



DIVERT NS

HUMAN RESOURCES POLICIES & PROCEDURES

Revised August 17, 2022

Divert NS is a registered business name of the Resource Recovery Fund Board, Inc.



divertNS.ca



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INTRODUCTION

Purpose:

This manual sets forth personnel policies and procedures to assist employees and their supervisors with their operational responsibilities at the Resource Recovery Fund Board Inc., operating as Divert NS (“the Company”).

Qualifiers:

Nothing contained in this manual shall be deemed to give any employee the right to remain in the employment of the Board.

The Board reserves the right to make unilateral changes to this manual.

Where there is any conflict between policies adopted by the Company and policies set forth in a Board by-law, or a statute of the Provincial or Federal Government, the Board by-law, or Provincial or Federal statute shall overrule any policies contained in this manual.

Format:

All efforts have been made to make this manual as clear and concise as possible. The Table of Contents allows employees to find the appropriate policy quickly. All future updates and revisions shall be added to this manual to ensure that current policy is available for reference. All materials and documents relating to human resource policies and procedures shall be either filed in this manual or in another location that provides for easy access. Employees are encouraged to familiarize themselves with the content and format of this manual.

Responsibility:

These policies and procedures are generally coordinated through the Director of Corporate Services. Any exceptions to the policies and/or procedures outlined in this manual must receive prior written approval of the Chief Executive Officer or his/her designate.

TERMINOLOGY

GLOSSARY

Board – the Board of Directors of Divert NS.

Casual Employee - an employee who has been hired to temporarily perform the duties of a permanent full-time or probationary employee who is absent from work or to perform the duties of a short-term position.

Chief Executive Officer - the Chief Executive Officer of Divert NS, as appointed by the Board.

Company – refers to Divert NS.

Conflict of Interest - refers to a situation in which the personal, professional or business interests of an Employee, or that Employee's friends, relatives, or business associates, affect or could affect that Employee's inclination or ability to act in the best interest of the Company.

Discrimination – discrimination as defined under the Human Rights Act.

Employee – a person receiving or entitled to wages for work performed for the Company, a person the Company allows to, directly or indirectly, perform work normally performed by an employee, a person being trained by the Company, a person on leave from the Company.

Extended Family - a grandparent, grandchild, daughter-in-law, son-in-law, aunt, uncle, sister-in-law, brother-in-law, niece and nephew.

Harassment - Derogatory (e.g., condescending, insulting, belittling) or vexatious (e.g., aggressive, angry, antagonistic) conduct or comments that are known or ought reasonably to be known to be offensive or unwelcome and includes actions or comments that are directed at no person in particular but that create an intimidating, demeaning or offensive work environment. Bullying is a form of harassment.

Immediate Family - a parent, brother, sister, child (including adopted or step relationship) or ward, spouse (including common-law relationship and registered domestic partnerships), mother-in-law and father-in-law.

Improper Conduct - conduct that involves illegal, fraudulent, dishonest, or unethical behaviour, or serious negligence in the performance of duties.

Job Opening - a job vacancy created as a result of retirement, death, disablement, termination (voluntary or involuntary), or other reason, including a newly created position, which does not replace an existing position.

Locked-In RRSP - a type of RRSP where the funds are subject to pension legislation. These funds must be used to purchase a life annuity or be transferred to a Life Income Fund (LIF) by the end of the year during which the owner of the locked-in RRSP reaches age 69, at the latest.

Permanent Full-time Employee - an employee who has been hired to a Board approved permanent position, has successfully completed the required probationary period, and maintains continuous regular employment status by working the customary number of hours weekly.

Permanent Part-time Employee - an employee who has been hired to work less than the customary number of hours weekly and who maintains continuous regular employment status.

Probationary Employee - an employee who has been hired to a permanent (full-time or part-time) position and has not completed the probationary period for that position.

Registered Retirement Savings Plan - a registered vehicle that allows investors to defer current income taxes while saving for retirement.

Resource Recovery Fund Board Inc. - the incorporated name of the organization.

Divert NS - the operating name of the organization.

Sexual Harassment –

- Vexatious sexual conduct or a course of comment that is known or ought reasonably to be known as unwelcome,

- A sexual solicitation or advance made to an individual where the other individual is in a position to confer a benefit on, or deny a benefit to, the individual to whom the solicitation or advance is made, where the individual who makes the solicitation or advance knows or ought reasonably to know that it is unwelcome, or
- A reprisal or threat of reprisal against an individual for rejecting a sexual solicitation or advance.
- Comments, gestures or physical conduct of a sexual nature, or actions or comments with a sexual connotation or component that are directed at no person in particular but that create an intimidating, demeaning or offensive work environment, where an individual knows or ought to reasonably know that the behaviour is unwelcome.

Sick Leave - the period of time an employee is absent from work who may or may not be paid (except casual employees) by virtue of being sick or disabled or is under examination or treatment of a physician, dentist or other licensed medical practitioner, or because of an accident for which compensation is not payable under the Worker's Compensation Act. It also includes pregnancy related illness suffered outside of normal parental leave.

Short Term Disability – the period of time an employee is absent from work and is on a sick leave (as above) that extends beyond a minimum 5 day cumulative period.

Supervisor - an employee to whom one or more junior employees reports, in accordance with the organizational hierarchy, including an immediate supervisor, Department Director, and/or Chief Executive Officer.

Term or Contract Employee - an employee who has been hired through a contract for a defined period.

Work Locations – means any place occupied by an employee as part of their employment, including but not limited to, lunchrooms, vehicles, training events, conferences, business travel, work-related social gatherings or other locations where an employee is engaged in activities associated with his/her employment with the Company.

ACRONYMS

CEO	Chief Executive Officer
CPP	Canada Pension Plan
CRA	Canada Revenue Agency

HRSDC	Human Resources and Skills Development Canada
WCB	Workers' Compensation Board (of Nova Scotia)
YMPE	Yearly Maximum Pensionable Earnings

EMPLOYMENT, INDUCTION AND ORIENTATION

EQUITY AND DIVERSITY POLICY

Policy:

Divert NS is dedicated to the commitment of equity and strives to create a workforce that is reflective of the diversity of Nova Scotians. The Company is committed to encouraging diversity which includes, but is not limited to, age, gender, gender identity or expression, sexual orientation, persons with disabilities, African Nova Scotians, Indigenous peoples in Canada, and racially visible minorities.

The Company shall conduct its employee related actions and programs on the principles of equity, diversity, and inclusion, which shall encompass recruitment, hiring, remuneration, benefits, promotions, and training.

No person shall be discriminated against on the basis of, age, gender, gender identity or expression, sexual orientation, marital status, persons with disabilities, African Nova Scotians, Indigenous peoples in Canada, and racially visible minorities.

Scope:

This policy applies to all candidates for employment and all employees at all work locations.

Purpose:

The Company recognizes that its people are its most important assets and so it is committed to the maintenance and promotion of workplace equity, diversity, and inclusion.

The Company is dedicated to employing the best people to do the best job possible and the Company strives to create an environment in which individual differences and the contributions of team members are valued. The Company believes all employees and potential employees should be treated with fairness, dignity and respect.

The Company believes equity, diversity, and inclusion in the workplace as it's the right thing to do, is within the Company's best interest, is good management practice, and makes sound business sense. Diversity contributes to creativity and increased productivity as well as improved community relations.

The Company must strive for a diverse and inclusive workforce to ensure compliance with all applicable statutes and regulations to make sure all job applicants, candidates and employees are treated equitably.

Procedure:

1. The Company shall state its policy position as being an equitable employer that strives for diversity in all employment opportunity advertisements placed by or on behalf of the Company. The Company shall also state that the Company is committed to encouraging diversity which includes age, gender, persons with disabilities, African Nova Scotians, Indigenous peoples in Canada, and racially visible minorities. Members of these groups are welcome to apply and may voluntarily self-identify if they wish to be considered under the Company's *Equity and Diversity Policy*.
2. The Company shall broadly promote its *Equity and Diversity Policy* by including a statement in all correspondence, media communication and printed matter for employment/hiring purposes. This statement shall also promote a culture that values diversity and a welcoming message to encourage applications of the designated groups.
3. Employee selection will be based on the principles of merit, fairness and equity. When the Company selects candidates for employment, promotion, training, or any other benefit, it will be on the basis of their education, experience, skills, knowledge, aptitude and ability. For current employees, years of service may also be taken into consideration.
4. Discrimination will not be tolerated. Supervisors and managers are accountable to ensure the maintenance of a welcoming and respectful environment. The Company shall consider, complaints or grievances from any individual who has reason to believe that they have been affected by prohibited discrimination so the Company can apply corrective measures. A current employee should discuss any complaint or grievance with their direct supervisor or with Human Resources. A candidate for employment should discuss any complaint or grievance with Human Resources (Director of Corporate Services and Executive Assistant). In Nova Scotia, individuals and groups are protected against discrimination by the Nova Scotia *Human Rights Act*.
5. Employees are expected to comply with the Act and apply the Company's *Equity and Diversity Policy* on an ongoing basis. Each employee is expected to treat all other employees with dignity and respect and in a fair and non-discriminatory manner in all employment related dealings.
6. This policy shall be posted on the Company's website.
7. This policy will be monitored and reviewed annually to ensure that equity and diversity are continually promoted in the workplace.
8. This policy is fully supported by the Company and its Board of Directors.

