**HUMAN RESOURCES POLICY**

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Policy Number: HR-1

Policy Name: Recruitment, Selection and Supervision

Date Approved: April 19, 2018

Date Reviewed: March 2018

1.1 The Executive Director will supervise all employees.

1.2 **Staff Selection**

1.2.1 Executive Director - the Executive Committee is responsible for conducting the search for the Executive Director. The final responsibility for selection of this position resides with the Board. References for the Executive Director are verified as part of the screening and selection process.

1.2.2 Employees - the hiring of all “ORGANIZATION” employees will be the responsibility of the Executive Director. References for “ORGANIZATION” employees are verified as part of the screening and selection process.

1.3 “ORGANIZATION” does not hire anyone who does not hold a valid Social Insurance Number, working visa or permit, or who is not otherwise lawfully entitled to work in Canada. As a condition of employment, all new and current employees must be prepared to show valid proof that they are eligible to work in Canada.

1.4 All employees hired shall receive a written employment contract outlining the position, commencement date, working hours, commencing salary and probationary period. The employee is required to sign the employment contract, agreeing to the terms and conditions as outlined. A copy of this contract will be kept on record in the employees’ file. Individual employment contracts are of the utmost confidentiality and details must not be shared with co-workers.

1.5 **Criminal Record Check**

1.5.1 “ORGANIZATION” shall request a Criminal Record Check on all potential candidates for employment to ensure the most qualified candidates are hired. Criminal Record Checks are designed to protect the safety of our employees by minimizing the hiring of potentially dangerous individuals.

1.5.2 Every prospective and current employee is obliged to inform the “ORGANIZATION” if there are any pending legal proceedings or criminal history which could impact any aspect of employment at the “ORGANIZATION”. Discovery of a failure to do so may be grounds for termination with cause.

1.6 **Commitment to Employment Equity**

1.6.1 “ORGANIZATION” is committed to providing equal opportunity to all qualified persons without regard to race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, ancestry, age, place or origin, marital status, source of income, family status and sexual orientation in accordance with the *Alberta Human Rights Act*. Equal opportunity is provided in employment, promotions and wages.

1.6.2 “ORGANIZATION” actively pursues the removal of barriers that inhibit or prevent equal opportunity to all employees and reasonably accommodates individuals when needed.

Policy Number: HR-2

Policy Type: **Code of Conduct**

Date Approved: November 7, 2019

Date Reviewed: November 2019

The “ORGANIZATION” is committed to ethical, businesslike, and lawful conduct, including proper use of authority and appropriate decorum when acting on behalf of the “ORGANIZATION”. This Code of Conduct is regarded as minimum expectations for performance.

2.1 An employee who fails to comply with this policy shall be considered in violation of this policy and may be subject to disciplinary action.

2.2 “ORGANIZATION” employees will be required to review and sign the Acknowledgement of Receipt & Understanding (Appendix III) on an annual basis, acknowledging that he/she has read, understands and agrees to abide by “ORGANIZATION”’s HR Policies.

2.3 **Code of Conduct**

2.3.1 Compliance with Laws

The “ORGANIZATION” Executive Director will conduct the organization’s business in accordance with applicable legislation, including but not limited to: *Alberta Employment Standards Code*, *Freedom of Information and Protection of Privacy Act*, *Personal Information Protection Act* and Alberta Human Rights legislation.

2.3.2 Compliance with the Policies of the Organization

“ORGANIZATION” employees will comply with the policies of the “ORGANIZATION”, as they relate to his/her position.

2.3.3 Conflict of Interest

A Conflict of Interest exists when an employee engages in any activity that may compromise himself/herself, another employee, “ORGANIZATION” or “ORGANIZATION”’s relationship with a member, vendor or consultant.

Potential Conflicts of Interest with a member, vendor or consultant may include soliciting business for personal gain, requesting favours, discounts or services.

Employees are not permitted to accept and retain gifts or favours (includes, without limitation, any physical article, gratuity, trip, prize, accommodations or ticket) from any third party, including suppliers or potential suppliers, members, or service providers of “ORGANIZATION”, in which the gift or favour has a cash or fair market value more than one hundred ($100.00) dollars unless there is prior approval from the Executive Director. The exception to this is if a “ORGANIZATION” employee is taken as a guest to a business event or social gathering.

Conflict of Interest also occurs when the real or perceived ability to exercise official job duties is affected by a private interest. Employees are not permitted to engage in working arrangements which compete or conflict with “ORGANIZATION”’s business or interests. With the Executive Director’s written approval, employees may work for other businesses provided, however, they may not:

1. Agree to perform work of a nature that conflicts or competes in any way with the business or services of “ORGANIZATION”;
2. Use any “ORGANIZATION”’s resources including, but not limited to: computer hardware and software, telephones, facsimile machines and copiers; or
3. Perform any non-”ORGANIZATION” work on company premises, or during “ORGANIZATION” working hours.

Employees are required to disclose any potential Conflicts of Interest. Engaging in a practice determined to be a Conflict of Interest or failure to disclose a potential Conflict of Interest may result in disciplinary action up to and including termination.

2.3.4 Confidentiality

“ORGANIZATION” employees must maintain the highest standards of confidentiality regarding information obtained directly or indirectly through his/her involvement with the “ORGANIZATION”. This includes information about volunteers, Board members, funders, donors, member organizations, partners, employees, contractors and clients.

“ORGANIZATION” employees must avoid inadvertent disclosure of confidential information through casual or public discussion, which may be overheard or misinterpreted.

FOIP and PIPA guidelines are to be respected at all times.

2.3.5 Use of Materials and Property

Materials and programs developed for the “ORGANIZATION” are the property of the organization and require prior approval from the Executive Director to be used in situations external to the organization.

Office equipment is not to be used for personal purposes. Internet and email are to be used in a responsible and professional manner. “ORGANIZATION” employees are prohibited from sending material that is threatening, obscene, hateful, racist or otherwise inappropriate.

2.3.6 Fitness for Work

“ORGANIZATION” employees must maintain the highest standards of professionalism and conduct when attending work, informal and formal meetings or representing the “ORGANIZATION”. This includes being under the influence of non-prescribed drugs or alcohol while representing the “ORGANIZATION”. Non-compliance may result in disciplinary action up to and including termination.

All employees are expected to report for work 100% fit for their duties and not impaired to any degree.

The “ORGANIZATION” takes seriously the problem of drug and alcohol and is committed to providing a substance free workplace for its employees. This policy applies to all employees of the “ORGANIZATION”, without exception, including part-time and temporary employees.

No employee is allowed to consume, possess, sell or purchase any alcoholic beverage or any drugs which may cause impairment on any property owned or occupied by the “ORGANIZATION”. No employee may use, possess, sell, transfer or purchase any drug or other controlled substance which may alter an individual's mental or physical capacity. The exceptions are aspirin or ibuprofen based products and legal drugs which have been prescribed to that employee, and which are being used in the manner prescribed.

The “ORGANIZATION” may sponsor or host social events for employees or for others such as business associates to which employees are invited. At some of such events alcohol may be served or available. At all such events, employees are expected to limit their consumption of alcohol to reasonable levels and to behave in a responsible fashion throughout the event. No employee who has consumed alcohol at a firm or firm-sponsored event should attempt to drive motor vehicles after the event; car-pooling with the use of designated drivers or the use of a taxi cab service is encouraged.

All employees should report evidence of alcohol or drug abuse to the Executive Director immediately. In cases where the use of alcohol or drugs poses an imminent threat to the safety of persons or property, an employee must report the violation. Failure to do so could result in disciplinary action for the non-reporting employee.

It is our policy at the “ORGANIZATION” to assist employees who suffer from drug or alcohol abuse. You may be eligible for a medical leave of absence. We encourage any employee with a problem to contact the Executive Director for details with respect to the assistance which may be available.

2.3.7 Workplace of Respect

The “ORGANIZATION” is committed to providing a healthy, harassment-free work environment supportive of the dignity, self-esteem and productivity of every employee. We all play an important role in ensuring the workplace is harassment and discrimination-free, values diversity and fosters mutual respect.

