

LAC LA RONGE INDIAN BAND PERSONNEL POLICY MANUAL



June 1, 2013

La Ronge Internal Council (La Ronge, Hall Lake & Sucker River)

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BAND GOVERNMENT

CHIEF AND BAND COUNCIL

The Chief and Councillors are the elected government of the Lac La Ronge Indian Band. The function of the Chief and Council is to provide good government for the Band including making by-laws, strategic planning and fiscal management.

The Chief and Council have delegated the day-to-day administration of Band programs to the Program Directors. This authority is an inherent right and is administered under the terms and conditions of the *Indian Act*, R.S.C. 1985, c. I-5 as amended from time to time and under various contribution agreements/arrangements negotiated with the Department of Indian and Northern Affairs Canada [INAC] and Health Canada, First Nations and Inuit Health Branch.

BAND ORGANIZATIONAL STRUCTURE

The Lac La Ronge Indian Band Council has developed an organizational structure to facilitate the efficient operation of their programs and to encourage effective communication among Band Employees and between Employees and the general Band population.

To carry out the legislative decisions made by the Chief and Council, a public/civil service has been established with distinct lines drawn between the legislative and executive branches of the Indian government. The Band Council sets policy and procedures and adopts regulations under which the public/civil servants operate to deliver the programs. *The public/civil service is the executive arm and implements LLRIB programs with cooperation from the Chief and Council, the political and legislative arm.* The organizational structure is designed to clarify the different responsibilities and to facilitate sound government.

The Band's public/civil service is headed by an Executive Director who has the overall responsibility for its effective and efficient operation. Each program is under the direction of a Program Director. The Program Directors report to the Executive Director with respect to their particular programs. The Supervisors report to the Program Director.

The Lac La Ronge Indian Band Personnel Policy Manual has been approved by the La Ronge Internal Council for implementation in the communities of La Ronge, Sucker River and Hall Lake. The other Lac La Ronge Band communities of Stanley Mission and Grandmother's Bay are under Self-Administration and may or may not follow this PPM. The community of Little Red River is also Self-Administered but has been mandated, through the Agreement, to follow this PPM.

PROGRAM DELIVERY RESPONSIBILITIES

The Lac La Ronge Indian Band has assumed responsibility for the delivery of a number of programs to its Members. These programs were set up to achieve the objectives outlined in the preceding section. The program responsibilities have evolved and expanded over the past several decades (since the early 70's). Currently, the Band provides services in numerous and diverse occupations, professions and trades in the following areas:

1. Education Training and Employment Department
 - Nursery School to Grade 12 Education Program
 - Post-Secondary Student Support Program
 - Daycare
2. Administration Department
3. Human Resources Department
 - Personnel and Staff Development
 - Payroll

4. Public Works and Housing Department
5. Social Development Department
6. Health Services Department
7. Keethanow Group of Businesses
 - Keethanow Food Supermarket
 - Keethanow Gas Bar
 - Keethanow Lumber and Furniture
 - Keethanow Corner Grocery
 - Keethanow Bingo
 - Sucker River Community Store
 - Hall Lake Gas Bar
8. Indian Child and Family Services Agency, Inc. (ICFS)
9. Kitsaki Management Limited Partnership
10. Sports, Culture, Youth and Recreation
 - Jonas Roberts Memorial Community Centre

The Lac La Ronge Indian Band ["LLRIB"] has undertaken the management and delivery of various programs and services to its members including, but not limited to, social programs, education, public works, housing, administration, and health. This has necessitated the hiring of a large number of band employees. To operate the LLRIB programs effectively and efficiently, it is essential that all employees perform their duties faithfully, industriously, and to the best of their skill, ability, experience and talents. At the same time, LLRIB recognizes that the successful operation of any organization depends on a good working relationship between the employer and the employees. As a result, LLRIB believes in treating its employees with respect and dignity and is committed to providing fair and equitable terms of employment and to providing a safe, harassment-free work place. The Personnel Manual details the policies, rules, and regulations intended to govern all band employees. It is designed to provide a comprehensive description of the policies that affect the day-to-day functioning of the workplace.

APPLICATION

1.1.1 LLRIB Employees

Unless otherwise agreed, all LLRIB employees are subject to the policies, rules and regulations set out in this Personnel Manual or amendments hereto. Where there is a conflict between a term or condition of a contract of employment and the Personnel Manual, the contract term shall apply.

Some Programs and Departments may develop additional policies, rules and regulations that are specific to their Employees. These may be in addition to those set out herein or in substitution thereof. Where there is a conflict between the program-specific policies, rules and regulations and those set out herein, the program-specific term shall apply. Employees will be provided with copies of program-specific policies, rules and regulations at the time of engagement and as they are amended from time to time.

1.1.2 Persons Excluded

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

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

are exempt from these policies, rules and regulations.

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 Program Directors Working Group for resolution. Program Directors Working Group may consult legal or other counsel before rendering an opinion.

INTERPRETATION

In this Manual:

1. "Adverse interest" means documented omissions or commissions of any act(s) that is regarded as being hostile, opposing or antagonistic to the peace, order and good government of the LLRIB or to the well-being and/or security of its members;
2. "Authority" means the right to exercise certain designated powers or the permission to make day-to-day operational decisions which power is delegated or conferred by the Chief and Council;
3. "Band" means the Membership of the Lac la Ronge Indian Band for whose use and benefit in common the LLRIB Reserve Lands have been set apart and certain monies are held by the federal Crown;
4. "Board", "Commission" or "Working Group" means a Board, Commission or Working Group of LLRIB, whose Directors / Members are appointed by the Chief and Council to make policy recommendations to the full Council. No person may sit on a "Board", "Commission" or "Working Group" while they have interests adverse to those of the LLRIB;
5. "Chief and Council" refers to a quorum of the Council of the Lac La Ronge Indian Band elected pursuant to the terms of the *Lac La Ronge Indian Band Election Act*. This group is responsible for making all personnel decisions relating to Senior Management and may be consulted with respect to policy decisions related to such matters as
 - (a) ordinary hours of work;
 - (b) work outside of normal hours;
 - (c) earned days off and days in lieu of overtime;
 - (d) travel (mileage) allowances;
 - (e) accommodation expenses;
 - (f) meal allowances;
 - (g) *per diems*;
 - (h) policies with respect to air and road travel;
 - (i) harassment policies;
 - (j) housing allowances; and
 - (k) public relations with respect to LLRIB or the member communities;
6. "Employee" means an individual engaged by LLRIB, their successors and assigns and all other related [i.e., ICFS] or subsidiary corporations [i.e. KLMP] who is in receipt of or entitled to any remuneration for labour or services rendered by the Employee for the benefit of LLRIB or its Members. For classification of Employees see section 2.2, below;
7. "Employer" means the Lac La Ronge Indian Band as represented by Chief and Council, their agents, successors and assigns;
8. "Executive Director" means the chief of staff of the Lac La Ronge Indian Band who is engaged by the Employer and who serves as a liaison between the Council and the Program Directors and who oversees the overall operation of LLRIB and is responsible for such other duties as may be delegated from time to time by the Chief and Council;
9. "Human Resource Director " means the person engaged by the Employer to administer all human resource matters and provide leadership, direction and supervision of the Personnel Office;
10. "Layoff" means the temporary termination by the Employer of the services of an Employee for any reason;
11. "Lac La Ronge Indian Band" or "LLRIB " means the Lac La Ronge Indian Band as represented by Chief and Council;

12. "Program Directors Working Group" means the Committee established to direct the day-to-day operations of the LLRIB and includes the Executive Director and the Program Directors. The Program Directors Working Group shall be responsible for the overall administration of this Policy Manual and shall be responsible for determining personnel needs based on program delivery requirements and budget constraints, developing job descriptions, determining requisite qualifications or experience, advertising and recruitment, employee interviews and selection, employee classification and placement on competitive salary grids and such other duties as may be delegated from time to time by the Executive Director.
13. "Manual" means this LLRIB Personnel Manual;
14. "Professional Development" means workshops, in-services, conferences, seminars and the like established for the purpose enhancing work-related knowledge or skills.
15. "Program Director" means an individual engaged by the Employer to provide leadership, direction and supervision to the staff of a program as delegated by the Executive Director.
16. "Supervisor" means any individual responsible for supervising 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 and to provide mentorship as necessary, as delegated by the Program Director.

EMPLOYMENT DESIGNATIONS

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

1. "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 on the date their employment commences.
2. "Part-time Employee" means an individual who is employed, on a continuous basis, less than full time 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 on the date their employment commences.
3. "Temporary, Seasonal or Casual Employee" means a qualified individual who is employed for short periods of time on a casual or relief basis to cover staff shortages that 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 and/or Casual Employees *may* purchase Core Benefits [Basic Life, Dependent Life, Basic Accidental Death and Dismemberment effective from the first day of employment; Long Term Disability and Employee Family Assistance after 3 continuous months of service] *if* they work more than fifteen (15) hours per week (annual average) *and* sign an Opt In form. Temporary, Seasonal, and/or Casual Employees who work less than fifteen (15) hours per week (annual average) or Temporary or Casual Employees who work more than fifteen (15) hours per week (annual average) *and* sign an Opt Out Form are not entitled to sick leave, disability leave or pension benefits. 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 (approximately 5.77%) of the total wages earned per pay period. 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., 7.5 hours per day or 37.5 hours per week or 300 hours over an 8 week period in the case of a "Modified Work Week"]. This policy *may* be modified at the discretion of LLRIB.

4. "Definite Term Contract 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 they are offered a subsequent, definite term contract there is no carryover of accumulated benefits. *Each term contract stands alone.* Term Employees who work more than fifteen (15) hours per week (annual average) are required to join the Employee Benefit Plan on the date their employment commences.

GENERAL EMPLOYMENT TERMS

In this Manual,

1. "Allowance" means compensation payable for certain designated purposes, as determined from time to time by the Program Directors Working Group and includes, but is not limited to the following: travel (mileage), meal and accommodation allowances.
2. "Common-law Partner" in relation to an individual, means a person who is cohabiting with the individual in a conjugal relationship, having so co-habited for a period of at least one year.
3. "Conditions of Employment" means the written contract or agreement executed by both the Employer and the Employee setting out the terms and conditions of employment and may be evidenced by a Contract or a Letter of Offer.
4. "Core Benefits" include Basic Life, Dependent Life, Basic Accidental Death and Dismemberment effective from the first day of employment and Long Term Disability and Employee Family Assistance after 3 continuous months of service. Temporary and/or Casual Employees *may* purchase Core Benefits [Basic Life, Dependent Life, Basic Accidental Death and Dismemberment effective from the first day of employment; Long Term Disability and Employee Family Assistance after 3 continuous months of service] *if* they work more than fifteen (15) hours per week (annual average) *and* sign an Opt In form. Temporary, Seasonal, and/or Casual Employees who work less than fifteen (15) hours per week (annual average) or Temporary or Casual Employees who work more than fifteen (15) hours per week (annual average) *and* sign an Opt Out Form are not entitled to sick leave, disability leave or pension benefits.
5. "Day" is any period of twenty-four (24) consecutive hours.
6. "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.
7. "Discontinuance of Function" means that an Employee position has been eliminated for economic reasons [i.e., lack of funds or because of decreased funding], for reasons of redundancy or lack of work or as a result of re-organization or restructuring within the organization and/or a concurrent change in work assignments.
8. "Extended Family" shall include:
 - (a) aunts [i.e. the sister of the Employee's mother or father];
 - (b) uncles [i.e. the brother of the Employee's mother or father];
 - (c) nieces and nephews;
 - (d) in-laws [brothers or sisters-in-law only]
9. "Fiscal Year" means the period of twelve (12) consecutive months chosen by LLRIB as the accounting period for the operation of its programs and generally refers to the period commencing April 1st of one year and ending on March 31st of the year following.
10. "General Holidays" are special days, designated by Chief and Council, on which employees, are entitled to a day off with pay. These holidays include the following:
 - (a) Family Day (February)
 - (b) Chief James Roberts Day (February)
 - (c) Easter Monday (March/April)
 - (d) Treaty Day (May)
 - (e) National Aboriginal Day (June)

(f) Saskatchewan Day (August)
(g) First Nations Unity Day (November)
and such gifted days as LLRIB has agreed to observe or directed to be observed from time to time.

11. "Gifted Days" mean any day which LLRIB has agreed to observe or directed to be observed as a General Holiday.
12. "Immediate Family" shall include
(a) the employee's spouse or common-law partner, including same-sex partners;
(b) the employee's father and mother (natural or adopted) and the spouse or common-law partner of the employee's father and mother;
(c) the employee's children (natural or adopted) and the children of the employee's spouse or common-law partner (natural or adopted);
(d) the employee's grandchildren;
(e) the employee's brothers and sisters (including natural, step or adopted);
(f) the grandfather and grandmother of the employee;
(g) the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father and mother; and
(h) any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.
For the purposes of this manual, adopted shall include custom and legal adoptions.
13. "Leave of Absence" means a temporary absence from employment or duties with the permission of LLRIB [*cf* job abandonment]. Leaves of Absence *may* be granted with or without pay depending on their purpose.
14. "Ordinary Hours of Work" means the period of time during which an Employee ordinarily works for LLRIB.
15. "Overtime" means hours worked in excess of the standard hours [7.5 hours in a day and 37.5 hours in a week]. In an averaging situation, standard hours are determined by averaging the working hours of the Employees in a particular department or program over a selected period of eight (8) weeks. Standard hours are determined by multiplying the number of weeks in the averaging period by thirty-seven point [i.e., 8 weeks x 37.5 hours/week = 300 hours]. Overtime applies after the standard hours in the averaging period of the particular department or program. The standard hours are reduced by 37.5 hours for 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.
16. "Pay" means remuneration in any form.
17. "Pay Period" means the period of employment established by LLRIB for the computation of wages.
18. "Public Holidays" means a Statutory Holiday agreed to be observed or directed to be observed as a public holiday by LLRIB and includes the following:
- | | | |
|-----|------------------|---------------------------------------|
| (a) | New Year's Day | (January 1) |
| (b) | Good Friday | (March/April) |
| (c) | Victoria Day | (May) |
| (d) | Canada Day | (July 1) |
| (e) | Labour Day | (1 st Monday in September) |
| (f) | Thanksgiving Day | (2 nd Monday in October) |
| (g) | Remembrance Day | (November 11) |
| (h) | Christmas Day | (December 25) |
| (i) | Boxing Day | (December 26) |
19. "Qualified Medical Practitioner" means a person who is entitled to practise medicine under the laws of a province.

20. "Traditional Healing" means treating the mind, body and spirit. Traditional Healing aims to restore balance. Ceremony and the power of faith and belief are important parts of Traditional Healing.
21. "Traditional Healer" – means a person who practises traditional healing, He/she is recognized by the community and has learned to use the gift of traditional spirituality and plant medicines from Mother Earth to diagnose and treat patients.
22. "Security Clearance" Employees are required to sign a declaration about their criminal history and 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.
23. "Sick Leave" means the period of time an Employee is absent from work by virtue of being sick or disabled by injury or where he/she is absent to attend his/her own medical and/or dental appointment.
24. "Spouse" means
- (a) the wife or husband of a person; or
 - (b) a person with whom that person cohabits and has cohabited continuously for a period of not less [i.e., common law spouse, same sex couples];
 - (c) who is in a relationship of some permanence, if they are the parents of a child
25. "Dependant", in the case of Leaves, Chapter 6, dependant means a person who depends on another person for support, aid or sustenance. This may include the employee's spouse if the spouse is disabled and requires physical assistance. Or any unmarried child of the employee and/or the employee's spouse, including any step-child, adopted child or foster child:
- From birth to 21 years of age; or
 - 21 years of age but under age 25 who is a registered student in full-time attendance at a university or similar institute of learning and is fully dependent on the insured employee for support;
 - A child who attains the limiting age who:
 1. is incapable of supporting himself due to physical or mental disability,
 2. is dependent on the Employee for support and maintenance and
 3. is not married nor in any other formal union recognized by law is deemed to continue to be a Child for as long as these three conditions exist.
- 26.
27. "Statutory Holidays" means New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.
28. "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:
- (a) sums deducted from such remuneration for any purpose whatsoever;
 - (b) remuneration in respect of overtime work that the Employee performs for the Employer during that period of employment; and
 - (c) remuneration in respect of any annual or special holiday that the Employer allows the Employee to take during that period of employment.
29. "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.
30. "Week" means the period between midnight on Saturday and midnight on the immediately following Saturday.
31. "Work Site" includes all LLRIB offices and may include such other places as *may* be designated by the Program Director from time to time.

32. "Year of Employment" means the period beginning on the date the Employee is hired and/ or any anniversary of that date, and ending twelve (12) months later. *An Employee must accumulate annual leave credits to be entitled to 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.

3.1 WORKING HOURS**3.1.1 Ordinary Hours of Work**

Unless otherwise agreed and *depending on the Program*:

- (a) full-time hours *shall* be the hours established by the Employer to meet program needs and *shall* ordinarily consist of thirty-seven point five (37.5) hours, Monday to Friday, during which the Employee is expected to be at work and/or at the Employer's disposal.
- (b) the regular work day *shall* ordinarily be from 8:00 am to 4:30 pm with a lunch break from 12:00 am to 1:00 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.
- (c) All employees must participate in the automated attendance tracking system that logs the time of arrival and departure at the workplace. This information must be reviewed by the supervisor, attached to the timesheet and reflected in the payroll records.

3.1.2 Exceptions to Ordinary Hours of Work

The Program Director *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 (3) 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 consecutive hours in a work day 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, one in the morning and one in the afternoon. The Program Director *may* specify the times when Employees take their breaks [i.e., lunch and/or rest/nutrition breaks] if program delivery necessitates the same.

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.

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

1. has been authorized in writing in advance by the Employee's Supervisor; or
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* (a natural or unavoidable disaster that disrupts the course of events including fires, floods, power outages, severe blizzards, plagues, etc.) or act of God; or
3. is justified pursuant to the terms of this Manual.

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

From time to time, Employees *may* be required to attend designated conferences, workshops, training seminars or meetings. Failure on the part of the Employee to attend such conferences, workshops, training seminars or meetings, in whole or in part as required, without prior written notice and permission *shall* be considered an unexcused absence, and *shall* result in loss of pay and/or disciplinary action. Employees requesting to attend conferences or training seminars must travel to and from the conference on their own time, unless otherwise approved by his/her supervisor and program director. Overtime or time off in lieu cannot be claimed when an employee is attending a conference or training seminar.

3.2.2 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 in consultation with the Personnel Payroll Office, be grounds for disciplinary action. Any unexcused lateness *shall* result in dockage of pay.

