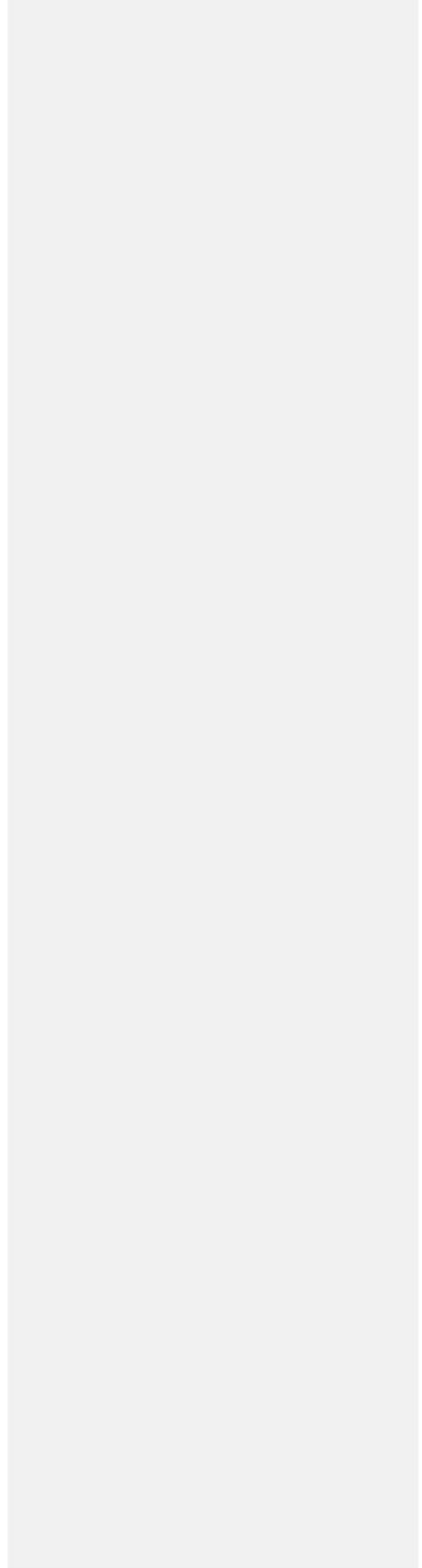


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SCHEDULES

- A ORGANIZATIONAL CHART**
- B OATH OF CONFIDENTIALITY**
- C CODE OF ETHICS**
- D CONFLICT OF INTEREST POLICY**
- E INTERNET AND EMAIL USAGE POLICY**
- F EMPLOYMENT OF FAMILY MEMBERS POLICY**
- G DECLARATION OF UNDERSTANDING**

FORMS

- 1 JOB DESCRIPTION FORM**
- 2 EMPLOYEE EVALUATION FORM**
- 3 LEAVE REQUEST FORM**

PURPOSE AND INTENT

The Lake Cowichan First Nation Operations Manual (the “Manual”) is intended to provide the governing framework for the efficient and effective operation of the Lake Cowichan First Nation (“LCFN”). The LCFN Personnel Policy (the “Policy”) is one component of the Manual.

The purpose of the Policy is to establish human resources policies and procedures that facilitate and support the effective administration of the LCFN.

MISSION STATEMENT

- | —We, the employees of LCFN wish to affirm our commitment to provide the best possible programs and services that are consistent with the needs and aspirations of the LCFN community.
- | —We recognize, acknowledge and value the teachings of our Ancestors and Elders, and the rich cultural legacy of LCFN.
- | —We provide a welcoming, supportive, and safe working environment for the employees of LCFN. Applying the strong work ethic of the LCFN people, we will provide excellent programs and services to the LCFN community, on issues including health, education, language and culture, child and family services, treaty, housing, and natural resources.

PART I - INTERPRETATION AND APPLICATION

1.0 Definitions

~~2.1~~ In this Policy,

“**administrator**” means the person, appointed by and responsible to the Council, who is responsible for the general administration of LCFN;

“**CHRA**” means the *Canadian Human Rights Act*, R.S.C. 1985, c. H-6;

“**CLC**” means the *Canada Labour Code*, R.S.C. 1985, c. L-2;

“**COIP**” means the LCFN Conflict of Interest Policy attached as Schedule **D** which forms part of the Policy, and which each employee is required to sign as a condition of employment;

“**casual worker**” means a person hired by LCFN who works on call.

“**Code of Ethics**” means the document attached at Schedule **C**, which forms part of the Policy, and which each employee is required to sign as a condition of employment;

“**common-law partner**” means a person who has been living with an individual in a conjugal relationship for at least one year, or who had been living with the individual for at least one year before the individual’s death;

“**Council**” means the Chief and Councillors of LCFN, or any successor government of LCFN;

“**Declaration of Understanding**” means the document attached as Schedule **G**, which forms part of this Policy, and which each employee is required to sign as a condition of employment;

“**election**” means and includes LCFN elections, LCFN referendums, municipal elections, provincial elections, federal elections, and any other elections designated by the Council;

“**employee**” means a member of the management or staff that LCFN has hired on a term or indefinite contract of services, whether oral or written, but does not include a casual worker;

“**employment file**” means the confidential personnel and financial records of an employee, which are held by the administrator;

“**FPP**” means the LCFN Financial Policies and Procedures;

“**general holiday**” means and includes the statutory and non-statutory holidays set out at section 24.1;

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

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

“**immediate family**” means, in respect of an employee,

- a) the employee’s spouse or common-law partner,
- b) the employee’s mother and father and the spouse or common-law partner of the mother or father,
- c) the employee’s children and the children of the employee’s spouse or common-law partner,
- d) the employee’s grandchildren,
- e) the employee’s brothers and sisters, including biological siblings, adopted siblings, foster siblings and step-siblings,
- f) the grandfather and grandmother of the employee,
- g) the mother and father of the spouse, common-law partner, or fiancé(e) of the employee and the spouse or common-law partner of the mother or father,
- h) the employee’s sisters-in-law and brothers-in-law, and
- i) any relative of the employee who resides permanently with the employee or with whom the employee permanently resides;

“**independent contractor**” means a person or company

- a) whose services LCFN has retained under a contract for service,
- b) who is free to choose the means of performing the contract for service,
- c) who is not subordinate to the Council or to any member of the staff of LCFN, and
- d) who has a chance of profiting from, but assumes the risk of loss under, the contract for services;

“**LCFN**” means the Lake Cowichan First Nation

“**letter of appointment**” is a letter, signed by the Administrator and at least one member of Council, that sets out the employee’s title, start date, end date if relevant, salary, and length of probationary period; an

“**interim letter of appointment**” is provided to an employee who is starting a new position with LCFN, and a “**permanent letter of appointment**” is provided to an employee who has successfully completed the probationary period;

“**management**” as defined by the Federal Labour Code;

“Oath of Confidentiality” means the statement which is attached to this Policy as Schedule B, and which forms part of this Policy;

“permanent employee” means an employee of LCFN whose appointment is on an ongoing basis, so long as the contract of employment continues, and **“permanent”** refers to the position held by a permanent employee;

“Personnel Committee” means a committee that reports to the Council and that

- a) is formed as required;
- b) consists of at least two people from the following list:
 - i. one Councillor,
 - ii. the administrator,
 - iii. a manager, if available, and
- c) is involved in interviewing job applicants;

“record” means anything on which information is recorded or stored by any means whether graphic, electronic, mechanical or otherwise;

“sexual harassment” means any conduct, comment, visual image, gesture or contact of a sexual nature that

- a) is likely to cause offence or humiliation to any employee, or
- b) might, on reasonable grounds, be perceived by an employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion;

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“spouse” means, in relation to an individual, a person to whom the individual is married or with whom the individual has lived as a common law partner for at least one year in a marriage-like relationship;

“staff” means all non-management employees of LCFN;

“supervisor” means

- a) for a staff member - his or her manager, or the administrator if the staff member does not report to a manager;
- b) for a manager - the administrator;
- c) for the administrator, - the Council;

“term employee” means an employee hired by LCFN for a specific period of time, and **“term”** refers to the position held by a term employee;

“training course” means a conference, training course, training program, or other course or program relevant to an employee’s position with LCFN;

“**vacation pay**” means four per cent or, after six consecutive years of employment by one employer, six per cent of the wages of an employee during the year of employment in respect of which the employee is entitled to the vacation;

“**workplace**” means and includes the administration office, , and all other buildings or places in which employees of LCFN carry on their work; and

“**year of employment**” means a period of 12 consecutive months beginning on the date that employment began or any subsequent anniversary date thereafter.

