

**PETER BALLANTYNE CREE NATION
PERSONNEL MANUAL**

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INTRODUCTION

The PBCN Personnel Manual was developed on a “without prejudice” basis.

Inasmuch as Peter Ballantyne Cree Nation [PBCN] seeks broader recognition of its inherent right to self government and whereas, it wishes to hold Canada accountable for its obligation and responsibilities to all First Nations, PBCN wishes to make clear that nothing in this Personnel Manual *shall* be construed or have the effect of abrogating or derogating from:

1. any aboriginal, treaty, or other rights or freedoms that pertain to the Aboriginal peoples of Canada including any rights or freedoms that have been recognized by the *Royal Proclamation of 1763* or any rights that now exist by way of land claim agreements or special claims or that *may* be so acquired; and/or
2. any present or future negotiations for full recognition of PBCN jurisdiction and authority over Labour Standards on Reserve as part of its broader interest in self-governance.

This Personnel Manual is adopted as an interim measure pending resolution of the issues of jurisdiction and authority between the Assembly of First Nations, the Federation of Saskatchewan Indian Nations, the prince Albert Grand Councils, our First Nations and Canada on matters related to Indian Labour Standards.

CHAPTER 1: INTENT

PBCN recognizes that the successful operation of any organization depends on a good working relationship between the Employer and the Employee(s). To that effect, PBCN believes in treating its Employees with respect and dignity and is committed to providing fair and equitable terms of employment. The Personnel Manual details the policies, rules, and regulations intended to govern all PBCN Employees. It is designed to provide a comprehensive description of the policies that affect the day-to-day functioning of our offices and to provide a safe, harassment-free workplace.

1.1 APPLICATION

1.1.1 PBCN Employees

All PBCN Employees are subject to the rules and regulations set out in this Personnel Manual. Chief and Council or their delegate(s) is(are) responsible for overseeing the administration and application of the PBCN Personnel Manual to Band Employees. Where there is a conflict between a term or condition of a contract of employment and the Personnel Manual, the contract term shall apply.

1.1.2 Persons Excluded From the Application of the Personnel Manual

Unless otherwise agreed, persons who, under contract for service,

1. perform special tasks and who are not in an Employer-Employee relationship with PBCN;
2. perform their work relatively independently from the day-to-day operation of PBCN;
3. operate a personal business and contribute professional, technical or vocational skills, labour and/or knowledge which is required by PBCN for a specified period of time; or
4. are contracted to perform a specific task upon completion of which the relationship with PBCN will end;

are exempt from these regulations.

1.2 INTERPRETATION

In the event of a dispute or disagreement arising from the interpretation of any term, condition, word, process or procedure in these Regulations, the dispute *shall* be submitted to the Chief and Council for resolution.

CHAPTER 2: DEFINITIONS

2.1 INTERPRETATION

The following definitions *shall* apply throughout this Manual:

“Council” means a quorum of the Chief and Council of the Peter Ballantyne Cree Nation [PBCN];

“Employee” means an individual engaged by PBCN who is in receipt of or entitled to any remuneration for labour or services rendered by the Employee for the benefit of the Band or any of its programs;

“Employer” means the Band, as represented by Chief and Council, or their delegate;

“First Nation” means a body of Indians

1. for whose use and benefit in common, lands, the legal title to which is vested in Her Majesty, have been set apart, before or after September 4, 1951;
2. for whose use and benefit in common, moneys are held by Her Majesty, or
3. who are declared by the Governor in Council to be a band for the purposes of the *Indian Act*, R.S.C. 1985, c. I-5 or any successor legislation;

“Manual” means the Peter Ballantyne Cree Nation Personnel Manual;

“Member” means a person whose name appears on the PBCN Band Membership List or who is entitled to have his/her name appear on the PBCN Band Membership List;

“PBCN” means the Peter Ballantyne Cree Nation;

“PBCN Board/Committee” means a Board/Committee of the PBCN, whose Directors/Members are appointed by Chief and Council for a two or three year term and who *may*, at the pleasure of the Council, serve a specified number of consecutive terms as set out in their constituting documents;

“Supervisor” means any individual designated by Chief and Council or their delegate as being responsible for superintending and directing the work of one or more Employees and having the authority, as agent for the Employer, to recommend their hire, transfer, suspension, lay off, recall, promotion, discharge, assignment, reward or discipline and having responsibility to give them directions;

2.2 EMPLOYMENT DESIGNATIONS

In this Manual, Employees are distinguished by the following criteria:

“Full-time Employee” means an individual who is employed on a full-time continuous basis and has no pre-determined end (termination) date. All Full-time Employees are required to join the Employee Benefit Plan.

“Part-time Employee” means an individual who is employed less than a full time employee but more than fifteen (15) hours per week (annual average) and who has no pre-determined end (termination) date. All Part-Time Employees are required to join the Employee Benefit Plan.

“Temporary, Seasonal, and/or Casual Employees” means qualified individuals who are employed for short periods of time on a casual or relief basis to cover staff shortages that may result from such causes as sick leave, maternity/paternity/parenting leave, annual leave, leave without pay, professional development, temporary staff shortages, resignation, termination, and/or secondment. Temporary, Seasonal, and/or Casual Employees are not eligible to join the Employee Benefit Plan unless they work more than fifteen (15) hours per week (annual average). Seasonal and Casual Employees are not entitled to be paid for a Public Holiday which occurs during the first thirty (30) calendar days after their date of hire (Canada Labour Code standards). Seasonal and Casual Employees who have been engaged for more than thirty (30) calendar days must subsequently be entitled to at least fifteen (15) days' wages during the thirty (30) calendar days preceding the holiday in order to be eligible for Public Holiday Pay. Seasonal and Casual Employees are paid their accumulated holiday pay on each cheque and therefore are not entitled to Annual Leave. The Holiday Pay is equivalent to 3/52nds (about 5.77%) of their total wages earned per pay period. ***Casual Employees are not entitled to sick leave, disability leave or pension benefits.*** Any days taken off for these reasons will be days off without pay. Seasonal and Casual Employees ***shall not*** ordinarily work in excess of their scheduled hours (i.e., 8.0 hours per day or 40 hours per week or 320 hours over an 8 week period in the case of a modified work week). This policy ***may*** be modified at the discretion of Chief and Council.

“Definite Term Employee” means an Employee who is employed on a full or part-time basis and who has a predetermined start and end (termination) date both of which were specified at the time of hiring. Term Employees are entitled to accumulate sick leave and Annual Leave pursuant to the terms of their contract. If a term Employee is offered a subsequent, definite term contract there is no carry over of accumulated benefits. ***Each term contract stands alone.***

2.3 GENERAL EMPLOYMENT TERMS

In this manual,

“Allowance” means the compensation approved by Council from time to time and payable for certain designated purposes including, but is not limited to, travel (mileage), meal and accommodation allowances.

“Conditions of Employment” means the written contract or agreement executed by both PBCN and the Employee setting out the terms and conditions of employment.

“Day” is any period of twenty-four (24) consecutive hours.

“Day of Rest” in relation to an Employee means a day other than a Public or Annual Holiday on which the Employee is not ordinarily required to perform the duties of his/her position.

“Extended Family” *shall* include aunts, uncles, in-laws and cousins but not persons further removed in consanguinity [blood/legal relationship].

“Fiscal Year” means a period of twelve (12) consecutive months chosen by PBCN as the accounting period for the operation of its programs and generally refers to the period commencing on April 1st of one year and ending March 31st of the year following.

“For Cause” with respect to termination, means for reasons which law and/or sound public policy recognize as sufficient for discharging an Employee *including, but not limited to*, the omission or commission of any act, that is considered by the Chief and Council, in their sole discretion, to constitute gross misconduct, gross negligence, illegal activity, job abandonment, or refusal to follow a lawful direction of the Chief and Council or its delegate.

“General Holidays” include PBCN Day (1st Monday in February), Heritage/Indian Government Day (3rd Monday in February), Easter Monday, National Aboriginal Day (June), First Nations Unity Day (November), Treaty Day (varies) and such gifted days as the PBCN Chief and Council have agreed to observe or directed to be observed from time to time.

“Gifted Days” mean any day which the PBCN Chief and Council have agreed to observe or directed to be observed as a General Holiday.

“Immediate Family” *shall* include the spouse (legal or common-law) of an Employee, the grandparents, parents (natural or adoptive), siblings (natural or step), offspring (natural or adopted) and grandchildren of an Employee; and the grandparents, parents, siblings, offspring and grandchildren of the spouse of an Employee.

“Lay-off” means the temporary termination by the Employer of the services of an Employee for any reason.

“Leave of Absence” means a temporary absence from employment or duties with the permission of the Chief and Council [*cf* job abandonment]. A leave of absence *may* be granted with or without pay depending on its purpose.

“Ordinary Hours of Work” means the period of time during which an Employee ordinarily works for PBCN.

“Overtime” means hours worked in excess of the standard hours [8.0 hours in a day and 40.0 hours in a week]. In an averaging situation, standard hours are determined by averaging the working hours of the Employees over a selected period of eight (8) weeks. Standard hours are determined by multiplying the number of weeks in the averaging period by forty (40) [i.e., 8 x 40 = 320]. Overtime applies after the standard hours in the averaging period. The standard hours are reduced by 8.0 hours or each day of leave with pay and for any day that is normally a working day for a class of Employee when he/she is not entitled to the regular remuneration.

“Pay” means remuneration in any form.

“Pay Period” means the period of employment established by PBCN for the computation of wages.

“Public Holidays” means a Statutory Holiday [*] or any other General Holiday agreed to be observed or directed to be observed as a public holiday by PBCN and includes the following:

- a) New Year’s Day* (January 1)
- b) PBCN Day (February)
- c) Heritage/Indian Government Day (February)
- d) Good Friday* (March/April)
- e) Easter Monday (March/April)
- f) Victoria Day* (May)
- g) Treaty Day (varies) (June)
- h) National Aboriginal Day (June)
- i) Canada Day* (July 1)
- j) Saskatchewan Day* (1st Monday in August)
- k) Labour Day* (1st Monday in September)
- l) Thanksgiving Day* (2nd Monday in October)
- m) Remembrance Day* (November 11)
- n) First Nations Unity Day (November)
- o) Christmas Day* (December 25)
- p) Boxing Day*

(December 26)

“Security Clearance” Employees, Board and Committee members are required to authorize a criminal record check as a condition of hiring or appointment. All expenses incurred in relation to the check *shall* be the responsibility of the Employee or Board or Committee member.

“Sick Leave” means the period of time an Employee is absent from work by virtue of being sick or disabled by non-occupational injury or to attend their own medical and/or dental appointments.

“Spouse” means the wife or husband of a person or a person with whom that person cohabits and has cohabited continuously for a period of not less than two (2) years or who is in a relationship of some permanence, if they are the parents of one or more children.

“Statutory Holidays” means New Year’s Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

“Total Wage”, in respect of any period of employment of an Employee means all remuneration that the Employee is paid or is entitled to be paid by the Employer, whether or not payment is actually made during that period of employment, in respect of labour or services that the Employee performs for the Employer during that period of employment and includes:

- 3.1. sums deducted from such remuneration for any purpose whatsoever;
- 3.2. remuneration in respect of overtime work that the Employee performs for the Employer during that period of employment and;
- 3.3. remuneration in respect of any annual or special holiday that the Employer allows the Employee to take during that period of employment.

“Wages” means all wages, salaries, pay, and any compensation for labour or personal services, whether measured by time, piece or otherwise to which an Employee is entitled, but does not include tips or gratuities.

“Week” means the period between midnight on Saturday and midnight on the immediately following Saturday.

“Work Site” includes sites on any Peter Ballantyne Cree Nation IR and *may* include such other places as may be designated by the Chief and Council from time to time.

“Year of Employment” means the period beginning on the date the Employee is hired or on any anniversary of that date and ending twelve (12) months later. *An Employee must complete a “year of employment” to be entitled to a Annual Leave.* The amount of Annual Leave pay for that Annual Leave is based on the wages earned by the Employee during that “year of employment.”

NOTE: Unless any provision in this Manual otherwise specifies, and where the context requires, the singular *shall* include the plural and the plural the singular. Furthermore, where the context requires, masculine pronouns *shall* be deemed to be read as feminine pronouns or vice versa.

CHAPTER 3: HOURS OF WORK

3.1 WORKING HOURS

3.1.1 Ordinary Hours of Work

Unless otherwise agreed, the full-time hours *shall* be the hours established by the Employer for that place of employment and *shall* ordinarily consist of:

1. forty (40) hours, Monday to Friday, during which the Employee is expected to be at work and/or at the Employer's disposal.
2. the **regular work day** *shall* ordinarily be from 9:00 am to 5:00 pm and, unless otherwise agreed, *every Employee* is expected to be at work between those hours. Any Employee who, without permission to do so, fails to report to work on time and/or who leaves early *shall* be subject to disciplinary action.

3.1.2 Exception to Ordinary Hours of Work

The Band or its delegate *may* specify different times and/or length of work day for certain Employees where program delivery necessitates the same. Where the ordinary hours of work do not apply, the Employer *shall* give notice to Employees of the time when work begins and ends over a period of at least one week or where work is done in shifts, the time when each shift begins and ends and the time when meal breaks begin and end. Except in unusual circumstances and emergencies, or unless otherwise agreed, the Employer *shall* give the Employee at least one week's notice of any change in the Employee's work schedule.

3.1.3 Employee's Obligation to Report to Work

All Employees are expected to be at work regularly and at the hour designated by their Supervisor. Frequent or persistent unexcused lateness *may*, at the discretion of the Supervisor, be grounds for disciplinary action. Any unexcused lateness *shall* result in dockage of pay. All unauthorized leave *shall* be leave without pay and *may* be subject to disciplinary action. The Supervisor must be informed of any unauthorized leaves taken by any Employee in their charge. Failure to report to work for three or more consecutive work days *shall* be treated as job abandonment.

3.1.4 Meal And Rest Breaks

All Employees who work six (6) or more hours are entitled to an unpaid meal break of one (1) hour. In addition, Employees are entitled to two (2) paid fifteen (15) minutes rest/nutrition breaks each work day.

3.1.5 Travel to a Work Site

Time spent commuting to work constitutes time worked *only* in a situation where the Employee is required by the Employer to report to work in a location other than the Employee's normal place of work.

3.2 ATTENDANCE PROCEDURES

Whenever conditions warrant, it is the right of the Employer or their designate to demand that all or any Employees leave and/or not report to their work site during the scheduled hours of work.

3.2.1 Absences

PBCN *shall* only accept an Employee's absence where such absence:

1. has been authorized in writing in advance by the Employee's Supervisor;
2. is deemed unavoidable by the Employer, upon being provided with such proof as the Employer deems necessary, by virtue of illness, pressing necessity, emergency or the result of a *force majeure*; **or**
3. is justified pursuant to Chapter 6 of this Manual.

In the event that an Employee is unable to report for work, he/she *shall* notify his/her immediate Supervisor as soon as possible and, in any event, not later than one (1) hour after the Employee was supposed to have reported to work. If the Employee fails or neglects to report for work and fails or neglects to provide the Employer with a verifiable reason for the same in timely fashion, the Employee *shall* be regarded as having taken an unexcused absence and *shall* be subject to loss of pay and/or disciplinary action.

3.2.2 Attendance at Designated Conferences, Workshops, Training Seminars or Meetings

From time to time, Employees *may* be required by the Employer or their delegate to attend designated conferences, workshops, training seminars or meetings. Failure on the part of the PBCN Employee to attend such conferences, workshops, training seminars or meetings, in whole or in part, without prior notice and permission *shall* be considered an unexcused absence, and *shall* result in loss of pay and/or disciplinary action.

3.2.3 Lateness

All Employees are expected to be at work regularly and at the hour designated by their Supervisor. Frequent or persistent unexcused lateness *may*, at the discretion of the Supervisor, be grounds for disciplinary action. Any unexcused lateness *shall* result in dockage of pay.

3.2.4 Leaves of Absence

All requests for leaves of absence *shall* be made in writing on the appropriate form and submitted to the Supervisor or his/her delegate not less than three (3) working days in advance of

the leave. Prior written approval **must be** obtained before a leave is taken. The Employer will not unreasonably withhold approval. The Chief and Council or their designate (i.e., Personnel/Finance Manager) **may** request that an Employee provide written documentation to justify/excuse any absence(s). If such documentation is not forthcoming or contrary evidence is adduced, the Chief and Council or their designate **may** take whatever disciplinary action is deemed appropriate in the circumstances.

3.3 ABSENCE CLASSIFICATION AND PROCEDURES

3.3.1 Unexpected Absences

An Employee who is unable to report for work or who is going to be late for any reason must:

4. call their immediate Supervisor as soon as reasonably practicable and in no case later than one (1) hour after they were expected to report to work;
5. explain their reason(s) for not reporting on time or at all;
6. advise their Supervisor when they expect to return to work;
7. provide such documentation with respect to the absence/tardiness as the Employer **may** require.

3.3.2 Authorized Absences

All requests for leave **shall** be made in writing on the appropriate form and submitted to the Supervisor or his/her delegate not less than three (3) working days in advance of the leave. Prior written approval **must be** obtained before a leave is taken. The Employer will not unreasonably withhold approval. One signed copy of the request for leave and any requisite supporting documentation must be sent to the Chief and Council or their designate (i.e., Personnel / Finance Manager) so that any necessary adjustment can be made to wages. A second copy **shall** be placed in the Employee's Personnel File. In the event of a dispute, the Chief and Council or their designate **shall** determine whether the leave is with or without pay.

3.3.3 Bi-Weekly Time Sheet

Every Employee is responsible for completing a bi-weekly time sheet for each pay period that **accurately** details the actual hours worked and any leave taken. These records must be checked by the Employee's immediate Supervisor or his/her designate. If there are no errors or omissions, the Supervisor or his/her designate will sign the Time Sheet and forward it to the Chief and Council or their designate (i.e., Personnel / Finance Manager).

If there are errors or omissions, the Time Sheet will be returned to the Employee for revision **before** it is signed by the Supervisor or sent to the Chief and Council or their designate (i.e., Personnel / Finance Manager). In the event of a dispute or in the event that any supporting documentation [i.e., *signed* Leave Request Form and/or Overtime Authorization Form] is not

then available, only those portions agreed upon will be approved and submitted. The remainder can be submitted at a later date when, and if, it is approved.