ACKNOWLEDGMENT OF EQUITY AND DIVERSITY POLICY

I acknowledge that I have read the Equity and Diversity Policy and that I agree to abide by it at all times.

(Please Print Name)

Employee Signature

Date

Witness Signature

COVID-19 EMPLOYEE VACCINATION POLICY

Policy

Divert NS is committed to maintaining a safe work environment and to protecting its employees, stakeholders and members of the public, from the risk of infection, and complications associated with, COVID-19.

Divert NS is also committed to complying with the recommendations of the Chief Medical Officer of Health for the Government of Nova Scotia as it relates to COVID-19. Vaccination is recognized as a cornerstone for preventing or decreasing the effects of COVID-19.

Scope

This COVID-19 Employee Vaccination Policy applies to all employees at all work locations. Any new employees hired after the effective date of this policy are required to be fully vaccinated as a condition of their employment.

All employees are required to submit their Vaccination Proof at the time of onboarding as a new employee. All vaccination proof should be submitted to the Executive Assistant. The information will be kept confidential.

An employee who does not provide Vaccination Proof will be considered to be not Fully Vaccinated for the purposes of this policy.

Purpose

To increase the safety of employees and the people that they interact with, both in and out of the office and warehouse locations (e.g., building maintenance, Enviro-Depot staff, service providers), by providing a safe work environment that decreases the possibility of COVID-19 transmission and the risk of virus outbreaks.

Procedures

Form:

All employees must fill out and sign off on the form in Appendix A and provide to the Executive Assistant. Proof of vaccination will be requested. All forms are confidential and secured.

Privacy

Divert NS will store this information in our confidential personnel files.

Divert NS will use the information collected for the purposes of ensuring compliance with the policy, protecting the health and safety of employees and customers, and making operational decisions.

Divert NS may disclose this information to the local public health unit or government officials or as necessary to comply with the law. Where Divert NS needs to inform other employees in order to enforce

this policy or to protect the health and safety of other employees, Divert NS will do so without revealing their identities unless there is a legal, medical or epidemiological reason that requires it.

Subject to any legal minimum retention periods, if any, the information collected will be retained only during the period that this policy is in place, at which time Divert NS will securely destroy any personal information collected unless it has a legal obligation to retain it for a longer period.

Any questions with respect to the collection, use, and disclosure of information can be directed to the Director of Corporate Services or the Executive Assistant.

Time Off:

If required, employees will be given paid time off work to get the vaccination(s).

COVID-19 Symptoms and Testing:

If an employee presents with COVID-19 symptoms, they must stay away from the workplace and get tested. An employee may return to work upon testing negative. All Public Health guidelines around symptoms and symptomatic testing must be followed. Divert NS may require an employee be tested for COVID-19.

Personal Protective Equipment:

Masks and/or shields will be provided to any employee that requires them or requests them. Continuing to wear a mask/shield, regardless of vaccine status, is acceptable and up to the employee.

Vaccinated Employees:

A vaccinated employee is defined as someone that has received two injections or more (if recommended by Public Health). Vaccinated employees should mask if their visitor/co-workers would like them to mask and/or maintain social distancing.

Unvaccinated Employees:

In the Commercial Street office, unvaccinated employees should mask if their visitor/co-workers would like them to mask and/or maintain social distancing. Divert NS may require testing for unvaccinated employees at its discretion.

In the Kemptown Warehouse unvaccinated employees should mask if their visitor/co-workers would like them to mask and/or maintain social distancing. Divert NS may require testing for unvaccinated employees at its discretion.

Accommodation

Should an employee be unable to be vaccinated as a result of a protected ground under the Nova Scotia *Human Rights Code*, they must disclose this in writing to the Executive Assistant, and must provide such further information as is reasonably required to develop, assess and implement an appropriate accommodation if deemed necessary.

Monitoring:

The Chief Executive Officer and the Director of Corporate Services shall review this policy every two years, or as required and may be subject to change at any time without notice.

This Policy and these measures will remain in place until further notice. This Policy is subject to change, at Divert NS's sole discretion, based on evolving scientific evidence, and from guidance and directive from the Chief Medical Officer of Health for the Government of Nova Scotia as it relates to COVID-19, other laws, and local circumstances.

The Director of Corporate Services shall conduct a review of the COVID-19 immunization status of the employees as required to assess and promote compliance with this policy.

References:

- OH&S Act and Regulations
- Public Health Act
- Human Rights Act
- Canadian Immunization Guide
- National Advisory Committee on Immunization
- Public Health Agency of Canada

ACKNOWLEDGMENT OF COVID-19 EMPLOYEE VACCINATION POLICY

I acknowledge that I have read the COVID-19 Employee Vaccination Policy and that I agree to abide by it at all times. I understand that the COVID-19 Employee Vaccination Policy represents current company policy, that it does not affect my status as an employee.

(Please Print Name)

Employee Signature

Date

Witness Signature

Appendix A

COVID-19 IMMUNIZATION STATUS FORM

Yes, I have received one dose of the COVID-19 vaccination. Please notify the executive assistant when you receive your second so your record can be updated for your file.

First vaccine received _____

Yes, I have received two doses of the COVID-19 vaccination.

First vaccine received _____

Second vaccine received _____

No, I am not vaccinated against COVID-19.

I acknowledge that the above information is accurate.

If my status changes, I will notify the Executive Assistant as soon as possible to update my status.

(Please Print Name)

Employee's Signature

Executive Assistant's Signature

Date

This record will be retained in the employee's confidential personnel file.

HOURS OF WORK, ATTENDANCE

OVERTIME

Policy:

Where overtime work must be scheduled, equal opportunity for participation will be given to employees who are capable of performing the work to be done.

Scope:

This policy applies - to hourly employees. Salaried staff positions are ineligible for overtime compensation. Overtime will be paid in accordance with provincial legislation.

Purpose:

To ensure that necessary scheduled overtime is offered fairly and distributed equitably amongst capable and willing employees.

Procedure:

1. Work shall be completed during regular working hours whenever possible, however;
2. Overtime worked in excess of normal weekly hours of work at the employee's discretion shall be considered voluntary.
3. Eligible overtime will be paid at 1 ½ times the employee's regular hourly rate.
4. All time off in lieu of overtime pay shall be recorded on the employee's attendance records.

Discretionary Waiver

Salaried staff positions are ineligible for overtime, but there may be times when overtime becomes excessive. In such cases, the Department Director or CEO may recognize the additional effort by approving time off in lieu.

HOURS OF WORK

Policy:

Commercial Street Office

The regular workweek for salaried office employees shall be thirty-five (35) hours. The normal daily work

hours shall begin at 8:30 a.m. and end at 4:30 p.m. Salaried office employees shall be entitled to a 60 minute unpaid lunch period.

Kempton Warehouse

The regular work week for the warehouse employees shall be forty (40) hours. Warehouse employees shall be entitled to a 30 minute unpaid lunch period and two unpaid fifteen (15) minute rest periods.

The normal working hours for warehouse employees shall begin at 7:30 a.m. and end at 4:30 p.m.

Scope:

This policy applies to employees at all work locations.

Purpose:

To establish the hours of work and time allotted for daily lunch and paid periods of rest.

REMOTE WORK POLICY

Policy

This policy covers the organization's rules, procedures and conditions for working remotely or outside of the office.

Scope

This Remote Work Policy applies to employees that have been approved to work remotely; not all work performed lends itself to remote work. Permission to work remotely may be withdrawn individually or collectively, at any time at the company's discretion.

