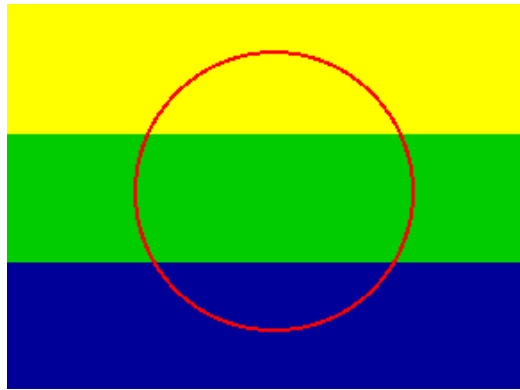


PERSONNEL AND ADMINISTRATION POLICY & PROCEDURES

PEGUIS FIRST NATION



Adopted: BCR 09/04/29

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SECTION A - PREAMBLE

ARTICLE 1 GOALS

Prior to European settlement in Canada, various forms of Indian Self Government have been practiced by Aboriginal First Nations. The Peguis First Nation Personnel Policy is based on the premise that Peguis First Nation is an independent First Nation community that recognizes their continued 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 this policy, acknowledgement and consideration for provincial 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 this policy 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 2 MISSION STATEMENT

Peguis is a landmark community, founded on the values of respect, honesty, equality, generosity, and openness. For as long as the sun shines the river flows and the grass grows, we will continue to strive to be a self-sustaining people and nation.

ARTICLE 3 OBJECTIVES

This policy is designed to be an active fundamental operating guide and communication tool to be used in planning, management, evaluating, organizing, and overall control.

This policy will serve as a guideline for effective decision-making and the development of standards that determine how an organization is governed.

This policy will provide directives for administration practices and controls to be observed and followed by all personnel.

This policy will ensure equality and consistency of processes, practices, and procedures, throughout all band organizations where and when applicable.

ARTICLE 4 TITLE AND APPLICATION

This policy will be entitled the Peguis First Nation Personnel Policy. This Personnel Policy Manual applies to all employees working with a Band organization, institution, or program of the Peguis First Nation Community.

This policy will serve as the umbrella policy for the Band as it focuses on the overall interests and commonalities present in all band organizations. However, in the development of this policy, it was acknowledged 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.

This manual supersedes all previous memoranda and statements as well as prior personnel policies and procedures. A master copy of the Peguis First Nation Personnel Policy manual will be maintained in the main band office and in every band program department.

ARTICLE 5 ACCOUNTABILITY

The Chief and Council of the Peguis First Nation shall be responsible and accountable for the overall enforcement of this policy. The program administrators and directors shall be responsible for the daily administration of this policy and ensuring that the regulatory procedures are enforced.

ARTICLE 6 DEFINITIONS

In this policy:

- (a) **Band** refers to Peguis First Nation Band.
- (b) **Chief and Council** refers to the Peguis First Nation leadership consisting of one Chief and four Councillors.
- (c) **Member(s) of Council** refers to the Chief or one or more of the four Band Councillors of Peguis First Nation.
- (d) **Program Administration** refers to the program directors and administrators of all Peguis band programs and services to which this policy applies.
- (e) **Motion** refers to a means of making a decision through a quorum at a meeting of issues requiring resolution.
- (f) **Community Member** refers to an individual whose name appears on the Peguis First Nation membership list.
- (g) **Immediate Family Member** refers to a spouse, common-law-spouse, child or legal or guardianship, mother, father, brother, sister, niece, and nephew.
- (h) **Extended Family Member** refers to uncle, aunt, grandmother, grandfather, mother-in-law, father-in-law, daughter-in-law, son-in-law, and cousin.
- (i) **Employer** refers to the Peguis First Nation Band.
- (j) **Employee** refers to an individual who is employed by the Band.
- (k) **Full time employee** refers to an individual who works 40 hours per week.
- (l) **Probationary Employee** refers to an individual who has been hired for a part-time, casual, or full-time position or who has been promoted to a position of higher pay and responsibility, and who has yet to complete the required probationary period of employment.
- (m) **Casual Employee** refers to an individual who is employed for 17 hours per week or less in a non-specific position for which no salary can be guaranteed beyond a specified date. Casual employee also refers to an individual who works on an on-call basis 16 hours per week or less for the relief of employees working in a specified position.

- (n) **Part-time Employee** refers to an individual who is employed between 17-40 hours per week in a specific position.
- (o) **Term Employee** refers to an individual who is hired or assigned to fill a specific position for a specific period of time.
- (p) **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 the band and the contractor.
- (q) **Service** refers to the duties and responsibilities undertaken through casual, part-time, term, or full-time paid employment through regular hours or shift work.
- (r) **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).
- (s) **Seniority** refers to the total accumulated months of casual, part-time, term, or full-time paid employment.
- (t) **Overtime** refers to time worked in excess of the regular scheduled hours of work.
- (u) **Just Cause** refers to, but is not limited to the following, wilful misconduct, theft, insubordination, neglect of duty, breach of confidentiality, and/or continued unsatisfactory performance of duties.
- (v) **Conflict of Interest** refers to, but is not limited to, a personal interest in any matter that is in direct conflict with the duties and responsibilities of an employee.
- (w) **Nepotism** refers to the preferential treatment of family members or other individuals by those employed or those with decision-making power.
- (x) **Leave of Absence** refers to a permitted absence from work by an employee, with or without pay.
- (y) **Dismissal** refers to a disciplinary action involving the cessation of services, with or without notice and/or benefits, as imposed for just cause.
- (z) **Suspension** refers to a disciplinary action involving short-term cessation of services imposed for just cause, with or without pay, for a period not normally exceeding thirty (30) days.
- (aa) **Lay-off** refers to the temporary dismissal of an employee from employment. Layoffs lasting more than (3) months may be deemed as termination of employment.
- (bb) **Severance Pay** refers to the greater of two days' wages to a maximum of 15 weeks or one week, based on regular hours of work for each completed year of continuous service.
- (cc) **Indictable Offence** refers to a serious offence that may be punishable through a period of incarceration.
- (dd) **Fiscal Year** refers to the period of time from April 1" of one year to March 31" of the following year.
- (ee) **Anniversary Year** refers to the period of time between an employee's start date to exactly one year from that date.
- (ff) **Personnel Selection Committee** refers to a committee established or appointed by the Chief and Council or Program Administration from time for purposes of recruiting and hiring employees.
- (gg) **Political Belief** refers to the belonging to or taking a side in politics and/or belief in the tenets of a political party as evidenced by (i) membership of or contribution to that party or (ii) open and active participation in the affairs of that party.
- (hh) **Religious Belief** refers to a set of beliefs, values, and practices which are grounded in spirituality and based on the convictions of God the Creator.
- (ii) **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.
- (jj) **Voluntary Termination** refers to the situation where an employee voluntarily terminates their own employment.
- (kk) **Involuntary Termination** refers to the situation where an employee is
 - (i) Temporarily laid-off (3 months or longer may be deemed as termination)
 - (ii) Indefinitely laid-off
 - (iii) Fired
- (ll) **Harassment refers** to any type of behaviour that intentionally demeans, humiliates, embarrasses, and/or intimidates an individual.
- (mm) **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.

