



SOUTH NATION  
CONSERVATION  
DE LA NATION SUD

## Personnel Policy

~~October 2023~~ February 2025





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## Introduction

South Nation River Conservation Authority is the legal name of the corporation. In its place, the term, *South Nation Conservation* or, *SNC* may be used throughout this Policy.

The provisions of this Personnel Policy form part of the contract of employment for each Employee who works for SNC. Should the terms of this Personnel Policy conflict with the terms or conditions of any written contract of employment, the terms of the written contract of employment shall supersede the terms of this Personnel Policy.

This Personnel Policy should be interpreted to be consistent with SNC's obligations under the *Employment Standards Act, 2000*, of Ontario, as amended from time to time ("ESA"). Should the terms of this Policy conflict with one or more provisions of the ESA, the provision(s) of the ESA shall prevail and the Policy in question shall be deemed to be amended accordingly.

Any questions or any matters not covered shall be submitted to the Chief Administrative Officer. Any appeals or requests for changes to the Policy will be made through the person's Supervisor then to the Chief Administrative Officer.

SNC reserves the right to change any terms, conditions, policies, or procedures in this Personnel Policy at its discretion. Employees will be provided with any such amendments as they occur.

Employees are required to review and to be familiar with other SNC Policies, including, but not limited to, the Workplace Harassment and Discrimination Policy, and the Health and Safety Policy.



## # 1 - General Conditions of Employment

All Employees, Board Members, volunteers, contractors, etc. must comply with the applicable laws of Canada and Ontario and the applicable policies and regulations of SNC while on duty or representing SNC.

All Supervisors/Employees must file a factual report of any contravention of laws, policies, regulations committed by those for whom they are responsible. Such reports are to be forwarded to the Chief Administrative Officer.

## # 2 - Employment Contracts, Salary, and Wage Administration

The Chief Administrative Officer must approve any contracts or contract extensions needed to implement programs previously approved by the Board. Hiring not contained in pre-approved programs must follow SNC's Purchasing Policy regarding spending limits.

SNC's compensation practices shall follow the Ontario *Pay Equity Act*, as applicable.

New Employees normally start at 80% of the approved salary. However, the Chief Administrative Officer may modify at which step of the grid new Employees will start.

The steps required to reach 100% of the salary grid shall be in 5 steps:

Step 1:	80% of step 5
Step 2:	1 <sup>st</sup> year anniversary 85% of step 5
Step 3:	2 <sup>nd</sup> year anniversary 90% of step 5
Step 4:	3 <sup>rd</sup> year anniversary 95% of step 5
Step 5:	4 <sup>th</sup> year anniversary 100%

A cost of living adjustment shall be made to all grids, except student rates, effective the first pay paid in July, based on the average cost of living adjustment of SNC Municipal partners, City of Ottawa, United Counties of: Stormont Dundas Glengarry; Prescott Russell; and Leeds Grenville as available on May 31.

When acting assignments last more than four weeks, the Employee may request a salary review.



### # 3 - Conflict of Interest and Gifts/Benefits

#### *Conflict of Interest*

An Employee must not have a conflict of interest in matters that affect SNC. Conflicts of interest arise when an Employee's interest, whether personal, business or professional, conflicts with the Employee's obligations to SNC. A conflict of interest may be apparent, potential or real and can arise in a personal or professional context, and may be financial or otherwise.

Employees shall perform their employment duties and arrange their private affairs in such a manner that will prevent real, potential, or perceived conflicts of interest from arising.

Employees shall not knowingly take advantage of, or benefit from, information obtained in the course of their official duties and responsibilities and that information which is not generally available to the public.

Conflicts of interest known to an Employee shall be reported to the Chief Administrative Officer. If an Employee is in doubt at any time as to whether something is or may become a conflict of interest, the Employee should discuss the situation with the Chief Administrative Officer to obtain direction on how to proceed.

#### *Gifts/Benefits*

Except as provided below, an Employee shall not personally accept, either directly or indirectly, a gift or benefit of a value that is greater than \$100 that is related to the Employee's position or that is related to their performance of the duties of that position without first obtaining the written permission of the Chief Administrative Officer.

An Employee may however personally accept a gift or benefit without having first obtained such written permission provided that:

- i. the acceptance of the gift or benefit will not bring the Employee's integrity or the integrity of SNC into question;
- ii. the acceptance of the gift or benefit is in SNC's best interest; and
- iii. the acceptance of the gift or benefit is part of the protocol or social obligation that normally accompanies an Employee's responsibilities in all of the circumstances.

A breach of this Policy may lead to disciplinary action up to and including termination of employment for just cause.



#### # 4 - Hiring Relatives and Close Friends

Applicants for employment with South Nation Conservation who are relatives or close friends of any Employee or Board Member of the Authority will receive neither greater than, nor less than, an equal opportunity for employment to that of any other applicant. Employees shall advise the Chief Administrative Officer of any situation that would place the Employee in a supervisory position over a member of the Employee’s immediate family (parent, sibling, child, spouse, including common-law spouse).

#### # 5 - Overtime

Employees may be asked to work overtime hours from time-to-time. All overtime hours must be approved by the Employee’s Supervisor in advance of such hours being worked.

If an Employee is required to work overtime in excess of the Employee’s regular hours of work, the Employee shall be provided with one hour of paid time off for each hour worked up to 44 hours per week.

Employees agree that if they are required to work overtime in excess of 44 hours per week, they shall be provided with 1.5 hours of paid time off for each hour worked in excess of 44 hours per week. Employees may however be provided with overtime pay rather than paid time off from time to time, at the discretion of the Chief Administrative Officer.

Accrued time off must be used within 12 months of when it was earned, after which time the Employee will be paid for any accrued but unutilized time. An Employee must receive their Supervisor’s written approval prior to taking accrued paid time off.

Supervisors reporting directly to the Chief Administrative Officer, and other Employees who are exempt from the overtime provisions of the *Employment Standards Act, 2000*, are not eligible for overtime pay.

#### # 6 - Holidays/Vacations

Statutory Holidays shall include:

New Year’s Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
Civic Holiday	Labour Day	National Day for Truth and Reconciliation
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day		

A holiday falling on a Saturday or Sunday shall be taken on the following Monday.

National Day for Truth and Reconciliation and Remembrance Day may be taken the day



they land, or any day after until the end of the year, with supervisor approval.

Employees must work their scheduled day of work before and after the holiday to qualify for a paid holiday. A qualified sick day (with doctor's note if required by their Supervisor), vacation day, or time off in lieu of overtime is considered a worked day.

### **Annual Vacation**

All staff vacations shall be arranged to the satisfaction of their Supervisor. No vacation may be scheduled during an Employee's probationary period.

An Employee's minimum annual vacation is calculated monthly on an earned basis. The vacation allotment for indefinite term employees is as follows:

- i. Beginning from the date of hire, with SNC, the Employee will be entitled to vacation time on the basis of 1.25 days per month to a maximum of 15 days per year. Vacation pay is calculated on the basis of 6% of wages earned in the previous calendar year.
- ii. Beginning in the 9<sup>th</sup> full calendar year of employment with SNC, the Employee will be entitled to vacation time on the basis of 1.67 days per month to a maximum of 20 days per year. Vacation pay is calculated on the basis of 8% of wages earned in the previous calendar year.
- iii. Beginning in the 17<sup>th</sup> full calendar year of employment with SNC, the Employee will be entitled to vacation time on the basis of 2.08 days per month to a maximum of 25 days per year. Vacation pay is calculated on the basis of 10% of wages earned in the previous calendar year.
- iv. Beginning in the 22<sup>nd</sup> full calendar year of employment with SNC, the Employee will be entitled to vacation time on the basis of 2.5 days per month to a maximum of 30 days per year. Vacation pay is calculated on the basis of 12% of wages earned in the previous calendar year.

