

**HUMAN RESOURCES
POLICY
AND
PROCEDURES
MANUAL**

**SHUSWAP BAND
and
Kinbasket
Development Corporation**

January 2004

PURPOSE

It is the goal of the Shuswap Indian Band to be an equal partner in the regional economy and community. They strive to meet the following objectives:

- Control of Shuswap Band destiny
- Manage the limited resources
- Maintain the integrity of the community
- Maintain the traditional cultural values and sites
- Ensure stewardship of the land
- Encourage economic development with environmental responsibility
- Create opportunities for its members
- Gain respect from other agencies and municipalities

As an organization, the Shuswap Band and Kinbasket Development Corporation value:

- Professional delivery of services to their members and the general public.
- Educated/trained employees who have the skills and knowledge to compete in the business world. To this end, they support life long learning.

INTRODUCTION

The Human Resources Committee of the Band has developed the **Shuswap Band Human Resources Policy and Procedures Manual**. Policies within this Manual apply to all Band and Kinbasket Development Corporation employees and contractors and remain in force until such time as they are amended or revoked by the Human Resources Committee.

A copy of this policy manual will be made available to all existing and new Shuswap Band and Kinbasket Development Corporation Employees and all Band Members.

IMPLEMENTATION

The policies outlined in this Manual will be implemented by the Human Resources Committee (HRC) and, where applicable, by employees of the Band and the Kinbasket Development Corporation (KDC). Where a conflict of interest arises for an employee when implementing these policies, the employee will advise the Human Resources Committee. The Committee will then decide the proper implementation of the policy.

POLICIES AND PROCEDURES

SECTION 1 – DEFINITIONS

1. Regular Full-time employee – an employee hired on an on-going basis with no fixed end to his/her employment that is scheduled to work a full work week all year.
2. Regular Part-time employee – an employee hired on an on-going basis with no fixed end to his/her employment who is scheduled to work less than a full work week.
3. Term employee – an employee hired to work a minimum of 15 hours per week for a period of at least three consecutive months.
4. Casual employee – an employee hired on an as required basis.
5. Independent Contractors – companies or individuals retained to perform specific tasks for a fixed period. Contractors are not employees (per Canada Customs and Revenue Agency guidelines).

SECTION 2 - HIRING

6. ADVERTISING VACANCIES

Except in emergency circumstance where there is not enough time to advertise, any vacant positions within the Shuswap Band and the Kinbasket Development Corporation will be advertised first through Shuswap Employment Services to all Shuswap Band community members for a minimum of two weeks. Where the position cannot be filled through this process, it may be advertised elsewhere.

7. HIRING COMMITTEES

a. Responsibility of Hiring Committees

Hiring Committees will be involved in hiring all Regular Full-time, Regular Part-time and Term employees. The Band Director of Operations or the CEO of KDC may hire Casual employees without a Hiring Committee (although a Hiring Committee may be used). Independent Contractors may be retained with the approval of the Band Council or of the Board of Directors of KDC, as applicable.

b. Hiring Committee Membership

The Band Director of Operations or the CEO of the KDC will Chair the Hiring Committee for all positions under his/her direction e.g. Secretary, Receptionist, Bookkeeper, and Janitor. At least one other member of the Human Resources Committee, as chosen by the Human Resources Committee, will be a member of the Hiring Committee, and other individuals with specific expertise related to the position may be included.

c. Hiring Committee Recommendations

The Hiring Committee will make applicant selection recommendations to the Band Council or the Board of Directors of the KDC, as applicable. Such recommendations will be by the consensus of the Committee. If consensus cannot be reached within the Hiring Committee, selection recommendations

will be referred to the Human Resources Committee for their advice. Their advice will go back to the Hiring Committee to assist them in arriving at a recommendation.

d. Hiring Decisions

Hiring decisions for all Regular Full-time, Regular Part-time, and Term employees will be made by the Band Council or the Board of Directors of KDC, as applicable.

SECTION 3 - ESTABLISHING AND CLASSIFYING POSITIONS

8. ESTABLISHING POSITIONS

The Treasury Board or the KDC Board of Directors is responsible to determine whether funds are available to establish a position within the Band or within the KDC.

9. JOB DESCRIPTIONS

The Band Director of Operations or the CEO of the KDC will be responsible for preparing a job description for each position under their direction. These job descriptions will be reviewed by the Human Resources Committee for their advice and amended, as necessary. A job description may come into use by the Band or the KDC only after the HRC has reviewed it and provided its advice, and the Band Council or the Board of Directors has approved it, as applicable.

