



G.R.E.A.T.

Client Handbook

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Contact GREAT
Phone: 519-445-2222
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@greatsixnations

Canada 

**EMPLOYMENT
ONTARIO**

Ontario 

G.R.E.A.T Client Handbook

WELCOME

Welcome to Grand River Employment and Training (GREAT). If this is your first time coming to GREAT or if we have assisted you in the past, we want to remind you that this is your journey and we are here to guide you and offer support.

OUR OFFICES ARE LOCATED AT:

THE GREAT OPPORTUNITY BUSINESS CENTRE

16 Sunrise Court

Ohsweken, ON

NOA 1M0

Tel: (519) 445 - 2222

THE BRANTFORD ABORIGINAL EMPLOYMENT & TRAINING CENTRE

120 Colborne Street, Suite 101

Brantford, ON

N3T 2G6

Tel: (519) 758 - 9210

GENERAL INFORMATION

The information in this Client Handbook will help answer questions and explain how GREAT can be of assistance to you. You are encouraged to bring your handbook with you to each of your appointments to make notes on the action items coming out of each appointment so you have a clear understanding of next steps.

GREAT is a non-profit organization, governed by a Board of Directors, and funded primarily by Employment and Social Development Canada. The Board's commitment is, "...to increase the number of employed Onkwehon:we regardless of residence...". In addition to its building in Ohsweken, Ontario, GREAT has sites in Brantford, Hamilton, and Fort Erie.

Once it is determined that you are eligible for services, an Employment and Training Coach ("ETC") will be assigned to you. ETCs are committed to getting back to you as soon as possible and aim to get back to you within two days.

The name and telephone number and email for your ETC is:

ETC Name: _____

Telephone Number: _____

Email Address: _____

Our hours for client appointments are from 9:00 am to 3:30 pm from Monday to Friday.

If you are unable to come in during those hours, please call and we will attempt to accommodate your schedule.

SERVICES OFFERED

GREAT offers a wide range of programs or services to help you find a job. **You can find more details at www.greatsn.com.**

The list below is an overview of how we can be of assistance:

- Career Counselling
- Employment Counselling
- Job Opportunities
- Employer Information Sessions
- Work Readiness Training Courses
- Registering as an Apprenticeship
- Job Placements
- Referral to an Employer
- Resume and Interview Skills Development
- Use of Equipment for training and/or employment purposes — photocopier, computers, fax machine, telephone
- Financial Assistance — training courses and employment opportunities
- Transportation to and from Training (in some cases)
- Service Coordination



CUSTOMER SERVICE CHARTER

GREAT is committed to meeting our clients' training and employment needs. Clients are treated with fairness, and respect. We aim to provide each client with a quality experience to facilitate individual learning and employment goals. Our Customer Service Charter sets out how we meet these commitments. The following are the basic commitments we make to our clients: The list below is an overview of how we can be of assistance:

Contacting GREAT

We are committed to:

- Providing greater access to our clients, including encouraging clients to contact us in the way they prefer – by telephone, e-mail, or in person;
- Posting our regular hours of operation and providing services flexible enough to meet our clients' personal schedules, including being available during evenings;
- Enabling customers who speak a language other than English to communicate with us by using community interpretation services;
- Responding to your letters, e-mails and other communications as soon as possible and aim to respond within two business days;
- Continuously monitoring client satisfaction with our programs and services and encouraging clients to provide feedback and to contact our Programs and Services Manager to discuss concerns and resolve service delivery issues;
- Scheduling initial employment Counselling appointments within five business days of initial contact.

Choosing your Services

We are committed to:

- Providing information about our program and services to enable you to make an informed decision that best suits your training and employment needs;
- Providing clients with the services of an experienced employment counselor;
- Ensuring client services agreements are explained in full, are clear and understood;
- Providing mobile service where a need has been identified; and
- Providing clients with reasonable access to the Internet, telephone and other office equipment for training and employment purposes as required.

Your Privacy

We are committed to:

- Protecting your personal information from misuse and disclosure;
- Providing you with access to your personal information that we have on record and taking reasonable steps to keep your details accurate and up-to-date;
- Having our performance in relation to privacy audited annually.

Your Safety and Security

We are committed to:

- Providing services that recognize the individual needs of clients and staff including fully accessible facilities for all our programs and services, and adhering to GREAT's Health and Safety and Workplace Violence and harassment policies to provide a safe learning and working environment for all; and
- Notifying appropriate authorities if we have reason to believe a client is a potential harm to him/herself or others.