SECTION B - BENEFITS

Article 1.1 Vacation Leave

The vacation year shall be April 1" to March 31" of each inclusive year.

Vacation leave shall apply to all full-time staff and shall incorporate the probationary period of an employee.

Part-time, casual, and term staff will be paid 4% upon termination of employment providing employee has vacation credits.

Article 1.2 Full-Time Staff

An employee shall earn 1 day per calendar month, after one to five years of employment which equals to 15 days (3 weeks) vacation per year.

An employee shall earn 1 2/3rd days per calendar month after six to ten years of employment, which equals to 20 days (4 weeks) vacation per year.

An employee shall earn 2 1/12th days per calendar month after eleventh to fifteen years of employment, which equals to 25 days (5 weeks) vacation per year.

An employee shall earn 2½ days per calendar month after sixteen years or more of employment, which equals to 30 days (6 weeks) vacation per year.

Article 1.3 General Provisions and Procedures

- (a) All vacation time will be granted upon the assurance of program administration that sufficient staffing is in place to carry out duties and responsibilities.
- (b) All vacation time will be granted and approved by the program administrator.
- (c) Employees will be entitled to one (1) week within the course of the first year, which will be applied to the first year's vacation entitlement.
- (d) An employee must provide a minimum of two weeks notice for vacation and must complete the appropriate forms for leave.
- (e) Should a statutory holiday fall 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.
- (f) Vacation entitlements will be used within the year in which it is earned. The program administrator may authorize the carryover of five (5) working days to the next vacation year. Requests for carryover must be made in writing to program administration by the employee at least one month prior to the start of the new fiscal year.
- (g) If at the end of a vacation year, an employee's entitlement to vacation includes a fractional entitlement of between one-half and one full day, the vacation entitlement will be approximated to one-half day of vacation leave.
- (h) Should an employee become ill during their scheduled vacation the employee will notify their employer and be granted sick leave if sick days are available. Vacation credit will be reinstated pending employee submits doctor's letter.
- (i) Before commencement of vacation, an employee must complete or designate any urgent job requirements with approval from the program administrator.

ARTICLE 2 SICK LEAVE

All full-time employees shall be granted paid sick leave at a rate of 1¼ days per month when the employee is unable to perform his/her duties due to illness or injury, provided the employee has the necessary sick leave credits.

Sick leave shall not extend beyond fifteen (15) days per fiscal year and shall lapse at the end of each year.

Article 2.1 General Provisions and Procedures

- (a) All sick leave will be granted and approved by program administration.
- (b) All employees must complete the appropriate forms for leave.
- (c) An employee who must be absent from work due to illness must make every effort to report to employer within the first hour of work, if possible.

- (d) Any absence from work due to illness for three (3) consecutive days or more must be supported by a medical certificate.
- (e) Once the fifteen days are exhausted, either short-term or long-term disability may come into effect. In this case, it will be the responsibility of the employee to apply for disability.
- (f) If employees are over the 15 sick days, annual days will be deducted at the discretion of the program administrator.
- (g) Employees who have accumulated sick days will not be allowed to use those days as leisure time off.
- (h) Accumulation of sick days will not be paid out upon termination of employment.
- (i) An employer 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 Personal Medical Leave

All full-time employees shall be granted paid leave of 1 day 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 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.

Leave for medical or family care shall not extend beyond two (2) days per fiscal year and shall lapse at the end of each year.

Article 3.3 General Provisions and Procedures

- (a) Medical leave will be granted and approved by the program administration.
- (b) An employee must complete the appropriate forms for leave.
- (c) A signed certificate is required upon return for personal medical leave and family related leave.
- (d) Employees who have unused medical/family leave will not be allowed to use those days as time off.
- (e) If employees are over the 3 medical days, annual days will be deducted at the discretion of the program administrator.
- (f) Accumulation of medical leave days will not be paid out upon termination of employment.

ARTICLE 4 MATERNITY LEAVE

An employee who has completed six months of continuous employment shall be entitled to a maximum of seventeen weeks unpaid maternity leave.

At the request of the employee, maternity leave may;

- (a) Commence at any time from 11 weeks prior to the specified date of delivery.
- (b) Require the leave without pay to start when duties cannot be reasonably performed or work is affected on account of pregnancy.

If the employee gives birth after her due date, she shall be entitled to an additional leave period equivalent to the number of days after the date that she gives birth.

Maternity leave may be extended to six (6) weeks if the birth mother is unable to return to work for complications related to the pregnancy.

Where an employee returns to work upon taking maternity leave, she 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 4.2 General Provisions and Procedures

- (a) All employees must complete the appropriate forms for leave.
- (b) All employees must provide a minimum of at least four (4) weeks notice when applying for maternity leave and two (2) weeks notice if returning to work prior to the six-week leave after giving birth.
- (c) Maternity leave will be granted and approved by program administration.
- (d) All employees must request one (1) week in advance for extension of maternity leave.
- (e) The employer is not required to maintain the employee's benefits while she is on leave.
- (f) The pregnancy or nursing employee may request modification or reassignment of duties if the health of her unborn/newborn child is put at risk because of her work functions.
- (g) While on maternity leave, the employee will not accumulate leaves such as sick or annual leave benefits.
- (h) An employer cannot lay-off, dismiss, discipline, or suspend an employee because she/he has applied for or taken maternity leave.
- (i) This policy may change to accommodate changes in provincial/federal legislation concerning maternity leave.

ARTICLE 5 PARENTAL LEAVE

A full-time employee who has completed six months of continuous employment shall be entitled to a maximum of 37 weeks of unpaid parental leave, which must be taken within the 52-week period after the child is born or comes into the employee's care.

Parental leave can be taken by an employee if she and/or he, becomes a natural or adoptive parent under provincial adoption laws.