3.3.4 Responsibilities of the Immediate Supervisor

The immediate Supervisor *shall*

1. ensure that the Employees under his/her direction understand the attendance policies;
2. ensure accurate completion of the bi-weekly Time Sheet;
3. monitor attendance records and note any frequent or persistent absence or tardiness and report the same to the Chief and Council or their designate (i.e., Personnel / Finance Manager);
4. discuss absences and tardiness with Employees in a non-threatening manner;
5. implement strategies [i.e., wage loss/disciplinary action] to reduce/eliminate frequent or persistent tardiness and absenteeism;
6. identify unjustified [i.e., one not supported by appropriate documentation] and unexcused absences and report the same to the Chief and Council or their designate (i.e., Personnel / Finance Manager) as soon as practicable;
7. ensure that all medical or personal information remains confidential;
8. address problems created by Employee shortages in the workplace; **and**
9. perform all duties necessary or incidental to their job description and/or as assigned by the Employer or their designate from time to time.

3.4 ABSENTEEISM

No Employee shall be paid for any unauthorized absence. All unauthorized leaves *shall* be treated as leave without pay and *may* be subject to disciplinary action [see unexcused absences, above]. The Supervisor must be informed of any unauthorized leaves taken by any Employee in their charge. Failure to report to work for three (3) consecutive days *shall* be treated as job abandonment.

3.5 ABANDONMENT

Any Employee who is absent for three (3) or more days without permission *shall* be viewed as having abandoned their position and the Employee shall be deemed to have resigned.

Notwithstanding the above, any Employee who abandons his/her job while having care and control of one or more vulnerable persons [i.e., children, mentally or physically disabled or elderly persons] without permission to do so and/or without alternate arrangements having been made for the persons in his/her charge *shall* be summarily dismissed.

3.6 AUTHORIZATION FOR LEAVE

PBCN will not grant any leave with pay unless and until,

1. such leave has been earned;
2. the leave has been properly applied for and duly granted by the immediate Supervisor; and
3. all necessary paperwork, including supporting documentation, has been submitted to the Chief and Council or their designate (i.e., Personnel / Finance Manager).

CHAPTER 4: PAYROLL

4.1 GENERAL PAYROLL POLICY REGULATIONS

4.1.1 Method of Issuance

Pay cheques will either be:

1. deposited to the Employee's personal bank account by Electronic Fund Transfer [EFT];
2. held by the Employer to be picked by the Employee at the point of issue; or
3. delivered to the Employee's place of work through internal mail, regular mail (Canada Post) or by courier.

The most appropriate and suitable method for handling an Employee's pay cheque will be determined by the Employee and the Chief and Council or their designate (i.e., Personnel / Finance Manager) during orientation.

4.1.2 Schedule of Remuneration

Subject to the terms and conditions set out herein and in consideration of the services rendered by the Employee, PBCN *shall* pay or cause to be paid all wages and benefits to which the Employee is entitled in twenty-six (26) regular installments, in arrears, in accordance with the Employer's usual paying practices, but not less frequently than every two (2) weeks, for services actually rendered. Allowances *shall* be paid when sufficient and appropriate documents has been submitted to the Finance Department.

Subject to a satisfactory performance review **and subject to availability of sufficient funding**, the base salary *shall* be increased annually in accordance with the salary grid.

4.1.3 Pay Period

Unless otherwise agreed, PBCN follows a bi-weekly pay schedule, with twenty-six (26) pay periods in the Fiscal Year.

4.1.4 Pay Day on Public Holiday

If a pay day falls on a Public Holiday or weekend, the Employer will make every effort to issue pay cheques on the last working day prior to the holiday or weekend.

4.1.5 Alternate Pay Cheque Designation

A pay cheque will only be issued to the Employee to whom it is addressed unless:

1. the Employee has designated an alternate person to whom the pay cheque *may* be issued for pickup on the Employee's behalf;
2. the Employee has directed and authorized the Employer to issue their pay cheque to such alternate person in writing; and
3. the designate identifies him/herself to the Employer and signs the pay cheque log at the time of pick up.

4.1.6 Salary Grid

PBCN *shall* adhere to the salary grid(s) adopted by motion of Chief and Council where it concerns the wages, salaries, pay, or any other compensation for labour or personal services. Placement on the grid *shall* require proof of *related* job experience and job-related training as evidenced by transcripts and copies of *relevant* degrees, certificates and diplomas. The onus *shall* be on the Employee to provide proof of the same. Any expenses incurred in relation to furnishing such proof *shall* be the expense of the Employee. Until such proof is provided, the Employee shall be paid at the lowest scale of the applicable salary grid. When placement on the grid has been determined after employment has begun, any adjustments shall be made retroactively to the date of so qualifying.

The payment for services rendered *shall* be subject to the satisfactory performance of the services by the Employee.

4.2 ATTENDANCE RECORD

As noted in Article 3.3.3, it is the responsibility of the Employee to ensure that their time sheet is properly completed and submitted to the immediate Supervisor for approval and forwarded to the Chief and Council or their designate (i.e., Personnel / Finance Manager).

1. Each Employee *shall* complete his/her own bi-weekly Time Sheet for each pay period *accurately* reporting their hours of work, any leave taken [i.e., annual, parenting, sick, education, bereavement, etc.] and/or, where the same has been authorized in writing, any overtime.
2. The immediate Supervisor is responsible of reviewing and either
 8. approving and signing the Time Sheet and forwarding it to the Chief and Council or their designate (i.e., Personnel / Finance Manager) or
 9. not approving the Time Sheet and returning it to the Employee for amendment or to provide supporting documentation.
3. All Time Sheets and supporting documentation must be signed by the Employee *and* the Immediate Supervisor and submitted to the Chief and Council

or their designate (i.e., Personnel / Finance Manager), for record keeping, within the time frame set by the Finance Department.

4. Copies of his/her Time Sheets *shall* be kept on the Employee's personnel file by the Chief and Council or their designate (i.e., Personnel / Finance Manager).

5. *Any intentional errors will be treated as fraudulent and shall result in disciplinary action.*

4.3 ADVANCES AND EARLY DISBURSEMENT OF CHEQUES

PBCN does not in any circumstances allow salary advances or other loans.

In extraordinary circumstances, and upon the written request of an Employee, the Chief or his/her designate *may* authorize the *early release* of a pay cheque for amounts already earned and properly documented. *In no case shall any Employee receive more than three (3) early releases in a fiscal year.*

4.4 DEDUCTIONS

The Employer *shall* deduct from the wages of an Employee such deductions as the Employer is from time to time

10. required to make pursuant to Federal or Provincial law or prescribed by government act or regulation;
11. authorized or directed to make by a judgment or Order of the Court;
12. authorized by agreement with, or the consent of, the Employee.

The Employer *shall* deduct from the wages of an Employee any over-payment that has been advanced to the Employee. If the over-payment was the result of an error on the part of the Employer, this *may* be done in up to four (4) equal instalments.

Any other deduction *shall* be subject to securing a written authorization or assignment of wages by the Employee.

4.5 PROVISIONS FOR OVERTIME

Under normal circumstances, Employees are not required to work overtime nor are they permitted to claim for any unauthorized overtime.

If a situation arises wherein an Employee is required to work over and above the ordinary hours of work, then it must be approved in writing in advance by their immediate Supervisor. The Supervisor must submit all records of overtime to the Personnel/Finance Office on a bi-weekly

basis including, but not limited to, what overtime has been accumulated, why it was necessary to work overtime, and what overtime credits have been used.

The overtime must be recorded on the Time Sheet, a copy of which will be kept by the immediate Supervisor. The original copy is forwarded to the Personnel/Finance Office.

Accumulated overtime credits can only be used as *time off in lieu* [TOIL].

For the purpose of this Section, TOIL applies to hours worked in excess of the regular work week as set out in Article 3.1.1.

4.5.1 Overtime for Management/Salaried Staff

For the purposes of this Section, “Management” Employees *shall* include the ProgramManagers/Directors and such other persons as the Chief and Council *may* designate from time to time.

The following procedures *shall* apply regarding *time off in lieu* [TOIL] of overtime for Management Employees:

1. Management Employees are asked to model effective time management and are ordinarily expected to complete work assignments during the regular working hours.
2. Should Management Employees find that they must work outside beyond regular working hours prior *written* approval must be from the Chief or his/her designate.
3. Work in excess of regular working hours *shall* be banked at straight time and taken as TOIL.
4. Management Employees are encouraged to expend earned TOIL time as soon as reasonably possible. Unless otherwise agreed, Management Employees are required to obtain the **written** consent of the Chief or his/her designate *at least* seventy-two (72) hours prior to taking time off in lieu of overtime [TOIL].
5. Unless otherwise agreed, carryover of accumulated TOIL to the next fiscal year will be limited to ten (10) work days or eighty (80) hours.
6. It is understood that PBCN Management Employees *may* be requested to work flexible hours from time to time to meet the needs of particular PBCN programs, the Reserve communities or in emergency situations. Flexible hours *may* be scheduled by the Chief and Council to meet these needs. In all such cases, the Management Employee will be given as much notice as possible.

4.5.2 Overtime for Non-Management

For the purpose of this Section, “Non-Management” *shall* include every Employee of PBCN who is not designated as Management pursuant to Article 4.5.1, above.

Pursuant to Article 3.1.2, hours of work *shall* be at the sole discretion of the Employer and neither this section nor anything in this Manual *shall* be construed to constitute a guarantee of a certain number of hours or a term of employment entitling an Employee to work or be scheduled to work a certain number of hours, days or pay periods or particular hours, days or pay periods.

The following procedures *shall* apply regarding TOIL for PBCN Non-Management Employees:

1. PBCN Employees are ordinarily required to complete work assignments during the regular working hours.
2. Should PBCN Employees find that they must work beyond regular working hours prior *written* approval must be obtained from the appropriate Supervisor.
3. All records of overtime should be submitted to the Payroll Office including, but not limited to, what overtime has been accumulated, why it was necessary to work overtime, and what overtime credits have been used. Overtime credits are ordinarily equivalent to 1.5 times the actual overtime worked. Overtime worked on Public Holidays is equivalent to 2.5 times the actual overtime worked.
4. ***Accumulated overtime credits can only be used as TOIL.***
5. Employees who are called back to work outside their regular hours in order to meet emergency conditions will receive whichever is greater of the following:
 - i) three hours of straight rate times; OR
 - ii) time and a half for all hours worked on days other than Public Holidays; OR
 - iii) double time and a half for all hours worked on Public Holidays.
6. Carry over of accumulated TOIL to the next fiscal year will be limited to ten (10) work days or eighty (80) hours.
7. Employees are encouraged to expend their TOIL time as soon as reasonably possible. Unless otherwise agreed, Employees are required to obtain the **written** consent of their Supervisor *at least* seventy-two (72) hours prior to taking time off in lieu of overtime [TOIL].
8. Unless otherwise agreed, Full Time Employees who have given notice of resignation *may* not include TOIL as part of their notice without the prior *written* approval of the Chief and Council or their designate (i.e., Personnel / Finance Manager).

4.6 PUBLIC HOLIDAY PAY

4.6.1 Public Holidays

Employees are entitled to ten (10) Statutory Holidays with pay each year. These include New Year's Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day. In addition, the Employer has agreed that the following six (6) General Holidays should be observed: PBCN Day, (February), Heritage/Indian Government Day (February), Easter Monday, Treaty Day (varies), National Aboriginal Day (June), and First Nations Unity Day (November).

4.6.2 Employees Who Are Not Entitled to Public Holiday Pay

Without exception, an Employee who:

1. has worked for less than thirty (30) days during the preceding twelve (12) months; or
2. does not work on a Public Holiday when they are required or scheduled to do so; or
3. is absent from their employment without the consent of their Supervisor on the last regular working day preceding and/or the first regular day following, a Public Holiday; or
4. has worked fewer than fifteen (15) days in the month prior to the Public Holiday;

is *not* entitled to Public Holiday pay.

4.6.3 Public Holiday on a Working Day

If a Public Holiday falls on a day that would have been a regular working day for an Employee and the Employee does not work on that day, PBCN will pay the Employee, for that day, Public Holiday Pay that is equal to the regular wage of the Employee.

4.6.4 Public Holiday on a Rest Day

When a Public Holiday coincides with an Employee's day of rest, the Public Holiday *shall* be observed on the Employee's first working day following the day of rest and the day so specified *shall* be deemed to be that Public Holiday.

4.6.5 Working on a Public Holiday during the Work Week

If a Public Holiday falls on a day that would have been a regular working day for the Employee or for another day designated for observance of the Public Holiday by the Employer and the Employee works on that day, the Employer will give the Employee:

1. the amount of wages calculated at a rate that is 1.5 times the Employee's regular rate of wages, **and**
2. one day of paid holiday, within the next three (3) months, on a day that would normally be a working day for the Employee, **or**
3. the amount to which the Employee would be entitled if the Employee did not work on that day.

4.6.6 Public Holiday during Annual Leave

Where an Employee takes an annual holiday during the four (4) weeks immediately preceding a Public, "**wages**" *shall* include the amount of annual holiday pay that is payable with respect to any annual holidays actually taken during that period.

Where one or more Public Holidays occur during the period of any annual holiday that an Employee has been permitted by the Employer to take

1. the period of that annual holiday *shall* be increased by one (1) working day in respect of each such Public Holiday; **AND**
2. the Employer *shall* pay to the Employee, in addition to the annual holiday pay that the Employee is entitled to receive, the wages that he/she is entitled to be paid for each such Public Holiday.

4.7 GENERAL HOLIDAYS

4.7.1 General Holidays

General Holidays include PBCN Day, (1st Monday in February), Heritage/Indian Government Day (3rd Monday in February), Easter Monday, Treaty Day (varies), National Aboriginal Day (June), and First Nations Unity Day (November).

4.7.2 Employees Who Are Not Entitled to General Holiday Pay

Without exception, an Employee who:

1. has worked for less than thirty (30) days during the preceding twelve (12) months; or
2. does not work on a General Holiday when they are required or scheduled to do so; or

3. is absent from their employment without the consent of their Supervisor on the last working day preceding and/or the first regular working day following, a General Holiday; or
4. has worked fewer than fifteen (15) days in the month prior to the General Holiday;

is *not* entitled to be paid for a General Holiday.

4.7.3 General Holiday on a Working Day

If a General Holiday falls on a day that would have been a regular working day for an Employee and the Employee does not work on that day, the Employer will pay the Employee, for that day General Holiday Pay that is equal to the regular wage of the Employee.

4.7.4 Working on a General Holiday during the Work Week

If a General Holiday falls on a day that would have been a regular working day for the Employee and the Employee works on the General Holiday, the Employer will give the Employee:

1. the Employees regular rate of wages, AND
2. one day of paid holiday, within the next three (3) months, on a day that would normally be a working day for the Employee, OR
3. the amount to which the Employee would be entitled if the Employee did not work on that day.

4.7.5 General Holiday during Annual Leave

Where an Employee takes an annual holiday during the four (4) weeks immediately preceding a General Holiday, “wages” *shall* include the amount of annual holiday pay that is payable with respect to any annual holidays actually taken during that period.

Where one or more General Holidays occur during the period of any annual holiday that an Employee has been permitted by the Employer to take

13. the period of that annual holiday *shall* be increased by one working day in respect of each such General Holiday; AND
14. the Employer *shall* pay to the Employee, in addition to the annual holiday pay that the Employee is entitled to receive, the wages that he/she is entitled to be paid for each such General Holiday.

4.8 GIFTED DAYS

The Council *may*, by way of a motion, from time to time, designate certain days as Gifted Days. Provisions for Gifted Days are the same as for General Holidays and are listed in 4.7, *supra*.

4.9 ACTING PAY

15. Unless otherwise agreed, an Employee who is required to perform the duties of a higher paid position on an acting or interim basis for a period of at least five (5) consecutive working days *shall* be paid an additional ten percent (10%) of his/her current salary retroactive to the date on which he/she was asked to assume the additional duties.

16. The length of time of the acting or interim assignment will be at the discretion of the Chief and Council or their designate (i.e., Personnel / Finance Manager) in the case of Non Management positions and at the discretion of the Council in the case of Management positions.

17. In all such cases, the Chief and Council or their designate (i.e., Personnel / Finance Manager) *shall* ensure that documentation of the temporary appointment is placed on the Employee's Personnel File.

4.10 TERMINATION

Every Employee who terminates his/her employment or whose employment is terminated for any reason *shall* be paid his/her wages in full by the Employer within fourteen (14) days after the day on which the termination of employment takes effect.

In the case of a dispute respecting wages, the Employer *shall* give written notice to the Employee of the amount admitted to be due and *shall* forthwith pay that amount to the Employee unconditionally.

Acceptance by the Employee of a payment pursuant to the above, does not constitute waiver of the remainder of the amount claimed by him/her unless he/she signs a release to that effect.

Any unresolved dispute respecting wages or benefits *shall* be submitted for mandatory arbitration to a person mutually acceptable to both parties.

CHAPTER 5: RECRUITMENT, HIRING, ORIENTATION & TRANSFER

5.1 AFFIRMATIVE ACTION

It is the policy of PBCN to hire Band members whenever possible. Band members are urged to obtain the necessary skills, training and education in order to present themselves as eligible candidates for hiring and promotion. Band members who:

1. have the necessary skills and experience; and/or
2. through the interview process, demonstrate that they have the necessary and desired skills, attitudes and abilities,

will be given priority for hiring and promotion. In the event that no Peter Ballantyne Cree Nation member can be found to fill a position, qualified First Nation members will be given priority over *similarly qualified* Non-Aboriginal Applicants. All other things being equal, preferential consideration will also be given to persons with disabilities and persons from visible minorities.

5.2 COMPETITION PROCEDURES

5.2.1 Advertisement

Once there is approval by Chief and Council to fill a vacancy, the vacancy will be posted in all PBCN offices and broadcast in such other locations and by such other means [i.e., local newspapers, community television, radio stations and other public community locations] as Chief and Council deem necessary and appropriate in the circumstances.

The job postings will be advertised for a reasonable length of time, usually two (2) to four (4) weeks, depending upon the urgency to fill the position and number of interested and qualified applicants. Job postings must include the following information:

1. the job title and work site location;
2. the nature and duration of the position, i.e., full-time, part-time, temporary, term, casual or on-call;
3. the name and address of the Chief and Council or their designate (i.e., Personnel / Finance Manager) or other person who *shall* be responsible for receiving all applications;
4. the desired attributes, skills, training or experience of the applicant;
5. the minimum standards necessary to be considered [i.e. education, experience, language requirements];

6. the closing date of the competition;
7. any conditions required to be met [i.e., cover letter, résumé, transcripts, letters of reference, copies of certificates, degrees or diplomas, proof of current professional registration, satisfactory criminal record check, clean driving record, adherence to local bylaws, etc.]; and
8. the names, addresses and phone numbers of at least three (3) professional and/or personal [i.e., character] references must be forwarded with the application.

The posting *may* state that the Employee must provide the name of the most recent/current Employer as one of the references.

