



**TSARTLIP FIRST NATION**  
**HUMAN RESOURCE MANUAL**

**AUTHORIZATION**

<b>APPROVED</b>	Chief and Council
<b>REVIEWED BY</b>	Human Resources
<b>AS AMENDED</b>	
<b>DATE</b>	July 22, 2024

## ADOPTION OF THE HUMAN RESOURCE MANUAL

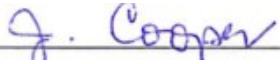
The Council of the Tsartlip Nation (Tsartlip) adopts the following Human Resource (HR) Manual on the 22nd day of July, 2024. This manual is to be implemented under the direction of Council. It is the responsibility of the Administrator to apply, enforce, review, and propose update of the manual as required. Changes to the HR Manual requires the approval of Council. The Administrator may make changes to the procedures located in this HR Manual and will ensure any such change is consistent with the HR Manual.



Chief Don Tom



Councillor Lawrence Bartleman



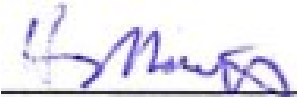
Councillor Jeanine Cooper



Councilor Gordon Elliott



Councillor Verna Ellsworth



Councillor Howard Morris



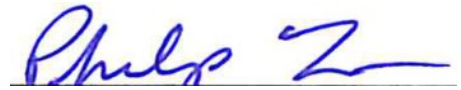
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## **Section 1 TSARTLIP VALUES, TRADITIONS AND HISTORY**

### **1.1 Á,LEÑENEÇ ŁTE – our Homeland**

The WŚÁNEĆ People are Salt Water People. The Sea was very important to our way of life. Traditionally the WŚÁNEĆ People had homes throughout the San Juan Islands and on the east and north coasts of the Saanich Peninsula.

Our land went east through the Gulf Islands and San Juan Islands and northeast across Georgia Strait to Boundary Bay. Our territory included the Saanich Inlet and deep into the forest lands on its west side. On the Saanich Peninsula itself, our land went south as far as PKOLS (Mount Douglas), and from there across to WQENNELEŁ (Mt. Finlayson) and SELEKTEŁ (Goldstream).

WŚÁNEĆ (Saanich Peninsula) was the headquarters because this is where the WŚÁNEĆ People built their permanent winter homes.

### **1.2 Mission, Vision, Values**

**Mission:** To promote and maintain a healthy, safe, and thriving community that is grounded in our traditional laws, language, and culture.

**Vision:** Tsartlip is a community of strong, independent people who have built a self-sufficient Nation that thrives in harmony with the WŚÁNEĆ culture, lands, and waters to which we belong.

**Values:** Accountability, Growth, and Traditionalism.

### **1.3 Definitions**

**“Acting Supervisor”** means an individual appointed by the Supervisor to temporarily replace the Supervisor while they are on vacation or on other extended leave. The individual possesses the necessary competencies to perform some of the day to day activities of the Supervisor in their absence.

The Acting Supervisor who is replacing the Administrator does not have financial authority to make or sign off on purchases normally made by the Administrator unless authorized by the Administrator.

The Acting Supervisor who is not currently a Supervisor does not have any financial authority and may not make or sign off on purchases normally made by the Supervisor unless authorized by the Administrator.

The Acting Supervisor may not approve employee leave unless authorized by the Administrator.

**“BCNU collective agreement”** refers to employees covered under the collective agreement between the Tsartlip First Nation and The British Columbia Nurses’ Union. Where there are differences between this Manual and the collective agreement, the collective agreement will prevail for those employees covered by it.

**“Child”** means a biological child; an adopted child, whether by law or by custom; a stepchild; a foster child, or a child for whom a person has guardianship.

**“CLC”** means *Canada Labour Code*

**“COLA”** means a cost-of-living adjustment. COLA is a compensation increase that corresponds to a rise in the cost of living/inflation.

**“CRC”** means criminal record check.

**“Criminal record check”** means a criminal record check of a person’s criminal history conducted either by the RCMP or the Ministry of Public Safety and Solicitor General (Health and Social Department employees only).

**“Critical Illness Leave”** means leave to an employee who is a family member of a critically ill child or adult whose health has changed and whose life is at risk as a result of an illness or injury.

**“Death or Disappearance Leave”** means leave to an employee whose child is under 18 years of age and has disappeared or died as a result of a probable crime under the Criminal Code.

**“Employee”** refers to:

**“Probationary”** employees are hired but have not yet completed their designated probationary period as set out in Section 4.7.

**“Regular Full-time”** employees are hired on a permanent basis for an ongoing position, on a regularly scheduled basis and work an average of thirty-five (35) hours per week.

**“Regular part-time”** employees are hired for less than full time hours.

**“Fixed term”** employees are hired for a specific period of time to work on a specific project or activity. The agreement is not ongoing and typically these employees are not entitled to vacation accrual, medical leave or health benefits.

**“On Call or Casual”** employees are employees whose hours of work are not regular and change as per the employer’s need or who works only on an as and when required basis and only when contacted by Tsartlip. Weekly shift hours may be given in advance. On Call employees are not entitled to vacation accrual, medical leave or extended health or pension benefits.

**“Employer”** means Tsartlip Nation.

**“Extended Health Benefit and Pension Administrator”** means the Tsartlip employee who enrolls all eligible employees to the plans, distributes plan information and maintains employee information in the personnel files.

**“First Nations”** means Indian, Inuit or Métis.

**“First Nations Community Government”** means an Indian Band Council duly constituted under the federal Indian Act or a First Nations, or Métis governing body authorized under the terms of a treaty duly ratified by the provincial and/or federal governments or federal legislated self-government arrangements.

**“Harassment”** means any conduct, comment, gesture or contact that:

- a) Is based on a prohibited ground of discrimination under the CHRA, and
- b) Has the intent or effect of unreasonably interfering with an employee’s work performance;
- c) Is likely to cause offence or humiliation to any employee, or
- d) Creates an intimidating, hostile or offensive workplace.

**“Health and Safety Committee”** means a group of worker and management representatives that meet on a regular basis to discuss safety issues within the organization, and make recommendations regarding safety in the workplace.



**“Hiring Committee”** means the committee comprised of Personnel Committee members, Tsartlip community members, the hiring Supervisor, and Human Resources. The minimum number of people on the hiring committee will ideally be three (3) with at least one Tsartlip community member.

Hiring committees are as follows:

for the Administrator position will include:

- a) A quorum of Chief and Council;
- b) At least one member of the Personnel Committee
- c) Human Resources; and
- d) An Elder or Tsartlip community member.

for a Supervisor position will include:

- a) The Administrator;
- b) At least one Supervisor;
- c) At least one member of the Personnel Committee;
- d) Ideally one Tsartlip community member;
- e) Human Resources.

for all other positions will include

- a) The hiring Supervisor; and
- b) At least one member of the Personnel Committee;
- c) Ideally one Tsartlip community member;
- d) Human Resources.

**“HR Manual”** means Human Resource Manual.

**“Human Resources”** means the person responsible for managing the concerns and needs that relate to the employees of the Tsartlip First Nation.

**“Immediate Family”**

- Means in respect of an employee, in relation to Employment, Dispute Resolution, and Bereavement and Funeral Leave: spouse (including common-law partner), the employee’s mother and father and the spouse or common-law partner of the mother or father; employee’s children including adopted children and the children, including adopted children of the employee’s spouse or common-law partner; the employee’s grandchildren, brothers and sisters, grandfather and grandmother, aunt and uncle, and first cousins; the spouse’s or common-law partner’s father and mother and their spouse or common-law partner; any relative of the employee who resides permanently with the employee or with whom the employee permanently resides. In addition, for the purposes of Bereavement leave the spouse or common-law partner’s grandchildren, brothers and sisters, grandfather and grandmother, aunt, and uncle.
- Means in respect of an employee, in relation to Compassionate Care Leave: please see Appendix D.
- Means in respect of an employee, in relation to Medical Leave: spouse (including common-law partner) and the employee’s dependent children and the dependent children of the employee’s spouse or common-law partner; or any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

**“Interim”** means an employee assumes full responsibility for a position that is vacant.

**“Overtime”** means work performed in excess of eight (8) daily hours or forty (40) weekly hours -

“Straight-time rate” means the hourly rate of pay.

“Time and one-half” means one and one-half time (1½ x) the straight-time rate of pay.

“Double time” means two times (2 x) the straight-time rate of pay.

**“Personnel Committee”** means the committee comprised of elected members of Council who participate in the hiring process.

**“Personnel File”** means records that contain information on an employee’s hiring, job duties, compensation, work performance, benefits, and general employment history.

**“Plan Administrator”** means the Tsartlip employee who orients employees to the Extended Health Benefits and Pension plans as well as enrolling, updating and terminating plan members.

**“Supervisor”** means:

- a) For an employee – the employee’s Administrator, Director, Manager or Chief Financial Officer;
- b) For the Manager – the Director;
- c) For the Director or Chief Financial Officer– the Administrator;
- d) For the Administrator – the Chief and Council for administrative direction.

**“Tsartlip”** means Tsartlip First Nation.

**“Tsartlip First Nation”** means the Employer.

**“Vulnerable person”** means any person in need of special care, support, or protection because of age, disability, or risk of abuse and neglect.

**“Workplace”** means any area where an employee is making a delivery for the employer, any location where an employee is providing a service under the employer’s direction, and any mode of transportation (e.g. train, plane) where the employee is traveling in the course of business. It does not include parking lots not controlled by the employer, modes of transportation for employees travelling outside working hours (e.g. going to or from work), or locations hosting non-mandatory recreational activities sponsored by the employer, such as a company picnic.

## **Section 2 ORGANIZATION CHART**

Human Resources will prepare an organization chart, recommend it to Council for approval and ensure the document is kept current. The organization chart is available for viewing on the Tsartlip website.

## **Section 3 LEGISLATION, PURPOSE, DISTRIBUTIONS AND RESPONSIBILITIES**

### **3.1 HR Manual Purpose and Design**

The goal of the HR Manual is to provide a set of guidelines for human resource management at Tsartlip. Within this HR Manual, individual Sections will assist employees with their operational duties and responsibilities in achieving the mission of Tsartlip.

As a guide for both the employer and employee, the purpose of the HR Manual is to establish fair and consistent workplace policies pertaining to employment practices and employee performance.

All directives in this HR Manual apply all employees unless otherwise specified in this manual. Where there are differences between this Manual and the BCNU collective agreement, the collective agreement will prevail for those employees covered by it.

All employees must:

- Familiarize themselves with this HR Manual in its entirety;
- Adhere to the directives contained herein, and any future updates that are issued.

### **3.2 Policy and Procedure Reviews and Amendments**

This Policy and any supporting Procedures will be formally reviewed no more than five (5) years from its date of approval.

### **3.3 Manual Distribution and Access**

All existing employees will be provided with an electronic copy of this manual. Existing employees are required to confirm receipt of the manual and that they have read and understand its contents (Appendix E).

New employees will be provided with an electronic copy of this manual along with their employment agreement prior to commencing work at Tsartlip. New employees must return both their signed employment agreement and Appendix E from this manual prior to commencing work at Tsartlip.

A copy of this HR Manual will also be placed in the shared drive on the server and on the Tsartlip website.

### **3.4 Roles and Responsibilities**

#### **Employee's Responsibility**

It is the responsibility and duty of every Tsartlip employee to be accountable to the people they serve, to their profession, and to society in general. This accountability is achieved by adherence to Tsartlip's mission, purpose, and standard practices.

Every employee should have strong organizational awareness about how Tsartlip works and its associated organizational policies.

## **Section 4 EMPLOYMENT**

Please refer to the Hiring Policy (HR-001) for details.

The Administrator is responsible for all final Tsartlip employee hiring and Human Resources management with respect to existing positions.

All considerations of employment and promotion will be made in a transparent, fair and consistent manner.

Tsartlip does not discriminate in its recruitment, hiring, and promotion, including, but not limited to, discrimination based upon race, national or ethnic origin, color, religion, age, sex, marital status, family status, political beliefs, economic status, disability, pardoned conviction, or sexual orientation.

### **4.1 Job Descriptions**

New employees and employees transferred into a new position will receive a copy of the job description for their position.

### **4.2 Recruitment**

#### **New positions**

A job description and completed staff requisition form for all new positions will be presented to and approved by a quorum of Chief and Council before they are posted.