Parental leave can be shared by two employees, mother and father or same sex partners) but the collective period of leave with respect to the same birth, shall not exceed 37 weeks, which includes the 2-week Employment Insurance (EI) waiting period. Only one employee shall be entitled to serve the two-week waiting period.

Where an employee returns to work upon taking parental leave, she/he shall return to the same position she/he held prior to the commencement of parental leave, without loss of seniority, wages, or benefits accrued to the commencement of parental leave.

Article 5.1 General Provisions and Procedures

- (a) Parental leave will be granted and approved by program administration.
- (b) All employees must complete the appropriate forms for leave.
- (c) All employees must provide a minimum of four (4) weeks notice when applying for parental leave. The employee's leave will be reduced by the number of days by which the required notice is overdue.
- (d) In the event an employee has already taken maternity leave and also chooses to take parental leave, she may be required to take parental leave immediately following the end of her maternity leave.
- (e) In the event that a child is placed under the employee's custody, care, and control (foster/grandchildren), the employee may require parental leave, which will be placed for review and consideration by program administration.
- (f) The employer is not required to maintain the employee's benefits while she/he is on leave.
- (g) The employee may end her or his parental leave early by giving the employer notice in writing at least two weeks before the date of return.
- (h) An employer cannot lay-off, dismiss, discipline, or suspend an employee because he/she has applied for or taken parental leave.
- (i) This policy may change to accommodate changes in provincial/federal legislation concerning parental leave.

ARTICLE 6 BEREAVEMENT LEAVE

All employees who have completed three (3) months of employment or more shall be granted up to **three (3)** days leave of absence with pay per fiscal year for bereavement leave in the event of a death within the immediate family, as defined in the definition and interpretation section. This includes funeral day and travel time.

Article 6.1 General Provisions and Procedures

- (a) Bereavement leave will be granted and approved by program administration.
- (b) All employees must complete the appropriate forms for leave.
- (c) Other requests will be considered with respect to a death of an extended family members residing in the same household.

ARTICLE 7 COMPASSIONATE/PALLIATIVE LEAVE

Compassionate care is available to all employees who need to provide active compassionate care or support of a terminally ill family member.

All employees who must be absent from work to provide care or support to a gravely ill family member with a significant risk of death within twenty-six (26) weeks shall be granted eight (8) weeks of unpaid leave.

The employee must present a medical certificate stating that their family member has a serious medical condition with a serious risk of death within twenty-six (26) weeks.

After expiration of the eight weeks, the employee is then eligible to apply for compassionate care benefits, as outlined in the Compassionate Care Benefits section of the Employment Insurance Act legislation, without penalty or loss of seniority to employment.

Article 7.1 General Provisions and Procedures

- (a) Compassionate leave will be granted and approved by program administration.
- (b) All employees must complete the appropriate forms for leave.
- (c) The employer may utilize other types of leave such as sick or annual leave to which the employee may already be entitled and combine this type of leave accordingly for compassionate care leave. When all leaves are exhausted, the compassionate care leave would come into effect.
- (d) All employees must provide a minimum of two (2) weeks notice, if possible, when applying for compassionate leave.
- (e) All employees must provide a minimum of forty-eight (48) hours notice of expected return to work.
- (f) This policy may change to accommodate changes in provincial/federal legislation concerning compassionate leave.

ARTICLE 8 EDUCATIONAL/PROFESSIONAL DEVELOPMENT LEAVE

Article 8.1 Education Leave

After three (3) consecutive years of employment an employee shall be eligible to apply for unpaid education leave of varying periods to attend a recognized training institution that directly relates to the employee's employment. Educational leave can be renewed at the employer's discretion or by mutual agreement.

If such leave is granted, the employee shall be committed to return to work for a minimum of time equal to that, which was granted for her/his education leave without penalty or loss of seniority to employment.

Article 8.2 Professional Development Leave

All full-time employees shall be eligible to apply for paid leave to attend a workshop, conference, or short-term training sessions that directly relates to the employee's employment.

Article 8.3 General Provisions and Procedures

- (a) Educational and Professional leave will be granted and approved by program administration.
- (b) All employees must complete the appropriate forms for leave.
- (c) All employees must provide a minimum of four (4) weeks notice when applying for educational or professional development leave, if possible.
- (d) All employees on educational leave will be eligible to apply for financial sponsorship through the local student education office.

ARTICLE 9 LEAVE FOR ELECTIONS

Article 9.1 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 granted leave with pay for two (2) consecutive hours to cast their vote prior to the closing time of the polls on polling day.

Article 9.2 Federal and Provincial Elections

All employees who are eligible to vote in an election shall be granted leave with pay for two (2) consecutive hours to cast their vote prior to the closing time of the polls on polling day.

Article 9.3 General Provisions and Procedures

- (a) If an employee is nominated and accepts the nomination for position of Chief or Councillor, that 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 the employee can take annual leave. If the employee takes leave without pay, regardless of the outcome of the election, that employer is not required to compensate pay lost.
- (b) If an employee is elected as Chief or Councillor of Peguis First Nation, the employee will then be required to resign her/his position, which shall become effective on the day that employee takes office.
- (c) For elections, employers may grant leave through a process of staggering employees, as necessary.

ARTICLE 10 LEAVE FOR PERSONAL DEVELOPMENT & THERAPY/EAP

In a situation where a full-time employee is unable to continue satisfactorily in the performance of his/her duties due to a work-related illness such as emotional stress or burnout, or addiction/dependency not covered by the Drug Policy, therapeutic leave of this nature will be considered on a discretionary, individual basis.

The circumstances of each individual will be considered whether it includes leave with pay, without pay, or a combination of both and shall be granted subject to the following conditions:

- (a) The employee must submit a letter from a medical physician, traditional/religious consultant, or psychologist verifying the employee's condition and recommended treatment.
- (b) The concerned entity/organization can financially accommodate the leave.

Article 10.2 General Provisions and Procedures

- (a) The employee is responsible to inform her/his employer of the problematic situation (addiction/dependency, or illness) that affects or has the potential to affect her/his performance at work.
- (b) The circumstances of leave will be granted and approved by program administration based on an appraisal of each individual request.
- (c) Where leave with pay is granted, the employee must cooperate in accepting and attending therapy or treatment.
- (d) If extension from work is required beyond the employer's treatment, and beyond the decision or ability of the employer to provide income, the employee will be responsible to apply for an alternate source of income, such as EI Benefits or Short-term Disability.
- (e) Leave for Personal Development and Therapy will be documented in the employee's personnel file.
- (f) Where an employee relapses after treatment, and/or requests continual leave, the employer may take the alternative of suspension or termination of employment.

