

# **0941176 B.C. LTD (Canada) Employee Handbook**

Effective as of September 2015

Updated May 2, 2018

## **Introduction**

Welcome to 0941176 B.C. LTD, a wholly owned subsidiary of Creative Commons! We are pleased you have joined our team. This handbook will familiarize you with our policies and procedures that apply to your work for us (the “Employer”), including when we perform work for our parent company, Creative Commons (sometimes referred to as CC).

Please read it immediately, as compliance with its policies is a condition of your employment. The policies stated in this handbook may be subject to change from time to time at the sole discretion of the Employer and/or CC. If you have any questions, contact your manager or [hr@creativecommons.org](mailto:hr@creativecommons.org).

## **Our Employee Relations Philosophy**

We strive to provide a comfortable and progressive work environment. Most importantly, we have a work environment where communication is open, and problems can be discussed and resolved in a mutually respectful atmosphere. If you have a problem, question, or complaint, we encourage you to speak with your manager. If you still have questions after speaking with your manager or if you are not comfortable doing so, please contact [hr@creativecommons.org](mailto:hr@creativecommons.org). We believe your concerns are best addressed through direct and open communication.

## **Harassment Prevention Policy**

Within your first month as an employee of Creative Commons, you will be required to successfully complete sexual harassment training via an online course. Thereafter, on an annual basis, you will be required to renew the training. CC will set this up for you.

We are committed to providing a work environment free from harassment, which includes, but is not limited to, sexual harassment or harassment on the basis of race, religious creed, color, national origin or ancestry, gender identity, physical or mental disability, marital status, family status, age, sex, sexual orientation, or any other prohibited ground of discrimination as defined by applicable law.

“Bullying and harassment” includes any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated, but excludes any reasonable action taken by an employer or supervisor

relating to the management and direction of workers or the place of employment.

Workplace bullying and harassment means engaging in a course of vexatious comment or conduct against a worker in a workplace – a comment or conduct that is known or ought reasonably to be known to be unwelcome. We prohibit bullying and harassment that includes, but is not limited to, the following behavior:

- Verbal or written conduct such as epithets, derogatory jokes or comments, slurs or sexual advances, invitations or comments;
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, email or gestures;
- Physical conduct such as assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race, or any other protected status; and
- Threats or demands to submit to sexual requests as a condition of continued employment or to avoid some other loss, and offers of employment benefits in return for sexual favors.

If you believe you have been subject to any form of harassment prohibited by this policy, you should report it immediately to the General Counsel or [hr@creativecommons.org](mailto:hr@creativecommons.org). CC will investigate every reported incident in a fair, timely and in as discreet a manner as is possible under the circumstances. After the investigation, any necessary corrective action will be taken where determined to be appropriate. Any employee engaging in improper harassing behavior will be subject to disciplinary action, including the possible termination of employment. CC will not retaliate against you for reporting a violation, and we will not tolerate any retaliation by employees.

### **Employee Conduct**

We expect you to do your job in a professional manner, including extending common courtesy to co-workers and those with whom you engage as part of your job. Failure to act accordingly will result in disciplinary action up to and including immediate termination, with or without prior verbal or written warning. Examples of misconduct include, but are not limited to:

- Falsification of CC records, including your employment application, expense reports, or time records.
- Willful destruction, damage or theft of CC property or the property of CC employees.
- Insubordination and/or the refusal to perform your job.
- Acts or threats of violence or fighting.
- Excessive absenteeism or tardiness without the prior approval of management

The above examples are not meant to be exhaustive.

## **Non-Solicitation and Distribution**

Because we want to minimize work interruptions, solicitation by one employee of another is prohibited if either employee is on work time or if it interrupts others who are supposed to be working. Solicitation includes such activities as requests for signatures on petitions, contributions for charities, support of political or other outside activities, merchandise purchases and requests for donations.

Using our stationery, supplies, social media tools or equipment for purposes other than legitimate CC business, such as unauthorized or impermissible solicitation or distribution, is also prohibited.

## **Conflicts of Interest**

CC's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, you must never use your position for private gain, to advance personal interests, or to obtain favors or benefits for yourself, your family members or any other individuals, corporations, or business entities.

Creative Commons is committed to complying with both the letter and spirit of all applicable laws. You should conduct your personal affairs in a manner that does not jeopardize your duties and responsibilities to CC and that does not create legal questions with respect to your association or work with CC.