#### **Staff requisitions**

Before positions are posted, the hiring Supervisor will ensure that a job description has been prepared and attached to a completed Staff Requisition form for processing and approval.

## **Job postings**

Job vacancies, regardless of their classification, will be posted internally to all existing employees and members and externally for a minimum of ten (10) working days.

The Administrator has the sole authority to approve postings.

## **Hiring**

Although Tsartlip is committed to recruiting and selecting individuals who are the most qualified to perform the requirements of each position available they support the preferential treatment of First Nations persons as it relates to hiring, promotion, training and lay-off. Candidates for job vacancies may be from existing employees or from outside sources. Where qualifications are deemed equivalent, preference will normally be given in the following order: internal candidates, Tsartlip members, members of the WSÁNEĆ Nations, other First Nations ancestry; and non-First Nations applicants.

### **4.3 Screening of Applicants**

The initial screening of applicants will be based on the education and experience requirements of the job description.

Only applicants selected for an interview will be notified if they were not successful in getting the position.

All Tsartlip members who apply will be considered and if deemed unqualified will be offered feedback from the Hiring Committee.

### **4.4 Selection of Employees**

Recruitment of employees will be done by the Hiring Committee outlined in the definitions section.

Members of the Hiring Committee who are deemed an Immediate Family member of an applicant cannot participate in the entire interview process. Participation in the interview process could represent a conflict of interest or create the reasonable perception of a conflict of interest.

Hiring Committee members will interview applicants who have been pre-screened and make a recommendation on who should be hired. The decision will be subject to satisfactory references.

### **4.5 Background Checks**

Prior to making an offer of employment, Tsartlip will conduct a job-related background check. A comprehensive background check may consist of prior employment verification, professional reference checks, education confirmation and designation confirmation.

### **4.6 The Employment Agreement**

The Administrator will prepare an employment agreement for the successful candidate. Supervisors will recommend potential new employees, in writing, to the Administrator for final approval.

All offers of employment will be made in writing and will include the terms and conditions of employment including but not limited to pay and benefits, hours of work and conditions of probation. A job description will also accompany the employment agreement. The potential employee will accept the offer by signing and returning it prior to their first day of employment.

#### **4.7 Probationary Period**

Tsartlip is committed to providing new employees with enough time at the beginning of the employment relationship to learn the scope of the position.

This is referred to as the “probationary period”; it allows opportunities for both the Nation and employee to assess the fit for the position.

New fulltime employees will be given a three (3) month probationary period.

New full time Supervisor employees will be given a six (6) month probationary period.

During the probationary period, Tsartlip may terminate a probationary employee, without cause:

- a) Within the first three (3) months, without notice; or
- b) As set out in their employment agreement.

New part time, fixed term, casual and on call employees will be on probation for the first four hundred and fifty-five (455) hours of employment.

Existing permanent employees hired into Supervisory positions will be given a six (6) month probationary period to become effective in the position. All other permanent, part time or on call non-union employees moving to a new permanent position will undergo a three (3) month probationary period. If the Administrator determines during the probationary period that the employee is not suitable for that position, they will either:

- a) Offer the former position back at the former rate pay (if available); or
- b) If the former position is not available, offer reasonably similar other employment at the former rate of pay; or
- c) Whether neither (a) nor (b) are available, offer notice and a severance package pursuant to the *CLC*;

Supervisors are responsible for providing continuous feedback to the employee during the probation period, setting out clear expectations and identifying areas for improvement, if necessary. Employees also have a responsibility to identify potential problem areas as they arise. Prior to completion of the probationary period, the Supervisor will meet with the employee to discuss past performance and future goals.

The evaluation will be completed by the employee and the immediate Supervisor and reviewed by a Supervisor to whom the Supervisor reports or the Administrator.

Unionized employees are directed to review the BCNU collective agreement.

#### **4.8 Criminal Record Checks**

Please refer to the Criminal Record Check Policy (HR-011) for details.

All new employees are required as a condition of employment to undergo and submit a criminal record check (CRC) prior to the completion of their probation period. If the CRC is reviewed and it is determined that the criminal conviction violates legitimate job requirements of the position, the original offer of employment will be withdrawn. Employees are required to initially pay for the CRC but will be reimbursed upon submission of a receipt.

Tsartlip will reimburse new and existing employees for the cost of the criminal record check. Employees agree to discuss openly the results of the criminal record search with Human Resources.

Human Resources must be satisfied that sufficient safeguards are in place to ensure Tsartlip's interests are not compromised.

A Criminal Record may be grounds for dismissal at the discretion of the Administrator.

An employee convicted with a criminal offence must immediately notify Human Resources.

Tsartlip recognizes that there are criminal code offences which are so serious that they may disqualify an individual from employment within the Nation. If an employee has been charged or convicted of a Criminal code offence that conflicts in any way with applicant's duty to Tsartlip and the community it services, such offenses will result in termination.

#### **4.9 Promotions and Internal Applicants**

Internal staff who are looking for a promotion to a vacant or acting position are encouraged to apply for such positions as they become available. The employee must meet the basic qualifications of the position they are applying for. The Administrator is solely authorized to assign promotions and acting positions.

#### **4.10 Selection of a Successful Applicant**

The Administrator is solely responsible for the final decision to hire. Such decision will be based on the recommendations from the Hiring Committee unless the candidate fails to meet all standards for employment, such as the submission of a successful criminal background check and poor reference checks.

#### **4.11 Employment of Immediate Family Members**

People who are direct relatives (see Immediate Family definition) or who reside together may not be employed in situations where:

- A reporting relationship exists where one employee has influence, input or decision-making power over the other employee's performance evaluation, salary, conditions of work and similar matters;
- The working relationship affords an opportunity for collusion between the two employees that would have a detrimental effect on Tsartlip's interest.

The above restriction on working relationships may be waived unless the Administrator, or in situations involving the Administrator then the Chief determines that the risk of conflict of interest outweighs the benefits of the appointments. The Administrator must be satisfied that sufficient safeguards are in place to ensure Tsartlip's interests are not compromised.

Employee representatives at Council meetings or on committees must absent themselves from any discussion and/or vote which could be perceived as a conflict of interest as defined above, in regard to a member of the immediate family.

#### **4.12 Other Conditions of Employment**

Before the first day of work, all new employees will receive, review, sign and return a copy of their employment agreement and this HR Manual.

All new employees will also receive a copy of the job description for their position.

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 Tsartlip may require the candidate(s) to, at the

candidate's expense, undergo a physical or medical evaluation, conducted by a qualified health professional chosen by Tsartlip.

### **Conditions of Employment**

Where relevant, a candidate or employee may be required to submit or undergo the following:

- a) Physical or medical evaluation as required under this section;
- b) Educational records, including transcripts and/or certification; and
- c) Driver's license and abstract.

### **4.13 Outside Employment/Political Office**

No employee, without written authorization by the Administrator, will engage in outside employment, political office, or other paid and/or volunteer activities that will interfere with the efficient performance of employee duties or responsibilities during their scheduled working hours.

Employees may carry out paid or volunteer work/activities outside of their Tsartlip duties provided the work/activity does not:

- Interfere with the performance of their duties as an employee nor will they perform those activities during their regular work hours at Tsartlip;
- Bring Tsartlip into disrepute;
- Represent a conflict of interest or create the reasonable perception of a conflict of interest;
- Involve the unauthorized use of work time, premises, equipment, services, and supplies, to which they have access by virtue of their employment;
- Appear to be an official act or to represent Tsartlip's opinion or policy.

If the employee is unsure if the work/activity is meeting the criteria above they must discuss it with the Administrator prior to engaging in it.

### **4.14 Acting and Interim Assignments**

Employees may be appointed on an acting basis to perform the full duties of another position in the absence of the regular incumbent who is unable to act usually for a period of less than or equal to four calendar months. Assignments for periods between four (4) month and twelve (12) months and will be posted as per section 4.2

Employees may be appointed on an interim basis or where a position becomes vacant before a regular incumbent has been hired. All interim appointments will be limited to periods of less than four (4) months, unless the Administrator determines that circumstances warrant a longer period.

The Administrator has the sole authority to assign employees and Supervisors to acting or interim positions.

### **4.15 Employee Orientation**

All probationary employees will undergo an orientation by Human Resources and their Supervisor.

## **Section 5 CODE OF CONDUCT**

### **5.1 Confidentiality**

Employees agree that any work performed during the period of their employment is the property of Tsartlip and they will not copy, remove, or retain any of this information (either in paper format, faxed, electronically, on USB stick/CD/DVD or by any other means) at any time during or upon completion of their employment unless pre-approved by the Supervisor. Information concerning the affairs of Tsartlip is privileged and confidential.

Employees must respect the confidentiality of information received or gained as an employee of Tsartlip. Information deemed confidential by the employer must not be disclosed, either in writing or verbally, to others, including family members, the general public, other organizations, or on the internet (including social media sites such as Facebook, Twitter, LinkedIn etc.), without the authorization of the Administrator.

Employees must also respect Tsartlip's and its agencies/clients, employees and contractor's privacy. Employees are therefore not permitted to verbally, in writing or on the internet (including social media sites such as Facebook, Twitter, LinkedIn etc.), disclose information, documents, or photographs that have been acquired on Tsartlip work properties, clients'/agencies' properties or at any business-related social functions without the written approval by the Administrator

Release of confidential information, when authorized, will be on a need-to-know basis. Caution and discretion in handling confidential information extends to disclosure made inside and outside of the organization and continues to apply after the employment relationship ceases. Any breach of confidentiality will result in disciplinary action, which may include the termination of employment. Following resignation or termination of employment, regardless of the reason for the termination, a duty of good faith and confidentiality must continue as long as the information remains confidential and it was obtained while working for Tsartlip.

Except as set out below, information concerning all persons receiving services from the Nation administration (clients) is confidential and no employee will disclose or communicate that information to any person (except the Ministry of Children & Families, or where a community member has been identified as being at risk of harm to self or others), unless the client provides written consent. Employees are not to acknowledge or confirm the identity of clients of Nation administration, unless the client provides written consent to do so.

Information may be given out in the following circumstances, with the approval of the Administrator, and in consultation with legal counsel:

- In giving evidence in Court;
- By Order of the Court;
- In complying with the reporting provisions of the *Child, Family & Community Services Act, i.e. Child protection issues*;
- To staff of another agency providing service to the client/employee (with the written consent of the client / employee), including staff of agencies outside the Province who must perform substantially the same functions as a mandated British Columbia social services agency, which is to protect a child;
- With written approval of the client, to a person engaged in research in child and family service matters for the purpose of research only, and upon receiving said person's oath to maintain such records in confidence, and undertaking not to disclose any of the information so received from any person's record that might tend to identify the person who is the subject of the record;
- At the immediate family and/or physician's request to help determine whether a client/staff member is suicidal.

Any serious breach of client or employee confidentiality by an employee or Supervisor is considered grounds for discipline, which may include termination of employment.



## 5.2 Conflict of Interest

Conflict of interest occurs when an employee's private/familial affairs or financial interests are in conflict, or could result in a perception of conflict, with an employee's duties or responsibilities in such a way that the employee's:

- Ability to act in the public interest could be impaired;
- Actions or conduct could undermine or compromise the community's confidence in the employee's ability to discharge work responsibilities, or the trust that the community places in Tsartlip.

While employees have the right to be involved in community activities, conflict must not exist between the employee's private interests and the discharge of their duties as an employee and may not discuss issues of confidential information they obtained through their activities as an "employee". Employees must declare they are speaking as a Nation member and not as an employee. Employees required to attend a community meeting as a representative of Tsartlip are not eligible to participate in draws.

Employees must inform their Supervisor immediately in writing if an actual or potential conflict of interest situation arises. A detailed description of the involvement must be included in the notification. After consultation with the Administrator, the Supervisor will inform the employee, in writing, if the situation is viewed as a conflict or not. The employee must not participate in any way with the actual/potential activity until the Supervisor has given their written approval that it is acceptable to do so.

Examples of foreseeable conflicts include, but are not limited to:

- An employee uses employer property or their position to pursue personal interests;
- An employee is in a situation where they are under obligation to a person who might benefit from or seek to gain special consideration;
- An employee, in the performance of duties, gives preferential treatment to an individual or group to which the employee or relative or friend of the employee has an interest, financial or otherwise;
- An employee benefits from or is perceived by the community to have benefited from the use of information acquired solely by reason of their employment;
- An employee requests or accepts from an individual or group, directly or indirectly, a gift or benefit that arises out of their employment.

