



# Human Resources Policy and Procedure Manual

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## 1) INTRODUCTION AND PURPOSE

**1.1)** The Government of Peguis First Nation, elected by its membership, is responsible for programming and service delivery for the benefit of the Band membership it represents and the community of Peguis First Nation.

**1.2)** The Government of Peguis First Nation, as elected officials, is responsible and accountable to the membership of Peguis First Nation. Peguis First Nation, along with its government, receives financial resources from Indigenous Services Canada (formerly Indigenous and Northern Affairs Canada) the Province of Manitoba and through local revenue generation. The government of Peguis First Nation is responsible for the redistribution and reallocation of these resources.

**1.2.1)** Chief and Council, to accomplish its operational mandate hires people resources and is responsible through its Executive Management, to maintain its workforce.

### **1.3) Purpose**

This Human Resources Policy has been written under the authority and guidance of the Chief and Council of Peguis. In concert with the Finance and Governance policies, this policy also draws authority from the Financial Administration Law enacted by Chief and Council in May 2016.

**1.3.1)** The purpose of this policy is ensuring the effective, efficient and transparent use of the people resources available to Peguis and to outline and provide guidance to the employees and management of Peguis on what is and is not acceptable in the Peguis environment.

**1.3.2)** This policy will do this by providing the rules and procedures for managing and employing the people resources available to Peguis, and to convey a part of the tools that will determine how our employees can be expect to be treated.

**1.3.3)** This policy will also serve as the template and guideline to effective and efficient decision making regarding the people resources for Peguis so they can expect a consistent set of rules that govern their environment, a consistent application of this policy, and the procedure contained within it, and a consistent environment and culture in which to work.

## 2) DEFINITIONS AND INTERPRETATIONS

For purposes of this *Human Resources Policy and Procedures Manual*, the following definitions and interpretations will apply:

**Band** refers to the Peguis First Nation Band.

**Chief and Council** refers to the Peguis First Nation leadership consisting of one (1) Chief and six (6) Councillors.

**Member(s) of Council** refers to the Chief or one or more of the six Band Councillors of Peguis First Nation.

**Band Administration** refers to the program directors, manager, coordinators, and administrators of all Peguis Band programs and services to which this policy applies.

**Motion** refers to a means of making a decision through a quorum at a duly convened meeting of issues requiring resolution.

**Band Member** refers to an individual whose name appears on the Peguis First Nation membership list.

**Community Member** refers to an individual who resides in Peguis and not on the Peguis First Nation membership list.

**Immediate Family Member** refers to a spouse, common-law partner, father, mother, the spouse or common-law partner of the father or mother, children, children of the employee's spouse or common-law partner, grandchildren, foster children, brother, sister, grandmother, grandfather, the father and mother of the employee's spouse or common-law partner and their spouse or common-law partner, or other family member permanently residing in the employee's household.

**Extended Family Member** refers to an uncle, aunt, daughter-in-law, son-in-law, niece, nephew, or cousin.

**Common-law partner** refers to a person who has been cohabitating with an individual in a conjugal relationship for at least six months.

**Employer** refers to the Peguis First Nation governance structure and related service organizations, authorities and departments of the Peguis First Nation.

**Employee** refers to an individual who is employed by the Peguis First Nation governance structure and related service organizations, authorities and departments of the Peguis First Nation.

**Full-time employee** refers to an individual who works 40 hours per week and who has been granted full-time status by the employer.

**Probationary Employee** refers to an individual who is hired for a part-time, casual, or full-time position or who has been transferred to a different position, and who has yet to complete the required probationary period of employment being six months.

**Casual Employee** refers to an individual who works in a non-specific position, normally under 18 hours per week, for which no salary can be guaranteed beyond a specified date. Casual employee also refers to an individual who works on an on-call basis for the relief of employees working in a specified position.

**Part-time Employee** refers to an individual who is employed less than 40 hours per week in a specific position.

**Term Employee** refers to an individual who is hired or assigned to fill a specific position for a specific period of time. The term may be either a full-time or part-time term position as outlined in the employment agreement.

**Executive Management** refers to the two senior managers that are employed by Chief and Council, namely the Chief Operating Officer and the Chief Financial Officer.

**Contract Worker** refers to an individual(s) who is hired to perform specific tasks for a specific period of time, as outlined upon conditions of a written contract between the Band and the contractor. Any work performed for the Peguis First Nation while under contract becomes property of Peguis First Nation. Contractors are not entitled to benefits.

**Service** refers to the duties and responsibilities undertaken through casual, part-time, term, or full-time paid employment through regular hours or shift work.

**Essential or Vital Services** is defined as any service facility or activity of the Peguis First Nation that is or will be necessary for the safety or security of the public or a segment of the public.

**Seniority** refers to the total accumulated months of casual, part-time, term, or full-time paid employment.

**Overtime** refers to time worked in excess of the standard hours of work as determined by the provisions of the *Canada Labour Code* or the *Employment Standards Code (Manitoba)*, as applicable.

**Conflict of Interest** refers to, but is not limited to, a personal interest in any matter that is in direct conflict with the duties and responsibilities of an employee.

**Nepotism** refers to the preferential treatment of family members or other individuals by those employed or those with decision-making power.

**Leave of Absence** refers to a permitted absence from work of an employee that is taken with or without pay.

**Suspension** refers to a disciplinary action involving short-term cessation of services imposed for just cause, with or without pay, for a period not normally exceeding thirty (30) days.

**Lay-off** refers to the temporary dismissal of an employee from employment. Lay-offs lasting more than three (3) months may be deemed as termination of employment.

**Indictable Offence** refers to an offence for which the offender may be prosecuted by indictment and which is punishable by imprisonment depending on the enactment.

**Fiscal Year** refers to the period of time from April 1<sup>st</sup> of one year to March 31<sup>st</sup> of the following year.

**Anniversary Year** - refers to the period beginning on the date an employee is hired, or on any anniversary of that date, and ending 12 consecutive months later.

**Personnel Selection Committee** refers to a committee established or appointed by the Human Resources or Program Administration from time to time for purposes of recruiting and hiring employees.

**Religious Belief** refers to a set of beliefs, values, and practices which are grounded in spirituality and based on the convictions of a religion.

**Social Media** refers to forms of electronic communication through which users create online communities to share information, ideas, personal messages, and other content. This includes but is not limited to: Facebook, Twitter, LinkedIn, and Myspace.

**Traditional Belief** refers to long-standing customs, beliefs, and practices, which are considered as either written or unwritten documented parts of history and handed down from previous generations.

**Harassment or violence** refers to any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to an employee.

**Discrimination** refers to differential treatment of an individual or group, which is attributed to their ancestry, race, national or ethnic origin, color, religion, age, sex (including sex-determined characteristics or circumstances, including pregnancy), marital status, gender identity or expression, marital or family status, genetic characteristics, economic status, source of income, political belief, disability, social disadvantage, sexual orientation, or conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered.

**Health care practitioner** means a person lawfully entitled, under the laws of a province, to provide health services in the place in which they provide those services.

**Appeal Committee** means the committee appointed by the Council to be the appeal committee

### **3) MISSION STATEMENT**

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

**3.2)** This policy has been written and is being implemented to assure the values and philosophy embedded in 3.1) above is encompassed in our culture and environment.

### **4) TITLE AND APPLICATION**

**4.1)** This policy is entitled the *Human Resources Policy and Procedures Manual*.

**4.2)** This policy manual applies to all Full-Time and Part-time employees working within a Band organization, institution, or program of the Peguis First Nation community, along with any casual employees.

**4.3)** To ensure consistency in application and expectations, this policy manual will extend to any consultants or third-party contractors hired or contracted- as the case may be- to work for or support the Band.

**4.3.1)** Specifically, and in reference to 4.3) above, section 16) on Respectful Workplace will apply upon signing of the contracts/agreements and prior to the third party entering the Peguis environment.

**4.3.1.1)** Any third party service providers or contractors, especially those that have involvement with PFN staff, will be provided, at the least, a copy of the Respectful Workplace policy referenced in this policy, at most, they will be provided with a copy of this Human Resources Policy in full.

**4.4)** This policy is intended to serve as an umbrella policy for the Band and that it will be applied equally in all departments that support the government and its operations.

**4.4.1)** It is acknowledged there are program differences within the various Band organizations and entities. Therefore, it may be necessary for individual departments to adapt this policy to accommodate their individual program practices and requirements.



4.5) The Chief and Council of the Band are elected officials, as such, this *Human Resources Policy and Procedures Manual* does not apply to them directly, or in its entirety.

4.5.1) Specifically their code of conduct and expectation of them as the leaders and can be found in Peguis First Nation *Governance Policy*.

4.5.2) The part of this *Human Resources Policy and Procedures Manual* that does apply to Chief and Council is Section 16)- Respectful Workplace.

4.5.3) As such, and upon assumption of their term in office, as part of the onboarding process for Chief and Council, they will be provided with a copy of the Respectful Workplace policy.

*This Human Resources Policy and Procedures Manual supersede all previous memoranda and statements as well as prior personnel policies and procedures, including the previous versions of this policy. A master copy of the **Human Resources Policy and Procedures Manual** will be maintained in the main Band office and in every Band program department.*

## 5) ACCOUNTABILITY

5.1) The Chief and Council of the Peguis First Nation shall be responsible and accountable for the overall approval, adoption and implementation of this policy, and will charge its Executive Management with this task.

5.2) The Boards and Committees, in their governance capacity, shall oversee the general administration of this policy for their areas or programs, and the Program Director, Managers or Coordinators.

5.3) The program directors, managers, or coordinators shall be responsible for the daily administration of this policy and to ensure this policy are enforced and that it is properly implemented in their daily activities.

## 6) PAYROLL AND BENEFITS

6.1) All employees of Peguis First Nation, will be paid over the course of twenty-six (26) bi-weekly pay periods. This includes, all classes of employees, including Full time, Part time and Casual staff.

6.2) Contract workers shall be paid according to the terms and conditions outlined in their contract.

6.3) All full-time employees are required to participate in the pension and group insurance benefit plan.

6.3.1) Part-time, casual, and contract workers are not eligible for group insurance and pension benefits.

**6.4)** As part of the Group Insurance Plan, full-time employees are eligible, providing they have medical clearance, or other appropriate documentation, for either Short Term Disability or Long Term Disability benefits.

**6.4.1)** Should an employee be placed on either Short Term or Long Term Disability, that employee will be given the option to continue with their Group Insurance Plan. If they should choose to continue to participate in the Group Insurance Plan, the employee will be responsible for paying for their premiums under the plan in advance of the leave occurring.

**6.5)** *Under no circumstances* will employees be paid in advance of that employee earning their pay for the pay period.

**6.5.1)** Pay advances of any kind are not allowed. The First Nation has partnerships in place that allow for credit of this kind.

## **7) TYPES OF LEAVE**

### **7.1) Vacation (Annual) Leave**

**7.1.1)** The vacation year shall be the same as the fiscal year, or, April 1<sup>st</sup> to March 31<sup>st</sup> each year.

**7.1.2)** To be eligible for annual leave, employees must complete one full year of employment prior to taking their annual leave- which commences on their start date and ending twelve (12) consecutive months later.

**7.1.3)** Vacation leave shall apply to all employees and shall incorporate the probationary period of an employee.

**7.1.4)** Part-time, casual, and term staff, will receive vacation pay each bi-weekly pay period.

**7.1.4.1)** Part time, casual and term staff will not receive annual leave with pay.

**7.1.4.1)** Part time, casual and term staff will not be entitled to receive vacation pay upon termination of employment

### **7.2) Calculation/ Accrual for Vacation (Annual) Leave**

**7.2.1)** All full-time employees are entitled to, after one year of employment, receive, Vacation (Annual) Leave. Vacation (Annual) Leave will be calculated in the following manner:

- Between One (1) and Five (5) years of consecutive employment- all employees will accrue  $1 \frac{1}{4}$  days per calendar month or 15 days, or 3 weeks vacation per year.
- Between six (6) years and ten (10) years of consecutive employment- all employees will accrue  $1 \frac{2}{3}^{\text{rd}}$  days per calendar month or 20 days, or 4 weeks of vacation per year.
- Between eleven (11) and fifteen (15) years of consecutive employment- all employees will accrue  $2 \frac{1}{8}$  days per calendar month or 25 days or 5 weeks vacation per year.
- Greater than sixteen (16) years of consecutive employment- all employees are entitled to accrue vacation at a rate of  $2 \frac{1}{2}$  days per calendar month, or 30 days or 6 weeks of vacation per year.

7.2.2) All Part-time, Casual and Term employees will receive vacation pay on their bi-weekly pay and will be calculated in the following manner:

- One (1) to five (5) years of employment- 6% of their gross hourly rate
- Six (6) to Ten (10) years of employment- 8% of their gross hourly rate
- Eleven(11) to Fifteen (15) years of employment- 10% of their gross hourly rate
- Sixteen (16) years or more of employment- 12% of their gross hourly rate.

### 7.3) General Provisions and Procedures - Vacation (Annual) Leave

- i. All vacation time for employees will only be granted upon the assurance of program Directors that sufficient staffing is in place to carry out duties and responsibilities. Any urgent job requirements must be completed prior to commencement of leave.
- ii. All vacation time must be approved by the Program Director.
- iii. Employees may apply for 5 days of vacation leave after completing six (6) consecutive months of employment within the course of the first year of employment or anniversary date. If approved by Program Director, the time taken will be applied to the first year's vacation entitlement.
- iv. All employees must provide a minimum of two (2) weeks notice for vacation leave and must complete the appropriate forms for leave.

