



# Clean Air Partnership

**Employee Handbook**

**May 2019**

Table of Contents

INTRODUCTION..... 3

EMPLOYMENT AT CLEAN AIR PARTNERSHIP ..... 5

DEPARTURE ..... 11

TIME AWAY FROM WORK ..... 12

BENEFITS ..... 14

PROFESSIONAL DEVELOPMENT..... 15

DIVERSITY..... 15

CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY ..... 16

CONFLICT OF INTEREST ..... 17

MEDIA RELATIONS ..... 18

HEALTH AND SAFETY ..... 18

HARRASSMENT ..... 22

WORKPLACE VIOLENCE..... 22

DISPUTE RESOLUTION..... 23

## INTRODUCTION

This employee handbook is a summary of policies, procedures and practices related to human resource management at Clean Air Partnership.

The governance of Clean Air Partnership is the responsibility of the Clean Air Partnership Board. CAP board and staff work cooperatively to carry out the objectives of the organization. The board relies upon the ability, training, expertise and experience of staff to plan for and provide services within the organizations' mandate. Board meetings are the generally recognized avenues for board and staff to think and plan together.

Communications between Board and Staff, outside of meetings shall be through the Executive Director. This includes:

- Any assignments or directives;
- Requests for organizational resources or staff time;
- Staff performance concerns or policy infractions; and
- Concerns regarding any aspect of programs or administration.

The Executive Director is accountable for leading an effective staff team and is thereby accountable for the development and implementation of the policies outlined in this manual. Managers are responsible for human resource management within their own staff teams and should reference this manual to ensure organizational consistency in the application of these practices.

The Deputy Director is responsible for maintaining the procedures and systems which support human resource management for the organization and is available to answer any questions or provide clarification on any content of this manual.

Clean Air Partnership's benefits package, including the insurance and health plan and the group RRSP, is coordinated through the Deputy Director. Questions regarding the benefits package should be directed to the Deputy Director.

### *Clean Air Partnership Vision*

The Clean Air Partnership (CAP) envisions sustainable, resilient, and vibrant communities that possess:

- Healthy air;
- Efficient low carbon energy use;
- Transportation that prioritizes walking, cycling, transit, and EVs;
- Resilience to climate change impacts such as extreme weather; and
- Job creation from low carbon and green infrastructure investments.

### ***Clean Air Partnership Mission***

Collaborating with municipal governments and their stakeholders CAP enables communities to reduce their greenhouse gas emissions (GHGs) and air pollution, increase their resiliency to extreme weather and make advancements towards a low carbon economy.

1. **Outreach**. To advance understanding of the connection between climate change, air pollution, community livability, resiliency and economic development and competitiveness.
2. **Capacity Building**. To reduce GHGs and improve air quality and resilience through policy research, and identification and removal of barriers to implementation.
3. **Implementation and Scale-Up**. To accelerate the implementation and wide scale adoption of actions that advance GHG reductions, improve air quality, and increase active transportation and electric vehicle opportunities, community resiliency and green infrastructure.

### ***Clean Air Partnership Value Proposition***

CAP connects municipal governments and their stakeholders and partners through networks to accelerate knowledge transfer that improves clean air and climate change planning and action capacity, and identifies and removes barriers and risks to implementation. We do this through:

- ***Collaboration***: We bring together experts and practitioners to share their experiences, minimize redundancy, and maximize use of resources.
- ***Policy Integration***: CAP encourages cooperation among the different silos of government to improve the implementation of multi-faceted policies.
- ***Research into Action***: CAP conducts research and distills results and emerging knowledge into easily understandable formats.
- ***Scaling Up***: CAP facilitates the advancement of “pilot” projects to wider adoption by deepening understanding of a measure, program, or technology.

### ***Clean Air Partnership Guiding Principles***

- Climate change threatens the planet and local communities.
- Municipalities are essential players in achieving a low carbon economy.
- Sustainable municipalities enjoy increased resiliency, health, cost

- savings, and livability benefits.
- Collaboration within and between municipalities is a proven catalyst for change.
- Regional networks are an effective way to address and solve complex systemic issues.
- Municipal leadership is a catalyst for leadership from other community stakeholders.
- Solutions must be based on solid evidence coming from monitoring and evaluation that enables continuous learning and improvement.

### ***Statement of Philosophy and Code of Conduct***

Clean Air Partnership wishes to maintain a work environment that fosters personal and professional growth for all employees. Maintaining such an environment is the responsibility of every staff person. Because of their role, Directors have the additional responsibility to lead in a manner which fosters an environment of respect for each person.

