

# **WeWaiKai Nation**



## **Human Resources Policy Manual**

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# WeWaiKai

Backgrounder info to be incorporated



# Introduction to this Manual

This Manual contains the approved Human Resources Policies and Procedures for WeWaiKai Administration. It is intended to be a useful tool for both managers and employees in the day-to-day administration of human resources and related programs.

The documents contained in this manual should assist in increasing understanding, eliminate the need for personal decisions on matters related to company policy, and help to assure consistency throughout the organization in matters related to the administration of human resources.

This manual is distributed to each manager and employee within the company. Managers have the responsibility for communicating these policies and procedures to their staff and for implementing and administering these policies in a consistent and impartial manner. ***Each employee is required to read and abide by these policies and procedures, as a condition of their employment with the organization. Each employee is expected to be familiar with the contents of this Policy and Procedures Manual. Failure to abide by these policies can result in disciplinary action, up to and including termination.***

Human Resources Policies and Procedures are subject to revision or modification in light of changing conditions, practices or experience. In that event, new Statements of Policy and Procedure will be issued to manual holders and the revised or new policy will be communicated to those employees affected by the change. Your cooperation is requested in assuring that any changes to this manual are promptly included in the manual and that superseded pages are removed in order to eliminate any confusion. Employees are bound by the revised or new policies immediately upon their distribution, or as stated in the revised or new policy.

Generally speaking this Human Resources Manual will apply to all employees of all entities owned or controlled by WeWaiKai Nation, the exception is that some entities have subtle differences mostly related to hours of operation/seasonal operations. The differences will be outlined in the “offer of employment” letter or any new hires.

***Note: Where applicable in this document, “we” refers to WeWaiKai Administration and “you” refers to the employee.***

***Note: This policy will be reviewed one year after ratification date and every 3-years thereafter to ensure consistency with current policies.***

# 1 Employee Classifications

For the purposes of administering hiring practices, payroll benefits and WeWaiKai policy, including annual vacation, employees and supervisors are divided into employment classifications.

All employees are classified as either regular or temporary. Regular employees are employees hired without a specific termination date. Temporary employees are employees whose position at the time of hire is for a short-term period.

Unless otherwise specified in a signed agreement between WeWaiKai Administration and the employee, the following classifications apply.

## 1.1 Regular Full Time Employees

Are those employees who work 35 hours per week and are eligible for all fringe benefits. A full-time employee works the normal 35 hours per week on a regularly scheduled basis.

## 1.2 Regular Part Time Employees

Are those employees working at least 20 hours but less than 35 hours per week. A regular part time employee works at least 20 hours but less than 35 hours per week on a regularly scheduled basis. Employees who qualify for this classification are eligible for prorated income protection benefits coverage and the vacation pay entitlement based on average hours worked. The employee will be eligible for extended benefits after one full year of work based on maintaining an average of not less than 20 hours per week.

## 1.3 Temporary Employees

Are hired for a specified period. A temporary employee can be full time or part time. Temporary employees are not eligible for benefits coverage or time off for vacation, but are paid their vacation pay entitlement on each pay cheque.

## 1.4 Casual employees

Work an average of less than 20 hours per week. The classification is paid based on hours worked in the preceding pay period. A casual employee includes students working part time during the summer and on call workers. Casual employees are not eligible for benefits coverage but are paid their vacation pay entitlement on each pay cheque.

## 1.5 Contract Workers

Contract Workers may be hired from time to time, provided that any regular employee cannot do this work. Contract work will be for a specific project, and will be time limited.

Contract Workers are not eligible for health and pension benefits. Contract workers are also responsible for their own Mandatory Employment Related costs and are not the responsibility of WeWaiKai.

According to the Canada Revenue Agency (CRA) rules for independent contractors:

- a) All conditions to employment such as pay, length of employment, conditions of employment, expected outcome of the project or work, etc., will be documented in a contract that will be signed between the contract worker and the Administrator prior to hiring. The contract period will be stated in the contract and may be extended based on the conditions of the engagement.
  - The scope of service to be provided is specified in the contract
  - The performance of the service provider will be monitored by WeWaiKai in order to ensure accountability of the service provider.

## **2 Recruitment and Hiring**

### **2.1 Equal Employment Opportunity**

WeWaiKai recognizes and appreciates the value that diversity adds to its activities and initiatives. We are committed to a workplace free of discrimination that is supportive and respectful of employees with diverse backgrounds.

With the exception of Aboriginal people, as outlined in the next policy, WeWaiKai provides equal opportunity for everyone regardless of age, gender, colour, race, creed, national origin, religion, sexual orientation or gender identity, marital status, political belief, physical and/or mental disability that does not prohibit performance of essential job functions, and other such groups designated by legislation or otherwise.

WeWaiKai is committed to meeting its accommodation obligations under applicable Human Rights and Employment Standards legislation by providing a workplace that ensures full inclusion and participation of staff, and job applicants with disabilities.

### **2.2 Aboriginal Employment Preference**

As provided for in the Canadian Human Rights Commission's Aboriginal Employment Preference Policy, where possible, we give preferential treatment to Aboriginal persons in hiring, promotion and other aspects of employment. Preference (where skills and qualifications are equal or comparable) will be given in the following order:

- a) WeWaiKai members
- b) First Nations – Status and non-Status
- c) All Others

### **2.3 Job Posting Procedures**

In order to post an existing vacant position and proceed with the hiring process, approval from the Administrator is required.

WeWaiKai Administration, in conjunction with the hiring manager, will develop a Recruitment and Selection Plan which, at a minimum, identifies the following:

- a) A proposed recruitment process and schedule
- b) The scope of search
- c) A detailed list of required qualifications, including experience and education
- d) The selection criteria and ranking methodology
- e) The proposed compensation range for the position
- f) Any additional resources necessary to execute the Recruitment and Selection plan

The hiring manager discusses the Recruitment and Selection Plan with the Administrator and makes any necessary changes as per feedback received.

To encourage employee development, all employment vacancies are posted by WeWaiKai Administration in-house for ten days before external or general advertising is carried out. This will be a closed competition for existing employees only for the purpose of short listing.

External or general advertising is carried out by WeWaiKai Administration by posting job openings on Craigslist, Kijiji and other social media such as Facebook and/or Linked In.

## **2.4 Screening Procedures**

Applications are submitted to WeWaiKai Administration. A personal resume with a covering letter is required.

Screening of potential candidates is done by the hiring manager and WeWaiKai Administration in compliance with the conflict or interest/nepotism policy.

Only qualified applicants (i.e. those sufficiently fulfilling all the requirement of the Recruitment and Selection Plan) will be selected for interviews.

Each potential candidate filling any type of position is required to undergo an interview.

## **2.5 Interview Procedures**

WeWaiKai Administration and the hiring manager have the responsibility to determine the interview process. The following steps, at a minimum, should be included in the interview process:

- a) Development of a list of questions for each position
- b) Detailed review of potential candidate's qualifications, including experience and education
- c) Assessment of potential candidate's qualifications against the selection criteria and ranking methodology specified in the Recruitment and Selection Plan

The hiring manager (department head) will maintain a record of the screening and evaluation process.

Initial screening will occur to assess each potential candidate's ability to meet the minimum stated job requirements.

WeWaiKai Administration and the hiring manager (department head) will consider only qualified candidates (i.e. those that sufficiently meet the requirements set out in the Recruitment and Selection Plan). The interview process will be consistent for all applicants.

## **2.6 Hiring Procedures**

Once an applicant is determined to be the recommended candidate, WeWaiKai Administration will conduct and document reference checks, as well as any other checks required for the respective position. All new hires are required to complete a TD1 form and to complete/enroll in the provided Employee Benefits Plan, or sign a waiver to opt out of the benefits plan.

Depending on the responsibilities outlined in the job description, new hires may be required to submit to a Criminal Record Check. An unfavourable outcome of the Criminal Record Check may nullify an employment offer with WeWaiKai. Currently the following require mandatory criminal checks; Home Support Workers, Elders/Youth Workers, Education (childcare center employees), this list may be amended from time to time.



WeWaiKai Administration will prepare a Selection Summary Report including:

- a) A list of applicants who were interviewed
- b) The name(s) of the selected candidate(s) and rationale;
- c) A summary of reference and any other checks, with any inconsistencies or issues noted and discussed

The Administrator will review the Selection Summary Report and may approve the proposed candidate for hire.

WeWaiKai Administration will prepare a Letter of Offer upon approval from the Administrator. The Letter of Offer should include, at a minimum, the following terms of employment:

- a) Position title
- b) Work hours
- c) Salary
- d) Start date
- e) Probationary period
- f) Benefits package
- g) Any applicable employment conditions
- h) The termination clause

The Letter of Offer will be signed by the Hiring Manager (department head).

The prospective employee shall be requested to sign and return a copy of the Letter of Offer as an indication of acceptance of the terms of employment.

WeWaiKai Administration will ensure that all necessary paper work is completed and appropriately filed.

Upon receipt of the signed Letter of Offer, the Hiring Manager will ensure a personnel file is created and will request the employee be added to the payroll.

## **2.7 Probationary Period Procedures**

All employees shall be subject to a minimum of three (3) month initial probation period from the date of employment. The probation period may be extended at the discretion of the Administrator and/or Hiring Manager.

The probationary employee may either resign or be discharged at any time during the probationary period without either party being required to give advance notice or cause.

An employee dismissed during the probationary period is not eligible to use the grievance procedure, unless the employee alleges discrimination covered by the applicable labour laws.

All employee benefits commence after the successful completion of the probationary period.

Annual leave cannot be taken during the probationary period.

An employee performance appraisal will be completed by the Hiring Manager/Administrator, with employee, at least five (5) days prior to the completion of the probationary period. A sample employee performance appraisal is provided in this manual's appendices.

During your probationary period, and throughout your continued employment, your Supervisor will regularly review and discuss your performance with you.

Throughout your probationary period, and throughout your continued employment, we encourage you to seek assistance and direction whenever you need it.