10. JOB CLASSIFICATION SYSTEM

The HRC will be responsible to develop a classification system for use within the Band and the KDC. Once a job description has been approved, the HRC will recommend the Pay Level based on the market value of the position. Such recommendations will go to the Band Council or the Board of Directors of the KDC, as applicable, for their approval.

SECTION 4 – SALARY ADMINISTRATION

11. SALARY RANGES

The HRC will recommend the salary range for each Pay Level every three years, based on information received concerning the market for similar positions. These salary range recommendations will be forwarded to the Band Council or the Board of Directors of the KDC for their approval, as applicable. The salary range for the Pay Level will then remain in effect over the three-year period except in exceptional circumstances where, upon the advice of the HRC, the Band Council or the Board of Directors of the KDC is convinced that the market for positions within the Pay Level has significantly changed. Adjustments to the Pay Level must have approval of the Treasury Board.

12. STARTING SALARY

The Hiring Committee will review the qualifications and experience of the successful applicant for a competition and recommend a starting salary within the salary range for a position. The Band Director of Operations or the CEO of the KDC will decide on the starting salary.

13. SALARY INCREMENTS

On the anniversary date of an employee's start date in a position, and assuming satisfactory performance by the employee, the employee will receive a one-step increment to the next step within the salary range, until such time as the person is at the top step of the salary range. Increments are subject to the availability of funding and may also be affected if an employee has received discipline during the year.

14. TRANSFER

If an employee moves from one position to another that is classified within the same Pay Level, the employee will remain at the same step within the salary range and retain his/her salary and anniversary date.

15. PROMOTION

If an employee is promoted to a position that is classified within a higher Pay Level, the employee will move to the same step within the new Pay Level. Upon promotion, the employee's anniversary date for increment purposes will change to the date of their appointment to the new position.

16. DEMOTION

If an employee moves to a position that is classified within a lower Pay Level, the employee will be paid at the same step within the new Pay Level except that the employee will be paid at the top step of the new Pay Level if his/her salary is higher than the Pay Level maximum for the new position.

SECTION 5 - HOURS OF WORK AND OVERTIME

17. HOURS OF WORK

Hours of work for employees of the Band are from 9:00 a.m. to 4:00 p.m, Monday through Friday. The Lunch Hour is generally taken from 12:00 noon to 1:00 p.m. Unless the Band Director of Operations authorizes an exception, the length of the standard workday is 6 hours (excluding the lunch period) and the weekly total is 30 hours.

Hours of work for employees of the KDC are from 8:30a.m. to 4:30 p.m. Monday through Friday. The Lunch Hour is generally taken from 12:00 noon to 1:00 p.m. Unless the CEO of the KDC authorizes an exception, the length of the standard workday is 7 hours (excluding the lunch period) and the weekly total is 35 hours. With permission some employees of the KDC may work through their lunch hour and work an 8-hour day and a 40-hour week.

18. OVERTIME

Management employees are not eligible for overtime pay. If a Management employee is required to work excessive hours, s/he may be granted time off in lieu of overtime upon approval of a written request to the Band Council or the Board of Directors of the KDC, as applicable.

For other Band employees, any hours worked beyond 6 hours in a day or 30 hours in a week will be considered overtime and will be credited as follows:

1. For any hours beyond 6 in a day, up to 8 hours a day, straight time.
2. For any hours worked beyond 8 hours in a day or 40 hours in a week, time and one

half.

3. For other KDC employees, any hours worked beyond 8 hours in a day or 40 hours in a week will be considered overtime and will be credited as time and one half.

Overtime must be approved by the Band Director of Operations or the CEO of the KDC prior to being worked. All approved overtime must be documented on form as shown in Schedule "A".

An employee who works approved overtime will receive time off in lieu at a time to be mutually agreed between the employee and the Band Director of Operations or the CEO of the KDC.

All overtime must be used within the year and cannot be carried past the end of the year (December 31).

SECTION 6 – STATUTORY HOLIDAYS AND OTHER DESIGNATED PAID HOLIDAYS

19. STATUTORY HOLIDAYS

The following days are designated as paid holidays for regular employees:

New Year's Day	Good Friday
Victoria Day	Canada Day
Easter Monday	BC Civic Holiday
Labour Day	Christmas Day
Thanksgiving Day	Boxing Day
Remembrance Day	Aboriginal Day (only when during the work week)

When a statutory holiday coincides with an employee's normal day of rest, the holiday shall be moved to the employee's first working day following the day of rest.

When an employee is required to work on a statutory holiday, s/he shall be entitled to, in addition to their regular pay for that day, pay at a rate equal to one and a half times the regular rate of wages for the time worked on the statutory holiday.