5.2.2 Receipt of Job Applications

The following procedures *shall* apply with respect to job applications:

1. Only Applicants who meet the minimum requirements specified in 5.2.1 will be considered.
2. All applications *shall* be kept in a secure place until the end of the competition to ensure confidentiality.
3. Once the competition closes, two (2) staff members or one (1) staff member and one Council member will review the applications. They will record the phone number and names of all persons who have applied on a form provided by the Chief and Council or their designate (i.e., Personnel / Finance Manager). They will use a checklist provided by the Chief and Council to indicate which of the attachments specified in 5.2.1 are included with the applications. Both persons will sign the form and certify its accuracy.
4. The checklist and applications with attachments *shall* be sealed and forwarded to the Interview/Selection Committee.

5.2.3 Cancellation of Competition

The Council *may* cancel employment competitions or make modifications to any item associated with the competition at any time during the recruitment.

5.3 INTERVIEW/SELECTION COMMITTEE

5.3.1 Constitution of the Committee

The Interview/Selection Committee *shall* consist of two (2) to four (4) Council members and the Personnel/Finance Manager. The Interview/Selection Committee *shall* make recommendations to the whole Council a quorum of which retains the final responsibility to hire.

5.3.2 Conflict of Interest

In order to avoid allegations of bias or apprehension of bias, no person *may* be a member of the Interview/Selection Committee if the said person,

1. is an immediate or extended family member of one of the Applicants;
2. has applied for the position themselves;
3. is a business partner or close family friend of the candidate.

5.3.3 The Short List

Applications will be reviewed and short listed by the Interview/Selection Committee.

Each Applicant's resume and supporting documentation will be reviewed to ensure that they meet the requisite qualifications for the position. Applicants *may* be disqualified for interviews for other reasons as designated by the Committee. The reason for the exclusion of any Applicant must be documented.

The short listing procedure *shall* be as follows:

1. the Personnel/Finance Manager *shall* be responsible for conducting all reference checks and completing the criminal record checks.
2. the Personnel/Finance Manager *shall* contact by telephone and/or send a letter to Applicants who have been short listed for an interview.

The short list is intended to save time in the selection and interview process.

5.3.4 Notice of Rejection

Unless specified otherwise in the job posting, the Personnel/Finance Manager *shall* send a letter to all Applicants who were not short-listed for an interview thanking them for their interest and advising them that they were not successful in the current competition. The applications and supporting documentation *may* be kept on file for a period of up to six (6) months for consideration for related openings for which the Applicants might be qualified. Unsuccessful Applicants will be responsible for contacting the Personnel/Finance Manager if they want to be considered for subsequent job postings.

5.3.5 Notice of Interview

Once the Interview/Selection Committee has selected the Applicants to be interviewed, the Personnel/Finance Manager *shall* schedule interviews by means of a letter and/or telephone call to each Candidate. Candidates will be asked to confirm their intention to attend at the appointed time and place.

5.3.6 Impartiality and Objectivity

The Interview/Selection Committee *shall* conduct interviews in an impartial and objective manner. They will individually and collectively rate each Employee on a point system and the Candidate with the highest rating will be offered the position provided their reference and criminal record checks are satisfactory. If that Candidate does not accept the offer of employment or is otherwise disqualified, the Candidate with the second highest rating will be offered the position. If neither the first nor second choice accepts the offer of employment or if they are otherwise disqualified, the Candidate with the third highest rating *may* be offered the position. If none of the first, second, or third choices accept or if they are otherwise disqualified, the Chief and Council will be advised of the result and alternatives considered. None of the short listed Candidates *shall* be notified of the results of the Interview and Selection process until an offer of employment has been accepted or the Chief and Council has met. The Personnel/Finance Manager *shall* submit recommendations to hire or consider other alternatives to the Chief and Council, on behalf of the Interview/Selection Committee. Appointments *shall* be ratified by Council motion.

5.3.7 Notice to Unsuccessful Candidates

All unsuccessful Candidates *shall* be notified in writing by the Personnel/Finance Manager as soon as possible after selection and confirmation of appointment of the successful Candidate that the position has been filled. Unsuccessful Candidates should also be advised that their applications and supporting documentation *may* be kept on file for a period of up to six (6) months for consideration for related openings for which they might be qualified. Unsuccessful Candidates will be responsible for contacting the Personnel/Finance Manager if they want their application considered for subsequent job postings.

5.3.8 Letter of Offer/Contract

The Personnel/Finance Manager or his/her designate *shall* be responsible for sending a Letter of Offer and, if necessary, arranging for the drafting and execution of a Contract of Employment or Independent Service Contract, as the case *may* be. The letter will state the nature of employment, location, term, if any; length of probation, condition and scope of duties, the remuneration to be paid, the name of the immediate Supervisor, and any conditions of employment [i.e., availability of adequate funding, security clearance, verification of training or experience, ratification of the appointment by the Chief and Council, etc.]. The offer *shall* be open for acceptance in writing within a prescribed time [ordinarily seventy-two (72) hours]. Failure to respond in writing in a timely fashion *shall* be deemed to be a rejection of the offer.

5.3.9 Refusal by Candidate

In the event that the Candidate(s) selected for a position is subsequently disqualified or they refuse the offer or the parties are unable to reach an agreement on the terms and conditions of employment, the Chief and Council *shall* consider the following options:

1. repeat the recruitment process after a review of the job posting;

2. cancel the competition;
3. select an alternate Candidate from among the applications submitted or short listed;
4. conduct another round of interviews; **or**
5. appoint a current Employee to the position in an “acting” capacity.

5.3.10 Interview Costs

Unless otherwise agreed, all Applicants *shall* be required to pay for any costs associated with their application or incurred for the purpose of attending an interview.

5.4 APPOINTMENTS BY COUNCIL

The Council or its delegate,

1. *shall* approve all appointments and such ratification *shall* be by Chief and Council motion; **and**
2. *may* appoint, at their pleasure, a suitably qualified Candidate to a vacant position when it is deemed in the best interests of PBCN and/or when time constraints prevent advertising, screening, interviewing and selection.

5.5 RELOCATION/LATERAL TRANSFER/PROMOTION

PBCN reserves the right to relocate, transfer, demote or promote current Employees instead of posting openings when, in the opinion of Council, such relocation, transfer, demotion or promotion is in the best interests of the Band, is expedient and/or necessary to meet program needs. In such cases, the following procedure *shall* apply:

1. The Employee(s) directly affected *shall* be consulted before a final decision is made and advised of the reason(s) for the relocation, transfer, demotion or promotion.
2. The Employee(s) *shall* suffer no loss in salary merely as a result of relocation or transfer. However, if his/her assignment, duties and responsibilities and/or reporting arrangements change as a result of a demotion or promotion, there *may* be a concurrent change in remuneration.
3. The Employee(s) *shall* be advised in writing of any relocation, transfer, demotion or promotion. The letter *shall* state the effective date of such relocation,

transfer, demotion or promotion and *shall* either be hand delivered or sent by registered mail to the last known address of the Employee.

4. Unless otherwise agreed, the Employee *shall* be given a minimum of thirty (30) days' notice of such relocation, transfer, demotion or promotion.

5. Any Employee who has been notified of their pending relocation, transfer, demotion or promotion *shall* have the right to appeal the decision to the Appeal Committee, according to the procedure defined in Chapter 11.

5.6 PROBATIONARY PERIOD

Employees who are promoted *shall* be subject to a six (6) month probationary period which the Employer *shall* use for the purpose of evaluating the performance, ability, aptitude and qualifications of the Employee. While the Employee is serving a probationary period, the Employer *may* terminate the Employee's appointment to the new position whether for cause or otherwise. If, before the expiry of the probationary period, the Employee proves incapable of meeting the Employer's expectations with respect to the new position, the Employee *may* be required to resume, without any loss of benefits and/or seniority which he/she previously enjoyed, his/her former position or to take a comparable position, if any are available; otherwise, the Employee *may* be terminated. Alternatively, in order to provide the probationary Employee with further opportunity to demonstrate his/her competence, the probationary period can be extended for an additional three (3) to six (6) months at the discretion of the Employer. If during the course of employment, an Employee's performance deteriorates or if an Employee attracts disciplinary measures for other reasons, a probationary period may be reinstated [see section 5.10.3]. The Employer *shall* use the reinstated probationary period for the purpose of evaluating the performance, ability, aptitude and qualifications of the Employee. While the Employee is serving a re-instated probationary period, the Employer *may* terminate the Employee's appointment to the new position whether for cause or otherwise. The Employee should use the time to demonstrate, if they are so inclined, their reformative intent.

5.7 TEMPORARY APPOINTMENT

The Personnel/Finance Manager *may*, with the prior approval of Council, appoint current Employees to fill any unfilled positions on a temporary basis for a period not to exceed twelve (12) weeks [three (3) months]. Such temporary appointments *may* be renewed. The terms of the appointment *shall* be included in a formal written offer.

5.8 SECONDMENT

The PBCN Chief and Council or its designate *may* approve the secondment of an Employee from/to another Band program/agency. A written agreement will be arranged with the program/agency specifying the terms of secondment, the start and end date of the secondment, and the responsibilities of the respective parties of the Agreement.

5.9 EMPLOYEE PERFORMING HIGHER DUTIES

See Article 4.9 above.

5.10 HIRING PROVISIONS

5.10.1 Oath of Confidentiality

As a condition of employment *all* PBCN Employees are required to take an *Oath of Confidentiality*, stating:

I solemnly and sincerely swear that I will faithfully and honestly fulfill the duties that devolve upon me by reason of my employment with the Peter Ballantyne Cree Nation and that I will not, without due authority in that behalf, disclose, make public, or make known any matter that comes to my knowledge by reason of such employment except where required by law. I further agree to hold in the strictest confidence any and all information in relation to the business, affairs and operations of PBCN, and/or other PBCN departments and affiliated organizations, that may be revealed to me by reason of my employment.

5.10.2 Security Clearance

All potential Employees of PBCN, including full-time, part-time, temporary, term and casual/on-call Employees *shall* be required to have a Security Clearance check prior to the commencement of employment. Any and all expenses incurred with respect to their Criminal Record check [CPIC] will be the responsibility of the potential Employee. All offers of employment are conditional upon a satisfactory clearance. A copy of the results of the search must be provided to the Personnel/Finance Manager prior to the commencement of employment.

A potential Employee *may* also be required to execute a declaration with respect to their criminal history at the time of their interview and/or an appropriate Authorization and Waiver to enable a Security Clearance to be done prior to hiring.

Current Employees *may* be required to provide more current documentation in this regard.

Employees who are eligible are encouraged to apply for pardons. Pardon kits can be obtained from any Provincial Court.

5.10.3 Probationary Period

All PBCN Employees who begin a new job as a result of having been hired, or as a result of a lateral transfer or promotion are required to serve a six (6) month probationary period which the Employer *shall* use for the purposes of evaluating the performance, ability, aptitude and qualifications of the Employee. In order to provide the probationary Employee with further opportunity to demonstrate his/her competence, the probationary period can be extended for an additional three (3) to six (6) months at the discretion of the Employer.

Provided there is a satisfactory evaluation and the probation is lifted, and subject to the terms of any reinstated probationary period, the Employee *shall* thereafter be subject to an annual performance review.

The Employer reserves the right, for disciplinary or reprimand purposes, to re-instate a probationary period of the Employee during the term of his/her employment for periods up to six (6) months, which time the Employer *shall* use the period for the purposes of re-evaluating the performance, ability, aptitude and qualifications of the Employee.

While an Employee is serving an initial or re-instated probationary period, the Employer *may* terminate the appointment at any time during the probationary period whether for cause or otherwise. During an initial or re-instated probationary period, the Employee *shall* have no recourse to the Appeal procedure outlined herein.

Only in extraordinary circumstances, will a Probationary Employee be granted any special or Annual Leave whether with or without pay. Where leave is granted, the probationary period *shall* be extended by the same number of days. Probationary Employees are entitled to accrued sick leave. Periods of leave without pay will not be included in the probationary period.

5.10.4 Orientation

5.10.4.1 An orientation *shall* be conducted for all Employees beginning a new job with PBCN. The primary purpose of orientation is to familiarize Employees with PBCN policies and procedures. Unless otherwise agreed, orientation for the new Employees *shall* be undertaken by their immediate Supervisor. It is in the best interests of the organization for Supervisors to ensure that new Employees receive a thorough orientation including, but not limited to, the following:

1. taking the new Employee on a tour of the work site, and introducing them to other staff members;
2. acquainting the new Employee with the Band's goals, mission statements, and overall organizational structure;
3. explaining how his/her position fits into the overall program and Band organization;
4. explaining his/her specific duties and responsibilities and the lines of authority at the work site. The Employee will be given a thorough overview of his or his/her job description, responsibilities, and the lines of communication and supervision. This including a discussion of what a typical day will entail for the new Employee [i.e., specific duties, reports or documentation that each Employee is responsible for].
5. discussing the *Band's* expectations in terms of work ethic [i.e., attendance, late policy, attitude, reliability, initiative, maturity and personal appearance];

6. reviewing the Policy Manual, terms and conditions of employment, and relevant legislation; **and**

7. reviewing benefits including salary, group insurance, group pension, Annual Leave, Sick Leave, etc. and any eligibility periods.

5.10.4.2 The following items *shall* be given to new Employees as soon as possible after hiring.

1. the Contract of Employment and attached Schedules [including, but not limited to, salary grid, job description, Oath of Confidentiality, Declaration with respect to any Criminal Record, Adherence to Local Bylaws];
2. CCRA Tax Forms - TD1;
3. Group Insurance and Pension Application Forms; and
4. a copy of the Personnel Manual;
5. a copy of the organizational structure showing lines of communication;
6. a copy of relevant legislation;
7. a copy of necessary or incidental procedures and protocols.

5.10.4.3 The immediate Supervisor will be responsible for giving the new Employee access to subsequent information about job related procedures if available [i.e., procedure manuals] or pointing out to whom they should address any questions or concerns.

5.10.4.4 The immediate Supervisor *shall* review PBCN policies and procedures with the new Employee.

5.10.4.5 The immediate Supervisor *shall* be responsible to provide any on the job training that *may* be required to operate on-site equipment.

5.10.4.6 The immediate Supervisor *shall* be responsible for providing Employees with such additional information about the job or the *Band* as *may* be required from time to time [i.e., changes to Policy Manual or relevant legislation] including pointing out who the Employee should consult about certain issues and/or questions.

5.10.4.7 The following will be reviewed by the Personnel/Finance Manager as soon as possible after hiring to ensure completeness and accuracy:

1. the application, résumé, letters of reference, photocopies of degrees, certificates, diplomas, licenses or permits and proof of previous related experience [copies of each are to be kept on the Personnel file];
2. the Letter of Offer with the Employee's acceptance endorsed thereon and/or Contract of Employment [originals to be kept on the Personnel file];
3. Canada Customs and Revenue Agency - TD1 form showing income tax, if any, payable [photocopy to be kept on the Personnel file];
4. the Group Insurance Application Form designating one or more Beneficiaries [photocopy to be kept on the Personnel file];
5. the Group Pension Application Form designating one or more Beneficiaries [photocopy to be kept on the Personnel file];
6. the Employee's starting salary showing their placement on the Salary Grid - credit will only be given for *related* experience and *relevant training* [original to be kept on the Personnel file, cc to be sent to Employee and to Personnel/Finance Manager];
7. the signed *Oath of Confidentiality* [original to be kept on the Personnel file];
8. a signed declaration with respect to their criminal record [original to be kept on the Personnel file];
9. a signed adherence to Band By-Laws and Prohibitions, if applicable, [original to be kept on the Personnel file];
10. a satisfactory Security [CPIC] Check [original to be kept on the Personnel file]; if appropriate, the Employee will be given a pardon kit and asked to proceed with the application for a pardon; **and**
11. an Occupational Health and Safety Checklist [photocopy to be kept on the Personnel file].

Copies of all forms must be sent to the Personnel/Finance Manager and kept on the Employee's personnel file:

5.11 SALARY

5.11.1 Salary at Hiring

Recognition of related experience and relevant education will be granted by placing the Employee on the appropriate row and column of the salary grid. The onus is on the Employee to provide proof of related experience and relevant education. The Employee should provide copies of official transcripts, copies of degrees, certificates and diplomas. Until such proof is furnished, the Employee shall be paid at the lowest level of the grid. As soon as the necessary documentation is provided, the salary shall retroactively be increased to the appropriate level.

5.11.2 Reclassification Request

Subject always to availability of sufficient funding, and where an Employee disagrees with their placement on a salary grid, or with the classification of their position, the Employee *may* make a request in writing for a review setting out the particulars of their claim. A review *may* take place if the Employee convinces the Personnel/Finance Manager that he/she failed or neglected to take into account either related experience or relevant education, proof of which was provided by the Employee. The recommendation, if any, *shall* be subject to subsequent ratification by the Chief and Council. The Chief and Council's decision *shall* be final and binding.

5.11.3 New Classifications/Revisions

If a new position is created or if the job duties are substantially or fundamentally changed, the Chief and Council *shall* approve an appropriate salary range and grid for the new position.

5.11.4 Increments and Increment Dates

Subject always to availability of sufficient funding and to a satisfactory performance review(s), annual increments *may* be awarded annually on the Employee's anniversary date.

5.12 BENEFITS

5.12.1 Relocation Allowance

Full-time newly hired Employees, who are relocating to PBCN communities from their former permanent residence a distance of greater than 150 km, *may* be eligible for a relocation allowance. An Employee requesting assistance under this policy *shall* do so in writing. The Employee *shall* submit their written request along with an estimate of expenses to the Council.

The Council *may* approve the request, in whole or in part, upon confirmation that there are sufficient budgetary funds available.

Employees whose requests have been approved will be reimbursed for allowed expenses [i.e., moving van rental, packing boxes, gas] when original invoices/receipts have been submitted to a

maximum of 2/3rds of the total receipts provided, however, that this total does not exceed the maximum indicated below and that the amounts are not covered by another Employer. In no case *shall* the relocation allowance exceed the maximum values set out below:

Relocation Distance	Maximum amount of Assistance	
150 - 200 km	\$ 500.00	requires receipts totally at least \$750.00
201 - 400 km	\$ 750.00	requires receipts totally at least \$1,025.00
401 - 600 km	\$ 1,000.00	requires receipts totally at least \$1,500.00
601 - 1000 km	\$ 1,250.00	requires receipts totally at least \$1,875.00
more than 1001 km	\$ 2,000.00	requires receipts totally at least \$3,000.00

Employees who do not successfully pass their probationary period OR who terminate their employment prior to completing six (6) months of employment or prior to completing the term of their contract if a definite term will be required to reimburse PBCN at the following rate:

1. if less than six (6) months employment - 100% of approved expenses; or
2. if less than one (1) year employment - 50% of approved expenses.