Purpose

This policy is designed to offer employees a more flexible work arrangement while continuing to meet the goals and objectives of Divert NS. A more flexible work arrangement promotes improved work-life balance, increases employee engagement and aids in recruitment while benefiting the environment.

This policy will be updated and adapted in the coming months and years as we continue to gather feedback and assess how it impacts our employees and the business.

Procedures

Schedule

Employees may work from the office full-time but may work remotely a maximum of two (2) days per week. All employees are to work in the office on Wednesday of each week. For the other three (3) days,

employees are to follow the schedule as set out in Appendix A. There will be a rotating schedule of working Monday, Wednesday and Friday one week and then Tuesday, Wednesday, and Thursday the next week.

Due to operational requirements, employees may be requested to work in the office instead of remotely (e.g., vacations, minimum office staff required).

Availability

If requested, employees should be able to return to the office from their remote work area within one and a half (1.5) hours.

Rules and Policies:

All the company's existing rules and policies are continued to be adhered to, including those set forth in but not limited to the following:

- Attendance
- Confidentiality
- Human Resources Policies
- Fraud Policy
- Conflict of Interest Policy
- Information Technology Policies:
 - Acceptable Usage
 - Creating a Network Password
 - Smartphone Password
 - Virtual Private Network (VPN)

Employees' work laptops and the internet may be monitored periodically during their work time.

Laptops:

Employees' laptops are required to have a secure network password on them.

A Virtual Private Network (VPN) connection will already be established on the employee's laptop and the employee's laptop will be furnished with antivirus software and other software to enable to work (e.g., Microsoft Office).

If, while working from their designated workspace, an employee experiences a technical issue with their computer they should try to resolve the issue immediately by contacting our desktop support provider through the 1-800 number (or email) as provided on the company's telephone list. In some circumstances the Information Technology Coordinator's services may be required; the technician may be reached by telephone, text or email.

Internet Connection:

Employees are required to have a secure password on their home internet connection. If an employee's internet access goes down and it prevents the employee from working remotely, the employee must notify his or her supervisor immediately. Interruptions to work caused by internet outages will require the employee to work from their regular office space for the remainder of the day, or until the outage is fixed.

Sage-Accpac Usage

In addition to using VPN, employees using Sage-Accpac must do so over a secure "remote desktop" connection (RDP). This will be set up and supported by the IT Coordinator. Not using an RDP can result in data corruption. Employees running only reports do not require this additional step.

Saving Files

When working from home, all files must be saved on a network/mapped drive. Files stored on the desktop are not backed up. If the laptop fails, these files will be lost.

Equipment and Furniture:

Employees will be provided with the necessary equipment and furniture (e.g., office chair) to perform their duties. These assets remain the property of the company.

Designated Workspace:

It is the responsibility of the employee to designate a remote workspace, which is typically, a space in the employee's residence (an office, spare bedroom, etc.). The designated workspace must be kept in a safe condition, free from hazards to both the employee and the equipment.

Business Requirements:

While employees are working remotely they may be required, from time to time, to come to their usual work site as required for the needs of the business.

Sick Days

If an employee is sick while working remotely, they are required to notify their supervisor and the Executive Assistant, and a sick day will be recorded.

Designated Work Time:

Employees must work a 7-hour work-day; a flexible schedule outside of the office hours of 8:30 am to 4:30 pm may be requested and must be approved by an employee's direct supervisor.

Meetings:

Remote employee meetings will take place via telephone, teleconference and video conference. The video conference platform will be determined by the company. Appropriate resources will be made available by the company to enable employees' work.

Employees are expected to attend all meetings in person while working in the office.

Confidentiality and Security:

Employees working remotely are reminded that even if they are working from a remote workspace, they are bound by any confidentiality agreements they signed in connection with their employment. Thus, consistent with the company's expectations of information security for employees working in the office, employees working remotely will be expected to ensure the protection of information accessible from their home office.

Appendix A

Office Teams

Each team will alternate the days they are in the office. If working, all employees are expected to be in the office on Wednesdays unless out of the office for business reasons (e.g., offsite meetings, courses, summits). Otherwise, teams are required to be in the office on their scheduled days. All employees may work additional days in the office if they choose. Employees are expected to clearly mark in their Outlook Calendar what days they are working remotely.

These teams are subject to change based on operational and safety requirements as deemed necessary. The CEO is not part of the slated teams to enable management oversight of the whole organization.

Team Reduce:

Director of Programs and Business Development
Business Development Officer
Manager of Communications
Program Development Officer
Environmental Programs Analyst
IT Coordinator
Field Auditor
Field Auditor

Team Recycle:

Director of Corporate Services
Director of Operations
Senior Accounting Clerk
Operations & Procurement Specialist
Executive Assistant
Manager of Accounting and Compliance
Operations Supervisor

ACKNOWLEDGMENT OF REMOTE WORK POLICY

I acknowledge that I have read the Remote Work Policy and that I agree to abide by it at all times. I understand that the Remote Work Policy represents current company policy, that it does not affect my status as an employee, and that the company retains the right to change or rescind the Remote Work Policy at any time as the company deems necessary.

(Please Print Name)

Employee Signature

Date

Witness Signature

JURY DUTY / COURT ATTENDANCE

Policy:

Time off shall be granted to employees who are summoned or otherwise required to attend court proceedings. Compensation shall be provided in accordance with the following entitlement schedule:

- Jury duty – normal salary continued for duration of proceedings. Amounts received by employee for serving, other than travel expenses, must be remitted to the Company.
- Required to attend court as an employee of the Company:
 - during normal work hours – normal salary
 - outside of normal working hours – time off in lieu
- Required to attend court for a non-work related purpose – time off without pay or use vacation time.

Scope:

This policy applies to all employees at all work locations.

Purpose:

To establish compensation and time off entitlement for employees required to attend court which gives due consideration to potential hardship associated with their involuntary absence from work.

Procedure:

1. Upon receiving notice to attend court, the employee shall advise his/her supervisor, providing all relevant available details regarding their absence from work and shall then appear in court as requested.

Discretionary Waiver

Where an employee is attending court in a non-work related capacity, the Company reserves the right to request proof of subpoena. In extraordinary situations, the CEO may approve time off with pay.

INCLEMENT WEATHER

Policy:

In instances of severe weather conditions, where an employee has reasonable cause for concern regarding their traveling safety, they may elect not to report for work or leave work early. In such circumstances, approval by the employee's supervisor is normally required and shall not be unreasonably denied.

Where Emergency Services or the relevant authorities advise the public to remain home or proceed home, the CEO, in consultation with Department Directors, may close operations.

Scope:

This policy applies to employees at work locations as detailed below.

Purpose:

To establish the conditions under which an employee may be excused from the workplace due to inclement weather.

Procedure - Warehouse Employees:

1. Where severe weather conditions prevent an employee from reporting to work, he/she shall notify their supervisor or designate prior to the commencement of the workday or as soon thereafter as is reasonably possible. An employee may use vacation, in ½ day increments, or take unpaid leave for these hours.
2. Where severe weather conditions warrant an employee leaving work early, he/she shall first receive approval from their supervisor before proceeding home. An employee may use vacation, in ½ day increments, or take unpaid leave for these hours.
3. Where severe weather conditions warrant closure of operations, the Department Director(s) and/or CEO or their designate shall notify all affected employees. Employees will receive pay during such closures.

Procedure - Office Employees:

1. When severe weather is forecasted, laptops and any other required items should be taken from the office to enable remote work.
2. If the office is open and an employee does not feel they can make it safely into work due to the weather, they shall notify their supervisor or designate prior to the commencement of the workday or as soon thereafter as is reasonably possible. An employee may use vacation, in ½ day increments, or take unpaid leave for these hours.
3. Where severe weather conditions warrant an employee leaving work early, he/she shall first receive approval from their supervisor before proceeding home. An employee may use vacation, in ½ day increments, or take unpaid leave for these hours.
4. Where severe weather conditions warrant closure of operations, the Department Director(s) and/or CEO or their designate shall notify all affected employees. Employees are expected to work from home.

PROMOTIONS

PROMOTIONS

Policy:

The Company supports career development however the Company shall fill job openings and upgraded positions with the best-qualified persons available.

Scope:

This policy applies to all employees at all work locations.

Purpose:

To ensure that employees are given the opportunity to apply and be given preferential consideration for job openings within the organization for which they are qualified.

