

UPPER NICOLA BAND
HUMAN RESOURCE POLICY

DRAFT

RATIFIED

DAY-MONTH-YEAR

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1 Welcome

A sincere and warm welcome to the Upper Nicola Band Administration (UNBA), we are committed to providing a positive and friendly working environment and hope that you find satisfaction in your employment with us. We welcome your contribution to our team.

1.1 Mission Statement

The People of Upper Nicola Band, with unity and respect of our traditional values, are creating the environment that promotes a higher quality of life for all: through responsibility, accountability, social health, education and economic development.

1.2 Statement of Intent

The Upper Nicola Band believes in the development and administration of written statements of policy providing fair employment practices and equal employment opportunities for all employees.

Personnel Policies are approved by Chief and Council, and administered by the Director of Operations or designate. All Program Directors and supervisors are to ensure all employees conduct themselves in accordance with approved Policy.

The Director of Operations or designate shall ensure that all employees have a copy of the Personnel Policy upon commencement of employment and upon changes to the Personnel Policy. All employees of UNBA will be required to acknowledge by signature their understanding and acceptance of the terms, policy and practices of UNBA. This signed form will be filed in the employee's Personnel file.

Nothing contained in this Personnel Policy or in any policy, rule or regulation of UNBA constitutes a contract, agreement or inducement for employment or limits the rights of UNBA or employees of the Band to terminate the employment relationship in accordance with applicable contractual or legislative provisions.

If there is any conflict between the terms set out in this Personnel Policy and those in any applicable law, employment contract, the terms of the employment contract (as applicable) will prevail.

If there is any conflict between the terms set out in this Personnel Policy or Employment contract and Legislation, the applicable legislation will prevail.

In the event of extenuating circumstances the particulars of each case will be reviewed and the applicable policy will be applied.

1.3 *General Polices and Guideline*

1.4 *Policy Amendments*

The purpose of these polices is to promote a clear understanding among UNBA staff, Band Administration, Band Members and Chief and Council.

Polices changes, amendments are the responsibility of the Director of Operations

The following procedure will apply:

- 1) Proposed changes are to be put in writing and forwarded to the Director of Operations.
- 2) The Director of Operations will determine if proposed changes should be presented to Chief and Council.
- 3) If to be presented to Chief and Council the Director of Operations will prepare presentation with supporting documentation.
- 4) Chief and Council will review the proposal and consider change, modification, amendments or reject and make the final decision, which will be recorded in the minutes as a motion.

Director of Operations or designate will follow up with any action required from the Chief and Council decision.

1.5 *Terms & Definitions*

- 1) "Abandonment" means an employee gives up completely, his/her employment with UNBA without notification of any kind to the employer, barring extenuating circumstances, you will be considered to have voluntarily resigned after three consecutive "no call, no shows".
- 2) "Acting Program Director" means an individual assigned to cover day-to-day operations of a department while the manager is away for short periods of time, generally less than four (4) weeks.
- 3) "Acting Director of Operations" means an individual assigned by Chief and Council, partial authority and responsibility for the day-to-day operations of the Band Administration for a short period of time, generally less than four (4) weeks. Authority and responsibility does not include authorization of financial transaction over \$5000.00.
- 4) "Business Partners" means an individual in a legally defined business arrangement or partnership.
- 5) "Conflict of Interest" (also Conflict) means a conflict, or the appearance of a conflict, between the private interest and official responsibilities of a person in a position of trust. Persons in a position of trust include staff members, officers, council members and volunteers of UNBA.
- 6) "Council" means the Chief and Councilors duly elected by the members of the Upper Nicola Band in accordance with the Upper Nicola Band Custom Election Code and within the definition of the Indian Act.
- 7) "Department/Program Director" means a person who reports to the Director of Operations and is responsible for program activities within his/her job description.
- 8) "Director of Operations" means the most senior UNBA employee as set out in the Band's administration organizational chart and job description established by a duly approved motion of Council.

- 9) "Dismissal" means permanent removal of an employee by the employer, from any type of employment with UNBA.
- 10) "Disputant" means one who is engaged in a dispute.
- 11) "Elective Leave" means time the employee is permitted to be absent from work due to illness, family illness, quarantined or injured as a result of an accident. This does not include time away from work when the employee's time away from work is covered by WCB, ICBC or the UNBA group insurance benefits.
- 12) "Employee" means a person employed by UNBA in a manner in which s/he receives remuneration of some type for his/her labour/skill or is an elected Chief. This definition excludes contract services where the contractor is self-employed, or employed by another person and volunteers. Employees are persons who are entered, on an ongoing basis, on the payroll records of the UNBA.
- 13) "Employer" means the UNBA represented by the Director of Operations or his/her designate.
- 14) "Employment Year" means 00:01 of the day of commencement of employment by the employee until 24:00 of the day prior to the anniversary of the date of commencement.
- 15) "Extended Family" means aunts, uncles, nephews, nieces, brothers-in-law, sisters-in-law and cousins.
- 16) "Financial Benefit" means monetary, material or any other direct or indirect financial benefit received or perceived to be received, by an individual beyond benefits, normally provided to the Band or Band members as a whole.
- 17) "Holidays or Statutory Holidays" include New Years Day, Good Friday, Easter Monday, Victoria Day, National Aboriginal Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- 18) "Hourly Workers" mean those employees who are paid a prescribed amount of money for each hour worked.
- 19) "Immediate Family" means spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, son, daughter, stepson, stepdaughter, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grand parent, grandchild, ward or guardian – recognizing natural, adopted, foster and traditional relationships and any relative residing with the employee or with whom the employee resides.
- 20) "Interim Program Director" means a person assigned to a management position for an extended period of time with full authority and responsibilities of the position.
- 21) "Interim Director of Operations" means an individual assigned by Chief and Council to fulfill Director of Operations position for an extended period of time with the full authority and responsibilities until a permanent person can be hired.
- 22) "Job Description" means a written list of responsibilities and related duties as prescribed by the Director of Operations or his/her designate as prescribed within the Band.
- 23) "Leave" means time away from job description responsibilities with or without pay as determined in accordance with this policy.
- 24) "UNBA" or "Band" means the Upper Nicola Band
- 25) "Management" means Director of Operations and other managers or directors within the organization.
- 26) "Overtime" means time worked in excess of an agreed upon time for normal working hours by an employee as defined in "Section 12.5.

- 27) "Performance Evaluation" means a review and assessment of an employee's ability to conduct the responsibilities and duties of his/her "job description" the policies of UNBA and working relationships with superiors and co-workers.
- 28) "Principal" means the most senior School employee who is responsible for the supervision of all School Staff.
- 29) "Professional Mediator" means a person who has been certified by a recognized school of mediation.
- 30) "Recruitment" means to solicit with the objective of hiring an employee.
- 31) "Regular Full Time Employee" means an employee who works 32 hours in a workweek and whose workweeks constitute 52 weeks in a calendar year.
- 32) "Regular Part-Time employee" means an employee who works between 25 and 32 hours in a workweek and whose workweeks constitute 52 weeks in a calendar year.
- 33) "Selection Committee" means the committee, which interviews applicants to fill vacant positions with the administration of UNBA. The selection committee is appointed by the Director of Operations or Program Director, also, referred to as the Interview Panel.
- 34) "Supervises" means the act of ensuring job descriptions, working relationships and adherence to UNBA policy are followed.
- 35) "Supervisor" means the person to which the employee reports as set out in the employee's job description.
- 36) "Temporary Employee" means an employee who is hired for a specific time period, employment offer includes an employment start and employment end date.
- 37) "Vacation" means earned and approved time away from the job description responsibilities of work with pay and excludes sick time, general holidays, and various types of leave as set out in Section 14.
- 38) "Work Day" means any daily schedule between 7:00 AM and 5:30 PM Monday to Friday or defined in an employment contract.
- 39) "Work Week" means from 00:01 Sunday morning to 24:00 Saturday night.

1.6 Personal Property

Employees are encouraged to protect their personal property, as UNBA is not liable for the loss of or damage to personal property on Band premises. For this reason, UNBA strongly recommends that employees do not bring to work or store in a desk or work area any valuable items, possessions or tools.

1.7 Lunchroom

A Band lunchroom with certain amenities may be provided for employees' convenience. The lunchroom is to be kept clean at all times.

1.8 Scent-Free Workplace Policy

Due to the health concerns arising from exposure to scented products UNBA has instituted this policy to provide a scent-free environment for all employees and visitors.

UNBA is a scent-free environment. Please do not use scented products while at work. Staff and visitors are asked not to use scented products before reporting to work.

The use of scented products will not be allowed within the building at any time. In addition, all materials used for cleaning will be scent-free.

Scented products (e.g. hairspray, perfume and deodorant, etc.) can trigger adverse physical reactions such as respiratory distress and headaches. We ask for everyone's cooperation in our efforts to accommodate employee health concerns, and minimize unnecessary workplace health and safety hazards.

1.9 *Smoking Policy*

At UNBA smoking is not permitted in any facility. Smoking is permitted outside of buildings in designated areas only. Please keep these areas clean.

1.10 *Employee Expense Reimbursement*

Employees will be reimbursed for reasonable, pre-authorized business-related expenditures. Program Directors will authorize a completed reimbursement form. All receipts must be submitted within 14 days of expenditure.

1.11 *Personnel Records*

There shall be only one (1) personnel file for each employee, to be administered and controlled by the Director of Operations and/or designate.

The UNBA maintains a folder containing employment-related information. These folders are the property of UNBA; no photocopies can be made without written consent. Employees have the right to review their personnel records in the presence of a representative from the Management or designate. To request a file review, contact the Director of Operations or designated Program Director and an appointment will be set up for the file review.

1.12 *Applications of Personnel Policy to Volunteers*

For any volunteers of UNBA who are working on UNBA worksites, the Personnel Policy applies.

2 Drug and Alcohol Policy

2.1 Policy Intent

UNBA is committed to providing a safe, drug and alcohol-free workplace. As such, UNBA will not tolerate the abuse of controlled substances by any employee.

This Policy Shall:

- 1) Outline UNBA policy on substance abuse;
- 2) Detail behavior that is prohibited by the Band;
- 3) Provide definitions for controlled substances covered in this policy;
- 4) Discuss UNBA policy regarding substance dependency;
- 5) Provide employees with a set of expectations.

2.2 Policy Statement

The employees of UNBA are our most valuable resource, and for that reason, their health and safety are of paramount concern. UNBA will not tolerate any drug or alcohol use which imperils the health and well-being of its employees, or threatens its business. The use of illegal drugs and abuse of other controlled substances, on or off duty, is inconsistent with the expectations of character that UNBA holds for all of its employees. Employees who use illegal drugs or abuse other controlled substances (such as alcohol) on or off duty tend to be less productive, less reliable, and prone to greater absenteeism which results in the potential for increased cost, delay, and risk to the business.

UNBA is a drug and alcohol-free workplace. As such, the use of non-prescribed drugs or alcohol during work hours is strictly prohibited. UNBA prides itself on providing a safe working environment for all of its employees. Employees under the influence of drugs or alcohol on the job can pose serious safety and health risks both to themselves and their coworkers. To help ensure a safe, healthy workplace, UNBA reserves the right to prohibit certain items and substances from being brought on to, or being present on company premises. UNBA also prohibits any employee from reporting to work, or working with any measurable level of illegal (or non-prescription) drugs, alcohol, or other controlled substance which might affect the employee's ability to work safely.

2.3 Prohibited Behavior

The following are strictly prohibited, and may incur disciplinary action up to, and including termination of employment, and any legal ramifications consistent with the necessary involvement of law enforcement agencies.

- 1) UNBA employees shall not be under the influence of any non-prescribed drugs or alcohol while they are on company premises, operating a company vehicle, or are in the act of conducting UNBA business regardless of location.
- 2) The use, possession, sale, manufacture or dispensation of any illegal drug, alcohol, or paraphernalia associated with either.
- 3) The use of alcohol or illicit narcotics off UNBA premises that adversely affects the employee's work performance, his/her own safety or the safety of others at work, or UNBA regard or reputation in the community.

- 4) Failure to adhere to the requirements of any drug or alcohol treatment or counseling program in which the employee is enrolled.
- 5) Failure to report to management the use of any prescribed drug which may alter the employee’s ability to safely perform his/her duties.

Any illegal drugs or drug paraphernalia will be turned over to the appropriate law enforcement agency and may result in criminal prosecution.

2.4 Reasonable Suspicion of Impairment

Employees that are reasonably suspected to be unfit for duty as a result of the use of substances set out in this agreement as banned by UNBA will be removed from the premises. Suspicions may be based on specific personal observations that an employed representative can describe pertaining to appearance, behavior, speech and/or breathe odor of the employee.

Reasonable suspicion may also relate to any involvement in a workplace accident. Reasonable suspicion must be documented at or near the time of the observation. In event that an employee meets the criteria for being deemed reasonably suspected the employee will be escorted off of company premises.

2.5 Substances prohibited under UNBA drug policy

The following is a list of substances that are prohibited by UNBA:

Amphetamines	Barbiturates	Benzodiazepines
Cocaine metabolites	Marijuana (THC)	Methadone
Methaqualone	Opiates	Phencyclidine
Propoxyphene	Ethanol (alcohol)	

2.6 Inspections

UNBA reserves the right to inspect any and all property on its premises for the presence of drugs, alcohol or other contraband. UNBA also reserves the right to require its employees to cooperate with any searches of their work area, or property that might be used to conceal drugs, alcohol or other contraband. Employees found to be in possession of such contraband, or who refuse to cooperate in these inspections may be subject to disciplinary action up to an including termination of employment.

2.7 Substance Dependency

- 1) UNBA understands that certain individuals may develop a chemical dependency to certain substances, which may be defined as a disease. UNBA promotes the early diagnosis of this disease, and encourages employees with a dependency on alcohol or drugs to pursue medical, and/or psychological treatment to become successfully cured of this disease.
- 2) Employees are not excused from their duties as a result of their dependencies. Any employee who suspects that he/she might have an emerging drug or alcohol problem is expected to seek appropriate treatment promptly.
- 3) UNBA defines a rehabilitated drug user or alcoholic, or any individual engaged in a supervised drug or alcoholism rehabilitation program that is no longer using drugs or alcohol, as an employee with a disability. As such, UNBA will consider the application of an

individual who has formerly been in violation of the drug and alcohol policy, if the candidate can show evidence of rehabilitation. However, the employee is responsible for adhering to UNBA's Agreement for the Continuation of Employment within this Policy.

- 4) All medical information shall be kept confidential by UNBA.

2.8 Employee Expectations

2.8.1 Management

- 1) Shall identify any situations that may cause concern regarding an employee's ability to safely perform their job functions.
- 2) When necessary, shall remove from the premises any employee who is suspected to be in violation of the provisions of this policy. In the event that the suspicion is questionable, management shall err on the side of caution and act in the best interests of the Band.
- 3) Escort any employee in violation of this agreement from Band premises, using a safe and efficient manner. If the employee is suspected of being impaired, he/she should not be put behind the wheel of a car. The affected employee should have arrangements for safe transportation to their home or to the hospital made for them.
- 4) Conduct any searches, or investigations regarding suspected violations of this policy.