## **2.8 Perceived Conflict of Interest/Nepotism Policy**

The objective of WeWaiKai is to always hire the most qualified person for a position. The employment of relatives can cause various problems including but not limited to charges of favoritism, conflicts of interest, family discord and scheduling conflicts that may work to the disadvantage of both WeWaiKai and its employees. However, it is sometimes difficult to avoid the hiring of family members within the nation.

For the purposes of this policy the term "relative" shall include the following relationships: relationships established by blood, marriage or legal action. Examples include the employee's: spouse, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepparent, stepchild, aunt, uncle, nephew, niece, grandparent, grandson or cousin. The term also includes domestic partners (a person with whom the employee's life is interdependent and who shares a common residence) and, a daughter or son of an employee's domestic partner.

It is the goal of WeWaiKai to avoid creating or maintaining circumstances in which the appearance or possibility of favoritism, conflicts or management disruptions exist. The following steps will be taken to ensure that there is no nepotism and/or conflict of interest:

- a) Employees, staff and members of the Chief and Council are to disqualify themselves as participants in personnel decisions when their objectivity would be compromised for any reason, or a benefit or perceived benefit, could accrue to them or their immediate families.
- b) Employees will not be hired into positions where internal controls may be compromised as a result of such appointment. Individuals must declare these relationships in advance.
- c) All members of the hiring committee must declare any personal conflicts of interest. If a conflict exists, that individual may still participate in the committee as long as they are not the sole decision maker in the hiring process where the list of applicants includes a member of their immediate family, or any other person where it may be perceived as a conflict of interest. If there is more than one conflict of interest declared in the hiring committee, the committee needs to be revised.
- d) If the Administrator is in a real or perceived conflict of interest in regards to hiring of family members, the hiring decision will be made by the Chief and Council.

WeWaiKai may allow existing personal relationships to be maintained or employ individuals with personal relationships to current employees under the following circumstances:

- a) The relationship will not create an adverse impact on work productivity or performance.
- b) The relationship remains objective and professional in the workplace.

No personal employee relationship covered by this policy will be allowed to be maintained, regardless of the positions involved, if it creates a disruption or potential disruption in the work environment or is prohibited by any legal or regulatory mandate.

This policy must be considered when hiring, promoting or transferring any employee.

Should relationships addressed within this policy be identified with either candidates for employment or current employees, the matter should be immediately reported to the Administrator and the following policies and procedures will be followed:

- a) A determination will be made whether the relationship is subject to WeWaiKai's Nepotism policy based on the conditions described above.
- b) If the relationship is determined to fall within one or more of the conditions described in this policy the Administrator in consultation with the affected employees will attempt to resolve the situation through the transfer of one employee to a new position or identifying some other action (e.g., Supervisory reassignment) which will correct the conflict or issue identified. If accommodations are not feasible then, with affected employee suggestions, the Administrator shall determine which employee must resign in order to resolve the situation.

WeWaiKai reserves the right to exercise appropriate managerial judgment to take such actions as may be necessary to achieve the intent of this policy. WeWaiKai reserves the right to vary from the guidelines outlined in this policy to address unusual circumstances on a case by case basis.

It is the responsibility of every employee to identify to the Administrator any potential or existing personal relationship which falls under the definitions provided in this policy. Employees who fail to disclose personal relationships covered by this policy will be subject to disciplinary action up to and including the termination of employment.

## 3 Employee Management

### 3.1 Orientation Procedures

WeWaiKai will provide orientation to all new employees. The orientation process will include, at a minimum, an overview of our:

- a) Overarching values, goals and principles
- b) Protocols, administrative procedures and our human resource policies.

An orientation checklist is provided in this manual's appendices.

New employees will be provided with a copy of the WeWaiKai Human Resources Policy Manual and will be given a week to review the manual and acknowledge their receipt and acceptance thereof.

Every employee will sign the **Acceptance of Terms and Policies of WeWaiKai Human Resources Employee Handbook** included in this manual's appendices.

The Supervisor responsible for the position and/or WeWaiKai Administration will conduct the orientation.

### 3.2 Salary & Payroll Deductions

Deductions will be made in accordance with the deduction table supplied by Canada Customs and Revenue Agency and as required by law.

Other payments may be deducted from the employees' wages/salary as agreed in writing between employer and employee.

Pay Periods are every two weeks. All pay checks for two-week pay periods will be distributed within five working days after the last working day of the pay period. Paychecks are directly deposited into individual employee checking or savings accounts. For more information on payroll, please refer to the *Expenditures and Payables Policy* of the *WeWaiKai Finance Policy Manual*.

### 3.3 Employee Benefits Program

Participation in Employee Benefits is optional and shall be in effect after successful completion of the probationary period.

Details of this package shall be provided in a booklet which will form part of the orientation package.

WeWaiKai may change the Employee Benefits at any time, and will advise all affected employees of any changes with two pay periods prior notice.

### 3.4 Hours of Work

Operational hours can vary between 8 am and 4 pm. Unless indicated otherwise, employees are expected to follow standard office hours at WeWaiKai. Our standard office hours 8:00 a.m. to 4:00 p.m., Monday to Friday, for a total of 35 hours per week. Seasonal operations hours will vary from time to time, offer of employment will define.

Other work schedules require pre-approval of your supervisor or the Administrator but should be considered in order to avoid overtime. For example, if a position requires evening event set-up or participation, the employee and supervisor or Administrator should adjust the standard office hours to stay within the 35 hours per week.

Unless otherwise specified in a signed agreement between WeWaiKai Administration and the employee, or in the case of an emergency, or if pre-authorized by the employee's supervisor, no employee should work more than 35 hours in a week.

- a) Working 35 to 40 hours in a week is considered straight time.
- b) Working over 40 hours in a week is considered overtime. Seasonal operations may vary, offer of employment will define.

Employees scheduled to work at least five hours per day are entitled to a one-hour, unpaid meal period, normally taken daily from 12:00 pm to 1:00 pm or as approved by the employee's supervisor.

Employees who work at least four hours per day are entitled to one paid fifteen-minute break.

Employees who work at least seven hours per day are entitled to two (2) paid fifteen-minute breaks unless otherwise approved by their supervisor.

WeWaiKai does not allow breaks to be voluntarily skipped in order to accumulate time off or to shorten an employee's work day.

All employees are required to report their hours of work on a bi-weekly basis on the appropriate "time record sheets" provided.

- a) Non-reporting will be treated as Absence, and an appropriate action will be taken.

### **3.5 Overtime Policy**

All employees must have prior approval from their immediate supervisor before working overtime, so that we may properly manage the allocation of work. Except in the cases of call out for emergencies and other exceptional circumstances, if you do not obtain approval in advance, you will not receive overtime compensation.

Compensation for time worked above 40 hours per week will be time off in lieu of overtime pay accumulated at time and a half as agreed upon between the Department Manager and the employee, provided that the Department Manager gave authority in advance for the additional time. The Department Manager shall notify the Administrator of the authorized overtime.

All scheduling within departments shall ensure that overtime usage is at a minimum. For example, employees whose position require them to set-up and/or participate in evening events should have their day time hours shortened to remain at 35 hours per week.

Employees wishing to take time off using their banked time must apply to their Department Manager and or Administrator at least (2) two days in advance, unless the leave is an emergency.

Exceptions to this policy must be in a written agreement between WeWaiKai Administration and the Employee.

Exceptions to the hours of work and overtime policy must be approved by the Department Manager and Administrator.

The following list identifies those absences which will not qualify for allocation against "Banked Overtime" entitlement and may attract disciplinary action

- a) Signing in – but leaving the work site without permission (Unauthorized absence)
- b) Cutting off one's work day (not reflecting actual hours of work on time sheet)
- c) Away from work and not notifying the Department Manager, Administrator or designate.
- d) Doing non- job-related work during normal working hours (i.e. Own personal work.)

## 3.6 Attendance and Punctuality

Maintaining a productive work environment requires everyone to do his or her utmost to attend work regularly and to be punctual at all times in order that we can provide effective services to our clients. While absences should be avoided, there may be times when you must be late or absent from work.

- a) WeWaiKai expects employees to be at work and ready to commence your work day at the scheduled start time. Hourly Employees only are required to fill out time sheets each work day.
- b) If unable to report to work at the scheduled time. All employees must inform their Department Manager and or Administrator or in their absence that person so designated, by 9:00 am. Unaccounted for absence maybe subject to disciplinary action, pay adjustment or both.
- c) If the employee fails to report to work and fails to notify their Supervisor of the reason for their absence from work for three consecutive work days, they will be considered to have abandoned their job and to have quit. If there are extenuating circumstances relating to their failure to report for work, they are to advise the Administrator promptly.
- d) If the employee will be late for a work-related meeting, they are to contact the relevant parties and let them know when to expect them.
- e) Lateness or absenteeism without sufficient justification, may lead to progressive discipline up to and including termination (see section 4.12).

All employees and Department Managers may also at times be required to attend meeting(s) of the WeWaiKai Council. Except in emergency situations, Council shall provide written notice of the meeting, to the employee.

## 3.7 Performance Planning and Reviews

The purpose of the performance planning and reviews are to create an opportunity for you to know how you are performing and to assist you in determining your future career development. The objectives of performance evaluation are to:

- a) Ensure you are meeting your responsibilities.
- b) Challenge you to continually build on your performance.
- c) Keep you informed about your progress so you can maximize your achievements.
- d) Assist us in setting appropriate compensation and making decisions about training and promotions.

Your performance evaluation is intended to be a participatory process in which we expect you to evaluate yourself as well. This will ensure that you have ownership over your performance and your contributions to the efforts of our entire team.

All regular employees' performance shall be appraised on the anniversary of that employee's date of hiring by your immediate supervisor.

Statements about your performance shall be substantiated by reference to concrete examples related to your job description and/or other employee requirements specified in the Policy and Procedures Manual.

