



FOR SMALL BUSINESS & HR CONSULTANTS

This is a sample employee manual to provide you with a sense of its language and structure that includes all main headings and 32 policies out of a menu of 225 policies.

*The **Staff Policies** section towards the end of the document are policies that protect your company, and it is strongly recommended that your employees acknowledge and sign these policies before they are hired.*

To view for a full list of policies included in the Employee Handbook and comprehensive Employee Manual, [click here](#) and find your province on the right.



Your Company Name
Employee Manual

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INTRODUCTION

Welcome

If you have just recently joined us or have been with us for a while, on behalf of <Company Name> and your fellow Staff Members, please accept our warmest welcome to the Company.

We trust that you'll take pride in being a member of our team and that your experience with us will be challenging, enjoyable, and rewarding.

Welcome aboard! We're happy you're with us and look forward to working with you.

INSERT: Senior Manager Name and Title

About This HR Manual (the “Manual”)

This HR Manual (the “**Manual**”) will answer most questions you may have about the Company. It will help you understand the following:

- ◆ Our business and culture
- ◆ The expectations the Company has of all Staff
- ◆ The current policies, programs, and benefits available to you

The Manual isn't intended to address every situation you may encounter during your Engagement with the Company, neither is it intended to stifle creativity in how you do your work.

Instead, the guidelines outlined in the document are intended to help you with your work life. We believe that clearly documenting expectations and process helps to avoid confusion and misunderstandings.

We strongly discourage the printing of this document, but if you must print it, we kindly ask that you consider the environment before doing so. Print only the section(s) that you need.

Terminology Used in This Manual (“Terminology”)

Applies to: Everyone

Last Updated: <Launch Date>

When you sign-off on Staff Policies, you're essentially signing an agreement acknowledging that you've read and understand the policies included in the **Staff Policies** section of the Manual, and that you agree to adhere to them. So, it's important you understand the terminology used in this Manual.

This Manual uses certain terms that have specific formal meanings. All formal terms are capitalized when used throughout the Manual.

Frequently Used Terms

Rather than defining a formal term each time it's used in this Manual, they are defined in a separate section at the end of this document called *Formal Terms & Definition.*

Infrequently Used Terms

Some terms only apply to specific topics. In those cases, the definition is included in the **Definitions** section under that topic.

Compliance

It is the Company's intention to be compliant with provincial and federal laws throughout this Manual. In the event that something in the Manual conflicts with federal or provincial laws, those laws will govern.

ABOUT THE COMPANY

About Us

Definition of Business Success

INSERT: Your definition of business success here. Below is an example.

It is said that success occurs “where preparation and opportunity meet.” But how do we define and measure success in the Company?

We understand the importance of knowing the key things that can tell us when we’ve reached our goals. We call these our **key success factors** — the indicators or milestones that measure our business achievements and help determine how well we’re progressing towards our goals and objectives.

The following are straightforward measures that anyone can use as a gauge of individual, team, or Company success. When we ask ourselves if we’ve done the following, let’s push ourselves to make sure the answer is “YES!”

- ◆ **Sell each unit at a profit.**

At the end of the day, we’re not just a Company, but a business — and we’re in business to make a profit.

We evaluate our products and services and determine if we’re realizing a profit. If not, we need to make adjustments by reducing our costs or increasing prices.

- ◆ **Maintain our reputation for people programs that work.**

We’re known for our culture and for attracting and retaining quality people. Our people programs are so successful that our internal surveys consistently show an overall rating of 8 out of 10 or above. Our turnover rate is less than half the industry average. We’re sought after to disclose or make presentations about our people programs.

- ◆ **Be fiscally responsible.**

Lower overhead must be a continuing objective for our business. We can cut costs in many ways, for example, by re-evaluating our insurance needs, reducing reliance on outside Consultants and service providers, or cutting down on unnecessary supplies and equipment.

All individuals treat the Company’s money as if it was their own because they understand that Company success, and their ultimate success, is linked to our sound practices of fiscal responsibility.

We strive to, and individuals are rewarded for, consistently coming in under-budget with all our expenses.

- ◆ **Develop quality products and services that add value.**

We ensure that our products are not just created in a bubble with an internal team. When developing new products, we seek out sound market data and customer involvement before product development begins.

- ◆ **Create and maintain the highest level of customer satisfaction.**

A very important success factor needed to sustain our business is to provide the best service to our customers. Satisfied customers are more likely to come back to us and to refer us to others. Better yet, let's give our customers more than they expect.

We regularly ask for customer feedback through surveys or direct interaction to find out how we're doing and what products/services they need and expect from us.

We make use of instant customer service feedback mechanisms, such as a 3-question telephone survey conducted after every telephone contact our customers have with the Company. Individuals who have the highest customer service ratings are rewarded accordingly.

Everyone on our <Senior Management Team> contacts one customer at least once a week to continually understand the needs of the people we're serving.

Service Philosophy

INSERT: Your service philosophy here. Below is an example.

In support of our Vision, Mission, Core Values (see **Our Culture**), and strategic initiatives, our services and support must consistently exceed expectations.

Our primary measure of success is customer satisfaction. We define customers as employees, partners, and clients.

When representing the Company, our intent is to earn and maintain the respect and trust of everyone with whom we come into contact.

In striving to consistently deliver the best service possible and to treat others as we'd like to be treated, all Company individuals will exert every effort to respect the following fundamental principles of our service philosophy:

- ◆ We put our customers at ease with our comfortable style.
- ◆ We're sensitive to the needs of and modify our approach with each customer depending on their communication style, disability, business acumen, technical skills, culture, etc. We possess a high Emotional Quotient (EQ); we sense the needs of our customers, and how they want to be approached.
- ◆ We don't engage in high-pressure sales tactics. We respect that potential customers make decisions at their own pace. Given the value and price point of our products, if the need is there,

the value and price speak for themselves. We aim to ease the potential customer's pain. If our solution won't ease their current pain, we respect that.

- ◆ We're confident and prepared. We know our stuff. If we don't know, we're not afraid to say so. We find out and provide the right answer.
- ◆ While we always strive for 'Customer is King' service, we don't tolerate our Staff being treated with disrespect. While we'll always understand, listen to, and be empathetic to any frustrating situation that a customer may experience with the Company, we won't tolerate obscenities, significant raising of voices, and threatening or personal attacks. We'll calmly let the customer know that we'll speak to them at another time when emotions are not so high.
- ◆ We manage expectations. We believe that customers will be accepting, patient, and more satisfied if they understand what they can expect and when they can expect it. No over-promising. We're factual and reality-based — and we deliver when we say we're going to deliver.
- ◆ Our genuine goal is to provide value and expertise to our customers. Period.
- ◆ We make full and appropriate use of technology so that our customers receive the best service.
- ◆ We're accessible and we respond to customers quickly.
- ◆ Our services are well known for being professional, efficient, and resourceful. We try to exceed our customers' expectation and break the stereotypical reputation some companies have for overcharging and under-delivering. We work with the customer as if their budget was our own, and we help them to make the best decisions possible to ensure quality at an affordable price.
- ◆ We never just say "no"; we provide our customers with explanations and alternate suggestions or solutions.
- ◆ We look for ways to serve our customers outside our particular industry; where a customer would benefit from an introduction we might make, we make it.
- ◆ We look for ways to return the favour of a customer's business.
- ◆ If a customer or potential customer is subject to even the slightest negative experience with the Company, we provide some kind of token of value to attempt to make it right. This could come in the form of a coffee card, a hand-written note, or a discount.

Our Culture

Culture

INSERT: Culture Information here. Below is an example.

We are passionate about the preservation of our culture. From the beginning, we were clear about what was important to us, and what we wanted our culture to be.

This doesn't mean we won't make mistakes or have setbacks, but it does mean we have a clearly defined way of doing things. We know that some people simply won't be happy working here, and that's ok. We're looking to attract and retain those who thrive in this type of environment.

Here are some examples of what we mean:

Core Hours

We are all expected to be in the office between the hours of **Make sure this matches your Flex Time and Core Hours policy.** Example: 10:00 am and 3:00 pm, Monday through Thursday. These are our Core Hours when we're all available for ad-hoc meetings, collaboration, brainstorming, and face-to-face creativity. For most positions in the Company, the rest of day allows for more flexibility, as long as **all** deadlines are met and customers are served.

Focus Time

We attempt to observe focus time until 10:00 am each morning. During this time, we try to limit interruptions outside of public areas unless absolutely necessary. Focus time is the time when we plan, return phone calls, and individually execute outside of team efforts. We're not offended by people closing their doors during this time!

Book of the Quarter

We foster an environment of continuous learning and curiosity. We provide a copy of a 'book of the quarter' to all individuals, and decide on the one 'take-away' we can implement in the Company to make us more effective.

Intranet

We're clear about communication and use an intranet as our village newsletter and 'clarity centre.'

Social Activities

We all lead busy lives that focus on home, outside interests, and work. There is usually little time for social activities, but we count on our annual holiday party and Company picnic to provide opportunities

to get to know each other and our families. Outside of these Company-sponsored functions, we encourage individuals to organize and fund additional activities outside of working hours.

Community Day

We allocate 1 day a year on which the Company shuts down and individuals all participate in giving back to the community. The chosen cause is determined by a Company vote.

Culture Destroyers

We discourage unkind behaviour of any kind towards people — internally or externally. We foster an environment where we encourage accountability for unnecessary comments that personally attack, are not constructive, or are not directly addressed to the affected party(ies).

We foster an environment where our actions and behaviours are driven by doing the best thing for the Company, teams, and the customer. People who are not supportive or straight with each other, criticize, roll their eyes, have sidebar conversations or gossip won't do well here.

Conflict

We encourage constructive conflict and passionate business-related debates or discussions. We resolve conflict and let it go. Once a decision is made, we buy in, support it, and execute!

Lunch & Learns

Applies to: Employees

Last Updated: <Launch Date>

GUIDELINES

Food for thought... What better way to learn about important topics than combining a meal with topical presentations!

That's what we do with Lunch and Learns. Once a month, we organize noon classrooms where we bring in internal or external subject-matter experts to talk about our business, departments, industry, and other topics of interest to all of us. AND we feed you!

Lunch and Learn topics typically rotate and fall into one of the following categories:

- ◆ Company orientation — A Departmental Manager or team member introduces/clarifies/orients attendees to their particular department and its function within the Company.
- ◆ An external subject-matter expert is brought in to speak about a general topic of interest, such as 'Wellness,' or 'How to manage your money,' or 'Why bring the Winter Olympics to my city?'
- ◆ An external subject-matter-expert is brought in to speak about a business-specific topic of interest, such as industry or economic trends or organizational behaviour topics.



A schedule of Lunch and Learn topics and presenters is established at the beginning of the year and is available here INSERT: Hyperlink to your company directory so you don't have to update this Manual regularly.

You are asked to sign up for Lunch and Learns at least 2 weeks in advance by accepting a meeting request sent via email. Those who sign up will be reminded by email by <HR Services> 1 day before the event.

HUMAN RESOURCES

Legislated Policies

Health & Safety

Applies to: Everyone

Last Updated: <Launch Date>

The Company and the <Senior Management Team> are committed to fostering an environment where we're all responsible for taking every reasonable precaution to protect each other from occupational illness and injury. Everyone must protect their own health and safety, as well as that of others around them by working in compliance with the law, and apply the safe work practices and procedures established by the Company.

The Company will make every reasonable effort to provide a hazard free environment and minimize health and safety risks for Staff by adhering to all relevant legislation and, where appropriate, through the development, implementation and maintenance of internal health and safety work standards, programs and procedures.

Here's what you need to know:

The Company:

- ◆ Will review this Policy annually.
- ◆ Has developed programs to implement this Policy. They can be found **INSERT: location or link**.
- ◆ Will maintain a printed copy of this Policy in **INSERT: location(s)**.
- ◆ Will provide OSHA training to all Staff.

Rights & Responsibilities

You have a right to:

- ◆ Refuse unsafe work.
- ◆ As an employee, participate in the Workplace health and safety activities as a health and safety representative.
- ◆ Know about, and be informed about, any actual and potential dangers in the Workplace.

It is your responsibility to:

- ◆ Conduct yourself in a safe manner at all times as deemed by a Reasonable Person.

- ◆ Work in compliance with Occupational Health & Safety (OH&S) acts and regulations.
- ◆ Complete all safety training that applies to your position. You may be required to demonstrate your level of understanding of training through the completion of tests, quizzes and/or task observation.
- ◆ Adhere to policies that prescribe safety procedures and precautions as directed by the Company.
- ◆ Report Workplace hazards and dangers.
- ◆ Ensure you don't use or operate any equipment or work in a way that may endanger you or any Staff Member.
- ◆ Avoid engaging in any prank, contest, feat of strength, unnecessary running, or rough and boisterous conduct that could pose a risk to your safety or the safety of others.
- ◆ Don't engage in work while impaired by illicit drugs, Legal Substances, or other causes.

You can expect your Manager to:

- ◆ Enforce adherence to safety procedures and precautions as directed by the Company.
- ◆ Advise you of potential and actual hazards.
- ◆ Take every reasonable precaution in the circumstances for your protection.

You can expect the Company to:

- ◆ Establish and maintain at least one health and safety representative.
- ◆ Take every reasonable precaution to ensure the Workplace is safe.
- ◆ Provide training about any potential hazards and how to safely use, handle, store and dispose of hazardous substances, and how to handle emergencies.
- ◆ Supply personal protective equipment and ensure workers know how to use the equipment safely and properly.
- ◆ Immediately report all critical injuries to the government department responsible for OH&S
- ◆ Appoint competent Managers who set the standards for performance and ensure safe working conditions.

Workplace Hazards & WHMIS

Workplace Hazards

Workplace hazards are identified and controlled appropriately by:

- ◆ Recognizing and identifying workplace hazards, with the participation of all Staff.
- ◆ Assessing the likelihood that workers may be affected by the hazard.
- ◆ Addressing and resolving dangerous workplace hazards.

Workplace Hazardous Materials Information System (WHMIS)

The Company will provide appropriate WHMIS training and education for Staff who are exposed or likely to be exposed to hazardous materials in the Workplace.

Joint Health & Safety Committee/Representatives

The Company maintains a **Joint Health and Safety Committee or Health and Safety Representative** as required by law to:

- ◆ Identify potential hazards.
- ◆ Evaluate these potential hazards.
- ◆ Recommend corrective action.
- ◆ Follow-up on implemented recommendations.

Prevention of Harassment & Discrimination

Applies to: Employees

Last Updated: <Launch Date>

Harassment or Discrimination will not be tolerated in the Workplace. Period.

The Company strives to create an inclusive Workplace that's respectful and welcoming of diversity. In accordance with workplace rights set out under the Ontario Human Rights Code and Occupational Health and Safety Act (OHSA), employees in the Workplace have the right to the following:

- ◆ Freedom from Harassment
- ◆ Equal treatment without Discrimination

Decisions pertaining to all areas of work including recruitment, hiring, training, transfers, terminations, layoffs, counselling, compensation, hours of work, benefits, and performance reviews are based on job performance, merit, and qualifications. Our practice is one of honest evaluation of each individual's qualifications and business contributions.