- v. To allow for and to allow all employees the leave they have requested and deserved, although part iv) above is the minimum requirement, all staff are encouraged to request their annual vacation as far in advance as possible, ideally Program Administration would ask for one year in advance.
- vi. Should an observed holiday fall during an employee's vacation time, the employee will be allowed to take the holiday immediately after the planned vacation period, of which adjustments must be made on leave form.
- vii. After the first year of employment, vacation entitlements are generally to be used within the year in which it is earned. Annual leave must begin no later than ten (10) months after completion of each "year of employment" for which the employee became entitled to vacation. The Program Director may, at their discretion, authorize the carryover of five (5) vacation days to the next vacation year. Requests for carryover must be made in writing to the Program Director by the employee at least one month prior to the start of the new fiscal year.
- viii. Employees are encouraged to always use their vacation days. Any accumulated vacation days, other than those referred to in vii) above **will not** be paid to an employee while that employee is employed by the First Nation.
- ix. If at the end of a vacation year, an employee's entitlement to vacation includes a fractional entitlement of between one-half and one full day, the vacation entitlement will be approximated to one-half day of vacation leave.
  - ix.1 An employee may be able to postpone or interrupt vacation in order to take a protected leave of absence as provided for herein. If an employee becomes ill during their vacation, upon notifying the employer and providing the requested medical documentation, the employee may be permitted to use paid sick days available from their bank instead of vacation days.
- x. Directors, Managers, and/or Coordinators performing management duties shall make requests for leave through their respective Boards or Committees, followed by notification of such leave to Chief Operating Officer, Human Resource, and Finance Manager.
- xi. On request of the employee, the employer will inform the employee of employment, training, or promotion opportunities that arise during their period of vacation leave.
- xii. This policy may be amended to accommodate changes in applicable provincial or federal legislation concerning vacation leave.
- xiii. Upon end of employment, any annual vacation pay owing will be paid to the employee.

#### 7.4) Sick Leave

7.4.1) All employees who have worked three (3) consecutive months with the same Band program employer shall be eligible for paid sick leave.

7.4.2) Sick leave shall accumulate rate of 1 ¼ days per month, or fifteen (15) days per fiscal year, to be used when the employee is unable to perform his/her duties due to illness or injury.

7.4.3) Paid sick leave shall not extend beyond fifteen (15) days per fiscal year.

7.4.4) Any employee that is off work due to illness for three (3) consecutive days, or more, and should they wish to take the time off with pay, shall require a letter (note) from a qualified health care professional (medical doctor) indicating such time off is necessary.

7.4.5) Aside from General Provision and Procedure iv) below, should an employee exceed their allotment of paid sick leave in one fiscal year, that employee will be required to use their annual leave (if there is any remaining) for that time and until their annual leave entitlement is exhausted.

7.4.6) All employees are eligible for up to 17 weeks of *unpaid* leave for personal illness or injury, organ or tissue donation or medical appointments during work hours.

7.4.7) In the event employees are forced to be off work for an illness, and would otherwise be available for work and that employee would be able to come to work daily, but for the overall health and safety of the remainder of the workforce, that staff member will receive time off with full pay. This time off will not be considered to be sick leave of any kind.

7.4.6.1) Said employee will also be provided with the tool necessary to perform and discharge their work-related responsibilities at home, should they require them.

7.4.8) Should an employee be injured or fall ill at work, while performing their responsibilities and discharging their duties, and if there is medical certification requiring the employee to be off work for a period of time, that employee shall receive pay for their time away in an amount that follows the guidelines and rules as set out by the Worker's Compensation Board of Manitoba.

7.4.9) Any accumulated or unused sick leave will not be paid to an employee at the end of their employment, even if the end of employment is involuntary.

7.4.10) Due to having a health and safety workplace, we encourage all employees to get vaccinated so other employees are not at risk.

**7.4.11)** If an employee becomes ill with Covid-19 or any related variant and the employee is not vaccinated, and then they will be required to use their Sick leave with pay. As stated (7.4.5) above, once the 15 sick days are exhausted, then annual days will apply to this leave.

**7.4.12)** For employees who are vaccinated and are named a contact, they will be required to isolate as per Health and marked as Other Leave – Isolation. This leave will be with pay and depending how long Health determines the isolation duration.

#### **7.5) General Provisions and Procedures - Sick Leave**

- i. All sick leaves must be approved by the Program Director.
- ii. All employees must complete the appropriate forms for leave.
- iii. An employee who must be absent from work due to illness or injury must make every effort to report to the employer through their immediate supervisor, or if not their immediate supervisor, the Program Director, prior to the start of the day or within the first hour of work of that day, when possible.
- iv. Once the employee's fifteen (15) sick days are exhausted, short-term and long-term disability may come into effect. In this case, it will be the responsibility of the employee to apply for disability benefits.
  - iv.i A doctor's certificate is required when applying for short-term benefits. The wait period for any disability claim may be applied to other leave entitlements.
- v. At the employee's written request, paid vacation days may be used during the period of absence once paid sick days are exhausted.
- vi. Employees who have accumulated sick days will not be allowed to use those days as leisure time off. Misuse of sick leave may result in discipline, up to and including dismissal.
- vii. The employer may not lay-off, dismiss, suspend, demote, or discipline any employee because of absence due to illness or injury, and the employer may not take such an absence into account in any decision to promote or train the employee.
- viii. Upon an employee's return from leave, should the employee be unable to perform the duties required of their regular position due to the nature of the employee's illness or injury, the employer will make reasonable accommodations for the employee, unless doing so would amount to an undue hardship for the employer.

- i. *For example, an employer may assign to a different position, with different terms and conditions of employment, any employee who, after a medical leave of absence, is unable to perform the work performed by the employee prior to the absence.*
- ix. The pension, health and disability benefits and the seniority of an employee who is absent from work due to medical leave shall accumulate during the entire period of the medical leave of absence.
- x. Where the employer pays contributions in respect of pension, health and disability benefits and the employer must continue to pay those contributions during an employee's medical leave of absence, unless the employee does not pay the employee's contributions, if any, within a reasonable time.
- xi. If an employee does not qualify for paid sick leave, the employee may request sick leave without pay.
- xii. On request of the employee, the employer will inform the employee of employment, training, or promotion opportunities that arise during extended sick leave.
- xiii. This policy may be amended to accommodate changes in provincial/federal legislation concerning sick leave.

## **7.6) Personal Leave**

**7.6.1)** All employees are entitled to up to five (5) days of leave per year to treat their illness or injury, carry out responsibilities related to the health or care of any of their family members, carry out responsibilities related to the education of any of their family members who are under 18 years of age, addressing any urgent matter concerning themselves or their family members, attending their citizenship ceremony, or any other reason prescribed by regulation.

**7.6.1.1)** The first three (3) days of personal leave are paid for employees with at least three (3) months' of continuous employment.

**7.6.2)** In relation to the request for personal leave, the employer may, in writing and no later than 15 days after the employee returns to work, request that the employee provide documentation to support the reasons for the leave.

**7.6.2.1)** The employee must provide that documentation if it is reasonably practicable for them to do so.

**7.6.3)** Personal leave shall lapse at the end of each year.

#### **7.6.4) General Provisions and Procedures - Personal Leave**

- i. Personal leave must approved by the program administration.
- ii. All employees must complete the appropriate forms for leave.
- iii. A signed certificate (medical letter) is required upon return for personal leave due to medical-related reasons.
- iv. Employees who have unused personal leave will not be allowed to use those days as leisure time off.
- v. If an employee exceeds personal leave, other forms of leave credits (e.g. vacation) will be considered and may be applied at the request of the employee, subject to the discretion of the administration.
- vi. Accumulation of personal leave days will not be paid out upon termination of employment.

#### **7.7) Maternity Leave**

**7.7.1)** Providing an employee has a certificate from an appropriate health care practitioner, an employee shall be entitled to a maximum of seventeen (17) weeks unpaid maternity leave.

**7.7.2)** The 17-week maternity leave may be taken any time during the period that begins 13 weeks before the expected due date of the child, and ends seventeen (17) weeks after the actual delivery date of the child.

**7.7.2.1)** Should the newborn child be hospitalized during the period of the seventeen (17) weeks after the delivery date, the period shall be extended by the number of weeks during which the child is hospitalized, and shall not extend beyond 52 weeks.

**7.7.3)** Should the employee give birth after her due date, she shall be entitled to an additional leave period equivalent to the number of overdue days from when she gives birth.

#### **7.8) General Provisions and Procedures - Maternity Leave**

- i. All employees must complete the appropriate forms for leave.
- ii. All employees must provide a minimum of at least four (4) weeks' written notice when applying for maternity leave and two (2) weeks written notice, if returning to work earlier than the planned return date, unless there is a valid reason for not doing so, in which case the employee must provide written notice as soon as possible.



- iii. Maternity leave must be approved by program administration.
- iv. All employees must request one (1) week in advance for extension of maternity leave, unless there is a valid reason for not doing so.
- v. The pension, health and disability benefits and the seniority of an employee who is absent from work due to maternity leave shall accumulate during the entire period of the leave of absence.
- vi. Where the employer pays contributions in respect of pension, health and disability benefits and the employer must continue to pay those contributions during an employee's maternity leave of absence, unless the employee does not pay the employee's contributions, if any, within a reasonable time.
- vii. The employer may not lay-off, dismiss, suspend, demote, or discipline any employee because of absence due to maternity leave, and the employer may not take such an absence into account in any decision to promote or train the employee.
- viii. Where an employee returns to work upon taking maternity leave, she shall be reinstated to her former position, or in a comparable position in the same location and with the same wages and benefits that she held prior to the commencement of maternity leave.
- ix. If, during the leave period, the wages and benefits of a group of employees are reduced as part of a reorganization plan, an employee who is reinstated in that group or program will be subject to a wage reduction as well. If, during the leave period, the wages and benefits for the employee's group are increased, the employee would be entitled to the increases upon return to work.
- x. On request of the employee, the employer will inform the employee of employment, training, or promotion opportunities that arise during their period of maternity leave.
- xi. This policy may be amended to accommodate changes in provincial/federal legislation concerning maternity leave.

#### **7.9) Maternity-Related Reassignment and Leave**

**7.9.1)** If for any reason, continuing any of her current job functions poses a risk to her health, or the health of her unborn child or new born child, an employee who is pregnant or nursing may make a written request for modification or reassignment of duties during the period from the beginning of the pregnancy to the end of the twenty-fourth week following the birth.

**7.9.2)** The request for maternity-related leave must be accompanied by a certificate from a health care practitioner of the employee's choice indicating how long the risk is likely to last and what activities or conditions should be avoided in order to eliminate the risk.

**7.9.3)** The employer shall examine the request in consultation with the employee and, where reasonably practicable, modify the employee's job functions or reassign her.

**7.9.4)** The employee who has made a request is entitled to continue in her job while the employer examines her request, but if the risk posed by continuing any of her job functions so requires, she is entitled to and shall be granted a leave with pay while the employer either modifies her job functions, reassigns her, or informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

**7.9.5)** In the event that job modification or reassignment is not reasonably practicable, the employer is responsible to show that a modification of job functions or a reassignment is not possible and shall inform the employee in writing.

**7.9.5.1)** In such circumstances, the employee will be entitled to an unpaid leave of absence for the duration of the risk as indicated in the certificate.

**7.9.6)** An employee whose job functions have been modified, or who has been reassigned, shall be deemed to continue to hold the same job at the time of the making the request and shall continue to receive the same wages and benefits assigned to that job.

**7.9.7)** An employee who is pregnant or nursing is entitled to an unpaid leave of absence during the period from the beginning of the pregnancy to the end of the twenty-fourth week following the birth, if she provides the employer with a medical certificate that indicates that she is unable to work by reason of the pregnancy or nursing, and further indicates the duration of that inability.

**7.10) General Provisions and Procedures - Maternity-Related Reassignment and Leave**

- i. All employees must complete the appropriate forms for leave.
- ii. Maternity-related leave must be approved by program administration.
- iii. All employees must request at least two (2) weeks in advance for maternity-related leave, when possible.
- iv. An employee whose job functions have been modified, who has been reassigned or who is on a leave of absence shall give at least two weeks' notice in writing to the employer of any change in the duration of the risk or the inability as indicated in the certificate issued by a health care practitioner, unless there is a valid reason why that notice cannot be given, and the notice must be accompanied by a new certificate.

- v. The pension, health and disability benefits and the seniority of an employee who is absent from work due to maternity-related leave shall accumulate during the entire period of the maternity-related leave of absence. Where the employer pays contributions in respect of pension, health and disability benefits and the employer must continue to pay those contributions during an employee's leave of absence, unless the employer does not pay the employee's contributions, if any, within a reasonable time.
- vi. The employer may not lay-off, dismiss, suspend, demote, or discipline any employee because of absence due to maternity-related leave, and the employer may not take such an absence into account in any decision to promote or train the employee.
- vii. Where an employee returns to work upon taking maternity-related leave, she shall be reinstated to her former position, or in a comparable position in the same location and with the same wages and benefits she held prior to the commencement of maternity-related leave.
- viii. If, during the leave period, the wages and benefits of a group of employees are reduced as part of a reorganization plan, an employee who is reinstated in that group or program will be subject to a wage reduction as well. If, during the leave period, the wages and benefits for the employee's group are increased, the employee would be entitled to the increases upon return to work.
- xii. On request of the employee, the employer will inform the employee of employment, training, or promotion opportunities that arise during their period of maternity-related leave.
- xiii. This policy may be amended to accommodate changes in provincial/federal legislation concerning maternity-related leave.

#### **7.11) Parental Leave**

**7.11.1)** All employees who have become a natural or adoptive parent, shall be entitled to a maximum of sixty-three (63) weeks of unpaid parental leave, which must be taken during the 78-week period after the child is born or comes into the employee's care.

**7.11.2)** Parental leave can be shared by two employees, (mother and father or same sex partners), either simultaneously or one after the other.

**7.11.2.1)** The collective period of unpaid leave with respect to the same birth shall not exceed 71 weeks, and the amount of leave that may be taken by one employee must not exceed 63 weeks.

**7.11.2.2)** If a child is hospitalized within the first seventy-eight (78) weeks of birth or coming into care of the employee, the employee may have their leave extended by the number of weeks during which the child is hospitalized, for a period not exceeding 104 weeks.

**7.11.3)** Employees are eligible to take both maternity and parental leave.

**7.11.3.1)** The aggregate amount of leave that may be taken by more than one employee in respect of the same birth shall not exceed 86 weeks, and the aggregate amount of leave that may be taken by one employee in respect of the same birth shall not exceed 78 weeks.

