

Klahoose First Nation



Personnel Policy

Adopted: October 21, 2020

Amended:

Klahoose First Nation Personnel Policy

Purpose and Intent

Chief and Council and Klahoose First Nation Employees have a responsibility to manage the affairs of the Nation in a prudent manner for the benefit of all Klahoose First Nation Members. In carrying out this responsibility they must ensure that employees are managed in an intentional manner to ensure the effective and efficient delivery of programs and services, employees are treated in a fair and equitable manner, and that any legislative requirements relating to human resources are met.

This Manual contains the approved Personnel Policies for Klahoose First Nation. It is intended to be a useful management tool for both managers and employees in the day-to-day functioning of Klahoose First Nation business.

This Manual is distributed to each Klahoose First Nation employee. Distribution methods may include paper copy, virtual document, posting on a Klahoose First Nation website, or any other method approved by the Administrator. All managers and supervisors are responsible for implementing and administering these policies in a consistent and impartial manner. Each employee is required to abide by these Klahoose First Nation policies and procedures. All employees are expected to be familiar with the contents of this policy manual. Both managers and employees must sign the Declaration of Understanding (Appendix IX – Declaration of Understanding) stating that they have reviewed and understand the contents. This signed statement will be added to their personnel file.

Personnel Policies are subject to revision or modifications considering changing conditions, practices or experience. Policy amendments will be explained to those employees affected by the change and amended manuals will be distributed using methods approved by the Administrator. Klahoose First Nation will ensure that any amendments to this Manual are promptly updated. Employees are bound by the revised or new policies immediately upon distribution unless there has been a previous agreement between the employee and the employer.

In the event of conflict or inconsistency between this policy and an applicable law, the applicable law supersedes this policy to the extent of the conflict or inconsistency.

Retroactivity:

The provisions of these policies will not be applied retroactively.

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PART I: INTERPRETATION AND APPLICATION

1.0 Short Title

1.1 This document may be cited as the "Personnel Policy".

2.0 Definitions

2.1 In this Policy, the following definitions apply. The definitions included in the Klahoose First Nation Interpretation Policy and any updates of that Policy will be applied to this policy.

Administrator	The person appointed by, and responsible to Council, who is responsible for directing Klahoose First Nation's operations and is the Senior Klahoose First Nation employee
Alleged Perpetrator	A person who is the subject of a complaint under the Respectful Workplace Policy
Anniversary Date	The date on which Klahoose First Nation and the employee entered into a contract of employment, whether oral or written, and refers to the same date in each subsequent year, so long as the contract of employment continues
Casual Worker	Any person employed on a short-term basis to work on specific short-term or seasonal projects. Any employment term less than three months
Chief	The duly elected Chief of the Klahoose First Nation pursuant to the Indian Act
CLC / Canada Labour Code	The Canada Labour Code, R.S.C. 1985, c. L-2 and any subsequent amendments
Conflict of Interest	As defined in the Conflict of Interest Policy
Common-law Partner	A person who has been living in a conjugal relationship with another person (opposite or same sex) for at least one year, or who had been living with the individual for at least one year immediately before the individual's death
Complainant	A person who has made a complaint under the Respectful Workplace Policy
Council	The Chief and Councillors of Klahoose First Nation, or any successor government of the Klahoose First Nation
Council Member	A Member of the Klahoose First Nation Council (this includes Chief and Councillors)

Councillor	A duly elected Councillor of the Klahoose First Nation pursuant to the Indian Act
Council Meeting	A duly convened meeting of Council
Employee	A member of the management or staff that Klahoose First Nation has hired on a term or indefinite contract of services, whether oral or written, but does not include a casual worker.
Employee Financial Records	The confidential financial records of an employee necessary to process payroll and employee benefits, which are held by the Finance Department
Employee Personnel Records	The confidential personnel records of an employee, which are held by the Administrator
Election	Municipal elections, provincial elections, federal elections
Flexible Work Arrangement	Flexibility in the scheduling and number of hours worked and the place of work.
Full-time employee	An employee who normally works at least 32 hours per week on a regular basis
Health Care Practitioner	A person lawfully entitled, under the laws of a province, to provide health services in the place in which they provide those services
Immediate Family	The employees' spouse (including common-law and same sex spouse), parents, children, siblings, grandparents, grandchildren and includes in-law and step relationships, and any relative permanently residing in the employee's household or with whom the employee resides
Independent Contractor	Anyone or any business that provides a service or performs work for compensation that is not considered an employee by Revenue Canada or a contract employee by WorkSafeBC
Job Abandonment	If an employee is absent from work for three consecutive scheduled days, without notifying the employee's supervisor
Klahoose First Nation Elections	Klahoose First Nation elections, Klahoose First Nation referendums and any other elections designated by Council
Klahoose First Nation Website	The website located at klahoose.org
Letter of Appointment	A letter, signed by the Administrator, which sets out the employee's title, start date, end date if relevant, salary, and length of probationary period

Management	The Administrator and any individual appointed as manager. Managers are salaried employees.
Member	A person who is registered on the most recent Klahoose First Nation Registry List or who has been accepted by BCR to be on that list
Part-time Employee	Any employee who works less than 32 hours per week on a regular basis
Permanent Employee	A Klahoose First Nation employee whose appointment is on an ongoing basis, so long as the contract of employment continues
Program Manager	An employee in charge of a specific department or program of the Nation
Related Person	A spouse (including common law and same-sex spouses), parent, children, grandchildren, siblings, grandparents, first-generation aunt/uncle, first-generation niece/nephew, first cousin, in-laws, step-relationships, any person with whom the Employee or Council Member currently resides, or any controlled corporation
Salary Guidelines	The listing of salary information that has been established for each employee's position
Social Media	The communication channels, tools, and platforms used to create and publish content and interact socially online. Eg: forums, microblogging, social networking sites/apps, social bookmarking, social curation, wikis, etc.
Spouse	A person to whom the individual is married or with whom the individual has lived as a common-law partner for at least one (1) year in a marriage-like relationship or as defined in the Klahoose First Nation Interpretation Policy
Spyware	Software that allows unauthorized people potential access to Klahoose First Nation passwords and other confidential information.
Staff	All non-management Klahoose First Nation employees
Supervisor	For an employee, the Program Manager For the Program Managers, the Administrator For the Administrator, a quorum of Council
Term Employee	An employee hired by Klahoose First Nation for a specific period of time (the Term), usually no more than 12 months
Training	A conference, training course, training program, or other course or program relevant to an employee's position with Klahoose First Nation

Vacation Pay	The amount of vacation pay to which an employee is entitled, as set out in Part VII: Leave Management
Work Product	All research, information, data, documents, memoranda, and intellectual property prepared by an employee within the scope of his or her employment which belongs to the employer
Worker	All workers of the Klahoose First Nation, including all members of Council, officers and supervisors, and permanent, temporary, casual, contract, and student employees, and independent contractors.
Workplace Accommodation	Any change in the working environment that allows a person with limitations in their abilities to do their job. These can include changes to physical workspace, adaptations to the equipment or tools used, flexible work hours or job sharing, relocation of the workspace within the greater workplace, the ability to work from home, reallocation or exchange of some non-essential tasks for others, or time off for medical appointments. Accommodations can be temporary, periodic or long term, depending on the employee's medical condition.
Year of Employment	Period of 12 consecutive months beginning on the date that employment began or any subsequent anniversary date thereafter

3.0 Application

- 3.1 This Policy applies to all employees.
- 3.2 For greater clarity, except where specifically noted, this Policy does not apply to casual workers or to independent contractors.
- 3.3 Specific categories of employees may be specifically excluded from certain Parts of this Policy.
- 3.4 Words in the singular include the plural, and words in the plural include the singular.
- 3.5 Where a word is defined, other parts of speech and grammatical forms of the same word have corresponding meanings.
- 3.6 A reference to an enactment is a reference to that enactment as it is amended or replaced from time to time, and includes all regulations made under that enactment.

PART II: ORGANIZATIONAL STRUCTURE

4.0 Organizational Chart and Amendments

- 4.1 The organizational structure of Klahoose First Nation is outlined in the Organizational Chart (Appendix I – Organizational Chart).
- 4.2 The organizational structure of Klahoose First Nation may be amended, modified, or changed from time to time by the Administrator.

PART III: RECRUITMENT AND HIRING

5.0 Approval of New Positions

- 5.1 Before a new position can be posted,
- a. the relevant Program Manager shall confirm that there is adequate funding in the budget for the position and provide relevant information and rationale for the position to the Administrator
 - b. the Administrator shall evaluate the information and provide recommendations to Council regarding position, designation, and compensation and
 - c. Council must approve the position and authorize the position to be posted.

6.0 Preferential Hiring

- 6.1 Klahoose First Nation provides equal employment opportunities to all, regardless of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, political belief, creed, disability that does not prohibit performance of essential job functions or that cannot be accommodated, or conviction for which a pardon has been granted.
- 6.2 Notwithstanding section 6.1, where two or more applicants have comparable or equivalent skills and qualifications, preference will be given, in the following order, to:
- a. Klahoose First Nation Members with specific knowledge of and/or experience with Klahoose language, culture, history and customs
 - b. persons with specific knowledge of and/or experience with Klahoose language, culture, history and customs
 - c. Klahoose First Nation Members
 - d. persons of Aboriginal, Metis or Inuit ancestry and
 - e. all others.

7.0 Job Postings

- 7.1 Subject to sections 8.2, all permanent regular and part-time positions will be posted concurrently internally and externally for a minimum of ten days. Casual hires will follow the Casual Hire Policy.
- 7.2 All job postings will
- a. be displayed on Klahoose First Nation bulletin boards and on the Klahoose First Nation website for ten days
 - b. be advertised in appropriate media
 - c. comply with this Policy
 - d. include: required qualifications, job duties, date of posting, application deadlines, anticipated interview date(s), and any other relevant information as determined by the Administrator, or in the case of the Administrator, a quorum of Council, including whether a criminal record check is required.

8.0 Screening of Candidates

- 8.1 After a job posting has closed, the applicants will be screened as follows:
- a. the Program Manager and/or Administrator or, in the case of the Administrator, a quorum of Council, will screen each application to assess whether the applicant meets the minimum qualifications for the position as included in the posting and
 - b. the Administrator or, in the case of the Administrator, a quorum of Council, will review all applications from qualified candidates, and will:
 - i. select the candidate(s) to be interviewed or
 - ii. decide to repost if there are no qualified candidates.
- 8.2 The Administrator or, in the case of the Administrator, a quorum of Council, may decide to fill a term position of three months duration or less without going through the normal posting and selection process set out above. Casual Workers will be hired according to the Casual Hire Policy.

9.0 Conflict of Interest

- 9.1 If the Administrator, or in the case of the Administrator, a Council Member, is in a conflict of interest,
- a. that Administrator or Council Member will declare the conflict of interest
 - b. a quorum of Council will appoint a replacement for the Administrator during that portion of the hiring process and,
 - c. in the case of hiring the Administrator, a quorum of Council will participate in the hiring process.

10.0 Interviews

- 10.1 The Administrator will forward the shortlist to Council for information purposes.
- 10.2 The Administrator or, in the case of the Administrator, a quorum of Council, will develop a set of job-related questions for each position, which assess the candidates' experience, skill, and training (the "Interview Questions").
- 10.3 The Administrator or, in the case of the Administrator, a quorum of Council, will form an interview panel consisting of the Administrator, the supervisor for the position, and a Council Member. Or in the case of hiring the Administrator, a quorum of Council. The interview panel will ask each candidate all of the Interview Questions.
- 10.4 The Administrator, or in the case of the Administrator, a quorum of Council, may require the candidate to submit copies of relevant official school transcripts, certificates, diplomas, degrees, or examples of previous work product.
- 10.5 After interviewing all shortlisted candidates for a position, the interview panel will rank the candidates and recommend which candidate should be hired. The Administrator or, in the case of the Administrator, a quorum of Council will offer the position to the candidate deemed to be best for the position.

11.0 Conditions of Employment

- 11.1 Where relevant, the Administrator or, in the case of the Administrator, a quorum of Council, may require candidates who have successfully passed the interview stage to meet additional conditions of employment, including, but not limited to, the conditions of employment set out in this policy.
- 11.2 Where a position requires specific skills, the Administrator or, in the case of the Administrator, a quorum of Council, may require all candidates who passed the interview stage to demonstrate their skills by completing an exercise involving a job-related work sample, the results of which will be confidential.
- 11.3 If a position has specific physical demands, or if a candidate's ability to meet the physical demands of the position is reasonably in question, then the Administrator or in the case of the Administrator, a quorum of Council, may require the candidate to, at the candidate's expense, undergo a physical or medical evaluation, conducted by a qualified Health Care Practitioner.
- 11.4 If a position requires operation of Klahoose First Nation vehicles or equipment, the Administrator or, in the case of the Administrator, a quorum of Council, may require submission of a valid BC driver's license, drivers abstract, or appropriate equipment operations certificates.
- 11.5 If a position includes work with a high safety risk (e.g. heavy machinery, intensive driving work, etc.) the Administrator may require a drug test. Subsequent drug and alcohol testing may be required at the discretion of the Administrator or a quorum of Council following any major incident involving machinery or safety concerns.
- 11.6 A candidate will undergo and provide the Administrator or, in the case of the Administrator, a quorum of Council, with the results of a criminal record check. The candidate must also undergo a vulnerable sector check if the candidate is applying for a position that involves interaction with minors, elders, or another vulnerable population.
- 11.7 The Program Manager or Administrator or, in the case of the Administrator, a quorum of Council, will, as relevant
- a. review the candidate's criminal record check
 - b. verify all information related to the candidate's educational background
 - c. verify all employment information supplied by the candidate
 - d. contact the candidate's references and previous employers
 - e. review additional requirements (e.g. drivers license and abstract, drug test, etc.).
- 11.8 If a position requires the employee to maintain membership in a professional organization that guides professional conduct, standards, and ethics, Klahoose First Nation will pay the cost of the membership.
- 11.9 If, at any time, Klahoose First Nation learns that an employee provided false, or deliberately inaccurate or misleading information during the job application process, Klahoose First Nation may take immediate disciplinary action, up to and including termination.