Your Concerns, Compliments, and Complaints

We are committed to:

- Actively encouraging feedback (concerns, compliments or complaints) from our clients;
- Dealing with your concerns or complaints promptly, fairly, completely and courteously;
- GREAT's CEO will review your complaint, if you feel that the issue has not been resolved to your satisfaction; and
- Reporting to our funding partner on customer service including a measure of client satisfaction and employment service performance measures.

PRIVACY POLICY

Policy

Grand River Employment and Training (GREAT) recognizes the importance of privacy and personal information. We are committed to protecting all personal information that we collect and maintain from you in accordance with applicable privacy laws. We have developed this policy to explain the measures that GREAT has in this regard.

Purpose and Application

The purpose of this policy is to explain how we collect, use, disclose and protect our clients' personal information, and the choices individuals have with respect to the collection, use, and disclosure of their personal information. This Privacy Policy applies to the information that GREAT collects and uses, or is supplied, through access to our website and services. Any information disclosed to third parties, including the Government of Canada or the Government of Ontario, is dealt with in accordance with their information handling procedures. We encourage you to review the full privacy policy and consent forms for an explanation of how your information is dealt with when it is transferred to third parties.

Our website may contain links to third-party websites ("Linked Sites") that are not controlled or operated by GREAT. The Linked Sites are maintained by third parties who have their own privacy policies and their own terms and conditions of use. This Privacy Policy does not apply to any of the Linked Sites and GREAT is not responsible for any information disclosed to or collected by those Linked Sites or for the privacy practices of any operators or sponsors of the Linked Sites. The fact that we link to a website is not an endorsement, authorization, or representation of our affiliation with that third party. To determine how your information will be treated when accessing or using the Linked Sites, we encourage you to read the privacy policy, if any, that applies to each of the Linked Sites.

Summary

We may collect the following personal information:

- Name
- Address
- Social insurance number
- Contact information
- Date of birth
- Other information we collect on behalf of Employment Ontario and Service Canada as explained in our Consent Forms.

We may use the personal information we collect for the following purposes:

- To assess the eligibility of the individual completing a Basic Client Intake form for funded or non-funded assistance;
- To apply for Employment Ontario funding;

- To contact clients in cases of appointment rescheduling or follow up.

We may share the personal information we collect with the following parties:

- Our employees, agents, contractors, consultants, funders, and service providers;
- Banks, former employers, lawyers/court, and training institutions, in the process of accessing the eligibility of an individual or client;
- Personnel from Employment Ontario/Service Canada offices with respect to the personal information entered into the Employment Ontario/Service Canada database.

Individuals have the following choices with respect to the collection, use, or disclosure of their personal information:

- Access to and correction of personal information: You may contact us to access, correct, or delete any personal information we have about you, subject to legal or contractual restrictions;
- Withdrawal of consent to the collection, use or disclosure of personal information: You may withdraw your consent to our collection, use or disclosure of your personal information at any time, subject to contractual and legal obligations. However, if we do not have sufficient information about you, we may not be able to provide you with some or all of our services. The withdrawal of consent is not retroactive.

In case of a privacy or security breach, we will:

- Comply with our notification and reporting obligations in accordance with applicable privacy laws and our contractual agreements;
- Keep a record of the breach in accordance with our legal obligations.

How to contact us:

- If you would like further information about your privacy rights, opting-out of the collection or use of your information, accessing or correcting your information, or to register a complaint, please contact our Privacy Officer laurie@greatsn.com

COMPLETE PRIVACY POLICY PRINCIPLES

Principles

The ten principles that GREAT will adhere to are as follows:

- 1. Accountability:** GREAT is accountable for the personal information it collects, uses, retains and discloses in the course of its activities, including but not limited to the appointment of a Programs and Services Manager.
- 2. Identify Purposes:** GREAT will explain the purposes, to its clients, for which the information is being used, at the time of collection. The information will be used for only those purposes. When GREAT identifies any new purpose for the information, GREAT shall obtain the individual's consent before using it for that purpose.