Respect at work includes:

* You value yourself as a person and value others
* Others value you as a person
* You understand your job and can do it
* Others recognize the value of your job and you recognize the value of others' jobs
* You act in accordance with your personal values and beliefs and you respect that others can do the same
* Others listen to you and your views and you listen to others

What can our employees do to promote a Workplace of Respect?

* Start the day with common courtesy
* Be mindful of what you do and say
* Maintain an open dialogue
* Take accountability for your actions
* Explore differences
* Look for common ground
* Focus on solutions
* Recognize that social media is not entirely separated from the workplace
* Always be respectful

Our employees are entitled to pursue their duties free from harassment and discrimination. Any act of harassment committed by a “ORGANIZATION” employee at work is considered employee misconduct. If our employees feel they are not being treated with respect, we encourage the employee to let the individual know the behaviour is unwelcome and to ask him/her to stop. If you do not feel comfortable approaching the person on your own, contact the Executive Director for assistance.

*See also HR-16 Workplace Harassment and Violence Policy*

Policy Number: HR-3

Policy Type: **Probationary Period and Performance Reviews**

Date Approved: April 19, 2018

Date Reviewed: March 2018

3.1 **Probationary Period – Executive Director**

3.1.1 Shortly before the ending of the Executive Director’s ninety (90) day probationary period, the Executive Committee will meet with the Executive Director to discuss training, attendance and overall performance. Should there be any concerns, the Executive Committee may choose to extend the Executive Director’s probationary period past ninety (90) days to a maximum of six (6) months. If the probationary period is extended, a meeting will occur with the Executive Committee and a letter will be reviewed with the Executive Director outlining the concerns and the steps required to improve the areas of concern. The letter is to be signed for placement into the employee personnel file. Another review will take place at the end of the extension.

As per *Alberta Employment Standards Code*, during the first ninety (90) days, the Executive Director may resign for any or no reason, with or without notice, and the Executive Committee may terminate employment, for any or no reason, with or without notice.

3.2 **Probationary Period - Employee**

3.2.1 Shortly before the ending of the employee’s ninety (90) day probationary period, the Executive Director will meet with the employee to discuss training, attendance and overall performance. Should there be any concerns, the Executive Director may choose to extend the employee’s probationary period past ninety (90) days to a maximum of six (6) months. If the probationary period is extended, a meeting will occur with the Executive Director and a letter will be reviewed with the employee outlining the “ORGANIZATION”’s concerns and the steps required to improve the areas of concern. The letter is to be signed for placement into the employee personnel file. Another review will take place at the end of the extension.

As per *Alberta Employment Standards Code*, during the first ninety (90) days, an employee may resign for any or no reason, with or without notice, and the “ORGANIZATION” may terminate employment, for any or no reason, with or without notice.

3.3 **Performance Review – Executive Director**

3.3.1 The performance of the Executive Director is formally reviewed by the Board Chairperson with input from the Board at least once a year. As part of this review, the Executive Director job description is reviewed and updated annually to ensure that it is in keeping with the responsibilities of the position.

3.3.2 Goals are set and agreed to for the upcoming year at the time of the performance review.

3.3.3 Evaluations are confidential and must be signed and dated by both the Chair and the Executive Director.

3.3.4 In cases where corrective action or remedial measures are required, the “ORGANIZATION” Executive Committee will work closely with the Executive Director to plan, monitor and document the success of these actions.

3.4 **Performance Review – Employee**

3.4.1 The performance of all other employees is formally reviewed by the Executive Director at least once a year. As part of this review, the employee’s job description is reviewed and updated annually to ensure it is in keeping with the responsibilities of the position.

3.4.2 Evaluations are confidential and must be signed and dated by both the Executive Director and the employee.

3.4.3 In cases where corrective action or remedial measures are required, the Executive Director will work closely with the employee to plan, monitor and document the success of these actions.

Policy Number: HR-4

Policy Name: **Personnel Files**

Date Approved: April 19, 2018

Date Reviewed: March 2018

4.1 Employee personnel files will include, as a minimum, the contract, position description, performance reviews, signed Individual Overtime Agreement and signed Appendix III – Acknowledgement of Receipt and Understanding (HR Manual).

4.2 All employee personnel files will be stored confidentially and securely. This will apply to all formats - paper, online or other electronic formats.

4.3 *Personal Information and Property Act* (PIPA) and *Freedom of Information and Protection of Privacy* (FOIP) guidelines are to be followed in the handling of all confidential personnel information.

Policy Number: HR-5

Policy Name: **Position Descriptions**

Date Approved: April 19, 2018

Date Reviewed: March 2018

5.1 Position Descriptions include reporting structure, responsibilities and knowledge, skills and abilities required for the position. All Position Descriptions can be located in the Board folder on the “ORGANIZATION” portal.

5.2 The Executive Director’s Position Description will be reviewed annually by the Board to ensure relevance and value. This review will occur during the Executive Director’s performance review meeting, conducted on or near the anniversary date.

5.3 Employee Position Descriptions will be reviewed annually by the Executive Director to ensure relevance and value. This review will occur during the employee’s performance review meeting, conducted on or near the anniversary date.

Policy Number: HR-6

Policy Type: **Employee Resignation**

Date Approved: April 19, 2018

Date Reviewed: March 2018

6.1 An employee’s requirement to provide written notice to the “ORGANIZATION” depends on their length of service:

|  |  |
| --- | --- |
| 90 days or less | No requirement |
| Between 91 days and less than 2 years | 1-week notice |
| 2 years or more | 2-weeks notice |

6.2 Written notice will allow for a professional transition of duties and aids in processing the employee’s final pay and records in a timely manner. If the employee was assigned keys, passwords and/or other “ORGANIZATION” owned items, the employee will be asked to return these items upon notification of resignation.

6.3 References for the Executive Director will be provided when requested, if he/she was consecutively employed with the “ORGANIZATION” for six (6) months or longer.

6.4 An employee reference will be provided when requested, if the employee was consecutively employed with the “ORGANIZATION” for six (6) months or longer. Information concerning former or current employees is considered confidential and “ORGANIZATION” employees are strictly prohibited from providing any reference information. All reference inquiries are to be directed to the Executive Director.

Policy Number: HR-7

Policy Type: **Termination**

Date Approved: April 19, 2018

Date Reviewed: March 2018

7.1 It is recognized that the “ORGANIZATION” has a right to terminate the employment of the Executive Director and/or “ORGANIZATION” employees, and this policy outlines the responsibilities associated with these rights.

7.1.1 The Executive Director may be terminated from the “ORGANIZATION” as determined by the Executive Committee. The final responsibility for termination of the Executive Director resides with the Board of Directors through the recommendations of the Chair and one other representative from the Executive Committee.

7.1.2 “ORGANIZATION” employees may be terminated from the “ORGANIZATION” as determined by the Executive Director.

7.2 **Termination with (Just) Cause**

At law, termination for cause means that an action or omission by the employee has irreparably damaged the employment relationship between the employer and the employee. Usually, termination with cause occurs when an employee is dismissed for a serious reason related to the employee's conduct (e.g., gross misconduct).

Termination without notice (or pay in lieu of notice) is justified when you have “just cause.” In this case, progressive discipline is not required.

It is the responsibility of the “ORGANIZATION” to prove that a termination from employment is justified and written documentation supporting this is mandatory.

7.3 **Termination without Cause**

Termination without cause means that the employee is being terminated for reasons that are not related to misconduct and notice of the termination and possibly severance pay is required.

*Alberta Employment Standards Code* provides that an employer may terminate the employment of an employee only by giving the employee written termination notice or termination pay, or a combination of termination notice, and termination pay.

7.4 Upon termination, “ORGANIZATION” requires the return of all “ORGANIZATION” property, including documents, files, drawings, computer equipment, supplies, business credit and other business cards, passwords, security cards and other “ORGANIZATION” owned property on or before the last day of work. If the employee fails to return all “ORGANIZATION”’s property, or returns it in a damaged condition, “ORGANIZATION” reserves the right to take such legal remedies as may be available or applicable, including reporting to applicable authorities.

7.5 Following employer-initiated termination, employees are required to immediately leave the “ORGANIZATION” premises via an escort. The employee will be invited to have personal belongings inventoried and forwarded to them, or invited to return to the office, following usual business hours, to remove personal belongings.