Rehire of Former Employees

- 11.10 When an applicant has worked for Klahoose First Nation previously (including as a contractor or Council Member) they will, in addition to the regular recruitment process, undergo an additional screening process. The Administrator will review the applicant's personnel file to determine:
- Reasons for layoff, resignation or discharge
 - Whether proper notice was provided for a resignation
 - Whether all Klahoose First Nation property was returned
 - Job performance record as recorded in Employee Evaluations
 - If there are any personal suitability concerns including criminal, unethical or unprofessional behaviour. Appropriate recognition will be given to applicants that have attempted to make amends for previous improper behaviour.

The Interview Panel will be advised of the results of the above review.

- 11.11 If the applicant is the successful candidate, the Administrator, on the recommendation of the Interview Panel, will:
- Hire the applicant and consider it a clean start OR
 - Hire the applicant with a Conditional Letter of Offer
- 11.12 An applicant who has previously abandoned a position with Klahoose First Nation will not be eligible for rehire for a minimum of 1 year.
- 11.13 Procedure:
- The rehiring of a person who has been previously discharged from Klahoose First Nation employment will be screened prior to an interview by the Administrator in the following manner:
 - Consider the cause of termination and determine if the severity of the transgression or behaviour precludes rehire.
 - Review the documentation of the disciplinary action taken leading to the discharge to assess with the applicant, prior to interview, whether they have overcome the problem(s) that lead to the discharge and to determine if they are eligible for rehire according to the timeline indicated above for job abandonment.
 - Inform the Interview Panel of the results of steps i. and ii. above and make decision to interview or not.
 - The Conditional Letter of Offer will include:
 - Acknowledgement that a job offer is being made subject to conditions
 - Acknowledgement of the cause for previous discharge
 - Notification that Klahoose First Nation requires an acceptable standard of ethical and professional behaviour
 - Clear notification of the length and purpose of the Probationary Period as well as clarity on the function of Employee Evaluations
 - Acknowledgement that the applicant has agreed to these conditions as indicated by their signature on the letter of offer.

Casual Hire

- 11.14 Departments may hire a Casual Worker on a short-term basis to work on specific short-term or seasonal projects. Casual position terms must be less than three months.
- 11.15 A Casual Worker list will be maintained by the Administrator or designate.
- 11.16 Members or Community Members wishing to be considered for casual hire opportunities must fill out an application form which will be kept on file. A data base will be developed that records skills and interests.
- 11.17 Applicants for casual hire must be 15 years of age and have a valid Social Insurance Number. Applicants under 15 years of age must have a letter of consent from a parent or guardian and a valid Social Insurance Number.
- 11.18 Casual positions that continue for longer than 3 months will be filled according to the standard employee hiring process. Casual Workers that have been working in the position will be encouraged to apply.
- 11.19 Procedure:
- a. Departments that require casual hire assistance will submit a request to the Administrator or designate. Departments should give the Administrator as much notice as possible.
 - b. The Administrator will be guided in their selection by the skills required and the work history of individuals on the list. Work history includes work performance, attendance and failures to report. Departments must report problems with Casual Workers to the Administrator who may remove the individual's name from the list if there is sufficient cause.
 - c. If no one on the list is available or has the required skills; the Administrator will post the opportunity for 3 days and make a selection from resulting qualified applicants. If the casual hire assistance is required more immediately, the Administrator may post for a shorter time or hire directly. If no Member or Community Member is available, the Administrator may hire another person with the appropriate skills and availability.
 - d. The requesting Department is responsible for the administration of Casual Workers once the recruitment and placement is complete.
 - e. A standard casual labour pay schedule will be set by Council annually

PART IV: NEW EMPLOYEES

12.0 Letters of Appointment, Contracts and Orientation

- 12.1 Klahoose First Nation will provide all new employees, and all current Klahoose First Nation employees appointed to new positions, a letter of appointment and an employment contract signed by Council.
- 12.2 When an offer of employment is accepted, the Administrator or, in the case of the Administrator, a quorum of Council, will
- a. provide the employee with a copy of the Personnel Policy (subsequent updates will be provided on the Klahoose First Nation website)
 - b. inform the employee of the Klahoose First Nation benefits package and
 - c. advise the employee, in writing, about the specific terms and conditions of probationary employment, if relevant
- 12.3 During the first week of employment, the Administrator or, in the case of the Administrator, a quorum of Council, will
- a. ensure the employee signs for all Klahoose First Nation property issued to them, including but not limited to keys, cellphones, and tools and
 - b. provide, and request the employee to complete, all relevant forms, including the federal and provincial Personal Tax Credits Return TD1 forms, payroll deductions forms, authorization for payroll deductions, the Code of Conduct, the Oath of Confidentiality, the Declaration of Understanding, and the Conflict of Interest Disclosures (See Appendices).
- 12.4 The employee will review the Personnel Policy and sign the Declaration of Understanding and all relevant forms provided by the Administrator or Council.
- 12.5 An employee living in Klahoose First Nation housing will be required to authorize a payroll deduction for rent or other residential fees.
- 12.6 Employees will also be required to sign an authorization of up to 30% (as negotiated in any repayment agreement) to repay any other monies owed to Klahoose First Nation (see Appendix II – Authorization for Payroll Deductions).

13.0 Employee Records and Job Descriptions

- 13.1 The Administrator, or in the case of the Administrator, a quorum of Council, will create Employee Personnel Records for each employee, which can be accessed upon request and in the presence of the Administrator who will keep and maintain a record of all persons accessing the files.
- 13.2 Subject to section 15.1, an employee may access their own Employee Personnel and Financial Records and the Administrator may access all Employee Personnel and Financial Records.
- 13.3 The finance department will retain Employee Financial Records necessary for processing of employee payroll and benefits in a locked filing cabinet.
- 13.4 The Administrator will ensure that
- a. all Employee Personnel Records remain in the Administrator's office at all times

- b. Employee Personnel Records remain in a locked filing cabinet at all times except when they are being accessed in accordance with section 15.1 and
 - c. no document relating to an employee's performance is placed in the employee's Employee Personnel Records unless the employee has been provided with a chance to review that document.
- 13.5 The Administrator shall create, for all positions in the Klahoose First Nation administration, job descriptions that set out the
- a. name of the department and position within that department
 - b. salary guidelines
 - c. nature and scope of work, including regular duties
 - d. abilities, knowledge, educational background, training, licenses, certifications and skills required
 - e. hours of work and
 - f. reporting structure and Program Manager responsible for that position or department,
- and, from time to time, the job descriptions may be reviewed and revised by the Administrator.
- 13.6 The Administrator will provide copies of job descriptions to employee upon request.

14.0 Probationary Period

- 14.1 All new employees, except management-level employees, who are offered a new employment position, will be placed on a three-month probationary period.
- 14.2 All new management-level employees, including existing Klahoose First Nations employees, who are offered a new management-level position, will be placed on a six-month probationary period.
- 14.3 Subject to section 16.5, prior to an employee's completion of the probationary period:
- a. the employee's supervisor will evaluate the employee, using established evaluation forms and systems and review the evaluation with the employee;
 - b. both the employee and their supervisor will sign the evaluation; and
 - c. the employee's supervisor will provide the Administrator (or Council, as the case may be) with a recommendation as to whether the employee's appointment should be continued.
- 14.4 In the case of management-level employees, a review under section 16.3 may result in the supervisor's recommendation of an extension of the probationary period for a further three months, and if the probationary period of a management-level employee is extended under this section, the supervisor will inform the employee of areas where improvement is needed.
- 14.5 Notwithstanding section 16.3, Klahoose First Nation may terminate a probationary employee during the probationary period as follows:
- a. within the first three months (six months for managers) without cause and without notice
 - b. if a manager's probation is extended for a further three months as per 16.4, two weeks notice or pay in lieu of notice

PART V: WAGES, BENEFITS, AND EMPLOYEE EVALUATIONS

15.0 Determination of Wages and Raises

- 15.1 On an annual basis, Program Managers will meet with the Administrator to review employee wages or salaries and, to the extent possible, will ensure that they match the relevant standard wages or salaries listed in the salary guidelines (Appendix III – Salary Guidelines).
- 15.2 It is Klahoose First Nation's practice, as budgetary conditions permit, to award salary increases to deserving employees however, although every employee is eligible for consideration for a raise, raises are not automatic and must be supported by a budget and annual performance review.
- 15.3 At the completion of the probationary evaluation or annual performance review, the employee's supervisor may recommend, in writing, to the Administrator that an employee's salary or hourly wages be increased, based on some or all of the following factors:
 - a. successful completion of the probationary period, additional training or other predetermined factor
 - b. relative performance compared to employees in the same or similar positions
 - c. the employee's contributions to Klahoose First Nation
 - d. the employee's skills
 - e. job reclassification and
 - f. improvements in the employee's job performance.
- 15.4 Before a salary increase is implemented
 - a. the Administrator will ensure that the increase meets budgetary constraints
 - b. the increase must be approved by Council and
 - c. the Administrator will ensure that written notification of the raise is recorded in the Employee Records.

16.0 Benefits

- 16.1 After the completion of the probationary period, each employee who works a minimum of 20 hours per week is entitled to enroll in the Klahoose First Nation administration's pension and benefit package.
- 16.2 All eligible employees who have completed their probationary period must enroll in the following Klahoose First Nation health insurance programs:
- a. group life insurance
 - b. accidental death and dismemberment
 - c. dependent life (if applicable)
 - d. short term disability
 - e. long term disability and
 - f. employee assistance program.
- 16.3 All eligible employees who have completed their probationary period must enroll in the following Klahoose First Nation health insurance programs unless the employee requests otherwise and provides Klahoose First Nation with proof of coverage through another insurance:
- a. extended health care
 - b. vision care and,
 - c. dental.

17.0 Payroll Deductions

- 17.1 Klahoose First Nation will make all deductions required by law, Court Order, or any other legal requirements on payroll. Such deductions will include, but not be limited to, Federal Income Tax, Canada Pension Plan, Employment Insurance, negotiated housing payment or debt repayment, and wage garnishments.
- 17.2 If an employee's circumstances change in a way that will impact their income taxes, the employee must complete new federal and provincial Personal Tax Credits Return TDI forms and provide those forms to the finance department.
- 17.3 An employee may authorize Klahoose First Nation to take optional deductions from the employee's wages, including the employee portion of the group health insurance premiums and contributions to a personal pension plan.
- 17.4 On or before February 28th of each year, Klahoose First Nation will provide every employee with a T4 form for the preceding year.
- 17.5 If an employee believes that the deductions from the employee's wages are incorrect, or that there are errors on the T4 form, then the employee will notify the finance department.

18.0 Evaluations

- 18.1 The Administrator will ensure that each employee is evaluated by their supervisor within the probationary period and then annually.
- 18.2 Employee evaluations will be conducted using established evaluation systems and forms.

PART VI: HOURS OF WORK AND ATTENDANCE

19.0 Regular Hours of Operation

- 19.1 Regular administration office hours are Monday through Thursday, from 9:00 am to 5:00 pm.
- 19.2 The regular work week is 32-40 hours for full-time employees, with a paid one-hour lunch break at a time directed by their supervisor. Specific work hours will be outlined in the job description and letter of appointment or by the supervisor as required.
- 19.3 Additional unpaid breaks that are necessary for medical reasons or for nursing or to express breast milk must have prior approval but will be granted by the Administrator. The Administrator may require a certificate issued by a health care practitioner setting out the length and frequency of breaks needed for medical reasons.

20.0 Flexible Work Arrangements

- 20.1 Klahoose First Nation may permit employees to work flexible work hours with the approval of the Administrator or, in the case of the Administrator, a quorum of Council.
- 20.2 An employee with at least six (6) months continuous service with Klahoose First Nation, and whose work performance is at satisfactory level or higher, may request and be considered for a Flexible Work Arrangement. Flexible Work Arrangements may be requested relating to number of hours, work schedule, or work location.
- 20.3 Requests must be submitted to the Administrator in writing and include: details of changes requested, and any equipment, working conditions, or employment obligations that may be affected under the proposal.
- 20.4 Consideration of a Flexible Work Arrangement is made on an individual basis only, taking into account department functions and needs. Approval for a Flexible Work Arrangement will only be granted where it is reasonable and practicable to do so, and where the operation of the department will not be adversely affected.
- 20.5 Reasons for refusal of a flexible work arrangement request include:
 - a. If the request would result in additional costs that would be a burden on Klahoose First Nation
 - b. If the request would have a detrimental impact on the quality or quantity of work within Klahoose First Nation
 - c. If Klahoose First Nation is unable to reorganize work among existing employees or recruit additional employees to manage the request
 - d. If there would be insufficient work available for the employee if the request was granted
- 20.6 The decision of the Administrator or, in the case of the Administrator, a Quorum of Council related to a request for a Flexible Work Arrangement, along with any changes to the proposed arrangement or reasons for refusal, will be provided to the employee in writing.

21.0 Meetings and Office Closures

- 21.1 If, due to extraordinary circumstances, Council decides to close the Klahoose First Nation offices or facilities, the Administrator will notify all Program Managers of the closure. Employees will be paid for any work scheduled during the closure up to two working days.
- 21.2 From time to time, Klahoose First Nation may require the employees to attend meetings, which may be held before, during or after the regular hours of operation. If Klahoose First Nation requires an employee to attend a mandatory meeting:
- a. the Program Manager or the Administrator will provide 24 hours' notice of the meeting
 - b. if the meeting is held outside of normal working hours, the employee will be paid for this time unless the employee is in a management position and
 - c. any employee who fails to attend the meeting will be subject to disciplinary action.
- 21.3 Employees wishing to attend off-site work-related meetings during regular business hours must submit a written request to the Administrator prior to the meeting and must not attend the meeting without permission from the Administrator.

