

# **ANICINABE NATION OF KAKINWAWIGAK HUMAN RESOURCES POLICY AUTHORIZATION**

Effective Date: February 20, 2025

Council Resolution No:

## **ANICINABE NATION OF KAKINWAWIGAK HUMAN RESOURCES PROCEDURES AUTHORIZATION**

Effective Date:

\_\_\_\_\_  
Executive Director Signature

\_\_\_\_\_  
Date





# **Human Resources Policy and Procedures**

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## **01 GENERAL**

### **01 INTRODUCTION**

- 01 This Human Resources Policy and Procedures Manual is approved by Band Council Resolution of the Anicinabe Nation of Kakinwawigak (also known as Long Point First Nation) and at least every two years, all adopted policy and procedures will be reviewed for completeness, accuracy and relevancy and revised or removed accordingly.
- 02 The Council has the power to make policy regarding any aspect of management of Anicinabe Nation of Kakinwawigak including the powers to appoint and engage employees and to determine the terms of employment of employees.
- 03 The Council has the authority and power to appoint as officers, an Executive Director and a Director of Finance and may delegate to the Executive Director any of its authority not required to be exercised by the Council by law or by any resolution of Anicinabe Nation of Kakinwawigak (see Anicinabe Nation of Kakinwawigak Governance Policy and Procedures Authorization and Delegation Table, page 19, and Director Appointment and Responsibilities, Section 7 page 43) and accordingly has delegated to the Executive Director the powers to appoint staff, including the Director of Finance, in accordance with the Recruitment and Selection Policy No. 0210 and to supervise, suspend, and dismiss employees.
- 04 The Council has the power to create and disband committees. The Personnel Committee is a special ad-hoc committee that is established by Council when required.
- 05 The division of powers and responsibilities detailed in this Policy Manual is set forth below:

#### **A. Council**

- a) Appoints the Executive Director;
- b) Reviews and approves the performance appraisal of the Executive Director, prepared by the Personnel Committee;
- c) Is responsible for corrective actions and dismissal of the Executive Director;
- d) Approves and amends personnel policies as recommended by the Executive Director, in consultation with the Management Board;
- e) Ensures a human resources record management system is established and implemented;



- f) Reviews and approves the establishment of positions and job descriptions related to the Anicinabe Nation of Kakinwawigak Organizational Chart and recommended by Anicinabe Nation of Kakinwawigak Executive Director; and
- g) Reviews and approves the schedule of salaries.

## **B. Personnel Committee**

- a) Conducts the search for the Executive Director;
- b) Prepares the performance appraisal of the Executive Director for review and approval by the Council; and
- c) Performs other duties as assigned from time to time by Band Council Resolution.

## **C. Executive Director**

- a) Recommends revisions to the Human Resources Policy and Procedures, in consultation with the Management Board;
- b) Recommends the addition or deletion of positions as related to Anicinabe Nation of Kakinwawigak's Organizational Chart, position descriptions and amendments and salary schedules for all positions;
- c) Recruits and appoints persons to fill positions created by the Council according to the Recruitment and Selection Policy No. 0210;
- d) Supervises, reprimands, suspends, and dismisses employees;
- e) The Council may at any time, at its discretion, decide to amend any portion of this Human Resources Policy and Procedures upon the advice of the Executive Director, in consultation with the Management Board. Amendments will be approved by Band Council Resolution at a regular Council meeting or at any special meeting of Council called for the purpose of amending these policies; and
- f) This Policy Manual applies to all employees of Anicinabe Nation of Kakinwawigak and is set down to regulate the relationship between employees of the Anicinabe Nation of Kakinwawigak.

## **02 INTERPRETIVE PHILOSOPHY**

- 01 The policies contained in this Manual are designed to assist all persons involved in Anicinabe Nation of Kakinwawigak to develop a clearer understanding of the rights and responsibilities of employees and Anicinabe Nation of Kakinwawigak. This manual is not, nor can it be, a comprehensive manual covering all situations that may arise in the course of day-to-day operations, but it is intended as a guide and statement of policy. It may be amended from time to time and employees will be kept abreast of the changes implemented.
- 02 The philosophy of Anicinabe Nation of Kakinwawigak is derived from its mission and vision statements, along with its values, as stated in the Strategic Plan and mentioned below. They serve as a foundation for development of the policies and procedures stipulated herein.



## **A. Mission**

- 01 Assert the sovereignty, enhance the quality of life, and assure a safe and secure environment for the Kakinwawigak Anicinabeg.

## **B. Vision**

- 01 A dynamic prosperous Anicinabeg nation, harmonious, strong and proud, with holistically healthy and bi-culturally educated people.

## **C. Values**

- 01 Anicinabe Nation of Kakinwawigak's values are consistent with rendering quality services with utmost loyalty and integrity, inspired by the Seven Grandfather Teachings passed down to us by our ancestors.
- 02 The Seven Grandfather Teachings are:
- Respect ~ Love ~ Honesty ~ Truth ~ Humility ~ Bravery ~ Wisdom
- 03 The philosophy of Anicinabe Nation of Kakinwawigak as set out in the above paragraphs will be utilized in the application and interpretation of Anicinabe Nation of Kakinwawigak's Human Resources Policy and Procedures.
- 04 References to other policies are made in this Human Resources Policy and Procedures.

## **03 DEFINITIONS**

- 01 The following definitions apply to terms used in this Human Resources Policy and Procedures:

"Abandonment of Position"	termination of an individual's employment where the individual has failed to report for duty for a period of three (3) consecutive shifts or more without reason sufficient to the Employer
"Anicinabe Nation of Kakinwawigak"	refers to Long Point First Nation
"Band Council Resolution"	a formalized document approved by Chief and Council to enact or confirm a decision made by the Council. Band Council Resolutions require quorum of three (3) Council Members in order to be valid





“Casual Employee”	employee who is called to work on an as-needed basis
“Code of Conduct Declaration”	statement that Council, committee members, employees, and contractors must sign on an annual basis that states they understand and agree to the Anicinabe Nation of Kakinwawigak’s code of conduct
“Committee”	group of people appointed by Council for advising Council or conducting decision-making activities assigned by Council until or unless they are suspended or disbanded by Council
“Conflict of Interest”	situation of personal gain at the expense of others
“Corrective Actions”	steps taken to deal with job-related behaviour that does not meet agreed upon and communicated performance expectations
“Council”	duly elected official representatives of the Anicinabe Nation of Kakinwawigak that includes Chief and Councillors
“Employee”	a person who is hired to provide services in the Anicinabe Nation of Kakinwawigak on a regular basis in exchange for compensation and who does not provide these services as part of an independent business
“Employer”	means Anicinabe Nation of Kakinwawigak
“Executive Director”	person who is responsible for leading the day-to-day administration or management of the Anicinabe Nation of Kakinwawigak and who reports directly to Council
“Immediate Family”	refers to spouse (implies common-law as well), father, mother, child, step-child, sister/brother, father/mother-in-law, brother/sister-in-law, child of spouse or custom adoption, grandparent, grandchild, aunt, uncle, niece, nephew, son/daughter-in-law
“Full-time Employee”	an employee who is regularly scheduled to work thirty-five (35) hours per week



“Human Resource Records”	records that contain information on an individual’s hiring, job duties, compensation, performance, and general employment history
“Leave”	an authorized absence from duty by an employee during the employee’s normal hours of work
“Management Board”	group comprised of Anicinabe Nation of Kakinwawigak Directors, chaired by the Executive Director
“Organizational Chart”	visual representation of the different positions in the Anicinabe Nation of Kakinwawigak that clearly shows reporting relationships (who reports to whom)
“Part-time Employee”	an employee who is regularly scheduled to work twenty hours or less and has a specific term
“Performance Review”	evaluation of employee performance in the context of progress toward goals, working style and efficiencies, workplace behaviour, and growth opportunities
“Performance Improvement Plan”	plan developed by and employee’s direct supervisor, in consultation with the employee, to address the areas for improvement/development identified during the performance review process
“Permanent Employee”	an employee whose employment does not have a fixed end date and is continuously employed for more than one (1) year
“Personnel Committee”	special ad-hoc committee of Council comprised of a Councillor and two (2) directors chosen by the Council.
“Reference Year”	regardless of when the employee begins his employment, employee leaves will be replenished each year on April 1 <sup>st</sup>
“Remuneration”	salaries, wages, commissions, bonuses, fees, honoraria and dividends and any other monetary and non-monetary benefits
“Seniority”	a privileged position earned by reason of longer service or higher rank. Longer service herein is defined as being employed by the same employer without interruption of service; specifically, an employee who



	has recently transferred from a position the employee was in for the last 5 years, that employee has 5 years of seniority when starting his new position
“Standing Committee”	committee that has an on-going purpose
“Temporary or Term Employee”	employee has a specified start and end date of employment or who is covering the position for a permanent employee who is temporarily not at work
“Time and One-half”	one and one-half (1.5) times the hourly rate of remuneration

#### **04 MAINTENANCE OF THE HUMAN RESOURCES POLICY AND PROCEDURES**

- 01 There is only one (1) official copy of the Human Resources Policy and Procedures, and it is kept in the Anicinabe Nation of Kakinwawigak office in a location accessible to all staff.
- 02 The Human Resources Policy and Procedures will be reviewed at least every two years for completeness, accuracy and relevancy and revised or removed accordingly.
- 03 Recommendations for amendments to any Anicinabe Nation of Kakinwawigak policies and procedures can be made at any time and must be given to the Executive Director in writing. The Executive Director will review and present to Chief and Council as per Section 2.3 Review and Revision in the Anicinabe Nation of Kakinwawigak Governance Policy and Procedures.
- 04 Council is responsible for:
  - a) Approving new Human Resources policies and procedures, revising or removing old Human Resources policies and procedures by Band Council Resolution that comply with applicable laws, regulations and standards unless procedures approval has been delegated to the Executive Director.
- 05 The Executive Director is responsible for:
  - a) Recommending new or revised Human Resources policies and procedures in collaboration with the Management Board;
  - b) Ensuring that the current Human Resources Policy and Procedures is made available to all employees and members of the Anicinabe Nation of Kakinwawigak;
  - c) Reviewing all Human Resources policy requests (new, revised, eradicated) as recommended by the Management Board and submitting to Council for approval;



- d) Determining if a request related to the Human Resources Policy and/or Procedures needs to be referred to an external expert for additional review;
- e) Assuring that the Human Resources Policy and Procedures Manual complements all other Anicinabe Nation of Kakinwawigak policies and procedures manuals and assures equality and equity between all departments; and
- f) Making sure proposed or revised Human Resources Policy and Procedures incorporates the requirements of applicable laws, regulations and standards.

