



**CODE OF CONDUCT**  
**CANADIAN INSTITUTE OF MANAGEMENT**  
**June 2018**

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## CODE OF CONDUCT

### CANADIAN INSTITUTE OF MANAGEMENT (the “Institute”)

#### 1.0 INTRODUCTION

#### 1.1 FUNDAMENTAL PRINCIPLES

Every Participant, as defined below, in the course of his or her participation in, and activities with, the Institute is expected, at all times, to:

- (i) maintain courteous relations with all fellow Participants;
- (ii) maintain the highest standards of integrity, personal and professional conduct;
- (iii) familiarize themselves with and abide by the letter and spirit of all constating documents, policies, rules and regulations of the Institute, including the Code of Conduct of the Institute, as amended by the board of directors of the Institute from time to time; and
- (iv) comply with both the letter and spirit of the law.

#### 2.0 NON-DISCRIMINATION AND HARASSMENT POLICY

#### 2.1 APPLICATION OF POLICY

This Policy applies to all directors, officers and members of the Institute, and to the Staff and Volunteers, in the course of their participation in, and activities with, the Institute (collectively referred to in this Policy as the “Participants”).

For purposes of this Policy:

- (i) “Staff” refers to all employees and independent contractors of the Institute; and
- (ii) “Volunteers” refers to all individuals who assist the Institute in the fulfillment of its objects or provide services to the Institute, in either case without remuneration from the Institute, including, but not limited to, committee members of the Institute but excluding the directors and officers of the Institute.



## **2.2 PURPOSE OF POLICY**

The Institute recognizes the diverse and multicultural composition of the Institute and appreciates the dignity, worth and contribution of each Participant who participates in the activities of the Institute. The Institute is committed to providing and maintaining an organization free of Discrimination and Harassment (as those terms are defined below) and in ensuring that all the Participants who participate in the activities of the Institute are treated with dignity and respect and afforded equitable treatment.

Every person has the right to freedom from Discrimination and Harassment. Discrimination and Harassment will not be tolerated, condoned, or ignored at the Institute. If a complaint of Discrimination or Harassment is proven, disciplinary measures will be applied, up to and including termination of employment and/or revocation of membership.

## **2.3 TYPES OF PROHIBITED CONDUCT**

Equality and diversity are the responsibility of every Participant who participates in the activities of the Institute. Every Participant in the course of his or her participation in, and activities with, the Institute has a responsibility to create an environment that is free of Discrimination and Harassment. At no time will any form of Discrimination or Harassment be tolerated by the Institute and no Participant shall in the course of his or her participation in, and activities with, the Institute engage in behaviour that appears to condone Discrimination or Harassment whether through active encouragement of unacceptable comments or conduct, or through implied acceptance or support of offensive comments or conduct.

All Participants in the course of their participation in, and activities with, the Institute shall adhere to and uphold the Non-Discriminatory Practices of the Institute and shall not make any Defamatory Statements against any fellow Participants.

For purposes of this Policy:

(i) “Defamatory Statement” refers to a statement that tends to injure the reputation of an individual referred to in the statement, and which is likely to lower that individual in the estimation of reasonable people and in particular, to cause that individual to be regarded with feelings of hatred, contempt, ridicule, fear or dislike; and

(ii) “Non-Discriminatory Practice” refers to the Institute’s objective to provide to every Participant the opportunity to participate in the activities of the Institute free of Discrimination or Harassment on the basis of any of the Prohibited Grounds.



(a) Discrimination

“Discrimination” means any practice or behaviour, whether intentional or not, which has the effect of imposing burdens, obligations or disadvantages on an individual or group of individuals on the basis of any of the Prohibited Grounds or which withholds or limits access to opportunities, benefits and advantages for an individual or group of individuals which are available to others on the basis of any of the Prohibited Grounds.

“Prohibited Grounds” means race, ancestry, place of origin, colour, ethnic origin, colour, citizenship, creed, gender, gender identity, gender expression, sex (including pregnancy and childbirth), sexual orientation, age, marital status, same-sex spousal or partnership status, family status, receipt of public assistance, and disability.

“Disability” covers a broad range and degree of conditions, some visible and others not. It may include physical, mental and learning disabilities, mental disorders, hearing or vision disabilities, drug and alcohol dependencies, environmental sensitivities as well as other conditions. Discrimination on the basis of disability can occur where there is a perceived but not actual disability or a past disability.

