

The Eel Ground First Nation wishes to strengthen its relationship with its employees and provide them with a safe and effective workplace; and

The Eel Ground First Nation wishes to take a leading role in the development and implementation of human resource policies among First Nations; and

The Eel Ground First Nation intends to exercise good governance for the benefit of its members.

EEL GROUND FIRST NATION



HUMAN RESOURCES POLICIES

EMPLOYEE HANDBOOK

April, 2011

Eel Ground First Nation
Human Resources Policies¹
EMPLOYEE HANDBOOK

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HR-1: Definitions, Powers and Duties

1.0 DEFINITIONS

- 1.1 “Additional Vacation Leave” means the additional vacation leave that an employee may be entitled to receive, over and above their statutory vacation leave.
- 1.2 “Anniversary Date” means the annual day which the employee first commenced their employment.
- 1.3 “**Band Manager**” means the person appointed to manage and oversee all First Nation operation and administration functions. The CEO may also be appointed by Council to serve as Band Manager.
- 1.4 “**Chief Executive Officer (CEO)**” means the person elected to be the Chief of Eel Ground First Nation.
- 1.5 “**Competition**”
- a) “**Closed Competition**” subject to section 6.09 means a competition that is only open to Employees and First Nation Members;
 - b) “**Internal Competition**” subject to section 6.09 means a competition that is only open to Employees; and
 - c) “**Open Competition**” means a competition that is open to Employees, First Nation members and the general public.
- 1.6 “**Councillor**” means a person elected to serve the community as a Councillor and member of First Nation Council.
- 1.7 “**Employee**” means a person employed by the First Nation, and includes temporary employee, regular employee, seasonal employee or term employee. Employee does not include independent contractors hired by the First Nation;
- a) “**Temporary Employees**” are individuals hired for short-term work, not to exceed 90 working days within a calendar year, where the position is not expected to become regular.
 - b) “**Regular Employee**” means an individual appointed to a position on the Plan of Establishment in a full-time, permanent capacity;
 - c) “**Seasonal Employees**” are individuals hired for short- term employment consistent with seasonal requirements or nature such as fishing, construction, logging etc. Seasonal work is generally of a reoccurring nature however there is no implied guarantee that individuals hired for one season will be rehired the following year. Positions are generally not required or included on the Plan of Establishment as needs vary from year to year; and
 - d) “**Term Employee**” means an individual appointed to a position with a specific beginning and termination date. Generally term positions are created for temporary needs or projects not expected to exceed two years.
- 1.8 “**First Nation**” means all Eel Ground First Nation offices, divisions, departments, units and centers including: Administration, Health, Policing, Education, Community Development, Group Home, Child and Family Services, Social Development, Head Start and any other operational or administrative group or unit employed or funded by Eel Ground First Nation.
- 1.9 “**Independent Contractor**” means an individual or company that has been retained by the First Nation to deliver specific services. Independent contractors are not covered by the provisions contained in the Eel Ground Human Resource Policy. Independent Contractors are expected to pay their own workers compensation contributions and other insurance coverage premiums, when providing services.
- 1.10 “**Position**” means a position of employment with the First Nation as shown on its Plan of Establishment.

- 1.11 **“Program Manager”** means the person responsible for the management of a particular Department, (i.e. the Principal, Director of Child and Family Services, Finance Director, Health Director, etc).
- 1.12 “Short-term work” means employment that is not regular, is for a short period of time and has no expected date of recall.
- 1.13 “Status” refers to an individual who, under the *Indian Act*, R.S.C. 1985, c. I-5, is registered as an “Indian” or entitled to be registered.
- 1.14 “Statutory Vacation Leave” means the vacation entitlement that an employee is entitled to receive from the employer under the *Canada Labour Code*.

“Vacation Leave” means the vacation leave that an employee is entitled to receive, which may include statutory and additional vacation leave entitlement.

2.0 POWERS AND DUTIES OF THE CHIEF EXECUTIVE OFFICER

2.1 The Chief Executive Officer:

- a) shall provide for the appointment of qualified persons to positions with the First Nation in accordance with the provisions of this Policy, the law and any applicable collective agreement;
- b) shall formulate and administer procedures for the transfer of Employees within the First Nation;
- c) shall be responsible for Human Resources Management within the First Nation and the determination of terms and conditions of employment of persons employed by the First Nation;
- d) may, in such manner and subject to such terms and conditions as he/she directs, delegate any of his or her powers and duties under this policy;
- e) may revise re rescind and reinstate any delegation made under paragraph(d);
- f) may do such other acts and things as may be necessary for the proper and efficient administration of the provisions of this Policy; and
- g) may, when he/she considers it to be in the best interest of the community, exercise his /her discretion.

3.0 POWERS AND DUTIES OF THE BAND MANAGER

3.1 The Band Manager, as delegated under section 2.0:

- a) shall provide for the appointment of qualified persons with the First Nation in accordance with the provisions of this Policy, and law;
- b) shall formulate and administer procedures for the transfer of Employees within the First Nation;
- c) shall be responsible for Human Resources management in the First Nation and the determination of terms and conditions of employment of persons employed by the First Nation;
- d) shall establish policies ,procedures and forms respecting the recruitment and selection of personnel including the records to be kept in relation thereto;
- e) shall prescribe the conditions and procedures for lay-off, rejection from employment and or reinstatement;
- f) shall establish salary ranges, rates and conditions of pay for the various positions within the First Nation;

- g) shall prescribe benefits for Employees;
- h) shall set policies respecting the confidentiality of record or other documents kept under this Policy and the disclosure of information contained therein;
- i) shall establish policies respecting all such matters and things as are necessary to carry out the provisions and proper administration of this Policy; and
- j) shall monitor, review and amend the Human Resource Policy on an as required basis, subject to the approval of the Chief and Council.

4.0 DUTIES OF THE PROGRAM MANAGERS

4.1 As determined by the Chief and Council:

- a) The Program Managers are responsible to manage, direct and oversee all of the daily Operational and Human Resources activities and requirements of his/her unit, division or department;
- b) Program Managers report to the Band Manager;
- c) Program Managers are tasked with ensuring that all Employees comply with the policies contained in this document. They shall monitor, keep records and report upon related activities as prescribed in the policies.

HR-3: Approved Leave of Absence

1.0 MATERNITY AND PARENTAL LEAVE

1.1 Eel Ground First Nation assists its Employees with their family responsibilities by providing maternity and parental leave.

1.2 MATERNITY LEAVE

- a) Every Employee who:
 - I. has completed six (6) consecutive months of continuous employment with the First Nation, and
 - II. provides the Band Manager with a certificate of a qualified medical practitioner certifying that she is pregnant, is entitled to and shall be granted a leave of absence from employment of up to seventeen weeks
- b) Maternity leave shall begin on such date, no sooner than thirteen(13) weeks preceding the expected date of delivery or confinement,
- c) Where an employee wishes to take maternity leave, they shall provide the Band Manager with at least four(4) weeks written notice as to the date on which they wish to begin their maternity leave.
- d) Where an employee, or two employees for the same birth, combine their maternity leave with parental leave, the total amount of leave may not exceed 78 weeks.

1.3 PARENTAL LEAVE

- a) Subject to subsections 1.3.a) and 1.3.b), every Employee who has completed six consecutive months of continuous employment with the First Nation is entitled to and shall be granted a leave of absence from their employment up to 63 weeks to care for a new-born child of the Employee or a child who is in the care of the Employee for the purpose of adoption under the laws of New Brunswick.
 - i. The leave of absence may only be taken during the 63 week period beginning, in the case of a new-born child of the Employee, , on the day the child is born or comes into the actual care of the Employee;
- b) The aggregate amount of leave that may be taken by two Employees under this section in respect of the same birth or adoption shall not exceed 63 weeks or 78 weeks if combined with maternity leave

2.0 FAMILY LEAVE - SUPPLEMENTARY TO UNEMPLOYMENT BENEFITS –SUB

- 2.1 Eel Ground First Nation is committed to assisting Employees by supplementing Employment Insurance benefits received by workers due unemployment caused by pregnancy, birth, adoption of a child (children) and compassionate leave for workers who, under the Employment Insurance Act, apply for compassionate leave in order to care for an immediate family member whose life expectancy is not expected to exceed 6 months.
- 2.2 Employees disentitled or disqualified from receiving Employment Insurance benefits may not be eligible for Supplementary Unemployment Benefits (SUB).
- 2.3 Level of benefits: A top up to 93% of the Employees' normal weekly salary. This represents the total employment insurance gross benefits, the supplementary unemployment benefits and any other earnings. Financing for SUB comes out of the First Nations revenue and as such may be denied in times of budget constraint.
- 2.4 All Employees who access maternal or parental leaves and who have completed 12 months of consecutive employment with Eel Ground First Nation may be eligible for supplementary unemployment benefits for a period of 15 weeks.

3.0 COMPASSIONATE CARE AND FAMILY CAREGIVER LEAVES

Compassionate Care Leave

- 3.1 For compassionate care, a "family member" is an individual related to an employee whose relationship is described under the Employment Insurance program. For a full list please refer to Compassionate care benefits program under the Employment Insurance Act.
- 3.2 An employee may take up to twenty eight (28) weeks of unpaid Compassionate leave within a 52-week period, to provide care and support to a family member who has a serious medical condition with a significant risk of death.
- 3.3 An employee who wishes to take Compassionate leave must obtain a medical certificate from a medical doctor or nurse practitioner, stating that the family member has a serious medical condition and as a result, there is a significant risk of death within 26 weeks.
- 3.4 Where two or more employees wish to take Compassionate leave with respect to the same family member, the total amount of leave cannot exceed twenty eight weeks (28) weeks.
- 3.5 The compassionate care leave begins during one of the following weeks, whichever occurs first:
 - a) the week the medical doctor or nurse practitioner signs the medical certificate; or
 - b) the week the doctor or nurse practitioner examines the gravely ill family member; or

- c) the week the family member became gravely ill, if the doctor can determine that date (for example, the date of the test results).
- 3.6 The leave ends when:
- a) 28 weeks of compassionate care have been completed; or
 - b) the gravely ill family member dies or no longer requires care or support; or
 - c) the 52-week period has expired.
- 3.7 **Supplementary Unemployment Benefit for Compassionate Leave:** All Employees who have worked more than 12 months of consecutive employment with Eel Ground First Nation and who elect to take compassionate leave in order to care for an immediate family member whose life expectancy is not expected to exceed 6 months may be entitled to supplementary unemployment benefits for up to 93% of the Employees' normal weekly salary for a period of 6 weeks.
- Family Caregiver Leave**
- 3.8 For Family Caregiver leaves, a "family" member includes immediate family as well as other relatives and individuals considered to be like family, whether or not related by marriage, common-law partnership, or any legal parent-child relationship.
- 3.9 An employee, who has worked at least six consecutive months, may take up to thirty five (35) weeks of unpaid leave (consecutive or not) to provide care or support to a critically ill or injured child under 18, or to provide care or support to a critically ill family member who is an adult (18 years of age or over) for up to fifteen (15) weeks (consecutive or not) within a 52 week period,
- 3.10 The employee must provide a medical certificate issued from a medical doctor or nurse practitioner, stating that the child or adult is critically ill or injured and requires the care or support of one or more of their family members.
- 3.11 Where two or more employees wish to take family caregiver leave with respect to the same child or adult family member, the total amount of leave cannot exceed thirty five (35) weeks, where leave is for a child, and fifteen (15) weeks, where leave is for an adult family member.
- 3.12 The family caregiver leave begins during one of the following weeks, whichever occurs first:
- a) The first day of the week the medical doctor or nurse practitioner signs the medical certificate; or
 - b) Where leave begins before the certificate is issued, the day which a medical practitioner certifies that the child is critically ill.
- 3.13 The leave ends when:
- a) 35 weeks of critical illness care for a child, or 15 weeks for an adult, within a 52 week period, have been completed; or
 - b) The last day of the week that the critically ill child or adult dies or no longer requires care or support; or
 - c) The 52-week period has expired.
- 3.14 **Supplementary Unemployment Benefit for Critical Illness Leave:** All Employees who have worked more than 12 months of consecutive employment with Eel Ground First Nation and who elect to take critical illness leave in order to care for a family member who is critically ill as defined in this clause may be entitled to supplementary unemployment benefits for up to 93% of the Employees' normal weekly salary for a period of 4 weeks.

