

**ASHCROFT INDIAN BAND**

MARCH 2014

**ASHCROFT EMPLOYMENT**  
**POLICY MANUAL**

*DRAFT*

**PLEASE NOTE:**  
**This is a “living” document and may**  
**change from time to time.**

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## **SECTION 1: GENERAL POLICIES AND GUIDELINES**

### **1.1 Purpose**

The Employment Policy shall promote a clear understanding among all employees, Members and Chief and Council. It is a guide for employees and Council, establishing fair, consistent and practical policies surround employment practices and employee performance.

### **1.2 Authority**

All policies require the approval of the Council. The adoption of new policies and the amendment, revision, or deletions of existing policies are the responsibility of Chief and Council.

The Band Administrator receives delegated authority from the Council to create and change policies as well as the administration of employment policy and procedures. When policies are created or changed, all employees will be advised of the change and the Policy Manual will be updated accordingly. All previous versions of the policies are superseded.

In the event that the Administrator is on annual, sick leave or unable to fulfill his or her duties, an "Acting Administrator" will be appointed.

The "Acting Administrator" shall have limited authority over matters that obligate the organization. The Acting Administrator has the delegated authority to address day to day operations and human resource issues but does not have signing authority. The Acting Administrator shall have authority to discipline an employee up to and including leave without pay that is contravening the Employee Policy Manual.

Where an employment agreement exists, and there is a discrepancy or difference of terms and conditions of employment, the employment agreement shall prevail over the Employee Policy Manual.

### **1.3 Definitions**

"Band Administrator" also means Administrator or Band Manager who has been hired by the Ashcroft Band Chief & Council and is the most senior employee.

"Casual Worker" means a person hired by the Employer as a casual basis who works when required to complete a special assignment and is not a permanent employee.

"Conflict of Interest" (also Conflict) means a conflict, or the appearance of a conflict, between the private interest and official responsibilities of a person in a position of trust. Persons in a position of trust include staff members, officers, council members and volunteers of Employer or Ashcroft Indian Band.

"Council" means the Chief and Councillors duly elected by the members of the Ashcroft Indian accordance with the Ashcroft Indian Band Membership Code and within the definition of the Indian Act.

“Employee” means an individual hired by the Employer for remuneration to perform a job, service, duty, role or responsibility who is not a contractor or Chief & Council. An employee can be full-time or part-time, whether permanent, term, or casual. Designation of employees is as follows:

**Full-time:** An employee who regularly works seven and a half (7.5) hours per day and thirty-five (35) hours per week.

**Part-time:** An employee who regularly works less than seven and a half (7.5) hours a day or thirty-five (35) hours per week.

**Causal:** An employee whose term of employment is also for a specified period which is under three (3) months. Causal employees are not eligible to participate in the Band’s benefits programs.

**On-call Employee:** means any person who is on an availability list of the Employer who does not have normal scheduled hours but can be called in to replace an employee who is away sick, to cover vacation or training absences.

**Term Employee:** means any person who is employed by the Ashcroft Band for a specific length of time with a specific end date.

**Temporary Employee:** means an employee who is hired for a specific time period, employment offer includes an employment start and employment end date.

**Contractor:** means a person who is not an employee that the Employer enters into an agreement with to perform duties for a specific project or a specific period of time.

“Employer” means the Aboriginal Band represented by the Band Administrator or his/her designate.

“Financial Benefit” means monetary, material or any other direct or indirect financial benefit received or perceived to be received, by an individual beyond benefits, normally provided to the Band or Band members as a whole.

“Immediate Family” means spouse, child, parent, guardian, brother, sister, grandparent and any relative residing with an employee or with whom the employee resides. Also may mean those relationships disclosed by the employee to the Administrator and are on the employee file.

“Overtime” means time worked in excess of standard hours of work.

“Resignation” means a written notice that an employee gives voluntarily to advise the Employer that the employee is leaving his/her position.

“Spouse” means the husband, wife, common law or life partner of an employee and includes a person with who an employee lives in a relationship of some permanence.

“Supervisor” means the person to which the employee reports.