(b) Harassment

“Harassment” is defined as engaging in a course of vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome or offensive. Harassment has the effect or purpose of:

- (i) threatening or intimidating an individual or group of individuals;
- (ii) abusing the power that one individual holds over another individual; or
- (iii) degrading, demeaning, humiliating or embarrassing an individual or group of individuals.

Harassment may include, but is not limited to, behaviour such as demands, threats (other than threats of physical harm), gestures, ostracism, innuendo, unwelcome remarks, jokes, slurs, displays or distribution (including the use of electronic media and email) of derogatory or offensive pictures, cartoons, graffiti or other materials, and taunting an individual about his or her body, clothing, habits, customs or mannerisms. Harassment may include harassment related to a Prohibited Ground of discrimination, but it does not have to.

Harassment may occur as a result of one incident or a series of incidents committed against an individual or a group of individuals over a period of time. The unwelcome comments or conduct do not have to be directed at a specific individual for Harassment to result. Harassment may give rise to an intimidating, hostile, offensive or “poisoned” work or organizational environment.

(c) Sexual Harassment

“Sexual Harassment” may include harassing comments or conduct that disparages or ridicules an individual because of his or her sexual orientation, sex, gender identity, marital status or same-sex spousal or partnership status. Sexual Harassment is a form of Discrimination and Harassment. It includes all conduct of a sexual nature that is known or ought to reasonably be known to be unwelcome. Sexual Harassment is not limited to sexual advances. It includes demeaning conduct when a reasonable person would expect the conduct to cause insecurity, discomfort, or humiliation.

Gender-based harassment is one type of Sexual Harassment. Gender-based harassment is any behaviour that polices and reinforces traditional heterosexual gender norms. Sexual Harassment is not always motivated by sexual interest or intent. It may be directed at making the target feel unwelcome in their environment. Sexual Harassment does not have to be intentional to be Sexual Harassment.

Examples of Sexual Harassment may include, but are not limited to, any of the following, particularly where it is related to the sex, gender, gender identity, gender expression or sexual characteristics of the individual and ought to be known to be unwelcome and/or demeaning:

- remarks, jokes, or innuendos about sex, gender, gender identity, gender expression or sexual orientation;
- making comments, including compliments, about a person's physical appearance (including clothing) or physical characteristics;
- commenting directly or indirectly on a person's conformity or lack of conformity to gender stereotypes;
- spreading rumours or making comments to a person or to third parties about a person's sexual appearance, family status or behaviour;
- leering or other offensive or sexually suggestive or obscene gestures;
- derogatory or degrading remarks used to describe or which are directed toward individuals of one sex, gender or sexual orientation;
- the display or distribution (including the use of electronic media and email) of sexually explicit or otherwise offensive materials;
- unwelcome advances, invitations or propositions of a sexual nature or repeated invitations after previous requests have been refused;
- persistent unwanted contact or attention including after the end of a consensual relationship;
- any direct or indirect reprisal for refusing any advances, invitations or propositions of a sexual nature;
- unwarranted or unwelcome inquiries or comments about an individual's personal life;
- acting in a way that could undermine respect for a person or the seniority, expertise or position of the person;



- unwanted physical contact, including hugging, touching, patting, pinching, etc.; and
- indecent exposure or sexual assault.

### **APPLICATION OF POLICY**

For purposes of this Policy, the Institute’s “Workplace” “means any land, premises, location or thing at, upon, in or near which a worker works and includes any meetings held by, or on behalf of the Institute, as well as any location where the activities of the Institute are conducted, or where social or other functions of the Institute or between Participants occur.

Examples of Workplace include, but are not limited to, the Head Office of the Institute; locations outside of the Head Office where social functions related to the activities of the Institute occur; locations outside of the Head Office where voluntary or work-related assignments occur; locations outside of the Head Office where work-related or training sessions occur; and locations or vehicles for voluntary or work-related travel.

The Institute recognizes the need to ensure that the principles and policies contained in this Policy are consistently and fairly applied throughout the Institute and accordingly, the principles and policies contained in this Policy shall be administered by the Head Office of the Institute, regardless of where an issue arises or where a complaint originates.

This Policy applies to the Workplace and to all stages and to all aspects of the relationship between the Participant and the Institute, including recruitment and selection, promotions and transfers, and conditions of work such as hours of work and leaves of absence.

This policy applies principally to Workplace conduct however violent, harassing or discriminatory conduct outside the Workplace may give rise to disciplinary consequences in some circumstances.