4.0 BEREAVEMENT LEAVE

- 4.1 When a death occurs in the family of an Employee or in a close relationship of the Employee, Eel Ground First Nation recognizes the need for the Employee to receive time off.
- 4.2 Employees shall apply for and will be granted time off with pay to prepare for and attend the funeral of a close relative or friend.
- 4.3 The First Nation may grant additional time off for reasons owing to location, delayed internment, the emotional well being of the Employee or other special circumstances.

GUIDELINES FOR BEREAVEMENT LEAVE

- 4.4 The Band Manager will determine the appropriate time off in consideration of the circumstances and in the best interests of the First Nation Operations within the following guidelines.
- 4.5 Employees may be granted a leave of absence of a maximum of seven consecutive calendar days, including the day of the funeral, with no loss of pay owing to the death of a spouse, parent or child; and
- 4.6 Employees may be granted a leave of absence of a maximum of five consecutive days, including the day of the funeral, with no loss of pay owing to the death of a brother, sister, aunt, uncle grandchild, grandparent, mother-in law, father-in law, sister-in-law, brother-in-law or a relative living in the household of the Employees.

5.0 VACATION LEAVE

- 5.1 This Policy provides regulations under which vacation is allotted and approved by management. Program Managers are responsible to ensure that allotment of vacation is properly implemented.
- 5.2 In recognition of years of service, and to acknowledge the importance of maintaining the balance of family life and work, Eel Ground First Nation grants vacation leave to Regular or Term Employees, surpassing employee vacation leave entitlements contained in the *Canada Labour Code*. Such vacation leave includes the provision of statutory vacation leave under the *Canada Labour Code* and additional vacation leave over and above the statutory entitlement.
- 5.3 Vacation leave for all regular and term employees begins accruing from the first day of their employment. During the first three (3) months of employment, an employee shall not be permitted to take their vacation leave.
- 5.4 Eligible employees shall receive the following annual vacation leave with pay after reaching the level of continuous service shown below. The week or day referred to is the normal work day or week for the Employee.
- 5.5 Unless otherwise earned or negotiated Employees shall be entitled to:
 - a) Upon hire, an Employee is entitled to four (4) weeks of vacation (up to 20 working days per year). Such vacation leave entitlement will consist of two (2) weeks of statutory vacation leave and two (2) weeks of additional vacation leave. In the first year of employment vacation will be prorated based on the months of service worked in that year.
 - b) After five (5) years of continuous service and up until nine (9) years of continuous service an employee is entitled to five (5) weeks (up to 25 working days per year) of vacation leave. For employees who have 5 years of continuous service, two (2) weeks of their vacation leave entitlement will consist of statutory vacation leave. For employees who have 6 to 9 years of continuous service, three (3) weeks of their vacation leave will consist of statutory leave.

- c) Employees who have ten to fourteen (10 – 14) years of continuous service are entitled to six (6) weeks (30 working days per year) of vacation leave. Such vacation leave will consist of three (3) weeks statutory vacation leave and three (3) weeks additional vacation leave.
- d) Employees who have fifteen - nineteen (15 -19) years of continuous service are entitled to seven (7) weeks (35 working days per per year) of vacation leave. Such vacation leave will consist of three (3) weeks statutory vacation leave and four (4) weeks additional vacation leave.
- e) Employees who have twenty (20) or more years of continuous service are entitled to eight (8) weeks (40 working days per year) of vacation leave. Such vacation leave will consist of three (3) weeks statutory vacation leave and five (5) weeks additional vacation leave.

Vacation leave, as per section 5.5, would increment as such:

Years	Statutory Leave (weeks)	Additional Leave (weeks)	Total Vacation Leave (weeks)
1-4	2	2	4
5	2	3	5
6-9	3	2	5
10-14	3	3	6
15-19	3	4	7
20+	3	5	8

- 5.6 Vacation days /weeks may not be advanced, borrowed or given to other Employees.
- 5.7 After the first three (3) months of employment, employees who wish to take vacation leave shall make a request to their Manager, Director or the Band Manager, who will be responsible for scheduling and final approval of the vacation leave.
- 5.8 Employees taking vacation leave must use their statutory vacation leave first before they are eligible to use their additional vacation leave.
- 5.9 Except as reasonably determined by the CEO, in order to minimize interruptions to service, all Regular and Term Employees are required to use two (2) weeks of their annual vacation credits during the Christmas Break. Such two (2) week vacation leave shall be considered seven (7) days of the employees' statutory vacation leave. The remainder of the employees' vacation credits, where such exist, may be scheduled at any time during the year that the Program Manager deems appropriate.
- 5.10 Employees are eligible to carry over their vacation leave up to ten (10) months following their annual anniversary date, in accordance with the provisions of the *Canada Labour Code*.
- 5.11 If an employee does not use their vacation days within the 10 months following their employment anniversary date, then such vacation entitlement that is not statutory vacation leave will be forfeited. To avoid this situation from occurring, the employer has the prerogative to determine when an employee must use their remaining vacation days.
- 5.12 Employees eligible for statutory vacation days who are unable to use their statutory vacation time by the end of the fiscal year, and do not wish to carry their statutory vacation days over to the following year will receive remuneration in place of vacation days at the end of the fiscal year. In such instances, prior to the end of fiscal year, a request in writing must be made to the CEO for the remuneration of the unused statutory vacation days.

- 5.13 Seasonal and Temporary workers will receive four (4%) of annual earnings in lieu of vacation. Unless otherwise agreed upon such remuneration will be built into his/her regular salary. Employees receiving four percent in lieu of vacation will not be paid for the blocked periods of time identified in this section six with the exception of statutory holidays, unless they work such periods.
- 5.14 Employees wishing to take scheduled vacation must submit a request for leave form, preferably one month in advance of the desired time, to his/her immediate supervisor.
- 5.15 Program Managers will make every reasonable effort to accommodate an Employees' request for leave however; they have the right to refuse such requests in consideration of operational requirements and or other employees' requests during the same time frame.
- 5.16 Should two (2) Employees, in the same work group or unit, request leave for the same time period and such simultaneous absence create an unreasonable burden on the operation the Employee with the most seniority/service will be given preference.
- 5.17 Program Managers are responsible for maintaining an accurate record of vacation credits and debits for each Employee.
- 5.18 Approved vacation may be cancelled and re-scheduled in the event of unpredicted workload or in circumstances where the Band Manager or CEO determines the First Nation's best interests prevail.

6.0 VOLUNTARY LEAVE

- 6.1 Eel Ground First Nation recognizes the need from time to time to support Employees with flexible working arrangements, and at the same time provide rotational opportunities for the purpose of staff development. Consistent with operational requirements the First Nation may grant short-term voluntary leave without pay of 5 working days or less to assist with travel, eldercare, family issues, and other valid reasons as determined by the program manager.
- 6.2 Employees wishing to take voluntary leave of more than 5 working days must submit such a request to the Band Manager a minimum of one month where possible in advance of the desired time frame. The Band Manager will consider each case on an individual basis in light of operational requirements and has complete discretion in rendering his/her decision.

7.0 EMERGENCY LEAVE

- 7.1 Eel Ground First Nation recognizes there may be unavoidable times, conditions and circumstances that prevent an Employee from reporting for work.
- 7.2 The program manager may grant such emergency leave to an Employee, with or without pay, depending on the circumstances and at his/her discretion.
- 7.3 Employees who are in such instances shall so advise their immediate supervisor or program manager as soon as reasonably possible.

8.0 EDUCATIONAL LEAVE

- 8.1 Eel Ground First Nation is committed to the professional growth and development of their staff. As such, the CEO may grant leave to a regular Employee, with or without pay, to pursue further education, training and development for a maximum of one year
- 8.2 Such leave is considered in light of, but not limited to, operational requirements, nature of training relative to the Employee's position and the best interests of the First Nation.

8.3 Requests for such leave must be submitted to the Band Manager at least one month prior to the desired time frame.

9.0 ENTREPRENEURIAL LEAVE

9.1 Eel Ground First Nation is committed to Economic Development and the support of community Entrepreneurs. This policy is designed to promote and facilitate opportunities for Employees to take unpaid leave for the purpose of developing First Nation businesses within or outside of the community.

9.2 Eel Ground First Nation will consider granting a continuous period of leave without pay for a maximum of two years to Regular Employees who wish to pursue the development of a First Nation business.

9.3 The nature of the business being developed should not involve potential conflict of interest in relation to the Employee's former position and access to information. During the leave the business activities must not involve the supply of goods or services to the First Nation. These restrictions continue upon return to work.

9.4 Upon return from leave the position and duties held by the Employee prior to the leave may not be available. However, the Employee is guaranteed re-employment with the First Nation at a salary level equivalent to the one he/she held previously.

9.5 This guarantee of re-employment is conditional upon and subject to any position and/or budget reduction process which may be in effect at the time of re-employment.

9.6 Entrepreneurial leave must be requested in writing and is subject to the approval of Chief and Council.

10.0 SICK LEAVE

10.1 Eel Ground First Nation is committed to the well being of their Employees and recognizes there are times when illness and/ or injury prevents the Employee from performing his/her job responsibilities. In such instances the supervisor may grant the Employee time off with pay. Sick leave credits are to be considered as an insurance against lost pay and not an entitlement to be used for any reason other than illness or injury.

10.2 Sick leave is an approved leave and as such the Employee must notify his/her Program Manager immediately in the event of sickness and /or injury for approval of leave in each instance and /or day. Failure to notify and obtain approval may result in lost wages.

10.3 The Employee must complete and submit a written request for leave immediately upon his/her return to work. It is the Program Manager's responsibility to monitor such absences and keep track of the credits used.

10.4 Should an Employee call in sick for three (3) consecutive days the First Nation reserves the right to request a medical certificate substantiating the injury and /or illness.

10.5 Notwithstanding section 10.4 the First Nation may, in any event and on any occasion, request the Employee provide a medical certificate substantiating the illness or injury, which the Employee shall provide.

10.6 Unless otherwise determined by the CEO, an Employee may build up to 15 credits per annum at a rate of one and on quarter days per month. Credits are earned on an annual basis, from April 1 – March 31, and cumulative to a maximum of 30 credits.

10.7 Notwithstanding section 10.6, the sick days earned by seasonal, temporary and part-time employees will be prorated based on the number of days worked.

10.8 Under certain circumstances the Band Manager may authorize an Employee to borrow up to fifteen (15) credits for sick days in advance of earning.

- 10.9 Once an Employee has used his/her maximum credits, each subsequent day will be deducted from his/her pay.
- 10.10 Should the Employee's sickness or injury require them to be away from work beyond the period covered by their sick credits, they should apply for additional benefits under the Government of Canada's Employment Insurance Act. The Act provides for 17 weeks of sick benefit to those that qualify. Eel Ground First Nation holds no responsibility for whether or not the Government of Canada approves an Employee's request for sick benefits.
- 10.11 If the Employee's illness or injury is expected to last beyond the available benefit through Employment Insurance, and if the Employee is a member of the First Nation's Group Insurance Policy he/she may apply for long term disability.
- 10.12 In either instance of short-term or long term absence due to illness and or injury the Employee must complete a request for leave form and submit it to the Band Manager with the expected return to work date in order to ensure that his/her position is held. The First Nation reserves the right to temporarily fill the Employee's position.
- 10.13 Should the Employee's injury or illness is such that they are unable to return to work in their previous position, every reasonable effort will be made to provide alternative employment, in keeping with the Employee's qualifications and experience and the Duty to Accommodate as described in this document. If, however, there are no suitable opportunities and or the illness or injury is such that the Employee is unable to return to work on a permanent basis, the First Nation may terminate the Employee's employment in order to staff his/her position on a permanent basis.
- 10.14 As noted above, sick credits are considered to be insurance against illness and any directly resulting short-term absence from work. Employees will not receive remuneration for unused sick credits in any event or on any occasion.