22.0 Employee Attendance and Time Sheets

- 22.1 All employees will
- a. be at their workstations and ready to work at the beginning of their assigned daily work hours
 - b. remain at work until the end of their assigned work hours
 - c. notify their supervisor if they are leaving their workstation and
 - d. contact their supervisor immediately if they are unable to report for work at the required time.
- 22.2 If an employee is absent from work for three consecutive days, without notifying the employee's supervisor, then Klahoose First Nation will consider this to be a voluntary Job Abandonment, and grounds for immediate termination.
- 22.3 All employees shall submit a timesheet to their immediate supervisor by noon on the Monday following the end of each pay period. The timesheet must show the start time, end time, total hours, and a brief description of the duties fulfilled for each day during the pay period. Employees are expected to report actual hours worked and duties performed. Late timesheets may not be processed for payroll on the following Thursday. Continued failure to submit timesheets or providing false information on a timesheet may result in disciplinary action.

23.0 Overtime

- 23.1 Overtime is time worked in excess of forty (40) hours per calendar week or eight (8) hours per day.
- 23.2 Overtime eligibility does not apply to Managers. Managers will be paid a salary and receive Managers' Days that reflect the recognition that overtime will be a frequent requirement (see 25.7 – Managers' Days).
- 23.3 Klahoose First Nation expects that employee will be able to complete their duties within their scheduled shifts.
- 23.4 Overtime must be pre-approved in writing by the employee's supervisor. Employees shall seek the prior written approval of their supervisor, no later than four hours before working overtime hours.
- 23.5 If an employee works overtime hours without the prior written approval of their supervisor, then Klahoose First Nation will consider this to be volunteer work. The only exception will be for emergency purposes such as health or safety issues. Employees must inform the supervisor as soon as possible under these emergency circumstances.
- 23.6 If an employee works overtime, with the prior written approval of the supervisor, Klahoose First Nation will pay the employee for the overtime at a rate of one and one-half times the employee's regular rate of wages. Overtime may be banked in lieu (at a rate of one and one-half time) to a maximum of 2 weeks banked time. Banked time will be paid out at the request of the employee or at the end of the calendar year.
- 23.7 Managers are not eligible for overtime pay but will receive 2 days per month time off in lieu of additional hours managers are expected to work (Managers' Days). Managers that are part-time employees will receive 1 day per month. Managers' Days may be banked up to a maximum of 10 days. Additional days must be used or forfeited. Banked Managers' Days will not be paid out and will not be carried over into a new calendar year.

PART VII: LEAVE MANAGEMENT

24.0 General Holidays

- 24.1 Klahoose First Nation observes the following General Holidays by closing the administration office or, when the General Holiday falls on a day when the office is normally closed, on a day agreed to by the Administrator and employee.
- a. New Year's Day
 - b. Family Day
 - c. Good Friday
 - d. Easter Monday
 - e. Victoria Day
 - f. National Indigenous Peoples Day
 - g. Canada Day
 - h. BC Day
 - i. Labour Day
 - j. Thanksgiving Day
 - k. Remembrance Day
 - l. Christmas Day
 - m. Boxing Day
- 24.2 In addition to the general holidays, the Klahoose First Nation administration office is closed for a two-week period during the Christmas season. This is a paid break for employees that have completed 30 days of continuous employment at Klahoose First Nation.
- 24.3 If an employee is required to work on a general holiday or during the Christmas break, then Klahoose First Nation will pay the employee as follows
- a. for an employee, at 1.5 times the employee's normal rate of wages
 - b. for a manager, at the normal rate of salary, and the manager will be entitled to take an alternate day off with pay.
- 24.4 An employee who is not required to work on a general holiday is entitled to pay equivalent to 1/20th of the wages (excluding overtime) that the employee earned during the 4-week period immediately preceding the week in which the general holiday occurs.

25.0 Vacations

- 25.1 Each employee is entitled to vacation with pay, as follows:
- a. two weeks' vacation each year after completion of the first year of employment with the First Nation (accrual rate of 4.00%)
 - b. four weeks' vacation each year after completion of the fifth consecutive year of employment with Klahoose First Nation (accrual rate of 6.00%)
 - c. five weeks' vacation each year after completion of the tenth consecutive year of employment with Klahoose First Nation (accrual rate of 8.00%).
- 25.2 At least three months before the desired start date, or less if approved by their supervisor, an employee will complete and submit a vacation request form to the supervisor, and the supervisor will notify the employee if the vacation request has been approved.
- 25.3 Unused vacation will be paid out at the end of the calendar year. In exceptional circumstances, unused vacation time may be carried forward to the next year of employment only if:
- a. the vacation time is scheduled to be taken within the next year of employment
 - b. the employee's supervisor approves the arrangement in writing.
- 25.4 Where an employee qualifies for personal leave, bereavement leave or any other approved leave with pay during their vacation leave, such leave will not be included as vacation leave. The period of vacation leave displaced with another approved leave with pay will be re-scheduled.
- 25.5 Term employees with contracts of employment of less than twelve months will receive their vacation pay on each pay cheque unless the employee requests in writing to have their vacation pay paid at an alternate time.

26.0 Personal Leave

- 26.1 After thirty (30) days of continuous employment, employees are entitled to fifteen (15) days of paid personal leave per calendar year.
- 26.2 Unused personal leave will not be paid out at the end of the year and may not be carried over into the next year of employment.
- 26.3 An employee may only take personal leave if they have informed the Administrator prior to 9:00 am of each working day when they are unable to report for work unless prior arrangements have been made with the Administrator. If an employee does not advise the Administrator prior to 9:00 am, the employee will not be entitled to pay for days absent.
- 26.4 An employee may only take personal leave for one of the following purposes:
- a. treating their illness or injury
 - b. carrying out responsibilities related to the health or care of any of their family members
 - c. carrying out responsibilities related to the education of any of their family members who are under 18 years of age
 - d. addressing any urgent matter concerning themselves or their family members
 - e. attending their citizenship ceremony under the Citizenship Act and
 - f. any other reason prescribed by regulation in the Canada Labour Code.
- 26.5 If an employee has missed at least three consecutive days of work due to illness or injury,

then, within five days of returning to work the employee must provide a certificate from a health care practitioner stating that the employee was incapable of working due to illness or injury of the employee or a member of the employee's family.

- 26.6 In exceptional circumstances, the Administrator may grant an extension to an unpaid leave of absence due to illness or injury to a maximum total period of absence of 24 months.
- 26.7 If an employee has been absent from work due to illness, injury, or surgery,
- a. Klahoose First Nation may, for the protection of both the employee and Klahoose First Nation, require the employee to provide a certificate from a health care practitioner stating whether the employee is capable of returning to the employee's normal duties or assignments and
 - b. if the employee is not capable of returning to the employee's previous position, Klahoose First Nation may assign the employee to a different position.
- 26.8 An employee returning from an unpaid leave of absence due to illness or injury will provide the Program Manager a minimum two weeks' notice and a medical certificate indicating that they are ready to return to work.

27.0 Leave for Traditional Aboriginal Practices

- 27.1 Employees who are Aboriginal (as per the Canada Labour Code) and who have completed three consecutive months of continuous employment are entitled to six (6) days of paid leave to engage in traditional Aboriginal practices including fishing, hunting, harvesting, and other practices prescribed by regulation. Food fish processing and tribal journeys are eligible for this leave.
- 27.2 Leave for Traditional Aboriginal Practices requires written approval of the Supervisor. Approval shall not be unreasonably withheld and shall be granted based on scheduling impact on the department and employee performance impacts.
- 27.3 Unused Leave for Traditional Aboriginal Practices will not be paid out at the end of the year and may not be carried over into the next year of employment.

28.0 Bereavement Leave and Funeral Leave

- 28.1 Upon the death of a member of the employee's Immediate Family, the employee is entitled to
- a. five days' paid bereavement leave and
 - b. where significant travel is required, to an additional two days of paid bereavement leave with the prior written approval of the Administrator.
- 28.2 Cultural traditions may extend Immediate Family beyond the definition included in the Klahoose First Nation Interpretation Policy. At the discretion of a quorum of Council, paid bereavement leave may be granted for death of a first-generation aunt/uncle, first-generation niece/nephew, or first cousin.
- 28.3 Bereavement Leave may be taken in one or two periods. The entitlement to leave begins on the day the death occurs and ends six weeks after the latest of the days on which any funeral, burial, or memorial service occurs.
- 28.4 All employees are entitled, with the consent of their supervisor, to one day of paid leave to attend a funeral of a Klahoose First Nation member. Employees who take leave for this purpose but do not attend the funeral will be subject to disciplinary action. If the Klahoose First Nation administration office is closed due to the funeral of a member this provision does not apply.

29.0 Compassionate Care Leave

- 29.1 All employees are entitled to take up to 28 weeks of unpaid compassionate care leave in order to provide care or support to a family member suffering from a serious medical condition with a significant risk of death, in accordance with the Canada Labour Code.
- 29.2 During the leave period, the employee may maintain their health and disability benefits by paying their share of the cost that normally would have been paid, in which case Klahoose First Nation will continue to pay their share of the cost.

30.0 Maternity and Parental Leave

- 30.1 As per Maternity Leave and Parental Leave provisions in the Canada Labour Code and any updates.
- 30.2 Employees shall give Klahoose First Nation at least twelve (12) weeks written notice for pregnancy, parental, or adoption leave. Where applicable, a note from a Health Care Practitioner is also required. The notice period may be altered by written agreement by Klahoose First Nation and the employee. However, notwithstanding the twelve-week notice period, if the employee must stop working because of complications caused by the pregnancy or because of a birth, stillbirth or miscarriage, the time frame for notice may be shortened accordingly.
- 30.3 Employees are entitled to
- a. up to 17 weeks of unpaid maternity leave, which leave may begin not earlier than 13 weeks prior to her due date and end not later than 17 weeks following the birth of the child
 - b. up to 63 weeks of unpaid parental leave to care for a newborn child of the employee or a child who is in the care of the employee for the purpose of adoption,
 - c. provided that two employees may only take a combined total of 71 weeks of parental leave in respect of the same birth or adoption.
- 30.4 Employees shall provide their supervisor with at least two weeks' prior written notice of their intention to return to work from maternity or parental leave.
- 30.5 Employees shall provide their supervisor with at least four weeks' prior written notice if they do not intend to return to work after maternity or parental leave.
- 30.6 When an employee returns from maternity or parental leave, the employee will be returned to their former position or a comparable position in the same department, at a comparable salary.

31.0 Court or Jury Duty

- 31.1 An employee is entitled to unpaid court leave if an employee
- a. is required, by court order or subpoena, to appear in court as a witness, participate in a jury selection process, or to serve as a member of a jury and
 - b. provides their supervisor with written request for time off and includes a copy of the court order or subpoena.
- 31.2 This policy does not apply to an employee who attends court as a plaintiff or defendant in a personal matter. An employee, who attends court as a plaintiff or defendant in a personal matter, is expected to use vacation time, or to make arrangements for an unpaid personal leave of absence. Employees are expected to use accrued vacation and banked time in lieu prior to requesting an unpaid leave of absence.

32.0 Voting

- 32.1 Klahoose First Nation encourages its employees to vote in Federal, Provincial, and Municipal elections and will close its offices by 4:00 on all Election Days.
- 32.2 Klahoose First Nation encourages all employees that are Members to vote in Klahoose First Nation Elections. On Klahoose Election Days, offices will be closed for the entire day.

33.0 Other Types of Leave

- 33.1 Klahoose First Nations will grant other types of leave according to the Canada Labour Code including:
 - a. Leave Related to Critical Illness
Employees who have family members (children or adults) that are critically ill are entitled to and shall be granted a leave of absence from employment according to the Canada Labour Code.
 - b. Leave Related to Death or Disappearance
Employees who are the parent of a child that has died or disappeared and it is probable that the death or disappearance is as a result of a crime are entitled to and shall be granted a leave of absence according to the Canada Labour Code.
 - c. Leave for Victims of Family Violence
Employees who are a victim of family violence or are the parent of a child who is a victim of family violence is entitled to and shall be granted a leave of absence according to the Canada Labour Code.
- 33.2 Other leaves without pay may also be negotiated at the discretion of the Administrator or quorum of Council including:
 - a. Education leave
 - b. Administration of a deceased estate
 - c. Moving household effects
 - d. Marriage leave
 - e. Family emergency

PART VIII: TRAINING

34.0 Purpose and Procedures

- 34.1 Klahoose First Nation recognizes that good training allows employees to perform their jobs more efficiently and effectively and is therefore committed to creating an environment in which employees can achieve their potential by supporting educational and skills-development opportunities for employees.
- 34.2 If an employee wishes to attend job-related training the employee, must submit a completed "Training Request Form" (Appendix IV – Training Request Form) to the employee's supervisor at least two weeks prior to the start of the training. The supervisor may, in his or her discretion, approve the request if:
- a. the training is less than two weeks' duration
 - b. funding is available for the training
 - c. the training will benefit both the employee and Klahoose First Nation and
 - d. the employee's attendance at the training will not cause undue hardship to the employee's department.
- 34.3 If the job-related training the employee wishes to attend exceeds two weeks' duration,
- a. the approval of the Administrator is required and
 - b. the employee may be required to enter into an agreement to return to work following the completion of the training and to work for Klahoose First Nation for agreed upon term.
- 34.4 Time spent traveling to and from, and attending, an approved job-related training program during normal working hours is considered to be part of an employee's normal paid duties. Travel or training that exceeds normal working hours will be negotiated and may include lieu time or overtime. This will be communicated to the employee in writing as part of the training request approval.
- 34.5 If job-related training is a condition of employment, then the employee will successfully complete the training within the timeframe set by their supervisor and provide confirmation of successful completion of the training.
- 34.6 An employee who receives training will report back to their supervisor on the outcome of the program.

PART IX: DISCIPLINARY MEASURES

35.0 Progressive Discipline

35.1 Each employee is required to know and understand the terms and conditions of the Personnel Policy, and any other Klahoose First Nation policies, practices or procedures that relate to the employee's position. Failure to adhere to these policies, practices or procedure may result in disciplinary action.