3.2.4 Office Closure Due to Natural Disasters and Power Outages

In the event of unforeseen natural disasters (fires and deep freezes), the Executive Director and/or Program Directors shall use discretion when granting work off with pay for Employees. Employees who are not engaged in work-related duties at the time shall not be granted pay. **Annual Leave, Sick Leave, TOIL or EDO's will not be restored.**

In the event of unforeseen potential and unavoidable failures such as power outages where there is confirmation by the local utility company that power failure should exceed one hour in length, the Executive Director and/or Program Directors shall use discretion when granting the remaining hours of work off with pay for Employees. Employees who are not engaged in work-related duties at the time shall not be granted pay. **Annual Leave, Sick Leave, TOIL or EDO's will not be restored.**

No adjustments or changes will be allowed to leave time occurring during an unscheduled office closure.

3.3 ABSENCE CLASSIFICATION 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:

1. *personally* call his or her Immediate Supervisor as soon as possible, and no later than one (1) hour after the Employee was to have reported to work;
2. explain his or her reason(s) for not reporting on time or at all;
3. advise his or her Supervisor when they expect to return to work; and
4. provide such documentation with respect to the absence/tardiness as the Employer *may* require.

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.

3.3.2 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 requested 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 Human Resources Officer or his/her designate 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 Program Director *shall* determine whether the leave is with or without pay.

3.3.3 Responsibilities of the Immediate Supervisor

The Immediate Supervisor *shall*

1. ensure that the Employees under his/her direction understand the attendance policies;
2. ensure the accurate completion of the Time Sheet;
3. monitor the attendance records and note any frequent or persistent absence or tardiness and attempt to resolve the same before the following reporting period and report the same to the Human Resources Office, when disciplinary action is required
4. discuss absenteeism 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. ensure that all medical or personal information remains confidential;
7. address problems created by Employee shortages in the workplace; and
8. perform all duties necessary or incidental to their job description and/or as assigned by the Employer or their designate from time to time.

3.3.4 Unauthorized Absences

No Employee *shall* be paid for any unauthorized absence. 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.

3.4 ABANDONMENT

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

3.5.1 Earned Days Off for Management Staff

For the purpose of this Section, "Management" Employees *shall* include the Executive Director and the Program Directors and such other persons as the Program Directors Working Group *may* designate from time to time.

The following procedures *shall* apply regarding *Earned Days Off* [EDOs] for Management:

1. Management Employees are asked to model effective time management and are ordinarily expected to complete work assignments during the regular working hours.
2. Management Employees will be given one (1) day off per month as an EDO in recognition of their work outside regular work hours. All EDOs must be used before the end of the fiscal year or they will be forfeited. *EDOs will not be paid out in any circumstances.*

3. Management Employees are encouraged to expend EDOs as soon as reasonably possible. Unless otherwise agreed, Management Employees are required to provide written notice to the Executive Director *at least* seventy-two (72) hours prior to taking EDOs. In the case of the Executive Director, he/she is required to provide written notice to the Chief at least seventy-two (72) hours prior to taking an EDO(s).
4. *Management Employees who earn EDOs are not also entitled to TOIL*

3.5.2 Overtime for Non-Management Employees

Unless otherwise agreed, the following procedures shall apply regarding overtime for all non-management staff:

1. Non-management Employees will be given time off in lieu [TOIL] of any overtime worked. Employees must exhaust all TOIL credits on or before March 31 of each fiscal year, unless otherwise agreed by their Program Director.
2. All overtime must be approved in advance and in writing by the Employee's Immediate Supervisor.
3. All records of overtime should be submitted to the Payroll Office and must include what overtime has been accumulated, why it was necessary to work overtime and what overtime credits have been used.
4. Overtime credits are ordinarily equivalent to 1.5 times the actual overtime worked. Overtime on Public Holidays is equivalent to 2.5 times the actual overtime worked. Accumulated overtime can only be used as TOIL.
5. Non-management Employees are encouraged to expend TOIL as soon as reasonably possible. Unless otherwise agreed, non-management Employees are required to provide written notice to their Immediate Supervisor *at least* seventy-two (72) hours prior to taking TOIL.
6. Non-management Employees that are called back to work on a "Call Out" shall be paid the equivalent of three hours of work at the employee's regular rate of wages, whether or not the employee is asked to do any work after so reporting.

3.6 PUBLIC HOLIDAY PAY

3.6.1 Public Holidays

Employees are entitled to sixteen (16) paid Public holidays each year.

Nine (9) of the Public Holidays are Statutory Holidays. These are New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

In addition, the following seven (7) General Holidays are observed by the LLRIB: Chief James Roberts Day, Family Day (February), Easter Monday, Treaty Day (May), National Aboriginal Day (June), Saskatchewan Day (August) and First Nations Unity Day (November).

3.6.2 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 working regular day following, a Public Holiday; OR

4. has worked for less than fifteen (15) days in the month prior to the Public Holiday;

is *not* entitled to Public Holiday pay.

3.6.3 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, LLRIB will pay the Employee, for that day, Public Holiday Pay that is equal to the regular wage of the Employee.

3.6.4 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.

3.6.5 Working on a Public Holiday during the Work Week

If an Employee is required to work on a Public Holiday, the Employer will pay the Employee:

1. In addition to their regular rate of wages for that day, at a rate equal to one and a half times the regular rate of wages for the time worked on that day. (The amount of wages calculated at a rate that is two and a half (2.5) times the Employee's regular rate of wages), OR

one (1) day of paid holiday, within the next three (3) months, on a day that would normally be a working day for the Employee, AND the amount of wages calculated at a rate this is one and a half (1.5) times the Employee's regular rate of wages for the hours that the Employee works on the Public Holiday.

3.6.6 Public Holiday during Annual Leave

Where an Employee takes an annual holiday during the four (4) weeks immediately preceding a Public 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 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.

3.7 GENERAL HOLIDAYS

3.7.1 General Holidays

Employees are entitled to seven (7) paid General holidays each year.

General Holidays include Family Day, (3rd Monday in February) Chief James Roberts Day (3rd Tuesday in February), Easter Monday, Treaty Day (varies), National Aboriginal Day (June), Saskatchewan Day (August) and First Nations Unity Day (November).

3.7.2 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 for less than fifteen (15) days in the month prior to the General Holiday;

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

3.7.3 General Holiday on a Working Day

If a General Holiday falls on a day that would be 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.

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

3.7.5 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

1. the period of that annual holiday *shall* be increased by one (1) working day in respect of each such General 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 General Holiday.

3.8 ACTING PAY

1. 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. In the case of Public Works and Housing where crucial decisions have to be made daily, an employee who is required to perform the duties of a higher paid position on an acting or interim basis for a period of one (1) working day 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.
2. The length of time of the acting or interim assignment will be at the discretion of the Executive Director or the Program Director.
3. In all such cases, the Human Resource Director or his/her designate shall ensure that documentation of the temporary appointment is placed on the Employee's Personnel File.

4.1 TIME SHEET

Employees are responsible for ensuring that their time sheets are properly and accurately completed and submitted to their Immediate Supervisor for approval.

1. Each employee shall complete and sign their own bi-weekly time sheet for each pay period accurately reporting their hours of work, any overtime worked, any leave taken, and/or whether any leave has been authorized, etc.
2. The Immediate Supervisor is responsible for reviewing the Employee's time sheet and either:
 - (a) approving and signing the time sheet; or,
 - (b) 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.
4. The supervisor must review the information from the automated attendance tracking system to verify the timesheet that has been submitted by the Employee. Supervisors must use this information to implement Chapter 3: Hours of Work.
5. Copies of an Employee's time sheets will be kept on the Employee's payroll file

4.2 CHEQUES

Pay cheques will either be:

1. deposited by electronic fund transfer [EFT] to an account designated by the Employee; or
2. held by the Employer to be picked up by the Employee at the point of issue; or
3. delivered to the Employee's last known place of residence through 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 Human Resource Office. However, all full-time employees will be required to open a bank account for the purpose of payroll deposits through electronic fund transfer (EFT).

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.

4.3 PAY SCHEDULE

Subject to the terms and conditions set out herein and in consideration of the services rendered by the Employee, LLRIB *shall* pay or cause to be paid all wages and benefits to which the Employee is entitled in twenty-six (26) regular instalments, in arrears, in accordance with the Employer's usual paying

practices, but not less frequently than every two weeks, for services are actually rendered. Allowances *shall* be paid when sufficient and appropriate documentation has been submitted to the Payroll Office.

may

4.4 PAY PERIOD

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

4.5 EARLY DISBURSEMENT OF PAY CHEQUES

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

In extraordinary circumstances, and upon the written request of an Employee, the Human Resources Director 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.

All requests for Early Disbursement of Cheques must be submitted to the Human resource Officer for approval by Fridays at 4:30 p.m. for changes to be released the following week.

In extraordinary circumstances, and upon the written request of the Human Resource Officer, the Executive Director *may* authorize the early release of a pay cheque *for amounts already earned and properly documented*.

“Extraordinary Circumstance” shall be defined by any of the following:

- Annual Leave
- Pressing Necessity
- Compassionate Leave
- Bereavement Leave
- Graduation Leave

4.6 DEDUCTIONS FROM PAY CHEQUES

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

1. required to make pursuant to Federal or Provincial law or prescribed by government act or regulation;
2. authorized or directed to make by a Judgment or Order of the Court;

authorized by agreement with, or the consent of, the Employee [i.e., Voluntary Assignment of Wages].

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 installments. If the over-payment was due to a false or fraudulent claim submitted by the Employee or his/her failure to report and remit monies received from other sources [i.e., double-dipping] it shall be immediately due and payable. In addition, the Employee may be subject to disciplinary action.

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

4.7 PAYMENT OF WAGES AT 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) calendar 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 [i.e., the Employer and the Employee].

5.1 AFFIRMATIVE ACTION

It is the policy of LLRIB to hire First Nation 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 persons belonging to the Band can be found to fill a position, other 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 of visible minorities.

5.1.1 Closed Competition

A competition that is restricted to band members and permanent Employees of LLRIB is referred to as a Closed Competition. This type of competition is held when it is likely that qualified individuals from the First Nation or within the organization will apply. Notice of such competition will be posted at all LLRIB offices. The notice shall make reference to job summary, minimum qualifications, salary and closing date for applications.

5.1.2 Open Competition

External recruitment may be justified in certain circumstances such as when it is unlikely that a sufficient number of qualified applicants from within the LLRIB District are available or when a closed competition has been unsuccessful. The Human Resource Director or his/her designate will provide notice in writing to all First Nations, and may advertise locally, provincially, or nationally that the position is open for competition.

5.2 COMPETITION PROCEDURES

5.2.1 Advertisement

When a Program Director has determined that there is a vacancy or new position has been created, he/she will provide written direction to the Human Resource Office for the posting of the position. Once the Program Director has decided to fill a vacancy by Open Competition, the vacancy will be posted in all First Nation offices, and in such local, provincial and national newspapers, television and radio stations as may be deemed necessary in the circumstances.

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

1. the job title and work site location;
2. the nature and duration of the position;
3. the name and address of the Human Resource Director or his/her designate 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
6. the closing date of the competition;

7. any conditions for application ; and
8. The names, addresses and phone numbers of at least three (3) professional references must be provided with the application, including one from the most recent/current Supervisor.

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, the Human Resource Officer will review the applications. The Human Resource Officer or his/her designate will record the phone number and names of all persons who have applied on a form developed for that purpose. The Human Resource Officer or his/her designate will use a checklist developed for that purpose to indicate which of the attachments specified in 5.2.1 are included with the applications. He/she will sign the forms and certify their accuracy.
4. The checklist and applications with attachments will be made available to the Interview/Selection Committee at the time of the Interviews.

5.2.3 Cancellation of Competition

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

Candidates who have submitted Criminal Record Checks during the recruitment period and prior to the cancellation date shall be reimbursed for expenses incurred for the Criminal Record Checks.

5.3 INTERVIEW/SELECTION COMMITTEE

5.3.1 Constitution of the Committee

Recruitment of Program Directors shall be done by the Chief and Internal Council and Program Directors .

All other recommendations for recruitment shall be made by a hiring Committee which may consist of the following; (2) related department staff (in the case of field positions), (1) Board representative , (1) portfolio councillor (ex-officio, non-voting) and human resource Director or his/her designate (non-voting). Their selection shall be forwarded to the Chief and Internal Council for their information. .

5.3.2 Conflict of Interest

In order to avoid allegations of bias or the apprehension of bias, and/or conflict of interest and/or corrupt practice, no person *may* be a member of the Interview/Selection Committee nor participate in any discussion or vote with respect to the same if the said person,

1. is an immediate family member of any of the Applicants;
2. has applied for the position themselves;
3. is a reference for the applicant, or
4. is a business partner or close family friend of any of the Applicants.

5.3.3 The Short List/Screening

Applications will be reviewed and short listed by the Program Director or his/her designate, the Human Resource Director or his/her designate, and . in the case of field positions, the respective program supervisor or his/her designate.

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 Human Resource Director or his/her designate *shall* be responsible for conducting all authorized reference checks and obtaining the applicant's criminal record checks. The reference and criminal record checks will be completed by the Human Resource Office prior to any Offer of Employment.
2. the Human Resource Director or his/her designate *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 and money in the selection and interview process. The screening guide must be developed by the Human Resource Office and utilized by the screening committee.

5.3.4 Notice of Rejection

The Human Resource Director or his/her designate will not send letters to Applicants who were not short-listed. Unsuccessful Applicants will be responsible for contacting the Human Resource Officer or his/her designate 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 Human Resource Director or his/her designate shall schedule interviews by means of a letter and a telephone call to each Candidate. Candidates shall be asked to confirm their intention to attend at the appointed time and place. In extraordinary circumstances, the Interview/Selection Committee *may* conduct interviews by video conferencing if no arrangement can be made for a face-to-face meeting.

Candidates will be given a 15-minute grace period to appear before the Interview/Selection Committee. In the event a candidate does not appear within the set time frame, the interviewee shall not be granted an interview.

5.3.6 Impartiality & Objectivity

The Interview/Selection Committee *shall* conduct interviews in an impartial and objective manner. They will individually and collectively rate each Candidate 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 Program Director 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. The Human Resource Director *shall* submit recommendations to hire or consider other alternatives to the Program Director, on behalf of the Interview/Selection Committee. The Human Resource Director shall inform the Lac La Ronge Indian Band Internal Council of all Appointments at the regular Internal Council Meetings.

5.3.7 Notice to Unsuccessful Candidates

The Human Resource Office will not notify unsuccessful Candidates. Unsuccessful Candidates will be responsible for contacting the Human Resource Officer if they want their application considered for subsequent job postings.

5.3.8 Letter of Offer / Contract

The Human Resource Officer 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 and verification of training or experience. , satisfactory medical examination, 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 he/she/they refuse the offer or if the parties are unable to reach an agreement on the terms and conditions of employment, the Interview/Selection Committee *shall* consider the following options:

1. repeat the recruitment process after a review of the job posting;
2. cancel the competition;
3. select an alternative 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” or “interim” 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 including criminal record check or physical examination by a qualified medical practitioner.

5.4 APPOINTMENTS

All appointments *shall* be reported to the Chief and Council for their information.

5.5 PROBATIONARY PERIOD

Except for the Executive Director, newly hired employees, as well as employees who are internally promoted or transferred to a new job, must serve a probationary period of six (6) months.

5.5.1 Procedures

1. The purpose of a probationary period is to:
 - (a) Provide employees with the opportunity to become oriented to the new position and environment;
 - (b) Provide employees with adequate opportunity to determine whether they are suitable for the new position and wish to continue employment; and,
 - (c) Provide the Employer with the adequate opportunity to assess the ability and overall suitability of employees who are new to a position.

2. At any time during the six-month probationary period, and subject to any applicable employment standards legislation (Canada Labour Code), the Employer may terminate employment of new hires without any notice or pay in lieu thereof within three consecutive months from date of hire.
3. Any leaves of absence or combination of leaves of absence in excess of five working days taken during the probationary period extends completion of the probationary period by an equal period of time.
4. During the probationary period the employee's performance will be monitored and they will be informed of any issues or concerns regarding their performance. Performance evaluations may be rendered at any time during the probationary period as a guide to the development of the employee, or as notice of needed improvement in performance. The supervisor responsible for conducting the performance evaluation shall insure that evaluations are carried out in a timely fashion.
5. Performance evaluations of probationary employees shall be signed by both the employee and the Supervisor, then submitted to the relevant Senior Manager and Human Resource Officer. A copy of the evaluation will also be provided to the employee.
6. A performance evaluation, including recommendations concerning the continued employment of a new employee, must be completed by the employee's Supervisor at least two weeks prior to the expiry of the probationary period and submitted to the Senior Manager and Human Resource Director. After completion of the performance evaluation, the Supervisor and Senior Manager will decide whether to change the employee from probationary to regular status; or, terminate the probationary employee's employment Without Cause as per Canada Labour Code.
7. The Supervisor will advise the employee in writing of their change of status. A copy of the correspondence will be provided to Human Resources.

5.6 TRANSFER AND PROMOTION

LLRIB reserves the right to transfer or promote current permanent Employees on an "acting" or "interim" basis when, in the opinion of the Program Director and the Human Resources Director, such transfer or promotion is in the best interests of LLRIB, is expedient and/or necessary to meet program needs while the position is advertised. 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 proposed transfer or promotion.
2. The Employee(s) *shall* suffer no loss in salary merely as a result of transfer. However, if his/her assignment, duties and responsibilities and/or reporting arrangements change as a result of a promotion, there *may* be a concurrent change in remuneration.
3. The Employee(s) *shall* be advised in writing of any transfer or promotion. The letter *shall* state the effective date of such transfer 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 transfer or promotion.
5. Any Employee who has been notified of their pending transfer or promotion *shall* have the right to appeal the decision to the Program Directors Working Group, according to the procedure set out herein.

5.6.1 Probationary Period in the Case of Transfer or Promotion

Employees who are transferred or 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, and provide notice and/or severance in accordance with the law. In such instances, existing employees promoted or transferred to

a new job will be given the opportunity to return to the position they previously held, without any loss of benefits or seniority. If their previous position is no longer available, they will be given notice and/or severance pay in accordance with the law.

If before the expiry of the probationary period, an 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.

5.7 TEMPORARY APPOINTMENT

The Program Director, in consultation with the Executive Director and Human Resource Director, **may** jointly appoint current Employees to fill any unfilled positions on a temporary basis for a period not to exceed twelve (12) weeks or three (3) months. The terms of the temporary appointment **shall** be included in a formal written offer.

