



Acho Dene Koe

FIRST NATION

HUMAN RESOURCES POLICIES

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PREAMBLE

ARTICLE 1: INTRODUCTION

Acho Dene Koe First Nation (ADKFN), and the Chief and Council, recognizes the importance of defining and regularly reviewing Human Resources Policies (HR Policies).

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The Chief and Council has the responsibility and authority for developing, approving and amending HR Policies under the *Financial Administration Act*. The Manager is responsible for administration of the policies, including insuring that all employees have a copy and that they understand its contents.

Council believes that the HR Policies should reflect:

- good faith and transparency in the defining and administration of terms and conditions of employment;
- fair management practices and accountability;
- the practices and policies of similar external organizations;
- the culture and values of the Acho Dene Koe First Nation;
- the provisions of the *Canada Labor Code* and the *Canadian Human Rights Act*, and their regulations; and
- consistent, fair and effective decision making.

In the event of a conflict between the HR Policies and the *Acho Dene Koe First Nation Constitution*, the *Acho Dene Koe First Nation Constitution* takes precedence.

If there is a conflict between the HR Policies and the *Canada Labor Code*, the *Code* takes precedence.

Employees are encouraged to submit any suggestions for improvement for the HR Policies to the Manager.

ARTICLE 2: GOALS

Prior to European settlement in Canada, various forms of Indian Self Government have been practiced by Aboriginal First Nations.

the HR Policies are based on the premise that ADKFN is an independent Nation with a membership that believes in their right to self-government.

This merits the freedom to develop policy based on local requirements to empower the community and build a strong foundation for all governance initiatives, within legislative and constitutional guidelines.

In the development of policies, acknowledgement and consideration for territorial and federal employment laws will be given to produce and maintain a highly functional policy that is flexible to meet the changing trends and situations of the workplace environment.

The overall purpose of these policies is to ensure that it acknowledges and addresses the goals of leadership and management in producing and maintaining a productive and secure workplace environment for employees and employers.

ARTICLE 3: OBJECTIVES

- These policies are designed to be an active fundamental operating guide and communication tool to be used in planning, management, evaluating, organizing, and overall control.
- These policies will serve as a guideline for effective decision-making and the development of standards that determine how an organization is governed.
- These policies will provide directives for administration practices and controls to be observed and followed by all personnel.
- These policies will ensure equality and consistency of processes, practices, and procedures, throughout all band organizations where and when applicable.
- These policies will ensure to *match the present and future workforce* with the present and future job market in the community.
- These policies will ensure to *produce an effective workforce* through recruitment practices and by placing the right number of people with the right skills in the right positions.
- These policies will ensure to *identify and support the training and development requirements* necessary to meet employer needs of a trained and skilled workforce.
- These policies will ensure to *effectively fulfill annual program goals* through the coordination of staff training and development and employee appraisals.
- These policies will ensure to *establish consistency of human resources processes* and a *review cycle* for accountability.

ARTICLE 4: TITLE AND APPLICATION

The HR Policies applies to all employees working directly for ADKFN or programs of ADKFN.

The HR Policies will serve as the umbrella policy for ADKFN as it focuses on the overall interests and commonalties present in all ADKFN organizations.

All employees are required, as a term and condition of their employment, to comply with the HR Policies and shall have their employment administered in accordance with the HR Policies.

However, in the development of the HR Policies, it acknowledges that there are program differences in various band organizations and entities. Therefore, it may be necessary for band entities to adapt this policy to accommodate their individual program practices and requirements.

ARTICLE 5: ACCOUNTABILITY

The Chief and Council shall be responsible and accountable for the overall enforcement of the HR Policies.

The Manager shall be responsible for the daily administration of the HR Policies and ensuring that the regulatory procedures are enforced in accordance to the HR Policies.

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ARTICLE 6: DEFINITIONS

In these Human Resources Policies:

- ADKFN refers to Acho Dene Koe First Nation
- Band Manager and Manager are interchangeable for the HR Policies and the title reflects the senior leadership official of ADKFN.
- Canada Labor Code refers to Part II and III of the *Canada Labor Code*, an Act that defines both the occupational health and safety requirements and the minimum labor standards that apply to employer and its employees
- Chief and Council refers to the ADKFN leadership which consists of one elected Chief and five (5) Councillors every three (3) years.
- Member(s) of Council refers to the Chief or one or more of the five Councillors of the First Nation.
- Program Administration refers to the Coordinators of band programs and services to which this policy applies.
- Community Member refers to an individual whose name appears on the Band membership list with Indian Affairs Canada
- Immediate Family Member refers to an employee's spouse, common-law partner, child (whether biological, adopted or under the employee's legal guardianship), stepchild, grandchild, parents, stepparents, siblings or any relative with whom the employee resides on a permanent basis.
- Employer refers to the Acho Dene Koe First Nation
- Employee refers to an individual who is employed by Acho Dene Koe First Nation
- Full time employee refers to an individual who works 35 hours per week or more.
- Intoxicated refers to the condition of a person who is showing signs of physical and behavioral change including the smell of alcohol on the breath, red rimmed eyes, staggering and/or aggressive or loud behavior not typical to the person caused by the consumption of alcohol or drugs
- Probationary Employee refers to any individual who has been hired for any position with ADKFN or who has been promoted to a position of higher pay and responsibility.
- Casual Employee refers to an individual who is employed for 17 hours per week or less, either in a non-specific position or as a relief worker for a specific position.
- Part-time Employee refers to an individual who is employed between eighteen and thirty-four (18 – 34) hours per week in a specific position.
- Term Employee refers to an individual who is hired or assigned to fill a specific position for a specific period.
- Contract Worker refers to an individual who is hired to perform specific tasks for a specific period of times as outlined upon conditions of a signed employment contract between ADKFN and the contractor but is not considered an employee by ADKFN with the Canada Revenue Agency (CRA).

- Service refers to the duties and responsibilities undertaken through casual, part-time, term, or fulltime paid employment through regular hours or shift work.
- Essential or Vital Services refers to those essential or vital services provided by the band which operate on a twenty-four-hour basis. (i.e. Emergency Services, Personal Care Home).
- Seniority refers to the total accumulated months of casual, part-time, term, or full-time paid employment.
- Overtime refers to time worked more than the regular scheduled hours of work.
- Leave of Absence refers to a permitted absence from work by an employee, with or without pay.
- Fiscal Year refers to the period from April 1 of one year to March 31 of the following year.
- Anniversary Year refers to the period between an employee's start date to exactly one year from that date.
- Traditional Belief refers to long-standing customs, beliefs, and practices, which are considered as either written or unwritten documented parts of history and handed down from previous generations specifically related to ADKFNs.

SECTION A EMPLOYMENT

ARTICLE 1 EMPLOYMENT AND CLASSIFICATIONS

Article 1.1 General Provisions and Procedures

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All positions that exist with ADKFN shall have an up to date job description which includes position title, pay scale, key accountabilities and general working conditions

Employees in full-time positions shall be normally scheduled to work seven to seven points five (7- 7.5) hours a day and a minimum of 35 hours a week, including the half hour paid lunch/meal break.

Employees in part-time positions shall be normally scheduled to work less than thirty-four (34) hours a week but more than eighteen (18) hours.

Employees in term or temporary positions may be scheduled to work full-time or part-time.

Employees on probation shall be identified as probationary employees.

The terms and conditions of employment for every employee shall be described in a written employment agreement. Every such agreement for a **term or trainee** employee shall include a predetermined employment termination date.

When a **term** or trainee employee is in an ongoing non-seasonal position, the employee may be offered an additional term or terms of employment where the employee's performance has been good, as indicated by their performance evaluations and discipline record at the end of the term, in which case the position will not be posted.

ARTICLE 2 CANDIDATE SELECTION

Article 1.1 General Provisions and Procedures

Acho Dene Koe First Nation is an equal opportunity employer that shall promote and practice fairness in the recruitment and selection of employees.

Every reasonable effort shall be made to employ the most suitable/qualified candidates, based on predetermined bona-fide occupational requirements, with a preference given to **qualified** ADKFN citizens first, and other First Nations second.

The employer shall not accept nepotism in the recruitment/selection of employees.

The employer may require a criminal record check, verification of a current driver's license, drivers abstract, background check, or certain educational requirements where the employer deems it a requirement of the position being applied for.

Before a position is posted, there must be an approved and current position description and position qualifications.

Applications for employment shall be in the form of a résumé with a covering letter and references.

Preferential Hiring

It is not a discriminatory practice for an employer to give preferential treatment to Aboriginal persons in hiring, promotion or other aspects of employment, when the primary purpose of the employer is to serve the needs of Indigenous people.

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The employer will ensure that the best candidate for the job is hired. Where candidates for the job are equally well qualified, preference will be given to ADKFN citizens first and other First Nations second in the hiring decision.

Selection Committee

The Selection Committee shall be responsible for reviewing and understanding the relevant position description and position qualifications, determining the list of applicants for interview, interviewing, and the reviewing of applicant references.

The Selection Committee responsible for the **recruitment and selection of the Manager** shall consist of:

- all members of Executive Council; and
- other external consultants and/or internal advisors as may be invited by the Executive Council.

The Selection Committee responsible for the **recruitment and selection of Directors/Coordinators/Associates & Assistants** shall consist of:

- the Chief or appointed Council representative
- the Manager
- the Human Resources Director; and
- other external consultants and/or internal advisors as may be invited by the Manager

A member of a Selection Committee must declare a conflict of interest and withdraw from the Committee immediately, where the list of applicants includes an immediate family member, or any other person with whom the member has a close personal relationship that may be perceived as a conflict of interest. If the Manager, or the Human Resource Director has a conflict, a replacement from among the Directors will be appointed by the Manager.

The Selection Committee shall endeavor to interview a minimum of two (2) applicants for each vacant or new position except when hiring temporary or casual employees. All personnel hired by ADKFN shall be interviewed prior to employment.

The Selection Committee shall ensure that an interview guide, with point weighted criteria, is developed and agreed to in advance of interviews. Up to 10% of all points allocated may be set aside for ADKFN Citizens and up to 5% for other First Nations.

Where the selection is for Trainee positions (Associates) the Selection Committee shall limit recruitment and selection to ADKFN Citizens only.

The Manager may fill a position by promoting an employee or by asking an employee at the same job level to move to the position, in which case the position need not be advertised

Competitions and Advertising (internal 5 day posting deleted)

Positions will be posted internally on the ADKFN website/social media and advertised externally at the discretion of the Manager, applications shall be received for a period of at least five (5) working days. If the posting is for the Manager, it will always be posted externally.

Temporary or casual positions will be posted on the Manager website/social media and in one or more visible locations in the ADKFN government offices, for a minimum of at least five (5) working days, or less in cases of urgency.

ARTICLE 3 AUTHORITY

Article 3.1.....General Provisions and Procedures

Acho Dene Koe First Nation operates under the Carver Model of Governance. In the Carver Model of Governance, the Chief and Council have the exclusive authority to hire the Manager. The Manager is the sole employee of the Chief and Council and is the only employee who directly reports to the Chief and Council.

The Manager in turn hires the remainder of the staff of the organization (for example Directors/Coordinators/Associates & Assistants). The staff may report to various supervisor levels but ultimately all employees report to the Manager.

The Chief and Council have no direct authority over the staff and as such cannot direct activities, conduct evaluations, or provide discipline. All these responsibilities rest with the Manager.

The Chief and Council's primary relationship is with the organization's 'ownership'. As a result, governance is a downward extension of ownership rather than an upward extension of management.

