

TSAY KEH NE CHELEH RANCH

HUMAN RESOURCES POLICY

May 23, 2019

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DEFINITIONS

Casual Employee: Any person employed on a short-term basis to work on specific short-term or seasonal projects. Any employment term less than three months shall be considered a casual hire.

Community Member: A non-Band member cohabiting with a Band Member in a married or common-law relationship for at least one (1) year; and the non-band member children of that union. This applies both on and off reserve.

Member / Band Member: Any person who is registered on the most current WMFN Registry List.

Regular Employee: An employee that works more that 28 hrs/week and receives an hourly wage.

The Ranch: Tsay Keh Ne Cheleh Ranch Ltd.

WMFN: West Moberly First Nations

1. APPEALS

Objective:

To protect the right of all Tsay Keh Ne Cheleh Ranch employees to appeal a decision that affects them directly.

Application and Scope:

Tsay Keh Ne Cheleh Ranch regular and casual employees.

Policy:

Any employee may appeal an action that has affected them directly.

Actions that may be appealed include, but are not limited to, Job Performance Evaluation, Disciplinary Action, Wage or Salary Adjustment, change in job duties, change in hours of work, change in authority.

Grounds for an Appeal:

An individual may appeal a decision made when the appeal falls under one or more of the following categories:

- The policy was not applied which impacted the outcome of the decision being appealed.
- There was a lack of procedural fairness which impacted the decision being appealed (i.e. any procedural error, improper investigation, or discrimination).
- New information has come to light rendering the original decision unreasonable in light of the new information presented.
- The policy cannot be rationally supported or there is a defect in the policy which is immediate and obvious.

Procedure:

Level 1

An employee who wishes to submit an appeal must submit a written request stating specifically the action that is appealed and why. The written request for appeal must be submitted to the Ranch Manager within 10 working days of the action being appealed.

The Ranch Manager shall provide a written response to the appeal within 10 days of receipt of the appeal. The response will either state a reconsideration of the action or rationale for denying the appeal. If the appellant agrees with the response, the matter is closed.

Level 2

The employee may appeal the Ranch Manager's response to the appeal if there is dissatisfaction. This appeal must be submitted in writing to the Board of Directors. This appeal must provide a copy of the original appeal, and the Ranch Manager's response.

A response of the Board of Directors will be given within 10 days. The decision of the Board of Directors is final.

2. AMENDMENT AND APPROVAL PROCESS

It is a basic management right for the Board of Directors to implement policies.

However, these policies must conform to the following criteria:

- they cannot conflict with legislative requirements
- they cannot adversely affect an employee's rights under labour legislation (BC Labour Relations Act; BC Employment Standards Act; Human Rights Act)
- they must be reasonable and administered consistently and fairly
- they must have been communicated clearly to the employee; and
- they cannot infringe upon the personal liberty of the employee, unless such rules are essential to meet conditions of the job or workplace.

New policies and amendments to policies are not valid until approved by the Board of Directors as evidenced by their signatures.

If any policy is found to be contrary to applicable law, the applicable law will take precedence.

3. CONFIDENTIALITY

Objective:

To protect confidential information related to employees and those doing business with Tsay Keh Ne Cheleh Ranch THE RANCH.

Application and Scope:

Tsay Keh Ne Cheleh Ranch regular and casual employees, and contractors.

Policy

The Ranch respects each employees and customer's need and legal right to privacy. The Ranch is committed to abiding by all relevant legislation pertaining to the protection of personal information.

Personal Information

Personal information means identifiable information about an individual but does not include work product information or contact information.

Employee personal information means information about the employee that is collected and used to establish, manage or terminate any employment relationship.

Officer

The Ranch has appointed a privacy compliance officer. The Ranch Manager is the compliance officer for The Ranch. If you have any concerns regarding the collection or use of private information, or you wish to access any of your own personal information kept by The Ranch, please contact him/her. He/she will respond in accordance with the legislative requirements.

Use of Information

In accordance and compliance with these legislative requirements, The Ranch will collect, use and disclose personal information and employee personal information of employees only in accordance with generally accepted business practices and for legitimate corporate purposes including, but not limited to establishing, and managing employee relationships with The Ranch

No employee of The Ranch is authorized to release any personal information except in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) or other applicable legislation. Generally, this means that no employee may release any information without the consent or deemed consent of the individual unless there are extenuating circumstances such as legal requirements or medical emergencies. No one should release any personal information without speaking to the Privacy Officer.

Access

Subject to some exemptions as set out in privacy legislation, individuals have access to review their personal information as stored by The Ranch. To review the personal information collected by The Ranch, contact the Privacy Officer. A response will be provided within 30 days.

- The Ranch shall disclose how the personal information has been used.
- If access to any information is denied, a rationale will be provided.
- If there is incorrect information, please inform the Privacy Officer.

Security

The Ranch is committed to the secure storage of personal information. Only the Ranch Manager shall keep personal files. Those files must be kept under lock and key.

Customer Privacy

The confidentiality of customer information is also of prime importance. Employees are restricted from accessing any personal information about a customer except for the purposes of fulfilling job duties. Employees shall not release this information to any other party except for the purpose of fulfilling job related duties. Employees must keep all personal information stored in a secure location.

4. CONFLICT OF INTEREST

Objective:

To define conflict of interest and to provide guidelines which will prevent any perceived or real conflict of interest and ensure that Tsay Keh Ne Cheleh Ranch (The Ranch) operates with integrity.

Application and Scope:

Tsay Keh Ne Cheleh Ranch regular and casual employees, and contractors.

Policy:

Association with The Ranch carries with it a responsibility for ethical conduct in all employment relationships and activities. Those covered by this policy must refrain from taking part, or exerting influence, in any transaction in which their own interests, including direct or indirect interests resulting from their immediate family or business relationships may conflict with the interests of The Ranch.

For the purpose of applying this policy, the term “immediate family” is limited to the employees’ spouse (including common-law and same sex spouse), parents, children, siblings, grandparents, grandchildren and includes in-law and step relationships, and any relative permanently residing in the employee’s household or with whom the employee resides.

Employees shall not hold outside office or employment that could place demands on them inconsistent with their official duties at The Ranch or call into question their capacity to perform their duties in an objective manner.

Definitions and Conditions:

A conflict of interest occurs when an employee’s private affairs or financial interests are in conflict, or could result in a perception of conflict, with the employee’s duties or responsibilities in such a way that the employee’s ability to act in the interest of The Ranch could be impaired; or that the employee’s actions or conduct could undermine or compromise confidence in the employee’s ability to fulfill work responsibilities with integrity.

Conflict of interest includes, but is not limited to, the following examples:

- An employee is in a situation where the employee is under obligation to a person who might benefit from or seek to gain special consideration or favour;
- An employee, in the performance of his/her duties, gives preferential treatment to an individual, or business, in which the employee, or a relative or friend of the employee, has an interest, financial or otherwise; or
- An employee benefits from, or is reasonably perceived to have benefited from, the use of information acquired solely by reason of the employee’s employment with The Ranch.

The Ranch recognizes and respects the individual employee’s right to engage in activities outside of his or his/her employment relationship or in activities that are private in nature and do not conflict with or reflect poorly on the integrity of The Ranch.