### **2.4 BREACH OF POLICY**

This Policy outlines complaint procedures that are available to any Participant who believes that he or she has been subjected to Discrimination or Harassment in the course of his or her participation in, and activities with, the Institute. Furthermore, as a policy of the Institute, a breach of this Policy by a Participant may result in sanctions or disciplinary measures being imposed upon the Participant in accordance with any Discipline Policy of the Institute, in effect from time to time.

The Institute encourages the reporting of any allegations of Discrimination or Harassment regardless of whom the alleged offender might be. While the Institute is committed to resolving any incidents of



Discrimination or Harassment internally, nothing in this Policy precludes any Participant in the course of his or her participation in, and activities with, the Institute from filing a complaint under the Human Rights Code, contacting police or seeking any other available remedy.

Any individual participating in the activities of the Institute and who engages in Discrimination or Harassment may expose himself or herself personally to damages in the event of a successful lawsuit or human rights claim being brought before the applicable human rights commission.

If the alleged offender is a director, officer or committee member of the Institute and such individual is found to have breached the provisions of this Policy, he or she will be ineligible for indemnification by the Institute for any costs, charges or expenses, including any amount paid to settle an action or to satisfy a judgment, that he or she has personally incurred in respect of any civil, criminal or administrative proceeding brought against him or her by the complainant. A director or officer of the Institute, if found to have breached the provisions of this Policy, will also be denied any recourse or access to the Institute's directors' and officers' liability insurance, if any, because a breach of the provisions of this Policy suggests that the director or officer of the Institute has not acted honestly and in good faith with a view to the best interests of the Institute.

## **2.5 OVERVIEW OF COMPLAINT PROCEDURE**

**Speak to Alleged Offender:** A complainant may speak directly to the alleged offender where the incident is minor and the behaviour is expected to be easily addressed by informing him or her that his or her comments or conduct are unwelcome. The alleged offender will be required to review and acknowledge this Code of Conduct in the context of the alleged offence.

**Consult Designated Official:** A complainant who feels they have experienced workplace Harassment or Discrimination should report his or her concerns to his or her Designated Official. For purposes of this Policy, the "Designated Official" is:

- (i) The CEO of the Institute: For all Staff, Members, Volunteers of the Institute.
- (ii) The President/Chair of the Board of the Institute: For the CEO; or
- (iii) The Executive Committee: For the President/Chair of the Board.

Where possible, the complaint should be made in writing, including details of:

- What happened – a description of the events or situation;
- When it happened – dates and times of the events or incidents;
- Where it happened;



- Who saw it happen – the names of any witnesses, if any.

Report: The Designated Official shall create an incident report and shall provide it to a supervisor or the Board of Directors who shall appoint persons to investigate the incident.

Reporting Obligation: The Designated Official shall take appropriate steps to determine whether the workplace violence policy applies and whether the incident needs to be reported to the Ministry of Labour.

Work Condition Assessment: The Designated Official shall take appropriate steps to determine whether an alternate working arrangement is required on a temporary basis while the complaint is resolved or if the complainant refuses work, whether the complainant has a right to do so.

Investigation: The Designated Official shall initiate an investigation in circumstances where an investigation would be appropriate in the interest of ensuring that the Institute is free of Discrimination and Harassment. The investigation should be conducted by an independent investigator or a person agreed by the parties to the investigation to be free from bias. .

Conduct of the Investigation: During the course of the investigation, the Investigator will, subject to privacy obligations of the Institute:

- (i) interview the complainant regarding the complaint;
- (ii) advise the alleged offender in writing of the allegations under investigation;
- (iii) provide the alleged offender with an opportunity to respond to the complaint orally or in writing and advise the complainant of the content of any written or oral response;
- (iv) investigate the complaint by speaking to the complainant, the alleged offender and any other individuals necessary to fully and fairly investigate the complaint;
- (v) provide the complainant and the alleged offender with a written summary of the preliminary factual findings with, if necessary, a request for any further comments;
- (vi) notify the complainant, the alleged offender and any other necessary individuals of the investigative findings;
- (vii) in the case of all Staff (excluding the CEO), notify the Designated Official and CEO of the investigative findings and the recommendations for sanctions or disciplinary measures which shall be imposed in accordance with any Discipline Policy of the Institute in effect from time to time;
- (viii) in the case of all Participants (excluding Staff but including the CEO), notify the Executive Committee of the Institute (the “Executive Committee”) of the investigative findings and the recommendations for



sanctions or disciplinary measures which shall be imposed in accordance with any Discipline Policy of the Institute in effect from time to time; and

(ix) ensure that a confidential record of the investigation is kept in a separate confidential file at the Head Office of the Institute which, in the case of Staff, shall mean separate from a Staff's personnel file.