2.8.2 Employees

- 1) All employees are expected to abide by the provisions of this policy.
- 2) In the event that an off-duty employee is requested to come in to work, it is their responsibility to refuse the request and ask that the request be directed to another person if the employee is unfit due to the influence of alcohol or other drugs.
- 3) Any employee convicted of, or who pleads no contest to any substance related offense must inform UNBA within five (5) days of the conviction or plea. Failure to do so will result in disciplinary action up to and including termination of employment. In the event of an employee's conviction or plea to charges relating to the manufacture, possession, sale, use, distribution, receipt, or transportation of any substance, UNBA will determine whether disciplinary action will be taken, including the appropriateness of continued employment.

2.9 Legal Compliance

The Provisions of this policy are subject to any federal, provincial or local laws that may prohibit or restrict their applicability.

3 Privacy Policy

3.1 *Our Commitment to Privacy*

Protecting the privacy and confidentiality of personal information is an important aspect of the way UNBA conducts its business. Collecting, using, and disclosing personal information in an appropriate, responsible, and ethical manner is fundamental to UNBA's daily operations.

UNBA strives to protect and respect personal information of its members, employees, and customers, business partners, and so on in accordance with all applicable regional provincial and federal laws. Each staff member of UNBA must abide by this organization's procedures and practices when handling personal information.

3.2 *Applicability*

This Privacy Policy informs everyone of UNBA's commitment to privacy and establishes the methods by which privacy is ensured. This Privacy Policy applies to all personal information within UNBA's possession and control.

Personal information is defined as any identifying information about an individual or group of individuals, including name, date of birth, address, phone number, e-mail address, social insurance number, nationality, gender, health history, financial data, credit card numbers, bank account numbers, assets, debts, liabilities, payment records, credit records, loan records, opinions, and personal views.

Business information is defined as business name, business address, business telephone number, name(s) of owner(s), Chief and Council, executive officer(s), and director(s), job titles, business registration numbers and financial status. Business information is treated and handled with the same level of confidentiality, privacy, and respect as personal information.

Consent occurs and is obtained when an individual signs an application or other form containing personal information, thereby authorizing UNBA to collect, use, and disclose the individual's personal information for the purposes stated on the form or in Section 3.3 Appropriate Use.

Implied consent is granted by the individual when he/she signs the application or form. This allows UNBA to obtain or verify information from third parties (such as banks, credit bureaus, lenders, or insurance companies) in the process of assessing the eligibility of an individual, customer, client, job applicant, or business partner.

3.3 *Appropriate Use*

UNBA collects and uses personal information solely for the purpose of conducting business and developing an understanding of its members and customers. Any use of personal information or images outside of business use must be authorized by the employee in writing. UNBA hereby asserts that personal information will only be used for the following purposes:

- 1) Administration of the UNBA Payroll
- 2) Administration of the UNBA Benefits plan
- 3) When required during proposal writing
- 4) UNBA Newsletters and Announcements

3.4 Policy Statements

- 1) UNBA assumes full accountability for the personal information within its possession and control. This organization has appointed the Payroll/Personnel Clerk as custodian of all privacy matters and legal compliance with privacy laws.
- 2) UNBA obtains personal information directly from the individual to which the information belongs. Individuals are entitled to know how UNBA uses personal information and this organization will limit the use of any personal information collected only to what is needed for those stated purposes. UNBA will obtain individual consent if personal information is to be used for any other purpose. UNBA will not use that information without the written consent of the individual.
- 3) Under no circumstances will UNBA sell, distribute, or otherwise disclose personal information or contact lists to third parties. However, limited disclosure may be required as part of UNBA fulfilling its stated business duties and day-to-day operations. This may include consultants, suppliers, or business partners of UNBA, but only with the understanding that these parties obey and abide by this Privacy Policy, to the extent necessary of fulfilling their own business duties and day-to-day operations.
- 4) UNBA will retain personal information only for the duration it is needed for conducting business. Once personal information is no longer required, it will be destroyed in a safe and secure manner. However, certain laws may require that certain personal information be kept for a specified amount of time. Where this is the case, the law will supersede this policy.
- 5) UNBA vows to protect personal information with the appropriate security measures, physical safeguards, and electronic precautions. UNBA maintains personal information through a combination of paper and electronic files. Where required by law or disaster recovery/business continuity policies, older records may be stored in a secure, offsite location.
- 6) Access to personal information will be authorized only for the employees and other agents of UNBA who require the information to perform their job duties, and to those otherwise authorized by law.
- 7) UNBA's computer and network systems are secured by complex passwords. Only authorized individuals may access secure systems and databases.
- 8) Active files are kept in locked filing cabinets.
- 9) Routers and servers connected to the Internet are protected by a firewall, and are further protected by virus attacks or "snooping" by sufficient software solutions.
- 10) Personal information is not transferred to volunteers, summer students, interns, or other non-paid staff by e-mail or any other electronic format.

UNBA's Web site also discloses its personal information practices and agrees to have its privacy practices reviewed for compliance by the Director of Operations or his/her delegate. Individuals inputting data into the Web site will be notified of:

- 1) Personally identifiable information about the individual that is collected from the Web site or through affiliate sites.
- 2) Information about the organization collecting the data.
- 3) How the data will be used.
- 4) With whom the data may or may not be disclosed and/or shared.
- 5) What options are available to the individual regarding the collection, use, and disclosure of personal information?
- 6) The information technology security procedures in place that protect against the destruction, loss, theft, alteration, or misuse of personal information under UNBA'S possession and control.
- 7) How the individual may access and correct any inaccuracies in their personal information.
- 8) UNBA does not collect personally identifiable information from any individual known to be under the age of 13.
- 9) UNBA may share compiled demographic information with its affiliates, agency partners and/or business partners and/or advertisers, but no personal information that can identify any individual person shall be disclosed.
- 10) This Web site may contain links to other sites, but UNBA is not responsible for the content and/or privacy practices of other organizations' sites.
- 11) While IP addresses will be logged in order to administer the site, track visitor movement, and gather demographic information, these IP addresses will not be linked to any personally identifiable information.
- 12) Any registration or order form asking site visitors to enter personal or financial information will be protected by SSL encryption.
- 13) Site visitors are given the choice to opt out of having their personal information used at the point where the information is gathered.

In most instances, UNBA will grant individuals access to their personal information upon presentation of a written request and satisfactory identification. If an individual finds errors of fact with his/her personal information, please notify UNBA as soon as possible to make the appropriate corrections.

Should UNBA deny an individual's request for access to his/her personal information, UNBA will advise in writing of the reason for such a refusal. The individual may then challenge the decision.

UNBA may use personal information without the individual's consent under particular circumstances. These situations include, but are not limited to:

- 1) UNBA is under obligation by law to disclose personal information in order to adhere to the requirements of an investigation of the contravention of a regional or federal, under the purview of the appropriate authorities.
- 2) An emergency exists that threatens an individual's life, health, or personal security.
- 3) The personal information is for in-house statistical study or research.
- 4) The personal information is already publicly available.
- 5) Disclosure is required to investigate a breach of contract.

3.5 Conclusion

Any questions or concerns regarding this Privacy Policy can be addressed by contacting us at 250-350-3246, Fax 250-350-3311, Payroll@uppernicolaband.com or www.uppernicolaband.com. UNBA will investigate and respond to concerns about any aspect of the handling of personal information. This organization will address concerns to the best of its abilities.

4 Code of Conduct

4.1 Policy Intent

Upper Nicola Band is committed to conducting business in an open and ethical manner. We accomplish this by creating a workplace built on the strength of trust, accountability, and integrity in all our business practices. It is the responsibility of every employee to build and maintain this code of ethics by supporting, and actively participating in the process.

This policy shall:

- 1) Establish the roles employees are expected to take in establishing an ethical workplace;
- 2) Define behavior that would be unethical;
- 3) Outline disciplinary actions for violations.

4.2 Policy

Here at Upper Nicola Band we strive to protect all of our employees, members, vendors, customers, and the Band itself from any illegal or damaging actions committed by individuals either knowingly or unknowingly.

Upper Nicola Band will maintain a strict zero tolerance policy against any wrongdoing or impropriety, and will immediately take the appropriate disciplinary actions to correct the problem.

4.3 Employee Expectations

4.3.1 Managers and Supervisors

- 1) These company officials are expected to set a prime example. In all their business dealings, honesty and integrity shall be required.
- 2) Shall have an open door policy allowing for the free discussion of suggestions and concerns from employees.
- 3) Must report any conflicts of interest regarding their position at Upper Nicola Band.
- 4) Must report suspected violations.

4.3.2 Employees

- 1) All employees are expected to work together to promote a workplace built on trust, accountability and openness.
- 2) Disclose any conflicts of interest regarding their position at Upper Nicola Band.
- 3) Report suspected violations.

Retaliation against employees who use these reporting mechanisms to raise genuine concerns will not be tolerated.

4.4 *Unethical Behavior*

- 1) Upper Nicola Band will not be party to the intent or appearance of unethical or compromising practices in its business relationships.
- 2) Harassment or discrimination will not be tolerated.
- 3) Improper use of Band trade secrets (as outlined in the Confidentiality agreement) will not be tolerated.
- 4) Employees shall not use corporate assets or business relationships for personal use or gain.

4.5 *Violations*

In the event that a violation of this policy occurs, Upper Nicola Band will employ disciplinary measures that reflect the severity of the offence up to and including termination of employment. Some violations may indelibly affect our business in a negative fashion. In this case, punitive measures, including legal action may be pursued.

5 Conflict of Interest

No conflict should exist between the private interests of an employee and their duty to their employer. It is the employee's responsibility both to avoid outside interests that might influence their judgment, and to bring potential conflicts of interest to the attention of their direct supervisor and/or the Director of Operations.

More specifically, all employees must disclose to their immediate supervisor any direct interest, financial or personal, that could reasonably be construed by a reasonable person to be a conflict of interest in that the employee might receive or be given a favourable decision in their department as a result of their employment with UNBA

The immediate supervisor shall review any potential or actual conflicts of interest, and take the appropriate course of actions to protect the integrity of both the employee(s) and the Band.

In addition to disclosing the employee's private interests that may be in conflict, the employee shall disclose any interest of an immediate family member or relative. (See "Terms and Definitions")

Failure of an employee to bring to the attention of their immediate supervisor any outside interests which have the potential to create a conflict of interest shall be viewed as a breach of appropriate conduct and subject to discipline.

Examples of actual or potential conflict of interest include, but are not limited to:

- 1) An employee (or relative) with business, investments or employment interests with an organization with which the Upper Nicola Band conducts business.
- 2) An employee with an obligation or loyalty to an individual or organization with which the employer conducts business or is in the process of hiring
- 3) An employee with access to confidential information through employment at Upper Nicola Band that is used to personal benefit, advantage or financial gain.

5.1 *Conflict of Interest in Hiring Practices*

5.1.1 **Family Members:**

- 1) UNBA shall accept applications from, and consider a member of an employee's immediate family for employment if the candidate has all the requisite qualifications.
- 2) An immediate family member shall not be considered for employment if by doing so, it might create a direct or indirect managerial/subordinate relationship with the family member, or if his/her employment could create a conflict of interest either real or imagined.
- 3) For the purposes of this policy, immediate family members are define in the "Terms and Definitions"

5.1.2 Employee Relationships:

- 1) Employees engaging in romantic relationships and employees that become married or live in the same household may continue their employment with UNBA provided that there is neither a direct or indirect managerial/subordinate relationship between the employees, or a conflict of interest, real or imagined, created as a result of the relationship.
- 2) In the event that either a managerial/subordinate, or conflict of interest issue arise, UNBA will work with the employees to accommodate them in a reasonable fashion. Possible resolution may require one of the employees to transfer to another position within the company. If this is not possible, one of the employees must resign.

5.2 Reporting a Conflict of Interest

5.2.1 Employees

Employees who believe they have witnessed a conflict of interest, or where they reasonably believe that they may be engaged in any activity which could present a conflict of interest. UNBA must be made aware of all conflicts of interest in order to take the appropriate action. Employees are obligated to report any conflict of interest to their immediate supervisor, manager or Director of Operations.

5.2.2 Supervisors & Managers

Supervisors and managers are directed to take all appropriate steps to prevent and stop conflicts of interest in their areas of responsibility. Any supervisor or manager who is subject to, witnesses, or is given written or verbal complaints of conflict of interest shall work to minimize or eliminate the issue at hand. In the event that this is not possible with the available resources, the supervisor / manager is required to report the conflict of interest to The Director of Operations. If the conflict of interest involves the Director of Operations the required report is forwarded to the Chief.

5.2.3 Investigation

- 1) UNBA seeks to resolve claims of conflicts of interest as expediently as possible. Investigations shall be conducted and the appropriate actions taken no longer than 30 days following the filing of a complaint.
- 2) The employee's direct supervisor / manager, or Director of Operations shall be responsible for determining and administering the methods and means for addressing complaints. This shall be accomplished through the following methods:
- 3)
 - Determining whether or not a reported act is indeed a conflict of interest.
 - Resolving the conflict of interest.
 - Administering punitive or corrective actions as appropriate.
 - Administering punitive actions if allegations were knowingly falsely made.

At the conclusion of an investigation, the investigator shall prepare a written report which shall include a statement of factual findings and a determination of whether this Policy has been violated. The report shall be presented for review to law enforcement officials or legal counsel, as necessary.

In all cases, the UNBA's Payroll/Personnel department shall retain the findings report for a minimum of 3 years or for as long as any administrative or legal action arising out of the complaint is pending.

5.2.4 Assurance against Retaliation

This Policy encourages employees to report any conflict of interest encountered in their employment at UNBA. Retaliation against the Complainant is strictly prohibited and will result in appropriate disciplinary action. Retaliation by the Respondent, or anyone acting on behalf of the Respondent, against any witness providing information about a conflict of interest report, is also strictly prohibited. Acts of retaliation include (but are not limited to) interference, coercion, threats, and restraint.

This Conflict of Interest Policy will not be used to bring fraudulent or malicious complaints against employees. Any complaint made in bad faith, if demonstrated as being such through convincing evidence, will result in disciplinary action being taken against the individual lodging the fraudulent or malicious complaint.

6 Anti-Harassment Policies

6.1 *Anti-Sexual Harassment Policy*

UNBA is committed to building and preserving a positive working environment for its employees. In pursuit of this goal, UNBA does not condone and will not tolerate acts of sexual harassment and/or related retaliation against or by any employee. As such, this policy provides general definitions for sexual harassment and related retaliation:

- 1) Bans and prohibits sexual harassment and related retaliation; and
- 2) Sets forth procedures for employees to follow when they feel a policy violation has occurred.