5.8 SECONDMENT

The Program Director, in consultation with the Executive Director and Human Resource Director, **may** approve the secondment of an Employee from/to another program, department, affiliate, agency or organization. A written agreement will be arranged with the program, department, affiliate, agency or organization 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 3.8.

5.10 HIRING PROVISIONS

5.10.1 Oath of Confidentiality

As a condition of employment, *all* LLRIB 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 LLRIB 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 LLRIB, and/or other LLRIB agencies, departments and affiliated organizations, including Member Communities that may be revealed to me by reason of my employment.

5.10.2 Security Clearance

All potential Employees of LLRIB, 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 Human Resources Office 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 CPIC check immediately following the interview.

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

Employees with criminal records are encouraged to apply for pardons as soon as they are eligible. Pardon kits are available at the Provincial Court and/or through the Personnel Office.

5.10.3 Orientation

1. An orientation program *shall* be conducted for all Employees beginning a new job within LLRIB. The primary purpose of orientation is to familiarize Employees with LLRIB policies and procedures. It is in the best interests of the organization for Supervisors to ensure that new Employees receive a thorough orientation.,
2. The Human Resource Director or his/her designate will be responsible for providing an Orientation to include the following
 - (a) acquainting the new Employee with LLRIB's goals, mission statements, and overall organizational structure;
 - (b) explaining how his/her position fits into the overall organizational structure and lines of communication;;
 - (c) reviewing the Personnel Policy Manual, terms and conditions of employment, and relevant legislation, and;
 - (d) reviewing benefits including salary, group insurance, group pension, annual leave, sick leave, etc. and any eligibility periods.

The immediate supervisor shall be responsible for providing an Orientation to include the following:

- (a) taking the new Employee on a tour of the work site, and introducing them to other staff members;
 - (b) explaining his/her specific duties and responsibilities and the lines of authority at the work site. The Employee will be given a through overview of his/her job description, responsibilities, and the lines of communication and supervision, 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, the person(s) to whom they report, the person(s) to whom they direct questions or concerns, etc.].
 - (c) discussing LLRIB's expectations in terms of work ethic [i.e., attendance, late policy, attitude, reliability, initiative, maturity and personal appearance]
3. The following items *shall* be given to new Employees by the Human Resource Office/ Payroll as soon as possible after hiring:
 - (a) the Contract of Employment and attached Schedules, if any [including, but not limited to, the salary grid, job description, Oath of Confidentiality, a Declaration with respect to any Criminal Record, an Adherence to Local Bylaws, if any];
 - (b) CCRA Tax Forms - TD1;
 - (c) Group Insurance and Pension Application and Beneficiary Forms; and
 - (d) a copy of the Personnel Manual;
 - (e) a copy of relevant legislation;
 - (f) a copy of necessary or incidental procedures and protocols.

4. The Immediate Supervisor will be responsible for advising the new Employee how/where to access to subsequent information about job related procedures [i.e., memos, procedure manuals, forms] or for pointing out who they should consult if they have questions or concerns.
5. The Immediate Supervisor *shall* review LLRIB policies and procedures with the new Employee.
6. The Immediate Supervisor shall be responsible for providing any on the job training that may be required to operate on-site equipment.
7. The Immediate Supervisor shall be responsible for providing Employees with such additional information about the job or LLRIB 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.
8. The following will be reviewed by the Human Resource Officer as soon as possible after hiring to ensure completeness and accuracy:
 - (a) the Application with attached curriculum vitae / 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];
 - (b) the Letter of Offer with the Employee's acceptance endorsed thereon and/or Contract of Employment [an original signed copy is to be kept on the Personnel file];
 - (c) Canada Customs and Revenue Agency - TD1 form showing income tax, if any, payable [a photocopy is to be kept on the Personnel file];
 - (d) the Group Insurance Application Form designating one or more Beneficiaries [a photocopy is to be kept on the Personnel file];
 - (e) the Group Pension Application Form designating one or more Beneficiaries [a photocopy is to be kept on the Personnel file];
 - (f) the Employee's starting salary showing their placement on the Salary Grid - credit will only be given for *related* experience and *relevant training* [an original is to be kept on the Personnel file, cc to be sent to Employee];
 - (g) the signed *Oath of Confidentiality* [a signed original is to be kept on the Personnel file];
 - (h) a signed declaration with respect to their criminal record [a signed original is to be kept on the Personnel file];
 - (i) a signed adherence to Band By-Laws and Prohibitions, if applicable, [a signed original is to be kept on the Personnel file];
 - (j) a satisfactory Security [CPIC] Check [a signed original is 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
 - (k) an Occupational Health and Safety Checklist [a photocopy is to be kept on the Personnel file; cc is to be sent to the Employee].
9. Copies of all forms must be sent to the Human Resource Director or his/her designate and kept on the Employee's personnel file. Access to the Personnel Files are limited to the Human Resources Director or his/her designate, the Program Directors , their solicitor, any persons charged with human resource and/or finance responsibilities and the Employee.

5.11 SALARY

5.11.1 Salary Grid

All payments are on a pro-rated basis from the date of hire within the fiscal year.

LLRIB **shall** adhere to the salary grid(s) adopted by Program Directors Working Group where it concerns the wages, salaries, pay, or any other compensation for labour, personal or professional 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.**

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 Human Resource Director and/or the Employee's Supervisor that they 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 approval by the Program Directors Working Group and ratification by Chief and Council. **The decision of Chief and Council shall be final and binding.**

5.11.3 New Classifications / Revisions

1. If a new non-Management position is created or if the job duties are substantially or fundamentally changed, the Human Resource Director in conjunction with the Program Directors Working Group **shall** approve an appropriate salary range and grid for the new position.
2. In the case of new Management positions, the Program Directors Working Group **shall** make a recommendation to the Chief and Council who shall approve an appropriate salary range and grid for the new position.

5.11.4 Increments & Increment Dates

Subject always to availability of sufficient funding, annual increments **may** be awarded annually on the Employee's anniversary date. Increments may be awarded based on a successful performance review and recommendation from the immediate supervisor for an increment.

5.11.5 Cost of Living Increases

From time to time and subject always to availability of sufficient funding the Chief and Council **may** approve a cost of living increase for all Employees.

5.12 BENEFITS

All benefits are on a pro-rated basis from the date of hire within the fiscal year.

5.12.1 Housing Allowance

1. A Housing Allowance will be added to the Employee's base salary if the Employee is living in their own home or is paying rent on a unit where the rent is not subsidized or is paying down the mortgage on their primary residence. An Employee, who is living in a subsidized house, rented or otherwise, is not also eligible for a Housing Allowance.

2. The amount of the Housing Allowance is \$180.00 per month [\$2,160.00 *per annum*].
3. Only one person per household may collect the Housing Allowance.
4. The Housing Allowance commences on the first day of employment and is pro-rated.
5. The Housing Allowance is paid bi-weekly, in arrears, in accordance with the Employer's usual paying practices.
6. The Housing Allowance will be paid to eligible employees through the Payroll Office and, in those cases where income tax is payable, is considered a taxable benefit.

5.12.2 Northern Living Allowance

1. The Northern Living Allowance is a salary benefit paid to Employees to offset the increased costs associated with living in LLRIB communities.
2. The Northern Living Allowance is paid on a bi-monthly or monthly basis, in arrears, depending on the terms of the contract and in accordance with the Employer's usual paying practices. The amount an Employee receives is determined by the remoteness of the community in which they work. The following are the amounts of the Northern Allowance payable per month [*per annum*]:

(a)	Hall Lake	\$166.67 per month	[\$2,000.00 <i>p.a.</i>]
(b)	Grandmother's Bay	\$166.67 per month	[\$2,000.00 <i>p.a.</i>]
(c)	La Ronge	\$75.00 per month	[\$ 900.00 <i>p.a.</i>]
(d)	Sucker River	\$91.67 per month	[\$1,100.00 <i>p.a.</i>]

5.12.3 Relocation Assistance

Newly hired permanent employees, who must relocate from former permanent residence, may apply using the Relocation Assistance Form to his/her immediate supervisor for Relocation Assistance 30 days after the date of hire. The employee must produce actual receipts and may get relocation up to a maximum of \$1,000.00.

Reimbursement

Employees who do not pass their probationary period or who terminate their employment prior to completing one (1) year of employment will be required to reimburse the Lac La Ronge Indian Band at the following rate of termination:

- Less than one (1) year of employment- 100 %

5.12.4 Travel Allowance

Travel Allowance will be paid to Employees who must travel to attend work-related meetings and/or workshops at the current approved rate provided they have received approval to attend the same from their Immediate Supervisor. Any additional travel funds beyond the rate must be approved by the Chief and Council.

Where it is necessary to travel outside of regular working hours to attend workshops that he/she has requested to attend for professional development, and the Supervisor has approved the same in writing, such time will not be compensated as TOIL. However, if the Employee is required by the Employer to attend workshops/training, travel time shall be compensated as TOIL.

5.12.5 LLRIB 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 LLRIB 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.

LLRIB reserves the right to make modifications to any and all Pension Plans that are in effect.

5.12.6 LLRIB 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.***

LLRIB reserves the right to make modifications to any and all Group Insurance Plans that are in effect.

5.12.7 Participation in Benefit Plans while on Leave

Employees who are on maternity, paternity, parental, adoption or education leave may continue to participate in the employee benefit plans provided they

1. have declared their intention to return to work at the conclusion of the leave;
2. make arrangements with First Nations Insurance for the payment of premiums; prepay one hundred percent (100%) of the Employee's share of the premiums for the period approved *prior* to commencing the leave; **AND** meet any other conditions set out in the carrier's policy.

5.12.8 Participation Continuous Years of Service Recognition

The Continuous Years of Service Recognition awards are simply a symbolic gesture of goodwill and an incentive of the employer to its employees; there are no legal requirements on how to administer them as they are not covered under the Canada Labour Code or any other legislation. Recognition awards are for full-time, permanent employees only and are for "continuous" years of service, meaning there has been no break in employment. For the purpose of Continuous Years of Service recognition awards, LLRIB will only recognize years of service for "actual participation in the workplace based on the following:

<u>Years</u>	<u>Recognition</u>
5th year	\$ 500.00
10th year	\$1000.00
15th year	\$1500.00
20 th year	\$2000.00
25th year	\$2500.00
30th year	\$3000.00

Retirement Gratuity

\$250.00 for every year of service (minimum 10 years of continuous employment)

Service Benefit

Day's pay x # of years of employment (minimum 10 years of continuous employment)

5.13 PERSONNEL FILES

Personnel files will contain

- the application for employment [including curriculum vitae or résumé 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

- for field positions, a signed adherence to local bylaws/prohibitions
- the signed Oath of Confidentiality
- signed copies of evaluations
- confidential correspondence to and from the Employee, including reprimands
- confidential correspondence in respect of the Employee [this information *may* be sealed OR held separately; ***if held separately, it is not considered to form part of the Personnel File***]

Personnel files are securely maintained and access to them is limited. Only the Program Director or the Human Resource Director, their solicitor and select payroll staff and the Employee *shall* have access.

Employees ***may***, upon reasonable request, review the contents of their personal file in the presence of the Human Resource Officer or his/her designate 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 Human Resource Officer specifying which documents he/she requires to be copied. ***The Employee may be charged for photocopying.***

Other files [Personnel Records] maintained by LLRIB 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 Program Director and the Human Resource Director, their solicitor, the Employee and select payroll staff.

Employees ***may***, upon reasonable request, review their personal records in the presence of the Human Resources Officer 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 Human Resources Officer specifying which documents he/she requires to be copied. ***The Employee may be charged for photocopying.***

5.14 RELEASING PERSONAL INFORMATION

In order to avoid the possibility of unauthorized disclosure, any inquiries regarding the release of an Employee's personal information must be referred in writing to the Human Resource Officer. The request should specify the exact information that is requested [i.e., address, phone number, employment status/annual income, marital status, family status] and to whom the information ***may*** be released [i.e., solicitor, lending institution, creditor, potential employer].

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

In the event that an Employee identifies LLRIB as their current/past Employer in the course of applying for new positions with other Employers, and the potential Employer calls or writes asking for a reference, such request ***shall*** be referred to the Human Resources Officer who will decide who will take the call and/or reply to the letter and what information will be released. In the event that the query is with respect to a current or former Human Resource Officer, the matter ***shall*** be referred to the Executive Director or his/her designate.

6.1 ENTITLEMENT TO LEAVE

Employees are entitled to various types of leave, as detailed in this Chapter. When an Employee is permitted to take leave will depend on the Employer's operational requirements. Provided sufficient notice is given and the Employer's operational requirements are not compromised, request for leave will be granted whenever possible. All leaves are on a pro-rated basis from date of employment.

6.2 APPLYING FOR LEAVE

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

1. The Employee is responsible for completing the appropriate leave application form at least five (5) **working** days in advance and forward it to his or her Immediate Supervisor. It is recommended that the Employee keep a copy. In extraordinary circumstances or in the case of an emergency, the 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 his or her decision when applicable.
3. The Supervisor will forward a copy of the form to the Human Resource Office. If the leave has been approved, the Human Resource Director or his/her designate 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 the Employee who requested the leave with pay has no leave accumulated or has already exhausted their earned leave, the Human Resource Officer in consultation with the Immediate Supervisor **may** grant leave without pay.
4. It is the responsibility of the payroll Office and/or Human Resource Officer to ensure that personnel files are kept current with respect to earned EDO/TOIL, annual leave, and sick leave and whether such days have been accumulated and/or spent.

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 LLRIB. A "**year of employment**" is the period beginning on the date the Employee was hired, or on any anniversary of that date, and ending twelve (12) months [52 weeks] later.
2. Full-time Employees **shall** accumulate annual leave credits according to the following schedule:

Years of Continuous Employment	Annual Leave
1 - 3	3 weeks or 3/52nds of total wages earned
4 - 6	4 weeks or 4/52nds of total wages earned
7 - 9	5 weeks or 5/52nds of total wages earned
10 plus years	6 weeks or 6/52nds of total wages earned
3. Unless **otherwise agreed, an Employee is entitled to take annual leave subject to the approval of their immediate supervisor.**
4. Part-time Employees **shall** earn annual leave credits on a pro-rated basis.

5. Casual, temporary and seasonal Employees *shall* be paid at 5.77% [3/52^{nds} 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.
7. These policies do not apply to teachers, teacher associates and education support staff.
8. Annual leave may be scheduled for treatment facility staff.

6.3.2 Formula For Calculating Annual Leave Reduction

If an Employee does not work for LLRIB for all the days they would normally have been scheduled to work for reasons of absenteeism, extended leave (with or without pay), and/or suspension, the payroll office will reduce the Employee's annual leave proportionately, according to the number of days that the Employee was expected to work but did not do so.

6.3.3 Annual Leave Credits Carry Over

1. Employees are encouraged to exhaust all annual leave credits on or before March 31 of each fiscal year.
2. In cases where the employer has chosen the timing of the vacation for an employee, the employer must give at least two weeks written notice when the employee's annual leave is to begin.
3. Unless otherwise agreed, and where an Employee fails or neglects to use the balance of his/her accumulated annual leave credits, he or she shall be allowed to carry over ten (10) annual leave credits into the following fiscal year. Any accumulated annual leave credits in excess of ten (10) will be forfeited (lost).
4. Annual leave credits will only be paid out where the employer terminates the employee's services before the annual leave credits have been paid.

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 it has been approved by their immediate supervisor and/or Program Director and , as long as it does not interfere with their duties.

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 for the Executive Director must be approved by the Chief, Requests for annual leave for the Program Directors must be approved by the Executive Director, requests for annual leave for the Program managers and supervisors must be approved by the Director of the Program, and or Program Directors 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.

6.4 SICK LEAVE

Paid sick leave credits are to be considered a privilege given by the Employer to its Employees for certain circumstances. 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 [physical or mental] on the part of the Employee.
2. in order to see a doctor, nurse-practitioner, a dentist, optometrist, registered psychologist, therapist or a traditional practitioner, unless otherwise agreed by their Program Director.
3. in order to receive a medical, optical or dental examination and treatment on part of the Employee or his/her dependants.
4. during pregnancy, where the Employee's doctor has certified
 - (a) that the Employee is physically unable to perform the duties of the job without causing risk to herself or her foetus; and
 - (b) 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) consecutive working days will be treated as **leave without pay**, unless satisfactory documentation from a "Qualified 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 Qualified Medical Practitioner/Traditional Healer 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 two-thirds (1 2/3) days per month.
2. Part-time Employees **shall** earn sick leave credits on a prorated basis.

3. All other employees are not entitled to sick leave credits.
4. Employees *shall* only be permitted to accumulate a maximum of forty (40) days of sick leave credits provided that there is no interruption in employment. For the purposes of this section authorized Leaves of Absence, whether with pay or without pay shall not constitute interruption in employment. Employees who are on sick leave for a single period greater than ten (10) working days and who are eligible for short term disability shall not continue to accumulate sick leave credits while they are absent.
5. Sick leave will not be paid out at the termination of employment, end date of a definite term contract or during the course of employment.
6. No Employee shall be permitted to borrow on future sick leave credits for the purpose of continuing to receive income while on sick leave.
7. All Employees will be required to produce a certificate from a physician for any illness or non-occupational injury in excess of three (3) consecutive working days certifying that he/she was unable to carry out his/her duties due to illness or non-occupational injury or that he/she is fully recovered from the sickness or injury which caused his/her absence and is capable of fully performing his/her duties and responsibilities. *Failure to produce a certificate will result in loss of pay for the period of absence and will be treated as Leave Without Pay.*
8. Employees who are Group Plan members and who are on sick leave for a single period greater than ten (10) working days may thereafter go on short term disability insurance pursuant to the terms of the Group Insurance Plan (See Section 6.4.2.4). When a participating Employee goes on short term disability insurance he/she shall cease to utilize or accumulate sick leave credits.
9. The confidentiality of health and medical information is recognized by the Employer. Employer representatives who have access to this information will ensure its confidentiality. The Employer also agrees that medical information of an Employee will not be divulged to a third party without his/her prior written consent or as otherwise required by law.
10. The Payroll Office *shall* keep up-to-date records of accumulated, spent and unused sick leave.