2.0 Application

~~2.13.4~~ This Policy applies to all employees of LCFN. Casual workers or to independent contractors are exempt from this policy.

~~3.32.2~~ Specific categories of employees may be specifically excluded from certain Parts of this Policy.

~~3.42.3~~ When conflicts arise with respect to sections of this policy, the Canada Labour Code will take precedent and will be applied.

PART II ORGANIZATIONAL STRUCTURE

3.0 Organizational Chart and Approvals

~~43.1~~ The organizational structure of LCFN is outlined in the organizational chart, which is attached as Schedule **A**.

~~43.2~~ For clarity, where a position is not filled, the administrator will be responsible for performing the duties assigned to that position, but the administrator has the authority to delegate those **duties**.

~~43.4~~ On request, the administrator will provide a copy of the organizational chart to a Councillor, a member of a committee, an officer, employee, a contractor or agent of LCFN, and a member of LCFN.

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Comment [KD1]: This should also be set out in the administrator's job description and contract of employment.

PART III RECRUITMENT PROCESS

4.0 The LCFN will promote fairness and equal employment opportunity in the recruitment and selection of the employee.

~~5.0~~

~~6-05.0~~ Approval of New Positions

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5.1 A new position will not be posted until

- a) the administrator has confirmed that there is adequate funding in the budget for the position; and
- b) the Council and the administrator have approved of the position, and have authorized the position to be posted.

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7.06.0 Preferential Hiring

6.1 LCFN provides equal employment opportunities to all, regardless of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, political belief, creed, disability that does not prohibit performance of essential job functions or that cannot be accommodated, or conviction for which a pardon has been granted.

6.2 Notwithstanding section 6.1, where two or more applicants have comparable or equivalent skills and qualifications, preference will be given, in the following order, to:

- a) persons with specific knowledge of and/or experience with the language, culture, history and customs of LCFN;
- b) persons of Aboriginal, Métis or Inuit ancestry; and
- c) all others.

6.3 Where possible no employee will be hired into a position where the direct supervisor is a family member.

8.07.0 Job Postings

7.1 Subject to section 8.3, all management and staff positions will be posted internally on LCFN's bulletin boards for ten working days, and, if no successful applicant has been found, the position will then be posted externally as determined by the administrator.

7.2 All job postings will

- a) be approved by the administrator; and
- b) comply with this Policy.

9.08.0 Screening of Candidates

8.1 After a job posting has closed, the applicants will be screened as follows:

- a) The administrator will
 - i. screen each application to assess whether the applicant meets the minimum qualifications for the position; and
 - ii. forward all applications from qualified applicants to the Personnel Committee, if one has been formed; and

- b) the administrator or the Personnel Committee, as the case may be, will review all applications from qualified candidates, and will
 - i. select the candidate(s) to be interviewed; or
 - ii. decide not to fill the position, if there are no qualified candidates.

8.2 The Employment of Family Members Policy applies to all internal and external candidates.

8.3 In exceptional circumstances only, the administrator may decide to fill a term position without going through the normal posting and selection process set out at this Part.

10.09.0 Interviews

9.1 The administrator and the Personnel Committee will interview all qualified candidates who have been selected.

9.2 Upon completion of the interviews; the Personnel Committee will rank the candidates using a predetermined method to arrive at a successful candidate.

9.3 The Administrator will contact the successful candidate to see if they are interested in the position. Note: The top three candidates will be kept on file in case the successful candidate doesn't work out.

9.4 The administrator will develop, for each position, a set of job-related interview questions, which assess the candidate's experience, skill, training, and competencies identified for the position, and which will be utilized by the administrator or Personnel Committee during the interview process.

9.45 Where a position requires specific skills, LCFN may require all candidates who passed the interview stage to demonstrate their skills by completing an exercise involving a job-related work sample, the results of which will be confidential.

11.010.0 Conditions of Employment

10.1 LCFN will not hire a candidate who does not meet all of the conditions of employment relevant to the position applied for; and

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10.2 Once hired, an employee who no longer meets any or all of the conditions of employment relevant to the employee's position may be subject to termination.

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10.3 Before they can become employees, all candidates who have successfully passed the interview stage will review and sign the:

- i. Oath of Confidentiality;

- ii. Code of Ethics;
- iii. COIP;
- iv. Internet and Email Usage Policy; and
- v. Declaration of Understanding.

10.54 A candidate or an existing employee will undergo and provide the administrator with the results of a criminal record check every two years if

- a) the candidate is applying for a position that involves interaction with children or minors;
- b) the candidate is applying for a position that relates to LCFN's finances or that involves the handling of money;
- c) a criminal record check is required by law; or
- d) LCFN, in its discretion, requires the employee to undergo a criminal record check.

10.65 Where relevant, a candidate or employee will sign a release authorizing LCFN to obtain and review their

- a) criminal record;
- b) educational records; and
- c) driver's abstract.

10.76 The administrator will, as relevant

- a) review a criminal record ~~required under section 10.5;~~
- b) verify all information related to a candidate's educational background;
- c) verify all employment information supplied by a candidate;
- d) contact a candidate's references and previous employers;
- e) verify that a candidate has a valid BC driver's license; and
- f) review a candidate's driver's abstract.

10.87 All employees who exercise a power, duty or responsibility relating to LCFN's financial administration must comply with the FPP.

10.98 If, at any time, LCFN learns that an employee provided false, or deliberately inaccurate or misleading information during the job application process, LCFN may take immediate disciplinary action, up to and including termination.

Comment [KD2]: If LCFN enacts a Financial Administration Law in the future then it would need to be referenced here.

PART IV -NEW EMPLOYEES

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12.011.0 Letters of Appointment and Orientation

11.1 LCFN will give to all new employees, and to all current employees of LCFN appointed to new positions, a letter of offer.

- 11.2 Once an employee has successfully completed the probationary period, LCFN will provide the employee with a formal employment letter.
- 11.3 During the first week of employment, the administrator will
- a) Ensure that the employee has a valid Social Insurance Number
 - b) Conduct an orientation with the new employee; and
 - c) Review the following forms with the employee and have the employee fill out and sign the forms, as relevant:
 - i. the federal and provincial Personal Tax Credits Return TD1 forms; and
 - ii. payroll deductions forms.
 - d) Ensure that a Confidentiality Agreement is signed by the employee
 - e) Ensure that the employee reads and signs the Personnel Policy

~~13.0~~12.0 Employment Files and Job Descriptions

- 12.1 The administrator will create and maintain an employment file for each employee, which can be accessed upon request to, and in the presence of the administrator.
- 12.2 The administrator will ensure that
- a) all employment files remain in the file room at all times;
 - b) employment files are secured at all times except when they are being accessed in accordance with section **12.1**; and
 - c) no document relating to an employee's performance is placed in the employee's employment file unless the employee has been provided with a copy of that document.
- 12.3 The administrator will ensure that all positions have job descriptions that set out the
- a) name of the department and position within that department;
 - b) nature and scope of work, including regular duties;
 - c) abilities, knowledge, educational background, training, licenses, certifications and skills required; and
 - d) reporting structure
- 12.4 The administrator will provide copies of all job descriptions upon request.

~~12.5~~

~~14.0~~13.0 Probationary Period

- 13.1 All new staff, and existing employees of LCFN who are offered a new staff position, will be placed on a minimum three-month probationary period.
- 13.2 All new management, and existing employees of LCFN who are offered a new management position, will be placed on a six-month probationary period.

13.3 Upon an employee's completion of the probationary period, the following will happen:

- a) evaluation of the employee, using the Employee Evaluation Form attached as Form 2; and
- b) written recommendation as to whether the employee's appointment should be continued.

This will be shared with the employee.

13.4 During the probationary period, LCFN may terminate a probationary employee, without cause, as follows:

- a) for a new employee
 - i. within the first three months, without notice,
 - ii. after three months of consecutive employment, with two weeks' notice or pay in lieu of notice; and
- b) for an existing employee, as provided in the termination and severance provisions at **Part XI**.

