

**CENTRE FOR INDEPENDENT LIVING IN TORONTO (C.I.L.T.) INC.**

# **HUMAN RESOURCE POLICIES AND PROCEDURES**

**OFFICIAL VERSION**

*Effective February 2024  
Reviewed/Revised November 2023*

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## **SECTION 1: PREAMBLE**

### **Subsection 01: Statement of Values**

Every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or disability.

For this reason the policy of CILT is to incorporate into the employment practices the meaning and intent of the Ontario Human Rights Code and any other relevant legislation, as well as CILT's Employee Value Proposition.

### **Subsection 02: Purpose and Objectives**

The purpose of human resource policies and procedures is to document the various policies and procedures affecting employment at CILT and to ensure fair and equitable practices across the organization.

### **Subsection 03: Division of Responsibilities For Board Of Directors And Staff**

- A. The Board of Directors and its Committees, the Executive Director and the staff, each have a specific role to play in the human resources practices of CILT.
- B. The Board of Directors (and when they are not in session, the Executive Committee) is responsible for policy direction and major strategy decisions in human resources matters.

The Board and Committee will not become involved in day-to-day human resources issues as they pertain to administration of procedures and practices.

- C. The Executive Director is responsible to the Board of Directors. They, or those delegated by them, have the responsibility and authority within established guidelines from the Board and in accordance with all relevant statutes and regulations to direct and administer the human resources practices of CILT.
- D. Employees of CILT have the right to consult and write their concerns to the supervisor and/or the Executive Director. When a situation remains unresolved and concerns matters of suspension or termination of employment, an employee has the right to appeal to the Board of Directors.
- E. Each employee has the responsibility to utilize their skills to the best advantage of CILT, to understand and adhere to the human resources policy and to accept reasonable supervision and assistance.

## **SECTION 2: PERFORMANCE MANAGEMENT AND PROFESSIONAL DEVELOPMENT**

### **Subsection 01: Establishing Objectives & Evaluating Performance**

**Policy:** The purpose of establishing objectives and evaluating performance is fourfold:

- A. To create clarity and alignment from organizational to team to individual goals.
- B. To create clarity in expectations between employees and their managers.
- C. To provide direction and focus for work, equipping employees to prioritize their time and energy towards what is most important.
- D. To support a culture of trust, community, communication, recognition, and feedback.

**Procedure:**

**Establishing Objectives:**

Each employee and their direct manager will meet to discuss and document the employee's objectives, including development goals, for the upcoming quarter.

**Performance Review:**

Each employee will submit a written self-evaluation, including identification of development goals. The Manager will meet with each employee to review the self-evaluation, discuss accomplishments, challenges, performance overall and establish development goals. While the manager and the employee will attempt to reach consensus regarding level of performance the final decision regarding performance rating rests with the Manager. Completed performance reviews will be submitted to the Executive Director for review and information.

**Executive Director:**

The Chair and Vice-Chair, having obtained input from the Board of Directors, will meet with the Executive Director to discuss their objectives for the upcoming year. The Executive Director will prepare a written objectives document for approval. The Chair and Vice-Chair will provide final approval with any changes. Development goals will be included with this document.

The Executive Director will submit a written self-evaluation, including their objectives for the upcoming year and identification of development goals. The Chair and Vice-Chair, having obtained input from the Board of Directors, will meet with the Executive Director to review the self-evaluation and arrive at consensus. The Chair and Vice-Chair will provide the Executive Director with a final written evaluation and approval of development goals.

## **Subsection 02: Professional Training and Development**

CILT is committed to the development of its employees and recognizes that through ongoing development and training, employees grow professionally and are better able to assist CILT in achieving its mission.

Planning for professional development is normally part of establishing objectives for each employee. Through establishing objectives, the employee and direct manager discuss training and development needs and interests as well as the needs of the position and CILT.

Professional development and training can include:

- On-the-job learning such as challenging experiences and assignments
- Developmental relationships such as mentoring, coaching and job shadowing
- Coursework and training such as workshops and seminars, conferences, continuing education courses

Employees who wish to participate in a professional development opportunity are required to submit a request in writing to their direct manager. The request must include a description of the opportunity, how it fits into the employee's overall development goals, the support requested and all relevant costs.

Support for professional development may involve some or all of the following:

- flexible work hours or time off (either paid or unpaid);
- payment for program and/or program materials;
- reimbursement for travel and accommodation expenses.

Approval for professional development or training requests will be made on a case-by-case basis by the Executive Director based upon a recommendation from, and in consultation with the employee's direct manager. Criteria used to determine level and type of support include, but is not limited to:

- alignment between training opportunity and organizational objectives and employee's development plan
- performance level;
- workload and work flow;
- length of service;
- available resources.

Mandatory professional training or development will be fully compensated.

Employees who complete some form of professional development will be asked to share their learnings or relevant information with others within the organization as appropriate. This can take the form of sharing handouts, discussing workshops in meetings, a lunch and learn series, etc.

## **SECTION 3: GENERAL HUMAN RESOURCES PRACTICES**

### **Subsection 01: Employment Practices**

**Policy:** CILT is committed to undertaking initiatives to ensure equity in employment which include, but are not limited to, measures to identify and remove barriers to the selection, hiring, promotion and training of women, Indigenous peoples, persons with disabilities, new immigrants, 2SLGBTQ, and people of colour.

**Procedure:** Specifically, CILT will ensure that:

- (1) practices regarding recruitment, hiring, placement, training and promotion will be carried out based solely on job requirements, merit, qualifications and experience;
- (2) practices and procedures, including compensation, promotion, termination of employment and benefits are administered without discrimination. In addition, CILT fully supports efforts that identify and neutralize any past or present discriminatory practices in all aspects of employment and advancement.

Current CILT employees will be given thorough consideration for internal promotion based on job requirements, merit, qualifications and experience. The hiring of external candidates will only be conducted if a suitable internal candidate cannot be found.