Procedure:

1. In most situations, job openings shall be posted on the website.
2. At times, positions may be filled within departments without formal postings.
3. If formally posted, qualified and performing employees of the Company shall be given preference over equally qualified candidates from outside the organization.
4. Employees are encouraged to improve their chances for advancement, by way of promotion, through the pursuit of training and development opportunities as facilitated by the Training and Development policy.

EMPLOYEE BENEFITS

VACATION LEAVE

Policy:

Annual vacation leave with pay shall be granted to permanent and term employees in accordance with the

following entitlement schedule:

- Less than six months service – as per current legislation
- Six months service to under five years – 1 1/4 days per month (3 weeks)
- Five years' service to under fifteen – 1 2/3 days per month (4 weeks)
- Fifteen years' service to under twenty-five – 2 1/12 days per month (5 weeks)
- Twenty-five years' service or more – 2 1/2 days per month (6 weeks)

Permanent part-time employees shall have their entitlement pro-rated, based on actual time worked.

Casual employees shall receive vacation pay as per current legislation, in lieu of vacation leave with pay.

Scope:

This policy applies to all eligible employees at all work locations.

Purpose:

To establish annual vacation entitlement which gives due consideration to employee tenure.

Procedure:

1. The vacation year shall be April 1 to March 31 inclusive. Prior to April 1, the supervisor shall inform his/her employee(s) of their entitlement.
2. Subject to operational requirements, the Department Director shall approve the employee's preferred period(s) of leave. Where operational requirements prohibit this, the Department Director shall indicate, in writing, the reason(s) for denying the request and ask the employee to submit alternate preferred dates, which shall not unreasonably be denied. Every effort shall be made to grant vacation requests in unbroken periods of leave.
3. Entitlement shall not be cumulative and should be used within the year it is earned. Maximum "carry over" shall be one week only and must be authorized by the CEO prior to January 1 of the current vacation year.
4. Where a paid holiday falls on an employee's scheduled period of vacation leave, he/she shall be credited with an additional day off with pay.
5. Where an employee is called in to work during vacation leave, he/she shall be compensated for any and all extraordinary costs incurred and time lost as a result of having to leave from and return to their vacation destination, provided it is a location other than their normal place of residence.

6. Upon separation/termination, an employee shall be compensated for any outstanding vacation leave earned and not used, or conversely, shall compensate the employer for any vacation leave used but not earned. This adjustment will be made to the employee's last pay.
7. Deemed service will be considered for management positions and above or employees that are hired with prior experience from a previous employer may be considered for vacation purposes and would be documented in the letter of offer.
8. Vacation credits will be continued during maternity/parental, STD or any other leave for a maximum of 4 weeks of leave.

Discretionary Waiver

Subject to operational requirements, the Company reserves the right to limit the number of employees on vacation at any one time. In such instances, preference will be given to employees with the greatest length of service. The Company also reserves the right, in instances not involving separation/termination, to issue payment in lieu of unused vacation entitlement.

HOLIDAYS

Policy:

The following holidays, which include statutory and those otherwise recognized by the Company, shall be observed:

- New Year's Day
- Heritage Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday in August
- Labour Day
- Truth and Reconciliation Day
- Thanksgiving Day
- Remembrance Day
- Christmas Eve commencing at 12:00pm (half day only)
- Christmas Day
- Boxing Day
- New Year's Eve commencing at 12:00pm (half day only)

- Any other day as may be proclaimed by Federal, Provincial or Municipal Government(s).

Permanent and term employees shall be eligible to receive their normal rate of pay for the holiday.

Casual employees shall not be eligible to receive pay for the holiday unless they have worked 15 days in the last 30 day period and have worked their scheduled day prior and after the holiday.

Scope:

This policy applies to all employees at all work locations.

Purpose:

To establish recognized holidays for all employees.

Procedure:

1. Eligible employees shall be paid for the holiday provided that they have worked the regularly scheduled workday immediately preceding and immediately following the holiday. A sick day or vacation day shall be considered a day worked for purposes of this policy.
2. Where a holiday falls on a Saturday or Sunday, the holiday shall be observed in accordance with Provincial Government practice (normally on the first weekday following, which is not a holiday), or as designated by the CEO.
3. Where a holiday falls on an employee's scheduled period of vacation leave, he/she shall be credited with an additional day off with pay.

GROUP BENEFITS PLAN

Policy:

The Company will provide a competitive Group Benefits Plan for permanent full-time and permanent part-time employees. From time to time, as circumstances warrant, these may be extended, in part or in full, to term employees at Management's discretion. Components of the Plan shall include but not be limited to:

- Employee Life Insurance
- Dependent Life Insurance
- Accidental Death and Dismemberment
- Extended Health Care (i.e., prescription drugs, vision care, professional services, etc.)
- Dental Care
- Survivor Extended Benefit

- Long Term Disability

The Plan shall be offered to all eligible employees immediately following their probationary period (if applicable). Participation is mandatory except where proof of coverage under a spousal/companion's plan can be provided.

Casual employees shall not be eligible to participate in the Plan.

Scope:

This policy applies to all eligible employees at all work locations.

Purpose:

To establish a primary component of an employee benefit package which provides cost effective, comprehensive insurance, health, dental and disability coverage for eligible employees.

Procedure:

1. The employee shall be provided with a *Group Benefits Enrolment or Re-enrolment Application* and *Benefit Booklet* for reference. Where an employee opts to waive specific or all coverage on the application, they must provide a photocopy of the certificate and/or card confirming alternate coverage.
2. The completed application and any required supporting documentation shall be submitted to the Human Resources Administrator for processing and record keeping.
3. Premiums for the Plan benefits shall be cost shared with the Company and employee respectively, with the exception of Long Term Disability, in which case the employee shall pay 100% of the premium. The Company pays up to 70% of total premiums. Cost sharing will be determined annually based on the overall cost, market conditions, affordability and plan design.
4. The employee shall have his/her share of the premiums automatically deducted from each pay.
5. Where an employee has commenced a personal leave of absence, benefit entitlement will continue for up to four (4) weeks at their normal cost sharing arrangement. After this period, the employee may elect to continue to receive benefits until their return to work or an additional forty-eight (48) weeks, whichever is sooner, but shall be responsible for one hundred percent of the premium costs.
6. Where an employee has qualified for and commenced a period of STD, benefit entitlement will continue for up to sixteen (16) weeks from commencement of the qualifying period on the cost share basis.

7. Where an employee has qualified for and commenced a period of L T D, as determined and defined by the Group Benefits Plan carrier, premiums for employee and dependent life insurance and long term disability benefits shall be waived for the duration of this period. During this period, the employee may elect to continue to receive extended health care and dental care benefits until their return to work or two (2) years, but not beyond age 65, whichever is sooner, and shall be responsible for 100% of the premium costs.
8. Where an employee commences a period of leave due to a work related injury or illness for which Workers' Compensation Board (WCB) benefits are payable, as determined and defined by the Workers' Compensation Board of Nova Scotia, benefit entitlement will continue until their return to work or two (2) years, whichever is sooner, on the cost share basis.
9. Employees may refer to the *Benefit Booklet* for detailed specifics of the Group Benefits Plan and/or consult with the Human Resources Administrator should they require a claim form or have any questions.

Discretionary Waiver

The Company reserves the right to amend any or all components of the Group Benefits Plan at any time and shall provide reasonable notice to employees of the amendments being considered or that are required.

GROUP RRSP

Policy:

The Company shall provide a competitive Group Registered Retirement Savings Plan (RRSP) for permanent full-time and permanent part-time employees. From time to time, as circumstances warrant, this may be extended to term employees at Management's discretion. This RRSP is a condition of employment and cannot be cashed in during employment. The plan requires equal contributions from the employee and employer, subject to Canada Pension Plan (CPP) limits, as per the following schedule:

- An amount equal to 4% of CPP pensionable earnings up to the Yearly Maximum Pensionable Earnings (YMPE) amount
- An amount equal to 6% of regular earnings in excess of the YMPE amount

Employees shall be entitled to make voluntary contributions beyond their required contribution. However, these voluntary contributions will not be matched by the Company and may be limited by the Income Tax Act. All contributions shall be vested immediately with the employee.

The Plan shall be provided to all eligible employees immediately following their probationary period.

Participation is mandatory.

Casual employees are not eligible to participate in the Plan.

Scope:

This policy applies to all eligible employees at all work locations.

Purpose:

To establish an ancillary component of an employee benefit package which provides a retirement benefit for eligible employees.