6.4.3 Reporting Procedure

1. In the event that an Employee is unable to report for work due to illness, he/she *shall* personally 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 Qualified Medical Practitioner certifying that the Employee was unable to carry out his or his/her duties due to illness. The note must indicate on which days or at what times the Employee was incapacitated. *The Employee must have been examined or treated by the Qualified Medical Practitioner during the actual period of absence and the note must indicate that this did indeed happen.*
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 reported illness irrespective of the length of time they are absent. This may not be necessary in documented cases of chronic illness.
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 have taken an unexcused absence and his/her pay *shall* be adjusted to reflect such absence. The Employee *may* also be subject to disciplinary action.
6. If an Employee is unable to return to work during a pay period cut off then the Supervisor will be responsible for ensuring that a time sheet is handed in to the Payroll Office so that there is no pay interruption.
7. The Program Director reserves the right to have an Employee examined by a Qualified Medical Practitioner selected by the Employer in cases where it is felt that an Employee is abusing sick leave privileges. Costs associated with this shall be born by the Employer.
8. For any abuse of the foregoing provisions, an Employee may be subject to the disciplinary procedures as outlined below.

6.4.4 Utilization

1. The maximum number of consecutive calendar days for which an Employee is eligible to draw upon their accumulated sick leave credits is forty (40) days after which a participating Employee may utilize their short term Group Disability Benefits (See Section 6.4.2.4).
2. An Employee on Group Disability Insurance shall not continue to accumulate sick leave or annual vacation credits.

6.4.5 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 Qualified Medical 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 Qualified Medical Practitioner.

An Employee shall be entitled to a maximum of seven (7) days of uncertified sick days per year. Any and all 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, all uncertified sick days in excess of seven (7) per year will be recorded as unexcused absence(s). Uncertified sick days will be prorated.

6.4.6 Medical Examination Requirement

LLRIB *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;
3. when a known or suspected substance abuse problem is interfering with job performance or creating safety concerns in the workplace; and/or
4. when it *may* be possible to modify the job functions or re-assign the Employee to another job.

In the event that the Qualified Medical 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.

6.4.7 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., EDO/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 LLRIB **shall** be restored to the Employee if the said Employee was terminated by reason of temporary lay-off and re-appointed within three (3) months of the lay-off.

6.4.9 Group Insurance Premium Payments During Short Term Disability Leave

LLRIB will assume responsibility for payment of an eligible Employee's portion of the Group Insurance Premium for a maximum period of twenty-six (26) weeks while the Employee is on short term disability leave.

6.5 MATERNITY, PATERNITY & PARENTAL LEAVE

6.5.1 Maternity Leave

Maternity Leave will be taken from accumulated sick leave credits

1. Female Employees who have been in the employment of LLRIB for a consecutive period of six (6) months or more **shall** be entitled to seventeen (17) weeks of Maternity Leave
2. Employees will, upon application to the Human Resource Director or his/her designate, be granted Maternity Leave. An Employee planning to go on Maternity Leave **shall**
 - (a) give at least four (4) weeks notice in writing to the Employer prior to commencing the leave, unless there is a valid reason why that notice cannot be given;
 - (b) inform the Employer in writing of the length of leave intended to be taken, and the date the leave will begin and end; and,
 - (c) provide the Employer with a certificate of a Qualified Medical Practitioner certifying that she is pregnant.
3. The period spent on Maternity Leave **shall** be leave without pay but the Personnel 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.
4. Maternity leave may commence no earlier than eleven (11) weeks prior to the expected date of delivery and may conclude no later than seventeen (17) weeks following the actual delivery date. An Employee **may** take her leave(s) any time within the period outlined. Employees should note that Maternity Leave benefits, as provided by Human Resources Development Canada [HRDC], **may** 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.
5. During the Maternity Leave, the Employer will continue the Employee's benefits **provided** that the Employee **prepays and/or** makes the necessary arrangements with First Nations Insurance for the premiums for her portion of the cost of the benefits prior to their due date during the period of the approved leave.
6. During the Maternity Leave, the Employee will continue to accrue seniority and entitlement to sick leave as if she had not been absent on leave.

7. An Employee shall give at least four (4) weeks notice in writing to the Employer of any change in the length of the leave intended to be taken, unless there is a valid reason why that notice cannot be given.
8. At the conclusion of Maternity leave, the Employee will be reinstated to her former position with the same salary, benefits, and seniority as she had when the leave began. Where for any valid reason the Employer cannot reinstate the Employee to her former position, the Employee will be reinstated to a comparable position with the same wages and benefits and in the same location, as long as a comparable position exists..
9. The Human Resource Director 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. For the purposes of administration of this section, the Human Resource Officer or his/her delegate *shall* maintain a card file of leave taken and *shall* make the appropriate adjustments respecting Payroll.

6.5.2 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 LLRIB 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 her pregnancy and that provides the estimated date of delivery.

6.5.3 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-fourth (24th) week following the birth, if she provides the Employer with a Medical Certificate from a Qualified 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.

6.5.4 Reassignment & 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.

6.5.5 Utilization of Sick/Annual Leave Credits

An Employee who has not commenced Maternity Leave *may*:

1. use earned annual leave and compensatory leave credits [i.e., EDOs/TOIL] up to and beyond the date that her pregnancy terminates **and/or**
2. use sick leave credits, to a maximum of ten (10) days, up to and beyond the date her pregnancy terminates, as indicated in Article 6.5.

6.5.6 Paternity Leave

Every male Employee who has been in the employment of LLRIB for a continuous period of six (6) months 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 its/their homecoming if it is delayed by prematurity, birth defects or other neonatal health concerns.

For the purposes of administration of this section, the Human Resource Director or his/her delegate **shall** make appropriate adjustments to the Payroll.

The Human Resource Director or his/her designate shall be responsible for ensuring that all policy and procedural matters relating to the administration of the Paternity Leave are adhered to.

6.5.7 Parental Leave

Parental Leave will be taken from accumulated sick leave credits

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. An Employee planning to take a Parental Leave shall
 - (a) give at least four (4) weeks notice in writing to the Employer prior to commencing the leave; and,
 - (b) inform the Employer in writing of the length of leave intended to be taken, and the date the leave will begin and end.
3. The period spent on Parental leave *shall* be leave without pay but the Personnel Office *shall* supply the Employee with a completed Record of Employment [ROE] form to enable the Employee to collect Employment Insurance Benefits while on Parental Leave
4. During the Parental leave, the Employer will continue the Employee's benefits *provided* that the Employee *pays*, such as instalments, the premiums for his or her portion of the cost of the benefits prior to their due date during the period of the approved leave.
5. During the Parental leave, the Employee will continue to accrue seniority and entitlement to sick leave as if he or she had not been absent on leave.
6. An Employee shall give at least four (4) weeks notice in writing to the Employer of any change in the length of the leave intended to be taken, unless there is a valid reason why that notice cannot be given.
7. At the conclusion of Parental leave, the Employee will be reinstated to his or her former position with the same salary, benefits, and seniority as she had when the leave began. Where for any valid reason the Employer cannot reinstate the Employee to his or her former position, the Employee will be reinstated to a comparable position with the same wages and benefits and in the same location, as long as a comparable position exists.
8. *Parental Leave cannot be accumulated.*
9. The Human Resource Director or his/her designate *shall* be responsible for ensuring that all policy and procedural matters relating to the administration of the Parental Leave are adhered to. For the purposes of administration of this section, the Human Resource Director or his/her designate *shall* maintain a file of leave taken and *shall* make the appropriate adjustments respecting Payroll.

6.5.8 Adoption Leave

Adoption Leave will be taken from accumulated sick leave credits

1. Provided that prior approval is obtained from the Human Resource Director, an Employee *may* be granted a maximum of five (5) days Adoption Leave with pay to facilitate adoption proceedings.
2. For the purposes of administration of this section, the Human Resource Director or his/her designate *shall* make appropriate adjustments to the Payroll.
3. The Human Resource Officer 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.

6.5.9 Employment Insurance Benefits during Maternity & Parental Leave

Any Employee who goes on Maternity, 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 and/or Parental Leave.

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

Scenario	Part III <i>Canada Labour Code</i> Leave	EI Benefits
only parental leave taken	37 weeks of parental leave	one two-week waiting period <i>plus</i> 35 weeks of parental benefits
only maternity leave taken	17 weeks of maternity leave	one two-week waiting period <i>plus</i> 15 weeks of maternity benefits
Both maternity and parental leave taken	up to 17 weeks of maternity leave add up to 37 weeks of parental leave with a legislative cap of 52 weeks of combined maternity and parental leave	one two-week waiting period <i>plus</i> 15 weeks of maternity benefits <i>plus</i> 35 weeks of parental benefits

6.5.10 Additional Leave Required to Supplement Maternity or Parental Leave

If an Employee on Maternity 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.

6.5.11 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.

6.6 BEREAVEMENT LEAVE

1. On ***each*** occasion where a member of his/her immediate family dies, an Employee ***shall*** be granted ***up to*** three (3) days' Bereavement Leave with pay. An additional two (2) days can be requested by the Employee and taken from accumulated sick leave credits.
2. Employees *shall* also be granted Bereavement Leave with pay, up to a maximum of one (1) day to attend the funeral or memorial of an extended family member.
3. All requests for Bereavement 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. Each request will be determined on a case-by-case basis taking into consideration of factors such as cremations, travel time to attend a funeral at a distant location, or being the executor of an estate.

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 or EDO/TOIL or, if these are exhausted or not an option, the Employee **may** seek leave without pay.
5. Where an Employee is requested and duly authorized by an elected official, the Executive Director or a Program Director/Administrator to attend a funeral on behalf of LLRIB, leave is not required.

6.7 COMPASSIONATE CARE LEAVE

Compassionate Care Leave will be taken from accumulated sick leave credits

1. An Employee may be granted up to ten (10) days Compassionate Care Leave with pay during any period where he or she is necessarily absent for reasons of critical illness/emergency surgery/incapacity of his or her immediate family. Provided that the employee has accumulated sick leave credits.
2. Requests for Compassionate Care Leave with pay must be made in writing to the Employee's Immediate Supervisor, Such requests should set out generally why the leave is requested and for what days the Employee requests the leave. A letter from a qualified medical practitioner is required.
3. An Employee wishing to take a compassionate care leave in excess of ten (10) days, will be granted an additional compassionate care leave without pay to care for a gravely ill member of his or her immediate or extended family at risk of dying within 26 weeks. Employees are entitled to apply for compassionate care leave from federal Employment Insurance compassionate care benefits for up to six (6) weeks within a twenty-six (26) weeks based on eligibility certification.
4. Requests for additional Compassionate Care Leave without pay must be made in writing to the Employee's Immediate Supervisor, setting out the general reason for the leave and the anticipated start date and end date for the leave. Employees must also provide a medical certificate from a physician that supports the need for a compassionate care leave of absence.
5. An Employee wishing to return from a Compassionate Care Leave without pay shall provide the Employer with two (2) weeks' notice of his or her intention to return to work, prior to returning to work.
6. Upon the conclusion of an Employee's compassionate care leave, the Employer will reinstate the Employee to his or her former position if the position still exists. If the position does not exist, the Employer will reinstate the employee to a comparable position whenever possible.
7. Employees who qualify for federal compassionate care employment insurance benefits *may* use annual holidays or EDO/TOIL to cover the waiting period, if any, before those benefits are payable.
8. Compassionate Care Leave is provided to allow an Employee to care for a gravely ill family member that is at risk of dying within 26 weeks. In cases where there are more than two family members who are also employees, There will be a maximum of two (2) employees on compassionate care leave for the same dates and for the same family member that is gravely ill. However, the employees may schedule their leaves at different times during the family member's illness.

6.8 VOTING LEAVE

6.8.1 Federal, Provincial, Municipal & Band Elections

On the day of an election, LLRIB *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.

6.9 COURT LEAVES

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

1. 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.
2. 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 has 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 allowances and an official receipt thereof. ***In no case, will the Employee be allowed to receive salary while at the same time receiving remuneration or reward from another source.***

6.9.2 LLRIB as the Plaintiff or Defendant

An Employee *may* be required to act as a witness on behalf of LLRIB where LLRIB or its affiliates are named as the Plaintiff or the Defendant in a proceeding. In such a case, no leave is required.

6.9.3 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 or EDO/TOIL credits if these are available to him/her.

6.10 EARNED DAYS OFF (EDOS) & TIME OFF IN LIEU (TOIL)

Provisions for the accumulation of EDO and TOIL are set out in Article 3.5 of this manual.

6.10.1 Expending EDO or TOIL

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

6.10.2 EDO and TOIL Carry-Over

EDO Credit Carry over

There will be not carry-over of accumulated EDOs. All employees are ordinarily expected to use their EDOs on or before March 15 of each fiscal year, and /or completion of their term and/or prior to their resignation or retirement. Any EDO's that are not used by March 15 will be forfeited (lost).

TOIL Credit Carry Over

1. Employees are encouraged to exhaust all TOIL credits on or before March 31 of each fiscal year.
2. In cases where the employer has chosen the timing of the vacation for an employee, the employer must give at least two weeks' notice when the employee's TOIL is to begin.
3. Unless otherwise agree, and where the employee fails or neglects to use the balance of hi/her accumulated TOIL credits, he or she shall be allowed to carry over ten of (1) TOIL credits into the following fiscal year.
4. TOIL credits will only be paid out where the employer terminates the employee's services, or where the employee terminates his/her own employment through a resignation or retirement, before the TOIL credits have been used.

6.10.3 Accumulated EDOs & TOIL at Separation

Upon termination by the Employer, or upon the resignation, retirement or death of the Employee, an Employee who has unexpended EDOs or TOIL time *shall* be paid out.

6.10.4 EDOs or TOIL and Notice of Resignation

Unless otherwise agreed, Employees who have given notice of resignation *may* be required to include EDOs or TOIL as part of their notice.

6.11 PROFESSIONAL DEVELOPMENT LEAVE

See Chapter 7.

6.12 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 their own graduation exercises or convocation will do so without pay.

6.13 PRESSING NECESSITY LEAVE

Pressing Necessity Leave will be taken from accumulated sick leave credits

1. An Employee, subject to the approval of the Immediate Supervisor or his or her designate, may be granted up to ten (10) days leave with pay per calendar year 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.
2. Pressing necessity *shall* be limited to:
 - (a) household quarantine;

- (b) a *force majeure* (a natural or unavoidable disasters that disrupt the course of events including fires, floods, power outages, severe blizzards, plagues, etc.) or other act of God resulting in the partial or total destruction of the Employee's house or contents; and/or
 - (c) impassable roads.
- 3. Each request will be treated on a case by case basis.
 - 4. *Pressing Necessity Leave is not cumulative.*

6.14 GENERAL LEAVE OF ABSENCE WITHOUT PAY

6.14.1 Entitlement

Leave without pay *may* be granted to an Employee under special circumstances at the discretion of the Immediate Supervisor and the Human Resource Officer.

6.14.2 Criteria

Some of the factors that will be taken into account when considering a request for leave include:

- 1. the duration of leave;
- 2. the amount and urgency of work outstanding;
- 3. LLRIB'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.

6.14.3 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 Program Director, who *shall* approve or decline the request.

6.14.4 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.

6.14.5 Limitation

Except under extraordinary circumstances, only Full-Time Employees will be considered eligible for general leave without pay.

6.14.6 Leave Agreement

All Employees who are taking an approved general 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.

6.14.7 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 general leave without pay whatever its duration.

6.14.8 Return From General Leave of Absence

Upon return to employment from an approved general 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.

6.14.9 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.

6.15 UNAUTHORIZED LEAVE

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

LLRIB 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 and requires 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 LLRIB provides financial support of any kind during the professional development leave, the Employee *shall* be required to sign a contract with LLRIB 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 LLRIB for a period equal to the length of the short-term education leave.
3. (Long-term) educational leave includes leave for professional development that *may* be directly and/or indirectly related to the Employee's duties, and requires leave lasting longer than four (4) months. Such leave is subject to prior Program Directors working group approval. If LLRIB provides financial support of any kind during the professional development leave, the Employee *shall* be required to sign a contract with LLRIB 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 LLRIB for a period up to twice (2x) as long as the period of leave granted. If the Employer does not provide any financial assistance, LLRIB may require the Employee to sign an acknowledgment that the Employer does not guarantee the Employee the same or any employment when the leave is over.

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

It is a joint obligation of both Management and Employees to ensure that Employees are knowledgeable about their job and its requirements. LLRIB believes that training should be provided to Employees. It may be delivered in various ways [i.e., on-the-job training, workshops, conferences, correspondence courses, peer review and mentorship by those with more experience and/or training]. All training and educational programs conducted on the job will be reviewed regularly to ensure that the money required for such training is in the budget and that the training provided is delivered in a cost-effective manner subject to budgetary constraints.

7.1.1 Job-Specific Training

Program Directors and Employees are responsible for suggesting what type(s) of training *may* be needed or ideal for their Employees to improve their job performance and enhance or 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

1. An employee who wishes to enroll in a class for their own enrichment and to upgrade their educational skills and the upgraded skills will be of a future benefit to LLRIB is to submit the request in writing and to provide details of that request.
2. The written request must be submitted to his/her Immediate Supervisor at least four weeks prior to the commencement of the class.
3. When the total cost of the educational development is less than \$500.00 the Program Director can approve the request providing budgetary funds are available.

4. When the total cost of the educational development is greater than \$500.00 and up to \$1,000.00 the Executive Director can approve the request providing the Program Director has confirmed that funds are available in the program budget for such training costs.
5. When the total cost of the educational development is greater than \$1,000.00 the Program Director may recommend that the Program Directors Working Group authorize the same if budgetary funds are available.
6. An employee required by LLRIB to upgrade their skills/knowledge shall be compensated for any tuition fees and costs for required text books upon proof of successful completion of the course.
7. Application should be made in writing to the Program Director, Program 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 if available. This information should be forwarded to the Executive Director or the Program Directors Working Group for approval.

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. the relation to the Employee's job;
2. the relation to the Department's needs, present and future;
3. the cost-effectiveness of the training format proposed;
4. budgetary constraints;
5. current and anticipated staffing requirements;
6. the Employee's length of service and demonstrated commitment to LLRIB.

7.2 SHORT TERM EDUCATION PROFESSIONAL DEVELOPMENT LEAVE

Short-term education leave refers to course ranging from one (1) week to three (3) 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 distance education and correspondence programs and by outside educational institutions. Similar to other types of training, enrolment 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** enrol 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 Program Directors Working Group's discretion.

7.2.2 Leave With or Without Pay

Short term education and professional development leave *may* be granted with or without pay. LLRIB *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 LLRIB to reimburse:

1. all monies advanced for tuition and books, if the Employee fails to successfully complete the course; or
2. all monies advanced for tuition and books, salary, transport and accommodation if the Employee fails to return to the employ of LLRIB for a period equal to the period of leave granted.

