



KITIGAN ZIBI ANISHINABEG

# **HUMAN RESOURCES POLICY**

**Indeterminate Employees**

May 31, 2017



## **PREAMBLE**

The Kitigan Zibi Anishinabeg Band Council is committed to providing a safe, healthy, respectful and harmonious working environment which fully abides by all applicable laws of the workplace.

Every employee will be expected to share these commitments and to work prudently and diligently to further the goals, objectives and aims of the Kitigan Zibi Anishinabeg.

## **Vision Statement**

The Kitigan Zibi Anishinabeg through its peoples shall strive to achieve a balanced society where every member has an equal opportunity to fulfill their individual potential, in a safe, sustainable environment on traditional lands, where the spiritual, cultural, physical and mental well being can be achieved and where the basic human needs can be attained.



# TABLE OF CONTENTS

|  |          |
|--|----------|
| <b>TERMS &amp; DEFINITIONS .....</b>   | <b>1</b> |
| <b>1.0 APPLICATION.....</b>  | <b>2</b> |
| 1.1 Effective Date .....   | 2        |
| 1.2 Amendments .....   | 2        |
| <b>2.0 EMPLOYEE WORK CODE OF ETHICS AND PROFESSIONAL CONDUCT .....</b>       | <b>2</b> |
| <b>3.0 EMPLOYMENT STATUS.....</b>  | <b>3</b> |
| 3.1 Indeterminate Employees.....   | 3        |
| 3.2 Fixed-term Employees.....  | 3        |
| 3.3 Full-time Employees .....  | 3        |
| 3.4 Part-time Employees .....  | 3        |
| 3.5 Casual Employees .....   | 4        |
| 3.6 Renewable Term Contract Workers .....                                    | 4        |
| 3.7 Consultants and Individuals working as a result of Proposals (RFP) ..... | 4        |
| 3.8 Benefits .....   | 4        |
| 3.9 Registered Pension Plan.....   | 4        |
| 3.10 Secondment .....  | 5        |
| <b>4.0 PROBATIONARY PERIOD.....</b>  | <b>5</b> |
| <b>5.0 HOURS OF WORK .....</b>   | <b>6</b> |
| 5.1 Meal Breaks .....  | 6        |
| 5.2 Paid Breaks .....  | 8        |
| 5.3 Averaging of Hours of Work .....   | 8        |
| 5.4 Essential Services .....   | 8        |
| 5.5 Compressed Work Week – Summer Hours .....                                | 8        |
| <b>6.0 TRAVELLING OUTSIDE OF WORK HOURS.....</b>                             | <b>8</b> |
| Business Travel .....  | 9        |
| <b>7.0 PERSONAL VISITS/ACCOMPANIMENT/SOCIAL NETWORKING .....</b>             | <b>9</b> |
| 7.1 Social Networking in and out of the Workplace.....                       | 9        |

|             |  |           |
|-------------|--|-----------|
| <b>8.0</b>  | <b>REMUNERATION .....</b>  | <b>9</b>  |
| <b>9.0</b>  | <b>SALARY PAYMENT .....</b>  | <b>10</b> |
| 9.1         | Salary Advances .....  | 10        |
| 9.2         | Salary calculations for Employees on Continuous Operations or Averaging System ..... | 10        |
| <b>10.0</b> | <b>OVERTIME .....</b>  | <b>10</b> |
| 10.1        | Overtime Pay.....  | 10        |
| 10.2        | Employees on an Averaging System or Continuous operations and Overtime.....          | 10        |
| 10.3        | Overtime for Service Directors .....   | 11        |
| 10.4        | Reporting Pay.....   | 11        |
| 10.5        | Establishing a Time Bank for Overtime .....  | 11        |
| <b>11.0</b> | <b>GENERAL HOLIDAYS.....</b>   | <b>12</b> |
| 11.1        | General Holiday on a Non-Working Day.....  | 13        |
| 11.2        | Holiday Pay.....   | 13        |
| 11.3        | Work on a General Holiday.....   | 14        |
| 11.4        | Employees in a Continuous Operation .....  | 14        |
| <b>12.0</b> | <b>LEAVE.....</b>  | <b>14</b> |
| 12.1        | Vacation Leave .....   | 15        |
| 12.2        | Sick Leave - Accumulation of Paid Sick Leave Credits .....                           | 16        |
| 12.3        | Use of Paid Sick Leave Credits .....   | 16        |
| 12.4        | Employment Related Illness or Injury Leave .....                                     | 18        |
| 12.5        | Obligations of the Employee .....  | 18        |
| 12.6        | Compensation and Return to Work .....  | 18        |
| 12.7        | Temporary Work, Re-Assignment & Accommodation .....                                  | 19        |
| 12.8        | Marriage.....  | 19        |
| 12.9        | Birth or Adoption.....   | 19        |
| 12.10       | Maternity/Parental or Adoption Leave .....   | 19        |
| 12.11       | Compassionate Care Leave .....   | 20        |
| 12.12       | Bereavement Leave.....   | 20        |
| 12.13       | Unpaid Leave Other Than Educational Leave .....                                      | 21        |
| 12.14       | Civic Duties .....   | 21        |
| 12.15       | Training, Professional Development and Educational Leave .....                       | 22        |
| 12.16       | Work-related Leave.....  | 22        |
| 12.17       | Leave for Band Council- related Business.....  | 23        |
| 12.18       | Exceptional Circumstance/ Temporary Closure of Operations .....                      | 23        |

|             |   |           |
|-------------|---|-----------|
| <b>13.0</b> | <b>CONFLICT OF INTEREST.....</b>  | <b>23</b> |
| 13.1        | Special Treatment.....  | 24        |
| 13.2        | Receiving Gifts or Fees .....   | 24        |
| 13.3        | Personal Business during Working Hours.....   | 24        |
| 13.4        | Outside Work or Business Activities .....   | 24        |
| 13.5        | Political Activity.....   | 24        |
| <b>14.0</b> | <b>INTELLECTUAL PROPERTY .....</b>  | <b>25</b> |
| <b>15.0</b> | <b>EMPLOYER COMPUTERS, COMPUTER NETWORK &amp; ELECTRONIC MESSAGING.....</b>         | <b>25</b> |
| 15.1        | Prohibited Uses .....   | 25        |
| 15.2        | Property Rights & Expectation of Privacy .....                                      | 26        |
| 15.3        | System Security and Protection of Confidential Information Protocol - General ..... | 27        |
| 15.4        | Passwords .....   | 27        |
| <b>16.0</b> | <b>HARASSMENT AND RESPECT IN THE WORKPLACE .....</b>                                | <b>27</b> |
| <b>17.0</b> | <b>DISCIPLINARY AND ADMINISTRATIVE MEASURES .....</b>                               | <b>27</b> |
| 17.1        | Disciplinary Measures.....  | 27        |
| 17.2        | Verbal Reprimand .....  | 29        |
| 17.3        | Written Reprimand.....  | 30        |
| 17.4        | Suspension without Pay.....   | 30        |
| 17.5        | Dismissal for Just Cause.....   | 30        |
| 17.6        | Duties and Responsibilities of Management.....                                      | 30        |
| 17.7        | Administrative Measures .....   | 31        |
| <b>18.0</b> | <b>REASONABLE ACCOMMODATION .....</b>   | <b>31</b> |
| <b>19.0</b> | <b>CONFIDENTIAL INFORMATION .....</b>   | <b>32</b> |
| <b>20.0</b> | <b>TERMINATION OF EMPLOYMENT.....</b>   | <b>33</b> |
| 20.1        | Retirement.....   | 33        |
| 20.2        | Layoff .....  | 34        |
| 20.3        | Resignation and Lateral Transfers .....   | 34        |
| 20.4        | Termination of Employment Procedures.....   | 34        |
| 20.5        | Abandonment of Position .....   | 35        |
| 20.6        | Dismissal .....   | 35        |

|             |   |           |
|-------------|---|-----------|
| 20.7        | Dismissal for Just Cause .....  | 35        |
| 20.8        | Administrative Dismissal.....   | 35        |
| 20.9        | Death.....  | 35        |
| 20.10       | Severance Pay.....  | 36        |
| 20.11       | Notice of Termination of Employment and Indemnity in Lieu Thereof ..... | 37        |
| <b>21.0</b> | <b>DRESS GUIDELINES .....</b>   | <b>38</b> |
| 21.1        | Acceptable Casual Attire .....  | 38        |
| 21.2        | Office Display and Professional Appearance .....                        | 39        |
| <b>22.0</b> | <b>SMOKE-FREE WORK ENVIRONMENT .....</b>                                | <b>39</b> |
| <b>23.0</b> | <b>EMPLOYEE RECORDS .....</b>   | <b>40</b> |
| 23.1        | Personnel File .....  | 40        |
| 23.2        | Leave and Overtime File.....  | 40        |
| 23.3        | Payroll File.....   | 40        |
| 23.4        | Other Files.....  | 41        |
| 23.5        | Access to Employee Files .....  | 41        |
| <b>24.0</b> | <b>HOME-CARE/RESIDENTIAL SERVICES .....</b>                             | <b>41</b> |
| <b>25.0</b> | <b>APPEAL PROCEDURE .....</b>   | <b>42</b> |



## TERMS & DEFINITIONS

For the purpose of this Human Resource Policy and its appendices:

|                                 |   |
|---------------------------------|---|
| <b>Band Council</b>             | Duly elected Kitigan Zibi Anishinabeg Band Council  |
| <b>Employee</b>                 | A person employed by the employer. Employees are classified as indeterminate or term contract on a full time or part time basis.  |
| <b>Employer</b>                 | Kitigan Zibi Anishinabeg  |
| <b>Current Immediate Family</b> | <ul style="list-style-type: none"><li>▪ Spouse or common law partner</li><li>▪ Parent/ step-parent</li><li>▪ Child/step-child</li><li>▪ Sibling</li><li>▪ Grandparent, Grandchild</li><li>▪ Uncle/ Aunt</li><li>▪ Niece/Nephew</li><li>▪ Father-in-law, Mother-in-law, brother/sister-in-law, son/daughter-in-law</li><li>▪ Or a person living in the same household or raised in the same household for over one continuous year and considered to be part of the family</li></ul> |
| <b>Management</b>               | A Service Director  |
| <b>Policy</b>                   | This Human Resource Policy and its appendices.  |
| <b>Seniority</b>                | Related to an Employee's Years of Consecutive Service to the Employee   |
| <b>Service Director</b>         | Director of any one of the Employer's Service Sectors   |
| <b>Service Sectors</b>          | <ol style="list-style-type: none"><li>1. Kitigan Zibi Police Sector</li><li>2. Kitigan Zibi Education Sector;</li><li>3. Kitigan Zibi Health and Social Services Sector;</li><li>4. Kitigan Zibi Community Services Sector; or</li><li>5. Any other entity designated as such by the Band Council</li></ol>   |
| <b>Spouse/Common Law spouse</b> | Means a person who is cohabiting with an individual in a conjugal or common law relationship; having so cohabited for a period of at least one year.  |
| <b>Supervisor</b>               | Any person who has been assigned supervisory responsibilities for the work performance of another person or group of people.  |

## **1.0 APPLICATION**

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This Policy is the expression of the Kitigan Zibi Anishinabeg Band Council and applies to all indeterminate employees and is subject to reservations regarding certain classes of employees expressed herein. In the case of fixed-term employees, there is a separate Human Resource Policy that governs the work conditions of these employees as well as stipulations written in employment contract(s).

The Service Directors are mandated by the Band Council to ensure the implementation and adherence of all policies with respect to all employees under their authority. The authority generally exercised by management with respect to employees is, in the case of a Service Director, delegated authority of the Band Council. For purposes of clarification, interpretation of this Policy is provided by the Human Resources Coordinator and decided by the Band Council.

Where a mandatory provision of the Canada Labour Code or other applicable legislation provides standards which exceed those of the Policy, the mandatory provision shall prevail. Where circumstances or situations occur not covered in this policy the Canada Labour Code shall apply.

The Employer abides by the provisions of the Canadian Human Rights Act (R.S., 1985, c.H-6) and the principles set out in the Personal Information and Protection of Electronic Documents Act (2000, c. 5).

This Policy does not discriminate between the genders and, unless dictated by context or explicit mention, use of the masculine equally designates women and men.

Please note some employees are subject and protected by grandfather clauses.

### **1.1 Effective Date**

This policy super cedes all previous employment and human resources directives, policies and guidelines. This policy also super cedes all former appeal guidelines referencing appeal procedures for employment. This Policy takes effect on May 31, 2017 as approved by Band Council via Resolution number 25.

### **1.2 Amendments**

Service Directors may directly forward to the Human Resource Coordinator any proposed amendments to this policy no later than December 31st of each year. Any modification or amendment to this Policy is subject to the approval of the Band Council by Resolution.

Amendments that require immediate action, change in operations or decisions to be affected must be in the form of a Band Council Resolution and then posted on the website as a formal "Notice of Amendment". Amendments that are formally adopted will then be included in the next formal printed policy. Interpretation or clarification of this policy is provided by the Human Resources Coordinator and decided by the Kitigan Zibi Band Council.

## **2.0 EMPLOYEE WORK CODE OF ETHICS AND PROFESSIONAL CONDUCT**

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All employees must adhere to and sign the Kitigan Zibi Anishinabeg Employee Work Code of Ethics (Appendix 1). Service Directors are responsible to ensure that the Employee Work Code of Ethics is clearly understood and signed by all employees upon hiring. A copy of this signed document will be kept in the personnel file. Any employee refusing to sign the KZA Work Code of Ethics will be deemed to not have fulfilled the requirements of the employer as per this section, and will therefore not be put on the payroll.

All employees of the Kitigan Zibi Anishinabeg are valued members of the community, work force and professional image of all sectors. It is the employer's intent to ensure that those hired to represent the Kitigan Zibi Anishinabeg exhibit a professional appearance and behaviour to the public. An employee has a duty to display loyalty to their employer in the public according to the Canadian Labour Laws.

It is the goal and objective of the employer to provide quality services and programming to the public we serve. In that process employees must be trustworthy, convey confidentiality and integrity at all times.

### 3.0 EMPLOYMENT STATUS

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The Kitigan Zibi Anishinabeg employs people on an indeterminate or fixed-term basis. Upon the written recommendation of the Service Director, and subject to Band Council approval, newly created or vacant positions shall be designated as indeterminate or fixed-term. Changes in employment status from full time to part time; or indeterminate to term contract; or term to indeterminate e require the approval of the Band Council. Term Contract positions that become renewable or indeterminate must be posted.