### **Subsection 02: Position Descriptions and Contracts**

**Policy:** A position description will be prepared and maintained, outlining the accountabilities and responsibilities of each position described.

A contract will be prepared for all new employees, outlining the terms and conditions of employment.

**Procedure:** The Executive Director, or a delegate, is responsible for ensuring that position descriptions are developed or updated, as required. Where an incumbent is in place, input from that employee will be sought in the updating of the position description.

The Executive Director, or a delegate, is responsible for preparing contracts for all new employees.

### **Subsection 03: Hours of Work**

- A. The office of CILT is normally open 9:00 a.m. to 5:00 p.m., Monday to Friday inclusive, for visitors, although the office may remain open outside of these hours and on weekends for special events. Employees may arrange with their manager to start or end their workday outside the hours of 9:00 a.m. to 5:00 p.m.
- B. The normal full day of work is seven (7) hours, inclusive of breaks and exclusive of a one hour lunch period.
- C. CILT endorses a program of alternative work arrangements within a framework of the core hours. While the opportunity to work alternative hours will not be unreasonably withheld, each position must be considered on an individual basis. Should it be determined that alternative work arrangements are not in the best interest of a position and the work to be accomplished, then that position would not be eligible to participate in the program.

Through an alternative work arrangement an employee can design, with advance approval of the Manager and the Executive Director, a work schedule within the established guidelines. Once the Executive Director and employee have agreed upon the arrangement, then the arrangement agreed to will be considered to be the standard for the individual in the specific position at the time of approval and may not be changed without the Executive Director's prior approval.

Employees should be aware that in the event of a transfer or promotion to another position within the organization, their current alternative arrangement is not automatically transferable to the new position and a new agreement may need to be established with the Executive Director.

- D. Flexible Hours, Additional Hours and Overtime:
  - 1. Employees are encouraged to work a balanced and regular number of hours per week to ensure harmony between work and personal time. Managers will make every effort to ensure that employees do not exceed their regularly scheduled hours in one week. However, CILT recognizes that from time to time flexible hours may be required to meet organizational needs.
  - 2. When employees do work flexible hours they are expected, where possible, to structure their schedule and time through the week so as not to exceed their regular weekly hours. This would mean, for example that if an employee worked late one evening for an event, or to complete a project, they may start later or leave earlier the following day or later in that same week. It might also mean that an employee would take an extended lunch break.

In a situation where both the full Saturday and Sunday are worked, it is expected that both Monday and Tuesday or the prior Thursday and Friday will be taken off. Prior approval is required if there is a change to this schedule.



3. When an employee is flexing time to accommodate for flexible hours this should be discussed with and approved by the direct manager.
4. Where it is not possible for an employee to flex their schedule in a given week the accumulation of additional hours will be approved by the direct manager.
5. Additional hours taken that result in total hours worked between regular weekly hours and 44 hours may be accumulated at the rate of one hour for each hour worked and taken at a mutually agreeable time.
6. **Jobs eligible for overtime under the *Employment Standards Act, 2000* (e.g., non managers/supervisors and non IT professionals):** Time worked in excess of 44 hours in one week will be considered overtime and will be taken as lieu time at the rate of 1.5 hours for each hour worked. Lieu time must be taken within twelve months of the month it is earned.
7. **Jobs *not* eligible for overtime under the *Employment Standards Act, 2000* (e.g., managers/supervisors and IT professionals):** These employees should work with their managers to ensure harmony between work and personal time.
8. Additional hours and overtime are accumulated in minimum half-hour increments. Additional time for any day will be accumulated after the first half hour worked and for each increment of a half hour thereafter.
9. All additional and overtime hours must be submitted ahead of time by employees and pre-approved by the direct manager
10. Additional hours and overtime can be claimed in the following circumstances:
 

***Travel time*** to a work assignment beyond that which would ordinarily be required for commuting to work, and resulting in excess of an employee's regular weekly hours due to a work assignment;

***Meeting time*** (*outside or group meetings and workshops*) resulting in excess of an employee's regular weekly hours in situations where the start time of the meeting does not enable the employee to flex their time to keep within their regular weekly hours; and

***Consumer meetings*** (*individual*) where staff is unable to schedule a consumer meeting during the work day, and/or the staff member is unable to start the day later or end earlier (i.e. keep within their regular weekly hours).
11. Upon termination of employment for any reason, pre-approved overtime hours in excess of 44 hours per week will be paid out but flexible and additional hours worked up to 44 hours per week will not be paid out.

#### **Subsection 04: Pay Periods**

- A. All employees of CILT will be paid every two weeks. The pay period will end 6 calendar days prior to the payday.
- B. The Executive Director may require an employee to keep and submit a record of hours worked.

#### **Subsection 05: Leaves of Absence**

- A. Unpaid Leave (case by case basis):

Provided it does not interfere with the efficient operation of CILT, the Executive Director may grant unpaid leaves of absence, for sufficient cause, at the request of an employee. Approval for such leave will be made on a case by case basis and will be discussed with the employee's direct manager. Unpaid leaves of absence will not normally exceed one year.

- B. Personal Leave:

For employees with at least three (3) months of continuous employment with CILT, the direct manager may grant up to three (3) days per calendar year of leave of absence with pay, for sufficient cause. The employee may use these personal leave days for reasons such as dependent care, moving, religious holidays not ordinarily covered by statutory holidays, to attend funerals not covered in bereavement leave below, or to attend to personal matters not covered by other leaves. The employee, whenever possible, shall request these personal leave days in advance and the request may be denied if it interferes with the efficient operation of CILT. CILT reserves the right to request reasonable evidence supportive of the requested time off.

- C. Bereavement:

An employee with one month of continuous employment with CILT who is absent from work because of a death or funeral of a member of their family is entitled to:

- (1) Up to four (4) days leave of absence with pay per year on the death of a parent, child, spouse, life partner, sibling, grandchild, grandparent, uncle, aunt, niece, nephew, or in-law of the above.
- (2) Additional time off without pay and/or time off for family not specified above can be granted by the Executive Director in special circumstances.

