

The Manitoba Chambers of Commerce



Human Resource Manual

TABLE OF CONTENTS

- S1. EMPLOYEE STATUS DEFINITION
- S2. OFFICE PRACTICES AND PROTOCOLS
 - S2.1 Employee Records
 - S2.2 Hours of Work, Absences, and Lateness
 - S2.3 Lunch Breaks and Rest Periods
 - S2.4 Time Keeping
 - S2.5 Professional Image
 - S2.6 Telephone Procedures
 - S2.7 Abusive Telephone Calls
 - S2.8 Outside Employment
 - S2.9 Staff Functions
 - S2.10 Recruitment
 - S2.11 Resignation and Termination
 - S2.12 Recognition
 - S2.13 Discipline
 - S2.14 Grievance Procedures
 - S2.15 Emergency Notification
- S3. SAFETY AND SECURITY
 - S3.1 Safety & Security & Automation
 - S3.2 Smoking
 - S3.3 Conflict of Interest Guidelines
 - S3.4 Harassment
 - S3.5 Infectious Diseases
- S4. COMPENSATION AND PERFORMANCE
 - S4.1 Payday
 - S4.2 Performance and Salary Review
 - S4.3 Over-time
 - S4.4 Over-time Pay
 - S4.5 Vacation
 - S4.6 Holiday Pay
- S5. BENEFITS
 - S5.1 General
 - S5.2 Sick Days
 - S5.3 Short Term Disability Leave of Absence
 - S5.4 Maternity/Parental Leave of Absence
 - S5.5 Family Medical Leave
 - S5.6 General Leave of Absence
 - S5.7 Time Off for Bereavement
 - S5.8 Time Off for Legal Proceedings
 - S5.9 Professional Development

S6. EXPENSE POLICIES

S6.1 General

S6.2 Travel and Expense Rates

S6.3 Travel Advances

S7. REVISION OF STAFF POLICIES

APPENDIX A - Standard Form of Contract

APPENDIX B – Over-time Agreement

APPENDIX C - Group Benefits

APPENDIX D – Cost Plus Plan – Eligible Expenses

APPENDIX E - Chamber Expense Report Form

APPENDIX F - Time Sheet

APPENDIX G – Automation Agreement

APPENDIX H- Security and Disclosure Certification

APPENDIX I-Emergency Notification

The Employee Policies and procedures established by the Chamber are contained in this Manual. Please ensure you are familiar with them and keep your Human Resource Manual up-to-date at all times.

The Employee Policies confirm at least the minimum rights of Employees as required by the Manitoba Employment Standards Act (the Act). In many cases, Employees are given greater rights than those required by the Act.

Any concern or dispute respecting these policies shall be resolved by referring to the Act.

S1. EMPLOYEE STATUS DEFINITION

S1.1 Persons employed by the Manitoba Chambers of Commerce (herein known as the Chamber) shall be classified as

- (a) Permanent Full-time;
- (b) Permanent Part-time;
- (c) Temporary; and
- (d) Casual

S1.2 These policies and practices shall apply only to individuals employed on a permanent basis and to individuals employed on a temporary or casual basis unless specified in the terms and conditions of the established employment agreement.

S1.3 Individuals who's services are acquired by the Chamber on a contract or fee for service basis shall be deemed not to be employees of the Chamber.

S1.4 In this Policy:

- (a) "employee" or "employees" refers to an individual or group of individuals employed by the Chamber on a permanent, full-time and part-time, basis
- (b) "full-time employee" means a permanent employee who is regularly scheduled to work **37.5** hours a week.
- (c) "part-time employee" means a permanent employee who works an average of less than **37.5** hours a week.
- (d) "permanent employee" means an employee hired for an indefinite period.
- (e) "relative" means spouse, common-law partner, child, parent, grandparent, brother, sister, aunt, uncle, cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law niece or nephew of the Employee.
- (g) "temporary staff" means staff hired for a definite, short range period of time, with the understanding that his or her employment will be completed on a specific date or upon completion of a specific assignment, in accordance with the terms of his or her employment agreement. Such agreements may stipulate that sections of this policy are applicable. Unlike permanent employees, temporary staff are entitled to vacation pay on an accrued basis, accruing daily from the date of employment, calculated on the basis of 4% of salary earned. Temporary staff are paid twice monthly.
- (h) "Casual" refers to a staff member who works on an as-needed basis, as assigned by the General Manager or his/her designate.
- (i) "Manager" refers to a direct supervisor.

S1.5 Unless otherwise stipulated in the employment agreement, individuals are not permitted to sub-contract their services to the Chamber.

S2. OFFICE PRACTICES AND PROTOCOL

S2.1 Employee Records

Each Employee is responsible for ensuring his or her employment record is up to date.

The General Manager must be informed of any changes in home address, telephone number, marital status, number of dependents, and/or other relevant personal data **for tax purposes only**.

- (1) Each employee file shall contain the following:
 - full name and mailing address
 - social insurance number
 - employment start date
 - job description - to be updated annually
 - all completed performance appraisals and any relevant performance documentation
 - completed employee self-evaluation and / or annual performance.
 - emergency contact information

S2.2 Hours of Work, Absences and Lateness

(1) Hours of Work

All staff, other than part-time staff, shall work no less than 37.5 hours per week as scheduled by the General Manager. Employees are generally required to be in attendance at the Chamber offices or otherwise available for work from 8:30 a.m. to 4:30 p.m., Monday to Friday unless otherwise scheduled on a rotation basis or for specified business purposes.

From time to time, the Chamber may alter this schedule to meet the needs of scheduling or for reasons of efficiency. The General Manager may reasonably set or change the hours of work of an Employee.

- (2) The General Manager and Executive Assistant are required to be in attendance at the Chamber offices or to otherwise work the hours required to accomplish the responsibilities of their positions which should not normally exceed 37 to 40 hours per week. This flexibility arises from the professional nature of the services provided and it is expected that they will respect the inherent flexibility of their positions. Likewise, the Chamber does not expect individuals in these positions to consistently exceed the above-mentioned average workweek.
- (3) An Employee who is unexpectedly unable or otherwise delayed from reporting to work must notify the General Manager or President, providing

the reason for and anticipated length of the absence or delay, within one hour of the time the Employee is scheduled to begin work.