It is also a violation of UNBA's Sexual Harassment Policy for anyone to knowingly make a false complaint of sexual harassment or to provide false information about a complaint. Individuals who violate this Policy are subject to disciplinary and/or corrective action, up to and including termination of employment.

6.2 *Sexual Harassment Definitions*

- 1) **Appropriate Authority** – Any delegated employee who has the authority to make final decisions regarding employees, harassment claims, and resulting actions. At UNBA, the appropriate authority is the Director of Operations
- 2) **Complainant** – A person who is or has been subjected to the alleged sexual harassment.
- 3) **Respondent** – Someone who's alleged conduct is the subject of a complaint.
- 4) **Sexual Harassment** – Defined as any interaction between individuals, regardless of gender, that can be characterized as unwelcome sexual advances or misconduct. This includes, but is not limited to:
 - a) Requests for sexual favors;
 - b) Verbal conduct of a sexual nature;
 - c) Physical conduct of a sexual nature;
 - d) Submission to sexual favors or conduct as being implied as condition of an employee's employment;
 - e) Implying that rejection of sexual advances will affect employment decisions regarding that individual;
 - f) Creating a sexually intimidating or offensive working environment; or
 - g) Creating a sexually degrading, humiliating, or hostile work environment. (Generally, a single sexual joke, offensive epithet, or request for a date does not constitute hostile environment sexual harassment; however, being subjected to such jokes, epithets, or requests repeatedly may constitute a hostile environment sexual harassment.)

6.2.1 Retaliatory Acts

Any retaliation, retribution, or reprisal by a Respondent against any Complainant who reports an incident of alleged sexual harassment, or against any employee who testifies or otherwise participates in an investigation or hearing relating to the allegation of sexual harassment.

6.2.2 Policy and Procedures

Individuals who believe they have been victimized by an act or acts of sexual harassment should report the incident(s) immediately to the appropriate authority. Any delays in reporting acts of sexual harassment can make the case against the Respondent more difficult to establish, and may even result in retaliatory acts by the Respondent.

6.2.3 Report Obligations – Employees

Employees who believe they are victims of sexual harassment in their working environment are advised to first respond to the alleged harasser directly, by objecting and by requesting that the unwelcome behavior stop immediately. If this approach is unsuccessful, UNBA must be made aware of all acts of sexual harassment or retaliation in order to take the appropriate action. Thus, individuals who believe they have been subject to or have witnessed acts of sexual harassment or retaliation should report to the appropriate authority, or to their supervisor/manager. Delays in reporting may be unavoidable in some circumstances (to be determined on a case-by-case basis).

6.2.4 Report Obligations – Supervisors & Managers

Supervisors and managers are directed to take all appropriate steps to prevent and stop sexual harassment in their areas of responsibility. Any supervisor or manager who is subjected to, witnesses, or is given written or verbal complaints of sexual harassment acts or retaliation shall immediately report it to the appropriate authority. Delays in reporting may be unavoidable in some circumstances (to be determined on a case-by-case basis).

Supervisory personnel who are contacted by an individual seeking to file a complaint about sexual harassment in their unit shall assist the complainant in contacting the appropriate authority.

6.2.5 Investigation

UNBA seeks to resolve sexual harassment claims as expediently as possible. Investigations shall be conducted and the appropriate actions taken no longer than 10 days following the filing of a complaint.

The appropriate authority is responsible for determining and administering the methods and means for addressing sexual harassment complaints. The appropriate authority is also responsible for:

- 1) Determining whether or not a reported act is indeed sexual harassment or retaliation.
- 2) Resolving the dispute, with the agreement of both parties, where necessary.
- 3) Administering punitive or corrective actions if allegations are true.
- 4) Administering punitive actions if allegations were knowingly falsely made.

Wherever and whenever investigations are conducted, this Policy asserts that Complainants and Respondents certain rights. These rights include, but are not limited to:

- 1) Receiving written notice of the allegations (where permitted by law).
- 2) Presenting relevant information to the Appropriate Authority.
- 3) Receiving a copy of the report at the conclusion of the investigation (where permitted by law).

At the conclusion of an investigation, the investigator shall prepare a written report which shall include a statement of factual findings and a determination of whether this Policy has been violated. The report shall be presented for review to law enforcement officials or legal counsel, as necessary.

6.2.6 Report Handling Procedures

The appropriate authority shall advise the Complainant and the Respondent of the resolution of any investigation conducted under this Policy. A copy of the investigative findings shall be provided in writing to the Complainant and the Respondent.

In all cases, the UNBA's Personnel department shall retain the findings report for a minimum of 3 years or for as long as any administrative or legal action arising out of the complaint is pending.

6.2.7 Confidentiality

All records of sexual harassment reports and subsequent investigations are considered confidential and will not be disclosed to anyone except to the extent required by law.

UNBA will do everything it can to protect the privacy of the individuals involved and to ensure that the Complainant and the Respondent are treated fairly and respectfully. UNBA will protect this privacy so long as doing so remains consistent with the enforcement of this Policy and adherence to the law.

6.2.8 Assurance against Retaliation

This Policy encourages employees to freely express – in a responsible and orderly fashion – their thoughts, opinions, and feelings regarding sexual harassment complaints. Retaliation by the Respondent or anyone acting on behalf of the Respondent, against the Complainant is strictly prohibited and will result in appropriate disciplinary action. Retaliation by the Respondent, or anyone acting on behalf of the Respondent, against any witness providing information about a sexual harassment report, is also strictly prohibited. Acts of retaliation include (but are not limited to) interference, coercion, threats, and restraint.

This Sexual Harassment Policy will not be used to bring fraudulent or malicious complaints against employees. Any complaint made in bad faith, if demonstrated as being such through convincing evidence, will result in disciplinary action being taken against the individual lodging the fraudulent or malicious complaint.

6.2.9 Procedures for Handling Complaints of Sexual Harassment

Once the Complainant lodges a complaint with his/her supervisor or the appropriate authority, a discussion will take place that shall be kept confidential, to the extent allowed by the law. If desired by the Complainant, no written record will be kept of this initial discussion. During this discussion, the recipient of the complaint will explain all options available to the Complainant. If the Complainant wishes to proceed further with his or her complaint, the Complainant must then provide a written statement regarding the alleged sexual harassment.

6.2.10 Informal Procedures

If desired, the Complainant may attempt to resolve the matter directly with the Respondent. The Complainant must report the resolution, or lack thereof, to the appropriate authority. The appropriate authority may notify the Respondent of the complaint, keeping all such communication confidential. The appropriate authority may then implement whatever steps are necessary to create an informal resolution that is acceptable to both the Complainant and Respondent.

If an informal resolution of the complaint is achieved, no record of the complaint will be entered in the Respondent's personnel records. However, the appropriate authority will record the occurrence of the complaint and the informal resolution achieved. Again, this record will remain confidential.

6.2.11 Formal Procedures

In the case of formal complaints, the Respondent shall have 10 working days to respond, in writing, to the allegation. The Respondent's statement, written on company letterhead, must answer – with specific responses – to each complaint, either admitting, denying, or explaining the allegations against them. The Respondent must sign his or her statement, which will then be attached to the original complaint.

If a formal hearing is warranted, the appropriate authority will conduct a hearing within 30 working days after receiving the request.

6.2.12 Disciplinary Actions

Upon concluding that an instance of sexual harassment has indeed occurred, the Respondent will be subject to disciplinary action, which may result in suspension of duties, or outright termination of employment. Disciplinary actions imposed by the appropriate authority will be determined on the basis of the facts of each case and the extent of harm to UNBA's interests and business goals.

6.2.13 Timelines

Complainants are always encouraged to file a complaint immediately after an alleged incident of sexual harassment. Nevertheless, UNBA is aware that such timely response may not always be possible, due to feelings of humiliation or fear on the Complainant's part. Individuals who believe that they have experienced sexual harassment should lodge a complaint within 30 days following an alleged incident. Under extreme circumstances, this timeline may be extended to 60 days at the request of the Complainant; however, it is the responsibility of the Complainant to show good reasons for this extension.

6.2.14 Records

Records of all formal and informal resolutions, hearings, and reviews will be kept by the Personnel department, except where otherwise stated in this Policy. The records will only be available to managerial members of the Administration, and only in the following circumstances:

- 1) When determining an appropriate disciplinary action for subsequent sexual harassment complaints.
- 2) When a Respondent is a candidate for a promotion to a supervisory position.
- 3) When a complaint against retaliatory action is made.
- 4) When a decision or resolution is reviewed.

Any records concerning employees will be maintained in accordance with all applicable laws and regulations. Both the Complainant and the Respondent are eligible to obtain copies of hearings or of their own statements made throughout the course of the sexual harassment remediation process.

6.3 *Anti-Harassment and Anti-Violence Policy*

6.3.1 Purpose

UNBA is committed to building and preserving a safe and healthy working environment for its employees. In pursuit of this goal, UNBA does not condone and will not tolerate acts of harassment and/or violence against or by any UNBA employee. As such, this policy prohibits physical or verbal threats – with or without the use of weapons – intimidation, or violence in the workplace to minimize risk of injury or harm resulting from violence to UNBA employees.

It is also a violation of UNBA's Anti-Harassment and Anti-Violence Policy for anyone to knowingly make a false complaint of harassment or violence, or to provide false information about a complaint. Individuals who violate this Policy are subject to disciplinary and/or corrective action, up to and including termination of employment.

6.3.2 Harassment Definition

Harassment is defined as any interaction between individuals that can be characterized as unwelcome, intimidation, bullying, violence, or misconduct. UNBA rejects and entirely disapproves of all harassment based on the grounds of: race (i.e. color, ethnicity, origin, nationality, and descent), sex, marital status, age, sexual orientation, gender history, religious beliefs, political convictions, disability, or medical condition. Such acts include:

- 1) Inappropriate physical conduct;
- 2) Creating an intimidating or offensive working environment; or
- 3) Creating a degrading, humiliating, or hostile work environment.

6.3.3 Violence Definition

Violence is defined as any interaction or act of aggression or hostility between individuals that involves: causing physical injury to another person; the utterance of threatening remarks; creation of a reasonable fear of injury; subjecting another individual to emotional distress; damaging employer or employee property; the possession of a firearm or dangerous weapon while on UNBA property or while conducting UNBA business; harassing surveillance (such as stalking); bringing

weapons into the workplace; displaying extreme stress or resentment; displaying irrational or unacceptable behaviour.

6.3.4 Threats Definition

Threats of violence or harassment are considered serious and will be treated accordingly. Threatening behaviour includes, but is not limited to: throwing objects at another person; verbal prediction of harm directed towards another individual or his/her property; making threatening or menacing gestures; obsessive behaviour (e.g. unprofessional and/or excessive unwelcome romantic interest); any such behaviour indicating that the individual is irrational or mentally ill and poses a danger to him/herself or others; escalation of unacceptable behaviour within the workplace (e.g. behaviour triggered by personal circumstances such as an impending divorce, custody battle, etc.)

6.3.5 Weapons

The following items are considered dangerous weapons and are strictly prohibited in the workplace or while conducting UNBA business:

- 1) Firearms such as pistols, revolvers, shotguns, rifles, and so on
- 2) Dangerous knives not required for the performance of job duties
- 3) Any explosive or explosive devices
- 4) Sling shots, baseball bats, clubs, or blunt objects
- 5) Metal knuckles
- 6) Air guns, pellet guns, and blow guns
- 7) Any replica of the above items
- 8) Any other item that could be used to inflict injury upon another individual.

6.3.6 Anti-Violence Policy and Procedures

UNBA employees are prohibited from engaging in any violent or harassing behaviour towards others. Any physical, verbal, or visual act – with or without a weapon, as defined above – that threatens, intimidates, creates fear, or has the purpose of interfering with an employee's job duties, or similarly creates an intimidating, hostile, or offensive work environment, is forbidden.

- 1) Managers, supervisors, business unit leaders, or the Director of Operations will take immediate action to resolve any situation that involves harassment or violent behaviour. This includes, but is not limited to, calling 911 for immediate police assistance.
- 2) Incidents that constitute criminal acts (whether felony or misdemeanor) will be referred to the local police department or other policing agency.
- 3) Complainants are encouraged to file a complaint immediately after an alleged incident of harassment or violence. Nevertheless, UNBA is aware that such a timely response may not always be possible, due to humiliation or fear. Individuals who believe that they have experienced harassment or violence should lodge a complaint in writing within 14 days following an alleged incident. Under extreme circumstances, this timeline may be extended to 30 days at the request of the complainant; however, it is the responsibility of the complainant to provide good reasons for this extension.

- 4) The Director of Operations will assist employees, managers, supervisors, and business unit leaders in investigating and preparing documentation for acts and incidences of harassment or violent behaviour.
- 5) This policy encourages employees to freely express – in a responsible and orderly fashion – their thoughts, opinions, and feelings regarding harassment or violence complaints. In no case shall any employee who reports threats or acts of violence be retaliated against through disciplinary action. Acts of retaliation include (but are not limited to) interference, coercion, threats, physical restraint, workload reassignments, denial of promotion, or any other manner of retribution. Any acts of retaliation must be reported immediately to the Director of Operations.
- 6) Should an employee be harassed or threatened by an individual from outside the workplace, and have reason to believe this person may harm them in any way, the employee is required to report concerns to his or her supervisor.
- 7) Should an employee have a legal court order (e.g. restraining order, or “no-contact” order) against another individual, the employee may be required to notify his or her supervisor, and to supply a copy of that order to the Director of Operations. This will likely be required in instances where the employee strongly feels that the aggressor may attempt to contact that employee at UNBA, in direct violation of the court order. Such information shall be kept confidential.
- 8) If any visitor to the UNBA workplace is seen with a weapon (or is known to possess one), and makes a verbal threat and/or assault against an employee or another individual, employee witnesses are required to immediately contact the police, emergency response services, their immediate supervisor, and the Director of Operations.
- 9) All records of harassment and violence reports, and subsequent investigations, are considered confidential and will not be disclosed to anyone except to the extent required by law. UNBA will do everything it can to protect the privacy of the individuals involved and to ensure that complainants and respondents are treated fairly and respectfully. UNBA will protect this privacy so long as doing so remains consistent with the enforcement of this policy and adherence to the law.
- 10) This Anti-Harassment and Anti-Violence Policy must never be used to bring fraudulent or malicious complaints against employees. Any complaint made in bad faith, if demonstrated as being such through convincing evidence, will result in disciplinary action being taken against the individual lodging the fraudulent or malicious complaint.
- 11) In cases where criminal proceedings are forthcoming, UNBA will assist police agencies, attorneys, insurance companies, and courts to the fullest extent.
- 12) Disciplinary or corrective action may be taken, up to and including suspension of duties or termination of employment, for any violations of this policy.

7 Network Policy

UNBA is responsible for the actions of its staff and the legal implications of unethical use of its hardware, software, network, e-mail and internet connection (herein referred to as "Systems").

The purpose of this policy is to provide guidelines so that UNBA Staff may use these resources in ways that maximize employee productivity, are responsible and respectful of all legal issues and avoid network disruptions.

