

INTRODUCTION

The highest standards of conduct among Trust employees are essential to foster a positive and healthy work environment and to maintain and enhance the public's trust and confidence in the Trust.

This Code of Conduct (the "Code") records the standards of conduct and professional ethics required of all who serve the Trust as officers and employees.

The Code has been approved by the Trust Board of Directors.

OBJECTIVES

The objective of the Code and related policies such as the Bullying and Harassment Policy and the Whistle Blower Policy, is to establish the standards of conduct of all Trust employees. The requirement to comply with the Code is a condition of employment.

Whistle Blower Policy:

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Bullying and Harassment Policy:

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Every employee has a duty to observe the law, to follow the Trust policy, to protect the interests of the Trust stakeholders, and to ensure that the Trust is, and is known to be, an honourable enterprise. Above all else, all employees of the Trust must conduct themselves and make decisions in light of their duty to act solely in the interests of the Trust. It is accepted that in most cases, personal values and honesty will guide decisions and actions. The Code cannot anticipate all dilemmas or provide for all contingencies, nor can it enforce a spirit of service towards our stakeholders. The Code cannot substitute for legal compliance, organizational commitment or personal integrity. This Code, therefore, is but one element in the Trust's system of governance. It is designed to guide employee actions.

APPLICATION AND SCOPE

The Code applies to the Trust's officers and employees, to interns and co-op students temporarily working with the Trust, and to contractors from whom the Trust requires adherence as a condition of their engagement, all of whom are referred to in the Code as "Employees".

Employees' obligation of compliance with the Code under Section 3 (Confidentiality) and Section 17 (Employee Inventions) continues after termination of employment.

CODE OF CONDUCT DEFINITIONS

“*Commercial Relationship*” means a relationship between the Trust and a third party whereby the third party generates material financial benefit from commercial activity as a result of the relationship with the Trust. For greater certainty, relationships between the Trust and the provincial government, federal government, Crown corporations, local or regional governments, or any other public sector organization are not deemed Commercial Relationships.

“*Confidential Information*” includes proprietary, technical, financial, legal, or any other information which the Trust treats as confidential, with the exception of information that is already within the public domain.

“*Conflict of Interest*” means a circumstance in which an Employee’s private or financial interest is, or could by a reasonable person be perceived to be, in conflict with (a) the interest of the Trust or its stakeholders, (b) that Employee’s obligation to act in the best interest of the Trust or its stakeholders, (c) the discharge of an Employee’s duties or responsibilities to the Trust or its stakeholders.

“*Direct Relative*” is defined as an Employee’s parent, spouse, child, grandchild, brother, sister, father-in-law, mother-in-law, and any other person with whom the Employee permanently resides.

“*Discrimination*” means intentional or unintentional differential treatment of a person or a group of persons by reason of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, sexual orientation, age, political belief or conviction of a criminal or summary offence unrelated to his or her employment, for which there is no *bona fide* or reasonable justification.

“*Gift or Benefit*” means a gift, preferential service, favour or other benefit conferred on a person by a party other than his or her employer including, without limitation, a physical gift, preferential pricing, ticket to an event, hospitality services or access to recreational property.

“*Harassment*” means any improper behaviour by an Employee which is directed at and is offensive to another Employee and which the Employee knew or should have known would be unwelcome. It includes objectionable conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to an Employee. It includes harassment based on any of the prohibited grounds of discrimination set out in the *Human Rights Code*.

“*Political Activity*” means (a) carrying on any activity in support of, or in opposition to a political party within local, provincial or federal government; (b) carrying on any activity in support of or in opposition to a candidate before or during an election period; or (c) seeking nomination as or being a candidate in an election before or during the election period.

“*Private Interest*” includes but is not limited to a financial interest or economic advantage and can include any interest that personally benefits an Employee.

“*Related Party*” means a spouse, child, parent, sibling, business associate or other person or organization connected to an Employee by frequent or close association or membership.

“*Working Relationship*” means a relationship between the Trust (or a Trust Employee) and a third party organization that results in one or both entities benefitting in profit, reputation, or achievement of mandate.

POLICY

1. COMPLIANCE WITH THE CODE OF CONDUCT

- a. Compliance with the Code is a condition of employment; failure to comply with the Code may result in disciplinary action or dismissal.
- b. All Employees are obligated to be in full understanding and application of the Code in their day-to-day activities. In support of this requirement, all Employees shall attend training sessions as required.
- c. In situations where an Employee is unsure of a specific application, the Employee is responsible for obtaining clarification from his or her manager, the HR Manager or the COO.
- d. Upon engagement by the Trust, an Employee must provide a signed declaration indicating understanding and acceptance of the Code.
- e. Every Employee must confirm his or her past compliance and reconfirm his or her continued commitment to the Code on an annual basis.