## **05 OLD POLICIES**

- 01 It is Anicinabe Nation of Kakinwawigak's responsibility to be accountable and to answer questions regarding its policies. Since these questions could concern organizational activities from the past, it is necessary to retain all old policies for a period of not less than seven (7) years.
- 02 A hard copy of all old policies is to be kept in a safe and accessible place that protects them from damage, loss, or destruction.
- 03 It is the responsibility of the office of the Executive Director to ensure that if there are any changes to a policy that a copy of the old policy is placed in safekeeping.

## **02 STAFFING**

### **01 GENERAL**

- 01 It is Council's policy to establish a process around the steps and standards for hiring of Anicinabe Nation of Kakinwawigak's employees, consultants and contractors.
- 02 The purpose of this policy is to provide for fair, transparent and unbiased hiring practices that ensure employees have the skills, experience, qualifications and competencies necessary to perform their role and allow Anicinabe Nation of Kakinwawigak to meet its objectives.
- 03 The policy applies to the hiring of all employees including the Officers.
- 04 Council is responsible for:
  - a) Appointing all Officers; and
  - b) Following the approved hiring policy and procedures as it relates to the hiring of an Executive Director.



## **02 EXECUTIVE DIRECTOR RECRUITMENT AND EVALUATION**

- 01 When a vacancy occurs in the office of Executive Director, the Council shall strike a special ad-hoc Personnel Committee for the purpose of filling the position of Executive Director.
- 02 Upon instruction from the Council, the Personnel Committee shall commence a search for a person to fill this office. In conducting its search, the Personnel Committee will follow the general processes outlined in Anicinabe Nation of Kakinwawigak's Recruitment and Selection Policy No. 0210.
- 03 After receiving and reviewing all applications received, the Personnel Committee shall produce a short list of all deemed qualified potential candidates for this position.
- 04 The Personnel Committee will then interview the prospective candidates, check references, and select a candidate to fill the vacancy. The choice for the successful candidate will then be presented to the Council for final approval. The Council will then instruct the Personnel Committee of the scope and terms of a contract to negotiate with the candidate.
- 05 Once the Personnel Committee has completed its negotiations, it will recommend a contract to the Council. All of the terms of the contract must be ratified by the Council. The approval of the contract by the Council will constitute appointment of the selected candidate to the office of Executive Director.
- 06 Once a year, the Personnel Committee, in consultation with all members of the Council, will review with the Executive Director, his performance of duties of his office, reporting its findings and recommendations to the Council. The Executive Director shall be provided with a copy of the Committee's evaluation and recommendations at least two (2) weeks prior to the Committee's submission to the Council. The Executive Director shall be entitled to provide both his/her written and oral comments on the Committee's evaluation.
- 07 A copy of the evaluation and recommendations will be placed in the Executive Director's personnel file.

## **03 EXECUTIVE DIRECTOR AUTHORITY**

- 01 The Executive Director shall have the authority to:
  - a) Supervise the hiring of all employees and Officers other than the Executive Director position. This does not include the formal appointment of Officers which must be done by Council;



- b) Hire the employees of the Anicinabe Nation of Kakinwawigak, within Council approved budget, and to set the terms and conditions of their employment;
  - c) Oversee, supervise and direct the activities of all Directors and employees of the Anicinabe Nation of Kakinwawigak; and
  - d) Oversee and administer the contracts of the Anicinabe Nation of Kakinwawigak.
- 02 The Executive Director shall have authority to implement and enforce all procedures written within the policies approved by Council.

#### **04 PERSONNEL COMMITTEE**

- 01 The Personnel Committee is a special ad-hoc Committee of the Council (see Anicinabe Nation of Kakinwawigak Governance Policy, Section 5, Committee Establishment and Dissolution, page 30).
- 02 The Personnel Committee is responsible for:
- a) Conducting the search for an Executive Director for the Council; and
  - b) Preparing the performance appraisal of the Executive Director for review and approval by the Council.

#### **05 ORGANIZATIONAL CHART**

- 01 It is Council's policy to establish the process around creating and keeping up-to-date an organizational chart that makes clear who reports to whom in the Anicinabe Nation of Kakinwawigak's administration.
- 02 The purpose of this policy is to show the organizational reporting relationships within the Anicinabe Nation of Kakinwawigak's departments and positions to support accountability and performance management.
- 03 This policy applies to Council and all persons that have a role and responsibilities in the organizational structure of the Anicinabe Nation of Kakinwawigak.
- 04 Council is responsible for:
- a) Authorizing the creation and update of the organizational chart;
  - b) Approving the organizational chart;
  - c) Ensuring that delegated resources are available to put in place and maintain the organizational structure; and
  - d) Ensuring that the organizational chart clearly shows the Anicinabe Nation of Kakinwawigak's governance, administrative and financial management systems, and identifies the specific roles and responsibilities assigned to each level of governance and administration, and to each participant in the systems including standing committees.



05 The Executive Director is responsible for:

- a) Ensuring that the organizational chart is prepared, recommended to Council for approval, and kept current; and
  - b) Ensuring that the roles and responsibilities and reporting relationships are effectively communicated to all those affected by the organizational chart and as required by the Financial Administration Law.
- 06 The Executive Director will prepare an organizational chart that clearly shows the Anicinabe Nation of Kakinwawigak's governance, administrative and financial management systems, and identifies the specific roles and responsibilities assigned to each level of governance and administration and to each participant in the systems including committees and submit to Council for approval.
- 07 The Executive Director will ensure that the organizational chart includes definitions of the positions affected by the organizational chart and that each role identified in the organizational chart is clearly defined with a job description.
- 08 The Executive Director is responsible for filing, communicating and distributing the organizational chart to all employees and affected persons.
- 09 As needed, but at least annually, the Executive Director will update the organizational chart for changes in personnel and will submit recommendations to Council for approval.

## **06 POSITIONS**

- 01 The Executive Director shall make recommendations to the Council in regards to what employee positions should exist at Anicinabe Nation of Kakinwawigak, and the description of the duties of each position, according to Anicinabe Nation of Kakinwawigak's Organizational Chart Policy No. 0205.
- 02 The Council, keeping in mind the mission of the organization, shall approve and establish all permanent full-time and part-time positions at Anicinabe Nation of Kakinwawigak. In establishing positions and/or the duties of the positions, the Council may accept, amend, or reject any recommendation of the Executive Director.
- 03 The Executive Director shall ensure that all positions within Anicinabe Nation of Kakinwawigak, whether existing or new, have appropriate job descriptions containing, at minimum, the following:
- a) The General Information and Job Summary, providing position title and brief description of the position;



- b) The Responsibilities, Nature and Scope of Work, including Key Duties and functions relating to the position;
  - c) The Accountability, or Reporting Structure, Line of Authority for employees to take ownership of their actions, behaviour, performance and decisions;
  - d) The Working Relationships of the position showing types of communication required and with whom;
  - e) The Environmental Factors highlighting some anticipated stress factors and/or challenges from various work-related sources; and
  - f) The ideal and minimum level of educational, experiential and linguistic Qualifications, training, licenses and certificates required by an individual to competently carry out the duties of the position.
- 04 The position description will have sufficient detail in the definition of his/her duties, functions and responsibilities, skills, experience, qualifications and competencies so that the person filling the position and their supervisor may reasonably evaluate and appraise the employee's performance.

## 07 EMPLOYMENT STATUS

- 01 There shall be four (4) types of employees and status:
- a) **Permanent Full-time:** employees who are appointed to full-time (regularly scheduled to work thirty-five (35) hours per week) positions that are permanent, that is, positions for which the organization is receiving on-going funding, shall be classified as regular full-time employees.
  - b) **Permanent Part-time:** employees who are appointed to part-time (regularly scheduled to work less than thirty-five (35) hours per week) positions that are permanent, that is, positions for which the organization is receiving on-going funding, shall be classified as regular part-time employees.
  - c) **Contract or Temporary:** employees who are appointed to positions that do not have on-going funding, or are time limited and work part-time or full-time, shall be classified as contract or temporary employees. Contract or temporary employees may be advised of the termination date of their employment at the point of the original job offer. Contract or temporary employees can be used to fill on-going temporary vacancies caused by permanent employees who are on a leave of absence from work.
  - d) **Casual:** employees who work on an irregular and/or as-needed basis, shall be classified as casual employees
- 02 Every employee will be informed in writing at the time of hiring of their employment status. Changes in employment status will be documented in the employee's personnel file.