**7.12) General Provisions and Procedures - Parental Leave**

- i. Parental leave must be approved by program administration.
- ii. All employees must complete the appropriate forms for leave.
- iii. All employees must provide a minimum of four (4) weeks' written notice when applying for parental leave, unless there is a valid reason for not doing so, in which cases the employee must notify the employer in writing as soon as possible. This notice must advise the employer of the intended length of leave.
- iv. In the event that a child is placed under the employee's custody, care, and control (foster/grandchildren), the employee may request parental leave, which will be placed for review and consideration by program administration.
- v. The pension, health and disability benefits and the seniority of an employee who is absent from work due to parental leave shall accumulate during the entire period of the leave of absence. Where the employer pays contributions in respect of pension, health and disability benefits and the employer must continue to pay those contributions during an employee's parental leave of absence, unless the employee does not pay the employee's contributions, if any, within a reasonable time.
- vi. The employee may end her or his parental leave early by giving the employer notice in writing at least two weeks before the date of return.
- vii. The employer may not lay-off, dismiss, suspend, demote, or discipline any employee because of absence due to parental leave, and the employer may not take such an absence into account in any decision to promote or train the employee.
- viii. Where an employee returns to work upon taking parental leave, she/he shall be reinstated to her/his former position, or in a comparable position in the same location, she/he held prior to the commencement of parental leave.
- ix. If, during the leave period, the wages and benefits of a group of employees are reduced as part of a reorganization plan, an employee who is reinstated in that group or program will be subject to a wage reduction as well. If, during the leave period, the wages and benefits for the employee's group are increased, the employee would be entitled to the increases upon return to work.

- x. On request of the employee, the employer will inform her/him of employment, training, or promotion opportunities that arise during their period of parental leave.
- xi. This policy may be amended to accommodate changes in provincial/federal legislation concerning parental leave.

**7.13) Bereavement Leave**

**7.13.1)** In the event a member of an employee's immediate family passes away, that employee shall be entitled to take a leave for bereavement.

**7.13.2)** Bereavement leave shall be granted in the amount of up to three (3) days of paid leave, and that employee may take an additional two (2) days of unpaid leave.

**7.13.3)** Bereavement leave shall include the day of the funeral and any travel days that might be necessary to attend the funeral service.

**7.13.4)** To be eligible for bereavement leave above, employees must have completed three (3) consecutive months of employment. This includes funeral day and travel time.

**7.13.4)** In the event a member of an employee's immediate family passes away, and should that employee not yet have completed three (3) months of consecutive employment, that employee will allowed to take up to five (5) days leave of absence without pay for bereavement leave.in the event of a death within the immediate family.

**7.14) General Provisions and Procedures - Bereavement Leave**

- i. Bereavement leave must be approved by program administration.
- ii. Bereavement leave must be taken during the period that begins on the day on which the death occurs and ends six weeks after the latest of the days on which any funeral, burial or memorial service of that immediate family member occurs.
- iii. The leave of absence may be taken in one or two periods. The employer may require that any period of leave be of not less than one day's duration.
- iv. All employees must complete the appropriate forms for leave.
- v. Other requests will be considered with respect to a death of an extended family members.
- vi. Should additional leave beyond the five days be requested, other leave will be considered and may be approved at the discretion of program administration.

### **7.15) Compassionate Care Leave**

**7.15.1)** To provide care and support to a family member that is (gravely) ill, an employee may take up to twenty-eight (28) weeks of unpaid compassionate care leave.

**7.15.2)** A certificate is required from a health care practitioner stating the employee's family member has a serious medical condition with a significant risk of death within the above noted time frame.

**7.15.3)** This leave of absence may only be taken during the period between the first day of the week in which the certificate is issued.

**7.15.4)** If the leave commenced before the certificate was issued, the first day of the week in which the certificate was valid, and the last day of the week in which the family member dies.

**7.15.5)** The twenty-eight (28) weeks of compassionate care leave may be shared by two or more employees.

**7.15.5.1)** In regards to a same family member, Compassionate Care leave be taken by two or more employees in the same family, however, the shared leave must not exceed 28 weeks in the period referred to above.

### **7.16) General Provisions and Procedures - Compassionate Care Leave**

- i. Compassionate care leave will be granted and approved by program administration.
- ii. All employees must complete the appropriate forms for leave.
- iii. If an employee has taken critical care leave, no compassionate care leave may be taken until the end of the critical care leave in respect of the same ill family member.
- iv. All employees must provide a minimum of two (2) weeks notice, if possible, when applying for compassionate care leave
- v. All employees must provide a minimum of forty-eight (48) hours notice of expected return to work.
- vi. The pension, health and disability benefits and the seniority of an employee who is absent from work due to compassionate care leave shall accumulate during the entire period of the leave of absence. Where the employer pays contributions in respect of pension, health and disability benefits, and the employer must continue to pay those contributions during an employee's leave of absence, unless the employee does not pay the employee's contributions, if any, within a reasonable time.

- vii. The employer may not lay-off, dismiss, suspend, demote, or discipline any employee because of absence due to compassionate care leave, and the employer may not take such an absence into account in any decision to promote or train the employee.
- viii. Where an employee returns to work upon taking compassionate care leave, she/he shall be reinstated to her/his former position, or in a comparable position in the same location, with the same wages and benefits, she/he held prior to the commencement of the leave.
- ix. If, during the leave period, the wages and benefits of a group of employees are reduced as part of a reorganization plan, an employee who is reinstated in that group or program will be subject to a wage reduction as well. If, during the leave period, the wages and benefits for the employee's group are increased, the employee would be entitled to the increases upon return to work.
- x. On request of the employee, the employer will inform the employee of employment, training, or promotion opportunities that arise during their period of compassionate care leave.
- xi. This policy may be amended to accommodate changes in provincial/federal legislation concerning compassionate care leave.

#### **7.17) Critical Illness Leave**

**7.17.1)** An employee who has a family member that is a critically ill child, shall be entitled to and may be granted an unpaid leave of absence from employment of up to thirty-seven (37) weeks to provide care and support for that child.

**7.17.2)** In the event of 7.17.1) above, a health care practitioner must issue a certificate that states that the child is critically ill and requires the care or support of one or more of their family members.

**7.17.2.1)** The certificate must set out the period during which the child requires that care or support.

**7.17.3)** An employee who has a family member that is critically ill adult is entitled to and may be granted an unpaid leave of up to seventeen (17) weeks in order to care for or support that adult.

**7.17.4)** In the event of 7.17.3) above, a health care practitioner must issue a certificate that states the adult family member is critically ill and requires the care or support of one or more of their family members.

**7.17.4.1)** The certificate must set out the period during which the adult requires that care or support.

**7.17.5)** The period during which the employee may take a leave of absence shall begin on the first day of the week from which the medical certificate is issued or on the day that the medical practitioner certifies that the child or adult is critically ill.

**7.17.5.1)** The period shall end on the last day of the week in which the child or adult dies, or the expiry of fifty-two (52) weeks following the first day of the week of entitlement.

**7.17.6)** The critical illness leave entitlement may be shared by two or more qualified employees with respect to the same child or adult.

**7.17.6.1)** The aggregate amount of critical illness leave that may be shared by two or more employees in respect of the same child must not exceed the thirty-seven (37) weeks.

**7.17.6.2)** The aggregate amounts of critical illness leave that may be share by two or more employees in respect of the same adult must not exceed seventeen (17) weeks.

**7.18) General Provisions and Procedures - Critical Illness Leave**

- i. Leaves must be approved by program administration.
- ii. All employees must complete the appropriate forms for leave.
- iii. The pension, health and disability benefits and the seniority of an employee who is absent from work due to leave related to critical illness shall accumulate during the entire period of the leave of absence. Where the employer pays contributions in respect of pension, health and disability benefits, and the employer must continue to pay those contributions during an employee's leave of absence, unless the employee does not pay the employee's contributions, if any, within a reasonable time.
- iv. The employer may not lay-off, dismiss, suspend, demote, or discipline any employee because of absence due to critical illness, and the employer may not take such an absence into account in any decision to promote or train the employee.
- v. Where an employee returns to work upon taking this leave, she/he shall be reinstated to her/his former position, or in a comparable position in the same location, with the same wages and benefits, she/he held prior to the commencement of the leave.
- vi. If, during the leave period, the wages and benefits of a group of employees are reduced as part of a reorganization plan, an employee who is reinstated in that group or program will be subject to a wage reduction as well. If, during the leave period, the wages and benefits for the employee's group are increased, the employee would be entitled to the increases upon return to work.



- vii. On request of the employee, the employer will inform the employee of employment, training, or promotion opportunities that arise during their period of leave.
- viii. This policy may be amended to accommodate changes in provincial/federal legislation concerning leave related to critical illness.

#### **7.19) Leave Related to Death or Disappearance**

**7.19.1)** An employee may be granted an unpaid leave of absence from employment of up to one hundred four (104) weeks if the employee is the parent of a child who has died and it is probable or has been proven that the death of the child is a result of a crime.

**7.19.2)** An employee shall be granted a leave of absence from employment of up to fifty-two (52) weeks if the employee is the parent of a child who has disappeared and it is probable or has been proven that the disappearance of the child is a result of a crime.

**7.19.3)** An employee *is not* entitled to a leave of absence if the employee is charged with the crime or it is probable, under the circumstances, that the child was a party to the crime.

**7.19.4)** The period during which the employee may take a leave for death or disappearance shall begin on the day the death or disappearance occurs and end 104 weeks after the day on which the death or disappearance occurred; or 52 weeks after the day on which the disappearance occurred.

**7.19.5)** In the case of a child who disappears, and is subsequently found, the leave of absence will end fourteen (14) days after the day on which the child is found (with respect to the 52-week period) or 104 weeks after the day on which the disappearance occurs if the child is found deceased.

**7.19.6)** The leave entitlement may be shared by two or more qualified employees (parents) with respect to the same death or disappearance of a child(ren) but must not exceed an aggregate total of one hundred four (104) weeks in the case of death or fifty-two (52) weeks in the case of a disappearance.

#### **7.20) General Provisions and Procedures - Leave Related to Death or Disappearance**

- i. Leaves must be approved by program administration, more specifically the Program Director.
- ii. All employees must complete the appropriate forms for leave.

- iii. The pension, health and disability benefits and the seniority of an employee who is absent from work due to leave related to death or disappearance shall accumulate during the entire period of the medical leave of absence. Where the employer pays contributions in respect of pension, health and disability benefits, and the employer must continue to pay those contributions during an employee's leave of absence, unless the employee does not pay the employee's contributions, if any, within a reasonable time.
- iv. The employer may not lay-off, dismiss, suspend, demote, or discipline any employee because of absence due to death or disappearance, and the employer may not take such an absence into account in any decision to promote or train the employee.
- v. Where an employee returns to work upon taking this leave, she/he shall be reinstated to her/his former position, or in a comparable position in the same location, with the same wages and benefits, she/he held prior to the commencement of the leave.
- vi. If, during the leave period, the wages and benefits of a group of employees are reduced as part of a reorganization plan, an employee who is reinstated in that group or program will be subject to a wage reduction as well. If, during the leave period, the wages and benefits for the employee's group are increased, the employee would be entitled to the increases upon return to work.
- vii. On request of the employee, the employer will inform the employee of employment, training, or promotion opportunities that arise during their period of leave.
- viii. This policy may be amended to accommodate changes in provincial/federal legislation concerning leave related to death or disappearance.

#### **7.21) Educational and Professional Development Leave**

**7.21.1)** After three (3) consecutive years of employment an employee may be eligible to apply for unpaid education leave of varying periods, depending on length of program, to attend a recognized training institution that directly relates to the employee's employment. The granting of such leave is purely at the discretion of the employer.

**7.21.2)** Educational leave can be renewed at the employer's discretion or by mutual agreement with employee. If such leave is granted, the employee shall be committed to return to work for a minimum of time equal to that, which was granted for her/his education leave without penalty or loss of seniority to employment.

**7.21.3)** All full-time employees shall be eligible to apply for paid leave to attend professional development days to attend workshops, conferences, modular training or short-term training sessions that directly relates to the employee's employment, pending budgetary restrictions.

**7.21.4)** Professional Development Leave may only be approved by the Program Director and only if the professional development program and associated education will provide benefit to the First Nation, and the employee's program.

**7.22) General Provisions and Procedures - Educational and Professional Development Leave**

- i. Educational and Professional leave must be approved by program administration.
- ii. All employees applying for education leave must produce a written letter of acceptance that indicates they have been accepted to a program offering a certificate, diploma, or degree from a recognized educational institution.
- iii. All employees must complete the appropriate forms for leave.
- iv. All employees must provide a minimum of four (4) weeks notice when applying for educational or professional development leave, if possible.
- v. All employees on educational leave will be eligible to apply for financial sponsorship through the local student education office.

**7.23) Leave for Victims of Family Violence**

**7.23.1)** An employee who is the victim of family violence or who is the parent of a child that is the victim of family violence is entitled to:

- (i) up to 10 days of leave in a calendar year which the employee may take intermittently or in one continuous period, and
- (ii) up to 17 weeks to be taken in one continuous period.

**7.23.1.1)** The purpose of the leave will be to seek medical attention for themselves or their child in respect of a physical or psychological injury. The medical attention may be including, but not be limited to;

- obtaining services from an organization which provides services to victims of family violence
- obtaining psychological or other professional counselling,
- to relocate temporarily or permanently
- to seek legal or law enforcement assistance
- to prepare for or participate in any civil or criminal legal proceeding
- or to take any other measures prescribed by regulation.

**7.23.2)** The first five (5) days of leave are paid for employees with at least 3 months or 90 days of service.

**7.23.3)** Should an employee be charged with an offence related to an act of family violence, or if it is probable, considering the circumstances, that the employee committed that act, that employee *will not be* entitled to leave for victims of family violence.

**7.23.4)** The employer may, in writing, and no later than 15 days after an employee's return to work, request the employee provide documentation to support the reasons for the leave.