11.0 FAMILY RESPONSIBILITY LEAVE

- 11.1 Eel Ground First Nation is family-orientated and recognizes the responsibilities and commitments of Employees to their family member. For the purposes of these policies, family is defined as spouse (or common-law partner who resides with the employee), children (including foster children or children of spouse or common-law partner), grandchildren (including grandchildren of spouse or common-law partner), parents (including step-parents or foster parents), siblings (including step-siblings), or any relative permanently residing in the Employee's household or with whom the employee permanently resides.
- 11.2 Regular and term employees are entitled to family responsibility leave with pay but such leave shall not exceed five(5) working days in a fiscal year and may be prorated by the number of months that an employee has worked in the year
- 11.3 Subject to 11.2, the First Nation shall grant Family Responsibility Leave with pay under the following circumstances:
- a) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the Program Manager was notified of the appointment as far in advance as possible;
 - b) to provide for the immediate and temporary care of a sick member of the Employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
 - c) for the care of a sick member of the Employee's family who is hospitalized;
 - d) to provide for the immediate and temporary care of an elderly member of the Employee's family;
 - e) for needs directly related to the birth or the adoption of the Employee's child;
 - f) to provide time to allow the Employee to make alternate arrangements in the event of fire or flooding to the Employee's residence.
- 11.4 Family Responsibility Leave may not be advanced, borrowed or given to other employees.
- 11.5 Employees wishing to take Family Responsibility Leave must submit a request for leave form.
- 11.6 Family Responsibility Leave is not cumulative and may not be carried over (banked).

HR-5: Hours of Work

1.0 The general hours of work established for Employees of Eel Ground First Nation are:

- a) Monday to Thursday 9am -4pm.
 - b) Friday 9am to 12 noon.
- 2.0** Notwithstanding section 1.0, above, operational requirements within First Nation Operations are different from one unit to another and, as such, it is necessary to align hours of work to the nature of the position held by the Employee (i.e.; teachers, police, on-call counsellors etc.). In such instances hours of work will be established by the Employee's supervisor.
- 3.0** Employees are entitled to two fifteen minute health breaks during the course of the work day. Such breaks will be scheduled by the supervisor in consideration of operational demands.
- 4.0** The Band Manager, in consultation with the Program Manager, may agree in certain circumstances to allow Employees to work alternate or flexible hours. Such arrangements will be made in consideration of operational requirements.
- 5.0** Employees are expected to work the full hours scheduled by their supervisor. It is recognized that from time to time Employees may not be able to be at work on time or required to leave early for specific reasons. Such time away from work must be approved in advance, by his/her immediate supervisor.
- 6.0** Should Employees be habitually late or leave their post without approval such actions may warrant intervention, job modification, loss of pay and/ or disciplinary action.
- 7.0** As with any other leave Employees may be docked for time missed without approval.

HR-6: Statutory and Sanctioned Holidays

1.0 HOLIDAYS

- 1.1** New Years Day, Family Day, Good Friday, Easter Monday, Victoria Day, Aboriginal Day, Canada Day, New Brunswick Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day are considered to be Statutory Holidays.
- 1.2** Certain other cultural ceremonies or other events of significance to the Eel Ground First Nation may also be designated as holidays. In such instances, a notice will be posted in advance to advise Employees and the community.
- 1.3** Should any of the above holidays fall on a weekend, the following weekday will be observed in its stead.
- 1.4** Should one of the holidays fall into an approved vacation or sick leave, that day will not be considered or deducted from vacation or sick credits.
- 1.5** An employee must be employed for a minimum of 30 calendar days prior in order to be eligible for holiday pay

HR-7: Overtime

- 1.0 Time worked in excess of 8 hours per day or 40 hours per week must be authorized, in advance, by the Employee's supervisor in order to be considered overtime.
- 2.0 Pay for overtime will be reimbursed in accordance with the law.

HR-8: Establishing Salary Ranges and Rates of Pay

1.0 SALARY RANGES

- 1.1 The Band Manager shall establish and recommend to the Chief and Council salary ranges for each classification identified on the First Nation's Plan of Establishment.
- 1.2 Salary ranges will be established in consideration of:
 - a) the job functions and responsibilities as identified in the job description for the particular position,
 - b) the level of qualifications and experience required to perform the responsibilities of the position,
 - c) the relative relationship of the position responsibilities as compared to other positions with similar levels of responsibilities,
 - d) the relative level of authority and responsibility in the hierarchy of the organization,
 - e) market research and or demands,
 - f) any negotiated special conditions or terms of employment,
 - g) budgeted allocations for labour and benefit costs, and
 - h) any other factors that the Chief and Council consider to be the best interest of the First Nation.
- 1.3 Unless otherwise recommended by the Band Manager, salary ranges shall generally be reflective of a three step range to acknowledge and compensate for the entry, intermediate and senior level qualifications/experience.
- 1.4 Salary Ranges may be reviewed on an annual basis to determine whether the range should be revised to reflect a cost of living adjustment, changes to job functions, market or budgetary issues.
- 1.5 Increases or other changes to Salary Ranges must be approved by, and are at the discretion of, the Chief and Council In consideration of budgetary constraints.

2.0 ESTABLISHING RATES OF PAY

- 2.1 It is the responsibility of the Band Manager to set appropriate levels of compensation for appointment to positions within the First Nation, hiring of Temporary or Casual workers and or contracted staff.
- 2.2 Remuneration shall fall within the established Salary Ranges_and rates of pay shall be consistent with established norms set for equal experience and qualifications.

- 2.3 Each new Employee will receive confirmation of his /her rate of pay and salary range in their official Offer of Employment.
- 2.4 The Band Manager will seek approval from Chief and Council for any deviation from the established ranges or norms, prior to an Offer of Employment being extended.

3.0 PROMOTIONS WITHIN ESTABLISHED RANGES

- 3.1 Program Managers shall review the performance of each Employee against job expectations and First Nation goals annually and make recommendations to the Band Manager as to whether the Employee merits promotion within the established Salary Range.
- 3.2 Notwithstanding the above, it is understood that promotions within the range are not guaranteed and conditional, among other things, on the financial position of the First Nation.

4.0 ADDED RESPONSIBILITY PAY

- 4.1 Employees who, on instructions by the Band Manager are assigned to perform work of significant responsibility in addition to the duties and responsibilities of their normal position may receive an increase in salary for the period of time during which they are assigned the extra responsibilities.
- 4.2 It is recognized that extra responsibilities may require Employees to work hours in excess of their normal workweek. The additional pay is intended to compensate the Employee for such increased workload; therefore those receiving added responsibility pay are generally not entitled to overtime pay.
- 4.3 The Band Manager will determine whether an Employee is eligible to receive added responsibility pay in consideration of the First Nation's financial position as well as the potential impact on maintaining relativity within established Salary Ranges.

5.0 ACTING PAY FOR TEMPORARY ASSIGNMENTS

- 5.1 Employees who, on instructions by the Band Manager are requested to temporarily perform the job functions of another vacant position, whose salary range has been classified higher than that of the Employee's current position may receive an increase in salary, provided the increase does not exceed the maximum rate of pay established for the acting position.
- 5.2 The Band Manager will consider the individual's background, education and experience in relation to the requirements of the acting position in determining whether he/she warrants temporarily acting pay.

6.0 PAY PERIODS

- 6.1 Unless otherwise determined salaries are paid on a bi-weekly basis. Employees are paid each second Thursday for the two week pay period.
- 6.2 Pay cheques, regardless of whether they are electronic or hard copy will be accompanied by all pertinent information regarding the Employee's pay.
- 6.3 New Employees will receive a full week's pay for the week which their employment commences.
- 6.4 Should adjustments be required to align with hours worked, etc., such adjustments will be included in the following pay period.

HR-10: Professional Fees

1.0 REQUIRED CERTIFICATION

- 1.1 The First Nation will pay any fees incurred for maintaining any membership, license, designation or certification when that membership, license, designation or certification is required by the position.

2.0 OPTIONAL CERTIFICATION

- 2.1 In cases where membership in a professional association is not required though it brings considerable benefit to the Employee and employer, the Band Manager may authorize payment of the membership fees.

HR-12: Pension and Benefits

1.0 EMPLOYMENT INSURANCE BENEFITS

- 1.1 Deductions for Employment Insurance Benefits are made for all Employees in keeping with legislative requirements and applicability. This amount, in addition to the First Nation's contribution, is remitted to the Receiver General for Canada each month.

2.0 CANADA PENSION PLAN FOR STATUS EMPLOYEES

- 2.1 The Eel Ground First Nation opted not to participate in the Canada Pension Plan therefore Status Employees are excluded from and do not contribute to CPP.
- 2.2 Where a Status Employee wishes to contribute to the CPP, and where Eel Ground as the employer has opted not to participate in CPP, the employee shall be required to make both their own, and their employers, required CPP contributions. In such instances the employee will be required to fill out Form CPT124 and submit to the Canada Revenue Agency.

3.0 PENSION CONTRIBUTIONS

- 3.1 Upon hire, all regular employees and term employees with a contract of at least six months, will be automatically enrolled in Eel Ground's private Registered Retirement Plan (RPP).
- 3.2 All eligible employees will be required to make pension contributions to the RPP through payroll deductions in the amount of 4.95%, less any contribution amount that the employee makes to CPP. RPP pension contributions will commence on the employee's first pay after enrollment and will be made through payroll deductions and directed by the employer to the employee's RPP.
- 3.3 Eel Ground First Nation, as the employer, will provide pension contributions for all eligible employees to Eel Ground's RPP in an amount of 4.95%, less any contributions made by Eel Ground to CPP on behalf of the employee.
- 3.4 Contributions by the employer and employee may be adjusted to reflect and be consistent with the annual legislative contribution rates of CPP.

4.0 VOLUNTARY GROUP INSURANCE PLAN

- 4.1 All Regular full time Employees and Term Employees of at least 6 months are eligible to join the First Nation's Group Insurance Plan following a 90 day waiting period for eligibility.
- 4.2 Payment for the First Nation's Group Insurance Plan is shared equally between the Employee and employer.
- 4.3 Information booklets will be made available to all Employees describing the benefits and particulars of the program.

HR-13: Retirement Allowance

- 1.0 The First Nation will pay a retirement allowance equal to one week' pay for each year of service worked to an Employee who has worked 5 or more years of continuous employment with the First Nation and retires. This may be paid in a lump sum upon retirement at the Employee's regular rate of pay.
- 2.0 In the event that an Employee retires and receives a retirement allowance and then later returns to work, any future retirement allowance will be based commencing the date of return to work.
- 3.0 The First Nation will pay a retirement allowance as a death benefit equal to the formula noted above to the Employee's estate following the death of an Employee with service of 5 years or more.
- 4.0 The First Nation may pay a similar allowance equal to the provisions noted above to an Employee who resigns or whose employment is terminated and who is:
 - a) of retirement age, and
 - b) with service of five years or more.

HR-14: Letters of Reference and Confirmation of Employment

1.0 LETTERS OF REFERENCE

- 1.1 Requests for reference shall be directed to the Band Manager to ensure the information released is accurate, appropriate, consistent, and complies with the law.
- 1.2 References will be provided in writing from the Band Manager directly and solely to the Employee for his or her use. Potential employers are requested to obtain the letter of reference directly from the Employee. No references will be provided by telephone or other means of communication.
- 1.3 References will be based on statement of facts about job performance, abilities, responsibilities and reasons for leaving the First Nation. Personal information such as lifestyle, religious practices, living arrangements, health, disabilities or marital status shall not be provided in any circumstance.
- 1.4 References will be based on documented records whenever possible, and or factual comments from past or present supervisors.
- 1.5 Where a former Employee has initiated litigation against the First Nation with respect to any termination of employment, the prospective employer will be so advised and no further comments on the Employee's performance or character will be provided.

2.0 CONFIRMATION OF EMPLOYMENT

- 2.1 To safeguard and protect Employee information requests for confirmation and /or verification of employment shall be treated in the same manner as outlined in "Letters of Reference".