Employees must take a minimum of ten (10) days of vacation every year. All other vacation earned but not taken by the end of the vacation year shall be forfeited. Employees may be permitted, with the prior written approval of the Chief Administrative Officer, to transfer up to 5 unused vacation days to the next calendar year. Under special circumstances, the Chief Administrative Officer may allow additional days to be transferred if requested.

Neither vacation time nor pay will accrue for Employees on unpaid leaves of absence except as required by the *Employment Standards Act, 2000*.





The vacation year shall be from January 1 to December 31.

Where an Employee qualifies for sick leave (as certified by a doctor) during their period of vacation, there shall be no deduction from vacation credits for such absence. By mutual agreement between SNC and the Employee, the period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date. Any such reinstatement must be scheduled within the same calendar year where possible.

## **# 7 - Group Insurance and Pension Contributions**

### **Group Insured Benefits Plan**

All Employees must participate in SNC's Group Insured Benefits Plan unless a waiver is obtained or they do not meet the eligibility requirements of the Benefits Plan. Enrolment will commence according to the qualifying terms and conditions of the Benefits Plan.

Eligibility for definite or fixed term contract employees is determined by the Benefits Plan book and is described in their employment agreement.

Summer students are not eligible for and do not receive insured group benefits.

All decisions with respect to entitlement to coverage and eligibility for benefits are at the sole discretion of the Insurance Carrier and SNC's only obligation is to pay its share of the premiums. SNC reserves the right to change carriers and the terms of the benefits.

### **Long Term Disability (LTD)**

LTD eligibility is at the discretion of SNC's insurance carrier.

Employees on LTD must submit satisfactory medical certificates from their treating physician at least annually or more frequently as requested by SNC or the insurance carrier to update the employee's medical limitations, prognosis and to allow for assessment of the possibility of return to work.

Employees' insured benefit coverage may continue for up to two years following the commencement of LTD leave, at the discretion of the Benefits Plan carrier, provided the Employee:

- i. Remains an Employee of SNC, and
- ii. Provides SNC with post-dated cheques to cover any optional benefits the employee wishes to maintain.



## **Pension Contributions**

### **OMERS**

As of January 1, 2019, SNC is an OMERS (Ontario Municipal Employees Retirement System) employer.

An Employee may qualify to participate in the OMERS pension plan, subject to the plan documents and the Employee's satisfaction of the eligibility requirements. If the Employee is eligible for and enrolled in the OMERS pension plan then, as of the date of the Employee's enrolment:

- All OMERS contributions and benefits will be in accordance with and subject to OMERS legislation, plan documents, rules and directives, as amended from time to time;
- The Employee will not be eligible for the 9% contribution to the Employee's GRRSP, TFSA and/or RESP account;
- If the Employee's employment ceases for any reason whatsoever, the Employee's rights and entitlements regarding the OMERS pension plan shall be governed by the terms of the OMERS legislation, plan documents, rules, and directives, as amended from time to time.

Eligible continuous full-time employees whose employment begins on or after January 1, 2019, will be enrolled in the OMERS pension plan effective from the first day of employment.

Other-than-continuous full-time employees who wish to join the OMERS pension plan can only opt in if they are eligible, as defined by the OMERS pension plan documents.

Eligible employees whose employment with SNC began prior to January 1, 2019, must either opt into OMERS, or waive their right to participate in OMERS. If they waive their right, they may opt in at a future time subject to plan eligibility requirements. Once an employee is enrolled in OMERS, as per plan rules, they cannot opt out.

### **RRSP Contributions**

The following only applies to employees who are not enrolled in the OMERS pension plan. Note that summer students are not eligible for contributions.

SNC will contribute up to 9% of the gross salary of eligible employees into SNC's Group Registered Retirement Savings Plan (GRRSP). SNC's contribution will be on a matching basis, with the employee contribution made to either the GRRSP or to their Tax-Free Savings Account (TFSA), or Registered Education Savings Plan (RESP).

The only contributions that can be made on a pre-tax basis by payroll deduction, are those made to the GRRSP (both SNC and employee contribution.)



Change to an employee's contribution options to their GRRSP, TFSA, and RESP will be annual, if requested. It is the employee's responsibility to notify SNC of contribution changes prior to the second Friday in December. Change will be effective the second pay paid in January.

SNC will continue to match an Employee's contributions to their GRRSP contributions, to a maximum of 9% of the Employee's pre-leave salary, and to a maximum of one-year, while the employee is either on SNC's Supplemental Unemployment Benefit Plan, or on SNC's LTD plan. To be eligible for matching contributions, the Employee will need to provide evidence that they have made their GRRSP contributions. Please note that receipt of this benefit may affect the amount of LTD benefits and the employee should contact the Benefits Plan carrier for clarification.

**Please note that it is the employee's responsibility to ensure they have adequate contribution space available in their RRSP. The SNC's matching contributions are subject to the employee's confirmation that they have available room.**

## # 8 - Leave

### **Personal Leave**

Personal leave can be used for employee's personal illness, injury, and/or medical appointments. Personal leave can also be used for family responsibility, and/or bereavement leave, as defined by the ESA. SNC provides employees up to 12 days of paid personal leave per calendar year, accrued on a pro-rated basis at a rate of 1.0 days per month worked. Paid personal leave days may be taken at any time, but if employment is terminated with a negative balance, any used but unearned paid personal leave days will be owed to SNC and may be deducted from the employee's final pay. Note that employees may be required to produce a satisfactory certificate from their treating physician for an absence due to illness/injury in excess of three days or if the absence is otherwise questioned by the SNC.

Employees must advise their supervisor or designate that they wish to take personal leave. If an employee must begin the leave before doing so, then the employee is required to advise their supervisor or designate as soon as possible after beginning the leave. The Employer may require an employee who takes personal leave to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Up to five days of unused personal leave may be carried over to the next calendar year. Unused personal leave will not be paid out upon termination of employment.

### **Bereavement Leave**

Employees will be granted up to five consecutive working days with pay, in the event of



the death of a “family member”, as defined in the ESA’s section on Bereavement Leave.

### **Pregnancy and Parental Leave**

Paid pregnancy and/or parental leave is available to employees who qualify for such leave under the ESA, and who are in receipt of Employment Insurance (“EI”) maternity/parental benefits.

The following Employees are eligible for paid pregnancy/parental leave (provided other eligibility criteria are met):

- i. Employees who are employed on an indefinite term basis; and
- ii. Employees who are employed on a fixed term basis for a period that is greater than twelve months.

SNC will top-up an eligible employee’s EI payments to a total of 75% of the employee’s normal weekly earnings, for 15 weeks, paid through regular bi-weekly payroll. Employees must provide SNC with proof of EI payments. Employees may use personal leave during the one week waiting period for EI payments.

Employees’ insured benefits coverage may continue while the Employee is off work and in receipt of top-up payments, provided the Employee:

- (i) remains an Employee of SNC, and
- (ii) provides SNC with post-dated cheques to cover any optional benefits the employee wishes to maintain.

### **Short Term Disability (Supplemental Unemployment Benefit (SUB) Plan)**

Short Term Disability benefits are provided through a Supplemental Unemployment Benefit (SUB) plan, registered with Service Canada. SNC’s SUB plan meets the requirements of article 37 of the Employment Insurance Regulations and provides supplemental payments to Employment Insurance (EI) benefits during a period of non-work related illness or injury. This plan does not cover absences due to the illness of Employees’ family members.