5.12.2 PBCN Pension Plan

It *shall* be a condition of employment that all Permanent Full-time Employees and Definite Term Contract Employees be required to participate in the Group Pension Plan. Details of eligibility are outlined in the Pension Contract. The Group Pension Plan is in the name of the PBCN and is a “defined contribution plan” subject to the provisions of Bill C-90 and the Pension Contract.

Employees will be provided with details of the Group Pension Plan at the time of their hiring.

PBCN reserves the right to make modifications to any and all Pension Plans that are in effect. However, the Employee *shall* suffer no permanent financial loss as a result of such change

5.12.3 PBCN Group Insurance

All Permanent Full-time Employees and Definite Term Contract Employees, upon hiring, and as a condition of their employment, *shall* be required to participate in the Group Insurance Plan offered by the Employer. Details of eligibility are subject to the provisions of the Group Insurance Contract. Employees will be provided with details of the Group Pension Plan at the time of their hiring.

Employees will also be provided with details of the Group Insurance Plan at the time of hiring but will **not** be eligible for Short Term or Long Term Disability until at least a three (3) month period of employment has been served. *If the Employee is ill or disabled prior to that time and is absent for more than the accumulated sick days he/she will have to rely on EI benefits, if any.*

PBCN reserves the right to make modifications to any and all Group Insurance Plans that are in effect. However, the Employee *shall* suffer no permanent financial loss as a result of such change.

5.13 PERSONNEL FILES

Personnel files will contain the application for employment [including curriculum vitae or resume and letters of reference]; copies of relevant degrees, certificates or diplomas, licenses or permits; a copy of the Letter of Offer with the Employee's acceptance endorsed thereon; the Declaration with respect to Criminal Record and/or CPIC search result; any adherence to local bylaws/prohibitions; the signed Oath of Confidentiality; signed copies of evaluations; confidential correspondence to and from the Employee or in respect of the Employee including reprimands. Personnel files are securely maintained. Only the Employee and selected staff [Personnel/Finance Manager] *shall* have access.

Employees *may*, upon reasonable request, review the contents of their personal file in the presence of the Personnel/Finance Manager during regular office hours. An Employee *may* not remove any documentation from his/her personal file. However, an Employee *may* ask for copies of materials on his/her file by directing a request in writing to the Personnel/Finance Manager specifying which documents he/she requires copies of. ***The Employee may be charged for photocopying.***

Other files maintained by PBCN will contain Time Sheets including accumulated Sick Leave, TOIL and Annual Leave; Requests for Leave, and information about the Employee's Group Insurance and Pension Plan contributions. These files are Confidential and access to them is limited to the Personnel/Finance Manager and select office staff. Employees *may*, upon reasonable request, review their personal records in the presence of the Personnel/Finance Manager during regular office hours. An Employee *may* not remove any documentation from the file. However, an Employee *may* ask for copies of materials on his/her file by directing a request in writing to the Personnel/Finance Manager specifying which documents he/she requires copies of. ***The Employee may be charged for photocopying.***

5.14 RELEASING OF PERSONAL INFORMATION

In order to avoid the possibility of unauthorized disclosure, any inquires regarding the release of personal information with respect to Employees must be referred in writing to the Personnel/Finance Manager . The request should specify which information *may* be released [i.e., address, phone number, employment status/annual income, marital status, family status] and to whom it *may* be released, i.e., solicitor, lending institution, creditor].

In the event that an Employee identifies PBCN as their Employer in the course of various commercial transactions which *may* result in credit/reference checks, [i.e. bank loans, vehicle purchase, potential employers, etc.], the Employee *shall* advise the Personnel/Finance Manager and provide written instructions concerning what information is authorized for release. No information *shall* be released without the prior written authorization of the Employee.

CHAPTER 6: LEAVE

6.1 THE RIGHT OF THE EMPLOYER

PBCN reserves the right to authorize or to refuse to authorize an Employee's request for leave. Such requests must be made in writing and in advance. Provided sufficient notice is given and that the program will not be compromised, reasonable attempts will be made to accommodate the Employee's request.

6.2 NO ENTITLEMENT TO LEAVE WITH PAY

6.2.1 Circumstances

The circumstances under which leave with pay will NOT be granted to a PBCN Employee are as follows:

18. when Annual Leave and TOIL credits have been exhausted or are not available; **and/or**
19. to extend Sick Leave when Sick Leave, Disability Leave, Annual Leave and TOIL credits have been exhausted or are not available; **and/or**
20. when Annual Leave, TOIL and personal leave, if any, have been exhausted or are not available and there are personal issues that need to be addressed; **and/or**
21. when Bereavement and/or Compassionate Leave has been exhausted and additional time is required to tidy up the estate, to grieve or to tend to immediate family members who are critically ill.

6.2.2 Leave Without Pay

A PBCN Employee is not ordinarily entitled to take leave with pay during periods when they are on "**leave without pay**". For example, a PBCN Employee is not entitled to leave with pay during periods wherein they are under suspension as a result of disciplinary action.

6.2.3 No Entitlement to Multiple Types of Leave with pay During the Same Period

A PBCN Employee is not entitled to take two (2) or more different types of leave with pay for the same period of leave or to seek monetary remuneration from the Employer in *lieu* of leave without pay for the same period of time unless they have accumulated DIL, TOIL or Annual Leave which they are willing to use.

6.2.4 Reporting of Leave Credits

A PBCN Employee is entitled, once in every fiscal year, upon written request to the Finance Department, to be informed of the balance of their Annual Leave and Sick Leave credits.

6.2.5 Application Procedure for All Leaves

All PBCN Employees are required to apply for leave on the designated PBCN Leave Form and in accordance with the following procedures:

1. The Employee is responsible for completing the appropriate leave application form at least three (3) *working* days in advance and forward it to their immediate Supervisor. It is recommended that the Employee keep a copy. In extraordinary circumstances or in the case of an emergency, the three (3) working day's notice requirement *may* be waived by the Supervisor.
2. The Employee's immediate Supervisor will consider and provide the Employee with written notification as to whether the leave is authorized or refused, providing justification for their decision when applicable.
3. The Supervisor will forward a copy of the approved leave form to the Personnel/Finance Manager. The Personnel/Finance Manager will review the Employee's leave credit record, to ensure that sufficient credits have been accumulated to allow for leave with pay. In cases where an Employee requesting leave with pay has not accumulated or has already exhausted their credit leave, the Personnel/Finance Manager in consultation with the immediate Supervisor *may* grant leave without pay.
4. It is the responsibility of the Personnel/Finance Manager to ensure that personnel files are kept current with respect to DIL, TOIL, Annual Leave, Sick Leave (whether days accumulated or days spent) .

6.2.6 Documentation

The Personnel/Finance Manager is responsible for keeping tract of leave entitlements and to keep files up to date. In case of dispute, the Personnel/Finance Manager *shall* have the final say.

6.3 ANNUAL LEAVE

6.3.1 Annual Leave Terms

1. Employees *shall* accumulate holiday credits in accordance with the number of years of employment an Employee has with the *Band*. A “**year of employment**” is the period beginning on the date the Employee is hired, or on any anniversary of that date, and ending twelve (12) months later.
2. Full-time Employees *shall* accumulate Annual Leave credits according to the following schedule:

Years of Employment	Annual Leave
1 - 5	3 weeks
6 - 10	4 weeks
11+	5 weeks

3. An Employee must complete a “year of employment” to be entitled to Annual Leave.
4. Part-time and temporary Employees *shall* earn Annual Leave credits on a pro-rated basis.
5. Casual, temporary and on-call Employees *shall* be paid at 5.77% [3/52nds of their gross wages. This sum *shall* be added to their regular bi-weekly pay cheque as Annual Leave pay.
6. Employees engaged for a term or terms lasting more than one year (1) year will accumulate Annual Leave credits as stated above.

6.3.2 Formula For Calculating Annual Leave Reduction

If an Employee does not work for PBCN for all the days they would normally have been scheduled to work for reasons of absenteeism, extended leave, and/or suspension, the Personnel/Finance Manager will reduce the Employee’s Annual Leave and Annual Leave pay proportionately, according to the number of days that the Employee was expected to work but did do so.

6.3.3 Annual Leave Credits Carry Over

Employees will be permitted to carry forward a maximum of ten (10) Annual Leave credits into the following fiscal year.

6.3.4 Annual Leave Pay Calculation in the Event of Termination

Upon termination of service, all accumulated Annual Leave credits will be paid to the Employee. Unless otherwise agreed, where notice of termination is given by either party, neither the notice period nor any part of it *shall* form part of any Annual Leave to which the Employee is entitled.

6.3.5 Staggered Annual Leave

Employees are entitled to their Annual Leave in one unbroken period if they request it.

6.3.6 Scheduling of Annual Leave

1. The Employee *shall* advise his/her immediate Supervisor in writing of his/her intention to commence Annual Leave. *At least* two (2) weeks' notice is required for Annual Leave of five (5) consecutive days or more and *at least* one (1) week's notice is required for Annual Leave of four (4) days or less. The immediate Supervisor *shall* either approve or refuse all Annual Leave requests. The immediate Supervisor *shall not* unreasonably withhold consent.
2. Where the immediate Supervisor has been unable to accommodate a request for Annual Leave, the immediate Supervisor *shall* make a reasonable effort to provide the Employee with alternate Annual Leave dates that are satisfactory to the Employee.
3. Whenever the immediate Supervisor and the Employee cannot come to an agreement, the immediate Supervisor has the right to schedule an Employee's Annual Leave but the said Supervisor will make every reasonable effort to grant an Employee's Annual Leave in an amount and at such time as the Employee requests and *shall* try not to recall an Employee to duty after the said Employee has commenced their Annual Leave.
4. Requests for Annual Leave among Management and office staff must be reviewed by the Personnel/Finance Manager and Chief or by the Program Director/Manager and the Chairperson of the respective Chief and Council in order to avoid conflicts and coordinate Annual Leave schedules.

6.3.7 Notice of Annual Leave Start Date

If the immediate Supervisor and Employee are not able to agree on the date of commencement of the Employee's Annual Leave, the Supervisor *shall* give to the Employee at least two (2) weeks' written notice of the date on which the Employee's Annual Leave is to commence.

6.3.8 Annual Leave Credit for Sickness

When an Employee qualifies for Sick Leave during the Employee's Annual Leave, there *shall* be no deduction from Annual Leave credits for such absence provided that proof of illness acceptable to the immediate Supervisor is presented.

6.3.9 Recall from Annual Leave

1. PBCN *shall* make every reasonable effort to avoid the necessity of recalling an Employee from Annual Leave.
2. In cases where it is necessary to recall an Employee from Annual Leave, PBCN *shall* compensate the Employee and his/her family for all reasonable costs as verified by receipts which are associated with travelling from the geographic point where the Employee is located at time of recall to their place of employment and return. The Employee's Annual Leave credits will be extended by the number of holidays lost as a result of having to return from Annual Leave. Such days *shall* be calculated to include the Annual Leave time lost from the day of recall to the day of resumption of Annual Leave inclusive.

6.4 SICK LEAVE

Sick Leave *shall not* be considered a privilege which an Employee *may* use at his or his/her discretion. Sick Leave *may* only be used when the Employee is mentally and/or physically unable to perform the duties of the job or is attending a medical or dental appointment in regards to his/her own health.

6.4.1 Allowable Sick Leave

An Employee unable to perform their duties because of illness or injury *shall* be granted Sick Leave with pay provided the said Employee has accumulated the necessary credits.

Sick Leave will only be allowed in the following instances:

1. actual disability or sickness on the part of the Employee.
2. in order to see a doctor, nurse-practitioner, a dentist, optometrist, or a traditional practitioner.
3. in order to receive a medical, optical or dental examination and treatment.
4. during pregnancy, where the Employee's doctor has certified
 22. that the Employee is physically unable to perform the duties of the job without causing risk to herself or his/her foetus; and
 23. that her current job *may* not be modified to sufficiently reduce the risk and there is no other job to which she *may* be reassigned.

Sick Leave exceeding three (3) working days will be treated as Leave Without Pay, unless satisfactory documentation from a **“Certified Practitioner”** [i.e., a registered nurse-practitioner or a duly licensed medical practitioner] is presented within five (5) working days' of the Employee's return to work. It is the Employee's responsibility to provide documentation. The

Employee must have been examined or treated by the Certified Practitioner during the actual period of absence.

6.4.2 Sick Leave Accrual Rate

1. Full-time Employees *shall* earn Sick Leave credits at the rate of one and one half (1 1/4) days per month.
2. Part-time Employees *shall* earn Sick Leave credits on a prorated basis.
3. Employees *shall* only be permitted to accumulate a maximum of fifteen (15) days of Sick Leave credits. The Employee Benefit Plan generally renders it unnecessary to accumulate additional Sick Leave credits.
4. When an Employee ends his/her employment with the *Band*, he/she *shall not* be entitled to any monetary payout resulting from accumulated but Unused Sick Leave.
5. The Personnel/Finance Manager *shall* keep up-to-date records of accumulated, spent and unused Sick Leave.

6.4.3 Reporting of Illness

1. In the event that an Employee is unable to report for work due to illness, he/she *shall* notify his/her immediate Supervisor within one (1) hour of commencing Sick Leave. In exceptional circumstances, when the onset of illness is too severe to allow prompt reporting, the Employee must notify his/her immediate Supervisor as soon as is reasonably practicable. .
2. Employees absent from work due to illness in excess of three (3) working days must produce a Medical Certificate from a Certified Practitioner certifying that the Employee was unable to carry out his or his/her duties due to illness. The note must indicate which days the Employee was incapacitated. The Employee must have been examined or treated by the Certified Practitioner during the actual period of absence.
3. Where an Employee is frequently absent due to self-reported illness, the Employee *may* be required to provide an acceptable Medical Certificate upon return to work from any illness irrespective of the length of time they are absent.
4. An Employee *shall* also be required to submit proof of attendance at a medical, dental or optical appointment when time off work is granted to attend such appointments.

5. Any Employee who fails to meet the reporting requirements set out above *shall* be considered to be absent without pay and his/her pay *shall* be adjusted to reflect such absence and *may* also be subject to disciplinary action.

6.4.4 Uncertified Medical Leave

For the purpose of this Policy Manual, an “**uncertified illness**” is any illness reported in a timely manner by an Employee to his/her immediate Supervisor, which is not authenticated by a Medical Certificate issued by a Certified Practitioner.

A “**certified illness**” is an illness which is reported in a timely manner by an Employee to his/her immediate Supervisor, and which is authenticated by a Medical Certificate issued by a Certified Practitioner.

An Employee *shall* be entitled to a maximum of five (5) days of Uncertified Sick Days per year. Any sick days in excess of the above will need to be justified with a Medical Certificate. If a Medical Certificate is not produced upon return to work, Uncertified Sick Days in excess of five (5) per year will be recorded as unexcused absence(s).

6.4.5 Medical Examination Requirement

PBCN *may* require that an Employee be examined by a doctor or by a nurse-practitioner in accordance with the following criteria:

1. in the case of prolonged or frequent absence due to chronic or acute disability or illness;
2. when it is considered that an Employee *may* be unable to perform any or all of the functions of his/her job due to disability, illness or pregnancy; and/or
3. when it *may* be possible to modify the job functions or re-assign the Employee to another job.

In the event that the Certified Practitioner believes that it *may* be possible to modify the Employee’s job functions or reassign the Employee without aggravating his/her condition, and where it is reasonably practicable, the Employer *may* modify the Employee’s job functions or reassign him/her.

6.4.6 Sick Leave Utilization

1. The maximum number of consecutive calendar days for which an Employee is eligible to draw upon their accumulated Sick Leave credits is seven (7) days after which the Employee must utilize their short term disability benefits.
2. According to the Group Insurance Plan, coverage for short term disability is available to eligible Employees after seven (7) days, at two-third (2/3rds) of the Employee's regular salary.
3. An Employee on disability insurance *shall* cease to accumulate Sick Leave or Annual Leave credits until they return to work.

6.4.7 Insufficient Sick Leave Credits

If an Employee has insufficient or no Sick Leave credits to cover the Sick Leave with pay, then the said Employee must take leave without pay, or use any compensatory leave [i.e., DIL or TOIL] or Annual Leave they have accumulated.

6.4.8 Restoration of Sick Leave Credits

Sick Leave earned but unused by an Employee during a previous period of employment with PBCN *shall* be restored to an Employee if the said Employee was terminated by reason of lay-off and reappointed within three (3) months.

6.4.9 Group Insurance Premium Payments During Short Term Disability Leave

PBCN will assume responsibility for payment of an eligible Employee's portion of the Group Insurance Premium for a maximum period of seventeen (17) weeks while the Employee is on short term Disability Leave.

6.5 MATERNITY, PATERNITY & PARENTAL LEAVE

6.5.1 Maternity Leave

24. Female Employees who have been in the employment of PBCN for a continuous period of twenty (20) weeks or more *shall* be entitled to Maternity Leave.
25. Employees will, upon application to the relevant Personnel/Finance Manager or his/her designate, be granted Maternity Leave. An Employee planning to go on Maternity Leave *shall notify* her immediate Supervisor at least four (4) weeks prior to the commencement of the leave or as soon as is practicable if the leave is commenced earlier on doctor's orders.
26. The period spent on Maternity Leave *shall* be without pay but the Finance Office *shall* supply the Employee with a completed Record of Employment [ROE] form to enable the Employee to collect Employment Insurance Benefits while on Maternity Leave.

27. An Employee granted Maternity Leave is entitled to return to her duties, if, within four (4) weeks of delivery, the Employee has given notice to the Personnel/Finance Manager of her intention to return to her duties.
 28. An Employee requesting Maternity Leave *shall* complete the required form(s).
 29. For the purposes of administration of this section, the Personnel/Finance Manager or his/her delegate *shall* submit a staff attendance form to the Finance Office and the Finance Office *shall* maintain a card file of leave taken and *shall* make the appropriate adjustments respecting Payroll.
 30. The Personnel/Finance Manager or his/her delegate *shall* be responsible for ensuring that all policy and procedural matters relating to the administration of the Maternity Leave are adhered to.
 31. Pursuant to labour legislation, female Employees who have been employed for a continuous period of twenty (20) weeks or more with the same Employer are entitled to up to eighteen (18) weeks Maternity Leave and/or up to twelve (12) weeks of extended Parental *Leave without pay* commencing no earlier than twelve (12) weeks prior to the expected date of delivery and ending eighteen (18) weeks following the actual delivery date. An Employee *may* take her leave(s) any time within the period outlined.
 32. The law also guarantees that the Employee will be re-employed in the same or a comparable position at the end of the leave and with the same salary, benefits, and seniority as she had when the leave began. For greater clarity:
 - a) the Employer will continue the Employee's benefits and seniority as if the Employee were still present, provided the Employee pays any contributions she would normally have paid; and
 - b) the Employee will be reinstated when her leave ends to the same position, if it still exists, or to a comparable position, that is, one that is similar in location, hours of work, work environment, degree of responsibility, job security, possibility of advancement, prestige and perks as the one she left when she took Maternity Leave.
- 10) Employees who are pregnant can use up to ten (10) sick days prior to commencing the leave.