PART V EMPLOYEE EVALUATIONS

~~15.0~~14.0 Annual and Periodic Evaluations

14.1 The administrator will ensure that, at least once every year, and using the Employee Evaluation Form attached as Form 2, each employee will be evaluated by the administrator.

14.2 The administrator may direct that an employee undergo periodic evaluations if the employee's annual evaluation was not satisfactory.

PART VI - HOURS OF WORK AND ATTENDANCE

~~16.0~~15.0 Regular Hours of Operation

15.1 Except as otherwise stated in a job description, employment contract or letter of appointment, the regular hours for employees of LCFN are Wednesday through Friday, from 9:00 am to 4:00 pm.

~~17.0~~16.0 Meetings and Office Closures

~~17.6~~.1 If, due to extraordinary circumstances, the Council decides to close the workplace, the administrator will notify all employees.

~~17.6~~.2 From time to time, LCFN may require the employees to attend meetings, which may be held before, during or after the regular hours of operation.

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- | 176.3 If LCFN requires an employee to attend a mandatory meeting, then
 - a) the administrator will provide written notice of the meeting;
 - b) if the meeting is held outside of normal working hours, the employees will be compensated for their time; and
 - c) any employee who fails to attend the meeting, without a reasonable excuse or prior permission from their supervisor, may be subject to disciplinary action.

| ~~18.0~~17.0**Employee Attendance and Timesheets**

- | 187.1 All employees will
 - a) be at their workstations and ready to work when the office opens;
 - b) remain at work until the office closes;
 - c) fill out and sign the “Sign In & Sign Out Sheet” whenever they leave or return to their workplace; and
 - d) contact their supervisor or the administrator immediately if they are unable to report for work at the required time.
- | 187.2 If an employee is late for, or leaves early from, work, without the approval of the administrator
 - a) one or more times, the administrator will record this on the employee’s timesheets, and may deduct the time not worked from the employee’s pay, in 30-minute increments; and
 - b) three or more times in a 90-day period, then LCFN will take disciplinary action.
- | 187.3 If an employee is absent from work for three consecutive days, without notifying the administrator, then LCFN will consider this to be a voluntary abandonment, and grounds for immediate termination.
- | 187.4 If an employee is absent from work for more than 3 days; he/she must provide relevant documentation stating the cause.
- | 187.5 In the event that, with the prior approval of the administrator, an employee is attending a training course or working away from their regular workplace, the employee will record their hours on a timesheet and submit it to the administrator in accordance with section 21.2.
- | 187.6 Any employee who, without the permission of the administrator,
 - a) signs in or signs out for another employee; or
 - b) fails to sign in or out in accordance with section 18.4will be subject to disciplinary action, up to and including termination.

| ~~18~~.7 LCFN will not be obligated to pay any employee for time they work before signing in.

| ~~19.0~~18.0**Overtime**

| ~~198~~.1 This section does not apply to management, whose salaries reflect the recognition that overtime will be a frequent requirement.

| ~~198~~.2 LCFN expects that staff will be able to complete their duties within their scheduled shifts.

| ~~198~~.3 Overtime may only be offered and approved by the administrator.

| ~~198~~.4 If a staff member works overtime hours without the prior written approval of the administrator, then LCFN will consider this to be volunteer work.

| ~~198~~.5 If a staff member works overtime, with the prior written approval of the administrator, then LCFN will pay the staff member for the overtime at a rate of one and one-half times the staff member's regular rate of wages.

| Daily Overtime

| Under 8 hours – Straight time

| 8-12 hours/day – 1.5 times pay

| Weekly Overtime

| Over 40 hours/week – 1.5 times pay

| **PART VII - SALARIES, WAGES AND BENEFITS**

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| ~~20.0~~19.0**Determination of Wages and Raises**

| ~~1920~~.1 Periodically, the Council, with input from the administrator will review the employees' wages and salaries.

| ~~1920~~.2 On or before April 1st of each year, LCFN may, where budgets allow, increase each employee's salary or wages by

- a) the "All Items" BCCPI factor for the previous year; or
- b) the average of the "Food", "Shelter" and "Transportation" BCCPI factors for the previous year,

whichever is greater.

- | ~~1920~~.3 At the completion of the probationary evaluation or annual evaluation, the administrator may recommend to the Council that an employee's salary or hourly wages be increased, based on some or all of the following factors:
 - a) successful completion of the probationary period;
 - b) relative performance compared to employees in the same or similar positions;
 - c) job reclassification;
 - d) improvements in the employee's job performance; and
 - e) budgetary considerations,

Although LCFN's practice is to award raises where possible, raises are not awarded automatically.

- | ~~1920~~.4 Before a raise is implemented, the administrator will ensure that:

- a) The Council has authorized the raise; and
- b) Written notification of the raise is recorded in the employee's records.

| ~~21.0~~20.0 **Payment of Wages and Salaries**

- | ~~240~~.1 LCFN will pay its employees bi-weekly, on every other Friday, and the pay period is for the two-week period up to the Friday before payday.
- | ~~240~~.2 On or before 3:00 pm on the Wednesday immediately prior to payday, the employees will sign and submit their timesheets to the administrator.
- | ~~240~~.3 After receiving the timesheets, the administrator will
 - a) review the timesheets;
 - b) ensure that they are complete and accurate; and
 - c) sign the timesheets.
- | ~~240~~.4 If an employee does not submit their timesheet to the administrator on time, in accordance with section **21.2**, then LCFN may delay their payment to the next payday.

| ~~22.0~~21.0 **Payroll Deductions**

- | ~~221~~.1 LCFN will make all mandatory deductions from each employee's gross wages, including federal income tax, CPP, EI, and any other applicable taxes.
- | ~~221~~.2 If an employee's circumstances change in a way that will impact their income taxes, then the employee will fill out new federal and provincial Personal Tax Credits Return TD1 forms, and provide those forms to the administrator.
- | ~~221~~.3 On or before February 28th of each year, LCFN will provide every employee with a T4 form for the preceding year.

| ~~23.1~~.4 If an employee believes that the deductions from the employee's wages are incorrect, or that there are errors on the T4 form, then the employee will notify the administrator.

PART VIII HOLIDAYS, VACATIONS, AND LEAVE

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~~23.0~~22.0 Statutory and Non-Statutory Holidays

| ~~23.2~~.1 LCFN observes the following general holidays

- a) New Year's Day;
- b) Good Friday;
- c) Easter Monday;
- d) Victoria Day;
- e) National Aboriginal Day;
- f) Canada Day;
- g) BC Day;
- h) Labour Day;
- i) Thanksgiving Day;
- j) Remembrance Day;
- k) Christmas Day; and
- l) Boxing Day

by closing all applicable workplaces; or, when the general holiday falls on a day on which the workplace is normally closed, by closing all workplaces on the first Monday following the general holiday.

| ~~23.2~~.2 If an employee is required to work on a general holiday, then LCFN will pay the employee as follows

- a) for a staff member, at
 - i. 1.5 times the staff member's normal rate of wages if the holiday occurs within the first 30 days of employment; and
 - ii. in all other circumstances, 2.5 times the staff member's normal rate of wages; and
- b) for management, at the normal rate of wages, and the manager will be entitled to take an alternate day off with pay.

Comment [KD3]: Alice, I checked Part III Div V of the CLC and paying 10% wages in lieu of stat holidays is not an option.

AB: OK we will have to require time sheets to ensure the min of 15 days in the previous 30 is applied as well as the number of hours is properly recorded

| ~~23.2~~.3 An employee who is not required to work on a general holiday is entitled to

- a) the employee's normal rate of pay, provided that the employee has been employed by LCFN for at least 15 of the 30 days immediately preceding the general holiday; or
- b) if the employee cannot meet the condition set out at paragraph (a), to pay equivalent to 1/20th of the wages the employee earned during the 30 days immediately preceding the general holiday.