Additional details are set forth in the Creative Commons [Codes of Conduct](#) for employees, which you should review carefully. You are expected to strictly comply with those Codes at all times including, among other things, completing conflicts of interest disclosure forms as may be requested by CC counsel. CC reserves the right to revise the terms of those Codes at any time and will notify you of any such revisions. You will be asked annually to reconfirm your understanding and agreement to the Codes.

## **Use of Blogs and Social Media**

The Employer welcomes its employees' use of online blogging and social media tools for professional and personal use. This policy describes the organization's guidelines for using those tools as they relate to your employment, the Employer and CC

## **Speak for yourself.**

Unless you are communicating on behalf of the Employer in the performance of your job, it is required that your communications clearly indicate that the views you are expressing are your personal view and do not necessarily reflect the view of the Employer or Creative Commons.

### **Be respectful.**

Treat others with courtesy and respect. Do not publish anything defamatory or abusive about the Employer or CC, or their activities, policies, or strategy, or toward employees or other colleagues in either organization.

### **Be professional.**

Remember that work conflicts are typically best resolved by speaking to your co-workers or other colleagues directly.

### **Respect confidentiality.**

Do not publish confidential information about the Employer or Creative Commons, and respect the privacy of your fellow employees and other colleagues.

### **Be productive.**

Social media can be a valuable professional resource, but it should not be used in a way that negatively affects your job productivity. It should not distract you from your regular job duties during regular business hours unless your duties include engaging on behalf of the Employer or CC on social media.

### **Use of Employer Equipment**

All computers, phones, desks, software, and other equipment made available to employees are property of the Employer and should be used and maintained with reasonable care. If any Employer equipment is lost or damaged, please notify [accounting@creativecommons.org](mailto:accounting@creativecommons.org) immediately.

Employer equipment should be used predominantly for business purposes. While incidental personal use is permitted, staff should keep personal use to a minimum and should limit the time spent on these activities to non-working hours whenever possible. Personal use should never result in any added expense for the Employer, and it should never impede your job productivity or that of other employees.

The Employer has the right to inspect and/or reclaim any Employer equipment at any time. When your employment with the Employer ends, you must return all Employer equipment in good repair. The Employer reserves the right to take any lawful action to recover or protect our property. Employees should not have an expectation of privacy with regard to any information, data or documents created or stored on Employer equipment.

### **Electronic Communications**

The email system is provided for and managed by Creative Commons. CC reserves and will exercise the right to review, audit, intercept, access and disclose all matters on its email system, at any time, with or

without employee notice. All emails and instant messages composed, sent, received, and/or stored on a CC email account are property of Creative Commons. Employees should use their CC email accounts for business purposes only and should not assume their communications are private or confidential.

### **Third Party Intellectual Property**

The Employer respects the intellectual property of others. You should follow all copyright and related laws when you create and consume content for work and as you otherwise perform your job. If you have any questions about whether use of any intellectual property is appropriate, please consult the General Counsel of Creative Commons before you proceed.

If you receive notice of a potential claim or otherwise become aware that the Employer or Creative Commons is potentially infringing a patent, notify the General Counsel of Creative Commons immediately.

If you receive a notice that there may be copyright infringing material on any website hosted or controlled by the Employer or Creative Commons, or find anything addressed to “DMCA Agent,” please immediately forward the complaint to [dmca@creativecommons.org](mailto:dmca@creativecommons.org), or send any hard copies to the DMCA Agent, who is currently Diane Peters, General Counsel of Creative Commons. Creative Commons will respond to the complaint according to its DMCA Notice and Takedown Procedure described in detail at <http://creativecommons.org/dmca>.

If you otherwise become aware of any potential liability for the Employer or Creative Commons based on the use or infringement of someone else’s intellectual property, please notify the General Counsel of Creative Commons immediately.

### **Use of Third Party Software**

The Employer purchases and provides its employees with certain proprietary software on a case-by-case basis. If you are granted access to any such software, you must respect the terms of the software license.

### **Confidentiality**

The Employer is committed to being a transparent organization. Nonetheless, the Employer does deal with certain categories of information that are confidential. If you have access to confidential information, whether learned during a staff or management meeting or otherwise, it is vital that you not disclose it to anyone outside the Employer or CC either during or after your employment. Upon termination, you must promptly return any such information to the Employer and must not keep copies, whether in document or electronic form, and must delete all confidential information from your personal electronic devices.