ARTICLE 11 JUDICIAL LEAVE

All employees shall be eligible to apply for a 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.

Article 11.1 General Provisions and Procedures

- (a) To be considered for paid leave, employees will be required to submit receipt of payment for court services. If the employee is paid for court services, this amount will be deducted from the employee's salary.
- (b) All employees must complete the appropriate forms for leave.

ARTICLE 12 RELIGIOUS OR TRADITIONAL LEAVE

All full-time employees shall be eligible to apply for unpaid religious or traditional leave up to a maximum of three (3) days for the purpose of attending or participating in religious or traditional ceremonies or activities throughout a fiscal year. Any additional time required for religious or traditional leave shall be taken from an employee's annual leave entitlement. For the purpose of this policy, religious and traditional leave is based on the definition of religious or traditional beliefs.

Religious or traditional leave is cumulative and shall lapse at the end of each year.

Article 12.1 General Provisions and Procedures

- (a) Religious or traditional leave will be granted and approved by program administration.
- (b) All employees must complete the appropriate forms for leave.
- (c) All employees must provide the employer with at least two (2) weeks notice, if possible.
- (d) All employees must provide two weeks notice when applying for religious or traditional leave.

SECTION C - STATUTORY HOLIDAYS

A statutory holiday is defined as an official day off with pay for all employees who have worked 30 consecutive days or more.

All employees shall be entitled to the following holidays with pay:

| | |
|------------------|-----------------------------|
| New Year's Day | January 1 st |
| Good Friday | Friday before Easter Sunday |
| Victoria Day | Third Monday in May |
| Canada Day | July 1st |
| Labour Day | First Monday in September |
| Thanksgiving Day | Second Monday in October |
| Remembrance Day | November 11th |
| Christmas Day | December 25th |
| Boxing Day | December 26th |

Other Provincial and Aboriginal Statutory Holidays that are recognized by Peguis First Nation are listed below:

| | |
|---------------------------|-------------------------------------|
| Aboriginal Justice Day | |
| Louis Riel Day | 3 rd Monday in February |
| (JJ Harper Day) | Last Friday in February |
| Band Election Day | On or before March 25 th |
| Easter Monday | Monday after Easter Sunday |
| Aboriginal Solidarity Day | June 21st |
| Civic Holiday | 1st Monday in August |
| Aboriginal Veterans Day | November 8 th |

Peguis Offices will be closed between Christmas and New Years Day for Christmas break. Employees who are required to work during this period shall be granted time off at a later date.

Article 1.1 General Provisions and Procedures

- (a) If any of the above holidays fall on either a Saturday or Sunday, with the exception of Christmas break, the next consecutive working day will be considered the holiday unless the employer designates otherwise in writing.

- (b) When a statutory holiday falls within an employee's annual vacation, an alternate days leave of absence is granted at an agreed upon dates between the employer and employee.
- (c) Except in the case of an employee employed in a continuous operation or on shift work, an employee who is required to work on a Statutory Holiday to which the employee is entitled to, shall be entitled to time in lieu of double time and one half.
- (d) Within the first thirty days of employment, an employee is not entitled to pay for a Statutory Holiday if the employee does not work on that day.

- (e) If an employee is obligated to work on an Aboriginal Statutory Holiday in certain classes of employment, the employee may be granted time in lieu of one day off with pay at a later date. (i.e. essential services include Emergency, Senior Centre, and AI-Care, local businesses such Midway, Home Hardware, Family Foods & Gaming).
- (f) This policy may change to include any additional day as may be proclaimed by the Government of Canada or the Chief and Council.

SECTION D - HOURS OF WORK

The standard hours of work shall be maintained at eight (8) hours per day or forty (40) hours per week. The regular band office hours shall be maintained at 9:00 a.m. to 5:00 p.m.

All employees shall be entitled to one hour for lunch and two fifteen (15) minutes coffee or work breaks per day, which can be pro-rated, based on an eight (8) hour workday.

Article 1.1 General Provisions and Procedures

- (a) The employer may stipulate varying work and lunch hours in the job description of certain classes of employment, such as shift work, or those employees working in areas of essential/retail services.
- (b) The employer may schedule overtime hours when necessary to handle peak workloads.
- (c) This policy will be strictly adhered to. Failure to comply could result in pay deductions.

Article 1.2 Overtime Hours

All authorized work performed in excess of regular working hours shall be considered as overtime work.

All employees that are granted overtime shall be entitled to approve leave of absence in lieu of overtime earned, unless otherwise stipulated by the program/service, or business.

All employees shall earn one and half hours for every one hour of regular overtime earned on a statutory holiday.

Article 1.3 General Provisions and Procedures

- (a) All full-time employees who are required to work overtime shall be compensated when the overtime work is authorized in advance or mutually agreed upon by employer and employee.
- (b) All employees must record the purpose of work, and the start and completion times for overtime hours, which shall be recorded and kept in file.
- (c) Unauthorized overtime will not be approved by program administration, except in cases of urgency, which can be accounted for and approved immediately after overtime work is performed.
- (d) All employees must complete appropriate forms for leave.
- (e) Overtime hours are not transferable from one quarter-period to the next, unless otherwise stipulated in an agreement between employer and employee.
- (f) Overtime hours or banded time must be taken within three months of being earned. If the time is not taken within three months, the employer must pay the overtime wages at the overtime rate.

SECTION E - TRAVEL REGULATIONS

ARTICLE 1 TRAVEL RATES WITHIN PROVINCE

Each employee shall be subject to the following travel rates:

Article 1.1 Per Diem

Meals:

Breakfast \$ 15.35

Lunch \$ 18.50

Supper \$ 35.00

Mileage \$ 0.49 per kilometre

Article 1.2 Mileage to Winnipeg (per diem rates)

Day travel: \$ 196.00 (mileage)
+ \$ 14.60 (lunch)
= **\$210.60**

Overnight Travel: \$ 196.00 (mileage)
+\$ 209.95 (hotel& meals)
= **\$409.95**

ARTICLE 2 TRAVEL RATES OUTSIDE OF PROVINCE (PER DIEM RATE)

Each employee shall be given a per diem rate of **\$ 400.00** per full day for out of province travel, which is inclusive of meals and hotel.

Article 2.1 General Provisions and Procedures

- (a) All employees will be required to complete the appropriate forms for travel.