However, the Board of Directors reserves the right to determine when an employee’s activities represent a real or perceived conflict with The Ranch interests, and to take whatever action is necessary to resolve the situation including terminating or suspending the employee until the conflict no longer exists.

Procedure:

It is the obligation of the individual covered by this policy, if he/she believes he/she may have a conflict of interest with respect to an activity, potential contract award, or employment opportunity, to declare the potential conflict of interest to the Ranch Manager as soon as he/she becomes aware of the situation. If the Ranch Manager deems that the affected employee is indeed in a conflict situation the employee will be excused from the process.

Employees who fail to disclose this information may be subject to disciplinary action up to and including dismissal.

If an employee of The Ranch believes another employee has a conflict of interest with an activity, potential contract award or employment opportunity, that employee must report his/her concern to the Ranch Manager.

The employee whose activity is called into question will be requested by the Ranch Manager to cease that activity until a decision is made whether a real or perceived conflict exists.

If an employee refuses to cease the activity in question, the Ranch Manager may take disciplinary action up to and including dismissal.

Vindictive or frivolous accusations of conflict will not be tolerated and can lead to discipline up to and including dismissal.

Employees who negotiate contracts or are responsible for selecting of suppliers and contractors are prohibited from accepting gifts from potential suppliers. If a gift is received the employee must turn it over to the Ranch Manager who will, in consultation the Board of Directors, decide what to do with the gift. Any employee who is being entertained by suppliers or contractors must seek the prior approval of the Ranch Manager. The Ranch Manager must seek prior approval from the Board of Directors.

It is the responsibility of the Ranch Manager to maintain accurate records of each conflict of interest matter and those records are stored in a way that does not breach required confidentiality.

5. EMPLOYEE DISCIPLINE

Objective:

To maintain an effective and motivated workforce through fair and consistent treatment of all employees.

Application and Scope:

Tsay Keh Ne Cheleh Ranch regular and casual employees and contractors.

Policy:

The Ranch will deal with disciplinary situations according to the issue as appropriate. While a progressive discipline process will be utilized in some situations The Ranch may, in appropriate circumstances, discipline and/or terminate employees without progressive discipline.

Discipline Problems:

Discipline problems fall into three basic categories:

Attendance problems including:

- unexcused absenteeism
- excessive excused absenteeism
- tardiness

Failure to meet acceptable standards of performance (i.e. neglect) including:

- excessive errors in work
- poor quality of work

Misconduct problems including:

- failure to abide by the employer's rules and policies
- failure to comply with a reasonable directive
- unacceptable attire
- unprofessional conduct
- abusive language
- loafing
- theft

Definition of Progressive Discipline:

Progressive discipline is the application of a series of steps taken by The Ranch to deter an employee from demonstrating and continuing to demonstrate unacceptable conduct or work ethics and to cause corrective action from the employee.

The primary objective of progressive discipline is to correct the problem rather than punish the offender.

Progressive discipline has a secondary purpose which is to show that the employer has given fair warning to the employee and has made a reasonable effort to alter the employee's unacceptable conduct or work ethics. This record provides the employer with sufficient supporting documentation for a termination for "just cause".

Steps of Progressive Discipline:

1. Verbal Warning
2. Written Warning
3. Suspension
4. Termination

1. Verbal Warning

A verbal warning is a conversation between the Ranch Manager and an employee about a discipline problem.

A verbal warning should clearly specify the following points:

- the nature of the offense
- that the offense will not be condoned
- the consequence of further offenses
- the changes required

The Ranch Manager will place a written record of a verbal warning in the employee's personnel file for a period of one year. The record will include the date and the details of the verbal warning including the response of the employee.

2. Written Warnings

A written warning summarizes a formal conversation between the Ranch Manager and an employee regarding misconduct. The written reprimand must contain:

- the date of the conversation
- details about the specific violation or performance problem
- a reference to any previous conversations relating to the same problem
- a statement of specific change(s) the employee is expected to make
- a time limit for changes; and
- a statement that the written warning constitutes a disciplinary action and that a further incident will lead to more serious disciplinary measures up to and including termination

The Ranch Manager shall sign the written warning. The employee shall sign the written warning acknowledging its receipt. Ranch Manager shall ensure that a copy of the warning along with any agreement made by the employee is given to the employee within 48 hours, and that a copy of the warning and agreement is placed in the employee's personnel file for a period of two years. A record of any appeal (as set out in the Appeal Policy), including the result, must be attached to the record of disciplinary action.

3. Suspension

All suspensions must be followed up with a written memo, containing the same information listed for written warnings.

A suspension memo must include a statement that the employee is suspended from work, without pay, for a specific period of time. The period of time will be up to the Ranch Manager and will be dependent on the severity of the discipline problem. The details of the suspension will be kept on record in the employee's file for a period of 2 years.

4. Termination

Termination is the final step in progressive discipline and normally occurs only after the previous steps have been taken and the employee's conduct or work ethics are still unacceptable.

Two circumstances under which termination occurs are:

- Planned Termination – all progressive discipline steps have been followed
- Crisis Termination – offence committed is so serious that termination is appropriate even if no steps have been taken previously.

A termination letter and details of the termination will be kept in the employee's file for a period of 7 years.

Steps for Crisis Termination:

1. In appropriate circumstances, pending the investigation of the incident the Ranch Manager will:
 - a. ask the alleged offender to turn over his/her keys and escort him/her from the premises; and
 - b. investigate the incident and prepare a report that includes:
 - i.) interview of witnesses
 - ii.) interview of alleged offender
 - iii.) other appropriate measures
2. If it is deemed that termination is appropriate, prepare a letter of termination detailing the incident(s) that led to the termination and advising the employee of their right to appeal the decision.
3. The Board of Directors must be informed as soon as possible of the employee's termination.

Appropriate Disciplinary Action:

The criteria for determining proper disciplinary action will be based on the following:

- the degree of severity of the offence
- the length of service with the employer
- the employee's work record and if there was previous disciplinary action;
- provocation, if any, that may have led to the misconduct
- whether the offence was premeditated or committed as a momentary departure from normal conduct or work ethics
- evidence that the adopted employee policies have not been uniformly enforced, thus constituting a form of discrimination
- employee's failure to provide a reasonable explanation of the employee's actions when confronted; and
- employee's failure to recognize the misconduct (apology or remorse)

Severity of the Offence:

Some discipline problems are more serious than others. Discipline problems are usually separated into three categories depending on how serious they are. The three categories are:

- Minor violations
- Serious violations
- Major violations

Minor Violations

Minor violations are those which include but are not limited to:

- excessive tardiness
- poor housekeeping
- overstaying breaks or lunch periods; or
- minor inefficiencies

The first time a minor violation occurs, the Ranch Manager should bring it to the employee's attention in an informal or casual conversation. If the problem continues, a Verbal Warning is appropriate.