## 5.3 Professional Conduct and Behaviour

Tsartlip strives to maintain a positive image in the community. Employee conduct must reflect the standards of the administration, instill confidence and trust from the general community, and not bring the employer into disrepute.

Tsartlip exists to fulfill the needs of those members of the community who require certain services that we provide. Community members come to the administration for professional services and support.

Employees must always conduct themselves in a professional manner both at work and in the community, which includes:

- Maintaining a satisfactory standard of dress and general appearance appropriate to their duties (listed in the Employee Code of Ethics and Conducts);
- Being courteous and friendly;

- Refraining from using inappropriate language such as swearing or yelling; and
- Avoiding or refraining from causing harm to others.

Employees are not to participate in, or initiate intimate or sexual relationships with clients, both during and outside work hours. Tsartlip is potentially liable for the actions and consequences of an employee's conduct, including repercussions of forming a sexual liaison with a client. For the purposes of this section, a client is considered to be a minor or vulnerable person. Breach of this policy may be cause for dismissal.

## **Section 6 DEVELOPING AND COACHING**

Please refer to the Job Performance Review Policy (HR-012) for details.

### **6.1 Performance Reviews**

Supervisors are responsible for providing continuous feedback to the employee during the probation period, setting out clear expectations and identifying areas for improvement, if necessary.

Employees also have a responsibility to identify potential problem areas as they arise. Prior to completion of the probationary period, the Supervisor will meet with the employee to discuss past performance and future goals.

New employees will undergo a performance review prior to the completion of the probation period. After the employee has successfully completed their probationary period, an annual performance appraisal will be carried out within thirty (30) day of the employee's anniversary date or as determined by the Supervisor. The Supervisor is responsible for the completion of all evaluations of subordinate employees. The appraisal process is intended to be a mutual and inclusive review between the employee and Supervisor. Information on appraisal forms must be objective, factual and relevant. The Supervisor is ultimately responsible for ensuring that employees are evaluated in a timely manner. In the case of the Administrator, the Administrator and Chief and Council will complete the performance evaluation.

The results of the performance evaluation are considered confidential and are not to be discussed with other employees.

Appraisals are normally based on the previous twelve (12) months.

There is no guarantee of an employee receiving a salary increase at any time.

Unionized employees are directed to review the BCNU collective agreement.

### **6.2 Employee Training and Continuing Education (Off the Job)**

Please refer to the Training and Continuing Education Policy (HR-003) for details

Tsartlip's organizational mission depends on the skills and abilities of competent individuals. Tsartlip will ensure that employees receive or undertake the training necessary to perform their duties effectively and efficiently and to prepare themselves for advancement within the organization.

Continuing education increases the capabilities and knowledge of employees, resulting in progressive and effective staff. Employees are encouraged to increase their knowledge by pursuing continuing education opportunities. Tsartlip supports continuing education through its belief that educational endeavours are a shared responsibility between the employee and employer.

Continuing education opportunities such as training, skills development, education, or professional development may be available for employees if the continuing education is directly related to an employee's current work or known future work at Tsartlip.

Continuing education includes enrollment in an extended training/education program which provides a certificate, diploma or degree designation upon successful completion.

Training needs may be identified through the performance evaluation process, by the employee and/or by the immediate Supervisor.

Continuing education programs are subject to the approval of the Administrator, who will determine whether the continuing education opportunity will facilitate the work of Tsartlip and will be of mutual advantage to the employee and Tsartlip.

Permanent full-time and part-time employees are eligible for continuing education opportunities upon successful completion of one (1) year of continuous employment. Opportunities may be approved earlier if required by the Supervisor.

### **Employer Requested Training**

Employees will be granted leave with pay to take courses at the request of Tsartlip. Tsartlip will bear the full cost of the course including tuition fees and course required books, necessary travelling and subsistence expenses. Employees will provide proof of their attendance and completion of the course, otherwise the employee will be required to reimburse Tsartlip for all costs associated with the training.

### **Employee Requested Training**

Funding support may be available from Tsartlip. The level of funding support provided is based upon the value of the program to Tsartlip and the availability of funding.

The request will be evaluated by the immediate Supervisor and by the Administrator or CFO when the cost exceeds the spending authority of the immediate Supervisor as specified in the Financial Administration Law.

If the continuing education request is approved, a purchase order will be completed along with the necessary registration forms by the employee and immediate Supervisor. The immediate Supervisor will include the continuing education in the employee's performance evaluation.

All Supervisors and employees are jointly responsible for assessing skills, knowledge and abilities on an on-going basis and, specifically, to identify education/knowledge which will enable employees to progress and develop long-term career goals.

Upon approval, Tsartlip will cost share the registration fees, tuition fees and examination fees if the employee successfully completes each course, as detailed in a Training and Development Funding Request form. Expenses will be covered on a course-by-course basis upon presentation of documentation indicating that the employee has passed the course. Additional costs, such as reference materials, books, travel and parking are the responsibility the employee.

Upon completion of the continuing education program, a copy of the certificate, diploma or degree is placed on the employee's personnel file.

If a Request for Training and Development Funding is denied, a copy is placed on the employee's human resource file for future reference. The reason for denying the request is to be indicated on the form.

Employees are encouraged to enroll in courses after hours. If courses are not available after business hours, three (3) days per year, prorated at regularly scheduled hours, are available for each employee. Any time spent attending courses or traveling to/from courses outside regular business hours is not paid for and is not considered overtime. Overtime and vacation days will be used for any outstanding days thereafter.

If Tsartlip has cost shared the expense of continuing education, employees are expected to continue employment for one (1) year past the date of completing the certificate, diploma or degree. If the employee voluntarily leaves before this one (1) year period, the employee will reimburse Tsartlip for its entire portion of the costs incurred.

An employee granted continuing education will be required to sign a statement to the effect that upon completion of the training, they will remain with Tsartlip for at least one (1) year or refund any financial assistance granted under this section.

Unionized employees are directed to review the BCNU collective agreement.

### **6.3 Professional Registrations and Membership Fees**

Upon successful completion of an employee's probation period and performance evaluation Tsartlip will reimburse 100% of professional and membership fees paid by permanent, full time employees where a professional designation and/or membership in a professional organization is required to perform the duties of their positions at Tsartlip, unless the professional and membership fees are paid by another employer.

If a job description mandates that an employee requires professional certifications or licenses as part of their job, the employee is responsible for maintaining all associated credentials during their employment with Tsartlip.

If an employee is directed to undertake training to acquire a professional accreditation that is required by Tsartlip, then Tsartlip will assess whether it can/will pay for all or part of the on-going associated professional fees. During a probationary period, Tsartlip will not pay any dues or fees directly. However, after successful completion of the probationary period, an employee can submit the costs associated with the attainment of the accreditation for reimbursement. Reimbursement is subject to approval from the Administrator. During the first year of employment, fees and dues paid by Tsartlip on behalf of an employee are subject to repayment on a pro-rated basis if the employee voluntarily leaves their position with Tsartlip.

Unionized employees are directed to review the BCNU collective agreement.

## **Section 7 WAGES AND OVERTIME**

### **7.1 Pay Days**

Employees are paid bi-weekly, every other Thursday. The pay period is the two-week period up to and including the Saturday one week before payday. If a statutory holiday falls on payday employees will be paid on the day prior to the normal payday. All employees are paid by direct deposit.

## 7.2 Employee Time Sheet

All hourly employees must complete an accurate time sheet form. Any time away from the workplace, including coming in late or leaving early and absent due to personal appointments, must be recorded. Any approved personal leave request forms for the pay period must be attached to the time sheet. The time sheet must be given to the Supervisor for their approval. The Supervisor will give the time sheet and leave forms to the Finance Department in time for inclusion in the pay period.

Failure to submit time sheets and supporting documents by the payroll cutoff date - noon every second Monday, may result in employees not receiving pay via electronic fund transfer and depending on the availability of signatories may not receive a pay on the scheduled payday.

## 7.3 Deductions

Basic deductions will be made without the written authorization of the employee. These deductions include Canada Pension Plan contributions, benefit plan premiums, registered pension plan contributions, employment insurance premiums and income tax (unless exempt by the *Indian Act* in accordance with Canada Revenue Agency guidelines). Other deductions will be made in accordance with the employment agreement and legislation.

Tsartlip will comply with any garnishing orders.

## 7.4 Payroll Advances

Please refer to Section 8.1 of the Financial Administration Law for details.

Employees may request a payroll advance from Tsartlip. Payroll advances are allowed only on a case-by-case basis. Payroll advances will be approved by the Administrator. All payroll advances must be repaid prior to the end of the fiscal year.

An advance may be made under the following conditions:

- a) The advance is to help the employee address an unexpected and/or unusual financial crisis;
- b) A written request for an advance and repayment schedule must be submitted to the Administrator;
- c) Advances may not exceed pay earned to the date of the written request;
- d) Finance must be provided with a minimum of a full working day to prepare the cheque;
- e) Abuse of this privilege (i.e. frequent requests) will result in future requests being denied.

Advance repayments will not be carried over past the fiscal year end except under exceptional circumstances approved by the Administrator.

## 7.5 Errors in Pay

Overpayment of wages will be recovered by subsequent payroll deduction and will receive priority over all other deductions other than statutory. The employee will be informed in writing of any errors in pay and such notice will include detailed information regarding the remediation of such matters. Salary payments for employees pending termination are not to be released if any overpayment may be created. Where the employee believes there has been an error on their pay cheque, the employee must inform the CFO, verbally and in writing. Corrections in pay will be reflected in the employee's next pay cheque. Employees may appeal the decision of the Finance Department by doing so in writing to their Supervisor.

## **7.6 Acting/Interim Pay**

Please refer to the Temporary Wage Increases Policy (HR-007) for details.

In the event a Supervisor position becomes vacant (e.g. approved leave) and circumstances dictate that a junior staff is approved in writing by the Administrator to fulfil the vacant position as in an 'acting' capacity for more than five (5) working days, that staff person's wage will be increased by up to 20% of the junior staff member's gross pay. This increase will not exceed the current wage of the person they are acting for.

Supervisors may, from time to time, be required to fill-in for the Administrator on a short-term basis where the Administrator may be unavailable. Situations that may apply include attendance at off-site meetings, legal proceedings, retreats, vacation and other types of leave. In such cases, the Supervisor in the short-term acting position will be eligible for the increase in salary as noted above where the Administrator is unavailable for a period greater than five (5) consecutive working days.

In the event that a Supervisor position becomes available due to termination or resignation, and an employee is approved to fill the position in the interim (until the position is filled) the employee's wage will be increased by up to 20% of their current gross pay. This increase will not exceed the gross salary for the vacant position.

In the event that the Administrator position becomes available due to termination or resignation, and an employee is approved by a quorum of Council to fill the position in the interim (until the position is filled) the employee's wage will be increased by up to the base salary for the vacant position.

## **7.7 Overtime**

All overtime must be pre-approved in writing by the Supervisor.

There are times when emergency situations arise where employees cannot obtain overtime pre-approval. In these cases, employees will advise their Supervisor as soon as possible. Employees must record start and end times of all banked hours worked on their timesheet.

Travel time while on approved leaves of absence such as Court, Education, Examination or leave to attend Conferences and Conventions is not considered work and as such, overtime does not apply.

### **7.7.1 Overtime Pay**

All overtime worked by an employee will only be paid if pre-authorized in advance by the employer. Employees requested to work in excess of the normal daily hours or who are requested to work on their scheduled off-duty days, will be paid the rate of time and one-half (1½ x) of their basic hourly rate of pay for the first two (2) hours of overtime on a scheduled work day and double time (2 x) thereafter.

### **7.7.2 Overtime on Day Off**

Employees required to work on a scheduled day off will receive the overtime rate as provided but will not have the day off rescheduled.

### **7.7.3 Overtime on Paid Holiday**

Employees required to work on a Paid Holiday Section 9.1 will be paid in addition to the holiday pay for that day, at a rate equal to one and one-half (1 ½) times their regular rate of wages for the time worked on that day.

Supervisors required to work on a Paid Holiday receive their normal rate of pay and will be given a holiday with pay at another time.

Unionized employees are directed to review the BCNU collective agreement.

#### 7.7.4 Overtime Pay

Overtime pay will be paid to the employee at the end of the following pay period in which the overtime was earned except provided in 7.7.5.