7.1 General

UNBA acknowledges that these Systems are an efficient means of completing their objectives. These Systems may only be used by authorized individuals and primarily to accomplish tasks related to their jobs. Occasional and reasonable use for personal reasons is permitted, provided it does not interfere with work performance and deadlines.

The use of the Systems for personal gain, personal business, and to commit fraud or to display or transmit any materials that are discriminatory, defamatory, harassing, insulting, offensive, pornographic or obscene is strictly prohibited.

7.2 Internet Usage

The internet is a massive global network offering access to unlimited information and resources. The internet is not controlled by any one organization and the source of information obtained cannot always be guaranteed.

Accessing, downloading or saving materials from the internet must be in accordance with internal policies and must adhere to all copyright restrictions.

7.3 Email Usage

Email is a proficient and prompt communication tool provided to staff to assist them in conducting day-to-day business on behalf of the Band. All email must be professional in nature and comply with all related policies.

No one may solicit, promote or advertise any other organization, product or service through the use of email or anywhere else using the Systems. All email sent externally shall have the standard disclaimer automatically attached. The following is the standard footer for all UNBA emails.

"This email and any files transmitted with are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this email in error please notify the system administrator. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the Upper Nicola Band. Finally, the recipient should check this email and any attachments for the presence of viruses. The Upper Nicola Band accepts no liability for any damage caused by any virus transmitted by this email."

7.4 Chat, Newsgroups, ListSrvs and Forums

The use of such services is restricted and should be accessed and used within the limits of this policy, the employee's job description and UNBA's mandate.

7.5 Instant Messenger Services (IMS)

IMS is becoming an ever-increasing means of communication, both personal and business related. The use of such systems is allowed for business use only.

Screen names must be professional in nature and IMS must only be used according to internal policies.

7.6 Peer to Peer Applications (P2P)

P2P software is not to be used under any circumstances; although many materials have been placed on P2P networks with a creator's consent, much of the material had been duplicated from copyrighted materials and goes against internal policy.

7.7 Right to Access

Management has the right to access or monitor all electronic data or records created, received or stored on Upper Nicola Band Systems without prior notification. This includes but is not limited to, internet traffic, email, instant messaging and P2P applications. All information generated, replicated, processed and stored by staff during the duration of the employment becomes the property of the UNBA.

In the event access is required all managers must get prior approval from the Director of Operations

7.8 Data Access and Backup

UNBA is responsible for the protection and accessibility of the work that is completed by its staff. The purpose of this clause is to provide guidelines for the management and access to data, which is critical to effective administration of our programs and services.

UNBA has realized that this data is to be used with appropriate and relevant levels of access and with sufficient assurance of its reliability in compliance with existing laws, rules and regulations.

7.9 Data Ownership and Protection

UNBA is the sole owner of the data prepared or acquired by a staff member for use under their job description.

Staff will ensure adequate protection and control procedures for data to which they have been granted the ability to create, modify, view, copy, download or delete.

7.10 Data Access

Only individuals with proper authorization may access data pertinent to their daily job. If you are attempting to access additional data you must ensure you have prior appropriate authorization.

7.11 Data Backup

The ongoing availability of data is vital to the successful delivery of our programs and services. Data can be destroyed by various means such as systems malfunctions, accidental or even intentional means. Adequate scheduled backups will allow data to be readily recovered as necessary. In order to minimize possible loss or corruption of data, we must ensure that data is adequately backed up by performing at least a minimal data backup periodically using CD-ROMs or other means of offsite storage. Copies of your backup must be stored offsite.

7.12 Security

UNBA is responsible for the actions of its staff and the legal implication of unethical use and access of its systems.

The purpose of this policy is to provide guidelines so the UNBA staff may utilize these resources in ways that maximize employee productivity and minimize security gaps.

UNBA has realized that to effectively protect their Systems from unauthorized access, alteration, disclosure or destruction and to guarantee that data and programs are readily available to all authorized members of the staff; they require a level of protection. UNBA also realizes that while no procedures will provide total security, all staff has the responsibility to minimize the risks.

7.13 System Access

You may attempt to access information for which you have authorization including, but not limited to, data and email.

To ensure your workstation is secure in your absence from your office, logging off, a password protected screensaver, or turning off your monitor should be considered when you leave your office.

7.14 Passwords

In the cases where a password is important such as email systems or workstation access, including screensavers, individuals should ensure the passwords are difficult to guess but easy to remember.

If a password has been assigned to you as a temporary password, you must change it before continuing use to the system. To aid in the creation of a password here are some guidelines.

- 1) Use five or more characters, including mixed case
- 2) Deliberately misspell words
- 3) Take the first letter for each word of a phrase
- 4) Include at least two numbers, you can substitute letters for number (i.e. 3 for E)

Individuals should make sure their password is safe, this includes making sure not to write passwords down or let anyone see you entering your password. Change your password every few months and never reuse an old password.

7.15 *System Updates*

Whenever possible, the installation of approved software updates must be performed. This may be set up as an automated feature and it should be set to be completed outside office hours to minimize any disruptions.

7.16 *Virus Protection*

Virus protection is most effective if every workstation and server in the office has up to date anti-virus software installed and is actively monitoring all incoming and outgoing activities to help control infection.

Viruses are able to enter the computer in various ways including email, downloading from the internet and removable media (CD, DVD, floppy).

Computer systems owned by UNBA will run up to date anti-virus software that must remain active at all times. The primary user of a computer system is responsible for keeping the computer system up to date.

7.17 *Identity Misrepresentation*

As an employee of the UNBA you may not assume another person's identity or position without prior written permission.

7.18 *Software use*

UNBA is responsible for the action of its staff and the legal implication of unethical use of software. The purpose of this clause is to provide guidelines so the UNBA staff may use software in ways that are responsible and respectful of all legal issues.

UNBA has purchased relevant fully licensed copies of software from an array of authorized sources to help staff members complete their day-to-day work effectively. Software is only to be installed on Band hardware and is bound to licensing agreements that must be adhered to in all aspects and may not be used otherwise. Software obtained from any other source which could present security and legal threats is strictly prohibited.

7.19 *Backup Copies of Software*

Backup copies of legitimate software can be made in accordance with licensing agreements. Backup copies may not leave Band premises or be installed against original licensing agreement.

7.20 *Acquisition of Software*

UNBA will make available adequate copies of legally acquired software to meet all justifiable requirements of staff's day-to-day work. This software will be provided in a timely fashion for all of our computers.

Software purchases must be pre-approved and follow within organizational guidelines. Shareware, demonstration or trial versions of software may not be installed without prior approval and must be installed according to their licensing agreement.

7.21 Potentially Offensive Materials

UNBA is responsible for the actions of its staff and the legal implication of unethical use of its systems.

UNBA has realized that access to information is an intricate part of completing tasks efficiently and effectively in accomplishing their objectives on a day-to-day basis. To most effectively accomplish this we have determined that an open environment for sharing information is invaluable.

Using UNBA'S systems to display or transmit any materials that are discriminatory, defamatory, harassing, insulting, offensive, pornographic or obscene is strictly prohibited.

7.22 Receiving Content

Discriminatory, defamatory, harassing, insulting, offensive, pornographic or obscene material received from any sources is strictly prohibited and must be disposed of immediately.

7.23 Audits and Enforcement

UNBA has the authority to enforce this policy – this may include random audits, announced or unannounced, of hardware to ensure proper software use, and/or the use of open Domain Name Server (DNS).

In the event of employee violation of this policy, software found on UNBA property for which a valid license or proof of license cannot be determine will be removed and disciplinary actions, up to termination, may result

Failure to comply with these policies may result in disciplinary action, up to and including termination of employment.

8 Health and Safety

The Chief and Council and Management recognize the need to promote and maintain a safe working environment.

The Chief and Council and Band Administration will ensure that the UNBA complies with all health and safety regulations and provisions of the Canada Labour Code Part II, B.C. Workers Compensation Act, Workplace Hazardous Materials Information System (W.H.M.I.S.) and other applicable legislation.

8.1 *Joint Occupational Health & Safety Committee*

A joint committee will be maintained in accordance with the current the Canadian Labour Code Part II, the committee consists of:

- 1) At least 4 members or, if a greater number of members is required by regulations that greater number.
- 2) Have worker representatives and employer representatives.
- 3) Half of the members must be worker representatives
- 4) Must have 2 co-chairs, one selected by the worker representative and the other selected by the employer representative.

Selection of the committee members will follow Canadian Labour Code Part II. The Committee shall report to the Director of Operations.

The Committee shall comply with, and enforce all health and safety regulations and provisions within the Canadian Labour Code Part II and the provisions under Workplace Hazardous Materials Information System (W.H.M.I.S.).

The Joint Committee must establish its own rules of procedure, including rules respecting how it is to perform its duties and functions. The committee must meet regularly at least once each month unless another schedule is permitted or required by regulation or order.

The Joint Committee has the following duties and functions in relation to the workplace:

- 1) To identify situations that may be unhealthy or unsafe for workers and advise on effective systems for responding to those situations;
- 2) To ensure that adequate records are maintained on work accident, injuries, health hazards and complaints;
- 3) To consider and expeditiously deal with complaints relating to the health and safety of workers;
- 4) To consult with workers and the employer on issues related to occupational health and safety and occupational environment;
- 5) To make recommendations to the employer and the workers for the improvement of the occupational health and safety and occupational environment of workers;

- 6) To make recommendations to the employer on educational programs promoting the health and safety of workers and compliance with this part of the regulations and to monitor their effectiveness;
- 7) To advise the employer on programs and policies required under the regulations for the workplace and to monitor their effectiveness;
- 8) To advise the employer on the proposed changes to the workplace or the work processes that may affect the health or safety of workers;
- 9) To ensure that accident investigations and regular inspections are carried out as required by this part and the regulations;
- 10) To participate in inspections, investigations and inquiries as provided in this part and the regulations;
- 11) To carry out any other duties and functions prescribed by regulations.

8.2 Responsibility Of The Employee Shall Include:

Employees are responsible for taking all reasonable and necessary precautions to ensure their own safety and health and that of anyone affected by their work, including reporting all hazardous or unsafe working conditions to the appropriate supervisor.

- 1) Employees shall comply with employer instructions concerning safety and health.
- 2) Employees shall report any hazards and accidents in the workplace to their manager.
- 3) Employees shall use safety materials, equipment, devices and/or clothing either furnished by the employer or prescribed by a Regulation.

8.3 Responsibility Of The Employer Shall Include:

The employer shall be responsible for reviewing and acting on the recommendations of the Safety Committee;

- 1) The employer shall provide a safe and healthy work environment, including first aid and supplies, appropriate safety equipment and clothing, protective devices for machinery, tools and equipment and the proper level of ventilation, lighting and noise.
- 2) The training and education of employees (i.e. safety orientation, hazardous materials, fire and emergency procedures and the safe operation of equipment and tools).
- 3) The employer shall develop a program to manage work place hazardous material.

8.4 Fire/emergency Procedures

In the event of an emergency alarms will sound. This is the signal to evacuate the building. Please leave the building via your department's fire exits and follow the direction of your safety committee members.

Proceed in a calm, orderly fashion to the parking lot and wait for further instructions.

8.5 WCB Claims

In the event of a workplace injury all approved WCB payments are paid directly to the employee. The employee is responsible to ensure all benefit premiums are paid so there is no disruption to the benefits coverage during the injury period.

9 Working Conditions

9.1 Employee Classifications

- 1) **Regular Full Time** – Employee scheduled to work a minimum of 32 hours a week 52 weeks a year.
- 2) **Regular Part time** – Employees scheduled to less than 32 hours but more than 25 hours a week 52 weeks a year.
- 3) **Temporary/Casual /Project** – Employees scheduled to work full-time or part- time hours for a predetermined period of time. Temporary/Casual/Project employees are primarily employed as vacation relief, sick leave relief, maternity/parental leave relief, temporary workload relief or for a specific task or project. (Temporary employees are not categorized as Contractors.)

Employees – a written agreement in which an employee agrees to work on a full-time, part-time or temporary basis for an employer for a specific or indeterminate period of time, in return for salary or wages. The employer has the right to decide where, when and how the work will be done. In this type of relationship a contract **of** services exists.

Contractors – an individual who has a verbal or written agreement in which a self-employed individual agrees to perform specific work for a payer in return for payment. There is no employer or employee. The issuer of the contract does not decide where, when or how the work will be done. The self-employed individual generally does not have to carry out all or even part of the work themselves. In this type of relationship, a contract **for** services exists.

9.2 Attendance

UNBA is committed to providing quality service. It is important for every employee to work as a team to attain this goal. Consistent and regular attendance, punctuality and timely return from scheduled breaks will help ensure UNBA succeeds.

Employees are encouraged to attend work, as scheduled and on time, minimize absences and to take personal responsibility for their attendance. UNBA approaches attendance issues or concerns in a positive and concerned manner, based on the following expectations:

- 1) Employees must contact their supervisor or manager if they are unable to come to work or expect to be late for any reason. Employees are to call as early in the workday as possible.
- 2) If an employee is unable to reach their supervisor/manager, employees are to leave a message detailing the attendance issue and notify reception they will not be in.

Excessive or repeated and unexcused absenteeism or tardiness may result in corrective action up to and including termination.

Barring extenuating circumstance, if an employee does not contact a supervisor for a period of three (3) consecutive work days, the employee will be deemed to have abandoned their position and considered to have resigned.

9.3 Normal Hours of Work

Hours of work may be set from time to time by means of memorandum to all staff members by the Director of Operations and shall not exceed eight (8) hours a day or forty (40) hours a week as per the Canada Labour Code.

Some employees by nature of their work may be required to work flexible hours, if required this arrangement will be made in writing. These employees must structure their time to meet the normal work week hours.

Employees who work in the school, pre-school program, as bus drivers, or janitorial services, have unique hours of work that will meet the special circumstances of their duties. They will be advised in writing of their hours of work.

9.4 Shift Work

- 1) For shift work a Program Manager must display hours of work notices in each workplace in designated locations where the notices can be read by all workers.
- 2) An hours of work notices must include:
 - a. When work starts and ends.
 - b. When the meal breaks are scheduled during the shift.
- 3) The employer must give an employee 48 hours notice of a change in shift unless:
 - a. As a result of the change the employee will be entitled to overtime wages.
 - b. The shift is extended before it ends.

9.4.1 Split Shifts

The employer must ensure that an employee working a split shift completes the shift within 12 hours of starting work.

9.4.2 Breaks

UNBA will ensure that no employee

- 1) Works more than 5 consecutive hours without a meal break and that each meal break is a minimum of half an hour.
- 2) If UNBA request an employee work through their meal break the hours worked will be considered time worked.
- 3) Employees working seven (7) hour day or more will received 2 15 minutes breaks each full work day.