The Council, as a single entity, assumes a governance position that is the link between ownership and the operational organization. That governance position is a commanding authority. The Council exists to exercise that commanding authority and to properly empower others.

Proper empowerment means to define the results to be achieved by the organization Ends and define what would be considered unacceptable in terms of ethics and prudence through executive limitations.

The Council delegates the job of achieving its Ends within the parameters defined in policy to the Manager. To complete the delegation, the Council is expected to rigorously monitor the performance to policy to uphold accountability of the Manager.

SECTION B BENEFITS

ARTICLE 1 VACATION

Article 1.1 General Provisions and Procedures

The vacation year shall be April 1 to March 31 of each inclusive year. The Manager is responsible for approving vacation leave requests. All request approvals are subject to operational needs.

Vacation leave requests must be submitted, in the required form, at least two weeks' in advance. All urgent tasks assigned to the employee must be completed or delegated with approval of the Manager prior to the employee leaving for vacation.

Vacation leave will be used within the year in which it is earned. The Manager may authorize the carryover of five (5) working days to the next vacation year. Requests for carryover must be made in writing to Manager by the employee at least one month prior to the start of the new fiscal year.

Employees may take up to one week's vacation prior to their first anniversary, which will be applied against their first year's vacation entitlement. However, no vacation leave shall be permitted during the probationary period.

If a statutory holiday falls on or during an employee's vacation time, the employee will be allowed to take the holiday immediately after the planned vacation period, of which adjustments must be made on leave form.

If an employee becomes ill during their scheduled vacation, the employee may be granted sick leave upon notifying the employer and providing acceptable evidence of illness. If that is the case, vacation leave credits will be reinstated upon submission of a medical certificate.

Unused vacation credits will be paid out upon termination.

Article 1.2 Full-Time Employees

Full-time employees shall earn vacation at the following rates, for each month in which the employee receives at least 10 days' pay:

- An employee shall earn 1 1/4 days per calendar month for the first five years of employment and it shall be the choice of ADKFN as to whether the payment is made with each payroll period, or
- An employee may accumulate to which vacation equals to 15 days (3 weeks) vacation per year or unless specified in their employment agreement.

If they wish to apply for vacation time – they can submit a written vacation request.

Article 1.3 Part-time Employees

Part-time employees shall be entitled to vacation leave if they choose to have their vacation pay banked.

Part-time employees receive their vacation pay on each cheque.

If they wish to apply for vacation time – they can submit a written vacation request.

Article 1.4 Casual and Term Employees

Employees shall earn two (2) weeks of vacation per year for the first five years of continuous employment and three (3) weeks of vacation per year for the sixth and subsequent years of continuous employment.

Vacation leave may be accumulated or may be paid out on each pay cheque. If vacation is paid on each cheque, it shall be paid at 4% of the employee's gross wages for the first five years of continuous employment, and 6% of the employee's gross wages for the sixth and subsequent years of continuous employment.

ARTICLE 2 SICK LEAVE

Article 2.1 General Provisions and Procedures

An employee who must be absent from work due to illness must make every effort to report to the employer within the first hour of work, if possible. Upon their return to the workplace, the employee must complete the appropriate leave forms and submit them to the Manager for approval.

The Employer may require the employee to provide a medical certificate to support any absence due to illness. An employee will not be entitled to paid sick leave if the employee fails to produce a medical certificate after being required to do so.

If an employee is absent for more than fifteen (15) days by reason of illness, they are required to apply for short or long-term disability, depending on their situation and based on benefits offered through ADKFN.

Sick leave credits will not be paid out upon termination of employment.

Misuse of sick leave will result in disciplinary sanctions up to and including termination.

Article 2.2 Full-Time Employees

For each month that an employee receives pay for at least ten (10) calendar days, the employee shall accumulate paid sick leave credits at the rate of twelve (12) hours per calendar month, up to a maximum of 120 hours per year. Sick leave cannot be carried over into the next year.

Article 2.3 Part-Time Employees

Part-time employees shall be entitled to the same sick leave as full-time employees, on a *pro rata* basis.

Article 2.4 Casual and Term Employees

Casual and Term employees shall not be entitled to paid sick leave.

Article 2.6.....Accommodation

The Manager can assign an employee to a different position, with different terms and conditions of work when the employee, after an absence due to an illness or injury, is unable to perform the work required of him/her prior to the absence.

ARTICLE 3 MEDICAL/FAMILY CARE LEAVE

Article 3.1.....General Provisions and Procedures

Medical and family care leave will be approved by the Manager upon submission of the appropriate forms by the employee. Employees may be required to submit proof of their attendance to the appointments upon their return to the workplace.

Medical and family care leave credits will not be paid out upon termination.

Article 3.2.....Personal Medical Leave

All full-time employees shall be granted paid leave of sixteen (16) hours per fiscal year to attend personal, medical, dental, and/or optometric appointments or referrals.

Article 3.2.....Family-Related Responsibilities

All full-time employees shall be granted paid leave of one (1) day per fiscal year to attend to family-related responsibilities such as medical, dental, and/or optometric appointments or referrals, school-related appointments or adoption agencies for their immediate family when that member is a minor or is unable to attend the appointment alone.

ARTICLE 4 MATERNITY LEAVE

Article 4.1.....General Provisions and Procedures

An employee who has completed six months of continuous employment shall be entitled to a maximum of seventeen weeks unpaid maternity leave, if they submit to the employer a certificate signed by a medical professional certifying that they are pregnant.

Maternity leave will be granted and approved by the Manager. Employees must provide a minimum of at least four (4) weeks' notice and complete the appropriate forms when applying for maternity leave.

Maternity leave may begin no earlier than eleven weeks prior to the date of estimated delivery and end no later than seventeen weeks after the birth of the child.

Vacation and sick leave credits will not accrue while the employee is on maternity leave. Employees will further be responsible for the cost of maintaining their health and dental benefits while on maternity leave.

Article 4.2.....Return to Work

An employee returning from maternity leave must notify the employer two weeks in advance of her intention to return to work.

When an employee returns to work upon taking maternity leave, they shall return to the same position she held prior to the commencement of maternity leave, without loss of seniority, wages, or benefits accrued to the commencement of maternity leave.

ARTICLE 5 PARENTAL LEAVE

Article 5.1.....General Provisions and Procedures

An employee who has completed six months of continuous employment shall be entitled to a maximum of thirty-seven (37) weeks of unpaid parental leave to care for a new-born child of the employee or a child who is in the care of the employee for the purposes of adoption.

Parental leave will be granted and approved by the Manager. Employees must provide a minimum of at least four (4) weeks' notice and complete the appropriate forms when applying for parental leave.

Parental leave may only be taken within the 52-week period after the child is born or comes into the employee's care.

Vacation and sick leave credits will not accrue while the employee is on parental leave. Employees will further be responsible for the cost of maintaining their health and dental benefits while on parental leave.

Article 5.2.....Aggregate Leave

Parental leave can be shared by two employees but the collective period of parental leave with respect to the same child, shall not exceed thirty-seven (37) weeks.

The aggregate amount of leave that may be taken by one or two employees for maternity and/or parental leave, in respect of the same birth shall not exceed fifty-two (52) weeks.

Article 5.3.....Return to Work

An employee returning from maternity leave must notify the employer two (2) weeks in advance of her intention to return to work.

The Employer will not lay-off, dismiss, discipline, or suspend an employee because they have applied for or taken parental leave.

ARTICLE 6 LEGAL GUARDIANSHIP

If an employee becomes a child's legal guardian, the employee may submit a special request for special unpaid leave to take care of that child.

All special leave requests shall be granted at the discretion of the Manager.

ARTICLE 7 BEREAVEMENT LEAVE

Article 7.1 General Provisions and Procedures

All employees who have completed at least three (3) months of continuous employment shall be granted three days of bereavement leave.

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Employees with less than three months' service are entitled to unpaid leave on any of the employee's normal working days that occur during the three days immediately following the day of the death, upon the death of an immediate family member.

All employees must complete the appropriate forms for leave.

The Manager may, at their discretion, grant unpaid leave with respect to the death a member of the employee's extended family.

ARTICLE 8 COMPASSIONATE CARE LEAVE

Article 8.1 General Provisions and Procedures

All employees are entitled to an unpaid leave of absence for up to twenty-eight (28) weeks to support a critically ill immediate family member provided that some qualified medical professional issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the certificate is issued, or if leave commenced prior to the issuance of the certificate, the day the leave commenced.

The leave of absence may only be taken during the period:

(a) that starts with

(i) the first day of the week in which the certificate is issued, or

(ii) if the leave was commenced before the certificate was issued, the first day of the week in which the leave was commenced if the certificate is valid from any day in that week; and

(b) that ends with the last day of the week in which either of the following occurs, namely,

(i) the family member dies, or

(ii) the period of fifty-two (52) weeks following the first day of the week referred to in paragraph (a) ends.

All employees must provide a minimum of two (2) weeks' notice, where possible, when applying for compassionate leave.

Article 8.2 Return to Work

All employees must provide a minimum of forty-eight (48) hours' notice of expected return to work.

ARTICLE 9 EDUCATIONAL & PROFESSIONAL DEVELOPMENT LEAVE

Article 9.1 General Provisions and Procedures

All employees must provide a minimum of four (4) weeks' notice when applying for educational or professional development leave.

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Educational and Professional leave will be granted and approved by Manager. All employees must complete the appropriate forms for leave.

All employees on educational leave will be eligible to apply for financial sponsorship through the local student education office.

Article 9.2 Education Leave

After three (3) consecutive years of employment, an employee may be granted unpaid education leave to attend a recognized training institution that directly relates to the employee's position or the organization.

Article 9.3 Professional Development Leave

All full-time employees shall be eligible for paid leave, their regular hours of work, to attend a workshop, conference, or short-term training sessions that directly relates to their position or to the organization. Employees shall not be paid for travel time to attend such professional development.

ARTICLE 10 LEAVE FOR ELECTIONS

Article 10.1 Local Band Elections

The Band Office shall be closed for a full day during Band Elections.

All essential and/or retail service employees who are required to work on this day and who are eligible to vote in an election shall be entitled to three (3) consecutive, while the polling stations are open to cast their vote. If an employee requires time away from the workplace to have three (3) consecutive hours for voting, the time off shall be with pay and shall be determined by the Employer. However, the Employer may vary the employee's hours of work, to allow for (3) consecutive hours for voting, in lieu of providing the employee leave with pay.

Article 10.2 Federal and Provincial Elections

All employees who are eligible to vote in an election shall be entitled to three (3) consecutive hours, while the polling stations are open, to cast their vote.

If an employee requires time away from the workplace to have three (3) consecutive hours for voting, the time off shall be with pay and shall be determined by the Employer. However, the Employer may vary the employee's hours of work, to allow for (3) consecutive hours for voting, in lieu of providing the employee leave with pay.

Article 10.3.....Candidates

If an employee is nominated and accepts the nomination for position of Chief or Councillor, the employee shall be required to take a leave of absence from the day of nomination until the day of election, unless otherwise determined by Chief and Council. This leave can be taken as leave without pay or as annual leave.

If an employee is elected as Chief or Councillor, the employee will be required to resign, which shall become effective on the day that employee takes office.

ARTICLE 11 COURT LEAVE

All employees shall be eligible to apply for an unpaid leave of absence to serve on jury, to attend court by subpoena or summons, or to attend as a witness in any court proceeding for the time required.

All employees must complete the appropriate forms for leave.