#### 7.7.5 Compensatory Time Off

At the time an employee is required or requested to work overtime, the employee may opt for compensatory time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensatory time off in lieu of overtime pay, the time will be taken at a time mutually agreed to by the employee and the Employer and will be taken within twenty-four (24) calendar weeks of the occurrence of the overtime subject to the Employer's operational requirements.

The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the twenty-four (24) week period, overtime at the applicable overtime rate will be paid on the employee's next regular pay cheque.

Requests to take banked overtime must be submitted on a Leave Request Form.

Unionized employees are directed to review the BCNU collective agreement.

#### 7.7.6 Overtime for Part time Employees

- a) A part time employee working less than the normal hours per day of a full time employee, and who is requested to work longer than their regularly scheduled work days, will be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full time employee.
- b) A part time employee working less than the normal days per week of a full time employee, and who is requested to work other than their regularly scheduled work days, will be paid at the rate of straight-time for the days so worked, up to and including the normal work days in the work week of a full time employee.
- c) Overtime rates will apply to hours worked in excess of a) and b) above.

Unionized employees are directed to review the BCNU collective agreement.

Overtime provisions do not apply to Supervisors or Acting Supervisors.

### **7.8 Standby Duty and Call Out**

Please refer to the Standby Duty and Call Out Policy (HR-009) for details.

Employees may be scheduled to be available outside regular hours of work to address/respond to operational demands. Non-supervisory employees will be compensated as per HR-009. Employees on standby duty must be accessible by telephone and be available and able to report/respond to work within a reasonable and acceptable time to deal with the call

Employees who have been called back in to the workplace outside their regularly scheduled hours will be paid in accordance with the CLC. Call-out pay will commence at the time of contact and continue until the employee leaves the work site. Call-out pay provisions cease when the employee's regularly scheduled shift commences.

## **7.9 COLA**

Please refer to the Cost of Living Adjustment (COLA) Policy (HR-010) for details.

In order to combat increases in the cost of living/inflation all employees, excluding those employed on a fixed term, will receive a minimum 3% COLA adjustment to their base wage annually on April 1. This increase will be reviewed for financial sustainability.

Unionized employees are directed to review the BCNU collective agreement.

## **Section 8 GROUP BENEFITS AND PENSION PLAN**

### **8.1 Status and Non-Status Employees Group Benefits**

Full time and part time employees (working a minimum of 30 hours per week) are eligible to participate in the group benefit plan after three (3) consecutive months of employment.

The conditions of coverage, details of the different plans and how to make a claim can be found in the Status Employees and Non Status Employees Group Benefit Plan booklets, given to employees at the start of their employment. If you need clarification or assistance regarding the plans please speak to Payroll or contact the carrier directly.

The information in the Group Benefit booklet supersedes all other information given in writing or verbally.

Currently, all ordinary medical expenses are paid for Status employees by the First Nations Health Authority.

Non status employees electing to participate in the group benefit plan must possess coverage under the Medical Services Plan (MSP) of BC.

Group Health Benefits coverage terminates: when your employment at Tsartlip ends; or

- for Basic Life Insurance – reduces by 50% at age 65, terminates at employee's 70<sup>th</sup> birthday;
- for Optional Life Insurance – terminates at employee's 70<sup>th</sup> birthday;
- for Dependent Life Insurance - terminates at employee's 70<sup>th</sup> birthday;
- for Accidental Death and Dismemberment - terminates at employee's 70<sup>th</sup> birthday;
- for Short Term Disability income benefit – terminates 17 weeks from the disability date or at employee's 70<sup>th</sup> birthday;
- for Long Term Disability income benefit - terminates at employee's 65<sup>th</sup> birthday;
- for Dental Care – terminates at employee's 80<sup>th</sup> birthday;
- and Extended Health Care benefits – terminates at employee's 80<sup>th</sup> birthday. Out of Country benefits including Travel Benefits Plus terminates at employee's 75<sup>th</sup> birthday.

All eligible employees upon commencement of employment with Tsartlip must participate in the Group Benefit Plan. Employees can waive the health and dental portion of the plan if they are already covered for these benefits under a spouse plan. When an employee participates in an employee benefit program, deductions occur on each pay cheque at a rate approved by Council of the total cost of their Group Benefit Plan premium.

Tsartlip may not be able to hold the position of any employees who are on LTD for more than one (1) year. LTD benefits and Life Insurance coverage will remain in effect as long as the employee meets the definition of disability under the Insurance provider's plan however Health, Dental and AD&D benefits will cease upon termination of the employee.

Tsartlip will pay 100% of the employee portion premium for employees on leave listed under Sections 9.8 and 9.17. Employees on leave (see applicable leaves under Section 9 Holidays,



Vacation and Leave) must pay 100% of the employee portion of the benefit premium during the absence if they wish to retain their benefits. This decision must be submitted in writing to the Plan Administrator before the leave commences. Payment arrangements must be pre-arranged with the Plan Administrator.

Unionized employees are directed to review the BCNU collective agreement.

## **8.2 Registered Pension Plan**

Regular full-time employees may join the plan on the first day of any month after they've completed three (3) months of continuous employment.

Part time employees may participate in the Registered Pension Plan after completing two years of continuous employment if they meet the requirements laid out in the pension plan booklet.

Employees contribute 5% of their gross income bi-weekly and Tsartlip matches the contribution amount. Employees may contribute additional voluntary contributions however Tsartlip will only contribute up to 5%. Employees can retire from the plan on the first day of the months that follows their 65<sup>th</sup> birthday. Employees can retire early, up to ten (10) years prior to your 65<sup>th</sup> birthday, or they can postpone retirement until December 31 in the calendar year they turn age 71. Employee and Band contributions stop when an employee reaches age seventy-one (71).

Unionized employees are directed to review the BCNU collective agreement.

## **Section 9 HOLIDAYS, VACATION, AND LEAVE**

All leaves of absence must be submitted in writing to the Supervisor for approval by using the Leave Approval form.

### **9.1 Designated Statutory and Non-Statutory Holidays**

All Employees are entitled to statutory and non-statutory holidays with pay upon completion of thirty (30) days of employment. Calculation of pay will be based on the Canada Labour Code.

The following days are designated as statutory or non-statutory paid holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- National Aboriginal Day
- Canada Day
- BC Day
- Labour Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day, and
- any other day that is proclaimed as a paid holiday by either the federal or provincial government

If any of the above designated holidays falls on a Saturday or Sunday, the following regular Tsartlip business day is deemed to be the holiday.

If an employee is on vacation leave and a day of paid holiday falls within that leave period, the paid holiday is not counted as a vacation day.

Tsartlip offices, Health Centre and general use buildings close at noon the day before the above listed holidays and, employees who were scheduled to work the entire day will be paid for that full day.

## 9.2 Vacation

Regular full-time and part-time employees not covered under the BCNU collective agreement must have completed their probation period before being entitled to take paid (accrued) vacation.

Vacation leave is granted as follows:

Number of Years Employed	Accrual %	# Days
Year 1 until end of Year 2	min. 4%	10
Anniversary date start of Year 3	+2%	15
Anniversary date start of Year 6	+2%	20
Anniversary date start of Year 9	+2%	25
Anniversary date start of Year 12 or over	+2% to max. 12 %	30

If the employee has not taken their vacation two (2) months prior to the end of the calendar year, the Supervisor has the right to stipulate when the vacation will be taken. With the Supervisor's approval, a maximum of ten (10) days can be carried over to the following year. Employee must take carried over vacation by the end of April each year. If the employee has not taken carried over vacation by April 30, the Supervisor has the right to stipulate when the vacation will be taken.

Under no circumstances will unused vacation be paid out.

To ensure the smooth running of the workplace and at the same time try and comply with employee vacation wishes, employees must complete the Leave Request form and give it to their Supervisor as follows:

- Ten (10) working days for one week or less of vacation;
- Twenty (20) working days for more than one week vacation;

The Supervisor has the discretion to approve leave on a shorter notice of less than one week. Employees must complete the Leave Request form regarding any changes to vacation requests already approved, at least one (1) week before the vacation start date and give it to their Supervisor for approval.

Vacation will be granted according to operational requirements

The number of weeks of vacation accrued during an employee's tenure will not be affected by an employee changing positions within Tsartlip.

Vacation leave (with the exception of Maternity Leave - as per the Canada Labour Code) does not accrue during unpaid leaves or unpaid education leave.

When an employee leaves Tsartlip employment any outstanding accrued vacation days will be paid out on their final pay cheque.

On Call, Casual and Fixed Term employees receive vacation pay on each pay cheque and do not accrue vacation time off.

Unionized employees are directed to review the BCNU collective agreement.

### **9.3 Christmas Break**

Tsartlip's offices, Health Centre and general use buildings are closed for two weeks over the Christmas season. The Administrator, in consultation with Council, will designate the days for the offices to be closed during this time. Employees will receive the equivalent to their regular weekly work schedule. Casual and On-Call employees are not eligible for paid leave during the Christmas break.

Christmas break is not part of the regular designated holidays and Council is under no obligation to close Tsartlip offices during this time, subject to Section 9. The Administrator will communicate the closure dates at least two (2) weeks prior to the closure.

### **9.4 Medical Leave**

Medical leave is to be taken when the employee is genuinely ill or injured (non-work related injury) and incapable of working, to attend appointments with medical practitioners, or to care for an ill or injured "immediate family member" (see Section 1.3 Definitions) in relation to Medical Leave.

Employees accumulate one and one-quarter (1.25) days per month worked up to a maximum of fifteen (15) paid medical days in a fiscal year. No additional paid leave is available to care for sick immediate family. Medical leave days are prorated for part-time employees.

If an employee leaves the employment of Tsartlip for any reason, any non-accrued advanced medical leave days paid to the employee will be deducted from the employee's last pay.

At the end of the fiscal year accrued medical leave will be carried over into next year however employees may not accrue more than fifteen (15) days in a fiscal year (including any carry over). If an employee leaves the employment of Tsartlip for any reason, unused accrued medical leave days will not be paid out.

Employees must have completed their probation period to take accrued medical leave.

An employee must advise their immediate Supervisor and the Receptionist, by telephone, text or email, before their starting time, or at least within fifteen (15) minutes of their start time when they will be absent from work due to sickness. Employees must follow this process for each day they are absent due to sickness, even for the same occurrence. An employee who fails to do this without a reasonable justification will be considered to have been late for work on that day.

A medical certificate may be required as "proof of illness" if the medical leave is for more than three (3) consecutive days. The certificate must be completed by a physician or nurse practitioner, provided within five (5) days of the absence from work, and certify that the employee was unable to carry out their duties for the prescribed period due to illness. The certificate must be submitted to the employee's immediate Supervisor.

If no physician or nurse practitioner's certificate is produced within fifteen (15) days, the employee will be considered to have been absent from work without approval for any days exceeding the first three (3) consecutive days of absence.

Permanent full-time and part-time employees are eligible for medical leave.

If an employee has an extended absence from work due to serious illness, injury, or surgery:

- a) The employee must notify their Supervisor when they are cleared to return to work, and
- b) Tsartlip, for the protection of both the employee and the Band, will require the employee to provide a certificate from a qualified medical practitioner stating whether the employee is capable of returning to the employee's normal duties or assignments.

Additional medical assessment may be requested if frequency of absenteeism is a concern to Tsartlip.

The cost of any physician's certificates will be paid by the employee.

If no physician's certificate is produced when requested, the employee will not be permitted to return to work until they produce a physician's certification clearing them to return to work.

Vacation continues to accrue during the time for which the employee is on paid medical leave. If the employee has used up all medical leave, an employee will be required to use up banked overtime, if available, and then vacation time will be used prior to applying for short term disability. Employees do not accrue medical leave credits if they are laid off or granted an unpaid leave of absence.

If an employee is off ill and is found to be engaged in gainful employment elsewhere, they are in violation of their obligation to Tsartlip. Employees doing so will not be paid medical pay for the day(s) and may be subject to disciplinary action up to and including termination.

Unionized employees are directed to review the BCNU collective agreement.

### **9.5 Cultural Leave**

Employees who have been employed with Tsartlip for at least six (6) months and have successfully completed their probationary period are entitled to cultural leave.

Regular full time employees are eligible to apply, at the employer's discretion, for up to three (3) days of paid cultural leave per year for the purpose of fulfilling or observing religious, ceremonial or culturally significant days associated with their culture or ethnicity.

