

**THE AGENCY FOR CO-OPERATIVE HOUSING**

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**June 2010**

# THE AGENCY FOR CO-OPERATIVE HOUSING

## Human Resources Policy

### Table of Contents

<b>1. PREAMBLE.....</b>	<b>1</b>
<b>2. PURPOSE.....</b>	<b>1</b>
<b>3. AUTHORITIES.....</b>	<b>2</b>
<b>4. APPLICATION OF POLICY .....</b>	<b>2</b>
<b>5. DEFINITIONS.....</b>	<b>3</b>
5.1 EMPLOYEE .....	3
5.2 INDEPENDENT CONTRACTOR .....	3
5.3 PART-TIME AND FULL-TIME EMPLOYEE.....	3
5.4 PERMANENT, TEMPORARY AND CASUAL EMPLOYEE.....	4
5.5 MANAGERIAL EMPLOYEE .....	4
<b>6. NON-DISCRIMINATION.....</b>	<b>4</b>
6.1 GENERAL .....	4
6.2 PAY EQUITY.....	5
<b>7. CREATION OF NEW POSITIONS.....</b>	<b>5</b>
<b>8. PAY GRADES .....</b>	<b>5</b>
<b>9. COMPENSATION AND BENEFITS.....</b>	<b>5</b>
9.1 INTRODUCTION .....	5
9.2 GOALS .....	6
9.3 SALARY SCALE .....	6
9.4 CORPORATE INCENTIVE .....	7
9.5 GROUP BENEFITS PLAN.....	8
9.6 PENSION PLAN .....	8
9.7 SUPPLEMENTAL UNEMPLOYMENT BENEFITS PLAN.....	9
9.8 SELF-FUNDED PREPAID LEAVE PLAN .....	9
<b>10. TERMINATION OF EMPLOYMENT FOR REDUNDANCY.....</b>	<b>9</b>
10.1 REDUCTION IN WORKFORCE .....	9
10.2 NOTICE TO EMPLOYEES .....	9

<b>11. HARASSMENT AND VIOLENCE IN THE WORKPLACE.....</b>	<b>10</b>
11.1 RIGHT TO FREEDOM FROM HARASSMENT .....	10
11.2 PURPOSE .....	10
11.3 APPLICATION .....	10
11.4 MANAGEMENT RESPONSIBILITIES .....	11
11.5 EMPLOYEE RESPONSIBILITIES .....	11
11.6 DEFINITIONS .....	11
11.7 SEXUAL HARASSMENT.....	13
11.8 COMPLAINTS PROCEDURE.....	13
<b>12. EMPLOYEE WELLNESS .....</b>	<b>16</b>
<b>13. HEALTH AND SAFETY .....</b>	<b>16</b>
13.1 COMPLIANCE WITH LAWS AND REGULATIONS .....	16
13.2 WORKPLACE STANDARDS.....	16
13.3 RIGHT TO REFUSE TO WORK .....	16
13.4 EMPLOYEE CONDUCT .....	16
13.5 EMPLOYEE SUGGESTIONS .....	16
<b>14. CONFLICTING EMPLOYMENT RELATIONSHIPS .....</b>	<b>17</b>
14.1 POLICY.....	17
14.2 DEFINITIONS .....	17
14.3 DISCLOSURE .....	18
14.4 DUTY TO ACCOMMODATE.....	19
<b>15. GENERAL PROVISIONS.....</b>	<b>19</b>
15.1 CONFIDENTIALITY .....	19
15.2 ETHICAL CONDUCT AND CONFLICT OF INTEREST .....	20
15.3 COPYRIGHT.....	20