20. OTHER DESIGNATED PAID HOLIDAYS

In addition to those days mentioned in 19, the Band Council may designate other days as paid holidays. When a designated holiday coincides with an employee's normal day of rest, the holiday shall be moved to the employee's first working day following the day of rest.

SECTION 7 – EMPLOYEE BENEFITS

21. EMPLOYEE EDUCATION

Where it is in the mutual interest of the Band or KDC and the employee to enhance skills directly related to employment through formal education, the Band Director of Operations or the CEO of the KDC may, after receiving advice from the HRC, subsidize or completely cover the costs related to an educational

program or course taken by the employee. The Band Director of Operations or the CEO of the KDC may also provide the employee with time off to complete such a program or course.

22. WORKERS' COMPENSATION

Each employee of the Band or the KDC will be covered under the Workers' Compensation legislation of British Columbia.

SECTION 8 – LEAVES WITH PAY

23. VACATION LEAVE

A Regular employee shall earn vacation leave, as follows:

First to third year	10 days per year (pro rata)
Fourth and fifth year	15 days per year (pro rata)
Sixth year and over	20 days per year (pro rata)

Unless otherwise approved by the Band Director of Operations or the CEO of the KDC, vacation leave shall be scheduled during Easter Week or School Spring break, or during July and August.

In addition to the regular paid vacation noted above, all employees of the Band and the KDC will be entitled to time off with pay for a Christmas vacation between Christmas Eve and New Year's Day.

The annual vacation entitlement will normally be taken during the calendar year. Under special circumstances, as determined by the Band Director of Operations or the CEO of the KDC, an employee may carry over up to 5 vacation days to the next calendar year.

Vacation leave with pay will be taken only upon the written approval of the Band Director of Operations or the CEO of the KDC, with consideration given to other employee's holidays.

24. SICK LEAVE WITH PAY

All regular employees shall earn sick leave at the rate of 1-½ days per calendar month (pro-rated if the employee works less than full-time). Sick leave may be granted with pay when an employee is unable to perform his/her duties due to illness or injury, provided that the immediate supervisor agrees that the sick leave is justified and the employee has the necessary credits. When this is the case, the **employee's immediate supervisor should be notified no later than the start of the working day on the day of the employee's absence** and shall provide, if possible, an indication of when s/he expects to return to work. If the absence is for more than 3 days, or at any time at the discretion of the supervisor, the employee will be required to provide a certificate of illness/injury from a physician.

Sick leave credits may be advanced, under exceptional circumstances only, and each case shall be considered on its own merit by the Band Director of Operations or the CEO of the KDC. Sick leave credits end at the Fiscal Year End and begin with the beginning of the new fiscal year. Sick leave credits shall not be carried over from one fiscal year to the next.

25. MARRIAGE LEAVE WITH PAY

After the completion of one year of continuous employment with the Shuswap Band, an employee shall be granted up to two days special leave with pay on the occasion of his/her marriage.

26. BEREAVEMENT OR COMPASSIONATE LEAVE WITH PAY

For the purpose of this section, immediate family is defined as the employee's spouse or common-law partner; the employee's father and mother and the spouse or common-law partner of the father or mother; the employee's child(ren) and the child(ren) of the employee's spouse or common-law partner; the employee's grandchild(ren); the employee's brothers and sisters; the grandfather and grandmother of the employee; the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

“Common-law partner” means a person who has been cohabitating with an individual in a conjugal relationship for at least one year, or who had been so cohabitating with the individual for at least one year immediately before the individual's death.

When a member of an employee's immediate family dies, s/he is entitled to special leave with pay up to three days, and may, at the discretion of the Band Director of Operations or the CEO of the KDC, be granted up to three additional day's special leave for the purpose of travel related to the death. An employee may be granted one day special leave with pay in the event of the death of other close relatives provided that the immediate supervisor is satisfied that leave is necessary for a purpose related to the death.

The Band Director of Operations or the CEO of the KDC may grant special leave with pay in cases other than those outlined above.

27. COURT LEAVE WITH PAY

An employee will be granted leave with pay for the period of time that s/he is required:

- To be available for jury selection
- To serve as a witness in any proceeding held:
 - a) In or under the authority of a court of justice or before a grand jury.
 - b) Before the Senate of House of Commons of Canada or a Committee of the Senate of the House of Commons, other than in the performance of his/her position.
 - c) Before a Legislative Council, Legislative Assembly, or any Committee thereof that is authorized by law to compel the attendance of witnesses before it.
 - d) Or before an Arbitrator or Umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

The Band Director of Operations or the CEO of the KDC may grant special leave with pay in cases other than those outlined above.