Regular part time employees are eligible to apply, at the employer's discretion for up to three (3) prorated days of paid cultural leave per year for the purpose of fulfilling or observing religious, ceremonial or culturally significant days associated with their culture or ethnicity.

Cultural leave credits may not be carried over from year to year and will not be liquidated or paid out upon an employee's departure from Tsartlip.

## **9.6 Leave for Traditional First Nations Practices**

Employees who have completed three (3) months of continuous employment are entitled to take up to five (5) days of unpaid leave per calendar year to take part in traditional First Nations practices including fishing, hunting, harvesting and all practices prescribed by regulation.

This leave can be taken over more than one (1) period, however, Tsartlip requires that each period be a least one (1) day.

This leave is only available to employees who can provide documentation demonstrating they are First Nations.

## **9.7 General Leave of Absence Without Pay**

Requests for unpaid leave must be in writing to the Supervisor. The Supervisor has the discretion to approve or deny this leave according to operational requirements.

Employees may request Leave Without Pay only after all accrued annual (vacation) leave and banked time have been used.

Unpaid leave of absence, in excess of three (3) days, must be pre-approved in writing by the Supervisor.

## **9.8 Maternity Related Reassignment, Maternity Leave, Paternity Leave, Compassionate Care Leave, Leave Related to Critical Illness and Leave Related to Death or Disappearance**

Non-unionized employees are directed to sections 204 (reassignment), 205 through 206 (maternity leave), 206.1 (paternity leave), 206.3 (Compassionate Care Leave), 206.4 (Leave Related to Critical Illness, and 206.5 (Leave Related to Death or Disappearance) of the CLC for entitlements under this section. These leaves apply to employees who have completed six (6) continuous months of employment.

Employees will retain their full extended health benefit coverage during Maternity leave. Tsartlip will pay both the employee and employer premiums for the duration of this leave.

To retain their extended health benefit coverage during for all “other” leaves listed in this section employees must complete an application for extension of extended health benefits provided by the insurance company and requests are subject to underwriting approval on an individual basis. Disability coverage is not included for the “other” leaves. Tsartlip will pay both the employee and employer premiums for the duration of these leaves pending approval by the underwriter.

Pension contributions stop since the employee does not receive a salary while on these leaves.

Unionized employees are directed to review the BCNU collective agreement.

## **9.9 Bereavement Leave**

Employees will be granted Bereavement Leave up to five (5) work days leave with pay upon the death or around the funeral of an employee's "immediate family" member (see Section 1.2 - Definitions).

Employees with less than three months of continuous employment are entitled to be paid for the first three (3) days of the leave at their regular rates of wages for their normal hours of work. Further leave can be granted without pay, with the approval of the Supervisor for a period not to exceed ten (10) days. The employee must complete the Leave Request form and give it to their Supervisor for approval.

In the case of a death occurring in an area far from the employee's home, the leave may be extended for up to two (2) paid days for travel time. The request for the travel time must be included in the Leave Request form requesting bereavement leave.

It is recognized that First Nation customs relating to burials are central to their culture, therefore: Tsartlip provides for time for employees to attend burials for individuals who are not immediate family members and are being buried in the community, as paid leave.

Tsartlip provides for time for employees to attend burials for individuals who are not immediate family members and are being buried outside the community, as paid leave up to four (4) hours.

The employee must apply to their Supervisor for unpaid leave by completing the Leave Request form.

Employees assisting with the funeral during their regular work hours will be paid upon prior approval from their Supervisor.

### **9.10 Court Leave**

Employees required, by court order or subpoena, to appear in court as a witness, required to be available for jury selection or to serve as a member of a jury will continue to receive regular wages for the duration of the jury duty. Employees are expected to provide their Supervisor with written proof of secondment or subpoena as soon as they receive notification, and are expected to return to work each day or portion of the day that they are not selected for jury duty.

The employee must notify their Supervisor immediately that they have been summoned for jury service by providing a copy of the official document.

Court leave applies to any employee who is required by subpoena or summons to attend in any proceedings as a witness held in or under the authority of a court of justice or in any judicial proceedings but does not apply to an employee already on leave without pay, on education leave, or under suspension.

Court leave does not apply to any employee who is a party to any court proceedings. Such employee will be entitled to leave without pay to attend such proceedings.

### **9.11 Public Office and Time off to Vote**

Upon written request, Tsartlip will grant leave of absence without pay for:

- a) for employees to seek election in the Municipal, Provincial, or Federal or First Nations Community Government Election; and
- b) for employees elected to a public office for a maximum period of five years.

The Tsartlip office will be closed at 4:00PM on Federal, Provincial election days and if applicable, employees will be paid for the remainder of their regular work day hours. Employees may take up to one hour of paid leave to vote for Chief and Council elections.

### **9.12 Personal Leave**

Every employee is entitled to five (5) days of personal leave without pay per calendar year for the purposes of treating illness or injury, carrying out responsibilities related to the health or care of any family member, carrying out responsibilities related to the education of any family member who is under 18 years of age, addressing any urgent matter concerning themselves or their family members, attending their citizenship ceremony or any other reason prescribed by regulation.

Employees who have continuously worked for three (3) months will be entitled to paid leave for the first three (3) days.

### **9.13 Leave for Victims of Family Violence**

Employees who are the victims of family violence or are a parent of a child who is a victim of family violence, are entitled to up to ten (10) days of leave per calendar year to engage in activities such as:

- to seek medical attention for yourself or your child in respect of a physical or psychological injury or disability;
- to obtain services from an organization which provides services to victims of family violence;
- to obtain psychological or other professional counselling;
- to relocate temporarily or permanently;
- to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding; or
- to take any measure prescribed by regulation.

Employees who have continuously worked for three (3) months will be entitled to paid leave for the first five (5) days.

If your salary varies from one day to another or you receive pay on a basis other than an hourly rate, you must receive the average of your daily earnings, exclusive of overtime hours, for the 20 days you have worked immediately before the first day of leave.

Tsartlip may request, within fifteen (15) days of your return to work from this leave, that you provide supporting documents concerning the reasons for the leave.

### **9.14 Donor Leave**

Employees will be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ and recovery from such procedure.

Such leave will be without reduction in pension, medical or other plan beneficial to the employee, and the employer will continue to make payment to the plans in the same manner as if the employee were not absent.

### **9.15 Breaks for Medical Reasons or Nursing**

Employees are entitled to unpaid breaks that are necessary for medical reasons (such as to take medication), or in order to nurse or express breast milk. The employee must provide a medical certificate issued by a health care practitioner setting out the length and frequency of the breaks required by the employee for medical reasons.

### **9.16 Personal Time During Work Hours**

Employees must arrange medical and other personal appointments outside of their working hours. If this is impossible, the employee must schedule the appointment at a time that will cause the least disruption at work and must take a formal type of leave to attend their appointment. If no paid leave options are available, the employee must take unpaid leave. A written request to be absent must be given to the Supervisor for their approval with as much notice as possible and preferably with at least five (5) days' notice. The Supervisor will consider the needs of Tsartlip with the need of the employee and there may be times when the employee will be asked if it is possible to change the appointment time.

### **9.17 Education Leave**

Please refer to the Training and Professional Development policy (HR-003) for details.

Education Leave may be available to regular employees to support them in achieving a pre-arranged professional development goal related to their position. The leave may be available only if Tsartlip operational needs can be met by Tsartlip. Employees who have been employed for twelve (12) consecutive months and have a satisfactory performance record, may be granted up to one (1) year of educational leave without pay for purposes of education or skill upgrading.

The educational program must be related to the work performed by the employee and/or of significant benefit to the employer.

An employee must submit a written request for educational leave, including a proof of enrolment, to the immediate Supervisor at least eight (8) weeks in advance of the training start date, outlining the details of the leave, including the training institute, courses, etc. The Administrator may approve the leave based on the recommendations of the Supervisor.

Tsartlip may assist with any of the course related cost and will reinstate the employee to their old position.

Employees approved for this leave will be responsible for training their leave replacement.

To retain their extended health benefit coverage during for Education Leave employees must complete an application for extension of extended health benefits provided by the insurance company and requests are subject to underwriting approval on an individual basis. Disability coverage is not included for the "other" leaves. Tsartlip will pay both the employee and employer premiums for the duration of these leaves pending approval by the underwriter.

Pension contributions stop since the employee does not receive a salary while on this leave.

Unionized employees are directed to review the BCNU collective agreement.

### **9.18 Examination Leave**

Leave with pay up to three (3) days to take examinations may be granted by the Employer to an employee who is not already on educational leave with proof of enrollment in a course of study. Such leave will be granted only where, in the opinion of the Employer, the course study is directly related to the employee's duties

### **9.19 Leave for Conferences and Conventions**

Subject to budgetary constraints and operational requirements, leaves of absence, with pay, may be granted by the Employer for conferences and conventions not exceeding one week. The Employer will endeavour to grant such leaves of absences. Employee agrees to provide at least thirty (30) days' notice to the Employer whenever possible.

### **9.20 Return from Leave**

Employees who return from an extended leave early will return to their original position or be given a comparable position.

Employees must present a medical clearance letter to Tsartlip prior to returning from extended leaves of absence as outlined in Sections 9.4 and 9.8

If an employee does not return to their position by the end of the extended leave period, and has not received written approval from their Supervisor to do so will be considered to be away with out leave (AWOL) and may be considered to have resigned from Tsartlip.



### **9.21 Benefit Continuation While On Extended Leave**

Employees on the following extended leave must continue to pay the employee portion of the benefit premium during the absence if they wish to retain their benefits:

- Medical Leave and Family Illness Leave

The decision to remain on the Tsartlip benefit plan must be submitted in writing to the Plan Administrator before the leave commences. Payment arrangements must be arranged and continued with the Plan Administrator before the leave commences.

Pension contributions stop since the employee does not receive a salary while on this leave.

Vacation and medical leave are not accrued during this unpaid leave of absence.

Unionized employees are directed to review the BCNU collective agreement.

## **Section 10 Managing Relations**

### **10.1 Organizational & Personal Accountability**

Employees must inform the receptionist (both sign-in and white board) in the Administration Building and the Health Centre of their whereabouts and, if out of the office, their expected time of return.

This will ensure callers/visitors can be informed of when they can expect to hear back from the employee, and the employee can be reached in case of extreme emergency.

Should the expected time of arrival back to the office change, employees must call the Receptionist to inform them of this change.

Employees must return any messages (telephone, email, and fax messages) they receive as soon as possible within the working day they are received or no later than twenty-four (24) hours after receipt. Exceptions pertain only to when employees are on leave (e.g., vacation) or the message is received late on the final workday of the week.

### **10.2 Hours of Work**

Hours of work should consider program needs. In most cases, programs will be expected to be staffed according to Tsartlip's official office hours. They will be from 8:30 am – 4:30 pm, Monday to Friday, excluding designated holidays. Official work hours will be set by the Administrator.

Individual program or employee circumstances may dictate an earlier/later start time and/or a later quitting time for individuals to complete a working day or to meet the needs of the program.

Unless otherwise specified in an employment agreement, the normal work week for all employees will be 35 hours and the normal work day will be seven (7) consecutive hours, plus a one (1) hour unpaid lunch break each day.

The scheduling of employees will be the responsibility of the immediate Supervisor. It is the duty of the Administrator to ensure that Tsartlip activities are adequately staffed at all times. For example,

### **10.3 Flexible Work Hours**

The Supervisor may authorize employees to complete their weekly hours of work in a period other than five (5) standard working days when satisfied that operational requirements are met, and that no increase in costs (including overtime) is incurred.

Upon request of an employee, and with the permission of the Supervisor, an employee may complete the weekly hours of employment in a period other than five (5) full days, provided that over each pay period the employee works 35 hours per week.

Attendance reporting in such cases will be mutually agreed upon between the employee and the Administrator.

A flexible system for work hours must be beneficial to the program and the employee(s), provided that all programs have the ability to operate effectively and provide adequate services to the Tsartlip membership.

#### **10.4 Attendance, Absenteeism, and Lateness**

All employees will:

- a) Be at their workstations and ready to work when the office opens, or when their shift starts, as the case may be. Employees are expected to be on time and at their workstation each scheduled workday.