“Termination” the end of any employment with the Employer.

## **SECTION 2: HIRING PRINCIPALS AND PRACTICES**

### **2.1 Authorization**

All recruitment and selection requires the approval of the Band Administrator. Only the Band Administrator (or his/her substitute) may offer a position to a new employee or sign an employment contract.

### **2.2 Employment Equity**

The purpose is to achieve equality in the workplace so that no person shall be denied employment opportunities or benefits for reasons unrelated to ability and, in the fulfillment of that goal, to correct the conditions of disadvantage in employment experienced by women, aboriginal peoples, persons with disabilities and members of visible minorities by giving effect to the principle that employment equity means more than treating persons in the same way but also requires special measures and the accommodation of differences.

### **2.3 Temporary/Term or Casual**

The Administrator shall determine and approve that a temporary/term or casual employment position be created or filled and the position is posted for open competition. The Administrator shall have the discretion in deciding to advertise non permanent job positions. The Administrator may elect to advertise positions, draw from resume pool, or direct hire. When a permanent position is available, the Employer shall assess whether any temporary employees have the skills necessary to fill the position in advance of undertaking a hiring process.

### **2.4 Hours of Work**

The regular hours of work for employees are five days a week from 8:00 a.m. to 3:30 p.m., Monday to Friday, unless otherwise scheduled. Employees shall receive straight time for each hour worked, lunch is unpaid time scheduled. For employees that are required to complete time sheets, they shall be completed by employees and submitted for each pay period to the Administrator for processing.

All employees are required to fill out and submit for approval by their immediate supervisor an approved time sheet. The approved time sheet must be forwarded punctually to the Supervisor. (see Appendix A).

### **2.5 Management Employees**

It is understood a management employee is expected to work the hours necessary to fulfill his/her job responsibilities, which may entail considerably more hours than those worked by his/her employees. The salary of a management employee is intended to fully

compensate the management employee is for completing all of his/her responsibilities and management employees are not entitled to any further payments for additional hours worked.

## **2.6 Overtime**

Work done by an employee in excess of regularly scheduled hours shall be considered overtime. Employees must receive approval from the Administrator before working any overtime, including attendance at meetings and official functions which occur outside of regular office hours.

Compensation for all overtime shall be in the form of time off in lieu. If the daily or weekly hours exceed the regular hours of the employee the following overtime provisions shall apply where the work is authorized and approved in advance. Employees shall not bank overtime without prior approval by the Administrator.

In the case where an employee must work overtime to address an emergency the Administrator will wave the obligation of prior approval for overtime. The employee shall notify the Administrator as soon as practical after the emergency.

## **2.7 Attendance**

The Ashcroft Band requires full attendance of all employees and encourages punctuality, responsibility and commitment to work.

Staff employees are expected to be in their office or at their work station on time and for the duration of their work day, in accordance with their agreed upon work schedule. Staff employees are required to arrive for work regularly. If for some reason a staff employee expects to be late, he/she is expected to call in no later than 7:30 am following the opening of the office to notify the office of his/her absence. If no notice is provided, the staff employees pay may be withheld if the time is not accrued before the next pay period.

If any employee is absent for three (3) or more consecutive working days without contacting the employee's supervisor to provide a reason for the absence, the situation is considered serious and the Ashcroft Band shall consider the employee to have abandoned his/her position and, in effect, resigned unless truly exceptional circumstances are shown by the employee.

Habitual lateness and absenteeism is unacceptable and the employee will be subject to progressive discipline, up to and including termination for cause.

# **SECTION 3: WAGES AND BENEFITS**

## **3.1 Salary, Wages and Deductions**

All employees will be paid on a bi-monthly basis – meaning twice per month, on every second Monday. Where the pay day falls on a weekend or statutory holiday or scheduled office closure, pay cheques shall be prepared and dated for release on the last day business preceding the event. Any adjustments of amounts needed

to be made arising from an employee's timesheet will be made after informing the staff member affected.

Only mandatory deductions such as income tax, Canada Pension Plan, Employment Insurance and court ordered garnishees shall be taken off of an employees pay cheque, unless the employee is exempt due to Indian Status, overpayments of wages by the employer or other amounts prescribed by regulation.