All employees shall be registered with payroll as of the first day of work and be subject to all applicable payroll deductions. Employees should not commence or undertake any function until appropriate employment documentation and term contracts are completed. There are no exceptions. Payment into mandatory employment related costs (mercs) is mandatory. Payment into the retirement purchase plan is optional but requires the completion of an application form.

|                      |   |
|----------------------|---|
| <b>Indeterminate</b> | no specified end date   |
| <b>Fixed-term</b>    | specified period not renewable                                    |
| <b>Full time</b>     | 20 hours or more and can be indeterminate or a specified period   |
| <b>Part-time</b>     | less than 20 hours and can be indeterminate or a specified period |
| <b>Casual</b>        | (maximum of 400 hours in a specific position) Not renewable       |

All employees shall be registered with payroll as of the first day of work and be subject to all applicable payroll deductions. Employees should not commence or undertake any function until appropriate employment documentation is completed. There are no exceptions. Payment into employee benefits and employment related costs is mandatory see section 3.8

#### 3.1 Indeterminate Employees

Indeterminate employees are hired with a start date but no end date. Employees that work annually have a work stoppage at a later date are considered to be indeterminate. Those employees who: are hired to replace, substitute, work to fulfill short term human resources needs due to projects, illness or various leave are not indeterminate employees.

#### 3.2 Fixed-term Employees

Refer to the Human Resources Policy for Term-Contract Employees.

#### 3.3 Full-time Employees

Full-time employees are employees (indeterminate- term or fixed term) hired to work twenty (20) hours or more per week.

#### 3.4 Part-time Employees

Part-time employees are employees (indeterminate, term or fixed-term) hired to work less than twenty (20) hours per week.

Part-time or fixed-term employees may be recalled on an annual basis (depending on funding availability). However, there is no obligation for the employer to recall any term contract employee. Term contract employees who return each year shall follow the recruiting procedures in 4.3.

### **3.5 Casual Employees**

Casual employees are hired to work a maximum of 400 hours in a specific position. This category of employee is not eligible for benefits normally granted (pension, group insurance, sick leave) to the employees of KZA. Casual Employees are paid vacation pay. Unless specified and advertised as a renewable term contract, employees who are hired for “Projects” are considered to be casual employees.

### **3.6 Renewable Term Contract Workers**

Renewable term contract workers are hired to work in the same position 400 hours or more in one fiscal year with the expectation of recall. This category of employee is not eligible for pension. This category of employee is eligible for one 7-hour day per month that can accumulate as sick leave for the duration of the renewable contract. Unused sick leave is not payable.

### **3.7 Consultants and Individuals working as a result of Proposals (RFP)**

Consultants are individuals whose professional services are retained to perform specific work during a specified period of time and within clearly specified terms and conditions. These individuals are not employees and have no employee benefits. They must invoice KZA for the work performed according to the terms, conditions and specifications of the written contract prior to the work being performed. Payment for services rendered will only be made if the services and/or goods have been judged fully satisfactory by a designated officer.

The Band Council Chief and individual Council members hired to perform Band Council duties are classified as Elected Officials and are not protected under this policy. Band Councilors who are already employed with the KZA in another capacity other than Council duties are considered employees.

### **3.8 Benefits**

Indeterminate employees are entitled to accumulate vacation and sick leave credits. It is mandatory to contribute to the group insurance plan and participate in the registered pension plan and other benefits determined by the Band Council. Participation in any employee benefit plan is subject to the completion of any service requirements and other terms of their group insurance and registered pension plans.

Unless exempt, employee contributions are mandatory for: group insurance, pension plan, Employment Insurance (E.I), CSST, Quebec Parental Insurance Plan (Q.P.I.P.), and in some cases the Quebec Pension Plan (QPP).

Employee benefits, including group insurance and the registered pension plan, may be modified from time to time by Band Council, through a Band Council Resolution.

Indeterminate Employees must be working a minimum of 45 consecutive weeks a year to be eligible for group insurance and are required to pay into employee benefits during work stoppages.

An employee is entitled to benefits for the first 30 months during a leave of absence providing said employee continues to pay for them.

### **3.9 Registered Pension Plan**

Subject to the terms and conditions of the registered pension plan, all new employees deemed eligible by the employer to participate in the registered pension plan are required to participate. Premiums, contributions, and benefit calculations are all determined by the Pension Plan Administrators.

### **3.10 Secondment**

All secondments (internal and external) are subject to written approval from the Band Council. Secondments requested from an external agency will only be considered in rare and special cases which will directly benefit the Kitigan Zibi Anishinabeg.

To ensure continuity in the delivery of services and programs, along with sound management and supervision, employees may be replaced by existing colleagues when absent from the office. When an employee replaces a colleague it is an “acting appointment”. Acting appointments shall not exceed twenty-four (24) months. Acting appointments can occur between administrative sectors and require the approval of Band Council for any appointments exceeding thirty 30 days.

#### ***Internal Secondment***

An internal secondment is when an employee from one sector is transferred to another sector to perform work or duties of another employee who is absent due to illness/death or has vacated his or her position. The position must be deemed vacant for more than 30 consecutive working days. The maximum duration of an internal secondment is 90 consecutive working days.

An employee seconded to another position will continue to receive their current salary, or higher when applicable. The employee will not be expected to perform their current duties while on secondment. It is a Service Director’s responsibility to ensure that if one of their employees is seconded to another sector that provisions are made to ensure that operations continue and the position and work held by the employee that is seconded is done.

## **4.0 PROBATIONARY PERIOD**

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An employee who has been hired as an indeterminate-term employee will be assessed by his immediate supervisor throughout a minimum probationary period of six (6) months or as per the terms listed in the letter of offer; commencing on his start date. During the probationary period a minimum of three (3) meetings must take place between the immediate supervisor and the employee. These meetings should be documented in writing and kept in the personnel file. A probationary period also applies for any employee who leaves one position for another position within the band administration (different from the current position). As a result, once an employee leaves one position for another, that employee cannot return to his/her former position if they do not pass the probationary period and are subsequently terminated or quit.

### **4.1**

Probationary periods can be extended to one (1) year less a day should the Service Director determine and demonstrate that there is a justified need. Probationary periods for Teachers/Classroom Assistants/ Attendants will not exceed the school year.

### **4.2**

The probationary period should be documented with copies forwarded to the employee’s personnel file. The Service Director shall ensure that the employee affected is made aware of the performance requiring improvement by predetermined deadlines.

At the end of the probationary period, the Service Director shall:

- a. confirm in writing to the employee the successful completion of the probationary period; or
- b. confirm in writing the decision to extend the probationary period. Under no circumstances can the probationary period exceed 12 months less a day;
- c. provide two weeks written notice of termination or indemnity in lieu of equal pay to employees who did not pass the probationary period.

- d. In the case of an employee changing positions in the same or another sector with the Kitigan Zibi Anishinabeg, what is required by the Canada Labour Code.
- e. In all cases, the Service Director shall inform the employee of his decision in writing. Based on the written recommendation of the Service Director, the decision to dismiss the employee must be approved by the Band Council who is the legal employer.

## **5.0 HOURS OF WORK**

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Normal working hours may vary according to the position and may include shift work, evenings, weekends, general holidays or special working hours and schedules; as deemed necessary by management. Work conditions may change from work place to work place and are conducive to the occupation. While working, employees are expected to perform tasks assigned to them in their job description. For teachers, this includes attending occasional school events outside of the normal school hours (e.g. Christmas concert, report card night, staff meetings, etc.)

Shift workers shall have their shift schedules posted at their regular place of work in a visible location accessible by all shift workers. Such schedules shall clearly state the start time and end time of their shift for each work day. Shift schedules may be changed without prior notification. Shifts are not to be determined by the supervisor and must be approved by the Service Director.

### **5.1 Meal Breaks**

Employees cannot change, exchange or delay the time of their scheduled meal breaks on their own accord. Any change in daily schedules must be preauthorized by the Service Director and/or immediate Supervisor.

### **5.1.1**

All employees working more than five (5) consecutive hours are entitled to a one (1)-hour unpaid meal period, with the exception of Teachers, Classroom Assistants, Classroom Attendants, Cooks—See clarification below

### **5.1.2**

Meal breaks cannot be accumulated daily or weekly.

### **5.1.3**

Employees cannot leave early because of a shortened break or no meal break was taken without prior approval from the Service Director.

### **5.1.4**

Teachers, Classroom Assistants, Classroom Attendants and Cooks shall take their meal break after five (5) consecutive hours of work.

### **5.1.5**

Where an employee is required to work during a meal break, the break is considered “time worked”. If the employer requires by the employee to remain on site due to the nature of the duties performed then the employee is entitled to overtime.

Teachers on supervision duty during their lunch hour can take a 15 minute break (e.g. eat, use the washroom, etc.)

### **5.1.6**

Teachers, Classroom Assistants and Classroom Attendants are entitled to meal breaks as scheduled which are normally fifty (50) minutes. Any work done by an employee during this fifty (50) minutes is considered overtime.

### **5.1.7**

If an employee volunteers during their scheduled meal break or voluntarily chooses not to take a meal break, this is not considered to be time worked.

### **5.1.8**

In the case of employees working with a vulnerable population such as children and/or the elderly, client ratios must be maintained. An employee should not leave children unattended at any time or leave another worker below ratio. In the event that the employee is faced with this situation, the supervisor will grant him/her a lunch period as soon as possible. As per Canadian law employees are entitled to a lunch period each day. Client ratios are determined by the Service Director.

### **5.1.9**

Employees, who are required to work during their regular meal or other breaks as a result of activities or working with children, will be given a lunch period prior to or at the end of the activity as determined by the Employer.

## **5.2 Paid Breaks**

### **5.2.1**

All employees (with the exception of Teachers, Classroom Assistants, Classroom and other Attendants , Wazoson, Odekan and Kiweda workers) shall be entitled to two (2) fifteen (15) minute paid breaks per shift as scheduled. The first break shall be taken in the morning and the second during the afternoon, normally at the same time every day.

### **5.2.2**

Breaks must be taken on the premises and before 3:00 p.m. each day for day shift workers and once before supper and once after supper for night shift workers.

### **5.2.3**

Breaks cannot be accumulated daily or weekly.

### **5.2.4**

Employees cannot leave early because no breaks were taken on a given day.

### **5.2.5**

Teachers, Classroom Assistants, Classroom Attendants, Wazoson, Odekan and Kiweda workers are entitled to breaks as scheduled and approved by the immediate supervisor.

## **5.3 Averaging of Hours of Work**

Averaging of hours of work may be applicable where the nature of the work necessitates irregular distribution of hours of work in a day or a week. In these cases, the hours of work in a week are calculated as an average for a period of two weeks.

The Service Director determines which positions are subject to an averaging of hours of work.

Due to the nature of certain work, essential services and continuous operations may be on an averaging work schedule.

## **5.4 Essential Services**

Employees providing essential services may be required to report to work outside their normal work hours. The Service Director(s) determines which employees are classified as “necessary” to provide essential services. In cases of an emergency, any employee deemed essential for resolving the emergency may be required to report to work at the request of management. However, the employee will be compensated for overtime worked in excess of his normal work schedule. As per the policies in Section 10 (overtime).

## **5.6 Compressed Work Week – Summer Hours**

To accommodate for summer hours during the summer months, a schedule for extended hours will be developed by the Community Services Sector for all Sectors.

## **5.7 Overnight Outings**

When employees are supervisors for trips where there is an overnight component, the hours from 12am to 6am will not be compensated. If an incident occurs during those hours that requires the employees attention, once the incident is documented the time spent attending to the matter will be compensated.

## **6.0 TRAVELLING OUTSIDE OF WORK HOURS**



## **Business Travel**

Employees who are mandated/approved to travel by management shall do so during normal work hours. In exceptional circumstances, employees may be authorized to travel after normal working hours or weekends, in which case they will be granted overtime as per section 10.0. Travel on a general holiday may be limited or denied by the Service Director (due to the cost of payment of overtime to travel on a general holiday). See Travel Policy which is a separate document.

## **7.0 PERSONAL VISITS/ACCOMPANIMENT/SOCIAL NETWORKING**

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Unless preauthorized by the Service Director; employees should not receive personal visitors at their workplace, nor should they bring family and friends (including children) to work with them. Employees should gather in the staff room and should avoid loitering in the reception area.

Repeated socializing in the work place is viewed as not working and will result in the employee being reprimanded and the time spent doing so taken from leave or in the case of term contract employee's nonpayment for periods not working.

Employees are prohibited from using internet, or cell phones, or social networking software such as Facebook/twitter for the purposes of social networking and non work related purposes. (Refer to Section 7.1)

### **7.1 Social Networking in and out of the Workplace**

It is prohibited to use social media at any time that can compromise: the integrity, professionalism, and confidentiality of the employee and or the integrity of the organization.

The use of social networking sights and the internet is considered public domain. As a result, employees will not use social network sites or any other form of communication for the purposes of slander, defamatory expression or lateral violence.

Social Networking websites are legally considered not to be a private forum when open to other employees and the community at large. Comments and other content shared on Facebook and any other social media is public. An employee has a duty to display loyalty to their employer in the public according to Canadian Labour Laws. Comments made in relation to employment by indeterminate and term contract employees in any sector is not acceptable and warrants a disciplinary measure. Employees are responsible for the content of what is being said in the communication mechanism.

## **8.0 REMUNERATION**

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The Band Council maintains salary scales for all employees. These scales may be revised and adjusted by the Band Council, taking into consideration the availability of funds, the cost of living and the remuneration trends in the regional and national workplace. Salary scales revisions, if applicable, will take place annually and will be effective on April 1st of each year.

The Service Directors shall recommend and justify, in writing, to Band Council any change to salary scales or salary adjustment for any given employee or employee group. Affected employees shall be informed of salary changes only after Band Council has adopted changes to a salary or salary group.

Employees who request a salary review must make a written request to their Service Director outlining the increase in responsibility. Salary increases may be refused on the basis of budget availability. On the same token, employees have the right to refuse additional tasks not outlined in their job description.

## **9.0 SALARY PAYMENT**

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Indeterminate employees are paid on a weekly basis. Pay day is Thursday. The pay period is Sunday to Saturday.

### **9.1 Salary Advances**

There will be no salary advances issued to employees except in the following circumstances: Annual Leave/Vacation, Christmas Vacation or emergencies due to death or compassionate care in the family.

