



4.4

PERSONNEL POLICIES



4.4.1 Philosophy

Student Energy wishes to maintain a work environment that fosters personal and professional growth for all staff, interns, and volunteers. Maintaining such an environment is the responsibility of each of these people. Because of their role, managers and team leads have the additional responsibility to lead in a manner, which fosters an environment of respect for each person.

It is the responsibility of all staff, interns and volunteers to:

- Foster cooperation and communication among each other
- Treat each other in a fair manner, with dignity and respect
- Promote harmony and teamwork in all relationships
- Strive for mutual understanding of standards for performance expectations, and communicate routinely to reinforce that understanding
- Encourage and consider opinions of other employees or members, and invite their participation in decisions that affect their work and their careers
- Encourage growth and development of employees by helping them achieve their personal goals at the Student Energy and beyond
- Seek to avoid conflict, and if it occurs, respond fairly and quickly to provide the means to resolve it
- Administer all policies equitably and fairly, recognizing that jobs are different but each is important; that individual performance should be recognized and measured against predetermined standards; and that each employee has the right to fair treatment
- Recognize that employees in their personal lives may experience crisis and show compassion and understanding
- Promote acceptance and tolerance

4.4.2 Responsibility

Responsibility for Human Resources is shared between the Executive Director and Student Energy's Board of Directors.

The Board is responsible for the overall human resource policies and handling any conflicts that may arise between the Executive Director and their staff. The Board is also responsible for recruiting and hiring the Executive Director and managing all items related to their employment including contractual obligations and performance review.

The Executive Director is responsible for determining the appropriate resourcing structure composed of staff, interns, volunteers and contractors (workforce planning). The chosen structure should meet the strategic objectives of Student Energy and must be within the limits of the organization's financial and managerial capacity. The Executive Director is responsible for recruiting, selecting, and managing all human resources and must inform the Board of HR decisions but not directly seek approval for specific HR decisions. The Board approves an annual budget that reflects human resource capacity; any changes to this budget must receive formal Board approval.

4.4.3 Employment Equity

Student Energy is an equal opportunity employer and employs personnel without regard to race, ancestry, place of origin, colour, ethnic origin, language, citizenship, creed, religion, gender, sexual orientation, age, marital status, physical and/or mental handicap or financial ability.

4.4.4 Recruitment and Selection

4.4.4.1 Staff

All paid employment opportunities at Student Energy are recommended posting for a minimum 7 working day period. They are posted on Student Energy's website and on the websites of affiliated organizations. Occasionally, they are posted on employment websites or with an employment agency. Applications are encouraged from current employees but will be screened in the same manner as applications received from outside applicants.

Applicants are invited to submit their application, cover letter and current résumé to an easily accessible online web form, demonstrating that they meet the minimum criteria for the position being sought. At the closing date, all applications are screened, and candidates are selected for the next step of the process. Student Energy recruiting processes may include a case study assignment or exercise where individuals are asked to demonstrate skills required for the position. Following screening of assignment submissions, candidates chosen for interviews are contacted. If the interview is positive, references may be contacted. Depending on the feedback provided, a position may be

offered to the applicant via a formal offer letter and employment contract. Acceptance or rejection of an application for a position with this organization will be based on the demands and requirements of the position. These requirements may include specific skills and competencies and may also include traits or character or temperament.

4.4.4.2 Volunteers and Interns

Recruitment and selection of volunteers and interns does not follow a standard process because of the broad range of circumstances with which individuals may be brought onto Student Energy's team or individual projects. Recruitment is at the discretion of the manager or team lead but where possible should be shared publicly and document all those who expressed interest in the position. In addition, the manager or team lead should document their decision rationale and/or criteria. Acceptance or rejection of an application for a position with this organization will be based on the demands and requirements of the position. These requirements may include specific skills and competencies and may also include traits or character or temperament.

Interns who are receiving an honorarium must sign an internship agreement with Student Energy when offered a position. Volunteers need not sign an agreement with the organization.

4.4.4.3 Consultants

Recruitment and selection of contractors follows one of two processes:

Open Call

When Student Energy has a prescribed budget and is seeking new work to be completed, an RFP is issued to a number of potential service providers. A review of proposals is completed based on criteria established by the manager or team lead; interviews or work samples may be requested. Depending on the results of evaluation of service providers, the contract may be offered to a service provider.