Communication and Timing: Prior to concluding any investigation and making recommendations for sanctions or disciplinary measures to the CEO or the Executive Committee, as the case may be, the investigator may confer with:

(i) The Designated Official if the investigator is not the Designated Official;

(ii) the CEO;

(iii) the President/Chair of the Board of the Institute, if the Designated Official is the CEO; or

(iv) the Executive Committee, if the Designated Official is the President/Chair of the Board of the Institute.

The investigator will attempt to resolve a complaint as soon as possible, normally within ten (10) Business Days after receiving the complaint unless the Designated Official initiates an investigation, in which case within twenty-one (21) Business Days after receiving the complaint. If a longer period of time is necessary or deemed appropriate under the circumstances, the investigator will notify the complainant and the alleged offender of the proposed time frame for resolution of the complaint.

For purposes of this Policy, "Business Days" refers to a day other than a Saturday, a Sunday or a statutory or civic holiday in the Province of Ontario.

#### **FALSE INFORMATION**

Any Participant who knowingly and willfully provides false, misleading or fraudulent information to the Institute in the course of an investigation may be subject to disciplinary measures as appropriate in the circumstances. A finding of deliberate bad faith, dishonesty or misrepresentation in the course of an investigation may attract discipline. However the following situations do not, without more, attract disciplinary consequences:

i. an investigator's findings differ from the evidence of a Participant;

ii. a Participant's information or version of events is not corroborated;

iii. an investigator declined to rely on the version of events of a Participant or found a non-serious credibility issue with the version of events of a Participant.



## **2.6 CONFIDENTIALITY AND COOPERATION**

Every Participant in the course of his or her participation in, and activities with, the Institute has a responsibility to cooperate in the creation of a work and organizational environment free of Discrimination and Harassment. All individuals involved in the investigation or resolution of a complaint, including the complainant, the alleged offender and any other individuals, are expected to facilitate the procedural process, cooperate with the Institute and maintain strict confidentiality.

The Institute recognizes that it is difficult to come forward with a complaint, or to be accused of participating in Discrimination or Harassment and thus, to protect the interests of the complainant, the alleged offender and any other individuals who may be involved in the investigation process, the Institute will take all reasonable measures to protect the privacy, safety and dignity of those involved in the investigation. Disclosure of the details of the complaint may be required by law to the alleged offender to ensure a fair investigation. The Institute will take reasonable steps to prevent retaliation against the complainant during and after the investigation. All records related to the complaint and the investigation of the complaint will be kept confidential and will be stored in a safe and secure location separate from other files maintained by the Institute. Strict confidentiality will be maintained except where disclosure is necessary for the purposes of investigation, sanctions or disciplinary measures, or where disclosure is required by law. Any breach of confidentiality under this Policy may be subject to disciplinary measures as appropriate in the circumstances.

## **2.7 NO RETALIATION FOR USING POLICY**

Every Participant in the course of his or her participation in, and activities with, the Institute, has a right to submit a complaint or enforce his or her rights under this Policy without retaliation or threat of retaliation.

Retaliation against a Participant who submits a complaint under this Policy, who enforces a right under this Policy or who takes part in an investigation under this Policy, may be subject to disciplinary measures, up to and including termination of employment.

Retaliatory behaviour includes:

- (i) Any act of retaliation that occurs because a person has complained of or provided information about an incident of Discrimination or Harassment;
  - (ii) Intentionally pressuring a person to ignore or not report an incident of Discrimination or Harassment;
- and



(iii) Intentionally pressuring a person to lie or provide less than full cooperation with an investigation into a complaint of Discrimination or Harassment.

## **2.8 ACCOMMODATION POLICY AND PROCEDURE**

The Institute is committed to providing an environment that is inclusive and that is free of Discrimination based on Prohibited Grounds. The Institute will provide reasonable accommodation for needs related to Prohibited Grounds under the Ontario Human Rights Code unless to do so would cause undue hardship.

Accommodation will be provided in accordance with the principles of dignity, individualization, and inclusion. The Institute will work cooperatively, and in a spirit of respect, with all partners in the accommodation process.

Requests for accommodation should be made to the Designated Official.