Only the following Employees are eligible for the SUB plan (provided other eligibility criteria are met):

- i. Employees who are employed on an indefinite term basis; and
- ii. Employees who are employed on a fixed term basis for a period that is greater than twelve months.

An Employee who is unable to perform the essential duties of their position solely because of non-work related illness or injury is considered to be “totally disabled”. Work related



illness or injury will be managed through WSIB. The SUB plan is available to totally disabled employees who are in receipt of EI sickness benefits and provides top up payments to a total of 75% of the employee's normal weekly earnings, paid through regular bi-weekly payroll. Employees must provide SNC with proof that they are in receipt of EI.

During the 1-week waiting period for EI any remaining personal leave days may be used. Employees may also choose to use accrued paid time. However, the use of such time may affect the start of the waiting period and/or the amount of benefits payable following the waiting period. Otherwise, the time will be unpaid.

Subject to termination as outlined below, the SUB plan will provide payments up to 75% of normal weekly earnings, when the employee is not in receipt of EI benefits and:

- i. has insufficient hours of insurable employment to qualify for EI benefits; or
- ii. has exhausted the EI benefit entitlement

The SUB plan benefit will be terminated upon the earlier of the following:

- i. The conclusion of the period of total disability;
- ii. The date on which the Employee is no longer eligible for SUB plan benefits;
- iii. After 15 weeks of total disability (at which time they may be eligible for Long Term Disability);
- iv. The Employee's receipt of long term disability;
- v. The Employee's retirement, resignation, death or dismissal for cause;
- vi. At the conclusion of the notice period, where notice of termination of employment on a without cause basis has been provided prior to the commencement of an absence due to total disability.

The SUB plan benefits are administered by SNC. SNC will treat an employee's personal health and personal information received in the course of administering this plan as strictly confidential. Appropriate safeguards will be put in place to protect the information. An employee's personal health information will only be used by, and disclosed to, those who are required to have access to such information for the purpose of administering this Policy.

Receipt of SUB plan payments is not automatic. To be eligible, an Employee must provide a satisfactory medical certificate which:

- i. indicates that the Employee is unable to perform the essential duties of their position solely because of non-work related illness or injury;
- ii. provides the Employee's anticipated return to work date; and
- iii. is signed by a licensed physician.

When an Employee is in receipt of SUB plan payments, SNC may contact the Employee



for additional or updated medical documentation and the Employee may be asked to provide their consent so that SNC can contact the Employee's treating licensed physician for additional and/or updated medical documentation to substantiate the current medical condition. Employees are expected to make every reasonable effort to provide SNC with current and complete information required to determine entitlement to SUB plan payments, to comply with the treatment plan recommended by the Employee's licensed physician and to return to work in a timely fashion in accordance with medical recommendations.

Employees will not be eligible for SUB plan payments if they:

- i. Are not under the care of a licensed physician;
- ii. Are in receipt of maternity, parental or compassionate care benefits under the Employment Insurance Act or the illness or injury is covered by the Canada Pension Plan or the Quebec Pension Plan;
- iii. Are in receipt of WSIB benefits or similar benefit;
- iv. Have cosmetic or plastic surgery solely for cosmetic purposes, except where attributable to illness or injury; or
- v. Are engaged in employment or other work for wage or profit while receiving SUB plan payments.

SNC may deny, suspend, or discontinue SUB plan payments, or commence recovery of SUB plan payments that have been paid to an Employee when:

- i. The medical evidence provided is incomplete or is not sufficient to support the claim of total disability;
- ii. The Employee refuses to participate in an Independent Medical Examination or fails to attend a scheduled Independent Medical Examination without an explanation that is satisfactory to SNC;
- iii. The Employee fails to comply with their licensed physician -recommended treatment plan including but not limited to a failure to return to work on the date specified by the Employee's licensed physician;
- iv. The Employee or their licensed physician fails to respond to information requests from SNC within a reasonable period of time;
- v. The available evidence (including non-medical evidence) indicates that the Employee's claim is not valid.

Interrupted periods of total disability will be considered a single period of total disability if the Employee returns to full-time hours and regular work duties for a period of time that is less than two consecutive weeks *if the second or subsequent period of total disability is due to the same or related non-work related illness or injury.*



Employees' insured benefits coverage may continue while the Employee is off work and in receipt of SUB plan payments, at the discretion of the Benefits Plan carrier, provided the Employee:

- (i) remains an Employee of SNC, and
- (ii) provides SNC with post-dated cheques to cover any optional benefits which the employee wishes to maintain.

An Employee is expected to return to work once the period of total disability has concluded or if the Employee is no longer eligible for SUB plan payments. The Employee is required to present a medical certificate from their treating physician indicating that the Employee is able to perform the essential duties of the job and is fit to return to work prior to their return to work.

SNC's contributions for the SUB plan may be reduced if overlapping payments (for example from other insurance policies), regardless of origin, pay more than the 75% of an employee's pre-SUB plan gross earnings including EI payments.

Please note that work-related illness/injury should be processed through the Workplace Safety and Insurance Board.

### **Unpaid Leave**

An Employee may, on the approval of the Chief Administrative Officer, be granted a leave of absence without pay when Employees are:

- Running for, elected, or appointed to public office, societies, non-profit organizations, etc. for attendance at meetings and/or conferences;
- Acting as a consultant, lecturer, advisor, or working in their trade and accepting remuneration for such activity, so long as no actual or perceived conflict exists. No SNC resources are to be used and the Employee is not to be paid directly or indirectly by SNC; or
- Otherwise requesting personal leave.

Subject to the terms of the Benefits Plan and the approval of the insurer, an Employee on such an approved leave of absence without pay may be eligible to continue participation in the insured group Benefits Plan if the Employee provides SNC with post-dated cheques for the required premiums for the duration of the leave of absence. Employees who do not provide such post-dated cheques will not be eligible for continued insured benefits coverage during such leaves of absence.

SNC will not make pension contributions during any such unpaid leaves of absence.





## # 9 - Absence without Leave

An Employee who is absent from work without permission and without sufficient justification for a period of five or more consecutive working days may have their employment terminated on the basis that the Employee has abandoned their position.

## # 10 - Drug and Alcohol Policy

### Overview

SNC is committed to promoting the health, safety and wellness of its employees and the public by providing a safe work environment.

The use of illicit drugs and the inappropriate use of alcohol, cannabis or medications can adversely affect an employee's ability to work, which may have serious adverse effects on the safety, efficiency, and productivity of employees.

Employees have the responsibility to report to work capable of performing their tasks productively and safely. Impairment from drugs, alcohol and medications can have serious adverse impact on the workplace.

SNC has established this Policy in order to balance our respect for individuals with the need to maintain an impairment-free work environment.

### Guidelines

All employees are required to perform their job safely, report to work fit for duty and remain fit for duty at all times during working hours and/or while on SNC business. To minimize the risk of unsafe performance due to impairment from alcohol, cannabis, prescription or over-the counter medication, or other drugs, all employees are required to adhere to the following standards.

### Alcohol and Cannabis

The following are strictly prohibited while on SNC property, operating an SNC vehicle, during working hours, at SNC-sponsored events, and whenever an employee is representing SNC or conducting SNC business:

- Being under the influence of alcohol or recreational cannabis
- Consuming alcohol or recreational cannabis
- Possessing, distributing, offering, or selling alcoholic beverages or recreational cannabis.