HR-16: Employment Equity Commitment

- 1.0 All Employees have a right to respect and human dignity and to work in an environment free from intimidation and verbal or physical abuse.
- 2.0 The First Nation recognizes that talent, skill, capability and dedication are found equally in men and women, in people of different cultures, colours and backgrounds.
- 3.0 All recruitments, promotions and transfers to or from within the First Nation shall be free of discriminatory practices whether overt or systemic.

HR-17: Discrimination and Harassment

1.0 APPLICATION

- 1.1 Eel Ground First Nation is committed to providing a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in an atmosphere that promotes equal opportunities and prohibits discriminatory practices.

- 1.2 The First Nation will maintain a working environment that is free from all forms of discrimination or harassment and will provide for prompt resolution when situations of discrimination or harassment do occur. Employees against whom a complaint of discrimination or harassment has been substantiated may be severely disciplined up to and including dismissal.
- 1.3 Inquiries under this policy should be directed to the CEO. Notwithstanding the existence of this policy Employees have the right to seek assistance from the Canadian Human Rights Commission, even when steps are being taken under this policy. Complainants may also seek assistance from an attorney or other individual so engaged or hired by the complainant.
- 1.4 This policy is not intended to restrict the authority of those charged with managerial responsibilities in areas such as counselling, management – Employee relations, and/or the implementation of corrective actions consistent with Performance Management, nor is it intended to constrain social actions between people in the First Nation.
- 1.5 This policy applies to persons employed by, contracted by or associated with the First Nation. The scope of the policy is to deal with behaviours in the working environment and/or behaviours that have an impact on the work place or working relationships even though they take place at other sites. This includes but is not limited to:
 - a) at the workplace;
 - b) outside the working place, but work related;
 - c) at work related social functions;
 - d) in the course of work assignments outside of the workplace;
 - e) at work related conferences or training sessions;
 - f) over the telephone, e-mail or other forms of communication; and
 - g) during work related travel.
- 1.6 In circumstances where others with whom the First Nation conducts business have subjected an Employee of the First Nation to discrimination or harassment, the First Nation acknowledges its responsibility to support and assist the person subjected to discrimination or harassment and will pursue resolution to the fullest extent possible.

2.0 PURPOSE

- 2.1 The purposes of this policy are:
 - a) to maintain a working environment that is free from all forms of discrimination or harassment and to provide for prompt resolution of situations when either occurs;
 - b) to inform all Employees of the fact that harassment in the workplace may be a form of discrimination and may also be an offence under the law;
 - c) to set out the types of behaviour that may be considered offensive;
 - d) to establish a mechanism for receiving complaints of discrimination harassment and to provide a procedure by which the First Nation will deal with these complaints;
 - e) to provide guidelines for the steps a responsible employer can take towards maintaining a working environment in which Employees treat each other with mutual respect; and,

- f) to ensure the First Nation is in compliance with its statutory responsibilities and its procedures are in accordance with law.

2.2 For the purpose of this First Nation Policy, retaliation against an individual for any of the following actions will be treated as a violation of this policy and subject to discipline:

- a) for having invoked this policy;
- b) for having co-operated with any investigation under this policy; or
- c) for having been associated with a person who has invoked this policy or participated in those procedures.

3.0 WORKING DEFINITIONS

DISCRIMINATION

3.1 In this Policy "discrimination" means:

- a) Differential treatment of a person on the basis of that individual's actual or presumed membership in, or association with, some class or group of persons, rather than on the basis of personal merit;
- b) Differential treatment of a person or group on the basis of any characteristic referred to in this Policy;
- c) Differential treatment of a person or group on the basis of the individual's or group's actual or presumed association with another individual or group whose identity or membership is determined by any characteristic referred to in this Policy; or
- d) Failure to make reasonable accommodation for the special needs of any individual or group, if those special needs are based upon any characteristic referred to in this Policy.
- e) The applicable characteristics for the purposes of discrimination in this Policy are:
 - I. ancestry, including colour and perceived race;
 - II. nationality or national origin;
 - III. ethnic background or ethnic origin;
 - IV. religion or creed, or religious belief, religious association or religious activity;
 - V. age;
 - VI. sex and gender-determined characteristics or circumstances;
 - VII. sexual orientation;
 - VIII. marital status;
 - IX. family status;
 - X. source of income;
 - XI. political belief, political association or political activity;
 - XII. physical or mental disability or related characteristics or circumstances; and

XIII. conviction for which a pardon has been granted.

- f) It is also discrimination under this Policy to retaliate or threaten retaliation against any person who filed a complaint under this Policy, the alleged victim of any discrimination that is the basis for the complaint, or family members of the alleged victim or the complainant.
- g) Discrimination is unlawful.

HARASSMENT

3.2 In this Policy “harassment” includes:

- a) Abusive and unwelcome conduct;
- b) Improper conduct on the basis of any characteristic referred to above.

3.3 A person's motives are not relevant in deciding whether behaviour amounts to harassment.

3.4 Acts of harassment may be unlawful.

3.5 Harassment means any improper behaviour by an Employee that is directed at and is offensive to another Employee, and which that person knew or should reasonably have known would be unwelcome. It comprises objectionable conduct, comment or display made on either a one time or repeated basis that demeans, belittles, or causes personal humiliation or embarrassment to an Employee of the First Nation.

3.6 A person subjects another individual to harassment when he or she engages in unwanted and unwarranted conduct which has the purpose or effect of violating that other person's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for that other person.

3.7 Abuse of authority is a form of harassment that occurs when an individual improperly uses the power and authority of his or her position to endanger an Employee's job, undermine the performance of that job, threaten the economic livelihood of the Employee, or in any way interfere with or influence the career of the Employee. It includes intimidation, threats, blackmail and coercion.

3.8 Bullying is a form of harassment. It may be characterised by offensive, intimidating, malicious or insulting behaviour, or misuse of power through means intended to undermine, humiliate, denigrate or injure the recipient. It does not need to be based, or appear to be based, on gender, race or any other specific factor.

3.9 Examples of behaviour that may amount to harassment include:

- a) suggestive comments or body language;
- b) verbal or physical threats;
- c) insulting, abusive, embarrassing or patronising behaviour or comments;
- d) offensive gestures, language, rumours, gossip or jokes;
- e) humiliating, intimidating, demeaning and/or persistent criticism;
- f) open hostility;
- g) isolation or exclusion from normal work or study place, conversations, or

- h) social events;
 - i) publishing, circulating or displaying pornographic, racist, sexually suggestive or otherwise offensive pictures or other materials;
 - j) unwanted physical contact, ranging from an invasion of space to a serious assault.
- 3.10 The above list is not intended to be exhaustive. Many of the above examples of behaviour may occur through the use of internet, email, or telephone. All these examples may amount to harassment, particularly when the conduct is coupled with the inappropriate exercise of power or authority over another person.
- 3.11 Being under the influence of alcohol or otherwise intoxicated shall not be admitted as an excuse for harassment, and may be regarded as an aggravating feature.

SEXUAL HARASSMENT

- 3.12 Sexual harassment means any conduct, comment, gesture or contact of a sexual nature, whether on a one time basis or in a continuous series of incidents, that might reasonably be expected to cause offence or humiliation to an Employee; or that the Employee might reasonably perceive as placing a condition of a sexual nature on employment or on an opportunity for training or promotion. Generally, sexual harassment is deliberate, unsolicited, coercive and one sided and both male and female Employees can be the victim or the perpetrator.
- 3.13 Every Employee is entitled to a work environment that is free of sexual harassment. The First Nation shall make every reasonable effort to ensure that no Employee is subjected to sexual harassment.
- 3.14 The First Nation shall take such disciplinary measures as the First Nation deems appropriate, and in accordance with this Policy, against any person under the First Nations' direction who subjects any Employee to sexual harassment. Complaints of sexual harassment may be brought to the attention of the First Nation in accordance with the provisions of this Discrimination and Harassment Policy.
- 3.15 The identity of the complainant will be kept confidential in accordance with this Discrimination and Harassment Policy.

ABUSE OF AUTHORITY

- 3.16 Abuse of authority means an individual's improper use of position or authority with its implicit power to endanger Employees' jobs, to undermine job performance, to threaten the economic livelihood of Employees, or in any way to interfere with or influence an Employee's career. Actions which have been found to constitute an abuse of authority include but are not limited to:
- a) Intimidation;
 - b) Improper threats of dismissal;
 - c) Insults;
 - d) Unfair distribution of work and or training opportunities;
 - e) Unnecessary physical contact, and
 - f) Blackmail or coercion.

However, the rights of employers and supervisors to manage performance are specifically upheld.

POISONED WORK ENVIRONMENT

- 3.17 A poisoned work environment occurs when Employees are subjected to a workplace which is hostile, offensive or intimidating. Such environments often reflect workplaces where there are little or no efforts to restrain discriminatory or harassing behaviours.

UNSUBSTANTIATED COMPLAINT

- 3.18 An unsubstantiated complaint occurs when the investigator is unable to find evidence that the events of an incident constitute harassment as defined in this Policy. This does not necessarily mean that harassment did not occur but only that no independent corroboration of the complaint was discovered.

UNFOUNDED COMPLAINT

- 3.19 An unfounded complaint is one where an investigator finds evidence that the alleged incident could not have happened or that the complainant was using the process to discredit another individual. A disciplinary response will be taken against those complainants where evidence indicates their complaint was unfounded or filed for malicious purposes up to and including dismissal.

RESPONSIBILITIES

- 4.0 Every Employee of the First Nation is responsible to play a part in ensuring that the work environment is free from harassment.

- 4.1 This responsibility is to be discharged through the following activities:

- a) Avoiding any conduct which might constitute harassment;
- b) Voicing concerns if an Employee considers something to be offensive; and
- c) Treating all members of the organization and its clients in a manner that is free of harassment and respects individual differences.

In addition, any Employee of the First Nation who believes that a fellow Employee has experienced or is experiencing harassment or retaliation for having brought forward a complaint of harassment is encouraged to notify the CEO.

- 4.2 Employees with supervisory duties, the Band Manager, the Chief and Council members are obligated to carry out the additional responsibilities for due diligence in the application and enforcement of this policy. Therefore they are responsible to take action authorized by this policy if they have any knowledge of harassment, even though it may not involve an Employee who directly reports to them.

- 4.3 This responsibility is to be discharged through the following actions:

- a) Incorporating and promoting the principles of this policy in their daily activities;
- b) Discouraging and preventing workplace harassment. This is a continuing responsibility, whether or not formal written complaints of harassment have been brought to the attention of the First Nation;
- c) Taking immediate action to investigate any situation where issues of harassment have been brought to their attention whether or not a formal complaint has been filed;
- d) Supporting or assisting any Employee who complains of workplace harassment by a person who is not an Employee of the First Nation but with whom an Employee comes in contact through work or work related activities;

- e) Providing advice and support to both complainants and respondents;
- f) Taking appropriate disciplinary action up to and including dismissal should the complaint be substantiated and if so warranted;
- g) Regularly reviewing the procedures of this policy to ensure that they adequately meet the policy objectives and legal standards; and
- h) Making all Employees and Councillors of the First Nation aware of this policy.

COMPLAINTS PROCEDURE

- 5.0 The First Nation shall investigate every situation where an issue of harassment has been brought to its attention verbally or in writing. Employees are responsible for cooperating fully with the investigative procedures.

CONFIDENTIALITY

- 5.1 All Managers, Employees and other persons who are aware of a harassment complaint, or involved in its resolution, must recognize the seriousness of the situation and respect the sensitivity and confidentiality that must be accorded to the matter. They must refrain from discussing the complaint amongst themselves or with anyone who does not have a formal 'need to know' in accordance with this Discrimination and Harassment Policy.
- 5.2 Every effort must be made to preserve the dignity and self respect of the parties to the complaint. All information and documentation concerning a complaint shall therefore be kept and transmitted as confidential and protected material. Those who do not fully respect such confidentiality may be subject to discipline.
- 5.3 The First Nation and its Employees shall not disclose the name of a complainant, the alleged perpetrator (the "respondent") or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or necessary for implementing disciplinary measures in relation to the complaint or as required by law.