6.5.1.1 Entitlement to Work during Pregnancy

An Employee who becomes pregnant *may* continue working until such time as she can no longer satisfactorily perform her duties and/or his/her physical condition is such that her continued employment *may* be potentially injurious to her or the foetus. The point at

which Maternity Leave *shall* commence and the Employee's return to work is a matter for the Employee and her physician to determine. For management purposes, PBCN requires that the Employee sign a written agreement indicating her expected date of return to work.

6.5.1.2 Entitlement to Leave

An Employee who is pregnant or nursing is entitled to and *shall* be granted a leave of absence during the period from the beginning of the pregnancy to the end of the twenty-four (24) week following the birth, if she provides the Employer with a Medical Certificate from a duly licensed medical practitioner indicating that she is unable to perform her job functions by reason of pregnancy or nursing and indicating how long the risk is likely to last.

6.5.1.3 Reassignment and Job Modification

An Employee who is pregnant or nursing *may*, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request that her Employer modify her job or reassign her to another job if continuing her current job functions *may* pose a risk to her health or that of her foetus or nursing child. This request must be accompanied by a certificate from a duly licensed medical practitioner indicating how long the risk is likely to last and what specific activities or conditions should be avoided in order to eliminate the risk. The Employer *shall* where reasonably practicable modify the job or reassign the Employee to another job.

6.5.1.4 Medical Certificate for Entitlement to Leave

Any Employee *shall* provide medical documentation indicating fitness to return to work two (2) months prior to the expected date of delivery.

6.5.1.5 Maternity Leave Entitlement Without Pay

An Employee who provided PBCN with a Medical Certificate from 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 (17) weeks, which *may* begin not earlier than eleven (11) weeks prior to the estimated date of her confinement and end not later than seventeen (17) weeks following the actual date of her confinement.

Employees should note that Maternity Leave benefits, as provided by Human Resources Development Canada [HRDC], begin up to eight (8) weeks before the delivery date. If an Employee opts to begin her Maternity Leave eleven (11) weeks prior to delivery, it is advised that she makes alternative arrangements, be it Annual Leave or Sick Leave, to avoid financial hardship from week 11 to week 8 prior to delivery.

6.5.1.6 Utilization of Sick/Annual Leave Credits

An Employee who has not commenced Maternity Leave without pay *may*:

1. use earned Annual Leave and compensatory leave credits [i.e., DIL or TOIL] up to and beyond the date that her pregnancy terminates.

2. use Sick Leave credits up to and beyond the date her pregnancy terminates, as indicated in Article 6.5, Sick Leave to a maximum of ten (10) days.

6.5.2 Paternity Leave

Every male Employee who has been in the employment of the Band for a continuous period of twenty (20) weeks or more *shall* be entitled to Paternity Leave.

Provided that prior approval is obtained from his Supervisor, an Employee *may* be granted a maximum of five (5) days Paternity Leave with pay to be present for the birth of his child or children and/or to be present at their homecoming if it is delayed by prematurity, birth defects or other neonatal health concerns.

For the purposes of administration of this section, the Program Director/Administrator or his/her delegate *shall* submit a staff attendance form to the Payroll Office and the Payroll Office *shall* make appropriate adjustments respecting Payroll.

The Personnel Director/Manager or his/her delegate *shall* be responsible for ensuring that all policy and procedural matters relating to the administration of the Paternity Leave are adhered to.

6.5.3 Parental Leave

1. A male or female Employee who assumes actual care and custody of a new born child or newly adopted child is entitled to Parental Leave of thirty-seven (37) weeks without pay. Authorization steps are the same as for Maternity Leave. This leave *may* be taken in combination with Maternity or Paternity Leave and *may* be taken by one parent or shared by both parents. Where the Parental Leave is shared by the parents, their respective Parental Leaves must be *consecutive* to each other, not concurrent, and the combined Maternity and Parental Leave *may* not exceed fifty-two (52) weeks. Parental Leave can be taken concurrently to the other parent's Maternity or Paternity Leave.
2. Seniority rights and coverage for pension and group health continue during this period provided an Employee pays *in advance* one hundred percent (100%) of the plan contributions.
3. Sick Leave and Annual Leave credits *shall* cease to accumulate during this period.
4. Parental Leave cannot be accumulated.
5. Employees who wish to take Parenting Leave must provide the Employer with at least four (4) weeks notice in writing, indicating the length of the leave to be taken and the anticipated start and end dates.

6.5.4 Adoption Leave

33. Provided that prior approval is obtained from the Program Director/Administrator, an Employee *may* be granted a maximum of five (5) days Adoption Leave with pay to facilitate adoption proceedings.

34. For the purposes of administration of this section, the Program Director/Administrator or his/her delegate *shall* submit a staff attendance form to the Payroll Office and the Payroll Office *shall* make appropriate adjustments respecting Payroll.

35. The Personnel Director/Manager or his/her delegate *shall* be responsible for ensuring that all policy and procedural matters relating to the administration of the Adoption Leave are adhered to.

6.5.5 Seniority, Benefits & Right to Re-Employment

PBCN will make every effort to re-employ the Employee in the same or comparable position at the end of the Maternity, Paternity and/or Parental Leave and with the same or comparable salary, benefits, and seniority as received when the leave began provided that such a position still exists and/or that there is sufficient funding for the position.

6.5.6 Notice of Maternity and Parental Leave Start Date

An Employee wishing to avail him/herself of Maternity, Paternity and/or Parental Leave *shall* give his/her Supervisor at least four (4) weeks written notice as to the day on which Maternity, Paternity and/or Parental Leave will commence and of the planned date of return. A Medical Certificate must be included confirming the pregnancy and providing the estimated date of delivery.

6.5.7 Absence of Written Notice Provision

If an Employee is entitled to Maternity Leave but has not provided advance written notice, she *shall* nevertheless be entitled to maternity benefits if she provides PBCN with a Medical Certificate within two (2) weeks after she ceases to work indicating that she is unable to work due to a medical condition arising from pregnancy and that provides the estimated date of delivery.

6.5.8 Employment Insurance Benefits during Maternity and Parental Leave

Any Employee who goes on Maternity, Paternity and/or Parental leave is responsible for contacting Human Resources Development Canada [HRDC] him/herself with regards to collecting Employment Insurance [EI] Benefits during Maternity, Paternity and/or Parental Leave.

PBCN will provide a Record of Employment [ROE / separation slip] to the Employee within five (5) working days of commencing her/his leave. This form will indicate his/her last day at work.

6.5.9 Additional Leave Required to Supplement Maternity, Paternity or Parental Leave

If an Employee on Maternity, Paternity or Parental Leave is unable to return to work because of a medical condition of the Employee or the child, and requests additional leave beyond what was initially agreed upon, the Employee *may* be granted additional leave without pay if he/she

provides a Medical Certificate indicating that there is in fact a medical condition preventing him/her from returning to work and that provides an estimate of how long the condition is likely to persist.

6.5.10 Return to Work

Unless otherwise agreed, the Employee *shall* return to work on the date mutually agreed upon at the outset of the leave as per the written agreement between him/her and his/her Supervisor. If the Employer asks to return earlier and the Employer is able to accommodate the request, the Employer *may* nevertheless require a Medical Certificate verifying that the Employee is fit to return on the earlier date.

6.6 BEREAVEMENT & COMPASSIONATE LEAVE

1. On each occasion where a member of his/her immediate family dies, an Employee *shall* be granted *up to* five (5) days' Bereavement Leave with pay. Employees *shall* also be granted Bereavement Leave with pay, up to a maximum of one (1) day to attend the funeral of an extended family member or to serve as an actual pallbearer for a close friend.
2. An Employee *may* be granted up to five (5) days' Compassionate Leave with pay during any period where he/she is necessarily absent for reasons of serious illness in the immediate family or because of hospitalization or convalescence following hospitalization of his/her spouse or child(ren).
3. All requests for Bereavement or Compassionate Leave *shall* be made to his/her immediate Supervisor. Such request should set out the particulars of the leave requested, and in the case of an immediate family member, why more time is required or if less will suffice. The Supervisor will forward the request to the Personnel/Finance Manager who will decide how much leave with pay should be granted.
4. If additional time is required for the purpose of travel or other matters related to the estate of the deceased, the Employee *may* use Annual Holidays, DIL or TOIL or, if these are exhausted or not an option, the Employee seek leave without pay.
5. Where an Employee is requested and duly authorized by the Personnel/Finance Manager or the Chief and Council to attend a funeral on behalf of PBCN, leave is not required.

6.7 VOTING LEAVE

6.7.1 Federal, Provincial, Municipal and Band Elections

On the day of an election, PBCN *shall* ensure that all Employees who are eligible to vote have access to the voting polls for a minimum of four (4) consecutive hours with no pay deductions. In the event that the polls are scheduled to close less than four (4) hours before the end of the work day, Employees *shall* be allowed leave with pay to ensure a minimum of four (4) hours for voting.

For example, an Employee who is schedule to work until 4:00 p.m. cannot ask for voting leave with pay if the polls are open until 8:00 p.m. However, an Employee who is scheduled to work until 5:00 p.m. is entitled to one (1) hour of voting leave with pay to ensure a minimum of 4 hours for voting.

6.8 COURT LEAVE

6.8.1 Witness, Jury Selection, Jury Duty, Participation in Sentencing Circles and other Related Duties

36. An Employee *shall* be entitled to leave with pay where he/she has been summoned for jury duty or has been issued a summons or subpoena to appear as a witness at any court proceeding or Coroner's Inquest and where he/she has complied with the conditions set out below.
37. The Employee *shall* receive his/her regular salary if:
 - a) he/she has advised his/her immediate Supervisor in writing that he/she is required to attend at Court or at a Coroner's inquest;
 - b) he/she provided proof of service requiring the Employee's attendance; and
 - c) he/she deposits with the Employer the full amount of any compensation received, excluding mileage, travel, accommodation and meal allowance and an official receipt therefor. In no case, will the Employee be allowed to receive salary while at the same time receiving remuneration or reward from another source.

6.8.2 PBCN as the Plaintiff or Defendant

An Employee *may* be required to act as a witness on behalf of PBCN where PBCN, the Council or a Chief and Council is named as the Plaintiff or the Defendant in a proceeding.

6.8.3 Personal Reasons

In instances where an Employee, or a minor child of the Employee appears in Court either as a Plaintiff or Defendant, leave *shall* be granted without pay unless the Employee uses Annual Leave, Personal Leave, DIL or TOIL credits if these are available to him/her.

6.8.4 Convictions for Summary or Indictable Offences

An Employee who has been convicted of a criminal offence, whether summary or indictable, *may* be subject to disciplinary action and/or termination, as described in Chapters 9 and 10.

6.9 TIME OFF IN LIEU [TOIL]

Provisions for the accumulation of TOIL are set out in Article 4.5 of this manual.

6.9.1 Expending TOIL

Employees are encouraged to expend TOIL time as soon as reasonably possible after its accumulation. Employees are required to provide *at least* three (3) days' written notice prior to taking TOIL. The Employee should direct his/her request to take TOIL to the Employee's immediate Supervisor. Prior written approval must be obtained from the immediate Supervisor.

6.9.2 Carry-Over

Carry-over of accumulated TOIL will be limited to ten (10) working days or eighty (80) hours in any fiscal year. All Employees are ordinarily expected to spend their TOIL prior to the completion of their term or prior to their resignation or retirement.

6.9.3 Accumulated TOIL at Separation

Upon termination by the Employer, or upon the resignation, retirement or death of the Employee, an Employee who has unexpended TOIL time *shall* be paid out pursuant to the terms of 4.5.1 and 4.5.2.

6.9.4 TOIL and Notice of Resignation

Unless otherwise agreed, Employees who have given notice of resignation *may* not include TOIL as part of their notice without prior written approval of their immediate Supervisor.

6.10 PROFESSIONAL DEVELOPMENT LEAVE

See Chapter 7.

6.11 GRADUATION LEAVE

1. Full-time Employees *shall* be granted one (1) day leave with pay for the purpose of attending his/her own graduation exercises or convocation. The Employee *shall notify* his/her immediate Supervisor at least one (1) week prior in writing of his/her intention to attend.
2. Temporary and Casual Employees who wish to attend his/her own graduation exercise or convocation will do so without pay.

6.12 PRESSING NECESSITY LEAVE

38. An Employee, subject to the recommendation of the immediate Supervisor, and the approval of the Personnel/Finance Manager or his/her designate *may* be granted up to two (2) days leave with pay per occasion in the event of "**pressing necessity**". The Employee *shall* personally notify his/her immediate Supervisor as soon as possible, but no later than one (1) hour after they were scheduled to report to work.

39. Pressing necessity *shall* be limited to:
1. household quarantine;
 2. emergency illness/surgery in the immediate family [see Compassionate Leave];
 3. to accompany a spouse, child or parent for out-of-province medical treatment;
 4. fire, flood or other act of God resulting in partial or total destruction of the Employee's house or contents;
 - e) impassible roads.
3. Each request will be treated on a case per case basis.
4. Pressing Necessity Leave is not cumulative.

6.13 LEAVE OF ABSENCE WITHOUT PAY

6.13.1 Entitlement

Leave without pay *may* be granted to an Employee under special circumstances where in the opinion of the immediate Supervisor and the Personnel/Finance Manager, the operational efficiency of PBCN will not be adversely affected.

6.13.2 Criteria

Some of the factors affecting consideration of leave of absences include:

1. the duration of leave;
2. the amount and urgency of work outstanding;
3. PBCN's ability to recruit a suitable replacement should one be necessary;
4. the anticipated future work load of the Employee;
5. the length of service of the Employee
6. the number and frequency of previous requests for leave by the same Employee..

6.13.3 Application

An Employee requesting leave without pay *shall* submit an Application for Leave to their immediate Supervisor at least two (2) weeks prior to the start date of the leave. In the case of a request for leave without pay in excess of two (2) weeks the said Employee *shall* submit the Application to both their immediate Supervisor and the Personnel/Finance Manager, who *shall* approve or decline the request.

6.13.4 Notification of Approval

It is the responsibility of the immediate Supervisor to inform the Employee whether or not the leave has been granted according to the following time lines:

1. for absences of less than two (2) weeks, the Employer will inform the Employee not later than three (3) days after the date of the receipt of the request;
2. in the case of absences lasting two (2) weeks or longer, the Employee will be notified within twelve (12) days after the date of the receipt of the request.

6.13.5 Limitation

Except under extraordinary circumstances, only full-time Employees will be considered eligible for leave without pay.

6.13.6 Leave Agreement

All Employees who are taking an approved leave of absence without pay *shall* be required to sign a leave agreement specifying a mutually agreed date of return and any conditions. Once the leave agreement has been signed, the date of return *may* only be changed by mutual agreement between the Employer and the Employee.

6.13.7 Seniority During Leave without pay

Leaves of absence without pay of less than twenty (20) weeks *shall not* constitute a break in employment. Salary increments, Sick Leave, Annual Leave, or any other employment related benefits will cease to accumulate while an Employee is on a leave without pay whatever its duration.

6.13.8 Return From Leave

Upon return to employment from leave of absence of less than twenty (20) weeks duration, the Employer *shall* make every effort to place the Employee in the position previously held by him/her or in a comparable position.

6.13.9 Restructuring

If the Employee's position is abolished during the Employee's absence, and no comparable position is available for the Employee to return to, the Employee will be subject to the lay-off provisions applicable had the Employee been occupying the position at the time of its abolition.

6.14 UNAUTHORIZED LEAVE

All unauthorized leaves *shall* be treated as leave without pay and *shall be* subject to disciplinary action.

CHAPTER 7: PROFESSIONAL DEVELOPMENT

PBCN recognizes three (3) types of leave for professional development:

1. On-the-job and short term job-specific training, which includes attendance at courses, conferences, or workshops lasting less than one (1) week. Such courses, conferences and workshops must be directly related to the Employee's duties.
2. Short-term education and professional development leave, which includes attendance at courses requiring leave lasting between one (1) week and four (4) months. Such courses must be directly related to the Employee's duties. Leave to attend such courses *may* be with or without pay and/or with or without financial support. If PBCN provides financial support of any kind during the professional development leave, the Employee *shall* be required to sign a contract with PBCN agreeing to reimburse any monies advanced if the Employee does not successfully complete the course or if they fail to return to the employ of PBCN for a period equal to three times as long as the length of the short-term education leave.
3. Educational leave includes leave for professional development that *may* be directly and/or indirectly related to the Employee's duties, and which require leave lasting longer than four (4) months. Such leave is subject to approval by Chief and Council. If PBCN provides financial support of any kind during the professional development leave, the Employee *shall* be required to sign a contract with PBCN agreeing to reimburse any monies advanced if the Employee does not successfully complete the course or if they fail to return to the employ of PBCN for a period two (2) to three (3) times as long as the period of leave granted depending on the level of financial assistance and the duration of the course.

7.1 ON-THE-JOB AND SHORT TERM JOB-SPECIFIC TRAINING

It is the joint obligation of both management and Employees to ensure that Employees are knowledgeable about their job and its requirements. PBCN believes that training should be available as required to Employees in various ways (i.e., on-the-job training, workshops, conferences, in-service training, mentoring, and consultation). All training and educational programs conducted on the job will be reviewed regularly by the Personnel/Finance Manager to ensure that required and/or necessary training is made available in a cost-effective manner, subject to financial constraints.

7.1.1 Job-Specific Training

Employees and Supervisors are responsible for suggesting what type of training *may* be needed or ideal for the Employee to improve their job performance and enhance/upgrade their skills. This information should be provided at least annually in the Employee's performance review and evaluation. Employees *may* be asked from time to time to attend training courses to upgrade their job performance skills.

7.1.2 Application for Training

Application should be made in writing to the Personnel/Finance Manager or his/her designate for job-specific training or skill enhancement. Applications must provide a comprehensive description of the program/course(s), its relationship to the Employee's job, the cost and duration, as well as a copy of the brochure of available.

7.1.3 Approval of Application for Training

Each application for training will be reviewed on a case by case basis. The following criteria *may* be considered:

1. relation to the Employee's job;
2. relation to the Band's (or Program's) needs, current and future;
3. cost-effectiveness of the training format proposed;
4. budgetary constraints;
5. staffing requirements;
6. the Employee's length of service and demonstrated commitment to PBCN.

7.2 SHORT TERM EDUCATION AND PROFESSIONAL DEVELOPMENT LEAVE

Short-term education leave refers to course ranging from one (1) week to four (4) months in length.