Serious Violations

Serious violations are those which include but are not limited to:

- questions of honesty
- actions that constitute a threat to the operation of The Ranch; or
- pose a threat to the safety and wellbeing of other employees, clients, customers or the employer

The first time a serious violation is committed, the Supervisor should conduct a Written Warning (Step 2) or a Suspension. The following factors should be taken into consideration in determining whether the Written Warning or Suspension is appropriate:

- the severity of the offence
- the employee's previous work record
- previous actions for similar offences; and
- the Ranch Manager's judgment about which step would be more effective in bringing about a change in the employee's conduct

Major Violations

Major violations are acts which seriously threaten the operation of The Ranch or the safety and wellbeing of The Ranch clients, customers, or employees. They represent actions which cannot be tolerated in any organization and include, but are not limited to, events of harassment.

Termination is considered the appropriate penalty for a major violation regardless of whether any previous disciplinary offences have occurred. Commission of a major violation usually indicates that the employee involved lacks the respect and self-discipline to remain a member of the organization.

Termination During Probationary Period:

The Ranch reserves the right to terminate a probationary (regular, casual, or contract) employee for cause within the first 3 months without notice and without severance pay. Employees that have completed 3 months of a probationary period are entitled to one week's notice. See Probationary Period in Section 7 (Hiring Practices).

Termination of Employment:

Subsequent to completion of the probationary term of employment referred to above, The Ranch may terminate employment at any time:

- a. for cause (including the failure to successfully complete a performance improvement plan) in which case employees are not entitled to any advance notice of termination or compensation in lieu of notice. Cause includes, but is not limited to, a Major Violation or actions that have progressed through the disciplinary procedures set out herein, or
- b. without cause, in which case The Ranch will provide:
 - i.) two weeks' written notice during the first year of employment;
 - ii.) one additional week per completed year of employment thereafter, to a maximum of eight weeks; and
 - iii.) after eight years of service, two additional days per completed year of employment thereafter.
 - iv.) if BC Employment Standards is amended to increase the amount of notice that is required, employees will receive that increased amount.

Employees may terminate employment at any time by providing The Ranch with at least two weeks written notice.

The notice can be actual notice, or base pay in lieu thereof, or any combination of the two. This will be the only payment for the termination of employment.

6. BULLYING AND HARASSMENT

Objective:

To ensure that Tsay Keh Ne Cheleh Ranch (The Ranch) provides a work environment free from bullying, harassment, and discrimination as required by current laws.

Application and Scope:

Tsay Keh Ne Cheleh Ranch regular and casual employees, contractors, Board of Directors. Also applies to interpersonal and electronic communications such as email and social media.

Policy:

Because bullying and harassment violate the fundamental rights, dignity, and integrity of the individual, The Ranch does not tolerate bullying, harassment, or discrimination and promotes a work environment where all persons are treated with respect and dignity.

A copy of this policy will be posted in all The Ranch offices.

Definitions:

Bullying and Harassment:

- a. includes any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated, but
- b. excludes any reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment.

Harassment: consists of one or more incidents involving comments, advances, or actions concerning the person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, appearance, physical or mental disability, age, sex, or sexual orientation when:

- such conduct reasonably might be expected to cause embarrassment, insecurity, discomfort, offence, or humiliation to another person or group;
- submission to such conduct is made either implicitly or explicitly a condition of employment;
- submission to or rejection of such conduct is used as basis for any employment decision including, but not limited to, matters of promotion, raises in salary, job security or benefits affecting the employee; or
- such conduct has the purpose or the effect of interfering with the person's work performance or creating an intimidating, hostile or offensive work environment.

Bullying: consists of repeated, persistent, and aggressive behaviour intended to cause fear, distress, or harm to another person's body, emotions, self-esteem, or reputation.

Sexual Harassment: is any unwelcome comment or conduct of a sexual nature that may negatively impact the work environment or lead to adverse job-related consequences for the victim of the harassment. Sexual harassment may be overt or subtle. It refers to behaviour that is personally offensive.

Sexual harassment includes, but is not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- sexual advances with actual or implied work-related consequences;
- sexual innuendo or sexually suggestive comments including but not limited to sexually oriented kidding, teasing, or practical jokes, and jokes about gender specific traits;
- verbal abuse, intimidation, or threats of a sexual nature;
- leering, staring, or making sexual gestures;
- display of pornographic or other sexual materials;
- offensive pictures, graffiti, cartoons, or sayings;
- unwanted physical contact such as touching, patting, pinching, hugging, brushing up against another body;
- physical assault of a sexual nature; or
- graphic verbal comments about an individual's body or appearance.

Procedures:

All those involved in the handling of a complaint under these procedures shall, subject to any applicable law, hold in the strictest confidence all pertinent information of which they become aware. It must be anticipated that the individual accused of wrongdoing will be told of the details of the allegations.

However, the Board of Directors shall be made aware of all or part of the proceedings on a need-to-know basis. As the individual who holds primary responsibility for all personnel matters, the Ranch Manager or Board Chair as appropriate, must be kept apprised of all matters related to a harassment complaint.

Reporting

If an employee observes bullying or harassment, has been or is being bullied or harassed, the employee shall take the following steps:

- tell the individual his/her behaviour is unwelcome and ask him/her to stop. If the individual is not comfortable telling the harasser, then they should advise their supervisor of the situation
- if the complaint is against their supervisor, the individual should report to the next level of authority
- keep a record of incidents (times, dates, locations, possible witnesses, what happened, your response). The employee does not have to have a record of events in order to file a complaint, but a record can strengthen the employee's case and help the employee remember details over time.

The employee shall file a formal written complaint with the Ranch Manager or Board of Directors.

The complainant, the alleged harasser and any individuals who may be able to provide relevant information shall be interviewed separately.

If the investigation reveals evidence to support the allegation of workplace harassment, the harasser will be disciplined according to the Employee Discipline Policy and the incident will be documented and filed.

Informal Resolution:

Employees who believe that they have a complaint of discrimination or harassment may approach the Ranch Manager or Board of Directors to request assistance in resolving the matter. If the matter is dealt with to the complainant's satisfaction, it is deemed to be resolved.

It is the responsibility of the Ranch Manager to ensure a thorough, discreet and fair investigation of the reported incident within a reasonable time frame. The method of investigation is at the sole discretion of the Ranch Manager in consultation with appropriate individuals which may include the complainant, Board of Directors, or legal counsel.

The Ranch Manager or Board of Directors shall investigate and take steps to resolve the complaint within 5 days of its being raised by the employee. The proposed resolution will be discussed with the complainant and the respondent. The complainant and the respondent may have another representative present during discussions.

Formal Resolution:

If an employee wishes to file a formal written complaint of harassment, the complaint must contain:

- the name of the alleged offender(s);
- description of the action(s), conduct, events, or circumstances involved in the complaint, including dates, times, places, names of individuals involved or witnessing the incident(s), and any other relevant information;
- the specific remedy sought to satisfy the complaint; and
- prior attempts to resolve (if any).

The Ranch Manager shall conduct an investigation or hire an outside investigator and all necessary steps shall be taken to resolve the problem.

It is the responsibility of the Ranch Manager to ensure a thorough, discreet and fair investigation of the reported incident occurs within a reasonable time frame. The method of investigation is at the sole discretion of the Ranch Manager in consultation with appropriate individuals which may include the complainant, Board of Directors, or legal counsel.