# THE AGENCY FOR CO-OPERATIVE HOUSING

## Human Resources Policy

### 1. Preamble

- 1.1 To fulfil its commitments to its clients and to realize its vision, the Agency for Co-operative Housing (the “Agency”) must recruit and retain a superior staff and must manage its affairs in a way that allows each staff member to contribute their best.
- 1.2 The Agency wishes to develop and sustain a motivating, productive and healthy work environment for all of its staff members through the adoption and application of progressive human resources policies.
- 1.3 The Board of Directors has set out a vision and mission for the Agency and adopted a statement of values that govern its conduct with its government and co-operative partners, staff members and the general public. Agency Employees will strive to realize the vision and mission, as adopted by the Board, and are expected to uphold the Agency’s values in their dealings with all Agency stakeholders.
- 1.4 The Board of Directors has delegated to the Chief Executive Officer the authority to develop and administer policies covering the following human resources matters: job descriptions; selection of employees; probation period; hours of work and overtime; administration and payment of salaries; administration of group benefits; holidays; vacations; the staff social fund; leaves of absence; training and development; employment and business expenses; performance management; termination of employment other than for reasons of redundancy; telecommuting; employee wellness; and information system security requirements. The Chief Executive Officer has the authority to determine employee benefits, entitlements and obligations in these specified areas, but must ensure that they remain reasonably comparable to those found in the broader public sector.
- 1.5 Human resources policies and procedures approved by the Chief Executive Officer are intended to complement this Policy and must be consistent with its provisions.

### 2. Purpose

The purpose of this Policy is to ensure that the needs and rights of the Agency and the individual members of its workforce are understood and protected, to provide for consistent human resources practices across the organization and to ensure

that the Agency is fully compliant with applicable employment law and regulations.

### **3. Authorities**

- 3.1 This Policy has been adopted and may only be amended by the Agency's Board of Directors.
- 3.2 The Chief Executive Officer is responsible for administering this Policy, as it may be amended from time to time.
- 3.3 All Temporary and Permanent Employees are entitled to receive a copy of this Policy and any amendments to it.
- 3.4 For the purposes of administration of this Policy, if an Employee's supervisor is unavailable, the supervisor's immediate superior will substitute.
- 3.5 In the absence of the Chief Executive Officer, the person appointed to act in their place will exercise the Chief Executive Officer's authority under this Policy.
- 3.6 In the event of a conflict between this Policy and the policies developed pursuant to Article 1.4, the provisions of this Policy will prevail.
- 3.7 In the event of a conflict between the English and French versions of this Policy, the English version will prevail.

### **4. Application of Policy**

- 4.1 This Policy applies to all Temporary and Permanent employees of the Agency, other than the Chief Executive Officer. Except where explicitly stated otherwise, this Policy does not apply to Casual Employees, Independent Contractors and persons whose continuing services are retained through an employment agency.
- 4.2 The terms of employment of Agency Employees are subject to the employment standards law of the province in which they normally work. Wherever this Policy provides for a lesser benefit than is provided in the applicable provincial employment standards statute, the minimum standard set out in that statute will apply.

## **5. Definitions**

### **5.1 Employee**

5.1.1 "Employee" means a person providing a service or performing work for or on behalf of the Agency, whether on a part-time or full-time basis, whose relationship to the Agency has all of the following characteristics:

- (a) the Agency retains the power to select the individual person who is to perform the services;
- (b) the Agency pays the person wages or salary in regular amounts determined by the Agency;
- (c) the Agency is entitled to control the final result of the work and the methods the person uses to perform the work;
- (d) the Agency has the right to lay off or dismiss the person.

5.1.2 Unless otherwise indicated, in this Policy "Employee" refers to Part-Time, Full-Time, Permanent and Temporary Employees alike.

### **5.2 Independent Contractor**

"Independent Contractor" means a person or company who provides personal services to the Agency and who is not an Employee as defined in paragraph 5.1.

### **5.3 Part-Time and Full-Time Employee**

5.3.1 "Part-Time Employee" means an Employee who is regularly required to work less than the number of hours specified as a Normal Work Week in Policy 3.1.2: Human Resources Policies and Procedures.

5.3.2 "Full-Time Employee" means an Employee who is regularly required to work the number of hours specified as a Normal Work Week in Policy 3.1.2: Human Resources Policies and Procedures.