**7.23.4.1)** The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

**7.24) General Provisions and Procedures - Leave for Victims of Family Violence**

- i. Leaves must be approved by program administration.
- ii. All employees must complete the appropriate forms for leave.
- iii. The pension, health and disability benefits and the seniority of an employee who is absent from work due to leave related to domestic violence shall accumulate during the entire period of the leave of absence. Where the employer pays contributions in respect of pension, health and disability benefits, and the employer must continue to pay those contributions during an employee's leave of absence, unless the employee does not pay the employee's contributions, if any, within a reasonable time.
- iv. The employer may not lay-off, dismiss, suspend, demote, or discipline any employee because of absence due to domestic violence, and the employer may not take such an absence into account in any decision to promote or train the employee.
- v. Where an employee returns to work upon taking this leave, she/he shall be reinstated to her/his former position, or in a comparable position in the same location, with the same wages and benefits, she/he held prior to the commencement of the leave.
- vi. If, during the leave period, the wages and benefits of a group of employees are reduced as part of a reorganization plan, an employee who is reinstated in that group or program will be subject to a wage reduction as well. If, during the leave period, the wages and benefits for the employee's group are increased, the employee would be entitled to the increases upon return to work.
- vii. On request of the employee, the employer will inform the employee of employment, training, or promotion opportunities that arise during their period of leave.
- viii. This policy may be amended to accommodate changes in provincial/federal legislation concerning leave related to domestic violence.

**7.25) Other Types of Leave**

**7.25.1) Leave for Elections**

**7.25.1.1) Local Band Elections**

The Band Office and All Band Departments shall remain open for a full day during Band Elections.

**7.25.1.2)** If an employee is nominated and accepts the nomination for Chief and Council that employee shall be allowed to continue to work, however have the option of taking a leave of absence two weeks prior to the election date, and may be without pay or the employee may request to use vacation time.

**7.25.1.3)** Under no circumstances will campaigning during an election be allowed during working hours *and* inside the office environment.

**7.25.1.4)** All essential and/or retail service employees who are required to work on this day and who are eligible to vote in an election shall be granted leave with pay for three (3) consecutive hours to cast their vote prior to the closing time of the polls on polling day.

**7.25.1.5) Federal and Provincial Elections**

**7.25.1.5.1)** All employees who are eligible to vote in a Federal or Provincial general election will be granted leave with pay for three (3) consecutive hours to cast their vote prior to the closing time of the polls on polling day.

**7.26) General Provisions and Procedures - Leave for Elections**

- i. If an employee is elected as Chief or Councillor of Peguis First Nation, the employee will then be required to resign her/his position, which shall become effective on the day that employee takes office.
- ii. Employers may grant leave through a process of staggering employees for voting, as necessary.

### **7.27.1) Judicial Leave**

**7.27.1.1)** All employees shall be eligible for a leave of absence to serve on jury, to attend court by subpoena or summons, participate in a jury selection process, or to attend as a witness in any court proceeding for the time required.

### **7.28) General Provisions and Procedures - Judicial Leave**

- i. All employees must complete the appropriate forms for leave. Where applicable, the employee shall attach a copy of the subpoena to the leave form.
- ii. Employees will be required to submit the standard leave form to appear in court. Leave for court will not be paid leave.
- iii. Leaves must be approved by program administration.
- iv. The pension, health and disability benefits and the seniority of an employee who is absent from work due to judicial shall accumulate during the entire period of the leave of absence. Where the employer pays contributions in respect of pension, health and disability benefits, and the employer must continue to pay those contributions during an employee's leave of absence, unless the employee does not pay the employee's contributions, if any, within a reasonable time.
- v. The employer may not lay-off, dismiss, suspend, demote, or discipline any employee because of absence due to judicial leave, and the employer may not take such an absence into account in any decision to promote or train the employee.
- vi. Where an employee returns to work upon taking this leave, she/he shall be reinstated to her/his former position, or in a comparable position in the same location, with the same wages and benefits, she/he held prior to the commencement of the leave.
- vii. If, during the leave period, the wages and benefits of a group of employees are reduced as part of a reorganization plan, an employee who is reinstated in that group or program will be subject to a wage reduction as well. If, during the leave period, the wages and benefits for the employee's group are increased, the employee would be entitled to the increases upon return to work.
- viii. On request of the employee, the employer will inform the employee of employment, training, or promotion opportunities that arise during their period of leave.
- ix. This policy may be amended to accommodate changes in provincial/federal legislation concerning leave related to judicial leave.

### 7.29.1) Religious or Traditional Leave

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

**7.29.1.2)** An employee who is participating in traditional activities as part of professional development, will be excluded from this part of the policy.

**7.29.1.3)** An Indigenous employee (Indian, Inuit, or Metis) who has been continuously employed for 3 months may take five (5) unpaid days per calendar year to hunt, fish, harvest or engage in any other traditional Indigenous practice prescribed by regulation.

**7.29.1.4)** For the purpose of this policy, religious and traditional leave is based on the following definition of beliefs:

**Religious belief** refers to a set of beliefs, values, and practices which are grounded in spirituality and based on the convictions of a religion.

**Traditional belief** refers to long-standing customs, beliefs, and practices, which are considered as either written or unwritten documented parts of history and handed down from previous generations.

### 7.30) General Provisions and Procedures - Religious or Traditional Leave

- i. Religious or traditional leave must be approved by program administration.
- ii. All employees must complete the appropriate forms for leave, with the exception of those employees participating in professional development activities.
- iii. All employees must provide the employer with at least two (2) weeks notice when applying for religious or traditional leave, when leave is not a part of professional development.

#### 7.31.1) Reservist Leave

**7.31.1.1)** An employee who is a member of the reserve forces of Canada and has completed at least three (3) consecutive months of continuous employment is entitled to a leave of absence to take part in the following operations or activities:

- (a) An operation in Canada or abroad — including preparation, training, rest or travel from or to the employee's residence — that is designated by the Minister of National Defense;
- (b) An activity prescribed by regulation;
- (c) Canadian Armed Forces military skills training;

- (d) Training, duties, or service for which they are ordered or called out for under the National Defence Act; or
- (e) Treatment, recovery or rehabilitation in respect of a physical or mental health problem that results from service in an operation or activity referred to above.

**7.31.1.2)** Reservist leave taken by an employee can total no more than 24 months in any 60-month period.

**7.32) General Provisions and Procedures - Reservist Leave**

- i. Leaves must be approved by program administration.
- ii. All employees must complete the appropriate forms for leave.
- iii. An employee who takes reservist leave shall give at least four (4) weeks' written notice to the employer before the day on which the leave is to begin and inform the employer of the length of the leave, unless there is a valid reason for not doing so, in which case the employee must notify the employer as soon as it is practicable to do so.
- iv. Unless there is a valid reason for not doing so, an employee must notify the employer of any change in the length of the leave at least four weeks before (i) the new day on which the leave is to end, if the employee is taking a shorter leave, or (ii) the day that was most recently indicated for the leave to end, if the employee is taking a longer leave.
- v. The employer may request proof that a reservist leave of absence is required, in which case the employee must provide that proof within three weeks after the day on which the leave begins, unless there is a valid reason for not doing so.
- vi. The seniority of an employee who takes reservist leave shall accumulate during the leave.
- vii. At the end of the leave of absence, the employer shall reinstate the employee in the position that the employee occupied on the day before the day on which the leave begins, or in a comparable position with the same wages and benefits and in the same location.
- viii. If an employee is not able to perform the functions of the position that they occupy before the leave begins — or those of a comparable position, with the same wages and benefits and in the same location — the employer may assign them to a position with different terms or conditions of employment.
- ix. The employer may not lay-off, dismiss, suspend, demote, or discipline any employee because of absence due to reservist leave, and the employer may not take such an absence into account in any decision to promote or train the employee.



- x. If, during the leave period, the wages and benefits of a group of employees are reduced as part of a reorganization plan, an employee who is reinstated in that group or program will be subject to a wage reduction as well. If, during the leave period, the wages and benefits for the employee's group are increased, the employee would be entitled to the increases upon return to work.
- xi. This policy may be amended to accommodate changes in provincial/federal legislation concerning leave related to reservist leave.

**7.33.1) Leave for Personal Development & Therapy/EAP**

**7.33.1.1)** In a situation where a full-time employee is unable to continue satisfactorily in the performance of his/her duties due to a work-related illness such as emotional stress or burnout, or addiction/dependency not covered by the Drug Policy, therapeutic leave of this nature will be considered on a discretionary, individual basis. The circumstances of each individual will be considered whether it includes leave with pay, without pay, or a combination of both and shall be granted subject to the following conditions:

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

**7.34) General Provisions and Procedures - Personal Development & Therapy/EAP**

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

## 8) STATUTORY HOLIDAYS

8.1) All employees shall be entitled to the following nine general holidays with pay:

New Year's Day.....	January 1 <sup>st</sup>
Family Day .....	Third Monday of February
Good Friday.....	Friday before Easter Sunday
Victoria Day.....	Third Monday in May
Canada Day.....	July 1 <sup>st</sup>
Labour Day.....	First Monday in September
Thanksgiving Day.....	Second Monday in October
Remembrance Day.....	November 11 <sup>th</sup>
Christmas Day.....	December 25 <sup>th</sup>
Boxing Day.....	December 26 <sup>th</sup>

8.2) Other Indigenous holidays and/or paid holidays that are recognized by Peguis First Nation are listed below ("other holidays"):

Easter Monday.....	Monday after Easter Sunday
Indigenous Justice Day .....	Last Friday in February
Indigenous People's Day.....	June 21 <sup>st</sup>
Terry Fox Day.....	1 <sup>st</sup> Monday in August
National Day for Truth & Reconciliation ...	September 30 <sup>th</sup>
Indigenous Veterans Day.....	November 8 <sup>th</sup>

8.3) At Chief and Council's discretion, the Peguis Band Offices may be closed between Christmas and New Year's Day of each year; and also an additional day for Treaty Days.

8.3.1) If Chief and Council decide the Band Offices will be closed for the Christmas Break as outline above in 8.3), staff and management will be given at least three (3) weeks notice of the closure. This applies for Treaty Days as well.

### 8.4) General Provisions and Procedures - Statutory Holidays

- i. If any of the above statutory holidays fall on either a Saturday or Sunday, the next consecutive working day will be considered the holiday.
- ii. An employer may substitute any other day of work for a general holiday if the substitution has been approved by the employee in writing, or in the case of a substitution that affects more than one employee, by at least 70% of the affected employees.
- iii. When a general holiday falls within an employee's annual vacation, an alternate day of leave of absence is granted on a date agreed upon between the employer and employee.

- iv. An employee is entitled to holiday pay for each general holiday or other holiday in an amount equal to at least one twentieth (1/20) of the wages, excluding overtime pay, that the employee earned with the employer in the four (4) week period immediately preceding the week in which the general holiday occurs.
- v. An employee who is employed in a continuous operation is not entitled to holiday pay for a general holiday or other holiday on which they do not report for work after having been called to work on that day, or for which they make themselves unavailable to work.
- vi. Except employees who are employed in a continuous operation, all employees who are required to work on a general holiday, shall be paid, in addition to the holiday pay for that day, wages at a rate equal to one and a half (1 ½) times their regular rate of wages for time worked.
- vii. Employees who are employed in a continuous operation who are required to work on a general holiday, shall be compensated as follows:
  - a. In addition to pay for the general holiday, the employee is paid time and one-half their regular rate of pay for the actual hours worked on that day; or
  - b. The employee is paid for the actual hours worked on the general holiday, and receives a holiday with pay at another time that is convenient to both the employer and the employee.
- viii. If an employee is obligated to work on an "other holiday", the employee will earn their regular wage rate for time worked but may be granted time in lieu of one day off with pay at a later date (i.e. employees working in continuous operations or essential or vital services that include the Emergency and Senior Centers).
- ix. This policy may be amended to accommodate changes in provincial/federal legislation or as determined by the Peguis Chief and Council.

## **9) HOURS OF WORK**

- 9.1)** The standard hours of work will be maintained at eight (8) hours per day or forty (40) hours per week.
- 9.2)** The regular Band office hours will be maintained at 9:00 A.M. to 5:00 P.M.
- 9.3)** All employees will be entitled to one paid hour for lunch and two paid fifteen (15) minute coffee or work breaks per day, which may be pro-rated based on an eight (8) hour workday, as per arrangement with supervisor.
- 9.4)** An employee may be entitled to unpaid breaks that are necessary for medical reasons or for an employee who is nursing to nurse or express breast milk.

9.5) In the case of medical breaks, a medical certificate may be requested by the employer in writing.

**9.6) General Provisions and Procedures – Hours of Work**

- i. The employer may stipulate varying work and lunch hours in the job description of certain classes of employment, such as shift work, or those employees working in areas of essential/retail services.
- ii. The employer may adopt a modified work schedule, often referred to as flexible (flex) hours or compressed work week, to complete specific tasks or to meet work project conditions and/or deadlines, provided that the average hours of work for a period of two or more weeks does not exceed forty hours a week. For example, an employee may be scheduled to work ten (10) hours per day for four (4) days a week to complete their forty (40) hour work week. In such cases, where an employer seeks to establish, modify or cancel a work schedule under which the hours exceed the standard hours of work, the modified schedule must be approved by at least 70% of the affected employees.

The total hours that may be worked by any employee in any week shall not exceed 48 hours in a week, unless the employer establishes a modified schedule agreed to by 70% of affected employees, and the average hours of work for a period of two or more weeks does not exceed 48 hours a week.

Where a new work schedule is established, it must be posted by the employer in readily accessible places where it is likely to be seen by the affected employees, for at least thirty (30) days before the new schedule or its modification or cancellation takes effect.

- iii. During critical times, the management may schedule overtime hours when necessary to handle peak workloads. Peak workload times may also result in the denial of leaves during such times.
- iv. The employer will provide an employee with their work schedule in writing at least 96 hours before the start of the employee's first work period or shift under that schedule, however the employer may provide less than 96 hours' notice of schedule in the case of emergency or where the change in schedule was requested by the employee under a Flexible Work Arrangement.
- v. If the employer changes a period or shift during which an employee is due to work or adds another work period or shift to the employee's schedule, the employer will give the employee with at least 96 hour's written notice.
- vi. Where management fails to provide the work schedule no less than 96 hours in advance of the shift, an employee is entitled to refuse to work that shift, and an employer cannot discipline the employee for doing so.
- vii. Management must keep records of work schedules, employee refusals and circumstances under which the employer made it necessary for the employee to work despite less than 96 hours notice having been provided.

viii. This policy will be strictly adhered to. Failure to comply may result in pay deductions.

