



Indigenous Sport & Wellness Ontario

Personnel Policy

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1. HISTORY OF INDIGENOUS SPORT & WELLNESS ONTARIO

Introduction to the **Indigenous Sport & Wellness Ontario**

The Indigenous Sport & Wellness Ontario (“ISWO” or the “Organization”) is a not-for-profit corporate body incorporated pursuant to the Corporations Act of Ontario whose purpose is the promote and advance the physical, emotional, spiritual and mental wellness of Indigenous peoples in Ontario, through their greater participation in sport and recreational activities. As the Provincial Territorial Aboriginal Sport Body (“PTASB”) for Ontario, ISWO provides input and services with respect to the North American Indigenous Games, National Aboriginal Hockey Championships and other regional, provincial and national events and programs and provides training, certifications and support for coaches, athletes and other organizations in each of the provinces 6 designated geographical regions: Northwest, North Central, Northeast, Central, Southeast and Southwest Ontario.

Our Vision

Active and healthy Indigenous peoples, families and communities in Ontario.

Our Mission

Enhance the physical, emotional, mental, spiritual, cultural and social well-being of Aboriginal peoples of Ontario through physical activity, recreation and sports activities.

2. APPLICATION OF POLICIES

POLICY:

1. All ISWO employees are to be presented with a copy of these policies (the “Policies”), who will be required to review them and thereafter sign a letter confirming their understanding and compliance with the Policies.

PROCEDURE:

1. A copy of these Policies is to be provided to all ISWO employees, and the employees are to review the Policies and upon completion of such review all employees will sign a statement of understanding confirming they have received, read and understood the policies. These Policies are to be reviewed annually by all ISWO employees, or anytime that revisions are made to the Policies, with a corresponding Statement of Understanding signed by these employees.

2. The Policies apply to all ISWO employees. Any ISWO employee who fails to observe the terms and conditions of these Policies as approved by ISWO's Board of Directors (“ISWO's Board”) will be subjected to the disciplinary actions outlined within the Statement of Understanding and within the Policies, including warnings, suspension and/or dismissal.

3. These Policies will supersede any previous policies and will have full force and effect when they have been approved by resolution of ISWO's Board.

3. EMPLOYEE STATUS DEFINITION

POLICY:

1. For the purposes of these policies, the following definitions regarding ISWO's employee's status will apply as necessary:

- a) "Contract Employee" means any employee who has been hired to perform a specific job for a specific amount of money under a contract of employment.
- b) "Full Time Employee" means any employee who has successfully completed his or her period of probation and whose normal work week is 37.5 hours per week.
- c) "Part-Time Employee" means any employee whose normal work week is less than 37.5 hours per week but more than ten (10) hours per week.
- d) "Permanent Employee" means any Part-Time, Full-Time or Student Employee, who has successfully completed his or her period of probation and will be employed by the Organization with no predetermined end date to employment.
- e) "Probationary Employee" means any new employee who has been hired pursuant to this Policy and whose continued employment with ISWO is dependent upon the successful completion of a period of probation specified within their contract
- f) "Student Employee" means any employee who normally attends school on a full or part time basis who is hired by ISWO on a part time or full time temporary basis.
- g) "Trainee" means any person from a college, university or other facility who is on a job placement and whose hours of work are established by some outside body."
- h) "Casual Employee" means a person who is hired on an as needed basis and is not eligible for employee benefits

2. EMPLOYEE SELECTION AND ASSIGNMENT

POLICY:

1. All vacant positions within ISWO that are required to be filled will be staffed by the best qualified candidates selected and appointed on the basis of education, knowledge, abilities, sustainability, and when appropriate, aboriginal identity and residency, within the framework of current legislation, equal opportunity, fairness of employment, budgetary limitation and organizational needs.

PROCEDURE:

1. An employee position becomes available in one of the following ways:
 - a) a new position is created; or
 - b) an existing employee terminates his or her employment and it is decided to fill the vacant position.
2. When a position becomes available, the Executive Director or supervisor will:
 - a. prepare copies of the approved job description;
 - b. post the position internally, in the Organization's head office and regionally via email, for 7-10 days;
 - c. post and reasonably advertise the position to the general public; and
 - d. establish a procedure along with a schedule for the review of applications, and compile interview questions.
3. The timeframes contained in paragraph 2 of this section may be extended as determined by the Executive Director.
4. The interview process will be conducted by the Organization's Interview Committee, which may include, no less than two, of the following, depending on the level of position being posted:

LEVEL OF POSITION	INTERVIEW PANEL
Clerical/Student	Senior Manager/Other Supervisors
Regional Coordinator	Senior Manager/Executive Director
Manager	Executive Director/Executive Board
Specialty (consultant/other)	Senior Manager/Executive Director
Senior Manager	Executive Director/Executive Board
Executive Director	ISWO's Board

5. All applications for employment received by the Organization will be directed to the applicable manager and reviewed and screened as to suitability for the position by the Interview Committee. If the Interview Committee does not believe that there are any suitable candidates it may recommend that further advertisement of the position should occur.
6. Qualified and suitable internal candidates shall be given preference over external candidates.
7. The Manager will arrange to interview any or all of the qualified candidates.
8. All interviews are to be conducted by the Interview Committee and all applicants interviewed will be asked a standard set of questions, with a pre-determined scoring matrix, to be drawn up from the requirements of the position.
9. The successful candidate will be recommended by consensus of the Interview Committee and where possible, a second candidate will be agreed upon in case the first candidate is unable or unwilling to accept the position offered.

10. All copies of the scoring matrix and notes gathered by the Interview Committee during the interview will be stored in the event of any disputes brought forth by candidates not selected for the position.
11. All persons interviewed will be notified in writing of the decision in respect of their application within two weeks after the interviews have been completed.
12. The suitability of a candidate for employment will be based upon the applicant's education, experience, work history, references, attitude and present ability. All qualifications being equal, preference will be given to persons of Indigenous descent (First Nations, Inuit and Metis).
13. The successful candidate will be offered employment verbally and in writing, with a requirement that the successful candidate notify ISWO of his/her decision within one (1) week of the date of the said offer.
14. In the event a member of the Interview Committee is related to a job applicant or a conflict of interest exists, that member must refrain from participating in the interview process.
15. Employment references must be completed and documented prior to issuing any offer of employment. Final employment must be made subject to receipt of satisfactory reference checks of the successful candidate.
16. Employment references are to be conducted by the Manager or his or her designate and will involve contact with at least two previous employers, with one being the most recent employer if authorization is given by the applicant.
17. All prospective employees will need to provide a Criminal Record check. Those who will be serving vulnerable populations must submit a satisfactory Vulnerable Sector search, within fourteen (14) days of accepting an offer of employment (a "vulnerable person" is defined as any person who because of their age or diminished mental capacity and/or physical state is at heightened risk of harm to their health and wellbeing, and is less capable of protecting themselves from risk). In the event that an ISWO employee is charged and/or convicted of a criminal offence relating to that employee's job duties, the employee must immediately disclose this information to their manager
18. All employees must submit proof of qualifications as determined by job description (i.e. driver's license, diploma/degree) following the offer of employment and prior to the start of employment.
19. In accordance with Ontario's Human Rights Code, ISWO will not discriminate in its personnel practices on the sole basis that the prospective employee is related to a current or former ISWO employee. Notwithstanding, the following issues must be considered before selecting a candidate who is related to a current or former ISWO employee:
 - a) Ensure the candidate is qualified for the position.
 - b) Compare the candidates qualifications to those of the other candidates for the said position.
 - c) Ensure the candidate was selected in accordance with ISWO's recruitment and selection policies.
 - d) It is not recommended that the candidate be in a direct reporting relationship, either subordinate or supervisory, to the relative who is a current ISWO employee.

20. Full-Time Employees of ISWO are not permitted to have any additional employment or enter into contracts of outside employment without the prior knowledge and consent of the Executive Director, and if consent is so provided, such additional employment or contracts of employment will not interfere, or pose a conflict of interest, with the Full-Time Employees' performance of their employment duties with ISWO.

5. STUDENT PLACEMENT

POLICY:

ISWO accepts students for placement for the purpose of providing workplace experiences.

RATIONALE:

ISWO believes in providing workplace experiences to students who may become future employees of the organization. Professional growth and development is enhanced when employees have the opportunity to act as mentors for students. As such, employees will work collaboratively with students.

PROCEDURE:

1. Managers will determine student placement needs of their programs and/or services; organize interviews and make placement decisions.
2. The organization will designate the manager who will be the contact person with the educational institution.
3. A contract outlining the terms and conditions of student placements will be agreed upon and signed between the Organization, the educational institution and the student
4. The Organization and the educational institution's placement official will coordinate the requirements for placement including:
 - a. Level of training necessary to fulfil duties related to the placement;
 - b. Methods by which assignments will be determined;
 - c. Supervision requirements for the students, including performance appraisal format and process;
 - d. Methods and frequency for communication between the educational institution's placement official and the Organization's designated manager; and
 - e. Requirements for student records which can include contracts between the student, educational institution and the Organization, attendance, progress notes and collaboration on the performance appraisal.
5. Students will be considered for placement by ISWO if they meet the following criteria and submit the required information at least two weeks prior to the placement:
 - a. Reference checks including a character reference by an individual who has known him/her for at least two years;
 - b. Criminal Records Check; and

- c. Up-to-date resume, name, and, if applicable, contact information from the student's most recent placement.
- 6. Upon placement the student will:
 - a. Sign the Conflict of Interest and Oath of Confidentiality, receive and read the policies, sign the Statement of Understanding and undergo orientation.
- 7. The Manager will maintain student files including all relevant information.

6. ACCESSIBILITY STANDARDS POLICY

POLICY:

ISWO is committed to ensuring equal access and participation for people with disabilities and is committed to treating people with disabilities in a way that allows them to maintain their dignity and independence. This policy will be put into practice as required by the Accessibility for Ontarians with Disabilities Act. ISWO will meet the needs of people with disabilities by removing and preventing barriers to accessibility and by meeting the Organization's accessibility requirements under all applicable Ontario accessibility laws. This policy is compatible with the Anishinaabe enawendiwin, which involves an all-inclusive relationship with all of our relations and compatible with the 7 Grandfather Teachings, particularly manaji'itiwin (Respect).

PROCEDURE:

1. The Organization will ensure that all communications with a person with a disability are conducted in a manner which respects their dignity and independence. When asked, the Organization will provide information about ISWO and its services in accessible formats or with communication supports. The Organization, where reasonably possible, will also accommodate its employees requiring communication aids and other personal assistive devices during their employment with ISWO. These include wheelchairs, canes, walkers, visual or audio equipment, speech amplifiers, etc.
2. ISWO believes in equal opportunities for employment and will notify employees, potential hires and the public that accommodations can be made during recruitment and hiring.
3. All employees of ISWO will consult with people with disabilities to determine their reasonable information and communication needs (interpreter, sign language, communication board, telephone relay, printed material in large font or via email, etc.)
4. ISWO will provide supports where reasonably possible for those with disabilities and develop reasonable individual accommodation plans, including customized emergency information to help an employee with a disability during an emergency. Employees are responsible for notifying management of any changes in their accommodation or emergency plan as soon as possible.
5. ISWO health and safety personnel and building maintenance personnel will receive a copy of the individual's plan (with the employee's consent) in the event of an evacuation

6. ISWO will provide reasonable levels of Accessibility Standards Training in accordance with the provisions of the Accessibility for Ontarians with Disabilities Act ("AODA") to all staff, volunteers, students etc.(the "Organization's Staff") as part of their orientation and annually thereafter. This training will include web-based videos provided by the Human Rights Commission ("OHRC"), including the AODA. Reasonable customer service and information and communication standards will be included. All members of the Organization's Staff will sign a confirmation of completion of training.

7. ISWO will provide reasonable, advanced notification to its stakeholders, funders, community members, clients, the Organization's Staff and the public when there is a temporary disruption in the availability of services and facilities used by individuals (i.e. temporary loss of elevator service), its anticipated duration and alternative options if available (i.e. employees working from home or meeting clients in an alternative location). Notification of service or facility disruptions may be offered in a variety of methods, depending on the circumstances and can include posting signs, communicating via website, phone, etc.

8. ISWO will welcome all peoples with disabilities who are accompanied by a support person.

9. ISWO will welcome people with disabilities who are accompanied by a service animal on parts of the premises that are open to the public (lobby, hallways, outdoor grounds, offices, meeting rooms etc.), but will not be permitted in areas where food preparation is underway or otherwise prohibited by law. The individual is responsible for the care, supervision and control of their service animal at all times while on the premises. Members of the Organization's Staff will not talk to or touch the service animal while it is working.

10. ISWO will provide clients, the Organization's Staff and the public a feedback form from the website or from the Organization's office and can be made available in alternate formats or methods of receiving feedback when requested. ISWO will use this information to improve the Organization's services. The form provides the option of having ISWO's quality assurance administrator contact the individual for further discussion and follow-up.

7. PROBATION

POLICY:

1. In order for ISWO to employ the best candidates for positions within the organization, and to ensure that such candidates are able to fully contribute to the goals and objectives of the Organization, all new employees will start their employment with ISWO on a probationary period.

PROCEDURE:

1. The first day of employment will be deemed to be the date of commencement of employment.

2. Every new ISWO employee (the "Probationary Employee") hired for a position will be on probation for a period of three (3) months or up to a maximum of six (6) months, (the "Probationary Period") during which period the Probationary Employee's performance will be assessed and a written

evaluation provided at the end of the Probationary Employee's Probationary Period. A Probationary Employee's employment beyond the Probationary Period will be based upon the written evaluations of that Probationary Employee's performance.

3. Prior to the end of the Probationary Period ISWO's Executive Director may, based on the evaluations, make a decision to release the Probationary Employee from his or her position, to offer the Probationary Employee a full time position, or to extend the Probationary Period to a maximum of six (6) months from the commencement date, and will report to the Executive Committee or ISWO's Board as to ASWCO'S Executive Director's decision.

4. When a decision is made to terminate a Probationary Employee, the procedures must be followed as set out in Policy dealing with the termination of all ISWO employees,

8. HOURS OF WORK

POLICY:

1. In recognition of the important role that all of ISWO's employees play in the successful implementation of the Organization's programs and services, all ISWO employees will adhere to the procedures regarding hours of work set out in this Policy.

PROCEDURE:

1. It is understood that certain categories of the Organization's employees may be required to work different hours from the established hours, and that some of the Organization's employees may be required to work on a "flexible hours" basis in order to ensure that the needs of clients and the requirements of the successful delivery of ISWO's programs are met. This is particularly true when an employee is required to travel to the area communities, many of which are in rural and remote areas. Where reasonably possible, ISWO's employees must submit a request to their manager for the ability to work flexible hours, with such manager being required to provide a written response to that Employee's request within 7 business days from the date of such manager's receipt of the request.

2. Hours of Work:

The normal hours of work for full-time ISWO employees are seven hours in a day and 37.5 hours in a week.

3. The Definition of a week is the period between midnight on Saturday and midnight on the immediate following Saturday.

4. The normal days of work are Monday to Friday but, when the requirements of the position so demand it, an ISWO employee may be required at times to work weekends.

5. Managers are responsible for recording and monitoring hours of work and any other paid and unpaid hours such as vacation time and sick time for all ISWO employees in their program and/or under their direct supervision.

6. Averaging Hours of Work:

At times, some ISWO employees in some programs or services may be required to work more than 7 hours in a day or to work on Saturdays and Sundays.

7. Compensation Time Bank:

Every ISWO Employee must receive approval from their immediate supervisor prior to working beyond seven hours per day or shift or thirty-five hours in any week. Any hour that an ISWO Employee works beyond thirty five hours per week which is approved by that ISWO employee's immediate supervisor will be termed and defined as an Approved Additional Hour.

8. Where an ISWO employee works more than seventy hours but less than eighty hours in a two-week period, the ISWO employee shall earn one hour of compensating time for each Approved Additional Hour that the ISWO employee worked.

9. Where an ISWO employee works more than eighty hours in a two-week period, the ISWO employee earns one and one half hours compensating time for each Approved Additional Hour that ISWO employee worked.

10. The compensating time will be entered into the employee's Compensation Time Bank.

11. ISWO employees must seek approval from their immediate supervisor to utilize time off from the Compensation Time Bank.

12. Time off must be taken in minimum blocks of one-half day.

13. All time accrued in the ISWO employee's Compensation Time Bank must be taken off by the end of each of the Organization's fiscal year. No ISWO employee can carry forward any unused time in their Compensation Time Bank from one of the Organization's fiscal years to any of the Organizational following fiscal years.

14. Called into work from Vacation:

When an ISWO employee is called into work from vacation that employee is paid their regular straight time.

15. All ISWO employees are expected to report for work regularly and on time for every scheduled working day. Failure to report for work regularly and when scheduled to do so, may result in termination in accordance with the terms of this Policy.

16. Any ISWO employee who is absent from his or her office or general place of work for the purposes of fulfilling some aspect of their job function or otherwise on the Organization's business is required to inform their immediate supervisor/manager and secretary/receptionist of his or her whereabouts and provide information on how that employee can be reached during their absence and when that employee expects to be back in their office or general place of work.

17. With regard to the locking of ISWO's head office doors, it is the Organization's Policy that the entrance(s) will be opened every business day at 9 a.m. and will be locked at 5:30 p.m. every business day. ISWO employees working after regular business hours must ensure the door to ISWO's head office is locked behind them.

18. Security of the Organization's head office is controlled by the front desk personnel or such other ISWO employees as are designated from time-to-time by ISWO's Executive Director.

9. EMPLOYEE ATTENDANCE

POLICY:

1. The Organization requires full attendance of all ISWO employees and encourages punctuality, responsibility and commitment to work. ISWO employees are expected to be in their office or at their work station on time, in accordance with their agreed upon work schedule.

PROCEDURE:

1. ISWO employees are required to notify their supervisor/manager before the start of their shift or as soon as possible, by telephone if unable to report to work. The employee is also required to send an email notifying their supervisor/manager of their absence.

2. ISWO employees who are absent are expected to justify/explain their absence to their direct supervisor/manager.

3. Where an ISWO employee is late, and based upon an agreement with their Supervisor, such an employee may either make up the time missed or will have the time missed deducted from their pay.

4. An ISWO employee's direct supervisor or manager will report that employee's excessive, chronic or repeated absenteeism to a senior manager or ISWO's Executive Director. Such cases will be dealt with according to the guidelines outlined in Section 16 (Discipline) of this Policy.

5. In the event that an ISWO employee is absent for three or more consecutive working days without reporting to that employee's direct supervisor or manager, this occurrence will be considered and deemed a serious breach of this Policy and the absentee employee will be subject to discipline as provided for in this Policy, including termination for cause.

6. Habitual lateness and absenteeism is unacceptable and a breach of this Policy and the offending ISWO employee will be subject to discipline as provided for in this Policy, including termination for cause.

7. Where an ISWO employee requires or wishes to take leave for any reason, a written leave request as determined by the Organization shall be submitted to that employee's immediate supervisor/manager in advance of the requested leave period. It is preferable that as much advance notice as possible be provided when requesting leave (refer to Section 13 Employee Leave of Absence).

8. Leave requests shall be submitted and approved by the requesting employee's immediate supervisor/manager so that the requesting employees' leave records are maintained up to date at all times.

9. To the extent possible, ISWO employees shall, as early as possible, advise their immediate supervisor/manager of their planned absence.