#### **5.4 Permanent, Temporary and Casual Employee**

- 5.4.1 "Permanent Employee" means a Part-Time or Full-Time Employee hired for an indefinite term.
- 5.4.2 "Temporary Employee" means a Part-Time or Full-Time Employee hired for a definite term of longer than three (3) continuous months.
- 5.4.3 "Casual Employee" means a Part-Time or Full-Time Employee hired for a definite term of three (3) continuous months or less. If the Employee's term is extended beyond three (3) continuous months, from that date the Employee will be deemed to be a Temporary Employee.

#### **5.5 Managerial Employee**

For the purposes of this Policy, an Employee is a Managerial Employee if the majority of the work they do is managerial or supervisory in nature.

### **6. Non-discrimination**

#### **6.1 General**

It is the policy of the Agency to recognize the worth of each member of its workforce and to provide for equal rights and opportunities without artificial discrimination. The Agency will not exercise or practise discrimination in any way in the application or interpretation of this Policy and in its employment practices generally by reason of race, creed, colour, religion, nationality, ancestry, place of origin, native language (subject to ability to perform the essential duties of the position), age (subject to ability to perform the essential duties of the position), sex, sexual orientation, marital status, family status (subject to the provisions respecting scheduling of vacations in Policy 3.1.2: Human Resources Policies and Procedures), being HIV positive or having AIDS (subject to ability to perform the essential duties of the position), disability (subject to ability to perform the essential duties of the position), record of offences (subject to exceptions available at law), political affiliation, or by reason of an Employee exercising any of the rights set out in this Policy.

## **6.2 Pay Equity**

The compensation practices of the Agency have been designed with the principle of gender equality at the forefront. All employment positions within the Agency will be compensated on the basis of the skill, effort, responsibility and working conditions demanded of the position.

## **7. Creation of New Positions**

- 7.1 Subject to the provisions of the Agency's Financial Accountability Policy, the Chief Executive Officer may approve the creation of new positions to be filled by Temporary or Permanent Employees, whether Part-Time or Full-Time.
- 7.2 Approval of the creation of Casual positions is subject to the authorities set out in Policy 3.2.1: Financial Accountability.
- 7.3 The Agency will not fill any position with a Temporary Employee where it is reasonably foreseeable that the position will continue on an indefinite basis.

## **8. Pay Grades**

The Chief Executive Officer will establish and amend from time to time, as may be necessary, a system of pay grades for continuing application within the Agency. Employment positions will be assigned to the appropriate grade according to the skill, effort, responsibility and working conditions required of the position and any other criteria set out in the system that do not conflict with these criteria.

## **9. Compensation and Benefits**

### **9.1 Introduction**

- 9.1.1 It is the goal of the Agency to provide its staff members with compensation and benefits that are competitive with those offered in the broader public sector. At the same time, the financial resources available to support such a work environment are subject at all times to the fees the Agency's government clients are prepared to pay.

9.1.2 Changes in the Agency's fee from Canada Mortgage and Housing Corporation (CMHC) for labour-force costs are restricted to the annual movement in CMHC's cost of cash compensation for comparable employee groups within CMHC. To the extent possible, compensation and benefits within the Agency will at all times bear a reasonable relationship to the compensation and benefits offered in the broader public sector generally and, more specifically, to those CMHC provides to its employees.

## **9.2 Goals**

The Agency's compensation and benefits plan is intended to meet the following goals:

- (a) to offer sufficiently competitive compensation and benefits to attract a high-calibre staff;
- (b) to encourage and reward superior performance;
- (c) to provide equitable compensation to Employees as described in Article 6: Non-discrimination;
- (d) to recognize the inherent value of all work performed for the Agency and the need of all Employees to earn a reasonable living;
- (e) to assist in meeting the health care and insurance needs of Employees and their families through the provision of an up-to-date benefits plan;
- (f) to assist Employees in providing for themselves after their retirement from the workforce;
- (g) to facilitate the participation of parents, including primary caregivers, in the Agency's workforce.