- (b) All travel must be approved by band management and/or program administration.
- (c) Basic amounts for incidental costs such as necessary car rentals and car parking fees will be considered for reimbursement upon submission of receipts to the employer.
- (d) All travel rates are subject to revision.

SECTION F - OFFICE CLOSURE

Other than for regular scheduled closures, the band, program, and service office shall close for the following reasons:

- (a) In the event of natural emergency, such as flood, fire, severe storms, and/or road closures.
- (b) In the event there is no heat, water, or power in the building or office.
- (c) In the event the office has been vandalized.
- (d) In the event of a funeral, all essential/vital services must remain open and all band program offices will also remain open, unless further authorized by Chief and Council.

ARTICLE 2 GENERAL PROVISIONS AND PROCEDURES

- (a) All employees must complete the appropriate leave forms to attend funerals.
- (b) In the cases of vandalism, office(s) will not re-open until a police investigation has taken place. Employees will be notified when they may return to work.
- (c) Other office closures will be based on the discretion and/or decision of Chief and Council.
- (d) The time of advance notice for office closure will vary depending on the situation or circumstances for closure.
- (e) In the event of an unforeseen closure, all regularly scheduled employees will receive regular pay during time of office closure.

SECTION G - PERFORMANCE REQUIREMENTS

ARTICLE 1 GENERAL

All employees are representative of the organization or program in which they work and are expected to work with diligence, care, and honesty.

All employees shall conduct themselves in a courteous, civil, and professional manner with respect to their organization's mission and philosophy, and perform their duties from within the standards set by their workplace.

ARTICLE 2 CONDUCT

- (a) All employees shall maintain confidentiality of information acquired at work that pertains to the personal, professional, and/or financial privacy of an employee, the organization, or the band. Information with respect to files must only be discussed with authorization of the program administration or appropriate individual(s).
- (b) 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.
- (c) All employees shall abide by the regular scheduled hours of their office. Consistent tardiness may result in suspension or termination of employment.

- (d) All employees shall conduct themselves in a respectable manner as set by the standards of the workplace.
- (e) All employees that are charged with a summary and/or criminal offence or are alleged to be involved in a criminal activity are required to inform their employer.
- (f) Any employee convicted of a criminal offence may be subject to dismissal based on the conduct and nature of the conviction and on the workplace requirements.

Article 2.2 General Provisions and Procedures

- (a) An oath of confidentiality shall be a requirement for employees in particular positions and areas of employment. Breach of confidentiality will be considered grounds for dismissal in any employment position.
- (b) Program administration may suspend or dismiss an employee if the conduct or actions of that employee is determined to be detrimental to band operations and/or business, or is viewed as deliberately hindering or discrediting the efforts of the workplace.

- (c) An employee who actively participates in political activities, of which the activities are proven disruptive, and which disrupts the band/program

mandate and/or efforts of the elected Chief and Council will be subject to insubordination, which can result in dismissal.

SECTION H - PERFORMANCE APPRAISAL PROCEDURES

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

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

- (a) Performance appraisals will be conducted upon expiration of the employee's probationary period and every year annually thereafter when the employee is placed on permanent status.
- (b) 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.
- (c) 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, as a result of the discussion.

- (d) 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.
- (e) In a situation where an employee disagrees with a particular rating set by the program administrator, 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.
- (f) It is the responsibility of the administrator 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.
- (g) 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 I - DISCIPLINE

ARTICLE 1 GENERAL

A process for disciplinary action was established to ensure productivity and professionalism among staff and to effect change in employee work habits and performance.

This process for disciplinary action shall take effect when employees are in violation of written policies and procedures, when employees continue to be in violation of written policies and procedures, or whose actions are harmful to the business and overall interests of the band organization.

ARTICLE 2 MINOR INFRACTIONS

The following outlines the progressive discipline process which is designed to discipline employees for **minor infractions and where automatic dismissal is not warranted**. This system of corrective action provides the employee with the opportunity to correct their mistakes and improve their standards of performance. The minor infractions or forms of unacceptable behaviour may include, but are not limited to, the following:

- (a) Consistent tardiness.
- (b) Poor work performance.
- (c) General misconduct including poor attendance, personal behaviour, and disrespect towards fellow employees, administration, or the public.
- (d) Unauthorized absence from position without cause.

ARTICLE 3 VERBAL REPRIMAND (FIRST WARNING)

The program administrator or supervisor will arrange a private meeting with the employee to discuss the concern in confidence and to extend a verbal (first) warning to the employee. The employee will have the opportunity to provide feedback on the situation and issue(s) being discussed. The program administrator or supervisor will proceed with the following steps:

- (a) Identify the unacceptable behaviour/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.
- (b) Clarify the expectations of the organization.
- (c) Mutually discuss and agree on methods for improvement utilizing internal or external assistance if necessary, (such as EAP or Human Resources).
- (d) Mutually set realistic timeframe and actions for change.
- (e) The dates of the verbal (first) warning and the discussion will be documented and signed by both parties.
- (f) Place a copy in employee's file.

ARTICLE 4 LETTER OF REPRIMAND (SECOND WARNING)

The program administrator or supervisor will arrange a private meeting with the employee if there is no improvement in the employee's behaviour/performance, if there is a breach of agreement as previously recorded, or if a more serious infraction occurs after the first warning. The administrator or supervisor will proceed with the following steps:

- (a) Identify the unacceptable behaviour/performance and explain why it is unacceptable.
- (b) 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.
- (c) Review methods for improvement and sources for assistance.
- (d) Specify timeframes and actions for change.
- (e) Provide clear notification that failure to comply with corrective action and maintenance of work performance will result in suspension and/or further disciplinary action, such as being placed on probation, or loss of seniority.
- (f) The dates of the written (second) warning and the discussion will be documented and signed by both parties.
- (g) Provide written notice to the employee and place a copy in the employee's file.

ARTICLE 5 SUSPENSION (THIRD AND FINAL WARNING)

- (a) If the employee continues to breach the agreement, the employee may be placed on suspension for a period of up to thirty (30) days without pay. The length of suspension will depend on the seriousness of the infraction at the discretion of the administrator. The employee may be placed on disciplinary probation upon return to work.
- (b) The program administrator or supervisor will arrange a private meeting with the employee to explain circumstances surrounding the suspension. A letter of suspension signed by the employer will be given to the employee at the meeting that entails the following: Identified reasons for the suspension.
- (c) Specified date that the suspension will begin and end.
- (d) Repercussions if the behaviour continues when employee returns to work (i.e. Re-assignment or termination of job).
- (e) Place a copy in employee's file.

