

Employment and Health & Safety Policies

The Executive Director (ED), as manager and supervisor of all Operational matters within the SONICS Inc. - CKRZ, is the responsible party for the oversight of all Employment and Health & Safety Policies. The Board, as the fiduciary responsible party, approves policies, while the ED produces Plans and Programs associated with Employment and Health & Safety policies. As a First Nations entity operating on reserve and not governed by the Indian Act or Six Nations Elected Council, SONICS Inc. follows the Ontario Employment Standards Act, 2000 S.O. 2000 Chapter 41 and not the Canadian Labour Code as dictated by the Supreme Court Case, 2010 NIL/TU,O Child and Family Services Society v. B.C. Government and Service Employees' Union and Communication Energy and Paperwork Company v. Native Child and Family Services of Toronto. Although both are similar, slight differences do occur, especially pertaining to holidays. As such, all parties should refer to the ESA for specific language around the Act.

SONICS Inc. Policy Manual Approved on January 11, 2016.

This Section was approved for implementation on ----January 11, 2016--- and is a shift from the Canadian Labour Code found in previous versions of this Manual to Ontario Labour Relations as described within the Employment Standards Act.

The Annual and Biennial Review the following policies was completed on the following dates:
January 11, 2016---DRAFT PRESENTED

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No: EHS1		Title: <i>Commitment to Provide a Healthy and Safe Work Environment</i>	
Type: Employment/Health & Safety		Authority: ED	
Originated: 1-11-16		Review: Biennial (Odd Years)	
Amended:		Previously:	
Related Policies		•	
Associated Documents		<ul style="list-style-type: none"> • Employment Standards Act, S.O. 2000 Part 1 • Canada Labour Code, Part II: Occupational Health & Safety 	
Implementation Procedures		•	

1. SONICS Inc. – CKRZ shall meet all Health & Safety requirements, in accordance with the Ontario Employment Standards Act (ESA), S.O. 2000 and the Canada Labour Code, Part II Occupational Health & Safety. They include but are not limited to:
 - 1.1. Providing adequate Health & Safety Representatives and/or Officers and Committees;
 - 1.2. Adhering to a set published employment guideline which has been approved by the Board;
 - 1.3. Posting, and keep posted, in at least one conspicuous place of the employer a copy of the most recent poster published by the Minister on such information about the ESA and the regulations as the Minister considers appropriate;
 - 1.4. Providing a copy of the Minister Published Poster at the time of contracting or within 30 days of the first day worked; and
 - 1.5. Establishing and enforcing Policies, Procedures and Plans to protect against accident or injury to customers and staff.
2. The three most basic rights of employees according to the CLC are:
 - 2.1. The Right to Know: this is the right to be informed of any foreseeable threat or hazard in the workplace.
 - 2.2. The Right to Participate: this is both a right and responsibility to participate in keeping the workplace a safe environment by identifying, making notice of, and where able, correcting any real or potential hazards; and
 - 2.3. The Right to Refuse: this is the right to refuse dangerous work when it could be a danger to themselves, use of equipment presents a danger to themselves or co-worker, or performance of an activity constitutes a danger to themselves or co-worker.
3. To best serve our customers, staff and community, the Station must be a safe and healthy environment to work and visit. In order to maintain this, monthly Health & Safety checks shall be completed by the ED and/or a staff designate.
4. In addition to physical safety, a healthful environment includes a facility which is warm, welcoming, and free of harassment. SONICS Inc. – CKRZ does not condone any behaviour which is deemed by customers, staff, volunteers, or the Board to be:
 - 4.1. Threatening or harassing (physical, verbal, sexual, emotional);

- 4.2. Inappropriate entrance to the station including patronizing while under the influence of alcohol or drugs; and
- 4.3. or otherwise unwanted by customers, staff, volunteers, or Board.
- 5. Anyone behaving in an inappropriate manner shall be spoken to by staff and may be removed temporarily or for a suitably timed duration following the event. This includes staff, Board, volunteers, customers, and visitors alike.
- 6. As an organization which works with all members of the community, including the vulnerable sectors and those with disabilities, we believe that all members of the community should be treated with respect and shall receive the best service possible. In completing monthly and seasonal inspections, the ED shall determine if there are Health and Safety concerns for those members of the staff, volunteers, or public and how to best rectify them. Feedback is an important part of providing a safe working, playing, and learning environment. The ED shall depend on the feedback of the public, volunteers, and staff to improve the facility as relevant to specific disabilities.

No: EHS2 Title: <i>Exemptions from the Employment Standards Act</i>	
Type: Employment/Health & Safety	Authority: ED
Originated: 1-11-16	Review: Biennial (Odd Years)
Amended:	Previously:
Related Policies	•
Associated Documents	• Employment Standards Act, S.O. 2000, Part II
Implementation Procedures	•

In accordance with the ESA, S.O. 2000 Part II: How This Act Applies, the following exemptions to the Act when an individual described below works as a volunteer or for compensation:

1. A secondary school student who performs work under a work experience program authorized by the school board that operates the school in which the student is enrolled.
2. An individual who performs work under a program approved by a college of applied arts and technology or a university.
3. A participant in community participation under the *Ontario Works Act, 1997*.
4. An individual who performs work under an order or sentence of a court or as part of an extrajudicial measure under the *Youth Criminal Justice Act* (Canada).
5. An individual who performs work in a simulated job or working environment if the primary purpose in placing the individual in the job or environment is his or her rehabilitation.
6. Any prescribed individuals. 2000, c. 41, s. 3 (5); 2006, c. 19, Sched. D, s. 7.

These individuals shall have employment standards as prescribed by the various governing bodies (e.g. secondary school, college, Ontario Works program, etc.) and not the ESA. However, these individuals will be bound by the policies of SONICS Inc. – CKRZ including Confidentiality, Code of Conduct, and all Health & Safety policies.

No: EHS3 Title: Staff Code of Conduct	
Type: Employment/Health & Safety	Authority: ED
Originated: 1-11-16	Review: Biennial (Odd Years)
Amended:	Previously:
Related Policies	<ul style="list-style-type: none"> • EHS18: Discipline Procedures • EHS20: Termination & Severance of Employment
Associated Documents	•
Implementation Procedures	•

1. All staff and volunteers of the Station are expected to behave in a manner which is professional and which upholds the safety and respect of the customers.
 - 1.1. As paid and unpaid staff of the Station, it is expected that all shall behave in accordance with the Code of Conduct. Additional policies which refer to the inappropriateness of staff include the Employee Discipline [EHS18] and Termination Policies [EHS20].
 - 1.2. Staff and volunteer infractions shall be handled by the ED according to the Disciplinary Procedure.
 - 1.3. In the event that the ED is the responsible party, the President should be consulted in place of the ED.
2. As representatives of SONICS Inc. – CKRZ, staff should always be mindful of their position when at work and in their personal lives.
 - 2.1. Discussing (both verbally and in writing/posting) publicly about SONICS Inc. – CKRZ, the staff or the customers should be aware of the branding and positive messages SONICS Inc. – CKRZ puts forward. Negative comments shall not be tolerated and may be grounds for dismissal.
 - 2.2. Appearance
 - 2.2.1. Being in a professional setting, all staff and volunteers are expected to dress in an appropriate manner.
 - 2.2.2. Appropriate clothing for each shift may differ (e.g. circulation desk, cleaning shift).
 - 2.2.3. The standard dress code is that of an Office Setting (e.g. no tanks, sweats, or revealing shirts; slacks, skirt, or dress jeans).
 - 2.2.4. Staff should seek guidance if they are unclear about the dress code.
 - 2.3. Attitude
 - 2.3.1. Staff and volunteers of SONICS Inc. – CKRZ are present to serve the public.
 - 2.3.2. Customers are our guests and clients and should always be treated with respect and dignity.

No: EHS4 Title: Hiring and Contracting of Staff

Type: Employment/Health & Safety	Authority: ED
Originated: 1-11-16	Review: Biennial (Odd Years)
Amended:	Previously:
Related Policies	•
Associated Documents	•
Implementation Procedures	• Appendix I: Job Descriptions • Appendix L: Salary Scales

Announcing of Positions

1. Positions shall be posted for a minimum of one (1) week in the local newspaper(s), within the Station web page and forwarded to the GREAT Job Board for open posting.
 - 1.1. In the event that the position is being advertised by the granting funding company (e.g. GREAT Summer Student Position, CAP-YI), no SONICS Inc. – CKRZ paid advertisement is required.
 - 1.2. Short-term, grant driven positions are also exempt from paid advertisement.
2. If the call is for a professional position, additional advertisements in targeted areas may be used.
3. Calls for positions shall include a brief description of the posting.
4. A complete job description must be available at the circulation desk for all interested applicants during the call for positions as well as during the interview schedule.
5. All position announcements shall include a statement welcoming all applicants including Aboriginal peoples not from Six Nations, non-Native applicants, and applicants with disabilities.

Screening

1. Only applicants who meet the minimum qualifications of the position shall be considered for an interview. In rare cases the Board may select to hire below the qualification in order to train new staff. These trainee positions shall not be paid at the same rate as regular staff and shall be hired on a term basis until such time as they have met the minimum qualifications of the position or until their term has expired.
2. In some cases, the ED may choose to conduct additional screening of applicants including administrative, computer, or writing composition tests.
3. No applicant will be screened out as a result of family affiliation with other members of staff or the Board, be they real or perceived as this is a Canadian Human Rights Act violation.

Interview Process

1. Hiring shall be conducted for all SONICS Inc. - CKRZ positions by a Hiring Panel consisting of a minimum of two members plus the ED. When the position being hired for is that of the ED's, then at least three (3) Directors shall conduct the interviews.

2. Interviews shall be conducted in a formal points system. The ED and panel members shall consult on the interview questions and point system prior to the interview.
3. Applicants shall be made aware of that hire is conditional on submission of a Criminal Records Check.
4. All applicants who have passed the screening and have had a passing interview shall be kept in queue should the first ranked offering be rejected, should the position reopen within the year, or in the event that other positions of interest become available with SONICS Inc. – CKRZ.
5. Applicants shall be ranked according to their qualifications and ability to complete the job description. People with disabilities shall not be ranked negatively merely because they have a disability.
6. An applicant who has a disability may request accommodations for the interview. This shall be accommodated by the Hiring Committee.
7. No member of the staff or Board may sit on an interview panel if they have a Conflict of Interest with a member of the interview pool.
8. The ED may waive a Hiring Panel and appoint staff for short-term employment (12 weeks and under) and for those who are interviewing for internships or other placements. If a Conflict of Interest such as Nepotism is present, the ED should inform the Board prior to the appointment for approval.

Options to an Open Hire

1. In the event that a current employee has shown an interest and meets the qualifications for a vacant position, the ED may choose to:
 - 1.1. offer the position to the current employee or;
 - 1.2. interview the current staff prior to posting for an open call.If successful in the application, the employee shall be seen as *transferring positions* and shall keep the original anniversary date of hire and seniority from the original position.
2. In some cases, the ED or Board may choose to hire on a *Fee for Service* basis. Such contracts are not employees of SONICS Inc. – CKRZ, rather consultants to the ED or Board and are not subject to employment policies.

Contracting Staff

1. The Board is responsible to oversee all staff contracts.
2. The Board shall review the contract template annually for staff and the ED contract upon renewal.
3. The Board shall ensure that all contracts include an Accessibility Statement.
4. The employee, ED, and at least one member of the Board shall sign each contract. The signature by the Board is not intended to limit the scope of power of the ED, but rather to

ensure the Board is knowledgeable about all activities, of which they are ultimately legally responsible.

5. In the event of a Conflict of Interest, the individual in conflict, be it the ED or President, should be replaced as the signor for said contract with other Board of Director signatures.
6. Any contracted staff who requires or requests an Accommodation Plan shall have a plan developed by the ED. This may occur at any point during their employment and shall be updated as legislation is published; or situations, responsibilities, or positions change.

Positions

1. Employees may hold more than one (1) part-time position, providing the combination of positions is not regularly scheduled more than 40 hours per week.
2. The positions may only be in the same job class if these positions are a combination of regular part-time positions and grant positions. SONICS Inc. – CKRZ may not hire an employee to complete the same tasks on two part-time positions if both are funded by SONICS Inc. – CKRZ.
3. The positions may have different salary grades with SONICS Inc. – CKRZ and may or may not include benefits, depending on the type of contract and length of the funding.

Anniversary Date

1. An anniversary date is the date of hire, or first day of employment with SONICS Inc. – CKRZ providing there has been continuous employment.

Probation

1. All new hires shall be considered on probation for a period of three (3) months.
2. At the end of this period the ED, or Board if the probation is of the ED, shall complete an evaluation of the employee.
3. A passing evaluation shall remove the employee of probationary status.
4. An unsuccessful evaluation shall result in the termination of the employee.
 - 4.1. An employee with a subpar evaluation may be kept on probation for an additional one (1) month if the supervisor feels there is a potential of retraining the employee.
 - 4.2. In this case a detailed work plan with expectations must be designed and agreed to by both the employee and the supervisor and be approved by the E.D.

