



Hupacasath First Nation Human Resources Policy

May 26, 2009

This policy was approved on _____, 2009

Chief Councillor _____

Councillor _____

Councillor _____

This policy comes into effect on the above date.

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Definitions

- **HFN** – Hupacasath First Nation
- **CEO** – Chief Executive Officer or his/her designate
- **Council** – the duly elected Chief and Council of the Hupacasath First Nation
- **Immediate Family member** – mother, father, brother, sister, spouse or common law partner or a child of you or your spouse/common law partner
- **New Position** – A New Position is a job description and posting that has never existed before or ceased to exist for more than one fiscal year
- **Temporary Position** – A position or job that is created for a fixed period of time generally 12 months or less.

Employee types

- **Manager – as defined by the Federal Labour Code**
- PFT – Permanent Full time, hours exceed 25 hours/week for an expected term of longer than twelve months
- PPT – Permanent Part time, hours on average are less than 25 hours/week for an expected term of longer than twelve months
- TFT – Temporary Full time, hours exceed 25hours/week for an expected term of less than twelve months
- TPT – Temporary Part time, hours on average are less than 25 hours/week for an expected term of less than twelve months
- Casual – employee works on an on-call basis

Managers are exempt from the following sections of this policy:

- 3.6.2 – Overtime
- 3.4.1 – Group Benefits
- 3.4.2 – Pension Plan
- 3.4.3 –Medical Service Plan
- 4.2 – Annual Leave

*These will be negotiated separately in the terms of their contract

1. Recruitment and Personnel Selection

1.1 General

It is the policy of the Hupacasath First Nation to promote fairness and equal employment opportunity in the recruitment and selection of employees.

The Hupacasath First Nation shall make every reasonable effort to employ the best and most qualified applicant, in accordance with the approved position description and qualifications. In a case where there are equally qualified First Nation and non-First Nation candidates, HFN will apply a preferential First Nation hiring policy.

To avoid conflict (and nepotism) with immediate family members, where possible no employee shall be hired into a position where the direct supervisor is a family member.

As per the HFN Conflict of Interest policy members of the Personnel Committee must declare a personal conflict of interest and withdraw from the Committee where the general list of candidates includes a member of their **Immediate Family**, or any other person where it will be perceived as a conflict of interest.

All Applicants must submit to a criminal record check for positions that involve working with children. The Personnel Committee may also require a criminal record check for other sensitive positions.

1.2 Coordination of Employment

The hiring of all Hupacasath personnel shall be coordinated by the **CEO**

1.3 Authority to Hire, Promote or Reclassify Employees

The authority to hire Hupacasath First Nation employees shall be as follows:

- The Personnel Committee shall make recommendations on the hiring of all positions for a period greater than three (3) months. All recommendations made by the committee must be approved by **Council**. When Council disagrees with the Personnel Committee's recommendations, written rationale stating the reasons for their decision will be provided.
- The **CEO** shall have the authority to hire all personnel into **Temporary Positions** for a period of employment of less than three (3) months.
- **Council** shall have the responsibility for the interviewing of candidates for the position of **CEO** and approving the hiring of the **CEO**. Council may or may not utilize the Personnel Committee or any other individuals as a resource during the CEO hiring process.

1.4 Contracts for Service

The Personnel Committee shall have the authority to retain the services of Contractors on a Contract-for-Service for a period of greater than three (3) months. The **CEO** shall have the authority to retain the services of Contractors where the contract period is for three (3) months or less. Contractors shall not be considered as employees and are therefore not governed by the Human Resource Policy.

1.5 Personnel Committee

Composition of the Personnel Committee

- 3 **Council** appointed community members
- 1 **Council** member
- **CEO**
- Other relevant resource specialists (maximum 2) as approved by the **CEO**

2. The Hiring Process

2.1 Permanent Positions

Responsibilities of the **CEO**:

- Drafting the position description and the required qualifications
- Advertisement of the position
- Short listing candidates
- Providing feedback on the recommended candidates references

Responsibilities of the Personnel Committee:

- Reviewing and understanding the position description and required qualifications
- Interviewing the short listed candidates
- Recommending one or more suitable candidate(s) to **Council**

2.2 Competitions/Advertising

The position will be posted as follows:

- To encourage human resource development and advancement, all permanent employment vacancies will be a Closed Competition for existing **HFN** employees. The closed competition will run for seven (7) working days after the position is posted. Reasonable attempts must be made to communicate the posting to all existing employees including a display of the posting in an accessible visible area within the Hupacasath office.
- If no suitable candidate for a permanent position is identified in the Closed Competition, the posting will become an Open Competition. The Open Competition will run for a minimum of ten (10) working days. All Open

Competition postings will continue to be posted in the Hupacasath office and also in any other media as considered necessary.