Here's what you need to know:

- ◆ The Company will provide you with Harassment, Discrimination, and Workplace Violence prevention training so that you're clear about roles, responsibilities, accountability, and the information and procedures outlined in this Policy.
- ◆ In accordance with OHSA, this Policy will be reviewed annually.
- ◆ This Policy is posted on the bulletin board.

- ◆ In accordance with the Occupational Health and Safety Act, in the event that you encounter unsafe working conditions or a situation presents a serious safety concern, you have the right to refuse any work that you believe to be unsafe.

PROCEDURE

Reporting & Investigating Discrimination or Harassment

Overview

You're responsible for helping to enforce this Policy and must make every reasonable effort in a safe manner to prevent Discrimination and/or harassing behaviour and report every incident of Harassment and/or Discrimination immediately — whether it was observed, happened to you personally, or if the problem was reported to you. Harassment and Discrimination should not be ignored as silence can be, and often is, interpreted as acceptance.

Employees will not be demoted, dismissed, disciplined or denied a promotion, advancement or employment opportunities because they rejected sexual advances or because they lodged a complaint when they honestly believed they were being harassed or discriminated against.

Once a written complaint relating to reporting Discrimination or Harassment has been received, the Company will complete a thorough investigation.

Witnessing Harassment or Discrimination

If you're a co-worker who's witnessed Discrimination or Harassment in the Workplace:

- ◆ Inform the affected person that you have witnessed what you believe to be Discrimination or Harassment and that you find it unacceptable. Encourage the affected person to report the incident as outlined in the procedures below. Reinforcement and support often provides the affected person with courage to come forward. If the affected person doesn't feel that Discrimination or Harassment has taken place, the incident is considered closed.
- ◆ If you feel it's safe to do so, inform the alleged perpetrator(s) that you have witnessed the act(s) and find it unacceptable.

Reporting Harassment or Discrimination

If you feel you've been the subject of harassing or discriminatory treatment:

1. You're encouraged to explain to the person who you feel is harassing or discriminating against you (the "Respondent") that the conduct is unwelcome, but you're not obliged to do so.
 - If addressing the Respondent is uncomfortable, or could lead to an escalation of the Harassment or Discrimination, or to safety risks, you're not expected to directly interact with that person.
 - You should never feel obliged to address the Respondent against your better judgement.

2. If the situation can't be resolved by speaking to the Respondent, you may make a complaint by speaking to either your Manager or INSERT: Appropriate contact title and if feasible, it's recommended that you include the option to speak directly with an external third party. If the Respondent is your Manager, speak directly to INSERT: Appropriate contact title and if feasible, it's recommended that you include the option to speak directly with an external third party.
3. You, the Respondent, and any witnesses are advised to create and keep written notes about the events at issue, and to maintain any relevant written documentation.
4. Where possible, the complaint should be made in writing, including details of:
 - What happened — a description of the events or situation
 - When it happened — dates and times of the events or incidents
 - Where it happened — the exact location
 - Who saw it happen — the names of any witnesses, if any.
5. If necessary, you or the Respondent will be placed on a paid leave of absence, moved to a different location within the Company, or provided with alternative reporting relationships. The decision will be made on a case-by-case basis, and will reflect the principle that you will not be penalized for making the complaint.

Investigating Discrimination or Harassment

Once a written Discrimination or Harassment complaint has been received, the Company will conduct an investigation that's appropriate to the circumstances.

1. Depending on the complaint, the person receiving the complaint will appoint an advisor, mediator, or internal or external investigator ("Investigator")
2. The Investigator:
 - a. Is responsible for ensuring a thorough, fair and impartial investigation of the allegations in the complaint.
 - b. Will notify the Respondent of the complaint and provide them with a copy of your written complaint.
 - c. Will interview you, the Respondent, and any relevant witnesses suggested by you or the Respondent, as well as gather documents relevant to the matters in the complaint. All Staff are required to cooperate with the Investigator.
 - d. Will, wherever possible, complete the investigation within 90 days of receiving the assignment.
 - e. At the conclusion of the investigation, will prepare a written report summarizing the allegations and the investigation results, and will forward the report to the INSERT: Title of position.

3. Based on the findings in the Investigator's report, the **INSERT: Title of position** will decide whether this Policy has been violated.
4. If this Policy is violated, the **INSERT: Title of position** will proceed as follows:
 - a. Determine the appropriate consequences for the Respondent who violated the Policy. These may include:
 - An apology
 - Counselling
 - Education and training
 - Verbal or written reprimand
 - Suspension with pay
 - Suspension without pay
 - Transfer
 - Termination of Engagement, including immediate termination of Engagement with Just Cause.
 - b. In determining the appropriate consequences, take into account the nature of the violation of the Policy, its severity, and whether the Respondent has previously violated the Policy.
 - c. Where a violation of the Policy is found, take any steps necessary to repair the effects of the Discrimination or Harassment on you, and to prevent further recurrences of Harassment or Discrimination in the Company.
 - d. Communicate the results of the investigation and any corrective actions to you and the Respondent. You and the Respondent will each be provided with a copy of the Investigator's report.

Confidentiality

The Company will do everything it can to protect the privacy of all individuals involved in a Discrimination or Harassment complaint and to ensure that they're treated fairly and respectfully.

- ◆ Investigators and persons receiving complaints will, to the extent possible, protect the confidentiality and privacy of persons involved in a complaint, subject to the requirements of a fair investigation, resolution process, and the law.
- ◆ All documents related to a complaint, including the written complaint, witness statements, investigation notes and reports, and documents related to the complaint, will be securely maintained by <HR Services>, separate from Staff files.
- ◆ Information gathered about an incident or complaint of Harassment or Discrimination won't be disclosed unless necessary for the investigation or corrective action regarding the incident.

- ◆ Information obtained about an incident or complaint of Workplace Harassment, including identifying information about any individuals involved, won't be disclosed unless the disclosure is necessary for investigating, taking corrective action, or by law.

Your Rights

- ◆ You have a right to claim and enforce your right to a Workplace free of Harassment and Discrimination.
- ◆ You shouldn't be negatively treated for bringing forward a complaint, providing information related to a complaint, or helping to resolve a complaint.
- ◆ If you're dissatisfied with the outcome of a complaint, you'll be reminded of your rights under the Ontario Human Rights Code.

Fraudulent or Malicious Complaints

Unfounded or retaliatory allegations of misconduct outlined in this Policy may cause both the Respondent and the Company significant consequences.

If it's determined that you have knowingly made false statements or brought forward a false complaint, immediate disciplinary action will be taken. As with any case of Workplace Misconduct, you will be subject to disciplinary measures, up to and including termination of your Engagement with Just Cause.

Reprisals

It's a violation of this Policy to discipline or punish an individual because they've brought forward a complaint, provided information related to a complaint, or otherwise been involved in the complaint resolution process.

A reprisal may be the subject of a separate complaint under this Policy. If you engage in reprisal, you will be subject to disciplinary measures, up to and including termination of your Engagement with Just Cause.

Prevention of Workplace Violence

Applies to: Everyone

Last Updated: <Launch Date>

The Company is committed to providing and maintaining a safe, productive and healthy Workplace and doesn't condone or tolerate acts of violence, intimidation, or bullying against any Company Stakeholder by any Staff Member.

Here's what you need to know:

- ◆ Workplace Violence is strictly prohibited.

- ◆ Weapons are strictly prohibited in the Workplace under any circumstance. Any violation will be reported to the police immediately.
- ◆ Talk of Workplace Violence or joking about Workplace Violence is strictly prohibited.
- ◆ The Company will provide you with Harassment, Discrimination, and Workplace Violence prevention training so that you're clear about roles, responsibilities, accountability, and the information and procedures outlined in this Policy.
- ◆ You're personally accountable and responsible for enforcing this Policy and where appropriate, must make every effort to prevent intimidation and bullying, and report violence.
- ◆ In accordance with OHSA, this Policy will be reviewed annually. The Company, in consultation with a Joint Health and Safety Committee or Health and Safety Representative, will develop, maintain, and review at least annually, a written program that implements this Policy.
- ◆ This Policy is posted on the bulletin board.
- ◆ In accordance with the Occupational Health and Safety Act, in the event that you encounter unsafe working conditions or a situation presents a serious safety concern, you have the right to refuse any work that you believe to be unsafe.

PROCEDURE

Assessing the Risk of Violence

1. The Company will assess the Workplace to identify any risks related to potential violence and will implement measures to mitigate any identified risks to Staff safety. This information will be provided to the Joint Health and Safety Committee or Health and Safety Representative.
2. The Company will communicate information relating to a person with a history of violence when the following conditions apply:
 - Staff may reasonably be expected to come into contact with the person in the Workplace.
 - There's a potential risk of violence as a result of interactions with the person with a history of violence.

Under these conditions, the Company will only disclose personal information that's deemed necessary to protect Staff from harm.

Reporting & Investigating Workplace Violence

Reporting Workplace Violence

1. In cases where Workplace Violence, or a threat of Workplace Violence, has occurred, and there is no imminent danger, report it immediately to your Manager or <HR Services>.

2. If you witness any threat of Workplace Violence or violent conduct, remove yourself from harm and immediately call 911. For example, this may include a visitor entering the Workplace with a weapon.
3. If you have a legal court order against an individual, you're encouraged to share that information with <HR Services> so that the Company is aware of any potential aggressor who may violate a court order and attempt to contact or harm you at work.

Investigating Workplace Violence

1. All reported acts of Workplace Violence will be investigated.
2. Consultation with external parties including legal counsel and the police may occur.
3. All reasonable measures to reduce the risks identified by the incident will be taken.
4. The incident, investigation, and corrective actions will be documented.
5. The police and any other necessary third party will be assisted in any criminal proceeding.
6. If you have to take time off from work because of Workplace Violence, a report of the incident will be provided to the Ministry of Labour.
7. If you're found to have engaged in Workplace Violence, appropriate consequences will be determined which may include:
 - Suspension without pay
 - Termination of your Engagement, including immediate termination of your Engagement with Just Cause.
8. The **Joint Health and Safety Committee or Health and Safety Representative** will:
 - Provide recommendations to the <Senior Management Team> to reduce or eliminate the risk of Workplace Violence.
 - Review all reports forwarded to the **Joint Health and Safety Committee or Health and Safety Representative** regarding Workplace Violence and other incident reports as appropriate pertaining to incidents of Workplace Violence that result in personal injury or threat of personal injury, property damage, or police involvement.
 - Participate in the investigation of critical injuries (e.g., incidents that place life in jeopardy, result in substantial blood loss, fracture of leg or arm, etc.).
 - Recommend corrective measures for the improvement of the health and safety of workers.
 - Respond to Staff concerns related to Workplace Violence and communicate these to the <Senior Management Team>.

Fraudulent or Malicious Complaints

Unfounded or retaliatory allegations of misconduct outlined in this Policy may result in significant consequences for both the accused and the Company.

If it's determined that you have knowingly made false statements or falsely reported an act or threat of Workplace Violence, immediate disciplinary action will be taken. As with any case of Workplace Misconduct, you will be subject to disciplinary measures, up to and including termination of your Engagement with Just Cause.

Reprisals

It's a violation of this Policy to discipline or punish an individual because they've reported an act or threat of Workplace Violence or provided information related to the act or threat.

A reprisal may be the subject of a separate complaint under this Policy. If you engage in reprisal, you will be subject to disciplinary measures, up to and including termination of your Engagement with Just Cause.

Impairment & Substance Dependency

Applies to:	Everyone except where noted	Last Updated:	<Launch Date>
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READ IN CONJUNCTION WITH

The following policies are closely related to this important Policy:

- ◆ Impairment-Free Workplace
- ◆ Intoxication at Company Events

DEFINITION

Substance

Illicit drugs or Legal Substances

Impairment

Impairment refers to the deterioration of an individual's judgment or a decrease in their physical ability as a result of Substance use. Even small amounts of a Substance can affect your mental and physical abilities. Different Substances act on your brain in different ways, but almost all affect your:

- ◆ attention
- ◆ judgment
- ◆ motor skills
- ◆ reaction time

- ◆ decision-making skills
- ◆ balance and coordination

POLICY

To foster a healthy Workplace and help ensure that you and Company Stakeholders are safe, the Company has adopted a formal process for dealing with suspected impairment and Substance dependency.

Impairment

Observations and suspicion of impairment may include:

- ◆ Slurred speech
- ◆ Inability to gain balance or footing
- ◆ Watery or red eyes
- ◆ The odour of illicit drugs, cannabis, or alcohol
- ◆ Dilated pupils
- ◆ Exhibiting unusual behaviour

PROCEDURE

If you're suspected of impairment, the following procedures will apply, wherever possible:

1. If possible, the opinion of two Managers will be sought to corroborate the observation of your behaviour and suspicions of impairment.
2. A Manager or <HR Services> will attempt to meet privately with you to discuss or substantiate the suspicion.
3. Substantiation of the suspicion by the best judgment of two management individuals is sufficient to deem you unfit for work and does not require a blood test or breathalyzer.
4. You'll be sent home safely by taxi or by other means.
5. If your impairment is such that there appears to be an immediate danger to your health, the Company will call an ambulance or get you to the nearest medical facility.
6. You won't be permitted to operate a vehicle if you're suspected of impairment. If you don't cooperate and insist on driving yourself home, the Company will contact the Police authority.
7. A meeting will be scheduled for the following day that will include you and one or two Managers who will determine appropriate disciplinary measures.

8. It's a serious offence if you're found to be impaired in the Workplace a second time, and may result in disciplinary measures up to and including termination of your Engagement with Just Cause.

Precautions at Company Events

At Company events where event-appropriate Legal Substances are served or permitted, the Company may take the following actions:

- ◆ Remind the attendees of this Policy and the **Intoxication at Company Events** Policy and of their obligations as guests of Company events.
- ◆ Provide a selection of non-alcoholic beverages as alternatives to alcoholic beverages.
- ◆ Limit the amount of event-appropriate Legal Substances available to each attendee.
- ◆ Make attempts to prevent an attendee who shows outward signs of Intoxication from continuing to consume event-appropriate Legal Substances.
- ◆ Appoint a designated driver or provide alternate means of transportation to attendees who show outward signs of impairment or Intoxication.
- ◆ Prevent an attendee who shows outward signs of Intoxication from leaving the event unaccompanied.

Over-the-Counter Medications

While not a requirement, if you're taking over-the-counter medication, you're encouraged to let your Manager know if there's a chance you may experience drowsiness or other side effects that may affect your performance.

Employee Substance Dependency

This section is only applicable to Company Employees.

Some of us may develop a dependency on certain Substances, which may be defined as a disease or disability under Human Rights legislation. In this situation:

- ◆ You're encouraged to communicate your dependency or any previous dependency to <HR Services> so that you may be accommodated as appropriate.
- ◆ Maintaining performance standards is a continued expectation and you're expected to seek treatment as soon as you can. We'll support you where we can, but can't do so unless you seek treatment. The Company reserves the right to require you to obtain treatment from a rehabilitation program as a condition of the continuation of your employment.
- ◆ If you're protected under Human Rights, the Company may work with you to provide accommodations such as making adjustments or modifications to your work or the work environment, up to the point of Undue Hardship.