Salary advances for vacations periods must be for time booked off for a full work week in the same pay period.

When an employee, through no fault of his own, has been underpaid, the employer shall reimburse the employee, where possible, on the next business day. Where the employee has incurred NSF (non-sufficient funds) bank charges as a result of the underpayment which he would not otherwise have incurred, the employer shall reimburse the employee said charges.

### **9.2 Salary calculations for Employees on Continuous Operations or Averaging System**

Employees who are employed in emergency services or continuous operations may be paid on an averaging system. As a result, work schedules may be compressed and longer than seven (7) hours per day with longer intervals between work schedules. The Kitigan Zibi Police Officers, Kiweda Workers, Waseya House Counsellors, Snow removal and Water and Sewer Operators are classified in this category of workers.

## **10.0 OVERTIME**

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Management will make every effort to reduce or eliminate overtime and will take into consideration budgetary constraints. All overtime must be authorized in advance by the Service Director and be limited to exceptional circumstances. All overtime will be reported March 30 of each year.

Overtime requests must be made on the "Request for Overtime" form and submitted to the Service Director for approval prior to the work taking place. For employees who are classified as emergency responders or continuous operations are expected to follow their normal office protocols for their occupation. In cases where overtime requests and prior approval cannot be obtained before commencement of the work, emergency overtime may be approved after the work is completed. Such requests will only be granted in extenuating circumstances or during emergencies and will be at the discretion of the Service Director. In this case, all overtime forms must be submitted to the Service Director on the next working day for immediate approval. Where extenuating circumstances occur where an employee cannot get authorization from the Services Director the next working day, the employee must seek approval within ten working days. Failure for the employee to submit their forms for authorization within ten (10) working days will result in the overtime being denied.

Overtime will not be compensated for employees on outings or activities with an overnight component, from the hours of 12am – 6am.

### **10.1 Overtime Pay**

Unless provided for in a specific contractual agreement, employees who have been pre-authorized to work overtime and have performed the prescribed work are entitled to receive paid time off. Every effort must be made by the Service Director to reduce overtime. For employees who work 35-40 hours per week, overtime is allocated after eight hours worked in a day. Overtime on the employee's normal weekend is calculated as time and one half after forty hours of work. For clarification purposes: Overtime is calculated as such: hours worked in excess of eight hours per day multiplied by 1.5 ( $3 \times 1.5 = 4.5$  hours for working an 11 hour shift)

### **10.2 Employees on an Averaging System or Continuous operations and Overtime**

Employees who work variable schedules may be put on an averaging system of pay. Employees on an averaging system are credited at the overtime rate of wages for each hour of work in excess of their standard hours of work over a two-week period. Overtime will be allocated as time and one half after an average of eighty (80) hours of work over a two week period.

### **10.3 Overtime for Service Directors**

Due to the nature of their work and their levels of responsibility, Service Directors may be required to work more than their standard hours of work each week. Authorized overtime for Service Directors must be signed by the Chief or Band Council Portfolio holder.

### **10.4 Reporting Pay**

If an employee is called back to work after leaving, the employee is entitled to reporting pay of a minimum (3) hours. If an employee works more than three hours, the minimum three hour reporting pay does not apply and overtime is calculated as per section 10.1. If an employee is asked to stay at work and does not leave the work site, overtime is calculated as per section 10.1.

#### ***“Reporting for work” includes:***

- a. being called back to work after having left the workplace following the completion of regularly scheduled hours;
- b. being called in to work outside regularly scheduled hours (e.g. days off, vacation or public holiday);
- c. being called in to work when there are no regularly scheduled working hours; an employee does not receive reporting pay if he:
  - is “on call” or on “standby” and does not report to the workplace;
  - simply remains at the workplace;
  - reports for work as regularly scheduled;
  - shows up at the workplace to see if there is any work; or attends work on his/her own accord during his/her normal scheduled time off or during a vacation period/ vacation day.
  - appoints himself/herself to carry out a duty without preauthorization by management

Calling in or requiring an employee to work while on vacation is reporting for work. As a result, the employee will be credited back booked time off no less than reporting pay.

### **10.5 Establishing a Time Bank for Overtime**

The Service Director shall record an employee’s overtime in the following manner:

#### **10.5.1**

Employees are entitled to overtime after eight hours in a day or forty hours in a week (pay period) which can be credited to an employee’s time bank. Emergency responders or employees working on a continuous operations schedule are paid overtime in accordance to the Canada Labour Code.

#### **10.5.2**

Banked hours may be used to take time off with pay at a time normally agreed to in advance by the Service Director and the employee.

#### **10.5.3**

It is the responsibility of the Services Director to ensure that employees take the time off for overtime accumulated and arrange for replacements when the employee is off. If in rare occasions time cannot be taken, employees may be compensated in pay in lieu of time off if the budget permits. Both parties should agree to in advance the terms and conditions of overtime. Failing an agreement between the employee and Service Director, overtime maybe mandated to be used or paid by the Band Council.

#### **10.5.4**

The banked hours of overtime may not exceed one hundred (100) hours. Any hours accumulated in excess of one hundred (100) hours will preferably be paid at value if annual financial resources allow for such payment or taken within one year.

#### **10.5.5**

The Service Director may at anytime close an employee's time bank, by mandating time off or paying the salary.

#### **10.5.6**

On the termination of employment, the employee shall be paid for his banked overtime hours. It is the responsibility of the Service Director to manage employee time and preferably have the employee take time off before employment is terminated. Payment for unused overtime does not replace Notice of Termination and indemnity in Lieu.

#### **10.5.7**

For the recording of absences, unless indicated on the absence sheet, any reported absence in which there is insufficient overtime credits will be automatically deducted from vacation leave.

Where an employee is paid on any basis of time other than hourly, his hourly rate of wages is determined by dividing the average gross wages paid for work divided by a standard 8 hour day or 40 hours per week.

## **11.0 GENERAL HOLIDAYS**

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The following days are the designated general holidays recognized by Band Council for all its employees:

### **Statutory Holidays**

*As per the Labour Code*

1. New Year's Day - January 1
2. Good Friday
3. Victoria Day
4. Canada Day - July 1
5. Labour Day - first Monday in September
6. Thanksgiving Day - second Monday in October
7. Remembrance Day - November 11
8. Christmas Day - December 25
9. Boxing Day - December 26

### **Band Holidays**

(Community established holidays that are not guaranteed or regulated by the Canada Labour Code and may be cancelled or modified at any time through Band Council Resolution.)

1. January 2
2. Easter Monday
3. Kitigan Zibi Anishinabeg Day - first Monday in June
4. National Aboriginal Day - June 21
5. Indigenous Rights Day - First Monday in August
6. Cultural Heritage Day - Friday before Thanksgiving
7. Christmas Eve - December 24th

8. Christmas Week – 2 or 3 days depending on the calendar year

If the employer wishes to change or move a statutory holiday for management purposes or convenience to employees, seventy percent of the affected employees must agree to the exchange through a vote. Voting must be done annually since employees may change and dates may fall on weekends. Failure to vote in this decision process is automatically considered as having supported no change. Any changes in statutory holidays or band holidays must be formally posted in each work area for (30) thirty days prior to that date. The only holiday that cannot be changed, even by vote, is Remembrance Day.

**11.1 General Holiday on a Non-Working Day**

When a general holiday falls on a Saturday or Sunday that is a non-working day for an employee, the holiday is moved to the working day immediately following. If the employee would normally work on the Saturday or Sunday, the holiday is taken on that day.

**11.2 Holiday Pay**

All indeterminate employees receive paid days off for band and statutory holidays:

### **11.2.1**

If an employee is paid on a weekly or bi-weekly basis – normal pay with no reduction for the day off;

If an employee is paid on an hourly basis – the equivalent of the wages the employee would have earned for a normal day's work;

If an employee's wages are calculated on some other basis – the equivalent of a normal day's pay.

If an employee's pay varies from day to day, his normal day's pay is calculated by taking an average of the last twenty days worked (not counting overtime) before the holiday occurs.

### **11.3 Work on a General Holiday**

Employees, except employees in a continuous operation or emergency services, required to work on a general holiday shall be paid, in addition to his regular rate of wages for that day, a rate of at least one and one-half (1½) times his regular rate of wages for the time that the employee actually worked that day.

(Example: an employee working a normal 40 hr/ wk-8 hr/day schedule who was required to work 4 hours on Christmas day which has fallen on a week day would be paid as follows for the actual time worked: (4 hrs x 2 ½) = 10 hrs. or Time (4 hours) plus time (4 hours) and one half (2 hours) The employee will receive 10 hours for that day.

### **11.4 Employees in a Continuous Operation**

A continuous operation is an operation or service normally carried on without regard to Sundays or public Holidays; and/or any establishment in which in each seven day period, operations once begun normally continue without cessation until the completion of the regularly scheduled operations for that period.

Employees in a continuous operation who are required to work on a general holiday are given a holiday with pay by the next following seven days or a day off is included in their work schedule for that period.

If this arrangement is not possible payment is issued in accordance to the Canada Labour Code.

## **12.0 LEAVE**

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Each Service Sector will have one designated person who will be responsible to track all personnel documentation in regards to leave for indeterminate and term contract employees. Access to this information is restricted and confidential to the immediate supervisor and the employer on a need- only basis. All personnel files will be maintained in a centralized filing system as designated by the Kitigan Zibi Band Council. The management of leave will be centralized with the Human Resources Coordinator.

Employees on leave must continue to pay Group Insurance premiums. As with any benefit, non-payment by the employee may result in a loss of coverage. The Payroll Clerk will send a notice of late payment after 30 days of non-payment. If after 30 days non- payment of premiums still occurs, recovery action and termination of coverage by the employer will occur.

## 12.1 Vacation Leave

Vacation leave is granted to indeterminate employees or those renewable term contract employees working twenty six weeks or over. Term contract employees do not accumulate vacation leave and are paid vacation pay. With the exception of Teachers, Classroom Attendants/Assistants and Cooks (who have determined vacation periods over Christmas, March break and the summer period), all full-time indeterminate employees are entitled to vacation leave credits accumulated at the following monthly rate:

| Employee Status  | Monthly Rate                      |
|--|-----------------------------------|
| Completion of less than seven (7) years of continuous employment | One and one quarter (1 1/4) days  |
| At the start of the seventh (7th) year                           | One and two thirds (1 2/3) days   |
| At the start of the thirteenth (13th) year                       | Two and one twelfth (2 1/12) days |

As of April 19, 2009: Any employee who leaves the organization and there is a clear separation in the employer-employee relationship; whether the relationship was ended by the employee or employer; will be considered a new employee if returning.

For the purposes of clarification - severing of the employer-employee relationships can be: an employee has been issued a record of employment indicating end of contract/shortage of work/ quit/resignation etc. Any employee leaving their employment for reasons other than maintaining their employment status and then return to the same employer will be considered a new employee. With any new position, vacation leave will accumulate as a new employee. Employees on maternity/paternity leave, sick leave, education/training leave maintain employment status.

Effective April 1, 2011 all employees will accumulate leave on the 12th of each month. All personnel leave databases will be centralized and adopt one common method of tracking leave and the accumulation of leave.

This policy supersedes all other policies, directives and B.C.R.'s made prior to June 30, 2012. Please note some employees are subject and protected by grandfather clauses.

An employee must work for twelve consecutive (12) days within a month in order to accumulate vacation leave credits.

Part-time indeterminate employees earn vacation leave credits in proportion to their hours worked.

Vacation leave must be earned to be taken. Employees must request their vacation leave at least one (1) week in advance using the "Application for Leave" form. All vacation leave is subject to the approval of management in accordance with the operational needs and policies of the Service Sector.

Vacation leave should be taken during the fiscal year in which it is earned. Employees may carry over to the next fiscal year the amount of days which they accumulate in a year. The Service Director has ten months after the fiscal year end to mandate leave if there is carry over.

With the case of cooks, classroom assistants and attendants who work forty five (45) weeks per year, there is no accumulation of vacation leave during the temporary lay-off period.

Subject to the availability of funds, indeterminate employees may cash a maximum of five (5) unused vacation days once per fiscal year.

There is no accumulation of vacation leave during periods of temporary lay-off, maternity/paternity/ parental leave, sick leave, group insurance, CSST benefits, education/training leave where the employee is not on payroll.

## **12.2 Sick Leave - Accumulation of Paid Sick Leave Credits**

Full-time/Indeterminate employees accumulate one and one quarter (1¼) days paid sick leave credits per calendar month in which the employee is credited with at least twelve (12) consecutive days work. For purposes of this subsection, a day of paid leave is considered a day worked.

Part Time/indeterminate employees who work less than thirty five (35) hours per week accumulate sick leave credits at a rate proportional to the hours worked. i.e. If an employee works twenty five hours per week than the calculation would be  $(25/35 \text{ hours} = .71 \text{ of } 1.25 \text{ sick leave days per month or six (6) hours.})$

Term Contract employees working 26 consecutive weeks or more will be granted sick leave credits at a rate of one (1) day per month. This leave is non-cumulative and requires a medical certificate.

Sick leave credits do not accumulate during periods of temporary lay-off, maternity, paternity or parental leave; while an employee is claiming CSST or group insurance benefits; employees who work forty five (45) weeks per year and are laid off during the summer; or during education/training leave where the employee is not on payroll. However, employees on sick leave or temporary leave are still required to pay the employee's cost share of benefits.

Budget permitting, the Services Director has the option to pay out sick leave credits for those employees who have an accumulation of sick leave credits of over twenty days once per fiscal year. Sick leave credits are paid at a rate of 100%. Employees cannot request payment of sick leave.

## **12.3 Use of Paid Sick Leave Credits**

Paid sick leave credits must be accumulated before used. An employee is required to use ten (10) sick leave/vacation credits or leave without pay while waiting for a response on an application for employment insurance sick benefits or group insurance benefits. The employee cannot be doubly compensated for time not worked by using leave credits and receiving benefits concurrently. An employee can also choose to use sick leave credits in lieu of applying for sickness benefits.

### **12.3.1**

Paid sick leave credits may be used where an employee is absent from work on account of any of the following;

- a. Personal illness or injury, a doctor's appointment or medical examination;
- b. Illness or injury, a doctor's appointment or medical examination of a dependant;
- c. Family-related responsibilities, in accordance with this policy or if otherwise approved by management.
- d. A signed certificate from a Doctor or Nurse will be required for an absence of more than 3 consecutive days.