35.2 Klahoose First Nation uses the following system of progressive and corrective discipline. Each disciplinary measure will be documented in the Employee Personnel Records:

Depending on the severity of the concern and the number of past occurrences, disciplinary action may call for any of four (4) corrective steps – verbal warning, written warning, suspension with or without pay, or termination of employment. Except for termination of employment (Level Four), any step of the disciplinary procedure may be repeated more than once.

a. Verbal Warning (Step One):

i. In a private meeting, the Supervisor will give the employee a verbal warning that describes:

- the actions giving rise to the warning,
- expected corrective actions and any associated timelines, and
- the consequences for failing to follow the warning.

ii. Recorded as a memorandum in the Employee Personnel Records

b. Written Warning (Step Two):

i. In a private meeting, the Supervisor will give the employee a written warning that describes

- a full description of the actions giving rise to the warning including the date, time, and place of the incident(s),
- a corrective action plan which outlines the improvement(s) required and the time frame for the corrective action plan, and
- the consequences for failing to follow the warning

ii. Written Warning must be signed by Supervisor and Employee (Should the employee refuse to sign, the supervisor will request witness by another Supervisor or the Administrator).

iii. Original written warnings, related documentation, and corrective action plan will be filed in Employee Personnel Records

iv. Copy of correction plan and written warning will be given to employee

c. Disciplinary Suspension (Step Three):

i. If the supervisor so recommends, after meeting privately with the employee and giving the employee a chance to defend their case, the Administrator or, in the case of the Administrator, a quorum of Council, may suspend the employee with or without pay for a period of up to five days

ii. Suspensions will be accompanied by a Written Warning following the same criteria and procedure as Step Two

d. Termination (Step Four):

- i. Termination of employment is the final step in Progressive Discipline and normally occurs after all previous steps have been taken and the employee's conduct or work ethics are still unacceptable however, a Step Four Crisis Termination may be implemented in the event that the offence committed is so serious that termination is appropriate even if no steps have been taken previously.
- ii. The Administrator or, in the case of the Administrator, a quorum of Council, shall recommend after meeting privately with the employee and giving the employee a chance to defend their case, that employment be terminated.

35.3 Although in general, Klahoose First Nation will apply each level of discipline in successive order, the level of discipline that is applied in a situation will be determined by several factors, including

- a. the severity of the incident
- b. the employee's length of service and
- c. the employee's work record and disciplinary history.

35.4 In exceptional cases, before initiating disciplinary procedures, the Administrator or, in the case of the Administrator, a quorum of Council, may temporarily suspend an employee with pay pending investigation of the allegations against the employee.

36.0 Grounds for Disciplinary Action or Termination

36.1 Types of misconduct that will typically trigger a disciplinary process include but are not limited to the following:

- a. Absenteeism
- b. Tardiness
- c. Leaving work without permission
- d. Poor productivity
- e. Minor insubordination
- f. Minor safety infractions or failure to follow safety protocol
- g. Using abusive language
- h. Displaying a poor attitude
- i. Failure or refusal to accept or carry out assignments within their job description
- j. Engaging in horseplay on the job and
- k. Minor policy violations.

36.2 Termination of employment may occur when the employer has determined that the offence is of a serious nature or if multiple attempts at corrective discipline have not successfully corrected the behaviours.

- 36.3 Just cause for dismissal includes but not limited to:
- a. Willful and serious breach of policies
 - b. Failing to meet reasonable performance standards after being advised of the standards and provided a reasonable opportunity to meet the standards
 - c. Dishonesty, theft, or misappropriation of property
 - d. Intentional destruction, improper use or abuse of Klahoose First Nation's property
 - e. Falsifying records including time sheets
 - f. Assaulting or endangering others, including fighting
 - g. Threats or violence against employees, clients, Klahoose First Nation Members or Council
 - h. Obscene conduct
 - i. Harassment of co-workers, supervisors, managers, suppliers, or clients
 - j. Serious insubordination, including willfully refusing to follow a direct order without justification
 - k. Intoxication or impairment in the workplace
 - l. Possession of illegal drugs or paraphernalia
 - m. Repeated, unwarranted lateness, absenteeism, or failure to report to work
 - n. Disclosure of confidential information
 - o. Breach of Klahoose First Nation laws, bylaws or policies, including the Personnel Policy
 - p. Breach of the Conflict of Interest Policy
 - q. Violation of any local, provincial or federal laws
 - r. Conduct that is materially detrimental to Klahoose First Nation business or financial position and
 - s. Any conduct that would injure the reputation of Klahoose First Nation.

PART X: TERMINATION OF EMPLOYMENT

37.0 Notice of Termination

- 37.1 If Klahoose First Nation lays off an employee, or terminates an employee without cause, then Klahoose First Nation will provide the employee with notice and, if applicable, severance pay, in accordance with the relevant provisions of the Canada Labour Code.
- 37.2 Klahoose First Nation will not provide notice or severance pay if an employee is dismissed for just cause or quits.
- 37.3 Employees resigning their positions will provide written notice to the Administrator as follows:
- a. employees will provide a minimum of two weeks' written notice
 - b. managers will provide a minimum of four weeks' written notice

38.0 Return of Klahoose First Nation Property

- 38.1 At the time of layoff, termination or resignation, the employee must return all Klahoose First Nation property issued to that employee during the course of employment, including but not limited to computers, written work product including intellectual property, cell phones, tools, keys, and ID cards.
- 38.2 Employees may not retain, reproduce, or use any confidential or proprietary information or property belonging to Klahoose First Nation
- 38.3 If the employee had sole access to Klahoose First Nation property during the course of their employment, and that property was damaged or is missing, then Klahoose First Nation may request the employee to give written authorization allowing Klahoose First Nation to deduct the cost of the damaged or missing Klahoose First Nation property from the employee's final pay cheque. Klahoose First Nation reserves the right to recover any costs, in any manner it deems appropriate, for lost, damaged, or destroyed Klahoose First Nation equipment under the care and control of the employee.

39.0 Final Pay Cheque and Exit Interview

- 39.1 Klahoose First Nation will provide the employee with their final pay cheques on their regular payday and will pay any other amounts to which the employee is entitled within five days from the date of layoff, termination or resignation.
- 39.2 At the time of layoff, termination or resignation, the Administrator or, in the case of the Administrator, a quorum of Council, may ask the employee to participate in an exit interview, but the employee's participation in an exit interview is not mandatory.

40.0 Retirement

- 40.1 If an employee wishes to continue working after reaching the age at which they are eligible for the Canada Old Age Pension, at the discretion of the Administrator or, in the case of the Administrator, a quorum of Council, Klahoose First Nation may require the employee to, as a condition of employment, undergo periodic medical examinations to determine whether the employee is physically able to continue to carry out their duties.

PART XI: DISPUTE RESOLUTION

41.0 Complaints and Appeals

41.1 Complaints and Appeals will be subject to the Klahoose First Nation Appeals Policy

PART XII: STANDARDS OF CONDUCT

42.0 Privacy and Confidentiality

- 42.1 It is the responsibility of the employee, Supervisor, Administrator and/or Council to ensure privacy and confidentiality is maintained when dealing with matters under this policy (see Privacy and Confidentiality Policy).

43.0 Ethical and Professional Conduct.

- 43.1 Klahoose First Nation expects and demands the highest standards of ethical conduct among its employees with respect to the business of the Nation and the use of the Nation's resources including funds, equipment, vehicles and offices.
- 43.2 Employee behaviour must reflect the principles of the Nation including honesty, integrity and impartiality. These behaviours must be the standard form of conduct in carrying out duties on behalf of the Nation and are conditions of employment.
- 43.3 Klahoose First Nation employees must provide service to everyone in a manner that is professional. That is, employees will be courteous, equitable, efficient and effective as well as respectful, sensitive and responsive to the needs, expectations and rights of others including confidentiality. Employees must guard against any conduct unbecoming to their position while engaged in Klahoose First Nation business or while representing the Nation including berating employees or Council in public.
- 43.4 The conduct and language of Klahoose First Nation employees in the workplace must meet acceptable social standards and must contribute to a positive work environment. All employees of Klahoose First Nation are expected to conduct themselves in a professional manner giving due consideration to co-workers, supervisors, Council, community members, other employees and visitors. An employee's conduct must not compromise the integrity or image of the Nation.
- 43.5 Employees are to disqualify themselves as participants in personnel decisions when their objectivity could be compromised for any reason (see Conflict of Interest Policy). (e.g. Employees are expected to willingly remove themselves from participation in staffing actions involving Related Persons)
- 43.6 Employees are expected to comply with rules adopted by Council including, but not limited to, the following:
- a. the use of alcohol or drugs on work sites will not be tolerated
 - b. smoking is prohibited in any of the office buildings
 - c. cheques will not be cashed with Klahoose First Nation funds

44.0 Dealing with Perceived Wrong or Danger

- 44.1 Employees have a duty to report to their Supervisor, Administrator or Council Member, any situation that they believe contravenes the law, misuses Klahoose First Nation funds or assets, represents a danger to Member health and safety or to the environment.
- 44.2 If an employee believes that the Supervisor has not resolved the matter, the employee can appeal the matter using the Klahoose First Nation Appeal Policy.
- 44.3 If the employee feels Council has not resolved the matter, the employee may then refer the

allegation to the appropriate authority:

- a. allegations of illegal activity must be referred to the RCMP
- b. allegations of labour violations must be referred to the HRSDC Labour Program (for on-reserve allegations) or the Employment Standards Branch (for off-reserve allegations)
- c. allegations of misuse of Klahoose First Nation funds must be referred to the RCMP
- d. allegations of a danger to health must be brought to the attention of health authorities
- e. allegations of a danger to the environment must be reported to the appropriate government agency

45.0 Protection for Those Who Report Incidents

- 45.1 Employees will expect such matters to be treated in confidence unless the law requires disclosure of information. Employees will not be subject to discipline or reprisal for bringing forward to the Supervisor, Administrator, Council, or an appropriate authority, in good faith, allegations of wrongdoing.

46.0 Expectations for Working Relationships

- 46.1 Employees who permanently reside together may not be employed in situations where:
- a. a reporting relationship exists between them where, for example, one employee has influence, input or decision-making authority over the other employee's Performance Evaluation, salary, or conditions of work
 - b. the working relationship affords an opportunity for collusion between the two employees or a real or perceived conflict of interest that would have a detrimental effect on Klahoose First Nation interests
- 46.2 The above restriction on working relationships may be waived in writing provided that the Supervisor, Administrator and where their decision may be required, Council, are satisfied that sufficient safeguards are in place to ensure that Klahoose First Nation interests are not compromised. (See Conflict of Interest Policy)

47.0 Outside Remunerative and Volunteer Work

- 47.1 Subject to the Conflict of Interest Policy, employees may engage in employment with another employer, carry on a business, receive remuneration from Klahoose First Nation funds for activities outside their position or engage in volunteer activities provided it does not:
- a. interfere with the performance of their duties
 - b. compromise the integrity of the Nation
 - c. represent a conflict of interest or create the reasonable perception of a conflict of interest with Klahoose First Nation rights, policies, positions, governance, etc.
 - d. appear to be an official act or to represent Klahoose First Nation opinion or policy
 - e. use work time or premises, services, equipment or supplies, unless authorized to do so
- 47.2 Where there is reason to question said outside work, the employee's Supervisor, the Administrator or quorum of Council, may for the purpose of clarifying the matter, ask the employee to provide information with respect to the nature of their outside work without compromise to the outside work-related confidentiality including remuneration.

PART XIII: CONFLICT OF INTEREST

48.0 Definitions

- 48.1 An individual has a “conflict of interest” when the individual exercises a power or performs a duty or function and at the same time knows or ought reasonably to have known that there is an opportunity to benefit the individual’s private interests.
- 48.2 An individual has an “apparent conflict of interest” if a reasonably well informed person would perceive that the individual’s ability to exercise a power or perform a duty or function of their office or position would be affected by the individual’s private interests.
- 48.3 An individual’s “private interests” means the individual’s personal and business interests and include the personal and business interests of a related person
- 48.4 An individual’s private interests do not give rise to a conflict of interest if those interests
- a. are the same as those of a broad class of members of Klahoose First Nation of which the individual is a member including (but not limited to):
 - i. a group of Klahoose First Nation Members who are identifiable by reference to age, gender, financial circumstances, or medical needs
 - ii. Klahoose First Nation employees
 - iii. Council as a whole or
 - b. are so remote or insignificant that they could not be reasonably regarded as likely to influence the individual in the exercise of a power or performance of a duty or function.
- 48.5 A “related person” includes a spouse (including common law and same-sex spouses), parent, children, grandchildren, siblings, grandparents, first-generation aunt/uncle, first-generation niece/nephew, first cousin, in-laws, step-relationships, any person with whom the Employee or Council Member currently resides, or any controlled corporation.
- 48.6 In this policy, “real property” includes an interest in a reserve held under
- a. a certificate of possession under the *Indian Act* or
 - b. Klahoose First Nation’s traditional land holding system pursuant to a band council resolution.
- 48.7 A “benefit” includes (but is not limited to):
- a. The payment of any money including honorariums
 - b. Employment benefits
 - c. Contract benefits
 - d. Educational, medical, housing, or other social benefits
 - e. The in-kind transfer of any Klahoose First Nation inventory or assets
 - f. The allotment, leasing, or other grant of interest in Klahoose First Nation lands

49.0 Policy

- 49.1 Klahoose First Nation expects and requires Council Members, employees, and independent contractors to serve the interest of Klahoose First Nation, and to avoid all conflicts of interest.
- 49.2 Where there is a conflict between the interests of Klahoose First Nation and the personal or private interests of a Council Member, employee, or independent contractor, the interests of Klahoose First Nation will prevail.
- 49.3 Klahoose First Nation Council Members, employees, and independent contractors must avoid exercising their official powers or performing an official duty when, they know (or ought to know) that their personal or private interests are in a Conflict of Interest with the best interests of Klahoose First Nation.

Council Members

50.0 Council Members - General Obligations

- 50.1 Council Members must avoid circumstances that could result in the Council Member having a conflict of interest or an apparent conflict of interest.
- 50.2 Council Members must avoid placing themselves in circumstances where their ability to exercise a power or perform a duty or function could be influenced by the interests of any person to whom they owe a private obligation or who expects to receive some benefit or preferential treatment from them.

