



Policy

Title: Employees Code of Conduct

Policy Statement:

Employees of the College must comply with the highest standards of integrity with respect to their roles as employees of the College.

Approved: _____
(Daniel Vandermeulen, Chair of the Board)

April 20, 2017
(Date)

Sponsorship: Human Resources

To Be Reviewed: April 20, 2022

Review and Revision Date(s):

First Approval Date: April 20, 2017

Stakeholders Consulted (Date):

Senior Leadership Team - September 6, 2016;
Employee Management Advisory Committee (EMAC) – November 16, 2016;
Operations Committee - January 17, 2017.

Reference to other Documents:

Post-secondary Learning Act; Freedom of Information and Protection of Privacy Act; Public Interest Disclosure (Whistleblower Protection) Act; Governance - Safe Disclosure Policy; Human Resources - Harassment Policy; Human Resources – Violence in the Workplace; Media Relations Procedure; Information Technology – Acceptable Use of Information Technology Regulation; Information Technology – Computer and Information System Usage Procedure.

Definitions:

Act means the Post-Secondary Learning Act (Alberta), as amended from time to time.

Applicable Laws means all federal, provincial, or local laws applicable in the circumstances.

Board of Governors means the Board of Governors of Northern Lakes College.
College means Northern Lakes College.

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Confidential Information means documents, reports, legal advice, financial reports, fundraising information, labour relations and employment information, student information, agendas, minutes, briefing notes and related materials, the disclosure of which may prejudice the College or a third-party.

Conflict of Interest means a circumstance which may cause an Employee to be placed in a situation where the Employee's other interests or involvements will, or might reasonably be seen to, interfere with the Employee's role as an employee of the College, and includes a situation where:

1. The Employee or the Employee's family may have a direct or indirect financial or other interest in a matter being considered by the Employee;
2. The Employee's personal, financial or other duties aside from his or her duties as an employee of the College may influence the discharge of the Employee's duties to the College;
3. The Employee is unable to impartially make decisions in the best interests of the College due to external considerations;
4. Any other situation or circumstance as determined by the designated officer.

Designated Officer means the President, a Vice President, the Senior Director of Human Resources, or a Dean. The designated officer for the President means the Chair of the Board of Governors.

Employee means an employee of Northern Lakes College, including academic staff members, non-academic staff members, exempt and management employees.

Family Member means the spouse, common law partner, child, child-in-law, step-child, parent, parent-in-law, sibling, sibling-in-law, niece, nephew, aunt or uncle, or a person with whom an Employee is in a romantic relationship.

Gift means a gift or money, personal property, favor or service offered to an Employee arising from or in relation to their employment with the College.

Workplace Bullying is a repeated pattern of behavior intended to intimidate, offend, degrade or humiliate a particular person or group. Workplace bullying often involves one or more of the following:

1. rudeness and hostility that disrespects the person or group
2. threats and intimidation, including the abuse of power
3. deliberate acts that interfere with the person or group's work

Purpose:

This Code of Conduct establishes guidelines for Employees of the Northern Lakes College to ensure that each Employee is able to fulfil his or her obligations to the College.

Guidelines:

1. Compliance

- A. The terms of this Code of Conduct apply to all Employees of the College.
- B. Employees of Northern Lakes College are required to act in the best interest of the College, and are required to act in a manner reflecting their duties to the College as employees. Employees are expected to promote an environment that is free from any form of harassment, discrimination or violence.
- C. Employees must comply with Applicable Laws and demonstrate a high standard of personal conduct at the college and in other activities related to the college. Employees must comply with Northern Lakes College policies and procedures.
- D. All employees are required to comply with the Code of Conduct, and to disclose to a designated officer a circumstance where they become aware or suspect non-compliance by any employee. If any employee discloses a breach of the code of conduct and after investigation, it is found that the disclosure was vexatious then the employee may be subject to disciplinary action.
- E. Subject to any applicable collective agreement or College regulation, a breach of the Code of Conduct by an Employee may be subject to disciplinary action up to and including dismissal.
- F. Employees employed in an instructional capacity are required to assure the professional standard of conduct.