- (4) Upon return from absences of more than three days due to illness or other reason, the Employee shall provide a doctor's certificate or written explanation in a form satisfactory to the Chamber justifying the absence. The Chamber may require a doctor's certificate for shorter absences if these have been occurring frequently. If in these cases the Chamber intends to require a certificate, the Employee will first be advised. A doctor's certificate will then be required after his or her next absence and after any further absences until the Chamber gives further notice.
- (5) Planned absences for doctor or dental appointments should be scheduled, to the extent possible, during lunch hours or near the beginning or the end of the work day, with the approval of the General Manager. If such planned absences during the workday are occurring frequently, the Employee may be required to make up the time. The decision to require that the time be made up shall be first discussed with the employee as deemed appropriate by the General Manager
- (6) Planned absences for voting should be scheduled with the General Manager and the employee is not required to make up the time.

S2.3 Lunch Breaks and Rest Periods

- (1) All Full-time Chamber Employees are allowed one hour daily for lunch, normally taken between noon and 2:00 p.m.
- (2) All Full-time Employees are allowed two fifteen (15) minute rest periods each day. Employees are encouraged to take their breaks when it is convenient for them, while also respecting and considering their co-workers and customers. Common sense should always prevail.
- (3) All Part-time or Casual Employees are allowed
 - (a) One fifteen (15) minute rest period, if working four hours or greater on any one day;
 - (b) One fifteen (15) minute rest period and one hour for lunch, if working five hours or greater on any one day; and
 - (c) Two fifteen (15) minute rest periods and one hour for lunch, if working six hours or greater on any one day.
- (4) Rest periods are considered paid time. Rest periods are not to be used to accumulate over-time under any circumstances.

S2.4 Time Keeping

- (1) Work schedules are essentially based on a honor system. All Employees are expected to keep track of their own schedules / time sheet, in the form contained in an Appendix to this Manual, on a daily basis and submit it to the General Manager upon request or at the end of the month as appropriate
- (2) Temporary Staff and casual staff are required to submit a completed time sheet to the General Manager, at the end of each bi-weekly pay period.

S2.5 Professional Image

All Employees shall participate in the development of the Chamber's professional image. This extends to keeping individual and common work areas, storage areas, the lunch room and reception area and files orderly, maintaining personal hygiene, dressing in a suitably professional manner and conducting oneself at all times in a professional, congenial manner.

All employees are required to be clean and well-groomed and while we do not demand a standard dress code, the following are not allowed:

- Pants: Old, torn or dirty jeans/pants/leggings, bib overalls, coveralls, sweatpants, or excessively tight pants.
- Shirts: Slogan shirts, cut out, see through or immodest shirts including those tied in the middle. No mid drift showing.
- Shorts: Sports shorts, boxers, or cut-offs.
- Dresses/skirts: Excessively short or tight skirts.
- Footwear: Unkempt shoes of any style, beach sandals

If you arrive to work in attire deemed to be inappropriate by the General Manager or his/her designate, you will be asked to return home and change into suitable attire.

S2.6 Telephone Procedures

Personal telephone calls (incoming and outgoing) during business hours should be kept to a minimum. Employees must reimburse the Chamber for personal long distance calls or use a calling card.

S2.7 Abusive Telephone Calls

- (1) As representatives of the Chamber employees are expected to adopt an efficient, professional and service oriented telephone demeanor.

- (2) Callers should be asked to identify themselves at the beginning of a telephone conversation.
- (3) If the caller is abusive or refuses to identify him or herself, an Employee may politely end the telephone conversation, upon indicating his or her intention to do so.
- (4) If the caller is threatening, the Employee should immediately contact the police.
- (5) All such telephone conversations must be reported to the General Manager as quickly as possible.
- (6) Any subsequent related calls from the caller to the Employee shall be immediately referred to the General Manager.

S2.8 Outside Employment

- (1) An Employee seeking outside employment in addition to employment with the Chamber should discuss the matter with the General Manager before doing so.
- (2) The Chamber has no objection to an Employee accepting a second job unless it has a negative effect or conflicts with the Employee's ability to satisfy the job related requirements of his or her position, affect the employee's required work hours, is in direct competition with the Chamber, or involves the use of confidential information learned directly or indirectly through employment with the Chamber.

S2.9 Staff Functions

The Chamber appreciates and acknowledges the contributions of its Employees. In order to show such appreciation more tangibly, each year the Chamber shall provide a budget for Employee functions, meetings and general "appreciation" or support. This budget is set by the President and administered at the discretion of the General Manager.

S2.10 Recruitment

Finding and hiring the best Employees is the fundamental purpose of the Chamber's recruitment process.

- (1) Recruitment of Employees shall be based upon qualification. This may include consideration of education, prior work experience and ability to fulfill key position requirements.

- (2) The Chamber wishes to ensure all Employees are aware of position vacancies. This will be done by sending a memo or posting a memo on the employee bulletin board or announcing it at a staff meeting at least five working days before a recruiting process is to close. Interested Employees who meet the minimum qualifications may apply for a posted position by notifying the General Manager.
- (3) Any screening of prospective Employees prior to conducting employment interviews shall be based upon screening criteria which are applied fairly and equally to each prospective Employee.
- (4) In conducting employment interviews, the Chamber's representative shall act within current laws.
- (5) The Chamber will not consider recruitment of relatives of current Employees within the organization.
- (6) Any recruitment or offer of employment is subject to the prospective Employee entering into an employee agreement, as contained in an Appendix to this Manual, or as modified and executed by the General Manager.
- (9) Any offer of employment may be subject to the prospective employee's provision of a current criminal record check and that the certificate contains no information which would indicate risk to the candidate's ability to perform in a satisfactory manner in the position. The cost of the criminal record check is assumed by the Chamber. Any employee hired prior to May 2009 are not subject to this requirement.
- (8) The Chamber reserves the right to transfer Employees to different positions when it is necessary to maintain efficient operations or production.

S2.11 Resignation and Termination

- (1) Written notice of voluntary resignation by an Employee should be submitted to the General Manager. As much notice as possible is greatly appreciated and should:
 - (a) be submitted at least two weeks in advance of the termination date
- (2) If an employee is unable to personally report an absence due to extenuating circumstances it is expected a family members or another designate will contact the Chamber on the employee's behalf. An employee who fails to report to work for five consecutive days without

providing notice of the absence will be considered to have voluntarily resigned.

- (3) All accrued vacation allowances will be paid upon voluntary resignation or involuntary dismissal. Involuntary dismissal includes but is not limited to layoffs and medical disability dismissals.
- (4) All benefits cease on the last day of employment.
- (5) Every Employee who leaves the Chamber for any reason will have an exit interview with the General Manager and then at their option, with the President.
- (6) When an Employee is terminated by resignation or layoff, the Chamber may provide a letter of reference, if requested, to assist the former Employee to obtain employment. Any inquiries from prospective employers about the performance record of past Employees of the Chamber shall be referred to the President or General Manager. No other Employee is authorized to release information about a former Employee.
- (7) Except where specifically requested by the former Employee, only information pertaining to dates of employment will be released. Any other information, such as that regarding character, performance, attendance ability, personal characteristics, etc. whether favorable or unfavorable, will only be released if the Employee or former Employee grants consent in writing.