### **12.3.2**

Paid sick leave credits may not be used:

- a. to extend a holiday or weekend
- b. for other vacation purposes.

Unused sick leave credits are non-redeemable and have no redemption value unless an employer terminates an employee's position.

### **12.3.3**

For those indeterminate employees who were employed with the KZA prior to May 19, 2009, sick leave credits will be calculated as accrued leave when calculating severance pay. (Please refer to Severance Pay 21.00)

### **12.3.4**

For the purposes of calculating unused sick leave credits for severance pay, there is no redemption value for employees hired indeterminately after May 19, 2009.

### **12.3.5**

If an employee is unable to work on account of personal illness or injury, but has no accumulated paid sick leave credits, the employee's leave shall be unpaid.

### **12.3.6**

If an employee's illness or injury results in more than ten days absence, the employee may use both sick and vacation leave credits provided a medical certificate is provided.

### **12.3.7**

The employee must continue to pay group insurance premiums while on sick leave. The Employer is not obligated to pay the Employer portion of group insurance benefits if the employee does not pay the employee's contributions. As a result, benefit payments to the employee will stop. Employees wishing to continue to contribute to the pension plan must follow the procedures established by the Group Insurance Plan and are required to wait upon return to full time duties.

### **12.3.8**

The employee shall, as soon as possible within the first hour of work inform his Supervisor (in case of an absent Designee) of their absence and anticipated date of return to work, if possible.

Teachers and Daycare Workers must report their absence one (1) hour prior to their first hour of work.

### **12.3.8**

At the request of management, the employee shall provide the employer with a certificate of a qualified medical practitioner (Doctor or Nurse) justifying absences.

### **12.3.9**

Immediately upon returning to work, the employee must complete and return the Leave of Absence Form to his Supervisor, indicating the nature of the absence.

### **12.3.10**

Failure to abide by the above procedure may result in disciplinary action.

Employees who are on extended sick leave are required to keep their Service Director updated on the status of their leave by providing copies of medical certificates indicating he/she is unable to work every six weeks. )

Upon return to work employees must provide their employer with a medical certificate testifying the employee can return to their regular duties and work schedule.

#### **12.4 Employment Related Illness or Injury Leave**

Protected Leave for an Employment injury/illness leave is granted to employees who are entitled to a benefit under the Act Respecting Industrial Accidents and Occupational Diseases. An employment injury/illness as a result of a work based accident: is an injury arising out of or in the course of the employee's work, as defined in the law. Unless incapacitated, employees injured on the job must immediately provide the employer with a report of the accident, any information regarding accommodation or work restrictions. Supervisors/ Employees must complete the "Accident/Incident Report" form in the Workplace Safety Prevention Plan.

#### **12.5 Obligations of the Employee**

The employee shall immediately report an employment injury to their immediate supervisor. The employee is responsible to document the incident by filling out an incident report and providing the Service Director with a certificate from a qualified Physician/Specialist confirming the employment injury. At the request of the employer, the employee is required to submit to a medical examination with the medical practitioner of the employer's choosing to verify the employment injury.

The employee is responsible for completing all formalities required by law for the application of a CSST claim. It is not mandatory to make a CSST claim, however, employees who choose not to make a claim but are absent from work must use sick leave credits. All CSST claims are processed by the Human Resources Coordinator.

The employee is responsible for informing his Service Director of the anticipated duration of any injury- related absence and any extension thereof as soon as practicable and informs his supervisor of the extent of the injury incurred.

The employee must provide the employer with all information pertaining to his ability to work and/or restrictions to carry out tasks. Employees who fail to notify their employer of a work based injuries may be denied benefits.

#### **12.6 Compensation and Return to Work**

Employees continue to accumulate seniority and uninterrupted service during an absence due to an employment injury. However, employees do not accumulate vacation and sick leave credits if not on payroll.

When an indeterminate-term employee, who has been absent from work on employment injury leave for two (2) years or less, is medically fit to return to work, he is reinstated to his position. In the event his position has been abolished, he is assigned to a similar position and same pay, if available.

Management shall not reinstate an employee unless the employee provides a certificate of a qualified Physician/Specialist indicating that the employee is medically fit to return to work and the employee's work limitations, if any.

## **12.7 Temporary Work, Re-Assignment & Accommodation**

An employee who has sustained an employment injury or illness may be temporarily reassigned work. The employer, however, must be financially able to do so or the accommodation does not cause undue hardship. Accommodation may be granted until the employee is again ready to perform his regular duties or able to perform other suitable employment, if his physician certifies that:

- a. The employee is reasonably fit to perform the work;
- b. The work, despite the employee's employment injury, does not endanger his health, safety or physical and mental well-being;
- c. The work is beneficial to the employee's rehabilitation.

While on a temporary work re-assignment, the employee is entitled to the salary and benefits attached to his regular position at the time the employment injury or illness and which he would have received if he had continued to carry out that position and had not be re-assigned.

At the end of the period of temporary work re- assignment, the employee returns to his own position.

## **12.8 Marriage**

All employees shall be granted two (2) days of marriage leave with pay for the purpose of getting married. Marriage leave must be requested in advance and taken within one (1) week before or after the marriage and shall only be granted once per lifetime.

## **12.9 Birth or Adoption**

Employees are entitled to five (5) consecutive days of work leave with pay for the birth or legal adoption of their child. The leave must be taken within fifteen (15) days of the delivery date or the date in which the child is legally entrusted to the parents' care. The leave may be taken either by one or both parents. The parents cannot be in receipt of QPIP or any other benefits paid by a third party concurrently.

### ***External Agencies***

The KZA is not responsible for any delays or nonpayment of benefits by an external agency and will not advance any salary/ payments unless required by law. (E.g. Forestry sector – brush cutters)

Employees who are working with the KZA and are subject to the Quebec Labour Code (*Normes des travaux*) are compensated as per those regulations.

## **12.10 Maternity/Parental or Adoption Leave**

The father and the mother of a newborn child, are entitled to a combined/shared maternity/parental unpaid leave of no more than a fifty (50) consecutive weeks. The father cannot take parental leave without being recognized on the birth certificate.

Parents who adopt a child are entitled to unpaid leave of no more than thirty seven (37) weeks. A parent must be identified as the mother or father on the adoption certificate in order to be eligible for adoption leave.

Parental leave and adoption leave must be taken in consecutive weeks and cannot be intermittent.

An employee may return to work before the date stated in the notice given, provided he/she has given the employer written notice of not less than three (3) weeks of the new date on which he/she will return to work.

An employee who does not report to work on the date stated in the notice given to the employer is presumed to have abandoned their position. The Service Director will begin "notice of abandonment" procedures prior to notifying the employee of their termination.

Employees who must leave prior to their delivery date due to prevention must provide a medical certificate to their Director. Early leave is considered sick leave. Supplementary payments are therefore not payable until the employee is on maternity leave.

### ***Kitigan Zibi Supplementary Payments during Maternity and/or Parental Leave and Adoption Leave***

The employer provides supplementary top over payments to indeterminate full time employees on maternity and/or parental leave and receiving benefits through the Quebec Parental Insurance Plan for a maximum of fifty (50) weeks. Eligibility for benefits is determined by QPIP.

These payments supplement the amounts received from QPIP, up to an amount equal to eighty percent (80%) of the employee's gross salary earned by the Kitigan Zibi Anishinabeg. (Note: relevant Quebec Parental Insurance Plan documents must be provided to the Finance Office. These documents must stipulate plan chosen, start and end date and benefit rates. An employee must notify his employer immediately if benefit rates change during the course of leave. Only one parent will be entitled to receive the supplementary payment for the same pregnancy/child and is non transferrable regardless if benefits are shared.

An employee cannot receive supplemental payments if they are employed elsewhere and any payments issued during this period will be considered an overpayment and will be considered accounts receivable. The employer is not responsible for reporting any overpayments or earnings to the Quebec Parental Insurance Plan (QPPI). Employees must pay group insurance premiums while on maternity/parental leave.

The employer pays supplemental payments to indeterminate full time employees who adopt a child for a maximum of thirty seven weeks. These payments supplement the amounts received from QPIP up to an amount equal to eighty (80%) of the employee's gross salary. Employees must be in receipt of QPIP benefits and the same conditions apply as maternity/parental leave supplements.

Supplementary payments shall cease once the employee resumes employment, finds employment elsewhere or if the employee's employment is terminated.

## **12.11 Compassionate Care Leave**

Service Canada determines the amount of leave to provide care and support for a family member; KZA will follow their guideline.

The Kitigan Zibi Anishinabeg will issue a record of employment indicating compassionate care leave. The Kitigan Zibi Anishinabeg is not responsible for benefits issued by outside payers.

### **12.11.1 Compassionate Care Extended Leave**

Leave and exceptional circumstances:

If the family member is still gravely ill once the compassionate care leave period is over, the Service Director may authorize additional weeks of compassionate care leave without pay. The Service Director may require the employee to provide a certificate.

For purposes of this subsection, "immediate family" means a spouse/common law spouse, child or step-child, parent or step-parent, grandparent, aunt, uncle, niece, nephew, brother/sister, grandchild, mother-in-law/father-in-law, brother-in-law/sister-in-law, daughter-in-law/son-in-law or a person living in the same household or raised in the same household for over one continuous year and considered to be part of the family.

If the family member dies, during compassionate care leave, the leave automatically transfers to bereavement leave.

## **12.12 Bereavement Leave**

When a member of an employee's immediate family dies, the employee is entitled to bereavement leave on any normal working day that falls within the four (4) calendar day period immediately following the day of death.

Leave occurring on a normal working day during the four (4) calendar days as of the day of death is paid. (Weekends and general holidays are counted within the four days.) For example, if the death occurs on a Friday, then: Saturday, Sunday, Monday and Tuesday are considered to be four calendar days.

If bereavement leave coincides with another form of leave, the bereavement leave shall replace the other paid leave. The other form of leave not taken will be credited back into the employee's bank.

The employer may require the employee to provide documentation in regards to entitlement to bereavement leave upon their return to work. Failing to do so may result in the employer refusing bereavement leave and transferring the leave to sick leave credits.

Employees may be granted one (1) day leave to attend the funeral services for their first cousin, father/mother-in-law, brother/sister-in-law, or son/daughter-in-law at the discretion of the Director. Other in-laws or extended family are not covered in this policy, however, employees would be eligible for an unpaid justified absence.

Only in exceptional circumstances where funeral services are delayed due to autopsy, cremation services or the availability of funeral services, the Service Director may grant interrupted or non consecutive leave of four days in total to attend or prepare for the funeral services for immediate family. All leave in these circumstances will be properly documented. Any leave over four work days are not paid. Bereavement leave may not be extended as a result of location of funeral services.

### **12.13 Unpaid Leave Other Than Educational Leave**

An employee may make a written request for leave on any ground to the Service Director for a maximum of 26 weeks. All unpaid leave requires the approval of Band Council. The leave may be full time or part time. Employees on part time leave accumulate vacation and sick leave in proportion to hours worked. Procedure: A leave without pay must be recorded as an amendment on the payroll form and signed by the Service Director and Band Council.

An employee who fails to return to work without notice at the end of the authorized leave period is considered to have abandoned his position. No extensions will be granted.

As a result, all benefits will cease for employees who are granted an unpaid leave of absence, unless the employee remits payment for both the employer and employee portion of the benefit.

Employees on authorized unpaid leave will not be granted a record of employment that terminates the employer/employee relationship.

Employees on authorized unpaid leave or educational leave will retain their employment status. Employees will not accrue vacation or sick leave during the interruption in pay. Except for maternity and parental leave, years of service will be interrupted for this period.

### **12.14 Civic Duties**

An employee summoned as a jury candidate, jury member or witness in a matter in which he has no interest receives the difference between his salary and the costs to which he is entitled as a jury candidate, jury member or witness, excluding costs paid for travel, room and board. Written proof must be provided by the employee to confirm the civic duties of the employee.

#### **Court appearances**

In cases where an employee receives a subpoena to appear in court, the employee does not have to request any type of leave if the appearance is work-related. For all personal court matters, employees will need to request their own appropriate leave.

## **Justice Circles**

Any employee who is invited to participate in a restorative justice circle in their capacity as a KZA employee, must receive pre-authorization from their respective Director to do so. All conflicts of interest must be avoided. Employees acting as a support service within the circle are not eligible to receive an honorarium for their participation, as per the Justice Circle protocol.

When an employee is not acting within their capacity as a KZA employee, but rather as a community member, they will need to request their own appropriate leave to participate within the justice circle.

### **12.15 Training, Professional Development and Educational Leave**

The employer recognizes the value of job-specific work-related education and training. Therefore, employees may; upon application; be granted leave to attend work-related training courses or seminars. Such leave may be with or without pay and is granted at the discretion of the Service Director, depending on the importance, benefit, timeliness and duration of the training. Such leave will be granted only if the employer can afford to arrange the release the employee and if overtime does not become an issue in regards to the proposed training and development.

Employees may be granted educational/training leave without pay to pursue a diploma or degree or certification for a period not extending one year. A formal request must be submitted to the Services Director and Band Council six weeks before the start date and clearly indicate the start and end date of the educational leave.

It must be clearly understood that the employee and the employer share a joint responsibility concerning training and development. This implies that not all training and development should be taken during working hours, nor all the expenses paid by the employer. The need for training and development must be assessed in relation to the duties and the responsibilities of the employee and his performance on the job. Priority will be given to job-related training and where there is a demonstrated benefit to the employer.

The level of assistance provided by the employer will depend on the benefits to the employer and the availability of funds.

At the discretion of the Service Director, overtime hours may or may not be granted for non-mandated training attended outside of normal working hours. Overtime is granted for mandated training.

Where an employee is required by nature of an occupation to be licensed or certified, the employee is responsible to maintain this certification. The employer will cover the cost of the certification when required to maintain their job position. The Service Director may grant training leave for the employee to write licensing or certification exams. First Aid/C.P.R. certification is the financial and personal responsibility of the employee and may require the employee to use their own time or vacation leave to maintain certification. The employer may grant leave if it is beneficial to have in house training.

Employees must pay group insurance premiums while on Education/Training leave.

### **12.16 Work-related Leave**

An employee mandated by the employer to attend a conference or meeting in relation to his work will be granted leave with pay. All requests for work-related leave must be made in writing.

Where travel is necessary, the most cost-effective means of travel will be utilized. (See the Finance Policy).

If the employee chooses to extend his leave beyond the duration of the conference/meeting, he will have to use his accumulated vacation leave. Expenses incurred during the extended work-related travel leave will not be reimbursed.