2. Conflict of Interest

- A. Employees must avoid a Conflict of Interest.
- B. Employees are required to disclose to a designated officer a circumstance where the Employee has a Conflict of Interest. If the President has a Conflict of Interest, the designated officer is the Chair of the Board of Governors.
- C. An Employee shall not accept a Gift other than the normal exchange of hospitality between persons doing business together, tokens exchanged as part of protocol, or the normal presentation of gifts to persons participating in public functions. A Gift with a value of more than \$100.00 shall be disclosed to a designated officer, and the designated officer may require that such Gift be turned over to the College for its use.
- D. Employees who exercise supervisory, managerial or discretionary control over a family member shall disclose the existence of such relationship to a designated officer, and shall refrain from exercising such control over a family member, unless adequate safeguards have been established in the discretion of a designated officer. A record of such disclosure and safeguards put in place shall be provided to the Senior Director of Human Resources.
- E. Employees shall not engage in romantic or sexual relationships with other employees of the College in which their position of trust, power or authority could be abused, whether real or perceived. Any relationship that is pre-existing has to be disclosed in writing to the designated officer.
- F. Employees shall not engage in romantic or sexual relationships with any student over whom they have influence or could perceived to have influence, regardless of consent and the age of the student.
- G. An employee shall disclose in writing to the designate officer immediately if they are accepting supplementary employment and the nature of the employment. Employees may take supplementary employment, including self –employment, unless such employment:
 - i. cause an actual or apparent Conflict of Interest;
 - ii. is performed in such a way as to appear to be an official act, or to represent a College opinion or policy;
 - iii. interferes with regular duties or;
 - iv. involves the use of College premises, equipment, or supplies, unless such use is otherwise authorized.
- H. If a Conflict of Interest or other situation described in section 2(G) arises in taking supplementary employment, it is the discretion of the designate officer to

determine whether or not there is a conflict of interest and whether such employment will be prohibited.

3. Confidentiality

- A. Employees shall not disclose Confidential Information to any other person except as authorized by the Designated Officer or as required by a Safe Disclosure policy or by law.
- B. Employees shall take reasonable steps to ensure that College information provided to or received by the Employee (including without limitation Confidential Information) is protected through reasonable data protection precautions.
- C. Employees shall be required to execute a confidentiality agreement in the form attached to this Code of Conduct as Schedule "B".
- D. Employees shall consult with a Designated Officer in the event that the Employee receives any legal process or other documentation requesting the disclosure of any Confidential Information or other College records.
- E. Employees will ensure that they read and understand the Northern Lakes College Freedom of Information and Protection of Privacy Policy and engage in ongoing Freedom of Information and Protection of Privacy training.

4. Collegiality and Conduct

- A. Employees shall conduct themselves in a respectful, ethical, transparent and accountable manner, consistent with their role as an employee of a public post-secondary institution.
- B. Employees shall respect the diversity of the College's students, employees and Board of Governors, and ensure that he or she contributes to an atmosphere of mutual respect, compliance and accommodation.
- C. Employees shall not hold themselves out as representatives authorized to speak on behalf of the College unless such Employee has been authorized to do so by the President.
- D. Employees shall refrain from engaging in gossip in written or verbal form or spreading rumors that would damage a member of the college community or the reputation of the college.
- E. Employees shall refrain from any form of bullying in the workplace. Bullying is considered a form of harassment and will not be tolerated.

5. Procedures

- A. The President has overall administrative responsibility for this Code of Conduct, and decisions with respect to its interpretation.
- B. The Senior Leadership Team may from time to time issue procedures or guidelines with respect to the matters set out in this Code of Conduct to better accomplish its objectives.