## 08 EMPLOYEE STATUS

- 01 There shall be two (2) types of employee status:
- a) **Staff:** those employees whose main areas of responsibility involve non-supervisory or non-management functions.
  - b) **Management and Supervision:** those employees whose main areas of responsibility involve management and supervisory functions.
- 02 Management and supervisory functions include but are not limited to:
- a) Involved in hiring and termination of subordinate staff;
  - b) Assigning and checking duties;
  - c) Controlling, planning, organizing, coordinating the quality and quantity of work performed;
  - d) Providing training to staff;
  - e) Conducting performance appraisals of staff;
  - f) Approving overtime and leaves;
  - g) Disciplining staff;
  - h) Attendance management and performance management;
  - i) Responsible for budgets and financial and other planning activities; and
  - j) Supervising permanent subordinates.
- 03 Employees supervising temporary employees will not be considered Managers/ Supervisors.
- 04 Every employee will be informed at the time of hiring of the employee status. Changes in employee status will be documented on the employee's personnel file.

## 09 HIRING OF RELATIVES

- 01 The organization shall have no prohibition against employing qualified persons whether or not they have relatives working within Anicinabe Nation of Kakinwawigak or sitting on the Council, except that spouses, including common-law spouses, shall not occupy positions:
- a) In the same immediate work area;
  - b) In the same program;
  - c) Under the same supervisor; or
  - d) Where one spouse supervises the other.
- 02 "Spouse" is defined as being married to a person or with whom the person is living in a conjugal relationship outside marriage, common-law spouses.



- 03 The Executive Director may, by appropriate written notice, extend this policy to other members of the immediate family.
- 04 The Executive Director may waive this policy where upon review, it is found necessary in order to meet program needs and where the Executive Director is satisfied that conflict will not likely occur.
- 05 During the interview process all applicants, who have a spousal relationship with a current staff member, will be informed that their application might not be considered because of their relationship with a current staff member.
- 06 The respective Supervisor/Manager may request, in writing, that the Executive Director consider either inclusion of other family members in this policy or the waiver of this policy. All requests must include the reasoning for the request and assurances that conflict is not likely to occur.
- 07 The Executive Director will review the request and, if in agreement, will confirm the approval, in writing, to the Supervisor/Manager. The decision will apply for that employment opportunity only.
- 08 The reasons for the waiver will be maintained in the appropriate employee file.
- 09 The Canadian Human Rights Act prohibits preferential treatment and/or discrimination in employment based on marital status and family status. "Family status" is defined as the status of being in a parent and child relationship. "Marital status" means the status of being married, single, widowed, divorced or separated and includes the status of living with a person in a conjugal relationship outside marriage.

## **10 RECRUITMENT AND SELECTION**

- 01 Vacancies in all existing and newly established positions, except for casual employment appointments or appointment of the Executive Director, shall be filled by the Executive Director in accordance with the following procedure:
  - a) The Executive Director, in consultation with the Management Board, will determine the need for recruitment of applicants with respect to each vacancy.
  - b) All job postings will be advertised internally for five (5) business days and if no successful candidate is found, the job will be posted externally.
  - c) The Executive Director shall approve the content of the external notice, the closing date (not less than two (2) weeks forward of the current date) of the competition and instruct the Human Resources Advisor to commence the external recruitment campaign.



- d) Only applications received in Anicinabe Nation of Kakinwawigak's offices, emailed or postmarked prior to the set time on the closing date shall be considered. All other applications may not be considered.
  - e) The recruitment team shall consist of the Executive Director, or designate, the respective Manager or Director and Human Resources Advisor.
  - f) Within one (1) week of the closing date, each member of the recruitment team will review the competition file and select up to five (5) candidates, in order of preference, for interview. The team will then meet to agree upon up to five (5) finalists for interview and agree upon an acceptable date and time for the interviews. The Human Resources Advisor will maintain a record of the selection and evaluation process.
  - g) With the assistance of the Human Resources Advisor and the Executive Director, the respective Manager or Director will meet and agree upon the format for the interview and questions to be asked at the interview. The interview process will be consistent for all applicants.
  - h) Each member of the interview team will take an active role in the interviews with the lead being taken by the Executive Director or designate. At the completion of the interview of each candidate, each team member shall complete a summary of the interview. At the completion of all interviews, each team member shall rank each candidate according to his qualifications and performance in the interview.
  - i) Once all team members have completed their rankings, they shall meet to decide which candidate they feel is the most suitable for the position and which candidate is second in their opinion.
  - j) The respective Manager or Director or Human Resources Advisor will then contact at least three (3) references of the top ranked candidate and discuss the documented results with the interview team. If the team decides that the references are acceptable, the team shall agree upon any terms and conditions for employment.
  - k) The Executive Director or Human Resources Advisor shall then advise the successful candidate that they will be receiving an offer of employment in writing. The letter of offer shall be as specified in Offers of Employment Policy No. 0211.
- 02 In emergencies, and not circumventing the foregoing procedure, the Executive Director may make temporary acting appointments to fill positions to ensure continuity of effective and efficient operations, until an acceptable candidate can be recruited. In making such appointments, the Executive Director shall ensure that the appointment does not jeopardize the fairness of any competition.
- 03 The Executive Director may employ casual employees to ensure continuing operations of Anicinabe Nation of Kakinwawigak as long as such casual appointments can be paid out of existing appropriations set down in the budget approved by the Council or from monies granted from external sources for that purpose.



## 11 OFFERS OF EMPLOYMENT

- 01 All offers of employment will be made verbally and acknowledged in writing by the Executive Director.
- 02 The letter of offer should contain the following:
- a) position title
  - b) job description
  - c) starting salary
  - d) salary range
  - e) employment status
  - f) employee status
  - g) Anicinabe Nation of Kakinwawigak's working hours
  - h) probationary period
  - i) effective date
  - j) benefits package
  - k) acknowledgement to abide by Anicinabe Nation of Kakinwawigak's policies, procedures, including code of conduct, conflict of interest and confidentiality
  - l) acknowledgement to sign the Code of Conduct Declaration upon appointment and annually thereafter
  - m) termination clause (with cause, without cause and resignation)
  - n) other conditions of employment, if applicable
  - o) "Acknowledgement of Employment Offer" Form No. 0211/AEO/00
  - p) a statement that personnel policies will be reviewed as part of the employee's orientation
  - q) offers of employment for nurses and teachers will also include required qualifications and any applicable premiums and/or bonuses.
- 03 In making the offer, the Supervisor will carefully review the personnel policies with the selected candidate as the Council can and does stipulate conditions of employment. If the candidate accepts the offer, it is with the understanding that the conditions of employment as reviewed are also accepted.
- 04 The employee-signed employment agreement will be signed by the Executive Director and filed in accordance with the relevant policy and procedures.
- 05 Procurement of services from consultants and contractors will be carried out in accordance with the Authorization and Delegation Table and Anicinabe Nation of Kakinwawigak's policy and procedure on the purchasing of goods and services.



## 12 PROBATION

- 01 Each newly-hired, full-time employee shall be on probation until he/she has completed six (6) months of actual work with the employer.
- 02 If a full-time employee's active service is interrupted for more than one (1) week during the probationary period, the probationary period will automatically be extended by the length of such interruption.
- 03 Each newly-hired permanent part-time, or contract employee shall be on probation for a period of first six (6) months worked. If the employee's active service is interrupted for more than one (1) week during the probationary period, the probationary period will automatically be extended by the length of such interruption.
- 04 The performance of employees will be assessed throughout the probationary period. A written performance appraisal based on the position description will be prepared by the Supervisor prior to the end of the probationary period and will be discussed with the employee. This performance appraisal will become the basis for recommending the probationary employee's continued appointment or dismissal.
- 05 The probationary period can be extended upon written notification to the employee, and appointment to permanent status will depend upon a satisfactory performance review.
- 06 A probationary employee may be dismissed at any time during the probationary period with or without cause and without notice, except as is minimally required by and limited to the *Canada Labour Code*, as amended from time to time. For greater clarity, employees dismissed during the probationary period will be provided with notice or payment in lieu of notice, benefits continuation, severance pay (as applicable), and all other entitlements only as is required by and limited to the *Canada Labour Code*, as amended from time to time.
- 07 Employees who transfer to a new and substantially different work assignment will commence a trial period. At the time an offer of transfer is made by the organization, the offer will specify the length of the trial period. If the employee is not successful in the trial period, the employee will be returned to his/her former position if it still exists. A trial period will usually be six (6) months in duration. The employee filling a back filled position will be informed that the period of employment is on a temporary basis pending the duration of the appointment.