In the event a meeting is not possible, the letter of suspension will be hand delivered to the employee or sent by registered mail.

ARTICLE 6 DISMISSAL

An employee will be subjected to dismissal, as a last step to the progressive discipline process and will be considered only when employee fails to respond to the preceding disciplinary measures.

ARTICLE 7 AUTOMATIC DISMISSAL

An employee will be subjected to automatic dismissal, through *just cause*, in the case where serious and/or **major infractions** have taken place. Progressive disciplinary measures will not be implemented in such cases and the employee will be dismissed with or without written warnings.

Automatic dismissal will include but not be limited to the following situations of serious misconduct and/or major infractions:

- (a) Theft, fraud, and/or falsification of records.
- (b) Wilful destruction of band property.
- (c) Endangered the safety of fellow employees through incompetence or negligence.
- (d) Physical violence while on duty.
- (e) Use of non-prescription drugs and/or alcohol while on duty.
- (f) Conviction of an indictable offence or criminal charges that adversely affect job.
- (g) Criminal activity or conduct prejudicial to the band and/or band operations.
- (h) Non-compliance of just and lawful instruction/direction from supervisor on an important or critical matter.
- (i) Serious breach of confidentiality.
- (j) Unauthorized absences in excess of three days or abandonment of job.
- (k) Complete refusal to perform duties as outlined in job description.

ARTICLE 8 GENERAL PROVISIONS AND PROCEDURES

- (a) The Chief and Council and/or program administration may suspend or dismiss an employee with or without any preceding verbal or written warning. The seriousness of the concern will determine the level of action taken.
- (b) The Chief and Council and/or program administration shall determine the term of suspension with or without pay.
- (c) All notices of termination will require a letter to employee that states the reason for termination and the effective date of the termination, along with copies of written documents. The letter will either be hand-delivered or sent through registered mail.
- (d) If an employee is suspended without pay or dismissed, the employee may appeal the decision through the appeal process.
- (e) If an employee is found to be wrongfully suspended without pay or dismissed without pay, he/she will be reimbursed for pay lost.
- (f) An employee who is dismissed for just cause will not be entitled to receive notice of termination or payment for years of service. (I.e. no payment in lieu of notice or severance pay.)
- (g) All correspondence will be placed in employee's file.

SECTION J - HARASSMENT, DISCRIMINATION AND WORKPLACE VIOLENCE

ARTICLE 1 GENERAL

Peguis First Nation 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 2 GENERAL PROVISIONS AND PROCEDURES

- (a) If an employee believes she/he is being harassed or discriminated against by another employee, as in the case of minor incidence(s) and where possible, they are responsible to tell the individual they are not comfortable with the behaviour and ask that it be stopped immediately.
- (b) If the harassment continues, or if the employee is unable to deal with the individual directly, they should report it immediately to their immediate supervisor or program administrator.
- (c) If an employee believes she/he is being harassed or discriminated against by their employer/superior, she/he should report it to the organization's Board of Directors or Chief and Council.
- (d) If an employee believes she/he is being harassed or discriminated against by Chief and Council they may take their concern to the Appeal Board for conflict resolution, who may in turn, seek assistance from the Canada Labour Board.
- (e) The program administrator will work to resolve such concerns in an objective, fair, and confidential manner by determining what, where, when and why the incident(s) occurred, who was present, and what may have facilitated the incident, in order to determine the most appropriate disciplinary measures to be taken.
- (f) All incident reports must be placed on file.
- (g) The disciplinary action taken will be determined by the nature and severity of harassment/discrimination that occurred.
- (h) Individuals who commit such acts may be removed from the premises and may be subject to disciplinary action, criminal penalties, or both.

ARTICLE 3 SEXUAL HARASSMENT POLICY

Part III of the Canada Labour Code on Labour Standards refers to the employee's right to employment free from sexual harassment and requires employers to take positive action to prevent sexual harassment in the workplace.

The Peguis First Nation Chief and Council and Band Program Administration will make every reasonable effort to ensure that no employee is subjected to any form of sexual harassment.

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.

Article 3.1 General Provisions and Procedures

- (a) If an individual believes she/he is being sexually harassed, and where possible, as in the case of inappropriate comments, they should tell the individual they are not comfortable with the behaviour and ask that it be stopped immediately.
- (b) The individual being victimized should inform the program administrator and complete an incident report form, which will be placed on file.
- (c) The program administration will take disciplinary measures depending on the nature and severity of the incident, as deemed appropriate, against any employee who subjects another employee to sexual harassment.
- (d) If the sexual harassment continues, or if the employee is unable to deal with the individual directly, they should again report it immediately to the administrator/program supervisor, who will take the appropriate disciplinary measures, as necessary.
- (e) The employer will hold all information in strict confidence and will not disclose the name of the complainant, except where disclosure is necessary for an investigation.
- (f) In the case of sexual harassment accusations, the individual in question may make an appeal within two weeks using the appeal measures outlined in this policy.
- (g) All program management and supervisors will inform all band employees of the provisions of discriminatory practices under the Canadian Human Rights Act pertaining to rights of individuals to seek redress under that Act in respect of sexual harassment allegations.

ARTICLE 4 WORKPLACE VIOLENCE

Violence in the workplace refers to any action, incident or behaviour that departs from reasonable conduct in which an individual is assaulted, threatened, and/or injured in the course of, or as a direct result of, her/his work.

Workplace violence is deemed as "violence or the threat of violence against workers", which can occur at or outside the workplace and can range from threats and verbal abuse to physical assaults and homicide.

For the purpose of this policy, the following two sectors of workplace violence will be addressed:

Internal Workplace Violence - is that which takes place between all workers, managers, and supervisors.

External Workplace Violence - is that which takes place between all workers, managers, and supervisors, and any other individual present at or outside of the workplace such as those described below:

- (a) Non-employees targeting particular employees for personal reasons (domestic violence that spills into the workplace).
- (b) Non-employees who have personal grudges against employees or the organization (clients, patients, former employees, etc.).
- (c) Disturbed individuals with no apparent connection to the organization.
- (d) Criminals pursuing illegal objectives.

Article 4.2 General Provisions and Procedures

- (a) 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.