It is the responsibility of all staff to:

- Foster cooperation and communication among each other
- Treat each other in a fair manner, with dignity and respect
- Promote harmony and teamwork in all relationships
- Strive for mutual understanding of standards for performance expectations, and communicate routinely to reinforce that understanding
- Encourage and consider opinions of other employees or members, and invite their participation in decisions that affect their work and their careers
- Encourage growth and development of employees by helping them achieve their personal goals at Clean Air Partnership and beyond
- Seek to avoid workplace conflict, and if it occurs, respond fairly and quickly to provide the means to resolve it
- Administer all policies equitably and fairly, recognizing that jobs are different but each is important; that individual performance should be recognized and measured against predetermined standards; and that each employee has the right to fair treatment
- Recognize that employees in their personal lives may experience crisis and show compassion and understanding

## **EMPLOYMENT AT CLEAN AIR PARTNERSHIP**

### ***Employment Equity***

Clean Air Partnership is an equal opportunity employer and employs personnel without regard to race, ancestry, place of origin, colour, ethnic origin, language, citizenship,

creed, religion, gender, sexual orientation, age, marital status, physical and/or mental handicap or financial ability. While remaining alert and sensitive to the issue of fair and equitable treatment for all, Clean Air Partnership has a special concern with the participation and advancement of members of four designated groups that have traditionally been disadvantaged in employment: women, visible minorities, aboriginal peoples and persons with disabilities.

### ***Recruitment and Selection***

All employment opportunities at Clean Air Partnership are publicly posted for a minimum 10 working day period. They are posted on the goodwork.ca website and on the websites of affiliated organizations. Occasionally, they are posted on employment websites or with an employment agency. Applications are encouraged from current employees but will be screened in the same manner as applications received from outside applicants.

Applicants are invited to submit their application, along with a current résumé, demonstrating that they meet the minimum criteria for the position being sought. At the closing date, all applications are screened, and candidates selected for interview are contacted. If the interview is positive, references will be contacted. Depending on the feedback provided, a position may be offered to the applicant.

### ***Nepotism***

No candidate shall be hired for a position where they may report to, or supervise a member of their immediate family. Immediate family is defined as: parent(s), step parent(s), foster parent(s), sibling(s), grandparent(s), spouse {including common law partner}, step child(ren) or ward of the staff member, father-in-law or mother-in-law (including parent of same sex partner). Personal relationships with other employees or members of the Clean Air Partnership's Board of Directors or Committees of Clean Air Partnership should be disclosed prior to accepting any offer from the employer. Failure to disclose this information would be considered contradictory to the Code of Conduct policy.

### ***Orientation***

All new employees to Clean Air Partnership shall receive an orientation session which will encompass an overview of general policies, procedures and operations. This will provide employees, new to either a position or Clean Air Partnership, an opportunity to learn Clean Air Partnership's personnel and the performance expectations management. Each new employee will given a copy of this Employee Handbook and employees will be expected to learn its contents. They will also make aware of specific policies such as the Code of Conduct, and asked to sign off on their adherence to the various policies. A two hour orientation session will be delivered to all new staff on their first day of work. This

session will be attended by their manager, and/or other senior staff as necessary. The orientation presentation is presented in Appendix A.

### ***Employee Duties***

Attached to an Offer of Employment, is a description of the job and the associated responsibilities, along with any additional tasks possibly required. This document will be used to evaluate performance both during the probation period and after. If an employee is unsure of its contents, they should not hesitate to ask for clarification. Additional information on Clean Air Partnership's Performance Evaluation Framework will also be provided during this orientation session as well as made available to all Clean Air Partnership staff through Clean Air Partnership's file management system.

From time to time, it may be necessary to amend an employee's job description. These amendments will be discussed with the employee in advance however, the final decision on implementation will be made by management.

### ***Personnel File***

Clean Air Partnership does collect personal information for inclusion in personnel files. This information is available to the employee, the Executive Director and the Deputy Director. This information is kept in a secure location, and is not shared with members of our Board or with our funders. Information which is contained in an employee's personnel file includes the following: résumé, letter of offer, performance reviews, amendments to job descriptions, disciplinary notices, tax forms, copies of enrolment forms for benefits, approved leave requests and any relevant medical conditions the employee would like us to be made aware of.

### ***Employment Categories***

**Regular Full-time:** Regular full-time employees are those who are employed on a continuous basis and are scheduled to work the standard workweek, which is defined as being 37 ½ hours per week.

**Regular Part-time:** Regular part-time employees are those who are employed on a continuing basis and are scheduled to work not less than 60% of the standard work week. Regular part-time employees past the probationary period are eligible for vacations, leaves, pension and other benefit programs as currently defined by CAP and may participate in direct proportion to their normal part-time work schedules and calculated on a pro-rata basis.