Punctuality is important for the smooth running of Tsartlip and to ensure our client's needs are met. Tsartlip is aware that emergencies, illnesses, or pressing personal business, that cannot be scheduled outside work hours, may arise and as a result the employee will be late or absent from work. If this happens it is the employee's responsibility to contact their Supervisor (or their designate) and the Receptionist, by telephone or text, preferably before their starting time, but at least within fifteen (15) minutes of the starting time each day they are absent (even for the same occurrence).

In the event of an absence greater than one day, this procedure must be followed each day unless other arrangements are made with the employee's Supervisor.

Employees who are late may use banked or vacation time to make up the daily time difference.

Absent employees who do not notify the office and/or their immediate Supervisor will be considered absent without reason and will have salary deducted equivalent to the length of absence (with the exception of reasonable extenuating circumstances, subject to the discretion of the Supervisor).

*Note: lost time is not to be made up during the lunch break.*

- b) Remain at work until the office closes or their shift ends, as the case may be. Employees must notify their Supervisor and the Receptionist if they are leaving the workplace and when they return. It is important that the Supervisor and Receptionist are informed when the employee will be away from the workplace on Tsartlip business. This helps us provide a reliable service to our clients, account for employees in any emergency situation and if a family emergency occurs, we know where to contact the employee.
- c) The employee will inform their Supervisor and the Receptionist where they are going to be, when they can be expected to return to the workplace, and the phone number they can be contacted on or if no phone what other means can be used to get hold of them

The immediate Supervisor has the responsibility to ensure acceptable attendance standards are maintained.

Unexplained absenteeism and/or repeated lateness will be documented as a basis for appropriate disciplinary action, pursuant to Section 13, and can result in termination.

## **10.5 Employee Files**

### Personnel Files

A personnel file is maintained for each employee as a confidential record of the history of employment and the performance in a given department/program area. It is used to assist in planning and in making decisions about employee performance and development.

The file for each employee will be established at the date of employment, continuously maintained throughout the employment period, and retained by Tsartlip for six (6) years after termination.

Employee personnel files are confidential and are kept in a secured location in the Band Administration office and can only be accessed by the Administrator or an employee's direct Supervisor. The person responsible for personnel file security must be present during access and the file cannot be removed from the secured location.

An employee can submit a request in writing to their Supervisor, giving three (3) days' notice that they wish to view their own file. The employee's Supervisor must be present during the employee's review of their file. The file cannot be removed from the secured location; however, employees can request copies of any documents from their file.

Records of reprimands, warnings, suspension and/or termination will not be removed from an employee's personnel file.

The personnel file will contain employee information including but not limited to:

- emergency contact information;
- resume with experience and qualifications;
- results of criminal record check;
- employment agreement;
- current job description;
- performance plans and results of performance evaluations;
- disciplinary letters;
- training certificates/diplomas;
- salary/wage adjustments;
- enrolment information for extended health and pension plans.

### Payroll Files

Employee payroll files are confidential and are kept in a secured location in the payroll office and can only be accessed by the Administrator or an employee's direct Supervisor. Payroll personnel must be present during access and the file cannot be removed from the payroll office.

Payroll files will contain

- new Employee Information Form;
- authorized start date and pay rate;
- authorized changes to pay;
- TD-1/TD1 IN form;
- time and attendance records;
- travel, leave accrual and usage
- termination of employment for and employee submitted letters of termination

- copy of record of employment;
- any other documentation relating to pay.

An employee can submit a request in writing to their Supervisor, giving three (3) days' notice that they wish to view their own file. The employee's Supervisor will be present during the employee's review of their file. The file cannot be removed from the payroll office; however, employees can request copies of any documents from their file.

Employee payroll records will be kept for at least three (3) years after employment ends as per the *CLC*.

## **10.6 Employee Information**

Employees are responsible for reporting any change to their name, address, telephone number, marital status, dependents, banking information, or a change in the number of tax withholding exemptions, in writing on an Employee Information Change form without delay.

Changes in emergency contact information and educational accomplishments should be provided to the person responsible for personnel file security for filing into the personnel file or for notification to the benefits provider.

It is the employee's responsibility to submit changes affecting employee benefits including name, dependents, marital status, and insurance beneficiaries to the benefits Administrator.

## **Section 11 Safety in the Workplace**

### **11.1 Workplace Harassment, Violence, and Discrimination**

Please refer to the Prevention of Workplace Harassment and Violence Policy (HR-004) for details

Every employee at Tsartlip is entitled to employment free of discrimination, and all forms of Workplace Harassment and Violence.

Consistent with the *CLC*, Tsartlip, as employer, is committed to providing a safe, harassment- and violence-free environment. Complaints of discrimination, Workplace Harassment and Violence will be taken seriously and dealt with in a spirit of compassion and justice.

Consistent with the *Canadian Human Rights Act*, Tsartlip is committed to protecting all persons – employees, members, and members of the public – from discrimination on the basis of their race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, and any conviction for which that person has been granted a pardon. Tsartlip will not discriminate against any person by:

- Denying them goods, services, facilities, or accommodation, with the exception of priorities allowed under the Tsartlip Housing Policy Manual;
- Refusing to employ or continue to employ someone or treating them unfairly in the workplace;
- Following policies or practices that deprive people of employment opportunities;
- Paying men and women differently when they are doing work of the same value;
- Harassing someone;
- Retaliating against a person who has filed a complaint with the Canadian Human Rights Commission or someone who has filed a complaint for them with the Canadian Human Rights Commission.

## 11.2 Occupational Health & Safety

In compliance with WorkSafeBC requirements (pertaining to occupational health and safety), Tsartlip and its employees must jointly make all reasonable efforts to provide a safe and healthy work environment. This is to be carried out through the design and operation of an occupational health and safety program at Tsartlip.

On behalf of the Employer, the:

Administrator must:

- Develop, organize, and maintain an Occupational Health and Safety Program that meets the requirements of this Section and all applicable occupational health and safety legislation and regulations.
  - This includes the establishment of accessible safety guidelines, policies, inspection schedules and a complete education/report/follow-up process; and
  - Creation of a Safety Committee that will monitor and inspect practices and procedures to ensure safety in the workplace.
- Immediately notify Tsartlip Chief & Council when there is a work-related death of an employee.

Supervisor must:

- Make sure employees are trained in proper, safe work methods and that safety policies are enforced.

Employees must:

- Work safely at all times,
- Report hazards and injuries immediately to their Supervisor,
- Work in accordance with all health and safety practices and procedures set by legislation and by the employer including the wearing of required personal protective equipment; and
- Co-operate with the employer on matters relating to occupational health and safety.

All employees are covered under the WorkSafeBC regulations.

In the event of an emergency or accident, the employee will immediately report the event to the Supervisor. The Supervisor will be required to complete and forward the necessary documentation to WorkSafeBC, as per WorkSafeBC reporting requirements.

The Administrator will ensure:

- That Supervisor's responsibilities for establishment and maintenance of safety and security standards are understood across Tsartlip;
- An annual inspection of each designated work site and receipt of an annual report regarding safety and security at each of these sites that includes:
  - The description of the review mechanism which involves employees and Supervisors;
  - The conduct of educational events;
  - The conduct of regular self-inspections and inspection by outside authorities; and
  - The existence of regularly reviewed safety/security guidelines and emergency procedures.

Annually, the Tsartlip Chief & Council will receive from the Administrator a summary report on incidents and action taken to address them.

### *Medical Examination*

A satisfactory medical examination (at the expense of Tsartlip) may be made a condition of employment, if necessary, based on bona-fide job related demands and responsibilities. Furthermore, Tsartlip reserves the right to require medical examinations thereafter, at Tsartlip's expense, whenever it is deemed desirable or necessary.

### *First Aid*

Appropriate first aid must be made available in all Tsartlip buildings.

First aid preparation provides for appropriate responses to client, employee, and public health emergencies.

The programs and services of Tsartlip will identify and adhere to all applicable Health and Safety regulations. A First Aid supply kit will be available in all Tsartlip buildings.

### **11.3 Workplace Violence**

Please refer to the Prevention of Workplace Harassment and Violence Policy (HR-004) for details

Tsartlip will not tolerate any Workplace Violence.

When it comes to employees, any employee who engages in Workplace Violence will be disciplined up to and including dismissal, and will immediately be suspended without pay while an investigation takes place. The outcome of the investigation can lead to the employee being dismissed for just cause.

Any employee who experiences Workplace Violence (in person, over the phone, by email, text or social media) must immediately speak to their Supervisor or the Administrator in the Supervisor's absence who will investigate the matter and take necessary action.

If an investigation shows that an employee or employees is/are at fault for Workplace Violence, that employee(s) will be subject to disciplinary action up to and including termination and/or criminal charges.

Tsartlip will also maintain the safety of employees from Workplace Violence at the hands of non-employees. If an incident of Workplace Violence involving non-employees takes place, Tsartlip will cooperate with and assist law enforcement officials in any way possible to bring the perpetrator to justice.

Any Workplace Violence situation must immediately be reported, by the employee involved and anyone that is a witness, to their Supervisor or the Administrator, whoever is closest to the situation and they will assist in defusing the situation.

#### **IF NECESSARY, CALL THE RCMP.**

Employees must complete a Workplace Violence Incident Report Form upon experiencing any threats or violent situations.

### **11.4 Reporting Workplace Harassment and Bullying, and Workplace Violence by Nation Members, Clients, and the Public**

Please refer to the Prevention of Workplace Harassment and Violence Policy (HR-004) for details

Protection against Workplace Harassment and Bullying, and Workplace Violence, extends to work related incidents occurring at or away from the workplace, during or outside work hours, including electronic communication such as email, text messages and social media posts relating to the workplace, employer, and employees.

In the event of a Workplace Harassment and Bullying, or Workplace Violence, complaint made by an employee against a Nation member, client or the public, the employee:

- Must notify their Supervisor of the incident verbally and in writing and include any other documentation associated with the incident;

- The Supervisor investigates the complaint to determine if the incident can be resolved, if not the Supervisor notifies the Administrator and provides them with all documentation associated with the incident;
- The Administrator proceeds with an investigation whereby the alleged offender is given notice of the substance of the complaint and is entitled to attend, and participate in the investigation

### **11.5 Dispute Resolution**

All disputes must be kept confidential. Disputes or questionable situations must be resolved through the dispute resolution process and must be handled internally.

Once the dispute resolution process has been initiated it must be completed. Employees are strongly advised to keep notes on disputes and bring issues forward in a timely manner for resolution.

It is preferred that disputes be resolved within ten (10) business days however may be adjusted due to unforeseen circumstances.

Employees must make every effort to resolve the situation by meeting with the person with whom the employee has a conflict. If the dispute is not resolved through the above meeting the employee must complete a Dispute Resolution Form (Appendix B), compile supporting written arguments/evidence, and present this information to their immediate Supervisor for resolution. If the dispute is with the immediate Supervisor, the employee must submit the information up to the next level of Supervision.

If the dispute is with the Administrator, the employee must submit the information to their immediate Supervisor. If the Supervisor is unable to resolve this dispute, they will present the information to the Chief and Council for resolution.

No employee will take any concern directly to the Tsartlip Chief and/or Council members. An employee who takes any concern directly to the Chief and/or Council members will be subject to disciplinary action up to and including termination. Attempts by any employee to direct their concerns to the Chief and/or any Council member will be reported back to the Administrator for action.

Employees must not report or discuss workplace disputes in the community. An employee who takes any concern directly to the community could be subject to disciplinary action up to and including termination. Attempts by any employee to take concerns to the community should be reported back to the Administrator for action.

All efforts to resolve conflict between employees, Supervisors or the Administrator must be followed as outlined in this Policy and through the Administration department. Any action that is in conflict with the Policy will be viewed as disrespectful and constitute insubordination.

### **11.6 Smoking in the Workplace**

Tsartlip supports the philosophy of providing clean air and a safe environment for all. Smoking is not permitted at any time in any of Tsartlip workplaces and company vehicles either during or after work hours, or when on company business away from the workplace.

Employees who wish to smoke must do so outside and only on their regular breaks. Smoking materials must be extinguished in the fireproof container in the designated smoking area.

Employees will not smoke while transporting clients in their own vehicle and at no time provide clients with smoking products or paraphernalia or accept smoking products or paraphernalia from clients.