2. GENERAL DUTIES

- a. Employees must act honestly, in good faith and in the best interests of the Trust, and must not bring the Trust into disrepute.
- b. Employees must comply with the letter and spirit of all applicable laws. Employees must also comply with this Code, other Trust policies and the *Columbia Basin Management Plan*.
- c. Employees owe a duty of care to the Trust and must exercise the degree of skill and diligence reasonably expected from an ordinary person of his or her knowledge or experience.
- d. Employees must act with integrity, dignity and in a professional, courteous and ethical manner.
- e. Employees must not engage in any conduct involving dishonesty, fraud, deceit or misrepresentation or commit any act that reflects adversely on their integrity, trustworthiness or professional competence.

3. CONFIDENTIALITY & FOIPPA COMPLIANCE

- a. Employees are obligated to comply with the *Freedom of Information and Protection of Privacy Act* at all times.

- b. Employees must not disclose Confidential Information except as necessary for the performance of their duties and/or where disclosure is required by law.
- c. Employees must continue to maintain information in confidence after their employment with the Trust has ended.
- d. Employees must not use Confidential Information in order to further their own Private Interests or those of a Related Party.
- e. If in doubt about what is considered Confidential Information, an Employee should seek guidance from his or her manager.

4. WORKPLACE BEHAVIOUR AND HARASSMENT

- a. Employees are obligated to comply with the Trust's Bullying and Harassment Policy HR17.
- b. Employees must treat each other with respect and dignity and must not engage in Discrimination or Harassment.
- c. The conduct and language of Trust Employees in the workplace must meet acceptable social standards and must contribute to a positive work environment.
- d. All Trust Employees have the right to expect, and the responsibility to create, a workplace where all Employees are safe. Violence in the workplace is unacceptable and will not be tolerated.
- e. Employees must report any incident of violence, discrimination, or harassment directed towards themselves or their co-workers. Any Employee hearing a threat, including a threat to a co-worker, must report that threat if he or she has reasonable cause to believe that the threat is serious. Reports may be made to any person in a management position or the HR Manager. The Trust will not permit any Employee to suffer any harassment, disadvantage, reprisal, disciplinary measure, demotion, termination, or other adverse effect to their employment for making such a report in good faith.

5. CONFLICTS OF INTEREST

- a. In performing their duties, Employees must not put themselves in a position in which their Private Interests and their duties to the Trust are in a Conflict of Interest, and must do their utmost to avoid such a situation.
- b. A Conflict of Interest exists when an Employee is performing a duty to the Trust and in doing so has the opportunity to further his or her Private Interest.
- c. A potential Conflict of Interest exists when a reasonably well informed person could perceive that an Employee's ability to perform a duty may be affected by his or her Private Interest.
- d. Employees must disclose all circumstances that could constitute an actual or potential Conflict of Interest as soon as possible. Employees will make their disclosure to their manager and the HR Manager.

- e. In the case where a Conflict of Interest has been disclosed, the Employee's manager and the HR Manager will make recommendations to the President and CEO, as to how the situation should be handled.
- f. The following is intended to provide more guidance on Conflicts of Interest but does not include all possible Conflict of Interest situations that may arise:
 - Employees must not exercise any decision-making power resulting from their Trust duties which could bring about financial benefit to their Private Interests.
 - Employees must not enter into personal contracts or transactions where to do so could be in conflict with the best interests of the Trust.
 - Employees must not divert a business opportunity to themselves or to a Related Party, or engage in such a transaction if the Trust is considering pursuing the opportunity, or has considered pursuing the opportunity.
 - Employees must not exercise any decision-making power resulting from their Trust duties when the decision affects an organization of which they are a member or have significant influence.

6. FUTURE EMPLOYMENT DISCLOSURE

- a. Employees are obligated to disclose to their manager (or in the case of the President and CEO – the Trust Board Chair) any future employment negotiations with, or intention to enter into employment negotiations with:
 - an organization with which that Employee has a Working Relationship
 - an organization in which the Employee is a member or has a significant influence, and as a result of discharging their Trust duties or decision making authority can directly affect that organization.
- b. In the event an Employee accepts an employment opportunity with an organization with which the Trust has or can be expected to have a Working Relationship, the Employee will not use any Confidential Information to advance the interests of themselves or the new employer. Employees are obligated to comply with Section 3 (Confidentiality) of this Code of Conduct after the end of their employment with the Trust.

7. EMPLOYMENT RESTRICTIONS

- a. The President and CEO and the COO are restricted, for a period of one year following the end of their employment with the Trust, from accepting employment with or lobbying on behalf of organizations with which the Trust has a Commercial Relationship.
- b. The one year restriction period may be reduced or eliminated at the discretion of the Trust Board Chair giving consideration to:
 - the circumstances under which the employment ended with the Trust
 - general employment prospects
 - the significance of the Trust information possessed by the President and CEO or COO
 - the desirability of an expedient transfer of skills to a new employer
 - the degree to which the new employer might gain unfair commercial advantage through the hiring

- other considerations as deemed appropriate by the Trust Board Chair given the circumstances.