Procedure:

1. At the end of the probationary period (if any) the employee shall be provided with a *Group RRSP Declaration*, a *Structured Retirement Savings Plan Application* and *Group Savings & Retirement Brochure* for reference.
2. Required employee contributions to the Group RRSP shall be matched by the Company, with eligible amounts limited to regular salary, bonuses, overtime and vacation pay. Voluntary contributions will not be matched by the Company.
3. The employee shall have his/her contributions automatically deducted from each pay.
4. Additionally, the employee may make voluntary lump sum contributions to the Group RRSP at any time. Lump sum contributions will not be matched by the Company.
5. All contributions are vested immediately with the employee.
6. Where an employee has commenced a personal leave of absence, he/she may continue participation in the Group RRSP; however, required contributions will not be matched by the Company during the period of leave.
7. Where an employee has qualified for and commenced a period of Short Term Disability, he/she may continue participation in the Group RRSP, and the Company shall match required contributions for up to seventeen (17) weeks from commencement of the qualifying period.
8. Where an employee has qualified for and commenced a period of Long Term Disability, as determined and defined by the Group Benefits Plan carrier, he/she may continue participation in the Group RRSP and the Company shall match required contributions until their return to work or two (2) years, but not beyond age 65, whichever is sooner.

9. Where an employee commences a period of leave due to a work related injury or illness for which WCB benefits are payable, as determined and defined by the Workers' Compensation Board of Nova Scotia, he/she may continue participation in the Group RRSP and the Company shall match required contributions until their return to work or two (2) years, whichever is sooner.
10. When an employee is no longer employed with the Company, he/she must transfer their funds to an individual plan.
11. Employees may refer to the *Group Savings & Retirement Brochure* for detailed specifics of the Group RRSP and/or consult with the Human Resources Administrator should they require a form or have any questions.

Discretionary Waiver

The Company reserves the right to amend any or all components of the Group RRSP at any time, and shall provide reasonable notice to employees of the amendments being considered or that are required.

BEREAVEMENT LEAVE

Policy:

Bereavement leave with pay shall be granted to permanent, permanent part-time and term employees in accordance with the following entitlement schedule:

- Immediate Family – 3 consecutive working days following the day of death
- Extended Family – 1 working day

Casual employees shall be eligible for the same periods for an unpaid leave of absence due to a death in their immediate or extended family.

Scope:

This policy applies to all eligible employees at all work locations.

Purpose:

To establish bereavement leave entitlement which gives due consideration to the significant impact that the death of a family member has on an employee.

Procedure:

1. Once becoming aware of the death of a family member, the employee shall notify his/her supervisor or designate of the death and their intentions regarding bereavement leave, prior to the commencement of their next scheduled workday.
2. Where an employee becomes aware of the death of a family member after the workday has commenced, he/she shall notify their supervisor or designate of the death and their intentions regarding bereavement leave and shall be entitled to time off with pay for the duration of the workday.
3. Where a period of bereavement leave encroaches on vacation leave or a holiday, those days shall be restored for use at a later date.

Discretionary Waiver

In the event of the death of a child, spouse, or in cases of extraordinary circumstances related to a family member's death, the Company reserves the right to grant an additional period of leave, with or without pay, to the employee at the discretion of his/her Department Director and the CEO.

SICK LEAVE/SHORT TERM DISABILITY

Policy:

The Company will protect employees from loss of earnings when they are unable to work due to sickness or injury as outlined in this document. This policy applies to Permanent Employees only. If an employee is sick, a supervisor may ask them to leave work.

Scope:

This policy applies to any illness, off the job injury or a non-compensable injury suffered by an employee. It does not include compensable injuries or pregnancy related illnesses. Sick leave may also apply to time away from work to care for family related illnesses.

Eligibility:

Regular Sick Leave:

- Full time, part time permanent employees
- In some cases, term employees may be eligible depending upon terms of employment at hiring
- Sick leave or STD credits cannot be carried forward from one fiscal year to the next

Short Term Disability:

- Applicable upon completion of probationary period, if any

Regular Sick Leave:

Full time employees will be eligible for sick leave credits of 10 days per annum of which a maximum of 5 days can be used for immediate family related illness. For example, you could use 5 days for yourself and up to a maximum of 5 days for immediate family illness; or you could use 10 days for yourself and no immediate family illness days. Sick leave benefits are intended for non-cumulative leaves less than 5 days. Once the 10 days per annum have been exhausted, sick leave benefits will not be paid.

Short Term Disability (STD):

Up to 16.0 weeks per annum may be granted to an employee for short term disability at 75% of their regular pay for cumulative sick leaves that extends beyond five (5) consecutive working days. If the leave extends beyond five (5) consecutive working days, the employee can apply for STD. STD will commence on the 6th working day. If an employee utilizes all 16.0 weeks of their STD and the employee is still unable to return to work, he/she may apply for long term disability (LTD) coverage with the Company's insurance provider.

Documentation:

In order to qualify for STD, a medical note must be provided from the employee's physician and a Short Term Disability Request Form must be completed. See Appendix A. This claim may be assessed by a third party provider to ensure the medical evidence supports the leave.

Employee Responsibility:

Employees are responsible for ensuring their supervisors are informed as soon as possible of any absence from work and subsequent return to work.

APPENDIX A

SHORT TERM DISABILITY REQUEST

Employee Name: _____

Employee's Signature: _____

Supervisor's Signature: _____

Date: _____

Last Day Worked: _____

Expected Return Date: _____

Please attach physician's note and any additional documentation as required for extensions.

Approval:

Director of Corporate Services: _____ Date: _____

CEO: _____ Date: _____

TRAINING & PROFESSIONAL DEVELOPMENT

Policy:

The Company shall encourage a commitment by employees toward life-long learning and acknowledges that continuous training and skills upgrading is crucial to the long-range success and growth of both the employee and the organization. To that end, the Company shall actively promote all forms of continuing education, including but not limited to:

- In-house or on-the-job training, cross-training of another's position, task force or group work, special projects;
- Video, audio, reading, correspondence or other short term courses;
- Seminars, conferences; and
- Long term training and development that results in a degree, license, or credential for the employee

Professional development shall be facilitated by allowing the employer and employee to jointly assess existing skills and knowledge, diagnose training and environmental needs and identify required training areas through a process outlined in this policy.

Permanent, permanent part-time and term employees shall be eligible for training and development opportunities, which either relate directly to their current position or furthers their education and development that will enhance their contribution to the organization.

Scope:

This policy applies to all eligible employees at all work locations.

Purpose:

To establish a means of attracting, developing, motivating and retaining excellent employees.

Procedure:

1. Supervisors shall project training needs based on current and emerging skill and growth needs, new technologies and Occupational Health and Safety requirements.
2. During performance evaluations, the supervisor shall identify, in consultation with the employee, training and professional development needs that will provide the employee with the skills and knowledge necessary to adapt to and evolve with future changes. Discussions should include associated costs in reference to the annual departmental operating budget.

3. Expenses and time away from work to attend short-term courses, seminars and conferences that provide direct job-related training shall be funded at 100% by the employer.
4. The CEO must approve costs associated with training opportunities outside of normal budget allocations.

Discretionary Waiver

In cases of long-term training and development, and before approval is granted, the Company reserves the right to require the employee to guarantee, through a demand note or other means, a specified period of employment after completion of the program, or reimburse the employer for expenses paid on behalf of the employee should he/she wish to terminate their employment.

PREGNANCY & PARENTAL LEAVE

Policy:

Permanent and permanent part-time with more than twelve (12) months of continuous service shall be entitled to periods of pregnancy leave and/or parental leave without pay, which, at a minimum, are in accordance with current legislation. They may also be entitled to ancillary benefits normally offered and/or provided by the Company during these types of leave, including:

- Continued participation in the Extended Health Benefits Plan
- Continued participation in the Group RRSP
- Parental Leave Allowance

The Company shall not be liable for any amounts payable by the employee to Canada Revenue Agency (CRA) as a result of being in receipt of this allowance.

Pregnancy and/or parental leave shall normally be granted upon request. The maximum combined pregnancy and parental leave to which an employee is entitled is fifty-two (52) weeks.

An employee shall be granted a one (1) day leave with pay to attend the birth of their child or children, or for the purpose of adopting a child or children pursuant to the laws of the Province.

Scope:

This policy applies to all eligible employees at all work locations.

Purpose:

To establish pregnancy and parental leave entitlement which gives due consideration to the significant impact that the birth or adoption of a child or children has on the employee and his/her family unit.