~~24.0~~23.0 Vacations

- | ~~24~~3.1 After completing one year of employment, each employee is entitled to vacation with vacation pay, as follows
 - a) two weeks' vacation, for each of the first two years of employment;
 - b) three weeks' vacation, for each of the third and fourth years of employment; and
 - c) four weeks' vacation after completion of the fifth year of employment, plus an additional half-day of vacation for the sixth and each subsequent year of employment.
- | ~~24~~3.2 At least 30 days before completion of a year of employment, the administrator will notify the employee of their anniversary date, and their entitlement to vacation and vacation pay.
- | ~~24~~3.3 At least three months before the desired start date, or less if approved by the administrator, an employee will complete and submit a vacation request form to the administrator, and the administrator will notify the employee if the vacation request has been approved.
- | ~~24~~3.4 Each employee will take their annual vacation within ten months of completing each year of employment, and will not be able to bank, or be paid out for, their vacation time; if the employee and the administrator cannot come to agreement on when the vacation is to be taken, then the administrator may, with at least two weeks' notice, require the employee to take vacation at a time of the administrator's choosing.

| ~~25-024.0~~**Sick Leave**

- | ~~25~~4.1 All permanent employees, and term employees who have completed at least three months of continuous employment for LCFN, are entitled to accumulate paid sick leave at the rate of 1.5 days per month, to a maximum of 18 days per year of employment.
- | ~~25~~4.2 Accrued sick leave cannot be rolled over into the next year of employment, and LCFN will not pay out unused sick leave.
- | ~~25~~4.3 An employee may only take sick leave for one of the following purposes
 - a) employee's illness or injury;
 - b) medical appointments, including drug and alcohol counselling; and
 - c) illness or injury of a member of the employee's immediate family.
 - d) An addition to the parental compassionate leave as described in the subsequent sections.
- | ~~25~~4.4 If an employee has missed at least five consecutive days of work due to illness or injury, then, within ten days of the employee's return to work, LCFN may request the employee to provide a certificate from a qualified medical practitioner stating that the employee was incapable of working due to illness or injury of the employee or a member of the employee's immediate family.

- | ~~25~~4.5 If an employee does not have any accrued sick leave, the employee may take up to 12 weeks of unpaid leave of absence due to illness or injury of the employee or a member of the employee's immediate family.
- | ~~25~~4.6 If an employee has been absent from work due to serious illness, injury, or surgery,
 - a) LCFN may, for the protection of both the employee and LCFN, require the employee to provide a certificate from a qualified medical practitioner stating whether the employee is capable of returning to the employee's normal duties or assignments; and
 - b) if the employee is not capable of returning to the employee's previous position, LCFN may advertise the position in question or assign the employee to a different position.

| ~~26-0~~25.0**Bereavement Leave and Funeral Leave**

- | ~~26~~5.1 After completing the bereavement leave request form and/or receiving the approval of the administrator, upon the death of a member of the employee's immediate family, an employee is entitled
 - a) to five days' paid bereavement leave; and
 - b) where significant travel (need definition) is required, to an additional three days of paid bereavement leave.
- | ~~26~~5.2 All employees are entitled to, with the consent of the administrator, one-half day of paid leave, or more as required and as approved by the administrator, to attend the funeral of any member of LCFN.

| ~~27-0~~26.0**Compassionate Care Leave**

- | ~~27~~6.1 All employees are entitled to take up to eight weeks of unpaid compassionate care leave in order to provide care or support to a family member suffering from a serious medical condition with a significant risk of death, in accordance with section 206.3 of the CLC.

| ~~28-0~~27.0**Family Leave**

- | ~~28~~7.1 All employees are entitled to five days of unpaid family leave per year, which leave may be used, upon the prior approval of the administrator, to care for a member of their immediate family.

| ~~29-0~~28.0**Maternity and Parental Leave**

- | ~~29~~8.1 Every employee who has
 - a) completed six consecutive months of continuous employment;

- b) provided LCFN with a certificate from a qualified medical practitioner certifying that she is pregnant; and
- c) provided her supervisor with at least four weeks' prior written notice, except in exceptional circumstances

is entitled to up to 17 weeks of unpaid maternity leave, which leave may be taken at any time up to 11 weeks before her due date.

| ~~29~~8.2 Every employee who has

- a) completed six consecutive months of continuous employment; and
- b) provided their supervisor with at least four weeks' prior written notice, except in exceptional circumstances

is entitled to up to 37 weeks of unpaid parental leave to care for a newborn child of the employee or a child who is in the care of the employee for the purpose of adoption,

- c) provided that two employees may only take a combined total of 37 weeks of parental leave in respect of the same birth or adoption.

| ~~30-029.0~~30.0 **Leave for Elections**

- | ~~29~~30.1 LCFN encourages its employees to vote in Federal, Provincial, and LCFN elections, and will ensure that on election days, all employees have four consecutive hours for the purpose of voting, and if an employee's hours of work do not allow for those four consecutive hours, LCFN will, at its convenience, schedule the employee's hours as necessary to provide those four consecutive hours.

| ~~31-030.0~~31.0 **Cultural Leave**

- | ~~34~~0.1 Each employee is entitled to up to five days of unpaid (others provide paid leave) cultural leave per year, to attend cultural events, celebrations, or cultural training, provided that they provide the administrator with a written leave request, and the administrator approves the request.

Comment [KD4]: This is another optional section. Would you like to keep it? How much is currently offered?

AB: keep it we don't offer anything at the moment

| **PART IX- TRAINING COURSES**

| ~~32-031.0~~32.0 **Purpose and Procedures**

- | ~~32~~1.1 LCFN recognizes that good training allows its employees to perform their jobs more efficiently and effectively, and is therefore committed to creating an environment in which its employee can achieve their potential by supporting educational and skills-development opportunities for its employees.

- | ~~32~~1.2 If an employee wishes to attend a training course,

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- a) the employee will, at least two weeks prior to the start of the training course, submit written request to the administrator; and
- b) The administrator], may approve the request if
 - i. funding is available for the training course,
 - ii. the training course will benefit both the employee and LCFN,
 - iii. the employee's attendance at the training course will not cause undue hardship to the employee's department, and
 - iv. the employee agrees to provide LCFN with a written or oral report on what they learned in the course within two weeks of completing the course.

Comment [KD5]: Alice, would the Council and/or the supervisor be involved in approving training courses?

| ~~321.3~~ If LCFN wishes an employee to attend a training course, then the administrator will meet with the employee to review the proposed training course and discuss whether the training course would be of benefit to the employee and to LCFN.

| ~~321.5~~ If funding for a training course is provided by LCFN and the employee is paid while attending the course, LCFN may recover part or all of the cost of the course from the employee if

- a) the employee fails the course or fails to complete the course; or

| ~~321.6~~ Time spent traveling to and from, and attending, an approved training program during normal working hours is considered to be part of an employee's normal paid duties; therefore an employee will not receive overtime pay.

| ~~321.87~~ ~~Notwithstanding section 32.9,~~ If a training course is a condition of employment, then the employee will successfully complete the training within the timeframe set by the administrator.

| ~~321.98~~ ~~Subject to section 32.8,~~ LCFN will not require or compel an employee to take a training course held outside of normal working hours.

PART X - DISCIPLINARY MEASURES

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~~33.0~~32.0 Progressive Discipline

| ~~332.1~~ Each employee is required to know and understand the terms and conditions of this Policy, and any other policies, practices or procedures of LCFN that relate to the employee's position, as failure to adhere to these policies, practices or procedure may result in disciplinary action.

| ~~332.2~~ LCFN recognizes that it has a responsibility to inform its employees of unsatisfactory performance or behaviour, or misconduct, in a timely and open manner and, where appropriate, to provide employees with an opportunity to correct their performance, behaviour or conduct.

| ~~332~~.3 LCFN uses the following system of progressive and corrective discipline, and each disciplinary measure taken against an employee will be documented in their employment file. Some or all of the following will be applied:

- a) level one: in a private meeting, the supervisor or the administrator will give the employee a verbal warning, and will explain the cause for the warning and the consequences for failing to follow the warning;
- b) level two: in a private meeting the supervisor or the administrator will give the employee a written warning that sets out the cause for the warning and the consequences for failing to follow the warning;
- c) level three: the administrator may suspend the employee with pay for a period of up to three weeks, as well as provide a 2nd written warning;
- d) level four: the administrator may suspend the employee without pay for a period of up to three weeks; and a 3rd written warning.
- e) level five: the administrator may terminate the employee,

and although in general, LCFN will apply each level of discipline in successive order, the level of discipline that is applied in a situation will be determined by several factors, such as:

- f) the severity of the incident;
- g) the employee's length of service; and
- h) the employee's work record and disciplinary history.

| ~~332~~.4 In exceptional cases, before initiating disciplinary procedures, the administrator may temporarily suspend an employee with pay pending investigation of the allegations against the employee.

| ~~332~~.5 On the recommendation of the administrator, and at the sole discretion of the Council, LCFN may purge a disciplinary letter from an employee's records after four years, provided that no further disciplinary letters have been issued against that employee.

| ~~34.033.0~~**Grounds for Disciplinary Action**

| ~~343~~.1 Grounds for disciplinary action or termination may include, but are not limited to:

- a) non-performance or inadequate performance of duties;
- b) purporting to represent LCFN or the Council without authorization;
- c) frequent unexcused absences or tardiness, within a month;
- d) receiving two or more written warnings;
- e) gross misconduct;
- f) negligence;
- g) being at the workplace while under the influence of alcohol or illegal substances;
- h) threats or violence against employees, clients, members of LCFN or the Council;
- i) breach of confidentiality;
- j) breach of LCFN's bylaws or policies, including this Policy;
- k) breach of the FPP; or

- l) breach of the COIP.
- m) Theft
- n) Mistreatment of: LCFN Community members, visitors, and co-workers.