INFORMAL COMPLAINT PROCESS

- 5.4 The informal complaint process is intended to provide a mechanism through which an Employee is able to discuss a claim of harassment or discrimination in an open, honest and non threatening manner with the person who is offending him/her. The goal is that through early mediation both parties will understand the point of view of the other, and that the behaviour causing the problem will stop. This approach provides an opportunity for the problem to be eliminated in a timely and safe manner.
- 5.5 An Employee who feels that he or she has been subjected to harassment or discrimination may immediately make his or her disapproval clearly known to the individual(s) concerned and ask that the behaviour stop. The Employee should make notes of both the incident and the discussion. These notes should be specific, and include the dates, times, locations and the names of any other people or witnesses involved.
- 5.6 However, an Employee who feels that he or she has been subjected to harassment or discrimination may go straight to the Band Manager with the complaint if he or she is unable or unwilling to approach the individual(s) concerned directly.
- 5.7 Should the Band Manager be the complainant or the alleged perpetrator the complaint shall be forwarded to the Chief and Council who shall designate a person to fulfill those responsibilities of the Band Manager described throughout this Policy.
- 5.8 In carrying out his or her duties under this policy, the Band Manager will be responsible to advise Chief and Council that such a complaint has been filed and pending completion of the investigation to inform the Council of the findings as well as any

disciplinary or remedial actions resulting from substantiation of such a complaint or any other conclusions discovered through the course of investigation.

INFORMAL MEDIATION/RESOLUTION

- 5.9 Depending on the severity of the allegation and subject to the agreement of the parties involved, when a complaint is received by the Band Manager an attempt will be made to resolve the matter informally, prior to beginning a formal investigation. Such resolution would require the agreement of the complainant and the respondent. The Band Manager shall contact the parties and interview them separately concerning the reported incident(s) of harassment.
- 5.10 If the Band Manger then determines that the issue can be resolved informally at the complaint stage, an attempt will be made to reconcile the parties through mediation. The Band Manager may act as the mediator or may request the Chief and Council to appoint a mediator. When early mediation resolves the complaint, the basis for the final confidential report shall be limited to a description of the agreement between the parties.
- 5.11 Should the complainant decide not to proceed with the matter, his/her wishes shall be respected. However, if the situation which caused the complaint is considered serious, action may be taken to address the situation, in a confidential manner.

FORMAL COMPLAINT PROCESS

- 5.12 When the complainant wishes, he/she should forward the complaint in writing to the Band Manager.
- 5.13 When the Band Manager receives a verbal or written complaint the Band Manager shall review the complaint and will meet with the complainant to establish and confirm all of the basic facts.
- 5.14 Where appropriate, the respondent and the complainant will be notified in writing, as soon as possible, that the complaint has been received. This notice shall include a statement of the nature of the complaint and the assertions made the names of any witnesses, and any relevant documents. It shall also include a statement of the steps that the Band Manager will follow to have the complaint mediated and/or investigated, and the proposed time frames. The complainant and the respondent will also be advised of their right to be accompanied by a person of their choice during any interviews related to the complaint.
- 5.15 At the same time, the Chief and Council will be made aware of the complaint and a proposed action plan for its resolution. If necessary, Chief and Council will take immediate action and advise the Band Manager to separate the complainant and the respondent. Such action may include the identification of alternate work for one of the Employees; consideration of telework for one or both of the Employees; consideration of an application for leave for one or both of the Employees; or in urgent cases discipline, including termination of employment.

FORMAL INVESTIGATION

- 5.16 In those cases where a formal investigation is required the Band Manager shall appoint two persons to serve as investigators to conduct the review. Normally such persons will be the relevant Manager and one member of the Council. The Band Manager may also, and at his/her discretion, appoint any other person from within or outside of the Band to lead or solely conduct an investigation and report on the findings. The investigation shall proceed in accordance with terms of reference established by the Band Manager.
- 5.17 The Band Manager shall give notice in writing to the both the complainant and respondent that such an investigation will be conducted and identify to both parties the grounds of complaint as well as the investigators charged with carrying out the review.
- 5.18 Individuals providing information to the investigator will be asked to read and sign a statement prepared by the investigator and based on the interview. The individuals who provide information during the investigation will be advised that the

information they provide will form part of a confidential report, a copy of which will be provided to the complainant, the respondent, the Band Manager and the Chief and Council.

- 5.19 Investigators shall prepare and submit a preliminary report of their findings to the Band Manager. Upon receipt of the preliminary report the Band Manager will provide both the complainant and respondent with a copy of the report and give them an opportunity to respond to the statements contained therein and /or provide additional information pertinent to the case.
- 5.20 Upon completion of the investigation and any further evidence brought forward as a result of section 5.09 , a written confidential report shall be prepared and submitted to the Band Manager highlighting the investigative process, all relevant factual information, signed testimony of witnesses, findings and conclusions.
- 5.21 The Band Manager will table the report to Chief and Council together with his/her recommendations relevant to the appropriate disciplinary or other remedial actions resulting from the findings of such an investigation as is in keeping with his/her obligations under law and in the best interests of the First Nation.
- 5.22 The Band Manager will take such actions or measures as outlined in his/her recommendations and that have been approved by the First Nation Council.
- 5.23 The Band Manager will advise the complainant and respondent, in writing of the findings, conclusions and outcome of the investigation.

FOLLOW UP ON COMPLAINTS

- 5.24 The Chief and Council are responsible for ensuring that corrective action is taken when warranted. Such action may include discipline in cases when:
 - a) A complaint has been upheld; or
 - b) An Employee has unreasonably pursued a claim that is unfounded and determined to have been frivolous and/or vexatious.
- 5.25 Once a complaint has been investigated, whether informally or formally, the Band Manager shall monitor the situation closely to ensure that all parties to the complaint make the transition back to their assigned work as smoothly and as quickly as possible. When warranted, that may include the acquisition of professional counseling to assist all parties to deal with the outcome of the process. The Band Manager shall also monitor their work environment closely to ensure that there is no potential for repeating the unwelcome behavior.

HR-18: Protection of Personal Information

1.0 APPLICATION AND SCOPE

- 1.1 In this Policy: “personal information” means information held by the First Nation about:
 - a. A First Nation member,
 - b. A First Nation Employee,

- c. A First Nation contractor, volunteer or person with whom the First Nation engages in business,
- d. A recipient of a program delivered by the First Nation,
- e. Family members of all of the above,
- f. that is recorded in any form. Specific exceptions for the purposes of law may apply.

REQUIREMENTS

The following requirements will be met by the First Nation, unless exempted by law.

2.0 COLLECTION OF PERSONAL INFORMATION.

- 2.1 No personal information shall be collected by the First Nation unless it relates directly to an operating program, service or activity, or, rights based claims of the First Nation. Personal information required to be obtained by the First Nation for administrative purposes will, when possible, be obtained directly from the individual concerned. The First Nation shall inform any person from whom it collects personal information of the purpose for which the information is being collected

3.0 RETENTION OF PERSONAL INFORMATION.

- 3.1 Personal information that has been used by the First Nation for an administrative purpose shall be retained for such period of time after it is used, so as to allow the person from whom it was gathered, a reasonable opportunity to obtain access to the information and for additional periods of time as may be required by law.

4.0 SECURITY.

- 4.1 All personal Information shall be protected by security safeguards.

5.0 Accuracy of Personal Information.

- 5.1 The First Nation shall take all reasonable steps to ensure that personal information which is used for an administrative purpose is as accurate, current and complete as possible.

6.0 DISCLOSURE OF PERSONAL INFORMATION.

- 6.1 Personal information controlled by the First Nation shall not, without the consent of the person to whom it relates, be used or disclosed by the First Nation except for the purpose for which the information was obtained, unless otherwise authorized by law. Exceptions may occur in circumstances where:
 - a) The information is disclosed in compliance with a subpoena or warrant issued or order made by a court or body with the authority to compel the production of information;
 - b) The information is disclosed to an investigatory organization for the purpose of enforcing the law or carrying out a lawful investigation;
 - c) The information is disclosed for internal First Nation audit purposes; or
 - d) Disclosure would clearly benefit the individual to whom the information relates.

7.0 PERSONAL INFORMATION BANKS.

- 7.1 The First Nation shall include in personal information banks all personal information under its control that:

- a) Has been used, is being used or is available for use for an administrative purpose; or
- b) Is organized or intended to be retrieved by the name of an individual.

7.2 Access to Personal Information. The First Nation shall provide a right of access to personal information, upon written request by the person to whom it pertains.

- a) The person shall have access to any information about them contained in the personal information bank;
- b) Employees who are given access to their personal information may:
 - I. request correction of the personal information where the Employee feels one is necessary;
 - II. require a notation be added to the information reflecting any correction requested, but not made; or
 - III. require that any person or body to whom the information has been disclosed within two years prior to the correction or notation, be notified of the correction or notation or, where the information was disclosed to a government body, that body make the correction or notation on any copy of the information under its control.

8.0 REFUSAL OF ACCESS.

8.1 The First Nation may refuse and application by a person access to his or her personal information in circumstances where the information:

- a) Is subject to solicitor-client privilege;
- b) Is part of, or relating to, a lawful investigation conducted pursuant to a law of Canada; or
- c) May jeopardize the safety of another person or persons.

9.0 Administration, Inquiries, Complaints and Procedure.

9.1 The First Nation shall appoint an information officer who is responsible for the implementation of this Policy. In consultation with the Band Manager, the information officer shall develop procedures and guidelines to facilitate this Policy's implementation, including guidelines to facilitate requests for access to information held by the First Nation and to address inquiries and complaints regarding this policy and personal information gathered and held by the First Nation.

HR-19: Employee Personnel Files

- 1.0** The Band Manager or his designate shall be responsible for maintaining, securing and protecting the personnel files of Employees. Only one set of files shall be kept and recognized as the official Employee's file to be known hereinafter as the Employee Personnel Files.
- 2.0** Employee Personnel Files are intended to document an Employee's career transitions and provide supporting information for career-related decisions, pension, benefit, and payroll and income tax purposes. As such all decisions or actions that may affect an Employee of the First Nation, either positively or negatively (for example recommendations for promotion, complaints of workplace harassment) must be documented in writing and sent to the Band Manager or his designate for keeping in the First Nation's official Employee Personnel records.

- 3.0 Only that information necessary for the purposes noted above shall be acceptable for placement in the First Nation's Employee Personnel Files. Further any time sensitive materials such as letters of discipline shall be removed immediately upon expiration of the designated time period.
- 4.0 The determination of the appropriateness of any material intended to be placed in an Employee's personnel file, shall be as per the tests mandated by the principles detailed in applicable legislation and referred to herein under reference article Protection of Personnel Information.
- 5.0 Authority for anyone other than the Employee to view his/her file shall only be granted by the Band Manager upon determination of a lawful and legitimate purpose.
- 6.0 Employees wishing to view their files shall arrange for an appropriate time through the Band Manager.

HR-20: Code of Ethics

SCOPE

- 1.0 The provisions of this Code of Conduct apply to the Eel Ground First Nation:
 - a) Chief and Councillors
 - b) Employees
 - c) Agents, contractors and consultants
 - d) Contracted Employees
 - e) Students, and
 - f) Volunteers

BASIC OBJECTIVES

- 2.0 Underlying the Code of Ethics are the following objectives:
 - 2.1 Provide Information about the First Nation's standards and practices for Employees, prospective Employees, First Nation Councillors, volunteers and other stakeholders.
 - 2.2 Promote universal understanding and application of ethical standards throughout the organization.
 - 2.3 Assist Employees, Program Managers and First Nation Councillors in avoiding situations which might give rise to conflict of interest.
 - 2.4 Encourage the most efficient and productive use of First Nation's resources while discouraging any wasteful or fraudulent practices.
 - 2.5 Promote fair and honest dealings among Employees, fair hiring and promotional practices and equitable treatment of all Employees.

- 2.6 Assist the Band Manager, Chief and Councillors in carrying out their responsibility of ensuring integrity of the First Nation's operations.