3. **Consent:** GREAT will obtain an individual's expressed or implied consent, when it collects, uses, or discloses the individual's personal information.
4. **Limited Collection:** The collection of personal information shall be limited to only the amount and type that is reasonably necessary for the identified purposes.
5. **Limited Use, Disclosure, and Retention:** Personal information must be used for only the identified purposes for which it was collected and must not be disclosed or used for other purposes, unless the individual consents to the alternative use or disclosure is given.
6. **Accuracy:** GREAT will minimize the possibility of using incorrect information when making a decision by keeping as accurate, complete, and up to date personal information as possible to properly satisfy the purposes for which it is used.
7. **Safeguards:** GREAT will use its physical organizational and technical safeguards to protect personal information from loss or theft or unauthorized access, disclosure, copying or modification. GREAT will protect personal information, regardless of the format in which it is held.
8. **Openness:** GREAT will inform its clients and train its employees about its privacy policies and procedures. The policies will be user-friendly and easily available.
9. **Individual Access:** GREAT's clients have a right to access their personal information and to challenge its accuracy if necessary.
10. **Provide Recourse:** GREAT will inform clients and employees of how to bring a request for access or complaint to the Programs and Services Manager and shall respond promptly to a request or complaint by the individual.

DEFINITIONS

Application – means the application form or related forms, completed by the individual to request a funded or non-funded service.

Consent – voluntary agreement with what is being done or proposed. Consent can be either expressed or implied. Express consent is given explicitly, either orally or in writing. Express consent is unequivocal and does not require any inference on the part of the organization seeking consent. Implied consent arises where consent may reasonably be inferred from the action or inaction of the individual.

Disclosure – making personal information available to others outside the organization.

Express Consent – means the individual signs the application or other forms containing personal information, authorizing GREAT to collect, use and disclose the individual's personal information for the purposes set out in the application and or forms.

File – is the container or folder for storing personal information collected electronically and hand written in the course of processing an application, as well as information collected/updated to maintain the service.

Implied Consent – means the organization may assume that the individual consents to the personal information being used for the purposes for which it was collected; personal information will be retained and disclosed for the purposes for which it was originally collected, unless notified by the individual.

Individual – means the client or business or organization who requests a funded or non-funded service.

Personal Information – means any information about an identifiable individual. It includes without limitation, information relating to identity (name), race, ethnic origin, religion, age, gender, address, telephone number, e-mail address and messages, IP – internet protocol address, social insurance number, date of birth, marital status, education, employment, health history, assets, liabilities, payment records, credit records, loan records, income and information relating to financial transactions as well as certain personal opinions or views of an individual.

Third Party – means a person or company that provides services to GREAT, in support of the programs and services offered by GREAT, such as training institutions, employers, and consultants but does not include any government office or department to whom GREAT reports to.

Use – Refers to the treatment and handling of personal information within an organization.

PURPOSES OF COLLECTING PERSONAL INFORMATION

Personal information is collected in order to assess your eligibility for funded or non-funded assistance. While you are the main source of information, GREAT may also seek to obtain information from indirect sources, such as Service Canada, where you do not have the information necessary to complete the assessment. Please review the program specific consent forms for more information on the purposes of collecting information.

CONSENT

An individual's express, written consent will be obtained before or at the time of collecting personal information. The purposes for the collection, use or disclosure of the personal information will be provided to the individual at the time of seeking his or her consent. Express consent will also be obtained if or when a new user is identified.

By signing GREAT's consent forms, express consent is granted by the individual to GREAT to obtain and/or verify information from third parties, such as banks, former employers, and training institutions, in the process of accessing the eligibility of an individual or client. Express consent is also granted by the individual to permit GREAT to report or otherwise disclose information to regulatory auditors. GREAT clients shall sign a new consent form, on an annual basis, at the beginning of each fiscal year.

An individual can choose not to provide some or all of the personal information at any time but if GREAT is unable to collect sufficient information to validate the request for services, the individual's application for services may be denied.

An individual can withdraw consent to GREAT's use of personal information, at any time, prior to the application being approved, by making such a request in writing. Once a client has been approved for service, the client cannot withdraw consent, authorizing GREAT to use and disclose the personal information for the purposes set out in this Privacy Policy. The only way that a client can withdraw consent after they have been approved for service is by withdrawing their request for service. The client shall be advised of this when signing the consent form. Express consent will be obtained from the individual, prior to disclosing the individual's personal information to other organizations.

This policy does not cover statistical data from which the identity of individuals cannot be determined. GREAT retains the right to use and disclose statistical data, as it determines appropriate.

POLICY REGARDING CHILDREN

GREAT recognizes the privacy interests of children and we encourage parents and guardians to take an active role in their children's use of GREAT's services. Where children under the age of thirteen (13) are accessing our services, written consent of the parent or guardian will be required.