## **9.3 Salary Scale**

9.3.1 From time to time the Board of Directors of the Agency will adopt a salary scale setting out minimum and maximum rates of pay for each separate pay grade established under Article 8. The Board will review the salary scale annually, before adopting the Agency's operating budget for the following fiscal year, and consider any recommendation of the Chief Executive Officer to adjust it. Adjustments to the pay ranges, if any, will take effect at the beginning of the calendar year.

9.3.2 In determining the percentage by which the entire salary scale will be adjusted, the Board will give consideration to the following factors:

- changes in the general cost of living over the previous year, as measured by the national all-item Consumer Price Index;
- the rate at which CMHC adjusted its salary ranges on the previous April 1<sup>st</sup> for cost of living changes and movement in market pay rates;
- the Hay Group market survey of forecast increases in the broader public sector;
- the Agency's budget constraints.

9.3.3 The Agency will commission a market survey at least once each five (5) years to determine whether its salary scale remains competitive. The Chief Executive Officer will determine the scope of the survey to be undertaken and the method for carrying it out and will recommend changes as may be required to ensure that Agency salary ranges remain competitive.

#### **9.4 Corporate Incentive**

9.4.1 Subject to the further provisions of this paragraph, each year, when it adopts the strategic focus areas for the Agency, the Board of Directors will set key performance indicators. At the end of the year, if the Board is satisfied with the Agency's performance against the indicators, it may approve a corporate incentive award to staff.

9.4.2 The Board will set the maximum total incentive award when it approves the operating budget for the year. The actual amount of the award will reflect the degree of achievement of the key performance indicators, including financial indicators. It may not exceed the lesser of the maximum budgeted award or the amount that may be awarded without causing the Agency to exceed its budgeted net annual operating expenditure or fall short of its budgeted net annual operating income.

9.4.3 All current Employees having at least three (3) continuous months of service with the Agency and who achieve an overall performance rating of at least Meets Expectations will be entitled to share in the award. Each person's share will be calculated as a

constant percentage of the maximum salary for the pay grade in which the Employee's position falls, pro rated for part-time hours and partial years of service.

## **9.5 Group Benefits Plan**

The Agency will provide a group benefits plan for all Temporary and Permanent employees of the Agency.

## **9.6 Pension Plan**

9.6.1 Subject to any applicable rules under the *Income Tax Act*, the Agency will maintain a defined-contribution pension plan for all Permanent Employees and all Temporary Employees whose term of employment exceeds six (6) continuous months. Part-Time and Full-Time Employees are eligible alike to participate in the plan.

9.6.2 Employees may not participate in the pension plan after the end of the year in which they turn 69.

9.6.3 Eligible employees under the preceding paragraphs join the pension plan on commencement of employment. Temporary Employees hired for a term of six (6) months or under, whose term is subsequently extended beyond six (6) months, join the plan after six (6) months' continuous service.

9.6.4 The terms of the pension plan, including employer and employee contribution rates, are set and may be adjusted from time to time by the Board of Directors of the Agency, on the recommendation of the Chief Executive Officer and after consultation with the Employees.

9.6.5 The Agency will not make employer contributions to the pension plan on an Employee's behalf during an unpaid leave of absence, except

- during a pregnancy or parental leave;
- during the first twelve (12) months of any continuous period of disability during which the Employee is receiving wage-loss benefits under the Agency's group benefits plan; and

- when a Self-Funded Prepaid Leave, as described in paragraph 9.8, is in force.

### **9.7 Supplemental Unemployment Benefits Plan**

Subject to any applicable rules of the Canada Employment Insurance Commission, the Agency will establish a Supplemental Unemployment Benefits (SUB) Plan in order to supplement employment insurance benefits received by eligible Employees following the birth or adoption of a child.

### **9.8 Self-Funded Prepaid Leave Plan**

Subject to any applicable rules of the Canada Revenue Agency, the Agency will establish a Self-Funded Prepaid Leave Plan to give eligible employees an opportunity to further their personal or professional development or to adjust the balance between their work and private lives.