ARTICLE 12 RELIGIOUS OR TRADITIONAL LEAVE

Article 12.1.....General Provisions and Procedures

All full-time employees shall be eligible for unpaid religious or traditional leave up to a maximum of three (3) days per fiscal year for attending or participating in religious or traditional ceremonies or activities.

All employees must provide two (2) weeks' notice when applying for religious or traditional leave.

Religious or traditional leave will be granted and approved by Manager. All employees must complete the appropriate forms for leave.

ARTICLE 13 BENEFIT ENROLMENT AND ADMINISTRATION

Article 13.1 General Provisions and Procedures

Effective 2019 ADKFN will have implemented an employee benefits coverage for all employees and elected officials. The employer believes in providing employees and their families with access to a Benefit Plan that provides for their health and protection.

Article 13.2 Group Insurance Benefit Plan - Enrolment

Employees who work at least twenty (20) hours each week and who are not classified as temporary or casual will be eligible to enroll in the ADKFN Group Insurance Benefit Plan, ADKFN Group Pension Plan and the NWT Medical Services Plan, after successful completion of the employee probation period.

Article 13.3..... Group Benefit Coverage

Employees eligible for participation in the Group Insurance Benefit and Pension Plans shall refer to the Benefit Booklets for details of benefit coverage.

Article 13.4 ... Termination of Coverage

Employees shall have their participation in the ADKFN Group Benefit Plans terminate within thirty (30) days of the last day of employment.

Article 13.5 ... Administration of Group Insurance Benefits

The Plan Administrator shall be responsible for the administration of the Group Insurance Benefit Plan and providing support and information to employees in the processing of benefit claims.

Article 13.6 ... Benefits Plan Premiums

Premiums for Group Insurance Benefits are paid two thirds (66.66%) by the employer and one third (33.33%) by the employee, with the employee's share deducted from their pay.

The employer pays 100% of managements' premiums.

The employer and the employee each contribute an amount equal to 7.5% of the employee's earnings into a Registered Retirement Plan, which is mandatory for all employees.

Article 13.7 ... Employment Insurance

All employees shall have Employment Insurance premiums deducted from their pay, in accordance with Canada Employment Insurance Regulations.

Article 13.8 ... Canada Pension Plan

All employees shall have Canada Pension Plan premiums deducted from their pay, in accordance with Canada Pension Plan Regulations.

Article 13.9 ... Workers Compensation

All employees shall have their Workers Compensation premiums paid by the employer.

SECTION C STATUTORY HOLIDAYS

ARTICLE 1 GENERAL PROVISIONS AND PROCEDURES

A statutory holiday is defined as an official day off with pay.

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The following days are holidays with pay:

New Year's Day	January 1 st
Good Friday	Friday before Easter Sunday
Easter Monday	Monday after Easter Sunday
Victoria Day	Third Monday in May
National Aboriginal Day	June 21 st
Canada Day	July 1 st
Civic Holiday	1 st Monday in August
Labour Day	First Monday in September
Thanksgiving Day	Second Monday in October
Remembrance Day	November 11 th
Christmas Day	December 25 th
Boxing Day	December 26 th

If any of the above holidays fall on a non-working day for the employee, the next working day will be considered the holiday unless the employer designates otherwise in writing.

ARTICLE 2 HOLIDAY PAY & HOLIDAY WORK

All employees who have completed thirty (30) days of employment are entitled to holiday pay equal to 1/20 of the wages, excluding overtime, that they have earned in the four weeks preceding the holiday. Holiday pay will typically be equivalent to the employee's regular pay for the day.

An employee who is required to work on a Statutory Holiday to which the employee is entitled to shall be paid at a rate of 1 ½ their regular rate of pay for each hour worked.

Band Offices will be closed between Christmas and New Years Day for Christmas break these are non-paid days. Employees can use vacation time earned.

ARTICLE 3 ANNUAL VACATION

When a statutory holiday falls within an employee's annual vacation, the annual vacation may be extended by one day for each such holiday.

SECTION D HOURS OF WORK

ARTICLE 1 GENERAL PROVISIONS AND PROCEDURES

The regular band office hours are from 9:00 AM to 5:00 PM, Monday to Friday.

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Unless otherwise specified in individual employment agreements, the employees' standard hours of work shall be seven (7) hours per day, thirty-five (35) hours a week, Monday to Friday.

All employees shall be entitled to a one-hour unpaid lunch break and two paid fifteen (15) minutes breaks per day.

Hours of Work, lunch breaks and work breaks may vary, depending on operational needs and the nature of the employee's duties. Directors are responsible for ensuring essential services (e.g. telephone answering, customer service and building services) are maintained in their departments throughout regular working hours. Directors have the discretion to vary or stagger the time when eating and/or employees take rest periods.

Employees are responsible for being punctual in their work. Tardiness is not acceptable and repeated tardiness will be subject to disciplinary action up to and including termination.

ARTICLE 2 RECORDING TIME

Each week, employees shall record the following information on a timesheet:

- (a) Regular hours of work;
- (b) Overtime hours of work;
- (c) Time off in lieu of Overtime;
- (d) Hours and type of leave taken; and
- (e) Such further information as may be required on Form T-1.

All Directors shall review and sign off on the timesheets submissions weekly. Unauthorized absences and lateness shall not be paid. Any incomplete or inaccurate timesheets but be completed or corrected before pay will be issued.

ARTICLE 3 OVERTIME HOURS

The Manager may schedule overtime hours when necessary to handle peak workloads. Overtime must be authorized by the Manager. All authorized work performed more than eight (8) hours in a day or forty (40) hours in a week shall be considered as overtime work.

The employer acknowledges that due to emergencies and workload, there may be the need for some employees to work overtime from time to time. Where overtime is required, and preauthorized, overtime will be compensated. Overtime will not be regularly scheduled for employees.

Employees who are exempt from overtime compensation may be provided reasonable time off in-lieu as approved by the Manager. The Chief may approve time off in lieu for the Manager.

Employees who work more than eight (8) hours a day or forty (40) hours a week will be compensated at a rate of 1.5 hours of lieu time for each excess hour worked on a regular work day,

Accumulated lieu time must be taken within the quarter it is earned, unless otherwise stipulated in an agreement between employer and employee.

ARTICLE 4 LATENESS AND ABSEENTEEISM

Employees are expected to commence and leave work in accordance with their work schedule. Employees who are unable to do so should notify the employer as soon as possible. The proper notification of lateness or absenteeism will assist the employer in finding a suitable and timely replacement where required.

Employees unable to report for work at the commencement of a scheduled work day or as required by the employer, shall personally notify their immediate supervisor, or in the absence of the immediate supervisor, the Manager, within twenty (20) minutes of the scheduled commencement time.

Employees wanting to leave work early, will need to receive preauthorization from their immediate supervisor.

Employees attending to work outside of the office or attending outside meetings and conferences are encouraged to contact or as required by the employee's immediate supervisor.

Unauthorized lateness or absenteeism may result in disciplinary action, including loss of pay for the period of absence.

If an employee is absent from work for one (1) day without notifying their immediate supervisor, they may be subject to discipline. An employee absents for three (3) or more continuous days without notifying their immediate supervisor shall be considered to have abandoned their position and shall be subject to discipline, which may include the termination of their employment for cause.

ARTICLE 5 TRAVEL TIME

Article 5.1 General Provisions and Procedures

Employees shall be compensated for travel time where the travel is pre-authorized by their immediate supervisor for employer business, or to attend conferences and conventions where requested by the employer.

Travel time outside of the employer's office and while on employer business or to attend a conference or convention at the request of the employer on a normal work day and during normal working hours shall be compensated as part of the employee's regular work day.

Where the employee has already worked 7.5 hours in a day or 37.5 hours in a week, the travel time shall be compensated in accordance with the overtime policy.

Travel time to attend or participate in a conference or convention not at the request of the employer shall not be compensated.

Article 5.2 Travel for Professional Development and Training:

Professional development and training shall be recognized as an employee and employer shared responsibility and benefit.

Travel time associated with the employee's attendance / participation at professional development and training courses or programs shall not be compensated.

Article 5.3 Travel to and from the Employer's Office:

Travel time to and from the employee's residence and the employer's office shall not be compensated.

Travel time to and from one employer office to another employer office at a different geographical location, shall be compensated, however the employee is expected to schedule their travel to minimize such travel time.

SECTION E OFFICE CLOSURE

ARTICLE 1 GENERAL PROVISIONS AND PROCEDURES

Other than for regular scheduled closures, the band office may be closed for the following reasons: Page | 22

- In the event of natural emergency and/or road closures.
- In the event there is no heat or power in the building or office.
- In the event the office has been vandalized.

The band office is not closed or uninterrupted in the event of a funeral, unless closure or interruption is authorized by Chief and Council.

Depending on the circumstances, employees regularly scheduled to work on the day of an office closure may or may not receive notice of the office closure. If the closure is due to an unforeseen event, all regularly scheduled employees will receive regular pay during time of office closure.

Employees will be notified when they may return to work.

Other office closures will be based on the discretion and/or decision of Chief and Council.

SECTION F CODE OF CONDUCT

ARTICLE 1 GENERAL PROVISIONS AND PROCEDURES

All employees are representative of ADKFN and are expected to work with diligence, care, and honesty. Page | 23

All employees shall conduct themselves in a courteous, civil, and professional manner, and perform the duties to of their positions.

All employees shall maintain a generally neat and appropriate appearance in the workplace during regular working hours, unless otherwise deemed appropriate, such as in holiday theme days or other pre-planned events.

An employee whose conduct or actions are determined to be detrimental to band operations and/or business or is viewed as deliberately hindering or discrediting the efforts of the workplace will be subject to disciplinary action.

ARTICLE 2 CONFIDENTIALITY & PRIVACY

Article 2.1 General Provisions and Procedures

All employees shall respect the confidentiality of information received or gained as an employee that is designated below as confidential or which may in the future be designated as confidential under the *Freedom of Information and Protection of Privacy Act*, including personal information about other employees, ADKFN citizens and others. Any inquiry about whether information is confidential or not is to be made to the Manager prior to the release or disclosure of that information. If there is any conflict between this Policy and the *Freedom of information and Protection of Privacy Act*, once it is adopted, the Act shall take precedence to the extent necessary to resolve the conflict.

Article 2.3 Confidentiality

During their employment, employees will be party to confidential information about the employer and its business dealings and about ADKFN citizens. Confidential information includes:

1. personal information about individuals, including:
 - a. Medical, psychiatric, or physiological diagnosis, condition, treatment or evaluation;
 - b. Employment, occupation or educational history (except for the employee's workplace contact information);
 - c. Finances, income, assets, liabilities, net worth, bank balances, financial activities or credit worthiness;
 - d. Eligibility for income assistance or social service benefits or the level of benefits; orientation, religious or political beliefs or associations, or racial or ethnic origin, and information indicating the individual's ADKFN citizenship;
 - e. Information compiled and identifiable as part of an investigation into a possible violation of the law, except to the extent that disclosure is necessary to prosecute the violation or continue the investigation; and

2. personal information about employees including:
 - a. Any information about an employee other than the employee's name and position or title, business telephone number, business address, business email, business fax number and other business contact information. Employee contact information may be shared publicly, but all other employee personal information (such as home phone number or home address) may not be disclosed without the explicit written consent of the employee prior to the release of the information;
 - b. Information obtained on a tax return or gathered for collecting a tax;
 - c. Personal recommendations or evaluations, character references or personnel evaluations about the individual, the disclosure of which could reasonably be expected to reveal the identity of an individual that supplied, in confidence, a personal recommendation or evaluation, character reference or personnel evaluation; and
 - d. Information consisting of the individual's name, home address, or home telephone number.