51.0 Council Members - Disclosure of Interests

- 51.1 Subject to applicable provincial and federal privacy laws, a Council Member must file a written disclosure of the following information with the Administrator:
 - a. the names of the Council Member's spouse and any persons or entities identified in the definition of Private Interests
 - b. the employer of the Council Member and the Council Member's spouse
 - c. real property owned by the Council Member or the Council Member's spouse
 - d. The names of all corporations, proprietorships, partnerships, or other organizations in which the Council Member or the Council Member's spouse, including an entity referred to in the definition of Private Interests, have an interest as a shareholder, member, director, or officer, or any other financial interest and
 - e. Any other Conflicts of Interest that, to the best of the Council Member's knowledge, currently exist.
- 51.2 A Council Member must file a written disclosure (Appendix VII – Conflict on Interest Disclosure) on the following occasions:
 - a. within thirty (30) days of being elected to the Council
 - b. as soon as practical after a material change in the information previously disclosed and
 - c. on April 15 of each year that the Council Member holds office.
- 51.3 The Administrator must establish and maintain a register of all information disclosed by a Council Member under the Disclosure of Interests and Disclosure of Gifts.
- 51.4 On request of an employee or a Member of Klahoose First Nation or any person engaged in any aspect of the financial administration of Klahoose First Nation, the Administrator must permit that Member or person to view the register of disclosures.
- 51.5 Upon request of a Member or person alleging a conflict of interest in relation to information contained in the register, the Administrator must review the register and prepare a report to the Council of Klahoose First Nation setting out the alleged conflict and any applicable information contained in the register.

52.0 Council Members - Gifts and Benefits

- 52.1 A Council Member or a person referred to in Private Interests in relation to that Council Member must not accept a gift or benefit that might reasonably be seen to have been given to influence the Council Member in the exercise of the Council Member's powers or performance of the Council Member's duties or functions.
- 52.2 A gift or benefit may be accepted if the gift or benefit:

- a. would be considered within
 - i. normal protocol exchanges or social obligations associated with the Council Member's office,
 - ii. normal exchanges common to business relationships, or
 - iii. normal exchanges common at public cultural events of Klahoose First Nation
- b. is of nominal value
- c. is given by a close friend or relative as an element of that relationship or
- d. is of a type that the policies or directions of the Council have determined would be acceptable if offered by Klahoose First Nation to another person.

52.3 Where a gift with a value greater than two hundred dollars (\$200.00) is given, the Council Member must make a written disclosure of the gift to the Administrator, and the gift must be treated as the property of Klahoose First Nation. At the discretion of Council, the gift may be kept by the Nation or raffled to benefit a Klahoose First Nation program. Council may decide at a duly convened Council Meeting that the individual Council Member can keep a specific item as personal gifts. This does not apply to a gift received during a public cultural event of Klahoose First Nation.

53.0 Council Members - Confidential Information

- 53.1 Council Members must keep confidential all information that the Council Members receive while performing their duties or functions unless the information is generally available
 - a. to members of the public or
 - b. to members of Klahoose First Nation.
- 53.2 Council Members must only use confidential information for the specific purposes for which it was provided to the Council Members.
- 53.3 Council Members must not make use of any information received in the course of exercising their powers or performing their duties or functions to benefit the Council Member's private interests or those of relatives, friends or associates.

54.0 Council Members - Procedure for Addressing Conflict of Interest

- 54.1 As soon as a Council Member becomes aware of circumstances in which the Council Member has a conflict of interest, the Council Member must disclose the circumstances of the conflict of interest at the next Council meeting.
- 54.2 A Council Member must leave any part of a Council meeting where the circumstances in which the Council Member has a conflict of interest are being discussed or voted on.
- 54.3 The minutes of a Council meeting must record the Council Member's disclosure and note the Council Member's absence from the Council meeting when the circumstances in which the Council Member has a conflict of interest were being discussed or voted on.
- 54.4 A Council Member must not take part in any discussions or vote on any decision respecting the circumstances in which the Council Member has a conflict of interest. At the discretion of a quorum of Council, the Council Member may provide specific information that will aid in the discussion and decision.
- 54.5 A Council Member must not influence or attempt to influence in any way before, during or after a Council meeting any discussion or vote on any decision respecting the circumstances in which the Council Member has a conflict of interest.

54.6 Notwithstanding the above, Klahoose First Nation may decide in favour of a specific action regardless of any Conflict of Interest, providing the action is in the best interests of Klahoose First Nation.

55.0 Council Members - Procedure for Undisclosed Conflict of Interest

55.1 If a Council Member has reason to believe that another Council Member has a conflict of interest or an apparent conflict of interest in respect of a matter before the Council, the Council Member may request clarification of the circumstances at a Council meeting.

55.2 If, as a result of a clarification discussion, a Council Member is alleged to have a conflict of interest or an apparent conflict of interest and the Council Member does not acknowledge the conflict of interest or apparent conflict of interest and take the actions required, the Council must determine whether the Council Member has a conflict of interest or an apparent conflict of interest before the Council considers the matter.

55.3 The minutes of the Council meeting must record any determination made by the Council.

55.4 If the Council determines that a Council Member has a conflict of interest or an apparent conflict of interest, the Council Member must comply with the procedures for addressing conflict of interest.

Employees

56.0 Employees - General Obligations

- 56.1 In the performance of their duties and functions, an employee must act honestly and in good faith and in the best interests of Klahoose First Nation.
- 56.2 An employee must avoid circumstances that could result in the employee having a conflict of interest or an apparent conflict of interest.
- 56.3 An employee must avoid placing themselves in circumstances where their ability to exercise a power or perform a duty or function of their office or position could be influenced by the interests of any person to whom they owe a private obligation or who expects to receive some benefit or preferential treatment from them.
- 56.4 The Administrator must ensure that every employee is informed of their obligations under this policy and must take steps to ensure that employees comply with these obligations.

57.0 Employees - Disclosure of Conflict of Interest

- 57.1 Employees must annually complete the Conflict of Interest Disclosure – Employees form (Appendix VII – Conflict of Interest Disclosure)
- 57.2 If an employee believes they have a conflict of interest, the employee must
 - a. disclose the circumstances in writing as soon as practical to the Administrator or, in the case of the Administrator, to a quorum of Council and
 - b. refrain from participating in any discussions or decision-making respecting the circumstances of the conflict of interest until advised by the Administrator or a quorum of Council, as the case may be, on actions to be taken to avoid or mitigate the conflict of interest.

58.0 Employees - Gifts or Benefits

- 58.1 An employee or a member of their Immediate Family must not accept a gift or benefit that might reasonably be seen to have been given to influence the employee in the exercise of their powers or performance of their duties or functions.
- 58.2 A gift or benefit may be accepted if the gift or benefit
 - a. would be considered within
 - i. normal exchanges common to business relationships, or
 - ii. normal exchanges common at public cultural events of Klahoose First Nation
 - b. is of nominal value
 - c. is given by a close friend or relative as an element of that relationship or
 - d. is of a type that the policies or directions of the Council have determined would be acceptable if offered by Klahoose First Nation to another person.
- 58.3 Where a gift with a value greater than two hundred dollars (\$200.00) is given, the employee must make a written disclosure of the gift to the Administrator, and the gift must be treated as the property of Klahoose First Nation. At the discretion of Council, the gift may be kept by the Nation or raffled to benefit a Klahoose First Nation program. Council may decide at a duly convened Council Meeting that the employee may keep a specific item as a personal gifts. This does not apply to a gift received during a public cultural event of Klahoose First Nation.

59.0 Employees - Outside Employment and Business Interests

- 59.1 If an employee is permitted under their terms of employment to have outside employment or business interests, (See Section 49 – Outside Remunerative and Volunteer Work) the employee must disclose these employment or business interests in writing to the Administrator or, in the case of the Administrator, to a quorum of Council.
- 59.2 An employee must ensure that any permitted outside employment or business interests do not unduly interfere with the exercise of their powers or performance of their duties and functions and that these activities are conducted on their own time and with their own resources.

60.0 Employees - Confidential Information

- 60.1 An employee must keep confidential all information that the employee receives while exercising their powers or performing their duties or functions unless the information is generally available
- a. to members of the public or
 - b. to members of Klahoose First Nation.
- 60.2 An employee must only use any confidential information for the specific purposes for which it was provided to the officer or employee.
- 60.3 An employee must not make use of any information received in the course of exercising their powers or performing their duties or functions to benefit the employee's private interests or those of relatives, friends or associates.

61.0 Employees - Klahoose First Nation Property and Services

- 61.1 Employees must not use any personal property or services of Klahoose First Nation for any purposes unrelated to performance of their duties or functions unless that use is otherwise acceptable under the policies or directions of the Council.
- 61.2 Employees must not acquire any personal property of Klahoose First Nation unless it is done in accordance with policies or directions of the Council.

Contractors

62.0 Contractors - Application

- 62.1 This Part applies to all contractors of the First Nation, other than a person who has an employment contract with Klahoose First Nation.
- 62.2 In this Part, a reference to a contractor includes a reference to each employee or agent of the contractor who is engaged to perform duties or functions under the contract with Klahoose First Nation.

63.0 Contractors - Contractor Acting as Employee

- 63.1 If a contractor is retained to exercise the powers or perform the duties or functions of an employee, the contractor must comply with the Employee section of this policy as if the contractor were an employee of Klahoose First Nation.

64.0 Contractors - General Obligations

- 64.1 A contractor must act at all times with integrity and honesty
- a. in its dealings with Klahoose First Nation and
 - b. in its dealing with any third party when the contractor is representing or acting on behalf of Klahoose First Nation.
- 64.2 A contractor must not attempt to obtain preferential treatment from Klahoose First Nation by offering gifts or benefits that a Council Member or employee is prohibited from accepting under this policy.
- 64.3 A contractor must ensure that every employee or agent of the contractor who is engaged to perform duties or functions under the contract with Klahoose First Nation is informed of their obligations under this policy and must take steps to ensure that these employees or agents comply with these obligations.

65.0 Contractors - Confidential Information

- 65.1 A contractor must keep confidential all information received in the course of performing their duties or functions unless the information is generally available to members of the public.
- 65.2 A contractor must only use any confidential information for the specific purposes for which it was provided to the contractor.
- 65.3 A contractor must not make use of any information received in the course of performing its duties or functions to benefit the contractor's interests or those of the contractor's relatives, friends or associates.

66.0 Contractors - Business Opportunities

- 66.1 A contractor must not take advantage of a business or investment opportunity being considered by Klahoose First Nation and which the contractor becomes aware of while performing services for Klahoose First Nation unless Klahoose First Nation has determined not to pursue the opportunity.

67.0 Contractors - First Nation Property and Services

- 67.1 If a contractor has been provided the use of any property or services of Klahoose First Nation in order to perform services for Klahoose First Nation, the contractor must not use the property or services for any purposes unrelated to performance of those services.

PART XIV: DRUGS AND ALCOHOL

68.0 Introduction

- 68.1 Klahoose First Nation is committed to the health and safety of its employees and has adopted this policy to communicate its expectations and guidelines surrounding substance use, misuse and abuse.

69.0 Guidelines

- 69.1 Employees under the influence of drugs or alcohol on the job can pose serious health and safety risks both to themselves and their fellow employees. To help ensure a safe and healthy workplace, Klahoose First Nation reserves the right to prohibit certain items and substances from being brought onto, or being present at Klahoose First Nation administrative buildings, facilities, or projects.

70.0 Expectations

- 70.1 The following expectations apply to employees and management alike while conducting work on behalf of Klahoose First Nation, whether on or off Klahoose First Nation property:
- a. Employees are expected to arrive to work fit for duty and able to perform their duties safely and to standard employees must remain fit for duty for the duration of their shift
 - b. Use, possession, distribution or sale of drugs or alcohol during work hours, including during paid and unpaid breaks, is strictly prohibited
 - c. Employees are prohibited from reporting to work while under the influence of non-prescribed drugs or alcohol and
 - d. Employees on prescription medication or medically approved substances must communicate to management any potential risk, limitation, or restriction requiring modification of duties or temporary reassignment.

71.0 Roles and responsibilities

- 71.1 Klahoose First Nation shall:
- a. Clearly communicate expectations surrounding alcohol and drug use, misuse and abuse
 - b. Maintain a program of employee health and awareness
 - c. Provide a safe work environment and
 - d. Review and update this policy on a regular basis.
- 71.2 Management shall:
- a. Identify any situations that may cause concern regarding an employee's ability to safely perform their job functions
 - b. Ensure that any employee who asks for help due to a drug or alcohol dependency is provided with the appropriate support (including Workplace Accommodations) and is not disciplined for doing so and
 - c. Maintain confidentiality and employee privacy.
- 71.3 Employees must:
- a. Abide by the provisions of this policy and be aware of their responsibilities under it

- b. Arrive to work fit for duty, and remain as such for the duration of shift
- c. Perform work in a safe manner in accordance with Klahoose First Nation's established safe work practices
- d. Avoid the consumption, possession, sale, or distribution of drugs or alcohol on Klahoose First Nation property and during working hours (even if working from another location)
- e. When off duty, refuse a request to come into work if unfit for duty
- f. Report limitations and required modifications as a result of prescription medication
- g. Report unfit co-workers to management
- h. Seek advice and/or appropriate treatment, where required
- i. Communicate dependency or emerging dependency and
- j. Follow the after-care program, where established.