D. Pregnancy and Parental Leaves:

Pregnancy and parental leave shall be consistent with the Employment Standards Act and other relevant statutes.

As an enhancement to the Employment Standards Act, CILT allows employees on pregnancy and parental leave to accrue paid vacation and sick days.

If an employee resigns from CILT before returning to work, all paid vacation accrued during their leave will be forfeited and not be paid out.

If an employee resigns from CILT after returning to work for less than three (3) months, 75% of paid vacation accrued during their leave will be forfeited and not be paid out.

If an employee resigns from CILT after returning to work for three (3) to less than six (6) months, 50% of paid vacation accrued during their leave will be forfeited and not be paid out.

If an employee resigns from CILT after returning to work for six (6) to less than nine (9) months, 25% of paid vacation accrued during their leave will be forfeited and not be paid out.

E. Court Attendance:

An employee who is called for jury duty or subpoenaed as a court witness will be entitled to regular pay while absent. CILT will make up the pay difference between jury pay or witness pay and the regular pay. The employee must return to work when not required for jury duty and will not be compensated if the employee is a plaintiff, defendant or other party to the proceeding. An employee is required to present proof of service requiring their attendance.

F. Other Leaves under the Employment Standards Act

As per the provisions of the Employment Standards Act all employees are eligible to apply for other job protected leaves. (See the Employment Standards Act for further details.)

Employees may apply to Employment Insurance for applicable benefits.

## **Subsection 06: Harassment**

Policy and Procedures regarding harassment and discrimination are found in CILT's *Human Rights Policy* and *Workplace Violence and Harassment Policy*.

## **Subsection 07: Employment of Relatives**

- Purpose:** To define the conditions governing the employment of relatives of CILT employees, in order to avoid any present or future conflicts of interest that could arise.
- Definition:** For the purposes of this policy, a relative is defined as the spouse, parent, partner, child, sibling, niece, nephew, aunt, uncle, grandchild and grandparent of the employee. In addition, family members related by marriage or common-law (i.e. parents-in-law, brother-in-law, sister-in-law) are considered to be relatives.
- Policy:** Relatives of current employees will not be employed at CILT.

## **Subsection 08: Standards of Conduct**

### **I. General Standards of Conduct:**

All employees are expected to conduct themselves in a manner that is professional, positive and demonstrates respect of others, human dignity and human rights.

In carrying out their professional obligations employees shall not engage in or condone any activity or conduct that constitutes dishonest, deceitful, fraudulent, illegal acts, discrimination and/or racism.

The interests of the organization are to be regarded as the employee's primary professional responsibility.

### **II. Conflict of Interest**

- Definition:** Conflict of interest is defined as any interest, or beneficial interest of a CILT employee or immediate family member, or any interest in any firm, partnership, corporation or other organization of any kind which may be affected by any dealings with CILT.
- A. Employees at all levels are expected to avoid any situation in which their personal interests and the interests of their family members or contacts may conflict with those of CILT or would affect their ability to act in the best interests of the organization. Appearances of conflict as well as actual conflict are to be avoided.

B. All employees are expected to abide by the following principles:

- Employees shall act in the best interests of CILT
- Employees shall act with honesty and uphold the highest ethical standards so as to ensure the integrity of CILT is maintained and enhanced.
- Employees shall organize their private matters in a way that will prevent real, potential or apparent conflicts of interest from arising.
- All employees shall not use CILT time, supplies, equipment and contacts for activities not related to their direct work with CILT.
- Employees shall not solicit or accept transfers of economic benefit, customary hospitality, or other benefits of nominal value from parties other than CILT.
- Employees shall not knowingly take advantage of, or benefit personally from information obtained through the course of their duties and responsibilities.
- An employee who perceives or is aware that they are or may be involved in a conflict of interest will discuss the issue with their manager to determine how to best resolve the conflict or potential conflict. The Manager will discuss the issue with the Executive Director before arriving at a resolution.
- Where an employee is involved in a discussion or an issue that may present a conflict of interest, that employee will withdraw from decision-making regarding that matter.

All information related to a conflict of interest shall be treated as confidential by the Executive Director and the Board of Directors. The Board of Directors shall determine if the interest disclosed brings the employee into a position of conflict of interest and shall notify the employee accordingly.

C. Any employee who:

- (1) has a direct or indirect interest in a contract or proposed contract with CILT must advise the Executive Director in writing of their interest immediately upon becoming aware of the situation;
- (2) is present at a committee or other meeting at which the contract or proposed contract is being discussed will immediately disclose their interest and will not participate further in the discussion, will refrain from voting on the matter, and will not influence the vote.

If the employee is absent from the meeting, or acquires an interest after the meeting, they will disclose their interest and otherwise comply with paragraph (2) at the next meeting attended.

- D. Every employee also has an obligation to disclose to the Executive Director any interest which may be affected by any dealings with CILT of their spouse, child, or other person related by blood or marriage.
- E. The Executive Director is also obligated by the above paragraphs and must disclose to the Board of Directors any interest, which may be affected by any dealings with CILT.

### III. Confidentiality

CILT is a service organization, serving consumers and the public. All information obtained in the course of employment with CILT is strictly confidential. All Employees, volunteers, contractors and Board members must respect this confidentiality by not discussing or disclosing any confidential information, other than in the course of their duties at CILT or as obligated legally or professionally. In addition, employees must comply with CILT's procedures pursuant to which certain documents, forms, etc. are required to be kept secured.

### IV. Standards of Conduct Agreement

All employees will sign a Standards of Conduct agreement, which includes terms on conflict of interest and confidentiality indicating that they are aware, understand and agree to abide by CILT's policy.

All volunteers and contractors are required to sign a condensed version of the confidentiality agreement, indicating that they have read, understand and agree to abide by all aspects of the policy.