Employees who are requested to travel are required, where possible, to do so during normal work hours. If travel must take place on a weekend or evening, overtime rates will apply. Service Directors may refuse travel if overtime costs are too expensive or if they occur on a general holiday or a weekend.

An employee required to travel must fill out a “Travel Authorization & Expense” form, which allows him to be issued ninety percent (90%) of the projected costs for the work-related travel and get authorization to leave work.

Upon his return from the work-related travel, the employee must fill out a “Travel Expenses Claim” form to which all receipts related to the travel must be attached. If a Travel Expenses Claim is not completed within thirty (30) days after the last day of work-related travel, the employee will be required to reimburse the travel advance at the rates established as per the Finance Policy. Original receipts are required.

Employees who receive a per diem for work-related leave from an external organization must reimburse it to the employer or take the time off from their accumulated vacation credits for the length of the engagement.

### **12.17 Leave for Band Council- related Business**

Employees who are Band Council members are encouraged to carry out any Band council-related business not related to their employment on their own time.

Such employees who need to leave work to attend to Band Council-related business may do so on condition their absence does not unduly hinder or stress the employer’s operations, its budget, or the employee’s co-workers. The Service Director must be notified of the anticipated duration of the leave for Band Council-related business.

Employees who are also Band Council members must fill out a Leave of Absence Form and indicate on the form that the leave is for Band Council duties. This form must be signed off by the Chief or designate within the Band Council. If an injury occurs when attending to Band Council duties, employees are not eligible to receive group insurance benefits.

Subject to the approval of Band Council, leave for Band Council-related business that complies with the preceding paragraph is paid.

### **12.18 Exceptional Circumstance/ Temporary Closure of Operations**

The decision to close one or more of the employer’s operations belongs to the Service Director and/or Band Council and is taken on a case-by-case basis. Unless advised otherwise, the employee should always assume he/she is required to report for work. In cases of inclement weather/temperature/humidex, the employee should make every reasonable effort to report to work. In the case of a temporary closure of operations, the employee should always assume that he/she may be required to return to work once the cause of closure of operations has been rectified (example: temporary power outages). The Employer is under no obligation to pay the employees for the time the employees are not at their respective place of work. Employees must be at work to be affected by a closure and as a result, those employees who do not report to work and then there is a closure will not be compensated in leave and must report their absence as if there were no closure. The employer has the authority to send employees to an alternate work location in lieu of closing operation.

With the exception of essential and continuous operations, should the employer decide to completely close operations, all employees will not be required to complete absence forms. Essential and continuous employees will be granted other leave in lieu of time off for having to work.

## **13.0 CONFLICT OF INTEREST**

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Employees are expected to conduct themselves with personal integrity, honesty, neutrality, ethics and diligence in the performance of their duties. Employees are required to support and advance the interests of the employer and avoid placing themselves in situations where their personal interests could conflict with those of the employer.



A conflict of interest arises, generally, when private interests or personal considerations may directly or indirectly affect an employee's judgment in acting in the best interests of the employer.

An employee failing to report actual or potential conflict of interest situations or who refuses to follow the instructions of management intended to resolve said situation will be subject to disciplinary action, up to and including dismissal from employment.

In the case of Management, the obligation to report conflict of interest is the same as an employee. Management is expected to remove themselves for decision making/judgments or carrying out actions that place them in "a conflict of interest".

Conflict of interest situations include, but are not limited to:

### **13.1 Special Treatment**

Employees are not to use their position with the employer to give anyone special treatment that would advance their own interests or those of any member of their family, friend or business associate.

### **13.2 Receiving Gifts or Fees**

Employees may not accept any gifts, money, discounts or favours, including any benefit to family members, friends or business associates for doing work that the employer pays them to do, with the exception of non-monetary gifts of nominal value (less than \$20). Offers of gifts over twenty dollars can be donated to community programs as prizes etc. and recorded as such.

### **13.3 Personal Business during Working Hours**

Employees shall not conduct their own business activities during working hours, or utilize workplace resources such as telephones, computers, etc., for the conduct of their own business.

### **13.4 Outside Work or Business Activities**

Employees may not engage in outside work, business activities or other pursuits that may, actually or potentially:

- a. conflict with their duties as an employee;
- b. involve the use of any knowledge of confidential plans, projects or information about the employer;
- c. interfere with or adversely affect the performance of their employee duties.

### **13.5 Political Activity**

As members of Kitigan Zibi Anishinabeg, employees are entitled to express themselves and to participate in political activities. However, they are expected to use discretion and judgment in engaging in political activity and public criticism. Employees are expected to remain loyal to the employer and exercise restraint relative to their position and visibility, so as not to jeopardize their neutrality as an employee.

Political activity includes but is not limited to:

- a. attending or organizing political meetings, protests, marches, blockades, and rallies;
- b. wearing, preparing, distributing or otherwise disseminating political literature, ideas or messages, including but not limited to t-shirts, buttons, flyers, leaflets, placards, electronic messages or paper communications;
- c. soliciting or canvassing funds on behalf of a political candidate, movement, or cause;
- d. other political work normally carried out during an election or in the course of a bid for public office.

### **Campaign Politics**

"Campaign politics" refers to all political activity related to an electoral campaign or a bid by an individual or political party for public office.



The employer's offices, service areas, equipment, resources or supplies may not be used for campaign politics. Employees are prohibited from participating in campaign politics in the workplace. Employees wishing to participate in campaign politics during their hours of work must obtain approval for unpaid leave from their Service Director.

#### **Other Political Activity**

Employees wishing to participate in other forms of political activity during their hours of work must obtain approval for leave from their Service Director. Said leave is unpaid and there is no reimbursement for travel, meals and accommodation, unless authorized by Band Council. The Employer's offices, supplies and resources will not be used for the preparation or distribution of any political literature, including electronic messages or paper communications, unless authorized by Band Council.

These guidelines are not all inclusive, as situations may surface which need further clarification. Questions should be directed to management.

## **14.0 INTELLECTUAL PROPERTY**

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All items created by an employee (including but not limited to any invention, design, improvement, manual, report, software method, evaluation system, artwork, tool and equipment) during the course of employment, whether individually or in conjunction with others, using the employer's time, equipment, material, supplies and/or facilities, shall remain the sole and exclusive property of the employer.

The employer shall have the right to copyright, patent or trademark the item. Employees shall not market the product of their work, even after improving or modifying it outside work hours. This shall constitute a contravention of this policy and the law and could result in legal action.

Employees are expected to cooperate in any legal action that may be necessary to protect any patent or copyright.

## **15.0 EMPLOYER COMPUTERS, COMPUTER NETWORK & ELECTRONIC MESSAGING**

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The employer's computers and computer network are business tools and are to be used by employees for legitimate business or professional purposes only. All such use is to be lawful and consistent with the Band Council's general reputation, standards and other workplace conduct rules and productivity expectations.

Incidental personal use of the computer network is permitted, provided such use is minimal and not abusive, does not interfere in any way with performance expectations, and does not otherwise violate this policy.

In using employer computers and the computer network, employees are expected to practice good judgment and to demonstrate a sense of responsibility. Offensive websites and material must be avoided. Items such as games, screen savers, digital photographs or movies take up a great deal of valuable space on the network. They may contain viruses, be incompatible with the operation system, cause difficulties with the network and slow down the system. Employees must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. Inappropriate use of the employer's computers or network can lead to disciplinary action.

Employees should only use text messaging or the exchange of electronic information for work related purposes.

### **15.1 Prohibited Uses**

To avoid uncertainty, it is explicitly prohibited to use the employer's computers or network for:

**15.1.1**

Any illegal, unethical or immoral purposes;

**15.1.2**

Sending, storing or transmitting offensive, objectionable, abusive, pornographic, obscene, sexist, racist, harassing, provocative or defamatory messages, images or other material, including adult-oriented web sites or news groups;

**15.1.3**

Running of a personal business;

**15.1.4**

Participation in online games or any non business-related chat groups or social networking software.

**15.1.5**

Any use which compromises system integrity or which could degrade system performance;

**15.1.6**

Unsecured disclosure of confidential or privileged information;

**15.1.7**

Any use that might infringe copyright or other intellectual property rights;

**15.1.8**

Downloading material from the internet, including but not limited to: pornography, games, screen savers, music or movies;

**15.1.9**

Any personal use of Kitigan Zibi Anishinabeg's data storage facilities;

**15.1.10**

Installation or running of security programs or utilities which reveal weaknesses in the security of a system;

**15.1.11**

Accessing or attempting to access unauthorized/ confidential information to which a user has not been granted access.

**15.1.12**

Any use of Twitter, Facebook or other Social Networks outside of work that can compromise the worker's or employer's integrity, professional image, prove disloyalty to the employer; or confidence in the worker's ability to maintain confidentiality. (See individual office policies on Computer Usage)

**15.2 Property Rights & Expectation of Privacy**

The computer network, which includes all hardware (network or stand-alone), software, data, files and emails residing in it, is owned by the employer. The employer reserves the right, in its sole discretion and without prior notice, to intercept, retrieve, access, review, archive, destroy and/or disclose to others (including law enforcement authorities and courts) all computer network data.

Employees should have no expectation of privacy in anything they create, store, send or receive using the employer's computers or computer network. Use of the employer's computers or computer network constitutes an irrevocable consent to the monitoring and disclosure of system use and data and an agreement to comply with all other aspects of this Policy. Monitoring may occur continuously or intermittently and employees will not necessarily be notified when such monitoring occurs.

Passwords are used for security reasons, but do not prevent management and/or information systems personnel from monitoring and disclosing system use. Employees who wish to keep their communications private should not use the employer's computer network to communicate.

### **15.3 System Security and Protection of Confidential Information Protocol - General**

Employees accessing the Internet through a computer connected to the employer's network must do so through the employer's firewall or other security device approved by the employer.

Unless expressly authorized to do so, employees must never download files from the internet or other online services, or use disks (or other storage media) without first having the material scanned with employer-approved virus-checking software.

No software or programs of any sort are to be installed on a computer without the prior approval of management and/or the network administrator.

Confidential information may not be entered on the Internet or sent by email, unless properly protected or duly authorized.

Every employee is responsible for ensuring that the virus scanning software on his computer is current.

Employees must report any viruses, worms, trojan horses, etc detected on their computer to management and/or the network administrator.

### **15.4 Passwords**

Employees are responsible for any activity that takes place while using their user-ID and password. Employees should not use another person's user-ID and password, nor should they give their user-ID and password to another person. Attempts to log on as a system administrator will be subject to disciplinary action.

All passwords are considered confidential.

## **16.0 HARASSMENT AND RESPECT IN THE WORKPLACE**

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Employees shall familiarize themselves and abide by the Respect in the Workplace Policy, which is Appendix 2 of this Policy and the Anti-Harassment Policy available in the HR office and on the website [www.kzadmin.qc.ca](http://www.kzadmin.qc.ca)

## **17.0 DISCIPLINARY AND ADMINISTRATIVE MEASURES**

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### **17.1 Disciplinary Measures**

Disciplinary measures are measures intended to reprimand culpable conduct by an employee.

An employee may receive a disciplinary measure for any of the following reasons:

**17.1.1**

Acting in a disruptive and disrespectful manner with respect to other employees and the workplace;

**17.1.2**

Intentional withholding of information that affects employer operations or another employee's job performance;

**17.1.3**

Violation of the employer's policy against the use of intoxicating, mood altering and/or controlled substances on the job or reporting to work when under the influence of such substances.

**17.1.4**

Violation of the employer's confidentiality policy (Article 19.0).

**17.1.5**

Theft, fraud, unauthorized use of or willful damage to employer's property, including vehicles, other equipment and funds;

**17.1.6**

Refusal or willful disobedience of any direct order of management.

**17.1.7**

Harassment, be it sexual or otherwise, or any other violation of human rights.

**17.1.8**

Poor attendance, consistent tardiness, leaving work during work hours without proper authorization;

**17.1.9**

Intentional poor work performance or improper personal behaviour.

**17.1.10**

Failure to abide by the Work Code of Ethics.

**17.1.11**

Destruction of personnel, student or medical files without authorization.

**17.1.12**

Excessive visits of a private nature in the workplace and/or excessive personal phone calls or text messaging during work hours.

**17.1.13**

Smoking in employer buildings or vehicles.

**17.1.14**

Improper and/or extensive unauthorized use of non-work-related e-mail, texting, surfing the Internet or using social media.

#### **17.1.15**

Any other conduct that is generally unbecoming of the employee's position and responsibilities.

#### **17.1.16**

The four (4) potential disciplinary measures are, in order of seriousness:

1. Verbal reprimand
2. Written reprimand
3. Suspension without pay
4. Dismissal for just cause

Disciplinary measures may be imposed by management. However, a dismissal for just cause requires the approval of Band Council.

Disciplinary measures should be applied progressively, taking into account the gravity of the conduct and the disciplinary record of the employee.

Where the seriousness of the circumstances so requires, one or more steps may be bypassed. However, proceeding directly to a suspension or a recommendation of dismissal for just cause requires the approval of the Service Director.

If a person authorized to impose disciplinary measures seeks to put an end to problematic conduct that has gone unaddressed, a general notice should be sent to all employees warning them that such conduct will not be tolerated in the future. All disciplinary measures are to be documented.

#### **17.1.17**

An employee may receive a "warning" prior to a verbal reprimand. Those warnings will be documented and a copy kept in the personnel file.

### **17.2 Verbal Reprimand**

An employee will receive a verbal reprimand for an offence of a less serious nature. The employee shall be clearly informed of the reasons for the reprimand, the corrective actions to be taken, and the applicable disciplinary measure for a second offence. The date, time and reasons for the verbal reprimand are to be recorded in writing in the employee's file and a copy of which is given to the employee. The verbal reprimand will remain in the employee's file for a period of twenty four (24) months and will be removed after the expiry of those twenty four (24) months. If an additional disciplinary measure is issued during that period, all reprimands remain in the employee's file until the expiry of the new disciplinary measure. The 24 month period does not include time taken for leave (e.g. maternity, sick, etc.) during this period by the employee.

Constant disruption to the workplace or a series of unrelated offences will result in a reprimand.

### **17.3 Written Reprimand**

An employee will receive a written reprimand after a second offence, provided a valid verbal reprimand is in the employee's file. A written reprimand may also be issued after a first offence of a more serious nature. The written reprimand will be dated and will clearly outline the reasons for the written reprimand, the corrective actions to be taken and the applicable disciplinary measure for an additional infraction.

