

# Code of Conduct

This Code of Conduct is for the benefit and protection of volunteer mentors and mentee clients. This Code of Conduct applies to all TRIEC Mentoring Partnership volunteer mentors and mentee clients, regardless of location.

As a TRIEC Mentoring Partnership mentor or mentee, I understand and agree that:

## **Agreement Regarding Avoidance of Harassment, Discrimination and Violence**

TRIEC Mentoring Partnership staff, mentors and mentees have the right to be free from harassment, discrimination and workplace violence in any and all activities relating to TRIEC Mentoring Partnership. Discrimination, harassment and workplace violence are defined as follows:

**Discrimination:** means any form of unequal treatment based on the Ontario Human Rights Code, whether imposing extra burdens or denying benefits. It may be intentional or unintentional. It may involve direct actions that are discriminatory on their face, or it may involve rules, practices or procedures that appear neutral, but disadvantage certain groups of people. Discrimination may take obvious forms, or it may happen in very subtle ways. Even if there are many factors affecting a decision or action, if discrimination is one factor that is a violation of this agreement.

**Harassment:** means a course of comments or actions that are known, or ought reasonably to be known, to be unwelcome. It can involve words or actions that are known or should be known to be offensive, embarrassing, humiliating, demeaning or unwelcome, based on a ground of discrimination identified by this policy. Harassment can occur based on any of the grounds of discrimination.

## **Examples of harassment include:**

- Epithets, remarks, jokes or innuendos related to a person's race, gender identity, gender expression, sex, disability, sexual orientation, creed, age, religion, or any other ground
- Posting or circulating offensive pictures, graffiti or materials, whether in print form or via e-mail or other electronic means
- Singling out a person for humiliating or demeaning "teasing" or jokes because they are a member of a Code-protected group
- Comments ridiculing a person because of characteristics that are related to a ground of discrimination. For example, this could include comments about a person's dress, speech or other practices that may be related to their sex, race, gender identity or creed or religion.

If a person does not explicitly object to harassing behaviour, or appears to be going along with it, this does not mean that the behaviour is okay. The behaviour could still be considered harassment under the Code.

**Sexual and gender-based harassment: sexual harassment is a form of harassment that can include:**

- Gender-related comments about a person's physical characteristics or mannerisms
- Paternalism based on gender which a person feels undermines his or her self-respect or position of responsibility
- Unwelcome physical contact
- Suggestive or offensive remarks or innuendoes about members of a specific gender
- Propositions of physical intimacy
- Gender-related verbal abuse, threats or taunting
- Leering or inappropriate staring
- Bragging about sexual prowess or questions or discussions about sexual activities
- Offensive jokes or comments of a sexual nature about an employee or client
- Rough and vulgar humour or language related to gender
- Display of sexually offensive pictures, graffiti or other materials including through electronic means
- Demands for dates or sexual favours.

**Sexual Solicitation:** sexual solicitations or advances by any person who is in a position to grant or deny a benefit to the recipient of the solicitation or advance. This includes managers and supervisors, as well as co-workers where one person is in a position to grant or deny a benefit to the other. Reprisals for rejecting such advances or solicitations are also not allowed.–

**Poisoned environment:** a poisoned environment is created by comments or conduct (including comments or conduct that are condoned or allowed to continue when brought to the attention of management) that create a discriminatory work environment. The comments or conduct need not be directed at a specific person, and may be from any person, regardless of position or status. A single comment or action, if sufficiently serious, may create a poisoned environment.

**Workplace violence:** any actual, attempted or threatened exercise of physical force against a worker in a workplace that could cause physical harm, or where it is reasonable for a worker to interpret a threat.

**Examples of workplace violence can include:**

- physical attacks, such as hitting, shoving, pushing, kicking and biting
- threatening behaviour, such as shaking fists, destroying property or throwing things
- verbal or written threats, such as a threatening phone call to a worker's home, or any expression of intent that could reasonably be interpreted as potential for physical harm

TRIEC will not tolerate any form of harassment, discrimination or violence by or against any staff member, mentor or mentee. If a mentor or a mentee engages in behaviour that is deemed to be harassment, discrimination or violence, TRIEC Mentoring Partnership may, in its sole discretion, reject my application or immediately remove me from TRIEC Mentoring Partnership.

If you feel that anyone involved in TRIEC Mentoring Partnership is behaving towards you in a way not consistent with this policy, **please bring your concern to the attention of TRIEC Mentoring Partnership Staff at TRIEC.**

I understand and agree with the terms of the Agreement Regarding Avoidance of Harassment, Discrimination and Violence. I also understand and agree that my participation in TRIEC Mentoring Partnership is conditional upon my ongoing compliance with the above.