Upon completion, the Employee Performance Appraisal Report shall be signed by the appraiser and you, and submitted to the Administrator as appropriate. The original report shall be kept in your personnel file, and a copy given to you

In the case of new employees, the Employee Performance Appraisal Report shall contain either recommendations for an extension of the probation period, a decision to withhold an offer of employment, or an offer of permanent employment, as well as performance observations and assessment.

All appraisals are confidential and shall not be disclosed without your consent.

Your Supervisor and the Administrator or a member of the Personnel Committee will meet with you to discuss your annual Performance Appraisal Report.

Performance Evaluation forms will be kept on file.

### **3.8 Employee Records Management**

WeWaiKai is committed to protecting the privacy and security of the personal information of its employees. This policy governs the collection, use and disclosure of personal information belonging to our employees.

For the purposes of this policy, personal information includes information in any form that is reasonably required by us for the purpose of establishing, managing or terminating our employment relationship. This includes: your age, ethnic origin, income, social status or ID numbers resumes, letters of reference and reference checks, opinions, evaluations or comments about your performance, disciplinary measures, employee files, credit records, loan records, and medical records.

Personal information does not include your name, title, and business address or business telephone number.

Before we collect personal information, we will explain the purpose for its collection. Generally speaking, we collect employee personal information: for recruiting and contracting purposes to administer payroll and benefit plans to process any benefit or other claims you may have, such as WCB or medical related claims to manage our employment relationship, including any performance evaluations, incentive programs or disciplinary measures to establish training or development requirements to identify a contact person in the event of an emergency to comply with applicable employment and human rights legislation. We may collect, use and disclose your employment related personal information without your consent if it is reasonable for the purposes of establishing, managing or terminating our employment relationship.

If your consent is required, we will explain why the information is being collected and how we intend to use it.

You will be deemed to consent to the collection, use or disclosure of the personal information if, when the information was given, the purpose would be obvious to a reasonable person. For example, individuals who submit their resumes are deemed to consent to its use for recruitment and hiring purposes.

We may collect personal information without your knowledge or consent: if it is clearly in your interests and consent is not available in a timely way if knowledge and consent would compromise the availability or accuracy of the information and collection is required to investigate a breach of an agreement or contravention of a federal or provincial law, for journalistic, artistic or literary purposes, if it is publicly available as specified in the regulations

We may use personal information without your knowledge or consent: if we have reasonable grounds to believe the information could be useful when investigating a contravention of a federal, provincial or foreign law and the information is used for that investigation, for an emergency that threatens an individual's life, health or security; if it is publicly available as specified in the applicable government regulations; if the use is clearly in your interest and consent is not available in a timely way; if knowledge and consent would compromise the availability or accuracy of the information; and collection was required to investigate a breach of an agreement or contravention of a federal or provincial law

We may disclose personal information without your knowledge or consent only to a lawyer representing the organization's behalf to collect a debt you owe to us;

- a) To comply with a subpoena.
- b) A warrant or an order made by a court or other body with appropriate jurisdiction.
- c) To a government institution that has requested the information, identified its lawful authority and indicated that disclosure is for the purpose of enforcing, carrying out an investigation, or gathering intelligence relating to any federal, provincial or foreign law; or suspects that the information relates to national security or the conduct of international affairs, or is for the purpose of administering any federal or provincial law.



- d) To an investigative body named in the applicable legislation or regulations or government institution on our initiative when we believe the information concerns a breach of an agreement, or a contravention of a federal, provincial, or foreign law, or suspect the information relates to national security or the conduct of international affairs; if made by an investigative body for the purposes related to the investigation of a breach of an agreement or a contravention of a federal or provincial law.
- e) In an emergency threatening your life, health, or security (we will inform you of the disclosure).

### ***Retention and Disposal of Personal Information***

We will only retain personal information as long as necessary to enable you to obtain personal information used to make a decision about your employment and to satisfy the purpose for which it was obtained.

We will destroy documents containing personal information once the information has served the purpose for which it was obtained, unless it must be retained for legal purposes.

### ***Accuracy of Personal Information***

When we collect, use or disclose your personal information, we will make reasonable efforts to ensure that it is accurate to the extent necessary to fulfill the purposes for which it was obtained.

You may submit a written request to us to correct any errors or omissions in any of your personal information that is in our control. We will either amend the information or notify you of any reasons why such an amendment cannot be made.

### ***Protection of Personal Information***

We recognize the importance of protecting your personal information and will use appropriate security safeguards to provide the necessary protection. This includes: physical measures such as locked filing cabinets, alarm systems and restricting access to areas in which personal information is stored; technological resources such as firewalls, encryption software and passwords; and organizational controls including security clearance measures, staff training, the use of confidentiality agreements and limiting access to only those who need the information.

We expect you to assist us in protecting personal information and to take all appropriate measures to safeguard personal information belonging to you or any other employee WeWaiKai. This includes ensuring that: any individuals who have requested personal information and those to whom you are sending it are authorized to receive the information; the method by which the information is transmitted (e.g., email, fax, telephone etc.) will adequately protect the confidentiality of the information in light of its sensitivity.

### ***Access to Personal Information***

You may request access to your personal information or want to know how it is or has been used or disclosed, by submitting a written request to the Administration.

Under certain circumstances, you may be expected to bear any costs associated with disclosing the information to you. We will advise you up front of any costs associated with disclosure.

We must refuse access to your personal information if it would reveal personal information about another individual which cannot be removed, unless there is consent or a life-threatening situation.

We may refuse access to personal information if the information falls under one of the following circumstances: it is protected by solicitor-client privilege; it constitutes confidential commercial information, which cannot be removed; disclosure could harm an individual's life or security and the offending information cannot be removed; it was collected without your knowledge or consent to ensure its availability and accuracy, and the collection was required to investigate a breach of an agreement or contravention of a federal or provincial law; it was generated in the course of a formal dispute resolution process.



## **Complaint Process**

If you are dissatisfied with the manner in which we have handled your personal information, you may contact the Administrator in writing to outline the reasons for your concern.

We will investigate and respond to all complaints made in relation to this policy.

# **4 Employee Conduct**

## **4.1 Standard of Conduct**

All persons representing WeWaiKai or employed by WeWaiKai must display the highest standard of personal conduct while engaged by WeWaiKai, representing WeWaiKai and during any activity within or outside the WeWaiKai offices. A representative/employee displaying conduct unbecoming of WeWaiKai shall be subject to disciplinary action. Such conduct includes anything that causes embarrassment or liability to WeWaiKai, if registered formally in writing to Council. All persons engaged by WeWaiKai administration must be in good standing with WeWaiKai administration and its subsidiaries.

No employee shall consume or be under the influence of alcohol or drugs during work hours, including attendance at meetings, workshops or on any other WeWaiKai business. Infractions of this policy shall warrant disciplinary action and include repayment of all funds disbursed in relation to the work.

Each employee of WeWaiKai shall among other things, perform all duties assigned to him/her in a matter that will be of credit to WeWaiKai and its programs. Employees will show courtesy, cooperativeness, diligence and tact in dealing with other employees, clients and the general public. All employees of WeWaiKai are expected to be a positive role model at all times.

## **4.2 Employee Disputes**

The following steps are to be taken if you are experiencing problems with another employee:

- a) Talk professionally with the other employee in a private and comfortable setting in an effort to resolve the situation at the earliest opportunity;
- b) If the situation is not resolved after this meeting discuss the matter with your Department Manager who will advise appropriate actions to take or facilitate/mediate a discussion with the other parties.
- c) If the situation remains unresolved after the meeting with the Department Manager and pursuing the actions, discussed the matter with the Administrator who will facilitate a discussion of the parties.
- d) If the problem remains unresolved with the previous steps a letter must be submitted to the Personnel Committee informing them of the situation. The Personnel Committee shall be only responsible for resolving the matter if all previous steps have been exhausted.

Employees or representatives for WeWaiKai breaching this policy shall be subject to disciplinary action.

## **4.3 Behavior in the Workplace**

The conduct and language of WeWaiKai employees in the workplace must meet acceptable social standards and must contribute to a positive work environment. An employee's conduct must not compromise the integrity of WeWaiKai.

All employees have the right to expect, and the responsibility to create, a workplace where all employees are safe from bullying or intimidation.

Violence in the workplace is unacceptable and will not be tolerated. Violence includes any attempted or actual exercise by any person, including another worker, of any physical force so as to cause injury to a worker and includes any express threat of violence.

Employees must report any incident of violence directed towards themselves or their co-workers. Any employee hearing a threat, including a threat to a co-worker, must report that threat if he or she has reasonable cause to believe that the threat is serious. Any incident or threat of violence in the workplace must be addressed immediately.

Employees are to treat each other in the workplace with respect and dignity and must not engage in discrimination or harassment based on any of the prohibited grounds covered by the Human Rights Code. The prohibited grounds are race, color, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, sexual orientation, age, political belief or conviction of a criminal or summary offence unrelated to the individual's employment.

## 4.4 Harassment and Bullying in the Workplace

Harassment and bullying undermine our values of mutual respect, tolerance and goodwill. For this reason, our goal is to create a workplace that is free from harassment and discrimination.

This policy applies to all employees and to any location in which you are engaged in work-related activities. This includes, but is not limited to, restaurants, hotels and meeting facilities that are being used for business purposes or social events, such as holiday or retirement parties, and WeWaiKai-owned and WeWaiKai-leased facilities of vehicles and the parking lot.

Harassment and bullying are any improper conducts directed at someone, that the person finds offensive and harmful and that a reasonable person would view as unwelcome or offensive. Harassment or bullying can be an objectionable act, comment or display that demeans, belittles, or causes personal humiliation or embarrassment, or any act of intimidation or threat.

Harassment or bullying can come from a colleague, a supervisor, a subordinate, supplier, and another person in the workplace or a client.