Procedure:

1. An employee will be granted an unpaid leave of absence for up to seventeen (17) weeks of maternity leave and up to thirty-five (35) weeks of parental leave (which can be shared with partner).
2. An employee shall submit a request in writing to his/her Department Director or the CEO, at least four (4) weeks in advance, indicating the type of leave requested, anticipated date of commencement, duration of the leave and anticipated date of their return to work. Any of the dates in an approved request may be amended, as determined by the employee, not less than four (4) weeks in advance of the date(s) to be amended.
3. Normally, maternity leave shall commence not sooner than sixteen (16) weeks preceding the expected date of delivery, as the employee determines, and not later than the date of delivery. Normally, maternity leave shall end not sooner than one (1) week after the date of delivery and not later than seventeen (17) weeks after the leave began, as determined by the employee.
4. Normally, parental leave shall commence immediately upon completion of the maternity leave and without the employee returning to work and ends not later than thirty-five (35) weeks after the parental leave began, as determined by the employee. Alternatively, in instances where maternity leave is not applicable, parental leave may commence immediately upon such date coinciding with or after the birth of the child or children or, in the case of adoption, the child or children first arriving in the employee's home and ends not later than fifty-two (52) weeks after the child or children first arrive in the employee's home.
5. Upon granting the request for leave, the Department Director or CEO shall advise the employee, in writing, of their entitlement to continue participation in the Extended Health Benefits Plan and/or Group RRSP.
6. Where an employee opts to continue participation in the Extended Health Benefits Plan and/or Group RRSP, he/she shall advise their Department Director or the CEO in writing. Premiums for the Extended Health Benefits Plan and contributions to the Group RRSP, other than an employee's voluntary contributions, shall be cost shared as outlined in the respective policies, with the employee's share due and payable to the Company on the first business day of each month of absence.

7. A permanent employee who has commenced a period of leave and can show proof of application for and entitlement to Employment Insurance (EI) benefits, may be entitled to receive a **Parental Leave Allowance** (Supplemental Employment Benefit) provided by the Company in accordance with the following schedule:
 - a) **Two (2) week waiting period** – payment equal to 93% of his/her weekly rate of pay for each week of the waiting period, less any other earnings received by the employee during that period
8. **Up to maximum fifteen (15) additional weeks (maternity leave/birth mother only)** – payment equal to the difference between weekly EI benefits received by the employee and 93% of her weekly rate of pay, less any other earnings received by the employee during that period which may result in a decrease in EI benefits to which the employee would have been entitled if no other earnings had been received during that period
9. **Up to maximum nine (9) (additional) weeks** – payment equal to the difference between weekly EI benefits received by the employee and 93% of his/her weekly rate of pay, less any other earnings received by the employee during that period which may result in a decrease in EI benefits to which the employee would have been entitled if no other earnings had been received during that period

Permanent part-time employees shall have their entitlement to Parental Leave Allowance pro-rated, based on actual time worked. Any potential salary increments or pay increases will not be included in the calculation of these payments. Any overpayments or taxes that an employee is required to pay to HRDC or CRA as a result of these payments will not be paid by the Company.

10. Where an employee has begun parental leave and the child is hospitalized for a period exceeding or likely to exceed one week, the employee is entitled to return to and resume work and defer the unused portion of the leave until the child is discharged from hospital.
11. While on leave, an employee shall continue to accrue credit for seniority and service, which shall be deemed continuous. Vacation leave and sick leave entitlement shall not accrue during the period of leave.
12. Upon expiration of their leave, an employee shall return to work in the same or similar position that the employee held prior to commencement of the leave.

13. Leave for illness arising from or associated with an employee's pregnancy, either prior to the commencement, or following the expiration of their scheduled pregnancy and/or parental leave may be granted in accordance with the Sick Leave policy. If, in the opinion of a legally qualified medical practitioner, the employee requires additional time off due to pregnancy related illness, the employee may opt to use their vacation entitlement accrued to the date on which their leave commenced. The Sick Leave policy will not apply for pregnancy related illnesses that occur within sixteen weeks of the expected date of confinement.

Discretionary Waiver

The Company reserves the right to request a certificate of a legally qualified medical practitioner to confirm that the employee is pregnant and specifying the expected date of delivery, or to confirm an employee's entitlement to parental leave.

Further, the Company may require a pregnant employee to take an unpaid leave of absence while the duties of her position cannot reasonably be performed by a pregnant woman, or the performance of the employee's work is materially affected.

FITNESS REIMBURSEMENT

Policy:

The Company will reimburse 50% of total fitness membership fees, up to a maximum of \$300 annually, for permanent full-time employees. From time to time, as circumstances warrant, these may be extended, in part or in full, to term employees at Management's discretion.

The reimbursement shall be offered to all eligible employees immediately following their probationary period (if applicable).

Part-time and casual employees shall not be eligible for reimbursement.

Scope:

This policy applies to all eligible employees at all work locations.

Purpose:

To provide a fitness reimbursement program that supports fitness goals and healthy lifestyles of eligible employees.

Procedure:

1. The employee shall complete a Fitness Expense Claim and attach proof of expenses incurred during the specified period.
2. The completed claim and supporting documentation shall be submitted to the employee's manager for approval and then to the Human Resources Administrator for processing and record keeping.
3. The maximum annual reimbursement per employee is \$300.
4. Expenses incurred in excess of \$300 annually are not eligible to be carried over for reimbursement to the following year.
5. Reimbursements are paid based on the cost of an individual membership. If a family membership is purchased, the cost of an individual membership to the facility must be included on the reimbursement form.
6. All reimbursements under this policy are taxable and therefore will be recorded on annual T4's as a taxable benefit.

Discretionary Waiver

The Company reserves the right to amend any or all components of the Fitness Reimbursement policy at any time, and shall provide reasonable notice to employees of the amendments being considered or that are required.

PROVISIONS FOR PERSONAL PROTECTIVE ITEMS

Policy:

The Company is committed to providing suitable protective items for employees.

Scope:

This policy applies to all permanent employees at the warehouse.

Purpose:

To establish guidelines for the provision of personal protective items for eligible employees.

Procedure:

1. Steel toe boots are mandatory. The Company will provide reimbursement for boots (up to \$150) as required and approved by the employee's supervisor.

2. Safety glasses are mandatory and provided by the Company. If prescription safety glasses are required by an employee, the Company will provide a reimbursement of up to \$200 every two years upon proof of purchase.

Discretionary Waiver

The Company reserves the right to amend any or all components of the Provisions for Personal Protective Items policy at any time, and shall provide reasonable notice to employees of the amendments being considered or that are required.

CONDUCT EXPECTATIONS

PROHIBITED CONDUCT

Policy:

The Company fosters a safe work environment - but one that has boundaries. One of the fundamental principles is an expectation that all employees, business acquaintances, business, and property be treated with respect.

There are many people working together at the Company and all employees need to work together to ensure the welfare and personal safety of people and the security of company operations.

Employees must refrain from doing anything that would be considered improper conduct and they should be aware that anyone in the Company is subject to dismissal for engaging in serious improper conduct.

Scope:

This policy applies to all employees at all work locations.

Purpose:

To ensure employees of the Company, stakeholders, and property is treated with respect. If an employee questions the appropriateness of their actions, they should carefully reconsider the action, proceed with caution, or back away until they have considered all possible consequences.

Procedure:

1. The following listed conduct is prohibited and will not be tolerated. This list of prohibited conduct is illustrative only. This type of prohibited conduct may amount to "just cause" for the immediate termination of employment. Other types of conduct detrimental to security, personal safety, employee welfare and Company interests are also prohibited.
 - a) Falsification of employment records, employment information, or any other work records
2. Possessing, distributing, selling, transferring, using or being under the influence of alcohol, an illegal drug, or a controlled substance during regular work hours
3. Dishonesty, theft, deliberate or careless damage of any Company property or the property of any employee or customer
4. Unauthorized use of Company equipment, time, materials, or facilities
5. Taking, improperly copying or otherwise, misusing Company information, including employment records, customer information and business records
6. Any act of violence including provoking a fight or fighting during working hours or on Company property or while representing the Company
7. Displaying verbal or physical assaults or threats
8. Bringing firearms or any other dangerous weapons or materials onto Company property at any time
9. Engaging in criminal conduct at any time whether or not related to job performance
10. Insubordination, including but not limited to failure or refusal to obey instructions or the use of abusive or threatening language
11. Unexcused absences, incidents of tardiness or failure to observe working schedules
12. Abuse of paid leave
13. Failure to provide a physician's certificate when requested or required to do so
14. Failing to abide by Human Resource policies
15. Unacceptable performance standards

16. Obscene conduct on Employer property
17. Harassment of your co-workers, supervisors, manager/supervisors, suppliers or threats, any actual or implied, either seriously or in jest, made to your family, friends, associates or property with physical harm
18. Excessive swearing or using improper language in the workplace

HARASSMENT POLICY

Policy:

The Company prohibits sexual harassment, harassment, and discrimination. The Nova Scotia *Human Rights Act* prohibits sexual harassment, harassment and discrimination on the bases of age, race, colour, religion, creed, sex, sexual orientation, gender identity, gender expression, physical or mental disability, an irrational fear of contracting a disease or illness, ethnic, national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, or individuals associating with a person having those listed characteristics.