If you are between the ages of 13 and 18, we may require your parent's or legal guardian's written consent before you can access our services, depending on the specific circumstances of the individual.

LIMITING COLLECTION

Personal information collected will be limited to the purposes set out in this Privacy Policy and GREAT's applications and/or other forms. GREAT shall not deceive or mislead individuals about the reasons for collecting personal information. Appropriate staff shall be trained to explain why the information is needed.

LIMITING USE, DISCLOSURE AND RETENTION

Use of Personal Information

Personal information will be used for only those purposes to which the individual has consented, with the following exceptions.

Permitted or Required Use of Personal Information Without Consent

GREAT may use your personal information without your consent in some circumstances, including where:

- It is used for the purpose of acting in respect of an emergency that threatens the life, health or security of an individual;
- The information is publicly available as permitted by law;
- The information is contained in a witness statement and the use is necessary to assess, process or settle an insurance claim;
- The information was produced by the individual in the course of their employment, business or profession and the use is consistent with the purposes for which the information was produced;

Where required or permitted to use information without consent, we will not use more information than is required.

DISCLOSURE OF PERSONAL INFORMATION

In general, we do not share your personal information except where we have your express permission. At times, in order for us to provide products and services or market to clients, we may make certain Personal Information available to strategic parties with whom we work. Personal information may also be disclosed to service providers for the purposes of processing and storage of personal information. Personal Information will also be disclosed to GREAT employees, agents, or contractors who need to know the information for the purposes of their work or making an assessment as to your eligibility for services.

Your Personal Information may also be disclosed to the Government of Canada (“Canada”) and the Province of Ontario (“Ontario”) in accordance with our program and service agreements.

When your Personal Information is provided to Canada, it is administered in accordance with the Privacy Act (RSC, 1985, c P-21), the Department of Employment and Social Development Canada Act (SC 2005, c 34) and the Access to Information Act (RSC, 1985, c A-1).

When your Personal Information is provided to Ontario, it may be subject to disclosure under the Freedom of Information and Protection of Privacy Act (Ontario).

We may also disclose Personal Information to individuals or organizations who are our advisors or consultants.

We may also share Personal Information with third parties who provide services such as information processing, payment processing, providing client products and services, and conducting client research or satisfaction surveys.

GREAT may disclose personal information to third parties, without an individual's knowledge and consent, in certain limited circumstances, including where:

- It is required by law or by order or requirement of a court, administrative agency, or governmental tribunal;
- It is necessary to protect the rights, privacy, safety or property of an identifiable person or group;
- It is necessary to permit us to pursue available remedies or limit any damages that we may sustain;
- It is necessary for the purposes of a prospective business transaction if the information is necessary to determine whether to proceed with the transaction or to complete the transaction, or a completed business transaction where the information is necessary to carry on the activity that was the object of the transaction.
- Required to comply with a subpoena or warrant issued or an order made by a court, person or body with jurisdiction to compel the production of information, or to comply with rules of court relating to the production of records; where it is reasonable for the purposes of investigating a breach of an agreement, or actual or suspected illegal activity;
- A law enforcement agency, in the process of a civil or criminal investigation;
- A government agency or department requesting the information, as permitted by law;
- Where the information is public, as permitted by law;

Where obliged or permitted to disclose information without consent, GREAT will not disclose more information than is required.

Service Providers

GREAT permits the transfer of personal information to a third party service provider for processing purposes and the third party only uses the information for the purposes for which it was transferred.

GREAT will ensure, by contractual means, that the third party protects the information and uses it for only the purposes for which it was transferred, strictly in accordance with GREAT's instructions. As well, GREAT shall ensure that all third party service providers sign confidentiality and data protection agreements prior to any transfer of an individual's personal information in the course of providing the service.

Employment Ontario database

Please note that if you agree to access Employment Ontario (EO) funding that aspects of your personal information, which is entered on Employment Ontario's database, may be accessed by personnel from other Employment Ontario offices in Ontario. Your personal information is stored in the EO database for an indeterminate amount of time. Employment Ontario's privacy policy is found here: <https://www.ontario.ca/page/privacy-statement>.