7.2.1 Job-Related Courses

There are opportunities available for Employees to increase their job-related skills and improve their performance through a range of courses offered locally, through distant education programs and by outside educational institutions. Similar to other types of training, enrollment in a course at an educational institute or through correspondence that is specifically job-related *may* be available to Employees.

If approved, an Employee *may* enroll in an evening or correspondence course and *may* be eligible for financial assistance. The scope and nature of the financial assistance will be at the discretion of Chief and Council and subject to availability of funding.

7.2.2 Leave With or Without Pay

Short term education and professional development leave *may* be granted with or without pay. PBCN *may* cover all or a portion of the expenses associated with the Employee's attendance [i.e. salary while on leave, fees and tuition, books, transportation and/or accommodation] subject to the Employee entering into an Agreement with the Band to reimburse

1. all monies advanced for tuition and books if the Employee fails to successfully complete the course and
2. all monies advanced for salary, transport and accommodation if the Employee fails to return to the employ of PBCN for the period agreed upon in advance of the leave being granted. The period will normally be two to three times as long as the period of leave granted depending on the level of financial assistance and the duration of the course.

7.2.3 Financial Support

If any financial assistance is provided, the Employee will enter into a written agreement to reimburse PBCN for any financial assistance provided if the Employee does not:

1. successfully complete the course; and/or
2. return to the employ of PBCN for the period agreed upon in advance of the leave being granted. The period will normally be two to three times as long as the period of leave granted depending on the level of financial assistance and the duration of the course.

Financial support is subject to availability of courses, budgets and reasonable limits, as defined by the Chief and Council.

7.2.4 Employee Obligations

Once a request for leave has been approved, PBCN and the Employee will sign a contract. The contract will outline subsequent employment commitments, amounts, and types of payments that will be made to the Employee (or on behalf of the Employee) and any default provisions and conditions of repayment.

An Employee who is given the opportunity to pursue professional development *may* be required to offer workshops to co-workers and/or members of the community in order to share the knowledge acquired. The Employee will be required to file a written report with the immediate Supervisor upon his/her return.

7.3 LONG TERM EDUCATIONAL LEAVE

Long-term educational leave is defined as any educational leave in excess of four (4) months.

7.3.1 Application

Employees *may*, in writing, at least four (4) weeks in advance of the start date, apply for a period of extended leave without pay to take training courses to better their qualifications.

7.3.2 Compensation of Associated Costs

1. An Employee who is required to upgrade their skills/knowledge as a condition of employment or continued employment *may* be compensated for any tuition fees and the costs of required textbooks and course materials. The Employee would be personally responsible for obtaining prior approval from the Chief and Council.
2. An Employee who completed a course/class that is not a condition of employment *may* not be reimbursed for any tuition fees or costs for textbooks.

CHAPTER 8: PERFORMANCE APPRAISAL, EVALUATION & JOB REASSIGNMENT

8.1 PERFORMANCE APPRAISAL

Supervisors are required to provide written feedback, on a regular basis, that is either praise and/or constructive criticism, as the case *may* be, with respect to an Employee's performance. Where necessary, it is incumbent upon the immediate Supervisor to notify the Employee that improvements should be made in their performance so that the Employee can make attempt to demonstrate improvement prior to the expiration of a probationary period (or re-instated probationary period) or annual review. Wherever possible, clear objectives and time lines for meeting those objectives should be set. Initiatives to improve an Employee's performance are seen as the responsibility of both the immediate Supervisor and the Employee.

8.1.1 Purpose

In accordance with the time limits prescribed below, it is necessary to regularly review and evaluate each Employee's performance for the following reasons:

1. to ensure that the Employee is aware of and understands their job responsibilities;
2. to provide regular and constructive feedback to Employees in terms of their strengths and weaknesses in job performance;
3. to foster positive communication between the Employees and Supervisor where constructive feedback is provided to both the Employee and Supervisor in terms of their direction for the future and in the pursuit of common goals;
4. to assist in developing the Employees skills and to encourage them to perform to the best of their ability by creating a challenging atmosphere and to encourage a greater interest in their work;
5. to assess the Employee's ability to adapt to the demands of the job and to provide additional support or training, if and when, required;
6. to provide a means to assess Employee's eligibility for advancement.

8.1.2 When Performance Appraisals are Necessary

Performance appraisals will be made in the following circumstances:

1. **New Employees:** If at any time during the first three (3) months of a probationary period, the Employer determines that the Probationary Employee's performance, ability, aptitude or qualifications are lacking, the Employee may be dismissed with or without cause. Alternatively, a preliminary evaluation may be done that sets out what improvements the Employee will be expected to demonstrate if he/she hopes to pass his/her probation. In any case, an evaluation must be completed before the end of the first six (6) months of the probationary period. If necessary, the period of probation may be extended for an additional three (3) to six (6) month period to allow the Employee to demonstrate the required improvements. Where the probationary period is extended, a further evaluation *shall* be completed before the extended probationary period expires.
2. **Employees Remaining in the Same Position:** Employees who are engaged for a definite term and employees engaged on an indefinite basis must be evaluated at least once prior to expiry of the term and in no case less frequently than every twelve (12) months.
3. **Transferred Employees:** Employees who are transferred to another position within the *Band* and/or who are promoted *shall* be evaluated before they have spent six (6) months in the new position.

8.1.3 Procedure for all Non-Management Employees

The following procedures *shall* be adhered to for a performance review and evaluation:

1. The Personnel/Finance Manager will compile the appropriate documents required to undertake the performance appraisal. These documents are to include a job description, the list of goals and objectives for the previous year and the Performance Appraisal Form. A copy of this information is sent to the Employee and the Supervisor.
2. The Employee will complete one Performance Appraisal Form [self-evaluation].
3. The immediate Supervisor shall also evaluate the Employee.
4. Both the Employee and immediate Supervisor shall forward their completed Performance Appraisal Forms to the Personnel/Finance Manager.
5. The Personnel/Finance Manager shall review both evaluations, look for discrepancies, strengths and weaknesses and shall make any comment that they wish to add to the evaluation.

6. Once the forms have been submitted to the Personnel/Finance Manager for his/her review and comment, the Immediate Supervisor shall arrange the performance appraisal interview. The date of the interview shall be mutually agreed upon by both the Employee and the Immediate Supervisor.
7. In preparation for the interview, the Immediate Supervisor shall compile sufficient evidence, examples or illustrations to explain the basis for any negative evaluation and rating.
8. The Immediate Supervisor shall meet with the Employee to review the evaluation, to discuss strengths and weaknesses, and help the Employee plan goals for the next year. In preparation for the interview, both the Employee should draft a list of goals and objectives for the following year.
9. The interview should be conducted as informally as possible. The Performance Appraisal interview aims to be a two-way exercise to encourage and enable the Employee to make suggestions, ask questions, agree and/or disagree with comments made in the evaluation. The parties shall review the Employee's job description to ensure its currency and make whatever changes are necessary.
10. After the review, the Personnel/Finance Manager *shall* ensure that the Employee's job description is properly amended and submitted along with the Performance Appraisal Form to the Personnel/Finance Manager for his/her review and signature.
11. The Personnel/Finance Manager shall review the appraisal. If the Employee disagreed with either the content or the process of the evaluation, the Personnel/Finance Manager *may* ask for follow-up or further documentation or require that another evaluation and/or interview be arranged with the Employee. In this case, both the original and new performance review and evaluation forms must be submitted for inclusion on the Employee's personnel file.
12. Immediately after the Personnel/Finance Manager signs the said Employee's Performance Appraisal Form, it *shall* be filed in the Employee's personnel file. The Personnel/Finance Manager's signature on the form indicates that the appraisal documentation was,
 - a) received and
 - b) completed properly.
13. The completed Performance Appraisal Form *shall* be placed in the Employee's personnel file and can be reviewed by the Employee on request. A copy will be given to the Employees.
14. All Employee's performance reviews *shall* be kept confidential.

8.1.4 Procedure for Evaluating Management Staff

The following procedures *shall* be followed with respect to performance appraisals of management staff:

1. The Personnel/Finance Manager will compile the appropriate documents required to undertake the performance appraisal. These documents are to include a position description, the list of goals and objectives for the previous year and the Performance Appraisal Form. A copy of this information shall be sent to the Employee and his/her Supervisor.
2. The management Employee shall complete a Performance Appraisal Form.
3. The Chief and Council shall also evaluate the management Employee.
4. The Chief and Council shall review the Personnel/Finance Manager's self evaluation.
5. At the next meeting of Chief and Council, the Council will meet the management Employee to share the results of the evaluation, discuss his/her strengths and weaknesses, and the Employee's goals for the next year. In preparation for the interview, the Employee should draft a list of goals and objectives for the following year.
6. The Chief or his/her designate shall sign the management Employee's Performance Appraisal Form.
7. The final copy of the Performance Appraisal Form *shall* be placed in the Employee's personnel file and can be reviewed by the Employee on request. A copy will be given to the Employee.
8. All performance appraisals *shall* be kept confidential.

8.1.5 Appraisal Interview

Each interview should cover the following:

1. A review the role and nature of performance reviews and evaluation.
2. A review of the responsibilities of the position and the standards that are necessary.
3. A review of the general and specific job performance criteria.
4. An assessment of the Employee's ability to meet or exceed expected standards.
5. If improvement is necessary, the specific strategies and deadlines required to demonstrate reformative intent and potential.

6. Career plans and additional training requirements should be discussed.
7. The Employee's goals and objectives should be discussed and documented. Both the Employee and the Immediate Supervisor should sign the objectives to indicate that they agree with term and are committed to making them happen.
8. The Employee's questions and concerns should be addressed.
9. An overall rating should be assigned to the Employee and recommendations made with respect to his/her future employment.
10. The Employee is encouraged to make written comment with respect to the evaluation. The Employee is required to sign the Performance Appraisal Form to indicate that the review and interview were conducted and that he/she was provided with a copy of the Appraisal. *The signature does not mean that the Employee necessarily agrees with the evaluation or rating*, but rather signifies that the Employee had the chance to review the appraisal.
11. If a disagreement arises with respect to the form or process of evaluation, the Employee and the Immediate Supervisor must attempt to resolve it. If there is no resolution, it can be brought to the attention of the Personnel/Finance Manager for resolution. The Personnel/Finance Manager *may* ask for documentation or further evidence, require a new evaluation and/or interview be done or leave the evaluation as it stands.

8.1.6 Specific Responsibilities

8.1.6.1 The Personnel/Finance Manager

1. Must ensure that proper forms are made available to the Supervisors and staff, and instructions properly followed.
2. Must ensure that all performance reviews are conducted on time, as dictated by each Employee's anniversary date.
3. Review all completed performance appraisals to ensure that proper documentation was completed.
4. If necessary, ensure that appropriate improvement plans and follow-up are completed.

8.1.6.2 The Supervisor

1. Must ensure each Employee is evaluated when necessary.
2. Must ensure that Employees are aware and understand what a performance review and evaluation entail.

3. Must sure Employees are aware of the responsibilities they are accountable for.
4. Must provide each Employee in advance of the interview, with a copy of their last year's objectives and goals interview and a copy of the performance appraisal criteria that they will be evaluated against.
5. Must provide appropriate feedback and, if necessary, implement strategies for improvement after the appraisal.

8.1.6.3 The Employee

1. Shall review the performance appraisal.
2. Actively participate in the development of employment objectives for the following year.
3. Strive to improve his/her job performance.

8.2 JOB REASSIGNMENT

8.2.1 Change in Employment Due to Disability

1. Where, by reason of a disability, an Employee is deemed incapable of satisfactory performance of the work for which the Employee is engaged, the Employee *may* be transferred to other position for which the Employee is better suited and the Employee's rate of pay *shall* be adjusted to the rate of such other work. Wherever possible, accommodation *shall* take preference to termination of employment.
2. Any Employee who has been given a change in employment due to disability *shall* have the right to submit an Appeal following the procedure outlined in Chapter 11 in this manual

CHAPTER 9: DISCIPLINE

9.1 GENERAL

9.1.1 Sub-Standard Performance and/or Misconduct

PBCN will make use of disciplinary action for misconduct or failure to meet acceptable standards of performance, quality or behaviour by an Employee. There are graduated forms of disciplinary actions that range from verbal correction to termination, depending upon the nature of the offence. Generally, PBCN will follow a progressive system of disciplinary action. However, there *may* be cases when this is not feasible or warranted.

9.1.2 Consistency and Proper Documentation

In keeping with good business practice, proper *written* documentation is required of all Supervisors with respect to any incidents likely to attract disciplinary action. In keeping with principles of fairness, consistency and predictability it is necessary that similar disciplinary action(s) be implemented for similar infractions. Some reference should be made to the Band's historical response to similar misconduct.

9.1.3 The Application of Disciplinary Action

Employees will not be subject to more than one disciplinary action for each offence. However, an Employee who has been subject to disciplinary action and fails to demonstrate sufficient improvement within a reasonable period time or who repeats the offence or commits another, *may* be subject to additional sanctions.

9.1.4 The Employee's Written Response

An Employee's written reply to a disciplinary action *shall* be recorded as part of the Employee's personnel record, at the Employee's request.

9.1.5 Removal of Record of Disciplinary Action

Unless an Employee is involved in an on-going disciplinary proceeding, any record of verbal or written reprimand *shall* be removed from the Employee's personnel file at the Employee's request two (2) years from the date of that reprimand.

9.1.6 Record of Incidents of a Similar Nature

Notwithstanding the above, if an Employee receives a reprimand and is provided with written notice that a future reprimand will result in further disciplinary action for similar incidents (i.e. suspension or termination from employment), all disciplinary records pertaining to incidents of a similar nature on the Employee's file at that date *shall* remain on file for a period of five (5) years from the date of the written notice and *shall* after that time be removed at the Employee's request.

9.2 OFFENCES

The following list provides examples of what specific types of behaviour *may* be subject to disciplinary action. **This list is not exhaustive.** Depending on the severity of the offence or behaviour, the subsequent disciplinary action *may* result in immediate dismissal.

1. Misrepresentation or omission of facts when seeking employment.
2. Breach of confidentiality.
3. Falsification of documents, for example, falsifying attendance reports, time sheets, invoices or any other employment documents.
4. Originating or spreading false statements concerning Chief & Council, the Band, its departments, programs and affiliates, and/or other Employees.
5. Defacing, damaging, destroying or losing PBCN property. Normal wear and tear is exempt.
6. Theft or unauthorized removal of PBCN property.
7. Unauthorized use of PBCN equipment or the use of equipment without due regard to proper health and safety procedures.
8. Unauthorized use of PBCN facilities or premises. This includes unauthorized access to the premises after normal working hours and/or assisting others to gain unauthorized entrance.
9. Repeated absences or chronic lateness.
10. Inability to achieve and maintain performance standards.
11. Leaving work without permission, wasting time, loitering or sleeping during work hours.
12. Insubordination or refusal to accept and/or follow orders or directions from those with proper authority.
13. Possession or consumption of alcohol or illicit drugs on the job, or the reporting to work under the influence of the same.
14. Interfering or hindering the work performance of other Employees.

15. Disorderly conduct, which includes fighting or any other verbal or physical abuse of another and/or the use of abusive language directed at other Employees, Supervisors or general public. Engaging in horseplay, running, scuffling or throwing objects on PBCN property is considered disorderly conduct.
16. Engaging in any activity that violates the PBCN Oath of Confidentiality, Code of Ethics or Band policies.
17. Misuse of PBCN computers during work hours and/or for personal (i.e., not job-related) use.
18. Sexual and/or any other form of harassment. See Section 12.6.

9.3 DISCIPLINARY ACTION

There are four (4) progressive steps of disciplinary action:

1. verbal warning
2. written warning
3. suspension; and
4. dismissal

Depending on the circumstances, it *may* not be necessary to follow each of the steps in succession.

9.4 VERBAL WARNING / ORAL REPRIMAND

The first step in the disciplinary procedure is the verbal warning. The goal is to provide formal acknowledgment that the Employee has a behavioural or performance problem and must seek to correct it. At this time, the immediate Supervisor has the responsibility to explain what specific aspect of Employee behaviour is considered inappropriate, what specific changes are required and to provide a timeline by which reform needs to be demonstrated. It is necessary for the Supervisor to assist in, or at least to approve, the Employee's improvement plan and indicate when the behaviour will result in further disciplinary action. ***The verbal warning must be documented and a copy of the anecdotal record placed in the Employee's personnel file.*** It *may* be reasonable to give more than one verbal warning before a written warning is used.

9.5 WRITTEN REPRIMAND

A written reprimand will ordinarily follow a verbal warning if the latter proved ineffective and the inappropriate behaviour persists or recurs. It may also be used where the infraction is of a more serious nature. The immediate Supervisor will prepare a written summary of the behaviour or

performance problem, the corrective action desired and the timeline by which improvement must be demonstrated. The written reprimand should be hand-delivered to the Employee or sent by registered mail. A copy should be sent to the Personnel/Finance Manager. The Employee may respond to the reprimand in writing, within ten (10) working days.

9.5.1 Corrective Action and Time Frame

When a written warning has been given to an Employee, a time frame will be specified as to when the matter will be reviewed to ensure the corrective action has been undertaken or performance improved. Also included in the written reprimand should be a warning about any additional action that will be taken if the Employee does not rectify the situation in the specified time frame or at all.

9.5.2 Outcome of the Written Warning

The written reprimand and any response from the Employee *shall* be placed on the Employee's personnel file. There should also be a follow-up from the Supervisor indicating whether the behaviour or performance improved or whether further disciplinary action is necessary. It *may* be reasonable to give more than one written warning before a suspension is considered.

9.6 SUSPENSION

A suspension *may* come about as a result of the ineffectiveness of a written reprimand to encourage acceptable performance or, depending on the severity of the behaviour or circumstances, *may* be invoked without prior warning. In most circumstances, the suspension will require the Employee to stay away from the work place and will be without pay. An Employee may also be suspended while there is an investigation of wrong-doing. If after thorough review, it is determined that there were no basis to believe there was wrong-doing or if the evidence is not conclusive, the Employee shall return to work and be paid for the period of time they were suspended.

9.6.1 Reporting of a Suspension

The immediate Supervisor must make a detailed report of the circumstance(s) in order to make a recommendation for suspension of an Employee. The report must include details of the inappropriate behaviour/performance, the disciplinary action taken to date (if applicable), what improvement or corrective action the Employee has undertaken, if any, and the recommended duration for the suspension. The report *shall* be forwarded to the Personnel/Finance Manager for decision and may be presented to the Chief and Council for their review and/or comment.

9.6.2 Notice of Suspension

In any case where an Employee is to be suspended, they will be advised in person by the Personnel/Finance Manager and then provided with a written document of the same. This document will be hand delivered and will outline the reason(s) for and duration of the suspension.