28. PATERNITY LEAVE WITH PAY

A male employee may be granted one day of special leave with pay for needs directly related to the birth of his child. This leave may be divided into two periods and granted on consecutive days; for example: one afternoon and the following morning.

29. LEAVE WITH PAY FOR OTHER REASONS

At the discretion of the Band Director of Operations or the CEO of the KDC, special leave with pay may be granted when circumstances beyond the control of the employee, including illness in the immediate family (as defined in 26), which prevent the employee from reporting for duty.

SECTION 9 - LEAVES WITHOUT PAY

30. LEAVE OF ABSENCE WITHOUT PAY

At the request of an employee, the Band Director of Operations or the CEO of the KDC may grant the employee a leave of absence without pay up to a maximum of one year. Such requests will not be unreasonably denied. The employee must provide at least four weeks' notice of the intended leave of absence.

31. PREGNANCY/PARENTAL/ADOPTION LEAVE

Pregnancy Leave

A pregnant employee who requests leave is entitled to up to seventeen (17) consecutive weeks of leave beginning no earlier than eleven (11) weeks before the expected birth date, and ending no later than seventeen (17) weeks after the actual birth date.

Parental/Adoption Leave

An employee who requests Parental/Adoption leave is entitled to:

- a. For a birth mother who has taken Pregnancy leave, up to thirty-five (35) consecutive weeks beginning immediately after the end of the Pregnancy leave,
- b. For a birth mother who does not take Pregnancy leave, up to 37 consecutive weeks beginning after the child's birth and within 52 weeks after that event,
- c. For a birth father, up to 37 consecutive weeks beginning after the child's birth and within 52 weeks after that event,
- d. For an adopting parent, up to 37 consecutive weeks beginning within 52 weeks after the child is placed with the parent.

Conditions Applicable to Pregnancy and Parental/Adoption Leave

- a. The written application for Pregnancy leave shall be supported by a certificate from a physician stating that the employee is pregnant and estimating the probable date of the birth of the child.
- b. Pregnancy and Parental/Adoption Leave shall be without pay.
- c. Vacation leave, sick leave, and salary increment entitlement will continue to accumulate for the approved Pregnancy or Parental/Adoption Leave period.
- d. An employee who resumes employment on the expiration of a Pregnancy or Parental/Adoption Leave shall be reinstated in his/her former position, or be given a comparable position with the same wages and benefits

SECTION 10 – EMPLOYEE CONDUCT

32. Sexual and Other Forms of Harassment Policy

Definition: Sexual harassment is any conduct, comment, gesture, or contact of a sexual nature that is likely to cause offence or humiliation to any employee or that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

Provisions of this policy:

Each employee of the Shuswap Band and KDC has the right to employment free of sexual harassment.

The Shuswap Band and KDC will make every reasonable effort to ensure that no employee is subjected to sexual harassment.

The HRC will take disciplinary action against any employee of the Band or KDC who is proven to be subjecting any other employee to sexual harassment.

Complaints of sexual harassment will be addressed in the following manner:

- The employee will be encouraged to try and resolve the issue informally by communicating directly with the alleged harasser.
- The employee will contact the Band Director of Operations or CEO of the KDC who will try and resolve the issue informally between the alleged harasser and the complainant.
- The employee will write a formal complaint to the HRC and the HRC will formally investigate the complaint. The Chair of the HRC will provide a written reply to the complaint.

Unless disclosure is necessary for the purposes of investigating a complaint or taking disciplinary measures in relation to the complaint, the Shuswap Band will not disclose the name of the complainant or the circumstances related to a complaint to any person.

An employee's right to make a complaint under the Canadian Human Rights Act is not in any way affected by this policy.

33. Conduct in the Workplace

1. Employees are expected to treat others in the same way they would like to be treated.
2. Employees are expected to become familiar with, and abide by the Band's policies, and procedures/instructions that affect their work.
3. Employees are expected to engage in an open dialogue to encourage a positive working environment. If they have been treated unfairly, they should discuss their problems with their supervisor.
4. Employees are the custodians of the assets of the Shuswap Band and KDC and have a responsibility to administer them to the benefit of the members of the Band.
5. Employees are expected to represent the Shuswap Band and/or KDC well in all their dealings.

6. Employees must exercise care and accuracy, particularly in accounting for all funds received or expended.
7. Employees, who have reason to believe that there exists an alleged contravention of the law, a waste of the Band's funds or assets, or a danger to public safety, should bring the matter to the attention of the Band Director of Operations or the CEO of the KDC. If the employee's concern is with the Band Director of Operations or the CEO of the KDC, s/he should bring the matter to the attention of the Band Chief or the Chair of the HR.
8. Employees must refrain from making commitments on behalf of the Band or KDC either for the acquisition of, or provision of, goods and services unless authorized to do so.
9. Employees must not give out information received through their position that is not available to the general public unless prior authorization is given.