- All postings must include a description of the position and required qualifications.
- If the personnel committee is unable to recommend a suitable candidate for a position then the position may be reposted. If the reposting is within three months of the original posting date then the Open Competition procedures will be followed as described in Point 2. If the reposting is after three months of the original posting date then the reposting must follow first the Closed Competition procedures described in Point 1 and then the Open Competition procedures.

2.3 Temporary and Casual Positions

The **CEO** is authorized to hire personnel into **Temporary Positions** for a period of no more than three months and Casual Positions. Preference will be given to suitable existing and previous employees.

The posting for such positions will be an Open Competition. The Open Competition will run for a minimum of five (5) working days.

For **Temporary Positions** in excess of three months, the Open Competition will run for a minimum of ten (10) working days. All Open Competition postings will continue to be posted in the Hupacasath office and also in any other media as considered necessary.

2.4 Candidate/Employee Selection

The selection of new employees and the promotion or reassignment of existing employees shall be based on qualifications including but not limited to:

- education
- training
- relevant experience
- personal qualities/suitability
- previous job performance
- other relevant criteria

2.5 Documentation

All offers of permanent and temporary employment must be made in writing and signed by the **CEO** of **HFN**. The offer should include, but is not limited to: Position description and responsibilities, start date, term of employment (if applicable), starting wage, holidays, description of probation period, available benefits and any other arrangements agreed to with the candidate.

3. Personnel Policies

3.1 Documentation Requirements

All employees must:

- Provide a valid SIN
- Complete a TD1 and BCTD1 form, as requested by the finance department
- Provide accurate banking information to allow for direct deposit of pay cheques
- Sign a confidentiality agreement (Appendix A)
- Read and sign the **HFN** Personnel Policy

3.2 Probation

All employees shall be subject to a minimum 3 months initial probation period from the date of employment. The probation may be extended at the discretion of the **CEO**.

The probationary employee may either resign or be discharged anytime during the first ninety (90) days of the probationary period without either party being required to give advance notice or cause.

A performance appraisal will be completed by the **CEO** and reviewed with the employee prior to the completion of the probationary period.

3.3 Statutory deductions

All statutory deductions including Canada Pension Plan (CPP), Employment Insurance (EI) and Income Taxes will be made in accordance with Canada Revenue Agency requirements.

3.4 Non-statutory benefits and deductions

All permanent employees are entitled to be covered under the Hupacasath First Nation Group Benefits Plan and participate in the Hupacasath Pension Plan the first month following the end of the probation period.

3.4.1 Group Benefits

The Group Benefits Plan is 100% paid by the Hupacasath First Nation and available for all Permanent employees effective the 1st month following the end of the probation period. For Permanent Part Time employees benefits are available after a year of employment. The plan includes:

- Short-term disability insurance
- Long-term disability insurance
- Life insurance
- Vision care
- Extended health
- Dental

Details of this plan shall be provided in a booklet. The coverage may change from time to time due to changes of the plan provider.

3.4.2 Pension Plan

The pension plan is available to all Permanent employees in the first month following the end of probation. For Permanent Part Time employees benefits are available after a year of employment. 5% of your gross salary is withheld from each pay cheque and contributed into an account with the company Pension Plan provider. Your contribution is matched by the Hupacasath First Nation.

3.4.3 Medical Service Plan

Permanent employees who are required to pay BC Medical Service Plan premiums for themselves and/or their spouse or children will have these premiums paid by the Hupacasath First Nation commencing the first month following the end of probation for the period of their employment.

3.5 Termination of employment

3.5.1 Voluntary Separations

Voluntary separations are initiated at the request of the employee. An employee who voluntarily resigns must notify the **CEO** in writing at least ten (10) working days in advance of the employees final work day, unless otherwise agreed upon in writing by the employee and **CEO**.