RETENTION AND DESTRUCTION OF PERSONAL INFORMATION

File retention and destruction will be conducted, annually by the Administrative Clerk. Personal information will be retained in client files, as long as the file is active and for such periods of time as may be prescribed by funding agencies, applicable laws, and regulations. A file will be deemed inactive if the individual becomes deceased, is involuntarily or voluntarily terminated from services or is no longer eligible for services. Information contained in an inactive file will be retained for a period of seven (7) years, after the file is deemed to be inactive, except in the case where an application for service is denied. Where an application has been denied, the file and all personal information contained in the file will be retained for a period of two (2) years.

An example of annual records retention is as follows:

Current Fiscal Year	Year Of Inactive Client File Slated For Destruction
2021	2014
2022	2015
2023	2016

Please note that some of our contractual agreements require GREAT to retain records for a longer period of time. If your application was with Employment Ontario (EO) your consent records will be maintained for seven (7) years.

ACCURACY

GREAT shall minimize the possibility of using incorrect information when making a decision about an individual by endeavouring to ensure that personal information provided by the individual that is in his or her active file(s) is accurate, current and complete, as is necessary, to fulfill the purposes for which the information has been collected, used, retained and disclosed. Individuals may contact GREAT and request that we revise outdated or incorrect information. Individuals are requested to notify GREAT of any change in personal or business information.

SAFEGUARDS

GREAT uses physical, organizational, and technical measures to protect personal information. Personal

information will be accessible to only those GREAT employees or third parties who need to know this information for the purposes set out in this Privacy Policy.

Organizational Safeguards: Access to personal information will be limited to GREAT staff who need access, in order to perform the functions of their jobs. All employees are required to sign a confidentiality agreement, binding them to maintain the confidentiality of all personal information to which they have access. New employees shall be trained on GREAT's Privacy Policy and Procedures, by the Privacy Officer, the Programs and Services Manager and the Human Resources Manager. When an employee leaves employment with GREAT, their keys will be collected and passwords they have been issued will be changed, within one hour of their departure. Formal and informal client case conferencing will occur only in a place where the conversation cannot be overheard by the public.

Physical Safeguards: Active files are stored in locked filing cabinets when not in use.

- Keys to the active files are kept in a secure location, only accessible by selected employees (Administrative Team Lead or ETCA). GREAT staff are to make a request of the Admin. Staff to obtain a client file. The client file cabinets are securely locked, at the end of the work day.
- Access to work areas where active files may be in use is restricted to GREAT employees and authorized third parties. Active files shall be placed in a desk drawer, when temporarily not in use. When personal information is being disposed of, it will be destroyed, in such a way as to render it difficult to recover. This means that papers will be shredded.
- A client's personal information will not be left in open view for others to see when being photocopied.

Technical Safeguards: Personal Information contained in GREAT's computers and electronic databases are password protected. GREAT's internet server is firewall protected, at a level sufficient to protect personal and confidential information against virus and hacker attacks. GREAT also uses third parties to store information. GREAT requires these third parties to use comprehensive safeguards to protect information including firewalls, encryption, and secure access protocols.

Breach of Security Safeguards

A "breach of security safeguards" is defined as the loss of, unauthorized access to or unauthorized disclosure of personal information resulting from a breach of an organization's security safeguards or from a failure to establish those safeguards.

In case of a breach of security safeguards involving personal information under our control, we will comply with our notification and reporting requirements in accordance with applicable privacy laws and our contractual agreements. We will keep a record of all privacy breaches in accordance with our legal obligations.

OPENNESS

GREAT will make this policy known and easily accessible to its employees and clients. Service delivery staff shall be trained on the policy and procedures, for the purpose of responding to individual inquiries.

Requests for Access or Questions

If you have any questions concerning our handling of your personal information, or wish to request access to, or correction of your personal information held by GREAT, please contact our Privacy Officer: laurie@greatsn.com

Please note that, in some cases, we may require you to submit an access to information request in writing.

Additionally, any questions regarding this or any other privacy practices of GREAT may also be directed to the CEO of Grand River Employment and Training at laurie@greatsn.com

If you are dissatisfied with our handling of your personal information, please set out your concerns in writing and forward them to:

Privacy Officer

16 Sunrise Court, P.O. Box 69
Ohsweken, Ontario
N0A 1M0

CHANGES TO THIS PRIVACY POLICY

GREAT regularly reviews all of its policies and procedures. We may make changes to this Privacy Policy from time to time to reflect our current practices.