Accommodation requests should, whenever possible, be made in writing. The accommodation request should indicate:

- i. The Prohibited Ground with respect to which accommodation is being requested;
- ii. The reason why accommodation is required, including enough information to confirm the existence of a need for accommodation; and
- iii. The specific needs related to the Prohibited Ground.

All accommodation requests will be taken seriously. No person will be penalized for making an accommodation request.

The Designated Official may require further information related to the accommodation request on a case-by-case basis. The Institute has the right to require a doctor's note from a suitably qualified and licenced member of the Provincial College of Physicians and Surgeons in order to evidence both the need for medical-related accommodations and the nature of the accommodations that would be suitable. Accommodation requires the co-operation of the person requesting the accommodation.

The Institute will maintain the confidentiality of information related to an accommodation request, and will only disclose this information with the consent of the accommodation requester.

The Designated Official will maintain information related to:

- i. The accommodation request;



- ii. Any documentation provided by the accommodation seeker or by experts;
- iii. Notes from any meetings; and
- iv. Any accommodation alternatives explored.
- v. Any accommodations provided.

The Accommodation Plan, when agreed on, will be put in writing, and where possible signed by the individual requesting accommodation and the Designated Official. An Accommodation Plan will be individualized and will identify the most appropriate accommodation for the accommodation requester short of undue hardship, a statement of the accommodation requester's needs, and timelines for the provision of identified accommodations.

Accommodation plans can be reviewed at the request of the Designated Official or the accommodation requester on an as-needed basis. Accommodation plans may need to be revised as the circumstances of the accommodation requester changes and the Institute has the right to request up-to-date information from the accommodation requester as appropriate.

Where a determination is made that an accommodation will not be provided or that accommodation would create undue hardship, it must be approved by the CEO. The person requesting accommodation will be given written notice, including the reasons for the decision.



### **3.0 CONFLICT OF INTEREST POLICY**

#### **3.1 APPLICATION OF CONFLICT OF INTEREST POLICY**

This Conflict Policy applies to all directors and officers of the Institute, and to the Staff and Volunteers, in the course of their participation in, and activities with, the Institute (collectively referred to in this Conflict Policy as the “Participants”).

For purposes of this Conflict Policy:

(vii) “Staff” refers to all employees and independent contractors of the Institute, including, but not limited to, the Chief Executive Officer of the Institute (the “CEO”); and

(viii) “Volunteers” refers to all individuals who assist the Institute in the fulfillment of its objects or provide services to the Institute, in either case without remuneration from the Institute, including, but not limited to, committee members of the Institute but excluding the directors and officers of the Institute.

#### **3.2 DEFINITION OF CONFLICT OF INTEREST**

All Participants are required to act in the best interests of the Institute and to avoid a conflict of interest with the Institute. A conflict of interest may arise under the following circumstances:

(ix) for Staff, when his or her private or public interest takes precedence over or competes with his or her work-related duties and responsibilities as an employee or independent contractor of the Institute; and

(x) for a director or officer of the Institute, or for a Volunteer, when his or her private or public interest takes precedence over his or her Institute-related duties and responsibilities.

Conflicts of interest may be real, perceived or potential, and may evolve at any time before, during or after a position of employment in, or voluntary participation with, the Institute, or at any time before, during or after the election of a director, or the appointment of an officer, or committee member of the Institute.

#### **3.3 GENERAL CONFLICT OF INTEREST PROVISIONS**

The recognition of a real, perceived or potential conflict of interest is a matter of judgment and the primary responsibility for recognizing a conflict of interest rests with all Participants in the course of their participation in, and activities with, the Institute.



Once a conflict of interest is identified, disclosure shall be made to the Designated Official. For purposes of this Conflict Policy, the “Designated Official”:

(xi) for all Staff, shall be the CEO of the Institute;

(xii) for the CEO, shall be the President/Chair of the Board of the Institute; and

(xiii) for the President/Chair of the Board, shall be the Executive Committee of the Institute.

Once a conflict of interest has been identified and disclosed to the Designated Official, the Participant in the course of his or her participation in, and activities with, the Institute, is required to abstain from any involvement, or further involvement, in any aspect of the matter to which the real, perceived or potential conflict of interest relates. While the existence of a conflict of interest must be reported to the Designated Official, any details of the conflict of interest are not to be disclosed to the public, including the members of the Institute, unless specifically permitted by the Institute or where disclosure is required by law.