S2.12 Recognition

- (1) Resignation or Retirement
 - (a) The Chamber may contribute to the cost of gifts for resigning or retiring Employees based on the length of service, level of performance and a recommendation from the President, at the approval of the Board of Directors.
 - (b) Subsections (a) does not preclude any Employee or a Board Member from making any additional contribution.
- (2) Long term service
 - (a) Employees of the Chamber shall be recognized for service at ten year intervals.

S2.13 Discipline

- (1) Any Employee who contravenes or disregards any of the Conflict of Interest Guidelines (section 3.2) shall be subject to appropriate and fair disciplinary review and measures up to discharge.
- (2) The Chamber will not tolerate dishonesty or criminal activity. Such behaviours and activity may be deemed just cause for immediate discharge of any employee. The discharge will be reported to the Chamber's legal counsel and upon advice reported to the Executive Committee immediately.
- (3) Other discipline problems which may arise from time to time shall be subject to progressive discipline consisting of
 - (a) the giving of an oral reminder by the General Manager,
 - (b) the giving of a subsequent written reminder by the General Manager,
 - (c) the giving of a "decision-making leave", consisting of one to three days without pay, by the General Manager. (A decision-making leave is a special type of leave given to an Employee who must make a decision to correct discipline or performance problems in order to continue at the Chamber, or decide to seek alternate options.)
- (4) If progressive discipline given in accordance with subsection (3) proves ineffective, the discharge of the Employee, by the General Manager, may result. Where this occurs, at the request of the discharged employee, an interview may be arranged with the President or Executive Committee.
- (5) Nothing in this policy precludes the Chamber from discharging an Employee, without notice or payment instead of notice, for just cause, such as
 - (a) any misrepresentation in the Employee's employment application;
 - (b) any violation of the terms of the Employee's employment agreement;
 - (c) violation of The Chamber policy; or any other conduct which at law constitutes just cause for immediate dismissal.

S2.14 Grievance Procedures

- (1) An Employee experiencing a problem related to his or her employment, or to the Chamber policies or practices, is encouraged to address the matter directly with the President or General Manager. Every effort will be made to address the concern. An Employee should:

- (a) talk the matter over with the General Manager. There is a good possibility that it can be resolved at this stage;
- (b) Where interviews with the General Manager have not resolved the problem, the matter can be referred to the President. The Presidents decision is final and must be in writing. A copy will be provided to the employee

S2.15 Emergency Notification Policy

In an emergency situation it is important to be sure that all staff and Board members, as well as key partners, are notified as quickly as possible.

The President and the Director of Policy & Communications will develop key messages and a public statement where necessary, and distribute to key contacts. As stated in the bylaws of the MCC the President is the “chief spokesperson for the Chamber”. Therefore all communication must come from the President in conjunction with the Director of Policy and Communications.

In the event of an emergency, the General Manager will be charged with notifying staff and operational partners. The President will be charged with notifying the Board of Directors.

See Appendix for complete list of staff, operational partners and Board of Directors.

S2.16 Staffing Coverage

The Chamber of Commerce shall ensure that the operations are maintained with sufficient staff resources during normal business hours. At least two Chamber employees shall be available to service customer/client needs via phone and in person.

In order to ensure sufficient staffing levels, the General Manager and President shall not schedule vacation at the same time, nor shall the General Manager or the Executive Assistant schedule vacation during the same period. Exceptions are permissible in family emergency cases.

S3. SAFETY AND SECURITY

S3.1 The Chamber wishes to ensure its premises are safe and secure. Employees play a key role in ensuring this occurs. Therefore, Employees are encouraged at all times to exercise prudent judgment and common sense in the discharge of all of

their responsibilities with the Chamber, and to conduct themselves and act within the tenor and spirit of the Chamber and its policies.

Employees shall review and adhere to the following agreements:

- (a) Computer use agreement
- (b) MCC Security and Disclosure Certification
- (c) MCC Robbery and Trauma Response Guidelines – see Appendix
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(1) Employees should refrain from:

- (a) allowing unauthorized persons access to the Chamber's office or any other leased premises without permission or knowledge of General Manager/President
- (b) using, duplicating, or possessing keys to the Chamber office, without approval of the General Manager;
- (c) removing The Chamber records without express or implied authority to do so;
- (d) creating an oral or written statement defaming, ridiculing, degrading, or otherwise discrediting the Chamber, its practices, products, or members or any of the people working with the organization;
- (e) usage of and changes made to another Employee's workspace while that Employee is absent for any reason, without restoration of the workspace to its original state prior to that Employee's return.
- f) bringing intoxicants or drugs, consuming intoxicants or drugs (other than drugs prescribed by a physician) on the premises, or reporting to work under the influence of drugs or alcohol; The Chamber will enforce the Manitoba zero tolerance policy as outlined in the provincial legislation.
- (g) accepting excessive gifts (particularly of a monetary nature) from businesses or members given because of employment with the Chamber and directed toward influencing the Employee in the course of his or her employment. Chocolates, tickets, honorariums for facilitating workshops, making presentations or participating as part of panels, and other small tokens of appreciation are not considered excessive.

All employees of the Manitoba Chambers of Commerce must agree with and sign the Computer use and Security and Disclosure Certification. Failure to comply with the contents of both agreements and with the guidelines outline above may result disciplinary actions.

S3.2 Smoking

The Chamber strives to maintain a pleasant, comfortable working environment for all Employees. Accordingly, smoking is not permitted inside the Chamber offices in accordance with the By-laws of the City of Winnipeg.

S3.3 Conflict of Interest Policy and Guidelines

Chamber employees are expected to conduct themselves with personal integrity, honesty and diligence in performing their duties on behalf of the Chamber and to act in ways that preserve and enhance the reputation and business integrity of the Chamber. A conflict of interest occurs when an employee's personal interest (e.g. financial or business interests) or relationships interfere with – or appear to interfere with – the interests of the Chamber.