Non-compulsory deductions from pay cheques shall not be taken unless the employee has signed an authorization. An authorization shall be required for each occurrence. Payroll advances for employees will be granted on a limited basis and at the sole discretion of the Band Administrator.

### **3.2 Extended Benefits**

The Employer provides extended health coverage to all eligible employees according to the Band Employee Benefits program.

All eligible Employees shall be offered an opportunity to contribute to a retirement plan as set out with the Band Employee Benefits program – participation is optional for all permanent employees as described by the plan.

The Employer has elected to participate in the Canada Pension Plan (CPP) and by doing so; all Employees subject to eligibility shall contribute to the Canada Pension Plan (CPP).

## **SECTION 4: TRAVEL EXPENSES**

### **4.1 Travel Policies**

Reimbursement for travel expenses shall be governed under the Travel & Accommodation policy which may be amended by the Band Administrator from time to time and as needed.

The purpose of this policy is to create and enforce all guidelines and procedures for the travel-related expenses of the Ashcroft band employees for business purposes. It is this policy's intent to ensure that employees who travel on behalf of the Ashcroft Band are reimbursed for reasonable travel expenses.

This policy is also meant to ensure the fair and equitable treatment of employee by preventing the loss of personal financial funds, as well as protecting Ashcroft Band from abuse of organizational funding or business-related travel.

- 1) All staff travel must be authorized with the Travel Expense Claim Form (Appendix B) by the Director of Operations and travel for the Director of Operations must be approved by Council.
- 2) Employees who are required to travel on Ashcroft Band business will be granted allowances for expenses incurred.
- 3) Staff members that are required by the Ashcroft Band to use their own vehicle in the performance of their duties will be reimbursed for mileage at the rate



established by the Chief and Council.

- 4) The most direct route will be used to calculate allowable expenses:
  - a. The most cost effective mode of transportation will be reimbursed.
  - b. Mileage will only be paid for the person whose vehicle is used.
- 5) An employee planning an out of town trip will be required to submit:
  - a. Request for Travel Advance form with standard daily rate
  - b. Travel Expense Report form confirming actual travel expenses with supporting invoices/receipts attached. Failure to complete the Travel Expense Report could cause future request to be delayed/denied.

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

#### 4.2 Claim Submission

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

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

#### 4.3 Travel Reimbursement

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

#### 4.4 Mileage

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

Mileage shall be paid for travel from the Ashcroft Band offices to the travel destination or place of work and return only, and shall be paid for those miles that constitute the most direct route. No mileage shall be paid for travel from the employee's place of residence to the Ashcroft Band office. Where possible employees that are traveling to the same meeting shall travel together, the responsibility of organizing this scheduling is the responsibility of the department manager and the employees involved. Employees who fail to comply with carpooling when possible may have their mileage claim denied. The current rate is fifty \$0.50 (cents) per kilometer.

#### 4.5 Meals

As approved by Chief and Council from time to time, are outlined on the Travel Expense Claim Form for Breakfast Lunch and Dinner per day, see Appendix "B".

#### 4.6 Incidentals

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

#### 4.7 Air Travel

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

#### 4.8 Accommodation

An employee shall be reimbursed his/her actual expense for commercial accommodation. The Ashcroft Band normally expects an employee to stay in establishments which are conveniently located and comfortably equipped. The use of Luxury accommodations is to be avoided. A receipt must be obtained for this expense. There will be a cap of two hundred and fifty (\$250.00) dollars per night unless authorized by Chief and Council.

### **SECTION 5: PRIVACY**

#### 5.1 Privacy Policy

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

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

#### 5.2 Applicability

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

Personal information is defined as any identifying information about an individual or group of individuals, including name, date of birth, address, phone number,

e-mail address, social insurance number, nationality, gender, health history, financial data, credit card numbers, bank account numbers, assets, debts, liabilities, payment records, credit records, loan records, opinions, and personal views.