No: EHS5 Title: Employment Records	
Type: Employment/Health & Safety	Authority: ED
Originated: 1-11-16	Review: Biennial (Odd Years)
Amended:	Previously:
Related Policies	•
Associated Documents	• ESA S.O. 2000, Part VI
Implementation Procedures	•

The Board, ED, staff, and volunteers are bound by confidentiality pertaining to the employment and condition of employment of employees. No information may be shared from this file without written permission by the employee or court order.

Records

An employer shall record the following information with respect to each employee, including an employee who is an off-site worker:

1. The employee's name and address.
2. The employee's date of birth, if the employee is a student and under 18 years of age.
3. The date on which the employee began his or her employment.
4. The number of hours the employee worked in each day and each week.
5. The information contained in each written statement given to the employee.
6. SONICS Inc. – CKRZ may also hold:
 - 6.1. Resume, cover letter, and other application materials;
 - 6.2. Signed contract(s);
 - 6.3. Employee Data Form (updated annually);
 - 6.4. At least one (1) photocopy of a Government issued identification (e.g. SIN card, Driver's License, Status Card, Passport);
 - 6.5. Should the employee qualify for untaxed income, a copy of the signed and dated Determination of Exemption of a Status Indian's Employment Income and copy of the employee's status card. All employees shall be taxed without said documents on file;
 - 6.6. Copy of current CPR Certification;
 - 6.7. Original signed copy of all performance evaluations;
 - 6.8. Original signed copy of all disciplinary actions and notes;
 - 6.9. Copies of all current payroll advancements outstanding;
 - 6.10. Record of any training completed during the employment;
 - 6.11. Up to date Annual Leave (vacation) and Sick Leave credits/usage;
 - 6.12. Accommodation and/or Emergency Plans while in effect;
 - 6.13. Requests and responses for education/training, as well as proof of advancement of education/training (if available); and

6.14. Copy of Record of Employment after termination, resignation, or end of contracted employment.

Exception

An employer is not required to record the information described in the above section with respect to an employee who is paid a salary if,

1. the employer records the number of hours in excess of those in his or her regular work week and,
2. the number of hours in excess of eight that the employee worked in each day, or
3. if the number of hours in the employee's regular work day is more than eight hours, the number in excess; or
4. Overtime Pay does not apply with respect to the employee.

Meaning of Salary

An employee is considered to be paid a salary for the purposes of subsection (3) if,

1. the employee is entitled to be paid a fixed amount for each pay period; and
2. the amount actually paid for each pay period does not vary according to the number of hours worked by the employee, unless he or she works more than 44 hours in a week.

Retention of Records

The employer shall retain or arrange for some other person to retain the records of the information required under this section for the following periods:

1. Three years after the employee ceased to be employed by the employer, or
2. three years after the employee's 18th birthday (whichever is longer).
3. The employer is not required to purge records on this date and may hold for a longer period of time.

Content of Vacation Records

1. The employer shall record the following information:
 - 1.1. The amount of vacation time, if any, that the employee had earned since the start of employment but had not taken before the start of the vacation entitlement year.
 - 1.2. The amount of vacation time that the employee earned during the vacation entitlement year.
 - 1.3. The amount of vacation time, if any, taken by the employee during the vacation entitlement year.
 - 1.4. The amount of vacation time, if any, that the employee had earned since the start of employment but had not taken as of the end of the vacation entitlement year.
 - 1.5. The amount of vacation pay paid to the employee during the vacation entitlement year.

- 1.6. The amount of wages on which the vacation pay referred to in Point 1.5 was calculated and the period of time to which those wages relate.
2. The employer shall record information under this section by a date that is not later than the later of,
 - 2.1. seven days after the start of the next vacation entitlement year or the first vacation entitlement year, as the case may be; and
 - 2.2. the first pay day of the next vacation entitlement year or of the first vacation entitlement year, as the case may be.
3. The employer shall retain or arrange for some other person to retain each Vacation Record required under this section for three years after it was made.

Criminal Records Check

1. Shall be maintained in a Staff Dossier, and not in the Employment File.
2. A comprehensive record of date of issue shall be maintained on all staff, with the date of required updated.
3. Once an updated CRC is in place, the old CRC shall be shredded or returned to the employee.
4. A CRC shall be shredded within one year of resignation or end of contract, unless:
 - 4.1. The employee was terminated for Just Cause; or
 - 4.2. Is involved in legal proceedings against SONICS Inc. – CKRZ.

Availability

An employer shall ensure that all of the records and documents required to be retained under sections 15 and 15.1 are readily available for inspection as required by an employment standards officer, even if the employer has arranged for another person to retain them.

Fee For Service Records

Consultants and Fee for Service, are not considered employees, but vendors. Due to the access to the Station or SONICS Inc. – CKRZ information, they may have an abridged file including only relevant details to their contract, product, and access. This shall be maintained within the annual Finance Records, and not within employment files as these individuals and/or companies are not employees.

No: EHS6 Title: Payment of Wages	
Type: Employment/Health & Safety	Authority: ED
Originated: 1-11-16	Review: Biennial (Odd Years)
Amended:	Previously:
Related Policies	•
Associated Documents	• ESA S.O. 2000, Part V
Implementation Procedures	• Appendix I: schedule

Payment of Wages

1. An employer shall establish a recurring pay period and a recurring pay day and shall pay all wages earned during each pay period, other than accruing vacation pay, no later than the pay day for that period.
 - 1.1. The Finance Officer, who may be the ED, is responsible for processing all salary and remuneration on a bi-weekly schedule.
 - 1.2. The weekly schedule opens on a Sunday and closes on a Saturday. Employees are required to complete a timesheet daily and submit on a bi-weekly basis to the ED for review and processing.
 - 1.3. Every other Monday the ED shall process all timesheets and remuneration requests and submit to the Financial Officer for payment. By the following Thursday; said cheques shall be signed by no fewer than two (2) Signing Officers and returned to the ED for distribution. Cheques shall be available on pay Friday's no later than 2:00pm.
2. An employer shall pay an employee's wages by cheque payable only to the employee.
3. The Board may choose to make payments by electronic funds transfer such as Direct Deposit into an account of a financial institution if,
 - 3.1. the account is in the employee's name;
 - 3.2. no person other than the employee or a person authorized by the employee has access to the account; and
 - 3.3. unless the employee agrees otherwise, an office or facility of the financial institution is located within a reasonable distance from the location where the employee usually works.
4. The regular payment is to be made by cheque or direct deposit to the employee at his or her workplace or at some other place agreeable to the employee.

Statement of Wages

1. On or before an employee's pay day, the employer shall give to the employee a written statement setting out,
 - 1.1. the pay period for which the wages are being paid;
 - 1.2. the wage rate, if there is one;

- 1.3. the gross amount of wages and, unless the information is provided to the employee in some other manner, how that amount was calculated;
- 1.4. the amount and purpose of each deduction from wages;
- 1.5. the net amount of wages being paid to the employee
2. The statement may be provided to the employee by electronic mail rather than in writing if the employee has access to a means of making a paper copy of the statement at no charge.

If Employment Ends

1. If an employee's employment ends, the employer shall pay any wages entitled to the employee no later than the later of,
 - 1.1. seven days after the employment ends; and
 - 1.2. the day that would have been the employee's next pay day. 2000, c. 41, s. 11 (5).
2. On or before the day on which the employer is required to pay wages, the employer shall provide the employee with a written statement setting out:
 - 2.1. the gross amount of any termination pay or severance pay being paid to the employee;
 - 2.2. the gross amount of any vacation pay being paid to the employee;
 - 2.3. unless the information is provided to the employee in some other manner, how the amounts referred to in Subsection 1 and 2 were calculated;
 - 2.4. the pay period for which any wages other than wages described in Subsection 1 and 2 are being paid;
 - 2.5. the wage rate, if there is one;
 - 2.6. the gross amount of any wages referred to in Subsection 4 and, unless the information is provided to the employee in some other manner, how that amount was calculated;
 - 2.7. the amount and purpose of each deduction from wages;
 - 2.8. the net amount of wages being paid to the employee.

Deductions of Employee Wages

1. An employer shall not withhold wages payable to an employee, make a deduction from an employee's wages or cause the employee to return his or her wages to the employer unless authorized to do so under this section.
 - 1.1. Statute or court order: An employer may withhold or make a deduction from an employee's wages or cause the employee to return them if a statute of Ontario or Canada or a court order authorizes it.
 - 1.2. Employee authorization: An employer may withhold or make a deduction from an employee's wages or cause the employee to return them with the employee's written authorization.
 - 1.3. Exception: Subsections (2) and (3) do not apply if the statute, order, or written authorization from the employee requires the employer to remit the withheld or deducted wages to a third person and the employer fails to do so.

- 1.4. Further Exemption: Subsection (3) does not apply if,
 - 1.4.1. the employee's authorization does not refer to a specific amount or provide a formula from which a specific amount may be calculated;
 - 1.4.2. the employee's wages were withheld, deducted, or required to be returned;
 - 1.4.3. because of faulty work;
 - 1.4.4. because the employer had a cash shortage, lost property or had property stolen and a person other than the employee had access to the cash or property, or
 - 1.4.5. under any prescribed conditions; or
 - 1.4.6. the employee's wages were required to be returned and those wages were the subject of an order under this Act.

Priority of Claims

1. Despite any other Act, wages shall have priority over, and be paid before, the claims and rights of all other unsecured creditors of an employer, to the extent of \$10,000 per employee.
2. Exception: Subsection (1) does not apply with respect to a distribution made under the *Bankruptcy and Insolvency Act* (Canada) or other legislation enacted by the Parliament of Canada respecting bankruptcy or insolvency.

No: EHS7		Title: <i>Requirements for Employment</i>	
Type: Employment/Health & Safety		Authority: ED	
Originated: 1-11-16		Review: Biennial (Odd Years)	
Amended:		Previously:	
Related Policies		• EHS5: Employment Records	
Associated Documents		•	
Implementation Procedures		•	

First Aid

1. In the event a staff member or guest is injured or someone comes into the station requesting minor First Aid assistance, the station staff shall offer the First Aid Kit. If more assistance is required, the station staff shall remain with the individual until emergency services arrives. Staff may not direct individuals to the ambulance bay for care as this is not a triage location.
2. Station staff are not required to be certified in Canadian Red Cross, St. John’s Ambulance, or equivalent First Aid and CPR. In the event the station requires this of any staff, this mandatory training shall be paid for by the SONICS Inc. – CKRZ.
3. First Aid and CPR certification does not demand any individual to provide First Aid or CPR. The Good Samaritan Clause protects individuals (and staff) who come to the assistance of a person in need, regardless of level of assistance provided or outcome; providing a minimum of emergency service request is made by contacting a 911 operator. It shall be at the discretion of any staff member how much assistance and level of assistance they offer to any customer.

Criminal Records Check

1. All staff shall submit a locally generated criminal records check, without Vulnerable Peoples Search, in order to maintain employment status at SONICS Inc. – CKRZ. As we are a public service for the Six Nations and New Credit communities, it is believed to be in the best interest of all for the ED to conduct a check on or before employment of all staff and volunteers.
2. Volunteers may be requested by the ED to complete the CRC. This will be at the discretion of the ED and be based on the intended number of hours and the level of community contact the volunteer shall have.
3. In the event that a staff or volunteer does not pass a records check it shall be determined by the Board if a waiver shall be given for this person to continue working with SONICS Inc. – CKRZ (e.g. if volunteering under a court program; the volunteer would be assumed to have a history which would not pass a check. In this case, a letter from a caseworker, youth justice program officer, or judge may be requested).
4. SONICS Inc. – CKRZ shall cover the fee associated with the criminal records check for employees only. If a police check is required from the RCMP, a reimbursement shall be made

at an equivalent rate to the Six Nations Police only. Volunteers are responsible for financing their own CRC. After ten (10) hours of volunteerism, SONICS Inc. – CKRZ shall reimburse the cost of a Criminal Records Check equivalent to the fee charged by Six Nations Police.

5. It shall be the ED's responsibility for requesting a criminal records check from all staff and volunteers, as well as review and file these checks. These records are confidential and treated as such by both the ED and Board. A criminal record check shall not be accepted from staff if it is over six (6) months old. Records shall be kept on file for 3 years from the date of issue before a new record check is required.

Professional Development and Training

1. Staff may, on occasion, be required by the Board or ED to participate in training events. These events shall be compensated by the Board as regular hourly pay with consideration made for travel allowances at Treasury Board rates.
2. Should there be any job related training session, workshop, or conference offered which the staff is interested in participating in; the staff must submit a written request three months in advance of the training.
3. The training must complement the annual Work Plan of the Station. The ED must approve each or all training session, workshop, or conference for Station staff. A final report shall be submitted to the ED stating how said training benefitted the staff and Station.