### **Medications**

All Employees are expected to use prescribed and over-the-counter medications responsibly, including prescribed medical cannabis. The intentional misuse of medications (for example, using the medication other than as prescribed, using someone else's prescribed medication, or combining medication and alcohol use against direction) while on SNC property, operating an SNC vehicle, during working hours, at SNC sponsored events, and whenever an employee is representing SNC or conducting SNC business, is prohibited.

Employees are required to investigate through their doctor or pharmacist whether a medication can affect their ability to work safely and take appropriate steps to minimize associated risks. Employees must report any requirement for modified work due to the risk of impairment from use of medication to SNC and follow any recommended course of action to minimize safety risks.

### **Other Drugs and Improper Use of Medication**

The following are strictly prohibited while on SNC property, operating a SNC vehicle, during working hours, at SNC sponsored events, and whenever an employee is representing SNC or conducting SNC business:

- Being impaired by drugs, including cannabis
- Using, possessing, distributing, offering, or selling illegal drugs
- Possessing prescription medication without a legally obtained prescription
- Distributing, offering, or selling prescription medications

An employee must never use, possess, sell, distribute, manufacture, or transfer illegal controlled substances on SNC premises, or during non-working time if their activities could affect SNC's reputation.

### **Details**

Compliance with this Policy is a condition of employment with SNC. SNC applies this policy equally to anyone working on SNC premises including full- or part-time employees, temporary or term employees, contractors, and consultants.

When there are reasonable grounds to believe that an employee is unfit for work due to impairment, the employee will be escorted to a safe place and given the opportunity to explain why they appear to be in an unfit condition. If the manager conducting the interview still believes that the employee is unfit for duty, one or more of the following steps may be taken:

- The employee will be referred for medical attention if there are immediate medical concerns;
- The employee may be reassigned or sent home for the day;



- The employee may be placed on a leave of absence until they provide documentation from a qualified medical practitioner certifying that the employee is fit to return to work safely.

SNC will conduct an investigation into any suspected or confirmed violation of this Policy. An employee may be placed on leave (with or without pay, depending on the circumstances) while the investigation is being conducted. When a policy violation is found, the consequences will depend on the nature of the violation and the employee's circumstances, and may include:

- Temporary removal from the employee's position or placement in another position, with or without modified duties
- Medical assessment to determine the need for a treatment program
- Medical leave of absence in order to obtain treatment
- Fitness for return to work assessment
- Terms upon which the employee will be permitted to return to work
- Discipline up to and including termination

SNC recognizes that alcohol and drug dependence are treatable illnesses. SNC encourages employees to seek help if they are concerned that they or a family member may have a drug and/or alcohol problem. We all share responsibility for maintaining a safe and productive alcohol and drug free workplace. All employees are responsible for compliance with this policy and for:

- Always striving to keep the work environment safe
- Supporting fellow co-workers in seeking help
- Reporting dangerous or suspicious behaviour to their supervisor or SNC

Notwithstanding the foregoing, SNC may approve the consumption of alcohol at social events sponsored by SNC from time-to-time. Employees are to exercise reasonable judgment at such events. Employees who consume alcohol and do not have a designated driver may use a taxi service or stay at a nearby hotel if the employee lives out of town. SNC will provide reimbursement of the taxi fare or a contribution towards the room charge for the night.

**Employee Acknowledgment**

I have read, understood, and agree to abide by the terms of this Drug and Alcohol Policy.

\_\_\_\_\_  
**Employee Name (Print)**

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**



## # 11 - Discipline

A progressive discipline approach will be used in dealing with misconduct. The following forms of disciplinary action may be taken:

- a. Verbal reprimand;
- b. Written reprimand;
- c. Suspension with or without pay;
- d. Termination for just cause.

Depending on the severity of the misconduct any of the above steps may be omitted.

Disciplinary action will be noted in the Employee's personnel file.

## # 12 - Transportation

SNC owns vehicles to use for SNC business. When unavailable, Employees are required to use their own vehicles and will be reimbursed at the current per kilometre rate as defined by the Canada Revenue Agency. The Health and Safety Policy outlines the procedures each staff must use prior to driving an SNC vehicle.

### **Company Vehicles**

Some Employees may be provided with vehicles for the purpose of performing their duties. SNC vehicles may not be used for personal use without prior approval. Only authorized Employees may operate SNC vehicles, and Employees must hold a valid driver's license for the class of vehicle they are driving.

Employees are required to use their seatbelts while operating SNC vehicles. There shall be no smoking in any SNC vehicles.

If an SNC vehicle incurs any damage while under the charge of a particular Employee that Employee will be responsible for reporting the damage immediately.

If an Employee is involved in a traffic accident while operating an SNC vehicle, the Employee is required to call the police to report the accident. The Employee must report the accident to SNC as soon as possible. The Employee may be required to pay the deductible portion of SNC's insurance.

Employees must notify SNC immediately of any change in the status of their driving record such as a license suspension or expiry.

Misuse of an SNC vehicle or operation of such a vehicle in violation of related company guidelines or the law, whether or not on SNC business, such as driving while under the influence of alcohol or drugs, is strictly prohibited. SNC has a zero tolerance for any



Employee who is cited for driving under the influence while operating a SNC vehicle. Any Employee whose duties include the operation of SNC vehicles who becomes uninsurable under the company's liability Policy will be considered to have an unacceptable driving record and their continued employment will be subject to review.

If an Employee receives a moving violation while operating a company vehicle, or receives a parking ticket, the Employee will be responsible for paying any related fine or penalty.

### **Personal Use**

No one shall use or permit the use of SNC vehicles or equipment for any purpose other than the authorized business of SNC, except as approved by the Chief Administrative Officer.

### **Use of Wireless Communication Devices when Operating a Vehicle**

SNC is committed to maintaining a safe work environment for its workers. The use of wireless communication devices when operating a vehicle may cause distractions. These distractions may prevent workers from concentrating 100% on the safe operation of the vehicle and may lead to accidents. To help ensure the safety of our workers and the public, SNC is restricting the use of wireless communication devices when operating a vehicle. These devices include cell phones, or other mobile devices, text pagers, two-way radios, and any other wireless communication devices.

The Ontario *Highway Traffic Act* prohibits drivers from using hand-held wireless communication devices (such as cell phones and smart phones) and hand-held entertainment devices. The Act also prohibits display screens in vehicles if they are visible to the driver and unrelated to the driving task. Hands-free devices such as headphones, or Bluetooth devices, as well as Global Positioning Systems, if used to provide navigation information, are exempt from the ban. The following are the guidelines that Employees must follow when operating a vehicle in the course of their duties:

- i. Wireless communication devices shall not be used when operating a vehicle when traveling on or conducting SNC business. This restriction applies to:
  - business-related and personal communications,
  - company-owned or personal wireless communication devices, and
  - company-owned, personal, or rental vehicles.
- ii. Cell phones with voice-activated, hands-free features may be used when operating a vehicle in the following circumstances. Examples are: voice-activated, hands-free headsets or car radio blue tooth devices. Calls may be received or placed when using these devices only in cases where the driver determines communication to be urgent, necessary, and safe, having regard to all the circumstances.



- iii. Cell phones without voice-activated hands-free features and wireless communication devices shall not be used when operating a vehicle. To receive or place a call, or to read/send email or text messages, use the following procedure:
  - Pull off the roadway in a safe spot before answering or placing a call.
  - Do not resume vehicle operation until the call ends.

Violations of this Policy will be considered a serious offense and may result in disciplinary action up to and including termination.