Harassment or bullying may take the form of:

- verbal intimidation, including verbal abuse
- lateral violence (displaced violence directed against one's peers rather than one's true adversaries)
- physical threat, physical assault, or physical intimidation, including touching that is rejected as being unwanted
- uninvited sexual advances, requests for sexual favours, and/or other verbal or physical conduct of a sexual nature
- other related of similar action that a reasonable person would view as unwelcome or offensive

Harassment or bullying is the object of this policy and procedures manual when:

- submission to, or rejection of, such conduct by an employee is used as a basis for decisions affecting his/her employment, and/or
- When such conduct creates an intimidating, hostile, or offensive working environment.

Discriminatory harassment or bullying includes comments or conduct based on the protected grounds in the human rights legislation ("protected grounds"), which you do not welcome or that offend you. These protected grounds include:

- race, colour, ethnic origin
- creed, religion

- age
- sexual orientation
- Family, marital or same-sex partnership status
- handicap or perceived handicap
- ancestry, citizenship, national origin or place of origin

Examples of discriminatory harassment or bullying include:

- offensive comments, jokes or behaviour that disparage or ridicule a person's membership in one of the protected grounds, such as race or religion
- imitating a person's accent, speech or mannerisms
- persistent or inappropriate questions about whether a person is pregnant, has children or plans to have children
- inappropriate comments or jokes about an individual's age, sexual orientation, personal appearance or weight (whether underweight or overweight)

Even if no one is being directly targeted, harassing comments or conduct can poison the work environment, making it an uncomfortable place in which to work. This is also considered harassment.

Some examples of actions that can create a poisoned work environment include:

- displaying offensive, discriminatory materials, such as posters, pictures, calendars web sites or screen savers
- distributing offensive or discriminatory e-mail messages or attachments such as pictures or video files
- practical jokes that embarrass or insult someone
- jokes or insults that are offensive, racist or sexual in nature

Sexual harassment includes any conduct, comment, gesture or offensive or humiliating behavior directed at another person. Acts of sexual harassment may include, but not limited to; questions and discussions about a person's sexually life; jokes of a sexual nature; displaying material of a sexual nature; touching a person in a sexual way; commenting on someone's sexual attractiveness or sexual unattractiveness; eyeing someone in a sexual way; requests for sexual favors; stalking or persistent attempts to contact another person and writing sexually suggestive letters or notes.

## ***Preventing Harassment***

It is our mutual responsibility to ensure that we create and maintain a harassment -free workplace.

WeWaiKai will do its part by not tolerating or condoning discriminatory or sexual harassment or a poisoned work environment. This includes making everyone aware of what behavior is and is not appropriate, investigating complaints and taking suitable corrective measures.

You must do your part by ensuring that your behavior does not violate this policy and by fostering a work environment that is based on respect and free of harassment.

Employees must:

- not engage in the bullying and harassment of other workers
- report if bullying and harassment is observed or experienced
- apply and comply with WeWaiKai policies and procedures on bullying and harassment

## **Reporting Procedures**

WeWaiKai employees can report incidents or complaints of workplace bullying and harassment verbally or in writing to their immediate supervisor. If the supervisor, or the reporting contact is the person engaging in bullying and harassing behavior, the employee may contact the Administrator directly and then the Personnel committee.

Incidents or complaints should be reported as soon as possible after experiencing or witnessing an incident. This allows the incident to be investigated and addressed promptly. Bullying and Harassment complaint and investigation forms are provided in this manual's appendices.

The dispute resolution steps, outlined in section 4.5 of this manual, also apply to cases of harassment or bullying.

## **4.5 Dispute Resolution**

Dispute Resolution process is designed to provide guidelines for staff to resolve any issues or concerns affecting their working relationships with other employees.

It is important to have open communication with each other, both with positive feedback and respectful, constructive feedback. Employees should make every reasonable effort to resolve any disagreement between themselves. Before proceeding to the formal procedure, the parties in conflict should discuss their differences with each other in an earnest attempt to resolve the matter.

### **Stage 1**

If the employee is not satisfied with the results of the discussion with the other party, he/she can approach their supervisor for assistance. This should be done within 14 (fourteen) days of the attempt to resolve the issue between themselves. The supervisor should attempt to facilitate a resolution with the two parties present within 14 (fourteen) days of being approached by either employee. If the employee is not satisfied with the results of the assistance from their supervisor, and feels that the dispute is not yet satisfied, the employee can refer the matter to Stage 2.

### **Stage 2**

The employee may present the complaint in writing to the Administrator, describing the nature of the dispute and the circumstances from which it arose along with a brief summary of the nature of the dispute and the circumstances from which it arose along with a brief summary of the attempts to resolve the matter. The Administrator will either choose to investigate the situation and prepare written findings and recommendations, or they may find a neutral third party to mediate the dispute. Employees would have to be prepared /open to finding a solution should a mediator or other outside resource be made available.

In the event that the conflict is with the Administrator, follow Stage 1. If you need to proceed to Stage 2, your contact would be the Chief and Council, and the Chief will handle the situation according to Stage 2. The Chief would act as mediator between the Administrator and employee or find a neutral third party to mediate the dispute.

We shall not tolerate any form of retaliation against employees for availing themselves of this procedure in good faith.

## **4.6 Whistleblower Policy**

WeWaiKai is committed to maintaining high ethical standards and legitimate business practices and wishes to encourage the identification and prevention of any misconduct that may affect this commitment. The purpose of this policy is, therefore:

- a) To provide employees with a system whereby employees can disclose any knowledge of actual or intended misconduct which may be unethical, illegal or fraudulent; and
- b) To provide employees who provide such disclosure, and are acting in good faith, and on the basis of reasonable belief, with protection from any form of retaliation or threat of retaliation when they do provide such disclosure.

Where an employee, acting in good faith and on the basis of reasonable belief, becomes aware of actual, suspected or intended misconduct, unlawful activity, suspicious financial management, or other accountability concerns, he or she has a duty to report such misconduct or incidents, as soon as learning of them, to lawful authorities.

An employee, acting in good faith and on the basis of reasonable belief, may refuse to carry out any order or direction which is illegal, unethical, or against company policy and which is given by an individual who has direct or indirect control over the employee's employment. Such refusals must be reported immediately to lawful authorities.

Employees are expected to co-operate fully with lawful authorities during any investigation or proceeding related to acts of alleged misconduct or work refusals under this policy.

No employee shall be subject to discipline, termination, demotion, or any form of retaliation, including but not limited to, intimidation, harassment, financial penalty or other threats by reason of making use of the Whistleblower policy.

Nothing in this policy is meant to take precedence over an employee's duties under federal or provincial law, or common law. Any unlawful misconduct or incident which may affect public safety must be reported to the proper lawful authorities immediately.

Information regarding any alleged misconduct, the identity of the reporting person, and any details of the alleged misconduct or investigation, shall be held in confidence by those to whom or through whom the misconduct is reported, including the Administrator or other lawful authorities, except as required by this policy or by law. Any employee who breaches this confidentiality requirement shall be subject to discipline up to and including termination for cause.

Complaints or reports of misconduct shall be fully investigated, and any employee found to have participated in actions of misconduct shall be subject to discipline, up to and including termination for cause.

An employee who makes a complaint or report of misconduct which is found to be both unfounded and made with malicious intent will be subject to disciplinary measures up to and including termination for cause.

## **4.7 Information Systems, Telecommunications and Social Media Use and Guidelines**

WeWaiKai seeks to promote a high level of responsible behaviour in connection with the use of computer resources and Internet communications.

As such, WeWaiKai computer resources are business systems that should only be used for legitimate WeWaiKai purposes. The use of WeWaiKai computers for any purpose that is not specifically related to WeWaiKai business is prohibited.

All documents, data, and information composed, sent, stored and received on or over WeWaiKai computer systems (including by way of e-mail whether through a mobile device or otherwise) are the property of WeWaiKai. Therefore, employees should have no expectation of privacy while using these systems and WeWaiKai reserves the right to monitor and inspect all uses of these systems including use of e-mail, Internet and social media, at any time without notice.

## **Social Media**

Employees who wish to create and/or maintain personal blogs or participate in social media may do so on their personal computer and on their own time outside of the workplace. Employees who create or contribute to blogs or social media and who identify themselves or others, either directly or indirectly, as employees of WeWaiKai must adhere to the following code of conduct:

- a) Each social media posting/blog of an employee must contain the following disclaimer: "The views expressed on this web site/blog are the views of the author alone and do not reflect the views of WeWaiKai";
- b) An employee must ensure that no confidential, proprietary, copyrighted, or other sensitive information related to WeWaiKai appears on, or is referred to, on any social media site or blog, unless specific written permission has been obtained from the Administrator;
- c) An employee must ensure that he or she does not libel, slander, intimidate, harass, or threaten any employee, customer, supplier or affiliate of WeWaiKai on any social media site or in any blog content;
- d) An employee must not make comments which are negative, derogatory or false about WeWaiKai, its employees, its management, its suppliers, its customers, its affiliates or its competitors on any social media site or in any blog content;
- e) An employee must make best efforts to make a good impression on readers and to ensure that postings and/or blogs are thoughtful, and free of profanity and harassing and/or discriminatory comments;
- f) If an employee is uncertain about the propriety of a public communication over a social media site or blog, they should consult the Administrator prior to making such communications, and
- g) An employee must ensure that any social media postings and/or blogs are in accordance with Canada's Anti-Spam Legislation (CASL), where applicable.

## **Computer**

Computers are provided to you for WeWaiKai business use only. Although you may need to use your computer for personal reasons, such use should be brief, infrequent and outside working hours.

- a) You may not store personal documents on your computer hard drive.
- b) You may not play or install computer games on your computer hard drive.
- c) You may not download or install any software unless you obtain approval from the Administrative Assistant in advance.
- d) Computers and related software and equipment are WeWaiKai property. To prevent problems and protect us from liability, WeWaiKai reserves the right to examine all files, e-mail directories and other information stored on our computers, tapes and disks.
- e) Software is subject to licensing agreements. To prevent liability, you may not remove copy or install company software on a personal computer.