### **3.4 GIFTS, HOSPITALITY AND OTHER BENEFITS**

All Participants in the course of their participation in, and activities with, the Institute shall not accept or use for direct or indirect personal advantage or gain, any property, resources or services of the Institute, nor shall one’s position within the Institute be used for direct or indirect personal advantage or gain provided, however, that nothing shall prevent a director or officer of the Institute from receiving remuneration from the Institute if approved by the Board of Directors of the Institute.

Gifts, hospitality or other benefits shall not be given by, or received by, any Participant in the course of his or her participation in, and activities with, the Institute, if the gift, hospitality or other benefit could, or could be perceived to, influence his or her judgment or performance of his or her duties and responsibilities in the Institute. If there is any doubt as to the perceived effect of the gift, hospitality or other benefit, authorization for its receipt must be approved by the Designated Official.

### **3.5 EXPRESSING OPINIONS**

Every Participant in the course of his or her participation in, and activities with, the Institute, whether by direct statement or inference, shall not deliberately misrepresent any policies or objectives of the Institute, as they may be amended from time to time.



### 3.6 POLITICAL ACTIVITIES

#### a) Pro-Bono Publico Approach

In recognition of the public and social responsibility of the management profession in Canada, the Institute supports the activities of every Participant in the course of his or her participation in, and activities with, the Institute, when commenting or offering advice on public policy issues within his or her area of expertise. Where such expertise is offered, it will be done without benefit or expectation of benefit to the Institute, to the Participant, or to the management profession as a whole, as part of the Institute's pro-bono publico approach to its relationship with government at every level. For purposes of this Conflict Policy, the term "pro-bono publico" is used by the Institute to refer to the provision of any activities or services for the good of the public, at no charge, and without any expectation of direct or indirect personal or organizational advantage or gain.

#### (b) Non-Partisan Stance

In circumstances where the Institute or any of the Participants, in the course of their participation in, or activities with, the Institute, participates in the public policy arena, whether through direct relations with the government, engagement in lobbying activities or by attendance at political campaigns, conferences or events, any such participation by, and on behalf of, the Institute shall be non-partisan in nature. At all times the Institute and the Participants, in the course of their participation in, or activities with, the Institute will participate equally with all political parties in the provincial legislature and the Canadian Parliament, with no preference or undue advantage being extended to any one political party, political figure or political ideology over another.

#### (c) Acting in Personal Capacity

The Institute encourages the voluntary participation of all Participants in community-related activities, including political activities. However, under those circumstances where any Participant is acting in a PERSONAL CAPACITY RATHER THAN A PROFESSIONAL CAPACITY, he or she must exercise scrupulous judgment to avoid the appearance of representing the interests of the Institute.



#### **4.0 CONFIDENTIALITY POLICY**

##### **4.1 APPLICATION OF CONFIDENTIALITY POLICY**

This Confidentiality Policy applies to all directors and officers of the Institute, and to the Staff and Volunteers, in the course of their participation in, and activities with, the Institute (collectively referred to in this Confidentiality Policy as the “Participants”).

For purposes of this Confidentiality Policy:

- (i) “Staff” refers to all employees and independent contractors of the Institute; and
- (ii) “Volunteers” refers to all individuals who assist the Institute in the fulfillment of its objects or provide services to the Institute, in either case without remuneration from the Institute, including, but not limited to, committee members of the Institute but excluding the directors and officers of the Institute.

##### **4.2 CONFIDENTIAL INFORMATION**

“Confidential Information” refers to Institute-related information that is not generally available to the public and that, if disclosed, could result in loss or damage to the Institute, or to the Person or Related Person to whom the information relates, or could give the Person or Related Person to whom the information is disclosed an improper or unfair advantage in dealings with the Institute, or with the Person or Related Person to whom the information relates.

Confidential Information includes, but is not limited to, personal information, financial information, proprietary information, contractual or business information, funding information, communications and corporate records, including the resolutions, minutes of meetings and other documentation of the Institute, or of the board of directors or any committee of the Institute.

Confidential Information does not include expertise or general knowledge gained by a Participant during the course of his or her term as a director of the Institute.

For purposes of this Confidentiality Policy:

- (iii) “Person” includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust and body corporate; and
- (iv) “Related Person” includes any Person whose relationship to a Participant is sufficiently close that proceedings involving that Person and the Participant may imperil fairness, impartiality and the public perception of the Institute. Such class of Persons includes family members such as a spouse, same-sex



spouse or partner, child, parent or sibling of the Participant, and Persons with whom the Participant does not deal at “Arm’s Length”.