No employer, representative of an employer or person employed by an employer shall harass, sexually harass, or discriminate against a person employed by the Company or a person seeking employment with the Company.

The following is a partial list of unacceptable and unlawful harassment behaviour:

- Unwanted sexual advances
- Offering employment benefits in exchange for sexual favours
- Making or threatening reprisals after a negative response to sexual advances
- Visual conduct: leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons or posters
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, comments about an employee's body or dress
- Verbal sexual advances or propositions
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations
- Physical conduct: touching, assaulting, impeding or blocking movements
- Serious or repeated rude, degrading or offensive remarks

- Threats, intimidation or retaliation
- Sexual harassment on the job is unlawful whether it involves co-worker harassment, harassment by a manager/supervisor, or by persons doing business with or for the Company.

Scope:

This policy applies to all employees at all work locations.

Purpose:

The Company is committed to taking all reasonable steps to prevent harassment from occurring and to addressing any harassment or discrimination promptly.

Procedure:

This Company Reporting Procedure provides for an immediate, thorough, and objective investigation of any harassment claim, appropriate disciplinary action against one found to have engaged in prohibited harassment, and appropriate remedies to any victim of harassment.

1. If an employee believes that they have been harassed or discriminated against on the job, or if they are aware of harassment or discrimination of others, they should provide a written or verbal report to their manager/supervisor, or Director of Corporate Services. In the event they cannot report to their manager/supervisor or Director of Corporate Services, they should report it to the CEO or Chair of the Board if necessary.
2. All incidents of harassment and discrimination that are reported will be forwarded immediately to Human Resources and will be investigated and managed by Human Resources. Investigations may be conducted by internal employees or contracted to an outside agency.
3. The Company will endeavour to protect the privacy and confidentiality of all parties involved to the extent possible consistent with a thorough investigation.
4. If the Company determines that harassment or discrimination has occurred, it will take remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment or discrimination.
5. The Company prohibits retaliation against any employee. Retaliation against an individual for reporting allegations of harassment or discrimination will be investigated promptly.
6. The Company does not tolerate the making of complaints that are frivolous, vexatious or made in bad faith. Such conduct can result in disciplinary action.

If an employee has been found to have engaged in unlawful harassment, they will be subject to disciplinary action up to and including termination from employment.

DRUG & ALCOHOL USE

Policy:

Divert NS is committed to maintaining a safe, productive and respectful working environment. This includes ensuring that all employees are fit to carry out their jobs safely and effectively.

Scope:

This policy applies to all employees at all work locations as well as any contractors who perform work on behalf of, or on the premises of, Divert NS. Employees of Divert NS's contractors are also expected to abide by the policies of their own employer.

This policy applies to employee use of **any drugs or alcohol that may have impairing effects or after-effects** on an individual, whether that impairment relates to mood, cognition, physical coordination, or any other capacity required to work safely, productively and respectfully. Such substances include **but are not limited to** alcohol, recreational cannabis, illegal drugs, intoxicants and controlled substances. Drugs and alcohol have impairing effects and after-effects that may render an employee unfit for work.

Purpose:

The purpose of this policy is to:

- Maintain and protect the integrity of a safe work environment;
- Increase employee awareness of the effects of drug and alcohol use and the risks they may impose in the work place;
- Make employees aware of their responsibilities regarding drug and alcohol use, and what constitutes prohibited use with respect to the workplace;
- Ensure that employees who have a drug or alcohol-related disability, including a substance dependence, are encouraged to seek the help they need without fear of reprisal

Procedure:

1. The Company will not jeopardize the safety of employees, the public, and company operations due to an individual's poor judgment. Accordingly, the Company prohibits the following:
 - a) Possessing, using, or being under the influence of alcohol or an illegal drug, intoxicant, or controlled substance during working hours.

- b) Operating any vehicle while under the influence of alcohol or an illegal drug, intoxicant, or controlled substance, while on company business.
 - c) Distribution, sale, manufacture, or purchase-or the attempted distribution, sale, manufacture, or purchase-of an illegal drug, intoxicant, or controlled substance during working hours, while on company business or while on premises owned or occupied by the Company.
2. If employees are suspected of being impaired or intoxicated at work, they will immediately be relieved of their duties until a review has been conducted.
 3. If an employee violates this policy, they will be removed from the workplace immediately.
 4. The Company may also bring the matter to the attention of appropriate law enforcement authorities.
 5. Any conviction for criminal conduct involving illegal drugs, intoxicants, or controlled substances, whether on or off duty, or any violation of this policy, may lead to disciplinary action, up to and including termination.
 6. If an employee is suspected of being impaired, substance testing can be done. Employees may also be required to undergo drug or alcohol testing after a significant incident (e.g., a work-related accident), or where the employee engages in dangerous or reckless behaviour, if there is reason to suspect that the incident or behaviour was related to drug or alcohol use. Employees in a "safety sensitive position", with a history of alcohol or drug problems may be subject to random alcohol and drug testing to ensure compliance. Safety sensitive positions are those in which the duties of the position may have an impact on the health or safety of employees, contractors, members of the public or the environment.

Refusing to undergo testing or taking steps to falsify test results may be grounds for discipline, up to and including termination of employment. The same applies if an employee tries to avoid or delay when called to take a substance test.

7. The use of prescription drugs and/or over-the-counter drugs may also affect job performance and seriously impair the value to the Company. Employees are not required to identify medications or the underlying illness they; however, they are responsible for the safekeeping of all medications taken during working hours. Any prescription or over-the-counter drugs, which may impair the ability to safely perform job functions or may affect the safety or well-being of others, must be communicated to the Company if there is a safety concern.

8. Divert NS may suspend disciplinary action for breach of this policy where there is reason to believe the breach results from a drug or alcohol-related disability that the employee agrees to undertake appropriate treatment or participate in reasonable accommodations. The accommodation process may include requiring the employee to attend a medical assessment to determine whether drug or alcohol use is related to a disability.

If an employee has a drug or alcohol dependence that may lead to a breach of this policy, and is capable of seeking help for that dependence but chooses not to do so, the employee will remain subject to discipline, up to and including termination of employment, if/when a breach occurs.

Permissible Drug Use:

An employee may possess and use a prescription or non-prescription drug (excluding recreational cannabis) at the workplace if:

1. The employee is using the drug for its intended purpose as directed by a physician, and
2. The employee has sought advice from a physician about the effect(s) a prescribed medication may have on the employee's fitness to work, and
3. The employee has:
 - a) Notified his/her manager/supervisor beforehand if the drug has the potential to render the employee unfit for work;
 - b) Discussed with the manager/supervisor the potential impacts on the workplace and accommodations that may be required;
 - c) Cooperated with the employer's request for supporting information from a physician; and
 - d) Complied with agreed accommodations.

FRAUD POLICY

Background

The organization's fraud policy is established to facilitate the development of controls that will aid in the detection and prevention of fraud against Divert NS. It is the intent of Divert NS to promote consistent organizational behaviour by providing guidelines and assigning responsibility for the development of controls and conduct of investigations.

Scope of policy

This policy applies to any irregularity, or suspected irregularity, involving employees as well as consultants, vendors, contractors, outside agencies doing business with employees of such agencies, and/or any other parties with a business relationship with Divert NS (also called the Company).

Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to the Company.

Policy

Management is responsible for the detection and prevention of fraud, misappropriations, and other irregularities. Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Each member of the management team will be familiar with the types of improprieties that might occur within his or her area of responsibility, and be alert for any indication of irregularity.

Any irregularity that is detected or suspected must be reported immediately to someone on the Investigative Committee. The Investigative Committee is comprised of the Chief Executive Officer, the Director of Corporate Services, and the Director of Operations. The Investigative Committee will then coordinate all investigations with legal counsel and other affected areas, both internal and external.