- f) Always scan for viruses before opening files that are contained on a USB or downloaded from the Internet.
- g) Take appropriate steps to protect confidentiality of WeWaiKai and client files.
- h) To prevent viruses, only open business-related e-mail attachments when you know what they are and that they are coming from a reputable source. Avoid opening e-mail attachments that contain wave files, video files or executable files as they may contain viruses.

## ***Internet Use***

Personal use means use that is not job-related. Personal use of the Internet during scheduled hours of work is not permitted. In general, incidental and occasional personal use of WeWaiKai Internet access or electronic communication systems during the workday is permitted as it does not jeopardize the productivity, integrity and security of WeWaiKai system and/or harm WeWaiKai reputation.

Employees may use WeWaiKai Internet services for personal improvement, outside of scheduled hours of work, provided that such use is consistent with professional conduct and is not used for personal financial gain.

Users must avoid accessing sites that might bring WeWaiKai into disrepute, such as those that carry offensive material. Reasonable, incidental use of e-mail for personal purposes is acceptable, as. Messaging forums (e.g. chat rooms internet newsgroups) may be used only to conduct work-related business or to exchange technical or analytical information. Users who wish to express personal opinions must use a private Internet provider and a personal identifier.

Personal use is prohibited if it:

- Interferes with the user's productivity or work performance, or with any other employee's productivity or work performance;
- Adversely affects the efficient operation of the computer system.

Inappropriate personal internet use includes:

- Access to or downloading offensive material which includes but is not limited to pornography, hate literature or any materials which contravenes the Human Rights Act);
- Personal (non-work-related) postings to Internet forums such as Newsgroups or List servers;
- Use that results in additional or incremental cost to WeWaiKai; or
- Activities for personal financial gain.
- Facebook for personal use is strictly prohibited on office computers, unless a computer is specifically designated by WeWaiKai for Facebook use, in which case the use of Facebook is limited to the designated computer for emergency or urgent situations only.
- Personal cell phone use for personal Facebook usage during work hours is limited to emergency or urgent situations only.

## ***No Exception to Policy***

No user should have any expectation of privacy in any message, file, image or data created, sent, retrieved or received by use of WeWaiKai equipment and/or access. WeWaiKai has a right to monitor any and all aspects of our computer system including, but not limited to, sites, instant messaging systems, chat groups, or news groups visited by users of our computer system, material downloaded or uploaded by WeWaiKai users, and e-mail sent or received by users. Such monitoring may occur at any time, without notice, and without the user's permission. In addition, electronic records may be subject to the Access to Information Act and therefore, available for public distribution or may be used in litigation.



## ***Prohibited Activities***

Certain activities are prohibited when using the Internet or electronic communications. Carrying out prohibited activities may lead to disciplinary action. These include, but are not limited to:

- Downloading or transmitting fraudulent, threatening, obscene, intimidating, defamatory, harassing, discriminatory, or otherwise unlawful messages or images
- Installing or downloading computer software, programs, or
- Uploading or downloading copyrighted materials or proprietary WeWaiKai information contrary to policy;
- Uploading or downloading access-restricted information contrary to policy or in violation of Protection of Personal Information legislation and WeWaiKai policies;
- Accessing, downloading, printing or storing information with sexually explicit content as prohibited by law;
- Sending e-mail using another's identity, an assumed name, or anonymously;
- Permitting a non-user to use for purposes of communicating the message of some third party individual or organization;
- Attempt to circumvent or subvert system or network security measures;
- Propagate viruses knowingly or maliciously.

## ***Security***

The distribution of electronic communications is difficult to control and routing mistakes can easily occur. Copies of electronic communications can be forwarded without the sender's knowledge or permission to unintended recipients. Therefore, electronic communications should be drafted and sent with at least the same level of care, professional judgment and discretion as paper memoranda or documents.

Be very careful when you log on to an external e-mail account (e.g. telus.net, hotmail.com) as it may bypass the network anti-virus protection. If you must use an external e-mail account, any attachments associated with the account must be scanned for viruses.



## 4.8 Dress Code

All employees of WeWaiKai are expected to dress in a business casual attire and act in a manner that projects a positive image of the organization to clients, customers, co-workers and the public.

“Business casual attire” includes jeans, casual walking shorts, casual pants, golf shirts, clean t-shirts and blouses, and casual shoes, but must remain tasteful and business-like. It does not include tank tops, overly tight active wear, short-shorts, or ripped or torn clothing.

Employees are expected to present a clean and neat appearance at all times.

## 4.9 Office Organization and Security

All employees of WeWaiKai are expected to contribute to maintaining an attractive and safe work environment.

Employees are expected to maintain their personal work area, and general office areas, organized and professional looking at all times.

Employees should let reception know of their whereabouts and of any visitors to the office. Loitering visitors will be asked to leave the office.

## 4.10 Confidentiality

All communication between WeWaiKai and government or community agencies shall take place under the delegated authority of either an appropriate WeWaiKai representatives or the Administrator.

Information concerning a client or the affairs of WeWaiKai is privileged and confidential. Employee shall not transmit any information regarding a client to another person without written authorization from the client. Release of information, when authorized, will be on a need-to-know basis.

All WeWaiKai employees will respect confidentiality of information received or gained as an officer or agent of WeWaiKai.

### ***Requests for Financial and Operational Information***

The Administrator is responsible for ensuring that all reports required by statute or government regulations are prepared and supplied to those agencies or individuals entitled to receive them.

Employees of WeWaiKai may not disclose any financial or operational information without approval from the Administrator.

### ***Requests for Information about Employees***

Information held by WeWaiKai about its employees shall be treated as confidential.

WeWaiKai employees are entitled to examine their own personnel file, but not the files of other personnel.

An employee of WeWaiKai may request, in writing, that personal information be supplied to an outside agency. Personal information shall not be released without prior written permission from the respective employee.

WeWaiKai reserves the right to supply information about its employees to any WeWaiKai or government entitled by statute to receive it.

## **Procedures**

After hours of operation, all confidential information will be stored in locked cabinets in a locked room accessible only by those with authorized entry.

Every new and existing employee must sign an oath of confidentiality. An Oath of Conduct and Confidentiality Form is included in Appendix 2. A copy of signed oath shall be kept in the employee's personal file.

Intentional or unintentional violation of this policy will result in disciplinary action, which may include termination or employment.

## **4.11 Safety and Security**

WeWaiKai is committed to providing a safe and secure environment for its employees. It shall therefore pursue any reasonable action to ensure safety and security, including the enforcement of all applicable health and safety regulations, prompt action to correct unsafe conditions, and continued safety education for all concerned.

The Administrator shall ensure that all employees are informed about which employees are currently trained to administer first aid and the type of training those employees have received (e.g., emergency first aid, CPR, etc.).

All WeWaiKai vehicles shall be equipped with an adequate first aid kit according to relevant Workers' Compensation Board requirements.

A satellite radio will be available to all WeWaiKai employees when travel to remote areas of the territories is required.

The Administrative Team shall be responsible for assignment of all keys to WeWaiKai employees. The Administrative Team shall:

- a) Ensure that all keys are marked to prevent copying
- b) Maintain a record of all keys issued, including: purpose of key issue, date of issue, and date of return.
- c) Report the loss of keys immediately to the Administrator.

## **Maintenance**

The Administrator shall ensure proper maintenance of WeWaiKai facilities. These responsibilities include, among other things, contracting and supervising janitorial help, repairs, improvements, and general upkeep.

## **Security**

The Administrator shall contract the security services to an external contractor. This security contract shall include the installation, maintenance, and monitoring of an intruder and fire alarm system, coded security entry pad, and call alarm system. The Administrator shall review the security services contract annually, and shall take all such measures as may be necessary to maintain adequate security.

## **Access**

WeWaiKai shall be responsible for the control of and access to its facilities, equipment, and supplies. Only authorized employees and contractors shall have access to WeWaiKai offices, buildings, cabinets and equipment.

Offices containing sensitive data, files, file cabinet and paperwork need to be locked up when the employee is not present.

Employees may be required, as a condition of their employment, to have continuous access to a vehicle and a valid driver's license.

## 4.12 Disciplinary Procedures

In the event of an infraction, necessitating disciplinary action, the Department Manager and or Administrator will exercise his/her judgement in deciding the appropriate course of action, guided by this Policy. All disciplinary action shall be recorded in the employee's permanent file.

An infraction is defined as, but not limited to:

- Disclosure of confidential information
- Insubordination
- Neglect of Duty
- Tardiness – habitual over at least one-month period
- Unauthorized absence
- Falsifying information on application of employment
- Being under the influence of alcohol or drugs on the job
- Falsifying records
- Theft or abuse of WeWaiKai property
- Failure to perform job duties specifically listed in the employee's job description

Whenever possible, WeWaiKai will commit to following a progressive disciplinary approach to issues of insufficiency, incompetence and lifestyle matters which impinge on effective work performance. This commitment does not negate, in any way, the right to dismiss an employee for Just Cause. Unless the severity of the infraction warrants the bypass of some steps, progressive disciplinary measures include:

- First Offence: A verbal reprimand by Administrator and /or Department Manager (and noted in the employees personnel file)
- Second Offence: Written reprimand and probation for six months by Administrator, Department Manager and Personnel Committee. Your performance will also be evaluated against the expectations and performance objectives outlined in your written reprimand letter.
- Third Offence: Suspension without pay for a period established by the Administrator. Suspension shall not exceed (6) six months. Conditions as set out by the Personnel Committee upon suspension must be fulfilled prior to returning to employment
- Dismissal

All employees have the right to appeal any disciplinary action that is recorded in his/her permanent file. Such appeal will take form of a written appeal to the Personnel Committee within (3) three working days, stating the grounds of the appeal and the rationale behind the appeal. The employee must also appear in front of the Personnel Committee for that appeal to be heard.

Employees having complaints or questions regarding their jobs, wages, hours, or working conditions can bring it up in person in an interview, or in writing to the attention of the Department Manager, or in an employee meeting.

If this procedure is not satisfactory to the employee, he/she should then direct his/her grievance to the Administrator.