## **Agreements with Third Parties**

From time to time, the Employer or Creative Commons may have agreements with third parties (including governments) that impose obligations or restrictions on the Employer and/or CC regarding works made during the course of performing those agreements or regarding the confidential nature of such work. Employees are bound by all such restrictions and should take all appropriate action necessary to discharge the obligations under such agreements.

If you are asked to sign an agreement with a third party regarding ownership or use of work created in the course of your job (e.g., in connection with your presentation at a conference) or imposing confidentiality obligations on you, please notify the General Counsel of Creative Commons in advance.

## **Attendance**

All time off requests must be submitted to and approved by your supervisor, as far as possible in advance using the HR portal.

If you are absent for three days without notifying the Employer, you may be considered to have voluntarily resigned, and appropriate action will be taken which may include your immediate removal from payroll.

## **Expense Reimbursement**

Employees may, during the performance of their duties, incur reasonable expenses that will be reimbursed by the Employer. The following outlines the expense reimbursement requirements:

- 1) You should receive prior approval from your supervisor before incurring an expense.
- 2) You should try to incur the least amount of expense reasonably possible.
- 3) You should secure a receipt or other proof of payment that shows the vendor name, the date, the item purchased, and the price. Credit card statements are not sufficient.
- 4) In order to be reimbursed, you should submit an itemized expense report, original proof of payment, and written approval from your supervisor, all within 30 days of incurring an expense.

All expense reports should be submitted to [accounting@creativecommons.org](mailto:accounting@creativecommons.org).

## **Internet & Mobile Phone Expense Reimbursement**

Employees are expected to have a reliable Internet connection. You will be reimbursed \$40 for your monthly Internet service. Cost associated with setting up an Internet connection and network is not reimbursable.

Employees who are considered to be “on-call” will be permitted to expense their mobile phone up to \$75 by request of their manager and with CEO approval. “On call” employees are those that are

required to be accessible 24-7 for critical business needs.. If you are unsure if this applies to you, please consult your manager.

CC is a non-profit, so we request that employees judge what are business and what are personal expenses and expense accordingly.

Expenses should be filed monthly. Please don't wait to file.

### **Holidays**

The Employer observes the following statutory holidays in accordance with applicable law. At present, those consist the following:

New Year's Day  
Family Day  
Good Friday  
Victoria Day  
Canada Day  
B.C Day (BC only)  
Simcoe Day (ON only)  
Labour Day  
Thanksgiving Day  
Remembrance Day (BC only)  
Christmas Day  
Boxing Day (December 26, ON only)

The Employer also observes the following additional holidays:

Christmas Eve  
All normal work days, December 26 through New Year's Eve.

If you are required to work on a public holiday, you will be compensated as required by local law.

### **Vacation**

You are eligible for paid vacation. Vacation benefits begin to accrue during the first month of employment. You will earn 1.5 days of paid vacation for each full month of employment. This equates to eighteen (18) days (or 144 hours) of paid vacation annually.

You are responsible for taking vacation so that you never exceed an aggregate accrual of 1.58 times your current annual accrual. This means 228 hours in the first through third years of your service, and 304 hours beginning your fourth year of service and thereafter.

Reasonable efforts will be made to schedule vacations at a time and for a duration mutually acceptable by the employee and supervisor, in accordance with applicable law. Upon termination, employees will be paid for all accrued, unused vacation time.

### **Paid Sick Time**

The Employer has established a sick time policy to provide paid time off for illness or injury (including illness or injury of spouse, domestic partner, children, or parents), and doctor and dental visits, generally of short duration. You are eligible for 9 days of sick leave per year. Unused sick time may be carried forward each year to a maximum accrual of 12 working days (96 hours).

Management reserves the right to request a doctor's note to support an employee's absence from work for an illness. Upon termination, employees will not be paid for any accrued, unused sick time.