### # 13 - Travel Regulations

From time to time SNC Employees and Board Members appointed by the Participating Municipalities are required to travel and to incur expenses in the performance of their job responsibilities. The following shall serve as the guidelines for approved business travel.

- i. Employees and/ Board Members appointed by the Participating Municipalities should arrange their travel so that travel occurs during working hours or during such other hours so as to best avoid incurring overtime. All travel must be by the fastest and most direct means/route possible to minimize time away from the office. The total cost of travelling, including overtime, should be taken into account when planning travel. Employees are required to obtain their immediate Supervisor's approval of their travel itinerary, including the time of day/week of travel.
- ii. Whenever possible, air/rail or other means of travel must be booked sufficiently in advance to take advantage of discount rates.
- iii. Employees and/ Board Members appointed by the Participating Municipalities that are authorized to use their personal automobile for approved SNC travel will be reimbursed at the approved SNC rate per kilometer, which is based on Canada Revenue Agency directives. Mileage will not be paid for travel to and from the workplace unless it includes work-related travel.
- iv. Generally, authorized meal allowance allotment will be based on the published Canada Revenue Agency rate. Alcohol cannot be claimed nor reimbursed.
- v. Reasonable out-of-pocket expenses for gratuities, parking, and other work-related expenses are allowed.
- vi. A maximum of \$30 per night may be allowed for accommodation including any meals with friends or family, in lieu of commercial meals, or accommodation. Instead of a receipt, you must submit a written explanation describing the purpose of the trip, identifying the host and the number of days you stayed. The \$30 value



may be given to the host in the form of a small gift (which must be accompanied by a receipt) or by cash or cheque.

- vii. Cancellation of any conferences/training that results in SNC losing \$100.00 or more requires an explanation to the Chief Administrative Officer and could result in a suspension of attending future conferences/training.

#### # 14 - Computer Use, Internet Use, and Electronic Monitoring Policy

Employees have access to e-mail and the internet in order to meet SNC's business requirements. Employees are expected to utilize company-provided devices and systems in a professional, business-like manner. "Devices" includes but is not limited to smartphones, tablets, desk top computers and laptops. All use of company-provided devices and systems shall be done in a manner which retains the integrity and professionalism of SNC.

There are constant and increasing risks to SNC's devices and systems. Viruses or hackers may, for example, enter the systems and cause substantial damage. This damage may include loss or incorrect transmission of data, breakdown of computer equipment and/or loss of confidentiality of proprietary data. Improper use of company-provided devices and systems increases the risks to the integrity of the systems. This Policy outlines SNC's expectations regarding acceptable use of our devices and systems.

Employees are reminded that when sending or receiving e-mail from SNC's facilities, they are identified as an employee of SNC. All e-mails shall be consistent with SNC's reputation, standards, and other workplace rules. Copies of business e-mails sent and received shall be maintained in appropriate files.

Company-provided devices and systems are to be utilized for *bona fide* business purposes. While SNC acknowledges that employees may send or receive an occasional personal e-mail or utilize the internet for personal matters on an incidental basis during breaks and outside their work hours, it is expected that employees will act responsibly and in the best interest of SNC when using company-provided systems and devices.

Some examples of unacceptable or inappropriate personal use would include but are not limited to the following:

- i. Using SNC's facilities in conflict with our business objectives, such as to operate a personal business or to seek alternate employment;
- ii. Broadcasting personal points of view such as commentaries on social or political issues;
- iii. Sending e-mail chain letters;
- iv. Participating in internet chat groups;
- v. Using SNC's equipment and facilities to buy or sell items; and
- vi. Using SNC's equipment and facilities to participate in on-line games.



Employees shall not use company-provided devices and systems for any illegal, unethical, or immoral purposes. For example, SNC's devices and systems shall not be used to access child pornography, obscenity or hate literature and shall not be used to transmit defamatory, derogatory, or false messages.

Employees are reminded of the obligations contained in the Ontario *Human Rights Code* and the *Occupational Health and Safety Act* and employees' right to freedom from discrimination and harassment in employment. Employees shall not access or download material which might reasonably offend their co-workers or send, store, or transmit offensive, objectionable, pornographic, obscene, sexist, racist or provocative messages. Employees are reminded not to send threatening or demeaning messages or to circulate jokes which might reasonably offend a co-worker.

Employees shall not share personal information concerning themselves or their co-workers via the internet. Internet and e-mail access shall not be utilized to communicate any confidential or sensitive information about SNC unless prior approval is obtained from the Chief Administrative Officer or their delegate.

Employees shall not download software from the internet unless prior management approval is obtained. Employees are not to participate in any use of SNC's systems or devices which might infringe copyright, other intellectual property rights or licensing agreements.

Employees shall not utilize SNC's systems or devices in a manner which may compromise the integrity of the system or the performance of devices. All e-mail attachments shall be checked to ensure that they remain free from viruses before they are opened or downloaded.

SNC assumes no responsibility or liability whatsoever for any unauthorized use of software, information or materials sent, received, or transmitted through the internet or e-mail.

All employees are responsible for activity which takes place using their user I.D. and password. Employees shall not provide any other individuals with their user I.D., password, or access to their computer account, including e-mail and internet accounts, unless prior approval is obtained by the Chief Administrative Officer or their delegate. Such approval shall be granted in exceptional circumstances only.

Employees shall not access another user's internet or e-mail account without the approval of the Chief Administrative officer or their delegate, save and except as set out herein.

An employee may use their personal device(s) in the performance of their job duties ("personal devices") on the understanding that the use of a personal device in connection with SNC's business is a privilege granted to employees through approval of management. Employee must receive written consent prior to using a personal device to access SNC data. SNC reserves the right to revoke this privilege in the event that users





do not abide by the policies and procedures set out in this policy. Users of personal devices must agree to all terms and conditions in this policy to be allowed access to those SNC networks. SNC reserves the right to disable or disconnect some or all of its remote services without prior notification to the employee. References to the word “device” in this policy include but are not limited to smartphones, tablets, and laptops.

Users of personal devices are responsible for keeping their devices current and this includes, but is not limited to, ensuring the device has all recent security, software, and firmware updates. Any device which is used to access SNC systems and/or networks must be equipped with a password lock. Only SNC employees will be permitted to access company data on personal devices. Should the employee lose or report their personal device stolen, SNC must be notified as soon as possible to prevent unauthorized access to the network from the missing device. Employees are responsible for notifying their mobile carrier immediately upon loss of a device.

SNC monitors company-provided systems and devices as well as employees’ personal devices via standard network monitoring tools necessary for the operation and maintenance of company systems, network firewalls, and servers. As a condition of being given access to company-provided systems and devices, and as a condition to using personal devices for SNC business, employees consent that SNC may intercept, access, retrieve, read, disclose, and use any telephone or voice mail communications and/or computer systems activity, including internet access and electronic mail, whether on a company-provided system or device or on a personal device, for the following purposes:

- to monitor excessive recreational use while employees are at work and/or using company-provided systems and devices;
- to engage in technical maintenance, repair and management;
- to investigate a breach of an employment contract or policy;
- to meet a legal requirement to produce documents, including by engaging in e-discovery;
- to ensure continuity of work processes;
- to improve business processes and manage productivity; and
- to prevent misconduct and ensure compliance with the law.

Employees shall have no reasonable expectation of privacy in their use of SNC’s devices and systems. Employees who want their communications to remain private should not utilize SNC’s computer facilities or equipment for such private communications.

Employees recognize that they have a diminished expectation of privacy when using their personal devices to full job functions.