3.5.2 Involuntary Separation

An employee who is discharged will be regarded as separated from employment with the First Nation with no seniority, recall or other rights. The Hupacasath First Nation initiates involuntary separations for one of the following reasons:

- Lack of funds
- Shortage of work or the termination of a program
- Just cause – employee conduct listed as reasons for disciplinary actions

3.5.3 Compensation for Length of Service (Severance Pay)

After three months of consecutive employment, if an employee is terminated without just cause, they are eligible for compensation, written notice or a combination of the two as follows:

- After three months – one week
- After one year – two weeks

- After three years – the greater of one week for each completed year of employment to a maximum of eight weeks or 2 days for each year of completed service.

Employees at the end of a fixed term employee contract are not eligible for compensation.

No compensation or prior notice is required when an employee quits, retires or is terminated for just cause.

3.5.4 Holiday pay and sick pay

Upon separation, an employee shall be paid any accrued annual leave but not accrued annual sick leave. The employee may be required to take accrued annual leave before the effective date of separation.

3.6 Hours of Work and Overtime

3.6.1 Standard Work Hours

Standard work hours are from 8:00 a.m. – 4:00 p.m. with one (1) hour for lunch. Standard work week is Monday – Friday each week (35 hours)

Staff may request an adjustment of these hours of work from the **CEO**, provided that all operational requirements are met.

If employees on paid time are absent from the work place, their whereabouts shall be reported to their supervisor and recorded on the “TRACKING BOARD” in case of emergency.

3.6.2 Overtime

Overtime is considered to be any hours in excess of a standard work day or work week and must be approved by the supervisor or **CEO** in advance.

Non management employees working approved overtime (unless under an averaging agreement) are entitled to bank or be paid these hours at the following rates:

Daily overtime

- Under 8 hours/day – at straight time
- 8-12 hours/day – at time and a half

Weekly overtime

- Over 40 straight-time hours/week – at time and a half

3.6.3 Banked time

Banked time may only be accumulated to a maximum of thirty-five (35) hours.

Employees wishing to take time off using their banked time must apply in writing to the supervisor or **CEO** at least three (3) days in advance, unless the leave is for an emergency. Permission will not be withheld unreasonably.

3.7 Confidentiality

All employees will respect confidentiality of information received or gained in the course of their employment with the Hupacasath First Nation and sign the attached confidentiality agreement. See Appendix B

4. Leave Policies

Leave is defined as any absence, with or without pay, which is authorized by the **CEO**.

All employees shall complete a Leave of Absence form as far in advance as possible and submit to their supervisor for approval. In emergency situations, the Leave of Absence form shall be completed upon the employees return.

4.1 Bereavement Leave

All permanent and temporary employees are entitled to five (5) consecutive days leave with pay for deaths in the **Immediate Family**. For the death of a grandchild, aunt, uncle, grandparent, mother-in-law, father-in-law, brother-in-law, and sister-in-law employees are entitled to three (3) consecutive days leave with pay.

An employee may submit a request to the CEO for up to (3) days of bereavement leave for the death of an individual other than those listed above.

4.2 Annual Leave

Annual Leave refers to those holidays earned by an employee during the twelve (12) month period following his/her date of employment, and each twelve (12) month period thereafter. The **CEO** must approve annual holidays. An employee shall not be granted more annual leave than has been accrued as follows:

1st & 2nd year = 10 days, 4%
After 2nd year = 15 days, 6%
After 5th year = 20 days, 8%
After 10th year = 25 days, 10%

All employees must take annual holidays, as prescribed, in time off and not by way of cash payment.

4.3 Statutory Holidays

The following days shall be recognized by the First Nation as Statutory holidays;

- New Years Day
- Good Friday
- Easter Monday
- Victoria Day
- Aboriginal Day
- Canada Day
- BC Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

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

4.4 Fish Days

After December 31st in the employees first year of employment, and every calendar year thereafter, Permanent Hupacasath employees shall be granted two (2) days of personal leave with pay. Unused fish days may not be carried forward to a subsequent year.

4.5 Elections

If there is a Federal, Provincial or Hupacasath First Nation election, all Hupacasath First Nation employees if necessary will be provided time off work to attend the polls.