Other employees may not remove personal or business articles from the terminated employee’s work station or office, without authorization from the Executive Director. If any items are removed prior to inventory or personal removal, this must be documented and signed by the Executive Director.

Policy Number: HR-8

Policy Type: **Overtime and Travel Time**

Date Approved: November 7, 2019

Date Reviewed: November 2019

* 1. **Overtime**

8.1.1 Pre-approved overtime worked by the employee will be reimbursed as time off in lieu. The details will be established in a written Overtime Agreement (Appendix I) between the “ORGANIZATION” and the employee.

8.1.2 Time worked between the seven and a half (7.5) hour and eighth (8th) hour will be eligible for time off in lieu in place of overtime pay at an employee's regular hourly wage (1:1 rate).

8.1.3 Time worked after eight (8) hours (or 44 in a week, whichever is greater) will be eligible for time off in lieu in place of overtime pay at an employee’s regular hourly rate (1:1 rate) as per the details outlined in the Overtime Agreement.

8.1.4 Employees are to use up their overtime as soon as possible/reasonable, but no later than six (6) months after the time it was accrued. All time off in lieu must be pre-approved by the Executive Director.

8.1.5 The Executive Director will manage the overtime process to ensure that all overtime is taken by June 30th (fiscal year end).

8.1.6 If the stipulations in 8.1.4 and 8.1.5 cannot be accommodated due to extenuating circumstances, then the time off in lieu must be paid out at the rate of pay in place on the day the six (6) months expire. If banked, 1:1 ratio at current rate of pay. If paid, paid at 1.5 times the current rate of pay.

8.1.7 Overtime hours earned, accumulated and utilized will be tracked on the employee’s timesheet.

8.1.8 All time off will be managed to balance personal and operational requirements.

8.1.9 The above provisions apply to eligible employees as per their employment agreements.

8.2 **Travel Time**

8.2.1 When an employee must travel to an out-of-town location for “ORGANIZATION” business, time spent traveling will be within the employee’s regular hours of work and will be paid at the employee’s regular rate of pay.

8.2.2 If overtime is required due to travel time, see 8.1 Overtime.

Policy Number: HR-9

Policy Type: **Vacation**

Date Approved: April 19, 2018

Date Reviewed: March 2018

9.1 Vacation for “ORGANIZATION” employees is as follows:

|  |  |  |
| --- | --- | --- |
| **When Earned** | **Annual Paid Vacation**  **Full-Time Employees** | **Vacation Pay**  **Part-Time Employees** |
| Upon hire | 3 Weeks | 6% |
| After three (3) years of employment | 4 Weeks | 8% |
| After four (4) years of employment | 4 Weeks + 1 Day | 8% + 1 Day |
| After five (5) years of employment | 4 Weeks + 2 Days | 8% + 2 Days |
| After six (6) years of employment | 4 Weeks + 3 Days | 8% + 3 Days |
| After seven (7) years of employment | 4 Weeks + 4 Days | 8% + 4 Days |
| After eight (8) years of employment | 5 Weeks | 10% |

9.1.1 Part time employees are entitled to vacation time off with no pay, as approved by the Executive Director.

9.2 Vacation time earned, accumulated and utilized will be tracked on the employee’s timesheet.

9.3 Vacations must be planned for least disruption to office workload and pre-approved by the Executive Director. The Executive Director will have holidays approved by the Board Chairperson.

9.4 Vacation must be taken in the year it was earned and carry over must be pre-approved by the Executive Director. Carry over must be utilized in the first three (3) months of the next fiscal year.

9.5 Vacation time must be taken in periods not less than half day increments as per the *Alberta Employment Standards Code.*

Policy Number: HR-10

Policy Name: **General Holidays**

Date Approved: April 19, 2018

Date Reviewed: March 2018

10.1 The “ORGANIZATION” recognizes nine (9) general holidays as per the *Alberta Employment Standards Code*:

New Year’s Day

Alberta Family Day

Good Friday

Victoria Day

Canada Day

Labor Day

Thanksgiving Day

Remembrance Day

Christmas Day

10.1.1 The “ORGANIZATION” recognizes the following three (3) additional general holidays:

Boxing Day

August Civic Holiday (Heritage Day)

Easter Monday

10.2 If a General Holiday falls on a Saturday or Sunday, employees will receive either the Friday or Monday as an alternate day off with their basic rate of pay, at the discretion of the Executive Director.

10.3 The “ORGANIZATION” office will be closed between Christmas Day and New Year’s Day. All employees, including full and part-time, will receive paid time off for these days.

Policy Number: HR-11

Policy Type: **Extended Benefits**

Date Approved: August 28, 2018

Date Reviewed: August 2018

11.1 After completion of the ninety (90) day probationary period, full-time employees will receive extended benefits through the OASSIS Benefit Plan. Benefits under the enhanced plan will be 100% paid for by the “ORGANIZATION” for family, single or single plus one.

11.2 Any applicable portion as determined by Canada Revenue Agency rules will be deemed to be a taxable benefit and will be reflected on the yearly T4 slip.

11.3 Part-time employees are not eligible for extended benefits.

11.4 Please refer to the extended benefit Enrollment Package for further details.

Policy Number: HR-12

Policy Type: **Wellness Days**

Date Approved: April 19, 2018

Date Reviewed: March 2018

12.1 “ORGANIZATION” provides payment of income to full-time employees when that employee is away from work due to medical appointments, illness or injury, and/or mental health concerns. “ORGANIZATION” employees are eligible to use Wellness time when they are in position to care for immediate family members (*see definition under Policy Number: HR-13, Leaves of Absence) for medical appointments, illness or injury and/or mental health concerns.*

12.1.2 Part-time employees are eligible for prorated Wellness Days providing the time away occurs on a regularly scheduled work day.

12.2 If an employee is unable to work, the employee must notify the Executive Director via telephone, email or text message as early as possible.

12.3 “ORGANIZATION” full-time employees are eligible for one (1) paid Wellness Day per full month of continuous employment to a maximum of twelve (12) Wellness Days per fiscal year.

12.3.1 Wellness Days are prorated from the date of hire for the first year.

12.3.2 In the second year of employment, the employee is eligible for twelve (12) Wellness Days.

12.3.3 Wellness Days must be taken in half or full-day increments.

12.3.4 Wellness Days do not carry over from one year to the next, nor are they paid out upon resignation or termination.

12.3.5 Wellness Days cannot be used in conjunction with vacation or banked overtime.

12.3.6 All Wellness Days earned, accumulated and utilized will be recorded on the timesheet.

12.4 A maximum of two (2) consecutive Wellness Days may be utilized at one time; exception would be in the event of illness, injury or mental health concerns.

12.5 If an employee is absent for more than three (3) consecutive Wellness Days due to illness or injury, medical evidence may be required.

12.6 Employees requiring more than twelve (12) Wellness Days per fiscal year may use holiday time or take unpaid time upon Executive Directory approval.

Policy Number: HR-13

Policy Type: **Leave of Absence**

Date Approved: April 19, 2018

Date Reviewed: March 2018

13.1 Maternity/Parental/Adoption Leave, Compassionate Care Leave, and other legislated leaves without pay will conform to the *Alberta Employment Standards Code* and Employment Insurance.

13.2 **Bereavement Leave:** In the event of the death of an employee’s immediate family member, the employee will be granted reasonable leave of absence with pay, up to a maximum of seven (7) calendar days.

13.2.1 Immediate family is defined as, and includes biological, adoptive, step, same sex or in-law relationships: spouse/partner, children, parents, siblings, grandparents, great grandparents, grandchildren, guardian or fiancé.

13.2.2 If additional time is required, time may be granted without pay or used as vacation time at the discretion of the Executive Director.

13.2.3 If death occurs to someone other than an immediate family member, employees may be granted up to one (1) working day with pay to attend the funeral services at the discretion of the Executive Director.

13.3 **Jury Duty:** Any employee who is absent from work because of a requirement to serve as a juror or witness in any court, will be paid his/her regular pay up to a maximum of two (2) months, upon the employee presenting appropriate documentation proving his/her requirement to attend. Any compensation received by the employee from the court (except for compensation for food and travel) within this two-month period will be paid to the “ORGANIZATION”.

9.3.1 If the employee is released from Jury Duty with at least four (4) hours remaining in the work day, the employee is required to return to work for the remainder of the day.