- ◆ Assistance is available for employees through the Company's Employee Assistance Program, which is a completely confidential resource.
- ◆ You won't be disciplined for asking for help relating to a dependency.
- ◆ All medical information relating to your condition will be kept confidential.

Legislated Leaves

Pregnancy & Parental Leave

Applies to: Employees

Last Updated: <Launch Date>

Together with Federal and Provincial agencies, you'll be supported in various ways with the arrival of your child.

Federal & Provincial Agencies Overview

You're eligible for Pregnancy and Parental Leave in accordance with Ontario Employment Standards Act (ESA). A link to the Act is included in the **Resources** section below. It will address any questions you may have about your rights and obligations, including the number of weeks you're entitled to under the Pregnancy and/or Parental Leave.

Pregnancy Leave

If you're pregnant, you have the right to take unpaid time off work (Pregnancy Leave) for a specific duration. You can also start your Pregnancy Leave before the baby's due date. Refer to the ESA governing this in the **Resources** section at the end of this Policy.

Parental Leave

Parental Leave is unpaid time off work when a baby or child is born or first comes into your care.

- ◆ As new parents, you have the right to take Parental Leave.
- ◆ The right to a Parental Leave is also independent of the right to Pregnancy Leave. For example, a spouse could be on Parental Leave at the same time the birth mother is on either a Pregnancy Leave or Parental Leave.


Ontario's ESA & the Federal Employment Insurance Act

The *Employment Standards Act, 2000* (ESA) provides eligible employees who are pregnant or are new parents with the right to take unpaid time off work.

In contrast, the federal *Employment Insurance Act* provides eligible employees with maternity and/or parental benefits that may be payable during the period they're off on an ESA Pregnancy or Parental Leave.

The rules governing the right to take time off work for Pregnancy and Parental Leave under the ESA are different from the rules regarding the payment of maternity and parental benefits under the federal *Employment Insurance Act*. For example, a new father may choose to begin a Parental Leave under the

ESA up to 52 weeks after the child is born. However, there may be restrictions on accessing the employment insurance parental benefits at that time.

 It is extremely important that you obtain information about your rights to Employment Insurance (EI) benefits for your particular situation if you're considering taking a Pregnancy or Parental Leave under the ESA.

Refer to the Resources section at the end of this Policy for additional information and contact details.

PROCEDURE

- ◆ You must request Pregnancy or Parental Leave from your Manager in writing with any appropriate documentation at least 2 weeks before the anticipated start date of the Leave to help the Company and your co-workers prepare for your absence.
- ◆ The Company reserves the right to ask you to provide a doctor's certificate or other evidence to support entitlement to an early Pregnancy Leave or an extension of Pregnancy Leave for medical reasons.
- ◆ You're expected to provide <HR Manager> with minimum 4 weeks notice in writing regarding your expected date of return to work or your resignation, if you choose not to return to work.
- ◆ If you require the use of sick leave benefits before your Pregnancy Leave begins, the **INSERT: Name of Sick Pay Policy** guidelines will apply.
- ◆ Once your Pregnancy or your Parental Leave have concluded, you can use your vacation benefits to top up your leave.
- ◆ If you require a leave extension once your Pregnancy Leave has concluded, you can use **Family Medical Leave** benefits refer to the Family Medical Leave Policy in this handbook for information on your rights and obligations. This leave extension requires as much advance notice as possible, as well as medical documentation
- ◆ Refer to the **Vacation** policy to understand how vacation is calculated during Pregnancy or Parental Leave.
- ◆ Also refer to the Continuing Benefits & Seniority While on Leave policy.

RESOURCES

It's the Company's intention that this Policy is compliant with Ontario law.

- ◆ <https://www.ontario.ca/document/your-guide-employment-standards-act-0/pregnancy-and-parental-leave>

Sick Leave

Applies to: Employees

Last Updated: <Launch Date>

There are times when you need to meet responsibilities related to your health. Depending on the circumstances, you may be eligible for unpaid Sick Leave.

Refer to the link in the **Resources** section at the end of this Policy for details related to this leave, including length of time off work, and examples of situations that qualify for Sick Leave.

PROCEDURE

- ◆ The Company reserves the right to ask you to provide evidence “reasonable in the circumstances” that you are eligible for the Sick Leave.
- ◆ If you’re planning to take this Leave, speak with <HR Manager> who will be happy to provide you with assistance.
- ◆ Refer to Approving, Communicating, and Recording Absences policy for absence procedures.

RESOURCES

It’s the Company’s intention that this Policy is compliant with Ontario law.

- ◆ <https://www.ontario.ca/document/your-guide-employment-standards-act-0/sick-leave>

Other Employee Leaves & Closures

SPS Leave (Example Short Term Disability – (STD) Self-insured Program)

Applies to: Employees

Last Updated: <Launch Date>

We accumulate and bank paid hours every month, and if needed, we can choose from a menu of paid time off benefits ranging from personal appointments, personal incidental illness, the illness of an immediate family member, or short-term disability.

READ IN CONJUNCTION WITH

You should read this Topic in conjunction with **Employee Benefits Plan Participation & Long-Term Absence** policy, which addresses the limitations of the Company's obligations to long-term absences.

IN THIS POLICY

- ◆ Overview
 - Program Eligibility
 - Absences Eligible for SPS Leave
 - Purpose & Intent of SPS Leave
 - Accumulation & Use of SPS Days
 - At a Glance — Demonstrating SPS Bank Deposits and Withdrawals
 - General Guidelines
 - Sick Leave Details
- ◆ Procedures

OVERVIEW

The Company is committed to your health and wellbeing, and recognizes there are times when you can't avoid being absent from work.

Sick, Personal, and Short-Term Disability Leave (SPS Leave) is provided as a bank of paid hours to be used when you need to be absent from work for various legitimate reasons outside of vacation and public holidays, or when the <Senior Management Team> occasionally provides employees with the option to draw from the SPS bank for additional paid time off.

Program Eligibility

Employees who've successfully completed their probationary period are eligible for SPS Leave. Probationary employees accumulate SPS Leave, but aren't eligible for paid absence until successful completion of the probationary period.

Absences Eligible for SPS Leave

The following menu of absences qualify for SPS bank withdrawals.

Absence Type	Description	Approval Required
Personal incidental illness*	<ul style="list-style-type: none"> A personal illness lasting between 1 and 10 business days Absences due to illness that exceed EXAMPLE: 3 days require a doctor's note Elective surgery or procedures are not eligible for SPS paid time off 	Day 1-3: Your Manager Day 3-10: <HR Services>
Immediate-family related illness*	<ul style="list-style-type: none"> Family illness that requires an absence from work for up to a maximum of EXAMPLE: 5 days per calendar year 	Your Manager
Short-term disability*	<ul style="list-style-type: none"> Illness from the 11th business day of absence to the end of EXAMPLE: 17 weeks You're eligible for long term disability benefits after EXAMPLE: 17 weeks of illness 	Regular contact with <HR Services>
Personal time	<ul style="list-style-type: none"> Activities that can't be scheduled outside of a Standard Work Week, for example, medical or dental appointments, or parent/teacher meetings In most cases relating to Personal Time, you won't need to be away from the office for more than 2-3 hours 	Your Manager
Extreme weather conditions	<ul style="list-style-type: none"> Extreme weather conditions or other events associated with natural elements that prevent you from arriving to work when the office is open for business. Refer to Unscheduled Office Closures guidelines. 	Your Manager

<p>Other eligible events</p>	<ul style="list-style-type: none"> ◆ May include paid time off as announced by the <Senior Management Team> at their discretion, such as ad hoc early leaves on Friday afternoons, or paid days during the December/January holiday shut down period that are not legislated as paid holidays. 	<p>n/a</p>
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Refer to **Sick Leave section below for more information.*

Purpose & Intent of SPS Leave

You're asked to attempt to mitigate the frequency of absences and find reasonable alternatives to being absent or arriving to the office late.

SPS Leave is not to be used for or regarded as:

- ◆ Banked days that *must* be used
- ◆ Additional vacation time
- ◆ Mental health days
- ◆ Floater days

Essentially, SPS Leave is an insurance that's available to you only when there are no other alternatives.

Example: If the office is open and you're unable to get to work due to excessive snow accumulation in your driveway, you're expected to make a reasonable best effort to find an alternate way to arrive to work — such as using public transit. If you prefer not to explore alternatives, the absence will be recorded as vacation or time off without pay, and not SPS Leave.

Accumulation & Use of SPS Days

- ◆ SPS days are deposited into your SPS bank at a rate of **EXAMPLE: 1** day per month or **EXAMPLE: 12** days per year, beginning with your month of hire (pro-rated for Regular Part-Time Employees).
- ◆ Your SPS bank balance is carried over to the following year, and is meant to provide you with SPS credits should you require paid time off for short-term disability.
- ◆ SPS Leave will be withdrawn from your SPS bank.
- ◆ Annual SPS Leave entitlements are determined on January 01 for the current year, which ends on December 31. You're only entitled to the full annual entitlement on December 31. However, for administration purposes, your full-year annual entitlement, which finishes accumulating on December 31, is referred to in advance on January 01, and assumes you will still be employed with the Company on December 31.

- ◆ Once you've depleted your SPS bank, SPS-eligible absences will be recorded as either 'Vacation' or 'Unpaid Time Off.' Refer to the **Approving, Communicating, and Recording Absences** policy for absence procedures.
- ◆ In the event that time off was incorrectly posted to SPS leave when you had already exhausted your annual Incidental Illness and Personal Time Leave (IPT) benefits, the error will be corrected to reflect the use of 'Vacation' or 'Unpaid Time Off.'
- ◆ If you leave or your employment is terminated before December 31 and you have a negative balance in your SPS bank, the balance owed will be deducted from your final pay cheque.
- ◆ In the event that your SPS bank shows a negative balance, an adjustment will be made to reverse the SPS entry and allocate the time appropriately, which may impact your next pay cheque.
- ◆ If you leave or your employment is terminated before December 31 and you have a negative balance in your SPS bank, the balance owed will be deducted from your final pay cheque.
- ◆ SPS benefits related to a future period can't be used in advance. For example, if you don't have enough SPS days accrued in March to cover 2 days of illness, you can't draw upon April or any future SPS deposits to cover them.

At a Glance — Demonstrating SPS Bank Deposits and Withdrawals

EXAMPLE 1

Salina was hired on January 01, 2019 and on Dec 31st, 2021, Salina has been with the Company for 3 years.

- ◆ Between Jan 2019 and Dec 2021, 36 SPS days were deposited into the SPS bank (1 day per month x 36 months, or 12 days a year x 3 years).
- ◆ **8 SPS days** were drawn from the SPS bank before Dec 2021 and a balance of 28 days remained in the bank on Dec 31, 2021.
- ◆ When Salina became ill for 4 weeks on Dec 01, 2021, the 28-day balance remaining in their bank was sufficient to cover 20 days of paid time off posted as:
 - First 10 days posted to Incidental sick days.
 - Remaining 10 days posted to STD (from the 11th business day of absence onward)
 - (Time off for illness is counted as business days, and not calendar days)
- ◆ Salina had 8 days remaining in the SPS bank on Dec 31, 2021.
- ◆ On Jan 01, 2022, Salina would have 9 days accumulated.

	2019	2020	2021
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Month	JAN	FEB-NOV	DEC	JAN	FEB-NOV	DEC	JAN	FEB-NOV	DEC
Accrued Days	1	10	1	1	10	1	1	10	1
Days Taken		Personal days & Immediate Family days		Incidental Sick Days		Inclement Weather			Incidental Sick days: 10 STD: 10
	0	-5	0	-2	0	-1	0	0	-20
Running Balance	1	6	7	6	16	16	17	27	8

EXAMPLE 2

Using the same period and number of SPS deposits:

- ◆ **33 SPS days** were drawn before Dec 2021. A balance of 3 days remained in the SPS bank on Dec 01, 2021.
- ◆ When a 4-week illness began on Dec 01, 2021, the 3-day SPS bank balance was insufficient to cover the 20 days required. SPS days only **covered Day 1 through Day 3 of the illness**.
- ◆ For the remainder of the 4-week illness, a combination of vacation and other eligible unpaid time off benefits were used, and a record of employment was issued to collect EI benefits.

	2019			2020			2021		
Month	JAN	FEB-NOV	DEC	JAN	FEB-NOV	DEC	JAN	FEB-NOV	DEC
Accrued Days	1	10	1	1	10	1	1	10	1
Days Taken		Personal & Immediate Family		Incidental Sick Days	Personal & Immediate Family	Inclement Weather		Personal & Incidental Illness	Incidental Sick days: 3
	0	-11	0	-2	-9	-1	0	-10	-3
Running Balance	1	0	1	0	1	1	2	2	0

General Guidelines

Here's what else you need to know:

1. **Unlike vacation, SPS Leave doesn't have a monetary value.** You're not eligible for payment in lieu of unused SPS Leave including when your employment is terminated.
2. If you're on maternity, paternity, or any other unpaid leave of absence, you don't accrue SPS Leave.
3. Hours and pay under this Leave are excluded from overtime calculations.
4. If you're absent from work for reasons outlined in this section, you're expected to notify your Manager by phone or email no later than your regular start time.
5. Unless you've made previous arrangements with your Manager, you're expected to phone or email your Manager or <HR Services> each day that you're absent, except in the case of an emergency.
6. SPS Leave must be noted as such when reporting time off as outlined in the **Approving, Communicating, and Recording Absences** policy.
7. SPS Leave that's less than **half a day** doesn't need to be noted as an absence if you and your Manager have made written arrangements for you to make up the time.
8. If any SPS qualifying absence occurs while you're on vacation, SPS Leave may not be used. For example, if you become ill while on vacation, that time will be posted to 'Vacation.'
9. If unscheduled absences become too frequent and your performance is suffering, your Manager will address the situation with you and may be subject to disciplinary measures.

Sick Leave

Sick Pay Coverage at-a-Glance

Week of Illness	1	2	3	4	5	6	...	15	16	17	18	19	20+
Sick Pay Coverage	Incidental Illness Days 0-10		Short Term Disability (STD) Day 11 through Week 17									Long Term Disability (LTD) Week 18 and on	
Paid by	The Company										Outside Insurance Carrier		
Benefit Type	Sick, Personal and Short-Term Disability Benefits (SPS Leave)										Long Term Disability (LTD)		

Personal Incidental Illness — Day 1 through 10

Refer to the 'Sick Pay Coverage at-a-Glance' diagram above.

In addition to applicable **General Guidelines** above:

10. Absence due to personal incidental illness lasting up to 10 consecutive business days is eligible under SPS Leave.
11. Your Manager must notify <HR Services> once you've been absent due to illness for over **EXAMPLE: 3** days.
12. You're expected to maintain regular contact with <HR Services> once you've been absent for **EXAMPLE: 3** consecutive days due to illness or injury and provide medical documentation confirming your illness or injury and that you're unable to work. The medical documentation must also indicate an estimated return to work date. You're expected to provide updated medical documentation once preceding medical documentation has expired.