APPLICABILITY

- 3.0 The provisions of this code are mandatory and full compliance is expected of all Employees as a condition of employment. Further any Employee who becomes aware of a contravention of the Code or of a grave infraction of Employee rules referred to in it must report the facts promptly to his/her supervisor or to a higher authority or see that they are so reported.
- 4.0 This Code will be supplied to each Employee at the time of hiring. Information sessions will be held periodically. Employees will be asked to signify their understanding and compliance with the Code as follows:
- 4.1 The Band Manager, the Chief and Councillors of the First Nation shall signify compliance by signing and filing on appointment, and annually; "Appendix A" with the external auditors.
- 4.2 All other Employees shall signify compliance by filing Appendix A with the Band Manager at the time of hire and every five years thereafter.
- 5.0 The First Nation has manuals covering detailed Policies and Procedures for Human Resources, Financial and other operational activities. Employees are required to familiarize themselves with the appropriate rules in conjunction with this Code.
- 6.0 Employees who are members of professional bodies, such as Social Workers, Accountants, and other licensed practitioners must also conform to their specific professional codes of conduct.
- 7.0 This Code was developed with an understanding that personal integrity is quality of character and cannot be created by rules. The First Nation expects that all Employees will abide by the standards outlined in this code.

THE LAW

- 8.0 The First Nation shall comply with all applicable laws and regulations. Employees play a key role in ensuring the First Nation continues to comply.
- 9.0 Employees shall make themselves aware of the many complex and changing laws and regulations applicable to their functions within the First Nation so they can facilitate First Nation compliance.
- 10.0 Should an Employee be in doubt about the legal requirements of his/her responsibilities he/she should contact the Band Manager for advice;
- 11.0 Employees shall adhere to First Nation By-laws, Policies and Procedures, operating rules and regulations.

NON-DISCRIMINATION

- 12.0 Employees are expected to be non-discriminatory when carrying out their duties and comply with the First Nation Discrimination and Harassment Policy H-17

HIRING

- 13.0 Eel Ground First Nation has implemented and it consistently follows a First Nation Human Resources Policy which governs the hiring of Employees. Employees involved in a hiring process should be familiar with the Policy and follow its guidelines.

RELATIONSHIPS WITH SUPPLIERS

- 14.0 The First Nation buys materials and services from numerous suppliers. The First Nation strives to maintain the highest ethical standards in its buying practices. The First Nation may, at its sole discretion, refuse to deal with a supplier who may be in a conflict of interest situation.
- 15.0 Employees responsible for buying/leasing materials and services for the First Nation should be equally committed to the First Nation's ethical standards.

PUBLIC INFORMATION

- 16.0 The Eel Ground First Nation meets all reasonable requests for information and provides information that is accurate, complete and comprehensive. No Employee, other than or unless authorized by the Chief or Band Manager may make any public statement or comment on policy issues on behalf of the First Nation.
- 17.0 Public comments on technical, financial or operational aspects of the First Nation shall be handled only by the Chief or his/her designate.
- 18.0 The reputation of the First Nation represents significant effort to generate goodwill. As members of the First Nation's team, Employees should avoid remarks that disparage the First Nation, its services, clients and/ or personnel.

CONFIDENTIAL INFORMATION

- 19.0 Employees, Chief and Councillors, agents and officers are expected to safeguard all confidential information as outlined and explained earlier in this document.
- 20.0 In addition confidential information gained by virtue of employment, membership or association with the First Nation may not be used for personal gain nor should such information be disclosed for the use of others, either during your term of employment or service, or thereafter.
- 21.0 Employees are expected to help the First Nation safeguard the privacy of clients, other Employees, members and suppliers. Most of this information is confidential and protected by law.
- 22.0 Requests for the release of information about the First Nation, Employees, members, clients or suppliers to any outside party should be directed to the Chief.

CONFLICT OF INTEREST

- 23.0 The Chief, Councillors, Employees, agents, contractors and consultants are expected to conduct their duties in a manner reflecting the best interests of the First Nation. Conflict of interest exists in any situation where a person's ability to fulfill his or her responsibility may be adversely affected by his/her private interests or personal considerations. While it is difficult to provide a comprehensive list of conflict of interest situations, in general terms it can be said that a person should avoid any situation which could:
- a) Impair one's judgment, initiative or efficiency on the job;
 - b) Be harmful or detrimental to the First Nation's activities or reputation.
- 24.0 The following examples illustrate conflict of interest situations;
- 24.1 **Bribery:** Acceptance of money or valuables intended to influence decisions made by an Employee on behalf of the First Nation would be a serious conflict of interest and may also be a criminal offense which would be prosecuted accordingly.

- 24.2 **Gifts:** Personally accepting a gift, gratuity, or benefit other than a “token” from a person having or seeking business from the First Nation would constitute a conflict of interest. Acceptable “tokens” would be commemorative mementos and sales promotions or advertising items such as calendars, pens, golf balls, letter openers, etc. It would be inappropriate to accept such items as (but not limited to) hotel accommodations, travel tickets, loans, labour or materials or service of any kind below fair value. If you are offered or receive such gifts, it must be refused or returned promptly together with an explanation of First Nation policy in this regard.
- 24.3 **Entertainment:** An Employee, Councillor, officer or agent of the First Nation should not accept excessive or extravagant entertainment while conducting business on behalf of the organization. This is not intended to preclude, however, the exchange of meals, social amenities or hospitality between persons doing business together.
- 24.4 **Private Business Benefits:** It would be a conflict of interest to participate in or attempt to influence a First Nation decision which could result in financial benefit to that individual or his/her immediate family. Examples include the awarding of contracts for the supply of goods or services to a company in which the Employee, Councillor or agent has a private interest in, or an attempt to influence a decision on the location of First Nation facilities so as to benefit land in which the Employee, member or agent has an interest.
- 24.5 **Transactions** by Eel Ground First Nation with a business owned or controlled directly by an Employee are prohibited unless written approval is requested and received by the Chief and Council.

FIRST NATION PROPERTY

- 25.0 Employees, Councillors and agents of the First Nation are responsible for the protection of all corporate property, documents, tools, equipment, materials, supplies, records, etc used in carrying out their duties and functions including exercising reasonable safeguards to prevent theft, negligence, and misuse. First Nation property must not be taken, sold, loaned, destroyed, or given away without proper authority from the Chief and Council.

HANDLING CASH

- 26.0 No Employee, Councillor, volunteer or agent of the First Nation will take, borrow or lend any cash or funds of the First Nation. Employees required to handle or deal with cash are expected to do so in a transparent, accurate and completely accountable fashion.

PROTECTION AGAINST DISCIPLINARY ACTION

- 27.0 An Employee, Councillor or agent who believes that there is in fact no conflict of interest in a situation but is concerned about the risk of perception of a conflict of interest may request a written opinion from the First Nation Council. If the First Nation Council finds that there is not a conflict of interest and that the risk of public perception is low, the First Nation will recognize the written opinion thereafter as protection for the Employee against disciplinary action.
- 28.0 If an Employee is concerned about a potential conflict of interest, or a perception of conflict of interest, he /she should discuss the matter with the Band Manager or Chief.

CORPORATE RECORDS

- 29.0 Corporate Business records must be prepared accurately and reliably. They are of critical importance in meeting our financial, legal, human resource management and client commitments. Records are to be carefully safeguarded and kept current, relevant and accurate. Records should be only disclosed to authorized persons as described in the article herein entitled “Protection of Personal Information” or in accordance with lawful process. Records must also follow the following guidelines:
- 29.1 No unrecorded or inadequately recorded fund or asset of the First Nation shall be established or maintained.

- 29.2 No false, artificial, or misleading entries in the books and or records shall be made.
- 29.3 No transaction shall be effected and no payment shall be made on behalf of the First Nation with the intention or understanding that the transaction or payment is other than as described in the documentation evidencing the transaction and/or supporting the payment.

SOFTWARE POLICY

- 30.0 Software agreements licensing the use of software to the Eel Ground First Nation generally permit the use of that software only in a specific manner. The agreements usually contain clauses restricting the duplication, modification, conversion or otherwise alteration of the product. All Employees, Councillors and agents must strictly adhere to provisions contained in any agreement.

EXPENSES

- 31.0 Employees are expected to ensure that only reasonable expenses are charged according to the schedule set out by the Band Manager. Falsifying expense documents and or claiming expenses that were not incurred are grounds for dismissal and considered to be theft under law.

MISAPPROPRIATION

- 32.0 Employees, contractors, Councillors, agents or associates of the First Nation are prohibited from making use of First Nation funds, assets, or property for their own personal gain or benefit or knowingly assisting another in such misappropriation. Anyone spending First Nation money or personal money that will be reimbursed is expected to strive to ensure the First Nation receives good value.
- 33.0 The acquisition, disposal or removal of funds and assets must be made known and clearly identified and must not be diverted for other than the intended use.
- 34.0 Employees and First Nation Council Members are prohibited from entering into arrangements that result in kick-backs or secret corporate payments with suppliers.

WORK TIME AND PERSONAL INTEGRITY

- 35.0 Personal integrity is not merely a manner of honesty with First Nation funds and property, but also honesty with time. Employees are expected to observe all rules applying to hours of work, doing a fair day's work for a fair day's pay, coming to work on time, and staying with the work at hand.

OUTSIDE EMPLOYMENT

- 36.0 While the First Nation recognizes an Employee's right to privacy and to make use of his/her spare time as he/she sees fit, care should be taken by an Employee accepting outside employment. Conflict of interest could result:
- 36.1 If outside employment or business activities encroach on First Nation working hours, or otherwise adversely affect an Employee's job performance;
- 36.2 If the employment results in an obligation which could affect the Employee's judgment or ability to act in the best interests of the First Nation.

In general terms, it can be said that the use of First Nation working hours, tools, equipment or facilities for personal gain would clearly be in conflict with the First Nation's best interests.

COMMUNITY ACTIVITIES

- 37.0** Employees have the right and are encouraged to become active members of their communities. With appropriate management approval, support of not-for-profit organizations and other forms of service to the community may occasionally involve the provision of a limited amount of "in-kind" services.
- 38.0** Outside involvement may be extended to political activity, provided the Employee conforms to the article governing the "Political Activities of Employees" contained herein. Outside activity should not be allowed to interfere with the Employee's performance on the job, nor must it conflict with the First Nation's responsibilities or best interests.

In general terms, it can be said that the use of First Nation working hours, tools, equipment or facilities for personal gain would clearly be in conflict with the First Nation's best interests.

CONCLUSION

- 39.0** This code is designed to reaffirm the value of high ethical standards and to provide certain guidelines of behaviour. The lists are neither complete nor exclusive, but will serve to give a clear understanding of what is expected. Ethical conduct, however, is, and always will be, your responsibility.
- 40.0** The guidelines contained herein if fully complied with should, when used with sound judgment and common sense, protect the First Nation, its' Employees and the Chief and Council.
- 41.0** In the event that questions do arise concerning application of a certain policy the individual should consult with the CEO or Band Manager.
- 42.0** This Code shall be given to and signed by every Employee and member of the First Nation Council to indicate they have read and understood the code. Copies of the signed document should be kept in file at the First Nation. See appendix "A" and "B" in Manual;

HR-21: Political Activities of Employees

- 1.0** Employees, the Chief and Councillors of the First Nation shall not directly or indirectly use his/ her authority or official influence inherent in the person's position to control, modify, or otherwise influence the political activities of another person.
- 2.0** Employees, the Chief and Councillors of the First Nation shall not work for, on behalf of, or against a candidate for election as a member of Chief or First Nation Council of any First Nation Community, or Federal House of Commons, or the Legislative Assembly of the Province; or work on behalf of, or against a political party; during working hours, on the premises of or held by the First Nation, nor will he/ she make use of any equipment, vehicles, stationary supplies, etc. owned by the First Nation to support such activities.
- 3.0** Employees, the Chief, Councillors and agents of the First Nation shall not, in any manner:
- 3.1** Compel an Employee, agent or client to take part in a political activity or contribute money to the funds of a candidate in any election or of a political party.
- 3.2** Threaten or discriminate against an Employee, agent or client because they refused to engage in any political activity or contribute money to the funds of a candidate or of a political party.

- 3.3 Threaten or discriminate against an Employee, agent or client because they attended a political meeting, activity or contributed money to the funds of a candidate in any election or of a political party.