GRETI BOARD POLICY ON CLIENT TREATMENT

(Number 3.55 – 3.59 of Board Policy)

With respect to interactions with clients or those applying to be clients, the CEO, Employment and Training, shall cause or allow conditions, procedures, or decisions which are safe, timely, respectful or necessary.

The CEO, Employment and Training will:

- 3.55 Only elicit information for which there is clear necessity.
- 3.56 Use methods of collecting, reviewing, transmitting, or storing client information that protect access to client's material.
- 3.57 Operate facilities with appropriate accessibility and privacy.
- 3.58 Allow clients to be aware of what may be expected and what may not be expected from the service offered.
- 3.59 Provide clients this policy or a way to be heard for persons who believe that they have not been accorded a reasonable interpretation of their rights under this policy.

CLIENT RIGHTS AND RESPONSIBILITIES

1. To receive services in a welcoming, safe, secure, and trusting environment.
2. To be treated with respect regardless of race, disability, gender, age, religion, social status, or sexual orientation.
3. To have access to information regarding all aspects of services to make an informed decision.
4. To be notified in advance of any changes to GREAT's procedures.
5. To identify your own needs and be involved in decisions regarding your services.
6. To have your information kept confidential.
7. To read the contents of your file upon request.
8. To have services delivered in a professional manner and through clear communication.
9. To have your expectations clearly explained to you.
10. To make a complaint or appeal a decision if you feel you were dealt with unfairly. Clients who make a complaint or an appeal will not be disadvantaged from continuing services.
11. GREAT's assistance in reaching your employment goals including regular contact.
12. The right to refuse to participate in educational or research programs.

CLIENT RESPONSIBILITIES

1. Treat GREAT's staff, equipment, and resources with respect and consideration.
2. Provide complete and accurate information and documents and disclose additional information that may affect the delivery of services. Documents include: identification, resume, transcripts, diplomas or degrees, Receipts for approved financial assistance, and other documents as requested by your ETC.
3. Inform GREAT about any problems you have that may affect your employment plan.
4. Notify your ETC if you do not plan to continue receiving services with GREAT in a timely manner.
5. Keep appointments or cancel in a timely manner.
6. Advise your ETC of changes to your phone number, address, and any information that may impact your eligibility for funding.
7. Follow up on your assignments to achieve your employment goals.
8. Follow safety and emergency directives from staff and emergency personnel.
9. Maintain confidentiality about other clients or participants in group settings.

10. Abide by GREAT's Violence and Harassment Policies and refrain from the following behaviours:

- **Violence or threat of violence**
- **Verbal abuse and bullying**
- **Sexual harassment or inappropriate sexual behaviour**
- **Use of alcohol or illegal drugs while on the premises**
- **Intoxication**
- **Smoking on the premise**

ATTENDANCE POLICY

- Clients are eligible to miss a maximum of 2 days a month. If the clients exceed 2 days monthly, the client's MTS agreement will be terminated.
- If the client's training is 3 weeks in length, you are eligible to miss a maximum of 1 day.
- Possible exceptions to the attendance policy include; illness (doctor's note required), COVID-19 restrictions, childcare issues, and death in the family (maximum of 5 days leave – exceptions may apply by the ETC Team Lead).

SIGNATURE

By signing this form, you verify that your rights and responsibilities were explained to you by an Employment and Training Coach and that you agree to carry out your responsibilities in a diligent manner.

Client Name (Please Print)

Signature

Date

GRETI'S WORKPLACE VIOLENCE, HARASSMENT AND DISCRIMINATION POLICY & PROGRAM

Overview of Policy

GRETI is committed to the prevention of workplace violence, harassment, and discrimination and is ultimately responsible for employee health and safety. GRETI will take whatever steps reasonably necessary to protect our employees from Workplace Violence, Workplace Harassment and Discrimination from all sources. Violent behaviour, harassment, and discrimination in the workplace are unacceptable from anyone. GRETI will provide a workplace in which all employees are treated with dignity and respect and are able to work in a friendly and safe environment. GRETI prohibits any form of discrimination; this includes discrimination based on a person's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability or any other ground protected by the OHRC.

Scope of this Policy

This policy recognizes that workplace violence, harassment and discrimination may occur between co-workers, employees and customers, employees and strangers, and employees and domestic/intimate partners.