Preferred Consultants

Being a growing, youth-focused organization sometimes Student Energy is able to secure below market rates from consultants and/or has consultants that fill unique service offerings not available from similar providers. In this case, the team lead or manager may choose to forgo the formal recruitment process and hire a consultants directly. This process must be approved by the Executive Director to ensure that the decision is based on a unique offering or price and not nepotism.

4.4.5 Orientation

All new staff and interns to Student Energy shall receive an orientation session which will encompass an overview of general policies, procedures and operations. This will also provide individuals, new to either a position or to Student Energy, an opportunity to learn the performance expectations management has with regard to the position in question. They will be given a copy of this Employee Handbook and will be expected to learn its contents. They will also make aware of policies such as, Code of Ethics and Conduct, and asked to sign off on their agreement to these policies.

Specifically, all staff and interns will:

- Sign off on position description and a set performance goals within a month of starting the position
- Sign off on the Code of Ethics and Conduct

Volunteers will also receive an overall orientation when joining the Student Energy team (either in person or via webinar) but will not be asked to sign off on their position description. All volunteers must sign off on the Code of Ethics and Conduct.

4.4.5.1 Code of Ethics and Conduct

Student Energy exists to create the next generation of leaders who will help transition the world to a sustainable energy future. In delivering programs to students all over the world, employees, interns and volunteers work with each other and the public at large. The following Code of Ethics and Conduct (“the Code”) is designed to allow Student Energy to preserve integrity and credibility. This Code applies to all governance and advisory members, employees, interns, volunteers and any third party service provider in face-to face contact with our stakeholders.

The Code is organized into categories, as follows:

Ethics

- Always act with fairness, honesty, integrity and openness; respect the opinions of others and treat all with equality and dignity without regard to gender, race, colour, creed, ancestry, place of origin, political beliefs, religion, marital status, disability, age, or sexual orientation.
- Promote the mission and objectives of Student Energy and, when representing Student Energy, speaks about energy issues in a balanced, inclusive manner.
- Provide a positive and valued experience for those you interact with.
- Serves the overall best interests of the Organization.
- Brings credibility and goodwill to the Organization.
- Demonstrates respect for individuals and human rights;

- Respects and gives fair consideration to diverse and opposing viewpoints.
- Demonstrates good faith, prudent judgment, honesty, transparency and openness in activities on behalf of the Organization.

Accountability

- Act with honesty and integrity and in accordance with personnel and governance policies.
- Comply with both the content and spirit of any training or orientation provided to you by Student Energy.
- Take responsibility for your actions and decisions.

Conflict of interest

- Conflict of interest arises when a person participates in a decision about a matter (including any contract or arrangement of employment, leasing, sale or provision of goods and services) which may benefit or be seen to benefit that person because of their direct or indirect monetary or financial interests affected by or involved in that matter. In the event that such a matter arises, the person shall formally disclose the interest, refrain from attempting to persuade or influence other persons participating in the decision, and shall not cast any vote on the matter.

Confidentiality

- Respect and maintain the confidentiality of information gained as a volunteer or employee that is not in the public domain.

Personal or sexual harassment

- Sexual harassment is any conduct, comment, gesture or contact of a sexual nature that one would find to be unwanted or unwelcome by any individual, or that might, on reasonable grounds, be perceived by that individual as placing a condition of sexual nature on an employment or career development.
- Personal harassment means any conduct whether verbal or physical that is discriminating in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age or sexual orientation. It is discriminatory behaviour, directed at an individual, that is unwanted or unwelcome and causes substantial distress in that person and serves no legitimate work-related purpose.
- Student Energy has a zero tolerance policy with respect to Personal /Sexual Harassment. Personal/Sexual Harassment in any form is strictly prohibited and may be grounds for termination as a volunteer, or, in the case of an employee, immediate dismissal for just cause without notice or pay in lieu of notice.

The Personnel Manual gives further details of this and other policies and procedures of the Association. Management has the responsibility of ensuring compliance with all such policies

Code of conduct declaration

I, _____, have read, understand and agree to abide by the Code of Conduct of Student Energy and I understand that such adherence is a condition of my employment or volunteer work. I understand that a violation of the Code of Conduct may be grounds for termination as a volunteer or in the case of an employee immediate dismissal for just cause without notice or pay in lieu of notice.