Note: An Employee, the Chief, Councillor or an agent of the First Nation does not violate this policy by reason only of his /her candidacy in any election, personal attendance at a political meeting or activity, by contributing money to the funds of a candidate for election or contributing money for the funds of a political party.

HR-22: Resignation

- 1.0 Upon written notice of an Employee's intent to resign or under the circumstances described above, the Band Manager or his designate will arrange for:
- 1.1 The termination of payroll activities on the scheduled date of resignation;
 - 1.2 The payment or recovery of any benefits/monies owed to the First Nation;
 - 1.3 The payment of any monies/benefits owed to the individual;
 - 1.4 Whenever possible, an exit interview to be conducted with the Employee;
 - 1.5 Cancellation of any security cards, identification, access keys, vehicles keys, and other related material, etc.; and
 - 1.6 Return of any equipment, property, documentation, data etc. owned by the First Nation.

HR-23: Severance Benefits

- 1.0 An Employee of the First Nation appointed to a position on the Plan of Establishment, and who has worked for the First Nation for a minimum of one year, who is laid off as a result of a lack of work, discontinuance of a function or from a lack of funding may be entitled to receive a severance benefit of five days pay (at the rate of pay immediately prior to the layoff) for each year of service up to a maximum of six months pay and such notice or payment in lieu of as required under the law.
- 2.0 An Employee of the First Nation who is appointed to a term position who is laid off in advance of his/her term expiration date shall receive such notice and severance as identified under the law.
- 3.0 If an Employee receives such severance pay and is rehired any later severance pay will be minus the time paid under this article. In other words, an Employee is not entitled to severance to be paid more than once for the same period of employment.
- 4.0 This policy does not apply to an Employee who is terminated for cause, resigns, fails to successfully complete his her probationary period or for those hired on a Temporary, Seasonal, student or short-term basis.

HR-24: Performance Management

- 1.0 Leaders are responsible for creating a positive and motivating environment, ensuring ongoing communications, two way feedback and Employee development.
- 2.0 Every supervisor/Program Manager shall meet with his/her regular and Term Employees on a minimum of, but not limited to, an annual basis to review, discuss, revise and/or create:
 - 2.1 Current list of Job Functions and Responsibilities,
 - 2.2 Employees' work performance to targeted goals and objectives,
 - 2.3 Establish new work expectations, targets and goals,
 - 2.4 Training requirements and development opportunities,
 - 2.5 Gather feedback from the Employee regarding the supervisor's effectiveness, and
 - 2.6 Any other matter that requires attention to enhance the Employees performance and or development.

A summary of the discussion together with the revised work plan/targets shall be signed by both parties and kept in the Employee's Personnel File.

HR-26: Travel and Living Allowances

- 1.0 The First Nation reimburses Employees, Councillors, contractors and /or volunteers for all reasonable travel-related expenses incurred during travel on First Nation business. Travel arrangements and expense claims are approved by the Band Manager or designate. Allowable travel and re-imburement shall be approved in advance by the Band Manager.
- 2.0 Employees will generally pay for expenses personally and claim reimbursement at the earliest possible time. The Band Manager may authorize temporary cash advances to Employees for travel expenses.
- 3.0 Travel expenses will be paid at the rates and conditions set out by the Band Manager in accordance with funding agreements and a First Nation schedule of travel allowances.
- 4.0 Reimbursement of travel expenses shall be based upon the provision of receipts unless where specifically noted otherwise.
- 5.0 The Band Manager or designate shall review the schedule of travel allowances an annual basis to determine whether they remain reasonable in light of cost of living increases and fiscal responsibilities.
- 6.0 Changes to the approved schedule shall be approved by resolution of the Chief and Council.

HR-29: Occupational Health and Safety

- 1.0 The First Nation, its Chief and Council recognize their obligations to meet the legal requirements and standards set for due diligence.

- 2.0 The First Nation shall meet those requirements by practicing safe work methods, providing secure work locations and equipment as well as a clean and healthy work environment and relevant training to all Employees.
- 3.0 The First Nation shall ensure that every Employee is duly aware of his /her rights as well as obligations to assist the First Nation in maintaining an environment that is free from accident.
- 4.0 Chief and Council, management, Employees and contractors will work together at all times in the implementation of this policy, and ensure that loss control and prevention strategies are integrated into the day to day planning and execution of work.
- 5.0 Chief and Council, management, Employees and contractors are accountable for performing work safely and in accordance with applicable regulations and all established methods, standards and procedures.
- 6.0 Chief and Council, management, Employees and contractors are responsible for identifying, communicating and correcting workplace hazards in order to protect them their co-workers and the public from harm.
- 7.0 Employees are to be involved in decisions that have an impact on their health and safety, and will be encouraged to participate in and contribute to the establishment of best work practices.
- 8.0 Any Employee who does not feel safe in carrying out the duties requested of him/her has the right to reasonably refuse such work and/or defer such work until the Employee has regained confidence in the site or circumstances.
- 9.0 An Employee who intentionally puts himself or herself at risk of harm or injury, or intentionally puts others at risk of harm and injury, shall be subject to such disciplinary actions as the Chief and Council feel appropriate up to and including dismissal.

HR-30: Personal Protective Equipment

- 1.0 The First Nation will supply to its Employees all safety equipment and clothing as required by the nature of their duties and the work being performed.
- 2.0 All First Nation Employees, contractors and any other individuals performing work for the First Nation in any of its locations, properties or divisions, shall wear appropriate personal protection equipment as required to carry out the work, and at all times.
- 3.0 All personal protective equipment shall meet the requirements of the Canadian Standards Association CSA or shall meet standards of protection approved by the First Nation's Health and Safety Standards

HR-32: Emergency Evacuations

- 1.0 Evacuation of all buildings will be carried out in conformance with the National Building/National Fire Code requirements.
- 2.0 The Band Manager will appoint at least one Building Warden for each of the First Nation's buildings and schools to oversee the emergency evacuation of premises, in conjunction with approved safety guidelines as established in the First Nation's Health and Safety Standards.
- 3.0 The Building Wardens are required to attend at least one training session per year.

- 4.0 Evacuation plans will be established for each building.
- 5.0 The Building Wardens will appoint other emergency evacuation officers as required according to approved guidelines and in consultation with safety and security officials.
- 6.0 Emergency evacuations will be directed by the Building Warden until relieved by an official acting under the authority of the Emergency Measures Act, the Fire Department or Police.
- 7.0 The Building Warden will provide for the evacuation of persons with special needs.
- 8.0 The Band Manager shall establish procedures and a system of regular drills as well as Employee education regarding evacuation plans.

HR-33: Non-Smoking

- 1.0 Smoking is prohibited on all First Nation premises except in designated areas.
- 2.0 When representing the First Nation on business, smoking is prohibited in clients' homes or other places of business unless invited to do so by the client or business owner.
- 3.0 Smoking breaks will be permitted as determined by the Program Managers.
- 4.0 Appropriate signs will be posted indicating to Employees, the general public and other persons that all First Nation premises are smoke free.
- 5.0 The Band Manager, at his/her discretion, may reimburse an Employee for all or part of an approved smoke cessation program.'

HR-34: Alcohol and Drug Abuse

- 1.0 The use or being under the influence of alcohol or any other intoxicating beverage is strictly prohibited during work hours.
- 2.0 The use or being under the influence of drugs that adversely affect judgement and performance are prohibited during work hours.
- 3.0 When an Employee is under the care of a physician who has prescribed treatment which may adversely affect his/her performance or judgement, he/she shall immediately notify his/her supervisor.
- 4.0 Employees that are dependent upon alcohol and non-prescription and in some instances prescription drugs may be requested to undergo treatment and rehabilitation therapy.
- 5.0 Due to safety and effective workplace concerns, Employees who are suspected of being under the influence of drugs or alcohol and in violation of this policy may be removed from the premises pending disciplinary action.

HR-36 Time Reporting

- 1.0 Employees are responsible for reporting all exceptions and for confirming the accuracy of any exceptions reported in their absence.
- 2.0 Failure to report time exceptions constitutes the falsification of the time keeping document and is a violation of the First Nation's Code of Ethics.
- 3.0 An Employee's immediate supervisor is responsible for authenticating and approving all exceptions and, in the Employee's absence, completing their exception time information.
- 4.0 Planned exceptions (leave) must be approved in advance.
- 5.0 Program Managers are responsible for reviewing, approving and reporting on their Employee's time, leave requests and all related documentation.

HR-39: Training and Development

- 1.0 When the First Nation requests an Employee complete a training program as part of the requirements of present or future job functions, it will pay the full costs associated with the program.
- 2.0 When an Employee requests in writing funding for training and/or development activities, the First Nation may provide, at the Band Manager's discretion, up to 100% provided the training activities contribute to both the Employee's career development and capacity building within the First Nation.
- 3.0 An Employee undertaking such training may be required to meet certain conditions prior to approval.
- 4.0 In such instances, the First Nation will pay for training activities directly to the organization or educational institution once the Employee has registered for and been accepted into the program

HR-40: Employee Family Assistance Program

- 1.0 An EFAP Coordinator will be named and identified by the Band Manager .The EFAP Coordinator assesses problems, makes referrals and acts as an advisor to supervisors, managers and Employees. The EFAP Coordinator provides education and assistance for problems and issues in the workplace.
- 2.0 Any Employee experiencing personal difficulties is strongly encouraged to seek assistance. An Employee can be referred to the program through two types of referrals:
 - 2.1 Informal offer of assistance: Initiated by self, coworkers, friend, family or supervisor.
 - 2.2 Formal offer of assistance: Initiated by the Employer.
- 3.0 Confidentiality is the cornerstone of the program and will be maintained at all times except as otherwise required by law.

- 4.0 Any Employee whose work performance declines noticeably may be referred by the relevant Program Manager to the EFAP Coordinator for support.
- 5.0 Employees who refuse or fail to complete recommended treatment and/or whose work performance fails to improve may be subject to disciplinary procedures.
- 6.0 Time off work deemed necessary by the Band Manager for treatment will be deemed as medical appointments.
- 7.0 Effectiveness of the EFAP program will be reviewed by the Band Manager, EFAP Coordinator and Employee representatives on a biannual basis.

HR-41: E-mail and Internet Acceptable Use

- 1.0 It is only acceptable to use First Nation internet resources to gather information of value to the First Nation, for professional development, corporate or client-related research, communicating with First Nation members, clients and/or business partners.

INTERNET USE GUIDELINES

- 2.0 First Nation internet access is for business use only during business hours and is to be used in a responsible, efficient manner.
- 3.0 Copyrighted, pornographic or any other inappropriate material or websites shall not be accessed or downloaded during business hours or using First Nation computers or other electronic hardware at any time. Inappropriate material or websites include:
 - a) Blogging;
 - b) Hacking;
 - c) Chat and instant messaging;
 - d) Gambling;
 - e) Illegal drugs;
 - f) Personals and dating;
 - g) Social Networking Services (Facebook, MySpace, Twitter, Flickr, YouTube, etc.);
 - h) Spam, Phishing and Fraud;
 - i) Spyware;
 - j) Violence, Intolerance, hate and information or websites contrary to Eel Ground's Discrimination and Harassment and other Policies.
- 4.0 Confidential information must be transmitted over the internet in a secure manner. The First Nation may require Employees to encrypt such information using a First Nation approved encryption program.
- 5.0 Private client information and private First Nation information may be required to be encrypted before being sent by e-mail.

- 6.0 All electronic mail sent on the internet must be considered available to the general public.
- 7.0 Any information or responses posted to News Groups must be considered available to the general public.
- 8.0 All computers connecting to the internet must have valid up to date virus scan software resident in memory.
- 9.0 All computer files received from the internet must be virus scanned immediately after receipt and prior to being opened or forwarded.
- 10.0 Although the First Nation recognizes the right of free speech of its Employees and the right of Employees to use their own or private computers during non-business hours, use of the internet in any manner that creates a hostile work environment is unacceptable.