PART XI TERMINATION OF EMPLOYMENT

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35.034.0 Notice of Termination

- 35.1 If LCFN lays off an employee, or terminates an employee without cause, then LCFN will provide the employee with notice and, if applicable, severance pay, in accordance with the relevant provisions of the CLC.
- 35.2 An employee will give four weeks' written notice to the administrator before resigning their position with LCFN.

36.035.0 Return of LCFN's property

- 36.1 At the time of layoff, termination or resignation, the employee will return to LCFN all property of LCFN issued to that employee during the course of employment, including but not limited to tools, keys, laptops and cell phones, etc.
- 36.2 If the employee had sole access to property of LCFN during the course of their employment, and that property was damaged or is missing, then LCFN may request the employee to give written authorization allowing LCFN deduct the cost of the damaged or missing property from the employee's final paycheque.

37.036.0 Final Paycheque and Exit Interview

- 37.1 LCFN will provide the employee with their final paycheque on their regular payday, and will pay any other amounts to which the employee is entitled within 30 days from the date of layoff, termination or resignation.
- 37.2 At the time of layoff, termination or resignation, the administrator may ask the employee to participate in an Exit Interview.

38.037.0 Retirement Age

- 39.1 If an employee wishes to continue working after reaching 65 years of age, and LCFN is agreeable, then, at the discretion of the Council, LCFN may require the employee to, as a condition of employment, undergo periodic medical examinations to determine whether the employee is physically able to continue to carry out their duties.

PART XII- DISPUTE RESOLUTION

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| **39.038.0 Purpose and Process**

- | 398.1 Although it is the policy of LCFN that its employees are, at all times, to be treated fairly and equitably, LCFN recognizes that situations may arise where an employee does not agree with the way they have been treated, and has developed the dispute resolution process set out at **Part XII** for these situations.
- | 398.2 LCFN encourages its employees to try to resolve disputes using the following process:
 - a) first, the complainant discusses the dispute with the complainee, and they try to resolve the dispute together;
 - b) if the dispute is still unresolved, the complainant brings the dispute to the Administrator , and the administrator meets with the complainant and the complainee to help them to resolve the dispute;
 - c) if the dispute is still unresolved after 14 days, the parties may agree to bring in a third party mediator, the costs of which will be shared by the parties.
- | 398.3 If a complaint is found to be frivolous, vindictive or vexatious, then LCFN may take appropriate steps, which may include disciplinary action.

| **PART XIII GENERAL POLICIES AND PROCEDURES**

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| **40.039.0 Representing LCFN**

- | 4039.1 All employees will keep their workstations neat and tidy, and will return equipment to its proper place when they are finished with it, or at the end of the day.
- | 3940.2 Employees will not give interviews to the media without the approval of the Council.
- | 3940.3 Employees will not purport to represent LCFN, or sign documents on behalf of LCFN, without prior authorization from the administrator or the Council, as the case may be.
- | 4039.4 All employees will present a professional appearance at the workplace.

| **41.040.0 Celebrations**

- | 410.1 Following LCFN's traditional practices, LCFN will celebrate
 - a) the birth or adoption of an employee's child or grandchild;
 - b) an employee's attainment of a certificate, diploma or degree
 - c) an employee's wedding or milestone anniversary; or
 - d) an employee's retirement,by throwing a party for, or giving a gift to, the employee.

| ~~42.041.0~~ **Restricted Areas and Entry After Hours**

- | ~~421.1~~ In the interest of safety and security, all workplaces and equipment are restricted to authorized persons only, and will be clearly marked as restricted.
- | ~~421.2~~ Unauthorized persons are not permitted at the workplace outside of normal working hours.
- | ~~421.3~~ If an employee wishes to enter the workplace outside of normal working hours, the employee will ensure that the Administrator is aware of such a request.

| ~~43.042.0~~ **No Smoking and Scent-Free Workplace**

- | ~~432.1~~ Smoking is not permitted in the workplace or in designated non-smoking areas, and these areas will be strictly monitored.
- | ~~432.2~~ In order to accommodate those employees who are sensitive to scented products, LCFN's workplaces are scent-free environments, and employees will not use scented products while at work.

| ~~44.043.0~~ **Telephone, Mail, Fax, Internet and E-Mail**

- | ~~443.1~~ Employees will not
 - a) make personal long-distance calls for any reason;
 - b) use LCFN cell phones for personal calls;
 - c) make personal local calls during work hours except
 - i. during breaks,
 - ii. calls that are less than 2 minutes long,
 - iii. in the case of an emergency, or
 - iv. with authorization from the Administrator;
 - d) put personal mail with LCFN's mail that is to be put through the postage meter; or
 - e) send or receive personal e-mail, faxes, or mail without authorization from their supervisor or the administrator.
- | ~~443.2~~ Employees will comply with the Internet and Email Usage Policy, which is attached as Schedule **E** and which forms part of this Policy.

| ~~45.044.0~~ **Use and Care of LCFN's Property, Equipment and Vehicles**

- | ~~454.1~~ Use of LCFN's property, equipment or vehicles for personal use is not permitted, and will lead to immediate disciplinary action, up to and including termination.
- | ~~454.2~~ If an employee needs to take LCFN's property or equipment to work off-site, the employee will
 - a) get the prior written approval of the appropriate supervisor or the administrator; and

b) log the equipment or property out, and return it and log it in within the specified timeframe.

| 454.3 It is the responsibility of each employee to understand the operation and basic maintenance of equipment that is required to perform routinely assigned duties.

| 454.4 If an employee finds that a piece of equipment is not working properly or appears unsafe, the employee

- a) will immediately notify the administrator; and
- b) will not start, operate, or make any modifications to the equipment.

| 454.5 If an employee is authorized to use one of LCFN's vehicles for LCFN business, then the employee will

- a) hold a valid BC driver's license in the category required to operate the vehicle;
- b) at LCFN's expense, follow the manufacturer's maintenance and oil change schedules to protect the validity of the warranty;
- c) not allow unauthorized persons to operate or ride in the vehicle; and
- d) be responsible for all fines and traffic violations.

Comment [KD6]: Alice, is 45.5 relevant or should we delete it?

AB: Not relevant right now but that could change

KD: I will leave it in then.

| 454.6 All records of LCFN that are produced by or on behalf of LCFN or kept, used or received by any person on behalf of LCFN are the property of LCFN; current and former employees will not remove, photocopy, reproduce or use any records of LCFN without the prior express written consent of the administrator or the Council.

| 46.045.0 Employee Use of Personal Vehicles

| 465.1 If LCFN requires an employee to use their own vehicle for LCFN business,

- a) LCFN will reimburse the employee, at the rate set by the Treasury Board guidelines, as amended from time to time, for each kilometre traveled for LCFN business, or other rate as prescribed from time to time by the Council, which will be full and complete compensation for all of the employee's costs in operating the vehicle while on LCFN business;
- b) improper or excessive claims for reimbursement for mileage will result in disciplinary action, up to and including termination;
- c) the employee will be responsible for all accidents, fines and traffic violations; and
- d) the employee will be responsible for ensuring they have adequate liability insurance as required by ICBC.

| PART XIV HARASSMENT AND SEXUAL HARASSMENT

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| 47.046.0 Prohibition on Harassment and Sexual Harassment

| 476.1 All employees are entitled to a harmonious environment at the workplace, and all employees will treat each other with respect and dignity.