Signed this _____ day of _____, 20____. _____ (Signature)

4.4.6 Probationary Period

For staff, the first three (3) months of employment are probationary. During this time both parties may assess suitability for employment with Student Energy. This also provides management an opportunity to assess skill levels and address areas of potential concern. During the first ninety (90) days of the probationary period, employment may be terminated by either party for any reason whatsoever, with or without cause, and without notice or payment in lieu of notice, except as may be minimally prescribed by the Employment Standards Code of Alberta ("ESC"), as may be amended from time to time. Upon satisfaction of the requirements under the ESC, as amended, the Employer shall have satisfied any and all obligations to the employee, whether under the ESC, as amended, or at common law.

At the completion of the probation period, the employee and employer shall meet and review progress to date. At this time one of three things will occur:

1. Probation will end
2. Probation may be extended for up to an additional six months
3. Employment will end

There is no probation period for interns or volunteers.

4.4.7 Duties

For staff, a description of the job and the associated responsibilities, along with any additional tasks possibly required, will be attached to the Offer of Employment. This document will be used to evaluate performance both during the probation period and every 6 months after. If an employee is unsure of its contents, they should not hesitate to ask for clarification.

From time to time, it may be necessary to amend an employee's job description. These amendments will be discussed with the employee in advance however; the Executive Director will make the final decision on implementation of these changes.

For interns, duties and tasks will be defined in the internship contract and successful completion will mark completion of the contract.

4.4.8 Personnel File

Student Energy does collect personal information for inclusion in personnel files. This information is available to the employee, and the Executive Director. This information is kept in a secure location, and is not shared with members of our Board, funders, other staff members, interns, volunteers or contractors. Information which is contained in an employee's personnel file includes the following: résumé, letter of offer, performance reviews, amendments to job descriptions, disciplinary notices, tax forms, and approved leave requests.

4.4.9 Compensation

Salaries for both full and part time staff shall be determined by the Executive Director, based on budget considerations, industry benchmarks, and commensurate with the experience of the successful candidate. The organization shall pay employees twice a month (15th and 30th), less the usual and necessary statutory and other deductions payable in accordance with the Employer's standard payroll practices. These payroll practices may be changed from time to time at the Employer's sole discretion.

Honorariums for interns shall be determined by the Executive Director, based on budget considerations and usually being determined by government programs. Some honourariums will be paid by the funding organization directly and therefore Student Energy may not be the actual issuer of payment.

Volunteers are not monetarily compensated.

All staff, interns, and volunteers may be reimbursed for reasonable and Executive Director approved expenses related to Student Energy.

4.4.10 Performance Review

All staff, interns and volunteers are entitled to receive regular and timely feedback on their performance. The intention is to provide for improvement/change in behaviour to our personnel. Any staff member, intern or volunteer may request evaluation and it is their direct supervisor's responsibility to provide timely and accurate feedback that includes:

- Developmental feedback
- Clear details regarding outstanding or unsatisfactory behaviour or performance
- Suggestions as to what and how to improve as well as time to demonstrate improvement

Performance Reviews for staff shall be completed annually in November by a direct supervisor (usually the Executive Director). The performance review document will be a living document for each employee. Each employee will be responsible for developing their respective workplans associated with their position description. This plan will be reviewed by the Executive Director and amended as necessary. At the time of the performance appraisal, the employer and employee will review the objectives and the results achieved. Throughout the year, the employee and employer may refer to this document to track progress made toward objectives, highlight areas of concern and indicate challenges identified along the way.

Performance reviews, for all employees, will occur near the end of November, and annually thereafter. Employees should prepare for this meeting by preparing a draft workplan for the coming year. This meeting is to review successes and challenges from the preceding year, and to establish the objectives for the coming year. This would also be the opportunity for either party to identify and recommend professional development opportunities which may assist the employee in their day to day work or to grow within the organization. Once complete, both parties shall sign off on the final document and it shall be added to the employee's personnel file.

4.4.11 Discipline

Discipline for staff, interns and volunteers at Student Energy shall be progressive, depending on the nature of the problem. Its purpose is to identify unsatisfactory performance and / or unacceptable behaviour. The stages may be:

1. Verbal reprimand
2. Written reprimand
3. Dismissal

Some circumstances may be serious enough that all three steps are not used. Some examples of these types of situations are theft, assault or willful neglect of duty. In all cases, documentation should be included in the employee's personnel file. Immediate dismissal must be approved by the Student Energy Board of Directors.