### **Subsection 09: Corrective Action**

**Policy:** CILT has the right to undertake corrective action for cause with employees. Corrective action will normally be progressive; that is, corrective action will increase in severity if a form of unsatisfactory behaviour is repeated or if a pattern of unsatisfactory behaviour develops.

Corrective actions will be administered by the Executive Director, or designate, in a timely manner.

**Procedure:** The form of corrective action, in order of severity, will be:

- (1) oral discussion with action plan and follow-up
- (2) written warning with action plan and follow-up
- (3) termination of employment

All documentation of corrective action will include a summary of the events, issues, and/or policy violations, expectations of the employee in the future, and notice that further incidents of a similar nature may lead to further corrective action up to and including dismissal.

In certain circumstances, corrective action need not be progressive. Such circumstances are those in which the employee's actions are considered to endanger themselves and/or others, or where the act is of gross misconduct or neglect of duty.

All notes of oral discussions and written records of other corrective actions will be maintained in the employee's personnel file. Any written response of the employee will also be maintained in their personnel file.

### **Subsection 10: Termination of Employment**

#### **A. Voluntary Termination**

Employees wishing to resign a position are asked to provide written notice of resignation. It is considered standard business practice and basic courtesy to provide an employer with notice equivalent to the regular pay period, which for CILT is two (2) weeks.

#### **B. Involuntary Termination**

Employees may be terminated by CILT because of:

- (1) redundancy of the incumbent's position or lack of work;
- (2) misconduct, i.e. theft, damage to company property, harm to other staff, etc.;
- (3) unsatisfactory work performance; and
- (4) any other reason that CILT deems appropriate for termination of employment.

In cases of termination of employment due to redundancy of the incumbent's position or lack of work, the incumbent may be considered for transfer to another suitable opening, should one exist. However, neither organizational transfer nor a position at a comparable salary level can be guaranteed.

In such circumstances, CILT will endeavor to provide employees with advance notice of termination of employment. In the event of termination without cause appropriate notice and severance payments will be provided in accordance with current employment standards legislation or the employee's employment agreement, whichever provides the greater notice. No other notice or pay in lieu of notice obligations will apply.

In cases of termination for cause, no notice or pay in lieu of notice obligations will apply.

## **Subsection 11: Disconnecting from Work Policy**

### **A. Purpose**

CILT values the health and well-being of its employees. Disconnecting from work at appropriate times is vital for a person's well-being and sustaining a healthy work-life balance.

Disconnecting at appropriate times also enables employees to work more productively during their actual working hours and reduces the likelihood of employee burnout.

This Disconnecting from Work Policy supports each employee in disconnecting from work outside of their normal working hours, subject to reasonable exceptions.

The purpose of this Policy is to demonstrate CILT's support for employees to disconnect from work when appropriate to assist in achieving a healthy work-life balance, regardless of whether employees are working in the workplace, remotely or in a flexible working arrangement.

Due to the evolving nature of CILT's business, CILT may amend this Policy as it deems appropriate.

### **B. Definition**

"Disconnecting from work" under this Policy means not engaging in work or work-related communications, including emails, telephone calls, video calls or sending or reviewing other messages such that employees are free from working outside of their normal working hours in accordance with Ontario's *Employment Standards Act, 2000* ("ESA") and this Policy, including the exceptions detailed below.

### **C. Background and Legislative Framework**

#### **(1) Background**

With the changing nature of work and the advancement of technology, boundaries between being "at work" and "outside of work" have been blurred. Ease of communication between employees outside of regular defined work hours and, employers having easy access to workers during their private time, may cause an employee to feel pressure to continue to work outside their regular hours.

#### **(2) Legislative Framework**

This policy is aligned with the Working for Workers Act, 2021, which requires most employers to outline a "right to disconnect" for employees.

This Policy will be governed by and interpreted in accordance with all applicable legislation, including (but not limited to) Ontario's ESA and Occupational Health and Safety Act.



## D. Application of the Policy

This Policy applies to all employees, unless otherwise specified in writing by CILT.

## E. Policy

### (1) Working Hours

While employee working hours will vary within CILT, each employee's hours of work are defined by past practice, their employment contract and/or by agreement with their supervisor/manager.

It is generally expected that all employees are able to complete their work, including reviewing and responding to any work-related communications, during their normal hours of work. CILT has no expectation that employees engage in work or work-related communications outside of their normal hours of work, subject to the exceptions detailed below.

If you have any questions regarding your normal hours of work and/or are regularly unable to complete your work or attend to work-related communications within your normal hours of work, please speak to your supervisor/manager.

### (2) Exceptions

There are situations when it is necessary for employees to perform work or communicate with colleagues outside of their normal hours of work, including, but not limited to the following:

- Where an emergency or exigent circumstances arise, with or without notice
- To assist or fill in at short notice for a colleague
- Where the nature of the employee's duties requires work and/or work-related communications outside of their normal hours of work
- Unforeseeable business or operational reasons
- An employee's request or agreement to work certain hours or have flexible working hours; and
- Other unusual circumstances as your supervisor/manager may advise or which are inherent to your position.

### (3) Meetings, Calls, and Work-Related Communications

Employees should make all reasonable efforts to book meetings and calls during the attendees' normal hours of work, subject to the exceptions detailed above.

Similarly, employees should only review and send work-related communications during their normal working hours, subject to the exceptions detailed above.

Work-related communications should not be sent to or from employees' personal mobile phones, personal e-mail addresses, personal telephone numbers or other personal devices, subject to the exceptions detailed above or an explicit or implied agreement to communicate in this manner.