Policy Number: HR-14

Policy Name: **Professional Development**

Date Approved: April 19, 2018

Date Reviewed: March 2018

14.1 **“ORGANIZATION” Staff Professional Development**

All employees are expected and encouraged to continue their professional development through attendance at conferences, seminars, courses or other training opportunities that improve job-related expertise, within the parameters of the professional development budget and with the Executive Director’s approval.

14.1.2 All professional development requires Executive Director approval.

14.1.3 Professional Development guidelines are as follows:

Full-Time Employee $1,000.00 per fiscal year

Part-Time Employee $500.00 per fiscal year

14.2 The allocated dollars per fiscal year cannot be carried over from year to year, unless authorized in advance by the Executive Director.

14.3 All Professional Development should align with the “ORGANIZATION”’s Strategic Direction and link back to the Performance Review.

14.4 Upon approval, the “ORGANIZATION” will pay the professional development costs or reimburse the employee if they choose to pay for the costs upfront.

14.5 If the professional development activity requires a passing grade and the grade is not achieved, or the employee resigns from the “ORGANIZATION” before completing the activity, the employee will be required to repay the “ORGANIZATION” for 100% of all advance payments via the following payroll.

Policy Number: HR-15

Policy Type: **Employee Discipline**

Date Approved: November 7, 2019

Date Reviewed: November 2019

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15.1 Where there is a concern of performance issues or inappropriate behaviour by the Executive Director, the Board Chair will initiate HR processes such as proper documentation and a written paper trail, including notification to the employee. The Board Chair will also address the performance in question with the Executive Director in a timely manner.

15.2 Where there is a concern of performance issues or inappropriate behaviour by all other employees, the Executive Director will initiate HR processes such as proper documentation and a written paper trail, including notification to the employee. The Executive Director will also address the performance in question with the employee in a timely manner.

15.3 Progressive discipline with the aim of being corrective will be utilized except in extreme cases. This includes the following process:

15.3.1 Step 1 – Verbal Warning - a verbal warning, specifying the exact nature of the performance in question and the expected improvements, will be initiated by the Executive Director with the employee.

15.3.2 Step 2 – Written Warning - if the desired improvement does not occur as outlined in Step 1, or additional problems occur, a written warning will be provided, specifying the exact nature of the performance in question and expected improvements. The written warning will be initiated by the Executive Director with the employee.

15.3.3 Step 3 – Final Written Warning - if the conduct addressed by the written warning is repeated or additional problems occur, discipline may progress to a final written warning. This allows the employee a final opportunity to correct behaviour before termination of employment is considered; however, a single incident may be so severe as to merit an immediate final warning or termination. The final written warning will be initiated by the Executive Director with the employee.

15.3.4 Step 4 – Termination - if the desired improvement does not occur, the employee may be terminated.

15.4 A written record of the verbal and written exchanges relating to the performance in question will become a permanent part of the employee’s file. The employee will be provided a copy of all written documentation for his/her records.

15.5 If there is just cause (the matter is of such serious nature that progressive discipline would jeopardize the interests of the “ORGANIZATION”) then immediate termination of employment may occur. See Policy HR-7, Termination.

15.6 This procedure recognizes that each situation is different and unique, and the Executive Director reserves the right to modify, as required, for exceptional circumstances outside what is defined in this policy.

Policy Number: HR-16

Policy Type: **Workplace Harassment and Violence**

Date Approved: August 28, 2018

Date Reviewed: August 2018

The purpose of this policy is to assist all workers in identifying and preventing harassment and violence in the workplace and to provide procedures for handling and resolving complaints.

**Policy Statement**

The “ORGANIZATION” (““ORGANIZATION””) promotes a work environment that is characterized by productivity, professionalism and cooperation and is committed to providing a workplace that is safe and free of harassment and violence.

This policy is intended to prevent harassment and violence of any type, and complaints of harassment and violence will be dealt with promptly, objectively and in compliance with this policy, Occupational Health & Safety legislation and the *Alberta Human Rights Act* without the fear of retaliation.

Any act of harassment or violence committed by or against a worker is unacceptable conduct. The “ORGANIZATION” will not tolerate harassment or violence in any interactions connected to work with the “ORGANIZATION”, and where harassment or violence has occurred, disciplinary action, up to and including termination, may be taken against the individual.

**Scope**

This policy applies to all workers, including contract workers, at all locations where business activities are undertaken for the “ORGANIZATION”. It applies to all situations where activities are connected to work with the “ORGANIZATION” and could impact employment during and outside regular business hours at the workplace, as well as away from the workplace. This includes:

* Activities on the “ORGANIZATION” premises
* Work assignments outside of the “ORGANIZATION” premises
* Work-related conferences, training sessions and seminars
* Work-related travel
* Work-related and/or organization sponsored social functions
* May also include incidents that happen away from work, including but not limited to, inappropriate phone calls and/or visits to a worker’s home

**Definitions**

Complainant – a worker who has brought forward or filed a complaint pursuant to the terms of this policy, alleging that workplace harassment or violence has occurred.

Respondent – a worker who is alleged to have committed an act of harassment or violence against a complainant.

Worker – any person employed by the “ORGANIZATION”, which includes all managers, supervisors, employees, contractors and “ORGANIZATION” volunteers.

Manager/Supervisor – a person who manages (has authority over) or directs workers to perform the services of work in a safe manner within applicable internal and legislative requirements.

Investigator – an individual named by the “ORGANIZATION” to investigate formal and/or informal complaints of harassment or violence.

Workplace Harassment

The *OHS Act* defines harassment as any single incident or repeated incidents of objectionable or unwelcome conduct, comment, bullying or action by a person that the person knows or ought reasonably to know will or would cause offence or humiliation to a worker, or adversely affects the

worker’s health and safety, and includes:

* conduct, comments, bullying or actions because of race, religious beliefs, colour, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, gender, gender identity, gender expression and sexual orientation, and
* a sexual solicitation or advance

but excludes any reasonable conduct of an employer or supervisor related to the normal management of workers or a work site.

*Source: OHS Act, section 1(q)*

Examples of harassment include, but are not limited to:

* unwelcome conduct, comments, gestures or contact which causes offense or humiliation (e.g., name calling, harassing phone calls, spreading rumours)
* deliberate misgendering (i.e., referring to a person using terms or pronouns that do not align with the person's affirmed gender)
* physical or psychological bullying which creates fear or mistrust or which ridicules or devalues the individual (e.g., fist shaking, yelling)
* exclusion or isolation of individuals
* intimidation (e.g., standing too close or making inappropriate gestures/comments)
* cyber bullying (e.g., posting or sending offensive or intimidating messages through social media or email)
* deliberately setting the individual up to fail (e.g., making unreasonable demands, setting impossible deadlines, interfering with work)
* intentionally withholding information or giving the wrong information
* taking away work or responsibility without cause
* displaying or circulating offensive pictures or materials in print or electronic form

Harassment is not:

* Reasonable actions taken by an employer or supervisor while managing and directing workers. Reasonable actions considered to be part of a manager’s or supervisor’s work functions include:
  + changing work assignments, scheduling, assessing and evaluating work performance,
  + inspecting workplaces,
  + implementing health and safety measures, and
  + taking disciplinary action such as dismissing, suspending, demoting, or reprimanding with just cause.

Done reasonably and fairly, these actions should not be considered workplace harassment. Differences of opinion or minor disagreements between coworkers are also not generally considered to be workplace harassment but can turn into harassment if no steps are taken to resolve the conflict. Similarly, difficult conditions of employment such as professional practice limitations, organizational changes, or financial restrictions are not considered harassment. Work-related stress, on its own, does not constitute harassment. However, an accumulation of stress factors resulted from harassing behaviours such as those described earlier may result in a harassment situation.

Bullying

Workplace bullying is a ***repeated pattern*** of negative behaviour aimed at a specific person or group—the bully’s target. Although it can include physical abuse or the threat of abuse, workplace bullying usually causes psychological rather than physical harm.

Because workplace bullying is often psychological, it can be hard to recognize. The most harmful forms of bullying are usually subtle rather than direct, and verbal rather than physical.