9.5 *Minimum Hours of Work*

If an employee (excluding Managers) reports for work on any day as required by the employer, the employer must pay the employee for:

- 1) At least the minimum hours for which the employee is entitled to be paid under this section
- 2) If longer the entire period the employee is required to be at the workplace.

If an employee is requested to report to work for an unscheduled shift, s/he is entitled to be paid for a minimum of:

- 1) Three (3) hours at the regular wage.
- 2) Three (3) hours at the regular wage in any other case unless the employee is unfit to work or fails to comply with the standards in the Workers Compensation Act.

9.6 *Maximum Hours of Work*

9.6.1 **Non-Management Office Personnel**

All non-management office employees working in excess of eight (8) hours in a day and forty (40) hours in a week shall receive pay at the applicable overtime rates for hours worked in excess of eight (8) hours a day or forty (40) hours a week..

9.6.2 **Hours worked on a Designated Statutory Holiday**

All non-management employees required to work on a statutory holiday as defined in Section 15 shall be paid at the rate of one and one-half times (1 ½) for each hour worked .

9.6.3 **Management Personnel**

All managers required to work in excess of eight (8) hours in a day or forty (40) hours in a week or on statutory holidays shall be paid applicable overtime rates.

9.7 *Hours Free From Work*

The employer must either:

- 1) Ensure that an employee has at least 32 consecutive hours free from work each week
- 2) Pay an employee double the regular wage for time worked by the employee during the 32-hour period the employee would otherwise be entitled to have free from work.
- 3) The employer must ensure that each employee has at least eight consecutive hours free from work between each shift.
- 4) Subsection 9.7 does not apply in an emergency.

9.8 *Fish, Wildlife and Agriculture Exemptions*

Where the successful management of fish, wildlife and agriculture are dependent upon seasonal patterns of fish and animal behavior or weather, and to which the employer has little or no control, the employer is exempt from Sections 9.3 to 9.7

In accordance with the exemptions provided under Section 9.8 the employer must:

- 1) Not expect the employee to work any more than 12 hours per day
- 2) Provided the employee with 8 hours notice to go to work unless weather requires shorter notice.

9.9 *Inclement Weather*

UNBA is open on all normally recognized business days during the year to serve our customers. Even in inclement or severe weather, the facilities are open for work.

Employees are encouraged to exercise judgment based on travel and family circumstance. However, employees are expected to make every reasonable effort to come to work. At the discretion of the Director of Operations, late reporting for work may be excused. If unable to attend work, employees have the option to use a leave day, vacation day or time off without pay.

10 Hiring Process and Terms of Employment

10.1 *Purpose*

The UNBA employs hiring practices that are fair and equitable and which will ensure, as far as possible, that all positions are filled with the most appropriate candidate.

It is the responsibility of the Director of Operations to hire, or delegate authority to hire, all employees of UNBA. It is the policy of the UNBA to hire or reassign employees, who are the most qualified and competent employees for any vacant position. Further, it is UNBA policy not to consider hiring or reassigning applicants who do not meet the requirements of the job description to be filled through hire. The Director of Operations is to ensure that these policies are followed:

10.2 *Authority to Hire*

Authority to hire all personnel into regular full-time, regular part-time and temporary or contract positions is the responsibility of the Director of Operations.

It is the responsibility of the Principal to hire, or delegate authority to hire, all employees of the Upper Nicola Band School in conjunction with the Director of Operations.

The Director of Operations has the authority to promote or reassign a regular full-time employee to fill a full-time position vacancy, and to promote or reassign a regular part-time employee to fill a regular part-time position. Staffing updates will be provided to Chief and Council.

UNBA Council will be notified in writing, regarding new positions showing the source of the funds to pay the wages for the position. The UNBA Council will have 10 working days to respond and may reject the decision/recommendation of the Director of Operations after review.

10.3 *Coordination of Hiring*

Each department manager shall coordinate the hiring process for hire within their department. This includes the review/development of the position description; drafting of the selection criteria; advertising; recommendations of wage placement and the development of written offer of employment.

10.4 *Posting and Advertising*

All permanent job postings that become available with UNBA shall be posted using internal notices, websites, newspapers, internet, mail outs or bulletin boards.

Temporary positions under three (3) months in duration may or may not be posted and open for competition depending on the circumstances and discretion of the Director of Operations. All positions three (3) months or longer in duration must be posted by one of the above notifications.

All competitions should be open for a period of at least ten (10) working days, however if circumstances warrant and at the discretion of the Director of Operations; shorter periods are permissible.

10.5 *Selection Committee*

The Selection Committee shall be established by the Director of Operations and shall include the relevant Program Director. The composition of the committee shall respect the principles of fairness and equity. The role of the Selection Committee is to identify and recommend the most qualified candidate for hiring to the Director of Operations unless the latter participates in the Selection Committee in which case the Committee makes the selection.

To ensure equality in the recruiting process if the candidate list includes an immediate family (see definitions) member, staff and/or councilors are required to excuse themselves from the process and recommend a suitable replacement.

10.6 *Selection Criteria*

The successful candidate will be the person most qualified and suitable to fulfill the requirement of the position.

Where more than one candidate is found to be qualified, preference will be exercised according to the priority criteria.

- 1) Qualifications based on experience, skills and education.
- 2) Qualified candidates will be given further preference as follows:
 - a. Upper Nicola Band Members
 - b. Community members who reside with and financially support Upper Nicola Band Members.
 - c. Aboriginal Ancestry
 - d. Other Persons

10.7 *Criminal Record Checks*

The Upper Nicola Band may require a criminal record check at any time.

10.8 *References*

References are to be provided by all candidates interviewed and may be contacted after the interview process but prior to an employment offer.

10.9 *Promotions and Internal Applicants*

An important part of our philosophy is to provide UNBA staff opportunities to grow and succeed. Therefore, UNBA prefers to promote and encourage internal applicants wherever appropriate. Promotions and internal applicants are based on merit (that is ability, performance, experience, training, education and potential to master increased responsibilities,) as determined by the Director of Operations in consultation with UNBA management.

If employees are interested in being considered for a new position, the employee must:

- 1) Have completed at least six (6) months in their current position (may be excused from this requirement based on extraordinary circumstances and approval from the Director of Operations.)
- 2) Have achieved a satisfactory level of performance
- 3) Meet the basic qualifications of the position
- 4) Submit a resume and covering letter for the position
- 5) Employees are strongly urged to advise the current supervisor/manager.

Upon receipt of the employee's resume a review of the performance history will be conducted by the Program Director. If a suitable candidate for the current position, the employee's current supervisor will be advised of the employee's application.

When the hiring decision is finalized and the successful candidate has been notified, the selection committee will notify the remaining candidates. If an employee applied and is not selected, the employee will be informed.

The current supervisor/manager and the new supervisor/manager will negotiate a start date. Start dates do not normally exceed four (4) weeks from the date the offer is extended, except in extenuating circumstances. The current supervisor/manager will complete an Employment/Salary Adjustment Form and forward to Payroll.

10.10 *Waiver of Process*

The process in Section 10.1 to 10.9_ may be waived if the position is to be filled for a special project of three months (3) or less. At the end of that time, the procedure set out in Section 10.1 to 10.9 is to be followed if the job is to be continued.

10.11 *Relocation allowance - Management Positions Only*

Moving expenses shall only be considered if the successful candidate is not currently residing within 300 km of Merritt. Where the Selection Committee recommends and the Director of Operations approves, the payment of 50% of moving cost up to a maximum of \$1000.00 shall be forgiven on an equal monthly basis over the full probationary period.

Example: Employee with a six (6) month probationary period who voluntarily leaves after four (4) months employment shall be required to pay back forty (40) percent of the moving expenses paid by the Upper Nicola Band.

10.12 Resignation

An employee who wishes to resign in good standing shall provide the employer with the following notice of resignation:

- 1) Management shall provide the employer with at least one (1) month written notice.
- 2) All other employees shall provide the employer with at least ten (10) working days written notice.

Employees may resign in good standing on giving less than required notice, providing the employee has obtained the prior written consent from the Director of Operations.

Each employee resigning from the Upper Nicola Band will have the opportunity to provide resigning comments and recommendations to the Director of Operations or his/her designate.

10.13 Termination of Employment

In the event that the services of an employee are no longer required, other than involuntary termination for just cause, the employee shall be notified in writing, following the chart below, prior to the termination of employment.

An employee may be terminated without prior notice during their probationary period if it is determined that they are not qualified or unsuitable for the position.

After the probationary period the UNBA must provide notice as outlined below. In the event that proper notice cannot be provided, the employee shall be entitled to pay-in-lieu of notice in an amount which combined with the length of notice shall equal the following unless other provisions or conditions were entered into between the employer and the employee:

Employment Service	Notice Period
0 to 3 Months	0 Weeks
3 Months to 12 Months	2 Weeks
1 year to 3 years	3 Weeks
3 years to 5 years	4 Weeks
Over 5 Years	1 week per year of service

Final Pay will be processed including:

- 1) All hours worked and not previously paid.
- 2) All vacation dollars accrued and not taken
- 3) Any other amount as determine

All amounts will be recorded in the applicable section on the Record of Employment.

11 Performance Management

All employees shall receive an orientation package including all new hire forms, employee benefit forms, Personnel Policy with the General Working and Employment conditions and information covering such topics as history of the Band; Band Membership and Culture.

11.1 *Job Descriptions*

It is the employer's responsibility to provide clarity to the employee in relationship to his/her job responsibilities and duties. This is done in 3 ways:

- 1) Job Descriptions
- 2) Performance Evaluations
- 3) Ongoing supervision and guidance.

Each employee on UNBA is to have a written job description. The job description must include:

- 1) Position Title
- 2) Department
- 3) Effective Date
- 4) Who the employee reports to
- 5) General statement of organizational responsibilities
- 6) Duties/tasks required to carry out the responsibility
- 7) An inventory of knowledge, skill and abilities to carry out the responsibilities and duties
- 8) Necessary training and experience to carry out the responsibilities and duties
- 9) If it is a regular, regular part-time or temporary position.

The development, administration and distribution of all job descriptions are to be done with Director of Operations and the applicable program director with final approval from the Director of Operations.

Position descriptions shall be formally reviewed every year during the annual performance review and updated whenever there are significant changes in responsibilities.

All employees upon commencement of employment shall receive a copy of their position description. The immediate supervisor shall insure that all employees understand their position responsibilities and level of authority, and have signed off on a copy of the current position description.

The Principal, or his/her designate, may reassign any employee to a new or existing position at any time. Any other employee of Upper Nicola Band School who was employed and potentially affected at the time of the reassignment may, in writing, appeal the reassignment through the UNBA dispute resolution process.

11.2 *Probation*

The probation period is designed to assist the employee and UNBA in attaining the performance level required for the position. All probation periods must be completed by continuous employment, if employee is on a leave exceeding a 2 week period, upon returning to work the probation period will start on the return to work date.

All regular full-time and regular-part time employees shall first commence his/her employment with a period of probation as defined in the Employment Offer.

Director of Operations and Program Directors shall serve up to a six (6) month probationary period.

Administrative and Support Staff shall serve up to six (6) months probationary period.

Temporary/Casual contract employees, due to the short-term nature of their employment, are generally not subject to a formal probationary period; however, if the temporary employee is relieving an employee on extended leave of 3 months or greater, the employee shall serve up to a six (6) month probationary period.

11.2.1 **Performance Evaluations during Probation**

The competence and progress of the employees on probation shall be monitored by the employee's supervisor, with written Performance Evaluations and secondary reviews until the successful completion of the probationary period.

11.2.2 **Extension of Probation**

If the required performance levels are not attained, or if problems which have been brought to the attention of the employee have not been corrected, the employee shall have the probationary period extended up to six (6) additional months, or shall have his/her employment terminated.

11.3 *Employee Performance Appraisal*

Performance appraisal is a documented, interactive process involving the Management and the employee. The purpose is to provide an objective assessment of employee performance of specific tasks, measured against criteria established for such assessments. Performance appraisals are considered in employee advancement, termination, salary adjustments and other related areas.

UNBA believes that performance reviews are a valuable tool to provide the following:

- 1) Improving performance;
- 2) Setting goals
- 3) Fostering self-development;
- 4) Identifying responsibilities an employee is performing well;
- 5) Identifying responsibilities an employee should improve upon;
- 6) Providing information for the development of an employee training and development plan;
- 7) Determining an employee's eligibility for salary increments and promotions;
- 8) Providing information to administer employment terminations.

The performance review is designed to assist both UNBA and the employee. The appraisal not only gives UNBA an overall view of the employee's contributions, work ethics and standards, it also provides a forum for open discussion for performance and future goals.

Performance appraisals are based on the employee's performance and how it affects the performance of the employee's department. Employee's work is evaluated on an ongoing basis as they perform the job.

Performance appraisals will use performance based criteria based upon competency-based job descriptions for each position.

- 1) Each employee will be required to complete, with his/her supervisor(s), an employee appraisal annually. Appraisals will be completed at the beginning of January of each year.
- 2) This appraisal is a joint process and the employee has the opportunity and is encouraged to participate fully.
- 3) The results of the employee appraisal will help to determine the employee's training needs, salary levels and increases, direction of supervision and in extreme cases, the employee's future with the Upper Nicola Band Administration.
- 4) In addition to the annual performance appraisal, the employee's supervisor may schedule reviews at any time. A performance review provides the employee with an opportunity to discuss any aspect of their job with their supervisor.
- 5) Once the performance appraisal has been completed, both the employee and the supervisor must then sign it. Signatures are acknowledging receipt not agreement. Originals are placed in the employee's personnel file and a copy is given to the employee.

When there is a discrepancy between the actual performance of the employee and the criteria for the competent job performance, the employee and supervisor will develop a remedial plan. In most cases the discrepancy will determine the objectives for staff development activities.

11.4 Professional Development and Training

The employer recognizes the value of professional development and training of employees and authorizes its management to identify budgets dollars and administer, in consultation with the Director of Operations, the following:

Professional Employee Development and Training Defined – generally means, the enrollment of an employee in short-term programs, courses or workshops for the purpose of improving a specific skill or a set of skills: with the employee performance evaluation being the primary process to determine training and development needs.

In addition to employer approved professional development, employees are encouraged to develop individual plans toward self-development.

11.5 *Training Related to Positions Responsibilities*

When an employee is required to take training or courses by request of the Upper Nicola Band, costs shall be paid by the Upper Nicola Band.

When an employee requests to take training or courses, costs, at the Program Director's discretion, shall be reimbursed to the employee upon successful completion of the training or course.

At the discretion of the program director, if the training or course is during regular work hours, the employee shall receive his/her regular pay for the period of training. Time spent on professional development outside of the regular workday and regular work week will be compensated at the program director's discretion.

11.6 *Professional Dues and Membership Fees*

When an employee is required to have certification, membership or designation by the Upper Nicola Band, fees may be paid by the Upper Nicola Band.

When an employee requests to become a member, be certified or received designation relevant to their position with Upper Nicola Band, reasonable costs, at the programs director's discretion, shall be reimbursed to the employee upon receipt of invoice to specific association is received.