72.0 Suspicion of Impairment

- 72.1 The following procedure will be enacted if there is reasonable belief that an employee is impaired at work:
- a. If possible, the employee's manager/supervisor will first seek another manager/supervisor's opinion to confirm the employee's status.
 - b. Next, the manager/supervisor will consult privately with the employee to determine the cause of the observation, including whether substance abuse has occurred. Suspicions of an employee's ability to function safely may be based on specific personal observations. If the employee exhibits unusual behaviour that may include, but not limited to, slurred speech, difficulty with balance, watery and/or red eyes, dilated pupils, and/or there is an odour of alcohol, the employee should not be permitted to return to their assigned duties in order to ensure their safety and the safety of other employees or visitors to the workplace.
 - c. If an employee is considered impaired and deemed "unfit for work" this decision is made based on the best judgment of two members of management and DOES NOT require a breathalyzer or blood test. The employee will be advised that Klahoose First Nation has arranged a service to safely transport them to their home address or to a medical facility, depending on the determination of the observed impairment. The employee may be accompanied by a manager/supervisor or another employee if necessary.
 - d. An employee sent home due to impairment or being deemed "unfit for work" will not be paid for the balance of the workday.
 - e. An impaired employee will not be allowed to drive. The employee should be advised if they choose to refuse Klahoose First Nation organized transportation and make the decision to drive their personal vehicle the company is obligated to and will contact the police to make them aware of the situation.
 - f. A meeting will be scheduled for the following workday to review the incident and determine a course of action which may include a monitored referral program as part of a treatment plan.

73.0 Substance Dependency

- 73.1 Klahoose First Nation understands that certain individuals may develop a chemical dependency to certain substances, which may be defined as a disease or disability. Employees are not excused from their duties as a result of their dependencies. Klahoose First

Nation promotes early diagnosis. Any employee who suspects that they might have an emerging drug or alcohol problem is expected to seek appropriate treatment promptly.

74.0 Voluntary Identification

- 74.1 Employees are encouraged to communicate if they have a dependency or have had a dependency so that their rights are protected and appropriate Workplace Accommodations can be implemented. Employees will not be disciplined for requesting help or due to current or past involvement in a rehabilitation effort.
- 74.2 All medical information shall be kept confidential by Klahoose First Nation, unless otherwise authorized by law.
- 74.3 Any leave required for addictions treatment will be processed by KFN under its Personal Leave Policy.

75.0 Agreement for Continuation of Employment

- 75.1 Klahoose First Nation reserves the right to invoke an *Agreement for the Continuation of Employment* in accordance with an employee's commitment to become, and remain, alcohol and drug-free. The Agreement will outline the conditions governing the employee's return to the job and the consequences for failing to meet the conditions.
- 75.2 An Agreement for the Continuation of Employment may include a requirement for drug and alcohol testing.

76.0 Disciplinary Action

- 76.1 Employees will be subject to disciplinary action, up to and including termination of employment for failure to adhere to the provisions of this policy, including, but not limited to:
 - a. Failure to meet prescribed safety standards as a result of impairment from alcohol and/or drugs and
 - b. Engaging in illegal activities (e.g. selling drugs and/or alcohol while on Klahoose First Nation premises).
 - c. Fail to follow an agreed upon after-care plan included in the *Agreement for the Continuation of Employment*.

PART XV: INTERNET, EMAIL, AND SOCIAL MEDIA

77.0 Devices and Internet Connections

- 77.1 Devices and Internet connections provided by Klahoose First Nation shall be used for Klahoose First Nation business only. Devices and Internet connections include (but are not limited to):
- a. Computers
 - b. Desk phones
 - c. Cell phones
 - d. Tablets
 - e. Laptops
 - f. Desktop computers
 - g. iPads
 - h. Voicemail
 - i. Email
 - j. Social media
- 77.2 Except in emergency situations, employee-owned devices shall not be used during Regular Working Hours. Except on lunch hours or breaks or as authorized in writing by the Administrator or Council.

78.0 Confidential Information

- 78.1 Klahoose First Nation confidential information shall not be shared outside of Klahoose First Nation, without authorization, at any time. This includes information about Klahoose First Nation that has not been publicly released information that concerns other employees, members, community members, Council, or Klahoose First Nation operations and proprietary Klahoose First Nation information. This is true regardless of employment status (ie: past, present, or on leave).
- 78.2 Questions regarding Klahoose First Nation information shall be referred to the Administrator prior to releasing information that could potentially harm Klahoose First Nation and/or Klahoose First Nation affiliates. The Administrator shall refer to Council for situations requiring Council authorization. For more information, please refer to the Privacy and Confidentiality Policy.
- 78.3 Employees who disclose confidential information will be disciplined, up to and including immediate termination or legal action. This is true regardless of employment status (i.e. past, present, or on leave).

79.0 Harassment and Bullying

- 79.1 Bullying or content that discriminates against any protected classification including age, race, color, religion, sex, weight, sexual preference, national origin, disability, or genetic information is prohibited.
- 79.2 Klahoose First Nation owned electronic equipment, including devices owned by the employee, shall not be used on Klahoose First Nation time, to obtain, view, or reach any pornographic, or

otherwise immoral, unethical, or non-business-related Internet sites. Please reference Sexual Harassment definition in Klahoose First Nation Respectful Workplace Policy.

- 79.3 Participation in the above activities will result in disciplinary action up to and including termination of employment. For more information, please refer to the Respectful Workplace Policy.

80.0 Legal Liability

- 80.1 Employees are legally liable for anything they write or present online. Employees shall be disciplined by Klahoose First Nation for any commentary, content, or images that are defamatory, pornographic, proprietary, bullying, harassing, or libelous. This applies to any and all content created or stored on Klahoose First Nation equipment/databases (See Respectful Workplace Policy).
- 80.2 Klahoose First Nation owns all communication that is stored on Klahoose First Nation equipment. This includes but is not limited to email communications and browsing history. Management and other authorized employee have the right to access any material on Klahoose First Nation equipment at any time. Employees shall not consider electronic communication, storage, or access to be private if it is created or stored on Klahoose First Nation equipment or systems.
- 80.3 Inappropriate activity that is in conflict with this policy may result in termination for just cause. Further, Klahoose First Nation will report unlawful activity to the authorities.

81.0 Software and Equipment

- 81.1 Only individuals with authorization from the Administrator shall use the Internet to access software additional to that which is generally approved for all employees.
- 81.2 No program or software is to be loaded onto any Klahoose First Nation owned computer system unless authorized in writing by the Administrator. Written pre-authorization for changing and/or altering any system configuration must also be made. Unauthorized programs and systems will be deleted.
- 81.3 Upon leaving Klahoose First Nation employment for any reason, any and all Klahoose First Nation equipment and associated information shall be returned on the last day of work.
- 81.4 Klahoose First Nation equipment provided for public/membership use must be used in accordance with this policy. Misuse of equipment includes (but is not limited to):
- a. Streaming video (unless authorized by the Administrator)
 - b. Downloading (images, video, documents, programs, applications, etc.) (unless authorized by the Administrator)
 - c. Defamatory content
 - d. Harassment or bullying of any kind, regardless of relation to Klahoose First Nation

82.0 Internet Usage

- 82.1 Klahoose First Nation recognizes the importance of the Internet in shaping public opinion about Klahoose First Nation and current and potential businesses, employees, industry partners, and departments.
- 82.2 Writing about or displaying internal Klahoose First Nation happenings, including photos, videos, and comments, shall not be allowed without pre-written permission from the Administrator and a signed release when required (photos and videos). The Administrator

shall refer to Council for situations requiring Council authorization.

- 82.3 Employees shall not use Klahoose First Nation devices or internet connections to access illegal, copyrighted, pornographic or inappropriate materials.
- 82.4 Posting or sharing inappropriate content including but not limited to copyrighted materials, unfounded statements, or derogatory content will result in disciplinary action up to and including termination of employment.
- 82.5 Klahoose First Nation at its sole discretion, reserves the right to block access to any Internet site.
- 82.6 Employees shall make every possible attempt to avoid breaches to the security of confidential Klahoose First Nation information as well as contamination to the Klahoose First Nation system via viruses or spyware.
- 82.7 All email use during working hours shall be for Klahoose First Nation business. Klahoose First Nation email addresses shall be used for Klahoose First Nation business only. Employees shall not use personal email addresses for Klahoose First Nation business.

83.0 Social Media

- 83.1 Klahoose First Nation recognizes the importance of our employees' assistance in attracting quality employees, improving Klahoose First Nation reputation, and shaping industry conversation and direction through blogging and interaction on social media sites (e.g. Facebook, LinkedIn, Google+, Wikipedia, Instagram, Twitter, LinkedIn, Wordpress, and YouTube). Therefore, Klahoose First Nation is committed to supporting employees to interact knowledgeably and socially on the Internet and social media sites both at work and in the privacy of your own home.
- 83.2 Note: This policy does not apply to employees' personal use of social media platforms outside of work-hours where the employee uses personal equipment, makes no reference to Klahoose First Nation or Klahoose First Nation related topics, and does not violate the Respectful Workplace Policy.
- 83.3 Before engaging in work-related social media, employees shall obtain the permission of the Administrator. As well, social media identities, login ID's, and usernames shall not use Klahoose First Nation's name or logo without prior approval from the Administrator.
- 83.4 Employees shall submit a proposal to the Administrator prior to developing any official program or department social media or internet site. This proposal shall include:
 - a. Department/project the site will be developed for
 - b. Purpose of site (e.g. communication, stakeholder consultation, forum, etc.)
 - c. Posting guidelines
 - d. Identification of site administrator(s)
 - e. Identification of site moderator(s) if comments will be enabled
 - f. Moderation rules/policy.
- 83.5 Klahoose First Nation expects employees to exercise personal responsibility when using social media, which includes not violating the trust of those with whom they are engaging. Employees shall not use social media for political lobbying, marketing, or public relations. If and when employees use social media to communicate on behalf of Klahoose First Nation, they shall clearly identify themselves as employees.
- 83.6 Proper use of social media includes but is not limited to:

- a. Post meaningful, respectful comments - no Spam and no remarks that are off-topic or offensive.
- b. Stick to your area of expertise and feel free to provide unique, individual perspectives on non-confidential activities at Klahoose First Nation.
- c. Represent yourself or Klahoose First Nation in a truthful way. All statements must be true and not misleading all claims must be substantiated.
- d. The privacy settings on social media sites shall be set to allow only information similar to that displayed on the Klahoose First Nation website.

83.7 Misuse of social media includes but is not limited to:

- a. Comments on any topic related to legal matters, litigation or any parties Klahoose First Nation may be in litigation with.
- b. Participate in Social Media when the topic being discussed may be considered a crisis situation. Even anonymous comments may be traced back to your or Klahoose First Nation's IP address.
- c. Political Lobbying
- d. Defamatory/derogatory comments about management or leadership.

83.8 Any questions or concerns regarding the appropriate use of social media shall be referred to the Administrator.

84.0 Personal Use

- 84.1 Any employee developing content (eg: a web site, blog, or other social media page) that will mention Klahoose First Nation and/or its affiliates shall inform the Administrator. Additionally, the employee shall disclose in said content their identity as an employee of Klahoose First Nation and that the views expressed belong to said employee and do not represent the views of Klahoose First Nation.
- 84.2 Any personal content shall not violate the Confidential Information section of this policy. This includes sharing information about Klahoose First Nation that has not been officially released information that concerns other employees, members, community members, Council, or Klahoose First Nation operations and proprietary Klahoose First Nation information. Employees who disclose confidential information will be disciplined, up to and including immediate termination or legal action.
- 84.3 Klahoose First Nation websites, forums, and social media pages/accounts/groups shall not be used for political lobbying. The sole exception is employees authorized by the Administrator to lobby on behalf of a Klahoose First Nation initiative on a provincial, federal, or international issue. During the Klahoose First Nation election period, candidate platforms will be posted on the Klahoose First Nation website Klahoose First Nation forums and social media pages will be moderated, and lobbying comments will be deleted.
- 84.4 Personal use of social media that is in conflict with this policy will result in disciplinary action up to and including termination of employment or legal action.

PART XVI: PRIVACY AND CONFIDENTIALITY

85.0 Privacy

- 85.1 Klahoose First Nation respects employee and Klahoose First Nation Member needs and legal rights to privacy. Klahoose First Nation is committed to abiding by all relevant legislation pertaining to the protection of personal information.

86.0 Personal Information

- 86.1 Personal information means identifiable information about an individual but does not include work product information or contact information.
- 86.2 Employee personal information means information about the employee that is collected and used to establish, manage or terminate any employment relationship.

87.0 Officer

- 87.1 The Administrator is the Privacy Officer for Klahoose First Nation. Concerns regarding the collection or use of private information, or requests to access personal information kept by Klahoose First Nation, should be forwarded to the Administrator. The Administrator will respond in accordance with the legislative requirements.

88.0 Use of Information

- 88.1 In accordance and compliance with these legislative requirements, Klahoose First Nation will collect, use and disclose personal information and employee personal information only in accordance with generally accepted business practices and for legitimate corporate purposes including, but not limited to establishing, and managing employee relationship with Klahoose First Nation.
- 88.2 No employee of Klahoose First Nation is authorized to release any personal information except in accordance with *PIPEDA or other applicable legislation*. Generally, this means that no employee may release any information without the consent or deemed consent of the individual unless there are extenuating circumstances such as legal requirements or medical emergencies. Personal information must not be released without speaking to the Privacy Officer.

89.0 Access

- 89.1 Subject to some exemptions as set out in privacy legislation, individuals have access to review their personal information as stored by Klahoose First Nation. Individuals wishing to review the personal information collected by Klahoose First Nation, must contact the Privacy Officer. The Privacy Officer shall respond within 30 days.
- a. Klahoose First Nation shall inform the individual how the personal information has been used.
 - b. If an individual is denied access to any information, they will be told why.
 - c. If an individual believes there is any incorrect information about them, they should inform the Privacy Officer.

90.0 Security

- 90.1 Klahoose First Nation is committed to the secure storage of personal information. Only the

Administrator/Human Resources may keep personal files. Those files must be kept in a locked, fire-proof filing cabinet.

91.0 Member Privacy

The confidentiality of Klahoose First Nation Members information is also of prime importance. Employees must abide by Klahoose First Nation privacy. Employees are restricted from accessing any personal information about a Member except for the purposes of fulfilling job duties. Employees also agree that this information will not be released to any other party except for the purpose of fulfilling employment duties. Employees are also required to keep all personal information stored in a secure location.

92.0 Complaints

92.1 Individuals that are not satisfied with the response of the Privacy Officer may send a request to Council to review the response.