Immediate Family-Related Illness

In addition to applicable **General Guidelines** above:

13. Immediate-family member is defined as someone who lives in the same household as you and is one of the following:
 - Your child
 - Your spouse
 - A relative who's dependent on you for care or assistance
14. Absences due to the illness of an immediate family member who requires care, **and** must be attended to by you, are eligible under SPS Leave for maximum **EXAMPLE: 5** days per calendar year.
15. Absences eligible under the Ontario legislated unpaid **Personal Emergency Leave** and **Family Medical Leave** qualify for paid SPS leave to a maximum of **EXAMPLE: 5** days. The balance of up to 10 days or 8 weeks eligible respectively under **Personal Emergency Leave** policy and **Family Medical Leave** policy are unpaid.

Short-Term Disability (STD)

Refer to the 'Sick Pay Coverage at-a-Glance' diagram above.

16. If you have a remaining balance in your SPS bank, you'll use your SPS days for Short-Term Disability (STD) to bridge the gap between the 11th business day of absence due to illness or injury through to the end of the **EXAMPLE: 17th** week, at which time you'll apply for Long-Term Disability (LTD) benefits.
17. To be eligible for STD:
 - a. You must be unable to perform the essential duties of your job for more than 10 business days.
 - b. You're expected to maintain regular contact with <HR Services>
 - c. You'll be required to provide medical documentation of your illness or injury. The medical documentation must also indicate an estimated return to work date. You're expected to

provide updated medical documentation once preceding medical documentation has expired.

- d. The Company reserves the right to require you to undergo an independent medical examination, in which case participation is mandatory in order to be paid under SPS leave.
18. Once you've depleted the balance in your SPS bank, you're required to record any absence to other leave benefits you may be entitled to, or to 'Unpaid Time Off,' and your records or pay will be adjusted accordingly. If appropriate, a Record of Employment will be issued, so that you may apply for any Employment Insurance (EI) sick benefits you may be entitled to.

STD — Excluded Disabilities

19. Injuries sustained or disease contracted while doing any act or thing pertaining to any occupation or employment for remuneration or profit.
20. Injuries sustained or disease contracted whereby benefits are recognized and payable by a third party. For example, insurance for workplace accidents, or vehicle insurance.
21. Injuries sustained or disease contracted while engaged in acts of war, riot, or insurrection, or while in the process of committing a criminal act.

STD — Successive/Recurring Disabilities

22. If you return to work after a Short-Term Disability Leave, and within the first 14 days become disabled again, the illness will be considered one successive period of disability unless the new disability is due to an injury, sickness, or a pregnancy-related condition entirely unrelated to the earlier disability and has begun after you've returned to work as per your regular schedule.
23. If the illness is deemed a continuation of the original disability, benefits will be paid from the first day of the reoccurrence. The amount of benefits and the benefit period will continue to be calculated as under the previous Short-term Disability claim period except that the days that you were not disabled won't count toward the benefit term.

STD — Miscellaneous Limitations

24. **Vacation or Leave of Absence:** If a disability starts while on vacation or an unpaid leave, and you're still disabled past the vacation or leave end date, the disability benefits begin on the date you're scheduled to return to work rather than on the first actual day of disability.
25. **Active Care of a Physician:** Benefits may be denied if you're not under the regular and active care of a qualified, licensed physician.
26. **Recommendations:** Benefits may be denied if you don't follow the advice and recommendations of your licensed physician, including recommended treatment programs.

Long-Term Disability (LTD)

Refer to the 'Sick Pay Coverage at-a-Glance' diagram above.

Disability leaves extending beyond week **EXAMPLE: 18** are covered by LTD. You can find additional information about LTD by referring to **INSERT: Hyperlink to the location where LTD details are available.**

PROCEDURE

Refer to **Approving, Communicating, and Recording Absences** policy for absence procedures.

Personal Leave of Absence

Applies to: Employees

Last Updated: <Launch Date>

Situations may arise in your life when you have a personal reason for wanting to take some extended unpaid time off. The Company may or may not grant this extended time off, depending on workload and project commitments.

This type of extended absence isn't encouraged as it can be disruptive to the operations of the business.

Legitimate reasons for requesting a leave of absence include:

- ◆ Self-development
- ◆ Extended vacation (once-in-a-lifetime opportunities)
- ◆ Undue hardship for the employee or other compassionate reasons

Here's what else you need to know:

- ◆ The Leave can't exceed **EXAMPLE: 30 days**.
- ◆ During the Leave, all paid leave benefits, such as vacation, stop accruing.
- ◆ During the Leave, you're responsible for payment of deductions or premiums typically deducted from your pay cheque.
- ◆ The Leave can't be used for other employment or work opportunities.
- ◆ If you don't return from the Leave by the agreed-upon date, the Company will assume that you don't intend to return to your position and conclude that you have abandoned your employment (Job Abandonment).

PROCEDURE

If you want to request an unpaid Personal Leave of Absence:

1. Submit the request to your Manager in writing or email, indicating the length of time you want off, the start and end dates of your Leave, and the reason for the request.



2. Your Manager will review the request and take into account your team resources and requirements, obtain final approval from **EXAMPLE: the appropriate Senior Manager**, and advise you of the decision in a timely manner.
3. If the Leave is granted, refer to **Approving, Communicating, and Recording Absences** policy for absence procedures.

Rewards & Benefits

Rewards and benefits are important to attract qualified individuals to the Company, to remain competitive within the industry, and to ensure you remain with us.

We offer a competitive benefits package that makes sure all your basic medical and insurance needs are covered, as well as other perks to make your working experience as rewarding as possible. Additional rewards are also provided based on performance and exceeding expectations.

Flexible Work Schedule

Applies to: Full-Time Employees **Last Updated:** <Launch Date>

You're expected to work a Standard Work Week, but there may be opportunities for flexibility for certain positions to set your own working hours to help promote productivity, creativity, work/life balance, and reduce the environmental impact and amount of time spent commuting to and from work.

These guidelines ensure that flexible programs are applied consistently, are clearly understood, and provide a benefit to you, your department and your workload.

Eligibility

- ◆ You're a Regular Full-time Employee who has successfully completed your probationary period. Part-Time or Temporary Employees are not eligible.
- ◆ Your performance was last rated as **INSERT. Appropriate performance rating, EXAMPLE: the highest level rating available.** Flexible work schedules are not an entitlement, but rather provided to high performers as a perk or reward.
- ◆ Your position is conducive to a flexible work arrangement and your job responsibilities don't include the requirement for regular and consistent in-person contact in the Workplace during Regular Business Hours. Positions that may not be eligible may include support positions such as administrative assistants, Customer Service Representatives, IT service positions, or positions that greet customers.
- ◆ Your position doesn't require close supervision, direction, or guidance.
- ◆ You haven't been subject to any disciplinary measures in the last 12 months.

Regardless of your ability to meet all eligibility requirements, the business may not be able to accommodate all requests for a flexible work schedule since it's not appropriate for all positions, or in all settings, or for all Staff.

Flextime

Flextime, or flexible working hours provides you with flexibility to set the start and end times of your work day. Outside of Core Hours, you may schedule your working hours in whatever way best suits you, your Manager and your workload.

Compressed Work Week

A compressed work week provides you with the flexibility to work **EXAMPLE: 10** hours a day, 4 days a week.

GUIDELINES

- ◆ Flexible work schedules (FWS) are temporary agreements and the Company reserves the right to return your FWS to your standard work schedule at any time in the event that:
 - FWS negatively affects your workload, productivity, quality or that of co-workers
 - FWS creates delays or additional work or steps in the work flow.
 - Company circumstances or operational needs change such that a return to a standard schedule is required.
- ◆ A 30-minute unpaid meal break is required every 5 hours in Ontario.
- ◆ Once you and your Manager have agreed on your FWS, you're expected to stick to that new schedule so your co-workers can predict your availability.
- ◆ You must be at work during Core Hours unless your Manager determines that different Core Hours are more conducive to the FWS.

PROCEDURE

If you're eligible and want to participate in a FWS:

1. Submit a written application to your Manager for assessment that includes the following:
 - Your FWS preferred start date
 - A logical and feasible rationale for the request
2. Your Manager will review the following considerations as they apply to you:
 - Staffing patterns, coverage, service hours
 - Communication requirements with your Manager, co-workers, and customers
 - Providing regular status and workload updates
 - Access to building (during alternate hours)
 - Staff access to your materials/documents in your absence

- Availability for standing meetings, special events, group work
 - How to respond to department emergencies or unexpected events
 - Feasibility of a longer work day (stamina, accuracy, productivity)
 - Blackout days off (e.g., Mondays are not eligible for flex time)
 - Staggering schedules for compressed workweeks
 - Establishing core work hours onsite — if different than Company Core Hours
 - Establishing a standing meeting day
 - Limiting FWS to one or two days per week
 - Availability to come to work on short notice
 - Willingness and preparedness to work on a regularly-scheduled day off
 - Suspending flexible work schedules during busiest times of the year
3. In the event that more employees request FWS than a department can reasonably manage, your Manager will respond to requests that are consistent with the Guidelines and Procedures in this Policy and in ways that are equitable to Staff and in the best interest of the Company. This may include rotating turns or staggering schedules.
 4. A pilot period will be defined.
 5. The request will be reviewed by <HR Services> and must be approved by **INSERT: Title, not name**
 6. Once approved, <HR Services> will create a written agreement that will be signed by you and the Company.
 7. Your Manager will communicate your FWS to relevant stakeholders and ensure they understand how it works and how it may affect them.
 8. Your Manager will monitor your performance and the effectiveness of the FWS during the defined pilot period.
 9. Your Manager will review and reconsider the FWS regularly.

Wellness Benefits

Applies to: Employees

Last Updated: <Launch Date>

DEFINITION

Wellness Activity

For the purposes of this Topic, a Wellness Activity is one that promotes good physical and mental health, especially when maintained by proper diet, exercise, and habits.

The following are examples of reimbursable Wellness Activity expenses:

- ◆ Ski pass
- ◆ Gym membership
- ◆ Golf course membership
- ◆ Smoking cessation sessions
- ◆ Weight Watchers membership
- ◆ Self-improvement conferences or activities

The following are examples of non-reimbursable Wellness Activity expenses:

- ◆ Fitness clothing, bags, etc.
- ◆ Tickets to watch a sporting event
- ◆ Diet food, energy drinks, energy bars, etc.

POLICY

The Company encourages wellness and will **match** up to **EXAMPLE: \$350** per year towards Wellness Activities.

Here's what else you should know:

- ◆ Your annual Wellness Activity benefit is renewed every year on **EXAMPLE: January 01**.
- ◆ The reimbursement amount is half the total eligible expense. The Company will reimburse 50% of an eligible Wellness Activity receipt up to **EXAMPLE: \$350**. The Company believes that you'll be more committed if you've contributed financially towards the Wellness Activity.
- ◆ You may submit multiple Wellness Activity expense receipts throughout the calendar year, until the total reimbursed expense reaches **EXAMPLE: \$350**.
- ◆ Reimbursed amounts are considered a taxable benefit.
- ◆ Wellness Activity expense receipts for the current calendar year must be submitted no later than **EXAMPLE: December 10**, so the expense can be paid before end of the calendar year.
- ◆ The Wellness Activity benefit cannot be carried forward to the following year, nor can an unused balance be paid out. The eligible amount for the benefit resets to \$0 on **EXAMPLE: January 01** and unused amounts not claimed by **EXAMPLE: December 10** are forfeited for that year.

- ◆ Examples:
 - If you incur a \$700 Wellness Activity expense and submit the receipt before **EXAMPLE: December 10**, the Company will pay **EXAMPLE: \$350**.
 - If you incur a \$100 expense, the Company will reimburse you \$50. If you don't submit further claims for the year prior to **EXAMPLE: December 10**, no further payment will be made for the year and your Wellness Activity benefit will renew on **EXAMPLE: January 01**.
 - If you incur a \$1,000 Wellness Activity expense, the Company will reimburse you **EXAMPLE: \$350**.

Should there be any doubt as to whether the Wellness Activity qualifies under these Guidelines, please direct any inquiries to <HR Services> before incurring the expense.

PROCEDURE

After you've paid for an eligible wellness activity, submit the original receipt on a completed Expense Report Form approved by <HR Services> to Accounts Payable.

Employee Development, Performance, & Exit

Probationary Period

Applies to: Employees

Last Updated: <Launch Date>

A probationary period is used for new hires and existing employees who have been transferred or promoted into new position. It provides a reasonable timeframe and opportunity for Managers to assess whether there's a good fit between an employee and their new job. At the same time, it allows a new hire the opportunity to evaluate the job and workplace to determine suitability.

Here's what you need to know:

- ◆ The terms of your probationary period are outlined in your employment agreement.
- ◆ The probationary period includes orientation and training activities and more frequent than usual performance check-ins. Both you and your Manager must devote special attention and effort to make sure that job standards are communicated, the duties of the position are learned, and you're meeting the expectations of the job.
- ◆ Under certain circumstances, the probationary period may be extended. There must be a valid reason for the extension and the extension must be in writing.
- ◆ Upon satisfactory completion of the probationary period, if the probationary period is extended, or your probationary period is longer than 90 days, you'll be eligible for any benefits that begin after a 90-day waiting period.

Training & Development

Applies to: Employees

Last Updated: <Launch Date>

The Company encourages your personal development and growth through education and training. The Company will help pay for training and development that is of benefit to both you and the Company.

Training and development gives you the opportunity to:

- ◆ Improve your current work performance
- ◆ Increase the personal enrichment you get from your work
- ◆ Make time for creativity and curiosity

- ◆ Meet people from your profession

Training and development benefits the Company by:

- ◆ Helping to achieve management continuity and consistency
- ◆ Keeping us competitive, by ensuring our skills are current with the marketplace
- ◆ Fostering innovation

Training and development may include the following:

- ◆ Courses, seminars, workshops, conferences, and annual meetings
- ◆ Reading recommended books
- ◆ Online training
- ◆ Educational Assistance
- ◆ Rotational and special job assignments to broaden your experience
- ◆ Cross-training
- ◆ Professional development
- ◆ Job sharing
- ◆ Job shadowing
- ◆ Mentoring

All costs associated with training and developments are charged to individual departments.

Eligibility

- ◆ You must be employed with the Company for at least 6 months to be eligible for training and development benefits.
- ◆ Exceptions may be made in circumstances where a skills gap assessment has been conducted and immediate training needs have been identified for a new hire or existing employee transferred or promoted into new position.
- ◆ Temporary or casual employees are not eligible for training and development benefits.

What You Can Expect

- ◆ The Company's annual budget includes a training budget.
- ◆ The Company supports training in a variety of ways that may include time off to attend courses, payment of tuition, and even travel if necessary, as long as training expenses are charged to individual departments and don't exceed the budget for the year.
- ◆ You're encouraged to develop, in conjunction with your Manager, a training plan for each upcoming year as part of the annual performance review process.