4.6 Sick Leave Policy:

Sick Leave is available to employees after one year of service and will be accumulated at 1.5 days per month to a maximum accumulation of 18 days.

- Sick Leave may be used for personal illness, injury, an addition to parental leave or for compassionate leave, as described in this section.
- Sick Leave credits shall not be paid in cash to employees upon termination of employment.
- An employee may not borrow against future sick leave credits.
- Wages will not be paid if an employee is sick for more days then he/she has accrued.
- An employee who is absent for more then three (3) consecutive work days due to illness or injury, shall be required to present a physician's statement.
- For permanent part-time employees the amount of sick days will be prorated based upon the number of hours worked.

4.7 Special Events

Christmas Office Closure

HFN has traditionally had an office closure during the Christmas Holidays. The duration of any closure will be determined by **Council** on a year to year basis.

This closure is unpaid. Employees may choose to request an equivalent amount of vacation pay for the period of the unpaid closure.

Any hours worked during the Christmas Office Closure must be approved in advance by the **CEO**.

4.8 Pregnancy/Parental Leave

Pregnancy leave - A pregnant employee may take up to 17 consecutive weeks of unpaid leave. This leave may be extended by up to six weeks if she is unable to return to work for reasons related to the birth or termination of the pregnancy.

Parental leave – A birth mother who has taken pregnancy leave is entitled to up to 35 consecutive weeks of unpaid leave. A birth mother who has not taken pregnancy leave is entitled to take up to 37 weeks of unpaid leave.

A birth father or adopting parent is entitled to up to 37 consecutive weeks of unpaid leave. This leave may be extended by up to five weeks if the child requires additional period of parental care.

Accumulated vacation can be used consecutively with pregnancy or parental leave. Accumulated sick time may also be used consecutively with pregnancy or parental leave.

A Physician's statement may be required for employees who require greater leave than that described in the policy.

Birth parents should try to give at least eight weeks written notice of their intention to take parental leave.

4.9 Emergency Leave

At the discretion of Council, Emergency Leave with Pay may be granted due to extreme natural disasters which make remaining in the workplace unsafe or prevent an employee from reporting to work.

4.10 Compassionate Leave

An employee may submit a request to the CEO for Compassionate Leave for a sickness or injury in the employee's **Immediate Family**.

Compassionate Leave may be deducted from the employee's remaining sick days.

4.11 Leave Without Pay Policy

The **CEO** may grant an employee Leave without Pay for a period not exceeding two (2) weeks. A request for a period of more than two (2) weeks requires the approval of **Council**.

4.12 Leave to attend Alcohol/Drug Treatment Centers

Employees may submit a written request to their supervisor for a leave of absence to attend a treatment center. The supervisor shall immediately forward the written request to the **CEO** who shall present it to **Council** for consideration.

Requests for a Leave of Absence to attend a Treatment Center may be granted with or without Pay depending on circumstances.

- 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 scheduled return from treatment.
- Leave of Absence with Pay shall be for a maximum of three (3) weeks.

The employee must provide confirmation of registration at a treatment facility and also confirm the date they will be returning to work.

5. Disciplinary Actions

Disciplinary action may take some or all of the following escalating steps:

- Verbal warning from Supervisor/**CEO**
- Written warning from Supervisor/**CEO**
- Written warning to employee and employee placed on probation
- Written warning to employee and suspension without pay for a period established by the **CEO**.
- Termination

The extent and seriousness of an offence may determine the need to bypass any or all of the first four steps above. For example, an employee who reports to work under the influence of alcohol or drugs will be terminated without warning. On the other hand, an employee who is being disciplined for a lesser offence would normally be subject to each step of the disciplinary process.

The **CEO** will have the authority to initiate any level of discipline for just cause including termination of employment.