### 13 HUMAN RESOURCES RECORDS MANAGEMENT

- 01 It is Council's policy to establish a process around creating, managing, and protecting human resources records in accordance with applicable laws and Anicinabe Nation of Kakinwawigak's policy requirements.
- 02 The purpose of this policy is to provide guidance to effectively manage the creation, maintenance, and confidentiality of human resources records of Anicinabe Nation of Kakinwawigak.
- 03 This policy applies to Council and Officers of Anicinabe Nation of Kakinwawigak.
- 04 Council is responsible for:
  - a) ensuring a human resources records management system is established and implemented.
- 05 The Executive Director is responsible for:
  - a) subject to Anicinabe Nation of Kakinwawigak's Financial Administration Law, the leadership, planning, overall policy and the general oversight of the human resources records management, storage and retention system, and for ensuring the security and integrity.
- 06 The Human Resources Advisor(s) is responsible for:
  - a) the implementation and the operational management of the system
- 07 Management of human resources records will follow the general record management procedures of Anicinabe Nation of Kakinwawigak.
- 08 A confidential employee file will be created for each new employee and will include the following human resources records:
  - a) Resume/Employment Application
  - b) Letter of Offer of employment to employee
  - c) Reference checks; employment, educational and qualifications
  - d) Copies of all degrees, diplomas and certificates
  - e) Current job description
  - f) Employee personal data including address, phone number, next of kin (including contact number in case of emergency), date of birth, social insurance number, copy of Driver's license
  - g) Record of salary and adjustments
  - h) Oath of Confidentiality
  - i) Date of benefit enrolment where applicable



- j) Copy of Certificate of Indian Status
  - k) Performance appraisals
  - l) Leave and attendance records
  - m) Copies of correspondence with and on behalf of the employee
  - n) Corrective measures documentation (formal discipline)
  - o) Criminal record check shall be kept in a sealed envelope
  - p) Training records
  - q) Copies of any policies signed off by the employee
- 09 Access to human resources records will be restricted to human resources employees in performance of their job function and the Executive Director; however, upon written request, an employee shall have access to his/her personnel file up to twice per calendar year in the presence of a representative of the employer for the purpose of reviewing any performance appraisals or formal letters of corrective actions contained therein.
- 10 If an employee disagrees with any information contained in his/her personnel file, he/she may file a rebuttal to same on his/her personnel file. However, such reply shall not have the effect of diminishing any corrective action taken.
- 11 Any warning or disciplinary notation shall be removed from an employee's personnel file twenty-four (24) months after the date of the warning or notation provided that the employee has been discipline-free for that twenty-four (24) month period.
- 12 Upon employee termination, human resources records for that employee will be retained in accordance with the relevant policy.

### **03 CONDITIONS OF EMPLOYMENT**

#### **01 GENERAL**

- 01 No person shall be employed to fill an established and continuing position of Anicinabe Nation of Kakinwawigak unless he has reached the full age of majority. The full age of majority is eighteen (18) years of age.
- 02 Employees will work under the supervision of the Manager responsible for the section or program in which they work. In the case of an absence of a Manager, the next in command shall assume the duties of the absent Manager.
- 03 All employees are entitled to work without undue influence or pressure by any member or Council member of Anicinabe Nation of Kakinwawigak.
- 04 It is expected that employees will dress in a manner appropriate to their duties and to the situations as they arise, keeping in mind that they represent Anicinabe Nation



of Kakinwawigak. Personal attire that prelude to subliminal and derogatory messages is prohibited while on duty.

## **02 CRIMINAL RECORD CHECK**

- 01 All Anicinabe Nation of Kakinwawigak departments are required to have a policy in place requiring all new employees and volunteers (including new Council members) to have a criminal record check completed as a condition of hire or volunteer engagement. Those working or volunteering with children, youth, elders and any adults considered vulnerable, also require a vulnerable sector check.
- 02 Criminal record and vulnerable sector checking is a precautionary measure designed to ascertain whether employees/volunteers providing direct service to children/vulnerable adults have a criminal history which could potentially make them unsuitable for certain positions of trust. Such checks can assist Anicinabe Nation of Kakinwawigak in attempting to ensure the safety and well-being for people who are being served by Anicinabe Nation of Kakinwawigak. Criminal reference checks also serve as a theft deterrent for other departments.
- 03 Criminal record checks must be fully completed as a condition of employment. If the criminal record or vulnerable record check is satisfactory to the Anicinabe Nation of Kakinwawigak, then the individual may commence employment.
- 04 A positive criminal record check may not necessarily preclude employment. In the event of a positive criminal record check, the individual may be given the opportunity to discuss the information with Anicinabe Nation of Kakinwawigak in relation to the duties and responsibilities of the position being hired for and a determination will be made by the Executive Director as to whether the criminal record will prevent the individual from commencing employment with Anicinabe Nation of Kakinwawigak.
- 05 In the case of a positive criminal record check, Anicinabe Nation of Kakinwawigak must ensure that the confidentiality of the information is protected by destroying or securing the information (see 11 below for more detail).
- 06 Anicinabe Nation of Kakinwawigak will accept only criminal record checks that are three (3) months old or less.
- 07 The length of time required to obtain a criminal record check will not be more than five (5) working days. Should the deadline expire, and the candidate has not contacted the Anicinabe Nation of Kakinwawigak explaining the reason for the delay, Anicinabe Nation of Kakinwawigak will regard the applicant as not being interested in the position and will pursue the runner up.





- 08 The process to be followed in the event of a positive criminal record check will be as follows:
- a) Anicinabe Nation of Kakinwawigak will consider the nature of and circumstances surrounding the charges and convictions.
  - b) When considering “a)”, Anicinabe Nation of Kakinwawigak will keep in mind the position of trust that the individual will have as well as the duties and responsibilities of the position.
  - c) When considering “a)”, attention should be focused on those criminal findings of guilt or outstanding charges relevant to determining potential harm to children or vulnerable adults or to potential for theft, abuse or dishonesty.
- 09 The Criminal Record Check Policy No. 0302 does not apply to students placed by an educational institution. Should a funder decide to enforce a policy to include students in the criminal record check policy, this policy will be waived.
- 10 Because of the possible exemption mentioned in 09, above, under no circumstances shall a student have unsupervised access to clients.
- 11 Once reviewed all criminal record checks shall be kept in a sealed envelope which is not to be opened without the presence of the employee, unless required by law. Criminal record checks shall be destroyed seven (7) years after the employee’s last day of work.

### **03 OATH OF CONFIDENTIALITY**

- 01 Each employee, consultant, contractor, student and volunteer will maintain strict confidentiality with respect to any confidential information received or to which they became privy to in the course of their employment and will not release to any person or agency at any time, either during or following the term of employment, except in the ordinary course of service delivery as required or where required by law, any information or document that identifies any individual in receipt of services without the written consent of the individual or the individual's guardian, prior to the release or disclosure of any information or document. Confidential information includes any information that is not properly in public domain.
- 02 All employees, consultants, contractors, students and volunteers shall be required to sign an “Oath of Confidentiality” Form No. 0303/OC/00. Such Oath shall be permanently retained in the employee's personnel file. Some departments of Anicinabe Nation of Kakinwawigak may have their own form specifically pertaining to their department.
- 03 Each employee will obtain, in writing, all consents as may be necessary to comply with this policy from time to time.



- 04 Notwithstanding the foregoing, no identifying information shall be released by any employee, except in the normal course of service delivery or as required by law without the authorization of the Executive Director or his/her designate.

#### **04 CONFLICT OF INTEREST**

- 01 Employees of Anicinabe Nation of Kakinwawigak may at times become involved with other individuals, Tribal Councils, Band governments, or other community associations and organizations which may give rise to a conflict of interest. Anicinabe Nation of Kakinwawigak as an organization established pursuant to the mandate of the Council has a broad responsibility to its members. Each employee has a duty of loyalty to Anicinabe Nation of Kakinwawigak and must exercise discretion in dealing with client matters while at the same time work to instill confidence throughout the organization by displaying a high degree of skill and utmost confidentiality in the delivery of services.
- 02 A conflict of interest is defined as a conflict between an employee's personal interest and in his responsibility as an employee. This includes actual or perceived conflicts, and those which have the potential to be actual or perceived. Conflict of interest may exist whether or not a pecuniary advantage has been or may have been conferred on the employee.
- 03 Employees shall individually be responsible for being conversant with general policy concerning conflict of interest and for identifying their possible involvement in any conflict. Employees in an actual or potential conflict shall declare their conflict and excuse themselves from the decision-making with respect to the matter that is in conflict.
- 04 Conflict of interest situations must be avoided whenever possible. Anicinabe Nation of Kakinwawigak does wish to discourage staff involvement or participation in any activities which may affect their obligations as staff members.
- 05 The employee shall bring to the attention of the Executive Director any possible involvement in a situation which may be construed as a conflict of interest (see Anicinabe Nation of Kakinwawigak Governance Policy, Section 10, Whistleblower Policy, page 53). Prior to seeing the Executive Director, the employee may discuss the situation with his/her Supervisor. However, resolution of any conflict shall remain the responsibility of the employee and the Executive Director.
- 06 Where the Executive Director identifies a personal conflict of interest on the part of an employee, the Executive Director may request the immediate Supervisor to review the employee's performance during working hours.



## **A. Employee's responsibility regarding outside employment**

- 01 An employee shall not engage in any outside work or business undertaking:
  - a) that interferes with the performance of his/her duties as an employee;
  - b) in which he/she had an advantage derived from his employment as an employee; and
  - c) in a professional capacity that will, or is likely to, influence or affect the carrying out of his/her duties as an employee.
- 02 Each employee shall provide in writing to the employer, prior to initiation of outside employment, details of the employee's planned activities in light of these policies. Particular emphasis shall be placed on how the employee proposes to ensure that there is no conflict of interest in the area of clients he/she will be servicing in private practice as opposed to those who would normally be serviced by Anicinabe Nation of Kakinwawigak.