**Contract:** Contract employees are those employed on either a project or time-specific basis and the hours of work and all other terms and conditions of employment are negotiated and formally recorded in a contractual agreement between the employer

and the employee. Contract employees that are beyond the probationary time period are eligible to participate in CAP's benefits and RRSP Plan but their eligibility will be based on the ability of the funding supporting that contract position to allow for the funding allocation and/or charge out rates that can allow for the required resources needed to access the benefits plan.

Casual: Casual employees are those employed on a strictly "as required" basis. Casual employees are not eligible for Clean Air Partnership's benefits and RRSP Plan (need to check what the rules are for Casual employees and ESA requirements on stat holidays, etc..

### ***Probation***

The first six months of employment are probationary. During this time both parties may assess suitability for employment with the Employer. This also provides management an opportunity to assess skill levels and address areas of potential concern. During the first ninety (90) days of the probationary period, employment may be terminated by either party for any reason whatsoever, with or without cause, and without notice or payment in lieu of notice, except as may be prescribed by the *Employment Standards Act* of Ontario ("ESA"), as may be amended from time to time. Upon satisfaction of the requirements under the ESA, as amended, the Employer shall have satisfied any and all obligations to the employee, whether under the ESA, as amended, or at common law. At the completion of the probation period, the employee and employer shall meet and review progress to date. At this time one of three things will occur:

- i. Probation will end, employee is hired permanently
- ii. Probation may be extended for an additional six months
- iii. Employment will end

### ***Annual Salary***

Salaries shall be determined by the Executive Director, based on budget considerations and commensurate with the experience of the successful candidate. The organization shall pay employees on a bi-weekly basis, less the usual and necessary statutory and other deductions payable in accordance with the Employer's standard payroll practices. These payroll practices may be changed from time to time at the Employer's sole discretion. Currently, payday occurs every second Thursday and covers the pay period ended the previous Saturday.

### ***Performance Appraisals***

The performance review document will be a living document for each employee. Each employee will be responsible for developing their respective workplan for the year. This plan will be reviewed by Management and amended as necessary. At the time of the performance appraisal, the employer and employee will review the objectives and the results achieved. Throughout the year, the employee and employer may refer to this

document to track progress made toward objectives, highlight areas of concern and indicate challenges identified along the way.

Performance reviews, for all employees, will occur between February and April annually. Employees should prepare for this meeting by preparing a draft workplan for the coming year. This meeting is to review successes and challenges from the preceding year, and to establish the objectives for the coming year. This would also be the opportunity for either party to identify and recommend professional development opportunities which may assist the employee in their day to day work or to grow within the organization. Once complete, both parties shall sign off on the final document and it shall be added to the employee's personnel file.

### ***Professionalism***

When representing Clean Air Partnership, staff should dress and behave appropriately. Employees should choose to dress in a manner which presents a professional image to the public and is respectful of others. Excessive use of profanity is neither professional nor respectful to co-workers and will not be tolerated.

### ***Discipline***

Discipline at Clean Air Partnership shall be progressive, depending on the nature of the problem. Its purpose is to identify unsatisfactory performance and / or unacceptable behaviour. The stages may be:

- i. Verbal reprimand
- ii. Written reprimand
- iii. Dismissal

Some circumstances may be serious enough that all three steps are not used. Some examples of these types of situations are theft, assault or wilful neglect of duty. In all cases, documentation will be included in the employees personnel file.

### ***Hours of Work***

The regular office hours for Clean Air Partnership are 9 a.m. to 5 p.m. Monday through Friday inclusive (excluding holidays), with core operational hours being 10 a.m. to 3:30 p.m. During core hours, it is expected that most staff will be available. All employees are expected to work 7.5 hours per day, which include those hours indicated as core, exclusive of an unpaid eating break of at least thirty (30) minutes should employees wish to take it. Employees may also be expected to work such other hours as may be requested or required from time to time. Employees hired on a part time basis will have schedules determined on a case by case basis.

Employees are required to notify their supervisor, in advance, of planned days away from the office. Unplanned absences from the office should be reported to the

employee's supervisor as soon as could reasonably be expected. At the discretion of the Executive Director, depending on circumstances, employees may be allowed to work from home for specific periods of time.

### ***Staff Meetings***

Staff meetings are generally held on the third Thursday of each Month. All staff are expected to attend these meetings. A recurring invite will be sent to all staff to ensure conflicting appointments are not booked during this time. These meetings are between 1 and 2 hours in duration. Lunch is served during the meeting. During staff meetings, project updates, administrative updates and other business is discussed.

### ***Board Meetings***

All staff are expected to attend the Annual General Meeting. All staff are each expected to attend one additional Board Meeting annually during which you will be asked to provide a project update to the Board of Directors.

### ***Statutory Holidays***

The Province of Ontario has twelve (12) public holidays and other days for which staff will be paid. They are:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

We also close the office between Christmas and New Year's. These non-statutory days will have no impact on employee vacation or lieu time.