This policy applies to all GRETI employees including but not limited to regular full-time, part-time, temporary, probationary and contract employees, as well as contractors, consultants, volunteers, clients and other visitors. It applies to any location in which work is performed on behalf of GRETI. It also applies to interactions between GRETI employees and its clients, the general public, visitors, suppliers, volunteers, stakeholders and other organizations. All are expected to refrain from violent acts, attempted violence and/or threats of violence, harassment or discrimination. GRETI will respond to any breach of this policy immediately and decisively. It is essential that all employees support the objectives of this policy and remain attentive to conduct prohibited by this policy.

This policy also recognizes and is meant to protect against situations involving domestic violence between employees and their spouses or domestic partners that may regrettably find its way into the workplace. If you are experiencing violence outside of the workplace, including domestic violence, which may create a risk of danger to you or others in the workplace, you are encouraged to report such violence so that GRETI can take reasonable preventive steps.

GRETI prohibits workplace violence, harassment and discrimination. GRETI will work with its employees to prevent workplace violence, harassment and discrimination, through education and training.

GRETI, as the employer, will ensure that this policy and the supporting program are implemented and maintained. All employees will receive appropriate information and instruction on the contents of the policy and program.

DEFINITIONS

a) Workplace Violence

Workplace Violence is defined in the Occupational Health and Safety Act ("OHSA") as:

- a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,
- c) A statement or behaviour that 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.

Workplace violence may include but is not limited to:

- a) Verbally threatening to attack an employee;
- b) Leaving threatening notes at or sending threatening e-mails to individuals in the workplace;
- c) Shaking a fist in an employee's face;
- d) Wielding a weapon at work;
- e) Hitting or trying to hit an employee;
- f) Throwing an object at an employee; or
- g) Sexual violence against an employee;
- h) Kicking an object the employee is standing on as a ladder; or
- i) Trying to run down an employee using a vehicle or equipment such as a forklift.

The definition of workplace violence is broad enough to include acts that would constitute offenses under Canada's Criminal Code.

All violence that comes to GRETI's attention will be reported to the police.

b) Workplace Harassment

Workplace harassment is defined in the OHSA as:

- a) 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; or
- b) Workplace sexual harassment.

This definition of workplace harassment includes, but is not limited to, all types of harassment prohibited under the OHRC, including sexual harassment and harassment related to a ground protected under the OHRC. Workplace harassment may also include bullying and/or personal harassment, meaning vexatious or objectionable unwelcome conduct, comments, gestures or physical acts that are repeated or, if a single incident, the offending conduct is sufficiently serious to cause a lasting harmful effect on the employee, or cause an employee to be humiliated or intimidated, or adversely affect an employee's psychological or physical well-being, or amount to a threat to an employee's health and safety.

Workplace harassment may include but is not limited to:

- a) Making remarks, jokes, or innuendos that demean, ridicule, intimidate or offend;
- b) Displaying or circulating offensive pictures or materials in print or electronic form;
- c) Verbally abusive behavior such as yelling, insults, ridicule, and name calling
- d) Workplace pranks, vandalism, bullying, and hazing; or
- e) Offensive or intimidating phone calls, emails, texts or social media communications.

Workplace harassment should not be confused with legitimate, reasonable management actions that are part of the normal work function, including but not limited to:

- a) Measures to correct performance deficiencies, such as placing someone on a performance improvement plan;
- b) Imposing discipline for workplace infractions; or
- c) Enforcement of workplace policies.

c) Workplace sexual harassment

Workplace sexual harassment is defined in the OHSA as:

- a) Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- b) Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome. Both men and women can be victims of sexual or gender-based harassment, and someone of the same or opposite sex can harass someone else.

Examples of sexual harassment include, but are not limited to:

- a) Sexual touching, advances, leering, suggestions or requests for sexual favours;
- b) Remarks, jokes or innuendoes about gender expression, gender identity, sex or sexual orientation;
- c) Comments or questions about a person's private life;
- d) Refusing to work with someone because of their sex or sexual orientation; or
- e) Displaying or distributing sexually explicit or otherwise offensive material through print or electronic mail.

d) Discrimination

Discrimination includes any distinction, exclusion, or preference based on the protected grounds in the OHRC, which nullifies or impairs equality of opportunity in employment, or equality in the terms and

conditions of employment.

The protected grounds under the OHRC currently include:

- a) Race, colour, ancestry, citizenship, ethnic origin or place of origin; gender, gender identity and gender expression;
- b) Creed, religion;
- c) Age;
- d) Sex and sexual orientation;
- e) Family, marital or same-sex partnership status;
- f) Disability or perceived disability;
- g) A record of offenses for which a pardon has been granted under the Criminal Records Act (Canada) and has not been revoked, or an offence in respect of any provincial enactment.