9.6.3 Criteria

There *may* be times where the immediate Supervisor can suspend an Employee immediately without the approval of the Personnel/Finance Manager . Such cases would entail a suspension for no more than ten (10) days and could be for the following reasons:

1. An Employee is impaired by alcohol or drugs and is a danger to the health and safety of him/herself or others.
2. The condition, conduct and/or behaviour of the Employee is a danger to themselves or others.
3. Th condition, conduct and/or behaviour of the Employee will hinder his/her work performance and/or the work performance of others.

9.6.4 Professional Assistance/Counselling

In lieu of suspension, the Supervisor and the Personnel/Finance Manager *may* recommend that the Employee receive professional assistance/counselling. Unless otherwise specified in writing, this suspension will be without pay. If the Employee refuses to comply with such a request, the Employee *may* be suspended or dismissed. Notwithstanding the above, the Employee *may* request a review by the Appeal Committee.

9.6.5 Employee Personnel File

All documents related to the suspension will be placed on the Employee personnel file.

9.7 DISMISSAL

In cases where it is warranted, an Employee *may* be dismissed due to their behaviour or lack of performance. Any decision to terminate an Employee must be authorized by the Personnel/Finance Manager in consultation with the Chief and Council.

9.7.1 Documentation

If an Employee is dismissed for “just cause”, it is necessary to have *detailed documentation* describing the nature of the offence(s) that led up to or resulted in the disciplinary action, the reasonable efforts that were made to ensure the Employee understood that the behaviour was unacceptable, the dates when the misbehaviour was discussed with the Employee and, if applicable, that te Employee was given a reasonable amount of time to correct the behaviour or performance.

9.8 CONSIDERATIONS

An Employee’s previous record *may* be a factor in the severity of the disciplinary action taken. In most cases, a period of or more six (6) consecutive months without incident or reprimand will serve to lesson the level of subsequent disciplinary actions.

9.9 APPEAL

All disciplinary action *may* be appealed by the Employee, following the process set out below.

CHAPTER 10: TERMINATION

10.1 GENERAL

10.1.1 Entitlements

If the Employee is terminated by PBCN or proper advance notice of termination is given, the Employee leaving will receive their entitlements within ten (10) working days.

10.1.2 Benefits

All benefits cease once employment has terminated [i.e., health, dental and group insurance].

10.1.3 Types of Termination

Employment *may* be terminated in five (5) ways:

40. resignation;
41. death of the Employee;
42. termination by PBCN with 'just' cause ["with cause"];
43. termination by PBCN without cause; and
44. lay-off due to work shortage, redundancy and/or funding shortfalls.

10.1.4 Temporary or Definite Term Basis of Employment

An Employee hired on a temporary or definite term basis ceases to be an Employee at the end of the specified term of their of employment unless an extension has been properly authorized or unless they have been appointed to another temporary or permanent position. No notice of termination is required for an Employee who is employed as a temporary Employee.

10.2 RESIGNATION

Employees wishing to terminate employment must serve written notice to the Personnel/Finance Manager, with a copy to their immediate Supervisor.

10.2.1 Length of Notice

Wherever, practicable, non-management staff are required to provide thirty (30) days' notice of termination. Management staff may be required to provide longer notice.

10.2.2 Remuneration Owed at the Time of Resignation

All remuneration owing to the Employee *less* statutory remittances and any amounts owing to PBCN *shall* be due and payable within ten (10) working days.

10.3 DEATH

If an Employee dies, any accrued salary and benefits less any amounts owing to PBCN or statutory remittances *shall* be paid to his/her estate within forty-five (45) days.

10.4 TERMINATION WITH JUST CAUSE

In the event that it is necessary for PBCN to terminate an Employee for ‘just’ cause, the Employee will be notified in writing by the Personnel/Finance Manager. In the event an Employee is terminated with ‘just’ cause, the dismissal *shall* be immediate.

10.4.1 Definition

“Just Cause” *shall* include *but not be limited to*, documented evidence of:

45. dishonesty;
46. revelation of untrustworthy character (i.e., forging an officer’s signature, padding an expense account, altering a document);
47. conduct outside of normal working hours that is wholly incompatible with the proper discharge of his/her duties;
48. professional misconduct;
49. lateness or absenteeism;
50. insolence, insubordination or disobedience;
51. unwillingness or inability to carry out work assigned by the Employer or its delegate;
52. incompetence;
53. unwillingness to work cooperatively with other Employees;
54. disability (either physical or mental) preventing performance of or frustrating the terms of the contract;
55. disruption of the corporate culture;
56. inability to carry out work of an acceptable quality as defined and assigned by the Employer or its delegate;
57. neglect of the Employer’s interest;
58. falsifying records or reports;
59. job abandonment;
60. theft or fraud committed against the Employer upon being found guilty by the Courts or where the Employee acknowledges guilt;
61. conviction of an indictable offence related to employment;
62. breach of the *Code of Ethics*;
63. breach of the *Oath of Confidentiality*;
64. being intoxicated or impaired or drinking or consuming illicit drugs on the job;
65. conflict of interest;

66. corrupt practice which means any act done by an Employee who unlawfully and/or wrongly uses his/her name or position of authority or trust to procure some benefit or favour for him/herself or for another person contrary to his/her official or fiduciary duties and/or the rights of other persons and includes any act or omission that is recognized by law or custom to be a corrupt practice;
67. harassment whether of a sexual or personal nature;
68. performance of any action that creates an unsafe work situation;
69. performance of any disrespect to the Employer.

10.5 TERMINATION WITHOUT CAUSE

If an Employee is terminated “without cause”, the Employee will be provided written notice stating the **effective** date of termination. Further to this, PBCN will give notice to the Employee in accordance with the following:

1. If the Employee has been employed for greater than three (3) months but less than six (6) months, they will be given one (1) week’s notice.
2. If the Employee has been employed for more than six (6) months, but less than two (2) years, they will be given two (2) weeks notice.
3. If the Employee has been employed for more than two (2) years, but less than six (6) years, they will be given four (4) weeks notice.
4. If the Employee has been employed for more than six (6) years, but less than ten (10) years, they will be given six (6) weeks notice.
5. If the Employee has been employed for more than ten (10) years, they will be given eight (8) weeks notice.

10.5.1 Notice

An Employee who has completed at least six (6) months of employment *may*, except when termination is by the way of dismissal for just cause, be entitled to a payment of wages at his/her regular rate of wages for his regular hours of work in lieu of notice. The decision to provide payment in lieu of notice will be at the discretion of the Personnel/Finance Manager.

10.5.2 Insufficient Notice to the Employee

In the event that PBCN does not give the Employee sufficient notice of termination, PBCN *shall* make payment to the Employee equal to the difference between the actual and the required number of days specified as notification period.

10.6 LAY-OFF

In the event of an anticipated shortage of work or of funds, the Personnel/Finance Manager with approval from the Chief and Council, *may* provide written notice of lay off to Employees.

10.6.1 Work Shortage, Redundancy and/or Fund Shortfalls

When it becomes necessary to lay-off Employees because of work shortage, redundancy or lack of funds, Employees within the same abilities *shall* be laid off in the following order:

1. Casual/temporary Employees, followed by
2. Probationary Employees, and
3. Full-time Employees according to length of service and/or by program need.

10.6.2 Length of Lay-Off

A lay off is not considered to be a termination where it is less than three (3) months in duration or where it is more than three (3) months but less than six (6) months and the Employee is informed of a recall and a specific date or within a specific period.

An Employee can remain on lay off for a continuous period of up to six (6) months after which he/she *shall* be considered to have his/her employment terminated.

10.6.3 Call Back to Work

If the position vacated by the Employee at the time of lay off is reinstated anytime during the six (6) month period immediately subsequent to the first day of lay off, PBCN *shall* be obligated to offer the position to the Employee at a level of pay not less than the level the Employee was receiving prior to the lay-off. Should the Employee either refuse or not respond to the offer of employment within seven (7) working days, PBCN *shall* be free to fill the position through the normal recruitment process.

10.6.4 Seniority and Benefit During Lay-Off Period

No benefits or increment time credits *shall* accrue to an Employee while he/she is on lay off.

10.6.5 Lieu of the Notice of Termination

If an Employee is temporary laid off and circumstances necessitate that they be terminated, PBCN is required to provide compensation in lieu of notice of termination.

10.7 RESTRUCTURING

The Chief and Council *may* at any time restructure PBCN to better meet the demands of its members and the communities. Restructuring *may* mean:

1. the creation of new positions;
2. the elimination of existing positions; and/or
3. the amalgamation of existing positions.

10.7.1 The Creation of New Positions

In the event that a new position is created as the result of restructuring, the provisions for hiring as set out above will apply.

10.7.2 The Cancellation of Existing Positions

In the event that a position(s) is abolished as a result of restructuring, the affected Employees *shall* consider themselves terminated. In such case, the provisions outlined in Section 10.5 will apply.

10.7.3 The Amalgamation of Existing Positions

In the event that existing positions are amalgamated as the result of restructuring, the provisions for hiring set out above will apply. In such a case, however, the affected Employees *will* be given priority, provided that they have the required qualifications.

10.8 EXIT INTERVIEW

An exit interview may be conducted by the Personnel/Finance Manager or his/her delegate, and the Employee on or about the said Employee's last day of employment. The interview will be recorded and documented.

10.8.1 Procedure

It is the responsibility of the Personnel/Finance Manager to:

1. ensure that the Employee has returned all due PBCN property.
2. ask the Employee to complete an Exit Interview Form to assist PBCN in reviewing the currency of the Employee's job description and determining the Employee's reason(s) for leaving.
3. ensure that in any case where the Employee has outstanding PBCN property, equipment or supplies, the final pay cheque is held back until everything has been returned or replaced. If the final pay cheque is to be forwarded to the Employee, it will be deposited by EFT or sent by mail or courier, as soon as the property has been returned.
4. ensure that PBCN has the Employee's forwarding address in order to forward documentation such as the Employee's Record of Employment [ROE] and T4.

10.9 RESPONSIBILITY OF THE EMPLOYEE

Upon termination, it is the responsibility of the Employee to:

1. return all PBCN property;
2. arrange for dental, health, and life insurance, if desired;
3. provide a forwarding address or contact number;
4. participate in the exit interview, as required;
5. complete any forms or documents as required by the Personnel/Finance Manager;
6. sign a Release,
7. make arrangements regarding delivery of their final pay cheque (i.e., EFT, mail, courier).

CHAPTER 11: APPEAL

11.1 GENERAL

11.1.1 Application

Employees *may* appeal any difference or conflict that comes about as a result of the interpretation, application and/or the administration of the PBCN Policy and Procedure and/or the PBCN Personnel Manual except where such appeal is explicitly excluded.

11.1.2 Purpose of the Appeal Process

The purpose of the appeal process is to ensure fair and equitable treatment of all Employees. In this regard, PBCN recognizes the value and importance of face to face meetings to resolve misunderstandings and preserve good relations. PBCN believes that the following procedures will ensure that complaints receive full consideration, and that change is implemented whenever appropriate.

11.2 PROCESS

11.2.1 Right to Timely Resolution

PBCN is committed to timely resolution of any differences or contested matters and endeavours to make their resolution a priority. In this regard, it is necessary that the time lines set out below be adhered to. If the Employee fails to grieve within the prescribed time frame, the said Employee is considered to have abandoned their claim. If, on the other hand, the Employer fails to respond to an appeal, the Employee's appeal will be considered upheld. Changes to the imposed time frames will only be considered by mutual agreement.

11.2.2 Levels of Appeal

There are two(2) formal levels to which an appeal *may* be pursued:

1. third party mediation; or
2. a formal appeal to Chief and Council.

11.2.3 Resolution by Informal Means

Prior to any formal appeal procedures, all Employees are encouraged to resolve any problems, concerns or disputes informally. While it *may* not be appropriate in all circumstances, the Employee should attempt to bring the matter to the attention of their immediate Supervisor or someone in a position of relative authority they feel can assist them to resolve the matter.

11.3 THIRD PARTY MEDIATION

11.3.1 Notification Deadline

If the Employee has sought informal methods to rectify the problem but is not satisfied or no resolution is forthcoming, the said Employee *may* submit their appeal in writing to the Personnel/Finance Manager. The appeal must be submitted within then (10) working days from the day when the problem occurred.

11.3.2 Mediation Date

Once the appeal is submitted, the Personnel/Finance Manager or his/her designate *shall* establish a mediation date and at that time, facilitate a meeting with the Employee Complainant and the person against whom the complaint was levied. This meeting must take place within ten (10) days of the day the appeal was submitted.

11.3.3 Referral to PBCN Chief and Council

If either party is not satisfied with the subsequent results of the mediation, they *may* request that the matter be turned over to the PBCN Chief and Council for resolution. Written requests for referral of the problem must be submitted to the Chief and Council within fifteen (15) working days of the day that the original appeal was received.

11.4 APPEAL TO THE CHIEF AND COUNCIL

11.4.1 Process

1. The PBCN Chief and Council *shall* attempt to hear the appeal within ten (10) working days of having been advised of an unresolved dispute and *shall* make a decision ten (10) working days thereafter.
2. The parties *may* be asked to make written or oral submissions to the Chief and Council. Principles of fundamental justice *shall* be observed.
3. Formal notice of the PBCN Chief and Council's decision *shall* be forwarded to the complainant. Such notice will be in writing signed by the Chairperson and *shall* be either hand delivered or mailed by registered mail to the last known address of the complainant.
4. The decision of the PBCN Chief and Council *shall* be final and binding on both Parties.

12.1 GENERAL

It is incumbent upon the Employee to be familiar with the PBCN Personnel Manual and with its policies.

12.2 PBCN CODE OF CONDUCT

The Code of Conduct will serve as a guide to the general conduct which the PBCN Chief and Council expects of all Employees.

1. PBCN Employees are responsible for observing and promoting the following principles:

a) to serve the Peter Ballantyne Cree Nation members; and

b) to promote and protect the rights of the Woodland Cree people, including their inherent and Treaty rights and to promote and protect PBCN's commitment to Self Government.

2. The Employees *shall*:

a) carry out the conditions of their employment honestly, conscientiously and loyally.

b) conduct themselves on duty and in public in a manner that will bring credit to themselves and the Band.

c) be prompt, courteous and treat all people with respect and consideration at all times.

d) maintain and protect confidentiality on all matters concerning the Band

e) maintain the integrity and dignity of the Band at all times.

f) not engage in any activity which *may* impair his/her effectiveness to the Band or bring any disrespect or discredit to the Band, Chief and Council.

g) not engage in public criticism of Chief and Council, the Band, its programs or agencies, or other staff.

h) not give out official information or make public media statements unless authorized to do so.

- i) refuse any fees, gifts or other tangibles other than salary and benefits offered in reward for duties performed by virtue of his/her position.
- j) be on the job every day unless there is a valid reason for his/her absence.
- k) use information obtained on the job only for the intended purpose and not for his/her own interests or those of other persons.
- l) follow instructions attentively and co-operate with his/her Supervisor.
- m) not be involved in any political activities at any First Nation level which *may* be interpreted as giving rise to a “conflict of interest”.
- n) promote and protect the Woodland Cree language, culture, value and history.
- o) try to create and foster a team approach among all staff.
- p) seek prior approval from his/her Supervisor before a memo or correspondence on company letterhead is sent to organizations, agencies or individuals outside PBCN which could be seen as making representation on behalf of the Band its programs/agencies, committees or Chief and Council.

12.3 COMMUNITY BY-LAWS

All PBCN Employees, as a condition of employment, must abide and respect any community by-laws legally and duly approved by the local community by-law process. Band Employees are expected to abstain from manufacturing, purchasing, selling or consuming alcohol in ‘dry reserves’ and from manufacturing or selling in other reserve communities .

12.4 TOBACCO

All PBCN Employees, as a condition of employment, must refrain from using tobacco products inside all PBCN work areas that are designated as “non-smoking”. Failure to abide by the policy will result in disciplinary action.

12.5 DRESS CODE

Employees of PBCN *shall* wear clothing appropriate for a professional organization. As representatives of and ambassadors for PBCN, Employees should be well groomed and wear clothing that suits their particular employment position.

The dress code is applicable:

1. during regular working hours;
2. in such cases when the Employee's work necessitates that they be outside of the office but identifies them as representing PBCN [i.e., at meetings, conferences, training]; or
3. unless the Employer indicates otherwise [i.e., dress down days].

12.5.1 Prohibited Dress

Prohibited clothing includes faded, torn, or ripped jeans, rugby pants, sweat pants or jogging suits, T-shirts showing advertisements for or making mention of alcohol, illegal substances or tobacco, and any forms of clothing which are revealing or distracting (i.e., halter tops and shorts). Make-up and jewellery should be tastefully applied and suitable for office wear.

12.6 DISCRIMINATION

12.6.1 Zero Tolerance for Discrimination

PBCN believes that the working environment should, at all times, be supportive of the dignity and self-esteem of individuals. Furthermore, PBCN is committed to providing a work environment that is free of discrimination. Therefore any physical or verbal abuse on the part of an Employee on the basis of age, sex, race, religion, or disability is strictly forbidden.

12.6.2 PBCN Policy on Sexual Harassment

PBCN defines sexual harassment as any conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation to an Employee or that might, on reasonable grounds, be perceived by the Employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

PBCN believes that every Employee is entitled to a workplace free of sexual and personal harassment. PBCN will not tolerate any activities that *may* be construed as discrimination and/or sexual harassment. All forms of discrimination and/or sexual harassment constitute a breach of policy and will result in disciplinary action and/or termination of employment.

PBCN is committed to :

1. making every effort to ensure that no Employee is subjected to sexual harassment.
2. taking such disciplinary measures as are deemed appropriate against any person under PBCN's direction who subjects a fellow Employee to sexual harassment.

3. investigating all incidents of discrimination and/or sexual harassment reported in writing to either the Employee's immediate Supervisor or the Personnel/Finance Manager. Anonymous and/or verbal reports will be treated as gossip.
4. keeping confidential the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto; and
5. PBCN Employees who have been subject to sexual harassment, who have placed a complaint with PBCN and who believed that justice has not been made, have the right and are encouraged to seek redress with the Canadian Human Rights Commission or the Occupational Health and Safety Chief and Council.

