

4.0 CONFLICT OF INTEREST POLICY

Policy Category:	Business Operations
Approval Authority:	CEO & Board
Lead Responsibility:	Human Resources
Approval Date:	March 14 th , 2022
Next Review Date:	Annual in March 2023

POLICY STATEMENT

The honesty and integrity of CSI Pacific demands that the impartiality of employees, in the conduct of their duties, be above suspicion. Staff conduct should instill confidence and trust and must not bring our organization into disrepute. “**Conflict of interest**” occurs when an employee’s private affairs or financial interests are in conflict, or could result in a perception of conflict, with the employee’s duties or responsibilities. This policy applies to all employees.

POLICY APPLICATION

All employees MUST complete our Conflict of Interest Declaration Form prior to accepting a position, offer of employment, contract, volunteer position, commencing a business, or engaging in any other form of work by an employer, company or organization, other than CSI Pacific, who is engaged in, provides services to, or is a part of the sports industry. The completed Conflict of Interest Declaration Form must be submitted to hr@csipacific.ca and reviewed by the CEO in order for the CEO to determine whether there is a conflict of interest, and whether the requested position is approved or not. Employees MUST NOT accept another position, offer of employment, contract, volunteer position, commence a business, or engage in any other form of work by an employer, company or organization, other than CSI Pacific, who is engaged in, provides services to, or is a part of the sports industry, without first obtaining approval from the CEO. Further, all employees must complete our Conflict of Interest Declaration Form on an annual basis. Failure to comply with the terms of this policy will result in disciplinary action up to and including dismissal.

Any employment positions, contracts, volunteer positions, businesses, or any other form of work with an employer, company or organization, other than CSI Pacific, which was accepted prior to January 1, 2020 will be grandfathered in and therefore exempt from the Conflict of Interest Policy requirements.

Refer to resources section for a copy of this form within our Bamboo HR system. Employees with questions regarding interpretation of the policy may discuss them with Human Resources or their Director and/or refer to CSI Pacific Standard Operating Procedures and Guidelines.

Outside Remunerative and Volunteer Work

Employees may engage in remunerative employment with another employer, carry on a business, or engage in volunteer activities provided the aforementioned activities does not cause a real or perceived conflict of interest with their employment with CSI Pacific. Such conflicts of interest include, but are not limited to:

- interfering with the employee's availability to perform, and/or quality of performance ,of their CSI related duties;
- bringing the reputation of CSI Pacific into disrepute;
- representing a conflict of interest or creating the reasonable perception of a conflict of interest;
- involving the unauthorized use of work time or premises, services, equipment or supplies to which the employee has access to by virtue of their employment with CSI Pacific; and
- gaining an advantage, financial or otherwise, that is derived from their employment as an employee with CSI Pacific.

Specific examples of conflicts of interest include, but are not limited to, the following:

- an employee uses CSI Pacific property or the employee's position or affiliation to pursue personal interests;
- an employee is approached by an organization to provide paid services similar to current CSI Pacific provided programs and services;
- an employee is in a situation where they are under obligation to a person who might benefit from or seek to gain special consideration or favour;
- an employee, in the performance of official duties, gives preferential treatment to an individual, corporation or organization, including a non-profit organization, in which the employee, or a relative or friend of the employee, has an interest, financial or otherwise;
- an employee benefits from, or is reasonably perceived to have benefited from, the use of information acquired solely by reason of employment; and
- an employee benefits from, or is reasonably perceived to have benefited from, a transaction over which the employee can influence decisions (for example, sales, purchases, contracts, or appointments);
- a current CSI Pacific partner organization approaches employees for additional service;
- an employee requests or accepts from an individual, corporation or organization, directly or indirectly, a personal gift or benefit that arises out of their employment other than:
 - the exchange of hospitality between persons doing business together;
 - tokens exchanged as part of protocol;
 - the normal presentation of gifts to persons participating in public functions;
 - the normal exchange of gifts between friends; and
 - an employee solicits or accepts gifts, donations or free services for work-related leisure activities other than in situations outlined above.

Confidential and Intellectual Property

All Staff sign a Confidentiality and Intellectual Property Agreement before commencing employment or work. Any exceptions or changes to the agreement must be approved by the CEO. Intellectual property, copyrights, patents, and trademarks resulting from the Staff member's professional work on behalf of CSI Pacific become the property of CSI Pacific unless otherwise permitted by written agreement. Confidential information that employees, volunteers, or contractors receive through their employment/work must not be divulged to anyone other than persons who are authorized to receive the information. Confidential information that employees, volunteers, or contractors receive through their employment or work must not be used for the purpose of furthering any private interest, or as a means of making personal gains. Any individuals who are in doubt as to whether certain information is confidential must ask the appropriate authority before disclosing it. Caution and discretion in handling confidential information continues to apply after the employment relationship ceases.