If an employee has any doubt about whether any information is confidential, the employee must check with the Manager before releasing any information so that a determination be made as to whether the information can be released.

When an employee becomes employed and provides the employer with personal information related to the employee's personal circumstances to receive benefits and for the employer to be able to communicate with the employee, the employee is deemed to have consented to the employer using that information for benefit purposes or for communication purposes such that explicit consent of the employee to use the information for those purposes is not required. Information that is about expenses incurred by an employee while travelling at the expense of the employer is not considered personal information, nor is this information related to the details of a license, permit or other form of certification required for the employee to carry out his or her responsibilities.

All employees will keep strictly confidential all confidential information acquired during their employment and all personal information about ADKFN citizens and employees. Employees acknowledge the proprietary nature of any confidential material and information and will not use, copy, duplicate or disclose to third parties any of such items without express written consent from their supervisors. Employees will take reasonable precautions to prevent confidential information from being discovered, used or copied by third parties.

Information deemed confidential by the employer under the *Freedom of Information and Protection of Privacy Act* shall not be disclosed to ADKFN citizens including family members, the public, other First Nations organizations, and to outside organizations or interest groups, without the preauthorization of the Manager, or the Chief and Council, as applicable, or as required by law. Employees will not disclose confidential information to other employees unless they have a legitimate need to know for the purposes of their employment.

Any breach of confidentiality will result in a thorough investigation in accordance with the relevant legislation and an appropriate level of disciplinary action, which may include termination of employment and / or civil actions for damages.

The employee's obligations of confidentiality will continue indefinitely, both during the employee's employment and after that employment terminates.

The obligations set out in this policy are subject to the obligations and exemptions set out in the *Freedom of Information and Protection of Privacy Act*.

Article 2.3 Personnel Files

Personnel records shall be kept confidential and secure always. All information contained in the personnel files shall be the responsibility of Human Resources or Manager.

Employees are entitled to review their file at any reasonable time during regular office hours. Employees can arrange to view their file by contacting the Human Resources Director and shall view their file in the presence of a designated employee. The request to review the file must be given in writing and provided forty-eight hours in advance.

Employee files are kept for a minimum of seven years after an employee terminates employment, in accordance with the rules of the Canada Revenue Agency.

ARTICLE 3 POLITICAL ACTIVITIES

An employee who actively participates in political activities that are disruptive to the band/program mandate and/or efforts of the elected Chief and Council will be subject to discipline.

ARTICLE 4 CONFLICT OF INTEREST

Article 4.1 General Provisions and Procedures

It is a Conflict of Interest for an employee or a member of the employee's immediate family to accept from any potential client, individual, or organization doing business or competing with ADKFN, any payment or compensation whatsoever. Compensation is inclusive of but not limited to any gift, entertainment, hospitality, or other gift of more than a Token Value, that goes beyond that which is customary and an acceptable business practice.

Employees must not place themselves in a position of conflict, either actual or apparent, by being in a position where their personal interests have the potential to conflict with the interests of their employer. A conflict will exist where the employee has an opportunity to further his or her direct or indirect private interest through their employment. An employee is considered to benefit indirectly if a member of their immediate family, or someone who is financially dependent upon the employee or upon whom the employee is financially dependent, would realize a benefit. For further information, see the *Code of Conduct* and *Conflict of Interest Act*.

In short, employees shall not use knowledge obtained through their work for personal gain.

Employees shall not conduct personal business or the business of an organization other than the employer during normal working hours, without the preauthorization of the Manager, as applicable.

An employee may only take other employment while working for the employer where such employment does not conflict with the duties, responsibilities and required working hours of the employee, and where it does not conflict with the interests and business of the employer, with such conflict to be determined by the Manager, in his or her sole discretion.

Employees or members of the employee's immediate family shall not misuse for profit, political gain or personal gain, an opportunity belonging to the employer, where the employee or immediate family member has knowledge of the opportunity through the employee's employment.

Employees shall not take part in discussions or decisions involving a business, or an organization in which the employee or a member of the employees' immediate family, has an interest.

Employees must not use their access to the employer's information, resources or monies in such a manner to put themselves, their immediate family or close personal friends at an advantage over other ADKFN citizens.

Article 4.2 Declaration of a Conflict of Interest

It is the responsibility of the employee to immediately discuss any potential, apparent or actual conflict of interest with the Manager, as soon as the employee becomes aware of the conflict.

It is the responsibility of the Directors to immediately discuss any potential, apparent or actual conflict of interest with the Manager, and the responsibility of the Manager to discuss any such conflict of interest with Chief and Council.

Failure of an employee to declare, bring forward or remedy a potential, apparent or actual conflict of interest involving the employee or a member of the employee's immediate family, shall be subject to discipline.

All allegations of potential, apparent or actual conflicts of interest shall be investigated promptly by the Manager to protect the integrity of both the employee and the employer and, where appropriate, to determine the necessary disciplinary and remedial courses of action.

The Manager or the Chief and Council as applicable must review the alleged conflict with the affected employee(s) before rendering a decision as to whether a conflict exists.

Article 4.3 Gifts and Favours

An employee who receives a gift or a favour from any potential client, individual, or organization doing business or competing with ADKFN during their employment must immediately report it to the Manager. The Manager may allow the employee to keep the gift or accept the favour if:

- The items or services offered are legal;
- The value of the items or services would not be viewed as improper by others;
- The items or services are not embarrassing to ADKFN or the recipient;

- The items and favours honour the traditional values and customs of ADKFN and the recipient.

Article 4.4 Honorariums

If an employee is to receive an honorarium while performing duties on behalf of ADKFN, they are required to report the amount to the Financial Department and request that the honorarium be paid directly to ADKFN. If that is not possible, employees must submit the amount received to the Financial Department upon its receipt, or upon their return to the workplace if they are paid that same day.

Article 4.5 Outside Activities

Employees wishing to act as paid consultants in their personal capacity for other organizations must obtain prior approval from the Manager. Such work must be conducted on the employee's personal time and not interfere with their duties as ADKFN employees.

ARTICLE 5 PROFESSIONAL AND PERSONAL STANDARDS

Employees shall conduct and present themselves in a professional manner always, including while performing work for the employer, representing the employer, participating in employer organized activities or events, and when dealing with outside organizations or persons. Employees shall comply with the Code of Conduct, as described in Part 2 of the *Code of Conduct and Conflict of Interest Act*, which are summarized below.

An employee's personal appearance and dress shall be appropriate to the employee's employment position, the image of the employer, and the nature of the employee's work assignments.

Employees shall use the facilities, property, and supplies which are owned or rented by the employer, with care and due diligence, and as authorized.

Employees owe a duty of loyalty to their employer and shall not breach that duty by publicly criticizing or their employer and its policies, other employees or the Executive Council, including through posting such criticisms on social media. The employer will apply the reasonable person standard in assessing whether any public statements are criticisms or not. Employees may comment, making clear they are doing so on their own behalf, on ADKFN matters of public interest providing the comments are in keeping with the teachings of ii-saak.

Employees shall display a level of integrity and professionalism that always promotes the image and mandate of the employer.

Employees are to carry out the duties and responsibilities of their positions to the best of their ability, and according to the employer's policies and procedures.

Employees are encouraged to use their initiative to find ways of doing their work more efficiently, effectively, and economically.

Employees are to promptly carry out instructions from their supervisors, managers, and directors and be cooperative with their supervisors and co-workers, and work as a team with other employees

Employees are expected to conduct themselves in a manner that brings credit to themselves, their program and the employer and as required by our laws must:

- fulfill the ADKFN oath
- uphold, respect and obey ADKFN laws;
- uphold and respect lawful decisions of an ADKFN body;
- treat ADKFN citizens, other public officers, and members of the public equitably and impartially;
- perform their official duties in a conscientious and professional manner; and
- prepare for and attend meetings related to the performance of their duties.

Employees shall not accept any fees, gifts, or other tangibles offered in reward or payment for duties performed by their position, notwithstanding traditional values or recognition except as permitted by the *Code of Conduct* and *Conflict of Interest Act*.

Employees shall not use employer owned or leased equipment, vehicles and software for their personal use or pleasure, without the preauthorization of the Manager.

No employee shall perform or be requested to perform a task that is unethical or morally inappropriate

Employees will not participate in partisan political activity during the working day or at any time during which the employee is on official business, unless authorized in advance by the Executive Council.

ARTICLE 6 ALCOHOL AND DRUGS

Employees will not consume or be under the influence of alcohol or illegal drugs, nor shall they be impaired by the excessive use of over-the-counter or prescribed drugs, while working, including while attending ADKFN functions and events, when representing the employer. Employees who violate this policy may be subject to discipline or, required to attend treatment if the employee admits to being addicted to alcohol or drugs (see Rehabilitation Leave Policy) or both.

Employees shall not come to work or be at work, during normal work hours or other times when required to be at work, while intoxicated, or in an impaired or “hung over” condition. This includes temporary, on call or casual workers.

Employees shall not consume alcohol or drugs while in the normal course of his or her duties. This includes meal breaks and/or rest breaks.

While attending any approved functions where alcohol may be served, on or off premises, employees shall not drive after consumption of alcohol causing impairment.

**SECTION G
HARASSMENT, DISCRIMINATION AND WORKPLACE VIOLENCE**

ARTICLE 1 GENERAL PROVISIONS AND PROCEDURES

ADKFN is committed to providing a safe and respectful workplace for all employees based on the premise that employees are entitled to work in an environment free from harassment and discrimination.

Violence, threats, harassment, bullying, intimidation, and other disruptive behaviour will not be tolerated. All incident reports will be taken seriously and dealt with accordingly.

Article 1.1.....Definitions

“Discrimination” refers to any demonstrated bias toward an individual, which is attributed to their race, national or ethnic origin, color, religion, age, sex, marital status, family status, political beliefs, economic status, disability, pardoned conviction, or sexual orientation

“Harassment” means a course of vexatious comment or conduct at a work site that is known or ought reasonably to be known to be unwelcome; and constitutes a threat at the work site to the health or safety of a worker. Harassment may be repeated conduct, comments, displays, actions or gestures; or a single, serious occurrence of conduct, or a single, serious comment, display, action or gesture, that has a lasting, harmful effect on the worker’s health or safety. Harassment is not reasonable action taken by an employer or supervisor relating to the management and direction of the workers or of the work site.

“Sexual Harassment” refers to unwelcome conduct (direct and indirect), comments, gestures, and/or contact of a sexual nature that is likely to cause offense or humiliation to an employee, or that might, on reasonable grounds, be perceived by the employee as placing a condition of a sexual nature on employment or any opportunity for training or promotion.

“Workplace Violence” refers to any action, incident or behaviour that departs from reasonable conduct in which an individual is assaulted, threatened, and/or injured during, or as a direct result of, the employee’s work. Workplace violence can result of actions between coworkers, or from actions between an employee and third-party present in the workplace.

**ARTICLE 2 COMPLAINT PROCEDURES –
HARASSMENT, SEXUAL HARASSMENT & DISCRIMINATION**

If an employee believes they are being harassed or discriminated against during their employment, they are first invited to attempt to informally resolve the situation by advising the individual or individuals responsible for the unwanted conduct that they are not comfortable with the behaviour and asking them to stop immediately.

If the harassment or discrimination continues, or if the employee is unable to deal with the individual directly, they should report the unwanted conduct immediately to their immediate supervisor or to the Manager.