Once a formal complaint is received, to the extent available at law, and required for a proper investigation, it shall be kept confidential. The alleged harasser(s), the Ranch Manager, and Board of Directors, shall be provided with copies of the complaint, as will any outside investigator.

The Ranch Manager shall investigate and take steps to resolve the complaint within 5 days of its being raised by the employee. The proposed resolution will be discussed with the complainant and the respondent. A complete confidential file shall be kept on the matter.

The complainant and/or the respondent may have another representative present during discussions.

Caveat:

An employee who files a written complaint that would be seen by a reasonable person to be frivolous, vindictive or vexatious shall be subject to disciplinary action that may include termination.

Allegation of Harassment by an outside party:

Employees who believe that they have a complaint of discrimination or harassment relating to the conduct of someone who is not employed by The Ranch but who attends at the employee's place of work, may approach the Ranch Manager to request assistance in resolving the matter.

The investigation principles set out herein shall apply.

The Ranch shall, if the matter cannot be resolved, require that the individual accused of wrongdoing not attend at the work premise of the complainant.

Employee Rights:

This policy does not preclude an employee from filing a complaint under any applicable Human Rights legislation.

7. HIRING PRACTICES

Objective:

Employment equity through fair and transparent hiring policies and procedures.

Application and Scope:

All vacant positions within Tsay Keh Ne Cheleh Ranch (The Ranch) except for casual hire and external contractors.

Policy:

The Ranch encourages applications from all qualified persons. West Moberly First Nations Band Members and Community Members will be given preference (posted qualifications, education, and experience requirements must be met).

Posting the Vacancy:

All position vacancies will be posted at The Ranch and in West Moberly First Nations offices for a minimum of 10 working days as well as being sent in regular WMFN community mailings and posted in outside sources as deemed necessary by the Ranch Manager.

The postings will describe the key responsibilities of the vacant position and the minimum requirements (qualifications, education and experience) for the position.

The posting will also state the deadline for receipt of applications.

Application Procedure:

Applicants must submit an application for employment and resume to the Tsay Keh Ne Cheleh Ranch Manager as outlined in the advertisement.

When applying for more than one position, a separate application must be submitted for each position.

Processing Applications:

Applications received past the deadline date and time will not be accepted.

Applications that meet the minimum requirements will be placed in a temporary file for the duration of the hiring process including, formal review, short-listing and personal interviews.

All applications for the position will be reviewed following the closing date noted on the job posting. A short-list of applicants who may be granted an interview will be prepared from the candidates who meet the minimum qualifications noted on the job posting and are best suited to the position requirements. This task will be conducted by applying a consistent evaluation process. Applications that do not clearly indicate how the applicant meets the job requirements will not be considered further.

The position will be reposted following the review process in the event that no qualified applications are received.

At the discretion of the Ranch Manager, positions may be posted as open until a qualified application is received.

Interview:

Interviews will be conducted by the Ranch manager and will consist of a combination of questions and practical skill demonstration.

Any applicant invited for an interview who fails to attend the interview at their assigned time without good cause and advance notice will not be considered further for the specific position.

All competitions will include an interview and reference checks for short-listed applicants.

Selection:

The Ranch Manager will offer the position to the successful candidate by way of written employment contract including acceptable start date and starting wage or salary.

After the successful candidate has accepted the position, all candidates interviewed will be notified by the Ranch Manager regarding the outcome of the competition. Applicants may contact the Ranch Manager with questions about the interview.

The position will be reposted following the interview process if no qualified applicants are identified. If only 1 candidate applies for the position Ranch Manager will interview that candidate providing the applicant meets the minimum criteria. Thereafter the Ranch Manager reserves the right to either offer employment or re-post for the position.

Conditions of Employment:

Employees are required to follow all The Ranch policies and procedures. All new employees must complete the following sign-up procedures within the first week of employment:

- Complete a TD1 or Tax Exemption Form on date of hire
- Provide proof of a valid driver's license and drivers abstract where applicable
- All Status Indians that may be eligible for, and who wish to take advantage of personal tax exemption, must provide a copy of their Status Card to Finance
- Sign an Oath of Confidentiality
- Sign an authorization for Payroll Deductions;
- Agree to a criminal record check appropriate for the position; and
- Receive orientation from the Ranch Manager including review of all worker related policies and procedures and sign for having received the orientation

Probationary Period:

A six (6) month probationary period is standard for each new employee or existing employee in a new position. At the discretion of the Ranch Manager, the terms of offer of employment may include a longer probationary period.

The Ranch may terminate probationary employees during or at the end of the probationary period without cause.

7.1 REHIRE OF FORMER EMPLOYEES

Application and Scope:

All Tsay Keh Ne Cheleh Ranch (The Ranch) employees, former employees, and outside contractors.

Purpose:

To outline the process to be used in the event of rehiring a person who has previously been employed by Tsay Keh Ne Cheleh Ranch.

Policy:

When an applicant has worked for The Ranch previously he/she will, in addition to the regular recruitment process, undergo an additional screening process. The Ranch Manager will review the applicant's personnel file to determine:

- Reasons for layoff, resignation or discharge
- Whether proper notice was provided for a resignation
- Whether all The Ranch property was returned
- Job performance record as recorded in Performance Evaluations
- If there are any personal suitability concerns including criminal, unethical or unprofessional behaviour. Appropriate recognition will be given to applicants that have attempted to make amends for previous improper behaviour.

If the applicant is the successful candidate, the Ranch Manager will:

- a. Hire the applicant and consider it a clean start; or
- b. Hire the applicant with a Conditional Letter of Offer

An applicant who has previously abandoned a position with The Ranch may not be eligible for rehire for a minimum of 1 year.

Procedure:

The rehiring of a person who has been previously discharged from The Ranch employment will be screened prior to an interview by the Ranch Manager in the following manner:

1. Consider the cause of termination and determine if the severity of the transgression or behaviour precludes rehire.
2. Review the documentation of the disciplinary action taken leading to the discharge to assess with the applicant, prior to interview, whether he/she has overcome the problem(s) that lead to the discharge.

The Conditional Letter of Offer will include:

1. Acknowledgement that a job offer is being made subject to conditions;
2. Acknowledgement of the cause for previous discharge;
3. Notification that the The Ranch requires an acceptable standard of ethical and professional behaviour;
4. Clear notification of the length and purpose of the Probationary Period as well clarity on the function of Performance Evaluations;
5. Acknowledgement that the applicant has agreed to these conditions as indicated by his/her signature on the letter of offer.

7.2 CASUAL HIRE

Objective:

To clarify the process for hiring casual labour.

Application and Scope:

This policy applies to all persons employed by Tsay Keh Ne Cheleh Ranch (The Ranch for periods of less than three months.)

Policy:

A casual hire list will be maintained by the Ranch Manager or designate.

Candidates wishing to be considered for casual hire opportunities must fill out an application form which will be kept on file. A data base of skills and interests will be maintained.

Applicants for casual hire must be 15 years of age and have a valid Social Insurance Number.