### **11.7 Alcohol and Drugs**

The possession, consumption or being under the influence of alcohol or drugs including cannabis, cannabis related products, and other substances (except required prescription medication) while

engaged in duties on behalf of Tsartlip, during regular working hours, either at the workplace or when away on company business, is prohibited. This prohibition also applies to lunch breaks and/or rest breaks, and when socializing with clients for business purposes.

Employees who are scheduled to be on standby duty outside of regular work must also refrain from possessing, consuming or being under the influence of alcohol or drugs including cannabis, cannabis related products, and other substances (except required prescription medication) while on scheduled standby duty.

Employees reporting for work or suspected of or found working under the influence of alcohol or drugs including cannabis, cannabis related products, and other substances will be sent home immediately, without pay and disciplinary action will follow.

An employee with an identified alcohol or drug dependency will be encouraged to seek an unpaid leave of absence for the purpose of treatment

### **11.8 Scented Products in the Workplace**

The use of scented products and fragrances by an individual is a matter of personal choice. However, Tsartlip reserves the right to request an employee to discontinue the use of a particular scented product or products in order to accommodate another employee's medical or olfactory sensitivity to such products.

Employees are expected to minimize their use of and to be courteous and respectful in their use of scented products and fragrances.

## **Section 12 GENERAL INFORMATION**

### **12.1 Use of Office Equipment, Telephones, and Computers**

Tsartlip provides employees with all the technology, tools, supplies, and materials necessary for them to do their job. We ask that employees respect our ownership and provision of these materials and remember that they are only for their use on the job. Employees may use equipment for incidental personal use so long as such use does not interfere with their duties, is not done for gain, does not conflict with Tsartlip business, and does not violate any laws.

Employee responsibilities:

- Inspect equipment and review operational manual before use and report any defects;
- Report any breakage or loss that occurred while equipment was in your possession;
- Unauthorized reconfiguration of hardware or software, modification of other user's accounts for files, and installation of software is not permitted unless authorized to do so.
- Tsartlip licenses its software so that it may be used on all company computers, including laptops and desktop models. Before transferring or copying any software, employees must request permission and receive written authorization from the Administrator. Original software is stored both in the Cloud and in the secured network closet;
- Viruses may be transferred to your system via email attachment or electronic storage devices. Do not copy files or programs from outside sources without using virus-scanning software.

Tsartlip does not wish to examine personal use information, however on occasion the employer may need to access computer files, electronic-mail messages, and voicemail and limit it to protect data breaches etc. All data and information stored on Tsartlip systems are the sole property of Tsartlip regardless of content. Any information maintained on Tsartlip computers might be electronically recalled or recreated regardless of whether it may have been "deleted" or "erased".

Tsartlip is concerned with protecting its confidential and proprietary information and avoiding any misuse of its electronic information systems. All office equipment remains company property, and due care should be taken by all employees to ensure the equipment is well looked after and is used for business purposes.



Tsartlip property, including computers, phones, electronic mail, and voice mail, should be used only for conducting company business. Any personal information and messages stored in these systems will be treated no differently from business-related information and messages. Employees should not expect privacy in using the Band's electronic information systems.

Employees using personal cell phones or other personal electronic devices during work hours must be discrete and keep their conversation brief.

The use of any communication devices (company or personal) in the workplace during work hours or in designated work areas for non-work-related purposes including but not limited to the following is not permitted:

- Playing games;
- Surfing the internet;
- Checking personal email; and
- Sending and receiving personal text messages must be kept to a minimum.

Employees are not permitted to allow the public access to their office computer nor divulge passwords to other staff and members.

## **12.2 Cellular Phones**

Tsartlip cell phones are to be used for business related calls, texts, emails, or data only. In the event that you must use a company cell phone for personal emergency purposes, you will be expected to reimburse Tsartlip for the time spent on personal calls and any long-distance charges that may apply. Employees must not use a cell phone while driving. Employees may not use their personal cell phone for work purposes. Employees may not store any information regarding clients, employees or their work duties on their personal cell phones.

## **12.3 Social Networking/Media**

12.3.1 Employees are not permitted to comment through Tsartlip controlled or personal social networking and media outlets on any work activity if it is considered to be confidential, negative or inappropriate.

Employees may participate in work related social networking if this activity is required as part of their job or supports the Nation's mandate in the community. If you are uncertain, please contact your Supervisor.

Social networking on behalf of Tsartlip is maintained and managed by a designated employee.

12.3.2 Employees should not expect privacy when posting to social media sites and blogging. Monitoring of social media and blogs is conducted, and all content of social media or a blog that identifies or relates to Tsartlip, its employees, customers, suppliers or affiliates is reported to the Administrator for review. Any activity deemed to be inappropriate may result in disciplinary action.

Users of Tsartlip's computer network are strictly prohibited from creating or maintaining personal blogs or logging into social media sites on company computer resources or during company time.

Employees must ensure that they do not divulge private and/or confidential information related to Tsartlip's business, its clients, its affiliates and/or its employees while communicating on social media sites, the internet in general or through blogs, unless prior written approval has been obtained from the Administrator.

## **12.4 Internet Use**

Use of the internet by Tsartlip employees is permitted and encouraged where such use supports the goals and objectives of the business.

However, unacceptable behaviour can have a negative impact upon employee productivity and the reputation of the business. In particular the following is deemed unacceptable use or behaviour by employees:

- visiting internet sites that contain obscene, hateful, pornographic or otherwise illegal material;
- using the computer to perpetrate any form of fraud, or software, film or music piracy;
- using the internet to send offensive or harassing material to other users;
- downloading commercial software or any copyrighted materials belonging to third parties, unless this download is covered or permitted under a commercial agreement or other such license;
- hacking into unauthorized areas;
- publishing defamatory and/or knowingly false material about Tsartlip, including Council, your colleagues and/or the community on social networking sites, 'blogs' (online journals), 'wikis' and any online publishing format;
- revealing confidential information about Tsartlip in a personal online posting, upload or transmission, including financial information and information relating to our customers, business plans, policies, employees, members and/or internal discussions;
- undertaking deliberate activities that waste staff effort or networked resources;
- introducing any form of malicious software into the corporate network.

### **Tsartlip-Owned Information Held on Third-Party Websites**

If you produce, collect and/or process business-related information in the course of your work, the information remains the property of Tsartlip. This includes such information stored on third-party websites such as webmail service providers and social networking sites, such as Facebook and LinkedIn.

### **Monitoring**

All the company's internet-related resources are provided for business purposes. Therefore, Tsartlip maintains the right to monitor the volume of internet and network traffic, together with the internet sites visited. The specific content of any transactions will not be monitored unless there is a reasonable suspicion of improper use.

### **Sanctions**

Where it is believed that an employee has failed to comply with this section, they will face the disciplinary procedure(s) as set out in Section 13 of this Manual. If the employee is found to have breached this Section, they will face a disciplinary penalty ranging from a verbal warning to termination. The actual penalty applied will depend on factors such as the seriousness of the breach and the employee's disciplinary record.

## **12.5 Office Supplies**

Office supplies are to be sourced from Tsartlip approved vendors.

**Ordering:** Employees are to complete the appropriate purchase order request detailing the supplies to be purchased and have their Supervisor sign the form. The form and purchase order is then sent to finance.

**Budget:** Supervisors must ensure that the appropriate budget is in place to cover the cost of program associated supplies.

**Usage:** The personal use of supplies purchased for Tsartlip programs and departments is prohibited.

**Common Usage:** Some common items (pens, tape, staples etc.) are kept in the main reception area and may be requested of the Receptionist.

## **12.6 Lunchroom**

Employees are expected to clean up after themselves i.e. wash up dirty dishes instead of leaving them to accumulate in the sink, and clean up any spills on the counter or in the microwave and refrigerator. All food products are to be stored properly and disposed of prior to spoilage occurring.

## **12.7 Dress Code**

Employees are expected to present a clean and professional appearance while conducting business, in or outside the office. Dressing in a fashion that is clearly unprofessional, that is deemed unsafe, or that negatively affects Tsartlip's reputation or image is not acceptable.

Prohibited clothing includes:

- Halter or bra style tops or tops revealing bare midriff;
- Torn or ripped clothing (intentionally designed or not);
- Any piece of clothing with a logo or insignia that could be construed to be political, racist, offensive or discriminatory.

Employees working outside or offsite e.g., client homes or in the field, are required to wear appropriate closed toe, closed heel footwear or as per WorkSafeBC guidelines.

## **12.8 Personal Property Loss**

Tsartlip is not responsible for reimbursing employees for personal property which is lost or destroyed while conducting Tsartlip business. Employees are responsible for insuring their property through their own homeowner or automobile insurance policies.

## **12.9 Media Relations**

Unless employees receive specific written authorization from the Administrator, only the Chief may respond to inquiries from the media or make statements to the media.

## **12.10 Building Security**

Employees must not open the office door for any non-employee before or after office hours unless there is at least one other employee present. Employees, other than Supervisors, are not allowed in Nation buildings after hours without prior authorization from their Supervisor.

## **12.11 Weather Related and Emergency Related Closings**

At times, emergencies such as severe weather or power failures can disrupt company operations. In such instances, the Administrator will decide on the closure and will provide the official notification to employees.

## **12.12 Visitors in the Workplace**

Visitors are permitted in the workplace during regular work hours. Employees must ensure they have proper childcare arrangements in place and not bring children to work. This section does not apply to those visitors attending to legitimate business matters.

## **12.13 Release of Employee Information**

Please refer to the Third Party Reference Request Policy (HR-005) for details.

Employees may, in writing, authorize the release of certain information by Tsartlip, for the purpose of references, loans and mortgage requirements, medical and/or accident claims.

The Administrator will respond to any government inquiries or court orders.

## **12.14 Whistle Blower Protection**

Please refer to the Whistle Blower Protection Policy (HR-006) for details.

Employees who, acting in good faith and on the basis of reasonable belief, become aware of actual, suspected or intended misconduct, breach of confidential information, unlawful activity, suspicious financial management, or other concerns have a duty to report such misconduct or incidents verbally and in writing as soon as learning of them, to the Supervisor and the Administrator. Employees reporting such activities in good faith will not be subject to discipline or any form of retaliation for "whistle blowing."

### **12.15 Work Vehicle/Vessel Usage**

Please refer to the Motor Vehicle Use Policy (HR-013) for details.

Please refer to the Marine Vessel Use Policy (HR-014) for details.

Employees who are required to operate a Tsartlip motor vehicle must provide Human Resources with a copy of the valid BC Class 5 Driver's License and Driver's Abstract to their Supervisor for placement into their personnel file.

Employees who are required to operate their own vehicle to conduct Tsartlip business must provide Human Resources with a copy of the valid BC Class 5 Driver's License and Driver's Abstract along with proof of having the minimum insurance coverage legally required for work related use. Tsartlip will not be held responsible for any claims, accidents or damage to a private vehicle.

Employees who are required to operate Tsartlip marine vessels must present the following certificates to their Supervisor for placement into their personnel file: Small Vessel Operator Proficiency (SVOP); Restricted Radio Telephone Operator/VHF; MED-SDVBS (Small Domestic Vessel Basic Safety), and Marine First Aid certificates.

## **Section 13 DISCIPLINE, TERMINATION OR RESIGNATION OF EMPLOYMENT**

Please refer to the Discipline, Termination or Resignation Policy (HR-002) for details.

### **13.1 Disciplinary Action**

Actions may be taken to discipline employees who breach the HR Manual.

Disciplinary action will be progressive in nature. Progressive discipline involves focusing on employee behaviour and/or performance and taking corrective action that permits employees to correct unacceptable behavior and/or performance. Progressive discipline should be viewed as a development tool, where employees learn from the disciplinary process to improve behavior and performance. This commitment will not negate in any way Tsartlip's right to take strong action to address serious situations, including dismissal for just cause.

Where circumstances warrant, a deviation from the normal progression will be permitted. Examples of where deviations may be warranted include but are not limited to consumption of drugs and alcohol in the workplace; workplace violence, theft, fraud, or the commission of criminal acts affecting Tsartlip or its members. Disciplinary action may also be invoked for repeatedly reporting to work late or for excessive absenteeism.