REPORTING COMPLAINTS

The process for reporting and handling an incident of workplace violence, harassment, or discrimination is as follows:

1. The employee is encouraged to speak to the offending individual if comfortable doing so to advise that their behaviour is unwelcome and ask them to stop.
2. If an employee is uncomfortable dealing directly with the offending individual, or the inappropriate activity continues, the employee should raise the matter with their Supervisor/Manager. In many cases, the Supervisor/Manager may be able to intervene and resolve the situation. If the employee is uncomfortable dealing directly with their Supervisor/Manager, the employee should raise the matter with Human Resources.
3. In the case of a violent situation, if at any time the employee feels at risk of potential harm or danger, the employee has the right to refuse to work.

The investigation process is as noted below.

1. Once a complaint is received, an investigation is undertaken and all reasonable steps are taken to resolve the situation. GRETI may choose to use either an internal or external investigator, depending on the nature of the complaint. The investigation will be initiated as promptly as possible. In pursuing the investigation, the investigator(s) will try to take the wishes of the complainant under consideration, but will thoroughly investigate the matter as appropriate, keeping the complainant informed as to the status of the investigation. The investigation will involve:
 - a. Interviewing the complainant and respondent to ascertain all of the facts and circumstances relevant to the complaint, including dates and locations;
 - b. Interviewing witnesses, if any; and

- c. Reviewing any related information and documentation, including but not limited to recordings, electronic data or other evidence.
2. Once a complaint has been made, and during the course of the investigation, GRETI may take interim steps to ensure the safety and comfort of its employees, as well as the continued efficient operation of the business itself. This includes suspensions, temporary transfers, and other actions.
3. Upon completing an investigation, GRETI will communicate its findings and intended actions to the complainant and the alleged offender.
4. Where it is warranted, GRETI will promptly take corrective measures, which can include counselling, reprimand and dismissal.

Complainants cannot be guaranteed anonymity; however, GRETI will take all reasonable measures to minimize disclosure of sensitive and confidential information to that which is necessary and provide it to only those who must receive it to ensure fair treatment of all parties, to ensure that a complete and comprehensive investigation may be undertaken, to protect the safety of employees and where require to be disclosed by law. All individuals involved in the investigation including the complainant, the individual against whom the complaint is made, and any witnesses are expected not to discuss any aspect of the investigation or allegations at any time except when authorized by Human Resources or required by law to do so. Notwithstanding, parties may discuss these matters with their spouses or domestic partners, professional advisors and counselors. Disciplinary action may be taken if anyone breaches the confidentiality of this process.

No retaliation will be taken against any employee who makes a complaint or report in good faith and without malicious or improper intent. Management will not tolerate other employees engaging in retaliation against another employee who has made a complaint or report.

Complaints or reports of violence, harassment, discrimination or retaliation are treated very seriously by GRETI. Allegations of violence, harassment, discrimination and retaliation can have serious and far reaching effects on the careers and lives of individuals. Such allegations are not to be made or received lightly by the complainant or a respondent. Both parties to a complaint, and any witnesses, will be protected until the outcome of the investigation, whereupon appropriate action to resolve the matter will be taken.

Any employee who victimizes a complainant for bringing an allegation of violence, harassment, discrimination and retaliation will be subject to disciplinary action up to and including termination for cause. False or baseless accusations can also have a serious impact on individuals. Employees found to have made mischievous, false or malicious complaints will therefore render themselves liable to the appropriate disciplinary action up to and including termination of employment for cause.

The procedures described in this Program are intended to provide employees with an expeditious and effective means of dealing with workplace violence, harassment, discrimination and retaliation. GRETI is committed to providing a meaningful response to all complaints made under this Program. However, the procedures described herein are not intended to prevent you from making use of any statutory complaint procedure if you wish to do so.

WITHDRAWAL POLICY

- It is the client's responsibility to follow the withdrawal process set out by the training institution.
- GREAT will adhere to the withdrawal policy of the training institution.
- The client is required to let their ETC know if they withdraw from a program.
- Failure to notify your ETC of withdrawal may affect future funding through GREAT.
- The ETC will follow up with the client prior to the withdrawal date to ensure the client remains in the program.

Approved by: GREAT Management Team — August 24, 2010
Amendment Date: July 27, 2021

YOUR NOTES

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