If their immediate superior or the Manager is responsible for the unwanted conduct, the employee should report it to the Chief and Council.

If Chief and Council is responsible for the unwanted conduct, the employee should report the conduct to the Manager.

Once a complaint is submitted, a confidential investigation will be conducted to determine whether the complaint is founded. If the complaint is founded, the person responsible for the unwanted conduct may be subject to disciplinary measures, up to and including termination.

No record of the complaint will be kept in the complainant's personnel file where the complaint is substantiated or unsubstantiated but made in good faith.

If the complaint is found to be unsubstantiated, no record of the complaint will be kept in the alleged harasser's personnel file.

ARTICLE 3 PROTOCOL FOR WORKPLACE VIOLENCE

All employees are responsible to report to management, as soon as possible, any suspicious behaviour, threats, or acts of violence that they have witnessed, been confronted with, or are aware of where other employees are involved.

Any individual who makes substantial threats, exhibits threatening behaviour, or engages in violent acts in any band organization shall be removed from the premises as quickly as safety permits, and shall remain off band premises, as per Chief and Band Council Resolution (B.C.R.), until an assessment and/or investigation of the situation has taken place by the Manager, and in consultation with legal authorities, where appropriate.

Pending the outcome of the investigation, the Manager will initiate a response, which may include, but is not limited to; suspension, and/or termination of employment, referral to an Employment Assistance Program (E.A.P.), banning of individual(s) on premises or community, and/or pursuing criminal charges.

ARTICLE 4 BULLYING AND HARASSMENT

All employees have the right to:

- work in a safe and respectful environment;
- employment free of harassment and bullying;
- protection from harassment and bullying;
- confidentiality in the review of harassment or bullying complaints; and
- be fully informed of any complaint made against them.

Harassment of a citizen, employee, Executive Council, Director, management employee, or co-worker is explicitly in violation of HFN Laws and Regulations as well as the *Canadian Human Rights Act* and will not be tolerated by the ADKFN.

Each employee must know and follow this policy. It is imperative that every employee treats every other employee with dignity and respect.

Directors, Managers and Supervisors have a duty and responsibility to provide a work environment that is free from discrimination and harassment. This responsibility includes actively promoting a positive, harassment-free work environment and intervening when

problems occur. Directors, Managers and Supervisors are required to enforce this policy, to ensure that each employee knows and understands this policy and to regularly check the workplace environment to make sure this policy is being followed.

Employees must strive to have a clear understanding of what constitutes discrimination, harassment and bullying, as well as an awareness of the HFN Administration process to prevent, educate and deal with harassment of all forms. Employees are requested to report promptly when they become aware of, or hear of, alleged actions or complaints of discrimination or harassment, regardless of whether it involves themselves, a co-worker, Supervisor, Manager, Director or any other person.

Allegations of harassment may involve sensitive disclosures. Confidentiality must be maintained to ensure that those who may have been harassed feel free to come forward and are confident that reputations will be protected throughout the process. All information is confidential with disclosure only to those involved with the investigation.

Bullying can include both physical and psychological harassment. It includes any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated, but excludes any reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment. It can include verbal aggression and yelling, humiliating initiation practices, spreading malicious rumors or calling someone derogatory names.

Harassment is any improper behavior by a person that is directed at and offensive to an employee, and which the harasser knew or ought to have reasonably known would be unwelcome.

Harassment can consist of a single and serious incident or several incidents over a period, and which tend to create a negative or hostile work environment. Harassment may occur in face to face situations or it may occur through written, electronic or telephone communication. It includes:

- threats, intimidation or verbal abuse;
- unwelcome remarks or jokes about subjects such as race, religion, disability or age;
- displaying sexist, racist or offensive pictures or posters;
- unnecessary physical contact.

Discrimination with respect to an employee's or person's age, race, color, nationality, ancestry, religious affiliation, family or marital status, disability, sex, sexual orientation or criminal conviction for which a pardon has been granted also constitutes harassment and is covered by this Harassment Policy.

Sexual Harassment includes offensive or humiliating behavior that is related to a person's gender, as well as behavior of a sexual nature that creates an intimidating, unwelcome, hostile, or offensive work environment, or that could reasonably be thought to place sexual conditions on a person's job or employment opportunities.

Sexual harassment is defined as one or a series of incidents involving sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature:

- when such conduct might reasonably be expected to cause insecurity, discomfort, offence or humiliation to another person or group; or

- when submission to such conduct is made either implicitly or explicitly a condition of employment; or
- when submission to or rejection of such conduct is used as a basis for any employment decision (including, but not limited to, matters of promotion, raise and salary, security and benefits affecting the employee); or
- when such conduct has the purpose or the effect of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

Specific examples of sexual harassment may include, but are not limited to:

- sexist jokes causing embarrassment or offence, told or carried out after the joker has been advised they are embarrassing or offensive, or that they are by their nature clearly embarrassing or offensive;
- Leering;
- display of sexually offensive material;
- sexually degrading words used to describe a person;
- derogatory or degrading remarks directed towards members of one sex or one sexual orientation;
- sexually suggestive or obscene comments or gestures;
- unwelcome inquiries or comments about a person's sex life;
- unwelcome sexual flirtations, advances, propositions;
- persistent unwanted contact or attention after the end of a consensual relationship;
- request for sexual favors;
- unwanted touching;
- verbal abuse or threats; or sexual assault.

Psychological harassment means any vexatious behavior in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures that affect an employee's dignity or psychological integrity and that results in a harmful work environment for the employee. A single serious incident of such behavior that has a lasting and harmful effect on an employee may also constitute psychological harassment.

Personal harassment includes any conduct that serves no legitimate work-related purpose, but that has the effect of demeaning, belittling or humiliating another person or persons, and/or that interferes with the person's work performance or creates a hostile, intimidating or offensive work environment.

Specific examples of personal harassment may include, but are not limited to:

- written or verbal abuse or threats;
- physical assault;
- unwelcome remarks or gestures, comments, questions, representations, jokes, innuendoes, or taunting about a person's body, sexual orientation, attire, age, marital status, ethnic or racial origin, religion, etc.;
- practical jokes which cause awkwardness or embarrassment, or which endanger a person's safety or negatively affects performance;
- hazing or initiation rites;
- leering or other suggestive words and gestures;
- intimidation or humiliation;
- condescending or patronizing behavior which undermines self-respect or adversely affects performance or working conditions;

- abuse of authority which undermines employee morale or performance, or which threatens the career of an employee or employees;
- false accusations of harassment, motivated by malice or mischief, meant to cause others harm.

ARTICLE 5 RIGHTS, RESPONSIBILITIES, AND PROCEDURE

Article 5.1 Management Rights and Responsibilities:

Normal managerial activities or responsibilities, such as performance counselling and discipline or performance evaluation, so long as they are not being performed in a discriminatory manner, also do not constitute harassment and are not covered by this policy.

The employer will not accept bullying or harassment in any form and considers harassment to be a serious offence subject to discipline.

This policy applies to bullying or harassment committed within the course of employment by an employee against another employee and occurring at or away from the workplace, and during or outside normal working hours. It also applies to harassment by a community member or by a member of Executive Council against an employee while the employee is working.

Allegations of harassment will be dealt with in a fair, unbiased and timely manner.

Retaliation or reprisals are prohibited against any employee who has complained about bullying or harassment or has provided information regarding a complaint. Any retaliation or reprisals are subject to immediate corrective action, up to and including termination. Alleged retaliation or reprisals are subject to the same complaint procedures and penalties as complaints of discrimination and harassment.

Article 5.2 Confidentiality of Complaints:

An employee who has information relating to a bullying or harassment complaint has an obligation to communicate that information to the appropriate Director or to the Manager in a discrete and confidential manner. Harassment complaints will be shared with the alleged harasser and with the individual assigned to investigate the complaint. The fact that a complaint has been made will also be shared with any witnesses who the investigator is requested to interview by either the complainant or the alleged harasser.

Article 5.3 What to do if Harassment Occurs:

An employee who feels bullied or harassed must immediately make the alleged bully or harasser aware of their disapproval and/or uneasiness. To avoid any misunderstanding, the employee should clearly state to the alleged bully or harasser that their action or behavior amounts to harassment under the terms of this Policy and should request that the alleged bully or harasser immediately stop the offensive behavior.

Any employee who feels bullied or harassed should keep a written record of all incidents of bullying or harassment. The written record should include the nature of the behavior, dates, times, witnesses (if any), and the action taken by the employee to tell the alleged bully or harasser of their disapproval.

An employee who feels bullied or harassed may, if unable to resolve the matter directly with the alleged harasser, make a harassment complaint to their Director. If the complaint relates to the Director, it should be brought to the Manager. If it relates to the Manager, or if it is the Manager who is making the complaint, it should be brought to the Chief Councillor of Executive Council, or his/her designate.

Article 5.4 Once a Complaint has Been Made:

The first task of the Director will be to review the complaint with the Manager and determine whether it falls within the parameters of the Bullying and Harassment Policy. The complaint may not fall within the policy if the subject matter of the complaint does not meet one of the definitions of bullying or harassment as described above.

Complaints that do not fall within the parameters of the Bullying and Harassment Policy will be handled by the employee's Director in the same way as any other employment issue. The Director will attempt to resolve the employee's concern but will not follow the Bullying and Harassment Policy in doing so.

Where the complaint is determined to fall within the Bullying and Harassment Policy, the Manager will either begin to investigate it or will delegate another individual to investigate the complaint. At the request of the complainant, a bullying or harassment complaint may also be handled informally (as per the previous section of this policy).

Article 5.5 Where the Alleged Harasser is an Employee:

As soon as the Manager receives a complaint of bullying or harassment, he or she will meet with the complainant to determine whether any changes in reporting relationships or work locations are necessary while the complaint is being investigated.

No record of complaint, investigation or decision will go in the complainant's personnel file, if the complaint was made in good faith as determined by the investigator. If the investigation does not find evidence to support the complaint, there will be no documentation concerning the complaint placed in the file of the alleged harasser. When the investigation reveals that bullying, harassment or discrimination occurred, the incident and the discipline which is imposed on the harasser will be recorded in the harasser's file.

The Manager or her/his delegate will, within one day of receiving the complaint, provide a copy of it (or summary of it if it was made verbally) to the alleged bully or harasser and encourage the alleged bully or harasser to prepare a written response to the complaint.

The Manager or her/his delegate will interview the complainant, the alleged bully or harasser, and any witnesses identified by either party as soon as possible after receiving the complaint. Interviews will be recorded on audiotape wherever possible. The individual conducting the investigation will then prepare a report of the investigation results summarizing their findings and deciding as to whether bullying or harassment occurred. The report will be provided to the Manager (if written by someone other than the Director) within five (5) days of the completion of the report.

The Manager will review the report and within five (5) days will:

a. advises the alleged bully or harasser and the complainant of the report results, in writing, and

b. advises the complainant and the alleged bully or harasser in writing that appropriate action will be taken, as warranted.

Within 10 days of receiving the report, the Manager will determine and initiate corrective or disciplinary action, as warranted.

If bullying or harassment is found to have occurred, the discipline policy will be followed.

Article 5.6 Where the Alleged Bully or Harasser is a Member of the Public:

As soon as the Manager receives a complaint of bullying or harassment, he or she will meet with the complainant to determine whether any changes in working conditions are necessary while the complaint is being investigated.