Some employees' hours of work may differ within CILT. As a result, certain employees may attend to work-related communications outside of other employees' normal hours of work. Where this is the case, the sender should consider the timing of their communications and understand that the recipient will not be expected to respond until their return to work at the earliest. The sender may consider all appropriate safeguards on other employees' normal hours of work, including but not limited to the following:

- Using the "Delay Delivery" function for e-mail messages in Microsoft Outlook so that their message is sent during regular working hours; and
- Including a line in their e-mail signature as follows: *"I am sending you this email now because it is convenient for me. I do not expect you to respond to it outside of your normal hours of work."*

#### (4) Automatic Replies

Employees are required to activate an automatic e-mail response whenever taking vacation or a leave from work. The automatic response should be sent automatically in response to all e-mail communications and advise the sender that the recipient is absent from work. The response should include the start and end date of the recipient's absence and provide an alternative contact's information. The automatic response should be active for at least the duration of the employee's absence from work.

Employees may also choose to activate an automatic e-mail response at the end of their normal working day. If applicable, this automatic response should advise the sender of the recipient's normal hours of work and any other relevant information.

#### (5) Handheld and Remote Work Devices

CILT may provide some employees with handheld devices, such as a mobile phone, laptop, tablet or other device to assist with working remotely. These devices are provided to employees to encourage flexibility in completing their work. Possession of these devices does not mean that an employee is expected to make themselves available for work or work-related communications outside of their normal working hours.

## F. Responsibilities

CILT, its supervisors/managers and employees must work together to ensure that everyone is able to disconnect from work outside of normal working hours in accordance with this Policy.

### (1) CILT's Executive Director's responsibilities

- i. To provide employees with information regarding their normal hours of work given the nature of their work and any other information required to assist employees with complying with this Policy
- ii. To take all reasonable steps to ensure that supervisors/managers and employees are able to disconnect from the workplace at appropriate times as detailed in this Policy; and
- iii. To refrain from penalising or taking any other reprisal action against employees who have questions regarding this Policy or request compliance with it. Legitimate employer direction and/or corrective action towards employees is not considered "reprisal action".

### (2) Supervisor/manager responsibilities

- i. To take all reasonable steps to ensure that the employees under their supervision/management are able to disconnect from work outside of their normal hours of work in accordance with this Policy
- ii. To try to resolve any employee concerns about this Policy
- iii. To advise employees of the limited instances in which they may be expected to perform work outside of their normal hours of work; and
- iv. To refrain from penalising or taking any other reprisal action against employees who have questions regarding this Policy or request compliance with it. Legitimate supervisory/management direction and/or corrective action towards employees is not considered "reprisal action".

### (3) Employee responsibilities

- i. Take all reasonable steps to ensure that they effectively manage their work and work-related communications during their normal working hours
- ii. To fully cooperate with any time recording methods CILT uses to track hours of work
- iii. To take all reasonable steps to ensure that their colleagues are able to disconnect from work in accordance with this Policy; and
- iv. To notify their supervisor/manager if they feel undue pressure to work or respond to work-related communications outside of their normal working hours, or if they are otherwise unable to comply with this Policy

## **Subsection 12: Vulnerable Sector Check Policy**

### **A. Purpose**

Due to the nature of some positions at CILT, a Vulnerable Sector Check (VSC) is conducted on employees who are in a position of trust or authority, and have direct and solitary contact with consumers, for example in-home interviews. This is to ensure that all staff at CILT who are in these positions have not been convicted of any criminal offenses that could put consumers in danger.

### **B. Definitions**

For the purposes of this policy:

There are different types of background checks, for example, criminal record, criminal record and judicial matters, and vulnerable sector. CILT only conducts a VSC for positions that have direct and solitary contact and will not accept any other type of background check for employees in these positions.

### **C. Policy**

CILT will not knowingly offer employment to any person with a record of criminal convictions for offenses rationally connected to the responsibilities of the position.

The following criteria will be used to determine the requirement for a VSC:

- If the role is in a position of trust or authority with respect to consumers
- If the role has direct and solitary contact with consumers
- The need for the VSC is made in good faith with the belief that it is necessary to ensure the safety and well-being of consumers served
- The VSC is a bonafide occupational requirement that is rationally connected to the responsibilities of the position
- The standard is reasonably necessary

#### New employees

Not all candidates are required to provide a VSC. Only the successful candidate will be asked to provide a VSC.

If the results of a VSC are not available within seventy-two (72) hours before a new employee's start date, CILT will conduct a Canadian Police Information Centre and Police Information Portal (CPIC + PIP) check in while awaiting the VSC results.

#### Current employees

The request for VSC primarily applies to newly hired employees or engaged volunteers. However, where job demands change or existing employees/volunteers are being considered for positions with direct and solitary contact with consumers, they will be required to undergo a VSC as a condition of employment/engagement.

### Privacy of information

All personal information collected during the course of conducting a VSC will be accessed on a need to know basis, used solely for the purpose of conducting the VSC, held in the strictest of confidence, and filed in a secure location when retained.

### Cost

CILT will reimburse the cost of processing the VSC.

### Condition of employment

All employment with CILT in positions requiring a VSC is conditional on the results of a VSC. Employees who are required to provide a VSC and fail to complete this requirement will result in the termination of their employment contract.

If the results of the VSC have not yet been received at the time of hire, an employee may be hired on the condition of an acceptable VSC, but is not permitted to perform tasks that may cause them to have direct and solitary contact with consumers.

### Evaluating VSC results

If the results of the VSC is inconclusive or matches a pardoned sex offender record, the check will be referred to the Executive Director.

Candidates will not be disqualified based on the presence of a criminal reference but it will be reviewed for:

- Risk and relevance of the conviction and number of convictions
- Length of time passed since the conviction(s)
- Relevance of the conviction to the duties and responsibilities associated with the position. Individuals cannot be excluded where a conviction is not relevant to the responsibilities of the position (i.e. an impaired driving charge is not relevant for a position where driving is not a requirement of the position);
- Rehabilitation efforts made by the individual; and
- Potential risk and liability to CILT and its consumers if the individual is hired

### VSCs Completed By Other Organizations

Employees who present acceptable proof of a VSC that was completed within (3) months with another organization may be exempted from completing a VSC with CILT. However, CILT reserves the right to request any employee to complete a VSC upon joining CILT.