34. Conflict of Interest

DEFINITION:

Any person, who holds an office, including that of the Chief or Councillor, or employment with the Shuswap Indian Band, its departments or agencies, shall not use that office or employment for personal gain to the detriment of the interest of the Shuswap Indian Band.

GENERALLY:

Councillors, officers, committee members, employees are expected to keep their role as private citizens separate and distinct from their responsibilities to the Band or KDC and avoid conflict of interest situations.

Councillors, officers, committee members, employees should not place themselves in situations where they are obligated or obliged to any person or organization that might benefit from or seek to gain special consideration or favor. The honesty and impartiality of employees must be above suspicion.

Councillors, officers, committee members, employees shall arrange their private affairs in a manner that will prevent any conflicts or perceived conflicts of interest from arising. They shall not give preferential treatment to relatives or friends or to any organization in which they or their relatives have an interest, financial or otherwise.

Councillors, officers, committee members, employees shall exercise care in the management of their private affairs so as not to benefit, or be perceived by the public to benefit, from:

- a. the use of information acquired solely by reason of their employment; or;
- b. any Band or KDC transaction which involves decisions over which they have influence, such as investments, borrowings, purchases, sales, contracts, grants, regulatory or discretionary approval and appointments.

COUNCILLORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES DECLARATION OF POSSIBLE CONFLICT OF INTEREST

All personnel of the Band or KDC are responsible for declaring to the HRC any potential conflict of interest. The employee's declaration must be in a written statement to the Chair of the HRC and in a form as per the attached in Schedule "B".

OUTSIDE EMPLOYMENT

Employees may engage in employment with another employer, carry on a business, or receive non-Band funds for personal activities provided that the employment:

- a. does not interfere with the performance of their duties as Band or KDC employees;
- b. does not bring the Band or KDC into disrepute;
- c. does not represent a conflict of interest as stated in this policy;
- d. is not performed in such a way as to appear to be an official act or to represent Band or KDC opinion or policy; and
- e. does not involve the use of Band or KDC premises, services, equipment, information or supplies except as otherwise provided in Band policy.

PUBLIC COMMENT:

Employees have the right to free speech and free association.

The Band or KDC's name must not be associated with an expression of private opinion. In a public or private presentation or protest, employees are not to leave the impression that they are speaking on behalf of the Band or KDC or that their position at the Band/KDC lends validity to their private opinions.

In a hearing, forum, debate or protest, employees are to make a disclaimer between their opinions and the position of the Band/KDC.

SECTION 11 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

34. EMPLOYEE RECORDS AND FILES

The Band and the KDC shall keep records of wages, vacations, sick leave and overtime of employees and retain them for a minimum of 36 months. The Band shall also maintain a confidential file for each employee, which will include all relevant pay and leave information, as well as any personal information acquired for legitimate business purposes. Any information concerning discipline related to the employee will also be included in the employee's personal file.

The employee will have access to his/her own personal file at any time.

35. PAY DAYS AND PAY STATEMENTS

Pay Day will be every second Thursday. It is the responsibility of the employee to pick up his/her paycheck from the Band or KDC office, as applicable.

Each payday, the employee will be provided with a pay statement, which will include:

- **The period for which payment of wages is made.**
- **The number of days for which payment is made.**
- **The wage rate.**
- **Details of deductions made from gross wages.**
- **The actual sum being received by the employee.**

36. PAY ADVANCES

Pay advances may be made only in exceptional circumstances with the approval of the Band Director of Operations or the CEO of the KDC. Pay advances will be deducted from the next paycheck following the advance, unless otherwise approved by the Band Director of Operations or the CEO of the KDC.

37. MESSAGES/MAIL

Each morning upon arrival at the KDC or Band Office, each employee will be required to check with the secretary/receptionist for any messages or mail.

38. LATENESS

If an employee expects to be late in arriving at the office or will be absent, he/she is expected to call to the KDC or Band Office no later than 10:00 a.m. to notify the office receptionist.

If an employee does not contact the KDC or Band Office prior to 10:00 a.m. that s/he will be late or absent, the employee will be subject to the discipline procedure outlined in these policies.

39. BRIEF ABSENCES

When an employee is required to be absent from work for a brief period, the employee shall notify the Receptionist or the immediate supervisor where he/she is going and how long the employee expects to be away. The employee will be expected to notify the receptionist or immediate supervisor upon his/her return to the office. If the employee fails to report such absences, s/he will be subject to the discipline procedure outlined in these policies.