Workplace bullying often involves one or more of the following:

* rudeness and hostility that disrespects the target
* threats and intimidation, including the abuse of power
* deliberate acts that interfere with the target’s work

Bullying is:

* spreading rumours and gossip
* making offensive jokes or comments, verbally or in writing
* using insults or put downs
* blaming, scolding, criticizing and belittling
* excluding or isolating
* intimidating by standing too close or making inappropriate gestures
* making unreasonable demands, constantly changing guidelines, setting impossible deadlines and interfering with work
* discounting achievements and stealing credit for ideas or work
* disciplining or threatening job loss without reason
* withholding information or giving the wrong information
* taking away work or responsibility without cause
* blocking requests for training, leave or promotion
* using offensive language or yelling and screaming
* pestering, spying, stalking or tampering with personal belongings and equipment
* physically abusing or threatening abuse

Bullying is NOT:

* enforcing workplace policies and procedures
* evaluating or measuring performance
* providing constructive feedback
* denying training or leave requests with good reason
* discussing disciplinary action in private
* dismissing, suspending, demoting or reprimanding with just cause

Source: <https://alis.alberta.ca/succeed-at-work/manage-challenges/bullies-at-work-what-to-know-and-what-you-can-do/>

Workplace Violence

Violence, whether at a work site or offsite but work related, is defined by the *OHS Act* as the threatened, attempted or actual conduct of a person that causes, or is likely to cause, physical or psychological injury or harm and includes domestic or sexual violence.

*Source: OHS Act, section 1(yy)*

Examples of violence include, but are not limited to:

* physical attack or aggression (e.g., hitting, shoving, pushing or kicking a worker; throwing an object at a worker; kicking an object the worker is standing on, such as a ladder)
* threatening behaviour (e.g., shaking a fist in a worker's face, wielding a weapon at work, trying to hit a worker, trying to run down a worker using a vehicle or equipment, destroying property or throwing objects)
* verbal or written threats (e.g., verbally threatening to attack a worker, leaving threatening notes or sending threatening emails to express an intent to inflict harm on a worker)
* domestic violence
* sexual violence

Domestic Violence

Domestic violence is a pattern of behaviour used by one person to gain power and control over another with whom a person has or has had a personal relationship. This can range from subtle, coercive forms to violent acts that result in physical harm or death. Examples of behaviour may include physical violence, sexual abuse, financial control, emotional and psychological intimidation, verbal abuse, stalking and using electronic devices to harass and control.

Domestic violence becomes a workplace hazard, and is no longer limited to a personal issue, when it occurs or spills over into the workplace. It may put the targeted worker at risk and may pose a threat to co-workers.

Domestic violence can occur between, but not limited to:

* current or former intimate partners
* people of all ages
* family members
* people of all racial, economic, educational and religious backgrounds
* people in heterosexual and same-sex relationships

Nature of the relationships could be:

* living together or separately
* married or unmarried
* in short- or long-term relationships

*Source:* [*http://www.enform.ca/files/OHS-workplace-violence-harassment.pdf*](http://www.enform.ca/files/OHS-workplace-violence-harassment.pdf)

Sexual Violence

Sexual violence as a workplace hazard refers to any sexual act, attempt to obtain a sexual act, or other act directed against a worker’s sexuality using coercion, by any person regardless of their relationship to the victim, in a workplace or work-related setting.

Sexual violence exists on a continuum from obscene name-calling to rape and/or homicide and includes on-line forms of sexual violence (e.g., Internet threats and harassment) and sexual exploitation.

Retaliation

Retaliation is any action with a negative impact taken, threatened or suggested against a person because that person:

* Files a complaint pursuant to this policy
* Associates with the person who filed a complaint pursuant to this policy
* Participates in any way in an investigation of a complaint pursuant to this policy
* Reports any failure to follow through with a decision flowing from an investigation pursuant to this policy

Examples of retaliation may include, but are not limited to:

* Threat of or actual demotion or involuntary transfer
* Negative changes in terms or conditions of employment
* Denial of opportunities including training opportunities
* An intentionally negative and malicious performance evaluation
* The denial of standard employee benefits (e.g., use of leave, etc.)
* Exclusion from workplace social activities

Regardless of the outcome of a complaint made in good faith, the worker lodging the complaint, as well as anyone providing information, will be protected from any form of retaliation by co-workers and management. Retaliation is a breach of this policy and any worker engaged in retaliation may be subject to disciplinary action up to and including termination. Workers should report any incidents of retaliation immediately to the Executive Director.

*Source:* [*http://www.enform.ca/files/OHS-workplace-violence-harassment.pdf*](http://www.enform.ca/files/OHS-workplace-violence-harassment.pdf)

Frivolous or Vexatious Complaints

Frivolous or vexatious complaints are those where the complainant or others know there is no foundation that would suggest a breach of this policy and where the complaint is filed with false information or for the purpose of bringing an adverse consequence to the respondent or another worker of the “ORGANIZATION”. These complaints are a breach of this policy and any worker engaged in the filing of such a complaint may be subject to disciplinary action up to and including termination.

An investigation may determine that a complaint is not supported, is not presented in good faith or that there is no breach of this policy. Such a finding does not automatically mean that the complaint was frivolous or vexatious.

**Responsibility**

Management must:

* Model professional behaviour,
* Ensure their workers are not subject to or participate in harassment or violence at the work site,
* Ensure that the required Workers Compensation claim and accompanying documentation is filed in the event that outside medical treatment is sought as a result of a workplace violence incident,
* Ensure confidentiality for the victim and accused,
* Investigate all reports of workplace harassment and violence,
* Not participate in harassing behaviour,
* Provide all workers with information and instruction on the contents of this workplace harassment and violence policy and procedure, and
* Ensure that all workers are trained and understand the employer’s expectations for appropriate conduct at work.

It is the responsibility of management to take immediate and appropriate action to report or deal with incidents of harassment or violence whether brought to their attention or personally observed. Under no circumstances should a complaint be dismissed or down-played or the complainant told to deal with it personally.

Workers must:

* Work in compliance with this policy in their daily work interactions and activities,
* Refrain from causing or participating in harassment or violence,
* Take appropriate measures to ensure that prohibited conduct does not occur and is reported,
* Cooperate with investigations where and when required, and
* Respect the confidentiality of anyone involved in a harassment complaint.

Lack of awareness of the policy is not a defense for harassing behaviour. Nothing in this policy precludes a worker’s right to seek action under the *OH&S Act*, *Alberta Human Rights Act* or to contact law enforcement officials.

**Confidentiality**

The “ORGANIZATION” pledges to respect the privacy of all concerned as much as possible. The “ORGANIZATION” will not disclose the circumstances related to an incident of harassment or violence or the names of the parties involved except where necessary to investigate an incident, take corrective action, inform the parties involved in the incident of the results of the investigation and corrective action taken, or as required by law.

**Records**

Records of a complaint and any supporting documentation will be kept in a separate complaint file and can only be accessed by the Executive Director and/or their delegate and those that need the file for investigative or legal purposes.

**Review**

To protect workers from workplace harassment or violence, the “ORGANIZATION” is required to review this policy and procedure every three (3) years or more often, as necessary (an incident of harassment or violence will trigger a review of this policy).

**Supporting Documents**

* *OH&S Act* - [http://www.qp.alberta.ca/1266.cfm?page=O02P1.cfm&leg\_type=Acts&isbn”ORGANIZATION”=9780779800865&display=html](http://www.qp.alberta.ca/1266.cfm?page=O02P1.cfm&leg_type=Acts&isbncln=9780779800865&display=html)
* OH&S - <http://www.enform.ca/files/OHS-workplace-violence-harassment.pdf>
* Alberta Human Rights Commission - <https://www.albertahumanrights.ab.ca/Pages/default.aspx>
* *Alberta Human Rights Act* - <http://www.qp.alberta.ca/documents/Acts/A25P5.pdf>
* Workplace Harassment and Violence Complaint Form (Appendix “II”)

**Workplace Harassment and Violence Procedure**

This procedure outlines the methods or processes required to make the policy work on a day-to-day basis. The procedures establish a way of doing things that the employer and workers are to follow.

**Reporting**

The worker will report a violation of this policy, preferably in writing by completing and submitting the Workplace Violence & Harassment Complaint Form (Appendix “II"), to the Executive Director immediately after the incident/alleged incident occurs.