## **10. Termination of Employment for Redundancy**

### **10.1 Reduction in Workforce**

The Agency may declare any position occupied by a Permanent Employee redundant due to lack of work, financial exigency or a reorganization of staff that is reasonably required to maintain the Agency's effective operations, or to respond to a change in the Agency's scope of work under one or more of its agreements with its government clients. A decision to reduce the workforce by eliminating one or more permanent positions may be made by either the Chief Executive Officer or the Board of Directors of the Agency. The authority to determine which positions will be terminated rests with the Chief Executive Officer.

### **10.2 Notice to Employees**

10.2.1 A Permanent Employee whose position is declared redundant is entitled to the greater of any notice to which the Employee is entitled at law or the following:

- (a) three (3) weeks to Employees having less than one (1) continuous year of service;

- (b) one (1) month plus one (1) week for each full year of continuous service to Employees having at least one (1) year of continuous service.

10.2.2 At its sole discretion, the Agency may provide redundant Employees pay in lieu of notice under this paragraph.

## **11. Harassment and Violence in the Workplace**

### **11.1 Right to Freedom from Harassment**

11.1.1 All Employees of the Agency, including Casual Employees, are entitled to a safe work environment free from harassment and workplace violence. Any act of harassment or violence committed by or against any member of the Agency's workforce is unacceptable conduct and will not be tolerated. It is the responsibility of every Employee to assist in enforcing this Policy.

11.1.2 The Agency is committed to

- (a) preventing harassment and violence in the workplace;
- (b) investigating reported incidents of harassment and workplace violence in an objective and timely manner;
- (c) taking necessary action to respond to those incidents; and
- (d) providing support for complainants.

### **11.2 Purpose**

The purpose of this policy is to ensure that

- (a) employees are aware of and understand that all acts of harassment or violence are unacceptable;
- (b) employees are aware of the recourse available to them if they are subjected to, or become aware of, harassment or violence in the workplace; and
- (c) those subjected to acts of harassment or violence have access to the assistance they may require in order to pursue a complaint.

### **11.3 Application**

This policy applies to all activities that occur on Agency premises or while engaging in Agency business, social events or other Agency activities.

#### **11.4 Management Responsibilities**

For the purposes of this Policy, Managerial Employees are responsible for

- (a) acting respectfully toward other individuals while in the workplace or participating in any work-related activity, including social activities;
- (b) developing workplace arrangements that minimize the risk of harassment or workplace violence;
- (c) promoting a harassment and violence-free workplace;
- (d) ensuring that this Policy is explained to all employees under their supervision;
- (e) identifying training needs for employees;
- (f) ensuring that employees understand whom to contact regarding concerns about the Policy or to report an incident;
- (g) ensuring their own immediate physical safety if an incident of workplace violence occurs, then reporting any criminal behaviour to the appropriate law enforcement agency; and
- (h) ensuring the security and safety of all parties involved during an investigation of a complaint of harassment or workplace violence.

#### **11.5 Employee Responsibilities**

For the purposes of this Policy, Employees are responsible for

- (a) acting respectfully towards other individuals while in the workplace and participating in any work-related activity, including social activities;
- (b) ensuring their own immediate physical safety in the event of workplace violence, then reporting the incident to the police or a supervisor or manager, as the situation warrants; and
- (c) co-operating with any efforts to investigate and resolve matters arising under this Policy.

#### **11.6 Definitions**

11.6.1 For the purposes of this Article “harassment” means

- .1 a course of vexatious comment or conduct in relation to one or more of the following attributes that is known or ought reasonably to be known to be unwelcome:

- race
- creed
- colour
- religion
- nationality
- ancestry
- place of origin
- native language
- age
- sex
- sexual orientation
- marital status
- family status
- being HIV positive or having AIDS
- disability
- record of offences
- or political affiliation;

.2 sexual harassment, as defined in paragraph 11.7 below;

.3 any of the following, whether or not related to any of the attributes in .1 above:

- verbal abuse or threats, unwelcome remarks, jokes, innuendo or taunting;
- displaying pornographic or other offensive or derogatory images;
- practical jokes causing awkwardness or embarrassment;
- unwelcome invitations or requests, whether indirect or explicit;
- intimidation;
- condescending or patronizing behaviour undermining a person's self-respect;
- physical assault.