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

### 5.3 Appropriate Use

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

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

## SECTION 6: TIME OFF AND VACATION DAYS

### 6.1 Time Off

In the case of illness, an employee is allowed sick leave with pay subject to the following conditions:

- a) A medical certificate or note is required for absences of three consecutive days or more;
- b) Frequent absences for extended periods shall be reviewed with the employee by the Administrator; and
- c) The sick leave entitlement has not been exhausted.

For clarification, time off for sick leave includes any injury that the employee has endured that may or may not have occurred at work or during the performance of work duties.

Full Time Employees accumulate sick leave at 1.25 averaged working day per month to the maximum of 12 days per calendar year.

Part time Employees and Casual Employees earn sick leave-proportional to the time worked of 1.25 days per month equivalency rate.

Sick leave shall not be accumulated from year to year. Sick leave may be claimed by an employee in the case of immediate family member illness. Reasonable time off with pay for medical or dental appointments may be provided and approved by the Administrator as part of sick days if entitled. Any employee who for any reason resigns or whose employment is terminated shall not be entitled to payment for sick leave accumulated.

Sick leave without pay will be granted when an employee is unable to perform work duties due to illness or injury and does not have the necessary sick leave credits. The length of sick leave granted will be at the discretion of the Administrator. Employees are required to complete the necessary sick leave request form, verify sick leave entitlements, and seek administrator approval. In the event, that an employee chooses not to complete the necessary sick leave request form as required prior to each pay period, their absence may be determined as leave without pay.

## 6.2 Vacation Days

Scheduling of vacations will be discussed between the employee and the Administrator. The Administrator shall schedule staff vacations and, when necessary, shall use seniority as a basis for determining the schedule.

Unless otherwise agreed to in writing or stated in an employment agreement, vacation entitlement for Regular Full Time Employees will accrue beginning with the commencement date of employment as follows:

- a) 4% during first year of continuous full-time employment.
- b) Two weeks (4%) after one year of continuous full-time employment.
- c) Three weeks (6%) after four years of continuous full-time employment; and
- d) Four weeks (8%) after ten years of continuous full-time employment.
- e) Vacation pay for all other employees shall be at the rate of 4% unless otherwise stated in Employee contract or prior approval by Chief and Council.

Up to two weeks additional unpaid leave may be taken with vacation time, and shall be approved at the sole discretion of the Band Administrator.

Employee's shall be required to exhaust their vacation time within every fiscal year of operation ending March 31st, and shall not be permitted to carry vacation entitlements over from year to year, unless expressly permitted in writing by the Band Administrator.

The following additional policy statements are made for additional clarity:

- Employees shall not be paid-out for unused holiday entitlements, unless in the event of termination, lay-off or other employment ending conditions and as governed under the Canada Labour Code.
- Employees with unused vacation entitlements, under the authority of the Band Administrator and in order to comply with this policy may be prescribed, directed and required to exhaust vacation entitlements prior to the end of the fiscal year.
- All Employees shall submit their proposed vacation schedule for each fiscal period no later than the last Friday of May for Band Administration review and

consideration.

### 6.3 General Holidays

To qualify for General Holiday pay, an employee shall meet the minimum requirements as set out in the Canada Labour Code.

The following days are designated General Holidays by the Employer and eligible for pay subject to eligibility:

1. New Years Day
2. Family Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Aboriginal Day
7. Canada Day
8. BC Day
9. Labour Day
10. Thanksgiving Day
11. Remembrance Day
12. Christmas Day
13. Boxing Day

In the event that a General Holiday falls on a weekend the Administrator shall determine whether the holiday will be taken on the Friday or the Monday. When a General Holiday falls within an employee's annual vacation period, the General Holiday will be considered a day of work and will not be deducted from the employee's annual vacation allotment.

### 6.4 Parental Leave/Maternity Leave

The Administrator shall grant parenting leave on the birth or adoption of a child in accordance with legislation and regulations set forth in the Canada Labour Code and the Employment Insurance Act.

### 6.5 Leave of Absence without Pay

The Administrator may authorize an employee leave of absence without pay for up to two weeks. Request for this leave must be made by an employee in writing two weeks in advance. An employee on extended leave shall bear the full cost of benefits.