12.7 RUNNING FOR POLITICAL OFFICE

1. An Employee *may* serve on committees or Chief and Councils of voluntary agencies such as service clubs, scouts/girl guides, parent-teacher associations, neighbourhood recreation Chief and Councils, and like organizations provided that it is done on his/her own time.
2. An Employee who wishes to seek elected office in organizations, municipal councils or Chief and Councils, *may* do so, provided that such activity does not result in any conflict of interest, real or perceived; and further, that such involvement or activity does not have any materially adverse impact on the work performance of such Employee.
3. Any Employee who wishes to be appointed or elected to a provincial or national Chief and Council of any organization *shall* obtain the prior written approval of the PBCN Chief and Council and such approvals *shall* be based on considerations of conflict of interest and potential impact on work performance.
4. Any Employee wishing to seek elected office for any position with a First Nations Government [Band, Tribal Council or Federation level], as a Member of the Legislative Assembly for Saskatchewan or as a Member of Parliament, *shall* take Annual Leave or a Leave of Absence without pay from his/her position at the time of declaring his/her candidacy. If the Employee is elected to office, he/she *shall* be deemed to have resigned as soon as results are made public.
5. Any Employee who received remuneration in respect to any appointed or elected activity *shall* reimburse PBCN in respect to any portion of service provided during working hours.
6. Any successful candidate for a full-time position will be required to resign from any elected office in First Nation Government, as a member of the Legislative Assembly of Saskatchewan, as a Member of Parliament. Confirmation of such resignations will be a condition of the offer of employment.

12.8 CHILD PROTECTION POLICY

All PBCN Employees, whether permanent or temporary, term or casual, full-time or part-time and every PBCN Chief and Council member, who has knowledge of or suspects child abuse are required to comply with *The Child and Family Services Act*, S.S. 1989-1990, c. C-7.2, sections 11 and 12 [reproduced below] and the appropriate Federation of Saskatchewan Indian Nation (FSIN) Standards, and report such abuse to appropriate authorities.

Part III: Child Protection

Child in need of protection

1. A child is in need of protection where:
 - (a) as a result of action or omission by the child's parent:
 1. the child has suffered or is likely to suffer physical harm;
 1. the child has suffered or is likely to suffer a serious impairment of mental or emotional functioning;
 1. the child has been or is likely to be exposed to harmful interaction for a sexual purpose, including involvement in prostitution and including conduct that *may* amount to an offence within the meaning of the *Criminal Code*;
 1. medical, surgical or other recognized remedial care or treatment that is considered essential by a duly qualified medical practitioner has not been or is not likely to be provided to the child;
 1. the child's development is likely to be seriously impaired by failure to remedy a mental, emotional or developmental condition; **or**
 1. the child has been exposed to domestic violence or severe domestic disharmony that is likely to result in physical or emotional harm to the child;
 1. there is no adult person who is able and willing to provide or the child's needs, and physical or emotional harm to the child has occurred or is likely to occur; **or**
 - (c) the child is less than 12 years of age **and**:
 1. there are reasonable and probable grounds to believe that:
 1. the child has committed an act that, if the child were 12 years of age or more, would constitute an offence under the *Criminal Code*, the *Narcotic Control Act (Canada)* or Part III or Part IV of the *Food and Drug Act (Canada)*; and
 1. family services are necessary to prevent a recurrence; and
 1. the child's parent is unable or unwilling to provide for the child's needs.

Duty to report

- 12(1) Subject to subsections (2) and (3), every person who has reasonable grounds to believe that a child is in need of protection *shall* report the information to an officer or peace officer.
1. Subsection (1) applies notwithstanding any claim of confidentiality or professional privilege other than
 1. solicitor-client privilege; or
 1. Crown privilege
 1. No action *shall* be commenced against a person with respect to making a report pursuant to subsection (1) except with leave of the Court of Queen's Bench.
- (3.1) An application for leave *shall* be commenced by notice of motion served on the respondent and the minister in any manner set out in part Three of the Queen's Bench Rules.
- (3.2) On an application for leave, leave *shall* be granted only if the applicant establishes, by affidavit evidence or otherwise, a *prima facie* case that the person made the report maliciously and without reasonable and probable grounds for his or his/her belief.
- (3.3) If leave is not granted, the court *may* order the applicant to pay all or any portion of the costs of the application.
- (3.4) An action against a person who makes a report pursuant to sub-section (1) that is commenced without leave of the court is a "nullity".
1. Every peace officer who has reasonable grounds to believe that a child is in need of protection *shall* immediately report the information to an officer.

CHAPTER 13: HARASSMENT POLICY

SOME ADMINISTRATIVE GUIDELINES AND PROCEDURES WITH RESPECT TO A HARASSMENT AND SEXUAL HARASSMENT PREVENTION POLICY

13.1 AFFIRMATION

Nothing in PBCN's Harassment and Sexual Harassment Prevention Policy and/or Administrative Guidelines, Procedures and Regulations pursuant hereto shall discourage or prevent an employee, at any point, from referring a harassment complaint to the Occupational Health and Safety Division established pursuant to *The Occupational Health and Safety Act, 1993*. Further, nothing in the policy shall discourage or prevent the initiation of a complaint by an employee or Band member pursuant to the *Saskatchewan Human Rights Code*, nor should the policy discourage or prevent the exercise of any other rights or proceedings available to such persons under any other law.

13.2 APPLICATION

Compliance with the provisions of such a policy shall be a condition of employment.

The Harassment and Sexual Harassment Prevention Policy shall comply with all requirements which, at the time of its writing, are specified in, and mandated by, *The Occupational Health And Safety Act, 1993* and the Regulations related thereto, *The Saskatchewan Human Rights Code* and the *Charter*.

13.3 DEFINITIONS

Harassment is illegal.

“Harassment” Harassment is defined in section 2 of *The Occupational Health and Safety Act, 1993*, as any objectionable conduct, comment or display by a person that

is directed at a worker [i.e., an employee];
is made on the basis of race, creed, colour, sex, sexual orientation, marital status, disability, physical size or weight, age, nationality, ancestry or place of origin; **and**
which constitutes a threat to the health or safety of the worker. [One would presume that health would include physical and mental well-being.]

The *Saskatchewan Human Rights Code* prohibits *discrimination* on the basis of race, creed, religion, colour, sex, sexual, orientation, family status, marital status, disability, nationality,

ancestry or place of origin. Harassment can also be discrimination when the harassment relates to one of the prohibited grounds of discrimination.

“Sexual Harassment” The *Saskatchewan Human Rights Code* prohibits discrimination based on sex in employment and the Saskatchewan Human Rights Commission has interpreted that provision to include sexual harassment. The Code further states that an Employer **may** be held responsible for compensation to an employee subjected to sexual harassment by another employee.

Sexual harassment is any objectionable conduct, comment or display by a person that:

- endangers an individual’s continued employment;
- negatively effects an individual’s work performance;
- creates an employment consequence which undermines the harassed person’s job; security, job status or potential for promotion;
- creates an offensive working environment or interferes with job performance **or**
- undermines the individual’s sense of personal dignity.

Sexual harassment may include, but is not limited to:

- a demand for sexual favours from an employee by a person in a position of authority or trust;
- any indication by a person in a position of authority that sexual favours are a condition of employment or advancement in employment;
- any physical assault such as deliberate touching, grabbing, pushing or unsolicited physical contact including leaning over, pinching or patting particularly if the contact is with breasts, buttocks or genitals;
- repeated and unwanted sexual comments, suggestions which are found objectionable or offensive and cause discomfort on the job;
- persistent propositions, invitations or uninvited pressure for dates;
- gender-based insults and taunting;
- a display of suggestive pictures or other material;
- uninvited letters, telephone calls or other communications;
- leering or whistling;
- unwelcome inquiries and/or comments about a person’s sex life, sexuality or sexual orientation.

“Personal Harassment” Harassment can be more broadly defined to include any objectionable conduct, comment or display by a person that is directed at an employee, is made on the basis of factors other than those referred to in *The Occupational Health and Safety Act, 1993* and which constitute(s) a threat to the health or safety of an employee. This broader definition of harassment, termed ‘personal harassment’, consists of any behaviours or actions which abuse or humiliate individuals and interfere with their work performance or create an intimidating or hostile working environment.

Personal harassment may include comments, verbal abuse, unwelcome gestures, actions that invade privacy or personal property, spreading unfounded or misinformed rumours or deliberately spreading misinformation.

13.4 EXCLUSIONS

Managerial Functions Day-to-day managerial functions and activities such as work assignment, performance management/performance appraisal and progressive disciplinary actions *are not* ordinarily considered personal harassment. Notwithstanding this statement, objectionable conduct, comment or display (as set out in the definitions of harassment referred to above, and as noted in section 2 of *The Occupational Health and Safety Act, 1993*) which occurs in the exercise of managerial functions, is harassment.

Disciplinary action which results from an employee being charged with, or convicted of, a criminal offence (such offence being one which significantly compromises the integrity of the position of trust or authority which the employee holds), is not considered personal harassment under this Policy. At all times, the Band as Employer must act so as to insure the integrity of the health and safety of other employees and Band members, particularly more vulnerable ones (women and children, persons of visible minorities).

Social Discourse Harassment is *not* mutually acceptable social discourse or banter that may occur in the work environment. However, where another employee is present, and that employee is not of the same view, and that employee makes it known that he or she finds the social discourse/banter offensive, the other employees *must* refrain from that kind of behaviour in the presence of an employee who, *acting reasonably*, finds such discourse/banter offensive.

13.5 RESPONSIBILITIES

Employer The Band does not condone or encourage harassment or sexual harassment in the workplace but is actively working towards creating and maintaining a work environment that is free from harassment and sexual harassment.

Supervisory Staff All supervisory staff are obligated to act quickly upon information concerning incidents of harassment and sexual harassment. They are to be sensitive to issues relating to harassment and the effects that such behaviour have on Employees.

Supervisory staff are directed to ensure that the work environment for which each is responsible is free from personal harassment and sexual harassment and are directed to take appropriate action when allegations of harassment are made known.

13.6 PREVENTION

General Personal harassment and sexual harassment vary in kind, degree and in perception of injury. It is recognized, therefore, that no single structure or process can resolve all of the issues involved. The Band as Employer recognizes the importance of the prevention of harassment and demonstrate its commitment by:

clarifying its objectives with respect to personal harassment and sexual harassment through communication and consistent application of this policy;
supporting specific programs of education and awareness on personal harassment and sexual harassment.

Occupational Health and Safety Committee Each work site Occupational Health and Safety Committee [“OHSC”] is expected to become informed about personal harassment and sexual harassment issues and to provide support and information to persons at the work-site who may be the subject of harassment.

13.7 COMPLAINT RESOLUTION PROCEDURES

Reporting Typically any employee / Band member who has been harassed is advised to immediately tell the harasser to stop.

If an employee knows or suspects harassment or sexual harassment is happening to a co-worker, the employee should be encouraged to:

support the employee / Band member; and
encourage the co-worker / Band member to report the harassment as soon as possible to the appropriate authority.

If an employee / Band member cannot confront the harasser, or where there has been a single incident of harassment and the victim has told the perpetrator to stop, or if the harassment or sexual harassment continues, the employee / Band member is advised to promptly report the conduct:

by making an *informal* [verbal] complaint to the employee’s immediate supervisor, or a Councillor; *or*

if circumstances can be shown to warrant that this causes discomfort,

by making a *formal* complaint, in writing, to any one of the following persons:

70. the Employee’s immediate supervisor;
71. the next highest in command;
72. the Program Director or Personnel/Finance Manager;
73. the Chief or a Councillor.

Typical Informal Complaint Resolution Procedures

Informal resolution is *not* a required step in the resolution process.

Where an employee / Band member makes an informal complaint, the person to whom the informal complaint was made *may*, with the consent of the Complainant, either:

 speak directly with the alleged harasser and attempt to resolve the situation in an informal manner;
 advise the Complainant to contact the alleged harasser by letter in order to discourage the alleged harasser from further harassment; *or*
 arrange for mediation of the complaint if either party requests mediation *and* if both parties are willing to participate in the mediation process.

The person to whom the alleged harassment or sexual harassment complaint is made *shall* make a written record summarising the complaint and its resolution. Such record shall be forwarded to the Chief and shall be kept in strict confidence unless required for formal complaint resolution procedures.

IF NO OTHER ALTERNATE METHOD OF DEALING WITH THE COMPLAINT APPEARS TO BE REASONABLE IN THE CIRCUMSTANCES OR IS UNACCEPTABLE TO EITHER THE COMPLAINANT OR THE ALLEGED HARASSER, THE PERSON TO WHOM THE COMPLAINT WAS MADE SHALL ADVISE THE EMPLOYEE / BAND MEMBER TO MAKE A FORMAL WRITTEN COMPLAINT.

Formal complaint–Investigation Any employee / Band member who has been harassed or sexually harassed is advised to immediately tell the harasser to stop.

Where an employee / Band member chooses to make a formal complaint, the complaint should be filed as soon as possible after the incident has occurred. Formal complaints must be filed within a reasonable time. Normally complaints should not be considered, particularly at the employee-Employer level, later than twelve (12) months after the alleged harassment has occurred.

Formal complaints must be written and signed by the Complainant(s), and should set out the following:

 the name of Complainant
 the home phone number of Complainant
 the work phone number of Complainant
 the location where the alleged harassment occurred
 the nature of complaint
 the Respondent (i.e., the alleged harasser's name)
 details of the complaint: describe the incident(s) detailing each party's behaviour, what was said, the date and location of the incident, the circumstances surrounding the incident, the names of any witnesses

objections made known:

74. Have you previously told the Respondent that you object to his/her conduct, comments or displays? If so, please detail.
75. Have you previously told an appropriate person in authority about your concerns? If so, please detail.

76. Have you reported the details of the incident to anyone else?
If so, please detail.
consent to authorize the release of information about the complaint to the Respondent so that he or she is afforded fundamental justice (i.e., the opportunity to make full answer and defence)

Any person receiving a formal complaint, *shall* immediately report the complaint to the Chief or his/her designate.

Investigation of the complaint shall be facilitated by the Chief or his/her designate immediately upon receipt of the complaint. Such facilitation may include:

contracting out the investigation;
appointment of an Out-of Scope staff member / Band member to conduct the investigation;
investigation by a Councillor him/herself.

IT IS EXPECTED THAT ALL INVESTIGATIONS WILL ADHERE TO THE PRINCIPLES OF NATURAL JUSTICE. EMBODIED IN THE CONCEPT OF NATURAL JUSTICE ARE THE PRINCIPLES OF OPENNESS, FAIRNESS AND IMPARTIALITY.

Absence of Formal Harassment or Sexual Harassment Complaint In the absence of a formal harassment or sexual harassment complaint having been filed, but where, in the opinion of the Chief or Personnel/Finance Manager,

events have created an intimidating or hostile work environment;
managerial initiatives have hitherto proven ineffective; *or*
informal dispute resolution mechanisms, mediation and investigation appear inappropriate because of time-sensitive issues

the Chief or his/her designate should take whatever interim measures are deemed appropriate. These interim measures shall not usurp the dispute resolution process, but shall be implemented to ensure the immediate integrity of the health and safety of Employees in the workplace [and to avoid liability to the Band as Employer].

13.8 ACCESS TO OTHER PROCEEDINGS

Nothing in the Band's Employment policy should be construed as preventing the Complainant from dealing with an incident of harassment or sexual harassment by:

filing a complaint under *The Saskatchewan Human Rights Code*, which provides in sections 9 and 16 that persons shall not be discriminated against in business or employment;
filing a complaint with an Occupational Health Officer pursuant to *the Occupational Health and Safety Act, 1993* which provides, in section 3, that the Employer shall ensure so far as is reasonably practicable that employees are not exposed to harassment;

reporting the incident to the police or other authorities if circumstances warrant;
taking any other steps available under any other statute of law.

13.9 CORRECTIVE ACTION

Where harassment or sexual harassment has been substantiated, the Band as Employer should take appropriate corrective action to resolve the complaint which may include compensation to the Complainant for loss of benefits.

If a loss has been incurred by a Complainant, such as demotion or denial of a promotion, the Complainant should be restored to his/her rightful position.

Where harassment or sexual harassment has been substantiated, and where the harasser is an Employee of the Band, the Band shall take appropriate corrective action consistent with the authority vested in it under applicable statutes, laws, contracts or agreement.

13.10 DISCIPLINARY ACTION

An alleged harasser who is deemed to have violated the provisions of any harassment policy should be subject to appropriate disciplinary action. Such disciplinary action may include reinstatement of a probationary period and/or verbal reprimand, written reprimand, suspension or termination.

The factors to be considered in determining the severity of the disciplinary action may include, but need not necessarily be limited to:

the severity of the harassment or sexual harassment;
the persistence of the harassment or sexual harassment [with the same or multiple victims];
whether or not the harasser, by demonstrable action, displays *sincere* rehabilitative potential and some desire to change his/her behaviour.

Under normal circumstances, if a work transfer is recommended, the harasser will be transferred, *not* the Complainant.

If harassment or sexual harassment has occurred, it should be documented in the harasser's personnel file along with an anecdotal record about the disciplinary actions taken.

13.11 RETALIATION

If any retaliation is shown to have occurred, further disciplinary action should take place.

13.11 COMPLAINTS MADE IN GOOD FAITH

Disciplinary action will not be taken against an Employee whose complaint of harassment or sexual harassment has not been substantiated provided such complaint was made in good faith. However, *malicious or frivolous complaints of harassment or sexual harassment will be viewed as serious offences by the Employer*. Malicious or frivolous complaints that are without any

factual foundation will result in disciplinary action against the Complainant and will be documented in the Complainant's personnel file.

13.12 CONFIDENTIALITY / PRIVACY

Receipt of a complaint should be held in strictest confidence.

The Band as Employer will not disclose the name of the Complainant or an alleged harasser or provide any details related to the complaint to any person except where such disclosure is necessary.

for the purpose of investigating the complaint;
for the purpose of taking corrective or disciplinary action with respect to
the complaint; *or*
unless required by law.

CHAPTER 14: REVISION TO THIS PERSONNEL MANUAL

14.1 ANNUAL REVIEW OF THE PERSONNEL MANUAL

The PBCN Personnel Manual *shall* be reviewed annually by the Chief and Council.

All proposed amendments/suggestions made by Employees *shall* be sent to the Personnel/Finance Manager . The Personnel/Finance Manager *shall* be responsible to submit all proposed amendments to the Chief and Council for discussion. Once a consensus has been reached, proposed amendments *shall* be ratified by way of a motion.

SIGNATURES

The PBCN Personnel Manual was reviewed by a quorum of the PBCN Chief and Council on the day(s) of _____, 2002.

The PBCN Personnel Manual is approved by motion # _____ and signed this _____ day of _____, 2002.

Witness to the Chief's Signature

Chief Susan Custer

Witness to the Councillor's Signatures

Fred Ballantyne

Peter A. Beatty

Gertie Budd

David Caribou

Ernest Cook

Adam Eninew

Graham Linklater

Ken McCallum

Elvena McKay-Pearson

George A. Michel

Hector Morin

Robert Ray

Angus Sewap

Clayton Sewap