- (b) Any individual(s) 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 Council Band Council Resolution (B.C.R.), until an assessment and/or investigation of the situation has taken place by program administration and human resource personnel, in consultation with legal authorities.
- (c) Pending the outcome of the investigation, the Chief and Council 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 the laying of criminal charges.
- (d) All employees who have applied for or obtained a protective or restraining order against another individual(s) must provide a copy of the petition, granted restraining order, or band bylaw to their employer for protective purposes of all employees. Information will be held in strict confidence within office parameters.

SECTION K - RECRUITMENT AND HIRING

ARTICLE 1 GENERAL

The recruitment and hiring process for any program is of critical importance and the process of carefully screening, interviewing, and selection can sometimes become quite tedious. The Peguis First Nation does not discriminate in its recruitment and hiring policy, which concerns race, national or ethnic origin, color, religion, age, sex, marital status, family status, political beliefs, economic status, disability, pardoned conviction, or sexual orientation.

Article 1.1 Band Membership

In cases of candidates with equal merit, as determined by the selection committee, Peguis band members shall be given first preference.

Article 1.2 Other Applicants

When applicable and as determined by the selection committee, other First Nation candidates shall be given preferences over other applicants.

ARTICLE 2 RECRUITMENT AND SELECTION PROCESS

Article 2.1 Advertise for Position

The program administrators shall oversee the recruitment of new employees and the advertising of positions for their program areas. All job advertisements must be forwarded to the human resource office to be reviewed and placed on file. Job openings shall then be posted locally, on the Peguis website, and advertised in the appropriate newspapers or media, when applicable. All positions shall be posted for a minimum of two weeks unless there is a time constraint. All advertisements shall state that all suitable, qualified Peguis candidates shall be given first preference.

Article 2.2 Screen and Interview (Job Selection Committee)

A selection committee consisting of a Chief and Council representative (or senior manager), human resource representative, program administration/supervisor, committee/board member, and a community/elder representative shall be established for hiring of band employees. The personnel selection committee shall be responsible to; establish pre-set selection criteria for the appointed position, review and screen applications against this pre-set criteria, develop interview questions, interview all qualified applicants using a rating scale, conduct reference checks for information verification on top three candidates, and provide the name of the recommended candidate to Chief and Council for final approval.

Article 2.3 Offer of Employment

When the selection has been made, the selection committee shall develop the proposed terms and conditions to be included in an official letter of offer, which will include; the job title employment classification (i.e. full-time, part-time), name of immediate supervisor, salary and benefits, official start date and end date if applicable, and probationary period. The Human Resource Manager will make the official offer to the successful candidate. The candidate shall be given a period of one week to respond to the job offer, if an immediate response is not required.

Article 2.4 Employment Agreement

Once the job offer is accepted, the new employees shall sign an employment agreement that outlines the employment conditions included in the letter of offer and other terms and conditions of employment that may include; undergoing a criminal records check, child abuse registry check, drug testing, or signing an oath of confidentiality and code of conduct before commencing employment. The employment agreement will have attached the job description, which must be signed and dated by both employee and employer. A personnel file will be established for all new employees. This file will contain all current and on-going employment and employment-related documentation.

ARTICLE 3 GENERAL PROVISIONS AND PROCEDURES

- (a) An application shall consist of a completed application or resume with a cover letter.
- (b) Failure to respond or accept the letter and/or conditions of offer within the designated time shall render the offer null and void. In this case where the parties are unable to reach an agreement, the program administrator shall have the option of selecting an alternate candidate from the remaining applicants or repeating the recruitment process. All unsuccessful candidates shall be notified, in writing, as soon as possible after the successful candidate accepts employment.
- (c) In the event that a selection committee member is an immediate relative of an applicant, the committee member will not participate in the recruitment and hiring process for that applicant.
- (d) The selection committee members may change as necessary and members may be rotated annually.
- (e) In the event of seasonal labour positions, internal transfers, and contract work, the process for recruitment and selection may differ.

ARTICLE 4 ORIENTATION

The Peguis 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. An orientation shall, therefore be provided by the employee's immediate supervisor and/or other relevant personnel, of which the following will be covered:

- (a) An explanation of duties and responsibilities as outlined in job description along with any relevant timeframes associated with duties.

- (b) An explanation of the staff personnel policy and handbook, if applicable.
- (c) An explanation of payroll procedures and other relevant time-oriented financial procedures associated with timesheets, regular/monthly travel claims, travel authorization, etc.
- (d) An introduction of the general working conditions and routines including dress codes, training, hours of work, coffee breaks, etc.
- (e) An explanation of the organizational chart and an introduction to management, department heads, and co-workers.
- (f) Instructions and demonstration of the use and location of relevant office equipment such as photocopy and fax machines, etc.
- (g) An explanation of any other office procedures such as security, incidence reports, and mail distribution.

ARTICLE 5 GENERAL PROVISIONS AND PROCEDURES

- (a) Orientation shall take place upon commencement of employment and may be carried out over a period of two or three days.
- (b) Orientation shall be accompanied by any staff handbooks, program policies, or administration forms (leave, travel claim, benefits) currently in effect.
- (c) Employees shall have the opportunity to discuss and resolve concerns during the course of the orientation.

ARTICLE 6 PROBATIONARY PERIOD

All newly hired employees shall be subject to a six-month probationary period effective upon commencement of employment. 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 at the end of their probationary period. The employee shall be provided with reasonable notice any dissatisfaction of job performance prior to the written evaluation, at which time any concerns will be discussed with employee.

Article 6.1 General Provisions and Procedures

- (a) The program administrator may extend the probationary period an additional three months based on job evaluation. The employee shall then be re-evaluated at the nine-month period and this evaluation will determine continued employment.
- (b) Should termination occur, the employee shall be provided with written notice.
- (c) 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.

- (d) 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."
- (e) Should either the employee or the employer determine there is not a match between the probationary employee and the position, the employment relationship will be terminated?
- (f) Information shall be placed accordingly in the employee's personnel file.

ARTICLE 7 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.

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 7.1 General Provisions and Procedures

- (a) Once a request for a transfer has been made by either employer or employee, the subsections (iii-iv) under Recruitment and Selection shall apply.
- (b) All employees who are hired in another position within the organization shall be placed on probation for a six-month period and subject to the probationary conditions.
- (c) At any time during the transitory period, and pending availability of position, the employee may request or may be asked to return to her/his original position.
- (d) Depending on the situation, the job transfer may affect salary and insurance benefit rates, such as EI and CPP.
- (e) Advertisements and postings will not be necessary for internal job transfers.
- (f) 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 program administrator and Chief and Council.
- (g) All documentation shall be placed in employee's personnel file.