Procedure:

The Ranch Manager will be guided in selection of casual employees by the skills required and the work history of candidates on the list. Work history includes work performance, attendance and failures to report. Problems with casual hires may result in removal of the candidate's name from the list if there is sufficient cause.

If no candidate on the list is available or has the required skills; the Ranch Manager will post the opportunity for 3 days and make a selection from resulting qualified applicants.

A standard casual labour pay schedule will be set by the Board of Directors annually.

8. HOURS OF WORK

Objective:

The objective of this policy is to describe the hours of work required of all Tsay Keh Ne Cheleh Ranch (The Ranch) employees and includes expectations of salaried, full time, part time, contract, and casual employees.

Application and Scope:

Tsay Keh Ne Cheleh Ranch regular and casual employees, contractors.

Policy:

Employees are expected to report to work on time and work the hours outlined in this policy unless alternate arrangements are made with the employee's supervisor.

Hours of Operation:

The workweek for hourly full-time employees will be 40 hours Sunday to Saturday.

Regular hours of work will be as required by The Ranch operations including associated road, gravel pit, and sawmill operations.

Break/Meal Allowances:

Employees working a minimum 7-hour day are entitled to one paid 15-minute break in mid-morning and one paid 15-minute break in mid-afternoon. It is the responsibility of the employee to take his/her break. Should an employee not take these breaks, no additional compensation will be paid.

The unpaid lunch break will be one half-hour in duration.

Overtime:

Over time for all employees (including casual and part time) will be calculated as follows:

1.5 x regular rate for hours worked in excess of 8 hours per day or 40 hours per week

For the purpose of calculating weekly overtime, the workweek is deemed to start on Sunday and end on Saturday.

Overtime may be banked and taken as leave with the written approval of the Ranch Manager. Banked overtime will be compensated at the rate at which it was earned. Timesheets must indicate whether the overtime is to be paid out or taken as leave in lieu. Non-Managerial Employees may bank up to one (1) week within one year of their anniversary.

All banked time will be paid out at calendar year end.

Overtime must be authorized in advance and claims for overtime pay will not be honoured unless the employee can show that the Ranch Manager approved the need for overtime in advance of the overtime being worked. The only exception will be for emergency purposes such as health or safety issues for The Ranch.

Managerial employees are not eligible for overtime pay but may be granted time off at the discretion of the Ranch Manager or Board of Directors, to a maximum of 2 days per month. This time may be banked up to 10 days. Time off must be approved in advance.

Reporting Pay

When an employee is called in to work and reports to work, where there are no regularly scheduled hours or outside their regularly scheduled working hours, the employee will be paid a minimum of 2 hours. An employee who reports for work as regularly scheduled is not eligible for reporting pay. Overtime will only be applicable if it is over the daily or weekly hourly requirements as outlined above.

Statutory Holidays:

To be eligible for statutory holiday pay, an employee must:

- Have been employed at The Ranch for 30 calendar days before the statutory holiday and,
- Have worked or earned wages on 15 of the 30 days immediately before the statutory holiday

Employees required to work on a statutory holiday will be paid at the rate of 1-1/2 times the regular hourly wage. The employee, with the written agreement of the Ranch Manager, may choose to take a working day off in lieu of a statutory holiday that was worked instead of the overtime pay.

The lieu day should be taken within the next 10 working days.

The Ranch recognizes the following days as statutory holidays for employees.

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
National Aboriginal Day
Canada Day

Treaty Day
BC Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

9. TIMESHEETS

Objective:

To provide guidelines for the accurate and consistent recording of hours worked by Tsay Keh Ne Cheleh Ranch (The Ranch) employees.

Application and Scope:

Tsay Keh Ne Cheleh Ranch Regular, Contract, and Casual employees.

Policy:

All employees are expected to submit a Ranch Staff Timesheet to their immediate supervisor by 11:00 a.m. every Monday following the end of each pay period.

The timesheet must show the start time, end time, total hours as well as a brief description of the duties fulfilled for each day during the pay period. Each employee is expected to report actual hours worked and duties performed.

As per The Ranch Hours of Work Policy lunch breaks are unpaid unless specified by the employee that the lunch break was not taken.

Late timesheets may not be processed for payroll on the following Friday. The timesheet for the following payroll will show any necessary adjustments.

Failure to submit timesheets or providing false information on timesheets may result in disciplinary action.

10. LAYOFF AND RECALL

Objective:

To provide consistent layoff and recall procedures for all Tsay Keh Ne Cheleh Ranch (The Ranch) permanent positions.

Application and Scope:

Tsay Keh Ne Cheleh Ranch Regular employees.

Policy:

The Ranch will practice equitable layoff and recall procedures.

The Ranch makes every effort to employ individuals as permanent full-time or permanent part-time employees without interruption of duties. However, from time to time it may be necessary to lay-off permanent employees due to seasonal needs, operational requirements and/or financial constraints.

It is the responsibility of the Ranch Manager to ensure the Layoff and Recall procedures are followed as outlined in this policy.

Procedure:

Layoffs will be according to The Ranch priorities and objectives.

Seniority of employment will be considered. If more than one employee is laid off, the most senior employee is eligible for first recall provided that this employee has the required skills, qualifications and experience for the vacant position.

The Ranch Manager will determine the rate of pay if the position has a rate different from that which the returning employee earned in a previous position.

Permanent employees will retain recall rights for three months from date of lay-off for the same position that they held at the time of lay-off.

Employees shall ensure that The Ranch Office has current contact information on file.

The recalled employee must advise The Ranch within three working days from the date of their recall if they will be returning to work and the date they will be available. The employee must be able to report for work within two weeks of being recalled.

Failure to report to work when required to do so will result in the laid off employee losing recall rights.

Layoff Notice:

All employees to be laid off will be given either two weeks notice of the day of lay-off or two weeks salary at permanent hourly rate in lieu of notice.

At the time of lay-off, employees will also be given a copy of this policy ensuring they are aware of their responsibility to keep The Ranch Office advised of their current contact information for recall purposes.

Recall Procedure:

When an employee is to be recalled, a written notice of recall will be sent via registered mail to the employee's most recent address on file. The Ranch Manager will also phone the employee to advise of the recall and discuss relevant details.

The written notice will describe the terms of the position to which the employee is being recalled and the date that the employee is to return to work and remuneration being offered.

If the employee does not respond to the written notice of recall within three working days, the position will be offered to the next qualified employee scheduled for recall.

If no other employees on recall have the appropriate qualifications, the Ranch Manager and or Board of Directors shall fill the position according to the Hiring Practices Policy.

11. LEAVE MANAGEMENT

Objective:

To provide consistent guidelines with respect to the different types of leave Tsay Keh Ne Cheleh Ranch (The Ranch) employees may apply for.

Application and Scope:

Tsay Keh Ne Cheleh Ranch Regular and Casual employees.

Policy:

The Ranch will adhere to BC Employment Standards requirements for mandatory leaves and The Ranch Leave Management Policy for discretionary leaves.

The Ranch will not unreasonably withhold permission for Leave.

General Conditions and Definitions:

The Ranch recognizes that employees, from time to time, may require leaves of absence from work and, subject to business needs, will attempt to cooperate with the employees in granting such requests for leave.