### 6.6 Compassionate Leave

Compassionate leave on the death of an immediate family member may be granted upon request to the Administrator. Immediate family, for the purpose of this policy, is defined as grandparents, parents, spouse, brothers, sisters, children, stepmother, stepfather, and stepchild. Additional immediate family as defined by an individual employee can be recorded in the respective personnel file at the time of hiring and at

each performance evaluation.

For additional clarity, Compassionate Leave may be paid leave, unpaid leave, or a combination of paid and unpaid leave, and shall be determined by the Band Administrator.

## **SECTION 7: CONFLICT OF INTEREST**

### **7.1 Staff Conflict**

It is an expectation that whenever possible, employees shall attempt to resolve issues of conflict or concern, informally by explaining the problem to the person with whom the employee has a situation with. If the circumstances are such that the employee cannot approach that person, he or she may wish to seek the support of the Administrator in resolving the matter.

### **7.2 Conflict of Interest**

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

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

The effectiveness of the Administration depends on community trust. There can be no appearance of or actual conflict of interest involving employees. Honesty and impartiality are essential qualities of employee's. Decisions made and services undertaken by employees' must not be influenced or seem to be influenced by outside matters and influences.

Employee's will not benefit from any business transaction of the band and any information regarding financial matters, plans, upcoming business ventures, clients, prospects, and any other confidential band business shall remain confidential and will not be disclosed to any other person other than band employees who need to know this information.

Employees shall disclose any relationship they have with an outside vendor, business partner, or anyone with a potential business relationship with the band to the Administrator. Any employee knowingly entering into a conflict of interest situation will result in disciplinary action up to and including termination for cause at the discretion of the Administrator.

### **7.3 Employment of Relatives**

The Ashcroft Band recognizes the sensitive nature of having immediate family members (by birth or marriage) employed by the same Band and will take care to avoid difficult situations and perceived conflicts of interest. Relatives of the Ashcroft Band must also meet all employment requirements and qualifications expected of other job applications.

#### 7.4 Resignation

Employees shall provide minimum 2 weeks written notice of their intended resignation, unless agreed otherwise. Pay for vacation credits earned and all other monies owing shall be paid to an employee on the next scheduled pay day. If an employee has taken unearned vacation leave, a prorated amount shall be deducted from any money owing to the employee.

#### 7.5 Discipline

The Ashcroft band, Subject to Sections 7.6 and 7.7 may apply principles of progressive and corrective discipline. If an employee is found to be violation of these policies, other established policies, or the Employment agreement, he or she will be subject to the following disciplinary process:

1. The Administrator shall provide a verbal warning in which the employee will be informed of the conduct in question and advised on what, if any, corrective measures shall be taken; and/or
2. The Administrator shall provide a written warning in the case of a more serious matter and advise the employee of any disciplinary measures that will be taken and any corrective measures that must be undertaken, such as substance abuse counseling or treatment, counseling for anger management, conflict resolution training, or productivity management training.

While not all encompassing, the following is a list of serious misconduct that shall result in disciplinary action by the Employer:

- a) absenteeism;
- b) chronic lateness;
- c) dishonesty;
- d) criminal activity;
- e) incompetence;
- f) theft;
- g) conflict of interest;
- h) willful disobedience;
- i) breach of fiduciary duty;
- j) intoxication and substance abuse;
- k) sexual harassment;
- l) serious violation of these policies;
- m) breach of confidentiality;
- n) assault on another employee;
- o) misrepresentation during the hiring process;
- p) off-duty behavior which interferes with an employee's ability to perform his or her job;

- q) posting slanderous statements or misuse of social networking sites such as Facebook or Youtube that insult or demean the Ashcroft Band, any of its Council or employees.
- r) insubordination, such as disobeying a direct order from the Administrator, behaving in a disrespectful manner to the Administrator or carrying out duties in the opposite manner than was directed, publicly embarrassing the Administrator or the Council or making inappropriate verbal comments about about the Administrator or Council in a way that is disloyal or insulting.