The Manager or her/his delegate will, within one day of receiving the complaint, send a copy of it (or summary of it if it was made verbally) to the alleged bully or harasser and encourage the alleged bully or harasser to prepare a written response to the complaint.

Where the complaint relates, in part or in whole, to matters within the purview of Executive Council or in cases of repeated harassment or bullying by the same harasser, the Manager will immediately inform Executive Council and may turn the complaint over to Executive Council for investigation. Executive Council may retain a third party to assist in the investigation of the complaint.

Once the interviews are completed, the individual conducting the investigation will then prepare a report of the investigation results summarizing their findings and deciding as to whether bullying or harassment occurred. The report will be provided to the Manager (if written by someone other than the Director) within five (5) days of the completion of the investigation.

The Manager will review the report and within five (5) days will:

- a. advises the alleged bully or harasser and the complainant of the report results, in writing; and
- b. advises the complainant and the alleged harasser in writing that appropriate action will be taken, as warranted.

Within 10 days of receiving the report, the Manager will advise Executive Council of the report results and, after consulting with Executive Council, the Manager will determine any appropriate corrective or disciplinary action. The Manager will implement corrective or disciplinary action promptly. If the Manager is the complainant, Executive Council will make the determination as to whether a corrective action is required and will implement any such action.

For the first occurrence of harassment, the bully or harasser will be warned in writing that such conduct is unacceptable and must not reoccur.

For the second occurrence of bully or harassment, there is to be a range of possible consequences, considering the seriousness of the incidents, including the following:

- loss of access to the premises where the complainant works for a period of up to three months;
- loss of internet access to the complainant for a period of up to three months; and
- loss of telephone access to the complainant for up to three months.

For the third occurrence of bullying or harassment, there is to be a range of possible consequences, considering the seriousness of the incidents, including:

- a declaration by the Manager, after consulting with Executive Council, that the bully or harasser has interfered with the employee in his or her capacity as a public officer, which is a contravention of section 34 of the *Code of Conduct and Conflict of Interest Act*, with the result that a ticket will be issued in accordance with Division 3 of Part 3 of the *Offence and Law Enforcement Act*;
- loss of access to the premises where the complainant works for a period of up to twelve months;
- loss of access to specified ADKFN meetings for a specified time
- loss of internet access to the complainant for a period of up to twelve months;
- Loss of telephone access to the complainant for up to twelve months; and
- the withholding of any discretionary benefit that the bully or harasser would otherwise have been eligible to receive.

Subsequent occurrences of harassment may result in additional tickets and progressively larger fines in accordance with section 34 of the *Code of Conduct and Conflict of Interest Act*.

The Manager is “another authority” for the purposes of the *Offence and Law Enforcement Act* and is authorized to carry out the enforcement of this bullying and harassment policy.

Article 5.7 Where the Alleged Bully or Harasser is a Member of the Executive Council:

Complaints involving harassment by a member of Executive Council will be submitted to the Manager, who will deliver the complaint to the Chief. If the complaint relates to the Chief, it will be delivered to the Ha’wiih Council. Within this policy, the reference to “Chief” will be understood to mean Ha’wiih if the complaint references the Chief. The Manager will remain involved in the complaint as a liaison between the Chief and the employee while the complaint is being investigated.

The Chief will, within one day of receiving the complaint, send a copy of it to the alleged bully or harasser and encourage the alleged bully or harasser to prepare a written response to the complaint.

The Chief may retain a third party to conduct the investigation of the complaint.

Once the investigation process is completed, the individual conducting the investigation will then prepare a report of the investigation results summarizing their findings and deciding as to whether bullying or harassment occurred. The report will be provided to the Chief within five (5) days of the completion of the investigation

The Chief will review the report with Executive Council (absent the Councillor about whom the complaint was made) and within five (5) days will:

- a. Advise the alleged bully/harasser and the complainant of the report results, in writing; and
- b. Advise the complainant and the alleged bully/harasser in writing that appropriate action will be taken, as warranted.

Within 10 days of receiving the report, Executive Council will determine any appropriate corrective or disciplinary action. Executive Council will implement corrective or disciplinary action promptly

Article 5.8..... Right to File a Complaint:

This policy does not preclude an employee from filing a complaint of harassment under the *Canadian Human Rights Act* or making a bullying complaint with NWT Workers Safety.

SECTION H DISCIPLINE

ARTICLE 1 GENERAL PROVISIONS AND PROCEDURES

ADKFN adheres to a policy of progressive discipline, to ensure productivity and professionalism among staff, to ensure that staff are aware of the expectations on them and to afford employees the opportunity to change work habits, performance and conduct to meet employer expectations.

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While ADKFN follows a progressive discipline approach, the severity of discipline imposed will depend on the severity of the conduct and the employee's disciplinary history, as well as any aggravating and mitigating factors. In some circumstances, immediate dismissal may be warranted.

Prior to imposing any discipline, the Manager will schedule a meeting with the employee to conduct a disciplinary interview, where the employee will be given the opportunity to provide comments on or explain the employee's conduct or suspected conduct. If the employee does not attend the meeting, the Manager will make the disciplinary determination based on the information available.

ARTICLE 2 PROGRESSIVE DISCIPLINE

Discipline may constitute one or a combination of the following, depending on the circumstances:

Article 2.1 Verbal Reprimand

The Manager will arrange a private meeting with the employee to discuss the concern in confidence and to extend a verbal warning to the employee.

The employee will have the opportunity to provide feedback on the situation and issue(s) being discussed.

Manager will proceed with the following steps:

- Identify the unacceptable behavior/performance, which will include the problems or issues at hand, the duration and frequency of the problem and an explanation of why it is unacceptable.
- Clarify the expectations of the organization.
- Mutually discuss and agree on methods for improvement utilizing internal or external assistance if necessary, (such as EAP or Human Resources).
- Mutually set realistic timeframe and actions for change.

The dates of a verbal warning and the discussion will be documented and signed by both parties, with a copy placed in the employee's personnel file.

Article 2.2 Letter of Reprimand

The Manager or supervisor will arrange a private meeting with the employee.

The Manager or supervisor will proceed with the following steps:

- Identify the unacceptable behaviour/performance and explain why it is unacceptable.
- Clarify the expectations of the organization, provide details of the mutually agreed upon steps of first meeting, and discuss the severity of this second warning.
- Review methods for improvement and sources for assistance.
- Specify timeframes and actions for change.
- Provide clear notification that failure to comply with corrective action and maintenance of work performance will result in further disciplinary action, up to and including termination.

The dates of the written warning and the discussion will be documented and signed by both parties. A copy of the letter and the results of the discussion will be placed in the employee's personnel file.

Article 2.3 Dismissal

The Manager will meet privately with the employee and provide the employee with a written notification of termination. The employee will be asked to return any keys or passwords belonging to ADKFN immediately. The employee will be asked to leave the ADKFN premises immediately and will be asked to arrange a time with the Manager, after regular working hours, to return to the workplace to collect the employee's personal belongings.

SECTION I PERFORMANCE APPRAISAL PROCEDURES

ARTICLE 1 GENERAL PROVISIONS AND PROCEDURES

The Manager and/or Directors of band programs shall utilize and maintain a performance appraisal system with all employees to ensure ongoing productivity and quality staff performance and development.

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The performance appraisal process shall include a written assessment developed by the employer and/or program administrator on the employee's job performance, attitude, attendance, and general ability to perform her/his duties as outlines in the employee's job description.

Article 1.1 General Provisions and Procedures

Performance appraisals will be conducted upon expiration of the employee's probationary period and every year annually thereafter.

The performance appraisal assessment form will be conducted in two parts. The program administrator will complete the assessment on the employee and the employer will complete a self-assessment.

The performance appraisal will include a discussion to compare results between the employer and the employee. The appraisal results may be amended based on mutual consent, and further documented, because of the discussion.

Performance appraisals will be signed both by the administrator and employee.

One signed copy will be placed in the employee personnel file and one will be given to the employee.

In a situation where an employee disagrees with a rating set by the Manager and/or Coordinator, on any subject in the performance appraisal, she/he may provide written notice of objection with a rationale, which will be attached to the signed performance appraisal.

It is the responsibility of the Manager to schedule and conduct the performance appraisals within the scheduled timeframe. In the event the performance appraisals are not conducted in a timely manner, and no prior arrangements have been made between the employer and the employee, the employee may request the appraisal to be completed.

Depending on the outcome of the performance appraisal, the employer will take appropriate action steps to address and follow up with the issues outlined in the appraisal.

SECTION J TERMINATION OF EMPLOYMENT

ARTICLE 1 GENERAL PROVISIONS AND PROCEDURES

Upon termination of employment, the employee shall return to the office any keys, equipment, or other resources and materials belonging to the band or band organization prior to receiving their final pay cheque.

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Any remuneration owing to the employee shall be paid within five (5) working days of the effective date of termination, other than severance pay.

Employees shall compensate the Band any entitlement taken in excess.

All letters of resignation or termination shall be placed in the employees personnel file.

ARTICLE 2 LAY-OFF

A lay-off from work is considered a temporary dismissal from work. Employees may be laid off for reasons due to shortage of work or budgetary concerns.

In the event the position vacated at the time of layoff is reinstated at any time during the three-month period after the layoff, the program administrator shall offer the position back to the employee at the same rate of pay.

Should the employee refuse the offer or fail to respond within ten (10) days, the program administrator shall be free to fill the position through the recruitment process.

In the event the position vacated at the time of layoff is not reinstated after the three-month period, the lay-off shall be considered a termination, and the employee shall be paid any termination pay and severance pay to which they are entitled at that time.

All employees that are laid off cannot accrue any benefits or increment time credits during the time of lay-off

ARTICLE 3 STAFF RESIGNATION AND TRANSFERS

The Manager shall provide at least six (6) weeks' notice of resignation.

All Directors, professional, and senior technical and administrative employees shall provide at least four (4) weeks' notice of resignation.

All other employees shall provide at least two (2) weeks' notice of resignation.

Notices of resignation shall be in writing and provided to the employee's immediate supervisor.

A proper notice shall result in an employee resigning in good standing, which will be noted on the employee's personnel file.

Where a voluntary termination of employment exists and ADKFN has paid for professional development of an employee in the past twelve (12) months, the employer may deduct part, or all the monies paid on behalf of the employee from the last pay period, in accordance with the training agreement that all employees must sign before receiving their training.

An employee who terminates employment with the employer must, regardless of the reason, return to the employer any equipment or other property on the last day of work. If the equipment is not promptly returned, the employer may take steps to recover the cost of the equipment, in accordance with the terms of the written agreement that the employee signed when receiving the equipment.

An employee who intends to apply for a transfer from one position to another within a band organization must provide as much advance written notice as possible to the Manager on their intentions to apply for a transfer.

ARTICLE 4 NOTICE OF TERMINATION

An employee who has completed three (3) consecutive month of continuous employment shall, except where the termination is by way of dismissal for just cause, receive a two (2) weeks' notice in writing that their employment is being terminated, or two (2) weeks' wages in lieu of notice.

Employees on probation are not entitled to notice of termination.

All notices of termination shall either be hand delivered to the employee or sent by registered mail to the last known address of the employee.

ARTICLE 5 EXIT INTERVIEW

To assist in the development of a positive working environment, the Manager may ask a departing employee to participate in a confidential exit interview.

The exit interview will be conducted by the Manager and a summary of the interview will be placed in the employee's personnel file.

ARTICLE 6 DEATH OF AN EMPLOYEE

When death of an employee occurs, their employment shall be deemed to have been terminated on the day of death as outlined on the death certificate.