No: EHS8		Title: <i>Responsibilities to the Employee/Employer Relationship</i>	
Type: Employment/Health & Safety		Authority: ED	
Originated: 1-11-16		Review: Biennial (Odd Years)	
Amended:		Previously:	
Related Policies		<ul style="list-style-type: none"> • EHS18: Disciplinary Procedures • EHS20: Termination & Severance of Employment 	
Associated Documents		<ul style="list-style-type: none"> • 	
Implementation Procedures		<ul style="list-style-type: none"> • Appendix K: Lines of Authority 	

Attendance

The employee shall:

- 1.1 Attend work regularly and on time;
- 1.2 Dress professionally at all times. If they are unsure of professional attire they should speak with their direct supervisor;
- 1.3 Give minimum two (2) weeks' notice for vacation or holiday requests; and
- 1.4 Phone the supervisor at least 4 hours prior to a shift in the event a sick leave is required.

The employer shall:

- 1.5 Make available a schedule of the month with a minimum of two (2) weeks' notice of scheduling.

Resignation

The employee shall:

- 1.6 Give at least two (2) weeks written notice of resignation; one (1) week may be accepted with an explanation; and
- 1.7 Return all property to the employer, including access codes, technology, and keys;
- 1.8 Pay any remuneration owed to the employer within the next pay period.

The employer shall:

- 1.9 Pay the employee accrued lieu time, accrued annual leave time, or outstanding unpaid wages worked. Unused sick leave credits are not paid out.

Abandonment

An employee who is absent from work for a period of three (3) consecutive work days without notifying his/her supervisor shall be deemed to have abandoned their position. The employer shall attempt to contact the employee on both the first and second days missed. If the employee has not reported to their scheduled shift on the third day; a registered termination

letter shall be mailed to the employee's address. Abandonment is considered a resignation and not a termination by the employer. Resignation is deemed active as of the date of the letter and not the date of receipt.

No: EHS9 Title: Hours of Work & Eating Periods	
Type: Employment/Health & Safety	Authority: ED
Originated: 1-11-16	Review: Biennial (Odd Years)
Amended:	Previously:
Related Policies	•
Associated Documents	• ESA S.O. 2000, Part VII
Implementation Procedures	•

Definition of Hours of Work and Job Class

1. Full time hourly employees are those who are scheduled between 24 hours and 40 hours per week.
2. Full time salary employees shall receive wages calculated on an annual salary.
3. Part-time employees are those who normally work less than 24 hours in a week.
4. Contract employees are those who work full or part-time for up to one year, or are under a specific grant or apprenticeship; and are not considered regular or permanent in their position.
5. Permanent positions may be salary, full-time, or part-time and may be hired into this classification or have been on more than a one-year contract and one-year extension of a contract.

Limit on Hours of Work

1. No employer shall require or permit an employee to work more than:
 - 1.1. eight hours in a day or, if the employer establishes a regular work day of more than eight hours for the employee, the number of hours in his or her regular work day; and
 - 1.2. 48 hours in a work week.
2. Exception: An employee's hours of work may exceed the limit set out in clause 1.1 if the employee has made an agreement with the employer that he or she will work up to a specified number of hours in a day in excess of the limit and his or her hours of work in a day do not exceed the number specified in the agreement.
3. Exception: An employee's hours of work may exceed the limit set out in clause 1.2 if,
 - 3.1. the employee has made an agreement with the employer that he or she will work up to a specified number of hours in a work week in excess of the limit;
 - 3.2. the employee's hours of work in a work week do not exceed the number of hours specified in the agreement
4. Exceptional circumstances: An employer may require an employee to work more than the maximum number of hours permitted, but only so far as is necessary to avoid serious interference with the ordinary working of the employer's establishment or operations:

- 4.1. To deal with an emergency.
- 4.2. If something unforeseen occurs, to ensure the continued delivery of essential public services, regardless of who delivers those services.

Hours Free from Work

1. An employer shall give an employee a period of at least 11 consecutive hours free from performing work in each day.
2. An employer shall give an employee a period free from the performance of work equal to,
 - 2.1. at least 24 consecutive hours in every work week; or
 - 2.2. at least 48 consecutive hours in every period of two consecutive work weeks.

Eating Periods

1. An employer shall give an employee an eating period of at least 30 minutes at intervals that will result in the employee working no more than five consecutive hours without an eating period. The SONICS Inc. – CKRZ agrees to provide:
 - 1.1. One paid 15 minute break shall be given for a 4 hour shift worked.
 - 1.2. One paid 15 minute break and unpaid 30 minute lunch shall be given for a 6 hour shift worked.
 - 1.3. Two paid 15 minute breaks and an unpaid 30 minute lunch shall be given for an 8 hour shift worked.
 - 1.4. Lunch and breaks must be prearranged with the ED.
 - 1.5. Lunches and/or breaks taken outside of the building required preapproval by the ED.
 - 1.6. Being a Media outlet, it is not the norm to expect to combine the breaks and lunch for the longer single break.
2. Exception: Subsection (1) does not apply if the employer and the employee agree, whether or not in writing, that the employee is to be given two eating periods that together total at least 30 minutes in each consecutive five-hour period.
3. An employer is not required to pay an employee for an eating period in which work is not being performed unless his or her employment contract requires such payment.
4. Lunch and breaks may not be used to leave a shift early with pay.

No: EHS10 Title: Overtime Wages	
Type: Employment/Health & Safety	Authority: ED
Originated: 1-11-16	Review: Biennial (Odd Years)
Amended:	Previously:
Related Policies	•
Associated Documents	• ESA S.O. 2000, Part VIII
Implementation Procedures	•

Overtime Threshold

1. An employer shall pay an employee overtime pay of at least one and one-half times his or her regular rate for each hour of work in excess of 44 hours in each work week or, if another threshold is prescribed, that prescribed threshold.
2. An employee's hours of work may be averaged over separate, non-overlapping, continuous periods of two or more consecutive weeks for the purpose of determining the employee's entitlement, if any, to overtime pay if the employee has made an agreement with the employer that his or her hours of work may be averaged over periods of a specified number of weeks.
3. The employee may be compensated for overtime hours by receiving one and one-half hours of paid time off work for each hour of overtime worked instead of overtime pay (time off in lieu) if:
 - 3.1. The overtime was preapproved by the employer; and
 - 3.2. the employee and the employer agree to do so; and
 - 3.3. the paid time off work is taken within three months of the work week in which the overtime was earned or, with the employee's agreement, within 12 months of that work week.
4. If the employment of an employee ends before the paid time off is taken, the employer shall pay the employee overtime pay for the overtime hours that were accrued.

Exemptions for Overtime or In Lieu Wages

Overtime is only paid by SONICS Inc. – CKRZ when scheduled work weeks are in excess of forty (40) hours and have been pre-approved.

1. An employee may request to work over 40 hours in one week to off-set the other week in the pay cycle in order to make up lost time. This does not qualify for overtime consideration.
2. Employees may, with pre-approval of the ED, bank additional hours beyond their regularly scheduled week for lieu time. Lieu time may not exceed 40 hours banked. All Lieu time must be pre-arranged with the ED as pre-banking for time off at regular hourly wages. All time must be used within the next quarter and be scheduled with the ED. Exempted Lieu time is not banked at an overtime rate.

3. Time-and-a half shall be paid, on pre-approval of the Board, to any employee who is required to work overtime or Holidays when the Station is normally closed.
4. Professional Development Training lasting eight (8) or more hours, such as attendance at conferences, shall be considered one day's work for one day's attendance, regardless of quantity of numbers of sessions, social activities, or duration of activities.

No: EHS11 Title: Salary Scales	
Type: Employment/Health & Safety	Authority: ED
Originated: 1-11-16	Review: Biennial (Odd Years)
Amended:	Previously:
Related Policies	•
Associated Documents	• ESA S.O. 2000, Part IX
Implementation Procedures	• Appendix K Salary Scales

Minimum Wage

1. An employer shall pay all employees at least the Ontario Minimum Wage.
2. Compliance with this Part shall be determined on a pay period basis.
3. Without restricting the generality this section, if the minimum wage applicable with respect to an employee is expressed as an hourly rate, the employer shall not be considered to have complied with this Part unless,
 - 3.1. when the amount of regular wages paid to the employee in the pay period is divided by the number of hours he or she worked in the pay period, other than hours for which the employee was entitled to receive overtime pay or premium pay, the quotient is at least equal to the minimum wage; and
 - 3.2. when the amount of overtime pay and premium pay paid to the employee in the pay period is divided by the number of hours worked in the pay period for which the employee was entitled to receive overtime pay or premium pay, the quotient is at least equal to one and one half times the minimum wage.
4. The minimum wage and class of employees, as of October 1, 2015 are the following:
 - 4.1. Regular Minimum Wage Employees are those at least 18 years of age working part or full-time.
 - 4.2. Student Minimum Wage are students under 18 years of age, if the weekly hours of the student are not in excess of 28 hours or if the student is employed during a school holiday.
5. SONICS Inc. – CKRZ shall abide by all Ministerial increases to the minimum wages

Salary Scales

1. It is a priority of SONICS Inc. Board to employ qualified staff at a level which respects their education and experience.
2. Given that funding of the Station and First Nations media outlets across Canada have historically been below the salary grade of public stations, SONICS Inc. – CKRZ strives to pay wages commensurate with duties and qualifications of the staff while considering the budgetary constraints.

3. Salary grades shall include the regular positions of the Station, including but not limited to those filled, seasonal, and vacant. A base rate of pay for each position shall be identified and be made available upon request of current and potential staff. Grant funded positions shall be based on the current grant and may deviate from the salary grades of similar positions. See Appendix L for scale.
4. Having the qualifications for one salary grade does not necessarily mean that is the grade an employee will be hired for (e.g. A Communication Technician or DJ may be hired as a Production Assistant and receive wages according to the Assistant grid and not the Technician or DJ grid).
5. A different salary scale shall be in effect for staff who are 18 years old or older and those under the age of 18.

No: EHS12 Title: Public Holidays	
Type: Employment/Health & Safety	Authority: ED
Originated: 1-11-16	Review: Biennial (Odd Years)
Amended:	Previously
Related Policies	•
Associated Documents	• ESA S.O. 2000, Part X
Implementation Procedures	•

Public Holidays (Statutory)

1. An employee's public holiday pay for a given public holiday shall be equal to the total amount of regular wages earned and vacation pay payable to the employee in the four work weeks before the work week in which the public holiday occurred, divided by 20.
2. If a public holiday falls on a day that would ordinarily be a working day for an employee and the employee is not on vacation that day, the employer shall give the employee the day off work and pay him or her public holiday pay for that day.
3. Exception: The employee has no entitlement under subsection (1) if he or she fails, without reasonable cause, to work all of his or her last regularly scheduled day of work before the public holiday or all of his or her first regularly scheduled day of work after the public holiday.
4. An employee and employer may agree that the employee will work on a public holiday that would ordinarily be a working day for that employee, and if they do, Subsection 1 not apply to the employee. Rather,
 - 4.1. the employer shall pay to the employee wages at his or her regular rate for the hours worked on the public holiday and substitute another day that would ordinarily be a working day for the employee to take off work and for which he or she shall be paid public holiday pay as if the substitute day were a public holiday; or
 - 4.2. if the employee and the employer agree, the employer shall pay to the employee public holiday pay for the day plus premium pay for each hour worked on that day.
5. A day that is substituted for a public holiday by the employee shall be,
 - 5.1. a day that is no more than three months after the public holiday; or
 - 5.2. if the employee and the employer agree, a day that is no more than 12 months after the public holiday.
6. If a public holiday falls on a day that would not ordinarily be a working day for an employee or a day on which the employee is on vacation, the employer shall substitute another day that would ordinarily be a working day for the employee to take off work and for which he or she shall be paid public holiday pay as if the substitute day were a public holiday.
7. If a public holiday falls on a day that would not ordinarily be a working day for an employee and the employee is on a leave of absence or on a layoff on that day, the employee is

entitled to public holiday pay for the day but has no other entitlement under this Part with respect to the public holiday.

8. If an employee receives premium pay for working on a public holiday, the hours worked shall not be taken into consideration in calculating overtime pay to which the employee may be entitled.
9. If the employment of an employee ends before a day that has been substituted for a public holiday under this Part, the employer shall pay the employee public holiday pay for that day.

SONICS Inc. - CKRZ Board Designated Holidays

1. Board Designated Holidays are those which are designated by the Board and are not the Public (Statutory) Holidays according to the ESA.
2. These shall only be paid to those employees whose regular hours of work would fall on a SONICS Inc. - CKRZ Designated Holiday closure.
3. The wages shall be paid, in these cases, at a rate equal to the regular hours worked during that day.
4. The Board shall review Board Designated Holidays annually. Additions to, or removal of any Board Designated Holidays shall be made known to employees in a notice no later than 30 days prior to date of the Board Designated Holiday.
5. Addition or removal of Board Designated Holidays are at the discretion of the Board and are not governed by the Employment Standards Act of Ontario or staff approval.
6. At the February 14, 2014 Duly Scheduled Board Meeting, the Board announced Board Designated Holidays of Solidarity Day, June 21st.