Causes for disciplinary action include but are not limited to:

- a) Disclosing of confidential information and or inciting dissent within the community related to **Council** sanctioned functions or programs.
- b) Insubordination (willfully not performing duties)
- c) Neglect of duty
- d) Tardiness – several times in a (1) month period
- e) Unauthorized absence
- f) Falsifying information
- g) Being under the influence of alcohol or illicit drugs (controlled substances) on the job
- h) Falsifying records
- i) Theft or abuse of Hupacasath First Nation property or assets
- j) Failure to perform job duties specifically listed in the employees job description
- k) Willful mistreatment of community members, visitors or co-workers
- l) Compromising the health or safety of community members or co-workers

5.1 Probation

A personal interview will be completed and shall explain clearly the reasons for the probationary period, the standards of judging the employee's improvement, and the actions to be taken if the deficiencies are not corrected within the stated period of probation. The maximum length of probation is thirty (30) days, after which a conference must be held with the employee to determine if a new probation period is necessary. The written notice shall be given to the employee, a copy retained by the **CEO**, and a copy signed by the employee placed in the employee's personnel record.

5.2 Suspension

The **CEO** may suspend an employee without pay for up to ten (10) working days. An employee may appeal any suspension greater than 5 days to **Council**.

5.3 Appeals

An employee can appeal a disciplinary action or an unsuccessful employment or promotion application. The appeal should be directed to the **CEO** in writing, within three (3) working days of the communication of the decision in question. If the result of this procedure is not satisfactory to the employee, then the appeal should be directed to **Council**.

5.4 Grievance Procedure

Employees with complaints or questions regarding their duties, wages, hours or working conditions, should submit them to the **CEO**, in writing. The **CEO** will provide a written response to any written grievance within five (5) working days.

If the result of this process is not satisfactory to the employee, then the written grievance can be directed to **Council**.

5.5 Alcohol and Drugs

HFN has a no tolerance policy regarding alcohol and illicit drugs. To ensure the safety of all employees and the general public no **HFN** employee shall come to work or be at work, (including meal breaks and/or rest periods), while under the influence of alcohol, or in an impaired or “hung over” condition.

An employee who is discovered to be consuming alcohol while on duty, during a meal break or rest period or who reports for work intoxicated will be terminated.

5.6 Code of Conduct

Each employee of the First Nation shall among other things, perform all duties assigned to him/her in a matter that will be of credit to the community and its programs.

The conduct of employees must not bring the HFN into disrepute. Employees’ actions should instill confidence and trust that the HFN is upholding the interests of its customers and public. Employees must avoid situations which violate HFN’s policies or result in public perception that a violation or unacceptable conduct has occurred.

In the performance of their work responsibilities, all employees must comply with the applicable laws of British Columbia, Canada, WCB, and other applicable agencies, as well as the policies, values, and principles of the HFN.

All employees must display the highest standard of personal conduct: while employed by **HFN**, representing **HFN**, and during any activity within or outside the **HFN’s** offices. An employee displaying conduct unbecoming to **Council** shall be subject to disciplinary action. Such conduct includes anything that would cause embarrassment or liability to the **HFN**, whether registered formally or informally.

5.7 Conviction of Criminal Offence

An employee who is convicted of a criminal offence or who engages in criminal activity, such that the offence or activity harms the reputation or compromises the reputation of the Hupacasath, its related entities/businesses, or any of its First Nation members, or where the activity or offence interferes with an employees ability to perform his/her tasks, may be terminated.

6. Other Policies

6.1 Meeting Attendance

Employees may be required to attend **Council**, community or other meetings outside of regular work hours.

6.2 Driver's License and Vehicle

Employees may be required to have as a condition of employment, continuous access to a dependable vehicle and a valid Class 5 Driver's License.

Any personal vehicle used for Hupacasath business must carry an appropriate level of insurance.

6.3 Company Vehicles

No employee is authorized to use a Hupacasath owned motor vehicle or other equipment without having the **CEOs** and/or **Councils** approval. An employee who is using a community owned vehicle must have a valid Class 5 driver's license and comply with government regulations as well as the Hupacasath Vehicle Use Policy.

6.4 Use of Computer Internet Services

Employees may use the internet service on office computers during work hours for work related purposes only. At no time shall any employee be utilizing the internet to access non work related sites.

6.5 Travel and Insurance

For travel beyond the normal range of an employee's duties, employees must obtain authority from their supervisor or the **CEO** prior to making arrangements for their trip.

Employees must carry the required insurance on any vehicle used to travel on community business.