#### 7.6 Disciplinary Action

The Administrator may suspend an employee immediately, for a period of up to three weeks with or without pay for serious misconduct. The reasons for a suspension shall be provided in writing to the employee and placed in the employee's file. The Administrator shall notify Chief & Council of a suspension and the reasons for a suspension.

#### 7.7 Termination of Employment for Just Cause

For any serious misconduct of an employee, the Administrator may dismiss an employee for just cause without notice or severance. The Administrator has the final authority and responsibility for the dismissal of an employee for just cause.

#### 7.8 Termination

When it is necessary to terminate employment, written notice shall be given or payment of salary in lieu of notice shall be provided to comply with the Canada Labour Code.

The Employer reserves the right to terminate any employee for any reason provided that the employee is given the minimum notice (or pay in lieu of notice) and severance pay as prescribed under the Canada Labour Code.

### **SECTION 8: HARASSMENT**

#### 8.1 Harassment Prevention

All employees are expected to conduct themselves so as to maintain a work environment free of harassment. Harassment by an employee is a serious form of misconduct for which an employee may be disciplined, up to and including dismissal.

The Administrator shall investigate and resolve any complaint of harassment by an employee in accordance with the Canadian Human Rights Act, Canada Labour Code and Canada Occupational health and Safety Regulations and follow the grievance procedure outlined in this policy.

#### 8.2 How to Identify Harassment

Harassment is any behaviours that demeans, humiliates, intimidates, instills fear or embarrasses a person, and that a reasonable person should have known would be



unwelcome. It includes actions (e.g. touching, pushing), comments (e.g. jokes, name-calling, unwelcome sexual comments), or displays (e.g. posters, cartoons, offensive material of a sexual nature). It may be a single incident or continue over time. The Canadian Human Rights Act protects employees and people from harassment that is related to their race, or ethnic origin, colour, religion, age, sex, marital status, family status, disability, pardoned conviction, or sexual orientation.

### 8.3 Harassment in the workplace

Employees who believe they have been treated in an improper, offensive or discriminatory manner are expected to communicate their disapproval or unease to the offending party either directly or through a supervisor or manager.

Supervisors are expected to intervene promptly when they become aware of improper or offensive conduct or discrimination and to involve the parties in resolving the problem.

Any situation involving harassment and discrimination should be handled in a confidential and professional manner and with respect to all parties involved. All staff are expected to address not only the needs of the parties but also the needs of the working unit as needed in order to re-establish harmonious working relationships.

### 8.4 Sexual Harassment Prevention

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

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

Employees have the right to a workplace that is free from sexual harassment. This Ashcroft Band has a zero tolerance for sexual harassment against workers.

### 8.5 The Complaint Process

Upon receipt of the complaint, the Band Administrator (or his/her substitute) acknowledges receipt of the complaint in writing to the complainant. The Band Administrator (or his/her substitute) informs the respondent that a complaint has been received and provides him/her with the particulars of the complaint in writing, including allegations. The respondent has an opportunity to put forward in writing, any information he or she feels is relevant to the situation.

The Band Administrator (or his/her substitute) then reviews the complaint and may seek additional information to determine the facts. If it is determined that the complaint is not related to harassment or discrimination, the Band Administrator (or his/her substitute) will make recommendations with respect to resolution of the problem.

The Band Administrator (or his/her substitute) prepares a written report of the investigation and his/her findings and presents the written report to the Ashcroft Band Council.

The Ashcroft Band Council along with the Band Administrator (or his/her substitute) decides what corrective action and or disciplinary measures if any are warranted. The report is provided to both the complainant and the respondent. Where applicable the respondent and the complainant's supervisor(s) are advised of the outcome and may be involved in the corrective action or resolution proposal.

## **SECTION 9: BAND VEHICLE**

### **9.1 Band Policy**

This policy outlines the guidelines, procedures and general information regarding the applications and administration of vehicle usage. This policy is not to be construed as a contract and the Band reserves the right, in its sole discretion, with or without notice, to make changes in the policy or its application, as deemed appropriate. The Vehicle Policy applies to all locations and personnel that utilize a personal vehicle for work or are assigned Band vehicles. The primary goal of this policy is to assist in understanding the options and responsibilities, outline the procedures and guidelines to administrate, maintain Band vehicles and outline procedure.