What's Expected of You

You're expected to:

- ◆ Take the primary responsibility for managing your career by:
 - Taking inventory of your current skill set.
 - Exploring training and development opportunities to ensure you're current in your industry/job knowledge.
 - Acquiring the skills you need to reach your career goals.
 - Discussing possible training and development opportunities with your Manager.
- ◆ Put your business hat on:
 - Justify any request for training and development in terms of return on investment for the Company. Why should the Company pay for, support or enable this?
 - Find cost-effective ways to execute on your training needs including reading, accessing free online resources, and networking.
 - Explain how you will incorporate what you learn into your ongoing work.
 - Explain how the contacts or relationships you make during the training or development opportunity could benefit the Company
- ◆ Share your learnings with others:
 - Consider how others on your team or in the Company might benefit from what you've learned and create opportunity to share and/or discuss key points
 - Where there may be a benefit to the Company, make connections between new contacts you've made and other Company members
 - Let the Company benefit from the investment made in your development — stay on the team

Note: If the total cost of the training or development funded by the Company exceeds **EXAMPLE: \$3,000** in a fiscal year, you'll be required to sign a **EXAMPLE: ConnectsUs PC-HR-1840. Training Reimbursement Agreement**, which lays out terms and conditions for re-payment. For example, it may include a reimbursement schedule based on the length of time you remain with the Company following training.

Reimbursement Requirements

The Company may not always be able to provide paid time off to attend training or development, but we may partner with you and share in the responsibility of continued education.

Courses taken on your own time may be eligible for reimbursement.

Here's what you need to know:

- ◆ Eligible expenses include:
 - Cost of tuition
 - Enrolment fees
 - Books for course
- ◆ Courses must be taken at a recognized educational institution that provides an official transcript indicating a grade.
- ◆ Class attendance and study assignments must be completed outside of a Standard Work Week.
- ◆ You're eligible for **EXAMPLE: 1** **INSERT: paid or unpaid** day off to prepare for final exams.
- ◆ You must achieve a final grade of minimum **CUSTOMIZER: Insert passing grade/minimum standards for successful passing mark%** to be eligible for reimbursement.
- ◆ To be eligible for reimbursement, you must be employed with the Company when the course marks are received. If you leave the Company for any reason before the course is completed, you're required to pay back any book or tuition costs the Company has pre-paid on your behalf, to the extent permitted by law.

PROCEDURE

When you want to participate in training and development or enroll in a continuing education course:

1. Check with <HR Services> first before you seek out courses or programs on your own. <HR Services> is the central hub for training with access to plenty of information on training availability. You may even find that <HR Services> has sourced the same kind of training for someone else recently.
2. Complete the **EXAMPLE: ConnectsUs 4220 - Training or Conference Pre-Approval Form** and follow the **Accompanying Instructions**.
3. Managers are responsible for ensuring that training expenses don't exceed department training budgets.
4. Refer to **Approving, Communicating, and Recording Absences** policy for absence procedures.
5. For continuing education courses: Once your course is completed and you have achieved the required passing mark, complete the **EXAMPLE: ConnectsUs 4230 Course Completion and Reimbursement Form** and follow the **Accompanying Instructions** to report your mark and request reimbursement.
6. For conferences or training: Complete the **Example: ConnectsUs 4210 Conference or Training Report Form** and follow the **Accompanying Instructions**. This ensures:
 - The Company can report on appropriate return on investment for training.
 - Acquired knowledge is shared.



- Events, key contacts, and new leads are documented and shared.
- Follow up or action items are documented.

OUR PRACTICES

Information Technology

IT Technical Support

Applies to: Everyone

Last Updated: <Launch Date>

We have an excellent IT team, and you'll find them happy to answer your computer, network, and phone-related questions and issues.

Support Provided

Our IT Department provides support relating to the purchase, installation/set up, access, troubleshooting, and maintenance of Technology Tools, Electronic Communication tools, and the phone system.

Support Not Provided

Our IT department doesn't provide support on how to use specific software applications. If you need help or training for a specific software application, **INSERT: your computer training procedure.**

Contacting IT

If you require support related to your Company-supplied Technology Tools, remote access, or our phone system:

Non-Urgent Support

For support relating to non-urgent issues, **INSERT: your protocol, example a link to a ticket system**

Urgent Support

For support related to issues that are preventing you from executing on a time-sensitive task contact our **EXAMPLE: Help Desk** at:

- ◆ Local: **INSERT: Local extension**
- ◆ Mobile: **INSERT: Phone number**, send a text.
- ◆ Email: **INSERT: Email address**

If you require urgent support outside of regular office hours, contact **EXAMPLE: 24 hour Help Desk** at:

INSERT: Appropriate phone number, contact name or pager number, etc.

Facilities

Our Individual Work Space

Applies to: Everyone

Last Updated: <Launch Date>

When we spend so much time at work, it's natural to want to personalize our workspace and make it comfortable. In fact, it's a great way to learn a little more about each other and who we are as individuals outside of work.

We do, however, have to filter our 'self-expression' at work to avoid cluttering our office space and crossing over the lines of what's acceptable for our culture, co-workers, and visitors. It's fine to play music, put up pictures, bring in plants, and decorate your workspace, but if you clutter our office space, disturb, or offend those working around you, you'll be asked to tone it down.

Pictures, Posters, Artwork

If it's displayed where anyone else can see it, think 'G' rating. Even if it's on your desk where you think only you can see it, someone else may have to look at it while working alongside you. This applies to screen savers, posters, calendars, chalk or dry-erase boards, and any other item you have on your desk.

Foul language, nudity, or violent images are not permitted. You also can't display Confidential Information or proprietary Company information.

Music

If you're alone in the office after hours and you're not disturbing anyone else's concentration or sensibilities you're welcome to play music at your desk. Otherwise, you're asked to wear headphones to listen to music.

Tidiness & Cleanliness

Not everyone likes things neat and tidy — some of us like to see everything at once — but you're responsible for keeping things reasonably clean. No rotting sandwiches or milk containers hidden under paperwork, please! And if you're the type who likes everything in the open, you'll have to pay close attention to displaying Confidential Information.

You may prefer a little chaos in your personal workspace, but we all have to show consideration of others in our use of the common areas. It's very simple — please clean up after yourself!

Pets

Other than service animals, we don't allow pets in the office. Even if your pet is extremely well behaved and doesn't drool or leave its 'mark' in every corner, some people have intense allergies or fears about animals.

Since we don't necessarily know who those people are, we kindly ask that you leave your pets at home.

Babies & Children

Anything that distracts you, or those around you, from doing their job well during office hours is generally discouraged. We'd love to see your new baby and share your excitement, but if Baby's unhappy and screaming for 2 hours while you catch up with office friends, it's probably best that you move your visit to another location where people aren't being disturbed.

On the other hand, letting your children see you at work can be a great experience! Occasional visits are encouraged as long as they aren't keeping you from work or disturbing others.

Speak Up

We foster an environment where we encourage you to speak up and address disturbances directly. If someone's habits or actions disrupt your concentration or work, please address this directly with the individual.

We all have different levels of tolerance for environmental 'noise.' For some, background noise is conducive to enhanced productivity, while others find all unnecessary interruptions a disturbance. We encourage everyone to provide and accept feedback about occasions where work or productivity may be interrupted.

Food for Thought - Introverts

If you're approached about your noise levels, consider that at least one-third of your co-workers were born introverts. That means there's a good chance that they inherently function better in a quieter environment.

Before you roll your eyes and label their request as intolerance, consider that their needs may differ from yours and that a heavy noise footprint may be affecting some of your co-workers. We foster a diverse and inclusive environment — which includes being tolerant of people around us who are wired for quiet.

Source: *Quiet* by Susan Cain.

STAFF POLICIES (requires sign off)

Conditions of Your Engagement

All Staff Policies are important. However, it's particularly important that you understand the policies in this section because its principles are referenced throughout the Manual.

Workplace Privacy

Applies to: Everyone

Last Updated: <Launch Date>

This policy is applicable only if your [Use of Technology Tools & Electronics Communication](#) policy clearly stipulates that personal use of company equipment is not permitted.

The Company's Technology Tools must never be used for personal use as outlined in the **Use of Technology Tools & Electronics Communication Policy**. As such, everything we create, store or access using Company Materials, Technology Tools, or Electronic Communications belongs to the Company and may be accessed.

- ◆ The Company reserves the right to access and monitor all digital materials created or stored using the Company Materials, Technology Tools, or Electronic Communications and may occur at any time at the Company's sole discretion, where there is a business need to do so including to monitor conduct and Workplace safety and security.
- ◆ In addition, log in accounts, Company Materials, Electronic Communication tools, or other equipment belonging to the Company and supplied for the purposes of your work are not to be considered private as there may also be times when another Staff Member is required, for business purposes, to access these materials in your absence.

This Policy is not intended as a punitive measure. It's in place to protect you, your co-workers, your belongings, and the Company's business interests. It's also designed to protect us all against potential liability.

When You Leave the Company

Applies to: Everyone

Last Updated: <Launch Date>

When your Engagement is terminated for any reason:

- ◆ Upon the Company's request to do so, you will promptly return all Company Materials in good order, whether prepared by you or others.
- ◆ You may be asked to agree and re-acknowledge, by way of signed agreement before or upon your last day of your Engagement, your understanding and agreement with the provisions included in the following Policies that survive and continue after termination of your Engagement for any reason:
 - Confidentiality Agreement
 - Non-Solicitation
 - Intellectual Property
 - Insider Trading
 - INSERT: Any additional policies that are specific to your business or industry that you have included in this Manual

Conduct Expectations

Not every situation you'll encounter is covered in our **Conduct Expectations** policies; some situations are black and white while others may have shades of grey. You're entrusted to use good judgment in your day-to-day activities, and to seek further information or assistance when you need it.

If you spend even a fraction of a second questioning the appropriateness of your actions, carefully reconsider the action, proceed with caution, or back away until you have considered and understand all possible consequences.

Mental Health Policy

Applies to: Everyone

Last Updated: <Launch Date>

READ IN CONJUNCTION WITH

The following policies are closely related and are essential to understanding the context throughout this important Policy:

- ◆ Health & Safety
- ◆ Prevention of Harassment & Discrimination
- ◆ Diversity & Inclusion

POLICY

The Company establishes workplace practices to:

- ◆ Minimize any negative affects our business environment may have on your mental health and ability to do your job;
- ◆ Promote and encourage Staff to realize a state of wellbeing characterized by a general perception that one's life is going well, an ability to cope with normal stresses of life, and making a meaningful contribution to society.

Roles & Responsibilities

The Company will aim to:

- ◆ Build and maintain a workplace environment and culture that supports mental health and wellbeing and prevents discrimination.
- ◆ Encourage Staff to take responsibility for their mental health and wellbeing.
- ◆ Increase Staff knowledge and awareness of mental health issues and behaviours.

- ◆ Reduce stigma around depression and anxiety in the Workplace.
- ◆ Provide information and access to benefits and resources that support mental health.
- ◆ Ensure that all Staff are made aware of this Policy.

You can expect your Manager to:

- ◆ Actively support and foster understanding and implementation of this Policy and promoting a positive Workplace culture.
- ◆ Develop a capacity to recognise and support workers with mental health problems and illness.

You're expected to:

- ◆ Support and contribute to the Company's aim of providing a mentally healthy and supportive environment for Staff.
- ◆ Take reasonable care that your actions do not affect the welfare of others in the Workplace.
- ◆ Recognise and support the mental health and wellbeing of others in the Workplace.
- ◆ Recognise your role in creating and maintaining a healthy workplace.
- ◆ Take reasonable care of your own mental health and wellbeing.
- ◆ Ask for help when you're feeling unable to cope.

PROCEDURES

If you're experiencing mental health challenges in the Workplace, you're encouraged to raise your concerns with a Company representative who you're comfortable speaking with, such as a Health and Safety Representative, your Manager, or your HR Representative.

If you're experiencing personal mental health challenges, you're encouraged to share your concerns with someone you're comfortable speaking with such as:

- ◆ A licensed mental health practitioner.
- ◆ A spiritual leader.
- ◆ A friend or family member.

Diversity & Inclusion

Applies to: Everyone

Last Updated: <Launch Date>

READ IN CONJUNCTION WITH

The following policies are closely related and are essential to understanding the context throughout this important Policy:

- ◆ Health & Safety
- ◆ Prevention of Harassment & Discrimination
- ◆ Mental Health Policy

DEFINITIONS

For the purposes of this Policy:

Diversity

The presence of a wide range of human qualities and attributes within an individual, group or organization. Diversity includes but is not limited to factors such as age, gender, race, ethnicity, physical and intellectual ability, religion, sexual orientation, educational background, and expertise.

Inclusion

Appreciating and drawing on using our unique differences – strengths, talents, backgrounds, cultures as well as our limitations – in a way that shows respect for individuals and creates a dynamic multi-dimensional workplace.

POLICY

The Company is committed to fostering, cultivating and preserving a culture of diversity and inclusion.

We believe in equal treatment and opportunity for all staff and strive to actively build a diverse workforce where everyone is treated equally.

Everyone has a responsibility to treat others with dignity and respect, and make sure all people feel included and have access to the same opportunities. We must actively strive to create an environment where all persons are able to share their ideas, beliefs, and skills.

Discrimination will not be tolerated.

Responsibilities

You can expect the Company to:

- ◆ Promote a culture of respect and inclusion.
- ◆ Examine its workforce and the various barriers that are in place that work against diversity and inclusion and implementing strategies to overcome them such as:
 - Revise policies and procedures annually.

- Examine language and available support.
- Create diversity committees/groups.
- Ask for staff feedback through various channels.
- ◆ Train staff about the principles of diversity and inclusion and our policies.
- ◆ Provide continuous learning opportunities to managers and staff.
- ◆ Encourage applications from persons of various backgrounds.
- ◆ Provide accommodation, upon request, at all stages of employment.

You can expect your Manager to:

- ◆ Provide an open door so staff can voice any concerns or barriers they may be experiencing and acting on recommendations/concerns.
- ◆ Provide support or accommodations to staff as required.
- ◆ Ensure their staff feel welcome and included.
- ◆ Create opportunities to ensure the ideas, talents and opinions of all team members are heard.
- ◆ Be flexible on policies as needed such as allowing employees to observe various religious/spiritual practices or days of observance, including altering break time or substituting statutory holidays.

It is your responsibility to:

- ◆ Understand and share in the responsibility of upholding this Diversity and Inclusion policy.
- ◆ Treat others with dignity and respect at all times.
- ◆ Exhibit conduct that reflects inclusion.
- ◆ Bring forward any ideas, suggestions, or issues to your Manager.

PROCEDURES

If you observe or experience discrimination in the Workplace, it is your duty to report it. Discrimination should not be ignored as silence can be, and often is, interpreted as acceptance.

Refer to the Prevention of Harassment and Discrimination policy for reporting procedures.

Intellectual Property

Applies to: Everyone

Last Updated: <Launch Date>

We all receive compensation to create, develop, investigate, and compile intellectual and material

property for the Company. Everything we create, develop, investigate, and compile in the Workplace belongs to the Company.