Any violations of this Policy as a whole, or in part, may result in disciplinary action which may include, but not be limited to, termination of employment or contract and/or such other legal actions as may be warranted in the circumstances.





## # 15 - Disconnect from Work Policy

South Nation Conservation promotes the health and wellbeing of its employees and encourages and supports its employees in prioritising their wellbeing. Disconnecting from work is important for sustaining work-life balance.

SNC recognizes every employee should disconnect from work outside of their normal work hours subject to certain exceptions such as when there is an emergency or an agreement.

SNC has developed this Disconnecting from Work Policy (the “Policy” for the purpose of this section) in accordance with its obligations under the relevant provisions of the *Employment Standards Act, 2000*, as amended from time to time (the “ESA”),

In the event of any discrepancy between this Policy and an employee’s employment contract, and/or any relevant SNC policies, the employment contract and the relevant SNC policies shall take precedence.

### **Scope**

This Policy applies to all SNC employees regardless of their role.

### **Disconnecting from Work**

“Disconnecting from work” means not engaging in work-related communications, including emails, telephone calls, video calls or the sending or reviewing of other messages, so as to be free from the performance of work.

SNC recognizes every employee should be disconnecting from work outside of their normal hours of work, subject to certain exceptions.

The ESA and this Policy do not create a stand-alone right to disconnect from work for employees, and it does not impose obligations on SNC to allow employees to disconnect from work and to be free from the obligation to engage in work-related communications during their normal hours of work.

SNC and the employee recognize situations can arise where it is challenging to deal with matters during the employee’s normal hours of work. Team Leads may contact employees outside of their normal working hours in the following circumstances, including but not limited to:

- i. checking availability for staffing;
- ii. to fill in at short notice for a sick colleague;
- iii. where unforeseeable circumstances may arise;
- iv. where an emergency may arise; or



- v. where business and operational reasons require contact outside of normal working hours.

Where such situations occur, SNC undertakes to comply with the relevant provisions of the ESA, the employee's employment contract, and/or any relevant SNC policies.

### **Hours of Work**

Each employee's normal hours or work vary in accordance with their roles, their employment contracts, and any relevant SNC policies.

If the employee has any questions with respect to their normal hours of work, they should contact their Team Lead.

### **Communications**

It is important that the employee's personal time is respected. Where possible, email communications should be responded to and/or sent during the employee's normal working hours.

Employees' work patterns may differ, and some employees may send communications at a time that is inconvenient to another employee. Where this is the case, the sender should consider the timing of their communication and understand the recipient may not be expected to respond until their return to work.

Where a Team Lead sends communications outside normal working hours – unless business or operational needs dictate an immediate response is required – employees should not feel the need to respond to email communications received outside their normal hours of work.

### **Personal Devices**

In the course of their duties, some employees may use SNC provided personal electronic devices such as mobile phones, laptops, tablets, etc. These devices are provided to employees to allow flexibility in how employees complete their work and do not necessarily imply the employee must make themselves available for work at all times.

### **Raising Concerns**

Should an employee have any issues with disconnecting from work under this Policy, they should raise this with their Team Lead immediately to resolve the matter on an informal basis.

Where the matter is unresolved or an agreement cannot be reached, the matter can be formally raised with the Chief Administrative Officer or their designate.



## **Modifications**

SNC may revise this Policy in accordance with operational requirements and any legislative changes.

## **# 16 - Workplace Harassment and Discrimination**

The South Nation River Conservation Authority (“SNC”) is committed to providing a work environment in which all individuals are treated with respect and dignity. We believe in the prevention of harassment and discrimination in the workplace and we promote a discrimination and harassment-free working environment in which all people respect one another and work together to achieve common goals. Harassment committed by or against an employee is unacceptable conduct that will not be tolerated. SNC will take all reasonable and practical measures to prevent and protect employees from acts of harassment.

This Policy applies to all employees of SNC, regardless of tenure, including without limitation all employees, Supervisors, and managers. The Policy applies to all activities that occur while on SNC premises or other location(s) where the employee may be located as a result of their employment, or while they are engaging in SNC business, activities or social events.

## **Definitions**

**Complainant:** the person who files a formal complaint in writing pursuant to this Policy.

**Employee:** an individual in an employment relationship with SNC.

**Respondent:** the individual against whom allegations that could constitute a violation of this Policy have been made.

**Workplace:** any place where business or work-related activities are conducted. It includes, but is not limited to, the physical work premises, work-related social functions, work assignments outside of SNC’s work premises, work-related travel and work-related conferences or training sessions.

**Workplace harassment:** engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, and includes workplace sexual harassment. Examples of workplace harassment include, but are not limited to:

- Unwelcome jokes, slurs, innuendoes or taunting;
- Behaviour or conduct which might reasonably be expected to cause harm, discomfort, offence or humiliation;
- Body language or gestures that are disrespectful;
- Inappropriate communication via electronic mail and/or attainment, display and



- distribution of improper information from the internet;
- Inappropriate, unwelcome touching, come-ons or sexual flirtation;
- Display of sexually offensive pictures or objects.

Workplace harassment may also relate to a prohibited ground as set out in the Ontario *Human Rights Code* (“discriminatory harassment”), but it does not have to.

Workplace harassment does not include:

- Performance management, such as routine coaching and feedback, fair and objective performance appraisals, performance improvement plans or through appropriate and justifiable disciplinary action;
- A reasonable action taken by an employer or supervisor relating to the management and direction of workers or the workplace;
- Providing fair and reasonable constructive feedback or evaluation of the work completed by a colleague or a direct report;
- Assigning additional work;
- Voicing minor differences of opinion;
- Showing frustration or annoyance, where such behaviour is justified and displayed in a respectful manner without any threat of violence, intimidation, or other reprisals, and where it is shown only on an occasional basis.

**Discrimination:** on the basis of one or more prohibited grounds, directly or indirectly: refusing to hire, promote, train, upgrade or transfer; disciplining, dismissing or laying-off; establishing or following any policy or practice which deprives persons of career opportunities; and/or making adverse distinctions between employees.

**Discriminatory Harassment:** a course of comments or actions that are known, or ought reasonably to be known, to be unwelcome. It can involve words or actions that are known or should be known to be offensive, embarrassing, humiliating, demeaning, or unwelcome, to an employee based on one or more prohibited grounds. Examples of harassment would include:

- Jokes or slurs about a prohibited ground, for example, racist or homophobic “jokes”;
- Degrading words used to describe a person based on a prohibited ground; and
- Derogatory or degrading remarks directed towards all members of a group who share characteristics based on a prohibited ground.

**Prohibited ground:** one of those listed in the Ontario *Human Rights Code*, including: race, colour, creed (religion), place or ethnic origin, sex (including pregnancy), age (eighteen years old and over), disability (including mental, physical, developmental or learning disabilities), ancestry, citizenship, sexual orientation, gender identity, gender expression, marital status (including the status of being married, single, widowed, divorced, separated, or living in a conjugal relationship outside of marriage), or family status (such as being in a parent-child relationship).



**Workplace sexual harassment:**

- Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; or
- Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought to reasonably know that the solicitation or advance is unwelcome.

**Sexual harassment includes:**

- Sexist jokes and the display or circulation of sexually offensive slides/cartoons;
- Sexually degrading words used to describe a person or directed towards members of one sex;
- Leering (suggestive staring) or other obscene/offensive comments or gestures;
- Unwelcome physical contact, such as patting, touching, pinching, hitting;
- Unwelcome sexual flirtations, advances, propositions or persistent unwanted contact or attention after the end of a consensual relationship;
- Requests for sexual favours;
- Unwanted touching and sexual assault.