### ***Overtime***

All overtime must be authorized by the Executive Director in advance of being worked. Employees will be provided with time off in lieu of overtime pay at straight time for all hours worked. Lieu time is capped at ten days per year. To avoid accruing lieu time, employees may work reduced hours during the same pay period (e.g., 10 hours on Monday followed by 5 hours on Tuesday to give 7.5 average hours each day).

## DEPARTURE

### *Termination for Cause*

An Employment Contract may be terminated by the Employer at any time for cause, without notice or payment in lieu of notice or severance pay whatsoever, except payment of outstanding wages, overtime and vacation pay to the date of termination. Cause includes, but is not limited to, any act of dishonesty, conflict of interest, breach of confidentiality, harassment, insubordination, or careless, negligent or documented poor work performance.

### *Termination Without Cause*

An Employment Contract may be terminated by the Employer at any time and for any reason on a without cause basis, upon the provision of notice or payment of notice instead, and severance pay if applicable, as is minimally required by the ESA, as amended from time to time. In addition to notice, and pursuant to the ESA, the employee shall be entitled to an additional one (1) week's notice or payment in lieu of notice for every year of completed service (severance pay) with the Employer to a maximum of sixteen (16) weeks' notice inclusive of the notice requirements under the ESA. The notice as described in this paragraph is inclusive of all statutory and common law entitlements to notice or payment in lieu of notice. Upon satisfaction of the requirements under this paragraph, the Employer shall have satisfied any and all obligations to the employee, whether under the ESA, as amended, or at common law. The notice requirement contained in this clause constitutes a material inducement to the Employer to enter this agreement.

### *Resignation*

After completion of the first ninety (90) days of the probationary period, employees must give the Employer two (2) weeks' notice of resignation. The Employer may waive the resignation notice period in whole or in part at any time by providing payment of regular wages for the period so waived.

### *Layoff*

Operation requirements are subject to change based on workload and the funding levels received on an annual basis. All efforts will be made to keep staff in a position similar, in scope and salary, to that they have become accustomed to. If the organization is unable to do this, then employees will receive one (1) week notice for each year of service, as required by the Ontario Labour Code. For employees who have a minimum of six years of service, this amount will be augmented by one (1) week of severance pay (or equivalent notice) for each year of service.

### ***Employer Property***

Upon termination of employment for any reason, all items of any kind created or used pursuant to the employee's service or furnished by the Employer including but not limited to computers, reports, files, manuals, literature, confidential information, or other materials shall remain and be considered the exclusive property of the Employer at all times, and shall be surrendered to the Executive Director, in good condition, promptly and without being requested to do so.

## **TIME AWAY FROM WORK**

### ***Vacation Time and Vacation Pay***

Vacation will accumulate on the basis of the below chart.

<b>Hours</b>	<b>Years</b>	<b>Vacation days accrued per month</b>
1000	0.5	1.25
2000	1	1.25
4000	2	1.25
6000	3	1.5
>10000	5	1.67
>14000	7	1.85

As vacation is designed to give employees a chance to rest and rejuvenate, therefore taking vacation is encouraged by the employer. For this reason, employees may only carry 10 (10) days from one year to the next. These days should be used during the first 90 days of the new year.

### ***Sick Leave***

Employees will be entitled to ten (10) days of sick leave per calendar year accumulated on the basis of 0.825 day per month. Sick days do not carry over from one year to the next. Regardless of the amount of sick leave accumulated, sick leave will not be paid out upon resignation, retirement, or termination of employment for any reason. Furthermore, since Sick Leave has no cash value, employees may not use more than they have accumulated, without the express written permission of the Executive Director. Employees working less than full time will have their rate of accumulation adjusted accordingly.

Sick leave can be used for personal illness, personal medical appointments, and visits to specialists.

The Employer reserves the right to request information with respect to limitations, restrictions, prognosis in such manner as it deems necessary in the circumstances with respect to any request for paid or unpaid sick leave. The employer also reserves the right to request a doctor's note for absences of three (3) days or longer.

### ***Compassionate Leave***

Clean Air Partnership will grant up to three (3) working days per event on the occasion of a death in the staff member's immediate family. Immediate family is defined as: parent(s), step parent(s), foster parent(s), sibling(s), grandparent(s), spouse (including common law a/o same sex partner), step child(ren) or ward of the staff member, father-in-law or mother-in-law (including parent of same sex partner). Special consideration may also be given at the discretion of the employee's manager and the Executive Director to any other person whose association with the employee is similar to any of the above relationships.

These requests should be discussed in person with the Manager and the ED and be followed by a written submission.

### ***Jury Duty***

Employees will be allowed 1 week of paid time off for jury duty. After that, employees will be asked to continue jury duty without pay. Any compensation, covering the first week received from the court system shall be surrendered to the Organization. A copy of the notice to serve should be provided for inclusion in the employee's personnel file.