All professional dues, membership fees and designation fees are to be approved by the Director of Operations and may require consultation with Chief and Council.

11.7 *Payment of Training and Professional Fees and Dues*

During the probationary period UNBA will not pay any dues or fees directly, however after the successful completion of the probationary period an employee can submit for reimbursement any fees or due paid during the probationary period, as defined in Sections_11.4 to 11.6, subject to approval from the Director of Operations.

During the first year of employment, fees and dues paid by UNBA on behalf of an employee are subject to repayment on a pro-rated basis if the employee voluntarily leaves their position with UNBA.

12 Wage Administration

Chief and Council shall approved the recommended wage rates, based on the current year's budget and established salary rates for all positions. The fiscal year is April 1st to March 31st.

The minimum of the salary range is the recommended wage level for a new hire unless that person is immediately capable of performing the assigned duties at the same level of competency as an existing employee with fully satisfactory performance rating.

The maximum of the wage ranges is the maximum achievable for employee with years of experience with the UNBA and one who meets or exceeds, consistently, all job requirements.

Wage rates of staff employed at April 1 of the year will be reviewed once every 3rd quarter, effective April 1.

Retroactive increases will not be paid to employees who have left employment unless otherwise mandated by funding contractor.

The determination of increments must be understood to be subject to funding sources and/or successful completion of probationary period.

12.1 *Pay Periods*

Employees are paid bi-weekly, one week in arrears.

12.2 *Acting Pay*

In the event a senior administrative position becomes vacant and circumstance dictate that a junior staff assumes the position in an "Acting" capacity for more than four (4) weeks, that staff person's wage may be increased by up to 10% to the maximum of the vacating staff person's wage until the vacancy is filled and the staff person can return to their regular duties.

12.3 *Merit Increases*

Merit increases are defined as "increase in wages achieved through superior performance on the job."

Individual merit increases are subject to budget availability and shall be recommended by the Director of Operations for approval by the UNBA Council.

Employees on probation are not entitled to merit increases.

12.4 Cost of Living Adjustments

Subject to budget availability and approval by the UNBA Chief and Council, wage levels may be adjusted annually for cost of living at the regional consumer price index for the preceding year. Chief and Council will announce any Cost of Living adjustments by April 1 of each year. Any such adjustments normally take effect on April 1 of any year.

12.5 Overtime

UNBA follows the Canada Labour Code Standards of overtime, Overtime rates are applicable after eight (8) hours in a day or forty (40) hours in a week.

12.5.1 Authorization of Overtime

Overtime is approved in writing by Director of Operations on an as needed basis. Overtime is only allowed in extenuating circumstances, or when a supervisor has scheduled it. i.e. Staff working a statutory holiday. Staff choosing to work extra time on their own will not be paid overtime.

Overtime by Management requires approval of the Director of Operations prior to working the overtime.

12.5.2 Emergency Work

The maximum hours in a work week, set out in Section 9.5 may be exceeded, but only to the extent necessary to prevent serious disruption with the ordinary working maintenance or social programs which create a hardship for the membership.

12.5.3 Limitations on Overtime

Travel time does not constitute overtime.

12.6 Benefits

All regular employees in the active service of UNBA, N'Kwala School, Headstart and other businesses deemed part of the Upper Nicola Band who have completed their waiting period, and meet the requirement of the insurance provider, are eligible for the Group benefits plan.

An employee not actively at work on the day insurance would normally commence will not be eligible until he/she returns to work full time.

Please see the benefit booklet for the details of coverage and policy provide by UNBA. Employees should be aware the Insurance Policy Provider determines benefits and depends on such variables as wages, age, hours worked and number of dependants.

The following are compulsory for all eligible staff:

- Life Insurance
- Dependant Life Insurance – if applicable
- Accidental death and dismemberment
- Short Term Weekly salary indemnity
- Long Term Weekly salary indemnity

The following benefits may be waived if an employee is insured under their spouse's group insurance plan:

- Medical Services Plan of BC for non status employees, the band pays 50% of premiums
- Extended Health benefits
- Dental benefits

The above benefit plans and the insurance carriers providing the benefits may be amended from time to time without notice and within the sole discretion of UNBA. The insurance policy is solely responsible for determining eligibility.

12.7 Pension Plan

To encourage you to save for your retirement, UNBA also provides Band sponsored RRSP, participation in this plan is mandatory. This is a Defined Contribution plan; contributions are 5.5% employee and 5.5% UNBA. Employee can increase their portion of the contribution if they wish. Please see booklet for further details.

12.8 Payment of Benefit Premiums

The total cost of the benefit premiums are shared equally between the employer and the employee (50%/50%).

12.9 Short Term Leave of Absence Coverage

The UNBA will continue the employee's benefit coverage during a leave of absence for the following reasons:

- Maternity/Parental Leave
- Short Term Education Leave
- Short Term Illness Leave
- WCB Injury Leave
- Alcoholism Rehabilitation Leave

Employees are responsible for their portion of the premiums, payable in advance on a monthly basis. Failure to provide employee portion of benefits premiums may result in coverage cancellation.

12.10 Long Term Leaves of Absence Coverage

The insurance provider waives the costs of the following while on approved Long Term Leave of absences:

- Life Insurance
- Accidental Death and Dismemberment
- Long Term Disability

If an employee wishes to continue to receive BC Medical, Extended Health and Dental benefits, the employee is responsible for 100% of the premiums while on leave. All premiums must be paid monthly in advance or may result in coverage cancellation.

12.11 Benefits Conversion Program

An employee leaving employment with the UNBA has the opportunity to convert Life Insurance, Disability, Extended Health and Dental Benefits to a personal plan, where they would pay 100% of the premiums, provided they make the application to the Insurance provider within thirty-one (31) days of employment termination.

12.12 Personal Vehicles

The mileage allowance in Section 13.5 is intended to provide the Employee with the basic compensation for the use of their vehicle for Band business and to offset costs such as fuel, financing, depreciation and insurance.

Distance between residence and principle place of work do not qualify for the allowance, unless the employee is driving directly to a job site that is not the normal place of work.

The program director's is responsible to approve the business use of the personal vehicle and to ensure the employee submits documentation completed a weekly travel claim form for approval for payment to Accounts Payable.

Employees are responsible for insuring their vehicle within the laws and regulations of the Province. It is recommended you meet with your insurance advisor and review the usage of your vehicle for personal and business use to ensure you have proper coverage.

12.13 Vehicle Allowance

Applicable as defined in individual contract clauses. Employee should be aware any vehicle allowance is a taxable benefit and will be added to the annual T4s.

13 Travel

All UNBA employees are encouraged to make all business travel plans within the guidelines set out in this policy. Only business or work related travel will be reimbursed.

UNBA policy is to reimburse employees for all appropriate expenses incurred while traveling and conducting business on behalf of UNBA. An employee is not expected to suffer financial hardships by reason of performing UNBA business, nor is he/she expected to raise his/her standard of living or enjoy personal financial gain thereby.

An employee or person authorized to travel on behalf of the Upper Nicola Band shall be paid travel expenses as outlined in this section.

13.1 *Travel Time Regulations*

The purpose of this policy is to create and enforce all guidelines and procedures for the travel-related expenses of UNBA employee for business purposes. It is this policy's intent to ensure that employees who travel on behalf of UNBA business are reimbursed of reasonable travel expenses. This policy is also meant to ensure the fair and equitable treatment of employee by preventing the loss of personal financial funds, as well as protecting UNBA from abuse of organizational funding or business-related travel.

- 1) All staff travel must be authorized with the Travel Authorization /Advance Form by the Director of Operations and travel for the Director of Operations must be approved by Chief.
- 2) Employees who are required to travel on UNBA business will be granted allowances for expenses incurred.
- 3) Staffs that are required by the UNBA to use their own vehicle in the performance of their duties will be reimbursed for mileage at the rate established by the Chief and Council (See Appendix A).
- 4) The most direct route will be used to calculate allowable expenses.
 - a. The most cost effective mode of transportation will be reimbursed.
 - b. Mileage will only be paid for the person whose vehicle is used.
- 5) An employee planning an out of town trip will be required to submit:
 - a. Request for Travel Advance form with standard daily rate (Appendix A) plus mileage
 - b. Travel Expense Report form confirming actual travel expenses with supporting invoices/receipts attached. Failure to complete the Travel Expense Report could cause future request to be delayed/denied.

Employees who are required to travel during hours outside their normal working hours will be compensated at straight time for travel time.

Where travel is being directly paid by an outside agency or that the UNBA is to be reimbursed, and the rates differ from the establish UNBA Rates the higher rates will be used if confirmation of rates are included in the travel advance request.

See Appendix A for the current ratified rates for meal allowances, incidentals, mileage and accommodation.

13.2 *Submission of Claims*

Travel claims should be submitted on the appropriate claim forms monthly. Claims must be approved by the immediate supervisor and reviewed by the Finance department for accuracy.

13.3 *Claim Submission*

The individual employee must ensure that expenses claimed are reasonable to the circumstance and are submitted accurately each month. It is each employee's responsibility to be fully aware of the policy and to spend Band money in a fashion that is fully compliant with this policy.

UNBA has the right to refuse to pay any submitted expense claim that does not meet the guidelines outlined in this policy. All items being submitted for reimbursement on an expense report should be accompanied by original, detailed receipts

13.4 *Travel Advances*

Details of mileage driven and place shall be provided on the Upper Nicola Band Travel Expense Claim Form(s). All travel advance claim forms must be completed and return to the Finance department within 30 days of issue date. No travel advance shall be provided while a travel advance claim remains outstanding.

13.5 *Travel Sponsorships*

All sponsored travel reimbursements are UNBA property. All employees are required to forward any and all sponsored travel reimbursements to UNBA Finance department.

13.6 *Mileage*

When an employee is authorized to travel and uses his/her personal motor vehicle, the employee shall be paid a mileage allowance at the rates approved by Chief and Council. See Appendix "A"

Mileage shall be paid for travel from the Upper Nicola Band offices to the travel destination or place of work and return only, and shall be paid for those miles that constitute the most direct route. No mileage shall be paid for travel from the employee's place of residence to the Upper Nicola Band office.

Where possible employees that are traveling to the same meeting shall travel together, the responsibility of organizing this scheduling is the responsibility of the department manager and the employees involved. Employees who fail to comply with carpooling when possible may have their mileage claim denied.

13.7 Insurance

When an employee is required by the UNBA to carry Business Insurance Coverage on their vehicle(s) the Upper Nicola Band will pay the difference between pleasure and business coverage upon the presentation of a receipt from ICBC.

13.8 Meals

As approved by Chief and Council from time to time, see Appendix "A"

13.9 Incidentals

For each full day of travel, when an employee is required to stay overnight, the employee shall be paid an incidental allowance, see Appendix "A". The incidental allowance is expected to cover items of expense that are not otherwise specified (tips, laundry, etc.).

13.10 Air Travel

In the interest of cost, time and convenience, employees are encouraged, wherever practical, to travel to distant job activities via scheduled airline service. Employees are to use advance reserved economy fare whenever possible.

13.11 Accommodation

An employee shall be reimbursed his/her actual expense for commercial accommodation. The Upper Nicola Band normally expects an employee to stay in establishments which are conveniently located and comfortably equipped. The use of Luxury accommodations is to be avoided. A receipt must be obtained for this expense.

UNBA provide and allowance for private accommodations, please se Appendix "A" for the current rate.

13.12 Taxi

A taxi may be used by an employee when it is considered reasonable and justified. A receipt must be obtained for compensation.

13.13 Telephone

All business calls, plus one (1) telephone call home per day are eligible expenses for reimbursement. The personal call should be no more than 10 minutes in duration.

UNBA will cover one (1) telephone call home per day on all UNBA assigned cellular phones. Other personal long distance and/or roaming charges on UNBA cellular phones will be the responsibility of the employee. Excessive long distance or roaming charges on a UNBA cellular phone may be cause for suspension of cellular phone privileges.

13.14 *Traveler's Advance*

Where an employee is expected to travel on behalf of the Upper Nicola Band, the employee may apply for a travel advance by estimating the cost of the trip and submitting it to the Finance Department on the appropriate form at least seven (7) days before the departure. When an employee is traveling on a travel advance, it must be accounted for, and the necessary original receipts and surplus funds attached to the appropriate travel expense claim form within 30 days of date of issue.

13.15 *Travelers Cheques*

When an advance exceeds \$100.00 the employee shall be reimbursed the cost of converting any amount in excess of \$100.00 into travelers' cheques. An original bank receipt is required.

13.16 *Tolls/Parking*

When an employee travels and is required to pay bridge, ferry, road or other tolls, he/she shall be reimbursed the full amount expended. Original Receipts are required.

13.17 *Other Modes of Travel*

When an employee travels and uses any commercial means of public transportation (i.e. rail, bus, etc.) he/she shall be reimbursed the full amount. An original receipt must be provided.

13.18 *Receipts*

Receipts must be produced for all specified travel costs except meals, incidentals and expenditures under \$10.00. The original receipts must be attached to the travel claim form when it is presented.

13.19 *Car Rentals*

On occasions it may be necessary to rent a car when traveling on behalf of the Band. All car rentals must be approved by the immediate supervisor prior to rental arrangement, and approval will be given when no other suitable method of travel is available.

13.20 *UNBA Credit Cards*

UNBA provides a credit card to assist in booking group travel or emergency arrangements; all credit cards payment must be pre-approved.

14 Vacation

Vacation leave is provided to permit an employee the opportunity to enjoy rest and recreation away from their work place. Employees should consider taking their vacation in periods of at least one (1) week at any one time.

14.1 *Full Time and Part Time Employees*

The vacation year will be the on the employee's hire date anniversary. Vacation is accrued starting at 6%.

The Director of Operations shall be entitled to four (4) weeks annual vacation leave accrual starts at 8%.

If an employee commences work in the middle of the month he/she must work ten days in that month in order to earn his/her vacation entitlement for that month.

An employee who has not completed a full fiscal year of employment may request paid vacation leave after six (6) months of employment. Any paid vacation leave approved will be deducted from the next year's full allotment. Example:

An employee has completed eight (8) months of employment and is approved to take one (1) week paid vacation leave. On the following April 1 the employee received the full three (3) week vacation less the time taken and paid leaving the employee two (2) week of vacation to use in current fiscal year.

14.2 *Casual Employees*

Casual employees are paid their vacation entitlement on each pay. The vacation entitlement is calculated at 4% of gross pay.

14.3 *Vacation Entitlement Increases*

After one full year of permanent employment, an employee's annual vacation entitlement will be increased by half a percent (0.5%) for each year up to a maximum of 8%

14.4 *Scheduling of Vacation entitlements*

All vacation leave must be approved by the immediate supervisor and then the Director of Operations and the Director of Operations vacation leave must be approved by Chief.