In some cases, the worker may just want to briefly discuss a concern with the Executive Director and may choose not to file a formal complaint. If a worker chooses to opt out of the reporting procedure, the Executive Director is still required to document the complaint.

In cases where outside medical attention is required as of the result of injuries, the Executive Director will complete and submit the appropriate Workers’ Compensation [documentation](https://www.wcb.ab.ca/resources/for-employers/forms-and-guides/index.html) based on the local legislative requirements.

**Early Resolution**

Every reported instance of a violation of this policy may not result in a formal complaint procedure being implemented. The Executive Director may consider, permit and facilitate an early resolution in a fair and respectful manner without having to use a formal complaint process. This decision will be based on several factors including, but not limited to: meeting the reasonable objectives of the employer, to protect the worker, to protect the workplace, and the number and the seriousness of the allegation(s).

Every effort will be made to resolve the problem early with open communication and in a cooperative manner. The use of problem-resolution mechanisms such as coaching, mediation, alternative dispute resolution and facilitation can, in many instances, resolve the issue and prevent the situation from escalating to the point where filing a formal complaint is necessary.

Problem-resolution mechanisms may involve the services of an outsourced Human Resources consulting organization, legal advisor or other professional providers.

**Formal Complaint**

If a worker feels offended by the actions of another worker:

* 1. Tell the harasser that their behaviour is unwelcome and ask them to stop. To communicate concerns effectively, follow these suggestions:

• Describe the offensive behaviour, explain why it’s unacceptable and describe the effect it has on you

• Focus on the behaviour or action, not the person

• If support is required, arrange for a witness to be present when you approach the harasser

• If you do not feel comfortable talking to the harasser in person, write a letter and send it via e-mail; keep the delivery receipt and a copy of the letter

* 1. If you prefer not to discuss the matter directly with the harasser, the behaviour persists or the allegation is of a serious nature (e.g., violent behaviour), report the incident to the Executive Director.

• If the alleged harasser is the Executive Director, or you feel that the Executive Director is not responding to your complaint in a timely fashion, report the incident to the “ORGANIZATION” Board Chairperson; the Board Chairperson will refer to “how a complaint will be handled.”

* 1. The Executive Director will conduct a pre-screen meeting with you to gather information and to decide the next course of action.
  2. Next course of action may include coaching, mediation, or it may be determined to proceed with a formal complaint.

*It is requested that workers keep a factual journal of events. Record the date, time, location, who was involved, what happened (in as much detail as possible, including how events happened – words, tone of voice, body language, etc.), names of witnesses and the outcome/impact on you. A record of the number and frequency of events can help establish a pattern of harassment and/or violence.*

How a complaint will be handled

1. Formal complaint is received by the Executive Director
   * 1. The reported behaviour will be measured against this policy and, if an investigation is warranted, an investigation will be undertaken by the “ORGANIZATION”, which may involve the services of an outsourced Human Resources consulting company or legal advisor.
     2. In the event of an allegation of harassment or violence which, due to the severity of the allegation, makes it impossible for the complainant and the respondent to continue working together, either party may be temporarily transferred based on skill set and responsibilities or offered a temporary leave of absence pending completion of the investigation.
   1. Investigator is assigned
      1. The Executive Director will assign an investigator that is appropriately trained to the case; the investigator will act as fact-finder and is responsible for determining if there is a breach of policy
   2. Investigation is conducted
      1. An investigation will be undertaken as quickly as possible
      2. The complainant will be contacted by the investigator within four (4) working days of a complaint being accepted for investigation
      3. To conduct a fair and thorough investigation, the respondent will be provided the complainant’s name and information about the particulars of the complaint, and offered an opportunity to respond
   3. Interviews are held
      1. Both the complainant and the respondent will be interviewed, separately
      2. Individuals who may be able to provide relevant information (witnesses) will be interviewed individually
      3. Each interviewee has the right to be accompanied by an advisor or representative, if they wish
   4. Investigator’s report is filed
      1. When the investigation is complete, the investigator will submit a report to the Executive Director that will set out the allegations, the parties’ responses, findings of fact, and a decision (whether policy was breached).
   5. The outcome
      1. The investigator may find either, both or neither the complainant and respondent in contravention of this policy. Determining culpability and discipline will be the responsibility of the Executive Director. The Executive Director will inform the complainant and respondent, either verbally or in writing, of the outcome of the investigation.
   6. Possible results and remedies
      1. *Not in contravention – no action taken*: if the investigation fails to find sufficient evidence to support the complaint, no documentation concerning the complaint will be placed in either the complainant’s or the respondent’s file.
      2. *Not in contravention – action taken*: if the investigation fails to find sufficient evidence to support the complaint, but inappropriate personal interactions have occurred, the Executive Director may take action to facilitate an expectation of appropriate personal interaction but exclude disciplinary measures.
      3. *Contravention – action taken*: if there is a finding of harassment or violence, the Executive Director will take action, which may include disciplinary measures up to and including termination. The disciplinary decisions of the Executive Director will be documented and placed in the respondent’s personnel file. No documentation of any kind will be placed in the complainant’s file.
      4. Regardless of the result and remedy offered, the “ORGANIZATION” will not offer or be held liable to provide monetary or financial relief to anyone that is involved in the provisions under this policy.

Policy Number: HR-17

Policy Type: **Issue/Conflict Resolution**

Date Approved: April 19, 2018

Date Reviewed: March 2018

17.1 If the Executive Director has a work-related issue, he/she will discuss it with the Board Chair. If the matter cannot be resolved to the satisfaction of the Executive Director, the following procedure will occur:

17.1.1 The work-related issue will be put in writing and presented to the Board Chair within ten (10) days of the incident which gave rise to the work-related issue. The Board Chair will meet with the Executive Director within five (5) days of the notice and will respond within five (5) days of the meeting.

17.1.2 If the work-related issue is related to the Board Chair then any member of the Executive Committee may be approached by the Executive Director.

17.2 If an employee has a work-related issue, he/she will discuss it with the Executive Director. If the matter cannot be resolved to the satisfaction of the employee, or the work-related issue directly involves the Executive Director, the following procedure will occur:

17.2.1 The work-related issue will be put in writing and presented to the Board Chair within ten (10) days of the incident which gave rise to the work-related issue.

17.2.2 The Board Chair and one (1) representative from the Executive Committee will meet with the employee and/or the Executive Director within five (5) days of the notice and will respond to the employee and/or the Executive Director within five (5) days of the meeting; this decision will be final and binding.

17.2.3 If the work-related issue involves the Executive Director and cannot be resolved following the steps above, it will be referred to an ad hoc Grievance Committee of three (3) members appointed by the Board. The “ORGANIZATION” may include an impartial third party to assist in resolving the conflict.

Policy Number: HR-18

Policy Name: **Working Remotely**

Date Approved: August 28, 2018

Date Reviewed: August 2018

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**Purpose**

“ORGANIZATION” employs staff who must work remotely in order to fulfill their roles and responsibilities on behalf of the “ORGANIZATION”. Edmonton-based staff may also face circumstances when it is beneficial to work remotely.

**Definition**

Working Remotely is defined as *an arrangement where an employee works from home or an alternate work site. The employee uses telecommunications and computer technology to facilitate this process.*

**Scope and Approval**

This Working Remotely policy does not alter or supersede the terms of the existing employment relationship. The employee must comply with all applicable rules, policies, practices and instructions that would apply if the employee were working at the Edmonton office. Work products that are developed or produced by the employee remain the property of the “ORGANIZATION”.

Working remotely requires a written agreement between the employee and the Executive Director if not already documented in an employee’s letter of employment.

**Expectations**

The expectations for working remotely include, but are not limited to:

* Job tasks and functions can be effectively performed at a remote work site
* The employee works independently with little or no supervision and is able to manage their time effectively and without distractions
* The employee keeps the Executive Director informed of progress on assignments and any problems encountered while working remotely
* The employee meets deadlines and produces quality work
* The employee agrees to attend pre-scheduled work meetings, training sessions and/or similarly required work-related events
* The employee maintains high-speed internet access
* The employee maintains a cell or landline phone suitable for business purposes
* The employee maintains all “ORGANIZATION” property residing at the remote site
* The employee is knowledgeable of job expectations and requirements

**Occupational Health and Safety**

The “ORGANIZATION” may make on-site visits to the employees’ remote work site, at a mutually agreed upon time, to ensure that the designated work space is safe and free from hazards and to maintain, prepare, inspect or retrieve company-owned equipment, software, supplies and furniture.