## **B. Employee's responsibility regarding conflict:**

- 01 Each employee:
  - a) shall identify conflict of interest, even though significance may be thought to be marginal; and
  - b) shall abide by the advice given to him/her.
- 02 Council has the authority to determine the course of action required to resolve any conflict of interest disclosed to it by a management person. The Executive Director has the authority to determine the course of action required to resolve any conflict of interest disclosed to him/her by a staff person. The authority to deal with areas of conflict cannot be delegated.
- 03 In dealing with disclosure of possible areas of conflict by an employee, options which may be exercised by Council/Executive Director include:
  - a) Instruct the employee to divest himself of the outside interest.
  - b) Instruct the employee to transfer the outside interest to a neutral third party.
  - c) Transfer the employee to another work unit.
  - d) Publicize a potential conflict so that the actual conflict can be avoided.
  - e) Temporarily remove the employee from those responsibilities which cause conflict.
  - f) Permit the employee to continue with his/her duties but arrange that their decisions are pre-audited by their immediate Supervisor.
  - g) Accept the resignation of the employee.
  - h) If the appearance of conflict is deemed not to constitute a conflict with the best interests of the Anicinabe Nation of Kakinwawigak, so inform the employee.



## 05 CODE OF CONDUCT

- 01 Employees of Anicinabe Nation of Kakinwawigak are expected to observe all laws of Quebec and Canada as well as the policies of Anicinabe Nation of Kakinwawigak as they may exist from time to time. The conduct of the organization staff in both their professional and public lives is a reflection of the Anicinabe Nation of Kakinwawigak and its staff.
- 02 The “Code of Conduct Declaration” Form No. 0305/CCD/00 must be reviewed and signed annually by Council members, committee members, all employees and contractors.
- 03 The misconduct listed below shall constitute just cause for corrective measures (see Corrective Measures Policy No. 0403) up to and including immediate suspension or dismissal of an employee:
  - a) Dishonesty in the workplace including theft, fraud, misappropriation or misuse of Anicinabe Nation of Kakinwawigak property;
  - b) Violation of Harassment and Violence Prevention Policy No. 0409;
  - c) Insubordination, being refusal to respond to direction or to follow Anicinabe Nation of Kakinwawigak policies;
  - d) Violent conduct, during working hours or during performance of assigned duties, including the damage or destruction of Anicinabe Nation of Kakinwawigak property or the assault of any person involved in any way with the provision of, or receipt of, Anicinabe Nation of Kakinwawigak services;
  - e) Chronic absenteeism or tardiness for which the employee has been warned;
  - f) Consumption of alcohol, attending work under the influence of alcohol, or non-medical use or abuse of drugs during working hours;
  - g) Absence from work without leave or proper excuse, abandonment of position;
  - h) Breach of Anicinabe Nation of Kakinwawigak 's policy respecting confidentiality;
  - i) Neglect of duties;
  - j) Conviction of any offence under the Criminal Code or other statute which is inconsistent with the continuation of the employment relationship; and
  - k) Any other conduct inconsistent with the continuation of the employment relationship.
- 04 In cases of misconduct, other than allegations of harassment or violence in the workplace, the following procedure should be followed:
  - a) All incidents in which a Supervisor or Manager believes that an employee's conduct is unacceptable should first be discussed with the individual whose conduct is in question.
  - b) If the supervisor believes the incident warrants further action he/she will:



- i. if he/she supervises the person of concern, discuss the issue directly;
- ii. if another Supervisor is responsible for the person of concern, discuss the issue with that Supervisor.

c) The Supervisor then determines if the incident warrants reporting to the Executive Director for appropriate action according to Anicinabe Nation of Kakinwawigak Corrective Measures Policy No. 0403 .

05 Allegations of harassment or violence in the workplace, shall be dealt with in accordance with the applicable policy.

## **06 CODE OF ETHICS**

01 The primary obligation of each employee of Anicinabe Nation of Kakinwawigak shall be to serve the community's members in accordance with the best professional practice and the policies and procedures of the organization.

02 Each employee shall hold himself/herself responsible for the quality of his/her own performance.

03 Each employee shall treat as confidential all information acquired in the course of duties.

04 Each employee shall treat with respect the statements or actions of all co-workers.

05 Each employee shall work co-operatively with co-workers giving due regard to their recognized areas of competence.

06 Each employee shall clarify in any public statements or actions whether he/she is speaking as a designated representative of Anicinabe Nation of Kakinwawigak, on behalf of another organization or on his/her own personal behalf.

## **07 VEHICLES**

01 Automobile mileage rates and travel expenses shall be dealt with as set forth in Anicinabe Nation of Kakinwawigak's current Finance Policy and Procedures Manual.

02 Anicinabe Nation of Kakinwawigak will from time to time lease or purchase vehicles for conducting Anicinabe Nation of Kakinwawigak's business. Should there be such a vehicle available; employees are to use the said vehicle rather than their own.

03 When a vehicle is available for use, but the employee chooses to use his/her own vehicle, Anicinabe Nation of Kakinwawigak will reimburse the employee for actual gas used on behalf of Anicinabe Nation of Kakinwawigak only upon provision of



original receipts for purchase and mileage accounting. (Note: This paragraph does not apply to departments that do not have vehicles.)

- 04 Employees shall reserve vehicles using the schedule available at the front desk. Employees shall attempt to coordinate their travelling schedule to accommodate the availability of vehicles.
- 05 Anicinabe Nation of Kakinwawigak vehicles are for business purposes only. Personal use is strictly prohibited.
- 06 Smoking/vaping is strictly prohibited in Anicinabe Nation of Kakinwawigak vehicles. Use of a cell phone while operating an Anicinabe of Kakinwawigak vehicle is strictly prohibited.
- 07 Under no circumstance shall Anicinabe Nation of Kakinwawigak be responsible for any traffic violations or parking tickets incurred by an employee.
- 08 At the end of each trip, the vehicles are to be returned to the Anicinabe Nation of Kakinwawigak parking lot unless prior arrangements have been made and approved. Anicinabe Nation of Kakinwawigak vehicles must always be returned to the Anicinabe Nation of Kakinwawigak parking lot on weekends.
- 09 Upon returning from a trip, the employee returning is responsible for refuelling the vehicle.
- 10 All employees are required to log their mileage each time a vehicle is used.
- 11 Employees shall inspect the vehicle for any damages before and after each use (scratches, dents, window, lights) and shall report findings to their immediate Supervisor.
- 12 The overall maintenance of the vehicles shall be the responsibility of Anicinabe Nation of Kakinwawigak; however, immediate maintenance of the vehicles (oil checks, tire pressure, windshield washer, cleanliness) shall be the responsibility of the employee. Costs incurred by an employee in respect of maintenance of an Anicinabe Nation of Kakinwawigak vehicle will be reimbursed by Anicinabe Nation of Kakinwawigak upon presentation of original receipts for maintenance costs incurred. Requests for vehicle maintenance must be submitted on "Requisition for Anicinabe Nation of Kakinwawigak Vehicle Maintenance" Form No. 0307/RVM/00.
- 13 Anicinabe Nation of Kakinwawigak strongly recommends that each employee have adequate automobile insurance coverage for the use of his vehicle for business purposes. Third party liability coverage of a minimum of one (1) million dollars (\$1,000,000) is also recommended. These recommendations are made for the



employee's own protection; thus, the cost of coverage shall be at the employee's expense.

- 14 Employees must possess a valid and appropriate class of driver's licence in order to drive Anicinabe Nation of Kakinwawigak vehicles and will be required to show proof of same before driving any Anicinabe Nation of Kakinwawigak vehicle.
- 15 Under no circumstances shall vehicles be loaned to the public.
- 16 Vehicle Policy No. 0307 applies to leased, rented and purchased vehicles, along with side-by-sides, snowmobiles and boats.

## **08 TRAINING AND DEVELOPMENT**

- 01 Anicinabe Nation of Kakinwawigak is committed to the concept of providing employees with the opportunity to work, learn, develop, and advance within the Anicinabe Nation of Kakinwawigak. Through this initiative, Anicinabe Nation of Kakinwawigak will ensure that the individual and Anicinabe Nation of Kakinwawigak training and development needs are addressed through the provisions of this Training and Development Policy No. 0308.
- 02 A specific professional development and continuing education premium is available to nurses and teachers.
- 03 The purpose of this policy is to provide staff with access to training and development opportunities and to assist staff in achieving Anicinabe Nation of Kakinwawigak and individual goals.
- 04 A training and development program refers to in-service training, workshops, short courses, seminars or conferences.
- 05 Employees are encouraged to participate in all employer offered training and development programs. The employer shall request or may require that an employee attend a training and development program by issuing a memorandum to the employee.
- 06 Council will establish and implement a plan for any training of Anicinabe Nation of Kakinwawigak officers or employees required to meet Anicinabe Nation of Kakinwawigak's future needs and requirements after taking into account succession and any anticipated changes in Anicinabe Nation of Kakinwawigak's activities.
- 07 Council will document the future training needs and requirements for the financial management system of Anicinabe Nation of Kakinwawigak including any required and optional training for the individual employees that is aligned with those needs and requirements.