ARTICLE 8 JOB CLASSIFICATION

Article 8.1 General Provisions and Procedures

- (a) The program administrator shall be responsible for the development of a job description for each position under her/his authority.
- (b) All employees shall be paid through annual salary, or on an hourly basis or wage depending on their classification.
- (c) The terms of employment for Part-time, Casual, or Term employees may be extended or amended in writing with an approved commencement and end date.
- (d) If it is determined that a change in job classification is required, the program administrator shall assign a new classification and appropriate salary or wage for that position.
- (e) In a situation where an employee is given increased responsibilities but remain in the appointed classified position, the program administrator shall review changes in duties and responsibilities and rate of pay to determine if changes are significant enough to warrant adjustment in job position level and rate of pay. This may occur through the request of the employee.

ARTICLE 9 TRANSFERABILITY OF YEARS OF EMPLOYMENT

When transferring from one position to another within the band, all employees shall be paid out severance pay in accordance to the severance policy contained in this policy document.

Article 9.1 General Provisions and Procedures

- (a) All employees shall receive a letter of transfer that indicates the changes in employment position, status and conditions.
- (b) A copy of all employee information transferring from one position to another shall be maintained in the employee personnel file.

ARTICLE 10 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.

Starting salary shall be determined on a point factor system within this range, which shall allow the program administrator to assign points or weights to employment factors. (Note: This is currently being developed).

Article 10.1 General Provisions and Procedures

- (a) All starting and on-going salary and wage allocations must meet with program budgets.
- (b) 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 program administration.
- (c) Annual increments shall be considered when funds are available.

(d) Satisfactory work performance is expected of every employee and does not necessarily warrant a salary

increase

SECTION L - TERMINATION OF EMPLOYMENT

ARTICLE 1 GENERAL

In addition to employment termination *for just cause*, termination of employment may be voluntary or involuntary and it occurs for various reasons. Termination of employment may either be employee or employer-directed and it may occur as a result of unforeseen or unplanned circumstances. Termination may also be planned as a result of circumstances surrounding the employee, the organization, and/or the position itself.

The decision to terminate employment shall be made by the Chief and Council, as recommended by the program administrator, in consultation with the respective Board of Directors.

ARTICLE 2 LAY-OFF (SHORTAGE OF WORK OR BUDGET LIMITATIONS)

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 subsequent to 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.

ARTICLE 3 STAFF RESIGNATION AND TRANSFERS

An employee who chooses to resign from their employment must provide a minimum of two (2) weeks written notice to the program administrator.

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 program administrator on their intentions to apply for a transfer.

ARTICLE 4 NOTICE OF TERMINATION

- (a) All employees employed for three (3) months or more shall receive a written two week notice for termination of employment, except in the following:
 - (i) An employee is hired for a defined term or for a specific task as in a contract or short-term employment of twelve (12) months or less, as in seasonal work, and this obligation has expired.
 - (ii) An employee is only temporarily laid off.
 - (iii) An employee is given automatic dismissal with just cause.
 - (iv) An employee has refused alternate work; or
 - (v) Employment is terminated during the probationary period.
- (b) In the event of a lay-off, the program administrator will provide the employee with as much advance notice as possible. No pay-in-lieu will be given to the employee if this advance notice is not within the two-week period prior to lay-off.
- (c) All employees that are laid off cannot accrue any benefits or increment time credits during the time of lay-off.
- (d) 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.
- (e) All employees voluntarily leaving employment are required to provide their employer with a letter of resignation at least two weeks in advance of the last day of intended employment.
- (f) 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.
- (g) 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.
- (h) All letters of resignation or termination shall be placed in the employees personnel file.

SECTION M - DEATH OF AN EMPLOYEE

When death of an employee occurs, her/his 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 her/his estate or beneficiaries.

SECTION N - SEVERANCE PAY

Severance is defined as the severing or ending of the employee/employer relationship. Severance pay consists of payment to an employee who has been employed for twelve (12) consecutive months or more.

All qualified employees shall receive severance pay at the rate of one (1) week per year to a maximum of fifteen (15) weeks for each year of continuous service when their employment ends, with the exception of those employees whose employment has been terminated for reasons of just cause.

ARTICLE 1 General Provisions and Procedures

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

- (b) Severance pay will be paid to the employee's estate in the event of death of the employee.
- (c) Severance pay will be paid out over the course of two years from the last day of employment.
- (d) Severance pay will apply to those laid off employees who have worked for 12 months or more; and whose lay-off employment has extended beyond the three month lay-off period and become permanent.
- (e) This severance policy shall apply to all band programs and services

SECTION O - CONFLICT RESOLUTION

ARTICLE 1 GENERAL

Peguis 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

- (a) 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.
- (b) If, after meeting with the individual, the complaint is not resolved, one or both of the 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.

Article 3.3 Appeal Process

The employee retains the right to appeal the decisions made by joint decision of Chief and Council and human resources.

SECTION P - APPEAL PROCESS

On occasion, employment-related disagreements or differences of opinion may occur between the employer and employee. In such cases, an Appeal Board appointed by the Chief and Council will be established for which the following will apply:

- (a) All employees retain the right to appeal the decision(s) made through the formal conflict resolution procedures outlined in this policy. Should either party of the dispute disagree with the final decision, this party shall make a written request for a meeting with the Appeal Board to discuss the details of their dispute within ten (10) days from the date of the decision made by Chief and Council/Human Resources on said dispute.
- (b) All employees bound by the contents, intent, and application of this policy, and whom has a disagreement and/or dispute with respect to the contents, intent, and application of this policy shall make a written request to their program manager to address this disagreement and/or dispute before the Chief and Council within ten (10) days of making their grievance.

Article 1.2 General Provisions and Procedures

- (a) Written appeals must be filed within two weeks of decision.
- (b) In the event where there are unresolved issues between employees, the Appeal Board shall meet within seven (7) working days after receipt of the formal letter of appeal. Within a further seven (7) working days, they will contact the other party concerned, review the details of the concerned dispute and render a final decision.
- (c) In the event the employee has a disagreement and/or dispute with respect to the contents, intent, and application of this policy, the Appeal Board shall meet within seven (7) working days after receipt of formal letter of appeal. Within a further seven (7) working days, they will contact the concerned employee, review the details of the concerned dispute and render a final decision.
- (d) Formal notice of the final decision will be hand-delivered to the concerned employee or parties in writing, signed by Appeal Board Chairperson and Chief and Council.