SECTION 12 - STAFF TRAVEL

40. REQUEST FOR TRAVEL

An employee who intends to claim travel expenses for Band or KDC business must receive approval from the Band Director of Operations or the CEO of the KDC prior to traveling. Otherwise, the employee is not eligible to be reimbursed for travel expenses incurred.

41. TRAVEL CLAIMS

Travel claims shall be submitted to the KDC or Band Office within 30 days of travel. Such claims shall be reimbursed within the Travel Expense Guidelines per receipts submitted. No travel reimbursements shall be issued without original receipts. Travel Claims are shown in Schedule "C".

SECTION 13 - PROBATIONARY PERIOD

42. PROBATIONARY PERIOD

There will be a mandatory three-month probationary period for all staff positions and six months for Management positions. The purpose of this period is for the Employer to fully evaluate the performance of the employee. During or at the end of the probationary period, if the Band Director of Operations or the CEO of the KDC, as applicable, is dissatisfied with the employee's work, the employee will be released or the probationary period may be extended. When released on probation, the probationary employee will receive pay to the end of the probationary period, or two weeks pay, whichever is lesser. An extension to the probationary period will be for up to three months for staff employee and up to six months for a management employee.

SECTION 14 - EMPLOYEE DISCIPLINE

43. DISCIPLINE PROCEDURE

When an employee's job performance has deteriorated to an unacceptable level or where the employee otherwise provides just cause to the Band or the KDC, the employee shall be disciplined in the following manner:

- a) **Verbal Warning** - the Band Director of Operations or the CEO of the KDC will review the facts surrounding the discipline in a meeting with the employee. A note will be placed on the employee's personal file to indicate a disciplinary meeting has occurred.
- b) **Written Reprimand** – if after a Verbal Warning the employee's performance continues to be unacceptable, the Band Director of Operations or the CEO of the KDC will meet with the employee again and discuss the facts surrounding the discipline. The Band Director of Operations or the CEO of the KDC will follow up that meeting with a reprimand letter to the employee, which will be placed in the employee's personal file.
- c) **Suspension** – if after a Written Reprimand the employee's performance continues to be unacceptable, the Band Director of Operations or the CEO of the KDC will meet with the employee again and discuss the facts surrounding the discipline. After having discussed the facts surrounding the discipline with the HRC, a suspension without pay may be imposed. The Band Director of Operations or the CEO of the KDC will meet with the employee to advise him/her of the suspension and write a letter to the employee to confirm it. A copy of the suspension letter will be placed on the employee's personal file.
- d) **Discharge** -if an employee's performance continues to be unacceptable, even after all other steps in the discipline procedure, the employee's employment will be terminated. The Band Director of Operations or the CEO of the KDC will write the employee and provide him/her with reasons for the termination. A copy of the letter of termination will be placed in the employee's personal file.

- e) **Appeal** – an employee may appeal any discipline received at steps b, c or d to the HRC per the appeal guidelines of the HRC.

NOTE: Depending on the severity of the employee’s misconduct, discipline may be imposed at any level of the Discipline process without the Band or KDC having gone through the previous steps of the process.

SECTION 15 – EMPLOYMENT TERMINATION AND SEVERANCE

44. TERMINATION

For just cause and per the Discipline Procedure described in 43, an employee may be discharged. If an employee is discharged, except where there are extenuating circumstances as determined by the HRC, s/he will not receive any notice, pay in lieu of notice, or severance pay.

45. RESIGNATION

An employee may resign his/her position by giving a two-week written notice to the Band Director of Operations or the CEO of the KDC. An employee resigning will be given the opportunity for an interview with the HRC to provide feedback concerning his/her employment with the Band.

An employee who resigns will not be eligible for any severance pay.

46. TEMPORARY LAY OFF

An employee may be temporarily laid off from his/her position where there is a lack of funding or work but an expectation of more work within a three-month period. Such a lay off may only occur with two weeks notice in writing to the employee from the Band Director of Operations or the CEO of the KDC. An employee on temporary lay off is not eligible for severance pay.

47. PERMANENT LAY OFF

An employee may be permanently laid off where there is a lack of funding or work. Such layoff may only occur with one month’s notice in writing to the employee from the Band Director of Operations or the CEO of the KDC. An employee who is permanently laid off is eligible for severance pay per 48.

48. SEVERANCE PAY

An employee who is permanently laid off will be eligible for severance pay in accordance with their years of employment with the Band and/or the KDC. This severance pay is in addition to notice provided to the employee under 47.