Here's what you're expected to adhere to:

- ◆ You will not use or bring to the Company intellectual property that is the property of any previous employer, client, or entity without notifying the Company. Any legal action brought against the Company relating to breach of this clause may result in the Company's pursuit of punitive measures against you.
- ◆ *You acknowledge and agree that unless clearly outlined otherwise in a contractual agreement, the Work Product belongs to and is the property of the Company, provided such Work Product relates, in any way, to the business of the Company or provided that it could reasonably be expected by the Company to relate, in any way, to the business of the Company. You waive any moral rights (as that term is defined in the applicable Copyright Act) to the Work Product.
- ◆ *You'll disclose to the Company all Work Product and execute and deliver to the Company all instruments or papers necessary in addition to this Policy, if any, to perfect and enforce the exclusive ownership and enjoyment of the Work Product by the Company in all countries.

*Provisions of this Policy that survive termination of your Engagement for any reason.

Social Media Policy

Applies to: Employees

Last Updated: <Launch Date>

READ IN CONJUNCTION WITH

The following policies are closely related and are essential to understanding the context throughout this important Policy:

- ◆ Workplace Privacy
- ◆ Code of Conduct
- ◆ Off-Duty Conduct
- ◆ Confidentiality Agreement
- ◆ Use of Technology Tools & Electronic Communications
- ◆ Use of Mobile Devices
- ◆ External Company Communication

OVERVIEW

Social Media is continually evolving and is changing how Staff communicate. While it creates endless opportunities, Social Media also creates new challenges, new responsibilities, and ultimately the emergence of new rules to address its use.

One such challenge is that employees can easily publish critical comments about their employer or former employer or co-workers on the internet. The nature of the comments can cross the boundary into being legally actionable for, as an example, defamation.

As Social Media sites became more prevalent as a forum of social interaction the commentary they contain stray over into workplace issues. After all, if the internet is now just another venue for “chatting”, then why wouldn’t people want to mention what they like or dislike about their workplace and co-workers?

However, communicating on the internet is fundamentally different than catching up with someone on the telephone or in person during a coffee break because the range of possible readers is unlimited. And often publishers of these comments don’t appreciate that posting damaging comments online has the potential for serious consequences

The words of the person doing the posting may be preserved indefinitely. A post has the potential and likelihood of being accessed by many, many online users and of being duplicated and forwarded to unlimited potential readers. The critical point is that an internet “conversation” is in no way private. It is in all senses a publication.

POLICY

You must refrain from posting objectionable comments, photos, caricatures, and other material about the Company, its products or services, or Company Stakeholders online.



You are also cautioned not to be lured into the trap of thinking that if the content you post online can be proven to be true, it’s okay to have published it. There is a variety of legislation which could result in liability for the person(s) posting information about others online even if that information is proven to be true. Statutes such as (for example) privacy acts and Human Rights Code may well be the source of liability even if the posted information is accurate.

Who Can Engage in Social Media on Behalf of the Company, and How



It’s the Company’s intention to be very clear about who’s permitted to engage in Social Media as a representative of the Company.

Only Staff who have been explicitly authorized, as described below, are permitted to officially represent and speak on behalf of the Company when engaging in Social Media.

- ◆ <Describe who can and can’t use social media on behalf of your company. This may include only certain individuals in the marketing department>.
- ◆ <Describe the types of social media that may be used on behalf of your company, and by whom>.

- ◆ <Describe the approval process for use of social media on behalf of your company >.
- ◆ <Provide specific and detailed guidelines when using social media on behalf of your company that are aligned with your company goals, social media presence, values, industry, and risk tolerance>.
- ◆ <Assign an internal owner, trainer, go-to person, 'police,' or policy enforcer for all use of social media on behalf of your company>.

However, all Staff are always welcome to repost and share any Company Social Media post.

Dating Co-Workers

Applies to: Everyone

Last Updated: <Launch Date>

DEFINITIONS

For the purposes of this Policy:

Dating

Entering into a consensual relationship with a co-worker that has progressed beyond a platonic friendship

Party, Parties

The individual(s) involved in the Dating relationship

Intimate Contact

Intimate behaviour which includes public displays of affection or sexuality towards a Party, including cuddling, kissing, fondling, touching, or other similar physical contact of a romantic or sexual nature.

POLICY

Regardless of the sexual orientation, gender identity, or gender expression of the Parties involved, the Company doesn't prohibit you from Dating or entering into a consensual romantic relationship with a co-worker, provided the following guidelines are adhered to.

Mutual & Voluntary Consent

- ◆ Both Parties must mutually and voluntarily consent to Dating.
- ◆ No undue pressure was brought on by either Party towards the other to engage in Dating.
- ◆ The Parties must not have a reporting relationship.

Performance

- ◆ Dating must not affect the performance or the duties of involved Parties in any way.
- ◆ Both Parties must maintain clear boundaries between their personal and business interactions.

Workplace Contact

Both Parties are expected to:

- ◆ Keep personal exchanges limited so that others are not distracted or uncomfortable by such exchanges.
- ◆ Never engage in Intimate Contact in the Workplace that would, in any way, be deemed inappropriate by a Reasonable Person.
- ◆ Understand that during non-working hours, such as lunches, breaks, and before and after work periods, the Parties are not precluded from having appropriate personal exchanges at work locations as long as their conversations and behaviours could in no way be perceived as offensive or uncomfortable to a Reasonable Person.
- ◆ Ensure that Dating doesn't negatively impact the Workplace.

If the Dating Relationship Terminates

- ◆ The Parties' work performance won't be negatively impacted.
- ◆ Neither Party will retaliate or disclose personal information about the other Party and will refer to the definition of **Misconduct** to ensure their behaviours are not deemed bullying, harassing, or otherwise inappropriate.

Disclosure of Dating

Dating must be disclosed if:

- ◆ A reporting relationship exists between the Parties — including relationships where one Party is not necessarily the other Party's Direct Report. The relationship must be disclosed regardless of the number of reporting levels between the Parties.

Example: Sally is a junior employee in the sales department who reports to Salina who reports to Mark who reports to John. The relationship must be disclosed if either Salina, Mark, or John enters into a Dating relationship with Sally.

- ◆ Individuals in senior, sensitive, or influential positions are subject to more stringent requirements under this Policy and must disclose the existence of a Dating relationship with any Individual in the Company to prevent real or perceived favouritism or undue influence.
- ◆ Real or perceived conflict of interest can be deemed by a Reasonable Person.

PROCEDURE

Disclosing the Dating Relationship

When disclosure of a Dating relationship is required, the Party in the more senior position is expected to:

1. Meet with their Manager or <HR Services> to disclose the relationship and follow up the meeting with a written disclosure to <HR Services>.
2. <HR Services> will meet with the less senior Party to confirm that the relationship is consensual and the less senior Party will follow up the meeting with a written confirmation.
3. By disclosing in writing that Dating is consensual, both Parties confirm that they're both free to end the relationship at any time and neither will be subjected to negative work-related consequences.
4. <HR Services> together with appropriate stakeholders, will determine if a real or perceived conflict of interest exists because of the relative positions of the Parties involved.
5. <HR Services> will submit a written recommendation to **EXAMPLE: the CEO** who will make the final determination if a conflict of interest exists.

Where a Conflict of Interest Exists

Where problems or potential risks resulting from the Dating relationship are identified:

1. The Company will work with the Parties to consider options for resolving the conflict of interest.
2. The initial solution will be to make sure that the Parties no longer work together on matters where one is able to influence the other or take action for the other. Matters such as, firing, promotions, performance management, compensation decisions, and financial transactions are examples of situations which may require reallocation of duties to avoid any actual or perceived advantage or disadvantage.
3. In some cases, more extreme measures may be necessary, such as changing the reporting relationship or transferring a Party to another position or department. The Party in the more senior position will be considered for transfer first to avoid any perception of retaliation against the less senior Party.
4. The Party's refusal of reasonable alternative positions, if available, or continued failure to work with the Company to resolve potential conflicts of interest or risks associated with the Dating relationship in a mutually agreeable fashion may ultimately result in termination of the Party's Engagement.

Teleworking Policy

Applies to: See **Teleworking Eligibility** section

Last Updated: <Launch Date>

DEFINITION

Telework/Teleworking

A work arrangement in which an employee works outside the Company office from their home residence.

OVERVIEW

This Policy is used to help support circumstances where working outside the Company office is mutually beneficial to both the Company and the teleworker. Teleworking is intended to enhance employee productivity, improve efficiencies, support different work styles and reduce the teleworker's commuting time and environmental footprint.

Teleworking is an earned benefit and not an entitlement and may be granted to employees who have shown a strong work performance and whose job responsibilities are suited to such an arrangement.

This policy will be reviewed when deemed appropriate, but not less than every **12 months**.

Types of Programs

The 3 types of Teleworking programs are as follows:

Ad Hoc Remote Work

A teleworker who needs to work from a Remote Office on an as-needed basis including due to unforeseen circumstances such as teleworker illness or the onset of inclement weather.

Flexible Working Arrangement

A teleworker who regularly works from home during set times during the week.

A Remote Worker

A teleworker who exclusively works remotely.

(together known as the "**Program**")

Teleworking Eligibility

This Policy applies to Flexible Working Arrangements or Remote Workers as defined above and includes enforceable policies and guidelines for remote workers.

The following conditions must be met in order for staff to be eligible for the Program.

1. Company employees and contractors are eligible for Program participation.
2. The teleworker agrees to sign a contract agreement confirming that they understand and will abide by its terms and conditions.
3. The teleworker's position is conducive to working remotely.
4. The teleworker is fully trained in their position.
5. The work being performed remotely can be measured and monitored for productivity.
6. The teleworker has an established record of demonstrating:
 - 1.1 Productivity and sound decision making skills
 - 1.2 Good time management skills
 - 1.3 Good and transparent communication skills.
7. The teleworker's most recent performance appraisal must, at minimum, indicate fully achieved standards.
8. The teleworker has secured secure electronic access to the Company's work folders, files and software required to fulfill their responsibilities.
9. The teleworker meets all requirements outlined in their teleworking contract agreement.

Manager Responsibilities

1. The teleworker's manager is responsible and accountable for managing the teleworker's work, performance and productivity during the duration of the program.
2. The Manager will meet with the teleworker frequently during the first 2 weeks of the program to confirm the continued mutual benefits to both the Company and the teleworker.

PROCEDURE

Each request to participate in the program will be considered on an individual basis. Teleworkers and their managers are responsible for determining the best possible work situation for each Teleworking request.

1. The teleworker meets with their manager to discuss the feasibility of participating in the Program.
2. Once feasibility is established, the teleworker together with their manager completes the applicable fields in Schedule A of the teleworking contract agreement.
3. Email the contract agreement to **INSERT: Management level title, not name** and obtain a digital copy of the signed contract agreement.
4. Manager and teleworker sign the contract agreement.
5. The contract agreement is signed by a Company representative who has the appropriate and binding contractual signing authority on behalf of the Company.
6. A digital copy of the signed contract agreement is emailed to **INSERT: HR Responsible Title - not name**.

Attendance, Reporting Hours & Payroll

Overtime

Applies to:	Non-management Employees	Last Updated:	<Launch Date>
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Sometimes we need you to work extra hours to meet certain deadlines. When overtime is required, we appreciate your willingness to work additional hours and we'll bank your time, or compensate you.

Overtime Approval

No one is contractually entitled to work overtime. Overtime requires written authorization by **INSERT: official level of management with authority to approve overtime** prior to working any additional hours. You can't approve your own overtime.

Overtime Rates, Banking, Working Holidays, & Overtime Calculations

The Company adheres to overtime legislation under Ontario Employment Standards. Refer to the following resources provided by the Ontario Ministry of Labour:

Hours of Work and Overtime Tool: <http://www.labour.gov.on.ca/english/es/tools/hours/index.php>

Overtime Pay: <http://www.labour.gov.on.ca/english/es/pubs/guide/overtime.php>

Excessive or Abuse of Overtime

Overtime is carried out under very specific circumstances. You're asked to appreciate that overtime can result in a significant increase in wages as a percentage of salary. All overtime will need to be justified and pre-approved as outlined in **Procedure**.

Here are some of the consequences of excessive or abuse of overtime:

- ◆ If a consistent pattern of unscheduled overtime develops, you may be asked to complete a **EXAMPLE: ConnectsUs JE-3500 Job Activity Log** to better understand and help you make adjustments to your workload or provide you with additional resources.
- ◆ After a first offence of working and expecting to be compensated for unapproved overtime occurs, subsequent offences may result in disciplinary measures, up to and including termination of employment with Just Cause.
- ◆ If it's proven that you're scheduling your workload to purposely incur nonessential overtime and receive overtime benefits, you'll be subject to disciplinary measures up to and including immediate termination of employment with Just Cause.

- ◆ Managers who approve unscheduled overtime on a regular basis will be asked to review their department and resources to understand options for optimizing workloads.

PROCEDURE

The following procedures for approving and recording overtime are applicable to both hourly and salaried employees:

1. To approve overtime before it's worked, complete the **INSERT: Name of Overtime Approval Form** and obtain the required signatures.
2. Complete the **INSERT: Name of Timesheet** for each period in which overtime is worked and obtain required signatures.
3. Submit both forms to Payroll.
4. Your overtime will either be banked in accordance with the law, or paid in the following payroll run.

Right to Disconnect

Applies to: Employees

Last Updated: <Launch Date>

READ IN CONJUNCTION WITH

The following policies are closely related and are essential to understanding the context throughout this important Policy:

- ◆ Overtime
- ◆ Lunch & Breaks

OVERVIEW

Disconnecting from work is vital to help us achieve a healthy and sustainable work-life balance. The health and wellbeing of our employees is of the utmost importance and we encourage and support all Staff to prioritize their own wellbeing.

The Company recognizes that every employee is entitled to switch off outside of their Regular Business Hours provided that we are all engaged in productive work during our work day, and enjoy their free time away from work without being disturbed unless there is a bona fide emergency or mutual agreement to do so.

POLICY

This Policy encourages and supports you in balancing your working and personal lives whether you work traditional hours, on Company premises, remotely or flexibly.

Hours of Work & Overtime

No one is expected to work more than a productive Standard Work Week. The Company is committed to a Standard Work Week and does not support the informal extension of your work day or week with an 'always on' work culture.

However, in an unusual or extraordinary circumstance where overtime may be required, your willingness to work additional hours is appreciated and your time will be handled in accordance with the **Overtime** policy.

Regular Breaks

It's vital that Staff have down time during the day. We encourage all Staff to take their full breaks without interruptions in accordance with the **Lunch & Breaks** policy.

Outside of Regular Business Hours

The Company supports and encourages all Staff to disconnect outside of Regular Business Hours.

While some employees have a range of work devices that provide flexibility to work from different locations, these devices are not provided to create an expectation of working outside of Regular Business Hours.

For the vast majority of Staff, these devices can be turned off outside of Regular Business Hours. For those Staff who are formally on-call or standby, appropriate allowances are provided.

Meetings

We ask those calling meetings to avoid doing so during standard break times. Staff should not be placed in the position of feeling obliged to forego their break to attend Company meetings.

Meetings must only be scheduled during Core Hours and only participants whose attendance is necessary should be invited.

Responsibilities

It is your responsibility to:

- ◆ Be conscious of your work patterns and manage distractions and non-work-related activities during Regular Business Hours that may contribute to decreased productivity, increase your stress levels - particularly as it relates to deadlines, and increase the likelihood that you'll decide not to disconnect after your workday.