If this procedure is not satisfactory to the employee, he/she should then direct his/her grievance to Personnel Committee

### ***Complaint of Criminal Wrong-Doing***

Should a complaint be received that an WeWaiKai employee has participated in criminal misconduct on the job that could result in immediate suspension or dismissal, as listed under this section, an incident report must be prepared immediately by the employees' immediate supervisor. This report should describe the date, time, and nature of misconduct that the employee is alleged to have participated in, including identifying witnesses to the misconduct.

Once the employee's immediate supervisor completes an incident report, the report is to be immediately reviewed by the Administrator. Should the incident report clearly indicate that the complaint appears to have merited police intervention, the Administrator will contact the RCMP and provide them with a copy of the incident report.

Written notice of suspension will be given to the employee alleged to have committed the offence. The written notice will explain that the complaint has been received and should specify the employee's alleged offence. The notice issued should also state that an RCMP investigation is being conducted into the complaint and alleged offence. The notice will also state that the suspension is not an admonishment of the employee's guilt or innocence and that the employee will either be reinstated, or an adequate level of discipline affected, if so warranted.

## **4.13 Absenteeism and Lateness**

Absence is defined as the failure to report for work or to remain at work as scheduled; this includes late arrivals and early departures as well as absences for an entire day.

All employees are required to show up for work as scheduled. If for reason they are unable to attend work, employees must phone in by 9:00 a.m. advising the employee's immediate supervisor.

All employees are expected to arrive at their workstations at their scheduled time. When employees anticipate that they will be late or absent, they should telephone their immediate supervisor to report the circumstances, advising how late they may be or how many days they may be absent. The supervisor will notify Personnel and Payroll as to whether the lateness or absence is excused or unexcused and whether to pay or not to pay.

Failure to request advance approval or to report absence or lateness will result in the absence being recorded as unexcused and subject to disciplinary measures.

Tardiness is not acceptable as it affects the environment in the office and shall be dealt with on a progressive scale of discipline as set out below.

An employee who fails to call in for three consecutive days to report an absence shall be considered to have voluntarily terminated employment at WeWaiKai.

Employees with above average absenteeism as determined by the Administrator may be required to document the reasons, including providing a doctor certificate, upon returning to work from an unexcused absence. An employee must report to his or her immediate supervisor and disclose the reasons for the absence. If the reason is not acceptable, the employee may be disciplined in accordance with the following schedule:

- a) First unexcused absence - A verbal warning
- b) Second unexcused absence - A written warning
- c) Third unexcused absence - Three-day suspension without pay.
- d) Fourth unexcused absence - Termination

The same schedule applies to unexcused lateness or leaving work early.

Alcohol and Drug Related Absenteeism will be subject to disciplinary measures as outlined in section 4.12 *Disciplinary Procedures* of this policy.

## 5 Leave from Duty

### 5.1 Annual Leave (Vacations)

Employees Annual Leave will be for the period of April 1st, to March 31st, based on their employment record for the previous fiscal year, adjusted for sick days used and non-working days.

New employees will earn vacation entitlement based on their months of employment in the current fiscal year, at the rate of .8333 days per month (two (2) weeks entitlement per 12 months employment).

If you are a full-time employee, we will grant you paid vacation time as follows:

COMPLETED YEARS	DAYS PER YEAR
1 - 2	10
3 - 5	15
6 - 9	20
10 + years	30

Employees that have been granted more than 30 days of vacation per year prior to the effective date of this policy are considered grandfathered in terms of vacation entitlement and will not see their granted vacation time reduced.

Leave can be requested after (6) six months of employment.

An employee wanting to take their annual leave must fill out absentee/leave form ideally two weeks in advance and submit to the Department Manager who will bring recommendation to the Administrator for final approval.

While we will make every effort to accommodate your vacation requests, the timing of your vacation is always subject to your Supervisor's approval. Employees are expected to schedule annual leave at a time that is convenient to the employee and program area/department in such a manner so as to minimize disruption in service to the department.

It is in everyone's best interests that you be well rested and able to work productively. Therefore, we encourage you to take your vacation time when you have earned it. Accrued Annual Leave that is not taken in the year it is accrued must be taken within the first (10) months of the next "vacation year." All employees must take annual leave, as prescribed, accrued annual leave shall not be paid in equivalent cash value to the employee.

If a statutory holiday occurs during your vacation, it is not counted as a vacation day.

Vacation days cannot be converted to sick days or bereavement leave once your vacation leave has started.

## 5.2 Sick Leave

All full-time employees are entitled to accrue sick leave at a rate of 1 ½ days per month

Sick leave may be used for personal illness or injury or that of a family member.

Sick leave credits shall not be paid in cash to employees upon termination of employment

An employee cannot borrow against future sick leave credits. Salary will be deducted if an employee takes more sick leaves than he/she has accrued.

A doctor's certificate is required after your third consecutive sick day and may be requested by your Supervisor at any time.

Please keep in contact with your Supervisor to advise of your progress and expected date of return.

If an absence extends beyond three weeks you must contact the Administrator to make arrangements to apply for Long Term Disability.

In accordance with the Canada Labour Code, an employee who has three or more consecutive months of continuous employment may not be disciplined, demoted, laid off, suspended or dismissed because of absence due to illness or injury, provided the absence does not exceed 17 weeks and the employee provides WeWaiKai with a doctor's certificate certifying that the employee was not able to work during that period. The employee may use any accumulated sick leave pay to go towards the 17-week period, otherwise, the leave period is unpaid. Seniority accumulates, and pension and benefit plans, would continue to be in force during the absence provided the employee pays any normally required contributions. WeWaiKai is not required to continue wage payments during sick leave but will maintain contributions to health and disability benefit plans in at least the same proportion as if the employee were at work.

A maximum of 1.5 days of sick leave may be carried over at the end of the year.

## 5.3 Leave of Absence

The Administrator, with the recommendation from the Department Manager, may grant an employee leave without pay for a period not exceeding (2) two weeks.

A request for a period more than (2) two weeks requires the approval of the WeWaiKai Personnel Committee.

You are only eligible to apply for a leave of absence if you are a full-time employee and have completed your probationary period.

You may not take more than one leave of absence in a three-year period. Your

proposed leave of absence must be approved by your Supervisor.

We need to receive your application at least 60 days prior to the proposed absence, unless there are extenuating circumstances.

Your application will be considered on an individual basis. Although we will attempt to accommodate your request, there may be times when we will be unable to allow you to take a leave.

We will consider the following factors in deciding whether or not to grant you a leave of absence:

- a) the reason for the leave
- b) the length of the leave
- c) the availability of other options, such as vacation or personal days
- d) any previous leaves of absence you have taken
- e) the availability of a suitable replacement(s)
- f) the extent of your workload and the overall workload of WeWaiKai during your planned absence
- g) the time of year

If you fail to return to work when your leave expires and you have not obtained approval to extend your leave, we will consider you to have resigned from your employment, without further obligation to you.

Nothing in this Policy shall prevent an employee from claiming sick leave for absences from work due to illnesses.

## **5.4 Maternity Leave, Parental Leave and Adoption Leave**

In accordance with the Canada Labour Code, an employee who is pregnant or nursing may request that WeWaiKai temporarily modify her job duties or reassign her to another job, where reasonably practicable, if continuing any of her current duties may pose a risk to her health or that of the fetus or child. A physician's certificate indicating how long the risk is likely to last, and what activities or conditions should be avoided, is required.

An employee who has worked for WeWaiKai for at least six months is entitled to up to 17 weeks of un paid maternity leave to have her child. Additional parental leave of up to 37 weeks is available to natural or adoptive parents, if each has worked for the same employer for at least six months and has or will have care and custody of a child. The combined maternity and parental leaves cannot exceed 52 weeks.

If the child is hospitalized during the employee's maternity or parental leave, the employee can request to have the leave interrupted. Also, while on parental leave, an employee may interrupt the leave in order to take other statutory leaves.

The employee must provide WeWaiKai written notice at least four weeks before beginning either maternity or parental leave. The notice must advise WeWaiKai of the intended length of leave.

For maternity leave, the employee must also provide WeWaiKai with a certificate from a qualified medical practitioner confirming that she is pregnant.

The 17-week maternity leave may be taken any time during the period that begins 11 weeks before the expected date of delivery and ends 17 weeks after the actual delivery date. Parental leave may be taken any time during the 52-week period starting the day the child is born or the day the child comes into the employee's care.

An employee giving birth or an employee whose spouse is giving birth shall also be granted three (3) days of paid leave on the days surrounding the birth of the child plus two (2) additional days of paid leave if required for travel out of the area relating to the birth where such travel is certified necessary by the attending physician.

In the case of an adoption, a full-time employee who has been employed for at least six months may be given one (1) day of paid leave to facilitate proceedings. Two (2) additional paid days of leave may be provided for travel where necessary, at the discretion of the Chief Executive Officer. A copy of the adoption document must be provided to the Tribal Council. Adoption leave should be applied for at least two (2) weeks prior to the day of commencement.

Following the expiration of the maximum 52 weeks of maternity/parental leave plus one additional full week of continued absence, the employee will be deemed to have abandoned the position and the position shall be declared vacant unless some other leave is applied for by the employee and approved by the Council.

## **5.5 Bereavement Leave**

Every employee is entitled to leave with pay in the event of a death in their immediate family. The bereaved employee is entitled to no more than five (5) days paid leave. When staff must travel a distance of 400 kilometers or more to attend the funeral, you are entitled to an additional two (2) days travel time with pay, if pre-approved by the Administrator.

Immediate family includes:

- a) Spouse, which includes a same sex or common-law partner
- b) Your mother or father or stepmother or stepfather
- c) Your spouse's mother or father or stepmother or stepfather
- d) Your children or step children
- e) Your grandchild
- f) Your brother or sister, stepbrother or stepsister
- g) Your grandmother or grandfather
- h) Any relative permanently residing in the employee's household

You will not be paid for bereavement leave if it falls on a vacation day, statutory holiday or other scheduled day off work.