10. PAYROLL PROCEDURE, SALARIES AND COMPENSATION

POLICY:

1. ISWO is committed to maintaining a fair pay administration process for its employees.
2. Subject to the terms and provisions of all prevailing funding agreements that the Organization has entered into with its federal and provincial governmental funders (hereinafter collectively referred to as the "Governmental Funding Agreements"), the purpose of this Policy is to ensure the fair and equitable salary treatment of ISWO's employees, set reasonable and prudent salary levels which will allow the Organization to recruit and retain qualified employees, and provide guidelines for ongoing salary administration.

PROCEDURE:

1. All ISWO employees will be paid on a bi-weekly basis, on the first and fifteenth days of each month, the schedule of which will be determined by the Organization's management.
2. The Organization's management will keep an ongoing and comprehensive record for each of ISWO's employees (the "Employee's Employment Record") that will track and record all hours worked, vacation time, sick time, holidays, over-time, time taken off and any other forms of leave that each ISWO employee may have taken. Each ISWO employee shall have access to their Employee's Employment Record which the Organization's management will use their best and reasonable efforts to keep confidential and private from all other of the Organization's employees.
3. Subject to the terms and provisions of the Governmental Funding Agreements any revisions to the rates of pay which are established for all ISWO employees will be those that are recommended by the Executive Committee and approved by ISWO's Board which may, at the Organization's sole discretion, consist of cost of living increases and/or merit increases.
4. Subject to the terms and provisions of the Governmental Funding Agreements the rates of pay of all ISWO employees will be reviewed on an annual basis at the time of that employee's evaluation, and a merit increase may, at the Organization's sole discretion, be awarded on the basis of:
 - a) The evaluation of the employee's performance; and
 - b) On the present and future availability of funds.
5. Subject to the terms and provisions of the Governmental Funding Agreements a cost of living increase may, at the Organization's sole discretion, also be awarded on an annual basis dependent upon the present and future availability of funds.
6. A salary review may be arranged at some other time at the request of the employee and the consideration of such request will be at the sole and unfettered discretion of the Executive Committee and ISWO's Board.

7. Pay cheques for employees who are terminating their employment with the Organization will not be issued if the result of such payment would be to cause an overpayment of departing employee's wages.
8. Any and all statutory deductions from the pay cheque of each ISWO employee will be made in accordance with all governing and applicable legislation or, if applicable, judicial order, or, in some cases, by the written authorization of the affected ISWO employee.
9. Any recovery of a previous overpayment of wages to an ISWO employee will constitute a lawful deduction from the pay cheque of the affected, overpaid ISWO employee and will receive first priority, being made before any other deduction.
10. No ISWO employee will be given pay cheques earlier than the official paydays except in exceptional circumstances at the sole and unfettered discretion of the Executive Director.
11. All employees will undergo an annual standard performance evaluation; such evaluations are to be the basis for any yearly merit increases that may, at the Organization's sole discretion, be made.
12. Subject to the terms and provisions of the Governmental Funding Agreements, an ISWO employee may, at the Organization's sole discretion, be awarded a non-recurring bonus ("Performance Bonus"), over and above that ISWO employee's normal rate of pay, in certain circumstances where such an employee undertakes a unique project (i.e. proposal writing) falling outside the scope of that employee's substantive position and as assigned by the Executive Director, or some outstanding achievement by that employee which is beyond the scope of that employee's normal duties or responsibilities. Any such Performance Bonus will be subject to any and all statutory deductions in accordance with all governing and applicable legislation.
13. Subject to the terms and provisions of the Governmental Funding Agreements, any and all Performance Bonuses paid in accordance with paragraph 12 of this section of the Policy are a onetime, non-recurring payment which will not alter, amend or change the receiving ISWO employee's rate or pay and the payment of any Performance Bonus is subject on availability of funding.

Placement on the Pay Scale Upon Employment – Full time and Part-Time and Term/Seasonal Employees:

Subject to the terms and provisions of the Governmental Funding Agreements and for all ISWO employees that are paid with funds that are not derived in the whole or in part from the Governmental Funding Agreements the following will apply:

- a) New ISWO employees with no experience are placed on Level 1 of the pay scale.
- b) Full-time Employees advance one level following each year of completed active service providing their performance is deemed to "Meet Standard" or is in a "Learning Process" in all areas of defined performance.
- c) Active service excludes the time a Full-Time Employee is off on an unpaid personal leave of absence.
- d) Part-time, Term/Seasonal Employees advance one level following 1820 hours of paid service with the Organization (the equivalent of one year paid service) providing their performance is deemed by the Organization's management, in its sole and unfettered, discretion to "Meet Standard" or is in a "Learning Process" in all areas of defined performance.

- e) If an ISWO employee has all of the qualifications for the position and has previous relevant experience, that employee's direct supervisor / manager may recommend that the placement on the grid up to a maximum of Level 3.
- f) Relevant experience would be in a similar job.

Consider placement based on the following criteria:

- a) Less than three years of relevant experience = Level 1
- b) Three to six years relevant experience = Level 2
- c) More than six years relevant experience = Level 3

Placement on the Pay Scale – Casual, Supply, Call-In, Training Programs, Social Assistance Transfer Funds

Employees:

- a) All ISWO Casual, Supply, Call-Ins, Training Programs and Social Assistance Transfer Funds employees will be paid at 90% of the value of Level 1 (or such other amount as determined by the Organization's management, in its sole and unfettered, discretion) for the job they are hired for provided the wage is not less than the minimum wage requirement.
- b) There is no advancement on the pay scale for ISWO employees hired in these categories.

11. ACTING POSITIONS AND ADDED RESPONSIBILITY

POLICY:

The Organization may request an ISWO employee to accept an acting, temporary position at the same level or higher in the Organization for a set period of time.

RATIONALE:

When an ISWO employee is absent for a period of time (i.e. due to vacation, illness or other reasons), a replacement may be necessary for a number of reasons including to ensure necessary work is continued or completed or essential services are not interrupted.

PROCEDURE:

1. Managers will determine which ISWO employees will be requested to accept an acting temporary position.
2. Recommendations for long-term replacements greater than 30 working days should be submitted to the Executive Director at least two weeks prior to the start date of the acting, temporary position.
3. To be considered for an acting, temporary position, a current ISWO employee must have been employed by ISWO for at least one year of continuous service.
4. The maximum time frame for acting, temporary position at the same level of the Organization or in a senior level position is normally 120 working days. However, this may, at the mutual consent of the

affected ISWO employee who is working in the acting, temporary position, be extended to any reasonable length of time to accommodate a returning/absent ISWO employee.

5. Compensation for acting, temporary positions is 1.4 hours off for every working day in an acting position up to 30 working days regardless of the length of service that an ISWO employee works at an acting, temporary position.

6. When acting for a period greater than 30 working days, the ISWO employee shall be placed at Level 1 of the pay scale for the acting, temporary position or the next Level if Level 1 of that acting, temporary position is lower than the employee's current rate of pay.

12. WORKING FROM HOME

POLICY:

1. ISWO provides a structure that will allow eligible ISWO employees to work on a reasonable basis from their home on an infrequent or irregular basis.
2. While working from their homes, ISWO employees must remain available to communicate with their direct supervisors / managers and other members of their work unit during regular working hours.
3. Only ISWO employees who have successfully completed their probation period will generally have the option and flexibility of working from their homes, with approval from their manager/supervisor.

PROCEDURE:

1. Occasional Work From Home Arrangements:
 - a) On an occasional basis and subject to approval of their direct supervisor/manager or the Organization's Executive Director, an ISWO employee may work from their home. Examples of infrequent work from home arrangements may include the following circumstances:
 - i. During times of adverse weather conditions;
 - ii. During periods when specific work assignments can be more effectively completed away from the ISWO's employee's place of work or the Organization's head office; or
 - iii. Avoidance of pandemic situations.

Approval of infrequent work from an ISWO's home may only occur if that ISWO's employee's supervisor/manager or the Organization's Executive Director determines that the ISWO's employee's work can be reasonably and effectively completed that ISWO employee's home.

2. Employee responsibilities when working from home:

An ISWO employee (the Requesting "Employee") seeking approval to work infrequently from their home shall:

- a) Discuss, arrange and secure the written approval of that Requesting Employee's direct supervisor/manager or the Organization's Executive Director (the "Approving Superior") for any infrequent work from home arrangement;

- b) Ensure that continual contact with that Requesting Employee's regular place of work while working from the Requesting Employee's home is maintained;
- c) Ensure appropriate connections to the internet between the Requesting Employee's regular place of work and their home are in place and maintained.
- d) Ensure that an adequate and appropriate work place is available for work from home situations;
- e) Arrange effective all day and eldercare requirements (where applicable) so that work from home can be completed without interruption;
- f) Ensure that confidentiality is maintained and that information is secure;
- g) Safe guarding any and all of the Organization's equipment that the Requesting Employee is using and transporting to the Requesting Employee's home and understanding that the Requesting Employee will be personally financially responsible for any damage or loss of or to such Organizational property normal wear and tear excepted; and
- h) Maintain a comprehensive daily written log (the "Written Log") that sets out in detail the tasks, duties, activities, meetings, telephone calls and worked completed while the Requesting Employee works at home which Written Log the Requesting Employee shall submit to the Approving Superior at the end of each week where the Requesting Employee was approved to work from their home.

3. Approving Supervisor responsibilities for working at home arrangements

The Approving Supervisor shall

- a) Review within a reasonable timeframe all work from home requests advanced by Requesting Employees and where in the Approving Supervisor's sole discretion such request is deemed appropriate, authorize the work from home requests made by Requesting Employees; and
- b) Review the Written Log submitted by Requesting Employees and where, applicable, discuss any deficiencies or concerns that the Approving Supervisor may have with the contents of the Written Log with the Requesting Employee in order any future work from home requests advanced by the Requesting Employee can be approved without concern that the deficiencies in the previous Written Log will be repeated.

13. TRAVEL

POLICY:

1. ISWO is responsible for meeting the cost of travel ("Official Traveling") by the Organization's employees on official ISWO business that is preapproved by the Organization's employee's superior in accordance with the terms and procedures of this Section of the Policies. Official Travelling means such necessary travel for the purpose of official ISWO business, including:

- a) Attendance at meetings in pursuit of official ISWO business;
- b) Attendance at business related meetings (i.e. training courses);
- c) Travel to communities; and
- d) Such other pre-approved travel that promotes and supports ISWO business related programs, matters and events.

PROCEDURE:

1. ISWO employees will only be reimbursed for expenses as per the travel claim form, with reasons for travel being attached to the travel claim form. (Please see Attached Travel Claim form and Mileage Chart).
2. All Official Travelling must be pre-approved by the ISWO employee's applicable supervisor.
3. It is the responsibility of the ISWO employee's supervisor to ensure that their employees use the most efficient and economical means of travel, taking into account the cost of travel and time efficiencies.
4. No ISWO employee will transport any person not employed with ISWO in their own personal vehicle while engaged in ISWO business purposes.
5. When claiming motor mileage for use of a private vehicle (an "Employee's Vehicle") engaged solely in ISWO business purposes, ISWO employees will ensure the following:
 - a) That the Employee's Vehicle meets all minimum safety requirements as required by applicable legislation;
 - b) the ISWO Employee possesses a valid license to drive the Employee's Vehicle;
 - c) the Employee's Vehicle is serviced according to the manufacturer's specifications;
 - d) the Employee's Vehicle is properly insured (including, additional passenger coverage); and
 - e) the vehicle is not used inappropriately (i.e. unsecured load carrying).
6. ISWO employees who are travelling for ISWO business purposes with their own vehicles will:
 - a) Provide their supervisor with a copy of their driver's license as requested;
 - b) notify their Supervisor of any sanctions imposed on their license and restrictions on ability to drive; and
 - c) provide their supervisor an up to date copy of a valid vehicle insurance as and when reasonably requested.
7. While using any vehicle for business purposes, including any vehicle owned or leased by the Organization, a vehicle rented from a commercial enterprise, or a private vehicle, including the Employee's Vehicle, an ISWO employee must:
 - a) never use a mobile telephone or other personal electronic or wireless device while driving; hands-free devices are permitted
 - b) obey speed limits and drive according to road conditions;
 - c) ensure that they are medically fit to drive as per the applicable motor vehicle licensing authorities; and
 - d) otherwise obey all rules of the road as contained within the Highway Traffic Act R.S.O. 1990, Chapter H.8.
8. As ISWO employees often must travel to rural and remote communities during adverse weather and road conditions they are to communicate with their immediate superior to report their arrival and departure for safety reasons as soon as cell-phone range permits or other communications are available (land line, e-mail, etc) (not while operating a vehicle).

9. A supervisor / manager may rearrange the work schedule within the work week (Sunday – Saturday) to avoid additional compensation hours which may occur as a result of travel time or compensable commuting time.

10. Compensation for hours of work is based on shortest amount of time required to reach destination and return. In the event that an alternate means of travel is requested by an ISWO employee which would result in longer than normal travel time to and from the destination, and, if approved by ISWO employee's supervisor / manager, compensation for such travel time shall not exceed that which would be payable under the estimated travel time associates with the mode of transportation that has been authorized.

11. Time spent driving, or as a passenger on an airplane, train, bus, taxi cab, or car, or other mode of transportation, in traveling to and from the out-of-town event, and time spent waiting to purchase a ticket, check baggage, or get on board, is also compensable work time. However, time spent taking a regular meal break, to sleep, or to engage in purely personal pursuits not connected with the travel is not compensable.

12. Travel time outside of regular established work hours does not contribute to time worked for determining overtime eligibility and will be compensated utilizing the time earned to the ISWO employee's available compensation bank "comp time".

13. Salaried ISWO employees are not paid on the basis of hours worked, and therefore there is no pay adjustment for time spent traveling outside of regular hours. Salaried employees may, at the sole discretion and agreement of their supervisor/manager be able to "flex" their schedules when traveling or use gifted compensation time.

14. STATUTORY AND OBSERVED HOLIDAYS

POLICY:

1. All ISWO employees, other than Student Employees, will be eligible for pay for all statutory holidays observed in Ontario.

PROCEDURE:

1. All ISWO employees are entitled to be paid during the observance of the following statutory holidays:

New Year's Day	Good Friday
Aboriginal Day (June 21)	Victoria Day
Civic Holiday	Canada Day
Thanksgiving Day	Labour Day
Christmas Day	Remembrance Day
Family Day	Boxing Day
Boxing Day	

ISWO employees have the option of requesting Community Treaty Day off, which request will be considered and approved by ISWO's Executive Director.

2. All ISWO employees will be entitled to the observance of any statutory holiday that may be from time to time declared by provincial or federal governments.

3. In instances where any of the above noted statutory holidays fall on a Saturday or Sunday, the holiday will be observed on the Monday immediately following.

4. For statutory holidays falling within Friday to Monday (creating a long weekend), ISWO's head office will close the day before at 12:00 p.m. to ensure safe travel for ISWO employees.

5. In instances where any statutory holidays fall on a day when an ISWO employee is on regularly scheduled holidays, that ISWO employee may take the day either as an additional day to his or her vacation, or as a day off at some other time that has been approved by his or her immediate supervisor/manager.

6. ISWO's head office may be closed for the Christmas holidays, for the same two weeks that the schools are closed, if such closure is approved by the Executive Director.

7. An ISWO employee does not qualify for any of the above paid statutory holidays in cases where:

- a) the ISWO employee does not, in accordance with the provisions of this Section of the Policy, work his or her regularly scheduled hours on the preceding and the day following such holiday, and does not have a reasonable excuse for having missed work on those days; or
- b) The ISWO employee had agreed to work on such holiday and does not report for the work, and does not have a reasonable excuse for having missed work on that day.

8. For part-time ISWO employees, the amount of public holiday pay to which such an employee is entitled is all of the regular wages earned by the employee in the four work weeks before the work week with the public holiday plus all of the vacation pay payable to such employee with respect to the four work weeks before the work week with the public holiday, divided by 20.

15. VACATIONS

POLICY:

1. The vacation benefits contained in this section will apply to all ISWO Full-Time Employees and Part-Time employees or "Permanent Employees".

2. ISWO contract employees will receive vacation pay as indicated in their respective contract.

PROCEDURE:

1. Each ISWO employee will be entitled to the following paid vacation leave based on the amount of time employed by the Organization as a Permanent Employee:
 - a) Three (3) weeks vacation leave for the first through to 3rd year of service;
 - b) four (4) weeks for the 4th through 6th year of service; and
 - c) Five (5) weeks for the 7th to 14th year of service and beyond.
2. The maximum length of paid vacation time that any ISWO Permanent Employee will be entitled to is five (5) weeks.
3. Vacation leave is to be scheduled in consultation with the Permanent Employee's immediate supervisor/manager and approved by ISWO's Executive Director.
4. In cases where a statutory holiday falls within the vacation leave selected by an ISWO Permanent Employee, such an employee will take the additional day as a one-day extension of his or her vacation leave or he or she may use it at a later date.
5. Any ISWO Permanent Employee who terminates his or her employment prior to the completion of twelve (12) consecutive months of service to the Organization will receive their prorated vacation pay on their last pay cheque.
6. The vacation leave to which an ISWO Permanent Employee is entitled to in any year is calculated based on the proportion of the number of months worked during the fiscal year multiplied by his or her vacation entitlement. For purposes of calculating the vacation owing, the amount is prorated from the beginning of the fiscal year to the last day worked, with amounts reconciled for any vacation days taken.
7. An ISWO Permanent Employee will earn vacation leave credits during his or her probationary period; however, no paid vacation will be approved during this time.
8. All vacation leave credit should be used in the fiscal year for which they are credited, except where an ISWO Permanent Employee starts work within the last three months of the fiscal year, and in this instance, vacation leave earned during the probationary period is to be carried over to the subsequent fiscal year.
9. Vacation leave earned during a fiscal year may be taken at any time during the fiscal year, as agreed upon and with approval from an ISWO Permanent Employee's supervisor/manager.
10. ISWO Permanent Employee are permitted to carry up to 2 weeks unused vacation time from one fiscal year to the next.
11. Managers/supervisors must monitor the ISWO Permanent Employees under their direction to ensure vacation time is taken throughout the year.
12. Terminating employees, where applicable, are entitled to vacation pay based on their share of unused vacation days accrued to the date of termination. However, any vacation days taken over the amount accrued will be deducted from the last pay.

16. EMPLOYEE LEAVE OF ABSENCE

POLICY:

1. ISWO is committed to ensuring that all Permanent Employees receive, at a minimum, those employee benefits as required under the Provincial legislation and regulations. The rules of the Employment Standards Act (the “Act”) are to be followed for all leaves.
2. For the purposes of this Policy, the term “Immediate Family Member” is defined as the ISWO employee’s spouse (including common-law), children, father, mother, brothers, sisters (including in-laws), grandparents, nieces and nephews, aunts and uncles.
3. The purposes of this Policy, the term “Qualified Health Practitioner” means a duly licensed medical doctor/physician.
4. For the purposes of this Policy, the term “Parent” includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the Parent of the child and who has or intends to treat the child as his or her own.
5. ISWO employees visiting other ISWO employees on leave are to do so on their own time, not during working hours unless permission is granted by that employee’s supervisor, manager or director.
6. In the event that an ISWO employee is off on any type of leave for an extended period (the “Absent Employee”), the managers will ensure that the Absent Employee’s access to e-mails is discontinued and that any software login and password details are changed until the Absent Employee returns to work.