- 08 Employees requesting to participate in a training and development program shall complete a “Request for Training and Development” Form No. 0308/RTD/00 and submit it to his/her immediate Supervisor.
- 09 In order to be eligible for forgivable financial assistance for training and development programs, the training must be approved and recommended in advance by the employee’s immediate Supervisor and documentation must be provided confirming that the employee has completed the program and, where applicable, has achieved a passing grade.
- 10 The employee will be granted a leave of absence, with or without pay, at the discretion of the Executive Director. In cases where the employer requests that the employee participate in a training and development program, the employer will pay all allowable expenses and grant the employee leave with or without pay to attend the program.
- 11 It is the expectation of the Anicinabe Nation of Kakinwawigak that employees will share, with their respective teams, the knowledge they have gained from the training and development program. The requirement to, and format for the sharing of knowledge shall be at the discretion of the employee's immediate Supervisor and could be in the form of either a written report or presentation to a group of colleagues.
- 12 Overtime Policy No. 0602 09 and 10 shall apply for overtime accumulation.

## **04 EMPLOYEE RELATIONS**

### **01 CONFIRMATION OF EMPLOYMENT**

- 01 If an organization (e.g. bank, credit card company, etc.) calls requesting confirmation of employment for a person employed by Anicinabe Nation of Kakinwawigak, no information is to be given, and the call is to be transferred to the Finance Department.
- 02 The Finance Department will confirm dates of employment, position and salary, following authorization from the employee.
- 03 It is the responsibility of the employee to give the Finance Department consent to release any information by signing a “Consent to Release Payroll Information” Form No. 0401/CRPI/00. The Finance Department shall not release any information unless approval by the employee has been given.





- 04 The Finance Department will record the name of the organization, name of individual, telephone number and information given on the form and file it in the employee's payroll file.

## **02 PERFORMANCE APPRAISAL**

- 01 The Performance Appraisal Policy No. 0402 applies to all staff employed by Anicinabe Nation of Kakinwawigak.
- 02 Each employee who is on probation shall have his/her performance reviewed within thirty (30) days prior to the expiration of the probationary period, until appointed to regular status.
- 03 Every regular employee shall have his/her performance appraised annually during the first quarter of the fiscal year (April – June), with the exception of Amo Ososwan School teaching staff who have their performance appraised informally in October and formally in March each school year.
- 04 A Performance Appraisal has a number of purposes:
- a) It establishes a process for evaluating employee performance that can assist management to recognize individual contributions to Anicinabe Nation of Kakinwawigak and identify areas for improvement;
  - b) It sets out a process for employee performance review and development that links the performance and development of individual staff to performance measures that align with the goals and objectives of Anicinabe Nation of Kakinwawigak;
  - c) It facilitates employer-employee communications;
  - d) It establishes objectives and the criteria for determining whether or not objectives are met, and to what extent;
  - e) It informs the employee of what is expected of them and how they are doing;
  - f) It establishes the basis upon which decisions affecting the employee, such as merit increments, are made;
  - g) It provides a mechanism for identifying required staff training and development; and
  - h) It ensures that in situations which might lead to discipline, demotion or dismissal, the Corrective Measures Policy No. 0403 is followed.
- 05 There are six essential components which should be included to appraise the performance of employees:
- a) A review of the job description;
  - b) Mutually understood and recorded objectives and a method of appraising the achievement of those objectives;



- c) An appraisal of the application of important elements (skills or factors) required for satisfactory job performance;
  - d) An evaluation of performance against specific responsibilities outlined in the job description;
  - e) An identification and recording of staff development (training) required to improve job performance; and
  - f) Provision for the employee and Manager to record comments on the appraisal and the overall process and to sign and date the document.
- 06 Employees performing similar functions shall have their performance appraised following a uniform, consistent process which results in uniform, consistent documentation.
- 07 The employee's immediate Supervisor is responsible for appraising the employee's performance. The responsibility for the initiation, content, completion and signing of the Performance Appraisal, at least once every twelve-month period, rests with the immediate Supervisor. Those who supervise staff must be familiar with the Performance Appraisal Policy No. 0402. Employees will be made aware of the policy at time of orientation.
- 08 Additional information can be found in "Supervisor Guidelines for Performance Appraisals" Resource Document No. 0402/SGPA/00 and "Staff Process for Performance Appraisals - Things You Should Know" Resource Document No. 0402/PAP/00, in the Appendix.
- 09 Council is responsible for:
- a) evaluating the performance of the Executive Director and for establishing the process and performance measures by which all employees will be evaluated;
  - b) establishing and implementing a plan for any training of Anicinabe Nation of Kakinwawigak's employees required to meet the Anicinabe Nation of Kakinwawigak's future needs and requirements after taking into account succession and any anticipated changes in the Anicinabe Nation of Kakinwawigak's activities; and
  - c) establishing and implementing a documented process:
    - i to measure the skills and competencies of the individual Anicinabe Nation of Kakinwawigak's employees against their assigned employment responsibilities;
    - ii to determine the training requirements for those employees; and
    - iii to adjust their duties and responsibilities as necessary to reflect their respective skills and competencies.



10 The Executive Director is responsible for:

- a) monitoring and reviewing the implementation of the evaluation process and ensuring the policy and procedures are complied with during the Performance Appraisal process;
- b) evaluating all Directors of Anicinabe Nation of Kakinwawigak; and
- c) providing general training for employees to optimize performance and evaluation.

11 The immediate Supervisor is responsible for:

- a) initiating the formal Performance Appraisal meeting;
- b) requesting the employee to complete a self-evaluation;
- c) discussing and documenting objectives/targets for the coming year if this is the employee's first Performance Appraisal;
- d) appraising the employee's performance in the achievement of previously set objectives and in the application of appropriate job skills/factors;
- e) evaluating the employee's performance in the specific responsibility areas outlined in the job description;
- f) discussing with the employee any staff development (training) required, documenting this, and providing assistance in the initiation of these plans;
- g) discussing with the employee objectives/targets for the coming year and documenting these;
- h) reviewing the employee's performance periodically throughout the appraisal period;
- i) informing the employee in writing if Performance Appraisal information will be used in future disciplinary, demotion or dismissal action; and
- j) providing the employee with a copy of the Performance Appraisal documents.

12 Performance Appraisals afford the employee the opportunity of participating in the development of performance objectives, the actions to be taken to meet these objectives, and the criteria upon which performance will be appraised.

13 Performance Appraisals also identify for the employee what will be expected of them over the review period, what he/she must do in order to perform the tasks assigned, and what skills/factors should be demonstrated in the accomplishment of these objectives.

14 The employee has the responsibility for:

- a) being available for and actively participating in the annual formal Performance Appraisal meeting;
- b) participating in the setting of performance objectives/targets and criteria against which to measure the achievement of these objectives;



- c) participating in and completing necessary staff development (training) requirements; and
  - d) participating in the on-going Performance Appraisal process throughout the year.
- 15 Copies of the completed "Performance Appraisal" Form No. 0402/PA/00 are to be retained on the employee's personnel file. Care should be taken to ensure that the Performance Appraisal forms are kept confidential. Employees who "act" briefly in supervisory capacities should not have access to appraisals of their peers.
- 16 A Performance Appraisal is a record of an employee's performance in his current job and is not necessarily an indicator of potential in another job, especially if the duties and responsibilities are not similar.
- 17 Under normal circumstances, Performance Appraisals are to be destroyed after five (5) years. They are not meant to follow the employee in perpetuity through his/her career.
- 18 Performance Appraisals are not to be used to replace the documentation process required for corrective measures.

### **03 CORRECTIVE MEASURES**

- 01 It is Anicinabe Nation of Kakinwawigak's policy to use a progressive corrective approach for dealing with job-related behaviour that does not meet expected and communicated performance standards.
- 02 The purpose of this policy is to set out a process to correct and discourage unacceptable conduct, behaviour or performance. This policy will provide flexibility to Council to deal with a wide range of circumstances in employees overcoming performance problems and failing that, use progressive corrective actions to fairly, with due process and with substantial documentation, terminate employment of employees, who are ineffective and or unwilling to improve.
- 03 This policy applies to all employees of Anicinabe Nation of Kakinwawigak.
- 04 Council is responsible for:
- a) the corrective actions and dismissal of the Executive Director
- 05 The Executive Director is responsible for:
- a) final authority and responsibility for the dismissal of all employees.



- 06 An immediate Supervisor is responsible for:
- a) corrective actions for employees
- 07 In the event that the immediate Supervisor is unable to deal with the conduct, behaviour, or performance of an employee, the Executive Director will assume the responsibility for corrective actions.
- 08 Employees will be informed of unacceptable conduct, behaviour, or performance prior to corrective action and will be given opportunities for improvement.
- 09 The Executive Director may dismiss an employee without following the progressive corrective action process if there is just cause. The Executive Director may also immediately but temporarily suspend an employee with pay pending investigation before moving through the corrective process.
- 10 The Executive Director may consult external legal counsel prior to any dismissals or moving through the corrective process.
- 11 If an employee is felt to be in violation of Anicinabe Nation of Kakinwawigak's expected conduct, behaviour, or performance and initial efforts for corrective action have not worked, the employee will be subject to the progressive corrective action process.
- 12 All corrective actions will be documented and placed in the employee's personnel file.
- 13 The progressive corrective action procedures will be as follows:

**A. Verbal Warning**

- a) The first violation by an employee will be addressed with a verbal warning.
- b) The immediate Supervisor will initiate any verbal warnings in a private meeting with the employee with the Human Resources representative documenting the meeting.
- c) The employee will be given an explanation of when and how the behaviour or action took place and will be given an opportunity to explain the situation and their actions.
- d) The employee will be informed that further corrective action, up to and including termination, will follow if unacceptable behaviour continues.
- e) A notation will go into their personnel file, acknowledged by the employee's signature.