Confidentiality of Business and Personal Information Agreement

**Confidentiality of Business and Personal Information**

Mentors and mentees agree to maintain strict confidentiality over information gained in their respective roles with TRIEC Mentoring Partnership at all times. Mentors and mentees agree that all matters discussed or issues addressed in the mentorship relationship will be kept confidential, unless otherwise agreed by both the mentor and mentee.

Mentors may be told confidential information about their mentee in order to best support them in the program. Mentors are required to keep the confidentiality of their mentees, except when the law dictates otherwise, being mindful of inadvertent ways in which it is possible to breach such confidentiality. Mentors may not discuss information about their mentees or use their name when not speaking directly with a TRIEC Mentoring Partnership staff member or another mentor. Information may not be discussed when in a public space where other individuals may overhear.

Mentors and mentees agree to keep confidential any confidential business information disclosed to each other during their participation in the mentoring partnership. For the purposes of this agreement, “confidential business information” is defined as business information not generally known to the public or which is the property of the mentor or his or her business or employer.

A breach in confidentiality by a mentor or mentee may result in his or her removal from TRIEC Mentoring Partnership in TRIEC Mentoring Partnership’s sole discretion.

I understand and agree with the terms of the Confidentiality of Business and Personal Information Agreement. I also understand and agree that my participation in TRIEC Mentoring Partnership is conditional upon my ongoing compliance with the above.

#### Conflict of Interest Agreement

##### **Conflict of Interest**

Mentors and mentees agree to disclose to each other and to TRIEC Mentoring Partnership any conflict of interest or potential conflict of interest relating to the mentoring relationship. Conflicts of interest may fall into the following categories:

##### Conflict of Interest: Accepting Gifts/Giving Gifts

- Mentors may not receive or give gifts from mentees that exceed \$50.00 in aggregate on an annual basis.

##### Conflict of Interest: Intimate Involvement with Mentees and their Families

- Unless a prior relationship exists, mentors may not be involved in an intimate relationship with mentees or mentees’ family members. If a prior relationship exists, such relationship must be declared to TRIEC Mentoring Partnership and may affect eligibility to be involved with TRIEC Mentoring Partnership.
- Mentors that are related to TRIEC Mentoring Partnership staff may not be directly supervised by a family member.

##### Conflict of Interest: Personal Gain

- Mentors may not work for wages or in any professional capacity for TRIEC Mentoring Partnership or their families, nor appear to be using their position to further personal monetary gain.

- Mentors may not engage in any activities with mentees or mentees' family members that would result in personal gain (e.g. selling products or services) for the mentor or for any member of their family.
- If a mentor is asked to act as a professional or to work for wages by a mentee, he/she is to politely refuse and report the request to TRIEC Mentoring Partnership staff.
- Mentees must not conduct any business or enter into an employment relationship with their mentor, either directly or indirectly, except with the express prior consent of TRIEC Mentoring Partnership.

TRIEC Mentoring Partnership has the right, in its discretion, to terminate any mentoring relationship in which there is a conflict of interest.

I understand and agree with the terms of the Conflict of Interest Agreement. I also understand and agree that my participation in TRIEC Mentoring Partnership is conditional upon my ongoing compliance with the above.

#### Consent to the collection, use and disclosure of personal information

TRIEC Mentoring Partnership is a program of the Toronto Region Immigrant Employment Council (TRIEC) and is delivered in partnership with service delivery partners.

The personal information collected by TRIEC Mentoring Partnership is collected only for the purposes of effective delivery of the program and will not be shared for any other purpose, except as required by law. Information is collected for the purposes of: determining program eligibility; matching mentors and mentees; statistical reporting; outcomes follow up and evaluation; and reporting to program funders. Information may be shared with program delivery partners, government funding partners, or employer partners to ensure effective program delivery.

TRIEC and its service delivery partners are committed to protecting the privacy of your personal information. All information provided will be held in confidence and will be protected in a manner that satisfies the requirements of applicable legislation. Your personal information will be retained in a secure manner. TRIEC and its service delivery partners will take all measures reasonably necessary for the protection of your personal information against loss, theft as well as unauthorized access, use, modification, release or disclosure. Your information will be shared with authorized TRIEC members and its service delivery partners only for the purposes listed in the paragraph above.

In order to efficiently provide the TRIEC Mentoring Partnership program, TRIEC requires accurate and up-to-date information of its members. You agree to contact TRIEC should your information change or require updating.

To learn more about TRIEC's privacy practices visit: <https://TRIEC.ca/privacy-policy/>

I understand and agree with the terms of the Consent to the collection, use and disclosure of personal information agreement. I hereby consent to the collection, use and disclosure of my personal information for the purposes stated above.