7.2.3 Financial Support

If any financial assistance is provided, and irrespective of the amount, the Employee will enter into a written agreement to reimburse LLRIB for any financial assistance provided if the Employee does not:

1. successfully complete the course; and/or
2. return to the employ of LLRIB for a period up to twice (2x) as long as the period of leave granted, following the completion of the course.

Financial support is subject to availability of courses, budgets and reasonable limits, as determined by the Program Directors Working Group.

7.2.4 Employee Obligations

Once a request for leave has been approved, LLRIB 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.

7.2.5 Apprentice Employees

Apprentice Employees shall fulfill a “one-year” service commitment to the Employer immediately following the completion of educational leave for each level of apprenticeship completed, for which the Employer/Lac La Ronge Indian Band pays full salary. An apprentice who has earned Journeyman status shall commit to a minimum three years service commitment.

7.3 LONG TERM EDUCATIONAL LEAVE

Long-term educational leave is defined as any educational leave in excess of four (4) months and not to exceed one (1) year.

7.3.1 Application

Employees who *have worked in the same program/department/field* (position) for at least three (3) consecutive years from the contributing department to Professional Development funds *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. Employees who seek education leave for periods greater than two semesters [8 months] will be required to seek further leave for the extended period. Such leave will be granted two semesters at a time.

7.3.2 Professional Development Funding Rates

The Professional Development funding rates for student allowances is as follows:

SALARY RANGE (BASE + BENEFITS)	MAXIMUM ALLOWANCE
\$24,999 or less	\$2,000.00
\$25,000 - 29,999	\$2,100.00
\$30,000 – \$34,999	\$2,200.00
\$35,000 - \$39,000	\$2,300.00
\$40,000 – 44,999	\$2,400.00
\$45,000 – 49,999	\$2,500.00
\$50,000 – 54,999	\$2,600.00
\$55,000 – 59,999	\$2,700.00
\$60,000 – 64,999	\$2,800.00
\$65,000 – 69,999	\$2,900.00
\$70,000 +	\$3,000.00

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 Program Directors Working Group .
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.

8.1 PERFORMANCE EVALUATION

A high standard of performance is expected of all Employees. High performance by Employees is the foundation of continuing development and success for the administration of LLRIB.

The performance evaluation process will be used to assess Employee work performance, to provide feedback, and to set targets for improvement as required.

8.1.1 Purpose of Performance Evaluation

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/or weaknesses in job performance;
3. to foster positive communication between the Employees and Supervisor wherein 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 Employee's 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 Evaluations are Necessary

Performance appraisals will be made in the following circumstances:

1. **New Employees:** A performance evaluation shall be completed for new employees at least before the end of the first six (6) months of the probationary period by their immediate supervisor. 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 any case, at least once every twelve (12) months.
3. **Transferred Employees:** Employees who are transferred to another position within the agency and/or who are promoted *shall* be evaluated before they have worked six (6) months in the new position.

8.1.3 Performance Evaluation Procedure for Non-Management Employees

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

1. The Human Resource Director or his/ her designate 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 Evaluation Form. A copy of this information is sent to the Employee and the Supervisor.

2. The Employee will complete one Performance Evaluation Form [self-evaluation].
3. The Immediate Supervisor shall also evaluate the Employee. Employees shall be evaluated primarily on the basis of their job descriptions, as well as on achievement of work plans set by prior performance evaluations.
4. Both the Employee and Immediate Supervisor shall forward their completed Performance Evaluation Forms to the Program Director.
5. The Program Director/Administrator shall review both evaluations, look for discrepancies, strengths and weaknesses and shall make any comment that he/she wishes to add to the evaluation.
6. Once the forms have been submitted to the Program Director for his/her review and comment, the Immediate Supervisor shall arrange for 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 comments and/or 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, the Employee should also draft a list of goals and objectives for the following year.
9. The interview should be conducted as informally as possible. The Performance Evaluation interview aims to be a two-way exercise to encourage and enable the Employee to make suggestions, ask questions, agree and/or disagree with the points 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 Immediate Supervisor *shall* ensure that the Employee's job description is properly drafted and submitted along with the Performance Evaluation Form to the Program Director for his/her review and signature.
11. The Human Resource Director or his/her designate shall review the evaluation. If the Employee disagreed with its content or the process of the evaluation, the Human Resource Director or his/her designate can ask for follow-up or further documentation. In the event of extenuating circumstances and/or reasons, the Human Resource Director or his/her designate can require that another evaluation and interview be completed with the Program Director, the Supervisor and the Employee present. If this is the 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 Human Resource Director or his/her designate signs the said Employee's Performance Evaluation Form, it *shall* be filed in the Employee's personnel file. The Human Resource Director's or his/her designate signature on the form is to indicate that the evaluation documentation was:
 - (a) received and reviewed, and
 - (b) completed properly.
13. The completed Performance Evaluation 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.
14. Employee performance reviews and evaluations *shall* be kept confidential.

15. Upon the completion of a successful performance appraisal the Program Director may authorize, by written memo to the Human Resource Director, an annual increment on the employee's anniversary date.

8.1.4 Performance Evaluation Procedure for Program Directors

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

1. The Immediate Supervisor 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 Evaluation Form. A copy of this information shall be sent to the Executive Director and the Management Employee.
2. The Management Employee shall complete a Performance Evaluation Form [self-evaluation].
3. The Executive Director shall also evaluate the Management Employee [multi-factor review]. Management Employees shall be evaluated primarily on the basis of their job descriptions, as well as on achievement of work plans set by prior performance evaluations.
4. The Executive Director shall review the Management Employee's self evaluation and those of the Program Director, if any.
5. The Executive Director will arrange to meet with the Management Employee to share the results of the collated evaluation, discuss his/her strengths and weaknesses, and help the Management Employee set goals for the next year. In preparation for the interview, the Management Employee should draft a list of goals and objectives for the following year.
6. The Management Employee and the Executive Director shall sign the Evaluation thereby acknowledging that the Management Employee was given a copy of the evaluation, that it was reviewed with him/her and that he/she was provided with an opportunity to respond to the evaluation in writing. The final copy of the Performance Evaluation Form with any written comment from the Management Employee *shall* be placed in the Management Employee's personnel file and *may* be reviewed by the Employee on request.
7. The Management Employee's performance review and evaluation *shall* be kept confidential.

8.1.5 Performance Evaluation Interview

Every performance evaluation interview must include:

1. A review the role and nature of performance reviews and evaluation.
2. A review of the responsibilities of the position and the standards which 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.

Career plans and additional training requirements should be addressed.

The Employee's goals and objectives should be discussed and documented. Both the Employee and the Immediate Supervisor must sign the objectives to indicate whether or not they agree with them and are committed to them.

The Employee's questions and concerns should be addressed. The Employee is encouraged to make written comment with respect to the evaluation.

An overall rating should be assigned to the Employee and recommendations made with respect to his/her future employment.

The Employee is required to sign the Performance Evaluation Form to indicate that the review and interview were conducted and that he/she has been provided with a copy of the Evaluation. 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, that they were given a copy of the evaluation and provided with an opportunity to respond to it. If the Employee refuses to sign the evaluation, the Immediate Supervisor shall document when, where and by what means [i.e, hand delivered, sent by registered mail] a copy of the evaluation was provided to the Employee.

If disagreement arises as to the 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 Executive Director or Human Resources Officer for resolution. A new interview can be called with a third party mediator to assist in the resolution of the matter. At that time, if no resolution is forthcoming, the mediator *may* ask for documentation or evidence, require a new evaluation be done and/or leave the evaluation as it stands.

8.1.6 Specific Responsibilities

(a) Human Resource Director, Manager or his/her designate

- (i) Must ensure that proper forms are made available to the Supervisors and staff, and instructions properly followed.
- (ii) Must ensure that all performance reviews are conducted on time, as dictated by each Employee's anniversary date, probationary period or reinstated probationary period.
- (iii) Review all completed performance appraisals to ensure that proper documentation was completed.
- (iv) If necessary, ensure that appropriate improvement plans and follow-up are completed.

(b) The Program Director

- (i) Must ensure that Employee evaluations are completed and that they are completed..
- (ii) Must review and approve Employee evaluations before the Employee Interview.
- (iii) Must ensure that Employee Interviews are completed.

(c) The Immediate Supervisor

- (i) Must ensure each Employee is evaluated when necessary.
- (ii) Must ensure that Employees are aware and understand what a performance review and evaluation entail.
- (iii) Must ensure that Employees are aware of the responsibilities they are accountable for.
- (iv) Must provide each Employee in advance of the interview, with a copy of their last year's objectives and goals for their interview and a copy of the performance appraisal criteria that they will be evaluated against.
- (v) Must provide appropriate feedback and implement strategies for improvement after the appraisal as necessary.

(d) The Employee

- (i) Shall review the performance appraisal, acknowledge that he/she was provided with a copy, that its contents were discussed with him/her, and that he/she was told that he/she could respond to the evaluation in writing and that his/her comments will be attached to the copy of the evaluation that is inserted in his/her Personnel File.
- (ii) Shall actively participate in the development of employment objectives for the following year.
- (iii) Shall strive to improve his/her job performance as required.

8.2 CRITICAL REVIEWS

Critical reviews may be conducted anytime where there are concerns about the Employee's performance. The procedure will be similar to that for other performance reviews but the purpose will be to determine where the Employee is failing to meet expectations, to clarify what those expectations are and how the Employee can achieve the desired outcome(s). A critical review may be conducted when the Employee's behaviour has attracted disciplinary action and/or as a precursor to re-instating a probationary period [see 5.5].

9.1 GENERAL**9.1.1 Principles of Disciplinary Action**

Employees who engage in culpable or non-culpable misconduct may be subject to disciplinary action by the LLRIB. LLRIB recognizes two types of misconduct which attract discipline:

1. Non-culpable misconduct: where an Employee is unable to perform their duties and responsibilities due to incompetence, because he or she lacks the requisite skill and ability.
2. Culpable Misconduct: where an Employee intentionally or negligently engages in conduct that breached the policies set out in this Manual or that is inconsistent with the employer-employee relationship.

Graduated forms of disciplinary actions are appropriate depending on the type and seriousness of the Employee's misconduct. These range from verbal warning to termination. While progressive discipline is appropriate in some circumstances; serious misconduct may warrant dismissal after one incident.

9.2 OFFENCES

Conduct that will not be tolerated and which may give rise to disciplinary action includes, but is not limited to, the following:

1. Originating or spreading false statements concerning LLRIB, its elected officials, the Executive Director, the Program Directors, LLRIB affiliates, and/or other Employees.
2. Absenteeism or lateness.
3. Leaving work without permission, wasting time, loitering or sleeping during work hours.
4. Disorderly conduct, including fighting, verbal or physical abuse of another person, or the use of abusive language directed at other LLRIB personnel or members of the public. Engaging in horseplay and throwing objects in LLRIB buildings are considered disorderly conduct.
5. Violation of a safety rule or safety practice, including the use of equipment without observing proper health and safety procedures.
6. Unauthorized use of LLRIB property or the wilful or negligent defacing, damaging, destroying or losing of LLRIB property. This does not include damage due to normal wear and tear of property.
7. Interfering with or hindering the work performance of other Employees.

More serious conduct that *may* amount to "just cause" for dismissal includes, but is not limited to, the following:

1. Dishonesty.
2. Theft or unauthorized removal of LLRIB property.
3. Incompetence.
4. Possession or consumption of alcohol or illicit drugs on the job, or the reporting to work under the influence of the same.

5. Conduct that endangers the safety of any Employee or member of the public.
6. Excessive absences or lateness.
7. Inability to achieve and maintain performance standards.
8. Engaging in any activity that violates the LLRIB Code of Conduct, the Oath of Confidentiality or the Personnel Manual.
9. Unauthorized use of LLRIB facilities or premises. This includes unauthorized access to the premises after normal working hours or assisting others to gain unauthorized entrance.
10. Misuse of LLRIB computers during work hours or for personal purposes during ordinary hours of work including deleting files that properly belong to LLRIB.
11. Removing or destroying files without due authority.
12. Misrepresentation or omission of facts when seeking employment.
13. Insubordination or refusal to accept and/or follow orders or directions from those with proper authority.
14. Engaging in a corrupt practice which, for the purposes of this Manual, shall include any act done by an Employee who unlawfully or wrongly uses his or her name or position of authority or trust to procure some benefit or favour for himself or herself or for another person contrary to his or her official or fiduciary duties.
15. Breach of confidentiality including the unauthorized release of confidential information.
16. Falsification of documents including, but not limited to, falsifying attendance reports, Time Sheets, invoices or any other employment documents.
17. Conduct outside of normal working hours that are wholly incompatible with the proper discharge of the Employee's duties.
18. Sexual or any other form of Discriminatory or Personal Harassment. See Section 12.7 and Chapter 13.

In all cases of potential discipline, it is the responsibility of the Immediate Supervisor to make a full, fair and objective investigation of suspected misbehaviour. It is expected that the investigation will include discussing the matter with the Employee, whose input is encouraged and welcomed.

9.3 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 in similar circumstances. The Executive Director, Program Director and Payroll Office will be an essential reference to LLRIB's historical response to misconduct. To ensure consistency the following considerations should be taken into account prior to deciding on the appropriate disciplinary action for misbehaviour:

1. **How serious is the problem?** Did the Employee's misbehaviour have major or minor consequences for the Employer? Was the Employee aware of the consequences?
2. **How frequent is the problem?** Is this type of misbehaviour common among other Employees?
3. **What is the time interval since this Employee's last infraction?** Is this the first offence or does the Employee have a history of this type of offence? Typically, a period of six (6) consecutive months without reprimand will serve to lessen the importance of further infractions.

4. **What is the Employee's work history?** Has the Employee performed his/her job satisfactorily in the past? How long have they been an Employee?
5. **Are there any extenuating or mitigating factors?** Is the Employee facing pressures in or out of the workplace that may have led to the misbehaviour?
6. **Was there a problem with the Employee's orientation?** Were the workplace rules sufficiently explained? Was the Employee provided with a copy of the Personnel Policy Manual and/or operations manual? Was the Employee informed about the Employer's expectations concerning job performance?
7. **How has the Employer dealt with similar offences in the past?** What discipline has been applied in the past with this Employee or with other Employees in similar circumstances?
8. **What effect did the Employee's behaviour have on the corporate culture?** Was the program / the Employer compromised? Were other Employee's compromised? Were there safety issues?
9. **What effect will the Employer's reaction (action or inaction) have on the corporate culture?** Did the Employer investigate the circumstances fully? Was the Employee given an opportunity to provide his/her view of the incident? Was the Employer's reaction immediate, consistent and impersonal? Was the Employee informed of the action, the reason for it and the changes in behaviour that are expected if his/her employment is to continue? Has the Employer's action demonstrated that this kind of behaviour will not be tolerated? Will the Employer be seen to be heavy-handed or even-handed in its resolution of this matter?

A record **shall** be kept of the disciplinary history and performance appraisals of each Employee. Each Employee's personnel file should include copies of appraisals, dates and details of infractions, comments of Supervisors, disciplinary action taken, the remedial efforts made by the Employee, and correspondence between the Employer and the Employee concerning work performance and misconduct.

9.4 PROGRESSIVE DISCIPLINE

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

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

However, progressive discipline does not preclude LLRIB from initiating discipline at any step in the progression or from repeating disciplinary action at any stage in the progression.

9.4.1 Verbal Reprimand

The first step in the disciplinary procedure will typically be a verbal reprimand.

The goal of a verbal reprimand is to provide formal acknowledgment that the Employee has a behavioural or performance problem, to devise a remedial plan, and to determine if the Employee has any reformative intent.

At the time a verbal reprimand is given, the Immediate Supervisor *shall*:

- explain to the Employee what specific aspect of his or her behaviour is considered inappropriate;
- explain to the Employee what corrective action is required; and
- provide the Employee with a timeline for demonstrating reform.

The Immediate Supervisor **may** indicate that future misbehaviour will result in further progressive disciplinary action.

The verbal reprimand must be documented by the Immediate Supervisor. An “anecdotal record” **shall** be placed in the Employee’s personnel file, stating the nature of the concern, the date and place it was brought to the Employee’s attention, specific behavioural objectives, a timeline for demonstrating reform and any warnings with respect to repeating the misbehaviour. In some circumstances, it **may** be reasonable to give more than one verbal reprimand before a written reprimand is given.

9.4.2 Written Reprimand

A written reprimand may be invoked where a verbal reprimand was ineffective to correct the inappropriate behaviour or where the misbehaviour was more serious or wilful.

The Immediate Supervisor **shall** approach the Employee to discuss the matter. However, the Immediate Supervisor **shall also** prepare a written summary of the Employee’s misbehaviour that shall:

- explain to the Employee what specific aspect of his or her behaviour is considered inappropriate;
- explain to the Employee what corrective action is required;
- provide the Employee with a timeline for demonstrating reform.

The Immediate Supervisor **may** indicate that future misbehaviour will result in further progressive disciplinary action.

The written reprimand must be signed by the Executive Director before being presented to the Employee. The written reprimand must be presented to and signed by the Employee to show that the Employee has read the document and was provided with a copy of the same. The Employee’s signature does not mean that he or she agrees with the information written.

The Immediate Supervisor **shall** follow up on written reprimands by recording on the Employee’s personnel file whether the Employee’s behaviour or performance has improved or whether additional disciplinary action was necessary.

It **may** be reasonable to give more than one written reprimand before a suspension without pay or termination is considered.

9.4.3 Suspension

All Employees agree and acknowledge that it is an express term and condition of their employment with the LLRIB that suspensions are deemed not to constitute a termination of the employment relationship.

A suspension is a direction requiring the Employee to stay away from work *without pay*. A suspension may be invoked where a written reprimand was ineffective to correct the inappropriate behaviour or where the misbehaviour was more serious or wilful. For clarity, a suspension **may** be invoked without prior verbal or written reprimand.

Investigatory Suspensions

Investigatory suspensions shall not be deemed as a disciplinary action and employees shall be placed on paid leave. Such a suspension may be definite or indefinite and is considered highly sensitive and confidential. This type of suspension is given to allow a social service agency (Indian and Child and Family Services), local police service (RCMP), or another third-party to conduct an investigation or review.

A Reporting of a Disciplinary Suspension

The Immediate Supervisor **shall** make a detailed report of the Employee’s misbehaviour and the circumstance(s) of the misbehaviour in order to make a recommendation for suspension of an Employee.

The report must include details of the misbehaviour, 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 and recommendation *shall* be reviewed by the Program Director and be forwarded to the Human Resource Director for approval by the Executive Director.

Suspensions of up to and including ten (10) days may be approved by the Executive Director. Longer suspensions must be approved by the Program Directors Working Group.