## **B. Written Warning**

- a) The immediate Supervisor will initiate any written warnings in a private meeting with the employee, with the Human Resources representative documenting the meeting.
- b) The employee will be given a written warning during a meeting with the immediate Supervisor and the Human Resources representative to address undesirable behaviour or action in the event that the behaviour or action had either been discussed in a previous verbal warning or the behaviour or action was serious in nature.
- c) The employee will be given an explanation of when and how the behaviour or action took place and will be given an opportunity to explain the situation and their actions.
- d) The employee will be informed that further corrective action, up to and including termination, will follow if unacceptable behaviour continues.
- e) The employee will sign the written warning and will be provided a copy with the original placed in the employee's personnel file.
- f) In the event that the employee refuses to sign the written warning, they will still be provided with the unsigned document with the original placed in their personnel file.

## **C. Suspension**

- a) The immediate Supervisor will initiate a suspension in a private meeting with the employee, with the Human Resources representative documenting the meeting.
- b) The employee will be given an opportunity to explain the situation and their actions. If the decision is made to impose a suspension, the employee will be given a written notice of suspension that will include:
  - i the effective date of suspension
  - ii the duration of the suspension
  - iii the reason(s) for the suspension
  - iv that repetition of the behaviour or action will result in further corrective actions up to and including termination
- c) The Executive Director has discretion to suspend an employee with or without pay for a period of time, where an investigation is required into allegations of misconduct against that employee.

## **D. Termination:**

- a) The Executive Director may terminate employment by providing a written notice of termination that details the undesirable conduct, behaviour, or performance leading to and justifying the termination.
- b) Just cause for immediate dismissal can be for:



- i gross misconduct including violation of rules, harassment, carelessness or recklessness resulting in endangerment to self or others, disorderly conduct, theft, under the influence of alcohol or drugs while on the job, falsifying records etc.
  - ii threats of violence where an employee threatens to or causes physical harm to another employee, client or to the Council.
  - iii conviction of a serious criminal code offence.
  - iv abandonment of position (3 consecutive days of unplanned absence without notification).
  - v repeated unsuccessful progressive corrective attempts including verbal and written reprimands.
  - vi misrepresentation or falsification of information on application of employment.
  - vii contravention of the employee's duties and obligations under Anicinabe Nation of Kakinwawigak's Financial Administration Law including codes of conduct and conflicts of interest.
- c) Documentation should include information on the offence and previous corrective communications with the employee.
  - d) A terminated employee will not be eligible to apply for future employment with Anicinabe Nation of Kakinwawigak for a minimum period of six months from date of dismissal. The severity of the cause for dismissal may prevent a candidate from being considered.
  - e) Should a previously terminated employee be the successful candidate for future employment, the following must be stated in the offer of employment:
    - a. Person is hired under a different position;
    - b. This new employment is not a continuation of the previous employment (for matters pertaining to benefits and seniority);
    - c. A brief history of the situation that led to termination; and
    - d. Should there be a repeat of past behaviours or a breach, then disciplinary measures will immediately apply, including termination.

#### **04 PROMOTION AND DEMOTION**

- 01 All employees shall be eligible for promotion, which shall be based upon qualifications, skills, abilities, experience, performance, potential, and initiative. All vacant positions shall be advertised both internally and externally in accordance with the Recruitment and Selection Policy No. 0210.
- 02 All promotions which result in a change of job class and duties for the employee will result in a trial period as specified in the Probation Policy No. 0212.



- 03 A permanent demotion, also called a “constructive dismissal” can be used as a “temporary demotion” and as a disciplinary measure but not as a performance improvement technique.
- 04 The Executive Director may terminate an employee, with or without cause, in accordance with the *Canada Labour Code*, as amended from time to time. Where an employee is being terminated without cause, the employer shall give the employee notice in writing, or pay in lieu thereof, as is required by the *Canada Labour Code*, as amended from time to time, as well as benefits continuation, severance pay (if applicable) and all other entitlements in accordance with the minimum requirements of the *Canada Labour Code*.
- 05 Contract employees may be entitled to notice if employment is terminated prior to the expiry of a fixed term contract. Contract employees may otherwise be entitled to notice if they have been employed for three (3) months or more as per the *Canada Labour Code*.

## **05 TERMINATION AND LAYOFF**

- 01 The Anicinabe Nation of Kakinwawigak reserves the right to temporarily and permanently layoff staff in accordance with its operational requirements from time to time. Notice of layoff must be provided in writing by the department Director.
- 02 For all terminations without cause, full-time and/or part-time employees shall be entitled to written notice of termination or pay in lieu thereof, benefits continuation, severance pay (if applicable) and all other entitlements as is minimally required by and limited to the *Canada Labour Code*, as amended from time to time.
- 03 Where Anicinabe Nation of Kakinwawigak wishes to make payment in lieu of notice, they shall pay termination pay in an amount equal to the regular wages of the employee for the period of the prescribed notice.

## **06 RESIGNATION**

- 01 Unless otherwise stipulated in their employment contract, when employment is terminated by the employee, the employee shall give two (2) weeks’ notice, in writing, to their immediate Supervisor. The Executive Director may waive the resignation notice period, in whole or in part, by providing payment of regular wages and continuation of benefits for the period waived.
- 02 Where an employee abandons his duties without notice, or is absent for three (3) consecutive shifts without reasonable cause sufficient to the Employer, employment will terminate without notice.





## **07 GRIEVANCES**

- 01 It is the desire of Anicinabe Nation of Kakinwawigak that any complaint between an employee and the organization with respect to the application, interpretation, or alleged violation of any organizational policy be raised and adjusted as quickly as possible.
- 02 Complaint resolution will follow the procedures outlined in Conflict Resolution Policy No. 0408.

## **08 CONFLICT RESOLUTION**

- 01 All employees have the right to a conflict free work environment and Anicinabe Nation of Kakinwawigak shall endeavour to resolve any conflicts, concerns, complaints or issues in a fair, dignified and timely manner. This policy deals with the reporting and resolution of employee related issues, save and except instances of workplace harassment or violence, for which there is a separate resolution process, as set out in the Harassment and Violence Prevention Policy No. 0409.

### **A. Chain of Communication**

- 01 The following is the normal Chain of Communication to resolve conflicts, concerns, complaints or issues. Please note that Chief and Council are mandated to deal with political issues, not operational matters, so are not included in this process. The Executive Director will report to the Chief and Council all formal investigations and their outcomes.
  - a) Immediate Supervisor
  - b) Department Director
  - c) Executive Director
  - d) Management Board

### **B. Employee Options**

- 01 Employees will proceed according to the following steps in order to resolve conflicts, concerns, complaints or issues:
  - Step 1. Conflict resolution is the initial responsibility of the parties involved, who will use a problem-solving approach. If this initial process does not resolve the issue proceed to the next step.
  - Step 2. Use the Chain of Communication to bring the issue, in writing, to the attention of management for resolution.
  - Step 3. The Executive Director can be accessed, in writing when:



- a) internal conflict resolution procedures have been exhausted,  
and
- b) the employee alleges either that:
  - i the Human Resources Policy and Procedures has been  
violated to his or her detriment; or
  - ii the Human Resources Policy and Procedures do not  
adequately protect his or her human rights.

02 If the issue involves the Executive Director and a satisfactory resolution was not achieved through discussions and a problem-solving approach or if this process is inappropriate, the issue will be brought by the complainant in writing to the Management Board.

### **C. Conflict Resolution Process**

01 In accordance with Anicinabe Nation of Kakinwawigak's Governance Policy, Section 10, page 53, when a Supervisor/Manager is made aware of an issue and the issue is within that Supervisor/Manager's area of responsibility, he/she will encourage resolution through a problem-solving approach.

02 If the issue cannot be resolved at this level, the Supervisor/Manager will bring the issue up to the next level in the Chain of Communication for resolution, until it reaches the Executive Director.

03 If the issue is not within the Supervisor/Manager's area of responsibility, the Supervisor/Manager will bring it to the appropriate management person within whose area of responsibility the issue falls and who will follow the steps outlined in 01 and 02 above.

04 The Executive Director is to be informed by the immediate Supervisor of any conflicts, concerns, complaints or issues that are, or can be serious, contentious, have legal or liability implications or involve Chief and Council.

05 Any issues brought by a staff person to a management person must be dealt with and/or reported. Management cannot claim confidentiality as a reason for not dealing with an issue disclosed to them by a staff person.

06 If a conflict, concern, complaint or issue is of a serious nature (e.g. may require corrective measures or a formal response from management), the Executive Director may choose to initiate a formal investigation.

- a) Any issues that are raised in writing will be acknowledged in writing by the receiver and within twenty-four (24) hours of receipt.