4.4.11.1 Progressive Dismissal

The intention of progressive dismissal is to provide for improvement/change in behaviour while still protecting the safety, well-being and good will of our stakeholders, staff and the agency as a whole. Appropriate reasons for termination include:

- Unsuccessful Probation: if a staff member does not satisfactorily complete the probation period customary at the beginning of the assignment period.
- Disciplinary Action: for serious breaches of policy, theft, persistent absenteeism, improper use of equipment (such as downloading offensive material from the Internet).
- Performance or behaviour threatens to interfere with the organization's mission, goals or safe environment.

Unacceptable behavior or performance examples for which disciplinary action might be taken may include but are not limited to:

1. falsification of personal information;
2. inefficiency, incompetence, or negligence in the performance of duties;
3. careless, negligent, or improper use of organization's property, facilities, or equipment;
4. discourteous treatment of the other volunteers, staff or stakeholders;
5. violation of rules, procedures, or regulations;
6. participation in any action that seriously disrupts or disturbs the morale, efficiency, safety or normal operation of the organization;
7. harassment of other volunteers, staff or donors;

4.4.11.2 Immediate Dismissal

Any behaviour or action which is detrimental to the health, safety or reputation of the organization's personnel, stakeholders or the organization itself is just cause for immediate dismissal. Other causes include but are not limited to:

- a. Abuse;
- b. Immoral or indecent conduct while on duty;
- c. Criminal actions (including theft and assault)
- d. Conviction of a felony or of a crime which is related to the volunteer duties or undermines the public trust;
- e. Willful acts that would endanger the lives and property of others including unauthorized use, removal or destruction of property;
- f. Possession of unauthorized firearms or lethal weapons while on premises;
- g. Impaired performance as a result of the use of alcohol or drugs; illegal use of drugs; possession of or use of alcohol or illegal drugs;
- h. Dissemination of information that is allowed by statute to be confidential;
- i. Deliberate violation of instruction (insubordination)

4.4.12 Hours of Work

The regular office hours for Student Energy are 9 a.m. to 5 p.m. Monday through

Friday inclusive (excluding holidays). During core hours, it is expected that most staff will be available. Given the remote and often demanding nature of Student Energy's work exceptions to work hours are permitted so long as they are approved by the Executive Director.

All employees are expected to work 8 hours per day, which include those hours indicated as core, exclusive of an unpaid eating break of at least thirty (30) minutes. Employees may also be expected to work such other hours as may be requested or required, from time to time. Employees hired on a part time basis will have schedules determined on a case-by-case basis.

Employees are required to notify their supervisor, in advance, of planned days away from the office. Unplanned absences from the office should be reported to the employee's supervisor as soon as could reasonably be expected. At the discretion of the Executive Director, depending on circumstances, employees may be allowed to work from home for specific periods of time.

4.4.13 Overtime

All overtime must be authorized by the Executive Director in advance of being worked. Employees will be provided with time off in lieu of overtime pay at straight time for all hours worked between forty (40) and forty-four (44) hours per week. After forty-four (44) hours worked in a week, employees shall accumulate time off in lieu of overtime pay at the rate of time and one-half (1.5) the regular non-overtime rate of pay. Time in lieu of overtime pay must be taken in the twelve (12) months following it being earned and it must be scheduled with the agreement of the Employer based on its operational requirements. Overtime, taken in lieu, should be used in ½ day increments. Pursuant to regulation, employees in a Managerial or Supervisory roles are exempt from the overtime provisions of the Employment Standards Code.

Business travel for conferences, meetings, etc, which cause an employee to depart or arrive home on a non work day does not constitute overtime. If travel is part of the employee's job, or could be reasonably expected to occur in the course of performing one's duties, it is merely an inconvenience. Some travel, which may be exceptional to the employee's normal duties, may qualify as overtime at the discretion of the Executive Director.

4.4.14 Departure

4.4.14.1 Termination for Cause

An Employment Contract may be terminated by the Employer at any time for cause, without notice or payment in lieu of notice or severance pay whatsoever, except payment of outstanding wages, overtime and vacation pay to the date of

termination. Cause includes, but is not limited to, any act of dishonesty, conflict of interest, breach of confidentiality, harassment, insubordination, or careless, negligent or documented poor work performance.