B Notice of Suspension

In the case where an Employee is suspended, he/she will be advised in person, *or via telephone* by the Immediate Supervisor, who shall then verbally inform the Executive Director and Human Resource Director and then provide the Employee with a written document with respect to the same. This document will be hand-delivered or sent by registered mail and will outline the reason(s) and length of the suspension.

C Criteria for Immediate Suspension

In the following circumstances, the Immediate Supervisor can suspend an Employee immediately, for up to three (3) days, without the approval of the Program Directors Working Group or by the Executive Director:

1. The Employee reports to work impaired by alcohol or drugs;
2. The condition, conduct or behaviour of the Employee is a danger to themselves or others; or
3. The condition, conduct or behaviour of the Employee is preventing the Employee or others from performing their work duties.

D Employee Personnel File

All documents related to suspensions will be placed on the Employee's personnel file.

9.4.4 Dismissal

Dismissal may be invoked where "just cause" exists for termination. Just cause will exist where progressive discipline has failed to correct an Employee's misbehaviour or where the misbehaviour was so serious as to irreparably harm the Employer-Employee relationship. ***The decision to terminate an Employee must be authorized by the Executive Director.***

If an Employee is to be 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, that the misbehaviour was discussed with him/her and, if applicable, that the Employee was given a reasonable amount of time to correct the behaviour or performance.

The Immediate Supervisor is responsible for preparing the necessary documentation and providing it to the Executive Director for consideration.

9.5 ACCOMMODATION IN PLACE OF DISCIPLINE

Where it is determined that the Employee's misbehaviour is caused, in whole or in part, by a disability [e.g. alcoholism or drug addiction], the Employee's misbehaviour shall be addressed in accordance with Chapter 18, "The Duty to Accommodate".

9.6 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 of time or who repeats the offence or commits another, *may* be subject to additional sanctions.

9.7 SOLICITATION OF A WRITTEN RESPONSE

The Employee will be given the opportunity to respond in writing to any disciplinary action. Provided that the reply is delivered within ten (10) working days to the Human Resources Director, the reply will be attached to the Written Reprimand in the Employee's Personnel File.

9.8 RETENTION OF DISCIPLINARY RECORDS

9.8.1 Removal of Records of Verbal and Written Reprimands

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. Once removed, those reprimands shall not be considered in determining the appropriate discipline in any future incident.

9.8.2 Record of Incidents of a Similar Nature

Notwithstanding the above, if an Employee receives a verbal or written reprimand and is provided with written notice that similar incidents in the future will result in progressive disciplinary action, that reprimand *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 upon the Employee's request. Once removed, those reprimands shall not be considered in determining the appropriate discipline in any future incident.

9.9 APPEAL

Due to the inclusion of records of disciplinary action on an Employee's personnel file, reprimands and suspensions *may* be appealed by the Employee following the process set out in Chapter 11.

There shall be no appeal from decisions to terminate irrespective of whether the termination was 'with' or 'without' cause.

10.1 GENERAL

10.1.1 Types of Termination

Employment may be terminated in seven (7) ways:

1. completion of definite term contract
2. resignation;
3. retirement
4. death of the Employee;
5. termination by LLRIB with “just cause”;
6. termination by LLRIB “without cause”; and
7. frustration of contract.

10.2 EXPIRY OF TEMPORARY OR DEFINITE TERM CONTRACTS

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

10.3 RESIGNATION

Employees wishing to terminate employment must serve written notice to the Program Director, with a copy to their Immediate Supervisor.

10.3.1 Length of Notice

Unless otherwise agreed, Program Directors are required to provide thirty (30) days’ notice of termination. Unless otherwise agreed, all other employees are required to provide fourteen (14) days’ notice of termination.

10.4 DEATH

If an Employee dies, any accrued salary and benefits less any amounts owing to LLRIB or statutory remittances *shall* be paid to his or her estate within thirty (30) days.

10.5 TERMINATION WITH ‘JUST CAUSE’

Termination for just cause shall be carried out in accordance with Chapter 9, “Discipline”.

10.6 TERMINATION “WITHOUT CAUSE”

If an Employee is terminated “without cause”, the Employee will be provided with written notice stating the effective date of termination. The appropriate notice period shall be calculated in accordance with the Canada Labour Code the following:

1. If the Employee has been employed for less than six (6) months, termination will be carried out in accordance with chapter 5.

2. If the Employee has been employed for more than six (6) months but less than one (1) year, they will be given two (2) weeks notice.
3. If the Employee has been employed for at least one (1) year, but less than two (2) years, they will be given two (2) weeks notice *plus* the severance pay set out in the *Canada Labour Code*.
4. 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 *plus* the severance pay set out in the *Canada Labour Code*.
5. 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 *plus* the severance pay set out in the *Canada Labour Code*.
6. If the Employee has been employed for more than ten (10) years, they will be given eight (8) weeks notice *plus* the severance pay set out in the *Canada Labour Code*.

10.6.1 Pay in Lieu of 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 Executive Director.

10.6.2 Insufficient Notice to the Employee

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

10.7 LAYOFF

All layoffs will be conducted in accordance with the Canada Labour Code. In the event of an anticipated shortage of work or of funds or where funding is eliminated, the Executive Director and/or Program Director, may provide written notice of lay off to Employees.

Work Shortage, Redundancy and/or Program Funding Shortfalls

When the Executive Director and/or Program Director determines that it is 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 or by program need.

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 advised of a specific date or that they will be re-hired 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.

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, LLRIB 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 his/her lay-off. Should the Employee either refuse or not respond to the offer of employment within seven (7) working days, LLRIB shall be free to fill the position through the normal recruitment process.

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.

Where Laid Off Staff Are Not Recalled

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

Each department may have specific operational plans to meet individual program requirements, provided they are approved by Chief and Council.

10.8 FRUSTRATION OF CONTRACT

Where the Executive Director is satisfied that it is not possible to accommodate an Employee's physical or mental disability or impairment in accordance with Chapter 18 , "Duty to Accommodate", and the Employee has either been absent from work for a period of more than twelve (12) weeks or is incapable of performing essential duties associated with his or her position to a satisfactory standard due to that physical or mental disability or impairment, the employment contract between the LLRIB and the Employee will be deemed to be frustrated and at an end. No severance is payable in such a case.

10.9 RESTRUCTURING

LLRIB *may* at any time restructure LLRIB's organizational chart to better meet the demands of the Band or the delivery of programs and services. Restructuring *may* mean:

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

10.9.1 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.

10.9.2 The Cancellation of Existing Positions

In the event of a position(s) being abolished as a result of restructuring, the affected Employees *shall* consider themselves terminated. In such case, the provisions outlined in Section 10.7 will apply.

10.9.3 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.

10.10 PROCEDURES UPON TERMINATION

10.10.1 Exit Interview

An exit interview *may* be conducted by any of the following: Immediate supervisor, Program Manager, Program Director, or the Human Resource Officer or their respective delegates and the Employee on or about the said Employee's last day of employment. The interview will be recorded and documented.

10.10.2 Procedure

It is the responsibility of the Program Manager or Program Director to:

1. ensure that the Employee has returned all LLRIB property.
2. determine whether to ask the Employee to complete an Exit Interview Form to assist LLRIB 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 LLRIB property, equipment or supplies, the final pay cheque is held back until everything has been returned or replaced. If there are circumstances which dictate that the final pay cheque is to be forwarded to the Employee, it will be sent through the mail, once the LLRIB property has been returned.
4. ensure that LLRIB has the Employee's forwarding address in order to forward documentation such as the Employee's Record of Employment and T4.

10.10.3 Responsibility of the Employee

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

1. return all LLRIB property;
2. arrange for the continuance of their dental, health, or group insurance policies if desired, as set out in the Group Insurance Plan;
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 Program Manager or Program Director;
6. make arrangements regarding their final pay cheque.

10.11 ENTITLEMENTS

If the Employee is terminated with or without just cause by LLRIB or if proper advance notice of resignation is given, the Employee leaving will receive their entitlements within ten (10) working days.

10.12 NO APPEAL OF TERMINATION OR LAY OFF

There is no appeal of decisions to terminate or lay-off after notice of the same has been delivered to the affected Employees.

11.1 GENERAL**11.1.1 Application**

Employees *may* appeal any decision that comes about as a result of the interpretation, application and/or the administration of the LLRIB 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, LLRIB recognizes the value and importance of full discussion in resolving misunderstandings and preserving good relations between Management and non-management Employees. LLRIB believes that the following procedures will ensure that complaints receive full consideration, that principles of fundamental justice are observed, and that change is implemented whenever appropriate.

11.2 PROCESS**11.2.1 Right to Timely Resolution**

LLRIB 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 limit be adhered to in the following procedures. 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 three (3) levels to which an appeal *may* be pursued:

1. a informal appeal to the Program Manager or Program Director;
2. third party mediation;
3. a formal appeal to the LLRIB Executive Director.

11.3 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 the Program Manager or Program Director.

11.4 THIRD PARTY MEDIATION**11.4.1 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 Executive Director. The appeal must be submitted within then (10) working days from the day when the problem occurred.

11.4.2 Mediation Date

Once the appeal is submitted, the Executive Director or his/her designate *shall* appoint a mediator. The parties shall establish a mediation date. At that time, the mediator shall 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.

11.4.3 Referral to Executive Director

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

11.5 APPEAL TO THE EXECUTIVE DIRECTOR

11.5.1 Process

1. Unless otherwise agreed by the parties, the appeal **shall** be heard within ten (10) working days of the Executive Director having been served with notice of an unresolved dispute and the Executive Director **shall** make a decision within ten (10) working days of the hearing.
2. The parties **may** be asked to make written or oral submissions to the Executive Director setting out the details of the incident and their respective positions with respect to it. Principles of fundamental justice **shall** be observed. Witness statements, if any, must be properly sworn.
3. The parties may retain legal counsel at their own expense. The Executive Director may retain such experts including legal counsel as they deem necessary in the circumstances.
4. Formal notice of the Executive Director's decision **shall** be forwarded to the parties. Such notice will be in writing signed by the Executive Director and **shall** be either hand delivered or mailed by registered mail to the last known address of the complainant.

The decision of the Executive Director shall be final and binding on all Parties.

12.1 GENERAL

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

12.2 LLRIB CODE OF CONDUCT

The Code of Conduct will serve as a guide to the general conduct which LLRIB expects of all Employees.

1. LLRIB Employees are responsible for observing and promoting the following principles:
 - (a) to serve LLRIB members residing in the reserve communities;
 - (b) to promote and protect the rights of the First Nations; and
 - (c) to promote and protect Aboriginal and Treaty rights including inherent rights to Self Government.

2. Employees *shall*:
 - (a) exercise the care, diligence and skill that a reasonable prudent employee would exercise in comparable circumstances.
 - (b) carry out the conditions of their employment honestly, conscientiously and loyally with a view to the best interests of LLRIB.
 - (c) conduct themselves on duty and in public in a manner that will bring credit to themselves, the Band and Chief and Council.
 - (d) be prompt, courteous and treat all people with respect and consideration.
 - (e) except as required by law, maintain and protect confidentiality on all matters concerning the Band.
 - (f) maintain the integrity and dignity of the Band and its member communities at all times.
 - (g) be on the job every day unless there is a valid reason for his/her absence.
 - (h) use information obtained on the job only for the intended purpose(s) and not for his/her own interests or those of other persons.
 - (i) follow instructions attentively and co-operate with his/her Supervisor(s) and co-workers.
 - (j) not be involved in any political activities at any First Nation level which *may* be interpreted as giving rise to a "conflict of interest".
 - (k) promote and protect First Nation languages, culture, values and history.
 - (l) try to create and foster a team approach among all staff.
 - (m) seek prior approval from his/her Supervisor before a memo or correspondence on company letterhead is sent to organizations, agencies or individual outside LLRIB which could be seen as making representation on behalf of the Band, the Chief and Council or the member communities.

3. Employees *shall not*:
 - (a) engage in any activity which *may* impair their effectiveness to the Band or bring any disrespect or discredit to the Band, the Member Communities, and the Chief and Council.
 - (b) engage in public criticism of the Band, the Member Communities, the Chief and Council, or other Employees.
 - (c) divulge, broadcast or make public official information unless authorized to do so.
 - (d) accept any fees, gifts or other tangibles other than salary, allowances and benefits offered in reward for duties performed by virtue of his/her position.
 - (e) be involved in any activities which may be interpreted as a "conflict of interest" nor use their position in any manner which might be interpreted as "corrupt practice".
 - (f) transact any business for their personal advantage or take advantage of their position of authority or power.

12.3 CONFLICT OF INTEREST

Employees shall devote the whole of their time, attention and ability during normal working hours to the business of the LLRIB. Employees shall specifically avoid being engaged in any outside business activities which may either constitute or have the appearance of a conflict of interest with the business carried on by the LLRIB. Employees shall use their best efforts to promote the interests of LLRIB and its Member Communities. Employees shall not be appointed to a Board or Commission as representative of the LLRIB without the approval of the Executive Director. Employees shall diligently avoid conflicts of interest and acts of self-dealing and shall not misappropriate into their own hands any corporate property or ripening opportunities that being or properly belong to LLRIB or its Member Communities. Employees shall not transact any business for their own private advantage but any such business shall be carried on for the utmost benefit of LLRIB. Employees shall not take personal advantage of their positions of power or authority in dealings with any other employee, independent contractor, client, patient or other First Nation member, whether youth or adult.

12.4 COMMUNITY BY-LAWS

All LLRIB Employees, as a condition of employment, must abide by and respect any community by-laws legally and duly approved by the local community by-law process. LLRIB Employees are expected to abstain from manufacturing, purchasing, selling and consuming alcohol in "dry" communities. ***This prohibition does not apply to sacramental wine or alcohol prescribed by a duly licensed medical practitioner.*** LLRIB Employees are expected to abstain from manufacturing, purchasing, selling and consuming illegal non-prescription drugs in the reserve communities. ***This prohibition does not apply to traditional medicines or traditional practices.***

12.5 TOBACCO

All LLRIB Employees, as a condition of employment, must refrain from using tobacco products inside all LLRIB work areas. Failure to abide by the policy will result in disciplinary action.

12.6 DRESS CODE

Employees of LLRIB *shall* wear clothing appropriate for a professional organization. As representatives of and ambassadors for LLRIB, 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 LLRIB [i.e., at meetings, conferences, training]; or

3. unless the Employer indicates otherwise [i.e., dress down days].

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.

12.7 NO DISCRIMINATION

LLRIB believes that the working environment should, at all times, be supportive of the dignity and self-esteem of individuals. LLRIB is committed to providing a work environment that is free of discrimination. Discriminatory conduct by Employees on the basis of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability and conviction for an offence for which a pardon has been granted is strictly prohibited and Employees found to have engaged in such conduct may be subject to discipline, up to and including dismissal.

12.8 RUNNING FOR POLITICAL OFFICE

1. An Employee may serve on committees, boards or commissions of voluntary agencies such as Band committees and boards, service clubs, scouts/girl guides, parent-teacher associations, neighbourhood recreation boards, and like organizations provided that it is done on his/her own time. The committee or board in question is not representative of the department for which that employee is directly employed with. The employee may be required to take Annual Leave, EDO or TOIL to attend meetings and for which such a leave request is subject to the approval of their supervisor.
2. An Employee who wishes to seek elected office in local organizations including Band committees and boards 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 and that the committee or board in question is not representative of the department for which that employee is directly employed with. The employee may be required to take Annual Leave, EDO or TOIL to attend meetings and for which such a leave request is subject to the approval of their supervisor.
3. Any Employee who wishes to be appointed or elected to a provincial or national executive of any organization shall obtain the prior written approval of the Executive Director and such approvals shall be based on considerations of conflict of interest and potential impact on work performance. The employee may be required to take Annual Leave, EDO or TOIL to attend meetings and for which such a leave request is subject to the approval of their supervisor.
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, TOIL 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 LLRIB 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 held with any 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.

12.9 CHILD PROTECTION POLICY

All LLRIB Employees, whether permanent or temporary, term or casual, full-time or part-time who has knowledge of or suspects child abuse are required to comply with *The Child and Family Services Act*, SS 1989-1990, c. C-7.2, sections 11 and 12 [reproduced below] and report such abuse to appropriate authorities.

PART III
Child Protection

Child in need of protection

11 A child is in need of protection where:

- (a) as a result of action or omission by the child's parent:
 - (i) the child has suffered or is likely to suffer physical harm;
 - (ii) the child has suffered or is likely to suffer a serious impairment of mental or emotional functioning;
 - (iii) 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*;
 - (iv) 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;
 - (v) the child's development is likely to be seriously impaired by failure to remedy a mental, emotional or developmental condition; or
 - (vi) 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;
- (b) there is no adult person who is able and willing to provide for 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:
 - (i) there are reasonable and probable grounds to believe that:
 - (A) 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
 - (B) family services are necessary to prevent a recurrence; and
 - (ii) 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.

(2) Subsection (1) applies notwithstanding any claim of confidentiality or professional privilege other than:

- (a) solicitor-client privilege; or
- (b) Crown privilege.

(3) 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 grounds for his or 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".

(4) 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.

The Child and Family Services Act, SS 1989-90, c. C-7.2 s.12

13.1 NO WORKPLACE VIOLENCE

As noted in Section 12.7, LLRIB believes that the working environment should, at all times, be supportive of the dignity and self-esteem of individuals. LLRIB is committed to providing a work environment that is free from discrimination and harassment. Engaging in harassment is strictly prohibited and Employees found to have engaged in such conduct may be subject to discipline, up to and including dismissal.

13.2 DEFINITIONS

"Workplace Violence" covers a wide range of behaviour and can manifest itself in many ways. It includes more than just physically assaulting a person. It means the attempted, threatened or actual conduct of a person in the course of employment. It is also generally defined as any behaviour which demeans, embarrasses, humiliates, annoys or abuses a person and that is known or reasonably expected to be unwelcome. The behaviour may or may not violate human rights legislation. It includes, among other things:

- Actual physical abuse, assaults or attacks;
- Harassment (sexual, discriminatory or personal);
- Bullying (threatening gestures, comments, intimidations or other inappropriate, offensive or demeaning activities);
- Property damage, vandalism or theft;
- Swearing, obscene language or insults;
- Verbal or written threats;
- Any other conduct that might be reasonably give an employee cause for fear, affront his/her dignity or create a hostile or poisonous environment

"Harassment" Harassment is any objectionable conduct, comment or display by a person that is directed at another worker [i.e., an employee] that the perpetrator knows or ought reasonably to know:

- 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 an individual's sense of personal dignity.