- (1) All persons shall disclose any known, present, or future conflict of interest to the General Manager prior to accepting employment with the Chamber.
- (2) An Employee shall not at any time during employment engage in any activity which would conflict with his or her responsibilities or compromise the integrity of the Chamber.
- (3) If the Employee believes a conflict or potential conflict exists, he or she will provide the details of the activity or proposed activity in writing to the General Manager who shall render a decision in writing as to whether it would constitute a conflict of interest and, if so, what appropriate actions should be taken. Regardless of the outcome, this writing will be retained in the employee's personnel file as a record of compliance
- (4) An Employee shall not, either directly or indirectly, use a position with the Chamber, for personal advantage or gain, or for the advantage or gain of immediate family members, where this would be, in turn, at the expense of or detrimental to the Chamber. This includes acting in any manner which would directly or indirectly harm the interests of or disadvantage members of the Chamber.
- (5) An Employee shall maintain in strict confidence all information which is of a confidential nature, whether express or implied, relating to the business and affairs of the Chamber, and shall not divulge any such information unless expressly or implicitly authorized by the Chamber or

required by law to do so. All handling of information shall comply with all applicable Provincial and Federal Laws or Regulations affecting an individual's privacy. This applies during his or her employment but should do so after ceasing to be an Employee as well.

- (6) An Employee shall not make public statements relating to the Chamber or The Chamber matters without the express authority of the President or the General Manager of the Chamber, thereby avoiding situations wherein statements which do not represent the official position of the Chamber are made to the public. If there are instances where an Employee disagrees with matters of principle or positions taken by the Chamber and the Employee wishes to make public statements which could be regarded as not being in the best interests of the Chamber, then the Staff member should resign his or her position and clearly indicate that those statements are not being made in his or her capacity as an Employee of the Chamber or on behalf of the Chamber.
- (7) An Employee who engages in an outside interest such as another profession, business or occupation concurrently with employment with the Chamber must not allow such outside interest to jeopardize his or her professional integrity, independence, competence or duty to the Chamber.
- (8) An Employee who contravenes or disregards any of the Conflict of Interest Guidelines will be subject to discipline and possible dismissal. The determination that a contravention of the Conflict of Interest Guidelines has occurred and the decision to dismiss or remove an Employee shall be made at the discretion of the General Manager.

S3.4 Harassment

- (1) It is prohibited, and may even be illegal and against the Chamber's policy for any Employee, Staff, contractor or volunteer to commit any acts of harassment.
- (2) Verbal or physical conduct constitutes sexual, racial or general harassment when:
 - (a) it undermines another Employee's dignity by causing embarrassment, discomfort, humiliation or offense;
 - (b) it interferes with an Employee's work performance by creating an intimidating or hostile work environment;
 - (c) submission to or rejection of such conduct affects decisions regarding that Employee's employment, including matters such as promotion, salary, benefits and job security; or

- (d) submission to such conduct is made, either explicitly or implicitly, a term or condition of employment or the rendering of services.
- (3) Employees who believe they have been victimized by harassment by another Employee, contractor, or a volunteer should report the harassment to the General Manager immediately. If the General Manager is the source, the Employee should report the problem to the President. If the President is the source, the Employee should report the problem to the General Manager who will take it to the Executive Committee.
- (4) If an Employee or contractor is the source of the alleged harassment, the General Manager will carefully investigate the matter. If a volunteer is the source, the General Manager will refer the problem to the President. In either case, special privacy safeguards will be applied in handling this type of complaint. All Employees who may have knowledge of either the incident in question or similar problems will be questioned. The complaint, the investigative steps, and all findings will be documented as thoroughly as possible. No Employee will be subject to any form of retaliation or discipline for pursuing a harassment complaint.
- (5) Employees who are dissatisfied with the resolution of a harassment complaint may file a complaint through the Chamber's grievance procedure. According to Provincial law, appeals may also be made to the Manitoba Human Rights Legislation and Commission.

S3.5 Infectious Diseases

- (1) This policy has been established in an effort to protect the Chamber's Employees from infectious diseases. While occurrences are remote, the Chamber will work in the spirit of cooperation and expect the same from customers and staff.
- (2) Employees are encouraged to continue working as long as they desire, are able, and their illness presents no threat to themselves or others. Employees who know they have an infectious disease should not engage in any activity that creates a risk of transmission of the disease to others.
- (3) Immediately upon the Employee becoming aware that he or she has an infectious disease, the General Manager should be notified. After consultation with the employee, the General Manager will determine whether an Employee can adequately and safely perform duties. The General Manager may, with the Employee's consent, also wish to confer with the Employee's personal physician. The result may be a change of work assignment, a disability layoff or dismissal. Dismissal may be justified if the Employee's condition poses a medical risk of contagion to others.

- (4) All medical information received by the Chamber or its representatives shall be strictly confidential.
- (5) The Chamber reserves the right to request an Employee to undergo a medical examination by a doctor chosen by the Chamber whenever there is a question of the Employee's ability to work or where there is reason to fear that an Employee's condition may pose safety or health hazards for other Employees and/or Customers.
- (6) As with any illness, the Chamber will make every reasonable job accommodation where necessary to assist Employees with life threatening infections.

S4. COMPENSATION AND PERFORMANCE

S4.1 Payday

- (1) Employees shall be paid bi-weekly for the previous work period. Pay day is on Thursday of the pay week
- (2) Payment shall be made by direct deposit (through Ceridian) into the Employee's bank account.
- (3) Payment shall not be made to Employees prior to payday, except when a payday falls on a weekend or statutory holiday, in which case payment will be made on the last banking day prior to the weekend or statutory holiday.

S4.2 Performance and Salary Review

- (1) A standardized performance review shall be conducted on each Employee upon completion of the Employee's probation, usually within three months of the Employee's starting date.
- (2) Thereafter, a standardized performance review shall be conducted on each Employee on an annual basis, with all reviews completed by a deadline prescribed by the General Manager.
- (3) Salary reviews will be discussed with the President and implemented based on the financial performance and health of the organization.

- (4) Performance and salary reviews which would otherwise be conducted when an Employee is on a leave of absence, will not be conducted until the Employee returns to work.
- (5) A review of each Employee's Job Description shall be conducted periodically, and in any event, not less than once every year.

S4.3 Over-time

S4.3.1 Over-time

- (1) When a permanent employee travels on Chamber business, over-time is counted as all time spent on Chamber business, including travel time to and from home in excess of that required to normally travel to and from the office, and any mealtimes taken during that period. It does not include any significant time taken off for personal business during the period away from home/office.
- (2) Over-time is accumulated in amounts equal to the time in excess of 37.5 hours per week.
- (3) All Full-time permanent employees who are required to work over-time shall have their workday extended or modified in a manner approved and agreed to in advance by the General Manager.
- (5) When an Employee attends a Chamber function of a social nature outside of work hours, lieu time is accumulated if attendance is recommended or compulsory.