**9.7) Overtime Hours**

**9.7.1)** All work performed in excess of the standard hours of work, or modified work schedule as applicable, shall be considered as overtime hours.

**9.7.2)** When an employee is required or permitted to work overtime, they are entitled to:

(i) be paid for the overtime at a rate of one and one-half (1.5) times their regular rate of wages,

or (ii) be granted one and one-half (1.5) hours of time off with pay for each hour of overtime worked.

**9.7.3)** An employee is entitled to time off for worked overtime only if they and the employer enter into an agreement in writing providing for the taking of time off, on a date or dates agreed on by them and the employer.

**9.7.4)** The time off must be taken within a period of three months after the end of the pay period in which the overtime was worked, if it cannot be used within the three months subsequent to being earned, then it must be paid to the employee

**9.7.5)** Directors, managers, supervisors, coordinators, and others who carry out management functions **are not** entitled to compensation for overtime.

**9.8) General Provisions and Procedures - Overtime Hours**

- i. All employees must complete appropriate forms for the taking of time off with pay.
- ii. A record will be kept of any agreement between the employer and employee in which the employee is permitting to take time off instead of receiving pay for overtime hours worked.
- iii. All full-time employees who are required to work overtime shall be compensated when the overtime work is authorized and approved in advance or mutually agreed upon by supervisor, program director, human resources, and employee.
- iv. Unauthorized overtime will not be approved by supervisor, program director, and human resources except in cases of urgency, which can be accounted for and approved immediately after overtime work is performed.
- v. Employees who may be subjected to a modified work schedule may have entitlement to overtime compensation impacted. For example, an employee who work ten (10) hours a day for four (4) days a week, shall not be eligible for overtime unless the forty (40) hours per week is exceeded.

- vi. All employees must complete a form that records the purpose of work, and the start and completion times for overtime hours, which shall be recorded and kept in file.
- vii. Where the employee and supervisor, program director, and human resources agrees that the employee will take time off in lieu of overtime pay, and the employee does not take all of the time off in lieu within 3 months after the end of the pay period in which the overtime was worked, or such longer period of up to 12 months as may be agreed by the supervisor, program director, and human resources and employee, then the employer will pay out the remainder as overtime pay.
- viii. Payout of banked time is required if an employee entitled to time off in lieu of overtime is terminated without having taken all of the time off.
- ix. Employees may refuse to work overtime requested by their supervisor, program director, and human resources in order to fulfill family responsibilities. The employee may only refuse if they have taken reasonable steps to carry out their family responsibilities by other means, and having done so, are still required to carry out that family responsibility during the period of overtime. However, employees may not refuse overtime if it is necessary in an emergency situation.
- x. Employers are required to keep records of any employee refusals as well as explanations for the nature of any situation that made it necessary for the employee to work overtime.

#### **9.9) Flexible Work Arrangements**

**9.9.1)** An employee who has completed six (6) consecutive months of continuous employment may request from the employer a change to:

- (a) the number of hours that the employee is required to work
- (b) the employee's work schedule
- (c) the employee's location or work and
- (d) any terms and conditions that apply to the employee and that are prescribed by regulation.

#### **9.10) General Provisions and Procedures - Flexible Work Arrangements**

- i. All employees must complete appropriate forms for the taking of time off with pay.
- ii. A record will be kept of any agreement between the employer and employee in which the employee is permitting to take time off instead of receiving pay for overtime hours worked.

- iii. A request for a flexible work arrangement shall be made in writing and shall include:
- a) the employee's name;
  - b) the date on which the request is made;
  - c) a description of the change to the terms and conditions of employment that is requested;
  - d) the date on which the change would take effect and, if the change is intended to be temporary, the date on which the change would cease to have effect;
  - e) an explanation of the effect that, in the employee's opinion, the requested change would have on the employer and the manner in which, in the employee's opinion, the employer could manage that effect; and
  - f) any information that may be prescribed by regulation
- iv. An employer to whom a request is made shall make one of the following decisions:
- a) grant the request;
  - b) offer to grant the request in part or to make an alternative change to the terms and conditions of employment; or
  - c) refuse the request on one or more of the following grounds:
    - (i) the requested change would result in additional costs that would be a burden on the employer,
    - (ii) the requested change would have a detrimental impact on the quality or quantity of work within the employer's industrial establishment, on the ability to meet customer demand or on any other aspect of performance within that industrial establishment,
    - (iii) the employer is unable to reorganize work among existing employees or to recruit additional employees in order to manage the requested change,
    - (iv) there would be insufficient work available for the employee if the requested change was granted, and
    - (v) any ground prescribed by regulation
- v. The employer shall, as soon as possible and not later than 30 days after receiving the request, give written notice to the employee of their decision. The notice in respect of a decision made under paragraph (3) (b) or (c) shall include written reasons for refusing the requested change or for not granting a part of it.
- vi. An employer shall not dismiss, suspend, layoff, demote or discipline an employee because the employee has made a request under subsection (1) or take such a request into account in any decision to promote or train the employee.
- vii. Employers will keep written records of written requests and responses and related documentation.

## 10) TRAVEL REGULATIONS

*FOR TRAVEL REGULATIONS, RESTRICTION AND GENERAL POLICY PLEASE REFER TO SECTION 24 OF THE PFN FINANCE POLICY.*

## 11) OFFICE CLOSURE

**11.1)** Aside from regular scheduled closures, the Band, program, and service offices may close for the following reasons as authorized by Chief and Council in collaboration with Band Administration:

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

## 12) PERFORMANCE REQUIREMENTS

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

**12.2)** All employees will abide by and follow the guidelines of the Respectful Workplace policy outlined in Section 24 of this policy.

**12.3)** All employees, contractors or consultants that work for Peguis First Nation shall maintain confidentiality of information acquired at work that pertains to the personal, professional, and/or financial privacy of an employee, client, the organization, or the Band. Information with respect to files must only be discussed with authorization of the program administration or appropriate individual(s).

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

**12.5)** All employees shall respect and conform to the policies and by-laws set and approved by Peguis First Nation Chief and Council in all aspects of the work environment on behalf of the Peguis First Nation.

**12.6)** All employees that are charged with an indictable or criminal offence or are alleged to be involved in a criminal activity are required to inform their employer.



**12.7)** Any employee convicted of an indictable or criminal offence will be subject to discipline up to and including dismissal based on the conduct and nature of the conviction and its relation to workplace requirements.

**12.8)** To allow for ease of coverage when employees are absent from work, all employees, regardless of title or position, will be required to adhere to cross training within the department they belong to.

**12.8.1)** Professional development or ongoing skills training strongly encouraged and endorsed by the administration of Peguis First Nation.

**12.9)** Program administration will discipline an individual, up to and including termination of employment if the conduct or actions of that employee is determined to be detrimental to Band operations and/or business, or is viewed as deliberately hindering or discrediting the efforts of the workplace.

### **13) PERFORMANCE APPRAISALS & TRAINING PLAN**

**13.1)** All employees of Peguis First Nation will be subject to an annual performance appraisal process which is linked to the Peguis First Nation Strategy Priorities regardless of job classification.

**13.2)** The employee's performance appraisal shall be completed by the employee's immediate supervisor, the program's human resource manager, and the employee.

**13.2)** Performance appraisals will be conducted for new employees once the expiration of the employees probationary period has passed and then subsequently each year following the guidelines in 13.3) below.

**13.3)** Performance appraisals will be done annually between the 15<sup>th</sup> of January and the 14<sup>th</sup> of March. The results of all performance appraisals will be turned into Human Resources no later than the 31<sup>st</sup> of March.

**13.4)** In concert with the Chief Operating Officer and the Chief Financial Officer, the Director of Human Resources is responsible for notifying both staff and management when the Performance Evaluations are to start and when then need to be completed by.

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

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

**13.7)** The performance appraisal should set goals and objectives for the upcoming year for the employee.

**13.7.1)** The annual performance appraisal must include provisions and steps to outline any types of training or other professional development the employee and employer may want to ensure is undertaken for the benefit of both the employee and Peguis First Nation.

**13.8)** Performance appraisals will be done in the following manner:

- Chief and Council will perform the performance appraisals for the Chief Operating Officer and the Chief Financial Officer. These reviews will be 365 degree review and will the Manager's staff will be involved.
- The Chief Operating Officer is responsible for the performance appraisals for the Program Directors.
- The Chief Financial Officer is responsible for the performance appraisals for the Controllers.
- The Program Managers are responsible for the performance appraisals for their managers and supervisors.
- The managers and supervisors are responsible for the performance appraisals of the staff.

**13.9) General Provisions and Procedures - Performance Appraisals**

- i. The performance appraisal assessment will be conducted in two parts. The program administrator will complete the assessment on the employee and the employee will complete a self-assessment form.
- ii. The performance appraisal will include a discussion to compare results between the employer and the employee. The appraisal results may be amended based on mutual consent, and further documented.
- iii. In a situation where an employee disagrees with a particular rating set by the program administrator, on any subject in the performance appraisal, she/he may provide written notice of objection with a rationale, which will be attached to the signed performance appraisal. The employer will review and consider this in the employee's overall performance.
- iv. Depending on the outcome of the performance appraisal, the employer will take appropriate action steps to address and follow up with the issues outlined in the appraisal.

- v. If an increment (or raise) is the outcome of the performance appraisal, then the increment will be documented in the employees HR file and a copy of the increment will be provided to the payroll department.
- vi. If disciplinary action is the outcome of the performance appraisal, then said disciplinary action will be documented in the employee's HR file.
- vii. Performance appraisals will be signed both by the administrator and employee. One signed copy will be placed in the employee personnel file and one will be given to the employee.
- viii. An ongoing requirement for every performance appraisal for every staff member, regardless of position is that of identifying opportunities for ongoing professional development and on the job training.
- ix. Each staff member will identify and register for professional development courses that require a minimum of 15 hours of training per year. How those hours are gained, is the responsibility of the employee and not Peguis First Nation.
- x. Failure to achieve the bare minimum hours for professional development will result in, potentially, negative adjustments to an employee's annual performance appraisal.

#### **13.10) Comprehensive Training Plan**

- a. Council is responsible for establishing and implementing a plan for any training of First Nation's Officers and employees required to meet the First Nation's future needs and requirements after taking into account succession and any anticipated changes in Peguis First Nation activities
- b. The Chief Financial Officer reviews and approves all training plans to make sure future training needs and requirements for the financial management system of the First Nation is aligned with those needs and requirements.

## **14) STAFF DISCIPLINE**

**14.1)** A process for disciplinary action has been established to ensure productivity and professionalism among staff and to effect change in employee work habits and performance.

**14.2)** Disciplinary action shall take effect when employees are in violation of written policies and procedures, when employees continue to be in violation of written policies and procedures, or whose actions are harmful to the business and overall interests of the Band organization(s).

**14.3)** Such problems that may warrant the use of the progressive discipline process may, but are not limited to, include:

**Incompetence** – where the employee lacks the skills or ability to perform duties or assigned tasks and responsibilities, or if the employee neglects her/his duties without realizing what is expected; and

**Misconduct** – where the employee is fully aware duties are being neglected, but neglects them anyway, or if the employee breaks rules for keeping the work place efficient and safe.

**14.4)** The following outlines the progressive discipline process which is designed to discipline employees for minor infractions, where automatic dismissal is not warranted.

**14.5)** Progressive Discipline is a series of corrective actions which provides the employee with the opportunity to correct their mistakes and behavior, or to improve their overall performance, once problems are identified.

**14.6)** Minor Infractions may include, but may not be limited to, the following:

- (i)** Consistent tardiness.
- (ii)** Poor work performance.
- (iii)** General misconduct including poor attendance, personal behavior, disrespect towards fellow employees, administration, or the public, or disregard for policy/rules/regulations deemed to be of a minor nature.
- (iv)** Unauthorized absence from position without cause.

**14.7)** The employer will, at all times, make every effort to follow the progressive discipline process.

**14.7.1)** Nothing in this policy may prevent the employer from proceeding to more serious forms of discipline, including suspension and termination of employment, for infractions deemed to be of a more serious nature.

## **15) STEPS IN PROGRESSIVE DISCIPLINE (CORRECTIVE ACTION)**

**15.1) First Warning - Verbal Reprimand**

**15.1.1)** When a problem or issue arises, the program administrator or supervisor will gather all the necessary information and proceed with the following steps:

- (a)** The program administrator or supervisor shall arrange a private meeting with the employee to discuss the concern in confidence and to extend a verbal (first) warning to the employee.

- (b) Identify the unacceptable behavior/performance, which will include the problems or issues at hand, the duration and frequency of the problem and an explanation of why it is unacceptable, clearly clarifying the expectations of the organization.
- (c) Provide the employee with the opportunity to provide feedback and/or an explanation about the situation and issue(s) being discussed.
- (d) Mutually discuss and agree on methods for improvement utilizing internal or external assistance if necessary, (i.e. Human Resources, Counselling).
- (e) Mutually set realistic timeframes and actions for change.
- (f) The dates of the verbal (first) warning and the discussion shall be formally extended, documented and signed by both parties.
- (g) Place a copy in employee's file and provides a copy to the employee.

**15.2) Second Warning - Written Reprimand**

**15.2.1)** If a problem or issue continues with the employee, the program administrator or supervisor will gather all the necessary information and proceed with the following steps:

- (a) Arrange a private meeting with the employee if there is no improvement in the employee's behavior/performance, if there is a breach of agreement as previously recorded, or if a more serious infraction occurs after the first warning.
- (b) Identify the unacceptable behavior/performance and explain why it is unacceptable.
- (c) Provide the employee with the opportunity to provide feedback and/or an explanation about the situation and issue(s) being discussed.
- (d) Clarify the expectations of the organization, provide details of the mutually agreed upon conditions of first meeting, and discuss the severity of this second warning.
- (e) Review methods for improvement and sources for assistance, if necessary/applicable.
- (f) Develop written timeframes and actions for change and provide clear notification that failure to comply with corrective action and maintenance of work performance will result in suspension and/or further disciplinary action, such as being placed on probation, or loss of seniority.
- (g) The dates of the written (second) warning and the discussion shall be documented and signed by both parties.
- (h) Provide written notice to the employee and place a copy in the employee's file.