- | 476.2 All employees are entitled to employment that is free of harassment and sexual harassment, including harassment or sexual harassment by employees, clients, contractors, members of LCFN, or any other person.
- | 476.3 LCFN will make every reasonable effort to ensure that no employee is subjected to harassment or sexual harassment.
- | 476.4 LCFN will take such disciplinary measures, as it deems appropriate, against any employee, independent contractor, agent or casual worker who subjects another employee to harassment or sexual harassment, up to and including immediate termination.
- | 476.5 Any employee who experiences or observes harassment or sexual harassment is strongly encouraged to immediately take the following steps, as appropriate under individual circumstances:
 - a) advise the person that you believe their conduct is inappropriate and should be discontinued;
 - b) keep a written record of the steps that you been taken;
 - c) keep a written record of the harassment or sexual harassment; and
 - d) if the person does not respect your request, or if you do not feel comfortable speaking with them directly, bring to the administrator the written complaint and details of the steps you have taken.
- | 476.6 If an allegation of harassment or sexual harassment has been made to a supervisor, the supervisor will either try to resolve the problem, or will refer the matter to the administrator.
- | 476.7 LCFN will initiate a prompt, thorough and fair investigation of all reported incidents of harassment or sexual harassment, and will advise the person who reported the incident of the outcome of the investigation.
- | 476.8 The supervisor, the administrator and the Council will, at all times, respect the privacy of all people involved, and will not disclose to any person
 - a) the name of a person who submits a complaint under this Part, or
 - b) the circumstances related to the complaint,

except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation to the complaint.
- | 476.9 Harassment and sexual harassment are discriminatory practices under s. 14(2) of the CHRA, and any employee who has been harassed or sexually harassed may seek recourse under Part III of the CHRA.

| **PART XV VIOLATION AND SEVERABILITY**

| **48.047.0 Violation and Severability of Terms**

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| 487.1 All employees are bound by and will abide by the terms of this Policy, or they will be subject to disciplinary action, up to and including termination.

487.2 If any provision of this Policy is held to be invalid by a court of competent jurisdiction, the invalid portion will be severed from the remainder of the Policy, and the decision will not affect the validity of the remainder of the Policy.

~~THIS POLICY IS HEREBY DULY ENACTED by Council on the ____ day of _____, 20__ at Lake Cowichan, in the Province of British Columbia.~~

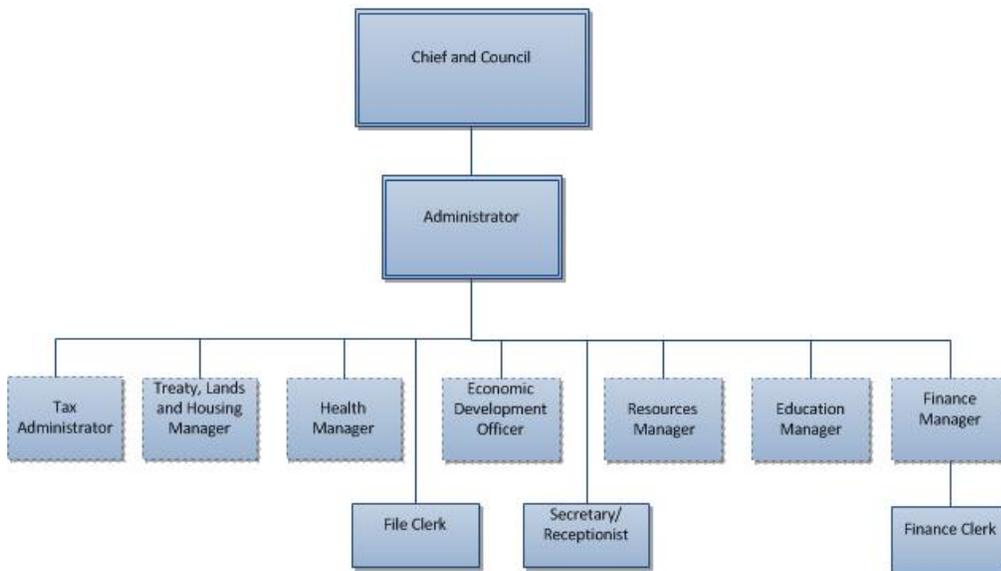
~~A quorum of Council consists of two (2) members of Council.~~

~~_____
Chief Cyril Livingstone _____ Councillor Georgina Livingstone~~

~~_____
Councillor Melanie Livingstone Hamilton _____ Councillor Carol Livingstone~~

SCHEDULE "A"

Lake Cowichan First Nation Organizational Chart



SCHEDULE "B"

OATH OF CONFIDENTIALITY

I, _____, understand and acknowledge that:

- 1) as an employee of LCFN, I may come into contact with or possession of sensitive and confidential information regarding LCFN and its members, businesses, clients or organizations;
- 2) the maintenance of confidentiality is essential to the work that LCFN carries out;
- 3) my employment with LCFN is dependent on my signing, and abiding by, this Oath of Confidentiality; and
- 4) any breach of this Oath constitutes just cause for the immediate termination of my employment by LCFN, without notice or severance pay.

I promise that I will not disclose the affairs of LCFN or its members, businesses, clients or organizations to any person, company or firm, directly or indirectly, during or after my employment by LCFN, other than as required in the normal course of employment, or as required by law.

I promise that I will not use such confidential information for my, or any other person's, interests, whether or not such interests conflict with those of LCFN, during or after my employment by LCFN.

[Sworn/affirmed] on the ____ day of _____, 20 ____, at Lake Cowichan, British Columbia.

[EMPLOYEE]

WITNESS _____
Please Print

SIGNATURE _____

SCHEDULE “C”

CODE OF ETHICS

Comment [a7]: Modified from existing LCFN Code of Ethics

Employees of the Lake Cowichan First Nation will:

1. carry out the duties of their positions conscientiously, loyally, and honestly, remembering that the primary work task is to serve LCFN’s membership;
2. maintain the integrity and dignity of LCFN, its programs, government and staff at all times;
3. be prompt, courteous, and temperate in the performance of their duties;
4. use initiative to find ways of doing their work more efficiently, effectively, and economically;
5. develop a positive attitude in dealing with fellow employees, other members of LCFN, and the Chief and Council and will conduct themselves while on duty and in public in a manner that will bring credit to themselves and LCFN.
6. adhere to LCFN’s policies and procedures;
7. follow their supervisor’s instructions attentively, be cooperative, and work as team members with other employees;
8. show respect for the authority and jurisdictional structures of LCFN, Chief and Council;
8. be courteous and polite towards each other and the public;
9. provide constructive criticism and suggestions through proper channels, and seek to make the workplace as harmonious as possible; and
10. avoid publicly criticizing other employees, or the policies of the Council or individual departments.

[EMPLOYEE]

WITNESS _____
Please Print

SIGNATURE _____

SCHEDULE “D”

**LAKE COWICHAN FIRST NATION CONFLICT OF INTEREST
POLICY**

PART ONE – INTERPRETATION AND APPLICATION

General Definitions

“**family member**” means the individual’s spouse, parent, sibling, or child;

“**financial interest**” includes, but is not limited to

- (a) employment benefits;
- (b) contract benefits;
- (c) educational, medical or other social benefits;
- (d) honoraria;
- (e) money; or
- (f) the allotment, leasing or other grant of an interest in LCFN’s lands.

Definition of Conflict of Interest

1(1) A “**conflict of interest**” arises where a Councillor, officer, employee, committee member, contractor or agent of LCFN has an interest that is

- (a) real, potential or perceived;
 - (b) direct or indirect; and
 - (c) personal or financial,
- and which
- (d) competes, or appears to compete, with
 - (i) the interests of LCFN, or
 - (ii) the objective exercise of the individual’s powers, duties, functions or responsibilities.
- (2) For greater clarity, an individual’s personal or financial interests include the personal or financial interests of a family member.
- (3) Despite subsections (1) and (2), an individual’s interests do not give rise to a conflict of interest if
- (a) the interests are the same as those of a broad class of members of LCFN, of which the individual is a member,

(b) in the case of a Councillor, the interests relate to remuneration, leave and benefits owed to all Councillors, or

(c) the interests are so remote or insignificant that they could not be reasonably regarded as likely to influence the individual in the exercise of a power or performance of a duty or function.