PROCEDURE:

Illness and Sick Leave Credits

1. All Permanent Employees will be eligible to earn sick leave credits during their regular period of employment at the rate of one (1) day per month for each thirty (30) days actively worked to a maximum of twelve (12) days per calendar year.
2. Sick leave credits will not accumulate during the Probation Period;
3. Sick leave credits for Part-Time Employees will be earned in proportion to the entitlement for Full-Time Employees, based on the part time hours normally worked (provided that such hours are actually worked) by the Part-Time Employee.
4. Permanent Employees are allowed to carry over up to three (3) sick leave credits from one calendar year to another, No more than twelve (12) sick days may be accumulated in any calendar year. Sick leave credits may not be borrowed or used prior to being earned.

5. Sick leave credits are to be used for any illness causing the absence of a Permanent Employee from their job. Such absences due to illness must be reported to the Permanent Employee's supervisor/manager as soon as possible.
6. A paid sick leave absence in excess of three (3) days must be supported by a medical certificate or medical report issued by a Qualified Health Practitioner which is to be presented by the employee to their supervisor /manger within 10 working days of the start of the sick leave. If such evidence is not provided, ISWO shall be entitled to reimbursement for any sick leave that has been paid out.
7. In addition to the above, ISWO may require an employee to provide reasonable evidence to verify the legitimacy of any request for time off regardless of the length of such leave. Where such evidence is not provided within a reasonable amount of time, the leave shall be deemed to be unauthorized.
8. No Employee will be entitled to payment for accumulated sick leave days upon termination of their employment for any reason.
9. Upon completion of any medical leave ISWO has the right to request that all ISWO employees returning from a medical leave provide a certification of fitness to return to work prepared by that employee's attending Qualified Health Practitioner prior to that employee's return to work.
10. If an employee takes a paid sick day, that day will also count as a personal emergency leave or Domestic or Sexual Violence Leave day under the Act if the requirements for such leave are met. For clarity, ISWO's paid sick days run concurrently with, and are not in addition to, an employee's entitlements to Personal Emergency Leave and Domestic or Sexual Violence Leave under the Act.
11. ISWO does not offer insured short-term disability or long-term disability benefits to its employees, but employees may become eligible for Employment Insurance benefits depending on the circumstances. Information about Employment Insurance is available at <https://www.canada.ca/en/services/benefits/ei.html>
12. Time sheets recording work attendances, vacations, leaves and absences, whether authorized or not, of all ISWO employees will be maintained by those ISWO employees' supervisors and managers and forwarded on a monthly basis to ISWO's Executive Director.
13. All ISWO employees will make every possible effort to arrange personal, medical and dental appointments to minimize his or her absence from work. An ISWO employee requesting leave for an appointment will notify their supervisor/manager of the appointment as far in advance as reasonably possible.

Family Related Leave

1. Each Permanent Employee may be granted reasonable leave with pay to attend to family related matters pertaining to a dependent family member, ("Dependent Family Member") which term, in this section of the Policy shall mean, a child, spouse or parent of the Dependent Family Member for a maximum of ten (10) days in each calendar year for the following:

a) up to two (2) days for medical or dental appointments when a Dependent Family Member is incapable of attending the appointments by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies; or

b) up to two (2) consecutive working days of leave to provide for the temporary care of an ill Dependent Family Member.

2. The Permanent Employee is expected to make reasonable efforts to schedule medical or dental appointments for a Dependent Family Member to minimize the Permanent Employee's absence from work. A Permanent Employee requesting leave pursuant to the terms of this Section of the Policy must notify their supervisor/manager of any scheduled medical or dental appointment as far in advance as possible.

Emergency Family Medical Leave Without Pay

1. A Permanent Employee is entitled to leave without pay for up to eight (8) weeks to provide care or support to a family member ("Family Member" as that term is defined in the Act) if a Qualified Health Practitioner issues a certificate or report confirming that the Family Member in question has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks or a shorter period of time of the date of the Qualified Health Practitioner's certificate or report..

2. The Permanent Employee may proceed on this period of leave as early as the date the Permanent Employee issues the certificate with respect to the Family Member and may remain on leave for eight (8) weeks or the last day of the week in which the Family Member dies, whichever is earlier.

3. Under the federal Employment Insurance Act, six weeks of employment insurance benefits (called "compassionate care benefits") may be paid to EI eligible employees who have to be away from work temporarily to provide care to a family member who has a serious medical condition with a significant risk of death within 26 weeks and who requires care or support from one or more family members. All ISWO employees will acknowledge that they have been advised and instructed that the right to take time off work under the family medical leave provisions of the Act is not the same as the right to the payment of compassionate care benefits under the federal Employment Insurance Act. An employee may be entitled to family medical leave whether or not he or she has applied for or is qualified for the compassionate care benefits).

Bereavement Leave

1. All Permanent Employees will be allowed up to five (5) days off with pay for the death of an Immediate Family Member.

2. Upon the death of any other person other than an Immediate Family Member, a Permanent Employee will discuss any time off with pay with ISWO's Executive Director, who has the sole discretion to authorize such leave, to determine the length of such leave and whether such leave should be paid or unpaid.

3. It will be at ISWO's Executive Director sole discretion, dependent on circumstance, whether any documentation will be required to support the request for bereavement leave.

Mental Health Leave

1. All Permanent Employees will be allowed three (3) days of mental health leave per calendar year resulting from personal or work related stress and mental health issues.

Private Disability Insurance

1. If available, compensation for an injury caused to a Permanent Employee as a result of an accident while working on behalf of ISWO will be dealt with under the group benefits plan.

2. Indigenous Sport & Wellness Ontario will be liable for the Employee's full day wages when the injury occurred.

Employment Insurance

1. Employment Insurance Coverage as defined by the Employment Insurance Act will apply to all Permanent Employees.

Maternity Leave

1. A Permanent Employee who has been employed with ISWO for a minimum of twenty-four (24) weeks preceding the estimated day of delivery is entitled to up to seventeen (17) weeks of unpaid leave of absence for pregnancy.

2. The maternity leave may be commenced up to twelve (12) weeks before the expected date of delivery.

3. A Permanent Employee who is entitled to maternity leave is required to give ISWO's Executive Director two (2) weeks' notice in writing of the date the leave is to begin.

4. If the Permanent Employee does not specify the date of the end of the maternity leave, it will be assumed that she wishes to take the maximum leave.

5. A Permanent Employee who has given notice to begin a pregnancy leave may change the notice to an earlier date by giving ISWO's Executive Director at least two week's written notice before the earlier date.

6. A maternity leave will normally end seventeen (17) weeks after it begins, but if the mother suffers a stillbirth or miscarriage or if the child dies while the mother is still on her maternity leave, the maternity leave will end six weeks after the date of the stillbirth, miscarriage or birth or seventeen (17) weeks after the maternity leave commenced, whichever is later.

7. If the Permanent Employee has been on her maternity leave for seventeen (17) weeks but the child has not yet been born, the maternity leave will end when the baby is born and the Permanent Employee will be entitled, pursuant to the terms of this Section of the Policy, to take a Parental leave immediately after the birth.

8. If a Permanent Employee on maternity leave wishes to change the date of her return to work to an earlier date, she must give the Executive Director two (2) weeks' written notice of the date on which she intends to return.

9. If a Permanent Employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), she must give ISWO's Executive Director four (4) weeks' written notice before the date the leave was to end.

10. While on maternity leave the rights of a Permanent Employee will be followed as per the Act.

Parental Leave

1. A Permanent Employee who is a parent of a child and who has been employed with the Organization for at least twenty-four (24) weeks is entitled to thirty-seven (37) weeks of unpaid parental leave ("Parental Leave") following the birth of the child or the coming of the child into a Permanent Employee's custody, care and control for the first time.

2. A Permanent Employee who is the natural mother, may take Parental Leave when her maternity leave ends or when the baby first comes into custody, care and control of a Permanent Employee.

3. For a Permanent Employee who is the father or an adoptive parent, Parental Leave may be taken within fifty-two (52) weeks after the birth or after the child first comes into the custody, care and control of a Permanent Employee.

4. A Permanent Employee who is entitled to parental leave is required to give ISWO's Executive Director two (2) weeks' written notice prior to the commencement of the Parental Leave. If he or she does not specify when the leave will end, it will be assumed that he or she wishes to take the maximum leave.

5. A Permanent Employee who has given notice to begin Parental Leave may change the notice to an earlier date by giving at least two (2) weeks' notice before the earlier date, or to a later date by giving ISWO's Executive Director two (2) weeks' notice before the leave was to begin.

6. If the Permanent Employee stops work because the child has arrived earlier than expected, the Permanent Employee has two (2) weeks from that date to give ISWO's Executive Director written notice of his or her intent to take the parental leave.

7. If a Permanent Employee on parental leave wishes to change the date of his or her return to work to an earlier date, he or she must give ISWO's Executive Director two (2) weeks' written notice of the date on which he or she intends to return.

8. If a Permanent Employee wishes to change the date of return to work to a later date (but subject to the thirty-seven (37) week maximum length of leave), the Permanent Employee must provide ASWCO's Executive Director with (4) four weeks written notice before the date the leave was to end.
9. While on parental leave the rights of the employee will be followed as per the Act.

Cultural Leave

1. The Manager or Executive Director may grant employees up to three (3) days paid cultural leave to take part in activities associated with their culture or ethnicity.

Court Leave

1. Each Permanent Employee will be granted leave with pay for a maximum of two (2) weeks:
 - a) to be available for jury selection;
 - b) to serve on a jury; or
 - c) by subpoena or summons to attend as a witness in any proceeding held in or under the authority of a court of law.
2. Management will require documentation to confirm the Permanent Employee's need to attend court.

Education Leave

1. Educational leave with pay may only be granted to a Permanent Employee where it is, in the sole opinion of ISWO that such education would be of value to both the Permanent Employee and the Organization.
2. Any paid educational leave ("Paid Educational Leave") will require a contract being entered into between the Organization and the Permanent Employee (the "Leave Agreement") wherein the Permanent Employee agrees that the Permanent Employee is committed to employment with ISWO for a period of 2 years after their Paid Educational Leave ends (the "Termination Date") or that the Permanent Employee will fully compensate the Organization for all monies that Permanent Employee received from the Organization during Paid Educational Leave within 30 days of the earliest that the Permanent Employee discontinues his or her education for any reason and ceases his or her employment prior to the Termination Date.
3. Education leave without pay ("Unpaid Educational Leave") may, at the Organization's sole and unfettered discretion, be granted by the Organization to a Permanent Employee for no more than one (1) school term at a time and for no more than three (3) school terms.
4. Paid Educational Leave and Unpaid Educational Leave (collectively hereinafter referred to as "Educational Leaves") all require the written approval of ISWO's Executive Director.
5. The Organization's approval of any Education Leaves should in no way imply ISWO's responsibility for any of the Permanent Employee's educational or schooling costs associated with any Educational Leaves. For greater certainty, all Permanent Employees on Educational Leaves will execute an agreement acknowledging and agreeing that the Organization has no obligation to pay, contribute or

reimburse the Permanent Employee for any portion of the tuition, schooling, enrollment and attendance fees and costs associated with the educational courses or programs that the Permanent Employee attends or completes during the Educational Leaves.

6. The Organization, may, at its sole discretion during Educational Leaves, offer part time employment to the Permanent Employee between concurrent school terms (e.g. over the summer break), however, such employment or work may not be the same or similar to the work the Permanent Employee previously performed, nor be at the same salary or compensation the Permanent Employee was paid.

7. Subject to the terms of the Leave Agreement, on completion of the Education Leaves, the Permanent Employee will return to the Organization at the same level of responsibility and salary as their previous position however the duties and reporting relationship may have changed.

8. Permanent Employees on Education Leaves do not accrue sick or annual leave credits while on such leave.

9. Proof of enrolment in educational activities is required for approval of all Educational Leaves.

Other Leave

1. Other leaves with or without pay will be at the sole discretion of ISWO's Executive Director.

2. The Organization has the right to request documentation of proof for need of leave.

17. EMPLOYEE EVALUATIONS

POLICY:

1. Employee Performance Review and Evaluation (the "Evaluation Process") is an annual process intended to be a constructive activity. It should be viewed as an opportunity for ISWO employees to review their work performance, renew goals and objectives, and identify their work or career development needs. At the same time it allows the supervisor or manager of each ISWO employee to review that employee's contribution towards the goals of the Organization, the strengths and weaknesses of that employee, learning and development needs and provide recommendations with respect to compensation, promotion, work assignments and/or retention.

2. The Evaluation is intended as a means of conducting a formal review of each ISWO employee's performance, in which that ISWO employee's contribution to the Organization is assessed by that ISWO's employee's immediate supervisor/manager.

3. At the time of their hiring each ISWO employee is advised that their employment will be subject to the Probationary Period. During the Probationary Period, supervisors and managers will be monitoring the performance, behaviours and achievements of the Probationary Employees to ensure performance is at expected levels. Each Permanent Employee will be advised that their immediate supervisors and managers will be monitoring their continuing performance, behaviours and achievements to ensure that these employees' performance is at expected levels which expected levels of performance shall be communicated to each Permanent Employee at the commencement of their Probationary Period.

4. A written Performance Review and Evaluation Report (the "Evaluation Report") will be prepared at the time of Evaluation, which outlines annual goals for career development and job performance for each Permanent Employee.

5. Salary increases will be determined by ISWO's Executive Director and the ISWO Board based on a fully satisfactory Evaluation Report, the terms of the Funding Agreements and budget availability.

PROCEDURE:

1. Each ISWO's employee's supervisor/ manager will coordinate all Evaluations.

2. All ISWO employees will be evaluated by their immediate supervisor/manager at the end of the Probationary Period, any appraisals as agreed to in employee's contract and annually after the Probationary Period has been completed successfully.

3. Throughout the Probationary Period the supervisor or manager should be providing feedback to the Probationary Employee, both positive and constructive. Probationary Employees should be made well aware of changes or corrections they need to make to ensure their employment success.

4. At the completion of the Probationary Period, an Evaluation Report should be completed for the Probationary Employee to indicate their success in their Probation Period while providing added direction for their on-going performance.

5. A Probationary Employee must be advised of their performance shortfalls or of the requirement for changed behaviours during the Probation Period. However where the Probationary Employee has not made the required improvements, an Evaluation Report must be completed during or approaching the end of a Probation Period where the Probationary Employee's performance remains unsatisfactory or behaviours remain unacceptable.

6. The Evaluation Report will be instrumental in the Probationary Employee's rejection on probation. In this case ISWO's Executive Director must be consulted early on in the management of the Probationary Employee's performance.

7. The second timeline for the Evaluation Process is an annual review of each of ISWO employees' continuing performance, behaviours and achievements (the "Annual Review"). The Annual Review is conducted prior to the end of each fiscal year with respect to all ISWO employees.

8. Supervisors and Managers will give on-going feedback to ISWO employees throughout the year such that at the time of the Annual Review the employee is aware of their current standing.

9. All Probationary Employees will be evaluated and notified of future job status at the end of the Probation Period.

10. Evaluation Reports for all ISWO Employees will be a written, signed document, the contents of which will be reviewed with each ISWO employee. ISWO employees will be given the opportunity to read the Evaluation Report, write their comments on the Evaluation Report and countersign the

document. Each of ISWO Employee's supervisor/manager and ISWO's Executive Director will sign the Evaluation Report once ISWO employee has countersigned their Evaluation Report.

11. The ISWO employee's Evaluation Report will form part of that ISWO employee's personnel file and will be kept by that ISWO employee's supervisor/manager.

12. Access to an ISWO employee's personnel file will be restricted to that ISWO employee, that ISWO employee's supervisor/manager, and ISWO's Executive Director.

13. The evaluation of ISWO's Executive Director's performance will be completed by ISWO's Board's Executive Committee and conducted through input from members of the Organization's senior managers or as requested by ISWO's Board and with a report of the evaluation going to ISWO's Board.

14. Additional recommendations may be made with respect to the ISWO employee's readiness for new challenges, assignments, or training and development activities.

15. For ISWO employees at the management level in the Organization, ISWO's Executive Director will conduct the review.

16. An Evaluation Report can be completed at any time on an ISWO employee where it is felt by that employee's supervisor/manager that the performance or conduct of that employee requires to be documented.

17. When an Evaluation Report is completed, the evaluated ISWO employee shall sign the Evaluation Report to indicate that it has been read and the contents understood.

18. Signing of the Evaluation Report by an ISWO employee does not necessarily mean that the ISWO employee agrees with the contents of the Evaluation Report. The ISWO employee shall also be provided with the opportunity to provide their own written comments on the Evaluation Report.

19. Each ISWO employee shall sign an annual declaration of Compliance and an annual Criminal Record Offence Declaration.

20. Failure of an ISWO employee to sign the Evaluation Report does not mean the Evaluation Report is not an official document of the Organization.

21. If an ISWO employee disagrees with their evaluation or comments as set out in the Evaluation Report that employee may file a grievance with ISWO's Executive Director in accordance with the terms of this Policy.

18. COMPLAINT RESOLUTION AND GRIEVANCE

POLICY:

1. In order to ensure the effective management of ISWO, the grievances procedures will govern the means by which ISWO's employees are able to bring any grievances to their supervisors.

2. For the purposes of this Policy, a “grievance” is defined as any condition of employment that an ISWO employee thinks or feels is unjust or “inequitable”. ISWO employees may submit grievances in accordance with the procedures set out in this Policy.

PROCEDURE:

1. All ISWO employees are encouraged to bring forward any complaints or constructive recommendations dealing with the Organization’s work place without fear of reprisal.

Steps for filing a Grievance

1. ISWO Employees must attempt to resolve any issues that they may have with another ISWO employee.

2. In the event that an ISWO employee (the “Grieving Employee”) is unable to resolve his or her issue with another ISWO employee or the grievance is related to the Grieving Employee’s employment at the Organization or a concern, complaint or issue between the Grieving Employee and his or her own supervisor/manager, (the “Matter in Dispute”) , the following steps must be taken:

- a) The Grieving Employee should first discuss the Matter in Dispute with his or her immediate supervisor/manager to determine whether a resolution of the Matter in Dispute can be reached.
- b) If informal discussion does not resolve the Matter in Dispute and the Grieving Employee feels it is necessary to pursue the complaint further, the Grieving Employee must prepare a statement in writing, identifying and briefly explaining the Matter in Dispute. This statement must be presented to the Grieving Employee’s supervisor/manager, with a copy being sent to ISWO's Executive Director. ISWO's Executive Director, in consultation with the ISWO employee’s supervisor/manager and ISWO's Board’s Executive Committee will respond to the Grieving Employee in writing with a proposed method of resolution (the “Initial Response”) within ten (10) working days;
- c) If the Initial Response is not satisfactory to the Grieving Employee, the Grieving Employee has the option to pursue the complaint. To do so, another written statement (the “Secondary Complaint”) must be prepared by the Grieving Employee within ten (10) working days of the Grieving Employee’s receipt of the Initial Response stating why the proposed reconciliation as set out in the Initial Response is considered by the Grieving Employee unsatisfactory, and it should be submitted to ISWO's Executive Director. ISWO's Executive Director will organize an independent panel (the “Review Panel”) composed of members of ISWO's Board present the Secondary Complaint to the Review Panel, which in turn will review the Secondary Complaint and respond.
- d) Every effort will be made to respond to the Secondary Complaint within thirty (30) working days, however, where this timeline cannot be met, the Grieving Employee will be contacted and advised that an extension is required.
- e) The response of the Review Panel will be considered final.