93.0 Confidentiality

93.1 During the course of their employment, employees may have access to confidential information of Klahoose First Nation. This confidential information is a valuable and unique proprietary right of Klahoose First Nation. Both during and indefinitely after employment, the employee:

- a. shall not use any confidential information to further any private interest, as a means of making personal gains, or for any other purpose whatsoever
- b. shall not disclose any confidential information to other employees, family members, members of Klahoose First Nation, other First Nation organizations, outside organizations or interest groups, any other person, organization or entity, or the general public, without prior written authorization of the Administrator or a quorum of Council
- c. shall take reasonable precautions to prevent confidential information in their possession or control from being discovered, used or copied by anyone else and
- d. shall hold all confidential matters and information as the sole and exclusive property of Klahoose First Nation.

93.2 Provided that the information is not already public, "confidential information" includes but is not limited to:

- a. all information in respect of clients and Members of Klahoose First Nation, including their names, the services they are accessing, and any information about their finances, health or family
- b. all information about Klahoose First Nation employees other than their names, titles, business address and business telephone numbers
- c. all business activities and transactions, recruitment discussions, funding proposals, employee disciplinary actions, correspondence, conversations, contractual and supplier agreements, and financial information including budgets
- d. all work product in paper, electronic or any other format, generated by the employee in the course of carrying out his or her duties, and whether at the Klahoose First Nation office or at some other location and
- e. any other information the release of which the Administrator or Council believes would be injurious to Klahoose First Nation, or an advantage to any third party

93.3 There are limits to confidentiality. An employee may break confidentiality on issues or

information relating to violent acts, child abuse, elder abuse, threats of imminent harm, or admissions of criminal activities.

- 93.4 Employees with care or control of confidential information in paper or any other form, or on any electronic media, or devices must handle and dispose of these appropriately, so that confidentiality will not ever be breached.
- 93.5 The proper handling and protection of confidential information is applicable both during and after working hours.
- 93.6 Any employee who fails to comply with this confidentiality policy will be subject to discipline up to an including termination of employment or legal action.

PART XVII: RESPECTFUL WORKPLACE

94.0 Definitions

- 94.1 “Harassment” consists of one or more incidents involving comments, advances, or actions of a discriminatory nature concerning a person’s or group’s race, national or ethnic origin, colour, religion, marital status, family status, appearance, physical or mental disability, age, sex, gender identity or expression, genetic characteristics, or sexual orientation.
- 94.2 “Bullying” consists of repeated, persistent, and aggressive behaviour intended to cause fear, distress, or harm to another person's body, emotions, self-esteem, or reputation.
- 94.3 The behavior need not be intentional to be considered Bullying or Harassment and includes (but is not limited to) incidents where:
- a. such conduct reasonably might be expected to cause embarrassment, insecurity, discomfort, offence, or humiliation to another person or group
 - b. submission to such conduct is made either implicitly or explicitly a condition of employment
 - c. submission to or rejection of such conduct is used as basis for any employment decision including, but not limited to, matters of promotion, raises in salary, job security or benefits affecting the employee or
 - d. such conduct has the purpose or the effect of interfering with the person’s work performance or creating an intimidating, hostile or offensive work environment.
- 94.4 “Sexual Harassment” is any unsolicited conduct, comment, or physical contact of a sexual nature that is unwelcome by the recipient. Sexual Harassment may be overt or subtle and need not be intentional to be considered Sexual Harassment.
- 94.5 Bullying and Harassment, including Sexual Harassment, includes verbal, visual, physical, and other “innuendo” conduct. While not an exhaustive list, Bullying and Harassment, including Sexual Harassment, may include:
- a. Abuse or threats (written or verbal)
 - b. Unwelcome remarks, jokes, innuendos or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion, etc.
 - c. Displaying of pornographic, racist or other offensive or derogatory pictures
 - d. Practical jokes which cause awkwardness or embarrassment
 - e. Unwelcome invitations or requests; whether indirect or explicit, or intimidation
 - f. Leering or other gestures
 - g. Condescension which undermines self-respect
 - h. Vandalizing personal belongings
 - i. Spreading malicious rumours
 - j. Unnecessary physical contact such as touching, patting, pinching, punching
 - k. Physical or sexual assault

95.0 Policy

- 95.1 Bullying and Harassment is not acceptable or tolerated in the Klahoose First Nation workplace.

96.0 Klahoose First Nation Duties

- 96.1 Klahoose First Nation has a duty to ensure the health and safety of its Workers, and as a result, shall take all reasonable steps to prevent where possible, or otherwise investigate and take corrective action for any instances of, workplace Bullying and Harassment. Workplace Bullying and Harassment can lead to injury, illness or death.

97.0 Worker's Duties

- 97.1 A Worker has a duty to take reasonable care to protect their own health and safety and that of other Workers, and as a result, a Worker must take all reasonable steps to prevent where possible, or otherwise report, workplace Bullying and Harassment. Workplace Bullying and Harassment can lead to injury, illness or death.
- 97.2 A Worker's obligation to take reasonable care to protect the health and safety of themselves or others includes:
- a. not engage in the Bullying and Harassment of other Workers
 - b. report any Bullying and Harassment which they either observe or experience and
 - c. apply and comply with Klahoose First Nation policies and procedures on Bullying and Harassment.
- 97.3 Bullying and Harassment behaviour, whether to a fellow Worker or to Klahoose First Nation stakeholders, is considered just cause for dismissal

98.0 Allegation of Harassment by an Outside Party

- 98.1 Workers who believe that they have a complaint of bullying or harassment relating to the conduct of someone who is not employed by Klahoose First Nation but who attends at the Worker's place of work, may approach the Administrator or Council to request assistance in resolving the matter.
- 98.2 The investigation principles set out herein shall apply.
- 98.3 Klahoose First Nation shall, if the matter cannot be resolved, require that the alleged perpetrator not attend at the work premise of the complainant.

99.0 Employee Rights

- 99.1 This policy does not preclude an employee from filing a complaint under any applicable Human Rights legislation.

100.0 Reporting Procedures

- 100.1 Workers are encouraged to first tell the offender that the behaviour is unwelcome and ask them to stop. If the behaviour persists, or if the Worker feels unsafe to resolve the matter directly, Workers are encouraged to use the reporting procedures in this policy to report any incidents or complaints of Bullying and Harassment.
- 100.2 How to report: Workers of the Klahoose First Nation can report incidents or complaints of workplace Bullying and Harassment verbally or in writing. When submitting a written complaint, please use the workplace Bullying and Harassment complaint form in Appendix

VIII. When reporting verbally, the reporting contact, along with the complainant, will fill out the complaint form.

- 100.3 When to report: Incidents or complaints should be reported as soon as possible after experiencing or witnessing an incident. This allows the incident to be investigated and addressed promptly.
- 100.4 Reporting contact: Incidents or complaints shall be reported to the Administrator.
- 100.5 Alternate reporting contact: If the Administrator or a Councilor is the alleged perpetrator or alleged target, the complainant shall report to the Chief. If the Chief is the alleged perpetrator or alleged target, the complainant shall report to a Council Member.
- 100.6 The reporting contact shall respond in writing to the complainant within 10 business days acknowledging the receipt of the complaint. In the case of a verbal report (see 100.2), the complainant and the reporting contact shall both sign the complaint form.
- 100.7 What to include in a report: Provide as much information as possible in the report, such as
- a. the names of people involved, including any witnesses,
 - b. where the events occurred,
 - c. when they occurred, and
 - d. what behaviour and/or words led to the complaint.
- Attach any supporting documents, such as emails, handwritten notes, or photographs. Physical evidence, such as vandalized personal belongings, can also be submitted.
- 100.8 Reports of Bullying and Harassment shall be made in good faith. Reprisals against Workers who report Bullying and Harassment shall be investigated and may lead to disciplinary action up to and including termination of employment.
- 100.9 Klahoose First Nation will take appropriate action to safeguard its Workers against the effects of unfounded or malicious allegations of abuse, bullying, harassment, or discrimination. If there is evidence of false, frivolous, vindictive, or vexatious claims, this may lead to disciplinary action up to and including termination of employment.

101.0 Investigation Procedures

- 101.1 All reports of Bullying and Harassment will be taken seriously, and any Worker accused of Bullying or Harassment will be subject to an immediate investigation.
- 101.2 Most investigations at Klahoose First Nation will be conducted internally. In complex or sensitive situations, an external investigator might be hired. Investigations will:
- a. be undertaken promptly and diligently, and be as thorough as necessary, given the circumstances
 - b. be fair and impartial, providing both the complainant and alleged perpetrator equal treatment in evaluating the allegations
 - c. be sensitive to the interests of all parties involved, and maintain confidentiality
 - d. be focused on finding facts and evidence, including interviews of the complainant, alleged perpetrator, and any witnesses
 - e. incorporate, where appropriate, any need or request from the complainant or alleged perpetrator for assistance during the investigation process

101.3 What will be included

Investigations will commence within 10 business days of the acknowledgement of the complaint and include interviews with the alleged target, the alleged perpetrator, and any witnesses. If the alleged target and the alleged perpetrator agree on what happened, then Klahoose First Nation will not investigate any further, and will determine what corrective action to take, if necessary.

In instances that require further investigation, the investigator will also review any evidence, such as emails, handwritten notes, photographs, or physical evidence such as vandalized objects.

101.4 Reasonable efforts shall be made to maintain the confidentiality of allegations of bullying and harassment made according to this policy, except where disclosure is required:

- a. to protect the safety of an individual; or
- b. by law; or
- c. to comply with professional reporting obligations.

101.5 A complete confidential file shall be kept on the matter. Investigation reports will be included in an employee's personnel file. If the claim is found to have no merit, the report will be removed from the employee's personnel file.

101.6 Roles and Responsibilities

The Administrator is responsible for ensuring workplace investigation procedures are followed. If the Administrator is the alleged bully or alleged target, the Chief will be responsible for ensuring the workplace investigation procedures are followed.

Workers are expected to cooperate with investigators and provide any details of incidents they have experienced or witnessed.

The Administrator shall conduct investigations and implement appropriate recommendations. If the Administrator is the alleged perpetrator or alleged target, the Chief will conduct investigations and provide a written report with conclusions to Council. If a Council Member is the alleged perpetrator, the remainder of Council will appoint an investigator (either internal or external).

At the discretion of the Administrator (or Council as appropriate), external investigators may be hired to conduct investigations and provide a written report with conclusions and recommendations.

101.7 Follow-up

Investigations will be concluded and recommendations for resolution or corrective action submitted to the Administrator (or Council as appropriate) within 30 days. This timeline is subject to extension, with written notice, by the investigator or investigation team.

The alleged perpetrator and alleged target will be advised of the investigation findings by the Administrator (or Council as appropriate) if the investigations have been conducted internally or by the Administrator (or Council as appropriate) in collaboration with the external investigators if external investigators have been hired.

Following an investigation, the Administrator will review and revise workplace procedures as necessary to prevent any future Bullying and Harassment incidents in the workplace. Appropriate corrective actions will be taken within the timeframe recommended by the investigation team, or in crisis circumstances, at the discretion of the Administrator (or Council as appropriate). In appropriate circumstances, Workers may be encouraged to seek medical

advice or other community resources that may assist them to deal with this situation.

101.8 Record-keeping requirements

Klahoose First Nation expects that Workers will keep written accounts of incidents to submit with any complaints. Klahoose First Nation will keep a confidential written record of investigations, including the findings. (Appendix VIII – Respectful Workplace)

PART XVIII: GENERAL POLICIES AND PROCEDURES

102.0 Representing Klahoose First Nation

- 102.1 Employees will not give interviews to any media without the prior approval of the Administrator.
- 102.2 Employees will not purport to represent Klahoose First Nation, or sign documents on behalf of Klahoose First Nation, without prior authorization from their supervisor or the Administrator, as the case may be.
- 102.3 All employees will keep their workstations neat and tidy and will return equipment to its proper place when they are finished with it, or at the end of the day.

103.0 Restricted Areas and Entry After Hours

- 103.1 In the interest of safety and security, all employee workstations and equipment are restricted to authorized personnel only.
- 103.2 Unauthorized persons are not permitted at the Klahoose First Nation administration office outside of normal working hours.

104.0 No Smoking Policy

- 104.1 Smoking or vaping tobacco or other substances is not permitted in the administration office, in any Klahoose First Nation community buildings, within three metres from a doorway, window or air intake of an indoor workplace, or in designated non-smoking areas.

105.0 Use and Care of Klahoose First Nation Property, Equipment and Vehicles

- 105.1 Use of Klahoose First Nation property, equipment or vehicles for personal use is not permitted, and will lead to immediate disciplinary action, up to and including termination.
- 105.2 If an employee needs to take Klahoose First Nation property or equipment to work off- site, the employee will
 - a. get the prior written approval of the appropriate supervisor and
 - b. log the equipment or property out and return it and log it in within the specified timeframe.
- 105.3 It is the responsibility of each employee to understand the operation and basic maintenance of equipment that is required to perform routinely assigned duties.
- 105.4 If an employee finds that a piece of equipment is not working properly or appears unsafe, the employee
 - a. will immediately notify the appropriate Program Manager and
 - b. will not start, operate, or make any modifications to the equipment.
- 105.5 If an employee is authorized to use a Klahoose First Nation vehicle for Klahoose First Nation business, then the employee will
 - a. hold a valid BC driver's license in the category required to operate the vehicle
 - b. provide a recent copy of the employee's driver's abstract
 - c. at Klahoose First Nation's expense, follow the manufacturer's maintenance and oil change schedules to protect the validity of the warranty
 - d. not allow unauthorized persons to operate or ride in the vehicle and

- e. be responsible for all fines and traffic violations incurred by the employee.

106.0 Employee Use of Personal Vehicles

- 106.1 If a Program Manager or the Administrator authorizes an employee to use their own vehicle for approved Klahoose First Nation business,
 - a. Klahoose First Nation will reimburse the employee, at the rate set in the Travel Policy as amended from time to time, for each kilometre traveled for Klahoose First Nation business, or other rate as prescribed from time to time by the Administrator, which will be considered full and complete compensation for all of the employee's costs in operating the vehicle while on approved Klahoose First Nation business
 - b. improper or excessive claims for reimbursement for mileage will result in disciplinary action, up to and including termination
 - c. it is the employee' s responsibility to ensure that they have adequate insurance and
 - d. the employee will be responsible for all accidents, fines, lost keys and traffic violations.