4.4.14.2 Termination Without Cause

An Employment Contract may be terminated by the Employer at any time and for any reason on a without cause basis, upon the provision of notice or payment of notice instead, and severance pay if applicable, as is minimally required by the ESC, as amended from time to time. In addition to notice, and pursuant to the ESC, the employee shall be entitled to an additional one (1) week's notice or payment in lieu of notice for every year of completed service (severance pay) with the Employer to a maximum of sixteen (16) weeks' notice inclusive of the notice requirements under the ESA. The notice as described in this paragraph is inclusive of all statutory and common law entitlements to notice or payment in lieu of notice. Upon satisfaction of the requirements under this paragraph, the Employer shall have satisfied any and all obligations to the employee, whether under the ESA, as amended, or at common law. The notice requirement contained in this clause constitutes a material inducement to the Employer to enter this agreement.

4.4.13.3 Resignation

After completion of the first ninety (90) days of the probationary period, employees must give the Employer two (2) weeks' notice of resignation. The Employer may waive the resignation notice period in whole or in part at any time by providing payment of regular wages for the period so waived.

4.4.14.4 Layoff

Operation requirements are subject to change based on workload and the funding levels received on an annual basis. All efforts will be made to keep staff in a position similar, in scope and salary, to that they have become accustomed to. If the organization is unable to do this, then employees will receive one (1) week notice for each year of service, as required by the Alberta Labour Code. For employees who have a minimum of six years of service, this amount will be augmented by one (1) week of severance pay (or equivalent notice) for each year of service.

4.4.14.5 Employer Property

Upon termination of employment for any reason, all items of any kind created or used shall be surrendered to the Executive Director, in good condition, promptly and without being requested to do so. This includes removing permissions from Student Energy's file sharing system.

A group of diverse people, including men and women of various ethnicities, are smiling and posing for a photo. They are wearing casual to semi-formal attire. The background is slightly blurred, showing what appears to be an indoor setting with large windows or glass partitions.

4.4.15 Time Away from Work

4.4.15.1 Vacation Time and Vacation Pay

Vacation is provided to staff on a case-by-case basis and is specified in the employment contract. Vacation accrues 1/12 of annual vacation time per month and may be taken as such.

As vacation is designed to give employees a chance to rest and rejuvenate, taking vacation is encouraged by the employer. For this reason, employees may only carry five (5) days from one year to the next. These days should be used during the first 90 days of the new year.

4.4.15.2 Sick Leave

Staff will be entitled to twelve (12) days of sick leave per calendar year accumulated on the basis of 1 day per month. Sick Leave has no cash value. Staff may not use more than they have accumulated, without the express written permission of the Executive Director. Staff working less than full time will have their rate of accumulation adjusted accordingly.

Sick leave can be used for personal illness, personal medical appointments, and visits to specialists.

The Employer reserves the right to request information with respect to limitations, restrictions, prognosis in such manner as it deems necessary in the circumstances with respect to any request for paid or unpaid sick leave. The employer also reserves the right to request a doctor's note for absences of three (3) days or longer.

4.4.15.3 Compassionate Leave

Student Energy will grant up to three (3) working days per event on the occasion of a death in the staff member's immediate family. Immediate family is defined as: parent(s), step parent(s), foster parent(s), sibling(s), grandparent(s), spouse (including common law a/o same sex partner), step child(ren) or ward of the staff member, father-in-law or mother-in-law (including parent of same sex partner).

Additional compassionate leave may be granted at the discretion of the Executive Director and/or the Board of Directors for reasons not covered elsewhere in this manual. These requests should be discussed in person with the ED and followed by a written submission (email qualifies).

4.4.15.4 Jury Duty

Staff will be allowed up to two (2) weeks paid time off for jury duty. After that, employees will be asked to continue jury duty without pay. Any compensation, covering the first two (2) weeks, received from the court system shall be surrendered to the Organization. A copy of the notice to serve should be provided for inclusion in the employee's personnel file.