3. Where the Matter in Dispute relates to ISWO's Executive Director, the Grieving Employee’s written complaint will be delivered to the Grieving Employee’s supervisor/manager who, in turn, will forward the Grieving Employee’s written complaint to ISWO's Board Executive Committee. ISWO's Board Executive Committee will make a recommendation to the ISWO's Board and the ISWO's Board,

after deliberation and consideration of such information as ISWO's Board deems appropriate, will make a decision on the issue which such decision being final.

Unfounded Complaints

1. If, after review, any Grieving Employee's Matter in Dispute is found to be unsubstantiated and without merit, a record of the Matter in Dispute and the finding will be kept in the Grieving Employee's personnel file.
2. The Executive Committee and/or ISWO's Board may terminate the employment of any ISWO employee who has submitted repeated, unfounded Matter in Disputes pursuant to this Policy.

POLICY:

1. Disciplinary action may be taken to correct an ISWO employee's misbehaviours or misconduct. Disciplinary action is intended to be constructive and not a form of punishment.
2. Disciplinary action is intended to be progressive both with respect to addressing the seriousness of the problem as well as preventing the repetition of the problem.
3. The termination of any ISWO employee will be done in accordance with this Policy and applicable Provincial legislation and regulations as may be in place from time to time.
4. The following actions are examples that may warrant progressive discipline, and possible termination, and are not meant to be definitive of the types of actions warranting such discipline:
 - inability to carry out duties and assignments;
 - unauthorized and repeated absences or lateness for work;
 - intoxication and substance abuse while on duty;
 - harassment and intimidation of employees;
 - physical and verbal abuse of others;
 - abuse and continuous misuse of the Organization's property and equipment;
 - theft and wilful damage of the Organization's property;
 - dishonest reporting of expenses or falsification of reports;
 - wilful misconduct or disobedience;
 - serious neglect of duty;
 - serious breach of confidentiality;
 - breach of the Organization's code of ethics; or
 - repeated instances of similar less serious offences.
5. In all cases, any type of disciplinary action will be administered in private and in a professional manner that is respectful of the ISWO employee's dignity.
6. In all cases, the ISWO employee (the "Defaulting Employee") will be given an opportunity to discuss the circumstances resulting in any disciplinary action with the appropriate personnel at ISWO.

7. Disciplinary action will vary according to circumstances and the Defaulting Employee's supervisor/manager will be consulted for any disciplinary issue.

8. The following factors will be considered in determining the appropriate disciplinary action to be taken:

- a) the seriousness of the occurrence;
- b) the effect or the potential effect of the occurrence; and
- c) prior reprimands or disciplinary actions.

9. The seriousness of an action requiring disciplinary action will be determined by the Executive Director and the Defaulting Employee's supervisor/manager

10. The disciplinary procedure may, dependent on the seriousness of the action requiring disciplinary action, consist of the following three corrective steps:

- a) verbal identification;
- b) written warning; or
- c) suspension with or without pay.

Since each situation is unique, the process may not consist of each and every step identified above and may be handled in an appropriate combination of disciplinary action, or through the use of other measures.

11. Any Defaulting Employee who disagrees with the disciplinary actions may file a grievance pursuant to Section 16 "Complaint Resolution and Grievance" of this Policy.

PROCEDURE

1. The following are recognized as progressive disciplinary actions.

Verbal Identification of Issue

- a) The verbal identification of an issue will be used involving a first action requiring disciplinary action of a minor nature.
- b) The Defaulting Employee's supervisor/manager will meet with ISWO's Executive Director privately to discuss the issue. The Defaulting Employee's supervisor/manager will then meet privately with the Defaulting Employee to:
 - i) describe the issue or behaviour concerned;
 - ii) outline the expected behaviour change or action required; and
 - iii) record in writing the discussion that took place between the Defaulting Employee's supervisor/manager and the Defaulting Employee.
- c) The Defaulting Employee's supervisor/manager will maintain a copy of the recorded discussion and provide a copy to the Defaulting Employee as well a copy for the Defaulting Employee's personnel file.

Written Warning

- d) The written warning is used for subsequent occurrences of a minor nature where oral reprimands did not bring about the sought after correction. The written reprimand may also be used for first occurrence of a more serious nature.

- e) Before the written reprimand is provided to the Defaulting Employee, the Defaulting Employee's supervisor/manager will consult and inform ISWO's Executive Director of the issues involved and the reasons for the written reprimand.
- f) Such reprimands should impress upon the Defaulting Employee the serious nature of the matter.
- g) The written warning will identify:
 - i) a reference to the earlier discussion(s) if applicable or identification of the concern;
 - ii) consequences, including possible termination, if the problem persists;
 - iii) the expected corrected behaviour the Defaulting Employee needs to take and the time frame in which such behaviour is expected to change; and
 - iv) a warning that "any further violation of a similar nature could result in progressive discipline, up to and including termination".
- h) The Defaulting Employee will be provided with a copy of the written reprimand and a copy provided to the Defaulting Employee's supervisor/manager for inclusion in the Defaulting Employee's personnel file.
- i) If the same or related problem does not occur during the following two (2) years, the written warning will be removed from the Defaulting Employee's personnel file.
- j) ISWO's Executive Director, in consultation with the Defaulting Employee's supervisor/manager will determine the appropriate number of written warnings, given the nature of the occurrence, prior to the next disciplinary step.

Suspension With or Without Pay

- k) Suspension with or without pay may be imposed for a first occurrence, particularly if the Defaulting Employee's misconduct or other action is of a serious nature, however, it may be also used as a form of progressive discipline for repeated misconduct when written warnings were unsuccessful.
- l) ISWO's Executive Director, in consultation with the Defaulting Employee's supervisor/manager will determine if a suspension with or without pay is the appropriate action to take place and will also determine the length of time for suspension.
- m) the Defaulting Employee's supervisor/manager will document this form of disciplinary action and will provide the decision in writing to the Defaulting Employee and will place a copy of all relevant documentation to the Defaulting Employee's personnel file.
- n) Occurrences of a serious nature will remain in the Defaulting Employee's personnel files permanently.

19. RESIGNATION

OBJECTIVE

Although ISWO hopes that employment with the Organization will be a mutually rewarding experience, it is understood that varying circumstances do cause employees to voluntarily resign employment. Should this time come, ISWO employees (the 'Resigning Employee') are asked to follow the guidelines below regarding notice and exit procedures

PROCEDURES

1. Notice of resignation. Resigning Employees are encouraged to provide the Organization with two (2) weeks' notice of the Resigning Employee's intention to resign in order to facilitate a smooth transition out of the Organization. If a Resigning Employee provides less notice than requested, the Organization may deem the Resigning Employee to be ineligible for rehire depending on the circumstances regarding the notice given.
2. Form of resignation notice. All resignations must be received in writing and must include the reason for leaving and the effective end date of employment.
3. Resignation for failure to report to work. A Resigning Employee who fails to report to work for three (3) consecutive days without properly communicating to their supervisor/ manager the reasons for their absence will be viewed as voluntarily resigning his or her employment as of the third day.
4. Rescission of resignation. A Resigning Employee will not be allowed to rescind a resignation, once the resignation has been confirmed by the Organization. A Resigning Employee who wishes to discuss concerns about their continued employment before making a final decision to resign are encouraged to do so consistent with the Organization's retention program.
5. Eligibility for rehire. Resigning Employees who resign in good standing under this Policy and whose documented performance is above average under the Organization's performance management system will be eligible for reemployment. Resigning employees will be considered for open positions along with all other candidates.
6. Exit Questionnaire. Resigning Employees will be asked to complete the ISWO Exit Questionnaire to provide the Resigning Employee with an opportunity to highlight any questions or concerns related to their employment with ISWO.
7. Returning of ISWO Assets. Resigning Employees must return all ISWO property, including keys, FOB"s, credit cards, cellular phones, laptops and other equipment, Resigning Employees who fail to return any of the Organization's property will be deemed ineligible for rehire and may be subject to legal proceedings/criminal action.
8. Forwarding address. Resigning Employees will be asked to confirm their forwarding address to ensure that benefits and tax information are received in a timely manner.

20. TERMINATION

POLICY

1. Termination of employment may result when progressive disciplinary measures fail and the Defaulting Employee's conduct or work habits have not improved.
2. A single occurrence of a serious nature may also result in the immediate termination of Defaulting Employees' employment for just cause.

3. Where continued employment of the Defaulting Employee may jeopardize the Organization's operations and staff morale, the employee may be subject to immediate termination for cause.
4. When terminating a Defaulting Employee the provisions of the Act will be followed.
5. This decision terminating a Defaulting Employee shall be provided to the Defaulting Employee in writing and all documentation copied to the Defaulting Employee's personnel file.

PROCEDURE

Probationary Employees

1. ISWO's Executive Director will determine whether the employment of a Probationary Employee will be terminated, and such a determination will be based on the Probationary Employee's performance and evaluation, with such evaluation being conducted at least one (1) week prior to the expiry of the Probationary Employee's Probation Period.
2. If a decision is made to terminate a Probationary Employee's employment, such a decision will be in writing and given to the Probationary Employee on or before the last day of the Probation Period.
3. The termination of the employment of a Probationary Employee is not appealable to the ISWO Board's Executive Committee or the ISWO's Board.
4. Unless the termination procedures as provided for in paragraphs 1-3 of this Section of the Policy are followed, the Probationary Employee will be considered a Permanent Employee as of the end of the Probation Period.
5. In the instance where the Probationary Employee is ISWO's Executive Director, the decision to terminate must be made by the ISWO's Board

Contract Employees

1. A Contract Employee ceases to be an ISWO employee at the end of the specified term of their employment contract unless an extension has been authorized by ISWO's Executive Director or the Contract Employee has been appointed to another temporary or permanent employment position with the Organization.
2. Contract employees may also be terminated if there is a conditional clause in their employment contract. However, such an employee will be entitled to notice of termination or termination pay if:
 - a) the employment ends before the term expires or the task is completed;
 - b) the term expires or the task is not completed more than twelve (12) months after the employment started; or
 - c) the employment continues for three (3) months or more after the term expires or the task is completed;

Permanent Employees

1. The employment of a Permanent Employee cannot be terminated except:
 - a) for just cause as defined by the relevant jurisprudence and in accordance with the procedures as contained within the Act and this Policy; or
 - b) when funding for the Permanent Employee's position is no longer available, provided however, that proper procedures as contained within this Policy and the Act are followed.
2. For the purposes of this Policy, and in addition to the relevant jurisprudence, just cause will include any behaviour that offsets a Permanent Employee's performance on the job or can be proved to be detrimental to the best interest of the Organization and includes, but is not limited to, the following broad categories:
 - a) is guilty of wilful misconduct; or
 - b) disobedience or wilful neglect of duty that is not trivial and has not been condoned by the employer.

For the purposes of this Policy, "wilful" includes when an employee intended the resulting consequence or acted recklessly knowing the effects their conduct would have.

3. Except for serious offences, no Permanent Employee will be terminated for just cause without following the progressive disciplinary procedures as outlined in Section 17 "Discipline" of this Policy.
4. ISWO's Executive Director, in consultation with Permanent Employee's supervisor/manager, will determine when a Permanent Employee's employment with the Organization will be terminated. ISWO's Executive Director will inform the ISWO's Board of Directors in writing of any Permanent Employee's termination pursuant to this Policy.
5. ISWO's Executive Director will provide the Permanent Employee with a letter that their employment has been terminated and the reasons for such termination. Except in cases where a Permanent Employee is terminated for just cause, the Permanent Employee will be provided with the appropriate amount of notice or pay in lieu of notice as set out in the Act.
6. A Permanent Employee will be provided the opportunity to appeal their termination within two (2) weeks of such termination by providing ISWO's Executive Director in writing the reasons (the "Written Appeal") why such termination should not be upheld.
7. ISWO's Executive Director will present the Permanent Employee's Written Appeal to the ISWO's Board for ratification and a decision made within thirty (30) days of ISWO's Executive Director receiving the Written Appeal.
8. Where a Permanent Employee's Written Appeal is upheld by ISWO's Board, the Permanent Employee will not suffer any loss of pay as a result.
9. If a Permanent Employee's position is no longer available due to lack of funding, changes in programming, or other similar reasons, the Permanent Employee may be laid off by the Executive Director. Such Permanent Employees will be given notice in writing outlining the reasons for the lay-off all in accordance with the Act.

10. All Permanent Employees will be required to give ISWO's Executive Director two (2) weeks written notice of their intended resignation.
11. ISWO's Executive Director must give three (3) months advance written notice to ISWO's Board of his or her intention to resign or for an extended leave of absence, in order to train appropriate person to fulfil the position.
12. Upon termination all Permanent Employees are entitled to any outstanding salary and vacation pay, however, any outstanding advances, or any other monies owing to the Organization shall be deducted from a Permanent Employee's final pay cheque.
13. All ISWO's property that a Permanent Employee, Probationary Employee or Contract Employee may have in their possession will be returned to the Executive Director.
14. Final pay cheques will be held until all property of the Organization is returned, including any office keys.
15. Exit interviews will be conducted by the Permanent Employees' supervisor / manager and reasons for termination on the part of the Permanent Employee will be discussed and documented by the Permanent Employee's supervisor/manager. This information will be passed on to the quality assurance administrator for quality improvement and staff retention purposes.

21. HARASSMENT and WORKPLACE VIOLENCE

POLICY:

1. ISWO recognizes the right of all ISWO employees to work in an environment free from any form of harassment. The Ontario Human Rights Act and the Ontario Labour Code protect all ISWO employees from harassment and workplace violence, including domestic violence. Ontario's Occupational Health and Safety Act provides protection for all workers from workplace violence and addresses workplace harassment.
2. ISWO seeks to provide a safe, healthy, and rewarding work environment where the Organization's employees are treated with dignity and respect, free from discrimination and harassment. To this end, ISWO's Board and ISWO employees agree that any form of harassment or workplace violence will not be tolerated.
3. ISWO recognizes that:
 - It is in everyone's best interest to resolve harassment situations at the outset.
 - Supervisors and managers who are aware of harassment in the workplace are expected to address the situation promptly, whether or not a complaint has been filed.
 - A harassment complaint is a serious matter. It will be dealt with in a reasonably prompt and confidential manner.
4. ISWO employees are encouraged to report any incidents of workplace harassment. The Organization's management will investigate and deal with all concerns, complaints, or incidents of

workplace harassment in a timely and fair manner while respecting ISWO employees' privacy, to the extent reasonably possible.

5. Disciplinary action will occur for those guilty of harassment or workplace violence, up to and including termination of employment in accordance with the terms and provisions of this Policy.

Definition of Workplace Violence

1. The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker.

2. An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker.

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.

Definition of Harassment

1. Workplace harassment means engaging in a course of vexatious comment or conduct against a worker, in a workplace, that is known or ought reasonably to be known to be unwelcome. Harassment includes knowingly permitting, or failing to take reasonable steps to terminate such behaviours, and includes failing to take all reasonable subsequent steps to mitigate or avoid the effect of harassment after it has occurred. Harassment must be seen as being "in the eye of the beholder" and must be taken seriously.

2. Workplace harassment may include bullying, intimidating or offensive jokes or innuendos, displaying or circulating offensive pictures or materials, or offensive or intimidating phone calls. (Please see Health & Safety guidelines).

3. Harassment includes knowingly permitting, or failing to take reasonable steps to terminate such behaviours, and includes failing to take all reasonable subsequent steps to mitigate or avoid the effect of harassment after it has occurred. Harassment must be seen as being "in the eye of the beholder" and must be taken seriously.

4. Harassment may also relate to a form of discrimination as set out in the Ontario Human Rights Code, but it does not have to. The Ontario Human Rights Code protects employees and customers from harassment that is related to their race, national or ethnic origin, colour, religion, age, sex, marital status, family status, disability, pardoned conviction, or sexual orientation.

5. Sexual harassment means one or a series of incidents involving unwelcome sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature.

6. Harassment includes, but is not limited to, one or a combination of the following:

- a) Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, colour, religion, gender, national origin, age, or disability (including jokes or pranks that are hostile or demeaning with regard to race, colour religion, gender, national

- origin, age, or disability) that is displayed on walls, bulletin boards, or other locations or circulated in the workplace.
- b) Remarks concerning a person's capabilities based upon the perceived group to which the person belongs.
 - c) Assignment of work that could be considered humiliating in the workplace.
 - d) Ostracizing and/or engaging in lateral violence.

PROCEDURE

Dealing with Workplace Violence

1. Contact police first in emergency situations. If a situation has turned violent or if there is a threat of violence occurring, employers and workers should call police. Police officers deal with violent individuals and matters under the Criminal Code. (See Health & Safety Guidelines).

Dealing with Harassment

1. When any ISWO employee (the "Affected Employee" or the "Complainant") feels that they are being harassed, whether generally or sexually, the following procedures are to be followed in reporting such harassment.

ISWO Employees

2. If at all possible the Affected Employee should immediately make their discomfort and disapproval known to the harasser and advise him/her that this behaviour (the "Alleged Harassing Incident") is unwelcome and unacceptable.

3. Keep a record of incidents (dates, times, locations, possible witnesses and any response made).

4. The Affected Employee may want to proceed informally at first. This means that the Affected Employee can ask their supervisor/manager or designated person to help the Affected Employee communicate with the other person, or to speak to them on their behalf, without going through a formal complaint. The informal approach may not always be possible or successful, but when it is, the Affected Employee may be able to resolve the situation quickly.

5. The Affected Employee can submit a formal complaint in writing (the "Complaint"), to their direct supervisor/manager, or in the case that the supervisor/manager is the perpetrator of the harassment, directly to ISWO's Executive Director. In the event ISWO's Executive Director is the perpetrator of the harassment, then the Affected Employee can submit the Complaint to ISWO's Board.

ISWO Management

6. Upon receipt of the Complaint, the Affected Employee's supervisor/manager will forward the Complaint to the Organization's Health & Safety Committee (such committee to be made up of ISWO's Executive Director, a senior manager that is uninvolved in the Complaint and a member of ISWO's Board) and provide a report (the "Incident Report") on the Alleged Harassing Incident. In the event the perpetrator is ISWO's Executive Director, the Complaint will go directly to ISWO's Board.

7. ISWO's Executive Director, or, if applicable, ISWO's Board, will direct the following to occur:
- a. The Organization's Health and Safety Committee (the "Committee") will take whatever steps are necessary to investigate the Complaint, including interviewing the Affected Employee, any witnesses to the Alleged Harassing Incident and the alleged harasser;
 - b. Based upon all the information gathered in relation to the Alleged Harassing Incident, ISWO's Executive Director or a representative of the Committee, if necessary, will submit a report on the Alleged Harassing Incident to ISWO's Board, including any decisions that would resolve the Alleged Harassing Incident;
 - c. ISWO's Board will have the final decision (the "Board's Written Resolution") as to resolving the Alleged Harassing Incident;
 - d. ISWO's Executive Director or, if applicable, the Affected Employee's supervisor/manager will forward the Board's Written Resolution decision to the parties involved in the Alleged Harassing Incident, and will inform the parties involved in the Alleged Harassing Incident of any actions to be taken;
 - e. all parties involved will treat all information as strictly confidential; and
 - f. if the allegations are of a nature that warrants police action ISWO's Executive Director or, in applicable, a senior manager will immediately notify ISWO's Board.
8. If appropriate in the circumstances, and if acceptable to all parties, a Complaint may be resolved by ISWO's Executive Director, a senior manager, and ISWO's Board and a written record of the Complaint and its resolution will be kept on file.
9. Disciplinary action will be taken against anyone who is determined to have harassed any individual covered by this Policy. Disciplinary action may involve a warning, counselling or immediate termination of employment, depending on the circumstances and severity of Alleged Harassing Incident. (see Discipline Policy).