An employee's job performance, the impact on The Ranch operations and the employee's length of service are factors that will be considered when a request for leave is made. Any attempt to take leave without prior authorization or to provide false or misleading reasons when applying for leave or any failure to return from authorized leave by the approved date may result in disciplinary action up to and including dismissal. All leaves, part from statutory leaves, require the express permission of the Ranch Manager. The approval is in the absolute discretion of the Ranch Manager.

For the purpose of applying this policy, the term "immediate family" is limited to the employee's spouse (including common-law spouse and same sex spouse), parents, children, siblings, grandparents, grandchildren and includes -in-law and step relationships, and any relative permanently residing in the employee's household or with whom the employee resides.

The earning of leave credits will be pro-rated for part-time employees.

Types of Leave:

Leaves covered by this policy include:

- Vacation Leave
- Maternity Leave
- Parental Leave
- Sick Leave
- Medical Leave
- Bereavement
- Compassionate Care Leave
- Leave Without Pay
- Leave With Pay
- Education Leave without Pay
- Education Leave with Pay

Annual Vacation:

Employees are entitled to the following:

- After 1 year of completed employment 2 weeks
- After 2 years of completed employment 3 weeks
- After 5 years of completed employment 4 weeks
- After 10 years of completed employment 5 weeks

Vacation is based on each employee's personal anniversary date. Vacation entitlement cannot be carried over from one year to another. If an employee fails to take vacation in the year for which it was earned, vacation entitlement will be paid out on the last cheque of the calendar year.

It is not required that an employee takes all vacation at one time. Individual weeks, or days, may be taken at the employee's preference. The employee must arrange all vacation time through the Ranch Manager. However, should two employees request the same time off and it conflicts with the work schedule the Ranch Manager will grant the vacation time to the senior employee.

Maternity Leave (without Pay):

Maternity leave will be given in accordance with BC Employment Standards. Currently a pregnant employee is entitled to up to 17 consecutive weeks of unpaid pregnancy leave. This leave may start no earlier than 13 weeks before the expected birth date and must end no earlier than six weeks after the birth date unless the employee requests a shorter period.

The employee must submit a written request supported by a doctor's certificate confirming that the employee is pregnant and giving the probable date of birth of the child to the Ranch Manager. The Ranch Manager will keep the Board of Directors informed.

The employee must submit this request no later than four weeks prior to the commencement of the leave, unless a medical emergency is confirmed in writing by the employee's attending physician.

If an employee is unable to perform the duties of her position due to pregnancy, The Ranch reserves the right to require the employee to commence leave prior to the anticipated date of delivery. If the condition affecting the employee's ability to perform her duties improves, the employee, upon providing a medical certificate from a doctor stating that she is able to resume work activities, may be permitted to return to work prior to the anticipated date of delivery.

An employee will not be permitted to return to work prior to the expiration of six weeks following the actual date of birth of the child unless:

- the employee requests in writing to the Ranch Manager at least one week prior to the date of the proposed return to work; and
- the employee submits to the Ranch Manager a certificate from a medical doctor stating that she is fit to return to work and perform the regular duties of her position

Parental Leave:

Parental leave will be given in accordance with BC Employment Standards

Currently, either parent may apply for unpaid parental leave provided he/she has completed six months of continuous employment. Unless there are extenuating circumstances, the employee must give written notice to the Ranch Manager at least four weeks in advance of the commencement date of the requested parental leave.

The request for parental leave must include both the commencement date and the completion date for the requested leave.

Parental leave, for female employees, must commence either:

- on the expiration date of the employee's maternity leave, or
- on the day the child is born, or
- on the day the child comes into the employee's care and custody

Parental leave, for male employees, must commence either:

- on the expiration date of the mother's maternity leave, or
- on the day the child is born, or
- on the day the child comes into the employee's care and custody

The aggregate amount of parental leave granted to both parents under this provision will not exceed thirty-seven (37) weeks. This leave may be extended by up to five weeks if the child has a physical, psychological or emotional condition requiring an additional period of parental care.

The Ranch will continue to pay the same share of contributions to the Group Benefits and Pension Plans during Maternity and Paternity leaves as if the employee were not on leave, unless the employee does not pay her or his contributions within a thirty (30) day period, or chooses not to continue benefits at which time The Ranch will suspend contribution until the employee returns to work full time.

Birth or Adoption Leave with Pay:

If an employee wishes to be present at the birth or adoption of his/her child the employee is entitled to five (5) days paid leave for this purpose.

Sick Leave with Pay:

Regular employees will earn paid sick leave at the rate of one and one-half days per month after three (3) consecutive months of continuous employment to a maximum of 18 paid days per fiscal year (April 1- March 31). Sick days are not paid out if an employee leaves and cannot be added to vacation days.

Entitlement for regular part-time employees will be pro-rated. For example, if an employee works two and one-half days per week, he/she will be entitled to earn three-quarters of a day per month. Unused sick leave shall not be carried over from year to year.

Sick leave may only be used if the employee is ill or injured or if the employee is required to attend a personal medical appointment with a medical specialist out of town. The Ranch may require a doctor's note before paying out any sick leave days.

Sick leave cannot be used while receiving Workers' Compensation Benefits or other government-funded sick benefits.

The employee must provide a doctor's note for sick leave in excess of three working days. If the employee fails to provide a doctor's note, he/she will be eligible only for the first three days.

Sick Leave without Pay:

Employees who have completed three consecutive months of continuous employment may request an unpaid sick leave of up to twelve weeks or the length of the period during which he/she is undergoing treatment and rehabilitation at the expense of Workers Compensation, provided that, if requested to do so, the employee, within 15 days of return to work, provides the Ranch Manager with a medical certificate certifying that the employee was incapable of working due to illness or injury for the period during which the employee was absent from work.

Compassionate Care Leave (without Pay):

Employees are entitled to up to 8 weeks of compassionate care leave without pay to provide care and support to a gravely ill immediate family member.

A note is required from a qualified medical practitioner, stating that the family member has a serious medical condition with a significant risk of death within 26 weeks.

If more than one family member is employed by The Ranch, the leave may be shared between them but the total amount of leave cannot exceed 8 weeks.

If the family member is still gravely ill at the end of 26 weeks, the employee is entitled to a further period of up to 8 weeks of compassionate care leave. Another certificate from a qualified medical practitioner is required.

Upon return to work, the employee must be reinstated in his/her former position or be given a comparable position in the same location and with the same wages and benefits. Benefits continue during the leave period provided the employee pays any contributions that would normally have been paid.

Procedure:

The employee intending to take compassionate leave must provide The Ranch with as much notice as possible in the circumstances. The required medical certificate must be provided prior to the leave being approved.

If more information is required relating to this leave, refer to BC Employment Standards. Employees taking compassionate leave may be entitled to Employment Insurance and it is their responsibility to apply for that assistance.

The Ranch will continue to pay the employer portion of contributions to Group Benefits during Compassionate Care leaves of absence, unless the employee does not pay the employee contribution within a thirty (30) day period or chooses not to continue benefits at which time The Ranch will suspend contribution until the employee returns to work full time.