PART XIX: VIOLATION AND SEVERABILITY

107.0 Violation and Severability of Terms

- 107.1 All employees are bound by and will abide by the terms of this Policy, or will be subject to disciplinary action, up to and including termination.
- 107.2 The Administrator, or in the case of the Administrator, a quorum of Council, reserves the right to interpret the terms of this Policy,
- 107.3 If any provision of this Policy is held to be invalid by a court of competent jurisdiction, the invalid portion will be severed from the remainder of the Policy, and the decision will not affect the validity of the remainder of the Policy

PART XX: APPENDICES

Appendix I: Organizational Chart

CURRENTLY BEING DEVELOPED

Please contact the Administrator with any questions or concerns

Appendix III: Salary Guidelines

CURRENTLY BEING DEVELOPED

Please contact the Administrator with any questions or concerns

Appendix IV: Training Request Form

Your request for authorization to attend external training sessions and courses, including fees and expenses reimbursement and time away from work must be submitted to, and approved in advance by, your immediate Supervisor or his/her designate.

Employee Information

Name: _____ Today's Date: _____
Number of Days Requested: _____
Starting on: _____ Ending on: _____
I will return to work on: _____

Course Information

Name of Course: _____ Course Dates: _____
Course offered by: _____ Delivery Location: _____
Brief Summary of Course Content (attach a course description):

Purpose of Training

How will this training benefit you and/or Klahoose First Nation?

Employee Certification

I am requesting:
 Time away from work: ___ Days
 Reimbursement for Course Fees in the amount of : \$
 Travel or other Expenses: (Be specific)

I understand that attendance at training session and time away from work is subject to written approval from my Supervisor.

Employee Signature: _____ Date: _____

Approval

Approved:
 Yes
 No

Before authorizing employee's attendance at training, Supervisor shall ensure appropriate service coverage can be maintained.

Supervisor Signature: _____ Date: _____

Appendix V: Code of Conduct

Code of Conduct – Employee

As an employee, committee member or official representative of Klahoose First Nation, I hereby agree to become familiar with the Klahoose First Nation Policies. I agree to fulfill my delegated duties to the best of my abilities and abide by the policies of the Nation and my department. I hereby also agree to abide by the following Code of Conduct.

1. I will carry out the duties of my position conscientiously, loyally, and honestly, remembering that my primary work task is to serve my employer and act in the interests of Klahoose First Nation membership.
2. In my actions and words, I will promote and uphold the integrity and dignity of Klahoose First Nation and its policies, programs, government and employee.
3. I will not give out official or confidential information acquired on the job unless the release of such information has been authorized by Council or a duly authorized Official.
4. I will use information obtained while carrying out my delegated duties for the intended purpose only and not for my own personal gain or interests.
5. If my employment or official representation and private interests constitute an actual or perceived conflict of interest, I will declare this to the Administrator or Council who will direct and advise in which manner this may be addressed. (See Conflict of Interest policy).
6. I will be prompt, courteous, and temperate in the performance of my duties and responsibilities.
7. I will find ways of doing my work more efficiently, effectively, and economically.
8. I will be courteous and polite in dealing with fellow employees, members, general public and Council.
9. As an employee, I will follow instructions conscientiously, be cooperative with my supervisors and co-workers, and work as a team member with other Klahoose First Nation employees.
10. I will disclose any employment relationships with third parties to the Administrator.
11. I will disclose any fees, gifts, or other benefits offered to me by virtue of my position in accordance with the Financial Administration By-law and the Gifts Policy.
12. During my hours of employment, I will work solely on my job duties and responsibilities.
13. Within my areas of responsibility, I will recommend changes of policy, priorities, or procedures, when I believe that such changes would help to meet the objectives of my department or Klahoose First Nation.
14. I will show respect for the authority and jurisdictional structures of Council and administration.
15. I will continually work towards self-improvement and professional development, through self-evaluation, and availing myself of available literature, upgrading and training, when opportunities arise.

16. As an employee, I will be on the job punctually each day, unless there is a valid reason for absence or lateness, in which case I will contact my immediate supervisor or the Administrator at the start of each working day, and provide an indication of when I expect to return to work.
17. I will attend all meetings, workshops, conferences in their entirety, assigned to me as an official delegate of Klahoose First Nation, and will formally report back to my Supervisor and/or Council as required.
18. I will dress appropriately for my position, as I understand that the appearance of Klahoose First Nation employees or representatives reflects on Klahoose First Nation as a whole.
19. I will use equipment, property, or supplies which are owned or rented by Klahoose First Nation for authorized purposes only, will use such equipment with care, and will report any maintenance required to an appropriate employee.
20. As an employee, I will not criticize other employees or the policies of Council or individual departments. If I feel changes would be advisable, I will provide constructive suggestions and/or recommendations through proper procedures and seek to make the workplace as harmonious as possible.
21. I will attempt to communicate openly with other employee and seek to settle any internal differences in a respectful cooperative and constructive manner.
22. I understand my relationship with Council as a Klahoose First Nation employee to be as follows:
 - a. Council will request my attendance at a Council meeting if my presence is required
 - b. I will present job-related information to Council at the request of the Administrator
 - c. if I wish to address Council on matters not related to my job, I will request time off from work to do so if required.

Read, understood and acknowledged:

(Signature of employee)

(For Klahoose First

Nation)

Dated this _____ day of _____, 20__.

Code of Conduct – Council

As a Councillor of Klahoose First Nation, I hereby agree to become familiar with the policies. I agree to fulfill my delegated duties to the best of my abilities and abide by the policies of Klahoose First Nation. I hereby also agree to abide by the following Code of Conduct.

1. I will carry out the duties of my position conscientiously, loyally, and honestly, remembering that my primary work task is to serve Klahoose First Nation membership.
2. In my actions and words, I will promote and uphold the integrity and dignity of Klahoose First Nation and its policies, programs, government and employee.
3. I will not give out official or confidential information acquired on the job unless the release of such information has been authorized by Council or a duly authorized Official.
4. I will use information obtained while carrying out my delegated duties for the intended purpose only and not for my own personal gain or interests.
5. If my Council position and private interests constitute an actual or perceived conflict of interest, I will declare this to Council who will direct and advise in which manner this may be addressed. (See Klahoose First Nation Conflict of Interest policy).
6. I will be prompt, courteous, and temperate in the performance of my duties and responsibilities.
7. I will find ways of doing my work more efficiently, effectively, and economically.
8. I will be courteous and polite in dealing with employees, Klahoose First Nation Members, general public and Council.
9. I will follow instructions conscientiously, be cooperative with the other members of Council, and work as a team member with Klahoose First Nation employees.
10. I will disclose any employment relationships with third parties to the Administrator through the annual Conflict of Interest Disclosure.
11. During my hours of employment, I will work solely on my job duties and responsibilities.
12. Within my areas of responsibility, I will recommend changes of policy, priorities, or procedures, when I believe that such changes would help to meet the objectives of Klahoose First Nation.
13. I will show respect for the authority and jurisdictional structures of Council and administration.
14. I will continually work towards self-improvement and professional development, through self-evaluation, and availing myself of available literature, upgrading and training, when opportunities arise.
15. I will attend all meetings, workshops, conferences in their entirety, assigned to me as an official delegate of Klahoose First Nation, and will formally report back to Council as required.
16. I will dress appropriately for my position, as I understand that the appearance of Klahoose First Nation employees or representative reflects on Klahoose First Nation as a whole.
17. I will use equipment, property, or supplies which are owned or rented by Klahoose First Nation for authorized purposes only, will use such equipment with care, and will report any maintenance required to an appropriate employee.

18. I will disclose any fees, gifts, or other tangibles offered to me by virtue of my position in accordance with the Financial Administration By-law and the Gifts Policy.
19. As a Counselor, I will not criticize other Councillors, Klahoose First Nation employees or the policies of the Council or individual departments. If I feel changes would be advisable, I will provide constructive suggestions and/or recommendations through proper procedures and seek to make the workplace as harmonious as possible.
20. I will attempt to communicate openly with other Councillors and seek to settle any internal differences in a respectful cooperative and constructive manner.

Read, understood and
acknowledged:

(Signature of Klahoose First Nation Councillor)

(For Klahoose First Nation)

Dated this _____ day of _____, 20__.

Appendix VI: Oath of Confidentiality

Oath of Confidentiality – Employee

I, _____ affirm that I will faithfully carry out my duties as an employee of Klahoose First Nation and will refuse to disclose, without due authority, any confidential information which may be disclosed or made known to me by reason of my employment with Klahoose First Nation, except those matters as I may be required to communicate in order to properly carry out my duties.

I agree and accept full responsibility that if my actions are contrary to the above, I will receive a verbal warning, or written warning, or my employment with Klahoose First Nation can be “terminated without notice” by the Klahoose First Nation Administrator or a quorum of Council.

Signature of Employee

Witness for Klahoose First Nation

Dated this _____ day of _____, 20__ .

Oath of Confidentiality – Council

I, _____, affirm that I will faithfully carry out my duties as a Councillor of Klahoose First Nation and will refuse to disclose, without due authority, any confidential information which may be disclosed or made known to me by reason of my position with Klahoose First Nation, except those matters as I may be required to communicate in order to properly carry out my duties.

I agree and accept full responsibility that if my actions are contrary to the above, I will be censured by the Council of Klahoose First Nation.

Signature of Councillor

Witness for Klahoose First Nation

Dated this _____ day of _____, 20__ .

Appendix VII: Conflict of Interest Disclosure

Conflict of Interest Disclosure – Council

Name: _____

Klahoose First Nation Position: _____

Other employers (if applicable): _____

Spouse (including common law): _____

Spouse's employer: _____

Children under 18 (including those for whom you or your spouse are a guardian):

Other dependents: _____

Private Interests
Property owned by Council Member, spouse, or dependants (including Certificates of Possession or traditional land supported by BCR):
Names of all corporations, proprietorships, partnerships, or other organizations the Council Member, spouse, or dependants have interest in (shareholder, member, director, officer, financial interest)
Any other potential Conflicts of Interest:

I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed, and agree to abide by, the Conflict of Interest Policy of Klahoose First Nation.

Signature: _____ Date: _____

This form must be completed by the Council Member

- a. within thirty (30) days of being elected to Council
- b. as soon as practical after a material change in the information previously disclosed and
- c. on April 15 of each year that the Council Member holds office.

Conflict of Interest Disclosure – Employee

I _____ have reviewed the Conflict of Interest Policy in detail, I understand and I agree to comply fully with the policy and procedures at all times during my service to Klahoose First Nation. I understand that if I breach this Policy, I may be subject to disciplinary action up to and including termination.

If I become aware of any actual or potential conflicts of interest at any time following the submission of this form, or if the information provided below becomes inaccurate or incomplete, I will promptly notify the Administrator, in the case of the Administrator, a quorum of Council.

Please describe below any relationships, transaction, positions you hold (including volunteer), or circumstances that you believe could contribute to a conflict of interest:

- I have no conflict of interest to report.
- I have the following conflict of interest to report (please list below all corporations, proprietorships, partnerships, or other organizations you or your spouse/dependants have interest in as a shareholder, member, director, officer, or other financial interest all outside remunerative or volunteer work or you or your spouse/dependants)

Signature

Date

Conflict of Interest Disclosure – Meeting / Decision

Date: _____

Name: _____

Position: _____

Transaction / Decision / Matter:

Details of real or perceived conflict of interest, including nature and extent:

Signature of individual declaring conflict of interest: _____

Decision of Administrator or Quorum of Council:

- The individual is in a position of conflict of interest and may not be involved in this transaction, decision or matter.
- The individual is not in a position of conflict of interest and may be involved in this transaction, decision or matter.
- The individual is in a position of conflict of interest which has been investigated and it has been determined that the individual may be involved in this transaction, decision or matter (explain below).

Additional Details

Signature of Administrator or Chief/Chair: _____

Include this declaration in the minutes of the meeting.

Appendix VIII: Respectful Workplace

Bullying and Harassment – Complaint

Name and contact information of complainant:

Name(s) of alleged bully or bullies:

Personal statement (use additional pages as required)

Please describe in as much detail as possible the Bullying and Harassment incident(s), including:

1. the names of the parties involved
2. any witnesses to the incident(s)
3. the location, date, and time of the incident(s)
4. details about the incident(s) (behaviour and/or words used)
5. any additional details that would help with an investigation

Attach any supporting documents, such as emails, handwritten notes, or photographs. Physical evidence, such as vandalized personal belongings, can also be submitted.

Signature of Complainant: _____

Bullying and Harassment – Investigation

Name of complainant	
Name of respondent/alleged bully	
Date	Location
Name of investigator	

Person interviewed	Other people involved (e.g., alleged bully, witnesses)	Description of the situation (dates, words, actions, etc.) and impact (e.g., humiliated, intimidated)

Based on the investigation, did workplace Bullying or Harassment occur?

Yes No

Reason(s) for this conclusion

Appendix IX: Declaration of Understanding

My signature below indicates that I have received a copy of the Klahoose First Nation Personnel Policy.

I have read and been informed about the content, requirements, and expectations of the policy for employees at Klahoose First Nation. I have received a copy of the policy and agree to abide by the policy guidelines as a condition of my employment and my continuing employment at Klahoose First Nation.

I understand that if I have questions, at any time, regarding the Personnel Policy, I will consult with my immediate supervisor or the Administrator.

I also understand that Klahoose First Nation may revise, supplement, or rescind policies, procedures or benefits described in this policy manual.

Please read the Klahoose First Nation Personnel Policy carefully to ensure that you understand the policy before signing this document.

Employee Signature: _____

Employee Printed Name: _____

Witnessed by: _____

Date: _____

REVIEWED & RECOMMENDED

Dated this 21st day of October, 2020

APPROVED BY:

Chief Kevin Peacey

Councillor Billy Barnes

Councillor Steven Brown

Councillor Helen Hanson

Councillor Michelle Robinson