All payable monetary benefits shall be forwarded to their estate or beneficiaries.

SECTION K SEVERANCE PAY

ARTICLE 1 GENERAL PROVISIONS AND PROCEDURES

An employee who has completed twelve (12) consecutive months of continuous employment, except where the termination is by way of dismissal for just cause, is entitled to severance pay. Page | 43

All qualified employees shall be entitled to the greater of:

1. 5 days' pay; and
2. 2 days' pay for each year of continuous employment with ADKFN

The rate of severance pay will be based on the employee's latest effective rate of pay.

Severance pay will be paid out over the course of two years from the last day of employment.

Severance pay will apply to those laid off employees who have worked for twelve (12) months or more.

This severance policy shall apply to all programs and services.

SECTION L CONFLICT RESOLUTION

ARTICLE 1 GENERAL PROVISIONS AND PROCEDURES

ADKFN recognizes that legitimate differences of opinions and interests can and will occur in the workplace environment and are a part of the general dynamics of the workplace.

Conflict resolution addresses workplace problems, disputes, or issues either between employees or between employees and supervisors or administrators.

This conflict resolution policy incorporates both an informal and formal process. The value of an informal process is that it provides an opportunity for both parties to work in partnership to arrive at and agree upon a mutually acceptable resolution.

The following outlines the process designed to resolve work-related conflicts in a timely and professional manner and is based on the premise that all employees have a right to fair and respectful treatment by their co-workers, including supervisors and administration.

ARTICLE 2 INFORMAL PROCESS

All employees shall be responsible for discussing the problem, concern, or issue with the other concerned employee(s) in a resourceful and professional manner before taking any other action. This process allows staff members to use their own skills to resolve disagreements and/or conflicts creatively and resourcefully to arrive at a mutually accepted resolution.

If, after meeting with the individual, the complaint is not resolved, one or both parties may request a formal review, which relies on third parties (immediate supervisor, etc.) to determine solutions.

ARTICLE 3 FORMAL PROCESS

Article 3.1 Supervisor Review

In seeking formal problem resolution, the employee must submit the request in writing documenting details of the dispute and any attempts to resolve the conflict. If the dispute involves the supervisor, the employee must address the problem or issue with the next level of management.

The supervisor or higher-level manager will investigate the dispute, document the issue and steps taken and arrive at a recommended solution to the dispute. A written response shall be provided to the employee(s) within three weeks of the supervisor's receipt of the request.

Article 3.2 Human Resources Review

If either party believe the problem has not been resolved through the supervisor review, either employees may present the dispute to the human resource representative for the band.

The representative shall notify the other party that the dispute issue has been brought forth. The representative shall review all written documentation for the prior step and arrange for a formal meeting to facilitate discussion. The representative shall investigate the problem, write a report, and attempt to resolve the complaint.

Chief and Council shall be informed in which case, a joint decision shall be made.

A written response shall be provided to the employee(s) and supervisor within three weeks of receipt of the request. If additional time is required, in which case both parties shall be informed of the expected date of response.

SECTION M ONBOARDING

ARTICLE 1 ORIENTATION

The Chief and Council acknowledge that it is important for all new employees to feel welcome and secure as they approach a new job or position.

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An orientation shall be conducted by the Manager of which the following will be covered:

- An explanation of duties and responsibilities as outlined in job description along with any relevant timeframes associated with duties.
- An explanation of the staff personnel policy and handbook, if applicable.
- An explanation of payroll procedures and other relevant time-oriented financial procedures associated with timesheets, regular/monthly travel claims, travel authorization, etc.
- An introduction of the general working conditions and routines including dress codes, training, hours of work, coffee breaks, etc.
- An explanation of the organizational chart and an introduction to management, department heads, and co-workers.
- Instructions and demonstration of the use and location of relevant office equipment such as photocopy and fax machines, etc.
- An explanation of any other office procedures such as security, incidence reports, and mail distribution.
- Any other additional and relevant topics.

Orientation shall take place upon commencement of employment and may be carried out over a period of two or three days.

Orientation shall be accompanied by any staff handbooks, program policies, or administration forms (leave, travel claim, benefits) currently in effect.

Employees shall have the opportunity to discuss and resolve concerns during the orientation.

ARTICLE 2 PROBATIONARY PERIOD

The probationary period is an integral part and an extension of the employee selection process.

During the probationary period, the employee's immediate supervisor shall work in partnership with the new or promoted employee to achieve a desired and acceptable level of performance and determine if there is an appropriate fit between employer and employee.

All newly hired employees shall be subject to a six-month probationary period effective upon commencement of employment.

Employees may have their probationary period extended by the Manager for up to three (3) additional months, where the employee's performance is not at a satisfactory or acceptable level.

Where a newly hired employee does not meet the performance requirements of the position, during the probationary period, the employee's employment shall be terminated upon the approval of the Manager or Executive Council, as applicable.

An employee whose employment is terminated during the first three months of probation shall not receive any notice, pay in lieu of notice or severance pay. An employee whose employment is terminated after the first three months of probation but prior to the expiry of the probation period shall receive two weeks' notice or pay in lieu thereof and shall not be entitled to any further notice, pay in lieu of notice or severance pay.

Where a promoted employee does not meet the performance requirements of the new position during the probationary period, the employee will be reinstated in their former position at their former rate of pay.

Article 2.1.....General Provisions and Procedures

The probationary period is designed to benefit both the employee and employer. It provides the employer the opportunity to assess the employee's attitude and skills and ability to satisfactorily perform their duties according to the requirements of the position. It can also allow the employee adequate time for orientation and training and the opportunity to showcase their specific skills and abilities.

All new employees shall receive a written evaluation prior to the end of their probationary period. Where practicable, the employee shall be provided with reasonable notice of dissatisfaction of job performance prior to the written evaluation, at which time any concerns will be discussed with employee.

If the evaluation is satisfactory, the employee will be notified at the end of the six-month period that her/his employment status has been changed from "probationary employee" to "employee."

Should either the employee or the employer determines there is not a match between the probationary employee and the position, the employment relationship will be terminated.

Article 2.2.....Accumulation of Leave

For the duration of the probationary period, the employee shall not be allowed to take any form of leave but will accumulate annual leave at the appropriate rate.

ARTICLE 3 INTERNAL JOB TRANSFER

When a job position becomes vacant or in the case of a newly created position within the band office or band organization, the band or program administration may recommend that the position

be filled by an existing employee through means of a transfer to promote mobility of employment. Advertisements and postings will not be necessary for internal job transfers.

A job transfer may be a *lateral transfer*, which is an assigned move of an employee between positions with the same rate of pay. A job transfer may also be a *position transfer* of promotion or demotion, which may include a decrease or increase in duties and/or responsibilities.

When a job position becomes vacant within their organization, an employee may request to be transferred to the available position.

All new positions or transfers within a program must be communicated to organizational staff and to the Human Resource Manager for the central staffing file.

Article 3.1 General Provisions and Procedures

All employees who are hired in another position within the organization shall be placed on an informal probation for a shorter period to see if the new position is suitable.

At any time during the probationary period, and pending availability of position, the employee may request or may be asked to return to her/his original position.

Depending on the situation, the job transfer may affect salary and insurance benefit rates, such as EI and CPP.

An employee may apply for a period of up to one-year leave from their employment position pending position and funding availability.

The employee may apply for extended leave beyond the course of the one-year leave, not exceeding a total period of two years, if additional time is required, and which will be left to the discretion of the Manager and Chief and Council.

All documentation shall be placed in employee's personnel file.

ARTICLE 4 TRANSFERABILITY OF YEARS OF EMPLOYMENT

Article 4.1 General Provisions and Procedures

All employees shall receive a letter of transfer that indicates the changes in employment position, status and conditions.

A copy of all employee information transferring from one position to another shall be maintained in the employee personnel file.

ARTICLE 5 SALARY AND WAGES

All salary and wages shall be based on a pay structure or pay range starting with the minimum range and extending to the maximum pay allotted for a specific job or position within an assigned job classification.

It is the employer's policy to develop a wage and salary structure and administration program that provides for equal pay for work of an equal value and that is competitive with similar organizations including local and First Nation governments of a similar size. It is also the policy to recruit and retain qualified employees, and to reward employees' years of service and good performance.

The employer believes that working should lift you out of poverty not keep you in it. To this effect the employer has implemented a "Living wage policy" whereby the standards for minimum wage reflect the actual costs of living. The living wage shall be recalculated annually on April 1. No employee shall make less than the amount calculated for the Living Wage.

Article 5.1 General Provisions and Procedures

Salary increases shall be based on the employee's work performance, educational growth, and years of experience, and it shall be at the discretion of Chief and Council and Manager.

Annual increments shall be considered when funds are available.

Satisfactory work performance is expected of every employee and does not necessarily warrant a salary increase.

Article 5.2 Review and Approval of the Wages and Salaries

The employer shall review the Wage and Salary Administration Program, including the wage and salary structure, at least **every three (3) years**, with the first review prepared prior to April 1, 2020.

The Executive Council shall have the authority, upon recommendation of the Manager, to amend the Wage and Salary Administration Program, to include the Wage and Salary Structure, without notice.

The Manager shall have the responsibility for the development, review and administration of the Wage and Salary Administration Program set out in the HR Policy Regulation.

All employment positions shall have a specific wage or salary structure with a Minimum, Mid-point, and a Maximum.

The **minimum of the wage or salary structure** shall be the minimum wage or salary the employee can receive within the classification. New employees who have only the minimum qualifications will normally start at this level.

The **mid-point of the wage or salary structure** shall be the maximum wage or salary for a new employee who meets or exceeds the requirements and qualifications for the position. The mid-point shall be the recommended wage or salary level for an employee who started near the minimum of the wage or salary structure and now has five (5) years of continuous service within the position.

The **maximum of the wage or salary structure** shall be the maximum wage or salary the employee, after several years of continuous and satisfactory employment, can receive while employed within that position.

Article 5.3 Employee Wages and Salaries Policies

It is the employer's policy, where the budget permits, and employee performance warrants a wage or salary increase, to generally provide the employee with an annual wage or salary increase.

Pay increases will be performance based. Employees will create a Professional Development Plan with their manager or director by which pay increases will be assessed.

The Manager shall have the authority to approve all employee wage and salary increases and adjustments subject to the ADKFN Wage and Salary Administration Policy. Executive Council shall have the authority to approve a salary increase or adjustment for the Manager. This authority cannot be delegated.

Where an employee is demoted for just cause to a position classification with a lesser wage or salary structure, the employee shall have a rate of pay that is within the wage or salary structure of the new position.

The date of the demotion shall become the employee's new anniversary date for performance evaluations and wage reviews.

Where an employee is promoted to another position with a greater wage or salary structure, the employee shall have a rate of pay that is within the new wage or salary structure of the new position.

The date of reclassification shall become the employee's new anniversary date for performance evaluations and wage reviews.

Where an employee has been requested to temporarily (for more than five work days) assume the responsibilities of another position with a greater wage or salary structure, the employee's wage or salary level shall be temporarily adjusted to a wage or salary level within the structure of the temporary position and not less than the employee's current salary level.

Where it is determined that an employee will temporarily assume increased responsibilities of another position, the Director shall have the authority to approve the temporary increase in responsibility, except as defined below.

Where it is determined that an employee will temporarily assume responsibilities of their Director, the Manager will need to pre-authorize the temporary increased responsibility.

Where an employee achieves higher formal qualifications or education while in a position and where the qualifications or education are relevant to the requirements of the position, the Director may recommend to the Manager a wage or salary adjustment for the employee.