The harassment that is prohibited by this policy includes discriminatory harassment, sexual harassment, and personal harassment.

"Discriminatory Harassment" Harassment is 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,, age, nationality, ancestry or place of origin; *and*
- which constitutes a threat to the health or safety of the worker.

The *Canadian Human Rights Act* prohibits *discrimination* on the basis of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, family status, marital status, disability, and conviction for which a pardon has been granted. Harassment is discriminatory when the harassment:

- is made on the basis of race, creed, colour, sex (including pregnancy and childbirth), sexual orientation, marital status, family status, mental or physical disability, age, nationality, ancestry, place of origin or pardoned conviction.

“Sexual Harassment” The *Canadian Human Rights Act* prohibits discrimination based on sex and sexual orientation in employment, which includes sexual harassment.

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 above 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 humiliates 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.

Characteristics of Harassment:

- protection against acts of harassment extends to incidents occurring at or away from the workplace, during or outside normal working hours provided such acts are committed within the course of employment, in relation to employment, or in such a manner as to affect the conditions of employment;
- such behaviour may be verbal, physical, deliberate, unsolicited or unwelcome; it may be one incident or a series of incidents. While the following is not an exhaustive list, harassment may include:
 - verbal abuse or threats;
 - unwelcome remarks, jokes, innuendos or taunting about a person’s body, attire, age, marital status, ethnic or national, origin, religion, etc;
 - displaying of sexually explicit, racist or other offensive or derogatory pictures;
 - practical jokes which cause awkwardness or embarrassment;
 - unwelcome invitations or requests, whether indirect or explicit, or intimidation;
 - leering or other gestures;
 - condescension or paternalism which undermines self-respect;
 - unnecessary physical contact such as touching, patting, pinching, punching;
 - physical assault;
- for a practice to be considered harassment it must be reasonably perceived as a term or condition of employment (including availability or continuation of work, promotional or training opportunities) or of the provision of goods, services, facilities or accommodation customarily available to the general public; or influence decisions on such matters; or interfere with job performance or access to or enjoyment of goods, services, facilities or accommodation; or humiliate, insult or intimidate any individual;
- any act of harassment committed by an employee or an agent of any employer in the course of the employment shall be considered to be an act committed by that employer;
- an act of harassment shall not, however, be considered to be an act committed by an employer if it is established that the employer did not consent to the commission of the act and exercised all due diligence to prevent the act from being committed and, subsequently, to mitigate or avoid its consequences;

- harassment will be considered to have taken place if a reasonable person ought to have known that such behaviour was unwelcome;
- in investigating and deciding each case, there must be an objective examination of all the circumstances (including the nature and context of the incidents).

13.3 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 harassment. Notwithstanding this statement, objectionable conduct, comments or displays (as set out in the definitions of harassment referred to above) which occur in the exercise of managerial functions, may be harassment.

13.4 RESPONSIBILITIES

Employer LLRIB is actively working towards creating and maintaining a work environment that is free from harassment.

Supervisory Staff Supervisory staff should make every effort to ensure that the work environment for which they are responsible is free from harassment. Supervisors should take appropriate action when allegations of harassment are made known. Failure to act may result in disciplinary action.

13.5 PREVENTION

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

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

Occupational Health and Safety Committee The 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.

13.6 COMPLAINT RESOLUTION PROCEDURES

Reporting

Any Employee who believes he or she is being harassed is encouraged to tell the harasser to stop immediately.

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

- support the Employee; and
- encourage the co-worker to report the harassment as soon as possible to the appropriate authority.

If an Employee 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 continues, the Employee is advised to promptly report the conduct:

- by making an *informal* [verbal] complaint to the employee's Immediate Supervisor, or the Program Director/Administrator; *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:
 1. the Employee's Immediate Supervisor;
 2. the Program Director/Administrator;
 3. the Human Resource Director ;

Typical Informal Complaint Resolution Procedures

Informal resolution is *not* a required step in the resolution process. Where an Employee 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 complaint is made **shall** make a written record summarizing the complaint and its resolution. Such record shall be forwarded to the Human Resource Director or his/her designate and shall be kept in strictest 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 TO MAKE A FORMAL WRITTEN COMPLAINT.

Formal complaint

Investigation

Where an Employee makes a formal complaint, the complaint should be filed as soon as reasonably possible after the incident has occurred.

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

- the Complainant's name and contact information
- the Respondent's name [i.e. the alleged harasser]
- the nature of complaint and the details of the complaint (the number of incident(s), what occurred, the date and location of the incident(s), the circumstances surrounding the incident, and the names of any witnesses
- consent to authorize the release of information about the complaint to the Respondent so that he/she is afforded the opportunity to make full answer and defence.

Any person receiving a formal complaint, *shall* immediately report the complaint to the Program Director/Administrator who shall in turn report the complaint to the Executive Director.

Investigation of the complaint shall be facilitated by the Executive Director immediately upon receipt of the complaint. Such facilitation may include:

- investigation by the Human Resource Director or his/her designate ;
- investigation by an Executive Director or Program Director or their designates ;
- appointment of an Out-of Scope staff member / person of First Nation ancestry to conduct an investigation;
- contracting out the investigation.

IT IS EXPECTED THAT ALL INVESTIGATIONS WILL ADHERE TO THE PRINCIPLES OF NATURAL JUSTICE.

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 Executive Director or the Human Resource Director ,

- 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 Program Director 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 Employer.

13.7 ACCESS TO OTHER PROCEEDINGS

Nothing in this Harassment Policy should be construed as preventing the Complainant from dealing with an incident of harassment by taking any other steps available under legislation or at law.

13.8 CORRECTIVE AND DISCIPLINARY ACTION

Where harassment or sexual harassment has been substantiated, the Employer will take appropriate corrective action to resolve the complaint.

If at the conclusion of an investigation, an individual is found to have committed harassment, he or she may be subject to disciplinary action, up to and including dismissal. .

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 [i.e., whether there was single incident or whether there is material; evidence that this was a pattern of behaviour and whether there was one or multiple victims];
- whether or not the harasser, by demonstrable action, displays *sincere* rehabilitative potential and the desire to change his or her behaviour.

13.9 RETALIATION

An individual who engages in retaliation as the result of a harassment complaint will be subject to disciplinary action, up to and including dismissal.

13.10 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 subject to disciplinary action, up to and including dismissal.***

13.11 CONFIDENTIALITY / PRIVACY

All harassment complaints will be kept strictly confidential and information respecting the complaint will only be disclosed to individuals who must know for the purposes of investigation and resolution of the complaint, or as required by law. Any information gathered during the course of an investigation into an allegation of harassment will be kept separate from the complainants' personnel file.

14.1 OCCUPATIONAL HEALTH AND SAFETY

1. The Lac La Ronge Indian Band is legislated by *The Occupational Health and Safety Act* and Regulations to establish and maintain an Occupational Health and Safety Committee for each workplace which has ten (10) or more Employees.
2. The purpose of the Occupational Health and Safety Committee is to promote and protect the health and safety of Employees, subcontractors, and independent contractors engaged by LLRIB.
3. Employees are encouraged to submit to their Immediate Supervisor, recommendations for safe practice. LLRIB shall establish and maintain an Occupational Health and Safety Program through the development of safe work procedures, policies and education.
4. Any accidents or concerns regarding Occupational Health and Safety shall be directed to the Human Resources Director or his/her designate, , including copies of any work place or work-related incident reports.
5. The Occupational Health and Safety Committee will assist the Human Resources Director or his/her designate in the identification and resolution of health and safety concerns and ensure that corrective action is implemented.

14.2 TUBERCULOSIS

1. All LLRIB Employees are encouraged to be tested for Tuberculosis [TB]. Routine testing is *mandatory* for all LLRIB Health staff and any other staff who have regular contact with First Nation members from communities where there are active cases of TB. All Employees are encouraged to complete a pre-employment TB screening and yearly thereafter.
2. Employees are encouraged to consult the LLRIB Health Departments information sheet on Tuberculosis for specific procedures dealing with tuberculosis and tuberculosis testing.

14.3 COMMUNICABLE DISEASES

ALL LLRIB EMPLOYEES WHO ARE ENGAGED IN HIGH RISK AREAS WITH REGARD TO THEIR EMPLOYMENT ARE STRONGLY ENCOURAGED TO RECEIVE VACCINATIONS TO SAFEGUARD THEMSELVES AND OTHERS IN THE WORKPLACE.

14.4 COLD WEATHER TRAVEL POLICY

1. Employees are not expected to travel by motor vehicle from their ordinary workplace outside the community for work-related purposes when *the wind chill is -40* as reported by Environment Canada.. [either the temperature is -40°C or colder OR the combination of temperature and wind produce a wind chill of 2200 watts/m^2 or greater] or when weather and road conditions are such that the Employee and his/her immediate Supervisor agree that travel would present health or safety risks [i.e., low visibility from fog or smoke, freezing rain].
2. To minimize health and safety risks, Employees are expected to dress appropriately for the weather and, where appropriate, to outfit themselves with survival gear, including sleeping bags, boots, mitts, hats, food, matches, first aid kits etc.
3. An emergency kit will be provided with each company vehicle. Each kit shall contain: a tow rope, jumper cables, spot light, auto reflector and canned candle. Each vehicle will also be equipped with a spare tire, a vehicle jack, and tire iron/lug wrench. In the winter, it will also be equipped with a snow shovel, extension cord, and ice scraper/brush. The Employee is responsible for ensuring that the emergency kit is present when they sign out a vehicle and that the kit is returned intact when the vehicle is turned in to the central vehicle registry.

14.5 SMOKING IN THE WORKPLACE

Smoking is strictly prohibited in the workplace and in company vehicles. Employees must smoke at least 30 meters from any building. The Employer recognizes its responsibility to provide a safe workplace and to promote healthy lifestyle choices. Smoke poses a health hazard to our clients and staff and smoking presents a potential fire hazard. ***Breaches of this policy will result in disciplinary action.*** Persons who wish to deal with this addiction are encouraged to contact EFAP if it would assist them.

14.6 SAFETY DRIVING AND CELL PHONE USE

LLRIB is aware that employees currently use their cell phones for business purposes while driving in their personal or supplied vehicle. We recognize that other distractions occur during driving, however curbing the use of cell phones, while driving, is one way to minimize the risk, for our employees, of accidents.

An employee who uses a Band-supplied device or a Band-supplied vehicle is prohibited from using a cell phone or similar device, hands on while driving, whether the business conducted is personal or company-related. This prohibition includes receiving or placing calls, text messaging, surfing the Internet, receiving or responding to email, checking for phone messages, or any other purpose related to your employment, including volunteer activities and meetings.

Employees are expected to adhere to all other legislated requirements as it relates to the operation of motor vehicles. In addition, employees must ensure that they follow procedures regarding the care and maintenance of Band-supplied vehicles.

Employees who violate this policy will be subject to disciplinary actions and will be responsible for any liability associated with an accident/damage.

15.1 CELL PHONES

Employees who are required to conduct Lac La Ronge Indian Band business through the use of a cell phone will be either authorized to receive a LLRIB issued cell phone or the employee may choose to use their personal cell phone and receive reimbursement for business use. Cell phones and service packages used to conduct Lac La Ronge Indian Band business must be used responsibly, ethically and cost effectively. Therefore the following policy statements must be adhered to at all times.

The Program Director will have the authority to approve Cell Phones for their Employees.

15.2 USING A CELL PHONE TO CONDUCT LLRIB BUSINESS

1. LLRIB will pay all business related expenses incurred on either a LLRIB issued cell phone or an authorized personally used cell phone.
2. Employees are required to adhere to all Saskatchewan traffic laws including the restriction of using cell phones while driving unless a hands free device is in operation. This applies whether the vehicle is personally owned or company owned.
3. All Employees using cell phones for LLRIB business must have a protected password.

15.3 LLRIB ISSUED CELL PHONES

For those employees who are required to carry a cell phone to conduct LLRIB business and are authorized to receive a LLRIB issued cell phone the following conditions will apply:

1. All employees who are issued a LLRIB cell phone will sign a letter of agreement regarding the use and conditions for replacement or repair of the phone in the event it is lost, stolen or damaged. This agreement will include any conditions and costs agreed upon by the employee and employer.
2. Whenever a company owned cell phone is damaged, lost or stolen, such incidents must be reported immediately to the employee's supervisor and the Program Director.
3. Any lost, damaged or stolen cell phones or related accessories will be assessed individually and depending on the circumstances of the loss, damage or breakage will be, in most situations:
 - a) First time – 50%:50% shared by employer and employee
 - b) Second Time – 25%:75% shared by the employer and employee
 - c) Third time: 100% cost paid by employee.
4. Prior to termination of employment or job duties requiring cell phone use, each cell phone user must:
 - a) Ensure that service accounts are reconciled prior to departing the employment of LLRIB
 - b) Surrender his/her company owned cell phone to the Program Director
 - c) If the user does not return their company owned cell phone, he/she will be required to reimburse the full replacement cost of the cell phone.
5. For employees who use a LLRIB issued cell phone for non-business related use a letter of agreement will be signed with the following conditions being applied:
 - a) A flat fee of \$15.00 a month will be deducted from their payroll
 - b) In addition any 411 or picture forwards, apps with additional charges or additional charges incurred over and above those provided will be deducted from the employee's payroll.

- c) Any long distance charges over 300 minutes will be deducted unless supporting documents are provided by the employee that it was business related.

15.4 USE OF PERSONALLY OWNED CELL PHONES

For those employees who are required and authorized to conduct LLRIB business by cell phone and choose to use a personally owned cell phone rather than a LLRIB issued phone are subject to the following conditions:

1. The Program Director must first authorize the employee to use his/her personal cell phone for conducting LLRIB business. An authorization form must be signed by the Program Director and submitted to the finance department.
2. Once authorized, LLRIB will pay either a monthly allowance of \$65.00 per month or the amount of the employee's personal plan, whichever is less.
3. The monthly allowance shall at no time exceed the employee's personal cell phone plan.
4. The approved cell phone allowance will be paid quarterly by submitting an expense claim form with copies of the invoice page of his/her phone bill for verification.

15.5 E-MAIL USE POLICY

Employees who use electronic mail [email] to communicate with staff, friends, family, co-workers and peers must avoid intentionally sending email or engaging in practices with email that have the potential to bring the Band into disrepute.

1. Employees who use email in the workplace are to be familiar with:
 - (a) Copyright laws as they apply to software and electronic forms of information
 - (b) relevant Sections of the Criminal Code of Canada including, but not limited to the section:
 - (i) 163 corrupting morals
 - (ii) 163.1 child pornography
 - (iii) 342.1 unauthorized use
 - (iv) 342.2 possession of a device to obtain computer service
 - (v) 430(1.1) (5) mischief in relation to computers
 - (c) relevant libel and slander laws and the possibility of defamation suits;
 - (d) the Employer's "zero tolerance policy" with respect to harassment.
2. *Email use is a privilege.* Inappropriate use will result in removal of the privilege. Examples of abuse include, but are not limited to:
 - (a) Sending unauthorized executable attachments to staff or opening/saving executable attachments [i.e., .exe, .jpeg, tif, gif, vbs, etc].
 - (b) Using email to promote your personal business or for personal web pages contrary to the Conflict of Interest policy;
 - (c) Using email for notification of new software releases and/or downloading these upgrades without the prior written approval of the Program Director. .
 - (d) Sending email to web sites that may potentially damage the integrity of a computer system or the data of programs stored on a computer system.

- (e) Email chain letters.

If in doubt, contact the system administrator or the Immediate Supervisor.

3. Email may be used to pursue professional and career development goals.
 - (a) communicating with fellow members of professional organizations;
 - (b) collaborating on research (but be aware of the Oath of Confidentiality);
 - (c) participating in and/or reading electronic mail discussion groups on professional topics;
 - (d) contacting and participation in technical, scientific programs or activities;
 - (e) contacting or participating in program or policy activities.

The Employer reserves the right to monitor all email and internet usage.

Staff may use email for work related purposes any time. Use of email for personal [i.e., non work-related purposes] ***on personal time*** [i.e., outside of ordinary hours of work or during nutrition or rest breaks] is allowed within the limits set out above and provided such use does not interfere with work performance.

15.6 INTERNET USE

Employees who have access to the internet through work must avoid intentionally accessing sites or engaging in practices on the internet that have the potential to bring the Band into disrepute and/or compromise the integrity of the network.

1. To safeguard the integrity of the Band's information system and network, Employees who use Internet in the workplace are to be familiar with:
 - (a) Copyright laws as they apply to software and electronic forms of information
 - (b) relevant Sections of the Criminal Code of Canada including, but not limited to the section:
 - (i) 163 corrupting morals
 - (ii) 163.1 child pornography
 - (iii) 342.1 unauthorized use
 - (iv) 342.2 possession of a device to obtain computer service
 - (v) 430(1.1) (5) mischief in relation to computers
 - (c) relevant libel and slander laws and the possibility of defamation suits;
 - (d) the Employer's "zero tolerance policy" with respect to harassment.
2. *Internet use is a privilege.* Inappropriate use will result in removal of the privilege. Examples of abuse include, but are not limited to:
 - (a) staying connected to the internet even though you are not currently using it. This takes up considerable band width, making internet access slower for the rest of the staff;
 - (b) using the internet to promote your personal business or for personal web pages contrary to the Conflict of Interest policy;
 - (c) downloading plug-ins without the prior written approval of the System Administrator or Program Director; ;

- (d) updating your browser version without the prior written approval of the System Administrator or Program Manager;
- (e) subscribing to any website without the prior written approval of the System Administrator or Program Manager;
- (f) downloading/installing of software from the internet without the prior written approval of the Systems Administrator or Program Director; ;
- (g) entering web sites that may potentially damage the integrity of a computer system, or the data of programs stored on a computer system.

If in doubt, contact the System Administrator, the Program Director/Administrator or the Immediate Supervisor.

16.1 PURPOSE

The Lac La Ronge Indian Band (LLRIB) has developed programs to promote and enhance health and safety in the workplace.

To improve productivity, reduce absenteeism, ensure the health and safety of our employees, and ensure the retention of valuable employees, the Band implemented a drug and alcohol policy effective October 1, 2004. The policy is directed at protecting the working environment, the health and safety of employees, coworkers, contractors, subcontractors and the general public. This program combines drug and alcohol testing, supervisors training, and access to assistance.

The policy applies to all regular full-time and part-time employees, candidates with an offer of employment with LLRIB, as well as any temporary employees, contractors or subcontractors working in our environment.

Violation of this policy within the legal parameters, shall result in adverse employment action up to and including termination.