Action Constituting Fraud

The terms defalcation, misappropriation, and other fiscal irregularities refer to, but are not limited to:

- Any dishonest or fraudulent act
- Creation of false records such as invoices
- Misappropriation of funds, securities, supplies, or other assets
- Impropriety in the handling or reporting of money or financial transactions
- Profiteering as a result of insider knowledge of Company activities
- Disclosing confidential and proprietary information to outside parties
- Disclosing to other persons securities activities engaged in or contemplated by the Company
- Accepting or seeking anything of material value from contractors, vendors, or persons providing services/materials to the Company. Exception: Gifts less than \$50 in value.
- Destruction, removal, or inappropriate use of records, furniture, fixtures, and equipment; and/or
- Any similar or related irregularity

Other Irregularities

Irregularities concerning an employee's moral, ethical, or behavioural conduct should be resolved by

departmental management and the Investigative Committee.

If there is any question as to whether an action constitutes fraud, contact a member of the Investigative Committee for guidance.

Investigation Responsibilities

The Investigative Committee has the primary responsibility for the investigation of all suspected fraudulent acts as defined in the policy. If the investigation substantiates that fraudulent activities have occurred, the Investigative Committee will issue reports to the manager/supervisor and, if appropriate, to the Board of Directors through the Audit Committee.

Decisions to prosecute or refer the examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with legal counsel and senior management, as well final decisions on dispositions of the case.

Confidentiality

The Investigative Committee treats all information received confidentially. Any employee who suspects dishonest or fraudulent activity will notify someone on the Investigative Committee immediately and *should not attempt to personally conduct investigations or interviews/interrogations* related to any suspected fraudulent act (see **REPORTING PROCEDURES** section below).

Investigation results *will not be disclosed or discussed* with anyone other than those who have a legitimate need to know. This is important in order to avoid damaging reputations of persons suspected but subsequently found innocent of wrongful conduct and to protect the Company from potential civil liability.

Authorization for Investigating Suspected Fraud

The Investigative Committee will have:

- Free and unrestricted access to all Company records and premises, whether owned or rented; and
- The authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any individual who might use or have custody of any such items or facilities when it is within the scope of their investigation.

Reporting Procedures

Great care must be taken in the investigation of suspected improprieties or irregularities so as to avoid mistaken accusations or alerting suspected individuals that an investigation is under way.

An employee who discovers or suspects fraudulent activity can *contact someone on the Investigative Committee* or call the fraud hotline (1-855-484-2273). The employee or other complainant may remain

anonymous. All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative, or any other inquirer should be directed to the Investigative Committee. No information concerning the status of an investigation will be given out. The proper response to any inquiries is: "I am not at liberty to discuss this matter." *Under no circumstances* should any reference be made to "the allegation", "the crime", "the fraud", "the forgery", "the misappropriation", or any other specific reference.

The reporting individual should be informed of the following:

- Do not contact the suspected individual in an effort to determine facts or demand restitution.
- Do not discuss the case, facts, suspicions, or allegations with *anyone* unless specifically asked to do so by the Investigative Committee.

Termination

If an investigation results in a recommendation to terminate an individual, the recommendation will be reviewed for approval by the Investigative Committee and if necessary, by outside counsel, before any such action is taken.

Administration

The Investigative Committee is responsible for the administration, revision, interpretation, and application of this policy. The policy will be reviewed annually and revised as needed with approval from the Board of Directors.

ACKNOWLEDGEMENT OF CONDUCT EXPECTATIONS POLICIES

(PROHIBITED CONDUCT, HARASSMENT, DRUG & ALCOHOL USE, FRAUD)

I acknowledge that I have read the above policies of the Resource Recovery Fund Board Inc., operating as Divert NS, I understand them, and I agree to comply with these policies.

(Please Print Name)

Employee Signature

Date

Witness Signature

CONFLICT OF INTEREST

Policy:

Employees, in performing their duties and responsibilities toward the Company, shall act honestly and in good faith with a view to the best interest of the Company. In doing so, employees shall exercise the care, diligence and skill that a reasonable prudent person would exercise in comparable circumstances. Employees must recognize and avoid any actual, potential or perceived conflict of interest. If an Employee becomes aware of such a conflict, that Employee must declare the nature and extent of the conflict in writing at the first opportunity.

A Conflict of Interest arises whenever the personal, professional or business interests of an Employee are potentially at odds with the best interests of the Company. Employees may have private interests that from time to time conflict, or appear to conflict, with their employment with the Company. Employees should aim to avoid being put in a situation where there may be a conflict between the interests of the Company and their own personal or professional interests, or those of relatives or friends. Where such a Conflict of Interest occurs (or is perceived to occur), the interests of the Company will be balanced against the interests of the Employee and resolved in favor of the Company, unless exceptional circumstances exist.

Scope:

This policy applies to all Employees of the Company at all work locations.

Purpose:

To ensure that any actual or perceived Conflict of Interest is appropriately addressed in a timely manner.

Information or knowledge acquired in the course of employment:

Employees are prohibited from disseminating knowledge or information acquired in the course of employment with the Company, absent the express approval of the Company, and, Employees may not commence or engage in a private business, either alone or with others, using knowledge or information acquired in the course of employment with the Company.

Disclosure of Interest in Company Transactions:

Employees who knowingly have financial or other interests in a company contract, sale or other business transaction or any program of the Company, or have family members, friends or business associates with such interests, must declare nature and extent of that interest at the first opportunity, and may not advise the Company on such transactions or approve such transactions on behalf of the Company.

Procedure:

1. Employees must promptly declare any potential, actual or perceived conflicts of interest. Such declaration shall be made to the CEO or the CEO's designate.
2. The Company will review the potential areas of conflict with the employee and mutually agree on practical arrangements to resolve the situation.

Implementation:

Managers and supervisors of the Company must make this policy available to all Employees, and must discuss the entire policy with the Employees and highlight any section that may have special relevance to the Employee's particular tasks.

At the commencement of their employment with the Company, Employees must acknowledge this policy and agree to comply with its instructions, restrictions and prohibitions. During their employment with the Company, Employees shall not enter into any agreement, arrangement or undertaking that would conflict or interfere with their ability to comply with this policy, or that would otherwise prevent them from performing their obligations hereunder. Employees shall represent and warrant that they have not entered into any such agreement, arrangement or undertaking.

Failure to comply with the policy:

Employees who fail to comply with this policy are subject to disciplinary action up to and including dismissal.

ACKNOWLEDGEMENT OF CONFLICT OF INTEREST POLICY

I, _____, acknowledge that it is the policy of the Resource Recovery Fund Board Inc., operating as Divert NS (“the Company”) that all interests and conflicts of the sort described in the Conflict of Interest Policy be avoided, and I agree to comply with all policies and directives of the Company from time to time regulating, restricting, or prohibiting circumstances giving rise to interest or conflicts of the sort described in the Conflict of Interest Policy. During my employment with the Company, without prior approval, in its sole discretion, of the Company, I will not enter into any agreement, arrangement or understanding with any other person or entity that would in any way conflict or interfere with this Agreement or my duties or obligations under this Agreement or that would otherwise prevent me from performing my obligations hereunder, and I represent and warrant that I have not entered into any such agreement, arrangement or understanding. I acknowledge and understand that a breach of the Conflict of Interest Policy may result in disciplinary action, including suspension and or termination of my employment.

(Please Print Name)

Employee Signature

Date

Witness Signature

ACKNOWLEDGEMENT OF CONFIDENTIAL INFORMATION

I acknowledge that as an Employee of the Resource Recovery Fund Board, Inc., operating as Divert NS (“the Company”), I will acquire information about certain matters which are confidential to the Company, which information is the exclusive property of the Company, including but not limited to, information relating to present or perspective businesses, buying habits of the public, purchasing information, pricing and sales policies, financial information, business plans, forecasts and market strategies, and such other information as may come to me as an Employee.

I acknowledge that such information could be used to the detriment of the Company and other businesses and, that the disclosure could cause irreparable harm to the Company and other businesses. Accordingly, I undertake to treat confidential all such information and not to disclose it to any person or entity, or to use it for any purpose either during my employment, or after my employment, for any reason, except with the prior written permission of the Company.

I have read, understood and agree with all of the foregoing. I have had a reasonable opportunity to consider this document and the matters set out therein. I accept employment with the Company on the terms and conditions set out in this document.

(Please Print Name)

Employee Signature

Date

Witness Signature