Holiday Closure Schedule

1. The Station shall close for the following holidays:
 - New Year's Day (P.H.)
 - Family Day (P.H.)
 - Good Friday (P.H.)
 - Easter Monday (P.H.)
 - Victoria Day (P.H.)
 - Solidarity Day (B.D.H.)
 - Canada Day (P.H.)
 - Civic Holiday (P.H.)
 - Labour Day (P.H.)
 - Thanksgiving Day (P.H.)
 - Christmas Day (P.H.)
 - Boxing Day (P.H.)

2. The Station office may be shut down on any given days between December 23rd and January 1st of each year at the discretion of the Board.
 - 2.1. The usual office shutdown will not include any paid holiday other than those of the Public Holidays.
 - 2.2. Seniority may be used in approving the alternate holiday request.
 - 2.3. Part-time hourly employees are paid wages for the three Public Holidays at a rate to which they are entitled. No other shut down wages shall be paid.
 - 2.4. Employees choosing to work make-up hours or lieu hours (when pre-approved) during a Holiday shall be compensated at a regular rate, and not a holiday rate of pay.
 - 2.5. The employer may schedule non-operational hours during this shut down.
 - 2.5.1. Any hours scheduled, outside of the Public Holidays, shall be considered regular hours of work and not qualified for any prorated wage increase.
 - 2.5.2. Salary employees choosing to work during the shutdown may take hours as lieu time and shall not qualify for over-time, unless they are scheduled over the forty hours required for over-time, or scheduled to work on one of the Public Holidays.
 - 2.5.3. All overtime rules shall apply, including the necessity for Board approval.

No: EHS13 Title: Vacation With Pay	
Type: Employment/Health & Safety	Authority: ED
Originated: 1-11-16	Review: Biennial (Odd Years)
Amended:	Previously:
Related Policies	•
Associated Documents	• ESA S.O. 2000, Part XI
Implementation Procedures	•

Right to Vacation

1. An employer shall give an employee a vacation of at least two weeks (FTE) after each vacation entitlement year that he or she completes.
2. Both active employment and inactive employment shall be included in calculating entitlements.
3. The employer shall do the following with respect to the stub period:
 - 3.1. The employer shall calculate the ratio between the stub period and 12 months.
 - 3.2. If the employee has a regular work week, the employer shall give him or her a vacation for the stub period that is equal to two weeks multiplied by the ratio calculated Section 1.
 - 3.3. If the employee does not have a regular work week, the employer shall give him or her a vacation for the stub period that is equal to $2 \times A \times$ the ratio calculated under Section 1, where, A = the average number of days the employee worked per work week in the stub period.
4. Vacation Leave shall be distributed to full-time and part-time employees according to the standard schedule below.

Length of Employment	Rate of Leave	Part Time Leave
Year 1 through end of Year 5	2 weeks	4% of Quarterly Hours
Year 6 through end of Year 10	3 weeks	6% of Quarterly Hours
Year 11 through end of Year 15	4 weeks	8% of Quarterly Hours
Year 16 through end of Year 20	5 weeks	10% of Quarterly Hours
Year 21 through end of Year 25	6 weeks	12% of Quarterly Hours
26 Years and Above	7 weeks	14% of Quarterly Hours

5. The Executive Director vacation may be negotiated between the Board and the E.D. but will grow by 1 day per year or 5 days per 5 years, whichever is stipulated within the contract.
6. The Vacation Leave distribution may be increased for Management, Executives, or other staff per negotiated contracts.

7. Any vacation not utilized during the entitlement period will not roll over to future employment periods provided the ED has not refused the request for a vacation leave made with no less than two weeks' notice prior to July 1st and the end of the Fiscal.
8. No pay out shall be made for unused credits of continuing employees providing a vacation request was not denied between July 1st and the end of the Fiscal.
9. All employees must give a minimum of two (2) weeks' notice of intention to take vacation (paid or unpaid) to the ED. An employer has the right to deny vacation leave if it is requested too late; other employees have already requested and been granted leave for the same period; or the request is at a peak time of service. Seniority of employees shall be used to determine vacation allowances, in the event of multiple requests for the same period. All decisions are final.
10. *Term* employees hired under a grant extending 12 weeks or less shall not be permitted to take Vacation leave, instead vacation pay shall be included within regular pay cheques.
11. *Fee for Service* do not qualify for any Vacation payments as they are not employees.
12. Where one or more than one Public or Board Designated Holidays occur during the vacation granted to an employee, the vacation days to which the employee is entitled shall be paid within the vacation period.
 - 12.1. The vacation shall then be extended by one day for each such holiday.
 - 12.2. The pay shall include the Public or Designated Holiday as well as the vacation wages to which the employee is entitled.
13. Any negotiations of salary per contracting shall override this schedule, but increases shall remain according to this schedule unless otherwise noted in the individual contracts per negotiation between the employee and the Board.
14. At the end of employment:
 - 14.1. All owed vacation pay shall be paid to the employee in a final cheque.
 - 14.2. This payout shall be prorated for salary and full-time hourly staff to the weeks worked and any required termination pay in lieu of notice.
 - 14.3. Final cheques may be held pending the return of all Station property (e.g. building keys, passcodes), but shall normally be paid according to the designated cheque run schedule.

Timing of Vacation

1. The employer shall determine when an employee shall take his or her vacation for a vacation entitlement year, subject to the following rules:
 - 1.1. The vacation shall be completed no later than 10 months after the end of the vacation entitlement year for which it is given.
 - 1.2. The vacation shall be a two-week period or two periods of one week each, unless the employee requests in writing that the vacation be taken in shorter periods and the employer agrees to that request.

Vacation Pay

1. An employer shall pay vacation pay to an employee who is entitled to vacation equal to at least 4 per cent of the wages, excluding vacation pay, that the employee earned during the period for which the vacation is given.
2. The employer shall pay vacation pay to the employee in a lump sum before the employee commences his or her vacation; or
3. If the employee does not take his or her vacation in complete weeks, the employer may pay the employee his or her vacation pay on or before the pay day for the period in which the vacation falls.
4. The employer may pay the employee vacation pay that accrues during a pay period on the pay day for that period if the employee agrees that it may be paid in that manner and,
 - 4.1. the statement of wages provided for that period sets out, in addition to the information required, the amount of vacation pay that is being paid separately from the amount of other wages that is being paid; or
 - 4.2. a separate statement setting out the amount of vacation pay that is being paid is provided to the employee at the same time that the statement of wages is provided.
5. The employer may pay the employee vacation pay at some other time agreed to by the employee.
6. If an employee's employment ends at a time when vacation pay has accrued with respect to the employee, the employer shall pay the vacation pay that has accrued to the employee.
7. Every employer shall be deemed to hold vacation pay accruing due to an employee in trust for the employee whether or not the employer has kept the amount for it separate and apart.

Vacation Statements

1. An employee is entitled to receive the following statements on making a written request:
 - 1.1. After the end of a vacation entitlement year, a statement in writing that sets out the information contained in the record the employer is required to keep.
 - 1.2. After the end of a stub period, a statement in writing that sets out the information contained in the record the employer is required to keep.
2. The statement shall be provided to the employee not later than the later of,
 - 2.1. seven days after the employee makes his or her request; and
 - 2.2. the first pay day after the employee makes his or her request.
3. If the request is made during the vacation entitlement year or stub period to which it relates, the statement shall be provided to the employee not later than the later of,
 - 3.1. seven days after the start of the next vacation entitlement year or the first vacation entitlement year, as the case may be; and

- 3.2. the first pay day of the next vacation entitlement year or of the first vacation entitlement year, as the case may be.
4. The employer is not required to provide a statement to an employee more than once with respect to a vacation entitlement year or stub period.

No: EHS14 Title: Equal Pay for Equal Work	
Type: Employment/Health & Safety	Authority: ED
Originated: 1-11-16	Review: Biennial (Odd Years)
Amended:	Previously:
Related Policies	•
Associated Documents	• ESA S.O. 2000, Part XII
Implementation Procedures	•

1. No employer shall pay an employee of one sex at a rate of pay less than the rate paid to an employee of the other sex when,
 - 1.1. they perform substantially the same kind of work in the same establishment;
 - 1.2. their performance requires substantially the same skill, effort, and responsibility; and
 - 1.3. their work is performed under similar working conditions.
2. Subsection (1) does not apply when the difference in the rate of pay is made on the basis of,
 - 2.1. a seniority system;
 - 2.2. a merit system;
 - 2.3. a system that measures earnings by quantity or quality of production; or
 - 2.4. any other factor other than sex.
3. No employer shall reduce the rate of pay of an employee in order to comply with subsection (1).
4. If an employment standards officer finds that an employer has contravened subsection (1), the officer may determine the amount owing to an employee as a result of the contravention and that amount shall be deemed to be unpaid wages for that employee.

No: EHS15 Title: Benefit Program	
Type: Employment/Health & Safety	Authority: ED
Originated: 1-11-16	Review: Biennial (Odd Years)
Amended:	Previously:
Related Policies	•
Associated Documents	• ESA S.O. 2000, Part XIII
Implementation Procedures	•

1. In this Part, “employer” means SONICS Inc. – CKRZ which may contract for benefits solely or in conjunction with a group unaffiliated employers, an association of employers, or Six Nations Elected Council to as the lead or an equal partner in relation to a pension plan, a life insurance plan, a disability insurance plan, a disability benefit plan, a health insurance plan or a health benefit plan.
2. In the event of SONICS Inc. – CKRZ contracting with the Six Nations Elected Council plans, SONICS Inc. – CKRZ remains the employer and will maintain a sub-group number to differentiate employees within the plan(s).
3. Except as prescribed, no employer or person acting directly on behalf of an employer shall provide, offer, or arrange for a benefit plan that treats any of the following persons differently because of the age, sex, or marital status of employees:
 - 3.1. Employees
 - 3.2. Beneficiaries
 - 3.3. Survivors
 - 3.4. Dependents.
4. No organization of employers or employees and no person acting directly on behalf of such an organization shall, directly or indirectly, cause or attempt to cause an employer to contravene subsection (1).

Workplace Safety & Insurance Board

This benefit is mandatory for all employees and is an employer paid premium. WSIB may pay compensation benefits to employees injured in the workplace.

Employment Insurance Premium

1. This benefit is mandatory for all employees.
2. Both employee and employer contributions are required.
3. Eligibility for EI is not set by SONICS Inc. – CKRZ. No guarantee of benefit compensation can be made by SONICS Inc. – CKRZ. EI Rules can be found at www.servicecanada.gc.ca

Canada Pension Plan (CPP)

1. SONICS Inc. – CKRZ participates in CPP.
2. All employees who qualify shall participate without choice, at the current CPP rate, with matched contributions paid by SONICS Inc. – CKRZ on their behalf.
3. All deductions and contributions shall be reported within the employee pay cheque and T4.
4. CPP Rules can be found at www.servicecanada.gc.ca

Pension Plan

At this time, SONICS Inc. - CKRZ does not participate in a Pension Plan beyond CPP.

Extended Health

At this time, SONICS Inc. – CKRZ does not participate in an Extended Health Plan.

No: EHS16 Title: Leave Requests	
Type: Employment/Health & Safety	Authority: ED
Originated: 1-11-16	Review: Biennial (Odd Years)
Amended:	Previously:
Related Policies	•
Associated Documents	• ESA S.O. 2000, Part XIV
Implementation Procedures	•

Sick Leave

1. Salaried, full-time, and part-time employees may qualify for sick leave if they are sick (temporarily) or disabled; under diagnosis/treatment of a physician or related medical agency through a physician's referral; or in treatment by a dentist or optometrist.
2. Full-time employees shall have a total of six (6) sick days available per year. Part-time employees have three (3) sick days available per year. These days are prorated over a one-year employment term
3. Sick Leave shall be tracked by the ED.
4. In order to take a paid or unpaid sick day, an employee must notify the ED no later than 8:00am for morning shifts and 11:00am for afternoon or evening shifts.
5. In order to take an extended Sick Leave (more than 2 consecutive days) an employee must provide a note from a qualifying physician listed in 2.1.
6. Sick Leave does not roll over from year to year nor can it be paid out.
7. In the event of extraordinary circumstances (e.g. treatment for cancer, severe accident) an employee may petition the Board for additional paid sick leave.
8. Employees may take Sick Leave for the care of immediate family members, providing that no other family can provide this care. No more than half the available Sick Leave may be used for this purpose. Immediate family is defined as parents (step, in-law, foster); sister and brother (step, in-law); spouse and common-law partner (current relationship); child (step, ward of the employee); grandparents (in-law, great); and any relative permanently residing in the employee's residence or with whom the employee resides. Employees may also choose to consider applying for Compassionate Care leave under www.servicecanada.gc.ca
9. After a period of two (2) years on extended sick leave or long term disability, the employee's position shall no longer be held following the second anniversary of their leave.