All vacation earned during an employment year must be taken during the following anniversary year. Vacation dollars will not be carried forward to the next anniversary year unless approved by Director of Operations. To facilitate this, the Director of Operations and or the Program Director may schedule unused vacation time not booked within the first nine (9) months of the anniversary year. Payout of vacation dollars without time taken is not permitted.

For the purposes of calculating vacation leave entitlements, employment is considered continuous if an employee is on Maternity Leave, Parental Leave, Jury Duty or short-term disability. Vacation entitlement will be calculated the same as if the employee had worked during the absence.

In the event an employee leaves employment before the end of the anniversary year:

1. Any vacation taken over and above the dollars earned will be deducted from their final pay cheque.
2. Any vacation days amounts earned and not taken before termination date will be paid out with their final pay cheque.

All Vacation pay shall be subject to regular statutory deductions.

14.5 *Holidays during Vacation*

If a Statutory Holiday falls or is observed during an employee's vacation period, the employee shall be granted an additional day's vacation for the Holiday.

14.6 *Approved Leave during Vacation*

14.6.1 *Illness Leave*

If an illness occurs to the employee during his/her vacation period, the employee shall be granted Elective Leave in lieu of vacation for the period of sick leave covered by a Doctor's certificate.

14.6.2 *Bereavement Leave*

If bereavement leave is approved by the employer (in accordance with the Bereavement Policy Section 16.8 during the employee's vacation period, the employee shall be granted bereavement leave in lieu of vacation for the period of bereavement leave.

15 Holidays

The following days are designated as paid holiday for all employees:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
National Aboriginal Day	Boxing Day
Canada Day	B.C. Day (1st Monday in August)

Any other day either the Federal or Provincial Government proclaims as a paid holiday.

Statutory holidays that fall on a Saturday or Sunday will be observed as per the Director of Operations.

15.1 *Compensation for a Paid Holiday*

Employees who meet the Canada Labour code requirements for statutory Holiday Pay shall receive pay as per the Canada Labour Code.

Full time employees, who qualify as per Canada Labour Code, will receive his/her regular rate of pay for the holiday.

Where the employee works the Holiday, the employee shall be entitled to time and one-half.

15.2 *Christmas Holiday Closure*

Chief and Council will determine Christmas closures each year.

16 Leaves

16.1 *Elective Leave Definition*

Elective Leave is a benefit at the employer's discretion and is earned paid leave that employees may use at their discretion. It is intended to cover absences related to:

- Sickness
- Medical appointments
- Dental appointments
- Marriage
- Serious illness or injury of family member
- Cultural responsibilities
- Funeral Days Outside of any family members
- Short term parental responsibilities such as child appointments and child illness.

16.2 *Qualification Period*

Employees will earn, but will not be eligible to exercise, the benefits of elective leave until they have successfully completed their probationary period.

16.3 *Allotments*

All employees who have successfully completed their probationary period will earn elective leave at a rate of 7% up to a maximum of eighteen (18) days per year of employment.

Elective leave pay will accumulate each pay period at 7% of the regular payroll dollars earned, to a maximum of equivalent to 60 days of pay at the employee's rate of pay at the time of calculation. There will be not cash payouts of Elective Leave except on termination of employment.

16.4 *Scheduling of elective leave*

Employees wishing to utilize their elective leave days must provide their immediate supervisor with written notice, at least five (5) working days prior to the intended commencement of the leave, when ever possible.

The granting of elective leave will be at the option of the employee's immediate supervisor and approval or rejection of the request will be based solely on the needs of the UNBA.

An employee may not use more that eighteen (18) days of elective leave in any given twelve (12) month period or more that five (5) days of elective leave in a row. In the event the illness lasts more than five (5) days the employee will be required to apply for short term disability. In that case, the amount of elective leave used is limited only by the amount of dollars accumulated by the employee.

Elective leave will not be granted when such leave is coincidental with the commencement or conclusion of an employee's annual vacation leave.

16.5 *Worker's Compensation (WCB) / Insurance Corporation of British Columbia (ICBC)*

An employee who is prevented from performing their regular work due to an injury (recognized by the WCB or ICBC as compensable) may apply for a loan from their accumulated Elective Leave., if any, for the difference between the amount payable by the WCB or ICBC and their regular net wages.

16.6 *Managing Elective Leave*

Advances of unearned elective leave days will not be given under any circumstance.

Employees are responsible for scheduling their elective leave days in a manner that will meet their needs throughout the year. If an employee uses up all of their elective leave early in the year, further absences will be without pay.

If an employee has unused elective leave at the end of the year in which it was earned, it will be rolled over to the following year(s) up to a maximum of 60 days.

Where an employee has been absent due to illness, the employer reserves the right to require a doctor's letter confirming that the employee is fit to return to work. The employee must provide the certificate to their supervisor immediately upon the employee's return to work, if requested.

Under no circumstances, other than termination of employment, will elective leave pay be paid out without a corresponding absence from work.

The accumulated balance in the elective leave pay account will be paid out when an employee terminates employment.

16.7 *Bereavement Leave*

Permanent employees may be granted bereavement leave (with pay) at the discretion of the Director of Operations. Such discretion shall not exceed the terms described below in Sub-Sections 16.7.1 to 16.7.3

Upon notification to the immediate supervisor all regular employee shall be granted bereavement leave as follows:

16.7.1 *Immediate Family of the Employee*

An employee shall be granted up to four (4) regularly scheduled consecutive workdays immediately following the death, without loss of pay where there has been a death in the immediate family of the employee.

And

Upon approval of the Director of Operations an employee shall be granted up to four (4) regularly scheduled workdays with pay, for the purpose of travel and/or administer the affairs of the estate, upon the approval of the Director of Operations.

Immediate Family defined as: father, mother (natural, adoptive or step), or foster parent, spouse (including common-law spouse), brother or sister, child, stepchild, or ward, father-in-law, or mother-in-law, sons and daughters-in-laws, grandmother or grandfather, grandchildren, the spouse of the mother or father (including common law spouses), the spouse of the mother or father-in-law and any relative who resides permanently in the employee's household or with whom the employee permanently resides.

16.7.2 Extended Family of the Employee

An employee shall be granted up to two (2) regularly scheduled consecutive work days with pay related to the death of the employee's aunts, uncles, nephew or nieces.

And

Upon approval of the Director of Operations an employee shall be granted up to two (2) regularly scheduled consecutive workdays with pay, for the purpose of travel and/or administer the affairs of the estate, upon the approval of the Executive Director

16.7.3 Other Funeral

Upon approval of the Director of Operations an employee shall be granted up to five (5) days inclusive of travel time per anniversary year without loss of pay to attend any other funeral. This is intended to be used for the funerals of Elders, friends and family not covered by the above-mentioned sections, at the discretion of the immediate Supervisor in conjunction with the Director of Operations.

16.8 Court Leave

Upon application to the Director of Operations, regular employees (full-time and part-time) shall be granted court leave without loss of pay to appear in court subject to the following:

1. to serve on a jury
2. be available for jury selection
3. subpoenaed as a witness

Former employees who are required to attend court on UNBA's behalf shall receive pay for the duration of the actual attendance in court as if they were still employed by UNBA (at UNBA rates).

16.9 Employee Responsibilities

An employee must give a copy of the duty summons to Director of Operations as soon as possible so that arrangements to accommodate the employee's absence can be made.

Employees being paid for days at court by the Band are required to remit to the Band any per diem or other compensation paid by the court.

Employees are also expected to receive a release from the court and to turn it in to their manager upon return to work.

Employees are expected to report to work after release from the court, or between intervals, when reasonably possible.

16.10 *Maternity and Parental Leave*

16.10.1 Definition

Maternity and parental leaves are unpaid leaves of absence. The entitlement for and length of the leave allowed under the law is determined by Federal Employment Standards legislation.

16.10.2 Maternity Leave

The entitlement for and length of the leave allowed under the law is determined by Federal Employment Standards Legislation.

16.10.3 Parental Leave

Maternity and parental leaves are considered as two separate leave periods under federal employment standards legislation. The date the individual leave period begins determines the length of leave to which the employee is entitled. The entitlement for and length of the leave allowed under the law is determined by Federal employment standards legislation.

16.10.4 Notice of Maternity and Parental Leave

Every employee who intends to take a maternity and or parental leave of absence shall give at least four (4) weeks' notice in writing to the Director of Operations. The written notice must state the date of commencement and the date of return and be accompanied by a doctor's note stating the employee is pregnant.

16.10.5 Benefits during Maternity Leave and Parental Leave

For the maternity leave and parental leave periods, the employment of the employee will be considered continuous for the purpose of pension and/or health disability benefits if the employee opts to continue to pay premiums to those plans in the same manner as if the employee was not on leave. In such a case, the employer shall continue to pay the employer portion of the premiums.

16.11 *General Leave of Absence*

The Director of Operations, after consultation with the department manager, may grant a regular employee a short-term leave of absence without pay for up to one (1) year for personal or other reasons, providing:

1. There is a good and sufficient cause;
2. Operational requirements permit;

3. No reduction or change expected in the position.
4. The employee has taken all earned vacation and banked time;
5. The employee does not accept other employment while on leave;

Requests for leave of absence shall be presented to the Director of Operations in writing; the Band Council must be notified of such requests. Approval decision on Leave of Absence required will be processed within fourteen (14) working days of receipt of leave request.

16.12 *Participation in Group Benefits*

Regular employees on a leave of absence may continue their participation in Group Benefits providing:

1. The employee pays 100% of all applicable benefit premiums.
2. The employee maintains his/her participation in all benefits enrolled in prior to the leave (employee may not pick and choose).

16.13 *Return to Employment*

Every employee who takes, or is required to take a leave as defined in Section 16 shall be reinstated into the same position at the same wage rate, or when that is not possible, reinstatement in a comparable position with the same wages and benefits.

17 CELL PHONES

17.1 *Policy*

UNBA realizes the need for cellular phones and wireless services to certain employees to assist in the operations of UNBA business. Wherever possible, employees with personal cell phone will receive a Cell Phone allowance as per Appendix "A".

In the event that the employee does not have a personal cell phone or are unable to open a new cell phone account the UNBA may provide a cell phone with the Director of Operations approval, if the follow criteria are met:

1. Travel more than 10 times a year
2. After hour's member or technical support on a regular basis
3. Work in field – no landline service available
4. Worker safety

This practice is discouraged and only approved in extenuating circumstances.

17.2 *Services*

Standard cellular service provided may include voice mail, call forwarding, text messaging, caller ID and/or email. Additional Services unnecessary for the employee to conduct his/her duties will not be paid for by the UNBA.

17.3 *Cell Phone Plans*

Employees are required periodically review their cell phone plan to make sure on the most cost effective plan. The Band has the authority to monitor cellular phone usage. Excessive long distance or roaming charges on UNBA cellular phones may be cause for suspension of cellular phone privileges.

17.4 *Request Process*

All cellular phone and wireless services must be made through the UNBA Director of Operations or designate.

UNBA will not pay for new services or devices ordered without approval.

Upgrading of cellular phones and data devices will be in conjunction with contract obligations. Any upgrades or purchases outside the contract obligations that result in additional costs will be the sole responsibility of the employee.

17.5 *Equipment*

UNBA will provide the standard equipment that comes with the cellular phone or data device; typically includes an AC adapter, carrying case and for data devices a PC cable. The cost of additional accessories is the sole responsibility of the employee.

17.6 Phone Numbers

UNBA issued cellular numbers are the property of UNBA and are not transferable to individuals who leave the Band office. UNBA reserves the right to terminate Cellular service and retrieve the device at anytime without notice.

17.7 Use of Wireless Services

Cellular devices issued by UNBA are intended for business purposes. If an employee incurs excessive personal charges it is the employee's responsibility to reimburse UNBA.

17.8 Payment of Invoices

All invoices for UNBA cellular and wireless services are processed through Accounts Payable. Each department is billed for the cost of equipment and the monthly services. In some cases personal cellular or wireless fees may be reimbursed, all reimbursement must be approved by the Director of Operations and/or Chief and Council.

If an employee qualifies for a UNBA cellular device, UNBA will not reimburse the employee the cancellation fees associated with canceling their personal wireless device.

17.9 Use of UNBA Cell Phone While Driving

UNBA is committed to promoting highway safety by encouraging the safe use of cellular telephones by its employees while they are on UNBA business. UNBA recognizes that there will often be a business need to use cellular phones and safe practices must be the first priority.

Employees are expected to comply with current legislation, if any, in all jurisdictions as it relates to cellular phones. Any tickets and/or fines received by employees due to using a UNBA cell phone while driving are the sole responsibility of the employee.

17.10 Cellular Phone Security

While cellular phones are convenient, they are not secure. Employees should use discretion in their cellular phone conversations. Discussions of a confidential nature should be postponed until a secure landline is available. Before discussing or relaying information ask yourself the consequences if an outside party overheard your cell phone conversation.

17.11 Stolen, Lost or Damaged Cellular Devices

Lost, stolen or damaged cellular phones must be reported to the Director of Operations immediately. At the Director of Operations discretion responsibility for replace cost will be determined.

18 VEHICLE POLICY

18.1 *Band Vehicles*

This policy outlines the guidelines, procedures and general information regarding the applications and administration of vehicle usage. This policy is not to be construed as a contract and the Band reserves the right, in its sole discretion, with or without notice, to make changes in the policy or its application, as deemed appropriate.

The Vehicle Policy applies to all locations and personnel that utilize a personal vehicle for work or are assigned Band vehicles.

The primary goal of this policy is to assist in understanding the options and responsibilities, outline the procedures and guidelines to administrate, maintain Band vehicles and outline procedure and guidelines to Administer Vehicle Allowances.

18.2 *Band Vehicles*

Band vehicles are primarily supplied to Employees to conduct their day-to-day duties. Employees are required to follow the guidelines outlined below and discuss any concerns with their manager. Failure to follow these guidelines will result in an evaluation up to and including suspension of the use of Band vehicles.

18.3 *Driver*

Employees are required to operate all vehicles legally and safely. Only UNBA employees are insured to operate UNBA owned vehicles. In the event a person not employed by UNBA is required to drive a Band vehicle a copy of their driver license and a signed authorization is required to be on file.

As a condition of employment the employee is required to maintain a valid driver's license at all times, and to provide a Driver's Abstract upon request.

The Band will reimburse Employees for parking fees on submission and approval of appropriate receipts and expense reports.

Any traffic violations are the sole responsibility of the Employee. The Band will not cover the cost of traffic violations or parking tickets or any related legal costs incurred by the employee. Use of the Band vehicle is restricted to the assigned Employee only.

Family members are not allowed to be insured to operate the vehicle, except in extenuating circumstance and having a Designated UNBA Drivers form completed.

All Band vehicles must be parked and secured at the designated location of UNBA after office hours including weekends, except if out of town on UNBA business.

18.4 Fuel & Maintenance

Employees may receive a fuel credit card which is to be used for all work related vehicle purchases. Absolutely no personal purchases are to be made on the UNBA credit cards.

The vehicle is to be maintained according to the schedules and guidelines provided by UNBA.