8. ALLEGATIONS OF WRONG DOING

- a. Employees have a duty to report any situation involving Trust staff actions that they believe contravenes the law or this Code of Conduct, misuses public funds or assets, constitutes a questionable accounting practice, accounting controls or auditing matter, represents a danger to public health and safety, or a significant danger to the environment.
- b. Such a report may be made to the President and CEO or the COO or to the HR Manager or in accordance with the Trust's Whistle Blower Policy. The person receiving such a report must make a complete and timely review of the Employee's concerns.
- c. The Trust will not permit any Employee to suffer any harassment, disadvantage, reprisal, disciplinary measure, demotion, termination, or other adverse effect to their employment for making such a report in good faith.
- d. Allegations of impropriety or unlawful activity may result in severe personal repercussions for the subject of the Complaint. False or malicious allegations made by an individual will be considered a serious offence and may result in termination of employment.

9. LEGAL PROCEEDINGS

- a. Employees are obliged to cooperate with lawyers defending the Trust's interests during legal proceedings including where required, testifying or swearing one or more affidavits relating to their knowledge of the facts in dispute.
- b. A written opinion prepared on behalf of the Trust by any legal counsel is to be treated as subject to solicitor/client privilege and is, therefore, confidential. Such an opinion is not to be released to persons outside the Trust, without the consent of the President and CEO.

10. PUBLIC COMMENTS

- a. Employees are free to comment on public issues but must exercise caution to ensure that, by doing so, they do not jeopardize the perception of impartiality in the performance of their duties.
- b. Employees must not use their position at the Trust to lend weight to the public expression of their personal opinions.

11. POLITICAL ACTIVITY

- a. An employee may engage in any Political Activity so long as it does not impair, or is not perceived as impairing, the employee's ability to perform his or her duties in a politically impartial manner.
- b. Employees must not engage in political activities during working hours or use the Trust facilities, equipment or resources in support of these activities.

- c. Any Employee who wishes to run as a full-time candidate in a provincial or federal election must take a leave without pay during the election process. If elected, the Employee must resign from their position at the Trust.
- d. The President and CEO may designate certain positions to which conditions set out in paragraph 9(c) will apply for individuals seeking election to local government office.

12. DIRECT RELATIVES

- a. Employees who are Direct Relatives may not be employed in situations where:
 - a reporting relationship exists where one Employee has influence, input or decision-making power over the other Employee's performance evaluation, salary, special permissions, conditions of work and similar matters
 - the working relationship affords an opportunity for collusion between the two Employees that would have a detrimental effect on the Trust's interests.
- b. The above restriction on working relationships may be waived provided that the President and CEO is informed and is satisfied that sufficient safeguards are in place to ensure that the Trust's interests are not compromised.

13. PERSONNEL DECISIONS

- a. Employees are to disqualify themselves as participants in personnel decisions when their objectivity would be compromised for any reason or where a direct or indirect benefit or perceived benefit could accrue to them. For example, Employees are not to participate in staffing actions involving Direct Relatives.

14. OUTSIDE REMUNERATIVE AND VOLUNTEER WORK

- a. Employees may engage in remunerative employment with another employer, carry on a business, receive remuneration from public funds for activities outside their position or engage in volunteer activities provided it does not:
 - interfere with the performance of their duties as a Trust Employee
 - bring the Trust into disrepute
 - represent a Conflict of Interest or create the reasonable perception of a Conflict of Interest
 - appear to be an official act or to represent the Trust opinion or policy
 - involve the unauthorized use of work time or Trust premises, services, equipment or supplies to which they have access by virtue of their employment
 - gain an advantage that is derived from their employment as a Trust Employee.

15. BOARD MEMBERSHIP

- a. An Employee who sits on a board of directors, other than at the request of the Trust, must ensure steps are taken to avoid an unintended perception that they are acting on behalf of the Trust.
- b. An Employee who sits on a board of directors at the request of the Trust must remit any associated remuneration received in his or her capacity as director, to the Trust.

16. GIFTS, DONATIONS AND BENEFITS

- a. Employees shall avoid giving or receiving a gift or benefit that affects the performance of their duties, obliges them to a third party, or diminishes the credibility of the Trust.
- b. Employees shall, in all circumstances, refrain from requesting a gift or benefit.
- c. Employees uncertain of the appropriateness of a gift or benefit, whether before or after receipt, shall consult their manager, who will determine whether the gift or benefit may be accepted.
- d. If an inappropriate gift or benefit cannot be refused or returned without offense or damage to a business relationship, it may be donated to a charitable cause of the Employee's choice. A gift or benefit so donated shall not be reported as a charitable donation.

17. EMPLOYEE INVENTIONS

- a. Any invention such as computer programming or investment modeling, developed by an Employee as part of his or her duties, whether within or outside business hours, is deemed owned by the Trust.

18. USE OF TRUST PROPERTY

- a. The Trust assets must not be misappropriated for personal use by Employees.
- b. Employees are entrusted with the care, management and cost-effective use of the Trust's property, including the use of the Trust's name, and should not make significant use of these resources for their own personal benefit or purposes.
- c. Employees should ensure that all Trust property assigned to them is maintained in good condition and should be able to account for such property.
- d. Employees must not dispose of Trust property except in accordance with guidelines established by the President and CEO and/or the COO.