Leaves without Pay:

The Ranch Manager, in consultation with Board of Directors, may authorize any request for leave of absence without pay.

A request for leave without pay exceeding three days must be submitted in writing at least one week in advance of the starting date of the requested leave and is subject to The Ranch operational requirements.

Examples of reasons for leave without pay and leave allowances

Administration of a deceased estate.....	2 days
Moving household effects	1 day
Coping with a family emergency	2 days
Marriage Leave	5 days
Cultural or spiritual leave to attend a traditional ceremony or Gathering in accordance with spiritual beliefs.....	2 weeks
Compassionate leave to deal with situations in the employee's Immediate family	2 weeks
Educational leave.....	Varies

Excluding Educational Leave, the total number of days for unpaid leave an employee may be granted will not exceed twenty (20) days per calendar year.

Excluding leave related to funeral attendance unless otherwise stated, no unpaid leave will be granted unless the employee has been employed for a minimum of six (6) months.

Only those who have completed a minimum of one (1) year of continuous employment are eligible to apply for educational, cultural or spiritual leave.

Bereavement and Funeral Leave with Pay:

Immediate Family: Provided the employee has been employed for more than three (3) months of continuous service, the employee is entitled to ten working days of paid bereavement leave commencing on the day immediately following the death of a member of the employee's immediate family.

Under extenuating circumstances, Bereavement Leave may be extended with other types of leave.

The decision to grant extended leave for extenuating circumstances will be at the sole discretion of the Ranch Manager.

Bereavement and Funeral Leave without Pay:

Non-Family: Up to two working days leave for attendance at a funeral of someone other than an immediate family member may be granted at the discretion of the Ranch Manager.

Education Leave without Pay:

Education leave permits an employee to attend an educational institution for a formal course of study leading to a recognized certificate, diploma, degree or professional qualification.

The Ranch recognizes that its employees represent valued assets whose career development must be managed to support individual career aspirations and to ensure that The Ranch will have qualified employees to meet its future staffing needs. To meet these goals, The Ranch will grant education leave to employees subject to operational and staffing needs and budgetary considerations.

All applications for education leave without pay must be submitted at least six months prior to the beginning of the requested leave period.

Employees wishing to apply for an education leave should meet with the Ranch Manager to discuss time frame, feasibility, and any other pertinent factors. Before approving an application for education leave, the Ranch Manager shall discuss the request with the Board of Directors.

Leave for education may be granted for periods up to one calendar year. However, additional leave may be approved if the education is requested by The Ranch. The periods of absence may or may not be consecutive.

Education leave without pay may be approved where:

- a skill shortage exists now or is projected to exist in the future
- it is difficult to satisfy the skill requirement through the internal staffing process; and
- studies may be valuable to The Ranch but the primary benefit will accrue to the employee

To be eligible for education leave, employees must demonstrate:

- competent performance in all areas of their present job
- initiative and success with respect to their self-development; and
- potential for increased responsibilities

Employees should have a career plan which is realistic and achievable within the scope of The Ranch mandate and function.

To remain eligible for education leave, employees must continue their enrolment and maintain satisfactory performance in their courses of study.

Prior to completion of course of study, employees must give The Ranch four (4) week's written notice of their intention to return to work. If no such notice is received, The Ranch has the right to fill their position on a permanent basis.

Education Leave with Pay:

Education leave with 100% pay may be approved where:

- the training is requested or prescribed by The Ranch
- there are demonstrated severe and immediate recruiting difficulties for essential functions;
or
- the training is directly related to future job requirements at The Ranch

All applications for education leave with pay must be submitted at least six months prior to the beginning of the requested leave period.

Employees wishing to apply for an education leave should meet with the Ranch Manager to discuss time frame, feasibility, pay and benefits and any other pertinent factors. Before approving an application for education leave, the Ranch Manager shall discuss the proposal with the Board of Directors.

Employees shall sign an agreement stating that they will return to work for The Ranch and remain employed by The Ranch for a specific time period after completing training. The time period will vary depending on the conditions of leave. If the employee does not remain employed by The Ranch for any reason within the agreed upon period from the date of the return to work, they will reimburse The Ranch for all costs.

12. PERFORMANCE PLANNING & EVALUATION

Objective:

To create a Performance Planning and Evaluation process which will enable Tsay Keh Ne Cheleh Ranch (The Ranch) employees and supervisors to work together productively.

Application and Scope:

Tsay Keh Ne Cheleh Ranch Regular and Casual employees.

Policy:

The Ranch will practice equitable Performance Planning and Evaluation.

Performance Evaluations will be completed for all employees. It is intended that the Evaluations will be completed as below (although the dates are not definitive):

- During the final two weeks of the employees 6-month probationary period
- At least one week prior to the employee's anniversary date each year
- At any time the Ranch Manager determines that it is appropriate

A standard form and process will be used for all evaluations.

Defining Key Responsibilities:

Key responsibilities, which can be found in the employee's job description or work agreement, form the basis of realistic and measurable performance standards.

Additional key responsibilities may be established from time to time because of new initiatives or changing priorities for The Ranch or the addition of duties or projects. Once key responsibilities and priorities are established, the employee and Ranch Manager can cooperatively determine performance standards.

The Ranch Objectives:

The Ranch Manager and the employee will review a summary of The Ranch objectives and priorities to assist in understanding how individual roles, responsibilities, goals and objectives link to the broader goals of The Ranch.

Performance Planning & Evaluation:

Performance Evaluations will be used:

- to measure actual performance against the requirements of the job
- to guide discussion about job performance and job requirements
- to create awareness of employee potential
- to motivate the employee to improved performance
- to establish goals and targets for satisfactory performance
- to guide employee progress toward achievement of goals; and
- to deal candidly and fairly with marginal or unsatisfactory performance
- to inform compensation decisions

Probationary Evaluations:

At the beginning of a probationary period the Ranch Manager shall review key responsibilities and establish a Performance Plan with the employee.

During the final two weeks of the employee's 6-month probationary period, a final probationary Performance Evaluation shall be held, and recommendation is made to either confirm or reject the employee's appointment to the position. If the employee's performance during the probationary period is exceptional and warrants a wage increase, the Ranch Manager may approve an increase based on budget availability.

Probationary reviews for the position of Ranch Manager will be undertaken by the Board of Directors.

Development of Performance Plan:

The Ranch Manager or supervisor shall introduce and explain the process to the employee through the following steps:

- review The Ranch objectives and priorities
- update the job description
- review past Performance Evaluations to determine progress
- formulate career goals (employee only)
- establish performance standards for the next evaluation period;
- develop action plan; and
- determine how the Ranch Manager can assist the employee to be successful

The Ranch Manager and the employee shall cooperatively establish performance standards, action statements and training and development plans that are consistent with The Ranch objectives and priorities. The employee's career goals shall also be discussed.

The performance plan must be relevant to the job and the employee being evaluated. During the time the plan is in effect, the Ranch Manager shall provide the employee with appropriate direction, guidance, coaching and encouragement.

At the end of the period during which the plan is in effect, the Ranch Manager and the employee shall review the standards established during the planning meetings and seek consensus on the results achieved. A performance summary will be completed.