Upon termination of employment, employees shall receive full payment for accrued wages or salary, including regular pay, approved overtime pay, accrued vacation pay and any other monies owing by, or on, the next regularly scheduled pay period.

Article 5.4 Hours of Work

Employees shall work a work day and a work week as determined by the employer, which considers operational requirements, applicable legislation, fairness, and internal equity.

The normal hours of work for full-time employees shall be Monday through Friday, from 9:00 a.m. to 5:00 p.m., and seven and one-half (7.5) hours per day and thirty-seven and one-half (37.5) hours per week.

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Employees eligible for a meal period, shall be entitled to a one-half ($\frac{1}{2}$) hour paid meal period, normally to be taken daily from 12:00 p.m. to 12:30 p.m. or as approved in writing by the employee's immediate supervisor.

Employees' hours of work shall not exceed forty-eight (48) hours in a week, unless an averaging agreement is in place, or in the case of an emergency as determined by the employee's immediate supervisor.

Employees on field assignment may be required to work a flexible work schedule as determined by the employer.

Employees shall be entitled to two (2) fifteen (15) minute paid breaks per day, with the scheduling as determined in writing by their immediate supervisor.

The employer may set sign-in policies related to the tracking and monitoring of employee attendance.

**SECTION N
OCCUPATIONAL HEALTH AND SAFETY**

ARTICLE 1 GENERAL

The employer acknowledges the right of employees to work in a healthy and safe environment.

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The employer shall ensure the development and management of a safe and healthy workplace, with the Manager having overall responsibility for the development and management of the Health and Safety Program.

The employer's Occupational Health and Safety Program shall be developed and administered in accordance with Part II of the *Canada Labor Code*.

ARTICLE 2 SAFETY COMMITTEE

An Occupational Health and Safety Committee (OH & S Committee) shall be established, maintained and composed of at least two (2) non-managerial employees, and one manager/coordinator.

The OH & S Committee shall report to the Manager.

The OH & S Committee shall comply with and enforce all health and safety regulations and provisions within the *Canada Labor Code*, *NWT Workers Compensation Act*, and the provisions under W.H.M.I.S. (Workplace Hazardous Materials Information System).

Article 2.2 Responsibilities of the Safety Committee shall include

Meeting at least quarterly and during emergencies when required;

Ensuring that adequate records are maintained on work accidents, injuries, health hazards and complaints

Receiving and reviewing complaints relating to the safety and health of employees;

Participating in all inquiries and investigations concerning occupational health and safety

Requesting information from the employer identifying existing or potential hazards with respect to materials or equipment in the workplace

Providing recommendations to the employer on the requirements for health and safety equipment and supplies (i.e., first aid);

Conducting inspections and making recommendations for avoiding unsafe, hazardous or dangerous conditions

Providing recommendations on the training and education of employees on health and safety in the workplace

Assisting in the development of procedures to ensure employee safety and protection

Article 2.3.....Responsibilities of the Employee shall include:

Taking all reasonable and necessary precautions to ensure their own safety and health and that of anyone affected by their work;

Complying with employer instructions concerning safety and health

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Reporting any hazards and accidents in the workplace to their immediate supervisor

Using safety materials, equipment, devices and/or clothing either furnished by the employer or prescribed by a Regulation

Reviewing and acting on the recommendations of the OH & S Committee

Providing a safe and healthy work environment, including first aid and supplies, appropriate safety equipment and clothing, protective devices for machinery, tools and equipment, and the proper level of ventilation, lighting and noise.

Training and education of employees (i.e., hazardous materials, fire and emergency procedures and the safe operation of equipment and tools).

Developing a program to manage work place hazardous materials

SECTION O EMPLOYEE PERSONNEL RECORDS

ARTICLE 1 GENERAL

Appropriate personnel records shall be maintained for every employee. All information retained in the personnel record shall be the overall responsibility of the Manager.

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Appropriate personnel records shall be maintained for every employee. All information retained in the personnel record shall be the overall responsibility of the Manager.

The Employee Personnel File may contain specific employee information including, but not limited to:

- Letter of Application and Employment Resume
- Offer of Employment and the original Employment Agreement
- The original job description and any amendments to it
- Signed copy of the Oath of Confidentiality and Code of Conduct
- Declaration of Interest
- The employee's original TD1
- Timesheets and payroll records
- Copies of all T4's issued
- Documentation of Education and Training
- Employee Evaluation and Development Plans
- Letters of Discipline
- Letters of Employee Resignation
- Letters of Lay-off
- Letters of Appreciation and Promotion
- New Hire – Payroll Documents,
- Criminal Record Checks,
- Drivers Abstract,
- References
- Group Insurance Benefits and Pension Enrolments
- Letters of Wage/Salary Increases/Adjustments
- Approval of Requests for Leave
- Medical Certification Letters/Documents
- Workers Compensation Documents and Health and Safety Training
- Record of Possession of ADKFN Property
- Record of Employment (ROE)
- Such further records as may be related to the performance and payment of the employee

Personnel records shall be kept confidential and secure always.

Employees are entitled to review their file at any reasonable time during regular office hours. Employees can arrange to view their file by contacting the Human Resources Director/Band Manager and shall view their file in the presence of a designated employee. The request to review the file must be given in writing and provided forty-eight hours in advance.

An employee is entitled to make copies of documents on his/her personnel and payroll file at their expense under the supervision of the Human Resources Director and/or the division director.

Employee files are kept for a minimum of three (3) years after an employee terminates employment, in accordance with the *Canada Labor Code Regulations*.

An employee with a known medical condition may choose to provide relevant information to the employer in case of a medical emergency. This information is kept in a sealed envelope and can be opened only by emergency medical personnel, the designated Health and Safety employee or the Manager if the injured employee is unable to speak for himself/herself.

Personal employee information within the Personnel File shall not be released to anyone other than the employee's Director, the Manager, or the Human Resources Manager without the written consent of the employee, except where required by law or where required for human resource purposes, such as accessing a benefit for the employee.

It is the employee's responsibility to ensure that the personal information in their personnel file is accurate.

SECTION P
SMOKING WITHIN THE OFFICES AND VEHICLES

For the health, safety and well-being of all ADKFN employees, clients, visitors and other personnel, all ADKFN buildings, offices and vehicles are designated as Non-Smoking. In addition, smoking is prohibited within three (3) meters of all entranceways to the buildings of the employer. Employees shall be responsible for ensuring that clients and visitors comply with this policy

SECTION Q DRIVER'S LICENSE/OPERATOR CARD

An employee who is required to have a current Driver's License of a specific class, or a Certificate of Competency to perform their assigned duties and responsibilities, shall be required to maintain that certification and provide proof of the that certification to the Manager. An employee failing to maintain their required license or certification may be subject to the suspension or termination of their employment.

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An employee who loses his or her license or certification and who drives a motor vehicle or vessel as part of their assigned duties, must report that loss to the Manager as soon as possible after the loss occurs.

An employee may not operate a motor vehicle or vessel without the required license or certification

SECTION R PERSONAL VEHICLES USED FOR BUSINESS

An employee required to drive their personal vehicle in the performance of their assigned duties and responsibilities or for business travel, shall have the cost of the business insurance only reimbursed by the employer.

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An employee required to drive their personal vehicle for business purposes is required to purchase liability insurance with a value of at least \$2 million and supply the employer with proof of such coverage.

The employer will reimburse the employee for the incremental cost of the liability insurance required above and for the incremental cost imposed by having the vehicle insured for “business use” instead of “personal use”.

SECTION 5 WORK RELATED COMPUTER USAGE

This Policy is designed so that all employees understand what is expected of them with respect to the use of the employer's electronic communication system (email, internet, jump drives and all other computer usage).

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Employees are expected to use computer technology for business related purposes only. This would include a reasonable amount of social communication between employees using the email system. All email communication that is work related must occur through the Huu-ay-aht.org domain. All email communication must comply with other sections of this HR Policy and must not result in a reduction of work hours or distraction on the job.

When using computer technology, employees are expected to conduct themselves honestly and appropriately in accordance with iisak, and to respect the copyright, software licensing rules, property rights and privacy of others, just as they would in any other business dealings.

The employer reserves the right to monitor and log all computer technology usage. Employees should not have any expectation of privacy regarding their computer technology usage. Any monitoring done by the employer will only occur if the employer has reason to suspect that the employee has breached this Policy or if it appears that computer usage is resulting in a reduction in productivity on the part of the employee or in harm to the employer's computer network.

The display of any kind of offensive or sexually explicit image or document on the employer's computer system is a violation of the Harassment Policy and will result in the discipline of the employee who undertakes that display

The employer's computer resources must not be used to violate the laws and regulations of Canada or of the province. Use of any computer resources for illegal activity is grounds for immediately dismissal

Any file downloaded via the internet into the employer's network becomes the property of the employer. Any file that is downloaded must be scanned for viruses before it is run or accessed. All software must be downloaded by the employer's computer technologist

Employees must not, for any reason, share their email, network or related electronic communication passwords or security passwords with their colleagues. The misuse of other employee's user IDs and passwords will be cause for discipline. To protect password security, employees should log off when their computers are unattended and should periodically change their passwords

The internet shall in no way be used to complete any online purchasing transactions or ordering unless authorized in writing by the Manager or unless the transaction is performed by the Finance Department in the ordinary course of business or unless the department has an authorized account through the Finance Department. Only the Manager is authorized to approve or make such transactions

The employer's electronic communications system shall not be made available for use by third parties (including family members or the public) without prior authorization from the Manager

Every data storage device connected to or accessed by ADKFN computer, including MP3 players or iPod (referred to collectively as “Devices”) must be numbered or identifiable and assigned to one person’s responsibility. That person will be responsible for storing the Device securely during office hours and for storing it in a locked drawer or filing cabinet when the office is closed

The sharing of electronic information by employees is governed by the Policy on Confidential Information

Devices may not be taken from the employer’s premises without specific authorization from the Manager

Under no circumstances shall an employee be permitted to download employment information from a Device onto a home computer nor shall an employee send work related information via email to non-work-related addresses without the prior approval of the Manager

Personal Devices may not be connected to or accessed by the employer’s computers.

Any work-related issues of concern are to be discussed by employees with their direct supervisors, Directors or with the Manager with a view to remedying the issue rather than being posted on publicly accessible social media. Such discussions are prohibited because they would breach the duty of loyalty that all employees owe to their employer.

Mechanisms used to share information on the Internet, including Facebook, may be used for ADKFN business but only with the prior approval of the Manager and are to be conducted through the communications department.

Employees may not use any personal social media during working hours without the prior written approval of the Manager

SECTION T OFFICE ACCESS

Unauthorized persons are not permitted entry into the “employee only” office areas during work hours and into all facilities of the employer after office hours. The Manager shall designate an employee to be responsible for managing the distribution and return of building keys

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For safety and security reasons, employees are required to inform their immediate supervisor before entering the employer’s office after hours.

**SECTION U
EMPLOYEE ACKNOWLEDGEMENT**

My signature below indicates that I have received a copy of the ***ADKFN Human Resources Policies.***

I understand that this manual contains information regarding ADKFN's rules, regulations and benefits which affect me as an employee.

I acknowledge that I have read and understood the HR policies of ADKFN.

I also understand that ADKFN may revise, supplement or rescind policies, procedures or benefits described, with or without notice.

I acknowledge that a copy of this **Employee Acknowledgement** will be in my Employee File.

Signature _____ Date _____

Print Name _____