4.4.15.5 Maternity, Parental and Adoptive Leave

Maternity/Parental/Adoptive and other government supported Leave shall conform to the provisions of the Employment Standards Code. The full period of the leave is granted without pay. Student Energy will issue a Record of Employment on commencement of leave, which allows the employees to make claim for Employment Insurance Benefits. When the employee returns to work, employment is guaranteed in a similar position at the same salary level. During the full period of leave, vacation and sick leave shall continue to accumulate. Every attempt will be made to return employees to a position of equal responsibility on return from leave status, however, no guarantees exists that the exact position left will be available on return.

4.4.15.6 Unpaid Leave

Staff may take unpaid leave with the written consent of the Executive Director. Every attempt will be made to return employees to a position of equal responsibility on return from leave status, however, no guarantees exists that the exact position left will be available on return.

4.4.16 Benefits

Employee Benefits are available to you and to your eligible dependents subject to the waiting periods and other terms and conditions set out in the plans and documents that govern the Employee Benefits. Any issues with respect to entitlement or payment of benefits will be governed by the terms of the plans and documents that establish the benefit(s) in issue. SE reserves the unilateral right to revise the terms of the Employee Benefits or to eliminate any Employee Benefits altogether. You agree that such alteration will not constitute a breach of the terms of your employment. Other benefits such as parking and cell phone allowance may be specified in employment contracts depending on the level of the position.

4.4.17 Professional Development

At the discretion of the Executive Director, employees may be able to attend conferences, courses, seminars and meetings, identified through annual workplans and performance reviews, which may be beneficial to the employee's professional

development. If these opportunities are directly related to the employee's position, or are suggested by the Executive Director, then Student Energy will cover the cost of registration, course materials and some travel expenses as determined by the Executive Director.

4.4.18 Confidential Information

From time to time, employees of Student Energy may come into contact with confidential information, including but not limited to information about Student Energy's members, suppliers, finances and business plans. Employees are required to keep any such matters that may be disclosed to them or learned by them confidential.

Furthermore, any such confidential information, obtained through employment with Student Energy, must not be used by an employee for personal gain or to further an outside enterprise.

4.4.19 Intellectual Property

Any intellectual property, such as trademarks, copyrights and patents, and any work created by an employee in the course of employment at Student Energy shall be the property of Student Energy and the employee is deemed to have waived all rights in favour of Student Energy. Work, for the purpose of this policy refers to written, creative or media work. All source material used in presentation or written documents must be acknowledged.

4.4.20 IT Information Storage and Security

Staff acknowledge that any file systems (like Dropbox) and their contents are the property of Student Energy and will not copy or utilize their contents for purposes outside of official organizational business.

4.4.21 Health and Safety

Student Energy, along with its employees, must take reasonable precautions to ensure that the workplace is safe. The organization complies with all requirements for creating a healthy and safe workplace in accordance with the Occupational Health and Safety Act of Alberta.

4.4.21.1 Alcohol and Drugs

Alcohol consumption or illegal drug use is not permitted during work hours on the premises. From time to time, with the Executive Director's permission, alcohol may be used to celebrate an occasion/event.

4.4.21.2 Smoke Free Environment

Smoking in the offices of Student Energy is not permitted at any time. An 'enclosed workplace' is defined as the inside of any place, building or structure or conveyance or a part of any of them that a) is covered by a roof or b) employees work in or frequent during the course of their employment whether or not they are acting in the course of their employment at the time, and c) is not primarily a private dwelling

4.4.22 Harassment

Student Energy wants to provide a harassment-free environment for its employees and volunteers. Mutual respect, along with cooperation and understanding, must be the basis of interaction between members and staff. Student Energy will neither tolerate nor condone behaviour that is likely to undermine the dignity or self-esteem of an individual, or create an intimidating, hostile or offensive environment.

There are several forms of harassment but all can be defined as any unwelcome action by any person, whether verbal or physical, on a single or repeated basis, which humiliates insults or degrades. "Unwelcome", for the purposes of this policy, refers to any action which the harasser knows or ought to reasonably know is not desired by the victim of the harassment.

Specifically, racial harassment is defined as any unwelcome comments, racist statements, slurs, jokes, graffiti or literature or pictures and posters which may intentionally or unintentionally offend another person.

Sexual harassment is any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.

4.4.23 Workplace Violence

Workplace violence can be defined as a threat or an act of aggression resulting in physical or psychological damage, pain or injury to a worker, which arises during the course of work. Further to the definition of violence, is the definition of abuse. Abuse can be verbal, psychological or sexual in nature. Verbal abuse is the use of unwelcome, embarrassing, offensive, threatening or degrading comments.