(4) An individual may declare themselves to be in a conflict of interest even if the situation does not strictly fit within the definition at subsections (1) and (2) if they feel that the situation will impact their ability to handle the situation objectively.

Application

2.(1) Except as otherwise provided, this regulation applies to all Councillors, officers, employees, and committee members; and to all contractors and agents of LCFN when they are exercising a power, duty or responsibility relating to the financial administration of LCFN.

(2) For greater clarity, a reference to a contractor in this regulation includes a reference to each employee of the contractor or agent who is engaged to perform duties or functions under the contract with LCFN.

PART TWO – CONFLICTS OF INTEREST GENERALLY

Purpose

3.(1) By implementing this policy, LCFN wishes to

(a) enhance confidence in LCFN and its related bodies; and

(b) ensure that members of LCFN can have trust and confidence in LCFN's Councillors, officers, employees, committee members, contractors and agents, and in the administration of LCFN.

General Duties and Obligations

4. LCFN's bylaws, policies and guidelines will be applied equally to all.

5.(1) All Councillors, officers, employees and committee members will

(a) uphold the highest standards of conduct;

(b) act responsibly, accountably, impartially, honestly and with integrity; and

(c) perform their duties and exercise their powers and functions in good faith and in the best interests of LCFN.

(2) The administrator will ensure that every Councillor, officer, employee and committee member is informed of their obligations under this Policy and will take steps to ensure that officers and employees comply with these obligations.

6. (1) All contractors and agents will act at all times with integrity and honesty

(a) in their dealings with LCFN; and

(b) in their dealings with any third party when the contractor or agent is representing or acting on behalf of LCFN.

(2) All contractors and agents will ensure that each of their employee or agents, who is engaged to perform duties or functions under the contract with LCFN, is informed of their obligations under this Policy and will take steps to ensure that these employees or agents comply with these obligations.

Avoidance of Conflicts of Interest

7. (1) All persons referenced in **section 2** will

(a) avoid conflicts of interest;

(b) avoid placing themselves in circumstances where their ability to exercise a power or perform a duty or function of their office or position could be influenced by the interests of any person to whom they owe a private obligation or who expects to receive some benefit or preferential treatment from them; and

(c) not be involved in any transaction, decision or matter where they are in a conflict of interest, subject to **section 13**.

PART THREE – DISCLOSING AND RESOLVING CONFLICTS OF INTEREST

Disclosure of Conflicts of Interest – Councillors and committee members

8.(1) If a Councillor or committee member believes that they are or may be in a conflict of interest, that person will disclose the nature and extent of the conflict of interest to the Council as soon as the person learns of the conflict of interest, whether or not the transaction, decision or matter in question has already been decided or concluded.

(2) Notwithstanding subsection (1), if it is not possible for the Councillor or committee member to disclose the conflict of interest to the Council in a timely manner, that person will disclose the conflict of interest to the administrator, who will keep a record of the disclosure in accordance with section **12**.

(3) If a Councillor or committee member is in doubt as to whether they are in a conflict of interest, that person will disclose the issue to the Council and request the Council to make a decision on whether there is a conflict of interest.

(4) After declaring a conflict of interest, the Councillor or committee member will leave any part of a Council or committee meeting, as the case may be, where the circumstances in which that person has a conflict of interest are being discussed or voted on.

(5) The minutes of a Council or committee meeting, as the case may be, will record the person's disclosure under subsection (1) or (3) and note the person's absence from the meeting when the circumstances in which the person has a conflict of interest were being discussed or voted on.

(6) A Councillor or committee member will not influence or attempt to influence in any way before, during or after a Council Board or committee meeting, as the case may be, any discussion or vote on any decision respecting the circumstances in which the person has a conflict of interest.

(7) Where, as a result of a conflict of interest, a quorum of the Council can never be established, the matter will be brought before a meeting of the members of LCFN.

Undisclosed Conflicts of Interest of Councillors

9.(1) If a Councillor has reason to believe that another Councillor is or may be in a conflict of interest the Councillor may request clarification of the circumstances at a Council meeting.

(2) If, as a result of a clarification discussion under subsection (1), a Councillor is alleged to have a conflict of interest and the Councillor does not acknowledge the conflict of interest and take the actions required under section 8, the Council will determine whether the Councillor has a conflict of interest before the Council considers the matter referred to in subsection (1).

(3) The minutes of the Council meeting will record any determination made under subsection (2).

(4) If the Council determines under subsection (2) that a Councillor has a conflict of interest or an apparent conflict of interest, the Councillor will comply with subsections 8 (4)-(6).

(5) Any Councillor who fails to make or makes an incomplete disclosure of a Conflict of Interest will pay to LCFN a sum of money equal to the value of any and all financial benefits the Councillor or family member received and benefitted from the undisclosed Conflict of Interest, notwithstanding any other disciplinary action the Council may take.

Comment [a8]: From LCFN
Accountability Policy s. 45

Disclosure of Conflict of Interest – Officers, Employees, Contractors and Agents

10. If an officer, employee, contractor or agent believes they are or may be in a conflict of interest,

- (a) the officer, employee, contractor or agent will disclose the circumstances as soon as practical to the administrator or, in the case of the administrator, to the Council; and
- (b) the officer, employee, contractor or agent will refrain from participating in any discussions or decision-making respecting the circumstances of the conflict of interest until advised by the administrator or the Council, as the case may be, on actions to be taken to avoid or mitigate the conflict of interest.

Record of Disclosures

11. The administrator will establish and maintain a register of all information disclosed or determined under sections 8, 9 or 10.

Resolution

12.(1) Notwithstanding section 7, the Council may, by resolution, approve a transaction, decision or matter that is the subject of a conflict of interest where

- (a) the Councillor, officer, employee, committee member, contractor or agent has complied with this Part; and
- (b) the Council has determined that the transaction, decision or matter is fair and reasonable.

PART FOUR – GIFTS AND BENEFITS

Gifts and Benefits

13. A person referenced in section 2 will not solicit, receive or accept a gift or benefit where such action could reasonably be inferred to influence that person in the exercise of that person's powers or in the discharge of that person's duties or functions.

Gifts to Councillors, Board Members, Officers, Employees and Committee Members

14.(1) Notwithstanding section 13, where a gift or benefit is given

- (a) to a Councillor in their capacity as a Councillor, the Councillor will advise the Council and the gift will become the property of LCFN, or
- (b) to an officer, employee or committee member in their capacity as an officer, employee or committee member, that person will
 - (i) advise the administrator, or
 - (ii) in the case of the administrator, advise the Council,

and the gift will become the property of LCFN;

- (2) Despite subsection (1), a gift or benefit may be accepted if the gift or benefit
- (a) would be considered within
 - (i) normal protocol exchanges or social obligations associated with that person's position,
 - (ii) normal exchanges common to business relationships, or
 - (iii) normal exchanges common at public events of LCFN or of related bodies,
 - (b) is of nominal value, or
 - (c) is of a type that the policies or directions of the Council have determined would be acceptable if offered by LCFN to another person.

15.(1) A contractor or agent will not attempt to obtain preferential treatment from LCFN by offering gifts or benefits that a Councillor, officer, employee or committee member is prohibited from accepting under this regulation.

PART FIVE – BUSINESS

Competition with LCFN's Businesses

16. (1) A person referenced in **section 2** will not, during the term of their office, appointment, contract or employment, engage either directly or indirectly in any manner as a partner, director, shareholder, advisor, employee or in any other capacity, in any business similar to one carried out by LCFN or by a related body without first

- (a) complying with the provisions of this policy; and
- (b) obtaining a resolution, in accordance with **section 12**, that approves of that person's involvement in the business.

Business and Investment Opportunities

17. A Councillor, officer, employee or committee member will not take advantage of a business or investment opportunity being considered by LCFN or by a related body, unless the Council has clearly determined not to pursue the opportunity and the opportunity is subsequently made available to all members of LCFN.

19. A contractor or agent will not take advantage of a business or investment opportunity being considered by LCFN, and of which the contractor or agent becomes aware while performing services for LCFN, unless LCFN has clearly determined not to pursue the opportunity.