Bereavement leave requests must be made to the employee's immediate supervisor. You are requested to fill out the proper leave forms and have them approved by the supervisor.

### ***Other Bereavement Leave***

An employee who suffers the loss of a loved one other than a person defined as an immediate family member may request time off.

For absences due to the death of a relative, other than a member of your immediate family, you will be allowed a maximum of two days funeral leave with pay. Relatives are considered to be your cousins, aunts or uncles, foster parents and other in-laws



WeWaiKai may grant up to one (1) day unpaid leave for staff members to attend other funerals. These will be determined on a case by case basis.

Extended leave may be granted and will be leave without pay or banked and/or vacation time can be utilized. Time off in other cases shall be taken off without pay, with the approval of the Department Manager and/or administrator

### ***Funerals in WeWaiKai***

If so, directed by Chief and Council, the administration offices may be closed on the day of the service out of respect for the family,

## **5.6 Leave Related to Death and Disappearance**

In accordance with the Canada Labour Code, an employee, whose child is under 18 years of age and has disappeared or died as a result of a probable crime, is eligible to take up to 52 weeks of unpaid leave in the case of a missing child and up to 104 weeks of unpaid leave if the child has died.

An employee is not entitled to the leave of absence if the employee is charged with the crime or it is probable, considering the circumstances, that the child was a party to the crime.

If two or more children of an employee disappear or are murdered as a result of the same event, the employee is eligible for only one leave of 52 or 104 weeks respectively. However, if two or more children of an employee disappear or are murdered as a result of different events, the employee will be eligible for separate leaves with respect to each affected child.

An employee may interrupt the leave in order to take sick leave or work -related illness and injury leave.

## **5.7 Court Leave**

We recognize that there may be times when employees will be required to attend legal proceedings. This policy provides guidelines on how we will handle absences for such proceedings.

Paid court leave may be granted to an employee regardless of seniority, where that employee is required to serve as a juror or attend as a witness in a legal proceeding or appear in court as an official delegate of WeWaiKai.

Where an employee is required to appear in court on personal matters, either as a Plaintiff or Defendant, leave of absence shall be without pay.

We expect you to notify us as soon as you receive a subpoena or summons so appropriate arrangements can be made.

You will be required to provide proof of your absence, including a copy of the subpoena or summons and produce such proof to your immediate supervisor.

We expect you to return to or come into work on any day in which your attendance in a legal proceeding is required for fewer than half of your regular working hours.

When an employee is called for Jury duty, that employee may be released for adequate time to fulfill his or her obligation. During the period of jury service, WeWaiKai will pay the difference between the employee's normal earnings and the amount received for jury service.

## **5.8 Education Leave**

Education Leave with or without pay may be granted to a full-time or a probationary employee for a specified period of time. Such leave must be approved by the Administrator in advance of the leave being taken. The education must be of value to the employee in his/her present position or prepare the employee for future advancement within WeWaiKai. The maximum amount of leave will be limited to 2 years.

## **5.9 Compassionate Leave**

In accordance with the Canada Labour Code, for a serious family member illness, employees are entitled to up to eight weeks of unpaid compassionate care leave to provide care and support to a gravely ill family member. A certificate is required from a qualified medical practitioner, stating that the family member has a serious medical condition with a significant risk of death within 26 weeks.

In accordance with the Canada Labour Code, an employee, whose child is under 18 years of age and is critically ill, is eligible to take up to 37 weeks of unpaid leave to provide care or support to this child.

If two or more children of an employee are critically ill as a result of the same event, the employee is eligible for only one unpaid leave of 37 weeks. However, if two or more children of an employee are critically ill as a result of different events, the employee will be eligible for separate unpaid leaves with respect to each affected child.

An employee may interrupt the leave in order to take sick leave or work -related illness and injury leave.

## **5.10 Voting Leave**

All employees who are eligible to vote in Chief and Council/Elders Council, Provincial or Federal election, and whose name appears on the voter's list shall be eligible for voting leave.

An employee will be provided with sufficient time off to allow them three (3) hours prior to polls closing to vote in a Federal election.

An employee will be provided with sufficient time off to allow them three (3) hours prior to polls closing to vote in a Provincial election.

Should an employee be scheduled to work away from the election poll, through a prior commitment to WeWaiKai, that employee will be required to utilize his/her proxy vote provision.

## **5.11 Emergency Leave**

Emergency leave with pay may be granted due to extreme natural disasters which prevent an employee from reporting to work.

Such leave must be requested in writing to the Administrator and approved by the Administrator/Personnel Committee. Approval is on a case by case basis.

## **5.12 Employee leave to attend addiction treatment**

Employees should voluntarily request leave to attend treatment. However, WeWaiKai may be the initiator in pursuing such action with the employee.

The employee must identify the treatment plan he/she wishes to pursue. The plan must include post-treatment support services, i.e. Alcohol and Drug counselling.

Requests must be in writing and shall be presented to the employee's immediate Department Manager who shall review details with the employee. The Department Manager shall immediately forward the written request to the Administrator who shall present to the WeWaiKai Personnel Committee

Requests for Leave of Absence to attend treatment may be for "Leave with Pay" or "Leave without Pay".

Leave of absence without Pay shall mean suspension of pay to the employee for the duration of the absence, but shall protect the employee's position until his/her return from treatment.

Leave of absence with Pay shall mean; the employee shall first use all his/her entitlement to vacation and sick days; after exhausting those days, the employee's earnings will be reduced to (1/2) half pay for the remainder of the treatment period. The maximum allowable treatment period is 6 weeks. Upon approval, the employee may take a longer time away from work to continue to receive treatment, but this time will be unpaid.

Employee may only use this policy once every three years. If the employee requires treatment within the three-year period, any time off will be unpaid, unless the employee wishes to use any accumulated vacation or overtime hours.

## 5.13 Statutory Holidays

The current thirteen days (plus any new statutory holidays) shall be recognized by WeWaiKai Administration as Statutory Holidays.

- a) New Year's Day
- b) Family Day
- c) Good Friday
- d) Easter Monday
- e) Victoria Day
- f) Aboriginal Day
- g) Canada Day
- h) BC Day
- i) Labour Day
- j) Thanksgiving Day
- k) Remembrance Day
- l) Christmas Day
- m) Boxing Day
- n) Christmas break will be determined annually by chief and council and senior management.

If any of the following holidays fall on either a Saturday or Sunday, the previous Friday or following Monday shall be observed as a holiday.

To qualify for paid public holidays, you must: have worked for WeWaiKai at least 30 calendar days and received wages for fifteen of the 30 days prior to the statutory holiday.

Labour Standards states that "Employees who are required to work on a general holiday shall be paid, in addition to their regular rate of wages for that day, at a rate equal to one and a half times the regular rate of wages for the time worked on that day. However, if they are employed in a "continuous operation" they may be paid as above or the employer may choose to pay them at their normal rate for the hours worked on the holiday, provided they grant the employee a holiday with pay at some other time. Managers and professionals must be given a holiday with pay at some other time."

If you're casual, the special legislated calculation applies. It is as follows:

- When you have worked fifteen or more of the last 30 workdays then your total wages (excluding overtime) for that 30-day period are divided by the total number of days worked
- When you have worked less than fifteen days in the last 30 workdays then your total wages for those 30 days are divided by 15. Payroll will include all wages and holiday pay in your cheque.

If a statutory holiday falls during your annual vacation you will receive an extra day of vacation or another paid day off at a mutually agreeable time later in a year

If you are on a leave of absence or maternity leave or parental leave your employee entitlement to statutory holidays is forfeited unless you worked fifteen days of the last 30 days previously

## 6 Termination of Employment

### **Termination**

WeWaiKai administration initiates involuntary separation for one of the following reasons:

- Lack of funds or the termination of a program.
- Abandonment - Absence from the job for more than (3) three days without notice to the WeWaiKai administrator, before 4:00 pm on the third days of absence.
- Cause – limited to employee conduct listed as reasons for disciplinary actions.

If we terminate your employment without having legal cause to do so, we will provide you with a fair and appropriate severance package.

An employee who has completed a minimum of three consecutive months of employment is entitled to one week's written notice. If you have a minimum of one year of employment; two weeks written notice; and, after three years, three weeks written notice for each additional year of employment to a maximum of eight weeks.

Employees shall be given a minimum of (1) one-week written notice when a separation is due to lack of funds or the termination of a program, regardless of the years of employment, unless agreed to in writing between WeWaiKai administration and the employee.

No prior notice is required for dismissal due to abandonment, in which case a written dismissal notice shall be mailed or given to the employee

We may terminate your employment without notice or payment in lieu of notice, if your conduct constitutes just cause for dismissal, as defined by this policy, your employment agreement or by law.

Just cause includes, but is not limited to:

- a) failing to abide by our employment policies
- b) unacceptable performance standards
- c) dishonesty, theft or misappropriation of WeWaiKai property
- d) intentional destruction, improper use or abuse of WeWaiKai property
- e) falsifying records
- f) assaulting or endangering others
- g) obscene conduct on WeWaiKai property or during work-related functions
- h) harassment of your co-workers, supervisors, suppliers or clients of WeWaiKai.
- i) insubordination
- j) intoxication or impairment in the workplace
- k) repeated, unwarranted lateness, absenteeism or failure to report for work

The procedure for dismissing an employee is as follows: In a meeting with your immediate Supervisor and the Administrator, and a member of the Personnel Committee if requested, a letter of termination will be presented to the employee stating the effective date and the reason for the termination. A copy of the termination letter will be sent to the payroll officer and a copy will be filed in the personnel file.

The employee will be asked to return all property, including all work-related documents, software, hardware, belonging to WeWaiKai. You may not retain, reproduce or use any confidential information you have been privy to during the course of your employment with WeWaiKai.

If you resign from your employment, we (the Administrator and a member of the Personnel Committee) may ask to meet with you in an exit interview to better understand your reasons for leaving.