18.5 Vehicle Care & Appearance

Vehicles are to be kept clean both inside and out. Regular car washes are to be done, and receipts submitted for reimbursement.

The Band supports a No Smoking policy in all facilities. As an extension of this policy, a courtesy for future drivers of the vehicles and to maintain market values for its vehicles, smoking is not allowed in Band vehicles.

No attachments are to be installed on or inside the vehicles, including the installation of a radio, antennae, cellular phone, stereo, CB, etc. where permanent and visible alterations are necessary. Bumper stickers, signs etc. are not to be affixed to vehicles except those authorized and issued by the Band or required by federal, provincial or local law.

Vehicles are not to be used to tow trailers, boats etc. for personal use. Trailers to transport Band equipment may be permitted in some incidents where warranted and approved in writing by the Manager.

18.6 Band Vehicles

The Band vehicles are insured within the laws and regulations of the Province, however the Band insurance does not cover personal items that are stolen or damaged while in a Band provided vehicle or authorized rental vehicle. The Band shall not be held responsible for damage or loss of such personal items. Employees should check with the home insurance provider for coverage and claims for personal items.

18.7 Accident Reporting/ Break In & Theft

All accidents, break-ins or theft must be reported to the UNBA immediately. Emergency services (RCMP, Ambulance, and Fire) will be contacted as legislated by ICBC.

18.8 Accident Repairs

In the event of an accident, damage assessment and repairs are to be carried out under the direction of the UNBA.

19 CONFLICT RESOLUTION POLICY

19.1 *Policy Intent*

UNBA is committed to providing a workplace free of conflict, where employees are treated with fairness, dignity and respect. UNBA has instituted this policy to provide employees with an outlet to raise concerns regarding any conflict in the workplace or dissatisfaction with respect to issues related to their employment in an open and fair manner with provisions made to ensure their prompt and reasonable resolution. Under no circumstance should any employee fear discrimination or reprisal in the workplace as a result of the filing of a complaint.

This Policy Shall:

- 1) Provide definitions of the types of conflict that may arise;
- 2) Outline the procedures for the filing of a complaint regarding a workplace conflict;
- 3) Determine the responsibilities of employees regarding conflict resolution;
- 4) Discuss the possible resolutions to workplace conflicts;
- 5) Present a warning regarding the dangers of false and/or frivolous complaints.

19.2 *Conflicts*

The following conflicts should be reported, and UNBA shall strive to address them with reasonable resolutions.

- 1) Disputes with co-workers or managerial staff with unwanted and unresolved consequences.
- 2) Perceived unfair or inequitable treatment.
- 3) Harassment whether sexual, discriminatory, or personal in nature.
- 4) Abuse of authority.
- 5) Administration of company policies.

19.3 *Conflict Reporting Procedure*

Discussion

- 1) Employees are encouraged to discuss the unwanted behavior or actions with the offending party as the situation dictates.
- 2) Under ideal circumstances, the two parties shall reach a reasonable resolution without the necessity of the filing of a formal complaint.
- 3) In the event that a discussion is not feasible or fails to reach a reasonable resolution, a formal complaint may be filed.

Reporting

- 1) Complainants should record the details of the unwanted circumstance(s), the names of any applicable witnesses, and any attempts made to resolve the issue.
- 2) Formal complaints stemming from unresolved employee or managerial conflicts shall be submitted in writing with any pertinent documentation, to either a department manager, or the Director of Operations.
- 3) Formal complaints shall be reviewed and investigated.
- 4) Formal complaints must be submitted in writing within 14 days from the date of the alleged incident(s).
- 5) In all cases where formal complaints have been lodged, it is important to maintain a policy of strict confidentiality between the complainant and the responder. For investigative purposes, the offending party will be notified.
- 6) Anonymous complaints shall not be reviewed.

19.3.1 Employees

- 1) Employees are required to fully comply with the Conflict Resolution Policy.
- 2) Shall be treated fairly throughout the process, as either a complainant, or alleged offending party.
- 3) Shall be responsible for maintaining confidentiality regarding their involvement, and the complaint itself.
- 4) Shall co-operate with any investigations in relation to complaints.

19.3.2 Management

- 1) Management shall be responsible for enacting preventative measures to ensure a workplace that is free from harassment, and for the communication of policy and procedures contained herein.
- 2) Management shall receive and address properly filed complaints in an appropriate fashion.
- 3) In the event that the complainant and the offending party are engaged in a subordinate-supervisor relationship, they may be physically removed from each other on a temporary basis, and may require a change in their reporting relationship.
- 4) Investigate, or co-investigate any complaints, claims and documentation therein.
- 5) Attempt to reach a reasonable resolution to the conflict.
- 6) Inform the complainant and the offending party of possible resolutions available.

19.4 Resolutions

- 1) If an apology is made by the offending party, and the complainant accepts the apology, this may be viewed as a reasonable resolution.
- 2) All attempts shall be made to reach a reasonable resolution through mediation of the complaint with both parties involvement.

19.4.1 Where the complaint is substantiated:

In the event that a complaint is substantiated and a reasonable solution to halt the unwanted behavior or action through mediation is not possible, the following actions shall be taken for the offending party:

- 1) Written warning/reprimand.
- 2) Transfer or demotion, and in some instances both a transfer and a demotion.
- 3) Education and training.
- 4) Suspension.
- 5) Termination of Employment.

19.4.2 Where the complaint is not substantiated

In the event that a complaint is not substantiated due to lack of evidence or other reasons, both parties shall be informed with the rationale used. The complainant shall be notified first.

Both parties should be reminded that an unsubstantiated complaint does not necessarily mean that it was filed under false or frivolous pretences.

A complainant may request that the investigation be re-opened in the event that pertinent new evidence can be provided, or a reprisal due to the allegation has occurred.

19.5 Records

UNBA shall keep on file all formal complaints, and the accompanying documentation, and the findings of any investigation.

Information from a previous investigation resulting in a substantiated complaint may be used for review and consideration purposes in the event of a new allegation.

19.6 False or Frivolous Complaints

- 1) Employees should be cognizant of the fact that a formal complaint against another employee is a serious allegation with repercussions.
- 2) Where a complaint is found to be either false or frivolous, or where supporting documentation for a complaint has been falsified, the complainant or witness may be subject to disciplinary measures up to and including termination of employment.

20 Grievance Policy

20.1 *Policy Intent*

UNBA has instituted this policy to provide employees with an outlet to express any dissatisfaction with respect to issues related to their employment. In order to foster better employer / employee relations, UNBA has established a grievance review system to resolve any issues that may arise.

This Policy Shall:

- 1) Outline the Grievance review policy and procedures;
- 2) Provide employee responsibilities;
- 3) Detail restrictions that apply to the Grievance review process.

20.2 *Policy and Procedures*

The Grievance review portion of this process is designed to address employee dissatisfaction regarding conditions of employment, or tangible job actions such as:

- 1) Wages
- 2) Working conditions
- 3) The administration of company policies
- 4) Perceived unfair or inequitable treatment
- 5) Written or final warning
- 6) Demotion
- 7) Termination

It is important to note that grievances relating to workplace harassment (sexual, or racial), should be reported as outlined in the Workplace Harassment Policy.

20.3 *Grievance Review Steps:*

- 1) Program Director*
- 2) Director of Operations

**In the event that a Program Director's performance or conduct is the subject of the employee's grievance, the employee may begin the process at step two rather than step one.*

20.4 *Employee Responsibilities*

- 1) The grievance may be raised initially through a verbal discussion. However, if an investigation is required, the employee shall submit a detailed written letter of grievance and attach any pertinent documentation.
- 2) A written letter of grievance shall generate a written response from the reviewer, and shall be received within a reasonable timeframe, typically inside of 30 days from the reception of the written letter of grievance.

- 3) Written letters of grievance pertaining to the termination of employment shall garner a written response within 10 business days after receipt of the letter.
- 4) Persons other than the affected employee may not represent or file a grievance on behalf of the affected employee(s). Employees must assume responsibility for their own concerns.
- 5) For a grievance to be considered, it must discuss specific incidents or circumstances which have directly affected the employee, and suggest or request improvements which are both reasonable, and within the control of UNBA.
- 6) Anonymous grievances shall not be reviewed.
- 7) No employee shall be disciplined for using the Grievance review process.

20.5 ***Managers***

Each Manager in the grievance review process is required to consider the specific concerns raised, and determine the eligibility of the grievance under review.

- 1) Does the grievance meet the definitions established to qualify for review?
- 2) Is the grievance specific to the employee involved?
- 3) Does the resolution of the grievance fall within the scope of authority of the Manager.
- 4) If the grievance meets the eligibility criteria, the Manager shall respond to the employee in writing within 30 days following receipt of the grievance. For Grievances pertaining to termination of employment the response shall be made within 10 business days of the receipt of the grievance.

If the grievance does not meet the first two criteria for eligibility, the Manager shall notify the employee that the grievance does not qualify for review, and the reasons for the determination.

If the grievance meets the first two eligibility requirements, but does not meet the third, the Manager shall notify the employee that their grievance has been forwarded to a higher authority to help resolve the grievance review process.

20.6 ***Grievance Review Restrictions***

Grievances regarding harassment (racial, sexual, etc.) or illegal discrimination should be reviewed immediately pursuant to the Workplace Harassment Policy. Filing a grievance with the Human Rights Commission or any similar agency shall not preclude an employee's use of the UNBA Grievance Policy.

Employees shall not be disciplined or receive any form of retaliation for utilizing the grievance review process.

UNBA cannot guarantee that an employee's specific grievance will be resolved in the manner he/she requested, or his/her satisfaction with the resolution.

21 Progressive Discipline Policy

21.1 *Policy Intent*

UNBA has adopted a policy of Progressive Discipline to ensure that employees have the opportunity to correct any performance or behavioral problems that may arise. UNBA has established a set of reasonable rules and guidelines for employees to follow. These have not been put in place to restrict the freedoms of our employees, but rather they are in consideration of their safety, and the overall protection of UNBA employees, property, and our business practices.

This Policy Shall:

- 1) Outline the steps taken for progressive discipline;
- 2) Summarize prohibited actions and behaviors;
- 3) Detail the procedures for documentation and investigation of prohibited actions and behaviors;
- 4) Discuss the possible resolutions provided by progressive disciplinary actions;
- 5) Describe the appeals process.

21.2 *Progressive Discipline*

In the event that an employee of UNBA violates company policy or exhibits problematic behavior, a system of progressive discipline shall be utilized where possible.

Depending on the severity of the incident, Employees may be given three opportunities to correct the unwanted behavior prior to termination:

- 1) Verbal warning
- 2) Written Warning
- 3) Suspension

With each infraction or apparent problem, the employee will be provided with either a written or verbal warning to alert them to the problem, provide a reiteration of the correct company policy regarding the violation, advise them of the consequences associated with further infractions, and provide a suggestion towards a method of improvement.

If no further infractions of the policy in question occur after the initial verbal or written warning, no further disciplinary action shall follow.

Degrees of discipline shall be used in relation to the problem at hand. As the situation dictates, based on the past performances of the employee, and the seriousness of the violation, UNBA reserves the right to skip the three step disciplinary process and move straight to termination where necessary.

21.3 ***Prohibited Actions and Behaviors***

Prohibited actions and behaviors are sub-divided into two categories:

21.3.1 **Category One (1)**

- 1) Category one (1) is comprised of minor offences that are subject to progressive disciplinary action.
- 2) First offense for any category one (1) violation shall result in a verbal warning, and the employee shall be advised that further violations may result in a written warning.
- 3) Second offense for any category one (1) violation shall result in a written warning in conjunction with the possibility of suspension or termination of employment. The employee shall be advised that further violations will result in the termination of employment at UNBA.
- 4) Third offense for any category one (1) violation shall result in the suspension of the employee.
- 5) Fourth offense shall result in termination of employment with UNBA.

Category One (1) offenses include but are not limited to:

- 1) Arriving to work late without reasonable cause.
- 2) Failure to properly report workplace absenteeism or failure to provide reasonable cause for an absence from the workplace.
- 3) Job abandonment without prior authorization, with the exception of scheduled breaks (including lunch), or restroom visits.
- 4) Disorderly, immoral, or indecent conduct on UNBA premises.
- 5) Creating a disturbance that interferes with the normal job activities of other employees.
- 6) Failing to successfully meet metrics or job requirements.
- 7) Creation of unsanitary work conditions.
- 8) Gambling on UNBA premises.
- 9) Causing an unsafe work environment, and thereby endangering the safety of UNBA employees.
- 10) Engaging in malicious gossip and/or the spreading of rumors.

21.3.2 **Category Two (2)**

- 1) Category two (2) is comprised of offences that are considered to be of a substantially egregious nature, and will be punished accordingly.
- 2) First offence for any category two (2) violation(s) shall result in either the immediate suspension or termination of employment of the employee.

Category Two (2) offenses include but are not limited to:

- 1) Possession of alcohol, illicit narcotics, or non-prescribed pharmaceuticals while on UNBA premises.
- 2) Reporting for work while under the influence of alcohol, narcotics or non-prescribed pharmaceuticals.
- 3) Workplace violence, including but not limited to: fighting, assault, harassment, or possession of a weapon.

- 4) Willful destruction of another employee's property, or UNBA property.
- 5) Theft, including physical and intellectual properties.
- 6) Insubordination.
- 7) Dishonest, illegal or improper business activities.

21.4 *Investigation and Documentation*

- 1) All violations or alleged violations of company policy, or offenses as outlined above shall be properly investigated and documented by a manager.
- 2) All measures taken in the progressive disciplinary process shall be documented, including verbal warnings.
- 3) UNBA shall retain the documentation in the employees personnel file for reference and Human Resources purposes.

21.5 *Employee Suspension/Probation/Termination*

21.5.1 *Suspension*

- 1) An employee may be placed on suspension as a result of serious or repeated violations of UNBA policy, and shall be relieved of their job assignment without pay.
- 2) An employee may be placed on suspension as a result of allegations implicating the employee of having committed a serious violation. This type suspension may be necessary to complete an investigation into the violation. In the event that the employee is cleared of any wrong-doing, he/she will be reinstated and remunerated for lost pay resulting from the investigative suspension.

21.5.2 *Probation*

- 1) Employees may be placed on performance based probation following a written or verbal warning.
- 2) Wage increases, vacations and transfers shall not be granted during the probationary period, but all other UNBA benefits shall continue.

21.5.3 *Termination of Employment*

- 1) Termination of employment with UNBA may occur following an employee committing multiple violations of company policy, after the steps for progressive disciplinary action, Section 16.02 have been taken.
- 2) Termination of employment may be necessary, and immediate following a severe violation of company policy.

21.5.4 *Appeals*

- 1) In the event that an employee feels that they have been wrongfully accused, or disciplined, they may file a written appeal with the Director of Operations.
- 2) Written appeals shall contain any necessary documentation.
- 3) The Director of Operations shall review and respond to all written appeals.