Repeated Unfounded Complaints

10. If, after review, any Complaint is found to be unsubstantiated and without merit, a record of the Complaint and the finding will be kept in the Affected Employee's personnel file.
11. If there are repeated, unfounded Complaints submitted by any ISWO employee, ISWO's Executive Director and/or ISWO's Board may terminate that ISWO employee's employment under the terms of this Policy.

Appeals

12. If the Complainant is not satisfied with the resolution of their Complaint by ISWO's Executive Director, a senior manager or ISWO's Board, they may submit a complaint to the Human Rights Commission of Ontario or the Ministry of Labour. A Complainant also retains the right to exercise any other legal avenues available.
13. All Complainants should be aware that this appeal and legal options are available to them at any point during the procedure. However, it is encouraged that there be serious attempts made to pursue resolution amongst the parties directly involved

Domestic Violence in the Workplace:

Recognize the signs:

Recognizing Domestic Violence in the Workplace is in all ISWO employees best interests.

The victim may:

- try to cover bruises; be sad, lonely, withdrawn, and afraid;
- have trouble concentrating on a task;
- apologize for the abuser's behaviour;
- be nervous when the abuser is in the workplace;
- make last-minute excuses or cancellations;
- use drugs or alcohol to cope or miss work frequently or more often than usual.

The abuser may:

- interfere with the victim while at work by repeatedly phoning or emailing the victim;
- stalking and/or watching the victim;
- showing up at the workplace and pestering co-workers with questions about the victim (Where is she? Who is she with? When will she be back? etc.);
- displaying jealous and controlling behaviours;
- lying to co-workers (she's sick today, she's out of town, she's home with a sick child, etc.);
- threatening co-workers (if you don't tell me, I'll...);
- verbally abusing the victim or co-workers;
- destroying the victim's or the organization's property;
- physically harming the victim and/or co-workers.

The abuser may attempt to prevent the victim from getting to work by: interfering with transportation by hiding or stealing the victim's car keys or transportation money; hiding or stealing the victim's identification cards; threatening deportation in a situation where the victim was sponsored; failing to show up to care for children; or physically restraining the victim.

PROCEDURE

1. All ISWO employees must report suspected domestic violence to their immediate supervisor/manager.
2. ISWO supervisors/managers may request that the ISWO employee document their concerns or any incidents noted.
3. ISWO supervisors/managers will keep the ISWO employee's name confidential and there will be no reprimands or disciplinary action against an ISWO employee or any other individual for reporting (in good faith) the domestic violence or suspected domestic violence.
4. ISWO supervisors/managers will inform the Organization's Employee Assistance Program ("EAP").
5. ISWO supervisors/managers will hold the alleged abuser accountable for any unacceptable behaviour and ensure that the alleged abuser's victim and co-workers are protected.

6. ISWO supervisors/managers will set up alternative work arrangements so the alleged abuser does not have direct or immediate access to the victim.
7. ISWO supervisors/managers and any other staff member or person on-site will call the police to investigate and request restraining orders that keep the abuser away from the Organization's workplace and the victim when necessary.
8. ISWO supervisors/managers will ensure that co-workers do not try to intervene physically to prevent or stop the violence themselves, and that police or other support persons are involved (i.e. EAP, counsellors, etc.).
9. ISWO supervisors/managers will inform the building manager and discuss security measures.
10. ISWO supervisors/managers will meet with the victim, EAP, police, and other support persons where necessary in order to come up with a 'safety plan' for the victim. The EAP will be able to assist with the development of an effective safety plan.

The Health & Safety Committee will:

1. Reasonably participate in the investigation of incidents that involve personal injury or threat of personal injury, property damage or police involvement.
2. Review the information and documentation regarding the incident(s) and provide recommendations to management to reduce or eliminate the risk of violence and recommend corrective measures for the improvement of the health & safety of staff.
3. Respond to employee concerns related to workplace violence and communicate these to the Organization's management.

22. EMPLOYEE TRAINING DEVELOPMENT

POLICY:

1. ISWO recognizes the importance of the professional development of its employees and wishes to support such development to the extent that it is reasonably possible for the Organization to do so.
2. ISWO will support Permanent Employees, as is reasonably possible, to obtain additional education or training in order to increase their competence in their present employment, to enhance and increase their present skills and to prepare them for future advancement.

PROCEDURE:

1. Permanent Employees may request, in writing, leave with pay to attend training development that will increase their competence in their present employment with the Organization or would enhance and increase their present skills to prepare them for future advancement in the Organization.

2. Requests by Permanent Employees for training development must be made directly to their supervisor/manager who will consult with ISWO's Executive Director. Such training must be directly related to the person's job/responsibilities.
3. The supervisor/manager can approve requests by Permanent Employees for training development that are not longer than one (1) week in duration, and within his/her purchase order authority as set out in the ISWO's Financial Policy.
4. Requests by Permanent Employees for training development that is longer than one (1) week in duration, or over the supervisor/manager's authority as set out in the ISWO's Financial Policy will be reviewed by ISWO's Executive Director.
5. Permanent Employees' written requests for training development leave will be reviewed by ISWO's Executive Director and approval may be given on a case-by-case basis in accordance with the provisions of this Policy. (Please see Employee Leave of Absence Section).
6. The Organization may reimburse all eligible Permanent Employees for tuition, books and other approved educational fees upon successful completion of the course of study, training or learning experience that had been approved by ISWO's Executive Director.
7. All Permanent Employees that complete a training development course will have to sign a contract with Organization acknowledging their agreement to remain employed with Organization for a minimum of 12 months after the completion of their training , and at the discretion of ISWO's Executive Director, a Permanent Employee that completes a training development course but terminates their employment with the Organization prior to the said minimum 12 months period will be required to reimburse the Organization for all costs associated with the training that have been advanced by the Organization.
8. All new ISWO employees will be oriented to the program and will receive Accessibility Standards Training, including Ontario Human Rights Commission training and Accessibility for Ontarians with Disabilities Act training. ISWO supervisors/managers will ensure that all new ISWO employees receive this training and sign off on it.

23. PERSONNEL RECORDS

POLICY:

1. ISWO will maintain accurate and current personnel records on every ISWO employee.
2. The personnel records will, at a minimum, consist of an individual file for each ISWO employee that will contain the employee's initial application for employment and/or personal resume, evaluations, documentation of any disciplinary action, leave credits and usage, sick leave entitlement, vacation entitlement, pay entitlement, documents verifying training prerequisites, and correspondence.

PROCEDURE:

1. The Organization's designated Finance and Personnel Administrator or, if applicable, Mental Health Manager will be responsible for ensuring that a personnel file will be kept up-to-date on all ISWO employees.
2. Only the ISWO employee, ISWO's Executive Director and the Organization's designated Finance and Personnel Administrator will have access to an ISWO employee's personnel file.

24. CODE OF ETHICS

POLICY:

1. The Code of Ethics as set out in this Policy is the ISWO's guiding principles.
2. ISWO encourages fairness and diversity of all backgrounds and experiences in the workplace.
3. The Code of Ethics, in conjunction with the Seven Sacred Teachings, speak to how the Organization operates, including, but not limited to, the interaction amongst clients, sponsors, funders, staff, members and other stakeholders.
4. ISWO encourages a culture which values ethical conduct through the Seven Sacred Teachings: honesty, truth, respect, bravery, love, humility and wisdom.
5. The following ethical principles apply to all ISWO Employees and will be reflected in all aspects of the Organization's decision making and service delivery:
 - a. honour and respect the beliefs, traditions and values of the Indigenous peoples of Ontario to whom the Organization provide services;
 - b. respect confidentiality;
 - c. adhere to all policies and procedures outlined in the Organization's Finance, Safety, and Personnel Policies;
 - d. promote and maintain at all times the integrity and dignity of ASWCO's: employees, programs and members;
 - e. avoid conflicts of interests between work and personal affairs.

PROCEDURE:

1. All ISWO Employees will read and sign the Code of Ethics at time of hire.
2. All ISWO Employees will sign a declaration of compliance at the time of their annual performance review.
3. Any breach of the Code of Ethics may be subject to disciplinary action.
4. Compliance with the Code of Ethics and standards of conduct means that all ISWO employees will:
 - Always conduct oneself in a professional manner.

- Always notifies a supervisor/manager when becomes aware of any ISWO employee who is behaving inappropriately.
- Demonstrate compassion towards clients, coworkers and all others.
- Periodically assess personal wellbeing and impact on job performance.
- Refrain from activity that would discredit the Organization.
- Respect the privacy of others.
- Every ISWO employee will promote and respect the cultural diversity of the Organization's workforce.
- Take responsibility and be accountable for actions at all times.
- Act and communicate honestly.
- Declare a conflict of interest where necessary.
- Carry out directives in a wise and prudent manner.
- Offer constructive criticism (that will assist in improving).
- Help others when and where necessary.
- Be cooperative at all times.
- Respect confidentiality of coworkers, stakeholders, clientele and others.
- Base decisions on facts.
- Put forth one's best effort at all times – no matter how tiny the task.
- Treat equipment as if it were your own.
- Ensure inclusion of pertinent information in advertisements, reports or other documentation important in decision making that one has knowledge of.

5. Failure to uphold Code of Ethics and standards of conduct could result in progressive discipline.
See: Progressive Discipline.

6. In meeting these responsibilities, ISWO expects its management and general staff to be free of influential interests and activities that may prevent them from acting in the Organization's best interest.

7. See Attached "Framework for Making Ethical Decisions".

25. PRIVACY POLICY

1. Accountability
 - a) ISWO is responsible for all personal information under its care, custody, and control, including information that has been transferred to a third party.
 - b) Overall responsibility for privacy compliance rests with ISWO's Board. Day-to-day privacy compliance and oversight are delegated by ISWO's Board to ISWO's Executive Director.
 - c) ISWO's Executive Director is to oversee the implementation of the Organization's Privacy Policy.
 - d) ISWO's Executive Director will be responsible for the following tasks:
 - Ensure ISWO's continuing compliance with all applicable provincial and federal privacy legislation ("Privacy Legislation");
 - Ensure that all ISWO employees and agents working with/for ISWO are appropriately informed of their duties under the Privacy Legislation;

- Respond as reasonably required to inquiries from the public about ISWO's information practices;
- Where appropriate and applicable, respond to clients', stakeholders' and funders' requests for access to or correction of a record of personal information for the respective client, stakeholder and funder that is in the custody, care, or control of ISWO; and
- Receive and respond to complaints from the public about ISWO's alleged contravention of the Privacy Legislation.

2. Consent

- a) ISWO will inform any and all individuals (the "Consenting Individual") in a meaningful way of the purposes for the collection, use and / or disclosure of personal information. ISWO will at all times obtain the Consenting Individual's informed and meaningful / knowledgeable consent before or at the time of collection, as well as when a new use of their personal information is identified.
 - Consent is considered valid when it is reasonable to expect that individuals can understand the nature, purpose and consequences of the collection, use or disclosure to which they are consenting.
 - How the information will be used and with whom it will be shared must be explained to the Consenting Individual. This explanation should be clear and comprehensive.
 - Proof that consent has been received must be retained.
- b) When personal information that has been previously collected is to be used for a new purpose, ISWO must obtain the Consenting Individual's consent for using their data for the new purpose.
- c) Consent of an Consenting Individual will not be required if the collection / use / disclosure of that personal information is specifically identified in any applicable legislation (eg. "Duty to Report")
- d) Consent will not be obtained by deceptive or coercive means
- e) A third-party substitute decision maker may exercise their power to provide consent with respect to the collection / use / disclosure of personal information on someone else's behalf in the following cases:
 - Where a capable individual, who is at least sixteen years old, authorizes in writing a substitute decision-maker to make personal information decisions on his or her behalf.
 - Where the individual is deceased.
 - Where existing provincial or federal legislation confer authority on persons to act on behalf of others with respect to personal information decisions.
 - Where the individual is a capable child under the age of 16.
 - Where the individual is mentally incapable of making his or her own information decisions.
- f) The Consenting Individual may, at any time, withdraw their consent to have their information used for the purpose for which it was collected, or they may withdraw their consent to have their information disclosed to third party individual(s) / organization(s).
 - The implications of withdrawing consent must be explained to the Consenting Individual.
 - When the Consenting Individual still wants to withdraw consent, the individual will be asked to provide the notification of withdrawal in writing.

- The Consenting Individual's personal information will immediately be updated to reflect the withdrawal of consent, and will no longer be used / shared for the purposes for which it was originally collected.
 - Withdrawal of consent will not have a retroactive effect (any previously shared information will not be retrieved from third parties). Any previously collected information shall remain in the care, custody, and control of ISWO, but will no longer be used / shared as per the Consenting Individual's instructions. Further, the withdrawal of consent will be forwarded to any agents that the Consenting Individual's information has been shared with
- g) If the Consenting Individual has indicated to a staff member that they are withdrawing consent but refuses to provide written confirmation, then the employee receiving such information will make a written note of the withdrawal of consent and reasons given (if any) for the purposes of keeping written records of the event.
 - h) Any issues / concerns surrounding the Consenting Individual withdrawal of consent will be forwarded to ISWO's Executive Director for resolution.
3. Limiting Collection
 - a) ISWO limits the collection of personal information to what is necessary for its purposes unless required by law to collect additional information.
 - b) ISWO collects information by fair and lawful means and will not collect personal information indiscriminately.
 - c) Personal information will be collected through ethical means, and not through acts of deception or coercion.
 4. Limiting Use, Disclosure and Retention
 - a) Personal information is retained only as long as is necessary for the fulfillment of the purposes for which it was collected.
 - b) If ISWO proposes to use personal information for a new purpose, it documents and makes a public notice for the new purpose. ISWO obtains the consent of the Consenting Individual before the information is used for that purpose, unless law permits the new purpose.
 - c) ISWO employees, consultants, students and other individuals follow established procedures that govern the storage and destruction of personal information. These procedures can be found in the ISWO Document Retention and Destruction Policy.
 - d) In the event that personal information collected is inappropriately shared with an unnecessary employee or third party – whether intentionally or unintentionally – the incident must be considered as a privacy breach. Once a breach has been identified, ISWO's Executive Director must be notified, who must then conduct a formal privacy breach investigation as outlined in the ISWO Privacy Breach/Complaint Investigation Policy.
 5. Accuracy
 - a) ISWO ensures that the personal information it uses and discloses within its care, custody, and control is as accurate, complete, and up-to-date as is necessary for the purposes for which it is intended.
 - b) ISWO does not routinely update personal information unless such a process is necessary to fulfill the purposes for which the information was collected.

6. Safeguards

- a) ISWO protects personal information under its care, custody, and control. Personal information is protected against loss or theft, as well as unauthorized access, disclosure, copying, use or modification, regardless of the format in which it is held. The methods of protection include:
 - This Privacy Policy.
 - Limiting access to information on a “need-to-know” basis.
 - Physical safeguards such as locked filing cabinets, locked file rooms, and restricted access to offices.
 - Technical safeguards such as the use of passwords and encryption, and well as “locking out” staff members from certain files when there is an identified conflict-of-interest such as a familial relationship, or when client, funders and stakeholders have specifically requested that their file be “locked out”
- b) ISWO employees are to be made aware of the importance of maintaining the confidentiality of personal information through this policy, as well as through privacy orientation training.
- c) All ISWO employees consultants, students, and any other person working with ISWO are required to sign the ISWO Privacy and Confidentiality Agreement.
- d) Care is used in the disposal or destruction of personal information, to prevent unauthorized parties from gaining access to the information – following ISWO Document Retention and Destruction Policy.

7. Openness

- a) ISWO shall make specific information about its policies and practices regarding to the management of personal information readily available to ISWO employees and. other individuals who the Organization deems appropriate to advise.
- b) ISWO shall have a Privacy Statement about its policies and practices relating to the management of personal information publically available.

8. Individual Access

- a) ISWO employees are informed of the existence, use, and disclosure of their personal information that is in the care, custody, and control of ASWCO
- b) ISWO employees may access their personal information under the care, custody, and control of the ISWO by submitting a request in writing. The written request is then forwarded to ISWO's Executive Director for review and action.
- c) ISWO's Executive Director will verify that any ISWO employee has the legal right to have access to the information being requested. ISWO may make exceptions to providing this information in limited and specific cases when:
 - information is prohibitively costly to provide;
 - information contains references to other individuals;
 - information cannot be disclosed for legal or security reasons; or
 - information is subject to solicitor-client or litigation privilege.
- d) ISWO's Executive Director responds to an ISWO employee's access request within the response time detailed in all applicable Provincial/Federal legislation, and at minimal cost to the ISWO employee.

- e) ISWO's Executive Director will contact the ISWO employee to set up an appointment on site to allow the ISWO employee to view their personal information. The ISWO employee, at that time, will be provided with:
- a quiet, secure room to review their information in private
 - an opportunity to meet with ISWO's Executive Director to discuss any issues about their personal information on file
- ISWO employees will be not allowed to remove any of the records provided for their review as these records remain the property of ISWO
- f) When an ISWO employee successfully demonstrates the inaccuracy or incompleteness of personal information, ISWO shall correct the information as required by law. Where appropriate, the amended information is transmitted to third parties having access to the information in question so that they may make the correction to the file in their respective records.

26. CONFIDENTIALITY

POLICY:

1. It is the responsibility of all ISWO employees and other individuals working with or for the Organization (agents) to preserve and protect confidential client, stakeholder, funder employee and ISWO's business information.
2. For the purposes of this Policy, the term "Confidential Client Information" shall include any individually identifiable information in ISWO's possession and will include all information related to the Organization's clients, stakeholders, funders employees and ISWO's business information and operations whether such information is written, verbal, or in another format.
3. Confidential Employee Information includes, but is not limited to:
 - a) ISWO employee personal information such as:
 - Social Insurance Number, address, date of birth, marital status, etc.;
 - Hiring/Position Documentation (Resumes, Employment Contracts, Compensation and Benefits, Attendance, etc.);
 - Performance Measures (reviews, recognitions, warnings or disciplinary actions); and
 - Resignation / Termination / Lay-off Records.
 - b) ISWO employee Health or Medical Information:
 - All documentation associated with staff insurance and benefit enrollment;
 - Workers Compensation records;
 - Records regarding reasonable accommodations for the employee;
 - Doctors Notes; and
 - Results of Drug Testing.
 - c) ISWO employee Investigative Records:
 - Complaints of harassment, discrimination, retaliation, and threats;
 - Violations of rules or policies; conduct or disciplinary problems;
 - Performance Issues;
 - Workplaces injuries and illnesses; and
 - Safety and security issues.