(v) “Personal Information” means any information, recorded in any form, about an identified individual, or an individual whose identity may be inferred or determined from the information.

#### **4.3 CONFIDENTIALITY PROVISIONS**

It is the Institute’s policy that all Confidential Information shall be kept strictly confidential unless otherwise permitted by the Institute to be disclosed to the public, or where disclosure is required by law. A Participant, either during the course of, or subsequent to, his or her election as a director of the Institute, appointment as an officer of the Institute, appointment to a committee of the Institute or commencement of employment or as an independent contractor of the Institute, as applicable, must not:

(vi) divulge any Confidential Information communicated to, produced, or acquired by the Participant, as a result of his or her election as a director of the Institute, appointment as an officer of the Institute, appointment to a committee of the Institute or commencement of employment or as an independent contractor of the Institute, as applicable;

(vii) divulge any Confidential Information acquired by the Participant in the performance of his or her Institute-related duties and responsibilities to any Person or Related Person not authorized by the Institute or by law to have such information;

(viii) benefit directly or indirectly in consideration for revealing any Confidential Information; or

(ix) use Confidential Information in any personal undertaking in which the Participant may be, or may become, involved.



## **5.0 DISCIPLINE POLICY**

### **5.1 APPLICATION OF DISCIPLINE POLICY**

This Discipline Policy applies to all directors, officers and members of the Institute, and to the Staff and Volunteers, in the course of their participation in, and activities with, the Institute (collectively referred to in this Discipline Policy as the “Participants”).

For purposes of this Discipline Policy:

- i. “Staff” refers to all employees and independent contractors of the Institute; and
- ii. “Volunteers” refers to all individuals who assist the Institute in the fulfillment of its objects or provide services to the Institute, in either case without remuneration from the Institute, including, but not limited to, committee members of the Institute but excluding the directors and officers of the Institute.

### **5.2 BREACHES UNDER DISCIPLINE POLICY**

A breach under this Discipline Policy (“Breach”) includes, but is not limited to, the following:

- i. a breach of the Code of Conduct of the Institute, which includes the Non-Discrimination and Harassment Policy, the Conflict of Interest Policy and the Confidentiality Policy of the Institute; and
- ii. any disruptive, inappropriate, belligerent or abusive behaviour, comments or conduct that is displayed by a Participant during his or her attendance at an Institute meeting, a Institute-related social function or at any office of the Institute; and
- iii. any other misconduct amounting to or approaching cause for discipline.

### **5.3 TYPES OF SANCTIONS OR DISCIPLINARY MEASURES**

Any Participant found to have committed a Breach may face sanctions and disciplinary measures that could include one or more of the following:

- (i) issuance of a verbal warning;
- (ii) issuance of a reprimand in writing;
- (iii) requirement to make a formal apology;



- (iv) counselling or mandatory attendance at educational seminars on Discrimination or Harassment (as those terms are defined in the Non-Discrimination and Harassment Policy of the Institute);
- (v) a written reprimand delivered to the alleged offender (and placed in his or her personnel file if the alleged offender is Staff);
- (vi) for Staff, termination for cause of his or her position of employment in, or contractual relationship with, the Institute;
- (vii) for a member of the Institute, suspension or permanent termination of his or her membership in the Institute;
- (viii) for a director of the Institute, proposal to the Board of Directors of the Institute for his or her termination of office and removal as a director of the Institute;
- (ix) for an officer of the Institute, resolution by the Board of Directors of the Institute for his or her removal from office;
- (x) for a committee member of the Institute, resolution by the board of directors of the Institute for his or her removal from the position of appointment;

#### **5.4 OVERVIEW OF PROCEDURE FOR BREACH**

Except as otherwise set out in a policy or this Code, it shall be the responsibility of the Executive Committee to determine whether a Participant has committed a Breach and to impose sanctions or disciplinary measures upon that Participant, as it deems appropriate. It shall be the responsibility of the CEO or his or her duly authorized designate, to determine whether a Staff member has committed a Breach and to impose sanctions or disciplinary measures upon that Staff member, as the CEO or his or her duly authorized designate deems appropriate.

All factors should be considered when determining appropriate sanctions or disciplinary measures (for example, the nature of the Breach, the Participant's disciplinary record, the degree of aggression and physical contact in the Discrimination or Harassment, the period of time over which the Discrimination or Harassment took place, the frequency with which the Discrimination or Harassment took place, the vulnerability of the complainant and the injury to the complainant).