## ***Resignation***

If you wish to resign from your employment, we require at least two weeks written notice. If you are in a management position, we require at least four weeks written notice.

In order to resign, you must provide a letter of resignation. A copy of the resignation letter will be sent to the Administrator. You may be requested to participate in an exit interview, so that we may obtain important feedback from you and so that you may ask any questions you may have about the finalization of your employment.

If you fail to provide adequate notice of your resignation, you will only receive any outstanding wages, vacation pay or overtime pay that accrued to the date that you resign. Failure to provide adequate notice of termination will be recorded in your personnel file and will prohibit that employee from being hired by WeWaiKai for a minimum of (12) twelve months immediately following dismissal. It may also be reflected in any reference we are asked to provide on your behalf.

We may, at our discretion, choose not to have you continue working during the notice period. If we choose not to continue your employment, we will pay you to the end of the notice period.

You are required to return any property belonging to WeWaiKai (e.g., security cards, keys etc.) before your final day of work.

If you are absent from work for a period of three or more days without written notice of your absence, we will follow additional steps to get in contact with you, namely phone calls or email. If we are unable to contact you then we will treat your absence as an abandonment or resignation of your position. Efforts to contact the employee should be well documented and witnessed by another employee. An Involuntary Resignation Verification form, to be filled out by WeWaiKai Administration, is included in the appendices of this manual.

## ***Separation Pay and Notice of Termination***

An employee who quits or is discharged will be regarded as separated from employment with WeWaiKai Administration with no seniority, recall or other rights.

Any regular employee laid off by the WeWaiKai administration qualifies for severance pay, provided that all the conditions of the policy are met.

Severance pay is paid at the rate of (2) two days' pay for each full year of service, with the minimum paid out equivalent of (5) five days' pay. For the purpose of calculating amount of severance pay, the daily rate

is the employer's rate of pay on the date of his/her layoff. Part of years of service are included and prorated.

Notice or compensation is not required if:

- a) The employee has not completed three consecutive months of employment
- b) The employee quits or retires
- c) The employee is dismissed for just cause
- d) The employee work on an on-call basis doing temporary assignments, which he or she can accept or reject
- e) The employee is employed for a definite term
- f) The employee is hired for specific work to be completed in 12 months or less
- g) It is impossible to perform the work because of some unforeseeable event or circumstance
- h) The employee refuses reasonable alternative
- i) An Employee, who is dismissed for just cause, is not entitled to severance pay.

Employees who are hired for a specific time frame will not receive additional severance at the conclusion of the contracted term.

# APPENDICES



# Performance Evaluations – Sample

## WeWaiKai Employee Performance Evaluation Form

JOB PERFORMANCE STANDARDS			
Job Title:	Department:	Manager:	Date Prepared:
RESPONSIBILITY/DUTY (See Job Description)	PERFORMANCE REQUIREMENT(S) (List the results that can be observed or measured when the responsibility is performed completely)	MEASUREMENT TECHNIQUE (Identify how Performance Requirements are measured)	

**JOB PERFORMANCE REVIEW FORM – Page 1 of 2**

<b>Name:</b>	<b>Job Title:</b>	<b>Department:</b>
PERFORMANCE REVIEW PERIOD FROM _____ TO _____		Page 1 of 2

**PERFORMANCE OBJECTIVES AND RESULTS**

**INSTRUCTIONS:** Complete the 'Responsibility' and 'Objectives' columns at the beginning of the Performance Review Period. Refer to Job Description and Job Performance Standards when completing these sections. Provide employee with a copy. Complete the 'Results' column at the end of the Performance Review Period.

RESPONSIBILITY	OBJECTIVES DURING PERIOD	RESULTS ACHIEVED	
Manager's Signature	Date	Employee Signature	Date

**Attachment B (continued)**

**JOB PERFORMANCE REVIEW FORM – Page 2 of 2**

**SKILLS EVALUATION**

Name				Job Title				Department				Page 2 of 2		
<p><b>INSTRUCTIONS:</b> This section to be completed at end of Review Period. Check (✓) appropriate rating for each factor and indicate OVERALL RATING. In the narrative section, describe significant strengths and areas needing improvement. Use specific examples wherever possible. Narrative must correlate with overall rating and the results achieved. (Use additional pages if necessary)</p>														
<b>PERFORMANCE RATING CODES</b>														
<b>1= OUTSTANDING</b>				<b>2=EXCELLENT</b>				<b>3=COMPETENT</b>						
<b>4=NEEDS IMPROVEMENT</b>				<b>5=UNSATISFACTORY</b>				<b>0=NOT EVALUATED</b>						
<b>FACTOR</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>FACTOR</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
JOB KNOWLEDGE							DECISION-MAKING							
ANALYTICAL ABILITY							INITIATIVE							
PERSUASIVENESS							FLEXIBILITY							
VERBAL COMMUNICATION							WORK HABITS							
WRITTEN COMMUNICATION							INTER-PERSONAL SKILLS							
JUDGMENT							ORGANIZING							
PROBLEM-SOLVING ABILITY							<b>OVERALL RATING</b>							
<b>Narrative:</b>														
<b>Prepared By:</b>			<b>Date</b>		<b>Reviewed By:</b>			<b>Date</b>		<b>Employee Signature</b>			<b>Date</b>	
<b>EMPLOYEE COMMENTS:</b> (Use separate page if necessary)														
Employee Signature										Date				

# Acceptance of Terms and Policies of WeWaiKai Human Resources Employee Handbook



## ACCEPTANCE OF TERMS AND POLICIES OF WEWAIKAI'S HUMAN RESOURCES EMPLOYEE HANDBOOK

TO: WEWAIKAI ADMINISTRATION /COUNCIL

FROM: \_\_\_\_\_

DATE: \_\_\_\_\_

This confirms that I have received and examined a copy of the WEWAIKAI'S HUMAN RESOURCES EMPLOYEE HANDBOOK revised to \_\_\_\_\_, and know where it resides for future reference.

I understand and comprehend the terms and conditions expressed in the WEWAIKAI HUMAN RESOURCES EMPLOYEE HANDBOOK and undertake to respect and abide by the conditions, policies and conducts expressed therein. I understand that failure to abide by these policies can result in disciplinary action, up to and including termination.

I understand that if I have questions or concerns at any time about the HR Policy, I will consult my immediate supervisor, my supervisor's manager, or the Administrator for clarification.

Finally, I understand that the contents of this employee handbook are simply policies and guidelines, not a contract or implied contract with employees. The contents of the employee handbook may change at any time.

\_\_\_\_\_  
Employee name

\_\_\_\_\_  
Employee signature

*(A copy of this page is to be placed in the employee file)*

# Oath of Conduct and Confidentiality



## OATH OF CONDUCT AND CONFIDENTIALITY

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### OATH OF CONDUCT AND CONFIDENTIALITY

I, \_\_\_\_\_, do hereby declare and affirm that I will faithfully, to the best of my capabilities carry out my duties as an employee of the WeWaiKai Administration Office.

I will not disclose any information obtained in the course of my duties as an employee of the WeWaiKai Administration.

Any confidential information that may be known to be by reason of any association with the WeWaiKai Administration office, except such matters as I may be required to communicate in order to properly carry out my duties, or unless required by law, or duly authorized by a client or the WeWaiKai Administration office shall be kept confidential.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
WeWaiKai Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*(A copy of this page is to be placed in the employee file)*

# Employee Absentee / Leave Request Form



## ABSENTEE / LEAVE REQUEST FORM

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

Employee will be/was absent from work; Date \_\_\_\_\_

Check Reason(s):

- |  |   |
|--|---|
| <input type="checkbox"/> Illness (self)      | <input type="checkbox"/> Illness (family) |
| <input type="checkbox"/> Medical (self)      | <input type="checkbox"/> Medical (family) |
| <input type="checkbox"/> Employment Business | <input type="checkbox"/> Personal         |
| <input type="checkbox"/> ATO                 | <input type="checkbox"/> Bereavement      |

**ATTACH APPOINTMENT CARD TO FORM.**

Please specify: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### OFFICE USE ~ THIS SPACE IS FOR PAYROLL CLERK ONLY

		SICK TIME	ATO	VERIFIED BY
TIME AVAILABLE				

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ Date: \_\_\_\_\_

Employee signature: \_\_\_\_\_ Manager Signature: \_\_\_\_\_

# Employee Vacation Form



## VACATION FORM

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

Employee requesting vacation on \_\_\_\_\_ Date \_\_\_\_\_

Please specify: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OFFICE USE ~ THIS SPACE IS FOR PAYROLL CLERK ONLY				
		VACATION	ATO	VERIFIED BY
TIME AVAILABLE				

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ Date: \_\_\_\_\_

Employee signature: \_\_\_\_\_ Manager Signature: \_\_\_\_\_

# Involuntary Resignation Verification Form



Verification Form for Abandonment or Resignation of Position

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_ Department: \_\_\_\_\_

The above employee has not reported to his/her work station; last day at work was \_\_\_\_\_

According to the WeWaiKai Human Resource Policy Section 6 - *Resignation*, we agree to various steps to get in contact with you by the following:

_____ Phone Call to: _____ - _____ - _____	Time: _____	Initial _____	Witness _____
_____ Email to: _____	Time: _____	Initial _____	Witness _____
_____ VHF: _____	Time: _____	Initial _____	Witness _____

I, \_\_\_\_\_ (immediate Supervisor or Department Manager) have fulfilled my responsibility to follow up on this matter.

The result is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check one of the following options:

\_\_\_\_\_. As your immediate Supervisor/Manager I have determined that you have abandoned your position with the WeWaiKai organization and are no longer considered an employee of WeWaiKai

\_\_\_\_\_. As your immediate Supervisor/Manager I have decided that you have verifiable reasons for your absence.

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

Witness: \_\_\_\_\_



# Orientation Checklist





# Accident/Incident Investigation Form



# Non-Compliance Form



# Bullying and Harassment Complaint Form



# Bullying and Harassment Investigation Form