The employee remains liable for injuries to third parties and/or members of the employee’s family on the employee’s premises.

**Equipment and Property**

The “ORGANIZATION” must ensure:

* Agreement of ownership of furniture and equipment
* Agreement of maintenance of furniture and equipment

The employee agrees to take reasonable steps to protect any “ORGANIZATION” property and/or equipment from theft, damage or misuse. This includes maintaining data security, privacy and record confidentiality to at least the same degree as when working at the “ORGANIZATION” Edmonton Office. The employee may not duplicate “ORGANIZATION”-owned software and will comply with the licensing agreements for use of all software owned by the organization. Depending on the circumstances, the employee may be responsible for any damage to or loss of “ORGANIZATION” property and/or equipment.

When the employee uses personal equipment, software, data, supplies and furniture, the employee is responsible for maintenance and repair of these items unless other arrangements have been made in advance and in writing with the Executive Director. The “ORGANIZATION” assumes no responsibility for any damage to, wear of, or loss of the employee’s personal property, and the “ORGANIZATION” shall not be responsible for the cost of the employee’s personal utilities.

The employee agrees to return in good working order and in a timely fashion all “ORGANIZATION”-owned items used at the remote work site upon request or if the working remotely arrangement is discontinued for any reason. If legal action is necessary to regain possession of “ORGANIZATION”-owned property and/or equipment, the employee agrees to pay all costs of the suit incurred by the “ORGANIZATION”, including attorneys’ fees, if the company prevails.

Policy Number: HR-19

Policy Name: **Computer Use**

Date Approved: August 28, 2018

Date Reviewed: August 2018

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17.1 The “ORGANIZATION” will backup all computers remotely to an external server housed outside of the “ORGANIZATION” office. Remote back-up is performed continuously, and local back-up is performed once a week. This protects and maintains important “ORGANIZATION” data against theft, fire, computer crashes, and other unforeseen circumstances.

17.2 The following activities are strictly prohibited when using “ORGANIZATION” computers and technology:

* Intentionally interfering with, tampering with, or disrupting resources
* Intentionally transmitting any computer viruses, worms, and other malicious software
* Attempting to access or exploit any prohibited resources (e.g. pornographic/ hateful/ harmful/inappropriate subject matter)
* Knowingly enabling inappropriate levels of access by others
* Disclosing any unauthorized or confidential electronic information/data
* Downloading, installing or introducing to the network hardware or software without written approval from the Executive Director (downloaded software must be used only under the terms of its license)
* Copying software for use on home computers unless proper authorization is given by the Executive Director
* Storing personal files on “ORGANIZATION”’s computer hard drives or network file servers
* Engaging in activity which would or could in any way bring discredit, disrepute or litigation upon the “ORGANIZATION”
* Engaging in personal online commercial activities, including offering services or products for sale or soliciting services or products from online providers
* Engaging in any activity that could compromise the security of the “ORGANIZATION”’s servers or computers
* Allowing unauthorized or third parties to access “ORGANIZATION”’s network and resources

17.3 Cable locks or locked storage will be required for all laptop computers located at the “ORGANIZATION”’s Provincial Office in Edmonton. All “ORGANIZATION” staff working remotely should do their best to ensure the safety of “ORGANIZATION” equipment in their possession.

17.4 All “ORGANIZATION” computers and necessary programs (such as accounting or email programs) will be password protected to prevent unauthorized access. Making copies of system configuration files for personal use or to provide to a user external to the association is forbidden, as is downloading or installing security programs that reveal weaknesses in systems security. For example, users shall not run password-cracking programs.

17.5 It is the policy of the “ORGANIZATION” to respect the proprietary rights of a computer software developer. As a user, you are required to comply with the licence agreements associated with the computer software products. Permitted activities in licence agreements vary from product to product.

17.6 Social Networking Sites and Blogs

The use of personal social networking sites (e.g., Facebook, Twitter, YouTube, Instagram, etc.) have been deemed an acceptable use of personal internet at the before/after scheduled work hours or scheduled breaks.

Users will be held accountable for what they write or post on personal social media or internet pages if the content relates to the “ORGANIZATION”. Inflammatory comments, unprofessional remarks or disparaging remarks made about the “ORGANIZATION”, its employees, members, customers, Board or competitors may be subject to disciplinary action, up to and including termination.

The abuse of personal internet use on these sites using either the “ORGANIZATION”’s computers or personal access devices during normal working hours, may be subject to disciplinary action, up to and including termination of employment.

Policy Number: HR-20

Policy Name: **Privacy and Personal Information**

Date Approved: April 19, 2018

Date Reviewed: March 2018

* 1. **Privacy Policy Statement**

The “ORGANIZATION” (“ORGANIZATION”) is committed to protecting personal information gathered from our employees, members and third-party system partners. “ORGANIZATION” manages personal information in accordance with Alberta’s Personal Information Protection Act (PIPA), Canada’s Personal Information Protection and Electronic Documents Act (PIPEDA) and other applicable laws.

20.2 **Definitions**

20.2.1 Personal Information: Personal information means information about an identifiable individual. This includes but is not limited to an individual’s name, home address and phone number, age, sex, marital or family status, an identifying number, financial information, and educational history.

20.2.2Express Consent: Permission that is specifically given by an individual either in writing, via electronic communications or by real-time verbal consent.

20.3.3 Implied Consent: Consent that can be inferred based on the nature of the service being provided, where the purpose is obvious (for example, producing a credit card to pay a fee when the information will be used only to process the payment).

20.4.4Third Party: A Third Party is an organization or individual that supplies a particular service or product to the “ORGANIZATION”. The terms third-party, third-party provider, service provider, partner, vendor and consultant can be used interchangeably.

20.3 **Collection and Use of Personal Information**

“ORGANIZATION” collects only the personal information needed for providing services to individuals, such as:

* Professional supports and training
* “ORGANIZATION” and CALP system information and updates
* “ORGANIZATION”’s years of service recognition program
* Payroll information (name, date of birth, SIN, wage/salary, bank information)
* Other (emergency contact, dependent information, home address/phone number)

Any information “ORGANIZATION” collects through correspondence, (e-mail or other electronic messages, written letter, phone or verbal messages), will only be used to address the matters within that communication, unless another purpose is clearly stated and agreed to.

Personal information that is no longer needed for these identified purposes will be destroyed, erased or made anonymous.

20.4 **Consent**

“ORGANIZATION” normally collects personal information directly from individuals but may collect some information from another person authorized by the individual. By providing information to the “ORGANIZATION”, the individual(s) is providing **express consent** for “ORGANIZATION” to use the information for the stated purpose(s).

CALP staff are deemed to have provided **implied consent** to share limited personal information as it relates to their position within their organization (including but not limited to their full name, work contact details, date of employment, etc.), in order for “ORGANIZATION” to provide support services to the individuals and organizations in the Community Adult Learning Program system. This implied consent is based on an existing business relationship.

“ORGANIZATION” assumes an individual’s ongoing consent to use and, where applicable, disclose personal information that has been collected for the originally stated purpose. If “ORGANIZATION” wishes to use the information for a purpose not previously identified, individuals will be advised of the new purpose and must consent.

“ORGANIZATION” may choose not to request consent when the collection, use or disclosure of personal information is to a Selection Committee for an honor or award. “ORGANIZATION” does not request consent when the use or disclosure of personal information is in an emergency that threatens life, health or safety.

At any time, an individual may withdraw consent to the use and disclosure of personal information, unless the personal information is necessary for “ORGANIZATION” to fulfil any legal obligation(s).

20.5 **Protection of Personal Information**

The organization educates employees and volunteers about this Policy.

**Confidentiality:**

“ORGANIZATION” respects the privacy of members and partners. “ORGANIZATION” shall protect the confidentiality of our members and partners, especially regarding any personal information. “ORGANIZATION” will not sell personal information to any third parties for any purpose.

“ORGANIZATION” employees and the Board will sign the “ORGANIZATION” Code of Conduct annually, which includes a confidentiality clause.