S4.4 Over-time Pay

- (1) Over-time must have the prior authorization of the General Manager. Authorized over-time will be taken as time in lieu.
- (2) The approval of over-time pay shall only be considered in those rare instances where the Employee has accumulated over-time to the extent that it is unlikely that he or she will be able to take any time off within the fiscal time period. The maximum is five working days. All staff are required to use banked / flex or overtime before Dec 31 . Any time not used will be forfeited unless specifically agreed upon in writing with the General Manager or President.
- (3) Notwithstanding subsection (1), entitlement to over-time shall be determined in accordance with the Employment Standards Act.

- (4) An Over time Agreement shown in Appendix B must be completed by all staff in positions not defined as management.

S4.5 Vacation

- (1) Permanent Full-time and Part-time Employees earn vacation at the following rates calculated on the basis of elapsed continuous employment. Previous employment or contract with the Chamber contributes toward continuous employment.

<i>Elapsed Continuous Employment</i>	<i>Vacation Earned</i>
<i>1 - completion of 1 year 2—Completion of 5 years</i>	<i>10 days per year 15 days per year</i>
<i>10 years of completion 15 years of completion</i>	<i>20 days per year, maximum 15 days in July and August Six weeks maximum</i>

Vacation is administered on a calendar year basis and can be taken in the year earned. All vacation must receive advance approval from the General Manager. **The General Manager has the right to refuse vacation requests if the vacation would, in the opinion of the General Manager, seriously interfere with the operation of the Chamber.** Vacation is to be used within the year earned, in special circumstances with the General Manager’s permission as much as one half of one year’s entitlement can be carried forward until March 31 the following year. If after that time the vacation has not been used, it is forfeited.

When an Employee terminates, the Employee is compensated by the Chamber for vacation fully earned but not taken and the Employee shall compensate the Chamber for any vacation taken which has not been fully earned at the date of termination.

- (2) Vacations shall be taken in accordance with a schedule prescribed by the General Manager. The said schedule shall be posted on the staff bulletin board and any changes to that schedule must be approved by the General Manager.
- (3) Any vacation scheduling conflicts shall be resolved conclusively by the General Manager. A strong effort will be made to accommodate all vacation requests for the times requested. However, coordination of all vacations is required to ensure that there is appropriate coverage within

each area and throughout the organization. Seniority will also be taken into consideration by the General Manager when coordinating vacation requests.

- (4) Once a vacation is approved, it should not be usurped by other activities arising within the Chamber which should be planned accordingly. A vacation allowance, which is approved and subsequently taken, will not be later modified on the basis of a timesheet which shows hours worked at home. The only exception to this is if the Chamber, by specific request of the General Manager, asks that the person defer some portion of his or her vacation to complete work, either at home or in the office. An Employee may, however, refuse such a request.
- (5) Vacation entitlement and scheduling of the General Manager's vacation shall be coordinated with the President

S4.6 Holiday Pay

- (1) General holidays pursuant to the Employment Standards Act are:
 - (a) New Year's Day,
 - (b) Louis Riel Day
 - (c) Good Friday,
 - (d) Victoria Day,
 - (e) Canada Day,
 - (f) Labour Day,
 - (g) Thanksgiving Day,
 - (i) Christmas Day and
 - (j) Boxing Day.
- (2) Other general holidays designated by the Chamber are
August Civic Holiday.
- (3) Employees are not required to work on and are paid for their usual hours of work on the general holidays outlined in subsections (1) and (2).
- (4) General holidays which fall on a Saturday or Sunday will be observed the proceeding Friday or the following Monday as per provincial standards

S5. BENEFITS

S5.1 General

- (1) All permanent Employees are eligible, depending on their contract agreement, for all benefits upon their employment being considered permanent, and having completed one year of full time employment . However, permanent Part-time Employees must meet a lower limit of 20 hours per week or else their coverage is subject to acceptance by the carrier on an Employee by Employee basis. The Employees must be enrolled on the plan 90 days after being declared permanent employees working 20 or more hours a week.

Current firm benefits include:

- life insurance
- dependent life insurance
- accidental death and dismemberment insurance
- long term disability insurance
- Cost Plus Plan
- Best Doctors

For details, refer to the outline of these benefits in the Appendix. Benefits may be amended from time to time. If this Manual inadvertently contradicts or is inconsistent with any formal documents relating to the benefits, the formal documents will prevail.

- (2) Remuneration in lieu of benefits

There must be 100% participation in the group benefit plan of all eligible employees. Employees who are covered under a spouse for E.H.C. and/or Dental may opt out of these benefits but must enroll for the core benefits of Life and LTD. An employee who opts out of benefits due to coverage elsewhere (usually through a spouse) **is not eligible to receive a comparable value as a salary adjustment.**

S5.2 Sick Days

- (1) This policy and entitlement are intended to provide an Employee with no interruption of pay due to minor, common, foreseeable and unavoidable sickness, such as colds, flu, etc.
- (2) Notice of absences due to sickness must be given in accordance with S 2.2
- (3) regarding notification of absences. The failure to do so may result in

the Employee not being paid for the period of the absence. All sick days must be noted on the Employee's time sheet.

- (3) When absent due to sickness, with or without a doctor's certificate, an Employee will be paid for up to 5 days per year based on the calendar year. Sick days not used in one calendar year may not be carried forward as "unused" days to the next year. Such sick days in excess of 5 may be taken as vacation days, or unpaid leaves of absence.
- (4) It is expected that this entitlement will only be utilized for legitimate reasons. Personal illness or caring for an ill spouse, parent, grandparents or child are all considered legitimate reasons for utilizing this entitlement. For periods greater than 5 working days, refer to Family Medical Leave S5.7.
- (5) An Employee who attends the office while sick may be sent home, and any time off will be noted as a sick day (or portion there-of). Refer to S. 3.4 Infectious Diseases.

S5.3 Short-Term Disability Leave of Absence

- (1) A short term disability leave of absence is defined as absences between 6 and 120 days of illness, whether emotional, physical or mental.
- (2) Notice of absences due to sickness must be given in accordance with S 2.2 (3) regarding notification of absences. All sick days must be noted on the Employee's time sheet.
- (3) Employees may qualify for sick benefits under Employment Insurance. Copies of medical documentation required by Employment Insurance will also be required by the Chamber.
- (4) An Employee on a short term disability leave of absence shall not be employed or otherwise provide services under contract to the Chamber or to any other external organization for the duration of that leave of absence.
- (5) Vacation or any other entitlements will not continue to accrue when the Employee is on a short term disability leave.
- (6) Every reasonable effort will be made to keep an Employee's position vacant while on short term disability. This will include the redistribution of work to other Employees and hiring temporary replacement Staff when necessary. There may be some situations, however, where this would not be practical, and the Chamber therefore reserve the right to fill a position if it becomes necessary. Disabilities extending longer than four months will be evaluated on a case by case basis respecting keeping the

Employee's position vacant. If the position must be filled, every effort will be made to place the Employee in another suitable position should one become available when the Employee is able to return to work.