16.2 POLICY

No employee shall report to work while under the influence of alcohol or drugs. Drugs, drug paraphernalia, and alcohol are prohibited at work and in the working environment. If a Supervisor has reasonable grounds to suspect that a worker is impaired by alcohol or drugs, the Supervisor shall prohibit the worker from working and immediately report such action to the Program Director or designate.

16.3 TESTING

- Pre-employment – Tested for drugs only. All successful applicants offered a safety sensitive job will be tested. Exceptions exist, for example employees returning after an absence from employment that is less than 6 weeks.
- Post Incident – An employee in a safety sensitive job will be tested for drugs and alcohol following incidents/accidents that result in a disabling injury, fatality, significant incident or near miss, This includes but is not limited to significant property damage, injury to others, public evacuation, serious environmental damage. Testing is not required when the accident was the direct result of a mechanical or structural failure or act of God (i.e. storms).
 - Drug testing should occur as soon as possible. The employee should be removed from duty and directly observed from the time of the incident until the testing takes place.
 - Drug testing should be done within 32 hours. Alcohol testing should be done within 2 hours however testing can be done up to 8 hours following.
 - A worker who is seriously injured during an accident, and who cannot provide a specimen at the time of the accident, shall provide the necessary authorization to the Employer for obtaining medical records that may indicate the alcohol/drug results following the incident.
- Reasonable Cause – Employees in safety sensitive jobs will be tested for alcohol or drugs where a Supervisor or other official make observations which form a reasonable basis for suspecting that the employee is in breach of this policy. Wherever reasonably practicable, the Program Director will be notified and consulted prior to testing for reasonable cause.
 - Observations will be documented. This will include a specific description and may include, however is not limited to:
 - Smell of alcohol on breath, or marijuana smoke on clothing
 - Slurred speech
 - Erratic, disruptive, or unusual behaviour, including physical or verbal fighting
 - Glassy or red eyes
 - Unbalanced or uncoordinated physical movements, or staggering gait
 - Flushed face
 - Disorientation
 - Admission or disclosure of use of drugs or alcohol

- Drowsiness, or unexplained sleeping, or loss of consciousness
 - Accidents or injuries
 - Repeated errors on the job
 - Patterned or excessive absenteeism
 - Credible complaints
 - Possession of drug paraphernalia or alcohol bottles in the work environment or vehicles that can be reasonably associated with a particular employee
 - Unexplained failure to follow LLRIB safety processes
- Returning to work – Employees who have contravened this policy, undergone required treatment and aftercare as recommended by the substance abuse professional (EFAP) and are returning to work may be tested. The requirement for this testing will be based upon the recommendations of the substance abuse professional.
 - Unannounced testing – In accordance with the agreement between the LLRIB and the employee after returning to work following contravention of the policy, treatment and returning to work.

The cost of testing will be paid by the LLRIB.

16.4 PRESCRIPTION OR OVER THE COUNTER MEDICATIONS

Workers in safety sensitive jobs will report to their supervisor when they are using any prescription or over the counter medication that contains warnings (i.e. restriction from operating equipment, drowsiness). The Supervisor and Program Director will review the ability of the employee to work in a safe and healthy way in conjunction with Human Resources. This may include providing authorization to the LLRIB Occupational Health Nurse to contact the physician to address any safety concerns or issues.

No employee will intentionally misuse prescription or over the counter drugs during work or prior to the shift in a way that would negatively impact the ability to work safely or in a fit way.

An employee may be allowed to perform safety sensitive job duties where it is confirmed by a licensed physician that the medication will not adversely affect the employee's ability to work without risk to personal health and safety or that of others.

Violation of this policy, or failure to meet satisfactory levels of work performance as a result of alcohol or drug use, is considered serious and will result in corrective action. Depending on the severity of the violation and safety considerations, consequences may include documentation of the incident, suspension with or without pay, demotion or other disciplinary action, up to and including dismissal.

The Employer will refer workers impaired by alcohol or drugs to EFAP.

16.5 TESTING PROCESS

All of the testing will be done in accordance with all provincial and federal regulations and laws that apply.

All testing results and information are confidential. The designated Medical Review Officer will release the test results only to the specified and designated LLRIB representative. The designated representative will communicate relevant information to the LLRIB Program Director or responsible senior management decision maker as required.

Documents will be retained in accordance with privacy law and regulations. Separate from personnel files.

16.6 TEST REFUSALS

In the event that the employee refuses to undergo testing in accordance with the provisions of this policy, it will be deemed that the policy has been contravened and positive test result provisions will apply.

16.7 USE OF DRUGS AND ALCOHOL

Possession, use or offering for sale of alcohol, drugs, or drug paraphernalia in the work environment, including vehicles is prohibited.

Use of alcohol at LLRIB social functions where it is approved by the Executive Director and Chief and Council does not contravene this policy, as long as the alcohol consumed at the function is within the legal limits of alcohol consumption. This policy applies to the safe and healthy performance of work duties.

16.8 POLICY VIOLATIONS

Violation of this policy will result in disciplinary action. This may include suspension with or without pay, demotion or other disciplinary action, up to and including dismissal.

The Employer will refer workers who disclose a substance abuse problem or those who have positive test results to EFAP. Contravening employees will be required to follow recommended treatment and aftercare as identified by the health care provider/substance abuse professional.

The LLRIB Human Resources Director or his/her designate and/or Program Director will ensure that the contravening employee is removed from duty or accommodated with job tasks that are not safety sensitive. This may include restricted duties, disability leave, or a leave of absence.

Prior to returning to work, a contravening employee may be required to enter into a formal agreement outlining employment responsibilities and expectations specific to substance abuse and unannounced testing.

Upon return to work, and in accordance with the recommendation of the substance abuse professional, an employee may be required to undergo drug and alcohol testing, a negative result may be required prior to clearing the employee to return to duty.

An employee who refuses testing, tests positive, does not comply with recommended treatment or agree to comply with the provisions of this policy will be subject to corrective disciplinary action up to and including termination.

16.9 EMPLOYEE RESPONSIBILITIES

- (a) Understand and seek clarification of the policy and the responsibilities under it.
- (b) Be fit for duty when reporting for and during work, including when on-call or performing unscheduled work.
- (c) Inquire with their pharmacist and/or doctor the impact of both prescribed and over-the-counter medications on fitness for duty, before reporting to work.
- (d) Notify their supervisor that they are on medication and present documentation from a physician or pharmacist as to whether or not the medication will impact work performance.
- (e) Inform their supervisor and request alternative assignment of duties if unexpected circumstances arise where a worker is requested to perform unscheduled services while on medications that may affect safety.
- (f) Seek professional advice and follow treatment recommendations if the worker suspects he/she may have an alcohol/drug dependency or an emerging problem.
- (g) Follow any recommended monitoring or post-care program after successfully completing primary treatment for alcohol/drug dependency.
- (h) Take appropriate steps to ensure that a co-worker who appears to be unfit or who could endanger themselves or others does not perform such work, and inform the Supervisor or designate immediately.
- (i) After an accident where the Program Director or Immediate Supervisor has reasonable grounds to believe the worker's ability was impaired by alcohol/drugs, undergo alcohol/drug testing upon request by the Employer.
- (j) Contact their Supervisor if required to undergo alcohol/drug testing after an accident unless unable to do so as a result of injury.

16.10 SUPERVISOR RESPONSIBILITIES

- (a) Be familiar with the policy and the resources available.

- (b) Be consistent on the application of this policy.
- (c) Attend specific training on their roles and responsibilities under the policy.
- (d) If alcohol/drug testing is required, remove the worker from service, escort the worker to the testing site and ensure the worker is escorted home.

16.11 RIGHT TO MODIFY

The LLRIB may modify, rescind or change this Policy and any procedures at any time in accordance with Legislation of the province and country. Neither this policy nor any of the procedures shall constitute nor be deemed a contract or promise of employment.

16.12 DEFINITIONS

- Safety sensitive position – A position where the worker has a significant and direct role in a job function wherein safety is a bonafide occupational requirement. This means that performing the function(s) in a safe way is integral to ensure the job is done without putting the health or safety of self, co-workers, the general public or environment at risk. This includes circumstances where the employee works alone, without direct supervision, or with limited supervision.
- Drug – is any substance that, when absorbed into the body, alters normal bodily function. This may include recreational, prescription and over the counter drugs.
- Drug testing for the purpose of this policy screens for and determines the presence of marijuana, cocaine, phenylcyclidine, amphetamines, and opiates.

17.1 EMPLOYEE ASSISTANCE PROGRAM

1. LLRIB supports early aid and treatment to help resolve Employee problems related to substance abuse, medical, family, financial and other personal difficulties
2. The LLRIB Employee and Family Assistance Program [EFAP] recognizes the need to provide professional counselling services to Employees whose personal problems may impair their job performance. The Employer's commitment to the Employee and Family Assistance Program reflects this concern and offers a productive and supportive method of handling Employee problems before they have deleterious consequences for the Employee or his/her family.
3. This program is administered and implemented by a national firm of professional counsellors, Homewood Human Solutions who will provide assessment, counselling, treatment and referral services for Employees and their families with respect to any personal or family, social, mental, or physical health problems, which, directly or indirectly, impair the Employee's job performance, including but not limited to:
 - (a) addictions such as substance abuse (alcohol, prescription or non-prescription drugs, solvents), gambling, and other disorders or compulsive behaviours;
 - (b) abuse including economic, emotional, physical, sexual and spiritual abuse;
 - (c) assault including physical and sexual assault;
 - (d) grieving or bereavement;
 - (e) lifestyle problems;
 - (f) marital and family problems;
 - (g) psychological disorders including co-dependency problems, depression and eating disorders;
 - (h) referral for legal and financial problems; and
 - (i) work stress.
4. An Employee may make use of the Employee and Family Assistance Program:
 - (a) by contacting the counselling firm directly at 1 (800) 663-1142 without involving anyone in the workplace;
 - (b) on the informal recommendation of a Supervisor or fellow Employee; or
 - (c) on the formal recommendation of a Supervisor or the Program Director/Manager where the Employee's job performance has been affected and either as an alternative to the implementation of progressive disciplinary action or as an adjunct thereto.
5. Employees voluntarily taking advantage of the Employee and Family Assistance Program are assured that their job and their continued employment will not be jeopardized as a result of their participation in the program, provided however, that they adhere to the procedures set out in the Personnel Manual if their work attendance and/or performance is/will be affected by such participation.
6. In the case of referrals associated with job performance issues, the onus is on the Employee to make the initial appointment with the counselling firm and to follow through with any counselling, treatment or referral that is recommended. If the Employee fails or neglects to take advantage of

these services and fails to demonstrate substantial improvement in his/her job performance within a reasonable time frame, progressive discipline may be initiated or continued including suspension and termination.

7. Participation in the Employee and Family Assistance Program, whether voluntary or otherwise, does not excuse or justify any deviation from the procedures set out in the Policy Manual nor excuse or justify on-going unsatisfactory job performance.
8. The details of an Employee's personal problems and/or his or her treatment program will be kept confidential.
9. There will be no charge to an Employee for any of the professional counselling firm's services and billings to the LLRIB First Nations Insurance Services Employee and Family Assistance Program will not reveal the individual's identity, the nature of his/her problem nor his/her prognosis.

18.1 DUTY TO ACCOMMODATE

The Employer will accommodate an Employee who is suffering from a physical or mental disability to the point of undue hardship.

The employee will participate in and cooperate with the process of accommodation.

18.2 PROCEDURE FOR ACCOMMODATION

There are different parameters with respect to accommodation.

1. There is temporary accommodation of temporary work restrictions due to medical disability.
 - a. This includes the short-term modified and gradual return to work programs where the employee is expected to return to their full regular duties.
2. A permanent accommodation, occurs where the Employee has permanent work restrictions due to medical disability. The Employee is not expected to return to his/her pre-illness/accident job.
 - a. Permanent accommodation of permanent work restrictions may include modifying a job, duties, providing tools/equipment/assistive devices, scheduling changes or changing jobs.
3. In cases of accommodation the following will be determined and addressed.
 - a. Is there confirmation of a medical disability?
 - b. Is there confirmation of work restrictions that preclude the employee from performing their duties in a healthy and safe way?
 - c. What are the core and essential duties of the job?
4. The next step is to confirm whether the person is able to be accommodated in the workplace. The basic questions, in order for the process of accommodation are:
 - a. Is the employee fit and capable of doing his/her own job safely; and is there a risk to his/her health or safety or that of others?
 - b. Is the employee fit and capable of doing his/her own job with modification in a safe and healthy way; and is there a risk to his/her health or safety or that of others?
 - c. Is the employee fit and capable of doing a different job; and is there a risk to his/her health or safety or that of others?
 - d. Is the employee fit and capable of doing a different job with modifications; and is there a risk to his/her health or safety or that of others?
 - i. If the answer is yes, at any step of the considerations for alternate job placement, the employee will be accommodated appropriately.
 - ii. If the answer is no to all 4 questions, it means that there is no job suitable and safe for the employee to do.
 - iii. An employee has the right to refuse an accommodation, giving reasonable explanations for the refusal.
 - iv. Where a reasonable accommodation has been proposed by the LLRIB, the employee has a duty to facilitate the implementation of the proposal.
5. Undue hardship means a significant and negative impact on the workplace/organization. This can extend include matters such as financial costs, interference with the rights of others, health and safety concerns/obligations as well as matters specific to the workplace – like size, morale, operations issues, skills and losses to the employee

19.1 INTRODUCTION

LLRIB is committed to maintaining the accuracy, confidentiality and security of personal information.

19.2 WHAT IS PERSONAL INFORMATION?

For the purposes of this Privacy Policy, personal information is any information about an identifiable individual, other than the person's business title or business contact information when used or disclosed for the purpose of business communications.

19.3 WHAT PERSONAL INFORMATION IS COLLECTED?

LLRIB collects and maintains different types of personal information in respect of those individuals who seek to be, are, or were employed by LLRIB, including, but not limited to, the personal information contained in:

- resumes and/or applications;
- references and interview notes;
- letters of offer and acceptance of employment;
- payroll information; including but not limited to social insurance number, pay cheque deposit information, etc.;
- wage and benefit information;
- forms relating to the application for, or in respect of changes to, employee health benefits; including, short and long term disability, medical and dental care; and
- beneficiary and emergency contact information.

In addition to the examples listed above, personal information also includes information such as name, home address, telephone, personal email address, date of birth, employee identification number and marital status, and any other information necessary to LLRIB's purposes, which is voluntarily disclosed in the course of an employee's application for and employment with LLRIB.

19.4 DISCLOSURE OF PERSONAL INFORMATION

It may be necessary to share personal information with employees, contractors, consultants or other parties who require such information. In each case, LLRIB will ensure that only information necessary is disclosed and that only those who require the information are provided with such.

Reference checks requested of the LLRIB will go through Human Resources. The Human Resource Office will ensure that the person has authorized the release of this information.

LLRIB is responsible to ensure that all 3rd parties meet legislative requirements with respect to the protection of personal information and abide by the standards set out in this Privacy Policy.

Further, personal information may be disclosed:

- as permitted or required by applicable law or regulatory requirements. In such a case, LLRIB will endeavor to not disclose more personal information than is required under the circumstances;
- to comply with valid legal processes such as search warrants, subpoenas or court orders;
- during emergency situations or where necessary to protect the safety of a person or group of persons;
- where the personal information is publicly available; or
- with consent where such consent is required by law.

19.5 NOTIFICATION AND CONSENT

Privacy laws do not generally require LLRIB to obtain consent for the collection, use or disclosure of personal information for the purpose of establishing, managing or terminating an employment relationship.

To the extent that consent is required, LLRIB will assume, unless an employee advises otherwise, that consent has been granted to collect, use and disclose personal information.

Where consent was required for collection, use or disclosure of personal information, an employee may, at any time, subject to legal or contractual restrictions and reasonable notice, withdraw consent. All communications with respect to such withdrawal or variation of consent should be in writing and addressed to the Privacy Officer.

19.6 PROTECTION OF PERSONAL INFORMATION

LLRIB endeavors to maintain physical, technical and procedural safeguards that are appropriate to the sensitivity of the personal information in question. These safeguards are designed to prevent personal information from loss and unauthorized access, copying, use, modification or disclosure. Only those with a need to know shall have access to personal information and such information will be stored, retained and destroyed appropriately.

19.7 ACCESS TO PERSONAL INFORMATION

Employees may request to review the personal information held by LLRIB for accuracy and may have incorrect information amended as appropriate. Employees seeking to review this information should make their request in writing to the Privacy Officer listed below. Please note that there may be instances where applicable law or regulatory requirements allow or require LLRIB to refuse to provide some or all of the personal information that we hold about an employee.

19.8 PRIVACY OFFICER

We have appointed a Privacy Officer to oversee compliance with this Privacy Policy. The contact information for our Privacy Officer is as follows:

Human Resources Officer
Box 480
Lac La Ronge, SK
S0J 1L0

Employees with concerns regarding the collection, use or other aspects of this Privacy Policy should contact the Privacy Officer.

20.1 ANNUAL REVIEW OF THE PERSONNEL MANUAL

The LLRIB Personnel Manual *shall* be reviewed annually by the Program Directors Working Group and/or their legal and technical advisors.

All proposed amendments and suggestions made by the Program Directors and/or staff *shall* be sent to the Human Resource Director . The Human Resource Officer *shall* be responsible for submitting all proposed amendments to the Program Directors Working Group for discussion. The Program Directors Working Group may reject or adopt the proposed amendments in whole or in part. The Program Directors Working Group may consult technical or legal advisors before making any decisions with respect to the proposed amendments. Once an amendment has been approved by the Program Directors Working Group, it *shall* be submitted to the La Ronge Internal Council for ratification.

The motion of La Ronge Internal Council *shall* indicate when the amendment comes into force.

All staff shall be notified by memorandum distributed with their pay cheques and/or posted in the workplace of any changes to the Policy Manual and their effective date.

20.2 PERIODIC AMENDMENTS

The Program Directors Working Group may, from time to time, review certain portions of the Policy Manual where changes to relevant legislation or an incident in the workplace dictate such a change or where a novel situation arises that calls for a policy to be drafted to cover/prevent its recurrence.

The Program Directors Working Group may consult technical or legal advisors before making any decisions with respect to the proposed amendments. Once an amendment has been approved by the Program Directors Working Group it *shall* be submitted to the La Ronge Internal Council for ratification.

All staff shall be notified by memorandum distributed with their pay cheques and/or posted in the workplace of any changes to the Policy Manual and their effective date.

The motion of Internal Council *shall* indicate when the amendment comes into force.