11.6.2 The expression of an intent to enforce this or other policies of the Agency in response to any action or inaction on an Employee's part does not constitute harassment for the purposes of this Article.

11.6.3 For the purposes of this Article "workplace violence" means the threatened, attempted or actual conduct of a person that

causes or is likely to cause physical injury, whether work-related or at a work site.

Examples of workplace violence include, but are not limited to

- (a) threatening behaviour such as shaking fists, brandishing a weapon, destroying property or throwing objects;
- (b) verbal or written threats that express an intent to inflict harm;
- (c) physical attacks with or without a weapon;
- (d) any other act that would arouse fear in a reasonable person in the circumstances.

## **11.7 Sexual Harassment**

11.7.1 Sexual harassment includes

- (a) vexatious comment or conduct with sexual overtones;
- (b) leering or unwelcome gestures;
- (c) a sexual advance or solicitation made by a person who is in a position to grant or deny a benefit to the Employee;
- (d) threat of or actual reprisal for rejecting their advance by a person in a position to grant or deny a benefit to the Employee.

11.7.2 Sexual harassment is coercive or one-sided. Relationships entered into with the express consent of both parties do not constitute sexual harassment.

## **11.8 Complaints Procedure**

11.8.1 An Employee who believes that he or she has been harassed as defined in paragraph 11.6 or 11.7 should

- (a) where the complainant feels comfortable doing so, immediately advise the alleged offender directly with the assistance of a third person that their behaviour is unacceptable and must stop;
- (b) make detailed notes of the alleged incident or incidents of harassment or violence;

- (c) if unable or unwilling to discuss the problem with the alleged harasser or if discussion does not resolve the problem, report the alleged harassment to their supervisor or to the Chief Executive Officer or, if the incident involves the Chief Executive Officer, to an officer of the Agency's board of directors.

#### 11.8.2 Investigation of Complaint

- .1 Upon receiving a complaint of harassment by an Employee, the supervisor of the Employee alleging harassment will immediately inform the Chief Executive Officer, who will investigate the complaint and, if they find that harassment has occurred, take appropriate disciplinary action against the harasser, up to and including discharge.
- .2 Upon learning of an allegation of harassment by a member of the Board, the Chief Executive Officer will inform the President, or, if the complaint concerns the President, another officer of the Board, who will investigate the complaint and, if they find that harassment has occurred, take appropriate action to end the harassment. Such action may include asking the Board of Directors to invoke the sanctions available under the Agency's Ethical Conduct Policy.
- .3 An officer of the Board who receives an allegation of harassment from an Employee against the Chief Executive Officer will inform the President, who will investigate the complaint and, if they find that harassment has occurred, either take appropriate action to end the harassment or ask the Board to take appropriate action.
- .4 Where an Employee makes a complaint following the procedure above and the complaint is not investigated in a timely way or to the Employee's satisfaction, the Employee may report the alleged harassment or violence to the Board of Directors.
- .5 As part of the investigation into any formal complaint, the alleged offender will be informed of the investigation and will be given an opportunity to be heard.