### **Leaves of Absence**

The Employer may grant leaves of absence to employees based on appropriate reasons. Employees who fail to report to work on the workday after the leave expires may be considered to have voluntarily terminated employment. All leaves of absence will be approved and administered by the Employer consistent with applicable law. For all leaves of absence, employees are expected to notify their supervisor three days prior to the expiration of the leave stating his or her intent to return or not to return upon the completion of the leave. Leaves of absence are provided in conjunction with any statutory entitlements provided by applicable law. Employees continue to receive existing health and other benefits during all approved leaves of absence. This includes dependent benefit coverage as long as the employee continues to pay her/his portion of the premium for such coverage.

### **Family Leave**

The Employer will provide paid Family Leave for the following reasons:

- to bond with the employee's new child or the new child of the employee's spouse or domestic partner;
- to bond with a child in connection with the adoption or foster care placement of the child with the employee or the employee's spouse or domestic partner; or
- to care for a seriously ill child, spouse, parent, or domestic partner.

The Employer will supplement the amounts provided by the applicable government such that an employee on Family Leave should receive 100% of his/her regular salary in accordance with the following:

- Employees who have served between 3 and 12 consecutive months of employment may be granted a paid leave of absence for up to 3 consecutive weeks.



- Employees who have served between 12 and 48 consecutive months of employment may be granted a paid leave of absence for up to 4 consecutive weeks.
- Employees who have served at least 48 consecutive months of employment may be granted a paid leave of absence for up to 6 consecutive weeks.

Employees must give written notice of their intent to take Family Leave and their anticipated date of return at least 30 days in advance (or as soon as possible in the case of emergency). Employees must send this information to their supervisor.

### **Bereavement Leave**

Bereavement Leave is a paid leave of absence that will be considered for regular full-time and regular part-time employees in the event of a death in the immediate family. Bereavement Leave may be approved for a maximum of three days.

### **Witness and Jury Duty Leaves**

Witness and Jury Duty leaves allow employees to fulfill their civic responsibilities by serving as jurors and subpoenaed witnesses up to three paid working days per calendar year. During that period employees will receive the difference between their regular base pay and any payment received for their court duties. Witness and Jury Duty Leave beyond three days will be unpaid, except as required by law. We expect you to return to your job if you are excused from jury duty during your regular working hours.

### **Time off for Duty as Volunteer Firefighter, Police, or Emergency Rescue**

Employees may take unpaid time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel.

### **Time Off for Voting**

The Employer strongly urges employees to vote in elections. Whenever possible, employees should vote before or after work. If you cannot vote before or after work in an election, you will be permitted to take time off work to vote in accordance with applicable law.

### **Personal Leave**

A Personal Leave is an approved unpaid leave of absence that does not fall into any of the above-specified categories. Employer will grant Personal Leave in accordance with applicable law.

### **Benefits Summary**

In addition to those mentioned in the Employee Policies, the Employer will provide the following benefits:

Subsidiary version, effective September 2015 (updated May 2, 2018)

- Extended Health and Dental Care insurance, which is provided as a package to individual employees.
- Dependent plan coverage is covered at 50%. Dependent care payments, if any, are deducted each payroll on a pre-tax basis.
- Our current health care provider in Canada is Manulife. Monthly premium rates quoted as of January 1st, 2012 and subject to revision based on actual enrollee start date and medical underwriting.
- A Vision Care benefit of \$300 every two years.
- Retirement plan via a Registered Retirement Savings Plan (RRSP) with an employer discretionary contribution of 5% of annual salary.
- Long Term Disability, Basic Life, Dependent Life, and Accidental Death and Dismemberment insurance.
- Laptop, printer.

### **Job environment**

Collaborative, community atmosphere grounded in an environment of mutual respect and trust. We are part of a diverse global community, representing multiple cultures, economic backgrounds, and areas of interest and expertise. Travel required (including international).

### **Career path**

Whenever possible, the company promotes from within; proven abilities often lead to growth in role and title.

### **ACKNOWLEDGMENT AND AGREEMENT**

I acknowledge that I have received a copy of the Creative Commons Employee Handbook. I understand that I am responsible for reading the Handbook and for complying with the policies set forth in it.

I further understand, however, that the policies contained in the Creative Commons Employee Handbook are guidelines only and are not intended to create any contractual rights or obligations, express or implied. I also understand that Creative Commons has the right to amend, interpret, modify, or delete any of the provisions of the Creative Commons Employee Handbook at any time in its sole discretion, with or without notice. Further, I understand that if I have any questions regarding any of Creative Commons' policies or procedures, I will ask Human Resources.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_