4. Confidential Business Information also includes information which is operationally / strategically privileged and proprietary in nature that ISWO employees, volunteers and agents and members of ISWO's Board may have access to or be exposed to.
 - It is the policy of ISWO that such Confidential Business Information must be kept confidential both during and after employment or volunteer service.
 - ISWO employees, agents, volunteers and members of ISWO's Board, are expected to return materials containing privileged or confidential information at the time of their termination of employment or expiration of service.
5. Access to and use of Confidential Business Information is restricted by the job duties of the individual working with or for the Organization. Confidential Business Information must only be used as required to perform the responsibilities of the job on an as needed basis.
6. ISWO employees are responsible to maintain confidentiality when assessing, storing, retrieving, and/or transmitting any part of the Organization's clients, stakeholders, funders employees records no matter what form that Confidential Business Information is recorded on.
7. ISWO employees are prohibited from:
 - a) Sharing, lending, or borrowing access codes;
 - b) Sharing or trading electronic mailboxes on any system;
 - c) Leaving a computer monitor unattended with Confidential Business Information displayed or accessible; and
 - d) Using the Organization's computer system to search for personal information (i.e. browsing) of or on ISWO's clients stakeholders, funders employees that is not required as part of that employees' specific job duties
8. The removal of Confidential Business Information in any form from the Organization's places of business must be authorized by the ISWO employee's immediate supervisor/manager. Anyone approved to remove Confidential Business Information is accountable and responsible for protecting such information until it is safely returned.
9. Confidential Business Information must be disposed of in accordance with Provincial or Federal standards/guidelines for the treatment of confidential information and/or retention of confidential information.
10. Any breach of confidentiality / violation of this policy by an ISWO employee or agent acting on behalf of ISWO may result in disciplinary action including dismissal/legal action. Such employees or agents may also be reported to his or her respective professional body in applicable situations.
11. ISWO employees must at all times follow all applicable provincial and federal legislation regulating the treatment of confidential information and/or retention of confidential information. All Confidential Business Information acquired by the Organization is and will remain the property of ISWO and will be deemed to be confidential. Proprietary information will not be released to the general public or to the news media unless such release has been previously cleared through ISWO's Executive Director.

12. Any Confidential Business Information that is released to the public or news media without being cleared through the ISWO's Executive Director will be considered theft and appropriate legal action taken.

PROCEDURE:

1. ISWO is committed to providing a safe workplace for its employees, stakeholders, agents and clients. As a result, a Criminal Record Check or Vulnerable Sector Check (dependent on the new position) will be required of all new ISWO employees prior to the start of these new ISWO employees employment. In the event that the new ISWO employee has a criminal record, the criminal record will be reviewed by the Organization's hiring committee to determine if the new ISWO employee poses a threat to persons or property of ISWO. Those new ISWO employees deemed to be a threat will have their offer of employment rescinded. Criminal record checks will be kept in an ISWO employee's personnel file, and will only be accessible by select ISWO employees on a need-to-know basis

2. Upon being hired, ISWO must provide each new ISWO employee with orientation on the Organization's current Privacy and Confidentiality Policies. Each ISWO employee is responsible for ensuring they understand the Organization's current Privacy and Confidentiality Policies. It is every ISWO employee's responsibility for obtaining answers to any questions they may have regarding Organization's current Privacy and Confidentiality Policies

27. WHISTLEBLOWING

POLICY:

The Organization supports ISWO employees and volunteers who act in good faith by reporting serious misconduct, otherwise known as whistleblowing, as a means of providing protection from retaliation.

RATIONALE:

ISWO is committed to the principles of integrity, accountability, responsibility, leadership, respect, and openness and expects that all ISWO employees and volunteers will act in a way that enhances confidence in the Organization.

PROCEDURE:

1. ISWO employees and volunteers are expected to fulfil their duty to act honestly and in good faith in reporting alleged serious misconduct and to have reasonable grounds for believing the report to be true.

2. ISWO employees and volunteers have a responsibility to report, preferably in writing, to either a senior supervisor /manager, ISWO's Executive Director or ISWO's Board, as appropriate, serious violations of policies or procedures as well as any other serious misconduct which may be detrimental to the Organization's interests.

3. Examples of serious misconduct include but are not limited to:

- a) Use of ISWO funds or property for any illegal, improper or unethical purpose;

- b) Tampering with or destroying any ISWO accounting or audit-related records or documents except as otherwise permitted or required by policy;
 - c) Fraud or deliberate error in the recording and maintaining of ISWO's financial records, or the preparation, evaluation, review or audit of any of ISWO's financial statements;
 - d) Deficiencies in or non-compliance with ISWO's internal accounting controls;
 - e) Misrepresentations or false statements regarding a matter contained in ISWO's financial records, financial reports or audit reports;
 - f) Deviation from full and fair reporting of ISWO's financial condition, results of operations or cash flows; and
 - g) Any effort to mislead, deceive, manipulate, coerce or fraudulently influence any internal or external accountant or auditor in connection with the preparation, examination, audit or review of any financial statement or records of the ISWO.
4. Where a report of alleged serious misconduct (the "Report") is made verbally, the senior supervisor /manager, ISWO's Executive Director or ISWO's Board, as appropriate, receiving the report must document the discussion, and confirm its accuracy with the ISWO employee, prior to initiating the investigation.
5. Investigations:
- a) The senior supervisor /manager ISWO's Executive Director or or ISWO's Board, as appropriate, must immediately report the alleged serious misconduct to ISWO's Board.
 - b) ISWO's Executive Director or President is responsible for initiating an investigation of alleged serious misconduct (the "Investigation") and may, at their discretion, designate an independent third-party or other appropriate party (the "Investigator") to undertake the Investigation.
 - c) If upon initial assessment it appears that the alleged serious misconduct could materially affect the financial position of ISWO or the integrity of ISWO's system of internal controls, the Investigator will advise ISWO's Executive Director or President.
 - d) In all but exceptional circumstances, individuals accused of the alleged serious misconduct will be given an opportunity to know and respond to the allegations made.
 - e) If an Investigation determines that serious misconduct has occurred, ISWO's Executive Director or President will immediately report the details and any recommended action to ISWO's Board who will in turn adopted the recommendations of ISWO's Executive Director or President or take whatever other action the ISWO's Board deems appropriate in the circumstances. .
 - f) In circumstances where it appears that a criminal act may have occurred, ISWO's Executive Director or President will report the matter to the proper channels and will advise ISWO's Board.
6. Confidentiality:
- a) The Investigation will be attempted on an anonymous basis, and will determine whether to do so in light of all of the circumstances, including the seriousness of the issue raised, the credibility of the concern and the likelihood of confirming the allegation from other sources.
 - b) Confidentiality extends to all records relating to the Report and ensuing Investigation, including but not limited to meetings, interviews and investigative results. Personal information, including the identity of the person reporting the alleged serious

misconduct, will be protected in accordance with the Freedom of Information and Protection of Privacy Act.

- c) Individuals making a Report, Investigators, witnesses and individuals against whom a Report has been made are expected to maintain confidentiality. Breaches of confidentiality may be regarded as serious misconduct and will be treated accordingly.
- d) The Investigations will be carried out in a manner that limits disclosure of the Report and the allegations contained therein on a “need to know” basis. Although the Investigator will take all reasonable steps to protect the identity of the individual reporting the alleged serious misconduct, information collected and retained may be required to be released by law including any release required in court proceedings or other legal proceedings.

7. Potential Consequences of Reporting Serious Misconduct:

- a) If an individual makes an allegation in good faith, which is not confirmed by a subsequent Investigation, no action will be taken against the individual.
- b) Where an ISWO employee or volunteer, comes forward to report their own serious misconduct they will not be exempt from discipline appropriate to the serious misconduct; however, such reporting will be given appropriate consideration as a mitigating factor and these instances will be dealt with on an individual basis in accordance with this policy.
- c) Knowingly making false allegations, making allegations in a malicious or vexatious manner or engaging in retaliatory conduct, will be subject to disciplinary action by the Organization, which may include termination.
- d) Any form of retaliation, discrimination or reprisal against an ISWO employee because that person reported serious misconduct in good faith or because that person acted as a witness or otherwise participated in an Investigation in good faith will be considered a serious violation of this Policy and may result in discipline up to and including termination of employment or volunteer service.
- e) If an ISWO employee or volunteer believes that they have been subjected to retaliation as set out above, that employee or volunteer may submit a written report to ISWO's Executive Director, who will ensure the allegation is appropriately investigated.
- f) Disclosure of any matters of an Investigation, including making public statements or disclosing information to the media, may result in discipline up to and including termination of employment or volunteer service.

28. ELECTRONIC & WIRELESS COMMUNICATIONS

POLICY:

ISWO employees, students, volunteers, etc. will exercise ethical behaviour and professionalism when documenting or disseminating (written or typewritten) information about clients, staff members, the Organization or other organizations. ISWO employees will exercise ethical behaviour and professionalism at all times when accessing and disseminating information and communicating via electronics (including personal electronic devices), phones, computers, computer data systems, internet and social media.

1. The Seven Grandfather Teachings will be upheld during all employees' verbal, written and electronic communications.
2. ISWO employees will write/type/communicate with language and images that are respectful and dignifying to all people (without prejudice, personal bias, negative tones or connotations).
3. No information regarding the Organization's clients, stakeholders and funders is to be shared on social media, personal computers, or internet sites that are not work-related. ISWO employees may use personal cell phones for work purposes, such as contacting clients, stakeholders, funders, service providers, sport and cultural associations, Indigenous communities and other business related persons and corporate entities (collectively hereinafter referred to as "Business Related Contacts") to set up appointments, receiving calls from Business Related Contacts, or accessing social media to reach a Business Related Contacts however personal information must not be exchanged until the Business related Contacts is seen in a confidential setting.
4. Time spent on computers or other electronic or wireless devices for personal reasons will be limited to an ISWO employee's lunch hour or coffee breaks.
5. Storing personal documents/letters/files/pictures etc. must be kept on a personal flash drive, not on ISWO's dedicated flash drives or computers.
6. Except if specifically authorized by their superior/manager ISWO employees are prohibited from using personal cellular phones or other methods for the storage or removal of ISWO confidential business information through the use of cameras or memory storage devices.
7. Cell phones and other electronic devices is strictly prohibited while operating motor vehicles; hands-free devices are permitted.
8. ISWO's work place computers will not be used to download anything from the internet without the permission of the ISWO employee's supervisor/manager due to the potential for viruses and other threats.
9. ISWO employees will not produce, access or exchange inappropriate material (pictures, written materials, websites, etc.) including, but not limited to, pornography, jokes or other demeaning or inappropriate information or images from websites, e-mails, etc.) on ISWO's work place computers.
10. ISWO employees are expected to conduct themselves according to ISWO's Code of Conduct (Seven Grandfather Teachings) when communicating via electronic devices, computers, internet websites, social media, etc. inside and outside of the workplace. Ethical and professionalism are expected in all aspects of communication.
11. Failure to follow this policy will result in disciplinary action up to and including termination from employment depending on the severity of the infraction(s).

29. CONFLICT OF INTEREST

POLICY:

1. Conflicts of interest, actual or apparent, may arise in a number of situations. Some examples include: outside employment, political activities or unpaid activities which affect an ISWO employee's time at work or create a situation where his or her personal interests conflict with the Organization's interests; personal relationships within the Organization, family members or suppliers, where financial concerns may arise, including acceptance of loans, donations, favors or gifts.
2. As a general rule, an ISWO employee's personal activities and interests are the personal concerns of that employee. The Organization has a responsibility to the Indigenous People of Ontario and must direct its attention to regulating and monitoring those activities which might conflict or appear to conflict with the proper performance of an employee's duties. It is important to note that these guidelines are not intended to constrain social interaction and personal relationships unrelated to ISWO employee's responsibilities at the Organization.
3. Violation of the ISWO's conflict of interest guidelines is a serious matter and any ISWO employee who is in breach of this Policy may be subject to disciplinary action which may include dismissal.

PROCEDURE:

Outside Employment

1. ISWO employees may take supplementary employment, including self-employment, unless such employment:
 - a) causes an actual or apparent conflict of interest;
 - b) conflicts with the Organization's Code of Ethics or policies
 - c) unduly interferes through telephone calls or otherwise, with the ISWO employee's regular duties, or
 - d) involves the use of the Organization's premises, equipment, or supplies, unless such use is otherwise authorized.
2. Where it is evident that a conflict of interest might arise in taking supplementary employment, it is the duty of all ISWO employees to notify their supervisor/manager in writing.
3. ISWO employees shall not accept monetary or other payment in addition to normal salary or expenses for duties which they perform in the course of their normal employment.

Dealing with Relatives

1. ISWO employees who have discretionary authority to make decisions that might provide financial gain, political gain, or be perceived as displaying favoritism to relatives, shall remove themselves from the decision making process. In this Policy the term Relatives includes brothers and sisters, spouses, parents, parent-in-law, children, grandparents, individuals living within the same household and, in some cases, friendship ties or any other relationships as reasonably determined by the Organization to be subject to this Policy.

Personal Relationships within the Indigenous Sport & Wellness Ontario

1. Within the various geographic regions where ISWO operates and delivers services it is sometimes unavoidable to recruit an individual who does not have a personal relationship with someone already employed within the Organization. It is the Organization's Policy that it will take all reasonable and effective efforts and actions to ensure that the lines of authority between the two related individuals are kept separate and apart.

Acceptance of Gifts

1. ISWO employees will not accept a gift, favor or service from any individual, organization or business, other than, the normal exchange of gifts between friends or co-workers, ceremonial gifts exchanged as part of traditional activities, or the normal presentation of gifts to persons participating in workshops or gatherings.

30. NO SMOKING POLICY

POLICY

ISWO is a smoke free environment and ISWO employees are not permitted, under any circumstances, to smoke during any events that the Organization conducts or any time during working hours unless on a break and in a designated smoking area.

PROCEDURE:

1. All ISWO employees and visitors are prohibited from smoking at or during ISWO lead or sponsored events. This includes meeting rooms, hallways, washrooms, offices, and common access areas. Smoking is prohibited in all ISWO owned and leased vehicles at all times.
2. In the event of persistent non-compliance with this Policy or in response to specific complaints, appropriate action will be taken including disciplinary action.
3. An exception to this general prohibition is where tobacco use is permitted is when tobacco is part of a traditional ceremony being held in the work place.

31. HEALTH AND SAFETY

POLICY:

1. ISWO is committed to continuously improving the health and safety of its workers and the environment. Recognizing that health and safety is a shared responsibility between management and workers, the achievement of this Policy requires the full cooperation of everyone at the Organization.
2. ISWO will meet and, where possible, exceed the letter and intent of all applicable legislation that promotes health and safety in the workplace. . This will be accomplished by providing and maintaining a safe and healthy work environment and by providing all ISWO employees with education and regular training so that all ISWO employees are encouraged and trained to safely perform and deliver their daily activities of operation.

PROCEDURE:

1. All ISWO supervisors/managers have the responsibility for ensuring that ISWO employees are trained in approved work procedures to obtain optimal performance without accidents and injury and to ensure that workers follow safe work methods and all related regulations.
2. All ISWO employees are required to support the Organization's Health and Safety Program and make sure that health and safety is a part of their daily routine. All ISWO employees are required to follow safe work methods and learn about relevant regulations.
3. Safety and service must receive equal priority. No job shall be considered so important that time cannot be taken to do it safely.
4. All ISWO employees will be held accountable for implementing this Policy and program. Neglect of one's health and safety duties will not be tolerated nor shall it be sacrificed for expediency.
5. The Organization's Health & Safety Committee will make regular reports to the ISWO's Board in regards to health and safety issues and ISWO's Board shall insure that these regular reports are appropriately distributed to all ISWO Employees.
6. In accordance with current Occupational Health and Safety Legislation, ISWO's Board will review this Policy on an annual basis and post it in a conspicuous location in the workplace

32. Policy Approval Signature Page

APPROVED AND PASSED at a duly convened meeting of the Board of Indigenous Sport & Wellness

Ontario on this ____ day of _____, 2018.

President

Print Name

Secretary

Print Name

33. Appendices

Privacy & Confidentiality Agreement

I acknowledge that I have read and understood ISWO's Privacy and Confidentiality Policies.

I understand that:

- Information that I have access to, or learn through my employment with ISWO, is confidential
- As a condition of my employment or affiliation with ISWO, I must ensure that I am aware of and comply with all privacy related policies and procedures, and
- My failure to comply may result in the termination of my employment with ISWO and may also result in legal action being taken

I agree to use all confidential information only for the purposes for which it was collected, and purposes consistent with my employment with ISWO. I agree that I will not access, use, or disclose any confidential information that I have access to as a result of my position, unless I have the express consent of the person / agency to which that information belongs. I also understand that under no circumstances may confidential and / or personal information be communicated either within or outside of ISWO, except to other organizations/persons who are authorized to receive such information.

I agree to not remove, alter, destroy or copy confidential and / or personal information, except with authorization and in compliance with ISWO policies and procedures.

I agree to keep my computer access codes (i.e. passwords) confidential and secure. I will protect physical access devices (i.e. keys / FOBs) and will respect the confidentiality of any information being accessed.

I will not lend/share my access codes or devices to anyone, nor will I use those of others. I understand that access codes come with legal responsibilities and that I am accountable for all work done under these codes. If I believe that my access codes or devices may have been comprised or stolen, I will immediately contact my immediate supervisor.

I understand that my legal obligation to protect ISWO's confidential information does not end with my employment, but continues in perpetuity, and that failure to maintain that confidentiality is grounds for legal action.

Employee Signature:

Date:

Supervisor's Signature:

Date:

FRAMEWORK FOR MAKING ETHICAL DECISIONS:

Indigenous Sport & Wellness Ontario is committed to ensuring that bi-cultural best practices are incorporated into policies and standards. Our framework was developed by researching information from various ethical decision making frameworks and charts, and then incorporated content from the CLEOS model. We also maintained our traditional Anishinaabe holistic model, including traditional customs for resolving conflict. The “Ethical Decision Making Circle” offers a bi- cultural way to navigate through difficult, ethical decisions while respecting diversity and individual choices for conflict resolution.

Review CLEOS Factors:

Clinical: Consider the problem and its history. Consider current or proposed treatment plan (goals of treatment or intervention). Consider holistic health implications. Consider client’s mental capacity and their right to live at risk. Are there probabilities for success? Are there likely benefits of a good outcome? What are the potential harms? Can the potential harm be minimized? Are there cultural, privacy, religious dimensions to consider? Are there conflicts of interest involved?

Legal: Consider legal duties, restrictions, privacy and confidentiality.

Ethical: Moral values and principles, professional standards and conduct (i.e. OCSWSSW, CNO, etc.?).

Organizational: Indigenous Sport & Wellness Ontario mission, Seven Grandfather Teachings, policies, procedures

Systemic: Health equity considerations (i.e. barriers to services, determinants of health) **Other Important factors to consider:** 1. Client preference 2. Does the client have the mental capacity for decision making or is there a legal substitute decision maker? 3. Quality of Life Considerations (client’s perception of their current quality of life as well as their family’s perception and other stakeholders’ perceptions).

Principles such as respect for autonomy (a person’s right to make choices based on their own personal values and beliefs), client-centred (respecting client/family values, preferences, decisions, etc.), Justice, fairness & equity (equitable access to resources and opportunities), transparency (communicating options, decisions and rationale behind them to all involved stakeholders), diversity (accommodating, protecting and supporting differences including religious, cultural, political, other).

Weighing the pros and cons of each decision is part of the process, then identifying and choosing the best possible course of action with the least harm and most benefit. Being able to rationalize and communicate that choice to those involved, implementing, monitoring and evaluating the plan concludes the final steps in the process.