- .6 In determining the appropriate action to take under this paragraph, the following factors should be considered:
  - (a) the nature and frequency of the harassment;
  - (b) the degree of aggressiveness and physical contact;
  - (c) in the case of harassment, whether or note coercion occurred;
  - (d) the impact of the incident on the complainant;
  - (e) the vulnerability of the complainant; and
  - (f) any mitigating circumstances.
- .7 The personal background, lifestyle or mode of dress of the Employee alleging harassment may not be taken into consideration in assessing a complaint of harassment.
- 11.8.3 Pending investigation of the case, an Employee complaining of harassment or workplace violence has the right to discontinue contact with the alleged offender without incurring any penalty.
- 11.8.4 All persons involved in the processing of a complaint will ensure that the complainant is neither penalized nor subjected to any prejudicial treatment as a result of making the complaint. Disciplinary action will not be taken against a person who reports harassment or workplace violence.
- 11.8.5 An individual affected by harassment or workplace violence has the right to pursue his or her concerns through alternative forums such as mediation, or other forms of dispute resolution. Nothing in this policy prevents an individual from pursuing other remedies to an incident of harassment or workplace violence such as a criminal or civil action, or a complaint to the relevant human rights body.
- 11.8.6 Throughout the complaints process, an Employee who experiences or becomes aware of harassment or workplace violence has the right to the assistance of the Director, Corporate Services.
- 11.8.7 An Employee who makes a complaint of harassment has a right to know, following the Agency's investigation of the complaint, whether it was upheld and, in general terms, what action was taken as a result.

**12. Employee Wellness**

The Agency is committed to the health and wellbeing of its employees and will provide Temporary and Permanent Employees with benefits under an Employee Wellness Program.

**13. Health and Safety**

**13.1 Compliance with Laws and Regulations**

The Agency will comply with all applicable federal, provincial and municipal laws and regulations regarding health and safety in the workplace.

**13.2 Workplace Standards**

The Agency will make provision for the maintenance of a reasonable standard of health and safety in the workplace, including a properly lighted, heated, ventilated and cooled working environment.

**13.3 Right to Refuse to Work**

Any Employee may refuse to work or perform particular work if the Employee has good reason to believe that any equipment, machine, device or part of the physical work environment poses a danger to their health. The Director, Corporate Services must be informed immediately of any such refusal to work and is responsible for judging that the alleged danger does or does not exist or that it has been alleviated. If an Employee is prevented from carrying on their normal duties due to the shutting down of a portion or all of the workplace, the Employee may be temporarily reassigned to other duties.

**13.4 Employee Conduct**

Employees will at all times avoid conduct that puts the physical health and safety of other Employees at risk.

**13.5 Employee Suggestions**

Any Employee may at any time bring to the attention of the Director, Corporate Services any suggestions for improving the health and safety of the workplace.

## **14. Conflicting Employment Relationships**

### **14.1 Policy**

- 14.1.1 In recognition of the principle that individual merit should be the overriding criterion for appointment to the Agency's staff, subject to paragraphs 14.1.2 and 14.1.5, there is no general prohibition against the Agency hiring or retaining persons having a Family or Personal relationship with another Employee or with a member of the Board of Directors.
- 14.1.2 A person having a Family or Personal Relationship with the Chief Executive Officer may only be hired or retained with the express approval of the Board of Directors and on terms explicitly approved by the Board.
- 14.1.3 In order to avoid conflicts of interest and the appearance of favouritism or bias, to facilitate effective staff supervision, to ensure the security of the Agency's assets and to protect staff morale, no Employee may supervise or be employed under the direct supervision of a person with whom they have a Family or Personal Relationship.
- 14.1.4 No person may participate, directly or indirectly, in the initial hiring or subsequent assignment or promotion of a person with whom they have a Family or Personal Relationship, nor may they participate in the classification of the Employee's position; determination of the Employee's salary; approval of changes in the Employee's employment status; performance review; or dismissal.
- 14.1.5 No persons having a Family or Personal Relationship may serve on the Agency's senior management team at the same time.

### **14.2 Definitions**

#### **14.2.1 Family Relationship**

For the purposes of this policy, a person standing in any of the following relationships to another person, whether by blood, adoption, current marriage or current common-law

relationship, is deemed to have a Family Relationship with that person:

- parent
- child
- sibling
- first cousin
- aunt or uncle
- nephew or niece
- spouse, whether same-sex or opposite sex
- brother- or sister-in-law
- mother- or father-in-law
- son- or daughter-in-law
- step-parent
- step-child

#### 14.2.2 Personal Relationship

A Personal Relationship is defined as a current relationship outside the workplace in which two people have close emotional ties to each other that could reasonably be viewed as affecting the ability of one or both of them to perform their duties within the Agency impartially and without real or perceived conflict of interest.