S5.4 Long-Term Disability Leave of Absence

- (1) A long term disability leave of absence is defined as absences in excess of 121 days and up to 2 years during which time an employee is unable, as a result of illness or injury, to perform the whole duties of their regular occupation, and they do not work at any other commensurable job.
- (2) Notice of absences due to sickness must be given in accordance with S 2.2 (3) regarding notification of absences. All sick days must be noted on the Employee's time sheet.
- (3) Employees may qualify for long-term disability under Chamber benefits. For details refer to the outline of these benefits in the Appendix. Copies of medical documentation required by the Insurance provider will also be required by the Chamber.
- (4) If an Employee's Group Life Insurance premiums are being waived in the event of their total disability, other firm benefits will continue up to an additional 24 months.

S5.4 Maternity/Parental Leave of Absence

- (1) The Manitoba Chambers of Commerce adheres to the Employment Standards Act and adapts its policy guidelines as required by the Act from time to time.

S5.5 Family Medical Leave

- (1) The Manitoba Chambers of Commerce adheres to the Employment Standards Act and adapts its policy guidelines as required by the Act from time to time.

S5.6 General Leave of Absence

- (1) A general leave of absence may be permitted depending on the reasons and circumstances prompting such a request.
- (2) A written request for a general leave of absence, including the reasons for that request, must be submitted to the General Manager. If a request is

approved, a document signed by the employee to support the absence, may be required by the General Manager.

- (3) Any general leave of absence so approved shall be without pay.
- (4) Vacation or any other entitlements will not continue to accrue when the Employee is on a general leave of absence.
- (5) An Employee on general leave who is on the firm benefit plan and who wishes to have uninterrupted coverage is responsible for 100% of the premiums while on leave. An employee will be required to provide the Chamber a series of postdated cheques before the commencement of their leave. Employees who are on leave of absence or temporary layoff may remain on the plan at the discretion of the Insurance Company for Life Insurance, Accidental Death & Dismemberment, Dependent Life, Extended Health, Dental and Cost Plus if these are part of the firm's plan, for up to 4 months. They are not eligible while off for Long-Term Disability.
- (6) An Employee on a general leave of absence shall not be employed or otherwise provide services under contract, on a full-time basis, to the Chamber or to any external organization for the duration of that leave of absence, unless such employment or contract for services is otherwise approved, as part of the reason for the leave.
- (7) An Employee returning from a general leave of absence will be reinstated to his or her former position or a similar position which may be available, at least the same rate of pay.

S5.7 Time Off for Bereavement

- (1) Employees will be granted up to 5 days paid leave for a death in the immediate family (parents, spouse or children), and up to 3 days for other next of kin (in-laws, siblings, grandparents etc.).
- (2) In the case of a death of a person other than a Relative, the Employee may take time, as approved by the General Manager.

S5.8 Time Off for Legal Proceedings

- (1) If an Employee is required to serve as a juror, the Chamber will pay the Employee the difference between his or her salary for regularly scheduled hours and the amount received for jury duty.
- (2) If an Employee is required to appear in court as a witness, the Chamber **will pay** the Employee his or her salary for regularly scheduled hours, not

exceeding two days of regularly scheduled hours, for the time it takes to attend and to present testimony. The Employee will not be paid for any time taken to observe legal proceedings.

- (3) If an Employee is required to appear in court as a litigant, the Chamber **will not pay** the Employee for any required leave of absence. Such appearances may be taken as part of the Employee's vacation allowance, or as unpaid leaves of absence.

S5.9 Professional Development

- (1) The Chamber encourages Employees to take advantage of continuing education opportunities. If an Employee is interested in attending a course or short term seminar or conference, or a credit course directly related to position responsibilities, he or she should discuss the matter with the General Manager, who will decide if the cost is justified in regard to the budget available.
- (2) If such costs are justified and therefore approved by the General Manager,
 - (a) if the short term seminar or conference extends to a maximum of five days, payment will be made by the Chamber, either to the Employee or directly to the institution offering the course or seminar, in advance of the actual course or seminar. In such cases, if the Employee fails to attend, he or she must reimburse the Chamber for the payment made;
 - (b) if the course extends beyond five days, the Employee will be reimbursed by the Chamber, for tuition and materials, only upon submitting evidence to the Chamber of his or her satisfactory completion of the course.
- (3) In addition, the Employee will also be reimbursed for reasonable travel and accommodation expenses incurred in relation to subsection (2)(a) of this policy which are supported by receipts.
- (4) Up to one day may be taken off with pay in preparation for or to write a course examination. It is up to the Employee's discretion to determine to what extent such time off is required and utilized. Additional preparation days may be taken as over-time, as part of the Employee's vacation allowance, or as unpaid leaves of absence.

S6. EXPENSE POLICIES

S6.1 General

- (1) The Chamber shall pay or reimburse expenses necessarily incurred by Employees in the performance of their employment responsibilities. Only expenses included in this policy will be paid or reimbursed by the Chamber. However, if an Employee incurs an expense which is not specifically covered and the expense is consistent with the spirit and the intention of this policy, reimbursement may be considered if the General Manager approves of this extraordinary expense.
- (2) If an Employee selects a route and mode of transportation to combine personal activities with The Chamber business, payment or reimbursement shall be based on travel while on The Chamber business. Any travel related to personal activities which are combined with The Chamber business shall not be paid for, or reimbursed by the Chamber.
- (3) The Chamber shall assist Employees with their travel plans, to ensure maximum economies are realized. Employees shall seek such assistance prior to making travel plans.
- (4) Expenses shall be reimbursed upon the completion (with receipts attached), submission and authorization of a standard The Chamber expense report form.
- (5) Employees responsible for reimbursing volunteers for travel and subsistence costs shall do so in accordance with sections 6.1 and 6.3 of this policy.