Note: The following example is an ethical dilemma with regard to a client however the CLEO framework should be utilized for ALL ethical dilemmas, including those at an organizational or staff level.

Example of an Ethical Dilemma in Mental Health & Addictions:

A young man of 17 who lives at home with his parents uses marijuana and alcohol and he claims he is self-medicating for symptoms of anxiety. He says it helps him relax and not feel out of place among his peers. His parents are extremely upset and want him to stop using all substances immediately and claim he is missing too much school as a result of “getting high” and in jeopardy

of not being able to graduate this year. His Probation officer can breach him if he is caught due to an abstinence clause in his probation order. You as an addictions counsellor understand that total abstinence might be a realistic long- term goal, but an unrealistic short-term goal. You believe that a harm reduction approach, education about anxiety and providing alternative ways to cope with anxiety may be beneficial.

CLEO step process offers issues to consider when struggling with difficult decisions:

- Clinical: identify or state the problem/ethical issue “parents and probation seeking total abstinence and client is not ready for change, so how do I begin with a harm reduction approach?” Consider goals of treatment or intervention; ask “why do I believe a harm reduction approach may be beneficial to this client?”
- Legal: Consider legalities (laws and probation order)
- Ethical: 7 Grandfather Teachings, our mission, moral values, professional standards (i.e. OCSWSSW code of ethics, client autonomy and choice)
- Organizational considerations: Align with our purpose and code of ethics which is our guiding principles. ISWO is dedicated and committed to “excellence in all that we do”.
- Systemic – are there systemic barriers or issues?
- Have all parties who are involved been made aware of the ethical dilemma? (Transparency)
- Have all parties been asked for their input and have they been heard?
- Have you stated your position and provided a rationale for your choice?

Ensure that you review and evaluate your decision or action with future improvement in mind.

IDEA is another basic ethical framework to consider:

Identify the facts

Determine the ethical principles involved

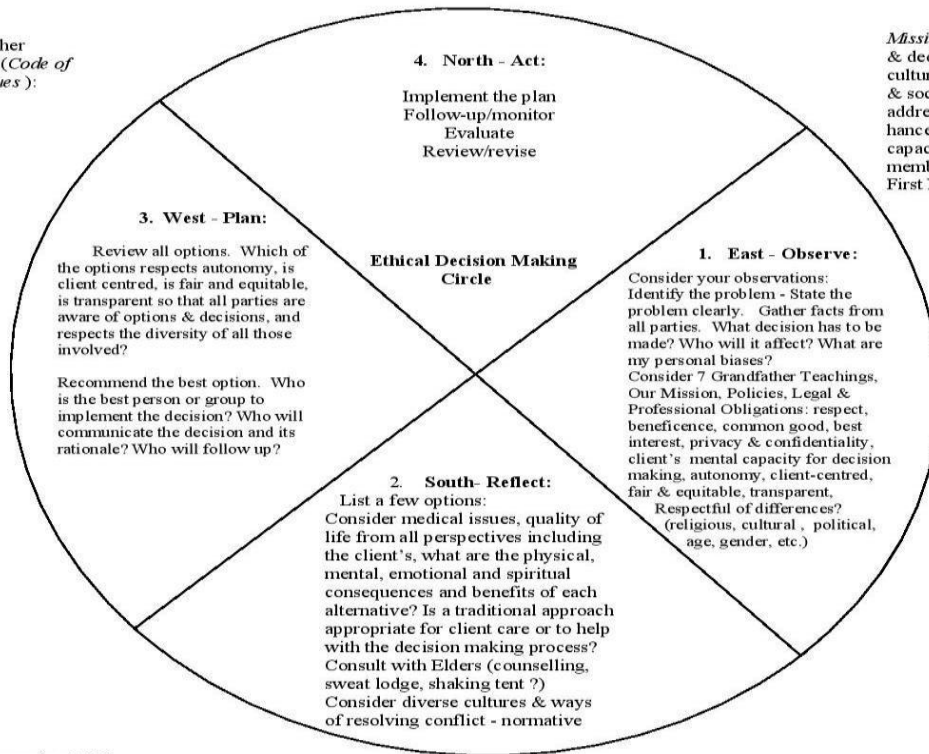
Explore all the options and choose best possible one

Act (put decision/plan into action)

Take a look at the ethical decision making circle for assistance

7 Grandfather
Teachings (Code of
Ethics/values):

Honesty
Truth
Respect
Bravery
Humility
Love
Wisdom



Mission: KCA is committed & dedicated to providing culturally appropriate health & social services which address the needs and enhance the well-being and capacity of community members in our affiliated First Nations.

Approved November 2016

CANDIDATE REFERENCE CHECK FORM

Candidate's Name	
Reference Provided By:	
Name	
Position	

QUESTIONS:

Did the candidate report to you and in what capacity?

How would you rate the candidate's performance in terms of work volume and quality?

How would you compare the candidate's performance with the performance of other peers with similar responsibilities?

What success has the candidate had in working with other people both within and outside of your organization and with members of a team?

Can you describe the candidate's ability to deal with difficult people and confrontational issues?

Can you tell me anything about the candidate's general skills and abilities?

Can you describe the candidate's technical abilities?

What do you believe are the candidate's main strengths?

What do you believe are the candidate's main areas for improvement or development?

Would you consider re-hiring the candidate?

Is there anything else that you would like to tell me about the candidate that would assist us in making our decision?

Reference Date: _____

Reference Received By: _____

(Name/position of person Seeking Reference)

CONFIDENTIAL – HEALTH INFORMATION REQUIREMENTS FOR CONSIDERATION OF
ACCOMMODATION AND RETURN TO WORK

EMPLOYER: Indigenous Sport & Wellness Ontario

EMPLOYEE: _____

EMPLOYEE'S POSITION: _____

DATE ABSENCE BEGAN: _____

DATE OF REQUEST: _____

Please answer the following questions to assist ISWO in determining accommodation needs of _____ (employee's name). A copy of her/his Job Description is attached to this request.

1. What restrictions, if any, are required in order for _____ (employee's name) to return to work and perform the essential duties of her job?

2. When can _____ (employee's name) return to work:

3. In what capacity:

a. Can she/he work full time (Monday to Friday)?

b. Can she/he work full days but less than five days per week?

c. If she/he cannot work a full day, how many hours per day and how many days per week can she work?

4. What is the prognosis for a full recovery for _____ (employee's name)?

5. Is there any other information Indigenous Sport & Wellness Ontario needs to know to accommodate _____ (employee's name) at work?

Physician's Signature: _____ Date: _____

(Include if Relevant)

In addition to answering the above questions, please attach a copy of any relevant analysis completed including:

a) Psychological and mental health/cognitive abilities analysis

CONSENT:

I, _____(employee's name), give my permission for my physician to disclose my health information to my employer, ISWO as required to answer the above questions. This information is not to be shared with any employees of ISWO except for my Manager and/or my immediate supervisor and the Executive Director, if required.

I recognize that my employer, ISWO, will keep such information confidential and shall not disclose it unless such disclosure is for the purposes of seeking assistance regarding my accommodation and return to work.

Signature: _____

Name of Employee: _____

Witness: _____

Date: _____

CONFLICT RESOLUTION FORM

Name(s) of Employee Lodging Complaint of Unresolved Conflict:

Name:	Position:
Name:	Position:
Name:	Position:

Immediate Manager:
Date of Incident:

Details of Conflict (attach additional sheet if necessary):

Resolution Sought (attach additional sheet if necessary):

Supporting Evidence/Documentation Attached

Name of Employee(s):	Signature of Employee(s)

CONSENT FOR DISCLOSURE OF CRIMINAL RECORDS FORM

POLICY STATEMENTS:

All candidates being considered for employment by Indigenous Sport & Wellness Ontario and potential volunteers, must provide a current Criminal Records Check that confirms the employee has no convictions under the Criminal Code of Canada or the Criminal Records Act (Canada) for which a pardon has not been granted.

ISWO will not employ persons or accept volunteers to provide direct care or services to children, elderly, disabled and/or vulnerable adults who have been convicted of a Sexual Offence even if a pardon has been granted or issued for such an offence.

Note: For Disclosure of Record Sexual Offence even if a pardon has been granted or issued Candidate or Volunteer Must Complete 2 forms – Consent to disclosure of Record and Consent for a Criminal Record - Check For a Sexual Offence For Which a Pardon Has Been Granted or Issued

Candidate or Volunteer Information:

Name (First, Middle and Last):	
Current Address:	
Previous Address (If at current address for less than 5 years):	
Date of Birth:	
Place of Birth:	
Sex:	

In the following boxes that are checked off, identify the type of Records check and/or fingerprinting, required for the position (as an employee or as a volunteer) that you have applied for:

<input type="checkbox"/>	Criminal Records Check
<input type="checkbox"/>	Criminal Records Check Including Check For Sexual Offences For Which a Pardon Was Granted or Issued as listed in the Schedule to the Criminal Records Act
<input type="checkbox"/>	Fingerprinting

Consent:

I, _____, consent to the provision of the above information to be sent to the Executive of Indigenous Sport & Wellness Ontario, as part of the requirement for employment and/or volunteer service with ISWO.

Signature: _____ Date: _____

Witness Signature: _____ Date: _____

DISCIPLINARY MEASURES FORM

ISWO implements a progressive disciplinary process consistently, as a measure to influence, change and assist employees to correct inappropriate or unacceptable behaviour.

ISWO - Disciplinary Measures Policy

ISWO Disciplinary Measures Policy			
Employee Name		Supervisor Name	
Date of Incident		Date of Meeting	
Level of Discipline			
<input type="radio"/> Prior Employee Coaching	<input type="radio"/> Stage 1 - Verbal	<input type="radio"/> Stage 2 - Written <input type="radio"/> Suspension	<input type="radio"/> Stage 3 - Final Termination
Section of Policy at Issue:		<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div>	

Incident(s) Resulting in This Disciplinary Action:

EXAMPLE: Your demonstrated behaviour of:

Expectations or Changes Required of Employee (filled out by Supervisor). The expectations or changes should directly relate to the inappropriate behaviour and be

In future, your expected behaviour include:

Continuing violation of our ISWO Corporate Performance Standard will result in further disciplinary action up to and including employment termination

A copy of this written reprimand will be placed in your official personnel file. The Manager and/or Supervisor will keep notes for reference in the event of future incidents of a similar nature (dates, times, who was present at meeting) After a period of 12 months with no future incidents of a similar nature, the notice will be sealed in an envelope of the personnel file of the employee.

Signature: _____

Supervisor Name: _____

Date: _____

I acknowledge receipt of this written reprimand. My acknowledgement does not necessarily signify my agreement with its contents. I understand that a copy of this written reprimand will be placed in my official personnel file.

I also understand that I have the right to prepare a written response that will be attached to the original written reprimand in my file.

Signature: _____

Employee Name: _____

Date: _____

FOLLOW UP DATES:

Follow Up Dates	
30 Days	
60 Days	
90 Days	
6 Months (If required)	

Reviewed by Executive: _____ Date: _____

EMPLOYEE INCIDENT REPORT FORM

Instructions: Employees shall use this form to report all work related injuries, illnesses, or “near miss” events (which could have caused an injury or illness) – no matter how minor. This helps us to identify and correct hazards before they cause serious injuries. This form shall be completed by employees as soon as possible and given to a supervisor for further action.

I am reporting a work related: ☐ Injury ☐ Illness ☐ Near miss

Your Name: _____ Address: _____

Job title: _____ Date of Birth: _____

Current Wage: _____

Supervisor: _____ S.I.N. _____

Have you told your supervisor about this injury/near miss? ☐ Yes ☐ No

Date of injury/near miss: _____ Time of injury/near miss: _____

Name of Witness (if any) : _____

Where, exactly, did it happen? _____

What were you doing at the time?

Describe step by step what led up to the injury/near miss. (continue on the back if necessary):

What could have been done to prevent this injury/near miss?

What parts of your body were injured? If a near miss, how could you have been hurt?

Did you see a doctor about this injury/illness? ☐ Yes ☐ No

If yes, whom did you see? _____ Doctor's Name: _____

Phone number: _____

Date: _____ Time: _____

Has this part of your body been injured before? ☐ Yes ☐ No

If yes, when? _____ Supervisor: _____

Your signature: _____ Date: _____

SUPERVISOR'S ACCIDENT INVESTIGATION FORM

Name of Injured Person _____

Date of Birth _____ Telephone Number _____

Address _____

City _____ Province _____ Postal Code _____

☐ Male ☐ Female

What part of the body was injured: Describe in detail

What was the nature of the injury? Describe in detail

Describe fully how the accident happened? What was employee doing prior to the event?

What equipment, tools being used?

Date of Event: _____ Time of Event: _____

Exact location of event:

What caused the event

Were safety regulations in place and used? If not, what was wrong?

Employee went to doctor/hospital?

Doctor's Name: _____ Hospital Name: _____

Recommended preventive action to take in the future to prevent reoccurrence.

Supervisor Signature: _____ Date: _____

INCIDENT INVESTIGATION REPORT

Instructions: Complete this form as soon as possible after an incident that results in serious injury or illness. (Optional: Use to investigate a minor injury or near miss that could have resulted in a serious injury or illness.)

This is a report of a: ☐ Death ☐ Lost Time ☐ Dr. Visit Only ☐ First Aid Only ☐ Near Miss

Date of incident: _____

This report is made by: ☐ Employee ☐ Supervisor ☐ Team ☐ Other _____

STEP 1: Injured employee (complete this part for each injured employee)

Step 1

Injured Employee (co-part for each injured employee)

STEP 1: Injured

Name: Sex: ☐ Male ☐ Female Age: _____

Department: _____ Job title at time of incident: _____

Part of body affected: (shade all that apply) Nature of injury: (most serious one)

- | | |
|--|---|
| <input type="radio"/> Abrasion, scrapes | <input type="radio"/> Cut, laceration, puncture |
| <input type="radio"/> Amputation | <input type="radio"/> Hernia |
| <input type="radio"/> Broken bone | <input type="radio"/> Illness |
| <input type="radio"/> Bruise | <input type="radio"/> Sprain |
| <input type="radio"/> Burn (heat) | <input type="radio"/> Strain |
| <input type="radio"/> Burn (chemical) | <input type="radio"/> Damage to a Body System |
| <input type="radio"/> Concussion (to the head) | <input type="radio"/> Other _____ |
| <input type="radio"/> Crushing Injury | |

This employee works:

- ☐ Regular Full Time
☐ Regular Part Time
☐ Temporary

Months with this employer _____

Months doing this job _____

STEP 2: Describe the incident

Exact location of the incident: _____ Exact time: _____

What part of employee's workday? ☐ Entering or leaving work ☐ Doing normal work activities
☐ During meal period ☐ During break ☐ Working overtime ☐ Other _____

Names of witnesses (if any): _____

Number of attachments: _____ Written witness Statements: _____

Photographs: _____ Maps / drawings: _____

What personal protective equipment was being used (if any)?

Describe, step-by-step the events that led up to the injury. Include names of any machines, parts, objects, tools, materials and other important details.

STEP 3: Why did the incident happen?

Unsafe workplace Conditions (Check all that apply)

- ☐ Inadequate guard
☐ Unguarded hazard

Unsafe Acts by people Check all that apply)

- ☐ Operating without permission
☐ Operating at unsafe speed

- | | |
|--|---|
| <input type="radio"/> Safety device is defective | <input type="radio"/> Servicing equipment that has power to it |
| <input type="radio"/> Tool or equipment defective | <input type="radio"/> Making a safety device inoperative |
| <input type="radio"/> Workstation layout is hazardous | <input type="radio"/> Using defective equipment |
| <input type="radio"/> Unsafe Lighting way | <input type="radio"/> Using equipment in an unapproved |
| <input type="radio"/> Unsafe Ventilation | <input type="radio"/> Unsafe lifting |
| <input type="radio"/> Lack of needed personal protective equipment | <input type="radio"/> Taking an unsafe position or posture |
| <input type="radio"/> Lack of appropriate equipment/tools | <input type="radio"/> Distraction, teasing, horseplay |
| <input type="radio"/> Unsafe Clothing | <input type="radio"/> Failure to wear personal protective equipment |
| <input type="radio"/> No training or insufficient training | <input type="radio"/> Failure to use the available equipment/tools |
| <input type="radio"/> Other _____ | <input type="radio"/> Other _____ |

Why did the unsafe conditions exist?

Why did the unsafe acts occur?

Is there a reward (such as “the job can be done more quickly”, or “the product is less likely to be damaged”) that may have encouraged the unsafe conditions or acts? ☐ Yes ☐ No

If yes, describe:

Were the unsafe acts or conditions reported prior to the incident? ☐ Yes ☐ No

Have there been similar incidents or near misses prior to this one? ☐ Yes ☐ No

STEP 4: How can future incidents be prevented:

What changes do you suggest to prevent this incident/near miss from happening again?

- | | | |
|---|---|---|
| <input type="radio"/> Stop this activity | <input type="radio"/> Guard the hazard | <input type="radio"/> Train the employee(s) |
| <input type="radio"/> Train the supervisor(s) | <input type="radio"/> Redesign task steps | <input type="radio"/> Redesign work station |

☐ Write a new policy/rule ☐ Enforce existing policy ☐ Routinely inspect for the hazard
☐ Personal Protective Equipment ☐ Other: _____

What should be (or has been) done to carry out the suggestion(s) checked above?

STEP 5: Who completed and reviewed this form:

Written by: _____ Title: _____

Department: _____ Date: _____

Names of investigation team members:

Reviewed by: _____ Title: _____

Date: _____

EMPLOYMENT CONTRACT – DETAILED FORM

EMPLOYMENT CONTRACT

BETWEEN:

Indigenous Sport & Wellness Ontario

(Hereinafter referred to as “ISWO”)

- and -

Name of Employee

(Hereinafter referred to as “**NAME**”)

WHEREAS ISWO wishes to employ “**NAME**”); THEREFORE IN CONSIDERATION of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **EMPLOYMENT**

(a) ISWO agrees to employee “**NAME**” as _____ (title of position), and “**NAME**” agrees to work for ISWO in such capacity, and to perform such duties, and exercise such powers, as set out in the Position Description (attach to contract) and as may be instructed from time to time by their Manager and/or other members of the Executive and/or the Executive Director.

(b) During the term of the agreement, “**NAME**” acknowledges and agrees that the employment relationship shall be governed by the standards and terms established by

ISWO policies and procedures. “**NAME**” shall faithfully perform his/her assigned duties and apply his/her best efforts to promote the interests of ISWO.

2. **EXCLUSIVE SERVICE**

“**NAME**” shall devote the whole of his/her working time and attention to the business and affairs of ISWO and shall not, without the written consent of ISWO, engage either directly or indirectly in any other business or occupation of a permanent, temporary or part time nature. It is acknowledged by both parties that “**NAME**” may be required to work from his/her home, and during other than normal business hours.

3. **NON-DISCLOSURE**

“**NAME**” shall not (either during the continuance of his employment or any time thereafter) disclose any information relating to the private or confidential affairs of ISWO to any person other than for the purposes of ISWO.

4. **COMPENSATION AND BENEFITS**

During the term of this agreement ISWO shall provide to “**NAME**” a starting salary/wage of \$_____, and benefits, according to the Human Resources Policies and Procedures.

5. **PROBATIONARY PERIOD**

"NAME" agrees that the first six months of his/her employment shall be the probationary period.