### **14.3 Disclosure**

- 14.3.1 Any Family or Personal Relationship between an existing Employee or a member of the Board of Directors and a candidate for employment with the Agency must be disclosed to the Agency at the time the application for employment is made. The burden of disclosure rests with both the applicant and the other party to the relationship.
- 14.3.2 Family or Personal Relationships arising between two existing Employees or between an Employee and a member of the Board of Directors after the adoption of this policy must be disclosed to the Employee's supervisor within ninety (90) days after the relationship begins.
- 14.3.3 Employees will be subject to discipline up to and including discharge for any breach of the provisions of this paragraph.

#### **14.4 Duty to Accommodate**

Where a Family or Personal Relationship is disclosed under paragraph 14.3.2, the Agency will make every reasonable effort to accommodate the Employee or Employees concerned by reassigning one of the related individuals to another division or work unit, as may be appropriate. If such an adjustment would have an adverse effect on the Agency's orderly operation, or if the related persons refuse the adjustments, the employment of the Employee or Employees may be terminated. The notice provisions of Article 10 will apply in that event.

### **15. General Provisions**

#### **15.1 Confidentiality**

- 15.1.1 During and after their employment with the Agency, all Employees, including Casual Employees, are required to keep confidential all matters (whether in oral, written or electronic form) coming to their knowledge respecting the Agency or its government clients, their operations and their employees that are of a confidential or private nature, including all information deemed to be confidential under the Agency's agreements with its government clients. If there is any doubt as to the confidential nature of the information, the Employee should seek guidance from his or her supervisor or the Chief Executive Officer.
- 15.1.2 An Employee's supervisor, the Chief Executive Officer, or the Board of Directors of the Agency may at any time determine that a particular matter is of a confidential or private nature and such determination will be binding on the Employee, provided the Employee or Employees generally are advised of the determination.
- 15.1.3 All Employees, including Casual Employees, are bound by any further policies respecting conflict of interest or confidentiality that the Board of Directors may adopt, as if those policies formed part of this Human Resources Policy.
- 15.1.4 Any Employee who violates the confidentiality provisions of this paragraph is liable to discipline up to and including discharge.

- 15.1.5 Upon termination of employment, all Employees, including Casual Employees, must deliver to the Agency all documents, correspondence, electronic files, plans or other material created or obtained in the course of performance of their duties with the Agency, unless release of specific materials has been explicitly authorized by the Agency.

## **15.2 Ethical Conduct and Conflict of Interest**

- 15.2.1 No Employee, including a Casual Employee, may hold a position or engage in activities whether paid or unpaid that could reasonably be expected to place the Employee in a conflict of interest with the Agency.
- 15.2.2 All Employees, including Casual Employees, are bound by any further policies respecting conflict of interest or ethical conduct that the Board of Directors may adopt, as if those policies formed part of this Human Resources Policy.
- 15.2.3 All Employees, including Casual Employees, are further bound by the conflict of interest provisions set out in the Agency's agreement with CMHC and any other government clients.
- 15.2.4 Employees, including Casual Employees, must refrain from publicly challenging the federal government or CMHC with respect to the policies that govern the programs the Agency administers on behalf of CMHC.
- 15.2.5 All Employees are subject to discipline up to and including discharge for any breach of the provisions of this paragraph.

## **15.3 Copyright**

- 15.3.1 All written materials, plans, electronic files, computer programs or other materials in which copyright or property rights can exist and prepared by an Employee and in any way connected with any of the duties of the Employee are the sole property and copyright of the Agency.
- 15.3.2 In accepting employment with the Agency, all Employees are deemed to have signed and set over to the Agency all right, title, interest and copyright in all of the foregoing. Employees may be

*Number: 3.1.1*

*Subject: Human Resources*

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*Page 21*

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required to execute specific assignments in pursuance of this paragraph, upon request.