### **9.2 Band Vehicles**

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

### **9.3 Driver**

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

As a condition of employment the employee is required to maintain a valid driver's license at all times, and to provide a Driver's Abstract upon request. The Band will reimburse Employees for parking fees on submission and approval of appropriate receipts and expense reports.

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

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

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

#### 9.4 Fuel and Maintenance

Employees may receive a fuel credit card which is to be used for all work related vehicle purchases. Absolutely no personal purchases are to be made on the Ashcroft Band credit cards. The vehicle is to be maintained according to the schedules and guidelines provided by Ashcroft Band.

#### 9.5 Vehicle Care & Appearance

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

The Band supports a No Smoking policy in all facilities. As an extension of this policy, a courtesy for future drivers of the vehicles and to maintain market values for its vehicles, smoking is not allowed in Band vehicles. No attachments are to be installed on or inside the vehicles, including the installation of a radio, antennae, cellular phone, stereo, CB, etc. where permanent and visible alterations are necessary.

Bumper stickers, signs etc. are not to be affixed to vehicles except those authorized and issued by the Band or required by federal, provincial or local law.

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

#### 9.6 Band Insurance

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

#### 9.7 Accident Reporting/ Break In & Theft

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

#### 9.8 Accident Repairs

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

**Ashcroft Indian Band****TIME SHEET****Employee Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_**Pay Commencing:** \_\_\_\_\_ **Pay Ending:** \_\_\_\_\_

Day:	Date:	Start Time:	End Time:	Reg. Hours	Lieu Hrs	Lieu Hrs Taken	Total Hrs.
Sunday							
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Saturday							
Sunday							
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Saturday							
						<b>Total:</b>	

I certify that I have worked all the hours indicated and that this Time Sheet is correct.

**Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

I certify that the hours recorded on this Time Sheet are accurate.

**Administrator Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ASHCROFT BAND  
TRAVEL EXPENSE CLAIM FORM**

NAME: _____	POSITION: _____
PURPOSE OF TRIP: _____	
TRAVEL FROM: _____	TO: _____
DEPARTURE DATE: _____	RETURN DATE: _____

**DEPARTMENT (PLEASE CHECK ONE):**

_____ CHEIFS COUNCIL	_____ FISHERIES	_____ SPECIFIC CLAIMS
_____ FORESTRY	_____ SOCIAL SERVICES	_____ OTHER

**TRAVEL COSTS:**

KILOMETERS: _____	@ \$0.50 / K.M.	=	\$ _____
AIR COST: _____		=	\$ _____

**ACCOMODATIONS: (PRIVATE ACCOMMODATIONS: \$30.00/NIGHT)**

**\*\* NOTE RECEIPTS ARE REQUIRED**

DAYS _____	@ \$ _____	=	\$ _____
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**MEALS & INCIDENATLS:**

BREAKFAST _____	@ \$14.00	=	\$ _____
LUNCH _____	@ \$15.00	=	\$ _____
DINNER _____	@ \$35.00	=	\$ _____
INCIDENTALS _____ (INCLUDING PARKING)	@ \$20.00(COMMERCIAL)	=	\$ _____
SUBTOTAL		=	\$ _____
LESS ADVANCES		=	\$ _____
TOTAL AMOUNT CLAIMED		=	\$ _____

IS IT REIMBURSABLE? \_\_\_\_\_ YES \_\_\_\_\_ NO

IF YES, FROM WHO? \_\_\_\_\_

\*\*\*\*PLEASE ATTACH DOCUMENTATION AS TO WHO THE FUNDS ARE BEING REIMBURSED FROM

\_\_\_\_\_  
SIGNATURE OF CLAIMANT

\_\_\_\_\_  
AUTHORIZING SIGNATURE/DATE

**APPENDIX B: ASHCROFT BAND TRAVEL EXPENSE CLAIM FORM**