- a. up to one year of service – no severance
- b. greater than one year of service – one week’s salary for each complete year of service to a maximum of 12 weeks’ salary.

SECTION 16 – DISPUTE RESOLUTION

49. INTRODUCTION

All employees of the Shuswap Band can expect fair and equitable treatment from their employer at all times. Employees can also expect that employee relations are conducted in a harmonious manner.

50. PROCEDURE FOR SETTLEMENT

It is recognized that situations may arise where an employee is dissatisfied with his/her on the job treatment. In such cases, an employee may initiate the following procedure:

- The employee will contact the Band Director of Operations or CEO of the KDC who will try and resolve the issue informally.
- The employee will be encouraged to appear before the HRC or to write a formal complaint to the HRC. The HRC will consider the employee's submission/complaint and make recommendations to the CEO of the KDC or the Band Director of Operations, as applicable.

SECTION 17 - PART TIME, TEMPORARY AND CONTRACT EMPLOYEES

51. WAGES AND HOURS OF WORK

The Band Director of Operations or the CEO of the KDC shall establish the wage rate and hours of work of all Casual employees at the time of hire. Such employees shall only be hired with the written approval of the Treasury Board.

52. BENEFITS

Casual and Term employees and Independent Contractors are not entitled to Leaves With Pay, Leaves Without Pay or any other employee benefits provided to regular full time and regular part-time employees of the Band or KDC. Such employees are, however, covered by Workers' Compensation.

53. HOLIDAY PAY

Casual and Term employees are entitled to receive holiday pay at the rate of 4% of gross earnings (6% after 6 years) **at the time of termination of employment** with the Band or KDC unless otherwise agreed upon at the time of hire.

SECTION 18 – PERFORMANCE REVIEW

54. With the exception of the Band Director of Operations and the CEO of the KDC, each employee of the Band will receive a performance review on an annual basis. The Band Director of Operations or the CEO of the KDC will conduct the review. The review will be completed using an Employee Performance Feedback Form (attached).

55. A performance review of the Band Director of Operations will be conducted annually by the Band Council and will include feedback gathered confidentially from employees and Band Council members. As part of this performance review, feedback from members of the Band on the overall performance of the Band as an organization will be gathered.

- 56.** A performance review of the CEO of the KDC will be conducted annually by the Board of Directors of the KDC and will include feedback gathered confidentially from employees and members of the Board of Directors. As part of this performance review, feedback from members of the Band on the overall performance of the KDC as an organization will be gathered.
- 57.** Feedback from employees, Band Council members and members of the Board of Directors will be gathered using the Management Employee Performance Feedback Form (attached). This feedback will be reported to the Band Director of Operations and the CEO of the KDC in summary only. Feedback on the effectiveness of the Band and the KDC as organizations will be gathered using the Shuswap Band/KDC Feedback form (attached).

This Policy and Procedures Manual is hereby enacted by Council at a duly convened meeting at the Shuswap Indian Band administration office, held on ____ day of _____, 200____.

Chief

Councillor

Councillor

SCHEDULE “A”

Overtime Request Form

SCHEDULE "B"

Declaration of Conflict of Interest

(Name) hereby declares that he/she is a person holding a position of influence with the governing and administrative organization of the Shuswap Indian Band.

My position within the Shuswap Indian Band organization is (title or position)

_____.

My participation in the following decision (describe decision and potential value):

Motion or Resolution if applicable:

I further declare that the above noted decision may be deemed to be or be perceived to be in conflict with my personal interests or the personal interests of those within the family as describe as follows:

"Family" shall mean a spouse, including a common law spouse, children, parent, brother, sister, father-in-law, mother-in-law, uncle, aunt, grandparent, son-in-law, daughter-in-law, and also includes any relative permanently residing in the person's household.

I further declare, that with the above consideration, I have participated in the above noted decision and confirm that I have made my decision:

- In the context of my professional responsibility as associated with my position within the Shuswap Indian Band;
- In the interest of the Shuswap Indian Band in general;
- And not for personal gain for me or for those within my family as described above.

Declared on this ____ day of _____, 200_, at the Shuswap Indian Band office, located on the Shuswap Indian Band Reserve, I.R. #0.

Signature of Person Declaring: _____

Witness by: _____

SCHEDULE “C”

TRAVEL CLAIM VOUCHER

Terms of Reference

Human Resources Committee

Shuswap Band/Kinbasket Development Corporation

Band Statement

Shuswap Indian Band is working towards a self-governing community, sustainable by its own economic initiatives that will in turn, support the economic well being of its membership, which includes employment, housing and a healthy, safe community. The Shuswap Band will maintain a sustainable plan of growth under this initiative, while maintaining and enhancing the cultural integrity of the Kinbasket people.