**Data Protection and Security:**

“ORGANIZATION” makes every reasonable effort to protect personal information. “ORGANIZATION” employees protects physical records with lock and key and ensures strong passwords and other network security protocols are in place for the protection of electronic data.

“ORGANIZATION” uses appropriate security measures to destroy personal information, including shredding paper records and permanently deleting electronic records. “ORGANIZATION” shall minimize the risk of any loss, misuse, disclosure or modification of personal information, as well as any unauthorized access to personal information.

* 1. **Access to Personal Information**

“ORGANIZATION” makes every reasonable effort to ensure that personal information is accurate and complete. It is the responsibility of any individual to notify the “ORGANIZATION” if there is a change to their personal information that may affect their relationship with the association. Individuals may contact “ORGANIZATION” to request a correction to their own personal information. In some cases, “ORGANIZATION” may ask for a written request for correction or amendment.

Policy Number: HR-21

Policy Name: **CASL – CEM Compliance**

Date Approved: April 19, 2018

Date Reviewed: March 2018

**CASL - CEM Policy Statement**

One of the main purposes of Canada’s Anti-Spam Legislation (CASL) is to regulate unsolicited commercial electronic messages (CEMs). Non-compliance with CASL can bring heavy penalties. This policy ensures that everyone sending CEMs on behalf of “ORGANIZATION” complies with the law. This CASL – CEM Compliance Policy applies to all employees, volunteers, contractors, vendors and others sending electronic messages on behalf of “ORGANIZATION”

**Definitions**

1. Canada’s Anti-Spam Legislation (CASL): “Canada’s Anti-Spam Legislation: An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities.” This Act amends the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act to regulate the transmission of commercial message and provide all Canadians control over which CEMs they wish to receive.
2. Electronic Address: An address used to transmit an electronic message to an electronic mail account, an instant messaging account, a telephone account or any similar account.
3. Electronic Message: A message sent by any means of telecommunication, including a text, sound, voice, image or email message.
4. Commercial Electronic Message (CEM): CEMs are messages that encourage participation in commercial activity. Even if a commercial message is not sent with an expectation of generating a profit, and there is no financial transaction associated with the activity, it is still considered a CEM.
5. Commercial Activity: Any activity that encourages people to purchase (or promotes) a product, good or service, whether or not a profit is expected.
6. Express Consent: Permission given by an individual in writing, via electronic communications or by real-time verbal consent.
7. Implied Consent: When consent is not given expressly, but is inferred from a person’s actions, inaction or silence, or through an existing business and professional relationship.
8. Unsubscribe: To withdraw consent to receive CEMs.

**CEM Components and Guidelines**

All CEMs must contain:

* Sender first and last name;
* Sender email address;
* Organization name;
* “ORGANIZATION”’s mailing address;
* Telephone number(s);
* Link to “ORGANIZATION” website(s);
* Instructions on how to unsubscribe or modify communication preferences clearly visible.

If the CEM is sent on behalf of someone else at “ORGANIZATION”, include that person’s name and the sender’s name, in addition to the information listed above.

**CEM Recipients**

Employees, volunteers, contractors, vendors and anyone else sending CEMs on behalf of “ORGANIZATION” are to send CEMs ONLY to the electronic address of individuals who have provided express or implied consent.

**Unsubscribe Requests**

Forward all “unsubscribe” requests immediately to the “ORGANIZATION” Communications Specialist at [news@calp.ca](mailto:news@calp.ca), and copy Program Support at [office@calp.ca](mailto:office@calp.ca) in order to ensure prompt processing of the request.

# **Appendix I – Individual Overtime Agreement**

1. It is agreed between: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Employee Name/Address (“Employee”)*

-and-

“ORGANIZATION” of 4107 – 99 Street NW, Edmonton, AB (“Employer”)

that either wholly or partly the Employer will provide, and the Employee will take, time off with pay in place of overtime pay for those hours worked in excess of eight (8) or forty-four (44) in a week comprising of Monday to Friday.

1. Time off with pay is banked at the rate of one (1) hour worked for each overtime hour worked.
2. The time off with pay in place of overtime pay shall be provided, taken and paid at the regular rate of wages at a time that the Employee could have worked and received wages from the Employer.
3. The time off shall be provided, taken and paid within six (6) months of the end of the pay period in which it was earned unless the Director of Employment Standards issues a permit providing for a longer period of time.
4. If the time off in place of overtime pay is not provided, taken and paid in accordance with paragraph three (3), the Employee shall be paid overtime of at least 1.5 times the employee’s wage rate for the overtime hours worked.
5. Time off in place of overtime shall be treated as hours of work and remuneration paid in respect to time off in place of overtime pay shall be treated as wages.
6. The Employer shall provide a copy of this Agreement to the Employee.
7. No amendment on termination of this Agreement shall be effective without at least one (1) month’s notice in writing by one party to the other.

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Employee

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Executive Director

**Appendix II - Workplace Harassment and Violence Complaint Form**

***Please fill out in as much detail as possible.***

***Complete one complaint form per respondent (i.e., who you are making the allegations against).***

|  |  |  |  |
| --- | --- | --- | --- |
| **Complainant Information** | | | |
| Full **Name**: |  | **Position** / Title: |  |
| Work **Location**: |  | Manager / Supervisor: |  |

|  |  |
| --- | --- |
| **Details of the Incident(s)** | |
| **When** the incident(s) happened (dates and times): | **Where** the incidents(s) happened (location[s]): |
| Respondent’s Name (**who**) - person alleged to have violated organization policy and his/her **position** (title): | |
| Names of **other people** involved in the incident(s) and their positions/titles (if any): | |
| **Witnesses** (if any): | |
| What **specifically** did the person say or do?  *Please describe what happened and which* ***organization policy*** *may have been violated for each incident listed. If more space is needed, please attach additional pages to this form.* | |

|  |
| --- |
| What **specifically** did you say or do? |
| Do you know of any **other individuals** who have been subjected to these behaviours by this person?  If so, please list their names here. |
| Have you received any **evidence** (notes, e-mails, text messages, pictures, graffiti, phone calls/voice mail messages, etc.) from the person suspected of violating organization policy?  *(If yes, please attach documentation.)* |
| Were you physically injured during this incident?  🞎 No 🞎 Yes If yes, describe the injury. |
| How has this matter **affected** you? |
| What would you like to see done to **resolve** this situation? |

I hereby certify that to the best of my knowledge the above-mentioned information is true, accurate and complete. I acknowledge that making false, frivolous or vexatious allegations is in violation of policy and subject to disciplinary action.

Furthermore, I realize that an investigation will be initiated once this complaint has been filed.

|  |  |
| --- | --- |
| Signature of the Complainant: |  |
|  |  |
| Date: |  |

**Appendix III – Acknowledgement of Receipt & Understanding**

This HR Policy has been prepared for your information and to understand the policies, philosophies and practices of the “ORGANIZATION”. **PLEASE READ IT CAREFULLY**.

Upon completion of your review of the HR Policy Manual, please sign the statement below and return to the Executive Director by the requested date.

I, , acknowledge that I have received and read a copy of the “ORGANIZATION”’s HR Policy Manual which outlines the policies, procedures, practices and expectations of the “ORGANIZATION”, as well as my responsibilities as an employee.

I understand that the HR Policy Manual is not intended to cover every situation which may arise during my employment, but it is a guide to the policies, practices, benefits and expectations of the “ORGANIZATION”.

The information contained in the HR Policy Manual is subject to any terms which may be contained in a specific employment offer or agreement. It does not confer any special rights, benefits or guarantee continued employment.

“ORGANIZATION” reserves the right to make changes to this HR Policy Manual at any time and are subject to change without notice. Where appropriate, employees will be notified, in advance, of policies under review and their input will be encouraged. The final decision and approval of all policy rests with the Board. Any situations or circumstances not addressed by this HR Policy Manual shall be governed by the *Alberta Employment Standards Code.*

By my signature below, I acknowledge, understand, accept and agree to comply with the information, policies and terms contained in the HR Policy Manual provided to me by the “ORGANIZATION”. I also acknowledge that I have been provided the opportunity to discuss any policies contained in this HR Policy Manual with a “ORGANIZATION” representative to answer any questions and to obtain any clarification that I might require.

Employee Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_