### **15.3) Third and Final Warning - Suspension without pay**

**15.3.1)** In the event an employee fails to correct the problem/concern following the written warning, the employer, the administrator or supervisor will proceed with suspension without pay through the following steps:

- (a) Arrange a private meeting with the employee to discuss the situation and on-going occurrences concerning the employee and to review the conditions set out in the previous (written) warning.
- (b) Provide a letter to the employee that identifies the reason(s) for the suspension, the specified date that the suspension will begin and end, and where applicable, conditions upon the employee's return. (I.e. Conditions may include the employee being placed on disciplinary probation, re-assigned, or terminated from their job if problem continues).
- (c) The length of suspension shall be a minimum of one (1) week and shall be with or without pay depending on infraction. The length of time for the suspension will be determined by the seriousness of the infraction.
- (d) Set a date for a meeting prior to the employee's return to work to review the details and consequences should the employee's inappropriate behavior or work performance continue upon her/his return to work.
- (e) The dates of the suspension (final) warning and the discussion shall be documented and signed by both parties.
- (f) Provide written notice of suspension to the employee and place a copy in the employee's file and notify Chief and Council.
- (g) In the event a meeting is not possible, the letter of suspension shall be hand delivered to the employee or sent by registered mail.

### **15.4) Termination of Employment**

**15.4.1)** In the event an employee fails to respond to the preceding disciplinary measures following the suspension, the administrator or supervisor will proceed with the following steps:

- (a) A letter of dismissal shall be issued by the administrator outlining reason(s) for the dismissal and the effective date of dismissal.
- (b) The dates and details of the dismissal shall, where possible, be documented and signed by both parties. A copy shall be placed in the employee's personnel file and a copy shall be given to the employee.

## 16) AUTOMATIC TERMINATION OF EMPLOYMENT

**16.1)** The employer may move to automatic termination of employment in the event the employer has cause to do so.

**16.2)** Where the employer has cause for termination of employment, the steps for progressive discipline outlined above may not be apply and the employee may be terminated without prior verbal, written or other type of notice.

**16.3)** Cause for automatic termination of employment may include, but may not be limited to, the following:

- (i)** Theft, fraud, and/or falsification of records.
- (ii)** Willful destruction of Band property.
- (iii)** Endangering the safety of fellow employees through incompetence or negligence.
- (iv)** Direct insubordination.
- (v)** Physical violence while on duty
- (vi)** Criminal activity or conduct prejudicial to the Band and/or Band operations.
- (vii)** Non-compliance of just and lawful instruction/direction from supervisor on an important or critical matter.
- (viii)** Serious breach of confidentiality.
- (ix)** Unauthorized absences in excess of three days or abandonment of job.
- (x)** Complete refusal to perform duties as outlined in job description.
- (xi)** Any other reasons at law that constitute reasons for automatic termination of employment.

**16.3.1)** Use of non-prescription drugs and/or alcohol while on duty will not be tolerated and is strictly prohibited.

**16.3.2)** In the event that an individual is dependent on the drug or alcohol, and the dependency can either be proven or is being treated, Peguis First Nation, may at law have a duty to accommodate.

**16.3.3)** Should there be a suspicion of addiction or dependency, management should consult Human Resources or legal counsel prior to proceeding directly to termination of employment.

**16.3.5)** A criminal charge alone will be grounds for automatic termination of employment should that charge impair the employee's ability to perform their job responsibilities or discharge their duties.

**16.3.6)** Should an employee be convicted on criminal charges, that notice of conviction will constitute grounds or reason for automatic dismissal or termination of employment.

**16.4) General Provisions and Procedures - Automatic Termination of Employment**

- i. All notices of termination shall require a letter to employee stating the reason for termination of employment and the effective date. The letter shall either be hand-delivered or sent through registered mail.
- ii. An employee who is dismissed for cause will not be entitled to receive any notice of termination or pay in lieu thereof, pursuant to statute, the common law or otherwise, or severance pay. Where there are employment agreements in place between employees and Peguis First Nation or between Peguis First Nation and a contractor, the terms and conditions surrounding termination of the employment or service under those contracts will be followed. As such, effective the implementation date of this policy, any employment agreements or service contracts will have clear and explicit rule or terms to follow that outline damages to pay in the event there is early termination of the agreement or contract.
- iii. Employees terminated with cause will receive, within ten days of the end of their employment, payment for all statutory entitlements and obligations owing to them at law, including, but not limited to the following: previously approved and accrued overtime that has not been paid, any accumulated unpaid vacation pay.
- iv. Any remuneration excluding severance owing to the employee upon termination of employment should be paid within 10 working days.
- v. Providing the employee agrees to the terms of repayment, any monies owing to the Band such as Band loans and/or advances will be deducted from the employee's final pay. To prevent this from happening, employees, regardless of title, that may take an advance against their pay, of any kind, will be required to sign agreements that allow their employer to deduct outstanding amounts at their termination of employment, directly from their final pay amount(s).
- vi. All correspondence will be placed in employee's file, and provided to the employee.



## 17) TERMINATION OF EMPLOYMENT - Reasons Other Than Cause

- 17.1)** An employee's termination of employment may be voluntary or involuntary and it can occur for various reasons.
- 17.2)** Termination of employment may either be employee or employer and it may occur as a result of unforeseen or unplanned circumstances.
- 17.3)** The decision by the program administration to terminate employment of an employee shall be based on this policy and other policies or provisions in those policies that may apply.
- 17.4)** The final decision to terminate will be made in consultation with the Chief Operating Officer and Human Resources.

### **17.4.1) Lay-off (*Shortage of Work or Budget Limitations*)**

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

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

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

In the event ***the position vacated at the time of layoff is not reinstated after the three-month period,*** the lay-off shall be considered permanent due to termination of position.

### **17.4.2) Staff Resignation and Transfers**

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

An employee who intends to apply for a transfer from one position to another within a Band program ***must provide as much advance written notice*** as possible to the program administrator on their intentions to apply for a transfer.

### **17.4.3) Notice of Termination of Employment**

All employees are entitled to written notice of termination of employment by their employer, at rates that are consistent with the below table:

Minimum Amount of Service	Notice Period Entitlement
3 months to 2 years and 11 months	2 weeks' notice
3 years of continuous service	3 weeks' notice
4 years of continuous service	4 weeks' notice
5 years of continuous service	5 weeks' notice
6 years of continuous service	6 weeks' notice
7 years of continuous service	7 weeks' notice
8 years of continuous service	8 weeks' notice

**17.5) General Provisions and Procedures - Notice of Termination of Employment**

- i. In the event of a lay-off, the program administrator shall provide the employee with as much advance notice as reasonably possible.
- ii. All notices of permanent lay-off or job termination shall either be hand-delivered to the employee or sent by registered mail to the last known address of the employee.
- iii. All employees voluntarily leaving employment are required to provide their employer with a letter of resignation at least two weeks in advance of the last day of intended employment.
- iv. Upon termination of employment, the employee shall complete the employment exit form and return to the office any keys, equipment, or other resources and materials belonging to the Band or Band organization prior to receiving their final pay cheque.
- v. Any remuneration owing to the employee shall be paid within five (5) working days of the effective date of termination. Employees shall compensate the Band any entitlement taken in excess.
- vi. All letters of resignation or termination shall be placed in the employees personnel file.

**17.5.1)** Upon termination of employment, the employee will be provided with a statement of benefits including the employee's vacation benefits, wages, severance pay (if any) and any other benefits and pay arising from their employment.

## 18) RESPECTFUL WORKPLACE

[DRAFT NOTE: There are significant changes to federal legislation concerning workplace harassment and violence which have been passed but not yet proclaimed in force, which will impact the contents of a workplace harassment and violence policy.]

18.1) Peguis First Nation is committed to providing a safe and respectful workplace.

18.2) **Management will make every effort** to ensure its employees can work, and have an expectation that when they come to work, they will be coming to an environment free from harassment, bullying, sexual harassment, violence, lateral violence, intimidation and discrimination of any kind whatsoever.

18.3) Peguis First Nation is committed to respecting all human rights legislation in Canada and to honour the obligation not to discriminate in the workplace and allow for transparency in the workplace.

18.4) Peguis First Nation encourages reporting of all incidents of harassment, violence and discrimination.

18.4.1) Anyone making such a report will be protected from negative consequences or reprisal.

18.4.2) All incident reports will be treated as serious and will be investigated.

18.4.3) Should it be discovered a report was filed in a malicious manner, of the report was false in its filing, the employee that filed the report may be subject to disciplinary action by management up to and including termination of employment.

18.4.4) An employee making a report should do so to their immediate supervisor. In the event their immediate supervisor is the respondent, then the report should be made to the supervisor's supervisor, and so forth.

18.4.5) Although management understands not all matters can be settled between individuals in an amicable manner, they encourage all matters, prior to a formal process being engaged, be dealt with between the two individuals.

18.5) This Respectful Workplace policy will extend to all third-party contractors, consultants, or other type of third parties that have contracted work through the First Nation and will be working with the First Nation's staff and management.

**18.6)** Peguis First Nation shall take such reasonable actions as may be necessary, and which may include sanctions and discipline respecting; an employee, contractor, or workplace guest engaging in such discrimination, harassment, acts of violence and disruptive workplace conflict to prevent or stop this type of behavior- which may include, if necessary, automatic termination of the engagement.

**18.7)** In no way does this Respectful Workplace policy, limit Peguis First Nation's right and ability to manage its people resources and other resources available to it.

**18.8)** Performance reviews, work assignments, ongoing evaluations, prescribed training and disciplinary measures taken by the employer for any valid reason do not constitute a violation of this part of the PFN *Human Resources Policy and Procedure Manual*.

**18.9)** For the purposes of this policy, the following definitions shall apply:

**Harassment and violence** refers to any action, conduct or comment, including those of a sexual nature, that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to a person.

**Discrimination** refers to differential treatment of an individual or group, which is attributed to their ancestry, race, national or ethnic origin, color, religion, age, sex (including pregnancy), marital status, gender identity or expression, marital or family status, genetic characteristics, political beliefs, economic status, source of income, disability, social disadvantage, sexual orientation, or conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered.

**18.10) General Provisions and Procedures - Respectful Workplace**

- i. It is recommended that an individual who feels they are the victim of violence, harassment or discrimination to maintain a written record of any incident(s) of alleged inappropriate conduct. Notes should include the date, time, location, who was present, and what occurred. Reasonable steps should be taken to preserve all evidence.
- ii. Where the complainant feels it is inappropriate and is comfortable doing so, the complainant may choose to first attempt to make it clearly known to the person(s) responsible that the behavior is offensive and contrary to this policy and request that it stop.
- iii. They should report it immediately to their immediate supervisor or program director. Where the respondent is the immediate supervisor, the report should be made to the program director, directly. If the respondent is the Program Director, the employee should file the complaint with the Chief Operating Officer directly. If the respondent is the Chief Operating Officer, the complaint should be made to the Chief Financial Officer. If the respondent is the Chief Financial Officer, the complaint should be made to the Chief Operating Officer. If both of these individuals are the respondents, then the complaint should be directed to Chief and Council.

- iv. In any case, if an employee believes she/he is being harassed or discriminated against by their program administrator, or any staff member of their department, she/he should report it to the organization's Program Administrator, Board of Directors, Committee, or in the absence of a Board or Committee, the Chief and Council.
- v. If an employee believes she/he is being harassed or discriminated against by Chief and Council, the employee may report their concern to the Appeal Board.
- vi. Reports of violence, harassment or discrimination should be made in writing and include a description of the incident(s), witnesses, if any, and steps already taken, if any, to resolve the matter, and should be dated and signed.
- vii. The program administrator, or other applicable body receiving the complaint, shall work to resolve such concerns in an objective, fair, and confidential manner by conducting an investigation into the complaint, including determining what, where, when and why the incident(s) occurred, who was present, and what may have facilitated the incident, in order to determine the most appropriate disciplinary measures to be taken. In some cases, a third-party investigator may be engaged.
- viii. The complainant will be informed of the outcome of the investigation.
- ix. All records of complaints, including the names of the complainant and respondent, notes and memoranda of meetings, interviews, results of investigations and other relevant material will be kept confidential by the employer, except where disclosure is necessary in order to investigate the complaint, required in order to take corrective action in response to the complaint, or there is a legal obligation to disclose. Personal information that is disclosed in respect of an incidence of violence must be the minimum amount necessary for the purpose.
- x. If the complainant's allegations include a possible breach of criminal laws, the employer may contact the RCMP, and the complainant will be advised of same.
- xi. The disciplinary action taken shall be determined by the nature and severity of harassment/discrimination that occurred.
- xii. Individuals who commit such acts may be removed from the premises and may be subject to disciplinary action.
- xiii. An employer will not retaliate against a person who in good faith makes a complaint of discrimination, harassment or violence. Anyone found to have retaliated against an employee for doing so may be subject to discipline or other sanctions, as appropriate.
- xiv. Individuals who are the victim of harassment or violence are encouraged to consult with their health care provider for treatment.

- xv. This policy is not intended to discourage or prevent anyone from exercising their legal rights, including the right to file a complaint with the applicable Canadian Human Rights Commission or Manitoba Human Rights Commission, as applicable.

## 19) SEXUAL HARRASSMENT POLICY

19.1) The Peguis First Nation Chief and Council and its Administration recognize that every employee is entitled to employment free from sexual harassment.

19.2) *The Chief and Council and its Administration shall make every reasonable effort to ensure that no employee is subjected to any form of sexual harassment*

19.3) In order to prevent and stop sexual harassment of any kind in the work environment, the Peguis First Nation Chief and Council and its Administration will take ANY AND ALL disciplinary measures as deemed appropriate, against any employee who subjects another employee to sexual harassment, including termination of employment, and if necessary aiding in the prosecution of the employee.