The written reprimand must be delivered to the employee by hand or registered mail. A copy of the letter is to be kept in the employee's file. Where the reprimand is hand delivered, a note must be made of the date, time, place and person who delivered it, and signed by the courier to certify that the employee received it. The written reprimand will remain in the employee's file for twenty four (24) months and will be removed after the expiry of those twenty four (24) months. If an additional disciplinary measure is issued during that period, the written reprimand remains in the employee's file until the expiry of the new disciplinary measure.

### **17.4 Suspension without Pay**

Suspension is intended to indicate to the employee the seriousness of the offence. The duration of the suspension should be proportionate to the objective gravity or repetitive nature of the conduct, and may range from one day to several days, weeks, or even months. The employee shall be informed of the suspension in writing and shall be advised that any subsequent offence will result in a longer suspension or termination of employment.

The notice of suspension is to be delivered to the employee by hand or registered mail. A copy of the notice is to be filed in the employee's file. If hand delivered, a note must be made of the date, time, place and person who delivered the notice. The notice of suspension will remain in the employee's file for twenty-four (24) months following the employee's return to work and will be removed after the expiry of those twenty-four (24) months, unless an additional disciplinary measure is issued during that period, in which case it remains in the employee's file until the expiry of the new disciplinary measure.

When an employee receives a suspension, either with or without pay, he/she is prohibited from reporting to work or participating in any of their duties/tasks associated with their job position.

### **17.5 Dismissal for Just Cause**

An employee may be dismissed for just cause when all other disciplinary measures have proven ineffective or after an offence of a serious nature. A quorum of Band Council members is required for approval of a dismissal. The Service Director shall notify the employee in writing of the dismissal and its effective date. The notice shall also provide in detail the reasons for the dismissal. It shall be delivered to the employee by hand or registered mail. If hand delivered, a note must be made of the date, time, place and person who delivered the notification.

Severance Pay and advance notice of termination are not paid in cases of dismissal for just cause; however, the employee remains entitled to all accrued vacation pay.

### **17.6 Duties and Responsibilities of Management**

Prior to issuing a disciplinary measure, the disciplinarian is to verify the facts on which the measure is based and provide the employee with an opportunity to explain his conduct. Dismissal should not be recommended without an investigation regarding the alleged conduct of the employee, the circumstances of the conduct, and the extent to which such conduct may have previously been tolerated among other employees.

If need be, the disciplinarian, with the approval of the Service Director, may demote or suspend the employee with pay pending a thorough investigation and reserve final judgment as to the appropriate measure until said investigation is complete.

In exceptional circumstances regarding allegations of a particularly grave nature, the suspension may be without pay. In the event it is found that the circumstances did not warrant dismissal or a suspension, the employee is to be reimbursed his lost salary and benefits along with a written statement explaining the reason

for the reversal in regards to the decision to dismiss. In all cases, the employee must be treated fairly and equitably.

## **17.7 Administrative Measures**

Administrative measures are measures intended to address non-culpable conduct. Non-culpable conduct refers to the inability to satisfactorily perform one's duties, including for reasons of incompetence, and any other conduct that, while not the employee's fault, constitutes an obstacle to the employer's operations and/or workplace harmony.

Administrative measures are not intended to punish and, as such, progressive discipline is not applied.

In the event it is ascertained that an employee is incapable or refuses to correct the deficient conduct, the only available options are demotion or dismissal.

Before an administrative measure is imposed, the following criteria must be met:

- a. The level of job performance required shall be defined in a performance review plan if applicable, and communicated to the employee.
- b. The employee shall be informed of the deficiencies in his performance in writing.
- c. The employee shall be given reasonable supervision and instruction and afforded a reasonable opportunity to meet the standard and correct the deficiencies.
- d. The employee shall be warned that a failure to meet the standard and correct the deficiencies may result in demotion, or dismissal.

Detailed notes shall be kept of exchanges with the employee regarding his performance and opportunities for improvement, in order to document respect of the above criteria. In place of detailed notes, a letter may be given to the employee, drafted in a manner to provide a written record of respect of said criteria. Either the record or the letter is to be filed in the employee's file.

Where, after reasonable opportunity is given, the employee is unable to meet the standard or correct the deficiencies to an extent that renders him incapable of performing his duties, prior to dismissing the employee, an effort shall be made to find him alternate employment within his competence.

In cases of administrative dismissal for non-culpable conduct, the employee remains entitled to severance pay and advance notice of termination or an indemnity in lieu thereof.

## **18.0 REASONABLE ACCOMMODATION**

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The employer is committed to an inclusive and non-discriminatory work environment that promotes equality, dignity, diversity and self-esteem among its workforce. As such, it makes all reasonable efforts to provide for the individual accommodation needs of current employees and job applicants. (Please refer to the Accommodation Policy Available in the HR Office) and on the website [www.kza.qc.ca](http://www.kza.qc.ca).

The employer recognizes that the need for reasonable accommodation may arise during the employment selection process, at the commencement of employment or at some time after employment has commenced.

Employees or job applicants seeking reasonable accommodation shall fill out a Request for Accommodation Form (Appendix 3).

It is the employee or job applicant's responsibility to:

- Inform management of his employment-related needs for accommodation when such needs arise;
- Collaborate with management in finding the most appropriate means to accommodate his employment-related needs;

- Provide specific reports or medical information relevant to the process of identifying appropriate accommodation;
- Inform management when an accommodation is no longer needed.

Employees are expected to assume the reasonable burdens and inconveniences required to facilitate an accommodation.

In determining whether an accommodation is reasonable, management shall consider issues of health, safety, cost and the law.

All documents relating to specific requests for accommodation will be kept confidential and will only be disclosed with the consent of the employee or job applicant.

Documentation with regard to accommodation will be kept in the employee's personnel file.

## **19.0 CONFIDENTIAL INFORMATION**

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Unless otherwise specified, all records held by the employer, electronically or on paper, and any other information an employee acquires in the course of his employment are considered confidential information. Confidential information may not be disclosed, except as required in the course of the employee's duties, with the concerned person's written consent, or in the following circumstances:

- a. to prevent a serious risk of harm to the life, health or safety of a person;
- b. to prevent the commission of a serious crime against a person or property; or
- c. where disclosure is required by law.

### **19.0.1**

Confidential information may be made available to employees and shared between Service Sectors, if such information is required to ensure efficient and sound management of the services and programs.

### **19.0.2**

The Service Director may authorize disclosure of information to government or public agencies and other First Nations where such disclosure is permitted by law.

### **19.0.3**

An employee who discloses confidential information without cause or proper authority may be investigated and disciplined.

### **19.0.4**

All KZA Employees must sign an Oath of Confidentiality which is available in the HR Office.

## **19.1**

**Destruction of Files:** All files concerning employees, students, clients, patients and victims are property of the employer, and such files can only be destroyed with the written consent of Band Council. Service Directors and professional staff shall ensure that the access and handling of these files is controlled and that they are kept in a secure place under lock and key.

## **19.2**

Complaints and grievances regarding confidential information.



### **19.2.1**

A person who has reason to believe confidential information that concerns him has been improperly used or disclosed may file a written complaint to Band Council within thirty (30) days of knowledge of the disclosure.

### **19.2.2**

Where appropriate, Band Council shall appoint an Investigation Review Committee consisting of three (3) members of the community not involved in the disclosure and not related to anyone concerned by the situation.

### **19.2.3**

The Investigation Review Committee shall investigate the matter and file a report to Band Council with its findings and recommendations within thirty (30) days of the complaint.

### **19.2.4**

The complainant shall be informed by the Band Council of the Investigation Review Committee's findings and actions to be taken. This shall be undertaken by the Band Council within thirty (30) days of the receipt of the Investigation Review Committee's report.

## **20.0 TERMINATION OF EMPLOYMENT**

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Employment is terminated when one of the following occurs and as a result, there is no longer an employee-employer relationship:

- Retirement
- Lay-off
- Resignation in which there has been a record of employment issued
- Abandonment of position
- Re-organization within KZA
- Dismissal
- Death

It is not considered a resignation if an employee leaves one sector to work in another and there is no interruption in pay or record of employment issued.

### **20.1 Retirement**

Retirement is the result of an employee's willful decision to leave a current indeterminate employment. Eligibility to benefits is subject to the eligibility criteria of the Pension Plan. An employee may still continue to work. Retired employees who return to term contract work are considered to be term contract employees and do not accumulate vacation leave and are therefore paid vacation pay. Also, a retired employee who leaves an indeterminate position cannot resume their old job once retired thereby creating a vacancy. This employee is required to apply for any future indeterminate position including in the same job if a vacancy is created.

Employees are required to notify the Service Director in writing of their intention to retire at least thirty (90) days before the intended last day of work. Once notice is given, it can only be withdrawn before the retirement comes into effect with the consent of the Service Director. The employee is required to return all property of the employer, including but not limited to equipment, keys, and documents, be they on paper or digital, before his last day of work.

The Service Sector is responsible for collecting all property of the employer prior to the last day of work and ensuring that all documents to be provided to the employee are complete and in order within a reasonable time of the notice of retirement.

## **20.2 Layoff**

For purposes of this Policy, layoff is the termination of an indeterminate or term contract employment as a result of economic or technical considerations; or any other reason unrelated to the employee's conduct or job performance, including but not restricted to a lack of work or changes in organizational structure.

An employee who is dismissed for poor performance or misconduct is not considered laid off.

*Grandfather Clause:*

-Employees hired prior to April 12, 2009 are entitled to unused vacation, overtime, sick and severance pay.

-Employees hired after April 12, 2009 are entitled to unused vacation, overtime and severance pay; there is no payment of sick leave.

## **20.3 Resignation and Lateral Transfers**

Resignation occurs when an employee willfully terminates his employment. The employee must notify his Supervisor in writing three (3) weeks before leaving, except for teaching personnel, who must give four (4) months notice. Failure to give adequate notice may result in legal action taken from the Employer to cover costs incurred as a result of the lack of adequate notice.

Resignation does not equal Retirement. **Employees hired prior to April 12, 2009 are subject to the severance policy at that time.**

Employees who leave one position to work in another position in the band and have not been issued a record of employment are considered to be laterally transferred. As a result, these employees maintain their employment status, rate of vacation leave, years of services and benefits. There should be no break in the employer - employee relationship.

Lateral transfers must be preauthorized by the Band Council and may occur for reorganizational purposes or remedial and temporary measures to ensure the continuity in operations.

Directors cannot permanently change employee job titles or functions without the approval of the Band Council. A Service Director requires the approval of the Band council to change an employee's work task more than twenty five percent (25%).

## **20.4 Termination of Employment Procedures**

When an employment relationship has ended between an employer and employee the following actions must be taken before the last day of work

- a. The Service Director must notify in writing the finance office of the expected last day of work and issue notice to stop salary payments.
- b. The employee must return all keys, software and/or equipment issued to him or considered property of the employer as a result of the end of employment. Failure to return keys or equipment will result in the employee assuming the costs of changing locks or replacing equipment. Depending upon the value of the property not returned, legal action may be taken.
- c. The Employee must return all work, policies, database (codes), and passwords, created as a result of employment.
- d. The employee must complete all forms necessary to terminate the payment of benefits and return the form to the finance office before the last day of work.
- e. The Service Director must issue severance pay and accrued leave owing to the employee less any amounts owed for the non return of property (as per the severance pay guidelines).

- f. The Service Director must make every effort to ensure continued operations and adequate time for orientation for new employee or replacement by posting positions if to be filled in due time to allow for a transition period.
- g. The Service Director may mandate the employee to take all accrued leave if possible before the termination of employment.
- h. No record of employment should be issued until all procedures are complete within the legal parameters.
- i. All personnel information or documentation including letters of resignation should be forwarded to the centralized personnel files within three (3) weeks.

## **20.5 Abandonment of Position**

Where an employee is absent from work without authorization, his Supervisor shall make every reasonable effort to enquire about the reasons for the absence and whether the employee intends to return to work. These attempts may consist of making telephone calls to the employee, contacting a spouse or relative, visiting the employee at home, sending the employee a letter by courier requesting an immediate response. Provided that the Supervisor acts in good faith, these attempts cannot constitute harassment. If after three days there is no response, a registered letter must be issued to the employee thereby beginning the termination procedures.

The Supervisor shall keep a detailed record of the employee's absences and all attempts to contact the employee.

Where appropriate, the Supervisor shall make a request to the Service Director for declaration of abandonment of position after an unauthorized absence of five (5) days by the employee.

If it is determined that a declaration of abandonment of position is appropriate, the employee will be notified in writing. The notice shall be delivered by registered mail with proof of delivery, but without signature. A copy of the written notice is kept in the employee's personnel file.

If the employee is not declared to have abandoned his position and returns to work, the employee may be disciplined for the absence, up to and including dismissal. A written record of this incident will be kept in the personnel file for a two (2) year period.

### **Accrued Leave**

An employee who has abandoned his position is not entitled to severance pay or an indemnity in lieu of advance notice of termination. He nevertheless remains entitled to all accrued vacation and overtime leave. Abandonment = Termination of Contract and therefore termination of employer – employee relationship.

## **20.6 Dismissal**

All dismissals shall be recommended by the Service Director and authorized by Band Council. An employee who is dismissed and who later acquires another position with the band is considered a new employee and therefore accumulates leave and benefits at that rate.

## **20.7 Dismissal for Just Cause**

Dismissal for just cause is a dismissal for disciplinary reasons.

## **20.8 Administrative Dismissal**

All non-disciplinary dismissals are administrative dismissals. Administrative dismissals may be for reasons of non-culpable employee conduct or reasons unrelated to conduct.

For administrative dismissals unrelated to employee conduct, lay-off procedure applies.

## **20.9 Death**

Upon an employee's death, accrued unused vacation, sick leave and overtime and severance pay shall be paid to his estate/beneficiaries.

#### **20.10 Severance Pay**

When the employment of an employee who has completed twelve (12) consecutive months of uninterrupted service is terminated by the employer, the employer shall, except where the employee is dismissed for just cause, pay to the employee severance pay.

An employee may request payment of their severance six months prior to or after their retirement date.