EMAIL ACCEPTABLE USE POLICY

- 11.0 "First Nation Email contacts" means e-mail addresses (regardless of server or host) used by First Nation:
 - a) Members,
 - b) Chief and Council,
 - c) Employees,
 - d) Clients, and
 - e) Inter-governmental contacts and outside entities.
- 12.0 Any email which contains material which could be deemed sexually inappropriate or explicit, defamatory, racist or discriminatory, is expressly forbidden to be sent to First Nation Email contacts.
- 13.0 Email which could be considered a "Chain Letter" is not to be forwarded or distributed to First Nation Email contacts.
- 14.0 Email which solicits money or donations from First Nation Employees that has not been approved for distribution by the Band Manager is not to be sent through First Nation Email.
- 15.0 Email, which is considered to be "spam" is not to be forwarded or distributed to First Nation Email contacts.
- 16.0 All electronic mail sent on the internet must be considered available to the general public.
- 17.0 Any information or responses posted to Newsgroups must be considered available to the general public.
- 18.0 Eel Ground may designate one e-mail server for all First Nation related business use and require Employees to use that server for First Nation business.
- 19.0 Employees may occasionally access or use personal email accounts during business hours. However this use must be within reason. Excessive time spent on personal e-mail accounts during working hours is inappropriate.

LEGAL LIABILITY

- 20.0 Each person may be legally liable for anything written or posted online. Employees must not post on line anything that contributes to a hostile work environment, that contravenes any First Nation policies, such as the Protection of Personal Information Policy, or that is damaging to First Nation Email contacts, including material that is defamatory, pornographic, or harassing.
- 21.0 Please be aware that you may be sued by anyone impacted by your posting of such material in addition to any disciplinary measures brought by the First Nation for contributing to a hostile work environment or causing damage to First Nation Email contacts.

MONITORING

- 22.0 All internet and email usage and/or content may be monitored and/or logged.
- 23.0 Inappropriate use of services and/or security violations will be investigated.
- 24.0 Improper use or violation of above policies and guidelines may result in disciplinary action and could be used as grounds for dismissal.
- 25.0 Any employee who has a question, concern or complaint regarding the content or use of First Nation email or the internet should contact the Band Manager or designate.

HR-42: Progressive Discipline

- 1.0 The objective of progressive discipline is to support the Employee in improving performance or behavioural issues through; clear communication of the issues of concern and potential consequences, implementing appropriate coaching or intervention strategies and making available additional training and instruction if warranted.
- 2.0 In most cases dismissal from employment will occur only if the Employee, after the appropriate support and progressively more serious levels of discipline/warnings, refuses or is unable to meet required performance standards
- 3.0 There may be times when misconduct constitutes such breaches of policy, law or safety that an Employee is terminated immediately without progressive discipline.

APPLICATION AND SCOPE

- 4.0 Maintaining an appropriate level of performance and acceptable behaviour is an expectation and requirement of all Employees of the First Nation.

DEFINITIONS/CIRCUMSTANCES

- 5.0 The list below is intended as a guideline only:
 - 5.1 **Incompetence:** When an Employee is unable or unwilling to perform the duties and responsibilities of his/her position to the level required of the position.
 - 5.2 **Misconduct:** When an Employee's behaviour is in violation of any of the policies contained in this document. Some examples of misconduct are:
 - a) habitual lateness,
 - b) insubordination,
 - c) violation of safety rules,
 - d) fighting or horseplay,
 - e) assault of other employees, and
 - f) harassment.

PROCEDURES

- 6.0** In keeping with effective Performance Management, it is incumbent upon all supervisors and managers to ensure that their Employees have a clear understanding of their job responsibilities as well as the performance standards and behavioural expectations required of them.
- 7.0** In the event that a supervisor determines that an Employee is not meeting such standards at an acceptable level, he/she will meet with the Employee to make them aware of the specific issues of concern and together develop a strategy for improvement that may include further training, awareness, coaching and or/ other intervention strategies. The Employee will be given reasonable time frame for improvement and the supervisor will provide the Employee with feedback relative to their progress.
- 8.0** Should, after such remedial action be taken ,the Employee be unable or unwilling to address the areas of concern within the allotted time frame the supervisor will meet with the Employee to advise him or her verbally that he/she has not been successful in resolving the issues of concern. The supervisor will advise the Employee that improvements must be made in order to remain in their position of employment and avoid more serious disciplinary action including transfer, demotion or dismissal. The Band Manager will be made aware that there is a performance and/or behaviour issue.
- 8.1** Verbal warnings or discussions with an Employee related to job performance, discipline and violation of any policies in this document are to be recorded on the employee's personnel file as such verbal warnings or discussions. Date, persons involved, issues discussed and decisions made or resolution reached shall also be recorded
- 9.0** The next level of action is a formal written warning. The supervisor, in consultation with the Band Manager and/or CEO will document, in writing, the specific performance and /or behavioural issues that remain unsatisfactory together with a summary of the previous meetings, actions and intervention strategies that have taken place to support the Employees improvement. Such a letter will clearly identify the expected standards of performance and behaviour as well as the consequences of failing to meet such standards. The written letter of warning will be filed with his/her personnel files.
- 10.0** The final stage of Progressive Discipline is dismissal. If, after the employer has made reasonable effort to assist the Employee in correcting the performance and /or behavioural issues of concern and the Employee fails or refuses to make the necessary improvements he/she will be subject to final disciplinary action such as transfer, demotion and or termination.
- 11.0** Such action will be determined by with Chief and Council in consultation with the Band Manager and dependent upon, among other things; the circumstances, the Employee's previous years of service and performance, the steps taken to support his/her improvement and the best interest of the First Nation.
- 12.0** The Band Manager and immediate supervisor will meet with the Employee to advise him or her of the First Nation's decision and, if the Employee is terminated he or she may be asked to leave the premises immediately. In such cases the Employee's personal items may be sent to the Employee within a reasonable time thereafter.
- 13.0** The First Nation will supply the terminated Employee with a letter outlining, the specific performance and /or behavioural issues that remain unsatisfactory together with a summary of the previous meetings, actions and intervention strategies that have taken place to support the Employee's improvement. Such a letter will clearly identify the expected standards of performance and behaviour that the Employee was unable or unwilling to improve upon.
- 14.0** Should the decision be made to transfer or demote the Employee he/she will be given a letter similar to the above outlining the specific performance and /or behavioural issues that remain unsatisfactory together with a summary of the previous meetings, actions and intervention strategies that have taken place to support the Employee's improvement and conclude with an explanation of the consequences. (i.e. transfer and /or demotion, effective date, etc).

- 15.0** The First Nation will take such actions as necessary to protect its assets and personnel such as changing locks and passwords, etc.
- 16.0** Notwithstanding the above there may be times when misconduct is sufficiently serious that a single act of misconduct warrants immediate dismissal. Examples include but are not limited to theft, insubordination, and conflict of interest, work place harassment, breaching the code of ethics, intentional destruction of property and or an illegal or unsafe activity. In such instances the Employee may be dismissed summarily without notice or pay in lieu of notice even if the Employee has had no previous disciplinary actions.
- 17.0** There also may be situations where circumstances warrant a temporary and immediate suspension from work, with or without pay, from one day to a week. Such decisions and actions will be made in consultation with the Band Manager and CEO in accordance to the severity of the situation and in the best interest of the First Nation.

HR-43 Grievance Policy of Employees

- 1.0** Should an Employee have a grievance as noted above and no other avenue of complaint or redress exists in the First Nation's approved Human Resources Policies he/ she may file a grievance with the Band Manager, or CEO where more appropriate. Such a grievance shall:
- 1.1 Be filed within 14 days of the relevant decision discipline or action,
 - 1.2 Be submitted by the Employee on his/her own behalf,
 - 1.3 Be submitted in writing clearly stating the action or decision of concern together with the Employee's grounds for the grievance.
- 2.0** Upon receipt of such a grievance the Band Manager shall:
- 2.1 Provide the Grievor with receipt of his/her grievance,
 - 2.2 Investigate the complaint with the Grievor's supervisor and or other individuals as warranted,
 - 2.3 Provide the Grievor with his/ her findings and conclusions, in writing, within 15 working days of receipt of the grievance,
 - 2.4 Provide the Grievor's supervisor with a copy of the same.
 - 2.5 Provide copies of all relevant material to the CEO for any further action.
- 3.0** The Band Manager may:
- 3.1 Provide other individuals as named in the grievance with a copy of the report described above.

HR-44: Recognition of Employee Work Experience

- 1.0 PURPOSE**
- 1.1 To recognize long serving employees of the Eel Ground First Nation at the milestone of accumulated service,

1.2 To recognize an employee who is retiring

2.0 DEFINITIONS

2.1 Retirement: when an employee has a minimum of 5 years of service and is at least 55 years of age when he retires,

2.2 Year of Service: is the accumulated amount of time worked totalling 12 months

3.0 CALCULATION OF YEARS OF SERVICE

3.1 A year of service is acquired when an employee has been working for the EFGN as an employee, regardless of percentage of workload

3.2 Interruption: The following will interrupt, but not cancel, the years of accumulated service: leaves of absence without pay for 6 months or more

4.0 RECOGNITION OF YEARS OF SERVICE

4.1 An employee who has devoted 25 years of service to EFGN receives a commemorative watch worth up to \$300:

5.0 RECOGNITION AT THE RETIREMENT OF AN EMPLOYEE

5.1 After 10 years of service, an employee who retires receives a gift at a value between \$10 - \$20 per year of service:

5.2 The above gift will not be in cash.

HR-45: Conflict Resolution Guidelines

1.0 PURPOSE

1.1 This Policy is intended to provide guidance to prevent and resolve conflicts in the workplace and to offer an alternative resolution process to the EFGN employees to resolve the matter informally. This Policy should also be used in conjunction with the EFGN policy *HR17: Discrimination and Harassment*, where applicable.

1.2 Every employee has a right to have any incident or situation dealt with in a swift, impartial and sensitive manner and without fear of retaliation. Such issues will be treated as a priority and any resolution process will be done without unnecessary delay.

2.0 SELF HELP RESOLUTION

2.1 Early resolution of any conflictual situation is highly recommended. Individuals who are in a conflictual situation are encouraged to take their own action by communicating their concerns with the other party involved as soon as possible. Situations with possible miscommunications or misinterpretations between individuals may be quickly and effectively resolved if the parties take the opportunity to communicate with each other in a private one-on-one setting.

3.0 GUIDED CONFLICT RESOLUTION

3.1 If self-help is unsuccessful or either party is unwilling to sit one-on-one with the other, then help in resolving the situation may be sought from the immediate supervisor, or someone higher in the chain of command, if the other party is the immediate supervisor.

- 3.2 Supervisors can be key in the resolution of conflicts because of their management experience, their understanding of the individuals involved and the context of the situation.
- 3.3 As soon as the supervisor is aware, he/she must meet with each party to assess the situation. The following steps could then be used to bring discussion between the parties towards a resolution and the supervisor should keep notes:
- 3.4 Step 1:
- a) Hold a closed-door discussion between people involved;
 - b) Work together towards defining and resolving the problem (get a commitment from both parties);
 - c) Look at what actions would be needed to resolve the conflict (apologies, reparations, etc.);
 - d) Set a deadline to review the situation;
- 3.5 Step 2:
- a) Hold another closed-door discussion between people involved;
 - b) If the conflict is still present, re-discuss whether the problem can be resolved in another way;
 - c) Reconfirm mutual commitment to resolve the conflict (document timeframe and solution);

4.0 CLOSURE

- 4.1 Closure is an important part of any process in conflict resolution. In cases where the supervisor intervention has been used, closure may include a written agreement between the parties as well as any other appropriate administrative or disciplinary action deemed necessary by the supervisor.
- 4.2 If there is no agreement and the conflict persists, the supervisor must explore other means of support (consulting the Chief, EAP, counseling, etc). and all parties have the right to pursue any other appropriate resolution method.

5.0 PRIVACY

- 5.1 All persons must respect the dignity and privacy of the parties involved and must keep all information discrete. Gossip and rumours can further damage the situation and cause undue stress in the workplace.
- 5.2 The supervisor shall inform the parties and all witnesses that while their statements will be treated with sensitivity and discretion, all information provided may be used for any purpose consistent with the conflict resolution process.