A sanction or disciplinary measure shall not be imposed upon a Participant until:

- i. in the case of a Breach of the Non-Discrimination and Harassment Policy of the Institute, the complaint procedures under such policy have been followed;



ii. in the case of a breach of the Workplace Violence Prevention Policy of the Institute, the investigation procedures under that policy have been followed;

iii. in the case of any other Breach, the Participant has:

(a) been notified in writing of the Breach committed or complained of; and

(b) in the case of Staff, been given an opportunity to be heard by the CEO of the Institute, or in the case of the CEO of the Institute, been given an opportunity to be heard by the President/Chair of the Board of the Institute; or

(c) in the case of the President/Chair of the Board of the Institute, been given an opportunity to be heard by the Executive Committee at a meeting of the Executive Committee called specifically for that purpose;

(d) in the case of a Volunteer, or a director, officer or member of the Institute, been given an opportunity to be heard by the Executive Committee at a meeting of the Executive Committee called specifically for that purpose;

and every written notification for the imposition of a sanction or disciplinary measure upon a Participant shall contain the following information:

(e) the date or time frame within which the Breach was committed, if known; and

(f) the specific duties and responsibilities breached by the Participant.

Once the Participant has been heard at a meeting of the Executive Committee or declines to be heard, if applicable, the Participant shall be provided with a written notice setting out the specific sanction or disciplinary measure being imposed upon the Participant.

## **5.5 APPEAL COMMITTEE**

### **a) Composition of Appeal Committee**

Under this Discipline Policy, the board of directors of the Institute has the authority to establish an ad hoc committee, to be known as the Appeal Committee, consisting of three (3) current directors of the Institute appointed by the board of directors of the Institute, all of whom are not on the Executive Committee. The board of directors of the Institute shall appoint one (1) of the directors of the Institute appointed to the Appeal Committee as chair of the Appeal Committee.

### **(b) Functions of Appeal Committee**



The functions of the Appeal Committee shall include, but are not limited to, the following:

- (i) to receive and consider on appeal any sanctions or disciplinary measures imposed upon a Participant by the Executive Committee for a Breach;
- (ii) to obtain and evaluate all pertinent and readily available information relating to any such appeal;
- (iii) to seek input from the Participant that is subject to any sanction or disciplinary measure imposed by the Executive Committee in response to a Breach; and
- (iv) to refer to the Executive Committee for further review and consideration the issue constituting the basis for the appeal.

#### **5.6 MAKING AN APPEAL TO THE APPEAL COMMITTEE**

A Participant who has had a sanction or disciplinary measure imposed upon him or her by the Executive Committee has a right to appeal the sanction or disciplinary measure in writing to the Appeal Committee within twenty (20) Business Days after receiving the written notice of sanction or disciplinary measure from the Institute. A Participant who has appealed to the Appeal Committee to have a decision of the Executive Committee reviewed shall be entitled to an oral hearing before the Appeal Committee and will be notified in writing by the Appeal Committee regarding the date upon which such oral hearing will take place. The appeal must be heard by the Appeal Committee within thirty (30) Business Days after receiving the Participant's written notice of appeal. The Appeal Committee must render its decision within ten (10) Business Days after the oral hearing has taken place. Any decision of the Appeal Committee on such appeal shall be final and binding, unless the Appeal Committee deems it appropriate to return the issue constituting the basis for such appeal back to the Executive Committee for further review and consideration.

For purposes of this Discipline Policy, "Business Days" refers to a day other than a Saturday, a Sunday or a statutory or civic holiday in the Province of Ontario.

Staff shall not have any right to appeal a sanction or disciplinary measure imposed upon him or her by the CEO or by the Executive Committee, as applicable, to the Appeal Committee but instead shall have recourse to any legal remedies generally available to Staff.



## **5.7 WITHDRAWAL OR SETTLEMENT**

Notwithstanding anything else contained in the bylaws of the Institute, the Code of Conduct of the Institute or in this Discipline Policy:

- i. the Executive Committee may amend or withdraw a sanction or disciplinary measure imposed upon a Participant at any stage in the disciplinary process unless the matter has been appealed to and heard by the Appeal Committee; and
- ii. the Executive Committee may enter into settlement discussions with a Participant resolving disciplinary issues at any stage in the disciplinary process, unless the matter has been appealed to and heard by the Appeal Committee. Any settlement reached at any stage in the disciplinary process shall be in writing and shall be signed on behalf of the Executive Committee by the President/Chair of the Board of the Institute and by the Participant.