S6.2 Travel and Expense Rates

- (1) An Employee traveling on The Chamber business including that required to attend a conference, training session, meeting or Chamber event shall be paid or reimbursed for
 - (a) overnight accommodation and reasonable telephone calls home, in the amount of reasonable actual costs which are supported by receipts;
 - (b) Airfare, in the amount of the actual cost, supported by a receipt, between the Employee's residence and the location of the activity;
 - (c) Related ground transportation in the amount of actual costs which are supported by receipts including reasonable gratuities, and/or

mileage allowance at a reasonable rate as adjusted from time to time

- (d) parking fees, in the amount of the actual cost, supported by a receipt; and
 - (e) meals, gratuities and incidentals, in the amount of actual costs, supported by receipts, not exceeding \$60 for each 24 hour period of travel.
- (2) An Employee traveling on Chamber business in his or her own vehicle is responsible for maintaining appropriate insurance. Such insurance coverage will vary depending on the amount of mileage incurred and the requirements of the Employee's insurance company.
 - (3) An Employee required to rent a vehicle in order to travel on The Chamber business shall attempt to obtain the most economical rate for the vehicle rented but must ensure that insurance for the deductible portion of the automobile insurance is in place.
 - (4) If duties require an Employee to work late into the evening, and the Employee would be required to take public transit home, the Employee shall be reimbursed the cost of the cab fare home, upon submission of the receipt.

S6.3 Travel Advances

- (1) An Employee traveling on The Chamber business may request a travel advance.

S7. REVISIONS TO STAFF POLICIES

- (1) These Staff policies have been developed to facilitate the smooth functioning of the Chamber. They can and will be amended from time to time, at the discretion of the General Manager and the President.
- (2) Employees will be given reasonable notice of any such amendments. The reasonableness of such notice will vary, depending on the nature of the matter the amendment seeks to address and the urgency of the amendment. If an amendment adversely affects the rights of an Employee, every effort will be made to give notice of at least two weeks.
- (3) Any Employee may request that a policy directly affecting him or her, or his or her area of responsibility, be developed or revised, and may

recommend, in writing to the General Manager revisions or new policy, outlining the rationale underlying the request. Any resulting revisions or new policy will be implemented upon careful consideration of any requests.

- (4) Any revisions or new policy shall be documented in the filing updates contained at the end of this Manual.

APPENDIX A - Standard Letter of Employment

APPENDIX B - Over-time Agreement

APPENDIX C - Extended Group Benefits

APPENDIX D - Cost-Plus Plan

APPENDIX E - The Chamber Expense Form

APPENDIX H - Time Sheet

APPENDIX A - STANDARD LETTER OF EMPLOYMENT

Insert name and address

Dear **(insert name)**:

On behalf of the Manitoba Chambers of Commerce, it is my pleasure to offer you the position of **(insert job title)** under the terms and conditions outlined below. If you agree to accept employment on these terms, please sign and return this letter no later than **(insert return date)**.

1. Duties, Responsibilities and Reporting Relationship

Your title will be **(insert job title)**. This is a **(insert employee classification)** position. You will report directly to **(insert supervisor's title)**.

Your duties and responsibilities are laid out in the Position Description for the position, which you acknowledge as having been provided to you, and may be altered or amended from time to time. You agree to perform all assigned duties to the best of your ability and to promote and enhance the image of the Manitoba Chambers of Commerce.

2. Commencement and Location

Your employment will commence on **(insert commencement date)**.

The Manitoba Chambers of Commerce is located at 227, Portage Ave , Winnipeg , Manitoba

3. Compensation

(Insert salary or wage category) paid in equal bi-monthly installments. This compensation is subject the usual statutory federal and provincial deductions. (Optional clause: The President will review your compensation annually.)

Define Benefits: (Benefits are not offered with the exception of a life insurance policy paid by the Chamber of Commerce on your behalf.)

4. Reimbursement of Expenses **(if applicable)**

The Chamber offers an annual travel allowance of **(insert annual travel allowance)**. This is reimbursed on a monthly basis. **An expense report must be submitted and approved by the General Manager**

5. Vacation

You will be entitled to **(insert vacation entitlement)** annually. Timing of your vacation is to be determined in discussion with the **(insert immediate supervisor's title)**.

6. Other Personnel Policies

As (**insert job title**) you agree to conduct yourself and the business of the Chamber in a professional, accountable manner. During your employment with the Chamber, you shall be governed by the policies in the Manitoba Chambers of Commerce Human Resource Manual.

7. Probationary Period

During the first three months of your employment you will be a probationary employee. The purpose of the probation period is to provide both you and the Chamber with an opportunity to evaluate the employment relationship. You may terminate your employment pursuant to this letter within the probation period by giving two weeks notice in writing.

The Chamber may terminate your employment at its sole discretion and without notice and without cause during the six month probationary period. Should the Chamber terminate your employment during the probationary period, it will do so with two weeks written notice or at the Chamber's option, provide the equivalent in **wage/salary** payment in lieu of notice.

8. Termination

You agree to provide the Chamber with at least two weeks written notice of your intent to resign, after your probationary period.

The Chamber may terminate your employment with cause at any time providing you with written notice (or pay in lieu of notice) and severance equal but not greater than is required by the Manitoba Employment Standards Act. The Chamber is at no obligation to provide you with any notice or severance greater than is set out in the Employment Standards Act.

The Chamber reserves the right to terminate your employment for just cause at any time and without notice or severance.

9. Arbitration

You agree that any dispute concerning termination of your employment for just cause will be deferred to and resolved by arbitration in accordance with the Arbitration Act 1991 (Manitoba).

If you and the Chamber do not agree on an arbitrator within 20 days after written notice of intent to arbitrate has been given, you or the Chamber may apply (with notice) to a judge of the Manitoba Council (General Division) to appoint an arbitrator.

The arbitrator's decision will be final and binding on you and the Chamber.

We would be pleased to have you join our organization. We look forward to the contribution that you could make and trust that this position would also provide you with an opportunity to grow and develop, and to achieve a strong sense of personal satisfaction.

If you agree to accept employment on these terms and conditions as set out above, please sign and return one copy of this letter to, President, 4 Victoria Avenue North Lindsay, K9V 4E5, no later than (**insert return date**).

Yours truly

(Signed by President or General Manager)

Manitoba Chambers of Commerce

I have read, understood and agree to accept employment with the Manitoba Chambers of Commerce on the terms and conditions set out above. I agree that there are no representations of the Chamber that are not set out in this letter.

Dated

(insert Employee name)

APPENDIX B - OVER-TIME AGREEMENT

1. It is agreed between:

Name _____ (the Employee)

AND

Manitoba Chambers of Commerce (the Employer)

That the Employer will provide and the Employee will take time off with pay in place of over-time pay for those hours worked in excess of 7.5 hours a day or 37.5 hours a week comprising Monday to Friday.