I, _____, have reviewed this Policy in detail. I understand this Policy, and I agree to abide by its terms and conditions. I understand that if I breach this Policy I may be subject to disciplinary action, up to and including termination.

Employee Signature

Date

SCHEDULE "E"

INTERNET AND EMAIL USAGE POLICY

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

1. During work hours, the internet and email may only be used for business purposes.
2. Users will not play games on LCFN computers at any time.
3. Users will comply with all applicable laws and regulations and will respect the legal protection provided by copyright and licenses with respect to both programs and data.
4. Internet and email usage will be able to survive scrutiny and/or disclosure. Users will avoid accessing sites that might bring LCFN into disrepute, such as those which carry offensive material.
5. Users may not use the electronic mail or messaging programs to harass or interfere with other computer users, send or post obscene or defamatory material, send excessive mail and chain letters.
6. Sensitive information will not be transmitted via or exposed to non-secure internet access.
7. Employees may, with authorization from the administrator, use LCFN's internet and email services for personal improvement, outside of scheduled hours of work, provided that such use is consistent with professional conduct and is not used for personal financial gain.
8. Internet relay chat channels or other internet forums such as newsgroups, blogs or netservers may be used only to conduct work related business or to exchange technical or analytical information. Users who wish to express personal opinions will use a private Internet provider and a personal ID.
9. Users will not attempt to obscure the origin of any message or download material under an assumed internet or email address.
10. LCFN maintains the right to monitor internet and email usage on its equipment.
11. Alleged inappropriate use of the internet or email will be reviewed by LCFN on a case by case basis and may lead to disciplinary action up to and including dismissal or cancellation of contract.
12. The viewing of pornographic websites or sending/receiving pornographic related email on LCFN's computers is strictly prohibited and will justify cause for dismissal.

- 13. Unauthorized reconfiguration of hardware or software, modification of other users accounts for files, and installation of software is not permitted unless authorized by the administrator to do so.
- 14. Users are responsible for ensuring that their use of internet and email access is appropriate and consistent with ethical conduct under this policy and with the policies issued by LCFN.

I, _____, understand and agree to the terms of the Internet and Email Usage Policy. I understand that if I breach this Policy I may be subject to disciplinary action, up to and including termination.

Employee Signature

Date

SCHEDULE “F”

EMPLOYMENT OF FAMILY MEMBERS POLICY

The Council recognizes and appreciates that the Lake Cowichan First Nation community is closely related through family and kinship ties. While it may not always be possible or desirable to prevent family members from working together, the Council recognizes that these relationships may be problematic in certain circumstances.

Therefore, the Council enacts the following policy:

1. An employee may not have as their direct supervisor a person who is an immediate family member.
2. LCFN may choose not to consider a job application of a candidate who applies for a position in which the direct supervisor is an immediate family member.
3. Where an employee is currently supervised by an immediate family member, or where an employee is hired, transferred or promoted into a department where the supervisor is the employee’s immediate family member, LCFN will take immediate action to remedy the situation, including but not limited to any of the following:
 - a) laterally transferring or promoting the employee to a different position;
 - b) laterally transferring or promoting the supervisor to a different position; or
 - c) terminating the employment of the employee or the supervisor without cause and with notice in accordance with the Policy or employment contract, as the case may be.
4. For clarity, in the case of an employee whose direct supervisor is the Council, the Lake Cowichan First Nation *Conflict of Interest Policy* will apply to any Council member who is an immediate family member of that employee.

SCHEDULE “G”

DECLARATION OF UNDERSTANDING

I, _____, have reviewed this Policy in detail, I understand it, and I agree to abide by its terms and conditions. I understand that this Policy may be revised or replaced from time to time, in which case I will be asked to sign a new Declaration of Understanding. I understand and acknowledge that if I breach the terms and conditions of this Policy, I may be subject to disciplinary action, up to and including termination.

Employee Signature

Date

FORM 1

LCFN Job Description Form

Division/Department
Location
Job Title
Reports to <i>Title</i>

Level/Grade	Type of position: <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Contractor <input type="checkbox"/> Intern	Hours _____ / week <input type="checkbox"/> Regular Staff <input type="checkbox"/> Management
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General Description
work experience requirements
education requirements

REVIEWED BY <i>Title</i>
APPROVED BY <i>Title</i>
DATE POSTED

Lake Cowichan First Nation Personnel Policy December 2009

Division/Department
Location
Job Title
Reports to <i>Title</i>
DATE HIRED

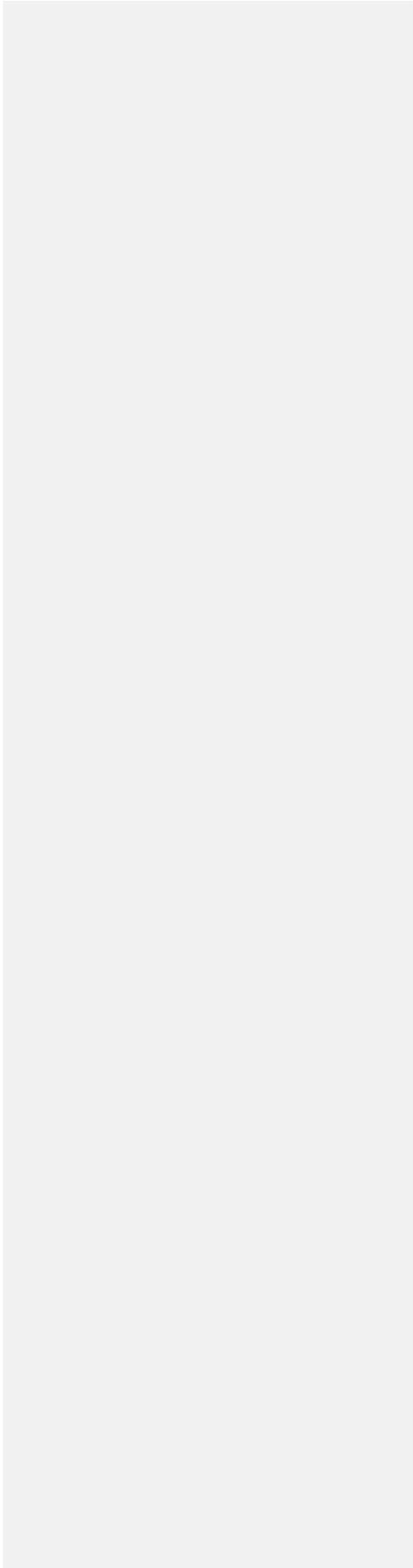
FORM 2

LCFN Employee Evaluation Form

Employee Name: Title:		Evaluation period:		Finishes tasks on time			
Supervisor: Title:		Department:		Professional manner			
GOALS AND OBJECTIVES DURING THIS EVALUATION PERIOD (completed by employee and supervisor at beginning of evaluation period)				AREAS FOR DEVELOPMENT (completed by supervisor)			
1. 2. 3. 4. 5.							
GOALS AND OBJECTIVES FOR NEXT EVALUATION PERIOD (completed by supervisor and employee)							
ACHIEVEMENTS, ACCOMPLISHMENTS, AND RESPONSIBILITIES (completed by employee)				1. 2. 3. 4. 5.			
1. 2. 3. 4. 5.				COMMENTS (supervisor)			
EVALUATION (completed by supervisor) S= satisfactory, U = unsatisfactory							
General:	S/U	Specific tasks for this position:	S/U				
Arrives/leaves on time							
Cooperative with co- workers				COMMENTS (employee)			

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Employee Signature	Supervisor Signature
Date:	Date:



FORM 4
LCFN Employee Leave Request Form

PART A: TO BE FILLED OUT BY EMPLOYEE			
Employee Name:		Title:	
Supervisor:		Department:	
I am requesting approval to take the following leave:*			
	Sick Leave		Cultural Leave
	Vacation Leave		Maternity/Parental Leave
	Compassionate Care Leave		Family Leave
	Bereavement/Funeral Leave		Leave Without Pay
Dates:		Total days or hours:	
Explanation:			
Employee Signature		Date	

*The onus is on the employee to consult the Personnel Policy regarding eligibility and leave requirements. Documentation may be requested to verify your leave request.

PART B: TO BE FILLED OUT BY SUPERVISOR	
<input type="checkbox"/> leave request approved	<input type="checkbox"/> leave request denied
Reason for denial:	
Supervisor Signature	Date