Worker's Compensation

The employer shall endeavour to reinstate the employee following all WSIB rules and regulations. A position shall be held for an employee for a period of two (2) years. After a period of two (2) years on Worker's Compensation Leave, the employer may request a physician statement of ability to return to work or the inability to conduct specific work or tasks assigned. When appropriate, AODA and the duty to Accommodate shall take precedence over Workers'

Compensation. All AODA compliance will be met prior to the determination that an employee's position shall no longer be held.

Personal Leave

1. Employees shall receive one-half (½) day Personal Leave every six (6) months. These may be taken for personal needs which do not qualify as sick leave (e.g. scheduled doctor or dental appointments) and not to extend vacation or sick leave.
2. The one (1) day annually may not be rolled over from year to year.

Pregnancy (Maternity) Leave

1. Definitions
 - 1.1. "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own, and "child" has a corresponding meaning.
 - 1.2. "spouse" means, a spouse as defined in section 1 of the *Family Law Act*, or either of two persons who live together in a conjugal relationship outside marriage. ("conjoint")
2. A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment.
3. An employee may begin her pregnancy leave no earlier than the earlier of,
 - 3.1. the day that is 17 weeks before her due date; and
 - 3.2. the day on which she gives birth.
4. Clause (3.2) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage.
5. An employee may begin her pregnancy leave no later than the earlier of,
 - 5.1. her due date; and
 - 5.2. the day on which she gives birth.
6. An employee wishing to take pregnancy leave shall give the employer,
 - 6.1. written notice at least two weeks before the day the leave is to begin; and
 - 6.2. if the employer requests it, a certificate from a legally qualified medical practitioner stating the due date.
7. An employee who has given notice to begin pregnancy leave may begin the leave,
 - 7.1. on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
 - 7.2. on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.
8. If an employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth, or miscarriage that occurs earlier than the due date, subsection (5) does not apply and the employee shall, within two weeks after stopping work, give the employer:

- 8.1. written notice of the day the pregnancy leave began or is to begin; and
- 8.2. if the employer requests it, a certificate from a legally qualified medical practitioner stating:
 - 8.2.1. in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date,
 - 8.2.2. in any other case, the due date and the actual date of the birth, still-birth, or miscarriage.
9. An employee's pregnancy leave ends:
 - 9.1. if she is entitled to parental leave, 17 weeks after the pregnancy leave began;
 - 9.2. if she is not entitled to parental leave, on the day that is the later of:
 - 9.2.1. 17 weeks after the pregnancy leave began; and
 - 9.2.2. six weeks after the birth, still-birth or miscarriage.
10. An employee may end her leave earlier than the day set out in subsection (9) by giving her employer written notice at least four weeks before the day she wishes to end her leave.
11. An employee who has given notice under subsection (10) to end her pregnancy leave may end the leave:
 - 11.1. on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
 - 11.2. on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.
12. An employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination.
13. Subsection (12) does not apply if the employer constructively dismisses the employee.
14. In order to return to work at the Station:
 - 14.1. The employee must give written notice forty-five (45) days prior to return to the Station; in order to inform any temporary or contract workers having filled the position during the leave.
 - 14.2. Failure to make notification in writing forty-five (45) days prior to return shall result in the loss of any held position.
 - 14.3. In the event that a lay-off has occurred, a loss of funding, or a restructuring rendering the employee's position unnecessary, no reinstatement shall occur.
 - 14.4. An employee on maternity leave must receive six (6) weeks leave after the actual delivery date. A shorter period may be granted only with physician approval.

Parental Leave

1. An employee (male or female) who has been employed by his or her employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay

following the birth of the child or the coming of the child into the employee's custody, care, and control for the first time.

2. An employee may begin parental leave no later than 52 weeks after the day the child is born or comes into the employee's custody, care, and control for the first time.
3. An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care, and control for the first time.
4. Subject to subsection (6), an employee wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin.
5. An employee who has given notice to begin parental leave may begin the leave:
 - 5.1. on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
 - 5.2. on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.
6. If an employee stops working because a child comes into the employee's custody, care, and control for the first time earlier than expected,
 - 6.1. the employee's parental leave begins on the day he or she stops working; and
 - 6.2. the employee must give the employer written notice that he or she is taking parental leave within two weeks after stopping work.
7. An employee's parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 37 weeks after it began, otherwise.
8. An employee may end his or her parental leave earlier than the day set out in subsection (7) by giving the employer written notice at least four weeks before the day he or she wishes to end the leave.
9. An employee who has given notice to end his or her parental leave may end the leave:
 - 9.1. on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
 - 9.2. on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.
10. An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination.
11. Subsection (10) does not apply if the employer constructively dismisses the employee.

Bereavement Leave

1. Paid bereavement leave is a Board Designated Leave and not required by the Employment Standards Act.
2. Bereavement Leave must be taken directly and not accrued for later use. Days stated below are for full-time or salaried employees. Part-time employees shall receive the prorated value

of paid leave which shall be assigned according to their standing Station work schedule. (e.g. During the five (5) days leave an employee who is scheduled for 3.5 days of work shall receive that 3.5 days of paid leave). The direct supervisor must have proof in order to pay out bereavement leave.

3. An employee must qualify for Bereavement Leave in order to receive paid leave. Qualification includes:
 - 2.1. Three months of continuous employment with SONICS Inc. – CKRZ;
 - 2.2. Family Member must be defined as an immediate Family Member;
 - 2.3. Leave may be taken on any of the normal working days that occur on the three days immediately following the day of the death; and
 - 2.4. The Station, as a compassionate First Nation employer, may choose to give additional time either paid or unpaid. This shall be described in the remainder of this policy.
4. When a member of the employee's immediate family dies, the employee is entitled to three (3) working days leave with pay. Immediate family is defined as parents (step, in-law, foster); sister and brother (step, in-law); spouse and common-law partner (current relationship); child (step, ward of the employee); grandchildren (in-law, great); grandparents (in-law, great); and any relative permanently residing in the employee's residence or with whom the employee resides who acts in one of those positions.
5. An employee is entitled to one (1) day with pay in the event of a death of a former spouse or common-law partner where there are minor dependents involved.
6. An employee is entitled to one (1) day leave for first cousins, aunts, uncles, nephews, and nieces. These may be related by marriage, adoption, or common-law. This is unpaid leave.
7. If a funeral is held outside the area, an extension of unpaid leave may be granted to allow for travel.
8. An employee is entitled to leave without pay for up to one day in the event of the death of any other relative or close friend.
9. Additional unpaid bereavement leave shall be considered by the ED if requested.

Education Leave

1. Education Leave should not be confused with Staff Training which is required of all Station employees. (See Employee Policies: Staff Training).
2. The employer shall work to schedule time with employees for their personal education and training needs.
3. In the event that examinations are scheduled at different times than regular classes, the employee should give a minimum of two (2) weeks' notice of schedule changes. If a schedule change can be arranged, the employee shall not lose hours during said week. However, if no schedule adjustment can be made, the employee shall receive the day off without pay. Confirmation of scheduling conflicts shall be required.

4. After five (5) years of continuous employment with SONICS Inc. – CKRZ, an employee may qualify for leave without pay for education and training. The employee may have up to one year of leave granted in which time their position shall be held.
5. Steps for Education Leave include:
 - 5.1. Submit in writing a request for leave no less than three (3) months prior to the anticipate leave date.
 - 5.2. The request shall be taken into consideration by the ED. If the request is by the ED, SONICS Inc. – CKRZ Board shall consider the request.
 - 5.3. A letter of response shall be given no more than three (3) weeks later. All decisions are final.
6. Steps for return after Education Leave include:
 - 6.1. The employee must give written notice forty-five (45) days prior to return to the Station. This duration is required to properly inform any temporary or contract workers currently in the position during the leave.
 - 6.2. Failure to make notification in writing forty-five (45) days prior to return may result in the loss of the position.
 - 6.3. In the event that a lay-off has occurred, a loss of funding or a restructuring rendering the employee's position unnecessary, no reinstatement shall occur.

Other Leaves

1. All employees have the right to *Time Off to Vote in Elections*. Employees shall be scheduled on election days so that they have at least four (4) consecutive hours to vote during the polling time. In the event that an extended work day is scheduled which shall not allow for voting (federal, provincial, municipal, or Six Nations election, or referendum), the employee shall be given a paid leave in order to vote and return to work which shall not exceed four (4) hours. The employee should return to work as soon as they have completed their polling, regardless of the maximum allowance of leave.
2. A paid leave of absence to *Appear as Court Witness or as Juror* shall be awarded without loss of benefits to any employee serving as a juror to a maximum of five (5) days or under subpoena to attend court or inquest as a witness for a maximum of three (3) days. No time shall be awarded for a criminal case in which the employee is the defendant. For any days which the employee has been paid by SONICS Inc. – CKRZ, any compensation received from the court for lost wages must be submitted back to the Station.
3. An employee is entitled to a *Family Medical Leave* of absence without pay of up to eight weeks to provide care or support to an individual described in subsection (3) if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of 26 weeks or such shorter period as may be prescribed. [See ESA for specific qualifications, details, and exemptions]

4. An employee is entitled to a *Family Caregiver Leave* of absence without pay to provide care or support to a Direct Family Member if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition. [See ESA for specific qualifications, details, and exemptions]
5. An employee who has been employed for at least 13 weeks and undergoes surgery for the purpose of *Organ Donation* is entitled to a leave of absence without pay. [See ESA for specific qualifications, details, and exemptions]
6. An employee who has been employed for at least six consecutive months is entitled to a *Critically Ill Child Care Leave* of absence without pay to provide care or support to a critically ill child of the employee if a qualified health practitioner issues a certificate that, states that the child is a critically ill child who requires the care or support of one or more parents; and sets out the period during which the child requires the care or support. [See ESA for specific qualifications, details, and exemptions]
7. An employee who has been employed for at least six consecutive months is entitled to a *Crime-Related Child Death or Disappearance Leave* of absence without pay:
 - 7.1. of up to 104 weeks if a child of the employee dies and it is probable, considering the circumstances, that the child died as a result of a crime.
 - 7.2. of up to 52 weeks if a child of the employee disappears and it is probable, considering the circumstances, that the child disappeared as a result of a crime.
 - 7.3. Providing the employee is charged with the crime or if it is probable, considering the circumstances, that the child was a party to the crime. [See ESA for specific qualifications, details, and exemptions]
8. An employee is entitled to an *Emergency Leave/Declared Emergencies Leave* of absence without pay if the employee will not be performing the duties of his or her position because of an emergency declared under section 7.0.1 of the *Emergency Management and Civil Protection Act*. [See ESA for specific qualifications, details, and exemptions]
9. An employee is entitled to a *Reservist Leave* of absence without pay if the employee is a reservist and will not be performing the duties of his or her position because,
 - 9.1. the employee is deployed to a Canadian Forces operation outside Canada;
 - 9.2. the employee is deployed to a Canadian Forces operation inside Canada that is or will be providing assistance in dealing with an emergency or with its aftermath; or
 - 9.3. the prescribed circumstances apply. [See ESA for specific qualifications, details, and exemptions]
10. *Leave Without Pay* may be granted for employees at the discretion of the direct supervisor and SONICS Inc. – CKRZ Board. The duration is at the discretion of the Board but may not exceed six (6) months. Conditions of return shall be spelled out, if Leave is approved, in a contract between SONICS Inc. – CKRZ and the employee.

11. As SONICS Inc. – CKRZ is an employer who regularly employs under 50 employees, there is no entitlement to *Personal Emergency Leave*. [See ESA for specific qualifications, details, and exemptions]
12. No employee may request or be granted a leave in order to hold office (federal, provincial, municipal, Six Nations).
13. No employee may request or be granted a leave in order to take on a permanent or temporary position outside of the Station.

Return to Work Program

1. When an employee has been on leave due to an Injury or Disability Leave, a Return to Work Program must be put in place prior to their return.
2. The ED shall be the responsible party for drafting this program and shall be assisted by the employee. The program may be informed by medical advice and the ED reserves the right to request a medical statement:
 - 2.1. Clearing the employee to return to work;
 - 2.2. Identifying if there are limitations (physical or other) on the employee or their duties; and
 - 2.3. Identifying if there are restrictions on hours of work.
3. Although the Return to Work Program shall be completed prior to the employees actual return to work, there may be a need to revisit the program during the first weeks of return to determine if additional phases to the program are needed, or if additional plans such as an Accommodation Plan is required.