Items purchased by CSI Pacific or produced by employment duties are the sole property of CSI Pacific and may only be removed from CSI Pacific premises for work related purposes, may not be copied for personal use or given to another party.

Personnel Decisions

Staff are to disqualify themselves as participants in personnel decisions when their objectivity would be compromised for any reason or a benefit or perceived benefit could accrue to them.

a) Public Comments

All requests for public comment regarding the policies or operations of CSI Pacific are to be referred to the Staff member's Director.

b) Political Activity

Staff are free to participate in political activities including belonging to a political party, supporting a candidate for elected office and actively seeking elected office. Staff members' political activities, however, must be clearly separated from activities related to their employment or work. Staff must not use and CSI Pacific property at, in or during any political activities. If engaging in political activities, Staff must be able to retain the perception of impartiality in relation to their duties and responsibilities to CSI Pacific. If Staff attend political activities and engage in violent, destructive, abusive or criminal behaviour, such behaviours will be subject to discipline up to and including termination. Staff must not engage in political activities during working hours and partisan politics at the local, provincial or national levels are not to be introduced into the workplace. This does not apply to informal private discussions among co-workers

Allegations of Wrongdoing (Whistleblower)

Staff have a duty to report either to the CEO or, in the event of the alleged involvement of the CEO in the concern to the Board Chair of CSI Pacific, any situation that they believe contravenes the law, involves the misuse of funds or assets, or represents a danger to public health and safety or poses a significant threat to the environment. Staff can expect such matters to be treated in confidence, unless disclosure of information is authorized or required by law (for example, the Freedom of Information and Protection of Privacy Act). Staff will not be subject to discipline or reprisal for bringing forward to the CEO, in good faith, allegations of wrongdoing in accordance with this policy.

Acts of Wrongdoing may include, though not be limited to:

- unauthorized use of CSI funds or assets
- possible fraud or corruption
- threats to employee, contractor, supplier health or safety in association with institute activities or premises
- any other unethical, improper or suspicious conduct or abuse

Staff must also report any safety hazards, unsafe conditions or unsafe acts in accordance with the provisions of WorkSafeBC's Occupational Health and Safety Regulations and Workers Compensation Act.

a) False and Malicious Allegations

CSI Pacific will view very seriously any false or malicious allegations that it receives. The making of any false or malicious allegations by any employee of the institute, which the employee knew to be false or malicious, will be regarded as a serious offence which may result in discipline up to and including termination.

Working Relationships

Staff who are direct relatives or who permanently reside together may not be employed in situations where:

- a reporting relationship exists where one Staff member has influence, input or decision-making power over the other Staff member's performance evaluation, salary, premiums, special permissions, conditions of work and similar matters; or
- the working relationship affords an opportunity for collusion between the two Staff members that would have a detrimental effect on CSI Pacific's interest.
- the working relationship exists between Staff and client where either person has influence or decision-making power over the other person's performance evaluation, salary, contractual obligations or other conditions that may constitute a conflict of interest.

The above restriction on working relationships may be waived provided that the CEO is satisfied that sufficient safeguards are in place to ensure that CSI Pacific's interests are not compromised.

Personal Staff Gift Acceptance

Staff are permitted to accept personal gifts up to a value of \$150.00. If Staff receive a personal gift worth more than \$150.00 then they must declare receipt of the gift to hr@csipacific.ca. Declaring gifts over \$150.00 may result in review of conflict of interest. See Standard Operating Procedures and Guidelines for more information on gifts.

Refer to Standard Operating Guidelines and Procedures for details on specific procedures and implementation related to this policy.

Policy Acknowledgment

I, _____, acknowledge that I have received and read the above Conflict of Interest Policy and the appropriate CSI Pacific Standard Operating Procedures ("SOP") which outline my responsibilities and expectations from CSI Pacific. By my signature below, I acknowledge that I understand, accept, and agree to comply with the information contained within the Human Resources Policy and the SOP's. My signature also acknowledges that revisions of this policy or SOP's may occur, and all such changes will generally be communicated through official notices. I understand that revised information may supersede, modify, or eliminate existing policies.

Employee Name

Employee Signature

Date