All travel expenses shall be paid according to the rate schedule approved by **Council**

- Travel advances are available as specified in the **HFN** Finance Policy

- Claims for breakfast may be made on the day of departure, if you leave before 7:00 a.m. Claims for dinner may be made on the day of return, if you arrive home after 7:00 p.m.
- Claims for incidentals may only be made for a stay away from home of at least one night.
- Reimbursements for any travel costs not covered under the rate schedule, will be paid only when receipts are submitted and approved by the **CEO**.
- Travel expense claims will be processed and paid before the end of following week. All claim forms will be reviewed by the **CEO**. If your claim is incomplete, it will be returned to you for completion.

6.6 Staff Training

Employees are encouraged to improve their qualifications and capabilities by attending courses and seminars. This may be done in the following ways:

- Employees may request courses that they feel would increase job performance or provide personal development to the **CEO** for approval. Alternatively, the **CEO** may recommend a course for an employee.
- Each permanent employee is entitled to three days per year, with pay, to attend approved courses. **HFN** may cover a portion of the tuition and travel costs depending on the relevance of the course.
- Staff meetings will be held regularly to ensure an exchange of information between departments and to communicate health, safety, and other workplace issues.
- **HFN** may also provide in-house courses to provide further professional development.

6.7 Payroll

HFN has a biweekly payroll running from Monday to Sunday. Timesheets are due in the administration office by noon on the Monday following the pay period cut off.

Wages are paid by direct deposit on or before the Friday following the pay period cut off.

6.8 Wage rates

Appendix D sets out the wage scale for current positions. This wage scale will be reviewed on an annual basis and can only be changed with approval from **Council**.

Certain positions may be exempt from the wage scale, based on required advanced qualifications such as:

- Graduate certificate or diploma from an accredited post-secondary institution, directly related to the position the employee occupies
- Professional designation
- Equivalent work experience history directly related to the position
- A combination of the above may be considered providing both the post-secondary training and the work experience are in the same related field.

Any positions considered exempt from the wage scale must be approved by **Council**.

Appendix A: Individual Confirmation of Reading and Understanding

TO: Hupacasath First Nation Council

FROM: _____

DATE: _____

This will confirm that I have received and examined a copy of the Hupacasath First Nation's Personnel Policies.

I am familiar with the terms and conditions expressed in the Policies document and undertake to respect and abide by the conditions expressed therein.

Employee Signature

Appendix B: Oath of Confidentiality

OATH OF CONFIDENTIALITY

I, _____, do hereby declare and affirm that I will faithfully, to the best of my abilities, carry out my duties as an employee of the Hupacasath First Nation's office.

I will not disclose any and all information obtained in the course of my duties as an employee of the Hupacasath First Nation's office.

Any confidential information which may be known to me by reason of my association with the Hupacasath First Nation 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 Hupacasath First Nation, shall remain confidential.

Name of Employee

Signature

Date

CEO:

Signature

Date

Appendix C: Workplace Behaviour – Standards of Conduct

Workplace Behaviour – Standards of Conduct and Behaviour

Appropriate Conduct and Behaviour includes but is not limited to:

- Adherence to HFN policies, practices and procedures;
- Competent performance of all job duties assigned;
- Prompt and regular attendance at work;
- Courtesy to and respect for co-workers, customers, suppliers or any other person who deals with the HFN in the conduct of its business;

Inappropriate Conduct and Behaviour includes but is not limited to:

- Loitering or loafing;
- Leaving work without supervisor's permission;
- Using obscene, abusive language;
- Spreading malicious gossip or rumours;
- Harassing, threatening, intimidating, coercing any person at any time;
- Horseplay or throwing objects;
- Reporting to work or working under the influence of alcohol, drugs, or prohibited substances;
- Creating or contributing to unsanitary conditions;
- Insubordination;
- Excessive personal use of telephones or computer;

Unacceptable Conduct or Behaviour includes but is not limited to:

- Possession, consumption or use of alcoholic beverages or illegal substances while on HFN premises;
- Wilful violation of safety rules and procedures;
- Wilful neglect and/or mishandling equipment and machinery;
- Unsafe driving of HFN vehicles;
- Theft and/or falsification of HFN records (including time cards);
- Indecency;
- Fighting;
- Poor or careless work;
- Sleeping while on duty.

Unacceptable conduct could result in disciplinary action up to and including termination without notice or pay in lieu thereof.