General Provisions Concerning Leaves

1. During any leave described above, an employee continues to participate in each type of benefit plan that is related to his or her employment unless he or she elects in writing not to do so.
 - 1.1. Benefit Plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any prescribed type of benefit plan.
 - 1.2. The employer shall continue to make the employer's contributions for any plan participated in prior to the Leave unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.
 - 1.3. Continuous participation in plans does not apply in respect of an employee during a leave under Reservist Leave, unless otherwise prescribed.
2. An employee who is on leave may defer taking vacation until the leave expires or, if the employer and employee agree to a later date, until that later date if,
 - 2.1. under the terms of the employee's employment contract, the employee may not defer taking vacation that would otherwise be forfeited or the employee's ability to do so is restricted; and

- 2.2. as a result, in order to exercise his or her right to leave under this Part, the employee would have to,
 - 2.2.1. forfeit vacation or vacation pay, or
 - 2.2.2. take less than his or her full leave entitlement.
3. If an employee is on leave on the day by which his or her vacation must be completed, the uncompleted part of the vacation shall be completed immediately after the leave expires or, if the employer and employee agree to a later date, beginning on that later date.
4. An employee to whom this section applies may forego vacation and receive vacation pay in accordance with section 41 rather than completing his or her vacation under this section.
5. The period of an employee's leave under this Part shall be included in calculating any of the following for the purpose of determining his or her rights under an employment contract:
 - 5.1. The length of his or her employment, whether or not it is active employment.
 - 5.2. The length of the employee's service whether or not that service is active.
 - 5.3. The employee's seniority.
6. The period of an employee's leave shall not be included in determining whether he or she has completed a probationary period under an employment contract.
7. If a provision in this Part requires that an employee who takes a leave to provide care or support to a person take the leave in periods of entire weeks and, during a week of leave, an employee ceases to provide care or support,
 - 7.1. the employee's entitlement to leave continues until the end of the week; and
 - 7.2. the employee may return to work during the week only if the employer agrees, whether in writing or not.
8. If an employee returns to work, the week counts as an entire week for the purposes of any provision in this Part that limits the employee's entitlement to leave to a certain number of weeks.
9. Upon the conclusion of an employee's leave under this Part, the employer shall reinstate the employee to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.
10. Despite subsection (1), the employer of an employee who has been on leave under section 50.2 may postpone the employee's reinstatement until,
 - 10.1. a prescribed day; or
 - 10.2. if no day is prescribed, the later of,
 - 10.2.1. the day that is two weeks after the day on which the leave ends, and
 - 10.2.2. the first pay day that falls after the day on which the leave ends.
11. The employer shall pay a reinstated employee at a rate that is equal to the greater of,
 - 11.1. the rate that the employee most recently earned with the employer; and
 - 11.2. the rate that the employee would be earning had he or she worked throughout the leave.

Time off for Traditional Ceremonies & Religious Ceremonies

1. It is a personal obligation to honour traditional and religious ceremonies, and as such the responsibility lies with the individual alone to honour such ceremonies.
2. Any interested employee must give notice for consideration in alignment with all leaves policies.
3. All leaves are unpaid and will be approved based on the scheduling needs of CKRZ.
4. The review will also consider timing of the request and if multiple requests, seniority.
5. Employees may utilize any available vacation time they have accrued or accumulated lieu time for the time off.
6. Any request for altered schedule should be requested directly with the ED as to avoid any undue pressure placed on other staff to commit to a “swap” of shifts.
7. Requests for time off must be made no less than two weeks in advance to the employee’s supervisor.
8. On-air employees who want time off must assist in their own absence by preparing current material in advance for their shifts and time they are away. Pre-programmed material must be prepared during regular working hours.

No: EHS17 Title: <i>Performance Evaluations</i>	
Type: Employment/Health & Safety	Authority: ED
Originated: 1-11-16	Review: Biennial (Odd Years)
Amended:	Previously: D8 2-08-08
Related Policies	<ul style="list-style-type: none"> • GO10-S5: Committees of the Board • EHS5: Employment Records
Associated Documents	<ul style="list-style-type: none"> •
Implementation Procedures	<ul style="list-style-type: none"> • Appendix U: Committee Terms of Reference and Members

Every staff member shall be evaluated annually, which shall be done in a fair and consistent manner.

Timing of Evaluations

1. Initial evaluations must take place at the end of the first three (3) months of employment. A successful evaluation at this stage is necessary for continued employment and progression from probationary status. It is suggested that ongoing evaluations take place during the probationary period in order to assist employees experiencing problems and to improve their performance.
2. After the initial evaluation, annual evaluations shall occur between November and January.
3. Should an employee choose to transfer to another position, a closing evaluation should occur prior to transfer, but no longer than two (2) weeks after transfer so that the annual evaluation can occur on the new position only. The closing evaluation may be used in the Hiring Committee's considerations for transfer or in the retooling of the position or job description for future hires.

Evaluation Methods

1. A *formal written evaluation* shall be copied with one copy going to the employee and the original placed in the employee file. These evaluations shall remain with the file throughout the term of employment. The evaluation form must include:
 - 1.1. A ranked evaluation of tasks according to the standards of SONICS Inc. – CKRZ and the staff job description;
 - 1.2. A place for supervisor feedback;
 - 1.3. A place for employee evaluation of themselves;
 - 1.4. A place for employee feedback; and
 - 1.5. A place for supervisor and employee signatures.
2. If a job description is to be changed during evaluation year, the evaluation should reflect the changes to the position.

3. An *ongoing evaluation* may be conducted between evaluations if the supervisor believes it may assist in improving performance. A copy of the notes of the discussion or form (if used) shall go to the employee with the original to the employee file. This evaluation shall not be used in the annual review providing the desired outcome has been attained. If an informal evaluation is conducted it shall consists of:
 - 3.1. An interview; and
 - 3.2. A written report of the reason for the informal evaluation and the desired outcome.

Evaluation of the ED

1. The Board ED Evaluation and Hiring Committee has the primary responsibilities for hire and evaluation of the ED.
2. This Board Committee shall review all aspects of the ED's work to conduct a thorough evaluation.
 - 2.1. They may choose to inspect:
 - 2.1.1. Employment Records;
 - 2.1.2. Finance Records;
 - 2.1.3. Board Records;
 - 2.1.4. Care and Condition of the Collection on display and in storage; and
 - 2.1.5. Staff Evaluations and feedback.
 - 2.2. They may choose to interview:
 - 2.2.1. The ED;
 - 2.2.2. Staff;
 - 2.2.3. Directors; and
 - 2.2.4. Where appropriate, Customers.
3. A written self-evaluation shall be completed by the ED prior to the onset of the Committee evaluation process.
4. The Committee shall complete independent evaluation scales which shall be compiled into a mean average evaluation. This shall include:
 - 4.1. All interview responses;
 - 4.2. All Committee responses; and
 - 4.3. The ED's written self-evaluation.
5. All individual comments shall be destroyed by the President following evaluation completion, and kept confidential during the process. Only one final report shall be shared with the ED and Board. This final report shall be maintained in the employment file of the ED.
6. The final report shall be presented as Information to the Board by the ED Hiring and Evaluation Committee but not filed with the official minutes.

Evaluation of Employees with Disabilities

1. No employee shall be evaluated negatively as a result of having an Accommodation Plan, Emergency Plan, or other a disability which the employee has given notice of.
2. If notice has been given for an accommodation to be made, a clear plan shall include the expectations of work and methods of evaluation.
3. The employee holds the responsibility of ensuring that they understand the methods and techniques of evaluation. Should the employee be unsure of expectations and/or evaluation; and should they not request further explanation; the methods and techniques of evaluation shall stand.

No: EHS18 Title: <i>Disciplinary Procedures</i>	
Type: Employment/Health & Safety	Authority: ED
Originated: 1-11-16	Review: Biennial (Odd Years)
Amended:	Previously:
Related Policies	<ul style="list-style-type: none"> • EHS8: Responsibilities to the Employee/Employer Relationship • EHS19: Complaints Process • EHS20: Termination & Severance of Employment
Associated Documents	•
Implementation Procedures	• Appendix K: Lines of Authority

Preamble

1. It should be understood that the purpose of a disciplinary policy is to correct inappropriate actions (or inactions) of employees. All employees must be disciplined in a respectful way which shall aid in their growth as workers in and out of the Station.
2. All disciplinary actions and discussions must be recorded by the direct supervisor and then placed in the employee personnel file.
3. An employee has the right to request that a member of the Board or other employee be present during disciplinary discussions. Likewise, the direct supervisor may elect to have a member of the Board present during the disciplinary discussions with employees. By inviting other personnel into the meeting, all parties present are bound by confidentiality.
4. Disciplinary actions must be conducted according to set guidelines and use fair rules.
5. Ultimately termination is the last resort and not considered part of the disciplinary process.

Steps of Disciplinary Actions

The following steps are required by all supervisors. Use of this procedure should alleviate the need for termination of employees and aid in the growth of the employee to make required changes for successful employment.

1. **STEP ONE – Oral Warning:** The employer shall speak (in a suitable environment) with the employee. This conversation should outline:
 - 1.1. the inappropriate actions or inactions;
 - 1.2. the desired outcomes; and
 - 1.3. the means for correcting the behavior.

Although this is an oral warning, the direct supervisor shall make record of the disciplinary action and file it in the employee's file with a copy given to the employee. The employee should read and sign this record. Should they choose to not sign the record, the supervisor shall make note of this on the record.

2. STEP TWO – Written Warning: Again this action should take place in a suitable location for private discussion. It should include the three points outlined in Step One. There should also be a reasonable time stated for improving the disciplinary action. Finally, it should be noted that continuation of the action shall result in suspension or termination of employment. Again, a copy is given to the employee for review and signature, with a copy included into the employee’s personnel file.
3. STEP THREE – Final Decision: Once an employee has reached this state they have had at least two (2) warnings and discussions pertaining to their behavior. A day off without pay shall be given to the employee so that they may contemplate their future with SONICS Inc. – CKRZ. Upon returning they shall be scheduled to meet with their direct supervisor. In order to return to work they shall have to decide if they choose to continue working for SONICS Inc. – CKRZ and how they shall immediately resolve the problem behavior. They shall put this statement into written form, which shall be placed into the personnel file of the employee. Failure to meet this contract shall result in immediate termination.
In the case of Abandonment of Position, resignation is identified on the third day of missed work, regardless of missed opportunities for discussions.

Grounds for Discipline

The following list includes grounds for discipline. This list is not exhaustive.

- Insubordination not including a difference of opinion
- Neglect or dereliction of duty
- Lateness to work
- Leaving early from work without permission
- Regular requests to leaving early or arriving late
- Chronic absence
- Not completing the daily operations routine as specified in Staff Manual
- Unwillingness to work co-operatively with other employees resulting in other employees not being able to complete satisfactory work
- Violation of confidentiality
- Reporting to work or entering the building (when not on duty) under the influence of alcohol and/or drugs (non-prescribed)
- Theft, fraud, or misappropriation of funds or other property of SONICS Inc. – CKRZ
- Rudeness or disrespectful conduct towards other staff or the public
- Physical contact with the public including physical bullying or assault
- Poor performance due to lack of effort or ineffective work methods
- Failure to follow the Lines of Authority (See Appendix K)

Immediate Dismissal or Suspension

1. Immediate dismissal or immediate suspension of an employee shall occur when a concern for the safety of the public, other employees, or SONICS Inc. – CKRZ in general is questioned (violence, threats, theft, breach of confidentiality, sexual acts of any type, and severe cases involving the breach of the Code of Conduct).
2. The employee shall be informed that they are “Suspended pending investigation of his/her case”. Further that this suspension is a paid suspension until such time as the investigation is complete. The Board shall not hear any grievance pertaining to paid suspensions.
3. The employee’s key to the Station premises shall be turned over.
4. The employee shall be immediately removed from the premises.
5. The employee shall be informed that they must refrain from entering the premises as an employee or as a customer until such time as the investigation is complete.
6. The employee shall be informed that they must refrain from contact (e.g. physical, via technology, or via social media) with any and all employees throughout the investigation.
7. Written notification of suspension to the employee shall include:
 - 7.1. effective date;
 - 7.2. duration of the suspension; and
 - 7.3. reason for the suspension.
8. As a result of the severity of an immediate suspension or dismissal, the three (3) steps of disciplinary actions need not occur.
9. The direct supervisor may suggest immediate dismissal, but only the Board may take such actions.

Termination without Cause

1. The employer may terminate without cause at any time provided Notice is given or In Lieu of Notice pay is given. [See EH20].

No: EHS19 Title: <i>Complaints and Protests</i>	
Type: Employment/Health & Safety	Authority: ED
Originated: 1-11-16	Review: Biennial (Odd Years)
Amended:	Previously:
Related Policies	•
Associated Documents	•
Implementation Procedures	•

Use of Complaints or Protests

Complaints or Protests may be brought forward to the Board by an employee for the following reasons:

1. Inappropriate use of SONICS Inc. – CKRZ Employment Policy;
2. Inappropriate interpretation of SONICS Inc. – CKRZ Employment Policy;
3. Unfair or inconsistent use of SONICS Inc. – CKRZ Employment Policy;
4. Job Description dispute;
5. Performance Evaluation dispute; or
6. Disciplinary Report dispute

Restrictions of Complaints or Protests Process

An employee may not protest the following:

1. A paid suspension; or
2. The one day unpaid leave to consider their future employment with the Station which is to occur as the third (3rd) step in disciplinary action.