Purpose of the Human Resources Committee

The Shuswap Indian Band Human Resources Committee will provide the policy and procedure framework and governing support for Shuswap membership to develop the capacity to participate in the long-term sustainable employment opportunities. These opportunities are being created through the Band's growth in economic development initiatives and related First Nation governance activities within the community and the surrounding area.

The Human Resources Committee will:

Act as a standing committee of the Shuswap Band Council and Kinbasket Development Corporation (KDC), reporting to the Band Council and the Board of Directors of the KDC, for the following purposes:

1. To act as a standing advisory committee on human resources issues for the Band and KDC.
2. To develop human resources policy and procedures for recommendation to the Band Council and the KDC Board of Directors for Band and KDC employment, contractual employment and committee appointments.
3. To participate in a variety of human resource decisions affecting employees, contractors and committee appointees of the Band and KDC.
4. To promote and encourage community members to seek education, training and job opportunities within the region.

Tasks and Responsibilities

Consistent with the statement of purpose, the tasks and responsibilities of the Human Resources Committee shall include:

Review of job descriptions for all positions of the Band and KDC to advise on duties, qualifications, required, etc.

- Recommendation of salary grids for such positions
- Recommendation for Placement of jobs within the salary grids
- With the approval of Band/KDC Treasury Board regarding funding, participating on Hiring Committees to hire all Band and KDC employees
- Recommending generic terms and conditions of employment for Band and KDC employees, including benefits plans
- Recommending terms of employment for contractors to the Band or KDC.
- Advising the CEO of the KDC or the Band Director of Operations concerning discipline of Band and KDC employees, up to and including suspension and dismissal

Membership

The Committee will be:

- Two or Three elected Band Councillors as appointed by the Band Council,
- An Employee of the Band as appointed by the council.
- The Band Director of Operations, or if that position is not filled, the most senior administrative employee of the Band
- The CEO of the Kinbasket Development Corporation
- A board member of KDC as chosen by the KDC Board
- No more than two Ex-officio advisor members to the Committee one appointed by council and one by the KDC Board who can provide technical expertise including knowledge transfer and capacity building in the field of human resources management.

Conduct of Business

Each Committee member will act for the good of the Band, as a whole. As much as possible, the Committee will operate by consensus; however, in the case of a contentious matter where consensus cannot be reached, the Chair will call for a vote. Ex-officio members service in the role of advisor(s) and are not voting members, unless requested by committee members to break a tie vote.

The members will appoint a Chair who will lead all meetings of the Committee. In the absence of the Chair at a meeting, the members will choose from among themselves someone to Chair the meeting.

Meetings

Meetings shall be scheduled at the call of the Chair or on the written request of three or more members with a two (2) week notice. Under unusual circumstances, where time is a factor, the Chair using teleconference may call virtual meetings. Quorum is required.

Agenda

The Chair will develop the agenda for each meeting of the Committee and will forward the agenda to all members of the Committee in advance of the meeting. Access to the Committee and its Agenda will be through the Chair.

Minutes

Minutes of the committee are confidential and are for internal use unless otherwise agreed. KDC and Council will retain a copy of the minutes.

Support

The Band Council will provide secretarial and administrative support to the Human Resources Committee for the purposes of taking minutes of meetings and other administrative duties, as required.

Expenses

The Band, at rates set by the Band, will reimburse travel expenses incurred by the members to attend meetings of the Committee.

Quorum

A quorum of the Committee will be five members, at least one of who must be a Councillor, Director of KDC an Ex-officio (**professional advisor**) member and either the Band Director of Operations (should it be a Band staff matter) or CEO of KDC (should it be a KDC staff matter).

Confidentiality

All matters discussed at meetings of this Committee are confidential unless otherwise agreed to by the Committee.

Appeals

An employee of the Band or KDC or Board Member may appeal to the Committee on certain matters specified within the Human Resources Policy and Procedures Manual. An employee may appeal, within 30 days of a decision of council or KDC Board:

1. Placement of the employee's job on the salary grid
2. A hiring decision of the Band or the KDC hiring decision, if the employee had applied for the position
3. Discipline imposed by the Band Director of Operations or the CEO of the KDC as per Human Resource Policy and Procedure, the committee will consider the appeal and will provide confidential advice to KDC CEO or Council.

This Human Resource Committee Terms of Reference document is hereby enacted by Council at a duly convened meeting at the Shuswap Indian Band administration office, held on _____ day of _____, 200____.

Chief

Councillor

Councillor