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

### 19.5) General Provisions and Procedures - Sexual Harassment

- i. The above provisions concerning reporting general workplace harassment and violence apply to situations of sexual harassment.
- ii. In the case of sexual harassment accusations, the complainant or respondent to a complaint may make an appeal within two weeks using the appeal measures outlined in this policy.
- iii. All program management and supervisors will inform all Band employees of the provisions under the *Canadian Human Rights Act* pertaining to rights of individuals to seek redress under that Act in respect of sexual harassment allegations.

## 20) WORKPLACE VIOLENCE

20.1) Workplace violence can occur at or outside the workplace and can cover a wide range of activities, including threats, verbal abuse, physical assaults and homicide.

20.2) This policy applies in and on all Peguis First Nation premises, and wherever a workplace sanctioned event takes place, including meetings, conferences or training sessions, in social situations related to work, work assignments outside the office, work-related travel, work-related interactions over the telephone, by email or other electronic form of communication, or even in the home if there are consequences related to the workplace.

**20.3)** Recognizing that each program area is susceptible to violence in its own way, and that each program area is responsible for planning to avoid it, this part of the policy may be applied on a case by case basis, in recognizing that “not one size does fit all....”

**20.4) General Provisions and Procedures - Workplace Violence**

- i. All employees are responsible to report to management, as soon as possible, any suspicious behavior, threats, or acts of violence that they have witnessed, been confronted with, or are aware of, where other employees are involved.
- ii. Any individual(s) who makes substantial threats, exhibits threatening behavior, or engages in violent acts in any Band organization shall be removed from the premises as quickly as safety permits, and shall remain off Band premises, as per Chief and Council Band Council Resolution (B.C.R.), until an assessment and/or investigation of the situation has taken place by program administration and human resource personnel, in consultation with legal authorities. Notice to be sent out to all band Managers/Directors of incident.
- iii. Pending the outcome of the investigation, the Chief and Council shall initiate a response, which may include, but is not limited to; suspension, and/or termination of employment, referral to an Employment Assistance Program (E.A.P.), banning of individual(s) on premises or community, and/or the laying of criminal charges.
- iv. All employees who have applied for or obtained a protective or restraining order against another individual(s) must provide a copy of the petition, granted restraining order, or Band bylaw to their employer for protective purposes of all employees. The employer has a duty to provide information to an employee about a risk of workplace violence from a person with a history of violent behavior if the employee can expect to encounter that person in the course of work, and if the employee may be at risk of physical injury. In such instances, the employer will disclose only such personal information as is reasonably necessary to protect the employee from physical injury.

**21) WORKPLACE ASSESSMENTS**

**21.1)** On a semi-annual basis, the Health and Safety Committee will conduct a workplace assessment which will serve the purpose of identifying risks of harassment and violence in the workplace.

**21.2)** When identified, the Health and Safety Committee will implement preventative measures to protect the workplace from the risks of harassment and violence identified.

**21.3) General Provisions and Procedures - Workplace Assessments**

- i. Employees will be provided with a list of work areas or jobs where an incident of harassment of violence has occurred or may occur, and a list of preventative and security measures implemented to eliminate or control the risk of harassment and violence in the workplace, as well as measures it has in place for summoning immediate assistance.

- ii. The workplace assessment will need to be reviewed and updated at least every 3 years.
- iii. A workplace assessment review must also be undertaken in certain other situations, including:
  - a. Where the resolution process to a complaint cannot proceed
  - b. Where the complainant wishes to remain anonymous
  - c. When the complainant chooses to stop proceeding with the resolution process prior to an investigation being started; or
  - d. When the respondent to the complaint is not an employee or the employer.

## 22) EMERGENCY LOCKDOWN

**22.1)** Emergency lockdown measures may be implemented when there is a serious risk or threat (e.g., violent, weapon or armed intruder) to any of the building occupants, including members of the general public.

**22.2)** In the event of an emergency lockdown, employees will be notified of a lockdown procedure through one or more of the following:

- i. Pop up notice on your network computer;
- ii. Text message to registered cell phones;
- iii. Voice Mail Broadcast;
- iv. In person notification by security or police.

### 22.3) Emergency Lockdown Procedures

**22.3.1)** In the event an emergency lockdown occurs, secure an area as follows:

- i. Move immediately to the nearest room you feel is safe and secure with as many people as possible
- ii. Lock and barricade the door
- iii. Turn off the lights or maintain minimal lighting
- iv. Cover the windows with blinds, curtains, etc.
- v. Keep back from the windows and doors
- vi. Lie flat on the floor or take cover out of sight
- vii. Turn off cell phones except to report injured people
- viii. Keep calm and quiet; and
- ix. Stay in room until police arrive.
- x. Do not leave the room until the police give the okay to do so

**22.3.2)** If someone is injured; follow these steps when safe to do so:

- Call 911 or a security guard on duty from a land line if possible.
- Place a sign in an exterior window to identify the location of the injured people for police or security to see.



**22.3.3)** When contacting authorities, report the following:

- i. Your specific location, building name and office/room number;
- ii. The number of people at your location, including the numbered of injured people
- iii. If you have seen an assailant or identified threat:
  - 1) Location and number of suspects;
  - 2) Direction of travel;
  - 3) Their clothing and description;
  - 4) Their identity if known;
  - 5) Any weapons or accessories (e.g., backpack); and
  - 6) Any unusual or threatening sounds (e.g. gunfire or explosion)

**22.3.4)** If a fire alarm sounds:

- i. DO NOT respond normally as a fire alarm during a lockdown as it may be a ploy by an armed intruder;
- ii. remain calm in your lockdown secure area, if safe to do so.

**22.3.5)** In case of an actual fire, follow Fire/Evacuation procedures.

## **23) HIRING PRACTICES AND HR RECORDS**

**23.1)** Peguis First Nation and its Management, in its recruitment and hiring process, does not discriminate on the basis of race, national or ethnic origin, color, religion, age, sex, gender identity or expression, marital status, family status, genetic characteristics, political beliefs, economic status, disability, conviction for an offence for which a pardon has been granted or a record suspension ordered, or sexual orientation.

**23.2)** All Band Department Directors/management are responsible for determining a need to hire for an employment position and are required to forward a request in writing to the Director of Human Resources and must identify the position, job description and funding budget for the position.

**23.3)** The Director of Human Resources, along with the Chief Financial Officer will ensure all positions are documented and approved and determine the need and funds are available.

**23.4)** When the selection committee has selected a candidate, the Selection Committee will then ask Chief and Council for their endorsement of said candidate prior to any offers of employment being made to the candidate.

**23.5)** In the case of the Chief Operating Officer and the Chief Financial Officer, Tax Administrator, Human Resources, along with Chief and Council form the hiring committee for these two positions.

**23.6)** In all other cases, other than those noted above, the Program Administration is responsible for hiring and terminating all PFN staff.

**23.7)** Chief and Council are responsible for giving final approval to the employment or termination of employment of all employees.

**23.8)** Management of human resources records will follow the general record management procedures of Peguis. A confidential employee file will be created for each new employee including the documents outlined in appendix K.

**23.9)** Access to human resources records will be restricted to human resources employees in performance of their job function and the Chief Operating Officer; however, employees can access their personnel file upon request and in the presence of a human resources person.

## **24) RECRUITMENT PROCESS**

### **24.1) Advertise for Position**

- a) The program Directors shall oversee the recruitment of new employees and the advertising of positions for their respective program areas.
- b) A copy of all job advertisements must be forwarded to the human resource office to be reviewed and placed on file.
- c) Job openings shall then be posted locally, on the Peguis website, and advertised in the appropriate newspapers or media, when applicable.
- d) All positions shall be posted for a minimum of two weeks unless there is a time constraint.
- e) All position postings will clearly indicate who the recipients of the candidate responses will be, and will provide a fax number and an email address where respondents may send their applications to.

### **24.2) Selection Committee(s)**

**24.2.1)** A selection committee consisting of a Human Resource representative, Director/Program Manager/Coordinator or a Senior Manager, shall be established for the hiring of Band employees.

**24.2.2)** The selection committee shall be responsible for;

- a) establishing selection criteria for the appointed position
- b) reviewing and screening applicants against this selection criterion
- c) developing interview questions
- d) interviewing all qualified applicants using a rating scale
- e) conducting reference checks for information verification on top three candidates
- f) providing the name of the recommended candidate to Chief and Council for final approval.

- g) ensuring that all records are managed as per the information management records retention policy.

### **24.3 Offer of Employment**

**24.3.1)** When the selection committee has chosen the candidate, the Program Director shall develop the proposed terms and conditions to be included in an official letter of offer, which will include;

- the job title employment classification (i.e. full-time, part-time), name of immediate supervisor, salary and mandatory group & pension benefits
- Official start date and end date if applicable, and probationary period.
- The Director will make the official offer to the successful candidate for Band positions, contingent on the candidate entering into a written employment contract.
- Unless an immediate response is required, the candidate shall be given a period of one week to respond to the job offer.

### **24.4 Employment Agreement**

**24.4.1)** Upon acceptance of the job offer by the candidate, the new employee shall sign an employment agreement that outlines the employment terms and conditions that may include:

- undergoing a criminal records check, child abuse registry check, drug testing, and/or signing an Oath of Confidentiality and Employee Code of Conduct or the Human Resources Policy before commencing employment.

**24.4.2)** The employment agreement must have attached, the job description, which must be signed and dated by both employee and employer.

**24.4.3)** A personnel file will be established for all new employees.

- This file will contain all current and on-going employment and employment-related documentation.

### **24.5 General Provisions and Procedures- Employment Agreement**

- i. All applications will consist of a completed application or resume with a cover letter.

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

#### **24.6) New Employee Orientation**

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

**24.6.2)** An on boarding orientation session shall therefore be provided by the employee's immediate supervisor and/or other relevant personnel, of which the following shall be covered:

- i. An explanation of duties and responsibilities as outlined in job description along with any relevant timeframes associated with duties.
- ii. An explanation of the relevant policies for staff including the Human resources policy and procedure manual, if applicable.
- iii. An explanation of payroll procedures and other relevant time-oriented financial procedures associated with timesheets, regular/monthly travel claims, travel authorization, etc.
- iv. An introduction of the general working conditions and routines including dress codes, training, hours of work, coffee breaks, etc.
- v. An explanation of the organizational chart and an introduction to management, department heads, and co-workers.
- vi. A tour of the office building and instructions and demonstration of the use and location of relevant office equipment such as photocopy and fax machines, etc.
- vii. An explanation of any other office procedures such as security, incidence reports, and mail distribution.

#### **24.7 General Provisions and Procedures - New Employee Orientation**

- i. Orientation will take place within five (5) business days of the commencement of employment and may be carried out over a period of two or three days.
- ii. Orientation will be accompanied by any staff handbooks, program policies, or administration forms (leave, travel claim, benefits) currently in effect.
- iii. Employees will have the opportunity to discuss and resolve concerns during the course of the orientation.

#### **24.8) Probationary Period**

**24.8.1)** All newly hired employees shall be subject to a six (6) month probationary period effective upon commencement of employment. The probationary period is designed to benefit both the employee and employer.

**24.8.2)** It provides the employer the opportunity to assess the employee's attitude and skills and ability to satisfactorily perform their duties according to the requirements of the position.

**24.8.3)** It can also allow the employee adequate time for orientation and training and the opportunity to showcase their specific skills and abilities.

**24.8.4)** All new employees shall receive a written evaluation by their immediate supervisor or program administrator at the end of their probationary period.

**24.8.5)** The employee shall be provided with reasonable notice of any dissatisfaction of job performance prior to the written evaluation, at which time employee will have opportunity to correct any issue/concern during probationary period.

#### **24.9) General Provisions and Procedures - Probationary Period**

- i. The program administrator may extend the probationary period an additional three (3) months based on job evaluation. The employee shall then be re-evaluated at the nine-month period and this evaluation will determine continued employment.
- ii. Management will provide every employee with a reasonable opportunity to succeed from their first day of employment.
- iii. If at any time during the probationary period, the employee or the employer determine there is no longer a match between the probationary employee and the position, the employment relationship may be terminated.

- iv. Should termination occur the employee shall be provided with applicable written notice or pay in lieu thereof, and any other applicable entitlements pursuant to applicable employment standards legislation.
- v. For the duration of the probationary period, the employee shall not be allowed to take any form of leave, but will accumulate annual leave at the appropriate rate.
- vi. If the evaluation is satisfactory, the employee will be notified at the end of the six (6) month period that her/his employment status has been changed from "probationary employee" to "employee."
- vii. Information shall be placed accordingly in the employee's personnel file.

#### **24.10) Internal Job Transfers**

**24.10.1)** When a job position becomes vacant, or in the case of a newly created position, within the Band office or Band organization, the Band or program administration may recommend that the position be filled by an existing employee through means of a transfer to promote mobility of employment.

**24.10.1.1)** The employee may also put in a request to transfer to another position within their respective organization.

**24.10.2)** A job transfer may be a *lateral transfer*, which is an assigned move of an employee between positions with the same rate of pay.

**24.10.3)** A job transfer may also be a *position transfer* of promotion or a demotion which may include a decrease or increase in responsibilities.

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

#### **24.11) General Provisions and Procedures- Internal Job Transfers**

- i. Once a request for a transfer has been made by either employer or employee, the subsections (iii-iv) under Recruitment and Selection shall apply.
- ii. All employees who are hired in another position within the organization shall be placed on probation for a six (6) month period. Should the employee be unable to fulfill the requirements of the position to the employer's satisfaction, the employee may be placed back in their former position.
- iii. At any time during the transitory period, and pending availability of position, the employee may request or may be asked to return to her/his original position.

- iv. Depending on the situation, the job transfer may affect salary and insurance benefit rates, such as Employment Insurance and Canada Pension Plan.
- v. Advertisements and postings will not be necessary for internal job transfers.
- vi. With respect to employee transfer request, an employee may apply for a period of up to one (1) year leave from their employment position, which may be granted at the discretion of the employer pending position and funding availability. The employee may apply for extended leave beyond the course of the one (1) year leave, not exceeding a total period of two (2) years, if additional time is required, and which will be left to the discretion of the program administrator and Chief and Council.
- vii. All documentation shall be placed in employee's personnel file.