The frequency of evaluations may vary from no less than once per year to no later than the anniversary date of hire, to several times a year as the Ranch Manager deems necessary to achieve the goals of The Ranch and/or to:

- provide necessary direction, support or coaching to the employee
- modify the performance plan as required by changing The Ranch priorities and circumstances; or
- document performance and mutually agreed-on performance targets

Annual Evaluation:

The Ranch Manager and the employee shall prepare for the evaluation by:

- reviewing key responsibilities, standards and action statements
- reviewing notes from previous meetings
- reviewing any relevant documentation
- gathering information from other sources which will be valuable in giving feedback to the employee
- recalling specific examples of strong and weak performance
- identifying areas needing improvement and timelines for meeting identified performance goals
- reviewing the effectiveness of coaching; and
- drafting a summary of points for discussion

The Ranch Manager shall meet with the employee to discuss the employee's performance during the evaluation period. The pre-work as described above shall be reviewed and discussed and, if possible, the Ranch Manager and the employee reach an agreement on the following points:

- the performance results achieved
- the employee's strengths as well as skills or knowledge requiring development; and
- the overall Performance Evaluation

The Ranch Manager will endeavour to set a positive tone and give specific guidance, reinforcement and direction for improvement, if required. He/she shall encourage the employee to discuss factors that are affecting performance so that options for continuing performance enhancement and growth can be determined.

Evaluation reviews for the position of Ranch Manager will be undertaken by the Board of Directors. The Board may elect to seek the assistance of an external Human Resources Professional to carry out the evaluation.

13. SMOKING

Objective:

To promote a healthy and safe working environment.

Application and Scope:

Tsay Keh Ne Cheleh Ranch Regular and Casual employees including Chief and Council, contractors, sub-contractors, and visitors.

Policy:

For the overall health and wellbeing of all employees of The Ranch and in compliance with the Worker's Compensation Regulations, smoking is strictly prohibited in any of the machinery, vehicles, offices, or buildings owned or leased by The Ranch.

Smoking within three (3) meters of doorways or open windows is not permitted.

Should an employee fail to abide by this policy, the employee will be subject to disciplinary action as appropriate within the Employee Discipline Policy.

Procedure:

Employees (including contractors and sub-contractors) will refrain from smoking in any machinery, vehicles, offices, or buildings owned or leased by The Ranch.

Should a visitor be smoking in machinery, vehicles, office, or building owned or leased by The Ranch, they will be asked to extinguish their smoking material immediately. If the visitor refuses, they will be asked to leave the facility. If the visitor refuses to leave the facility, the Ranch Manager will be called to support the employee in enforcing this policy.

14. STANDARDS OF CONDUCT

Objective:

To ensure the maintenance of appropriate standards of conduct by all employees of Tsay Keh Ne Cheleh Ranch (The Ranch).

Application and Scope:

All Tsay Keh Ne Cheleh Ranch regular and casual employees, and contractors.

Policy:

The Ranch employees will exhibit ethical and professional conduct.

Ethical Behaviour:

The Ranch expects and demands the highest standards of ethical conduct among its employees with respect to the business of The Ranch and the use of The Ranch's resources including funds, equipment, vehicles and offices.

Employee behaviour must reflect the principles of The Ranch including honesty, integrity and impartiality. These behaviours must be the standard form of conduct in carrying out duties on behalf of The Ranch and are conditions of employment.

Professional Behaviour:

The Ranch employees must provide service to everyone in a manner that is professional. That is, employees will be courteous, equitable, efficient and effective as well as respectful, sensitive and responsive to the needs, expectations and rights of others including confidentiality. Employees must guard against any conduct unbecoming to their position while engaged in The Ranch business or while representing The Ranch such as publicly consuming alcohol to excess, dressing in an inappropriate fashion, encouraging youth in negative behaviours, berating staff or Board in public.

Dealing with Perceived Wrong or Danger:

Employees have a duty to report to the Ranch Manager or Board of Directors, any situation that they believe contravenes the law, misuses The Ranch funds or assets, represents a danger to member health and safety or to the environment.

If the employee feels the Board of Directors has not resolved the matter, the employee may then refer the allegation to the appropriate authority:

- allegations of illegal activity must be referred to the RCMP
- allegations of labour violations must be referred to the Employment Standards Branch
- allegations of misuse of The Ranch funds must be referred to the RCMP
- allegations of a danger to health must be brought to the attention of health authorities; and
- allegations of a danger to the environment must be reported to the appropriate government agency

Protection for Those who Report Incidents:

Employees will expect such matters to be treated in confidence unless the law requires disclosure of information. Employees will not be subject to discipline or reprisal for bringing forward to the Ranch Manager or Board of Directors, in good faith, allegations of wrongdoing.

Expectations for Working Relationships:

Employees who permanently reside together may not be employed in situations where:

- a reporting relationship exists between them; where for example, one employee has influence, input or decision-making authority over the other employee's Performance Evaluation, salary, or conditions of work; or
- the working relationship affords an opportunity for collusion between the two employees or a real or perceived conflict of interest that would have a detrimental effect on The Ranch interests

The above restriction on working relationships may be waived in writing provided that the Ranch Manager and where their decision may be required, Board of Directors, are satisfied that sufficient safeguards are in place to ensure that The Ranch interests are not compromised. (See Conflict of Interest Policy)

Expectations for Workplace Behaviour:

The conduct and language of The Ranch employees in the workplace must meet acceptable social standards and must contribute to a positive work environment. All employees of The Ranch are expected to conduct themselves in a professional manner giving due consideration to co-workers, supervisors, other employees and visitors. An employee's conduct must not compromise the integrity or image of The Ranch.

Employees are expected to comply with rules adopted by the Board of Directors including, but not limited to, the following:

- the use of alcohol or drugs on work sites will not be tolerated
- smoking is prohibited
- cheques will not be cashed with The Ranch funds

Personnel Decisions:

Employees are to disqualify themselves as participants in personnel decisions when their objectivity could be compromised for any reason (see Conflict of Interest Policy).

For example, employees are expected to willingly remove themselves from participation in staffing actions involving relatives or persons living in the same household.

Outside Remunerative and Volunteer Work:

Subject to the Conflict of Interest policy, employees may engage in employment with another employer, carry on a business, receive remuneration from The Ranch funds for activities outside their position or engage in volunteer activities provided it does not:

- interfere with the performance of their duties
- compromise the integrity of The Ranch
- represent a conflict of interest or create the reasonable perception of a conflict of interest with The Ranch rights, policies, positions, governance, etc.
- appear to be an official act or to represent The Ranch opinion or policy
- use work time or premises, services, equipment or supplies, unless authorized to do so and
- where there is reason to question said outside work, the Ranch Manager or Board of Directors, may for the purpose of clarifying the matter, ask the employee to provide information with respect to the nature of their outside work (including remuneration) without compromise to the outside work-related confidentialities

REVIEWED & RECOMMENDED

Dated this _____ day of _____, 20_____

APPROVED BY:

Roland Willson

Theresa Brown

Bradley Dokkie

Robyn Fuller

Clarence Willson