### ***Disability Leave***

Clean Air Partnership's benefits plan does not provide for Short or Long Term Disability. For short term disability, employees have the option to apply for EI Benefits for medical reasons.

### ***Maternity, Parental and Adoptive Leave***

Maternity/Parental/Adoptive and other government supported Leave shall conform to the provisions of the Employment Standards Act. The full period of the leave is granted without pay. Clean Air Partnership will issue a Record of Employment on commencement of leave which allows the employees to make claim for Employment Insurance Benefits. When the employee returns to work, employment is guaranteed in a similar position at the same salary level. Every attempt will be made to return employees to a position of equal responsibility on return from leave status, however, no

guarantees exists that the exact position left will be available on return.

### ***Unpaid Leave***

Employees may take unpaid leave with the written consent of the Executive Director. The term of unpaid leave must also be agreed with the Executive Director. During periods of unpaid leave, medical, dental, life and AD&D coverage if applicable will be suspended. Every attempt will be made to return employees to a position of equal responsibility on return from leave status, however, no guarantees exists that the exact position left will be available on return.

## **BENEFITS**

### ***Medical, Dental, Life and AD&D***

Clean Air Partnership is able to provide benefits through a Health Spending Account. These benefits are paid by the employer and are in the amount of \$ 2,500 per employee.

### ***RRSP Contribution***

Employees begin participation in CAP's pension program as described in the chart below. The pension plan requires contributions from both the employee as well as the employer.

<b>Hours</b>	<b>Years</b>	<b>Pension - Employee Contribution</b>	<b>Pension - Employer Contribution</b>
1000	0.5	NA	NA
2000	1	3%	3.20%
4000	2	3%	3.00%
6000	3	3%	3.00%
>10000	5	3%	3.00%
>14000	7	3%	3.00%

## **Expenses**

Staff will be reimbursed for reasonable expenses necessarily incurred in carrying out the business of CAP, upon submission of appropriate receipts. Such expenses may include:

- Mileage and transportation costs (liability and related travel expenses).
- Meals

- Overnight accommodation

The expense rates will be set and reviewed annually by the Executive Director  
Any expenses over and above the set amounts must be approved by the Executive Director.

### ***Extraordinary Expenses***

Consideration may be given to reimbursing staff for extraordinary expenses incurred as a result of carrying out the business of CAP outside of regular business hours. These expenses must be approved in advance at the discretion of the Executive Director.

### ***Ground Transportation***

It is the responsibility of staff to get to and from CAP's regular place of business on their own time and at their own expense.

### ***Other Expenses***

All other expenses deemed necessary must be approved by the employee's Manager and/or the Executive Director. If it is a petty expense of urgent nature the employee may use their own discretion.

## **PROFESSIONAL DEVELOPMENT**

Staff members are encouraged to further their personal and career development through academic study and other educational opportunities which both meet the needs of the employee and the requirements of CAP.

At the discretion of your relevant Director, employees may be able to attend conferences, courses, seminars and meetings, identified through annual workplans and performance reviews, which may be beneficial to the employee's professional development. If these opportunities are directly related to the employee's position, or are suggested by the relevant Director and where financial resources are available then Clean Air Partnership will cover the cost of registration, course materials and some travel expenses. At all times, there must be a demonstrable and direct benefit to Clean Air Partnership.

## **DIVERSITY**

Increasing the visibility and understanding of diversity is important to both Clean Air

Partnership and our internal and external stakeholders. Diversity within Clean Air Partnership is viewed in an inclusive manner. To underscore the inclusive nature of diversity, we define diversity as the mosaic of people who bring a variety of backgrounds, experiences, styles, perspectives, values, and beliefs and this variety is an asset to Clean Air Partnership.

Clean Air Partnership understands that diversity is not a problem to be solved, but is an asset to be developed. Our organization is committed to a culture that successfully motivates and generates the highest productivity of all employees, across lines including race, gender, sexual orientation, nationality, religion, age, political affiliation, and disability. We seek to provide an environment in which differences are not merely tolerated, but valued as promoting creativity, innovation and maximization of each individual.

A diverse workforce is in Clean Air Partnership's long-term interests. It is an important value to uphold and to demonstrate to all of our stakeholders, both internally and externally. Valuing and conducting ourselves in a manner that reflects our commitment to diversity will enable us to compete in the broadest market to obtain the human capital that is the fundamental asset the organization has to offer, and it will help ensure our employees feel valued for who they are and are able to produce the highest quality work possible.

Through dedication of energy, effort and consciousness to these issues – and through a deep and abiding respect for one another – we can become the diverse and vibrant organization we aspire to be.