Psychological abuse is an act which provokes fear or diminishes a person's dignity or self-esteem. Finally, sexual abuse is any unwelcome verbal or physical advance or sexually explicit statement.

Student Energy has a zero tolerance limit with regards to harassment and violence. Employees or volunteers engaging in either harassing or violent activities will be subject to discipline, which may include termination of employment, removal from Boards or committees and possibly criminal charges.

4.4.24 Dispute Resolution

Regrettably, conflict can occur in any working environment. In an effort to resolve conflict in an expedient, yet fair manner, Student Energy recommends the following process for conflict or dispute resolution.

- Speak to the person you are having the dispute with. Many times disputes arise due to misunderstandings and miscommunications.
- If speaking to the individual does not work, speak to the Executive Director. The ED will arrange a meeting between those involved in the dispute, to determine a resolution.
 - If the conflict exists with the Executive Director, and the employee is not comfortable raising it with the ED they may contact Janice Tran (jttran@studentenergy.org) the designated HR rep for Student Energy's Board of Directors.
- If the ED is unable to resolve a workplace dispute, the parties must speak to the Chair of Student Energy's board who will do their best to resolve the situation but may be referred to mediation by an outside third party. The resolution of the mediator is binding on both parties of the dispute.

4.5 Privacy

4.5.1 Personal Information Protection

Student Energy is committed to safeguarding the personal information entrusted to us by our users. This privacy statement outlines the practices we follow in protecting personal information.

This privacy statement applies to Student Energy and to any person providing services on our behalf. A copy of this privacy statement is provided to any user on request.

4.5.2 Definition of Personal Information

Personal information means information about an identifiable individual. This may include an individual's name, home address and phone number, age, sex, marital or family status, an identifying number, financial information, educational history, etc.

4.5.3 Collection of Personal Information

Student Energy collects only personal information needed for the purposes of providing services to our stakeholders, including personal information needed to:

- deliver requested products and services; and
- enroll a user in a Student Energy activity

The organization normally collects user information directly from users but may collect information from other persons with consent or as authorized by law.

Student Energy informs users, before or at the time of collecting personal information, of the purposes for which we are collecting the information. The only time notification is not provided is when a user volunteers information for an obvious purpose (for example, producing a credit card to pay a membership fee in which case, the information will be used only for the specific purpose for which it was provided).

4.5.4 Safeguard of Personal Information

Student Energy makes every reasonable effort to ensure that personal information is accurate and complete. We rely on individuals to notify us if there is a change in their personal information that may affect their relationship with our organization. Student Energy will update errors in information about users when notified by the user about the discrepancy. In some cases, we may make a written request for correction. The organization protects personal information in a manner appropriate to the sensitivity of the information. We make every reasonable effort to prevent any loss, misuse, disclosure or modification of personal information, as well as any unauthorized access to personal information.

We use appropriate security measures when destroying personal information, including shredding paper records and permanently deleting electronic records.

4.5.5 Third Parties

Student Energy does not sell or rent personal information to third parties for marketing purposes.

5.1 Political Advocacy

Student Energy does not engage in political advocacy as defined by the CRA as:

- Explicitly communicating a call to political action (i.e., encouraging the public to contact an elected representative or public official and urging them to retain, oppose, or change the law, policy, or decision of any level of government in Canada or a foreign country).
- Explicitly communicating to the public that the law, policy, or decision of any level of government in Canada or a foreign country should be retained (if the retention of the law, policy or decision is being reconsidered by a government), opposed, or changed.
- Explicitly indicating in its materials (whether internal or external) that the intention of the activity is to incite, or organize to put pressure on, an elected representative or public official to retain, oppose, or change the law, policy, or decision of any level of government in Canada or a foreign country.

In carrying out the mandate of the organization, Student Energy does engage with government and with public officials. This communication is limited to the following:

- Public awareness campaigns to help the public to make informed decisions related to the work of the organization with information that is connected to the purpose of the organization and is not primarily emotive.
- Communication, whether invited or not, that occurs with an elected representative or public official related to issues that are connected to a Student Energy's purpose, is well-reasoned and does not contain any information the charity knows or ought to know is false, inaccurate or misleading.