#### **24.12) Job Classification**

**24.12.1)** All individuals employed by the Band or Band organization shall be classified as Full-time, Part-time, Casual, and Term Employees or Contract Worker, as follows:

- (i) **Full-time employee** refers to an individual who is employed 40 hours a week and who has been granted full-time status by the Band. This may refer to an employee that has a term position.
- (ii) **Part-time employee** refers to an individual who is employed less than 40 hours a week in a specific position.
- (iii) **Casual employee** refers to an individual who works in a non-specific position normally under 18 hours per week, for which no salary can be guaranteed beyond a specified date; or who works on an on-call basis for the relief of employees working in a specified position.
- (iv) **Term employee** refers to an individual who is hired or assigned to fill a specific position for a specified period of time. The term may be either a full-time or part-time term position.
- (v) **Contract workers** refers to an individual(s) who is hired to perform specific tasks for a specific period of time and based upon terms and conditions of a signed employment contract between the Band and the contractor.

#### **24.13) General Provisions and Procedures - Job Classification**

- i. The program administrator or human resource manager/officer shall be responsible for the development of a job description for each position under her/his authority.
- ii. All employees shall be paid through annual salary, or on an hourly basis or wage depending on their classification.

- iii. Full-time employees shall not be allowed to take on any other types of employment or work of any kind while they remain as full time employees of PFN, and as such are under a sole services agreement from the outset of their employment.
- iv. The terms of employment for Probationary, Part-time, Casual, or Term employees may be extended or amended in writing with an approved commencement and end date.
- v. If it is determined that a change in job classification is required, the program administrator shall assign a new classification and appropriate salary or wage for that position.
- vi. In a situation where an employee is given increased responsibilities but remain in the appointed classified position, the program administrator shall review changes in duties and responsibilities and rate of pay to determine if changes are significant enough to warrant adjustment in job position level and rate of pay. This may occur through the request of the employee.

**24.14) Transferability of Seniority and Employee Entitlements**

**24.14.1)** When transferring from one position to another within a Band department or the within the Band itself that operates under separate funding, all employees shall be transferred with their seniority intact and all of their entitlements to annual leave, etc with them.

**24.14.2)** Upon accepting the transfer the only payments that will be made to the employee will be for any approved accrued overtime that might be available to them, or alternatively, and in writing, the employee may agree to allow the accrued overtime to transfer with them to their new role.

**24.14.3)** Severance payments of any kind ***will be made to the employee*** upon the employee accepting an internal transfer.

**24.15) General Provisions and Procedures- Transferability of Seniority and Employee Entitlements**

- i. All employees shall receive a letter of transfer that indicates the changes in employment position, status, and conditions.
- ii. When an employee transfers to another position and receives severance payout, the employee and employer will create a new mutual transfer agreement and shall begin work as a new employee in that position. Prior years of employment will be recognized for the purposes of calculating entitlement to benefits, seniority and vacation.
- iii. A copy of all employee information transferring from one position to another shall be maintained in the employee personnel file. A new personnel file will be opened in this Band department.
- iv. A transfer form must be completed.



#### **24.16) Salary and Wages**

**24.16.1)** All salary and wages shall be based upon the Band pay scale or pay range starting with the minimum range and extending to the maximum pay allotted for a specific job or position within an assigned job classification.

**\*\*\*\* Pay scales must be included as appendices if they are referenced here\*\*\*\***

**24.16.2)** All employees working in the same position, male or female, and with the same responsibilities will be paid a similar rate of pay based on pay scales for the position.

**24.16.3)** Starting salary for employees shall be determined on a system within this range, which shall allow the program administrator to assign points or weights to employment factors.

#### **24.17) General Provisions and Procedures - Salary and Wages**

- i. All starting and on-going salary and wage allocations must meet with program budgets.
- ii. Salary increases shall be based on employment factors such as; the employee's work performance, changes in work load/responsibilities, educational growth, and/or years of experience, and it shall be at the discretion of Chief and Council and program administration.
- iii. Annual increments shall be considered when funds are available.
- iv. Satisfactory work performance is expected of every employee and does not necessarily warrant a salary increase.

### **25) DEATH OF AN EMPLOYEE**

**25.1)** When death of an employee occurs, her/his employment shall be deemed to have been terminated on the day of death as outlined on the death certificate.

**25.2)** Upon receipt of the certificate of death, and depending on the provision of the employee's will (if there may be one) all monetary benefits payable to the employee upon death shall be forwarded to her/his estate or beneficiaries once the proper legal documents have been submitted.

## 26) SEVERANCE PAY

**26.1)** Should an employee's employment be terminated for reasons other than cause at law or for reasons of cause outlined in this policy, and if that employee has completed at least twelve (12) consecutive months of continuous employment, that employee will receive a severance payment.

**26.2)** All qualified employees shall receive severance pay at the rate of five (5) days of pay per year for each year of continuous service when their employment ends.

**26.3)** *An employee who terminates his or her own employment is not entitled to severance pay.*

### 26.4) General Provisions and Procedures- Severance Pay

- i. The rate of severance pay will be based on the employee's latest effective rate of pay.
- ii. Severance pay will be paid to the employee's estate in the event of death of the employee.
- iii. Severance pay will apply to those laid off employees who have worked for 12 months or more; and whose lay-off employment has extended beyond the three-month lay-off period and has become permanent.
- iv. This Severance Policy shall apply to all federally funded Band programs and services. This part of the policy does not apply to employees who work in provincially funded programs or to those employees who work in "own source funded programs."

## 27) CONFLICT RESOLUTION

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

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

**27.3)** This conflict resolution policy incorporates both an informal and formal process.

**27.3.1)** The value of the informal process is that it provides an opportunity for both parties to work in partnership to arrive at and agree upon a mutually acceptable resolution.

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

#### **27.4.1) Informal Process**

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

(ii) If the complaint is not resolved after the meeting between the concerned individuals, one or both of the parties may request a formal review, in which a third party (immediate supervisor, manager, etc.) will intervene to determine solutions.

#### **27.4.2) Formal Process**

i) In seeking a formal process for conflict resolution, the employee(s) must submit to the supervisor/manager the request in writing documenting details of the dispute and any attempts to resolve the conflict. The supervisor/manager will review the written documentation and meet with the concerned employees to hear all sides. The supervisor/manager will further investigate the dispute, as necessary, and arrive at solution to the dispute in consultation with H.R. Manager or staff within their organization.

(ii) A written response on the decision made to the dispute shall be provided to the employee(s) within three (3) weeks of the supervisor/manager's receipt of the request. This process will be documented and filed accordingly.

(ii.a) In the event the dispute involves the supervisor/manager, the employee must address the problem or issue with the next level of management. The employee(s) must submit the request in writing documenting details of the dispute and any attempts to resolve the conflict. The next level of management will review all written documentation and meet with all concerned employees. The management will investigate the issues, as necessary, and arrive at a solution to the dispute.

(iii) A written response shall be provided to the employee(s) within three (3) weeks of the manager's receipt of the request. This process will be documented and filed accordingly

(iii) If either party believes the problem has not been resolved through the *supervisor/manager review* process, or if there is not an HR Manager or

Board/Committee in place, either of the employees may present the dispute in writing to the Human Resource Manager for the Band.

- (iv) The Human Resource Manager will notify the respective program administrator and the other party or parties to inform them that the dispute issue has been brought forth. The Human Resource Manager will review all written documentation and prior steps taken, and proceed with a formal meeting of the concerned parties to facilitate discussion. The Human Resource Manager will investigate the issues further, if necessary, and arrive at a solution to the dispute in conjunction with the Chief Operating Officer.
- (v) A written response outlining the findings and final decision to resolve the conflict shall be provide to the employee(s) within three (3) weeks of receipt of the request. If additional time is required, both parties shall be informed of the expected date of response.
- (vi) The employee retains the right to appeal the decision(s) made by the joint decision of the Human Resource Manager and Chief Operating Officer through the Appeal Committee.

## **28) APPEAL PROCESS**

**28.1)** Disagreements or differences of opinion may occur or conflicts may continue after decisions have been made.

**28.2)** All employees retain the right to appeal the decision(s) made through the formal conflict resolution procedures outlined above or to appeal statements made in this policy.

**28.3)** In the event an appeal is requested for a decision reached by management during the conflict resolution process, and should there be a bonafide reason for appeal, an appeals committee shall be appointed , or struck, by the Chief and Council, for which the following will apply:

- (i) Should either party of a dispute disagree with the final decision made, this party can make a written request to meet with the Appeal Committee within ten (10) working days from the date of the decision made by Human Resources and Chief Operating Officer on dispute brought forth.
- (ii) All employees are bound by the contents, intent, and application of this policy, and are expected to abide by the policy and procedures.
- (iii) Should an employee have a disagreement or dispute with respect to the contents, intent, and/or application of this policy, she/he may make a written request to their program manager to address this disagreement or dispute before the Redress Committee. Should the program management deem the concern valid, the program manager shall notify the Appeal Committee and arrange for a meeting within ten (10) working days of this grievance.

## **28.4) General Provisions and Procedures - Appeal Process**

- i. In the case where there are unresolved issues between employees, the Appeals Committee shall meet within seven (7) working days after receipt of the formal letter of appeal. Within a further seven (7) working days, they will contact the other employee or parties concerned, hear the details of the concerned dispute, and render a final decision.
- ii. In the event the employee has a disagreement and/or dispute with respect to the contents, intent, and application of this policy, the Appeals Committee shall meet within seven (7) working days after receipt of formal letter of appeal. Within a further seven (7) working days, they will contact the concerned employee or parties, hear the details of the concerned dispute, and render a final decision.
- iii. Formal notice of the final decision will be hand-delivered to the concerned employee or parties in writing, signed by Appeal Committee Chairperson and Chief and Council.
- iv. Decisions made by the Appeal Committee will be final.

## **29) CONFLICT(S) OF INTEREST**

**29.1)** This conflict of interest policy provides applies to all people resources that may be governing Peguis First Nation, or that may be working for Peguis First Nation, including, but not limited to, all employees of the Band, its organizations, Boards of Directors, Committees, Sub-Committees, third party contractors or consultants hired by the First Nation, and Chief and Council.

**29.2)** For guidance what might constitute a conflict of interest, in its entirety in the Peguis environment and how to proceed in the Peguis environment, please consult the PFN Conflict of Interest Policy. For purposes of this policy, a conflict of interest follows our general definition of such, and laid out as below.

**29.3)** A Conflict of interest refers to, but is not limited to, a personal interest in any matter that is in direct conflict with the duties and responsibilities of an employee. It may include any situation in which an employee may have a private or personal interest that may influence the performance of their assigned and/or official duties and responsibilities, or where by their involvement in the proceedings may be able to influence the proceedings and decision making processes surrounding the matter.

**29.3.1)** A Conflict of interest can be further defined, or may exist in such a case where any person who may hold a public office, or be on a Board of Directors, or hold other such type of a role or position, and who otherwise would have a legal obligation as a result of holding that position to act in the best interest of their constituents or organization, use that office for financial or material gain, or for their own benefit in any way, or for the benefit of their respective families to the detriment of the interests of the Peguis First Nation Band, Band programs and employees, or community members.”

**29.4)** No employee shall use or disseminate employment or employment-related information for their own gain, for the purpose of promoting partisan politics, or for discrediting the Band and/or Band organization, without violating the terms and conditions of the Confidentiality Agreements they have signed at the outset of their employment

**29.4.1)** A breach of confidentiality, or trust, is considered a serious or major infraction of this *Human Resources Policy and Procedure Manual* and could be met with disciplinary action up to and including termination of employment.

**29.5)** No class of employee shall engage in outside business endeavors or employment which may reflect badly on their status as an employee or on the Band and/or Band organization they may be employed by.

**29.6)** No employee shall be involved in the hiring process of an immediate family member to avoid potential acts of nepotism and to avoid any conflicts of interest.

**29.7) General Provisions and Procedures - Conflict(s) of Interest**

- i. Any employee who thinks that she/he may be in a potential conflict of interest situation must meet with her/his direct supervisor to discuss and document the situation on the conflict of interest disclosure form to the Chief Operating Officer or in the case of the Chief Operating Officer the Chair of the Finance and Audit Committee.
- ii. In the event where an actual conflict exists the employee will refrain from participating in any discussions or decision making respecting circumstances of the conflict. In the case where a potential conflict of interest exists, the employee may be asked to relinquish involvement in the activity and should refrain until directed otherwise by the Chief Operating Officer.
- iii. In the event of breach of this policy, the employee will be subject to disciplinary action outlined by the disciplinary process outlined in this policy, which may include suspension, demotion or reassignment, or termination from employment.

## **30) INTERNET AND SOCIAL MEDIA USAGE**

**30.1)** Peguis First Nation provides internet services and email access as tools which enable employees to perform their jobs effectively and efficiently.

**30.2)** As a necessary condition of their employment, all employees will be required to read and understand the Peguis First Nation Information Technology and Usage Policy.

**30.2.1)** This same policy above also contains the Social Media policy for Peguis First Nation.

**30.3)** Social Media refers to forms of electronic communication in which users create online communities to share information, ideas, personal messages, and other content. Social Media platforms may include, as examples only: Facebook, Twitter, LinkedIn, and Instagram.

**30.4)** All employees shall refrain from using personal or work profiles and/or social media postings during working hours.

**30.5)** At all times, employees must take every reasonable precaution so that when they are posting to their social media accounts they do not conflict with Band policies and/or directives and are respectful and appropriate with respect to work standards outlined in this Human Resources Policy and Procedure Manual.

**30.5.1)** Inflammatory comments, unprofessional remarks made about the Band, Band program or organization, Band employees, customers, clients, and/or vendors will not be tolerated.

**30.5.2)** Using Social media to communicate confidential information will result in disciplinary action up to and including termination of employment.

**30.6)** Violation of this policy, in its whole or in part, can lead to the appropriate disciplinary action which may include termination of employment.

**END OF POLICY**