Protests Committee

1. The Protests Committee shall be comprised of at least three (3) members including the ED and the Board.
2. If the protest is with the ED actions or decisions, then the ED may not serve on the committee.
3. The decision of the committee is final.

Steps of Complaints or Protests:

1. There are no protests until such time as an employee’s direct supervisor has been notified of the issue and had sufficient time to settle the manner.
2. The employee shall notify the direct supervisor in writing of the issue. Only those provided in writing will be addressed.
3. A written response shall be made to the employee within three (3) regular working days by the direct supervisor.

4. If the issue is unresolved according to the supervisor response, then the complaint may become a formal protest and put into writing to the Board for review by a Protests Committee. The formal protest must be submitted no later than three (3) regular working days following the supervisor's response.
5. The statement of protest must clearly state the issue; the policy which the employee feels is in violation; and what the employee wants as an outcome to rectify the matter.
6. The President of the Board shall immediately strike a Protest Committee and the committee shall respond to the employee within five (5) working days of the notice.
7. The Committee shall set meetings no later than ten (10) days following the notification in which they shall investigate the grievance. Allowance for preapproved vacation and/or holidays shall be made. All parties involved are required to participate in requests for information.
8. Within three (3) working days after the meetings/interviews the Committee shall present their findings and recommendations to SONICS Inc. – CKRZ Board in Quorum. At this meeting the Board shall direct actions based on the Committee's findings.
9. Within five (5) working days after the meetings, a formal written decision shall be sent to all parties involved. This letter shall include actions, if any. All decisions of the Committee are final.
10. Regardless of decisions, no subsequent harassment, repercussions, or unfair advantages shall be taken against any employee of SONICS Inc. – CKRZ or members of the Board. If this occurs, the parties should immediately inform their direct supervisor or the direct supervisor of the employee and immediate action shall be taken.

No: EHS20 Title: Termination and Severance of Employment	
Type: Employment/Health & Safety	Authority: ED
Originated: 1-11-16	Review: Biennial (Odd Years)
Amended:	Previously:
Related Policies	•
Associated Documents	• ESA S.O. 2000, Part XV
Implementation Procedures	•

No termination without notice

No employer shall terminate the employment of an employee who has been continuously employed for three months or more unless the employer,

1. has given to the employee written notice of termination in accordance with the *Employer Notice Period* and the notice has expired; or
2. has complied with *Termination Pay in Lieu of Notice*.

What Constitutes Termination

An employer terminates the employment if,

1. the employer dismisses the employee or otherwise refuses or is unable to continue employing him or her;
2. the employer constructively dismisses the employee and the employee resigns from his or her employment in response to that within a reasonable period; or
3. the employer lays the employee off for a period longer than the period of a temporary lay-off.

Temporary lay-off

A temporary layoff is:

1. a lay-off of not more than 13 weeks in any period of 20 consecutive weeks;
2. a lay-off of more than 13 weeks in any period of 20 consecutive weeks, if the lay-off is less than 35 weeks in any period of 52 consecutive weeks and,
 - 2.1. the employee continues to receive substantial payments from the employer,
 - 2.2. the employer continues to make payments for the benefit of the employee under a legitimate retirement or pension plan or a legitimate group or employee insurance plan,
 - 2.3. the employee receives supplementary unemployment benefits,
 - 2.4. the employee is employed elsewhere during the lay-off and would be entitled to receive supplementary unemployment benefits if that were not so,
 - 2.5. the employer recalls the employee within the time approved by the Director, or

- 2.6. in the case of an employee who is not represented by a trade union, the employer recalls the employee within the time set out in an agreement between the employer and the employee; or
- 2.7. in the case of an employee represented by a trade union, a lay-off longer than a lay-off described in clause (1.2) where the employer recalls the employee within the time set out in an agreement between the employer and the trade union.

Employer Notice Period

The notice of termination shall be given,

1. at least one week before the termination, if the employee's period of employment is less than one year;
2. at least two weeks before the termination, if the employee's period of employment is one year or more and fewer than three years;
3. at least three weeks before the termination, if the employee's period of employment is three years or more and fewer than four years;
4. at least four weeks before the termination, if the employee's period of employment is four years or more and fewer than five years;
5. at least five weeks before the termination, if the employee's period of employment is five years or more and fewer than six years;
6. at least six weeks before the termination, if the employee's period of employment is six years or more and fewer than seven years;
7. at least seven weeks before the termination, if the employee's period of employment is seven years or more and fewer than eight years; or
8. at least eight weeks before the termination, if the employee's period of employment is eight years or more.

Period of Employment: included, excluded time

1. Time spent by an employee on leave or other inactive employment is included in determining his or her period of employment.
2. Despite subsection (1), if an employee's employment was terminated as a result of a lay-off, no part of the lay-off period after the deemed termination date shall be included in determining his or her period of employment.

Requirements During Notice Period

During a notice period, the employer,

1. shall not reduce the employee's wage rate or alter any other term or condition of employment;
2. shall in each week pay the employee the wages the employee is entitled to receive, which in no case shall be less than his or her regular wages for a regular work week; and

3. shall continue to make whatever benefit plan contributions would be required to be made in order to maintain the employee's benefits under the plan until the end of the notice period.

Pay Instead of Notice

An employer may terminate the employment of an employee without notice or with less notice than is required if the employer,

1. pays to the employee termination pay in a lump sum equal to the amount the employee would have been entitled to receive under section 60 had notice been given in accordance with that section; and
2. continues to make whatever benefit plan contributions would be required to be made in order to maintain the benefits to which the employee would have been entitled had he or she continued to be employed during the period of notice that he or she would otherwise have been entitled to receive.

Deemed Active Employment

If an employer terminates the employment of employees without giving them part or all of the period of notice required under this Part, the employees shall be deemed to have been actively employed during the period for which there should have been notice for the purposes of any benefit plan under which entitlement to benefits might be lost or affected if the employees cease to be actively employed.

Benefit Plan Contributions

If an employer fails to contribute to a benefit plan, an amount equal to the amount the employer should have contributed shall be deemed to be unpaid wages

Entitlement to Severance Pay

Because SONICS Inc. – CKRZ employs less than 50 employees, does not have a union, and does not have a payroll of \$2.5 million or more, no severance applies.

Return of Station Property

1. It is the responsibility of the employee to turn over all Station property to the ED on or before the last day worked. This includes but is not limited to:
 - 1.1. Keys to the premises;
 - 1.2. Station property on hand;
 - 1.3. Data or content; and
 - 1.4. Passwords or access.
 - 1.5. If the ED is unable to recover Station property from the terminated employee, police may be called and/or final cheque(s) may be held to cover any expenses;

- 1.6. Once expenses have been incurred, the Employee is liable (e.g. locks have been changed)
2. The employee may be billed for outstanding costs of not returning Station property.

No: EHS21 Title: Reprisal	
Type: Employment/Health & Safety	Authority: ED
Originated: 1-11-16	Review: Biennial (Odd Years)
Amended:	Previously:
Related Policies	•
Associated Documents	• ESA S.O. 2000, Part XVIII
Implementation Procedures	•

1. No employer or person acting on behalf of an employer shall intimidate, dismiss, or otherwise penalize an employee or threaten to do so, because the employee,
 - 1.1. asks the employer to comply with this Act and the regulations,
 - 1.2. makes inquiries about his or her rights under this Act,
 - 1.3. files a complaint with the Ministry under this Act,
 - 1.4. exercises or attempts to exercise a right under this Act,
 - 1.5. gives information to an employment standards officer,
 - 1.6. testifies or is required to testify or otherwise participates or is going to participate in a proceeding under this Act,
 - 1.7. participates in proceedings respecting a by-law or proposed by-law under section 4 of the *Retail Business Holidays Act*,
 - 1.8. is or will become eligible to take a leave, intends to take a leave or takes a leave; or
 - 1.9. because the employer is or may be required, because of a court order or garnishment, to pay to a third party an amount owing by the employer to the employee.
2. In any proceeding, the burden of proof that an employer did not contravene a provision set out in this section lies upon the employer.

No: EHS22 Title: <i>Volunteerism</i>	
Type: Employment/Health & Safety	Authority: ED
Originated: 1-11-16	Review: Biennial (Odd Years)
Amended:	Previously:
Related Policies	•
Associated Documents	•
Implementation Procedures	• Appendix E: Volunteer Application

SONICS Inc. – CKRZ is committed to the utilization of all available resources to further its goals. It has been demonstrated that volunteers can enrich station services and inform the public about station services. Within an effectively managed program, volunteers can perform tasks efficiently and responsibly.

1. Volunteers shall only be used by the Station to enrich or expand Station services or to free skilled paid staff for other duties. Volunteers shall not be used to replace paid employees.
2. The ED shall be responsible for selecting, interviewing, assigning, and terminating volunteers.
3. Each volunteer shall have a specific paid staff member to whom he or she reports and with whom to discuss problems.
4. Each volunteer shall be made aware of the Station’s rules and expectations.
5. In the event of an opening for a paid position on the Station staff, volunteers who apply for the position shall be evaluated on the same basis as all other applicants.
6. A volunteer shall perform his or her duties in the Station in the presence of at least one paid staff member or one Director of the Board.
7. When taking on the services of a volunteer or volunteers, the Station shall take steps to ensure that appropriate coverage such as liability insurance, has been obtained for the volunteer’s protection.
8. All volunteer applicants must complete an application form stating: date of application; name; address and telephone number; emergency contacts; days and time available; starting date; relevant education and/or experience; interests and skills; and a recent Criminal Record Check. *NOTE:* In special cases a criminal record check may be waived by the ED due to the duration and type of work being volunteered, or with a letter of support from a legal case worker or judge.
9. At the end of ten (10) hours of completed volunteer work, the volunteer shall be reimbursed for the cost of the Criminal Records Check according to CRC reimbursement rates.
10. Each volunteer selected to perform duties at the Station shall be required to sign a volunteer agreement and shall be provided with a volunteer job description.
11. The Station shall offer volunteer opportunities to individuals with disabilities without prejudice. As an organization which works with all members of the community, including the

vulnerable sectors and those with disabilities, we believe that all members of the community should be treated with respect and shall receive the best service possible. Likewise, the same level of respect shall be granted to the volunteers who have disabilities.

11.1. Any volunteer requiring an accommodation shall make notice to the ED. The ED is the responsible party for drafting the accommodation plan.

11.2. This plan shall be drafted and then shared with the volunteer for feedback before being finalized. Accommodations can be requested at any time during the volunteer relationship.

11.3. Accommodation Plans shall be reviewed annually by both the ED and volunteer. Should a change in position or situation occur, the plan shall be updated within four (4) employee working days of the new position or employee notice.

11.4. Should there be a supervisor of the employee other than the ED, that individual shall also be present on the review team.

11.5. The ED may discuss the outcome of the plan with other staff to determine who said plan is impacting their work environment.

12. Any volunteer who has a disability which may prevent them from easily exiting the building in an emergency shall have an Emergency Plan in place.

12.1. The ED shall develop this Emergency Plan with the assistance of the employee. Other staff may be involved in the development of the plan.

12.2. Training of all staff shall occur for every Emergency Plan.

12.3. An Emergency Plan shall be reviewed annually by both the ED and employee. Should a change in position or situation occur, the plan shall be updated within four (4) employee working days of the new position or employee notice.

No: EHS23 Title: <i>Fire Safety</i>	
Type: Employment/Health & Safety	Authority: ED
Originated: 1-11-16	Review: Biennial (Odd Years)
Amended:	Previously:
Related Policies	•
Associated Documents	• <i>Accessibility for Ontarians with Disabilities Act (AODA) S.O. 2005</i>
Implementation Procedures	• Appendix H: Emergency Evacuation Plan • Appendix J: Inspection Check List

Beyond any Annual Fire Inspection by qualified inspectors, the ED shall be responsible for monthly reviews of the Station. Included in these reviews are:

1. Posting of evacuation notices near exits, stair wells and on each floor (See Appendix H);
2. Monthly Safety Checklists (See Appendix J);
3. Monthly checking of fire extinguishers and notifying maintenance when a problem is discovered;
4. Monthly testing of emergency lights;
5. Monthly inspecting of exit signs;
6. Ensuring all fire doors are not propped open at any time;
7. Ensuring all fire exits are clear of blockage;
8. Contracting semi-annual vacuuming of all smoke detectors;
9. Requesting a qualified fire inspection of any and all structural renovations to the building prior to onset of project; and
10. Any Built Environment AODA requirements or alterations which would improve service under the AODA.

No: EHS24 Title: <i>Safety, Security, and Emergency Preparedness</i>	
Type: Employment/Health & Safety	Authority: ED
Originated: 1-11-16	Review: Biennial (Odd Years)
Amended:	Previously:
Related Policies	•
Associated Documents	•
Implementation Procedures	• Appendix H: Emergency Evacuation Plan • Appendix J: Inspection Check List

SONICS Inc. – CKRZ Board is committed to providing a safe and healthy work environment for staff, volunteers, and members of the public who visit the Station. The Board also acts to protect station property. The Directors, ED, and station staff share the responsibility to ensure a safe and secure workplace.