### Mid-employment VSCs

Employees will be required to sign an annual attestation that they have not been charged or convicted of any criminal offense since their last Vulnerable Sector Screening Check.

#### **D. Procedure**

During the interview process, candidates will be informed by the Hiring Manager, Operations Manager, or designate, that if they are the successful candidate, they will be required to provide a VSC as per our VSC policy.

If an employee lives in Toronto, they will be asked to register through Toronto Police Service's Police Record Checks portal.

If an employee resides outside of Toronto, they can follow the process for obtaining a VSC independently. This website has links to instructions for each region:

<https://www.isninc.com/vulnerable-sector-check>

Processing time will vary depending on the region.

The employee will receive a letter with the results by mail to their home address.

Upon receiving the results, the employee must provide the Operations Manager with a copy of the authorization letter. The Operations Manager will keep a copy in the employee's private and confidential personnel file. The employee will keep the original copy of the VSC.

The employee can submit a requisition for reimbursement of the VSC processing fee, with the original receipt.

There is a possibility that the record will match with a previously pardoned offender as the search is based on birth date and gender. Should there be a match, the employee will be required to book an appointment to revisit the police headquarters or a registered fingerprinting agency (<https://www.rcmp-grc.gc.ca/en/private-fingerprinting-companies-accredited-by-the-RCMP>) to submit fingerprints. They may be required to resubmit the authorization letter to waive the fingerprint fee. Processing time will vary depending on the region. CILT also reimburses the cost of fingerprinting.

## **SECTION 4: EMPLOYEE BENEFITS**

### **Subsection 01: Statutory & Group Benefits**

#### **A. General**

CILT provides its employees with all benefits required by law. In addition, CILT provides employees working more than 21 hours per week with health care benefits that are described in a separate booklet and are amended from time to time.

As per the requirements of the benefits program employees who are 65 years of age or older do not have access to long term disability coverage, and CILT's group life insurance and accidental death and dismemberment plans are limited to half of the affected employee's current salary. Health and dental benefits, group life insurance and accidental death and dismemberment coverage ends once the employee reaches 75 years of age or retires, whichever comes earlier.

Fixed term employees are not eligible for long term disability coverage.

#### **B. Group RRSP Plan**

CILT provides a Group RRSP Plan on the following terms:

Indefinite term employees may join the Plan on the first day following the completion of 3 months of continuous full-time employment or the equivalent part-time employment based on hours worked (150 hours equals 1 month). Initially, employee required contributions are based on a minimum set by the asset management company up to a maximum of 2% of earnings, to be contributed by payroll deduction. CILT will match the employee required contribution up to a maximum of 2%.

Upon completion of two and one half years continuous full-time employment or the equivalent part-time employment calculated as above with CILT, the employee may increase their contribution to 3% of earnings which will be matched by CILT.

Upon completion of five years continuous full-time employment, the employee may increase their contribution to 4% of earnings. CILT will match the employee contribution to this level.

Employees may contribute more than the above amounts to the Plan. The employer will not match such additional voluntary contributions.

The combined contributions by the employee and employer in any calendar year may not exceed the employees' RRSP deduction limit.

At least annually each employee will receive a detailed statement of their account.

Each employee will select the investments for their plan from the choices available. The employee can make changes, according to the plan guidelines.

While the Plan member is an employee of CILT, the Plan will permit withdrawal of funds only:

- For medical emergencies or costs associated with a chronic condition of the employee or an immediate family member, including the amount of the cost of purchase of necessary assistive devices not covered by the Assistive Devices Program or CILT's Health Care Plan
- Under the Home Buyers' Plan
- Under the Lifelong Learning Plan

Withdrawal requires the approval of the Executive Director and the income tax payable on withdrawals is the responsibility of the employee.

Upon termination of employment with CILT, the employee may direct the contributions to either their own RRSP or a spousal RRSP.

Fixed term employees are not eligible for RRSPs.

## **Subsection 02: Statutory Holidays**

A. CILT recognizes the following eleven (11) days as if they were statutory holidays:

- |                  |                               |
|------------------|-------------------------------|
| 1. New Years Day | 7. Civic Holiday (Simcoe Day) |
| 2. Family Day    | 8. Labour Day                 |
| 3. Good Friday   | 9. Thanksgiving Day           |
| 4. Easter Monday | 10. Christmas Day             |
| 5. Victoria Day  | 11. Boxing Day                |
| 6. Canada Day    |                               |

B. The office of CILT will officially be closed on the dates specifically designated for the above statutory holidays.

C. Salaried employees who qualify are entitled to take these days off work, or a substitute holiday, and be paid public holiday pay. A substitute holiday is another working day off work that is designated to replace a public holiday. Hourly employees who qualify shall receive holiday pay for statutory holidays based on their regular wages earned and vacation pay payable during the four (4) weeks prior to the holiday, divided by twenty (20).

D. CILT will attempt to reasonably accommodate requests for time-off relating to non-statutory holidays. Requests will be directed to the employee's direct manager for approval. Such time off will be taken from the employee's personal leave, flex time, lieu time, or vacation time allotment.