- ◆ Ask for support to acquire time management skills if you feel you could benefit from this type of training.
- ◆ Submit a Weekly Status Report to your manager to record your weekly accomplishments, results, and areas of excessive workloads.
- ◆ Be aware of work-related wellbeing and take remedial action if necessary.
- ◆ Be mindful of Everyone's right to disconnect (e.g., by not routinely emailing or calling outside of Regular Business Hours).

You can expect your Manager to:

- ◆ Respect and encourage your right to disconnect.
- ◆ Address the 'Right to Disconnect' during training/onboarding of all Staff, including that this a mutual right where open channels of communication in relation to workload and time management are encouraged, managed and any necessary changed identified.
- ◆ Ensure that employees have clear goals and deliverables that, other than in exceptional circumstances, stand to be delivered during Regular Business Hours.
- ◆ Ensure all Staff are informed of what their Regular Business Hours are reasonably expected to be.
- ◆ Review your Weekly Status Report to work with you to identify excessive workloads.
- ◆ Ask you to complete a Job Activity Log to determine your workload and find solution in the case of reported concerns of an unsustainable workload.

PROCEDURE

Overview

Due to business and operational needs and depending on your role and the nature of your team, circumstances may occasionally arise that necessitate that communications are sent and received outside of your Regular Business Hours. Situations when occasional contact outside of these hours becomes the norm, will be addressed.

Examples of such situations that may warrant addressing the concern might include:

- ◆ Being contacted regularly outside of Regular Business Hours.
- ◆ Being expected to regularly work through breaks.
- ◆ Being penalized for not being available out of Regular Business Hours or favourable treatment for employees who stay connected out of hours.

Reporting Concerns

If you feel that your Right to Disconnect is not being respected or that your workload is such that you are not able to disconnect at the end of your Regular Business Hours:



1. You're encouraged to raise your concerns to your Manager or **INSERT: Appropriate contact title**.
2. Where possible, the concern should be made in writing, including details of the situation.
3. If resolution does not occur within a reasonable timeframe, you are encouraged to contact **INSERT: Appropriate contact title** who will meet with you, investigate your concerns and provide you with a response within 30 days.

Staff Policies Acknowledgement & Signed Agreement

For the purposes of this Agreement, the following definitions apply.

Agreement means:	This Staff Policies Agreement dated: INSERT: Date
the Company means:	CUSTOMIZER: The formal legal name of your company that is entering into the contractual relationship. EXAMPLE: The legal name that will appear on the pay stub. (Ensures contract is binding when you have staff working in different legal entities.)
the Manual means:	The current version of the Company Insert name of your manual. Example, Employee Manual or HR Manual dated INSERT: Date of current Employee Manual
Staff Policies means:	The policies and topics set out in the Staff Policies section and its subsections of the Manual
Engagement means:	An employment or other contractual relationship with the Company, including as an independent contractor
Engagement Agreement means:	The signed Agreement that outlines the terms and conditions of your Engagement
Consideration means:	<p>Include this row & Clause 12 below ONLY when asking an individual to sign this agreement anytime after commencing work. Insert the additional benefit or monetary award received in exchange for signing the agreement</p> <p>IMPORTANT. It is critical that this agreement and sign off on Staff Policies is done before starting work, or courts can easily void the agreement. Consult an employment lawyer in this case.</p>

I, **INSERT: Staff Member name**, acknowledge that:

1. I have received from the Company my copy of the Manual on **INSERT: Same date referred to in the first row of the definitions table above, i.e., Agreement means: .**

2. I understand that if I don't sign and return this Agreement to **INSERT: HR individual name** by **INSERT: Date BEFORE the individual's first day of work, or other date relating to other circumstances**, the **INSERT: Consideration or Engagement Agreement** will expire.
3. I have read and understand Staff Policies, and I agree that my Engagement will be governed by Staff Policies.
4. If I am not an employee of the Company, I understand that all Staff Policies are applicable to me, except for topics that indicate that they apply only to employees.
5. The Company may, from time to time, amend, alter, or delete policies included in Staff Policies to meet its business needs or adhere to changing legislation, and I agree that upon receiving notice of such policies, my Engagement with the Company will be governed by such revised policies.
6. I am aware that if I do not understand any of the information included in Staff Policies, I can discuss any questions I may have with **INSERT: HR individual name** prior to signing and returning this Agreement.
7. I understand that failure to adhere to Staff Policies may result in disciplinary measures, up to and including immediate termination of my Engagement with just cause.
8. I understand that the policies and subject matters included in Staff Policies supersede all and any previous policies or subject matters referred to in Staff Policies and supersede any and all previous understandings (whether written or oral) made between me and the Company or any of its representatives.
9. I understand that it is the Company's intention to be compliant with the law throughout the Manual and in the event that something in the Manual conflicts with federal or provincial laws, those laws will govern.
10. The contents, terms, and effects of Staff Policies have been explained to me by legal counsel, or I have waived my right to seek independent legal advice but fully understand and accept the contents, terms, and effects of Staff Policies; that I sign this Agreement as a free act.
11. I understand and agree that I am receiving Consideration in exchange for this signed Agreement and that the benefit of the Consideration exceeds what I would be entitled to receive in the absence of this Agreement.
12. This Agreement may be signed in as many counterparts as may be necessary, or by facsimile, scanner, email, or other electronic means that can produce a printed copy, or by the Company or my reply email, each of which when so executed will be deemed to be an original, and such counterparts, facsimiles, scanned document, email or other electronic copies and acceptance of this Agreement will together constitute one and the same Agreement. I acknowledge and agree that in any legal proceedings between myself and the Company respecting or in any way relating to this Agreement, I waive the right to raise any defense based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

INSERT: Staff Member name	
Signature	Date

Witness Name, Address, & Phone Number (Please print legibly)	
Witness signature	Date

FORMAL TERMS & DEFINITIONS

Whenever the formal words listed below appear in this document, they have the meaning specified below - unless a contrary intention is noted or such meaning is inconsistent with the context.

An *italicized word* means that its definition is also defined in this section.

AODA - Accessibility for Ontarians with Disabilities Act, 2000

The purpose of the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) is to ensure that all Ontarians have fair and equitable access to programs and services and to improve opportunities for persons with disabilities. The Act will eventually cover all of the following areas:

- ◆ Customer Service Standards
- ◆ Information and Communication
- ◆ Employment
- ◆ Transportation
- ◆ Built Environment

The Customer Service Standard was the first standard to become law as regulation. This standard provides guidelines and examples of how persons with disabilities can be served and accommodated when accessing services or participating in programs.

The next three standards - Information and Communication, Employment, and Transportation have been combined under one regulation, *the Integrated Accessibility Standards Regulation (IASR)*. This is now law and the requirements are being phased in between 2011 and 2021. In addition to the standards listed above, there are also the General Requirements that apply across the IASR.

Agency Staff

An individual who is not an employee of the Company and who is contracted to perform temporary services for the Company through a Staffing Agency.

the Code

Refer to *Human Rights Code*

the Company

Insert your Company Legal Name or list of applicable subsidiaries to which your Employee Handbook/Manual applies.

Company Materials

Company property that includes, without limitation, the following:

- ◆ Intellectual property
- ◆ Technology Tools
- ◆ Company equipment, vehicles or machinery
- ◆ Desks, furniture, chairs, filing cabinets
- ◆ the Company premises, including individual offices and common areas
- ◆ Work spaces
- ◆ Credit cards
- ◆ Keys
- ◆ Parking passes
- ◆ Security passes or Company identification
- ◆ Passwords
- ◆ Copies or digital copies of the Company's corporate records, files, financial documents, client lists, or any other materials that belong to the Company or relates to the business, *Company Stakeholders*, or operations of the Company.
- ◆ All printed, written, electronic, and digital information, memory devices and all copies of any of them which contain *Confidential Information* or otherwise belong to the Company.

Company Stakeholders

Individuals who have a formal relationship with the Company, whether existing, former, currently associated with, or in communication with to form a relationship that includes, without limitation, the following:

- ◆ Staff
- ◆ Job Applicants

- ◆ Customers
- ◆ Partners
- ◆ Vendors
- ◆ Officers
- ◆ Board members
- ◆ Individuals who have an online relationship with the company, including:
 - Newsletter or blog subscribers
 - Survey participants
 - Connections through the Company's *Social Media* accounts, for example as friends, followers, connections or fans
- ◆ Visitors
- ◆ Other stakeholders directly associated with the Company

Confidential Information

Information about the Company that is or may be disclosed to you, known by you, or developed by you (alone or with others) as a consequence of or through your *Engagement* with the Company, which information:

- ◆ Is not generally available to the public other than as a result of a disclosure by you.
- ◆ Is not generally known in the industry in which the Company has conducted or currently conducts business, or may in the future conduct business.
- ◆ Could put the Company at a competitive disadvantage if improperly communicated.
- ◆ Cannot be communicated due to contractual or legal obligations — such as employee personal information.
- ◆ Should not be shared externally or with Staff unless there's a legitimate business or legal reason to do so.

Confidential Information includes, without limitation, the following:

- ◆ The Employee Handbook
- ◆ The business and trade secrets of the Company
- ◆ Intellectual property, *Work Product* and other assets of the Company
- ◆ Login and passwords including *Technology Tools*, *Electronic Communication* tools and any other site, or service that is subscribed to, or provided by, the Company

- ◆ Sales and marketing information including existing and potential customers, members, or users of the Company and any information or lists concerning same, including customer credit card information and cloud-based services including newsletter or survey applications' distribution lists
- ◆ Business plans and strategies of the Company
- ◆ Technologies and products owned, licensed or developed by or for the Company and research and development plans in respect of same
- ◆ Pricing, billing methods and revenue models of the Company
- ◆ Product design and processes
- ◆ Lists or databases relating to *Company Stakeholders*, including Payroll, employee databases, customer or prospect lists
- ◆ Private or personal information of *Company Stakeholders* including information relating to payroll, Human Resources, credit card information, and contract details
- ◆ Information about Staff including private and personal information, HR information including performance and compensation
- ◆ Information about *Job Applicants* who have applied to the Company
- ◆ Schedules, estimates and proposals
- ◆ Security information
- ◆ Contracts and contract negotiations
- ◆ Financial statements and accounting data
- ◆ Non-public financial information
- ◆ Non-public technical information
- ◆ Company-related legal proceedings or controversies

Consultant

An experienced professional who is not an employee who provides expertise for a fee and provides services in an advisory capacity. Services are paid via an invoice through Accounts Payable. At times, a Consultant may occupy a seat in the Workplace and may be required to adhere to Staff Policies if contractually obliged to do so by the Company.

Core Hours

Collaboration and face-to-face time are key ingredients for running our business successfully. We need to know that *Staff* will be at work during certain periods so that we can make contact for the purposes of brainstorming, decision-making, information dissemination, and making the most of creativity.

We encourage you to set up meetings during these times, and we ask that you schedule personal appointments and incidental absences outside of Core Hours where possible.

You're expected to be in the office during our Core Hours, as follows:

- ◆ 9:30 am to 11:30 am
- ◆ 1:30 pm to 3:30 pm

Discrimination

Discrimination is defined as any form of unequal treatment based on *Protected Grounds*, that results in disadvantage, whether imposing extra burdens or denying benefits. It may be intentional or unintentional. It may involve direct actions that are discriminatory on their face, or it may involve rules, practices or procedures that appear neutral, but have the effect of disadvantaging certain groups of people. Discrimination can be obvious, or it may occur in very subtle ways. Discrimination needs only to be one factor among many factors in a decision or action for a finding of discrimination to be made.

Discrimination because of association

Discrimination or harassment because of a person's association, relationship or dealings with a person based on that person's *Protected Grounds* under *the Code*. It includes actions taken against a person who has objected to discriminatory comments aimed at another group.

Hate activity

Comments or actions against a person or group motivated by bias, prejudice or hate based on *Protected Grounds* under *the Code*. It includes, but is not limited to, hate crime, hate propaganda, advocating genocide, telephone/electronic communications promoting hate, and the display of hate through any notice, sign, symbol or emblem.

Poisoned environment

A negative, hostile or unpleasant Workplace or an unequal work environment due to comments or conduct that tend to demean a group identified by one or more *Prohibited Grounds* under *the Code*, even if not directed at a specific individual. A poisoned work environment may result from a serious and single event, remark or action.

Electronic Communication(s)

Any Company digital platform or method where digital communication may take place that includes, without limitation, the following:

- ◆ The Company website
- ◆ Email
- ◆ Texts
- ◆ Web conferencing
- ◆ Surveys
- ◆ Newsletters
- ◆ Job boards
- ◆ Digital marketing or advertising sponsored by the Company
- ◆ Social Media

employee

An individual working for the Company who is paid directly through the Company's payroll system, deducted statutory deductions, and receives a statement of remuneration paid, such as a T4.

- ◆ **employee eligible for standard benefits:** An employee who has successfully completed their probationary period and where their employment agreement identifies them as being eligible for benefits, and where their benefits waiting period has passed.
- ◆ **regular employee:** An employee who is hired in a longer-term capacity and is anticipated to successfully complete the probationary period.
- ◆ **full-time employee:** An employee who is scheduled to work a *Standard Work Week*.
- ◆ **part-time employee:** An employee who is consistently scheduled to work less than a *Standard Work Week*.
- ◆ **temporary employee:** An employee who is hired for a pre-established period, perhaps during peak workloads, for special projects, as summer employment, or to provide vacation relief.
- ◆ **casual employee:** An employee who works occasional and irregular hours on an as-needed basis.

Note that the term "employee" is not capitalized in this HR Manual to facilitate readability.

Engagement

The period of active employment or other formal relationships with the Company, including as an *Independent Contractor, Consultant, Volunteer, Agency Staff*. The term "Engagement" is often used in place of "employment" to clarify that the subject matter, topic or policy is applicable to all Staff, not just employees.

Engagement Agreement

The contract signed between a Staff Member and the Company that sets out the formal terms and conditions of your *Engagement* - for example, an employment agreement or an independent contractor agreement. The term "Engagement Agreement" is often used in place of "employment agreement" to clarify that the subject matter, topic or policy is applicable to all Staff, not just employees.

Everyone

- ◆ **Everyone**, also referred to as "**All Staff**" or "**Staff**" or "**Staff Members**": Refers to the aggregate of all workers providing services to the Company including, but not limited to, the following:
 - employee
 - Agency staff
 - Independent Contractor
 - Consultant
 - Volunteer
- ◆ **Staff Member**, also referred to as an **individual**: Refers to any individual providing services to the Company including, but not limited to, the following:
 - employee
 - Agency Staff
 - Independent Contractor
 - Consultant
 - Volunteer

Harassment & Workplace Harassment

Remember!

- ◆ Even if someone does not clearly object to harassing behaviour, or if they appear to go along with it, do not assume they have agreed to this behaviour. It could still be considered Harassment.
- ◆ Always err on the side of caution. What one person finds offensive, another may not. It's the **perception** of the receiver of any gesture or verbal message that may be deemed objectionable or unwelcome that determines whether something is acceptable or not.