**Responsibilities of Employees and Management**

Employees are expected to:

- Act respectfully towards other individuals while at work and while participating in any work-related activity;
- Report any incident of workplace harassment that they have knowledge of;
- Understand and comply with this Policy and all related procedures;
- Co-operate with any efforts to investigate and resolve matters arising under this Policy; and
- Participate in education and training programs; and
- Respond appropriately to any incident of harassment or discrimination.

Management employees are expected to:

- Ensure training and education of all employees with respect to this Policy;
- Promote a discrimination and harassment-free working environment;
- Review all reports of harassment in a prompt, objective, and sensitive manner; and
- Facilitate appropriate support for all those either directly or indirectly involved in a workplace incident.



### **Reporting**

SNC encourages the reporting of harassment and discrimination. An employee who believes that they have been subjected to discriminatory or harassing behaviour is encouraged to follow the steps outlined below:

1. Prior to filing a formal report of an incident, if the employee feels comfortable doing so, they should tell the offending individual that the behaviour is unwelcome and that it should stop, either directly or with the assistance of a third party, such as the employee's immediate Supervisor. If the employee is uncomfortable approaching the individual directly then they can report the incident directly to their supervisor or the Chief Administrative Officer. The employee should carefully record details of all incidents including the date and time of the incident, the nature of the incident, and names of people who may have been witnesses.
2. The employee may ask for support from their Supervisor to communicate their objections to the incident(s) to the other person(s) and/or to prepare and submit a formal complaint if they choose. If appropriate, the employee should attempt to maintain a respectful relationship and in any event, avoid rumours, retaliation or escalation of ill-will.
3. If the behaviour does not stop after the employee has spoken to the person(s), the employee may choose to file a formal complaint outlining the particulars of the allegations to the Chief Administrative Officer or the Senior Supervisor of their department. The complaint should be in writing, using the Workplace Violence and Harassment Incident Report, signed by the individual making the complaint and providing as much detail as possible, including who, what, where, when and the names of any witnesses.
4. If the Chief Administrative Officer is the alleged harasser, then the employee may file a formal complaint to the Chair of the Board of Directors of the SNC.
5. Formal complaints shall be filed within a reasonable period of time following the incident(s) complained of. Please note that anonymous complaints may not be possible to investigate if such complaints lack specificity.

### **Investigation of Complaints**

All reports of harassment and discrimination will be taken seriously and will be documented and if the allegations constitute a violation of this Policy, they will be investigated. The form of investigation will depend on the circumstances and may involve appropriate law enforcement or other competent person as determined by SNC, taking into consideration the nature of the harassment or discrimination and the concerns of employee(s) who experienced the harassment or discrimination.



1. Upon receipt of a formal written and signed complaint of harassment or discrimination, the Chief Administrative Officer will assign the investigation to an internal or external person to investigate.
2. The Respondent should be advised that the above steps have been taken and to refrain from discussing the complaint with anyone other than those involved in the investigation.
3. The investigation may include interviewing the complainant and the respondent as soon as possible, interviewing any witnesses, reviewing relevant documents and other materials, and producing a final report detailing findings and recommendations (if any).
4. Following the investigation, the investigator may make a finding of:
  - a. sufficient evidence to support a finding of violation of this Policy,
  - b. insufficient evidence to support a finding of violation of this Policy, or
  - c. no violation of this Policy.
5. Upon being advised of the investigator's findings, SNC will determine whether any action is required which may include preventive, corrective and/or disciplinary action.
6. The Complainant(s) and the Respondent(s), if they are employees of the SNC, will be advised by the SNC, in writing of the results of the investigation and of any corrective action that has been taken or that will be taken as a result of the investigation.

### **Confidentiality**

Confidentiality is required to properly investigate an incident and to offer appropriate support to all parties involved: only those on a "need to know" basis will be advised of the complaint and/or investigation. Information about an incident or complaint of workplace harassment, including identifying information about any individuals involved, will not be disclosed unless the disclosure is necessary for the purposes of investigating or taking corrective action with respect to the incident or complaint, or is otherwise required by law. SNC will endeavour to maintain confidentiality to the extent possible; employees are advised that gossiping about an incident will not be tolerated. Those with questions or concerns should speak to the Chief Administrative Officer, or their department's Senior Supervisor.

### **Record Keeping**

The documents corresponding to any investigation will be kept on file in a secure location, separate from any employee's personnel files, for as long as necessary. Records of any remedial action taken will be placed in the appropriate employee's personnel file.

### **Consequences**





No employee or any other individual affiliated with SNC shall subject any other person to harassment or discrimination or allow or create conditions that support harassment or discrimination. Employees that subjects another employee to harassment or discrimination or otherwise violates this Policy may be subject to disciplinary action, up to and including immediate dismissal for just cause.

Additionally, discipline, up to and including immediate dismissal for just cause, may be imposed on the following individuals in the following circumstances:

- On Managers who were aware of harassment or discrimination and permitted it to take place;
- On employees who have made a false accusation of harassment or discrimination, knowingly or in a malicious manner.

### **No Reprisals**

SNC will not tolerate reprisals or retaliatory measures against an employee who, in good faith, raises a complaint of harassment or discrimination within the meaning of this Policy. These protections apply to anyone who cooperates in the investigation of the complaint. Disciplinary action may be taken against an employee who takes any reprisal against an employee who reports harassment or discrimination.

### **Complaint to the Human Rights Tribunal**

Employees who believe that they have been subject to harassment or discrimination that is based on a prohibited ground under the Ontario *Human Rights Code* are encouraged to follow the reporting procedures under this Policy. However, nothing in this Policy prevents an employee from filing an application with the Human Rights Tribunal of Ontario within one year of the alleged incident. Employees retain the right to exercise any other legal avenues that may be available to them.

### **Monitor and Review**

SNC will review this Policy and the effectiveness of its workplace harassment prevention measures at least every year.

### **Employee Acknowledgement**

I hereby acknowledge that I have read, understood, and agree to abide by the SNC's Workplace Harassment and Discrimination Policy, issued to me on \_\_\_\_\_.

I recognize that a violation of this policy may result in disciplinary action up to and





including dismissal.

\_\_\_\_\_  
**Employee Name (Print)**

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**



## # 17 - Workplace Violence

The South Nation River Conservation Authority (SNC) is committed to the prevention of workplace violence and strives to promote a safe and respectful environment for all employees. All reasonable and practical measures will be taken to protect employees from acts of workplace violence. These acts require particular attention as workplace violence undermines employees' ability to work effectively and it negatively impacts their overall quality of life. Any threat or act of violence committed by or against any employee, client, or member of the public is unacceptable and will not be tolerated.

SNC will appoint a Workplace Coordinator whose role will be to investigate incidents of violence in the workplace. The Workplace Coordinator will also help facilitate training and prevention programs for workplace violence.

This policy applies to all employees, program representatives, volunteers, Directors, and Committee Members of SNC and all work-related activities that occur on-site or while engaging in company-related business, activities, or social events whether on or off-site.

### **Definitions**

**Complainant:** The person who files a complaint pursuant to this policy.

**Respondent:** The individual against whom allegations that could constitute a violation of this policy have been made.

**Workplace:** Any place where work or work-related activities are conducted. It includes, but is not limited to, the physical work premises, work-related social functions, work assignments off-premises, work-related travel and work-related conferences or training sessions.

**Workplace Violence:** The threat, exercise, or attempted exercise, of physical force by a person against an employee, in a workplace, that causes or could cause physical injury to the worker. Examples of workplace violence include, but are not limited to:

- Physical attacks;
- Threatening behavior such as shaking fists, destroying property or throwing objects; and
- Verbal, electronic or written threats that express an intent to inflict bodily harm.