For Employees Hired after July 1, 1993:

- two (2) days' wages at the employee's regular rate of wages for his regular hours of work in respect of each completed year of employment that is within the term of the employee's uninterrupted service; or the greater of the two
- five (5) days' wages at the employee's regular rate of wages for his regular hours of work

| <b>Years of employment completed</b> | <b>Severance Pay</b> |
|--------------------------------------|----------------------|
| LESS THAN 1 YEAR                     | 0 DAYS               |
| 1 YEAR                               | 5 DAYS               |
| 2 YEARS                              | 5 DAYS               |
| 3 YEARS                              | 6 DAYS               |
| 4 YEARS                              | 8 DAYS               |

NOTE: Severance pay is different from an indemnity in lieu of advance notice of termination of employment.

*Grandfather clause:*

Employees Hired before July 1, 1993 are subject to the severance pay guidelines indicated in the Human Resource Policy at that time. The calculation of severance is : 2 weeks of pay for the first year, and 1 week for each year to July 1, 1993.

For employees who have were hired as full time employees prior to the Adoption of the KZA Human Resource Policy on April 12, 2009 shall be entitled to receive severance pay, accumulated sick leave and vacation days if they officially retire, are terminated or decide to leave their employment on their own volition.

No previous seniority will be recognized for an employee who has been issued a record of employment of ending the employer/employee relationship and then returns to work for the organization at a later date. Upon return into the employment of the organization, with the exception of pension, the employee's level of benefits and seniority will be similar to a new employee starting work with the organization. Any accounts payable owing for an employer should have been paid at the time.

## **20.11 Notice of Termination of Employment and Indemnity in Lieu Thereof**

Indeterminate-term employees laid off or dismissed, except for just cause, are entitled to advance notice of termination. The period of advance notice of termination is to be decided on a case-by-case basis by the Service Director. However, in no case is the period of notice to be less than the following:

| <b>Years of Service<br/>Years of<br/>employment completed</b> | <b>Length of Notice:Severance Pay</b> |
|---|---------------------------------------|
| Less than one (1) year  | One (1) week                          |
| One (1) to five (5) years                                     | Two (2) weeks                         |
| Five (5) to ten (10) years                                    | Four (4) weeks                        |
| More than ten (10) years                                      | Eight (8) weeks                       |

\*Notice of termination must take into consideration lateral transfers. Employees must give their employer two weeks notice if leaving from one office to another.

At the discretion of the Service Director, instead of providing advance notice of termination, the employee may be paid an indemnity in lieu of such notice equal to the salary he would have earned over the appropriate notice period. Any severance amount paid (see subsection 22.10) constitutes part of the indemnity in lieu of advance notice of termination of employment.

An employee who is re-hired by the employer in any capacity during a period for which an indemnity in lieu of advance notice has been paid, is required to pay back the indemnity in lieu of advance notice for the period which overlaps with his return to work.

## 21.0 DRESS GUIDELINES

All employees are representatives of the employer and must therefore present a professional appearance at all times to clients, suppliers, and the community. The dress guidelines are meant to promote a positive working environment, limit the distractions caused by outrageous, provocative or inappropriate attire and ensure safety while working.

The dress guideline is a framework and is not a substitute for safety work clothes. If an employee's attire is deemed to be inappropriate for the workplace by his Supervisor, in addition to any disciplinary measure which may be imposed, the employee will be sent home without pay to remedy the situation.

All office employees and employees who have regular contact with community members and the public must abide by the following standards:

- Attire must be acceptable and professional
- Hair must be clean, combed and neatly trimmed, tied back or arranged. Unkempt hair is not permissible regardless of length.
- Tattoos, if offensive, must be covered.
- Excessive body piercing must be covered up or removed during work hours.
- Body odor and foul breath is not acceptable.
- Flip flops are not permitted in the workplace due to safety issues.

Employees who are not regularly in contact with community members and the public should follow the basic requirements of safety and comfort and still present themselves in as neat and professional a manner as possible.

Certain employees, according to their occupational needs, may be required to meet specific standards, such as wearing uniforms, specialized footwear, headgear, safety equipment, etc.

### 21.1 Acceptable Casual Attire

The application of the Dress Guidelines is at the discretion of the Service Directors. They are responsible for ensuring compliance with this policy. Any questions or concerns regarding the Dress Guidelines should be directed to the Service Director.

The following is a general overview of acceptable casual attire.

Because all casual clothing is not suitable for the office, these guidelines will help you determine what is appropriate to wear to work. Clothing that works well for the beach, yard work, dance clubs, exercise sessions, and sports contests may not be appropriate for a professional appearance at work. CSST standards will apply.

Clothing that reveals too much cleavage, your back, your chest, your feet, your stomach or your underwear is not appropriate for a place of business, even in a business casual setting. All skirts/shorts need to be below the knee.

Even in a business casual work environment, clothing should be pressed and never wrinkled. Torn, dirty, or frayed clothing is unacceptable. All seams must be finished. Any clothing that has words, terms, or pictures that may be offensive to other employees is unacceptable. Clothing that has the company logo is encouraged. Sports team, university, and fashion brand names on clothing are generally acceptable.

Certain days can be declared dress down days, generally Fridays. On these days, jeans and other more casual clothing are permitted, although clothing potentially offensive to others, are never allowed.

## **21.2 Office Display and Professional Appearance**

Employees are expected to exercise judgment and moderation when displaying photos and other personal items in the workplace. The workplace must always keep a business-like and professional appearance. Personal items, photos, children's artwork, drawings must be tasteful and displayed appropriately.

## **22.0 SMOKE-FREE WORK ENVIRONMENT**

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The employer is committed to the protection and promotion of the health, safety and well being of its employees and community members. It is the policy of the employer to provide a smoke-free work environment.

All Band buildings and vehicles are smoke-free. All Kitigan Zibi Anishinabeg workplaces, including employer-owned and operated vehicles, must display a no-smoking sign, for the benefit of everyone.

An employee who smokes in a Band building or vehicle is subject to disciplinary action, up to and including dismissal. Any concern or complaint shall be addressed to management.

## **23.0 EMPLOYEE RECORDS**

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### **23.1 Personnel File**

The employer maintains accurate, relevant and up-to-date information on each employee in his personnel file. Effective April 1, 2011 Personnel files will be centralized and managed by the Human Resource Coordinator.

Personnel files for employees are confidential to the Service Director, Human Resource Coordinator, designated file clerk and employee.

Personnel files for Service Directors are confidential to the Band Council and the Service Directors are the property of the Kitigan Zibi Anishinabeg.

Personnel Files shall not be removed from the centralized filing systems unless to archive them.

Personnel files will contain any information KZA work history, appeals, or incidents, and attendance record.

An employee's personnel file shall contain the following documents:

- a. Job description;
- b. Offers of employment, contracts of employment, and any other relevant document evidencing the employee's working conditions;
- c. Copy of the Code of Ethics signed by the employee;
- d. Copy of all performance reviews signed by the employee and the reviewing member of management, letters of recommendation and any other relevant document related to the employee's job performance;
- e. Copy of all non-expired disciplinary and administrative measures;
- f. Copy of any document related to termination of employment, layoff, recall, transfer, etc.;
- g. In the case of employees who operate motor vehicles in the course of their work, a copy of the employee's driver's license;
- h. In the case of employees holding positions forbidden to those convicted of certain offences, a copy of the employee's verification of criminal history;
- i. List of employer property in the employee's possession (e.g. keys, briefcases, etc.);
- j. Signed Oath of Confidentiality;
- k. Correspondence with or relating to the employee;
- l. Any other document relating to the employee that the employer has an interest in preserving.

\*such as medical certificates shall be maintained in the leave file. Travel and Cheque requisitions related to employees should be kept in financial or project files.

\*all original documentation/certification should be returned to the employee and a copy be retained in the personnel file.

### **23.2 Leave and Overtime File**

An employee's leave and overtime file shall contain all documents relating to requests and/or approval of employee leave and overtime, including but not limited to the following forms:

- a. Leave of Absence Form;
- b. Overtime Authorization Form;
- c. Request for Payment of Accumulated Vacation Leave Days (maximum of five (5) days per fiscal year);
- d. Salary deductions made due to absences. e. Payment of Sick Days
- e. Payment of Severance

### **23.3 Payroll File**

The employee's payroll file shall contain the following documents:



- a. All pay-related documents;
- b. Garnishment papers or wage assignments;
- c. Documents relating to group insurance coverage and claims;
- d. Documents relating to pension plan participation;
- e. Documents relating to the cashing of vacation and sick leave credits;
- f. Employee payroll information form
- g. Any other document necessary for payroll purposes.

#### **23.4 Other Files**

The Service Director may, for practical purposes, establish any number of other files that contain documents otherwise kept in the personnel file.

#### **23.5 Access to Employee Files**

Access to an employee's files requires a reasonable notice and the general or specific authorization of the Human Resources Officer. When there is a request for information/documentation from an employee's file, the information will be provided within a reasonable timeframe. A member from Management will always be present when an employee reviews his/her file.

Copies of any document in an employee's files are provided to the employee within five working days. Any review of a file by an employee or copies given to the employee must be noted in the personnel file. Since personnel files are the legal property of the employer: employees cannot remove documentation from their files.

### **24.0 HOME-CARE/RESIDENTIAL SERVICES**

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An employee is not eligible for the home-care/residential services the KZA employer provides to the public, nor to be placed on any home-care/ residential services waiting list, unless the employee resigns his position or is on a short/long-term disability.

## **25.0 APPEAL PROCEDURE**

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*The following policy applies to indeterminate employees. For appeals relating to job applicants, please see the Appeal Guidelines Procedure.*

Employees may appeal decisions regarding dismissal, suspension without pay, layoff, demotion, the non-appointment to a particular position, and reasonable accommodation refusals.

### **25.1**

The appellant shall make a written complaint to the Service Director within five (5) working days of knowledge of the contested decision.

### **25.2**

The Service Director investigates the matter and communicates his decision to the appellant within a reasonable time. The matter will only be investigated if it was shown that policy was not applied.

### **25.3**

If the appellant is not satisfied with a Supervisor's/Staffing decision, he may, within five (5) working days of knowledge of the decision, demand in writing the constitution of an Appeal Committee. Said demand is addressed to the Service Director. If the Service Director is declared a conflict, the appeal is directed to the Chief.

### **25.4**

The Service Director shall as soon as practicable inform Band Council.

## **APPENDIX I: EMPLOYEE WORK CODE OF ETHICS**

As a Kitigan Zibi Anishinabeg employee, I hereby agree to become familiar with and abide to the employer's work-related procedures and policies including the Human Resources Policy. I will fulfill my job responsibilities to the best of my abilities and abide by the policies and procedures of my employer and Service Sector.

I hereby also agree to abide by the following Code of Ethics for Kitigan Zibi Anishinabeg employees:

1. I will carry out the duties of my position conscientiously and honestly, remembering that my primary work task is to serve the Kitigan Zibi Anishinabeg membership.
2. In my actions and words, I will promote and uphold the integrity and dignity of Kitigan Zibi Anishinabeg and its programs.
3. I will be prompt, courteous and temperate in the performance of my duties.
4. I will use initiative to find ways of consistently improving my work efficiency.
5. I will adopt a positive attitude when dealing with fellow employees, other Kitigan Zibi Anishinabeg members, management, and Band Council.
6. I will follow the instructions of management attentively and co-operate with my co-workers.
7. During my hours of employment, I will work solely on my job responsibilities.
8. Within my sphere of responsibility, I will recommend changes to the policies, priorities or procedures when I believe that such changes would help to meet the objectives of my Service Sector or employer.
9. I will show respect for the authority and jurisdictional structures of Kitigan Zibi Anishinabeg.
10. I will continually work toward self-improvement and professional development, through self-evaluation and availing myself of available literature, upgrading and training when the opportunities arise.
11. I will be punctual every day, unless there is a valid reason for absence or lateness, in which case I will contact my Supervisor at the start of the work day and provide an indication of when I expect to return to work.
12. I will attend all meetings, workshops, conferences, etc., assigned to me as an official delegate of Kitigan Zibi Anishinabeg and will formally report back to my superiors and/or Band Council.
13. I will dress appropriately for my employment position, as I understand that the appearance of employees reflects on Kitigan Zibi Anishinabeg as a whole.
14. I will treat all employees, clients, the general public, and any person with whom I communicate with dignity and respect and will not make derogatory comments or jokes related to their race, national or ethnic origin, skin colour, religion, age, sex, marital status, family status, disability, criminal conviction or pardon, sexual orientation, or any other comment which may be construed as an affront to their dignity or human rights.
15. I will only communicate official and/or confidential information acquired on the job if the release of such information has been authorized in writing by my superior or required by law.
16. I will use information obtained on the job for the intended purpose only, not for my own personal interests.
17. I will use property of Kitigan Zibi Anishinabeg with appropriate care and for authorized purposes only and will report any problems, abuse or concerns to an appropriate member of management.

18. I will refuse any gifts or other tangibles offered to me by suppliers or contractors because of my work position.
19. I will not publicly criticize other employees, individuals, Service Sectors or the policies of Band Council; if I feel that changes are necessary, I will provide constructive criticism and make the workplace harmonious as possible.
20. I will attempt to communicate openly with other staff and to settle internal differences in a constructive manner.
21. If my employment position and private interests create a real or potential conflict of interests, I shall declare this to an appropriate member of management and/or Band Council, who will decide how to resolve the matter.
22. Considering my employment position and my responsibilities, I will at all times behave with dignity, non-violence and respect towards Kitigan Zibi Anishinabeg, its members, management and employees.
23. I will respect Kitigan Zibi Anishinabeg's human resource policy on the prohibited use and consumption of intoxicating, mood altering and/ or controlled substances during the performance of my duties.
24. Notwithstanding my political preferences, I will remain loyal to my employer and serve the employer to the best of my ability.
25. I will, in my actions and carry out my duties, be respectful and professional. I acknowledge and read the anti-harassment policies and agree to abide by it. I will not harass others or abuse the authority given to me by virtue of my employment.
26. I understand that the use of social networking sights and the internet is considered public domain. As a result, I will not use social network sites or any other form of communication for the purposes of slander, defamatory expression or lateral violence.

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EMPLOYEE'S NAME

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EMPLOYEE SIGNATURE

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DATE

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DIRECTOR'S SIGNATURE

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DATE

## APPENDIX II: RESPECT IN THE WORKPLACE POLICY

### 1. HARASSMENT

Every employee is entitled to employment free of harassment. Kitigan Zibi Anishinabeg will not tolerate harassment and will make every reasonable effort to ensure that nobody is subjected to it.