Where definitions overlap, *the Code* prevails.

Harassment as defined by Ontario Human Rights Code	Workplace Harassment as defined by Occupational Health and Safety Act ('OHS')
<p>Harassment is defined as a course of comments or actions towards a <i>Company Stakeholder</i> based on Protected Grounds, that are known, or ought to reasonably be known, to be unwelcome. It can involve words or actions that are known or should be known to be offensive, embarrassing, humiliating, demeaning or unwelcome.</p> <p>Sexual Harassment</p> <p>Sexual harassment is a subset of Harassment. It refers to a course of comment or conduct based on a Company Stakeholder's sex or gender that is known or ought reasonably to be known to be unwelcome.</p> <p>Gender-based harassment is a subset of Sexual Harassment. It refers to behaviour that polices and reinforces traditional heterosexual gender norms.</p> <p>Sexual Solicitation and reprisal</p> <p>Sexually related solicitations or advances by any person who is in a position to grant or deny a benefit to the recipient, where this is known or ought reasonably to be known to be unwelcome. This includes Managers as well as co-workers where one person is in a position to grant or deny a benefit to the other.</p>	<p>Workplace harassment is defined as engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome; or</p> <p>Workplace Sexual Harassment</p> <ul style="list-style-type: none"> ◆ Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or ◆ Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Reprisals for rejecting such advances or solicitations are also prohibited.	
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Examples of Harassment could include:

- ◆ Epithets, remarks, jokes or innuendos related to *Protected Grounds*
- ◆ Showing or circulating offensive pictures, graffiti or materials related *Protected Grounds*, whether in print form or using e-mail or other electronic means
- ◆ Singling someone out for humiliating or demeaning “teasing” or jokes because of *Protected Grounds*
- ◆ Comments or ridiculing because of characteristics, dress, etc. that are related to *Protected Grounds*

Forms of sexual and gender-based harassment could include:

- ◆ Making an individual dress in a sexualized or gender-specific way
- ◆ Gender-related comments about a person’s physical characteristics or mannerisms
- ◆ Suggestive or offensive remarks or innuendoes about members of a specific gender
- ◆ Gender-related verbal abuse, threats or taunting
- ◆ Making suggestive or offensive comments or hints about members of a specific gender
- ◆ Paternalistic comment or conduct based on gender, which undermines a person’s self-respect or position of responsibility
- ◆ Making unnecessary physical contact, including unwanted touching, etc.
- ◆ Making comments or treating someone badly because they don’t conform with sex-role stereotypes
- ◆ Making threats to penalize or otherwise punish
- ◆ Propositions of physical intimacy
- ◆ Demanding hugs
- ◆ Invading personal space
- ◆ Leering or inappropriate staring
- ◆ Using sexual or gender-related comment or conduct to bully someone
- ◆ Using sex-specific derogatory names
- ◆ Offensive jokes or comments of a sexual nature about a Staff Member or client
- ◆ Display of sexually offensive pictures, graffiti or other materials, including through electronic means

- ◆ Showing or sending pornography, sexual pictures or cartoons, sexually explicit graffiti, or other sexual images (including on-line)
- ◆ Demands for dates or sexual favours.
- ◆ Sexual jokes, including passing around written sexual jokes (for example, by email)
- ◆ Spreading sexual rumours (including on-line)
- ◆ Bragging about sexual prowess
- ◆ Asking questions or talking about sexual activities

Workplace Bullying and Psychological Harassment

Workplace bullying and psychological harassment is defined as unwanted conduct, comments, actions or gestures that affect an individual's dignity, psychological or physical health and well-being. Bullying and psychological harassment may result from the actions of one individual towards another, or from the behaviour of a group.

Bullying and psychological harassment are often characterized through insulting, hurtful, hostile, vindictive, cruel or malicious behaviours which undermine, disrupt or negatively impact another's ability to do their job and result in a harmful work environment for *Staff*.

Bullying and psychological harassment can take many forms and may occur when the behaviour or conduct:

- ◆ Would reasonably tend to cause offense, discomfort, humiliation or embarrassment to another person or group
- ◆ Has the purpose or effect of interfering with a person's work performance
- ◆ Creates an intimidating, threatening, hostile or offensive work environment

Examples could include:

Although there can be no exhaustive list, examples of behaviour and impact that may signify bullying or psychological harassment include, but are not limited to:

- ◆ Insulting or derogatory remarks, gestures or actions
- ◆ Rude, vulgar language or gestures
- ◆ Malicious rumours, gossip or negative innuendo
- ◆ Verbal aggression and/or verbal abuse
- ◆ Shouting or yelling
- ◆ Swearing or name-calling
- ◆ Glaring or staring
- ◆ Outbursts or displays of anger directed at others

- ◆ Targeting an individual through persistent, unwarranted criticism
- ◆ Public ridicule
- ◆ Verbal, written or physical threats and intimidation
- ◆ Mobbing and/or swarming
- ◆ Misuse of power or authority
- ◆ Isolation and/or exclusion from work-related activities

What Workplace Harassment Isn't

A reasonable action taken by the Company or a *Manager* relating to the management and direction of *Staff* or the *Workplace* is not considered Workplace Harassment. Counseling, performance reviews, work assignments, and the implementation of disciplinary actions are not forms of Workplace Harassment, and don't restrict a Manager's responsibilities in these areas.

Human Rights Code (the "Code")

Refers to the *Ontario Human Rights Code* that prohibits actions that discriminate against people based on a Protected Ground.

Independent Contractor

A self-employed individual who is not an employee of the Company and who contracts to provide temporary services to the Company to complete a particular piece of work. Services are paid via an invoice through Accounts Payable. An Independent Contractor may occupy a seat in the *Workplace* and may be required to adhere to Staff Policies if contractually obliged to do so by the Company.

Intoxicated (Intoxication, Intoxicate)

To be affected by illicit drugs or *Legal Substances* especially to the point where physical and mental control is markedly diminished.

Job Abandonment

Failure to report back to work after 3 missed consecutive business days without notifying the Company.

Just Cause

The Company has the right to terminate your *Engagement*, but must provide appropriate notice as outlined in your *Engagement Agreement*. An exception to the notice requirement applies when there is 'Just Cause' which refers to conduct that is of such a serious nature or extent that it essentially breaks the Engagement relationship, in which case no notice would be provided and termination of Engagement would be immediate.

Legal Substance

Any legal substance, that may cause impairment or intoxication when consumed in excess.

Examples include but are not limited to:

- Non-prescription or over-the-counter drugs
- Prescribed medications
- Alcohol
- Cannabis (where legalized)

Manager

Often referred to as 'supervisor' or 'boss'.

As it relates to employees: The individual to whom you report to directly and from whom you take direction for your work. A manager is normally the individual who conducts your performance review.

As it relates to non-employees: Your Company liaison, or the primary individual from whom you take direction for your services.

Manual

This HR Manual document.

Misconduct

Any improper conduct that involves illegal, fraudulent, dishonest, unethical, or hurtful behaviour, or serious negligence in the performance of your duties.

The following are examples that supplement the policy violation examples outlined in Staff Policies, and is by no means an exhaustive list:

- ◆ Breaking the law
- ◆ Theft or fraud
- ◆ Improper or prohibited use of Company *Technology Tools* or *Electronic Communication* tools
- ◆ Discrimination
- ◆ Harassment and Workplace Harassment including bullying
- ◆ Punishing or retaliating against an individual for bringing forward, providing information related to, or otherwise taking part in a legitimate complaint
- ◆ *Workplace Violence* including intimidation
- ◆ Off-Duty Misconduct
- ◆ Disclosing Confidential Information
- ◆ Disclosing or using a *Company Stakeholder's* private information for personal gain or to be hurtful
- ◆ Falsifying Company records
- ◆ Working less than a *Standard Work Week*, not including planned or reasonable absences
- ◆ Falsifying or failure to record absences
- ◆ Falsifying personal information
- ◆ Insubordination or failure to carry out reasonable work-related instructions
- ◆ Job Abandonment

Mobile Devices

Mobile devices are electronic or wireless portable devices that include but are not limited to:

- ◆ Wireless Phones
- ◆ Smart Phones
- ◆ Tablets
- ◆ Laptops
- ◆ Any portable device that is or includes a camera
- ◆ Any portable device that includes video recording capabilities
- ◆ Any portable device that includes sound recording capabilities

- ◆ Any portable device that includes the capability to connect to the internet

Off-Duty Misconduct

Any conduct, *Misconduct*, or violation of Staff Policies that occurs when you're off-duty that negatively impacts the Company, its products and services, or *Company Stakeholders*, including, without limitation, the following:

- ◆ Defined as Harassment & Workplace Harassment, Discrimination, Workplace Violence, or bullying against any Company Stakeholder
- ◆ Materially and adversely affecting your job performance or the job performance of co-workers, or results in co-workers refusing to work with you
- ◆ Materially and adversely affects your professional designation or standing as a member of a professional association
- ◆ Divulging *Confidential Information* to any person or entity that is not authorized to receive that information
- ◆ Making libelous, slanderous or maliciously false statements towards or concerning the Company, its services and products, or *Company Stakeholders*

Personal Activities

“Personal activities” are defined as engaging in any activity during a Standard Work Week that is not directly related to one or more of the following:

- ◆ Your job productivity
- ◆ Your job tasks
- ◆ Your job responsibilities
- ◆ Company business
- ◆ Furthering the interests of the Company

Examples of personal activities include, without limitation, the following:

- ◆ Personal Internet use
- ◆ Personal *Electronic Communication* including sending, receiving, or reading personal email
- ◆ Using a *Mobile Device* for personal conversations or other personal messaging activities
- ◆ Personal landline phone conversations
- ◆ Personal errands

- ◆ Extended personal conversations with co-workers
- ◆ Reading for personal interest, including newspapers, magazines, novels or Internet sites

Protected Grounds

The Ontario Human Rights Code prohibits actions that discriminate against people based on any of the following protected grounds:

- ◆ Age
- ◆ Ancestry, colour, race
- ◆ Citizenship
- ◆ Ethnic origin
- ◆ Place of origin
- ◆ Creed, including religion
- ◆ Disability
- ◆ Family status
- ◆ Marital status (including single status)
- ◆ Gender identity, gender expression
- ◆ Record of offenses
- ◆ Sex (including pregnancy and breastfeeding)
- ◆ Sexual orientation

Reasonable Person

A standard used to denote a hypothetical person who exercises “those ordinary qualities of attention, knowledge, intelligence, and judgment which society requires of its members for the protection of its own interest and the interest of others.” The phrase does not apply to a person’s ability to reason, but rather the prudence with which they act under the circumstances.

Regular Business Hours

Our general business hours are 8:30 am to 5:00 pm, Monday to Friday.

Standard Work Week

Employees:

- ◆ Our Standard Work Week consists of 40 hours and our regular working day consists of 8 hours, excluding an unpaid 30-minute meal break. (Prorated for Regular Part-Time Employees)
- ◆ Our pay is based on adding value to the business and being productive for a minimum of 40 hours per week, except when the work week includes planned or approved absences.

Non-Employees:

- ◆ Expected weekly/daily hours as set out in your *Engagement Agreement*.

Social Media

Social media is defined as a subset of *Electronic Communication*, but has a specific and more complex definition that requires additional detail. The Company's use of the term 'Social Media' includes, without limitation, the following:

- ◆ Social networking sites including but not limited to:
 - Facebook
 - Twitter
 - YouTube
 - Google+
 - SnapChat
 - Instagram
 - Pinterest
- ◆ The Company's corporate LinkedIn pages
- ◆ Video and photo sharing sites
- ◆ Blogging, including but not limited to:
 - The Company's blog(s)
 - Your personal blog(s)
 - Any external blog posts or comments
- ◆ Forum, chat, and discussion groups, such as Skype chat
- ◆ Online wiki sites such as Wikipedia

- ◆ Online classified sites including but not limited to Craigslist
- ◆ Other websites that allow for comments to be posted
- ◆ Other social, interactive, collaborating or networking sites that are accessible by other individuals with a browser regardless of the requirement of a login or password

Staff

Refer to: *Everyone*

Staff Member

Refer to: *Everyone*

Staff Policies

Refers to the policies and topics included in the Staff Policies section of this Manual that all Staff must adhere to as a signed condition of *Engagement* if contractually obliged to do so by the Company.

Technology Tools

Refers to the Company's computers, storage, networking and other physical devices, infrastructure and processes that create, process, store, secure and exchange the Company's electronic data. Technology Tools include, without limitation, the following:

- ◆ Computers and related hardware
- ◆ Removable drives, webcams and microphones
- ◆ Mobile Devices
- ◆ Email system
- ◆ Networks
- ◆ Servers
- ◆ Databases
- ◆ External file sharing services
- ◆ Cloud based services

- ◆ Company *Social Media* accounts
- ◆ Internet connection
- ◆ Wifi
- ◆ domain
- ◆ FTP
- ◆ Website hosting
- ◆ Printers
- ◆ Software

Undue Hardship

The Company will work to provide accommodations up to the point of undue hardship which occur in situations where:

- ◆ All options and recommendations have been considered and it's determined that no feasible accommodation exists; or
- ◆ Accommodation would result in excessive costs that would create a hardship for the Company; or
- ◆ Accommodation would result in a safety hazard

If accommodation is determined to cause undue hardship and to the extent possible, the Company will work to find a fair and equitable compromise that strives to meet the needs of both parties.

Workplace

A workplace is not necessarily a building or structure. It's defined as any location where you're engaged in providing services for or on behalf of the Company, which includes, without limitation, the following:

- ◆ While on Company premises, working remotely, or working from a home office
- ◆ While on Company business
- ◆ While being remunerated by the Company
- ◆ While using Company Materials, Company resources, equipment, Technology Tools or Electronic Communication tools
- ◆ While identifying yourself as a representative of the Company, for example, when communicating or posting online, while at a conference or an external meeting, when driving on behalf of the Company, or during business travel on behalf of the Company

Workplace Violence

As defined in the Occupational Health and Safety Act ('OHSA'):

- ◆ The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker
- ◆ An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker
- ◆ A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker

Examples include but aren't limited to:

- ◆ Beatings, stabbings, suicides, shootings, rapes and any physical contact with intent to harm.
- ◆ Any physical contact that causes or could cause physical injury.
- ◆ Acts causing psychological trauma such as threats, obscene phone calls, mental cruelty and intimidation and threatening hand gestures or body language.
- ◆ Behaviour which gives a person reason to believe that they or any other person is at risk of injury.
- ◆ Verbal, written, or telephone threats, including:
 - **Direct:** Direct threats to the victim from the perpetrator, e.g. "I'll hurt you."
 - **Conditional:** Threats of violence to the victim by the perpetrator, if the victim does or doesn't do something, e.g., "If you blow the whistle, I know where you live."
 - **Veiled:** Non-specific threats from the perpetrator, e.g., "I hope you don't get hurt."

Domestic Violence

An individual who has a relationship with a *Staff Member* (Example: a spouse or former spouse, current or former intimate partner or a family member) who may physically harm, or attempt or threaten to physically harm, that *Staff Member* at work. In these situations, domestic violence is considered Workplace Violence.