6. **PERFORMANCE REVIEWS**

The Manager shall conduct an annual performance review according to the Human Resources Policies and Procedures. "NAME" performance will be based upon objectives consistent with the overall strategic and policy direction of ISWO and reflective of his/her roles and responsibilities as described in his position description set out in Schedule "B".

7. **TERMINATION OF EMPLOYMENT**

- a) "NAME" may resign from his/her employment at any time provided he/she gives ISWO _____ (length of notice – not to exceed six months) notice thereof in writing.
- b) ISWO may terminate "NAME" employment at its sole discretion, without notice or pay in lieu or notice and without cause, during the six month probationary period.
- c) ISWO may terminate "NAME" employment pursuant to this Agreement without notice or payment in lieu of notice for cause. Cause, for the purposes of this agreement, shall include the following:
 - a. Any material breach of the provisions of this agreement by "NAME" as determined in the sole discretion of ISWO;
 - b. Consistent poor performance on "NAME" part, after being advised as to the standard required, as determined in the sole discretion of ISWO;
 - c. Demonstrated incompetency and/or neglect of duty;
 - d. Disregarding or disobeying any resolution of the Council;
 - e. Committing any wilful act of dishonesty or wilful neglect in performance of duties;
 - f. Any conduct of "NAME" which, in the reasoned opinion of ISWO, tends to bring himself/herself or ISWO into disrepute;
 - g. Any intentional or grossly negligent disclosure of any information by "NAME", as determined in the sole discretion of ISWO;
 - h. "NAME" violation of an local, provincial or federal statute, including, without limitation, an act of dishonesty such as embezzlement of theft;
 - i. Failure of "NAME" to have disclosed or to disclose to ISWO, at time of entering into this agreement or hereafter, any material fact about himself/herself which "NAME" knew or ought to have known would tend to bring himself/herself or ISWO into disrepute; or
 - j. Any other omissions, commissions or any other conduct which would constitute cause at law.
- d) In addition, after the probationary period, ISWO may terminate "NAME" employment without cause, according to the requirements as set forth in the Canada Labour Code.
- e) This agreement shall end without notice upon the death of "NAME".

The parties confirm that the provisions contained in the Section 6 are fair and reasonable, and the parties agree that, upon expiry of the agreement as provided herein, or upon any termination of the agreement by “**NAME**”, or upon his/her death or disability, shall have no action, cause of action, claim or demand against ISWO as a consequence of such expiry, termination, or ending.

7. **ASWCO’S PROPERTY**

“**NAME**” acknowledges that all items of any and every nature or kind created or used by his/her pursuant to his employment under the agreement, or furnished by “**NAME**” to him/her, and all equipment, credit cards, books, records, reports, files, usbs, manuals, literature, confidential information or other materials shall remain and be considered the exclusive property of ISWO at all times and shall be surrendered to ISWO, or in the absence of a request, on the cessation, termination or ending of “**NAME**” employment with ISWO.

8. **NOTICES**

Any demand, notice or other communication to be given in connection with the agreement shall be given in writing and may be given by personal delivery or by registered mail addressed to the recipient as follows:

To “**NAME**” Address: _____

To ISWO: Address: _____

or, to such other addresses or individual as may be designated by notice by either party to the other.

9. **GOVERNING LAW**

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of Canada and Ontario and the parties irrevocably attorn to the courts of Canada and Ontario.

11. **ENTIRE AGREEMENT**

This agreement constitutes and expresses the whole agreement of the parties with respect to the employment of “**NAME**” and supersedes all prior agreements, arrangements, and understandings between them. Any modification to this agreement must be in writing and signed by the parties or it shall have no effect and shall be void.

12. **SEVERABILITY**

Should any provision of this agreement become invalid, illegal or not enforceable it shall be considered separate and several from the agreement and the remaining provisions shall remain in force and binding upon the parties as though such provisions had not been included.

13. **ENCUMBERMENT**

"NAME" may not assign, pledge or encumber his interest in this agreement, nor assign any of his/her rights or duties under this agreement without prior written consent of ISWO. This agreement shall be binding on and enure to the benefit of the successors and assigns of ISWO, and the heirs, executors, personal legal representatives, and permitted assigns of **"NAME"**.

14. **INDEPENDENT LEGAL ADVICE**

"NAME" acknowledges that she has read and understands this agreement and acknowledges that he/she has had the opportunity to obtain independent legal advice about it.

15. **TERM OF EMPLOYMENT**

The term of this employment contract contained herein shall continue (indefinably or) up to and including the ____ day of ____ 20__, except as otherwise provided herein or as may be mutually agreed in writing between the parties.

IN WITNESS the parties hereto executed the agreement as of the day, month and year agreement signed by all parties below.

Date: _____

By: _____
Manager

Date: _____

By: _____
"Name"

EMPLOYEE ACKNOWLEDGEMENT FORM

I acknowledge and understand that I am required to consult with my Manager regarding any questions not answered in this Manual.

Since Policies and Procedures are subject to change, I acknowledge and understand that revisions to the Sections of the Manual may occur. All such changes will be communicated through official notices, and I acknowledge and understand that revised information may supersede, modify, or eliminate existing Policies or Procedures.

I have been provided access to an electronic copy or access to a paper copy of the Policies and Procedures Manual, and I acknowledge and understand that it is my responsibility to read and comply with all Policies and Procedures contained herein and any revisions made.

Employee's Name (printed): _____

Employee's Signature: _____

Date: _____

Manager's Name: _____

Manager's Signature: _____

Date: _____

Date Filed in HR File: _____

HR Policy and Procedure received: _____

Hard Copy Date Received: _____

Email Address: _____

Email Copy Date Received: _____

EXTENSION OF CONTRACT FORM

EXTENSION OF CONTRACT

Name: _____

Current Position: _____

Original Start Date: _____

Current Contract End Date: _____

Contract Extension Date: _____

Dear: _____

We are pleased to offer you an employment extension to your current contract with the Indigenous

Sport & Wellness Ontario with _____ (dept.) in

current role of _____ for the following number of weeks _____.

The new ending date for your current position will end on : _____ (date)

ISWO may terminate this agreement and your employment prior to the expiry of its term with two weeks written notice and no pay in lieu of such notice. Upon expiry of the term of this agreement, ISWO shall have no obligation to provide yourself with any notice of termination of pay in lieu of such notice.

Please review the contract extension and return a signed copy to your manager.

Employee Signature

Funding Source: _____

Senior Manager Approval: _____

EXIT INTERVIEW FORM

Your opinion is important to us.

Name: _____ (optional) Supervisor: _____ (optional)

Department: _____ Position: _____

Why are you leaving your job?

☐ Personal ☐ Medical ☐ Quality of Supervision ☐ Work Environment

Please explain your reason(s) for leaving in more detail.

What suggestions for improvement do you have for us?

If we implemented those suggestions, would you return to work here? ☐ Yes ☐ No

Would you recommend this organization to your friends as a good place to work? ☐ Yes ☐ No

In this section, please rate the following statements:	Strongly Agree	Somewhat Agree	Somewhat Disagree	Strongly Disagree
I believe that I was treated like a valuable member of ISWO.	1	2	3	4
My immediate supervisor let me know when I was doing a good job.	1	2	3	4
I felt free to suggest to my supervisor changes that would improve my department.	1	2	3	4
My job duties and responsibilities were clearly defined	1	2	3	4
I received the proper training in order to perform my job effectively.	1	2	3	4
Employee problems and complaints were resolved fairly and promptly in my department.	1	2	3	4
If I had questions or concerns, (felt comfortable speaking with:	1	2	3	4

My immediate supervisor	1	2	3	4
Upper management	1	2	3	4
Human resources	1	2	3	4
I was kept well informed about the company, its policies and procedures, and other important information.	1	2	3	4
I felt that the company provided me with job security.	1	2	3	4
Please rate the benefits that you received at the company (keeping in mind the benefits offered by other organizations that you have worked for):				
In this section, please rate the following items:	Excellent	Good	Fair	Poor
Medical	1	2	3	4
Dental	1	2	3	4
Vision	1	2	3	4
Paid time off	1	2	3	4
Sick Leave	1	2	3	4
Bereavement	1	2	3	4
RRSP	1	2	3	4
Please list any additional benefits that you would have wanted ISWO to offer:				

Additional comments and suggestions are encouraged.

FULL AND FINAL RELEASE FORM

FOR ISSUING SEVERANCE UPON TERMINATION

I, _____, on behalf of myself, my heirs, successors and assigns (hereinafter collectively referred to as the "Releasor") **IN CONSIDERATION OF** the terms and conditions of payment outlined in the letter to me from the Indigenous Sport & Wellness Ontario dated _____ (less statutory deductions, if applicable) the receipt and sufficiency of which is hereby irrevocably acknowledged, hereby release and forever discharge Indigenous Sport & Wellness Ontario their HR and Appeals Committee, employees, servants, agents, heirs, administrators, executors, successors, predecessors, and assigns (hereinafter called the "Releasee") jointly and severally from any and all actions, causes of actions, contracts, covenants, whether express or implied, claims and demands for damages, indemnity, costs, interest, benefits, loss of benefits, loss or injury of every nature and kind whatsoever and howsoever arising, whether statutory or otherwise, which I may heretofore have had, may now have, or may hereinafter have, in any way relating to my employment or termination of my employment with the Releasee.

AND FOR THE SAID CONSIDERATION I covenant and undertake that I will not file any complaint for termination or severance pay, wages, overtime or vacation pay under the *Canada Labour Code* or any other statute, and I hereby acknowledge that all amounts owing to me thereunder are part of the said consideration.

I HEREBY ACKNOWLEDGE THAT I have not been subjected to any form of discrimination whatsoever and hereby represent and warrant that I have not commenced any complaint and undertake not to commence any complaint under the *Canadian Human Rights Act* or any other statute.

AND FOR THE SAID CONSIDERATION I further agree to indemnify and save harmless the Releasee from and against any and all claims, demands, losses, liabilities, costs or expenses whatsoever in respect of any income taxes which are or may become payable in respect of the amounts which are or may be required to be withheld by the Releasee over and above those amounts which have already been deducted, together with any interest on such income taxes and any penalties of any kind whatsoever, all as may be provided for by the *Income Tax Act (Canada)*, if applicable, or any other applicable legislation in force in Canada or any province thereof from time to time.

AND FOR THE SAID CONSIDERATION I further agree to indemnify and save harmless the Releasee from any claims or demands for payment made by the Receiver General of Canada, if applicable, pursuant to the provisions of the *Employment Insurance Act*, as amended, and regulations thereunder for the return of benefit or benefit overpayment arising out of the payment of the aforesaid sum.

IT IS UNDERSTOOD AND AGREED that payment to me of the aforesaid amount is deemed to be no admission of liability on the part of the Releasee.

I FURTHER ACKNOWLEDGE and agree that I will not communicate or disclose the nature or details of the negotiations leading up to the settlement and the terms of the settlement itself to any person other than my legal and financial advisors or as may otherwise be required by law or with the prior written consent of the Releasee.

I DECLARE AND ACKNOWLEDGE THAT I have been advised and given an opportunity to seek and obtain independent legal advice before entering into this Release. I hereby either expressly waive the right to independent legal advice or confirm that I have obtained such independent legal advice prior to signing the Release. I have read this Release and fully understand the contents thereof and agree to be bound thereby.

DATED at _____ **this** ____ **day of** _____ **(month),** _____ **(year).**

SIGNED, SEALED AND DELIVERED

in the presence of

Employee:

Witness:

(Name)

LEAVE OF ABSENCE FORM

Name of Employee:	
Position:	Dept.:

Type of Leave Requested:

	Bereavement Leave		Pregnancy Leave
	Jury and/or Witness Leave		Parental Leave
	Emergency Leave		Sick Leave
	Declared Emergency		Personal Leave
	Compassionate Care Leave		Educational Leave
	Vacation Leave		

Dates Requested:	
From:	To:
Paid Time Requested:	

Details:

LOAN AND RETURN OF **ISWO** OWNED PROPERTY FORM

Name of Employee:	
Position:	Dept.:

Item Provided To Employee	Date Assigned	Employee's Initials	Date Returned	Employee's Initials	Manager's Initials
Orientation Package					
Office Keys					
Identification Tag/Card					
Lap Top Computer					
Cell Phone					
Books					
Articles, Periodicals					
Email Correspondence					
Phone/Message Access					
Computer Passwords					
Pagers					
Equipment					
Intellectual Property (describe)					

ONGOING EMPLOYMENT OFFENCE DECLARATION FORM

Employee Name:	
Address:	
Position:	Employee ID#:

I DECLARE, since the last Criminal Records Check submitted to ISWO or since the last Post Employment Offence Declaration Form submitted to this organization, that:

- ☐ I have NO new convictions under the Criminal Code of Canada up to and including this date of declaration, under the Criminal Records Act (Canada);
OR
☐ I have the following convictions for offences under the Criminal Code of Canada, or under the Criminal Records Act (Canada).

List of Offences:

1.
 - a) Date: _____
 - b) Court Location: _____
 - c) Conviction: _____
2.
 - a) Date: _____
 - b) Court Location: _____
 - c) Conviction: _____
3.
 - a) Date: _____
 - b) Court Location: _____
 - c) Conviction: _____

DATED AT: _____ this ____ day of _____ 20__.
(City/Community)

Employee Signature: _____

Witness: _____

ORIENTATION CHECKLIST FORM

Name:	Position:
Department:	Start Date:

Date Trained	Area Covered	Employee Initials	Trainer Initials
	Time Management Procedures		
	Introduction to Staff, Manager, Executive Director		
	Tour of Office/Facilities		
	Overview of Organization: History, Programs, Services		
	Role of HR and Appeals Committee		
	Position Description and Performance Appraisal Process		
	Documentation and Forms to be completed/submitted		
	Overview: Human Resources Policies and Procedures		
	Health and Safety Measures		
	Emergency Procedures		
	Scheduling Protocols		
	Communication Mechanisms		
	Review of Organization Chart		

I, _____, have received orientation in all above areas and by initialling these areas, confirm my understanding of the areas covered. Further, I understand that if at any point during the course of my employment, I require clarification of any policy and/or procedure, that it is my responsibility to seek clarification from my Manager.

Employee's Signature: _____ Date: _____

Manager's Signature: _____ Date: _____

RECRUITMENT AND SELECTION CHECKLIST FORM

#	STEPS	v
1	Manager has determined that position has come available, there is a need for creation of a new position or there is an ability to transfer an employee.	
2	Manager must have funding secured and have relevant documentation	
3	Determine deadline for applications	
4	Determine interview dates.	
5	Confirm interview committee.	
6	Manager prepares interview package.	
7	Manager arranges for interviews.	
8	Manager follows up with references, criminal records checks and credentials checks of selected candidate.	
9	All results of references, criminal records checks and credentials checks of selected candidate are reviewed by the Manager.	
10	Motion to hire to HR and Appeals Committee.	
11	Once selected candidate has accepted offer in writing, other candidates notified that they were not successful.	

REFERENCE AND CREDENTIALS RELEASE FORM

(Name of Seeking Organization)

FOR: _____ (Name of Employer)

Candidates to be given further consideration following an interview are required to provide authorization for the organization and/or its agent(s), or representative(s) to proceed with a check of their references and credentials.

Please review the authorization for consent below and sign this form if you agree to this process.

I, _____, authorize all previous employers and/or
(Print name of Candidate)

educational institutions, to furnish the organization named above with my previous employment record, reasons for leaving and any other information they may have concerning me relevant to my performance and/or confirmation of my educational credentials. I hereby release any former employer and/or educational institution that provide this information from any claim or liability for any damage whatsoever which I could or might claim because of such disclosure. I also authorize the investigation of all statements made in my application and interview.

Dated at _____, Ontario this _____ day of _____ 20__.

Candidate's Signature: _____

Witness Signature: _____

REQUIRED DOCUMENTATION FOR NEW EMPLOYEES FORM

Name:	Position:
Department:	Start Date:

This document is to be placed on the employee's Human Resources File once completed.

Documents As Required	Date Received	Received By
Resume and Covering Letter		
Application For Employment		
Signed Employment Contract		
Verification of funding/budget		
Criminal Records Check		
Signed Oath of Confidentiality		
Orientation Check List		
TB Test Results		
Chest X-Ray Results		
Copy of Driver's License		
Confirmation on Vehicle Insurance		
Confirmation of Professional Designation		
CPR Certification		
First Aid Certification		

SCREENING CRITERIA FORM

All applications received by the deadline are screened by the Manager who will determine which candidates will proceed to the interview stage.

POSITION:		
Deadline for submission of application:		
Date candidate submitted application:		
Number of Applicants Received:		
Candidate's Name:		
Manager/Screeners Name:		
Date of Screening:		
Application Screening Question:	Yes (describe)	No
Is candidate Indigenous?		
Does candidate have minimum education requirements?		
How much relevant experience does candidate have?		
Does candidate have required licenses/certifications?		
Does candidate have the required technical (computer) skills as stated in the position posting?		
Other Skills/qualifications supporting interview of candidate (describe)		
Are you recommending this candidate receive an interview?		

INCIDENT REPORT FORM

Complainant Information					
Name:			Job Title:		
Department:		Date of Incident:		Time of Incident:	
Type of Incident:	<input type="checkbox"/> Physical	<input type="checkbox"/> Verbal	<input type="checkbox"/> Other		
Description of Incident:					
Location of Incident:					
Medical Attention required (Please explain):					
Police Called?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	WSIB report issued?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, give details:			If yes, give details:		
Investigation Conducted?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Reported to Manager?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Names of Investigators involved:			Name of Manager:		
Assailant Information					
<input type="checkbox"/> Employee		<input type="checkbox"/> Customer		<input type="checkbox"/> Visitor	
<input type="checkbox"/> Delivery Person		<input type="checkbox"/> Ex-employee		<input type="checkbox"/> Other (please specify)	
Gender:	<input type="checkbox"/> Male	<input type="checkbox"/> Female	Name (if known)		
Age:	Weight:	Height:	Complexion:		
Other distinguishing marks:					
Vehicle description (if any):					

Other Information	
Has the assailant been involved in any previous incidents with employees? If yes, provide details.	
Did any working condition contribute to the incident?	
Names of witnesses:	
Please provide any other information you think is relevant:	
Name of Investigator:	Signature of Investigator:
Date:	

INCIDENT INVESTIGATION CHECKLIST

This checklist is to be used for violent incident investigations to ensure all aspects of the incident have been reviewed. Once completed, prepare a written Incident Report based on your findings.

Names, addresses, telephone numbers of complainants, assailants and witnesses	
Occupation of complainants, assailants and witnesses	
Date and time of incident	
Date and time incident reported to employer	
Exact location of incident	
Exact location of complainants, assailants and witnesses	
Activities of complainants, assailants and witnesses before, during and after incident	
Statements of witnesses and their locations	
Detailed explanation of events in order of sequence of occurrence	
Complainant's account of events	
Description of assailant (s)	
Description of any vehicles involved in incident	
Assailant's account of events	
What participants said and did immediately before and after incident	
Physical conditions of work environment at time of incident	
Assailant's physical and mental state prior to and at the time of incident	
Unusual activity that may have contributed to incident	
Substance use or abuse	
Relationship between complainant and assailant, if any	
Investigator's relationship to complainant and assailant, if any	
Photographs of incident site	
Diagram of incident site, location of injured worker and witnesses	