### **Subsection 03: Vacation**

- A. The vacation year coincides with the calendar year extending from January to December.
- B. Full-time salaried employees with more than one year of continuous employment shall be entitled to an annual vacation of three (3) weeks paid at the employee's then current rate of pay, prorated for part-time salaried employees.
- C. Full-time salaried employees with more than five (5) years of continuous employment shall be entitled to an annual vacation of four (4) weeks paid at the employee's then current rate of pay, prorated for part-time salaried employees.
- D. Full-time salaried employees with more than fifteen (15) years of continuous employment shall be entitled to an annual vacation of five (5) weeks paid at the employee's then current rate of pay, prorated for part-time salaried employees.
- E. New full-time salaried employees accrue vacation at the rate of 1.25 days per month, prorated for part-time salaried employees, during the first year of employment. During the first year full time employees may request five (5) days of paid vacation, prorated for part-time salaried employees upon completion of six months' continuous service. The remaining vacation may be taken as it is accrued through the year.
- F. Whenever possible, given the service requirements of CILT, employees' wishes will be taken into account when scheduling vacations. As a general practice, employees are requested to schedule their vacations in periods not to exceed ten (10) consecutive working days and to schedule all vacation days in the calendar year in which the vacation is earned.
- G. Requests for vacations of longer than ten (10) consecutive working days must be approved by the Executive Director and may be denied based on service requirements.
- H. Employees may carry over a maximum of ten (10) vacation days into the next year. A carryover of more than ten (10) working days in special circumstances, such as an employee illness, injury, or CILT service requirements, may be arranged with the approval of the Executive Director.
- I. If an employee is ill or injured during a scheduled vacation, the employee is entitled to claim sick pay in lieu of vacation for the period of hospitalization. Reasonable evidence of illness or injury must be provided to the Executive Director, if requested.
- J. Fixed-term Employees:

Fixed-term employees (who have a term of employment with an end date) are entitled to vacation as set out in their individual employment contracts or as agreed with the Executive Director. Fixed-term employees are entitled to either vacation time of three (3) weeks per year paid at the employee's then

current rate of pay, prorated to the length of employment, OR vacation pay of 6% of gross wages.

I. Hourly Employees:

Hourly employees are entitled to 6% of their earnings in a year as vacation pay, calculated from their first day of employment.

**Subsection 04: Sick Leave**

- A. Pay for sick leave is granted for the sole and exclusive purpose of protecting employees against loss of income during periods of the employee's own illness and medical appointments which cannot be scheduled outside of the regular hours of work, and those of the employee's dependents.
- B. Full-time employees shall accumulate sick leave on the basis of 1 day per calendar month of active employment. Sick leave accrued but not used during the calendar year will be carried over to subsequent years to a maximum of 52 days and may be used later.
- C. Part-time employees shall accumulate sick leave on a pro-rated basis.
- D. Entitlement of sick leave will begin the first day of the month following commencement of employment.
- F. Employees are required to contact their direct manager to report an absence due to illness prior to the start of their workday. If the direct manager is not available a message must be left for the direct manager and the employee should then contact a designate to advise of their absence.
- G. Employees may be required to provide reasonable evidence supportive of the request for sick leave and/or of the fitness of an employee to return to work after a period of illness. Absence of more than three (3) days for which sick leave is claimed may require a medical certificate. Absence of more than ten (10) consecutive days for which sick pay is claimed may require adjudication by an independent third party.
- H. Sick leave shall accumulate during periods of absence due to an accident while on duty, paid absence due to illness, vacations, holidays and scheduled days off, paid leaves of absence and unpaid leaves of absence up to three (3) consecutive working days.

Sick leave shall not accumulate for periods of unpaid leave of absence in excess of three consecutive working days or for unpaid sick leave.

- I. An employee whose sick leave has been exhausted will be considered to be on sick leave without pay for any absence due to illness. In such a case, the employee may choose to use vacation day credits and/or personal leave days to be paid for days absent due to illness.
- J. On the termination of an employee's employment with CILT, unused sick days will not be paid out.

## **SECTION 5: GENERAL**

### **Subsection 01: Mileage/ Transportation**

Any staff required to use their own vehicle for CILT business shall be reimbursed as per Canada Revenue Agency's approved automobile allowance rate.

Employees required to use public transportation for CILT business shall be reimbursed the cost of the transportation.

Accessible transportation on CILT's account can be arranged only for business-related activities. An employee's request for such use must be pre-authorized by their manager or the Executive Director.

### **Subsection 02: Endorsements**

Other agencies and groups often seek CILT's endorsement or sponsorship of projects or events. Any requests of this nature must be directed to the Executive Director. The Executive Director shall consult with at least two (2) members of the Board of Directors, or the appropriate Board Committee (if one exists) prior to approving such a request. Approval shall be given only to those projects that adhere to the philosophies of CILT, Independent Living Canada (ILC), and the Independent Living Movement generally.

### **Subsection 03: Loans**

No Officer shall authorize payment of a loan or similar benefit to an employee without board approval.

### **Subsection 04: Honoraria**

Honoraria paid to staff for activities which are part of their normal work duties, whether inside or outside of the normal working day, are the property of CILT and will be handed over to Petty Cash. "Outside the normal working day" refers to special assignments to cover an event as a representative of CILT in the evening or on weekends or where staff has, as part of their normal duties, scheduled events in the evening or on weekends. Any honorarium paid to staff working on their own time, may be kept by the staff.

## **Subsection 05: Hybrid and Work from Home Policy**

### **A. Purpose**

CILT supports flexibility in employee work arrangements whenever it is possible and practical to do so.

This Policy establishes expectations for employees regarding hybrid and work from home (“WFH”) arrangements, with the goal to ensure business continuity and minimize risk so all employees are engaged, productive, and successful in their CILT office and at-home work environments.

### **B. Definition**

“Hybrid” in this Policy is a flexible working model where employees work partly in CILT’s office and partly at home.

### **C. Application of the Policy**

This Policy applies to all employees who have been approved to work on a hybrid basis or work from home.

This Policy will be governed by and interpreted in accordance with all applicable legislation, including, but not limited to, Ontario’s *Employment Standards Act*, 2000 and the *Occupational Health and Safety Act*.

### **D. Policy**

#### **(1) General**

- i. Employee duties, hours of work, compensation, benefits, vacation and other fundamental terms and conditions of employment shall not change due to hybrid/WFH arrangements, except as may be agreed upon with CILT in writing.
- ii. Employees working hybrid/from home must complete their work and meet the requirements for their position. The performance standards for hybrid/WFH employees are equivalent to the performance standards for employees when working at CILT’s premises. Nothing in this Policy waives or alters expected standards of employee performance or behaviour in the workplace. Poor employee performance may result in the removal of hybrid/WFH arrangements and discipline up to and including the termination of employment.
- iii. In the event that an employee is sick or needs time off during a period of working at home then CILT’s normal attendance reporting process must be followed
- iv. Hybrid/WFH employees must make appropriate dependent care arrangements and manage personal responsibilities in a way that allows successful performance of their job responsibilities.