## **CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY**

### ***Confidential Information***

From time to time, employees of Clean Air Partnership may come into contact with confidential information, including but not limited to information about Clean Air Partnership's members, suppliers, finances and business plans. Employees are required to keep any such matters that may be disclosed to them or learned by them confidential.

Furthermore, any such confidential information, obtained through employment with Clean Air Partnership, must not be used by an employee for personal gain or to further an outside enterprise.

### ***Intellectual Property***

Any intellectual property, such as trademarks, copyrights and patents, and any work created by an employee in the course of employment at Clean Air Partnership shall be the property of Clean Air Partnership and the employee is deemed to have waived all rights in favour of Clean Air Partnership. Work, for the purpose of this policy refers to written, creative or media work. All source material used in presentation or written documents must be acknowledged.

### ***IT Information Storage and Security***

Any storage devices used by employees at Clean Air Partnership, located at Clean Air Partnership's address, acknowledge that these devices and their contents are the property of Clean Air Partnership. Furthermore, it should be understood by employees, that company equipment should be used for company business only. Downloading of personal materials on company equipment can be harmful to said equipment and Clean Air Partnership's network and should not be done.

### **CONFLICT OF INTEREST**

A conflict of interest exists where there is a conflict between the outside interests and activities of an employee and that employee's employment responsibilities. This includes actual or perceived conflicts and those which have the potential to become actual or perceived. CAP staff need to be, and be seen to be, impartial and neutral. A conflict of interest in the CAP employment setting may take various forms. It may be real or perceived, but even the appearance of conflict may be enough for discipline and/or dismissal. Conflict of interest situations may also arise with respect to lobbying, and participating in outside activities which interfere with employment duties. Conflict of interest may exist whether or not a pecuniary advantage has been, or may have been, conferred on the employee.

Conflict of interest considerations for CAP employees include both actual and perceived conflicts. CAP employees must avoid conflicts which may arise through financial or personal gain to themselves or their families, or anyone with whom they have a close relationship, or through outside activities including political activities, advocacy or lobbying. CAP employees must disclose any potential or actual conflicts which may arise.

Employees must not participate in activities that might identify them as members or supporters of a political party during work hours or when representing CAP in any forum. The following are examples of prohibited political activities: placing a sign on office property, including windows, in support of a party or candidate; wearing a button in support of a party or candidate; writing letters, commentary or opinion to local or community newspapers, magazines or publications or contacting media expressing support or opposition for a party or candidate or their position; and engaging in political

activity in support of a particular party or candidate in the workplace.

Employees who are involved in outside activities, either paid or voluntary, may have a conflict of interest, particularly if those activities include environmental advocacy, criticism of and/or contributing to the environmental policies of government. Any involvement in advocacy groups or other outside work or business undertakings, should be disclosed. If it is determined that no conflict exists or could potentially exist, employees will be permitted to continue their outside involvement.

## **MEDIA RELATIONS**

In order to maintain a non-partisan image as well as to protect the sensitivity of the matters dealt with by the CAP, communications with representatives of the media will be the responsibility of the Executive Director unless the E.D. has otherwise directed.

## **HEALTH AND SAFETY**

Clean Air Partnership, along with its employees, must take reasonable precautions to ensure that the workplace is safe. The organization complies with all requirements for creating a healthy and safe workplace in accordance with the Occupational Health and Safety Act of Ontario.

Employees who have health and safety concerns or identify potential hazards should contact the Deputy Director.

Alcohol and cannabis consumption or illegal drug use is not permitted during work hours on the premises. From time to time, with the Executive Director's permission, alcohol and cannabis may be used to celebrate during an after work hours occasion/event, understanding that cannabis consumption in Ontario must follow place of use laws established for cigarette smoking.

### ***Air Quality***

Indoor air quality can lead to many health issues. Clean Air Partnership recognizes this and attempts to minimize the risks associated with indoor air quality and the effects on its employees. Issues pertaining to air quality should be reported to the Deputy Director.

### ***Smoke Free Environment***

Effective May 31, 2006, the province of Ontario banned smoking in workplaces. As such, smoking of cigarettes and cannabis in the offices of Clean Air Partnership is not permitted at any time. An 'enclosed workplace' is defined as the inside of any place, building or structure or conveyance or a part of any of them that a) is covered by a roof

or b) employees work in or frequent during the course of their employment whether or not they are acting in the course of their employment at the time, and c) is not primarily a private dwelling

### **Scents**

Clean Air Partnership is aware that some persons may have allergies or sensitivities to perfumes, lotions, colognes and / or chemical smells. As a result, we discourage the overuse of these products. If a conflict arises, CAP will aim to ensure the source of the scent issue is reduced and/or eliminated.

### **Pets**

The offices of Clean Air Partnership are a place of business, and as such, pets are not welcome during normal working hours. Staff and visitors with seeing-eye dogs are the exception.