2. The time off with pay in place of over-time pay shall be provided, taken and paid at the regular rate of wages, at a time that the Employee could have worked and received wages from the Employer.
3. Time off with pay in place of over-time shall be treated as hours of work and remuneration paid in respect to time off in place of over-time pay shall be treated as wages.
4. Time off with pay in place of over-time pay will be taken at an agreed upon time and will be subject to approval by the General Manager.
5. Time-off for over-time shall be provided and taken within 3 months of the end of the pay period in which the over-time was earned.
6. No Employee may accrue over-time without the prior approval of his/her supervisor.
7. No amendment or termination of this agreement shall be effective without at least one month's notice in writing by one party to the other.

Dated this _____ of _____ 200__

Employee signature _____

Employer signature _____

APPENDIX C - EXTENDED GROUP BENEFITS (need to confirm details as per latest contract)

APPENDIX F: TIME SHEET/FLEX TIME

TIME SHEET

**N
a
m
e
:** _____

	D a t e	I n	O u t	I n	O u t	T o t a l
M o n d a y						
T u e s d a y						
W e d n e s d a y						
T h u r s d a y						
F r i d a y						

T o t a l	
W e e k	

**Computer Automation Agreement of Understanding between
Manitoba Chambers of Commerce**

AND

Please read the following and ensure that you understand that you are fully accountable for and adhering to all issues that are outlined in this agreement regarding computer automation. Nothing in this agreement is intended to contradict the Security and Disclosure Certification. If a conflict arises, the Security and Disclosure Certification shall take precedence.

1. Manuals, hardware or software (disks) shall remain on location at the Manitoba Chambers of Commerce, 227 Portage Ave . Software must not be copied for any reason. Please be aware that it is a Federal offense to use software purchased or sourced by others.
2. Personal passwords, in our computer system, including changes once selected, will be made available to the General Manager.
3. Everything in the network, your c drive, or email is company information and may be accessed by the General Manager or designate.
4. All computers/keyboards are sensitive to dust, crumbs, moisture and rough behavior. Please refrain from dropping crumbs, spilling drinks or kicking your PC's. Also be aware that static electricity and magnets can completely erase everything on your computer. So for example, do not sit magnets on top of your CPU (the big white box) or anywhere close to a laptop.

Internet Use

1. Please refrain from accessing chat lines or obscure websites. They could

contain viruses, which would corrupt our system in spite of anti virus software.

2. Employees of the Chamber shall not download software, games or files without permission from the General Manager.
3. When downloading email, if it looks suspicious transfer it to your Junk email folder and delete. Never have your Outlook set on "preview". This will expose your computer to potential viruses. Clean out your junk folder and deleted items frequently.
4. Do not send confidential information over the internet unless you have checked for reasonable security in transmission as well as at the receiving end.
5. Chamber employees shall refrain from using the internet or email for personal purposes without permission from the General Manager. Access to websites that are pornographic or in bad taste is prohibited. It is understood that employees shall not receive or send email that contains inappropriate or questionable content.

Security System

1. Regular back ups are conducted by the Office Administrator of common files. If however, you wish to make your own back up of important files, do not hesitate to do so. One back up should always be stored off site.

Breach of this policy will result in disciplinary action as described in the Human Resources Manual.

Dated

Employee Signature

SECURITY AND DISCLOSURE CERTIFICATION
To be Read & Signed by All Employees
(Including contract and students)

EMPLOYEE NAME:
POSITION NO:

As an employee of private issuing office # _____, you will be collecting on behalf of the Ministry of Transportation confidential and person information from the public to administer the various programs for which the Ministry has a responsibility. This information is maintained according to provisions of laws and regulations. The Ministry is committed to protect this information from unauthorized access, use or disclosure. The following policies have been adopted to address employees' responsibilities for handling and protecting information maintained in the Safety and Regulation Division's files and databases:

1. As an employee, you may access information only when necessary to perform work assigned by a supervisor to accomplish the Ministry's mission and objectives. You must not access or use information from any Safety and Regulation Division files or databases for personal reasons. (Examples of inappropriate access of misuse of information include, but are not limited to; making inquiries for personal use or processing transactions on your own records or those of your friends or relatives; accessing information about another person, including their residence address, for any reason for which is not related to your work responsibilities).
2. You may disclose information from the Safety and Regulation Division's files or databases only to individuals who have been authorized to receive it through Ministry procedures. Requesters of information must complete and sign appropriate forms, file them as specified, and pay all applicable fees. In the case of confidential or personal information, a proper accounting of all disclosures must be made. (Examples of unauthorized disclosures include but are not limited to; telling someone the medical condition of a customer because it is interesting or rare, or looking up someone's address for a friend).
3. You may not deliberately enter false or incomplete data or delete existing valid data on any of the databases or files. You may not deliberately take an unauthorized action that would cause the interruption of electronic data processing services, or the destruction or alteration of data files or software.
4. You must take reasonable precautions to maintain the secrecy of any password you used to access information on the automated database. Reasonable precautions including not telling others your password or knowingly allowing them to observe while you enter it on the terminal. It also includes changing your password frequently, and if you suspect your password has been used by someone else, changing it immediately. In addition, you should select random passwords that are not easy for others to guess, and you should not write your password down.
5. You must take reasonable precautions to protect data entry terminals and equipment from unauthorized access. Reasonable precautions include; not leaving your terminal unattended while you are logged onto another system; exiting the database when you leave your workstation; securing your terminal with a locking device if one has been provided; storing user documentation to sensitive programs in a secure place; and reporting any suspicious circumstances or unauthorized individuals you have observed in the work area to your supervisor.

I have read and I understand the security policies stated above, and have received a copy of them. I understand that failure to comply with these policies may result in disciplinary action and/or civil or criminal prosecution in accordance with applicable statutes.

SIGNATURE OF EMPLOYEE

DATE

WITNESSED BY

DATE

<i>Office Administration Procedures</i>	<i>Date:</i> 04/20/2006
<i>Procedure: EMERGENCY NOTIFICATION PROCEDURE</i>	<i>Written By:</i>

In an emergency situation it is important to be sure that all staff and Board members, as well as key partners, are notified as quickly as possible.

The President and the General Manager will develop key messages and a public statement where necessary, and distribute to key contacts as per the below notification procedure. As stated in the bylaws of the LDCC (Section 5.6), the President is the *"chief spokesperson for the Chamber"*. Therefore all communication must come from the President in conjunction with the General Manager.

Notification:

The General Manager will be charged with notifying staff and operational partners. The President will be charged with notifying the Board of Directors.

General Manager (Rita Chahal ~ Home: 261-0094 / 223-3616 cell):

**Terry Hayes
Diane C
Greg Findley
Dean Vialoux
Dan Overall
Diane Czastkiewicz**

President Graham Starmer:

See attached Board list