6. Political Activity

- A. Senior management will not engage in any political activity at any time while employed by the College. Senior management are prohibited from advertising their political position.
- B. An Employee who wishes to run for federal or provincial office must request a leave of absence without pay commencing on the day after the election is issued or on the day their candidacy is publicly announced. Employees are prohibited in running for public office during regular work hours.
- C. An employee who is elected to federal or provincial office shall resign effective after being elected. The employee who seeks election and is not elected shall be entitled to return to the same or similar employment, effective the day after the election.
- D. An employee who is a candidate for municipal office shall, if elected, be subject to the provisions of this code regarding supplementary employment section 2(G).

Schedule “A”: Oath

I, _____, by virtue of my appointment as an employee of Northern Lakes College agree that:

1. I will carry out my duties ethically, conscientiously and with due diligence.
2. I will abide by the Employees Code of Conduct, Northern Lakes College policies and procedures, and all federal, provincial and local laws which apply to me in my capacity as an employee of Northern Lakes College.
3. I will treat everyone with respect and consideration.
4. I understand that should I fail in these matters, I will be subject to disciplinary sanction as determined by the College in accordance with the rules which apply to me pursuant to College regulations and collective agreements.

By signing this, I agree that I have read, understand and will comply with the terms outlined in the Employees Code of Conduct Policy.

Signature

Date

Witness Signature

Date

Schedule “B”: Confidentiality Agreement

Northern Lakes College (the “College”) protects the confidentiality, privacy and security of student, board, personnel and other confidential or sensitive information which the College receives or creates. Members of the College community are, from time to time, required to collect, use and disclose confidential information. For the purposes of this Agreement, confidential information includes (but is not limited to): (a) information about students, prospective students or employees of the College, including student and prospective student records; (b) personal Information as defined in the *Freedom of Information and Protection of Privacy Act*; (c) personal and employment information about employees, board members, volunteers and contractors of the College; (d) business information including discussions, financial records, employee remuneration records, reports, memoranda, contracts, legal advice, computer programs, technology and drafts of each; (e) information obtained from a third party, including contracts and negotiation documents; and (f) information about College operations, including reports, presentations or survey results.

I WILL:

1. Protect the College’s confidential information.
2. Follow College policies, procedures and other requirements on permitted uses of College e-mail and information technology systems, and on privacy and security, as amended from time to time.
3. Participate in required training on privacy and security of confidential information and seek clarification from my supervisor when in doubt about whether information is confidential.
4. Access only such confidential information that I require in order to perform my duties at the College.
5. Promptly return to the College all confidential information in my possession or control in whatever format when my work or service with the College ends.
6. Only remove confidential information from College property or access confidential information remotely with my supervisor’s permission in advance, and take all necessary steps to protect the security of such confidential information in accordance with the College’s policies and procedures.
7. Tell my supervisor if I am aware of a possible breach of this Agreement, or of any release of confidential information.
8. Take all reasonable steps to ensure that my user ID and password remain secret and to avoid disclosure to a third party.

I WILL NOT:

1. Post or discuss any College confidential information on the internet (including any social networking or other websites).
2. Access, show, tell, use, release, e-mail, copy, give, sell, review, change or dispose of the College’s confidential information, unless I am permitted to do so by my supervisor.

3. Use anyone else's user ID and password to access any College systems without proper authorization.
4. Store confidential information on non-College systems or send confidential information using a personal e-mail account.

I AGREE THAT:

1. The obligations set out in this Agreement are important aspects of my work at the College.
2. My access to confidential information and my use of College systems may be audited or monitored without notice to me.
3. I do not have a reasonable expectation of privacy with respect to matters sent and received by me on College e-mail or information technology systems.
4. The College may remove or limit my access to confidential information, email and information technology systems at any time without notice to me.
5. My obligations of confidentiality apply during the term of my contract with the College and indefinitely thereafter, regardless of the reason for the termination.
6. The terms of this Agreement are in addition to, and not in replacement of, my duties to the College at common law, at equity, or pursuant to a written agreement.
7. My failure to comply with this Agreement will result in disciplinary action or legal action, depending on the circumstances.

By signing this, I agree that I have read, understand and will comply with the terms of this Agreement, which are terms of my contract of employment or service with the College.

Signature

Date

Witness

Date