- v. Employees may submit requests for any hybrid/WFH accommodations in advance. These requests will be assessed by the Executive Director on a case-by-case basis.
- vi. Hybrid/WFH employees must conduct only CILT business and activities while working from home during working hours. No outside activities, such as volunteer or other work, will be permitted.

## (2) Designated Workplace

- i. While working from home, employees are responsible for setting up and maintaining a “Designated Workspace” at home that is quiet, clean, safe and with adequate lighting, ventilation and security. You agree to allow CILT and/or its agents to inspect your Designated Workspace through virtual means, pursuant to CILT’s obligations under the Occupational Health and Safety Act.
- ii. Employees are required to comply with CILT’s Health and Safety policy and procedures while they are at work and to take reasonable care of their own health and safety and that of any third party with whom they come into contact during the course of their employment
- iii. Employees may not hold work meetings with colleagues, consumers, volunteers, vendors or the public at their homes.
- iv. While working from home, employees must be accessible by telephone, videoconference, e-mail and instant messaging application during their normal working hours.
- v. Employees are only permitted to work from home from their primary residence. Certain employees may, on occasion, be permitted to work elsewhere, but only with the written permission of their manager.
- vi. If an employee becomes injured or ill in the Designated Workspace in the course of their working duties, they must immediately report the injury or illness to their manager.
- vii. In case of any injury, theft, loss, tort or other liability (including potential liability) related to the hybrid/WFH program, CILT and/or its agents may investigate and inspect your Designated Workspace.
- viii. Expense claims may be made for travel to meetings to/from the ‘normal place of work’, e.g., an employee’s home to a community event or another ILRC, compensated at CILT’s current rate. This does not include travel costs for travel to the main CILT office.

## (3) Security and Confidentiality

- i. Employee duties of confidentiality, as detailed in CILT’s HR policies, Policy Regarding Privacy and Protection of Personal Health Information, and Standards of Conduct Agreement, apply to all aspects of CILT’s business while participating in the Hybrid/WFH program.
- ii. Employees must take all reasonable steps to maintain security and confidentiality of CILT’s property at the same level as expected at CILT’s premises. Employees in violation of this requirement will be subject to discipline up to and including the termination of employment.
- iii. CILT’s property and other confidential material shall not be removed from the Designated Workspace or accessed through an employee’s personal computer,

- smartphone or other electronic device, unless approved in advance in writing by their manager. Employees are personally responsible for ensuring that non-employees do not access company data or other property, either in print or electronic form.
- iv. CILT will provide hybrid/WFH employees with the equipment essential to their job duties, such as computers and headsets. CILT will also install any required software on the equipment. This equipment is CILT's property and must be returned at the end of employment or earlier, at CILT's request. Further terms and conditions of using CILT property are detailed below.
  - v. . Employees will need to access CILT's systems through their CILT network account on approved methods such as Microsoft online, Virtual Private Network (VPN) or Remote Desktop Web Access (RD Web) .
  - vi. CILT will not compensate employees for use of their personal cell phone or home internet as a standard practice but budget permitting, may consider partial reimbursement of expenses on a year-by-year basis .
  - vii. Employees are responsible for providing all non-essential equipment, such as office furnishings, and for all incidental costs of a home office, such as residential utility costs or cleaning services.
  - viii. Employees are advised not to release their home address and telephone number to non-members of staff.

#### (4) CILT Equipment

- i. Employees are personally responsible for any CILT equipment in their possession and for keeping the equipment in good working order.
- ii. Employees are not permitted to install any program or software on CILT equipment, except as may be authorized by CILT in writing.
- iii. As noted above, CILT equipment shall not be removed from the Designated Workspace or accessed through a non-company computer, smartphone or other electronic device, except as may be authorized by CILT in writing.
- iv. Employees must ensure that their CILT equipment is secured and protected. This may include but is not necessarily limited to password protection and following all required data protection practices, such as data encryption.
- v. Only Employees are authorized to use CILT equipment issued to them.
- vi. Employees must report malfunction, loss, theft or damage to any CILT property immediately.
- vii. Any unauthorized use of or access to CILT equipment is a violation of the hybrid/WFH program and an Employees' employment contract.

## ATTACHMENT I: STANDARDS OF CONDUCT AGREEMENT

### CENTRE FOR INDEPENDENT LIVING IN TORONTO

I \_\_\_\_\_, have read, understand and agree to comply with all aspects of the Centre for Independent Living in Toronto's Standards of Conduct Policy (which includes Confidentiality obligations) contained in the Human Resources Policy (*which has been provided to me as part of my offer of employment – for new staff only*). I further understand that I may direct any questions or concerns regarding any part of this policy to my direct manager or the Executive Director.

I also understand and accept that a violation of this policy may result in corrective action, up to and including termination.

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Manager's Name

\_\_\_\_\_  
Employee's signature

\_\_\_\_\_  
Manager's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## ATTACHMENT II: REVISION HISTORY

Revision Date	Revisor	Version	Description
n/a		1.0	Creation
June 2021	Melissa Watanabe	2.0	Scheduled Board review
January 2022	Melissa Watanabe	2.1	Removed dated sick day policy clause
May 2022	Melissa Watanabe	2.2	Added Disconnecting from Work Policy, updated Work from Home Policy and deleted Communications Allowance to reflect hybrid work
May 2022	Wendy Porch	2.3	Clarified Executive Director's responsibilities in Disconnecting from Work Policy and made minor revisions regarding property
November 2023	Melissa Watanabe	3.0	Removed Organizational Structure, updated Performance Management & Professional Development, broadened definition of family in bereavement leave and employment of relatives, added Vulnerable Sector Check Policy, minor revisions to improve clarity/update language