#### Purpose

As an employer, Kitigan Zibi Anishinabeg is committed to providing a work environment in which all individuals are treated with respect and dignity. It is the employer's responsibility to maintain a workplace that is respectful of individual dignity and free from harassment and discrimination.

Harassment refers to any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures that affect an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee. Any abuse of authority or position, intimidation or coercion will not be tolerated.

For the purpose of this policy, harassment in the workplace will include bullying, personal and sexual harassment.

#### Personal Harassment

Personal harassment refers to any objectionable or offensive behaviour that is known or should reasonably have been known to be unwelcome and unwanted. It includes but is not limited to: objectionable conduct, comment or gesture, made on either a one-time or continuous basis, that demeans, belittles or causes personal humiliation or embarrassment. Examples of personal harassment can include: aggressive, intimidating or bullying remarks, profane gestures, causing or threatening to cause harm to a person or property, invading another person's personal space, obscene or foul language, etc.

#### Sexual harassment

Sexual harassment refers to any conduct, comment, gesture or contact of a sexual nature:

- a. that is likely to cause offence or humiliation to any employee; or
- b. that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

Examples of sexual harassment can include, but are not limited to: unwanted touching, patting, whistling or leering, inquiries or comments about a person's sex life, sexual activities or sexual inadequacies, telephone calls with sexual overtones, gender-based insults or jokes causing embarrassment or humiliation, unwanted social or sexual invitations, inappropriate gestures or comments about a person's physical attributes or appearance, etc.

#### Abuse of Authority

Abuse of authority can constitute a form of harassment, where an individual improperly uses the power and authority of his position to endanger a person's job, undermine the performance of that job, threaten the person's economic livelihood, or interfere with or influence a person's career.

## **2. COMPLAINT PROCESS**

An employee may at any time discuss, on a confidential basis, a questionable situation with any member of management. Employees are encouraged to seek assistance in dealing with any situation in which they feel they are being subjected to harassment of any form.

An employee who believes he is being harassed is advised to take the following measures:

### **A. Early Problem Resolution**

#### *Informal Complaint Process*

The victim should communicate the situation to the offender in a clear manner, tell him politely but firmly that such behaviour is unwelcome, and request that it end. If the victim is uncomfortable with addressing the situation directly with the offender, he can bring the matter to the attention of any member of management, who will try to find methods of informal resolution to help the parties reach an acceptable solution. In the case of unacceptable behaviour that should not be tolerated, immediate action will be taken on the part of management.

If the harassment continues, the victim should keep a detailed record of the incident(s), with dates, times, names of any witnesses, etc.

When the facts are not in dispute and it has been determined that the offender has committed harassment, appropriate disciplinary action shall be taken, which may include dismissal.

### **B. Formal Complaint Process**

Where appropriate or if the situation is not resolved by the informal complaint process, the victim may file a formal written complaint addressed to the Service Director or Assistant Director.

An appropriate person shall be designated to investigate the matter in accordance with the confidentiality policy below. The investigator shall first meet with the complainant and only then proceed to interview all concerned individuals and witnesses. The alleged offender shall be given fair opportunity to respond to the allegations.

If necessary, an independent third party may be engaged by the employer to investigate the complaint.

If it is determined that harassment has occurred, the offender will face appropriate disciplinary action, which may include dismissal. Counseling may be made available for the offender, in order to remedy the situation. Counseling may also be made available for the victim.

If mediation is undertaken at any time during the investigation process, the investigation will be suspended, pending the outcome of mediation efforts.

### **C. Other Recourse**

Although employees are encouraged to make use of internal procedure, they have the right, at any time, to make a formal complaint of sexual harassment to the appropriate government body under applicable legislation (the Canadian Human Rights Commission or other).

Employees who have been victims of criminal behaviour, such as stalking or assault, should contact the local police. If employees are stalked or assaulted in the workplace and refuse to file a complaint with the police, management shall take action. Management must ensure that the workplace is safe and secure for everyone.

Management must take appropriate action when it applies to their Sector employees or themselves.

### **3. CONFIDENTIALITY**

All persons associated with a complaint or its resolution must respect the sensitivity and confidentiality of the situation. Every effort will be made to preserve the dignity and self-respect of all parties involved. All information and documentation concerning a complaint will be kept as confidential material, except where disclosure is necessary for the purposes of investigation of the complaint or for taking disciplinary measure(s). However, confidentiality does not mean anonymity because witnesses may be involved.

These limitations on confidentiality should not discourage employees from making a complaint. If possible, upon the initial meeting with the complainant, the complainant should be asked about concerns regarding the investigation. Many complaints are resolved without a formal investigation. Issues should be raised at the earliest stage possible to facilitate a mutual resolution.

Should disciplinary action be taken as a result of the complaint, record of it will be kept in the offender's personnel file. Nothing will be placed on the victim's personnel file if the complaint is founded. All other written material will be retained in a separate and confidential file.

### **4. REPORTING COMPLAINTS**

Employees are encouraged to promptly report complaints in writing to their immediate supervisor and should that person be in conflict, to the next higher levels of authority up the chain of command, so that rapid response and appropriate action can be taken. The employer will investigate the complaint as soon as it is received.

### **5. RESPONSIBILITY**

Employees and management share responsibility for understanding and preventing harassment in the workplace. Employees are responsible for recording and reporting allegations of harassment and for cooperating in the investigation of complaints. Employees are responsible for reviewing this Policy and adhering to it. Any employee, who believes that a colleague has been or is subject to harassment or retaliation for having brought forward a complaint of harassment, should notify a person in authority immediately.

It is the responsibility of management to take action to protect everyone in the workplace. Management shall ensure that harassment does not occur in their area(s) of responsibility and intervene when aware of conduct in violation of this Policy, whether or not a complaint has been filed. Appropriate steps shall be taken to end the misconduct and protect employees from retaliation (e.g. demotion, unwelcome transfer, reduced chances of promotion, harassment from co-workers, etc.) for having made a complaint in good faith or cooperated with an investigation.

Failure to take appropriate action may result in disciplinary action against both the offender and the appropriate person in charge.

Any individual who engages in retaliation will be subject to disciplinary action, up to and including dismissal.

Band Council is responsible for the approval of this policy.

### **Unsupported complaints**

When the evidence indicates that harassment did not occur or there is insufficient evidence to support the allegations, record of the complaint is removed from the alleged offender's personnel file.

No disciplinary action shall be taken against the complainant unless it is shown that the complaint was made in bad faith.

## **6. DISCIPLINARY ACTION**

In the event that harassment is found to have occurred, and depending on the circumstances of such harassment, disciplinary action (up to and including immediate dismissal for just cause) shall be taken.

Any re-occurring offences will be sanctioned by more severe disciplinary action.

Legal action may be taken by the victim.

## **7. ENQUIRIES**

Any enquiries concerning this Policy should be referred to the Service Directors or the Human Resources Coordinator.



## APPENDIX III

### REQUEST FOR ACCOMMODATION FORM

#### IDENTIFICATION

Name of employee \_\_\_\_\_

Empl: #: \_\_\_\_\_

If different, name of person making request: \_\_\_\_\_

Tel: \_\_\_\_\_

#### ACCOMMODATION NEED

*Please describe your request or need*

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*Describe the reason(s) for this need:*

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What is the anticipated minimum length of time this accommodation will be needed?

Permanent      Temporary      MONTHS: \_\_\_\_\_ WEEKS: \_\_\_\_\_ DAYS: \_\_\_\_\_

#### DOCUMENTATION

*Where applicable, the necessary documentation is required before proceeding with this request.  
What type of documentation do you have to support this need?*

---

---

\_\_\_\_\_  
Signature of employee

\_\_\_\_\_  
Date

*Original to be kept in the employee's personnel file*  
c.c.    *Employee Service Director*

## APPENDIX IV

### SELECTION COMMITTEE MEMBER CONFIDENTIALITY STATEMENT

#### Purpose

Information concerning Selection Committee members, employees and job candidates of Kitigan Zibi Anishinabeg is privileged and confidential.

#### Policy

No member of a Selection Committee shall copy, read, discuss or distribute any portions of confidential information to non-members except as is necessary for the execution of their duties as members of the Selection Committee in compliance with the Kitigan Zibi Anishinabeg Human

#### Confidentiality Statement

All matters and information pertaining to Selection Committee members, employees and job candidates of Kitigan Zibi Anishinabeg that have been gained through membership on a Selection Committee must be treated as confidential.

Under no circumstances may confidential information be divulged to non-members of the Selection Committee except as is necessary for execution of the duties of the Selection Committee in compliance with the Kitigan Zibi Anishinabeg Human Resources Policy, as required by law, or as agreed by the Selection Committee member, employee or job candidate.

Under no circumstances will any member of a Selection Committee use any such information to his personal advantage.

#### PLEDGE OF CONFIDENTIALITY

I, \_\_\_\_\_ have read and reviewed the Selection Committee Confidentiality Statement. I understand that all Selection Committee-member, employee and job candidate information to which I may have access is confidential and is not to be communicated except as outlined in the aforementioned statement and where other legal obligations or responsibilities supersede this statement. I know that it is applicable to me while I am a member of the Selection Committee and will remain applicable after my membership.

Furthermore, I, , do affirm that I will not disclose or use for self gain or make known any matter or thing which comes to my knowledge by reason of my membership on the Selection Committee except insofar as is necessary for the execution of my duties or as required by law.

Signed and delivered in the presence of:

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Witness (print)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

## APPENDIX V

### ANNUAL PERFORMANCE REVIEW AND APPRAISAL FORM

#### Employee Information

|                   |  |                    |  |
|-------------------|--|--------------------|--|
| <b>Name</b>       |  | <b>Employee ID</b> |  |
| <b>Job Title</b>  |  | <b>Date</b>        |  |
| <b>Department</b> |  | <b>Supervisor</b>  |  |
| <b>Review</b>     |  | To                 |  |

#### Part A: Self-Assessment

According to you what are the three main duties of your position and rate yourself

| Duty  | 1<br>Poor                | 2<br>Fair                | 3<br>Satisfactory        | 4<br>Good                | 5<br>Excellent           |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments

#### Part B: Assessment of professional skills

This assessment must be completed by the employee and the supervisor

##### *Duties and Responsibilities*

| 1. Work Organization                  | 1<br>Poor                | 2<br>Fair                | 3<br>Satisfactory        | 4<br>Good                | 5<br>Excellent           |
|---------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <i>Is well organized</i>              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Performs appropriate follow up</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Prioritizes duties to perform</i>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Meets deadlines</i>                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Uses time efficiently</i>          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments

| <b>2. Understanding and fulfillment of work</b>                              | <b>1<br/>Poor</b>        | <b>2<br/>Fair</b>        | <b>3<br/>Satisfactory</b> | <b>4<br/>Good</b>        | <b>5<br/>Excellent</b>   |
|--|--------------------------|--------------------------|---------------------------|--------------------------|--------------------------|
| <i>Fully understands their work, duties and responsibilities</i>             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Has all the required knowledge and training to do the work</i>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Can learn and follow instructions and directions</i>                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Carries out and finishes work with precision, quality and consistency</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Prioritizes duties so as to do the work without delay</i>                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Uses resources and tools adequately</i>                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Wants to improve</i>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Shows versatility</i>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| Comments   |                          |                          |                           |                          |                          |

### Part C: Attitude and Ability to Work

| <b>1. Behavior towards work</b>                             | <b>1<br/>Poor</b>        | <b>2<br/>Fair</b>        | <b>3<br/>Satisfactory</b> | <b>4<br/>Good</b>        | <b>5<br/>Excellent</b>   |
|---|--------------------------|--------------------------|---------------------------|--------------------------|--------------------------|
| <i>Is self-confident</i>                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Is always respectful</i>                                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Is proud of their work and acts with professionalism</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Shows Initiative</i>                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Is able to adapt</i>                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Complies with company policies and procedures</i>        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Can manage stress</i>                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Shows flexibility</i>                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Is punctual and present at work</i>                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Can make decisions</i>                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Can work independently</i>                               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |

|                      |                          |                          |                          |                          |                          |
|----------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Can solve issues     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Communicates clearly | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Shows leadership     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comments             |                          |                          |                          |                          |                          |

|   |                          |                          |                           |                          |                          |
|---|--------------------------|--------------------------|---------------------------|--------------------------|--------------------------|
| <b>2. Team work and interpersonal relationships</b> | <b>1<br/>Poor</b>        | <b>2<br/>Fair</b>        | <b>3<br/>Satisfactory</b> | <b>4<br/>Good</b>        | <b>5<br/>Excellent</b>   |
| Maintains good relationship with supervisor         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| Maintains good relationship with whole personnel    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| Has Team Spirit                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| Pays attention to colleagues                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| Can encourage and stimulate staff                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| Shares best practices                               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| Comments  |                          |                          |                           |                          |                          |

## Part D: Specific Duties and Responsibilities

Aspects related to the employee's specific duties and responsibilities

|          |                          |                          |                           |                          |                          |
|----------|--------------------------|--------------------------|---------------------------|--------------------------|--------------------------|
|          | <b>1<br/>Poor</b>        | <b>2<br/>Fair</b>        | <b>3<br/>Satisfactory</b> | <b>4<br/>Good</b>        | <b>5<br/>Excellent</b>   |
| 1.       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| Comments |                          |                          |                           |                          |                          |

## Part E: Improvement Goals

Improvement goals established by the supervisor and employee for the next year

|    |  |
|----|--|
| 1. |  |
|    |  |
| 2. |  |
|    |  |
| 3. |  |
|    |  |

Specify how you will reach these goals

|    |  |
|----|--|
| 1. |  |
|    |  |
| 2. |  |
|    |  |
| 3. |  |
|    |  |

What types of support will the organization give the employee to help reach their goals?

|  |
|--|
|  |
|--|

Overall Performance Rating

|  |
|--|
|  |
|--|

Total rating/205 =

Evaluation

|  |
|--|
|  |
|--|

Additional Comments

|  |
|--|
|  |
|--|

Verification of Review

|  |
|--|
|  |
|--|

*By signing this form, you confirm that you have discussed this review in detail with your supervisor.  
Signing this form does not necessarily indicate that you agree with this evaluation.*

|                      |  |      |  |
|----------------------|--|------|--|
| Employee Signature   |  | Date |  |
| Supervisor Signature |  | Date |  |

*KZA acknowledges the Listuguj Mi'gmaq Government for the use of this Employee Performance Review Form template.*

## APPENDIX VI

## AMENDMENTS BEFORE NEXT RENEWAL

[illegible]





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