### **Responsibilities**

#### **Employees/ Program Representatives**

- Act respectfully towards other individuals while at work and while participating in any work-related activity;



- Ensure their own immediate physical safety in the event of workplace violence; then report the incident to the police or a Supervisor as the situation warrants;
- Adhere to workplace violence policies and procedures;
- Be an attentive participant in workplace violence training;
- Report any incidence of workplace violence or threat of workplace violence towards themselves, or one that they witness or have knowledge of;
- Cooperate with any efforts to investigate and resolve matters arising under this policy.

### **Management Employees**

- Ensure that employees are trained with respect to this policy and on how to recognize the potential for workplace violence, how to minimize exposure to violence and what to do when confronted by violence;
- Implement this policy and the workplace violence program;
- Inform employees of any risk of violence they will encounter in their work;
- Take all reasonable precautions in the circumstances for the protection of an employee if the SNC becomes aware of a domestic violence situation that would likely expose an employee to physical injury in the workplace;
- Facilitate medical attention and appropriate support for all those directly or indirectly involved in a workplace incident.

### **Workplace Coordinator**

- Manage the program that promotes and prevents violence in the workplace.
- Coordinate and possibly lead the investigation of any threat or occurrence of workplace violence.

### **Summoning Immediate Assistance**

In case of an immediate concern of violence in the workplace (physical/sexual assault or other serious threat of violence), all employees are expected to ensure their own safety and to dial 911 as follows:

- Employees working in the office are to use their desktop phone or a cell phone;
- Employees working outside of the office are to use their cell phones.

Employees are reminded that it is essential that cell phone batteries remain charged at all times.

In cases of non-immediate concerns related to workplace violence, employees are expected to contact their immediate Supervisor or the Workplace Coordinator, and to report the incident as per the incident reporting procedure set out below.

### **Risk of Workplace Violence From a Person With a History of Violent Behaviour**



SNC will provide employees with information, including personal information, about a person with a history of violence behavior if the employee can be expected to encounter such a person in the course of their work and the risk of workplace violence is likely to expose the employee to physical injury. SNC will not disclose more information than is reasonably necessary for the protection of an employee from physical injury.

### **Confidentiality**

Confidentiality is required to properly investigate an incident and to offer appropriate support to all parties involved: only those on a “need-to-know” basis will be advised of the complaint and/or the investigation. SNC will endeavour to maintain confidentiality to the extent possible; employees are advised that gossiping about an incident/investigation will not be tolerated. Those with questions or concerns should speak to the Workplace Coordinator.

### **Consequences**

No employee or any other individual affiliated with SNC shall subject any other person to workplace violence or allow or create conditions that support workplace violence. An employee of SNC that subjects another employee to workplace violence or otherwise violates this policy may be subject to disciplinary action, up to and including immediate dismissal for just cause.

Additionally, discipline, up to, and including, immediate dismissal for just cause, may be imposed on employees who have made a false accusation under this policy, knowingly or in a malicious or bad faith manner.

### **No Reprisals**

SNC will not tolerate reprisals or retaliatory measures against an employee who, in good faith, raises a complaint of workplace violence within the meaning of this policy. These protections apply to anyone who cooperates in the investigation of a complaint. Disciplinary action, up to, and including, immediate dismissal, may be taken against any person who takes any reprisal against a person who reports workplace violence.

### **Responding To and Reporting Workplace Violence**

If an incident is of an urgent and serious nature, employees should first contact 911 and ensure they are in a safe place before following the steps below. If there is a serious and immediate threat, employees will receive information and instructions from SNC and, depending on the nature of the workplace violence, the appropriate law enforcement agency may be summoned.

### **When You Are the Victim of or You Witness Violence**



1. Remove yourself from the situation to a safe location as quickly and as safely as possible.
2. Avoid retaliation or confrontation.
3. As soon as the immediate threat has been addressed, report the incident to a Supervisor, Department Director, the Workplace Coordinator, or Chief Administrative Officer. You should make detailed notes of the incident(s) as soon as possible and include at least the following information:
  - Date, time, and location
  - Nature of the events
  - Person(s) involved
  - Names of a witness(es)

### **Investigating Incidents/Complaints**

All reports of workplace violence or potential incidents of violence will be taken seriously, and will be investigated. The form of investigation will depend on the circumstances and may involve appropriate law enforcement or other competent person as determined by SNC, taking into consideration the nature of the alleged workplace violence and the concerns of employee(s) who experienced or witnessed the alleged workplace violence.

1. Upon receipt of a complaint or notification of an incident, the Chief Administrative Officer will assign the investigation to an internal or external person to investigate. The Workplace Coordinator will assist the Chief Administrative Officer as necessary with the coordination of the investigation.
2. The investigation may include interviewing the complainant and the respondent as soon as possible, interviewing any witnesses, reviewing relevant documents and other materials, and producing a final report detailing findings and recommendations (if any).
3. Following the investigation, the investigator may make a finding of:
  - a. Sufficient evidence to support a finding of a violation of this policy,
  - b. Insufficient evidence to support a finding of a violation of this policy, or
  - c. No violation of this policy.
4. Upon being advised of the investigator's findings, the Chief Administrative Officer will determine whether any action is required, which may include preventive, corrective and/or disciplinary action.
5. The complainant and the respondent will be advised separately of the results of the investigation.

Please note that the appropriate law enforcement agency may conduct its own independent investigation.

### **Record Keeping**



The documents corresponding to any investigation will be kept on file in a secure location, separate from any employee’s personnel files. Records of any remedial action taken will be placed in the employee’s personnel file.

**Employee Acknowledgement**

I hereby acknowledge that I have read, understood, and agree to abide by the SNC’s Workplace Violence Policy, issued to me on \_\_\_\_\_.

I recognize that a violation of this policy may result in disciplinary action, up to, and including dismissal.

\_\_\_\_\_  
**Employee Name (Print)**

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

**# 18 - Uniforms**

The Authority will supply required safety equipment and uniforms. Safety equipment and uniforms must have direct relevance to the job at hand, and remain the property of SNC.

Upon leaving the service of the Authority, the Employee must return Authority safety equipment and uniforms.

Uniforms consist of:

- i. 5 shirts
- ii. 5 Work Pants
- iii. 2 T-shirts
- iv. Winter Parka
- v. Three Season jacket
- vi. SNC Hat
- vii. Dress Shirt (if requested)

SNC clothing displaying SNC logo must be worn with respect in public. Employees will use discretion when wearing SNC clothing during non-business hours.



Employees are to dress according to the job being performed. At all times, clothing must be business-like and professional.

**# 19 - Years' Service Recognition to SNC Employees and Board of Directors**

SNC Employees and Board ~~of Directors~~ Members appointed by the Participating Municipalities will be awarded with a Maple Leaf Gold Coin, or equivalent, to recognize their years of service. Coins would be awarded as follows:

5 Years	–	1/20 ounce
10 Years	–	1/10 ounce
15 Years	–	¼ ounce
20 Years	–	½ ounce
25 Years	–	1 ounce
30 Years	–	1 ounce

**Employee Acknowledgement**

I hereby acknowledge that I have read, understood and agree to abide by the policies and procedures in SNC Personnel Policy, issued to me on \_\_\_\_\_.

I recognize that a violation of any of these policies and procedures may result in disciplinary action, up to, and including, dismissal.

\_\_\_\_\_  
**Employee Name (Print)**

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**