Disciplinary action will be documented and placed in the employee's personnel file. Any or all of the following actions may be used to discipline employees who (a) contravene Directives outlined in this Policy or (b) do not carry out their job responsibilities appropriately or adequately:

- **Verbal Warning.** Verbal warnings will be used by the Supervisor (or Council specifically in relation to the Administrator) to draw an employee's attention to problematic behaviour. Verbal warnings are to be noted in the employee's personnel file and they are to be informed as such.
- **Written Warning.** Employees will be given a written notice of warning by their Supervisor, setting out the offence and the consequences of repeated infractions of policies or procedures. The signature of the employee concerned will be obtained where possible and the document will be filed in their personnel file.
- **Suspension Without Pay.** For repeated misconduct or serious breaches of conduct, employees may be suspended without pay. Decisions to undertake such action are the responsibility of the

Administrator who will inform Council of any such action prior to its execution. Reasons for this action along with the duration of the suspension will be outlined in writing, provided to the employee, and will be kept as a permanent record on the employee's personnel file.

- **Termination.** An employee may be dismissed for repeated misconduct and/or a serious breach of employment or conduct. Written reasons for termination may be provided by the Administrator and will be kept as a permanent record on the employee's personnel file. The Administrator will inform the Tsartlip Council of any such action prior to its execution.

### **13.2 Termination of Employment**

The Administrator is responsible for all final Tsartlip employee terminations.

Termination of employment may take place upon the initiative of either Tsartlip or the employee.

An employee who no longer meets any or all of the conditions of employment relevant to the employee's position may be subject to termination.

If an employee has been paid for vacation or leave taken but not earned, the money so advanced will be deducted from any money owing to the employee.

#### Termination Without Cause

Employees who are terminated without cause are entitled to written notice or pay in lieu of notice, and where qualified, severance pay in accordance with the provisions of the *CLC*.

Severance pay will not be issued under the following circumstances:

- If an employee quits or otherwise terminates their own employment;
- If an employee has not been employed for at least one consecutive year of employment;
- If an employee is dismissed with just and reasonable cause; or
- If an employee, who upon retirement, is entitled to a registered Pension Plan contributed to by the employer.

#### Termination With Cause

Employees being terminated for cause are not required to be given notice or pay in lieu of notice or severance.

### **13.3 Resignation**

Non-union employees will give a minimum of two (2) weeks' written notice of resignation to their Supervisor.

Supervisors must give a minimum of four (4) weeks written notice to the Administrator.

If the Administrator is resigning, they will provide at least four (4) weeks written notice to the Council.

In the event an employee resigns, Tsartlip will acknowledge their resignation.

Unionized employees are directed to review the BCNU collective agreement.

### **13.4 Retirement**

An employee wishing to retire must advise their Supervisor in writing at least two (2) months prior to the potential retirement date to facilitate planning.

An employee, who retires within the prescribed time according to the *Pension Plan Fund*, will receive benefits in accordance with existing pension benefits.

The benefit and pension Administrator will notify the employee prior to their retirement of the process and requirements needed to complete the necessary documentation.

### **13.5 Exit Interview**

It is the policy of Tsartlip to gather information about the employee's reason for leaving employment. An employee's overall impression of the organization and changes can be used to make improvements to Tsartlip.

An exit interview may be initiated by the employee, their immediate Supervisor or the Administrator. Tsartlip will encourage these interviews and provide coordination, but the employee's participation is completely voluntary. The interview may be carried out through a meeting with the Administrator or an independent third party.

The completed exit interview will be placed on the employee's personnel file.

### **13.6 Final Pay Cheque**

Tsartlip will provide the employee with their final regular pay on the regular payday. Any other amounts owed will be paid within five (5) workdays from the last day of employment.

### **13.7 Return of Company Property**

Any Tsartlip property issued to employees, such as computer equipment, records, files or keys must be returned prior to the employee's last day of work.

## **Section 14 POLICY MANUAL REVISIONS**

Council has the authority and responsibility to update this Policy Manual from time to time in consultation with the Policy Committee and the Administrator.

## **Appendix A – EMPLOYEE CODE OF ETHICS AND CONDUCT**

As a Tsartlip employee, I hereby agree to fulfill the responsibilities of my position and abide by the Employee Code of Ethics and Conduct as follows:

- a) I will perform my duties conscientiously, loyally, courteously, and honestly. My primary purpose is to serve the people of Tsartlip by providing quality work, programs and services;
- b) I will maintain a team approach to service/program delivery at all times;
- c) I will report to the workplace on time on every scheduled working day and maintain all scheduled work hours. These work hours will be dedicated solely to the responsibility of performing my duties;
- d) I will respect and recognize the lines of authority and accountability, of Chief and Council and Supervisors;
- e) I will not publicly criticize other employees, Supervisors, or the employer (Council) or the policies of the Council or individual departments nor will I conduct myself in a manner that will compromise the integrity of Tsartlip;
- f) I will respect the confidentiality of all records, materials and communication concerning employees and clients unless the Administrator and employee or client has authorized its distribution;
- g) If I am a member of a professional association I will comply by the association's code of ethics;
- h) I will maintain a satisfactory standard of dress and general appearance appropriate to my duties;
- i) I will use the equipment, property and supplies owned, leased or rented by the Band Administration, for authorized use only;
- j) I will refrain from working under the influence of alcohol and drugs which inhibits/changes my performance at work. I will not consume alcohol or use drugs during business hours;
- k) I will declare to my Supervisor any fees, gifts, or other tangibles offered to me in reward for duties performed within my employment, including cultural offerings such as traditional foods or tobacco;
- l) I will serve clients, internal and external, using the maximum application of skill and competence;
- m) I will not request money, gifts, favors etc. from clients or community members;
- n) I will attend and actively participate in all staff meetings;
- o) I will treat other employees, Supervisors, or the employer (Council) with respect and dignity and will not engage in behavior that is considered harassment or discriminatory.

## Appendix B – DISPUTE/INCIDENT RESOLUTION

EMPLOYEE: \_\_\_\_\_ POSITION: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

(Use additional pages, if necessary)

**1. WHAT HAPPENED?** (Objectively state details)

**2. WHO WAS INVOLVED?** (Include names of parties involved and witnesses, if any)

**3. WHERE and WHEN DID THE INCIDENT TAKE PLACE?** (Identify the specific location, date and time of incident)

**4. WHY DO YOU BELIEVE THIS SITUATION CONSTITUTES A CONCERN?** (Please refer to the appropriate section in the Employee Human Resource Handbook that this complaint is regarding.)

**5. WHAT REDRESS ARE YOU SEEKING?**

\_\_\_\_\_

Employee Signature

\_\_\_\_\_

Date

**MANAGER'S RESPONSE:**

\_\_\_\_\_

Manager's Signature

\_\_\_\_\_

Date



## Appendix C – ELECTRONIC ACCESS

The Internet is an "open" environment. Information transmitted by the Internet or stored on servers accessible by the Internet may be non-secure and may be logged or viewed by non-intended audiences. Activities on the Internet can be traced to the address from which it originates.

1. During work hours, the internet and email may only be used for business purposes as outlined in Section 12.
2. Users must comply with all applicable laws and regulations and must respect the legal protection of intellectual property as provided by copyright and licenses with respect to both programs and data.
3. Internet usage must be able to survive scrutiny and/or disclosure. Users must avoid accessing sites that might bring Tsartlip into disrepute, such as those which carry offensive material.
4. Employees may use the Tsartlip internet services for personal improvement, outside of scheduled hours of work, provided that such use is consistent with professional conduct and is not used for personal financial gain.
5. Internet Chat channels or other Internet/social media forums such as newsgroups or net servers may be used only to conduct work related business or to exchange technical or analytical information. Users who wish to express personal opinions must use a private Internet provider and a personal ID.
6. Users must not attempt to obscure the origin of any message or download material under an assumed Internet address.
7. Tsartlip maintains the right to monitor internet usage on its equipment.

Employees are prohibited from using Tsartlip's e-mail system, network, or Internet/Intranet access for the following activities (this is not an exhaustive list):

- Downloading software without the prior written approval of Tsartlip's Network Administrator, their Supervisor or the Administrator;
- Downloading, copying, removing, or retaining any information, documents, reports, files, or intellectual property (either in paper format, faxed, electronically, on USB stick/CD/DVD or by any other means) at any time during or upon completion of their employment.
- Printing or distributing copyrighted materials. This includes, but is not limited to, software, articles and graphics protected by copyright;
- Using software that is not licensed by the manufacturer or approved by Tsartlip;
- Using information from an outside source (including disks or USB sticks) without checking for viruses;
- Using Tsartlip time for the purposes of sharing information/e-mails etc. that is not related to their employment duties;
- Setting up or accessing communication systems for personal use such as Facebook, Twitter, LinkedIn etc.;
- Sending, printing, or otherwise disseminating Tsartlip's proprietary data, or any other information deemed confidential by Tsartlip, to unauthorized persons;
- Operating a business, soliciting money for personal gain or otherwise engaging in commercial activity outside the scope of employment;
- Searching for outside employment;
- Making offensive or harassing statements based on race, color, religion, national origin, veteran status, ancestry, disability, age, sex, or sexual orientation;
- Sending or forwarding messages containing defamatory, obscene, offensive, or harassing statements. An employee should notify their Supervisor immediately upon receiving such a message. This type of message should not be forwarded;

- Sending or forwarding a message that discloses personal information without Tsartlip authorization. This will also include accessing, transmitting, receiving, or seeking confidential information about clients or fellow employees without authorization;
- Sending ethnic, sexual-preference or gender-related slurs and/or jokes via e-mail. “Jokes”, which often contain objectionable material, are easily misconstrued when communicated electronically;
- Sending or soliciting sexually oriented messages or images;
- Attempting to access or visit sites featuring pornography, terrorism, espionage, theft, or drugs.
- Gambling or engaging in any other criminal activity in violation of local, provincial, or federal law;
- Engaging in unethical activities or content;
- Participating in activities, including the preparation or dissemination of content, which could damage Tsartlip’s professional image, reputation and/or financial stability;
- Permitting or granting use of an email or system account to another employee or persons outside Tsartlip. Permitting another person to use an account or password to access the Network or the Internet, including, but not limited to, someone whose access has been denied or terminated, is a violation of this policy;
- Using another employee’s password or impersonating another person while communicating or accessing the Network or Internet;
- Introducing a virus, harmful component, corrupted data or the malicious tampering with any of Tsartlip’s computer systems;
- Other inappropriate use of the Internet will be reviewed by Tsartlip on a case by case basis and may lead to disciplinary action up to and including dismissal or cancellation of contract.

Users are responsible for ensuring that their electronic access usage is appropriate and consistent with ethical conduct under this policy.

## Appendix D – COMPASSIONATE CARE LEAVE

The following classes of person (as per Government of Canada) are included in the definition of “family member” for compassionate care benefits:

You can receive compassionate care employment insurance benefits to care for your:	Or to care for the following family members of your spouse or common-law partner
Child including biological or stepchild	Child
Wife/husband or common-law partner	
Father or mother	Father or mother either married or common-law
Father’s wife or mother’s husband	
The common-law partner of your father or mother	
Brothers or sisters and stepbrothers and stepsisters	Brothers or sisters and stepbrothers and stepsisters
Grandparents and step grandparents	Grandparents
Grandchildren and their spouse or common-law partner	Grandchildren
Son-in-law and daughter-in-law, either married or common-law	Son-in-law and daughter-in-law, either married or common-law
Father-in-law and mother-in-law, either married or common-law	
Brother-in-law and sister-in-law, either married or common-law	
Uncle and aunt and their spouse or common-law partner	Uncle and aunt
Nephew and niece and their spouse or common-law partner	Nephew and niece
Current or former foster parents	Current or former foster parents
Current or former foster children and their spouse or common-law partner	
Current or former wards	Current or former wards
Current or former guardians or tutors and their spouse or common-law partner	
Any other person included as a family member by regulation/law.	

Common law partner means a person who is cohabiting with the individual for a period of at least one year.

**Appendix E – DECLARATION OF UNDERSTANDING**

I, \_\_\_\_\_ (print name) confirm that I have received and read the HR Manual in detail and I agree to abide by its terms and conditions.

I understand that this Manual may be revised or replaced from time to time, in which case I will be asked to sign a new Declaration of Understanding.

I understand that if I am unsure of any part of this Manual it is my responsibility to seek clarification from my Supervisor.

I acknowledge that I have received a copy of this entire HR Manual.

I understand and acknowledge that if I breach the terms and conditions of this HR Manual, I may be subject to disciplinary action, up to and including termination.

\_\_\_\_\_  
Employee Signature

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

\_\_\_\_\_  
Date

Cc: Personnel File