### **Employment Accommodations**

Clean Air Partnership is committed to an accessible, inclusive and equitable workplace in accordance with the Ontario *Human Rights Code (Code)* and the *Accessibility for Ontarians with Disabilities Act (AODA)* including the *Integrated Accessibility Standards Regulations (IASR) Employment Standard*. According to the *Ontario Human Rights Commission*, undue hardship refers to the limit of an employer's capacity to accommodate without experiencing an unreasonable amount of difficulty. Employers are obligated to provide accommodation "up to the point of undue hardship." This means an employer is not expected to provide accommodation if doing so would bring about unreasonable difficulties based on health, safety, and/or financial considerations. Employment accommodations is a shared responsibility, when an accommodation is requested, everyone involved will cooperatively share information and actively seek solutions.

Clean Air Partnership recognizes its duty to accommodate people with disabilities to the point of undue hardship, ensuring a barrier-free and inclusive workplace and employment that respects the dignity and independence of persons with disabilities.

Where an employee with a disability so requests it, Clean Air Partnership will consult with the employee to provide or arrange for the provision of accessible formats and communication supports for information that is needed in order to perform the employee's job and have access to information that is generally available to employees in the workplace. Clean Air Partnership will consult with the requester in determining the suitable accommodation.

Clean Air Partnership will aim to provide individualized workplace emergency response information to employees who have a disability, if the disability is such that the individualized information is necessary and Clean Air Partnership is aware of the need for accommodation due to the employee's disability and has the financial capability to provide it. This need for emergency response accommodation will be communicated to Clean Air Partnership's response representative/team to ensure in the instance of an emergency, the accommodation is known, planned for, and executed. Clean Air Partnership will take into account the accessibility needs of employees with disabilities, as well as individual accommodation plans, when using its performance management process in respect of employees with disabilities.

It is the responsibility of the persons or employees with disabilities who require accommodations to inform Clean Air Partnership of their needs. They are also responsible for cooperating in obtaining necessary information, including medical or other expert opinions and are responsible for participating in discussions about possible accommodation solutions. They are also responsible for working with Clean Air Partnership on an ongoing basis to manage their accommodation needs and process.

Clean Air Partnership's process for the development of documented individual accommodation plans is in alignment with the IASR Employment Standard. As such, Clean Air Partnership will require a written process for the development of documented individual accommodation plan for employees with disabilities. All information and documentation collected throughout this process will be strictly confidential with access only being available to those working with the employee to develop an accommodation plan and other affected parties with the consent of the employee with disabilities.

Clean Air Partnership's process for return to work for employees who have been absent from work due to a disability and require disability-related accommodations in order to return to work will be undertaken in alignment with the IASR Employment Standard and the above policies and principles.

### ***Whistleblower Policy***

Clean Air Partnership is committed to the highest possible standards of ethical and legal behavior in the conduct of its business. The purpose of the Whistleblower Policy is to effect this commitment by fostering a culture of open communication and to reassure all Directors, Officers and Employees, whether full or part-time, permanent or temporary, that they will be protected from reprisals or victimization for reporting any Whistleblower Concern conducted in good faith. This Policy applies to each of Clean Air Partnership's Directors, Officers and Employees and pertains to all products and services provided by Clean Air Partnership and all dealings between the Agency and any third party. Clean Air Partnership's most valuable assets is its reputation and this must be protected by maintaining the highest ethical standards of business conduct as outlined in Clean Air Partnership's Code of Conduct Policy. Clean Air Partnership is committed to

preventing the occurrence of inappropriate, unethical or unlawful behavior by any Director, Officer or Employee so as to protect Clean Air Partnership and to provide a working environment that treats all Employees fairly and equitably.

This Policy is intended to cover serious concerns with inappropriate behaviors that could have an adverse impact on Clean Air Partnership and its stakeholders, including matters involving the following (collectively, “Whistleblower Concerns”):

- Fraud, theft or embezzlement;
- Harassment, discrimination or abusive conduct;
- Client privacy violations;
- Improper disclosure of confidential or proprietary information of the Agency;
- Violations or suspected violations of Governing Legislation; and
- Breaches of any of the Agency’s policies including those referenced above.