1. A Health and Safety Representative is required for every workplace employing one or more than one employee. The ED is the Representative.
 - 1.1. Providing that the Board maintains employment of fewer than twenty (20) employees only a Health & Safety Representative is required.
 - 1.2. At such time as employment reaches or exceeds a regular complement of twenty (20) employees; the ED is responsible to establish a Health & Safety Committee and a Health & Safety Policy Committee.
2. The Board ensures that funding, time, and resources are dedicated to training the staff in safety, security, and emergency procedures.
3. The Board requires each individual staff member to take responsibility for his or her own health and safety, as well as that of the user. Each person shall take initiative on health and safety issues and shall work to solve problems and make improvements on an ongoing basis.
4. The ED develops safety programs that include procedures, implementation plans, enforcement, and reporting for:
 - 4.1. Safe work practices, interior and exterior inspections, fire inspections, WHMIS, ergonomics, and harassment;
 - 4.2. Events that compromise the safety and health of staff and the public, including bomb threats, harmful, abusive and dangerous behaviour by individuals, and medical emergencies;
 - 4.3. Crime prevention, including theft, vandalism, and drug dealing and/or use; and
 - 4.4. Disasters, including fire and flood, that threaten collections, furniture, and equipment.
5. Emergency Evacuation Plan
 - 5.1. The Emergency Evacuation Plan shall be developed by the ED and be posted throughout the building.
 - 5.2. Staff will be familiar with the Emergency Evacuation Plan, and practice drills at least three

- (3) times per year.
- 5.3. At any given time any number of people with visible and unknown disabilities could be in the building. The Emergency Evacuation Plan shall take into consideration people who may not be able to evacuate in a quick and safe manner. This plan will include safe rooms where people can wait in a fire for assistance by first responders or rooms which can be locked down in the event of a violent altercation.
 - 5.4. For specific policies pertaining to Staff Emergency Plan(s) see OE4: Responsibilities to the Employee/Employer Relationship.
 6. The Station cooperates with other agencies responsible for health and safety and local emergency preparedness and often takes the lead on announcements on behalf of local, regional, provincial, or federal bodies.

No: EHS25 Title: <i>Working Alone</i>	
Type: Employment/Health & Safety	Authority: ED
Originated: 1-11-16	Review: Biennial (Odd Years)
Amended:	Previously:
Related Policies	•
Associated Documents	•
Implementation Procedures	• Appendix Q: Work Alone Program

1. Working alone describes a situation where a person is the only worker in the Station, or where the worker does not have direct contact with a co-worker.
2. It is the preference of the Board to have at least two staff in a building during each shift but acknowledges that this may not always be possible due to funding, scheduling conflicts, and sick leave/vacations.
3. The Board directs the ED to develop a plan for working alone which shall be distributed within the Staff Manual. The plan identifies the occupational hazards, procedures for personal safety, special training, and securing emergency assistance in the event of an incident when working alone. In addition:
 - 3.1. All workers shall be made aware of potential risks and shall be trained on procedures when working alone;
 - 3.2. Workers shall not work alone in the Station without the prior consent of the ED;
 - 3.3. No student, volunteer or youth worker (under 18) shall be allowed work alone in the building; and
 - 3.4. Staff including youth workers may work alone providing the ED makes arrangements for a non-staff designate to be present for assistance. This may include a Director and shall be at the discretion of the ED.
 - 3.5. See Appendix Q for the Work Alone Program.
4. It is the responsibility of the individual worker to ensure they understand the procedures in place to ensure their safety and security. This includes:
 - 4.1. Understanding how to use the 2 security panels;
 - 4.2. Familiarity with the panic button(s);
 - 4.3. Knowledge of the proper procedures for closing the building at the end of the night; and
 - 4.4. Knowledge of how to access the security video to inspect the facility visually from monitors.

- 1.2. An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or
- 1.3. A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.
2. Violence in the workplace may include:
 - 2.1. Verbally threatening to attack a worker;
 - 2.2. Leaving threatening notes or sending threatening e-mails to the workplace;
 - 2.3. Shaking a fist in a worker's face;
 - 2.4. Hitting or trying to hit a worker;
 - 2.5. Throwing or kicking an object; or
 - 2.6. Sexual aggression against a worker.
3. Violence in the Station or on station property also includes:
 - 3.1. Intentionally or recklessly damaging of the property of another person;
 - 3.2. Intentionally causing alarm;
 - 3.3. Recklessly creating a risk by fighting;
 - 3.4. Creating a hazardous condition or danger by recklessly engaging in conduct; which creates a substantial risk of serious physical injury;
 - 3.5. Intentionally placing or attempting to place another person in fear of imminent serious physical injury; or
 - 3.6. Wielding a weapon.

Responsibility and Response

1. The Board is responsible to do everything reasonable to ensure a violence free workplace for all staff and Directors.
2. The ED must develop and maintain a workplace violence program. (See Appendix N). The program shall set out:
 - 2.1. A process for assessing the risk of violence in the workplace;
 - 2.2. Measures to control risk including those from domestic violence;
 - 2.3. Procedures for reporting incidents of violence; and
 - 2.4. The process for dealing with, and investigating, violent incidents and complaints.
3. The ED shall ensure all current and new staff receive information and are trained on Workplace Violence issues including:
 - 3.1. How the staff may be exposed to workplace violence;
 - 3.2. How the staff should communicate incidents;
 - 3.3. Means of prevention of workplace violence including contributing factors; and
 - 3.4. The responsibility to make notification of personal or domestic situations which could enter the Station.

4. All reports shall be thoroughly investigated by the ED. If the ED is involved in the investigation, either as the complainant or the accused, the Board President shall lead the investigation.
5. Physical or sexual assault or threat of physical violence shall be reported to the police.
6. SONICS Inc. – CKRZ shall provide staff with information on the risk of violence in the Station and training workshops on a periodic basis addressing concerns such as “dealing with difficult people.”
7. Anyone experiencing or witnessing imminent danger or actual violence involving weapons or personal injury should call the police.
8. Workplace violence should be reported immediately to the most senior staff member available. In the event of staff working alone, the police should be contacted as well as the ED. [See Appendix Q]
9. Staff is encouraged to report behaviour that they reasonably believe poses a potential for violence as described above.
10. The ED, at the request of staff or the Board, or at his/her own discretion, may prohibit members of the public, including family members, from seeing staff on station property in cases where the ED, staff, or the Board suspects that an act of violence, shall result from an encounter with said individual(s).
11. This policy shall be:
 - 11.1. Reviewed annually by the Board;
 - 11.2. Posted in the staff room and within the Staff Manual along with the Violence Prevention Program – See Appendix N; and
 - 11.3. Posted on the Station’s website.

Confidentiality and False Reports

1. All investigations shall be conducted in strict confidence to the extent possible. The Staff and Directors acknowledge that disclosure to additional staff or the Board may be required to prevent workplace violence. Privacy may be waived by the ED in order to ensure the safety of the staff, volunteers and Directors. Documents shall be stored in the Personnel Files and access to these records shall be restricted.
2. Staff who is found to have made false or malicious complaints shall be subject to disciplinary action which may include suspension or termination.

No: EHS27 Title: <i>Discrimination and Harassment</i>	
Type: Employment/Health & Safety	Authority: ED
Originated: 1-11-16	Review: Biennial (Odd Years)
Amended:	Previously:
Related Policies	<ul style="list-style-type: none"> • EHS18: Disciplinary Procedures
Associated Documents	<ul style="list-style-type: none"> • <i>Occupational Health and Safety Act</i> R.S.O. 1990, CHAPTER O.1 • <i>Bill 168</i>: An Act to amend the Occupational Health and Safety Act with respect to violence and harassment in the workplace and other matters. S.O. 2009 Chapter 23 • <i>Workplace Violence and Harassment: Understanding the Law</i>. Occupational Health and Safety Branch. Ministry of Labour, March 2010.
Implementation Procedures	<ul style="list-style-type: none"> • Appendix O: Workplace Discrimination & harassment Program

Preamble

SONICS Inc. – CKRZ recognizes the dignity and worth of every person and is committed to providing a workplace free from discrimination and harassment and ensuring that any complaint is resolved quickly and with fairness and confidentiality. It is for this reason that this policy is considered a Health & Safety Policy, and not an employment issue.

Workplace discrimination or harassment shall not be tolerated from any person in the Station including the ED, Directors, staff, volunteers, customers, and their family members.

As an Employer, the SONICS Inc. - CKRZ Board has deemed the *Ontario Human Rights Code*, *Ontario Occupational Health and Safety Act*, and the *Workplace Violence and Harassment* as relevant to providing good service in a First Nation community, and therefore upholds the Act as described below.

Discrimination

1. SONICS Inc. – CKRZ adheres to *Ontario Human Rights Code* with respect to rights of freedom from discrimination in employment: *“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,*

family status or disability". HRC R.S.O. 1990, CHAPTER H. 19 s. 5.1

2. Discrimination may include abuse of authority or position of power as follows:
 - 2.1. To endanger a staff member's job;
 - 2.2. To undermine the performance of that job;
 - 2.3. To threaten the economic livelihood of the staff member; or
 - 2.4. To interfere with or influence the career of the staff member in any way.

Harassment

1. SONICS Inc. – CKRZ recognizes the definition of harassment as set out in the Ontario *Human Rights Code* and the *Occupational Health and Safety Act* both of which define harassment as engaging in a course of vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome.
2. The Ontario *Human Rights Code* and the *Canadian Human Rights Code* prohibit harassment in the workplace on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, or disability.
3. The *Occupational Health and Safety Act* does not prescribe the nature of harassment however, prohibited harassment in the Station workplace includes that which is personal in nature and not based on identification with a recognized group.
4. Harassment may include:
 - 4.1. Making remarks, jokes or innuendos that demean, ridicule, intimidate, or offend;
 - 4.2. Displaying or circulating offensive pictures or materials in print or electronic form;
 - 4.3. Bullying;
 - 4.4. Repeated offensive or intimidating phone calls or e-mails;
 - 4.5. Inappropriate sexual advances, suggestions or requests; or
 - 4.6. Unwanted repeat advances or requests for dating.
5. Uninvited sexual touching shall be considered assault and reported to police.

Responsibilities and False Reports

1. The ED must develop and maintain a workplace discrimination and harassment program. The program shall set out:
 - 1.1. Procedures for reporting incidents of workplace discrimination and harassment; and
 - 1.2. The process for dealing with and investigating complaints.
2. Staff who is found to have made false or malicious complaint(s) shall be subject to disciplinary action which may include suspension or termination.
3. This policy shall be:
 - 3.1. Reviewed annually by the Board; and
 - 3.2. Posted in the staff room and in the Staff Manual along with the Workplace Discrimination and Harassment Program.

No: EHS28 Title: <i>AODA Requirements and Employment of Individuals with Disabilities</i>	
Type: Employment/Health & Safety	Authority: ED
Originated: 1-11-16	Review: Biennial (Odd Years)
Amended:	Previously:
Related Policies	•
Associated Documents	• <i>Accessibility for Ontarians with Disabilities Act (AODA) S.O. 2005</i>
Implementation Procedures	•

Preamble

The Board shall offer employment to individuals with disabilities without prejudice. As an organization which works with all members of the community, including the vulnerable sectors and those with disabilities, we believe that all members of the community should be treated with respect and shall receive the best service possible. Likewise, the same level of respect shall be granted to the staff who have disabilities.

Notice of Accommodations

1. Any employee requiring an accommodation shall make notice to the ED.
2. The ED is the responsible party for drafting the accommodation plan. This plan shall be drafted and then shared with the employee for feedback before being finalized.
3. Accommodations can be requested at any time of the employment.

Accommodation Plans

1. Accommodation Plans shall be reviewed annually by both the ED and employee. Should a change in position or situation occur, the plan shall be updated within four (4) employee working days of the new position or employee notice.
2. Should there be a supervisor of the employee other than the ED, that individual shall also be a member of the process with the ED and employee.
3. The ED may choose to discuss the specifics of the Accommodation Plan with other staff in order to:
 - 3.1. Determine how the plan is impacting the general work environment;
 - 3.2. Determine how best to implement the plan; and
 - 3.3. To identify a more responsible plan.

Evaluation of Performance Reviews

Any individual having an Accommodation Plan in place shall have an accommodated performance review which ensures that the accommodation plan shall not negatively impact the evaluation and promotion process.

Emergency Plans

1. Any individual who has a disability which may prevent them from easily exiting the building in an emergency shall have an Emergency Plan in place.
2. The ED shall develop this Emergency Plan with the assistance of the employee. Other staff may be involved in the development of the plan.
3. Training of all staff shall occur for every Emergency Plan.
4. An Emergency Plan shall be reviewed annually by both the ED and employee.
5. Should a change in position or situation occur, the plan shall be updated within four (4) employee working days of the new position or employee notice.