The earlier an Employee reports a concern, the easier it is for Clean Air Partnership’s management to take action. Although the Employee is not expected to prove the validity of an allegation, the Employee is expected to demonstrate to the person contacted that there are sufficient facts for concern. Reports of any wrongdoing made pursuant to this Policy shall be deemed to be made in good faith if the person reporting had reasonable and probable grounds to believe or suspects the wrongdoing occurred, even if that belief or suspicion should later prove to be unsubstantiated. Likewise, an Employee found to have intentionally submitted a report not in good faith and knowing it to be false shall be subject to appropriate disciplinary action, up to and including termination of employment for just cause

No Employee who in good faith reports a suspected Whistleblower Concern shall be subjected to adverse employment consequences, harassment or any other form of retaliation by Clean Air Partnership. Retaliation includes, but is not limited to: adverse job actions such as termination; denial of any compensation, benefit or training; reduction of salary or reduction of hours, unless driven by business needs; or changes in or transfer to a lesser position. Any Employee who retaliates against an Employee who has reported such an occurrence in good faith shall be subject to disciplinary action, up to and including termination of employment for just cause

Clean Air Partnership in order to foster a culture of open communication, provides the following channels for an Employee to report a Whistleblower Concern.

**Speak to your Manager** – An Employee is encouraged to share their questions, concerns, suggestions or complaints with their immediate manager.

**Speak to Deputy Director** – An Employee can speak with the Deputy Director. This option is available where the Employee is not comfortable speaking with their immediate manager, not satisfied with their response or is concerned about anonymity.

**Speak with Executive Director** - This option is available where the Employee is not

comfortable speaking with their immediate manager or the Deputy Director or not satisfied with their response or is concerned about anonymity.

**Contact the Board of Directors** in situations where the Employee believes Management may be involved. The Board can retain Internal or External Audit or such outside counsel and other advisors as it determines necessary to conduct the investigation. Depending on the nature of your concern, the contact shall be the Chair of the Clean Air Partnership Board.

For all of the above, reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct a complete and thorough investigation.

The Board is ultimately responsible for the Whistleblower Program and it therefore requires annual reporting from Clean Air Partnership's Executive Director to ensure that its obligations to the Agency are being met.

## **HARRASSMENT**

Clean Air Partnership wants to provide a harassment-free environment for its employees and volunteers. Mutual respect, along with cooperation and understanding, must be the basis of interaction between members and staff. Clean Air Partnership will neither tolerate nor condone behaviour that is likely to undermine the dignity or self-esteem of an individual, or create an intimidating, hostile or offensive environment.

There are several forms of harassment but all can be defined as any unwelcome action by any person, whether verbal or physical, on a single or repeated basis, which humiliates insults or degrades. "Unwelcome", for the purposes of this policy, refers to any action which the harasser knows or ought to reasonably know is not desired by the victim of the harassment.

Specifically, racial harassment is defined as any unwelcome comments, racist statements, slurs, jokes, graffiti or literature or pictures and posters which may intentionally or unintentionally offend another person.

Sexual harassment is any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.

## **WORKPLACE VIOLENCE**

Workplace violence can be defined as a threat or an act of aggression resulting in physical or psychological damage, pain or injury to a worker, which arises during the course of work. Further to the definition of violence, is the definition of abuse. Abuse

can be verbal, psychological or sexual in nature. Verbal abuse is the use of unwelcome, embarrassing, offensive, threatening or degrading comments. Psychological abuse is an act which provokes fear or diminishes a person's dignity or self-esteem. Finally, sexual abuse is any unwelcome verbal or physical advance or sexually explicit statement.

Clean Air Partnership has a zero tolerance limit with regards to harassment and violence. Employees or volunteers engaging in either harassing or violent activities will be subject to discipline, which may include termination of employment, removal from Boards or committees and possibly criminal charges.

## **DISPUTE RESOLUTION**

Regrettably, conflict can occur in any working environment. An effort will be made to settle differences which may arise, including the interpretation, and/or apparent violation of the personnel policies. In this respect, the Executive Director or chair of the Board of Directors are available to any staff member at any reasonable time for the clarification of issues, interpretation of the Personnel Policies and Guidelines, or for personal consultation.

In an effort to resolve conflict in an expedient, yet fair manner, Clean Air Partnership recommends the following process for conflict or dispute resolution.

- Speak to the person you are having the dispute with. Many times disputes arise due to misunderstandings and miscommunications.
- If speaking to the individual does not work, speak to the Executive Director. The ED will arrange a meeting between those involved in the dispute, to determine a resolution.
- In the case of a grievance against the ED it shall be communicated to the Chair of the CAP Board
- Grievances that are not able to be addressed by Managers and/or the Executive Director verbally will require the grievor to forward a copy of the written complaint to the Executive Director (or the Chair if the grievance relates to the ED).
- The written complaint should include information about:
  - The nature of the grievance
  - Background circumstances
  - The remedy sought

If the ED is unable to resolve a workplace dispute, the parties may be referred to mediation by an outside third party. The Chair and/or designates of the CAP Board can serve as mediators. The resolution of the mediator is binding on both parties of the dispute.

The Executive Director and or chair of the Board of Directors may decline to consider any grievance, the alleged circumstance of which originated or occurred more than

thirty working days prior to its presentation in writing.