- b) Issues are to be resolved within the shortest delay possible and no later than thirty (30) days, if possible.
- c) During the resolution process, concerned parties are to be kept informed of the progress weekly, until resolution.
- d) The Issue Reporting and Resolution Form No. 0408/IRR/25 will be used to document the conflict resolution process.

07 During the investigation, the investigator will:

- a) if a respondent is involved, inform the respondent of the complaint and provide a copy of the complaint within seven (7) days of receipt of the complaint;
- b) interview the concerned parties and witnesses, if applicable;
- c) meet with concerned parties to solve the issue;
- d) submit to the Executive Director a written report outlining findings, stating conclusions, describing the solution if reached, and recommending actions, within thirty (30) days (if possible) of the beginning of the investigation

08 The Executive Director will review the report of the investigator and make the final decision regarding actions to be taken. The decision will be made and communicated to the concerned parties verbally and in writing within ten (10) days of the submission of the report of the investigation.

09 The Executive Director will report to the Chief and Council all formal investigations and their outcomes.

#### **D. Disciplinary Action**

01 If disciplinary action is required as the result of the conflict resolution process, refer to the Corrective Measures Policy No. 0403.

### **09 HARASSMENT AND VIOLENCE PREVENTION**

01 Anicinabe Nation of Kakinwawigak is committed to the premise that there shall be no discrimination or harassment practiced by neither their Council, management nor staff against any employee because of race, religion, colour, age (as defined in the *Canadian Human Rights Act*) sex, national origin, ethnic origin, sexual orientation, gender identity or expression, disability, marital or family status, genetic characteristics, or conviction for an offence for which a pardon has been granted or in respect of which a suspension has been ordered . This provision will not apply to programs which require such preference as may be permissible under the *Canadian Human Rights Act*.

02 Anicinabe Nation of Kakinwawigak further affirms that there shall be a working environment that is free from workplace violence and harassment, including sexual harassment.



- a) "Harassment" shall be defined as:
    - i Any unwelcome, hostile, or vexatious comment or conduct toward an employee or other person in the workplace that is known or ought reasonably be known to be unwelcome or expected to cause offence, humiliation or other physical or psychological injury or illness to the employee or person.
  - b) "Sexual Harassment" refers to a form of discriminatory harassment and shall be defined as:
    - i any conduct, comment, gesture or contact of a sexual nature;
    - ii that is likely to cause offence or humiliation to any employee; or
    - iii that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
  - c) "Violence" shall be defined as:
    - i Any action, conduct, threat or gesture by a person towards an employee or another person in their workplace that can reasonably be expected to cause harm, injury or illness to that employee or person.
  - d) "Principal Party" means an employee or employer who is the object of an occurrence of harassment or violence in the workplace.
  - e) "Responding Party" means the person who is alleged to have been responsible for an occurrence of harassment or violence in the workplace
- 03 Nothing shall prevent an employee from pursuing the complaint with the *Canadian Human Rights Commission*, making a complaint to their supervisor under *section 127.1 of the Canada Labour Code*, or pursuing any other available alternative recourse, as appropriate.
- 04 There shall not be any discrimination, intimidation, retaliation, interference, restraint, or coercion exercised or practiced against any employee who has exercised their rights under this policy.
- 05 Under this policy, Anicinabe Nation of Kakinwawigak and Council have the following responsibilities:
- a) To make every effort to carry out all of its joint responsibilities with the input and assistance of the Workplace Health and Safety Committee;
  - b) To develop and implement preventative measures against harassment and violence in the workplace;



- c) To review the workplace assessment every two (2) years, as well as whenever notice of an occurrence is received and the Principal Party elects to end the resolution process or the Responding Party is not an employee of Anicinabe Nation of Kakinwawigak, and, if necessary, update it;
- d) To review these policies and procedures every two (2) years as well as following any change to an element of the policy and, if necessary, update them;
- e) To develop emergency procedures to be implemented if an occurrence poses an immediate danger to the health and safety of an employee or where there is a threat of such an occurrence;
- f) To review the emergency procedures after each implementation and, if necessary, update them;
- g) To provide training on workplace harassment and violence that is specific to the culture, conditions and activities of the workplace and that minimally includes:
  - i The elements of these policies and procedures;
  - ii A description of the relationship between workplace harassment and violence and the prohibited grounds of discrimination set out in *subsection 3(1) of the Canadian Human Rights Act*; and
  - iii A description of how to recognize, minimize, prevent and respond to workplace harassment or violence;
- h) To review the training every two (2) years as well as following any change to an element of the training and, if necessary, update it; and
- i) To make available information respecting medical, psychological or other support services available to employees.

06 Under this policy, Managers and Supervisors have the following responsibilities:

- a) To treat people in the workplace with respect;
- b) To set an example by acting without harassment or violence in any interpersonal and professional relationships;
- c) To promote a harassment-free and violence-free workplace;
- d) To take steps to eliminate harassment or violence in the workplace;
- e) To support and ensure the application of these policies and procedures;
- f) To ensure that employees for whom they are responsible receive a copy of this policy, and that it is posted in an easily accessible location in the workplace;
- g) To intervene to end harassing or violent behaviours where they exist;
- h) To report any incidents of harassment or violence in the workplace to Anicinabe Nation of Kakinwawigak or to the designated recipient and, where appropriate, to the police (NOTE: Any physical assault must be reported to the police);
- i) To effectively address occurrences of harassment or violence in the workplace and to resolve them with employee participation;
- j) When required, to participate in investigations and/or litigation relating to any claims of harassment or violence in the workplace and assist in the



implementation of any recommendations and conclusions for remedial action, as necessary; and

- k) To ensure the confidentiality and security of all parties involved in an incident of workplace harassment or violence.

07 Employees have the following responsibilities:

- a) To treat people in the workplace with respect;
- b) To maintain a healthy workplace free of harassment or violence as described in this policy;
- c) To report any incident of workplace harassment or violence to Anicinabe Nation of Kakinwawigak, whether the employee is a principal party or a witness;
- d) To report any context, circumstance, event or other factors in the workplace that may contribute to the development of harassment or violence;
- e) To cooperate in the investigation of, as well as any efforts to resolve, the situation of harassment or violence in the workplace; and
- f) To ensure the confidentiality of information.

08 Anicinabe Nation of Kakinwawigak's Designated Recipient has the following responsibilities:

- a) Responding to all notices of an occurrence within seven (7) days of receiving the notice;
- b) Conducting an initial review of a notice of occurrence;
- c) Contacting the Principal Party, the Responding Party (if applicable) and any witnesses (if applicable) following the initial review and providing them with the required information within the prescribed time limits;
- d) Conducting the negotiated resolution process no later than forty-five (45) days after the day on which the notice of occurrence was provided;
- e) Facilitating the conciliation process;
- f) Facilitating the investigation process, including appointing an investigator agreed to by the Principal Party and Responding Party;
- g) Ensuring that the investigation process is applied and followed by the investigator and employees;
- h) Determining if a police investigation is required and, if so, consulting with the Executive Director before involving law enforcement;
- i) Providing monthly status updates on the resolution process to the Principal Party and the Responding Party;
- j) Ensuring that the resolution process is completed within one (1) year of the day on which the notice of occurrence was provided;
- k) Meeting separately with the Principal Party and the Responding Party following the completion of the investigation to discuss the conclusions and implemented recommendations; and
- l) Complying with all of Anicinabe Nation of Kakinwawigak's policies and procedures.



- 09 Workplace Assessment and Identified Risk Factors – Additional information can be found in “Workplace Assessment and Identified Risk Factors” Resource Document No. 0409/WAIRF/00 in the Appendix under Supporting Documents.
- 10 Emergency Procedures – Additional information can be found in “Emergency Procedures” Resource Document No. 0409/EP/00 in the Appendix under Supporting Documents.
- 11 Notification of an occurrence of workplace violence or harassment can be made by a Principal Party or a witness. The notification must be made to the Designated Recipient, either orally or in writing, but must contain the following information:
- a) the name of the Principal Party and the Responding Party, if known;
  - b) the date of the occurrence; and
  - c) a detailed description of the occurrence.
- 12 A reporting witness may choose to remain anonymous, but the Principal Party must be identified. If, during the initial review process described in paragraph 11, the name or identity of the Principal Party is not disclosed and cannot otherwise be determined, the occurrence will be deemed to be resolved.
- 13 Once the resolution process is triggered, Anicinabe Nation of Kakinwawigak will provide monthly updates to the Principal and Responding Parties regarding the status of the process until such time as it is complete.
- 14 Upon receipt of every notification of an occurrence, Anicinabe Nation of Kakinwawigak or the designated recipient will conduct an initial review. Within seven (7) days after the day on which notice of an occurrence is provided, Anicinabe Nation of Kakinwawigak will contact both the Principal Party and the Responding Party in response to the notice Anicinabe Nation of Kakinwawigak or the designated recipient will inform the Principal Party and the Responding Party:
- a) That their notice has been received or that they have been named or otherwise identified as a party in the notice of occurrence, as the case may be;
  - b) Of the manner in which the workplace harassment and violence prevention policy and procedures are accessed;
  - c) Of each step of the resolution process; and
  - d) That they may be represented during the resolution process.
- 15 If the notice of occurrence came from a witness, Anicinabe Nation of Kakinwawigak or designated recipient will also, within seven (7) days after the day on which notice of an occurrence is provided, contact the witness to confirm that their notice has been received.



- 16 Anicinabe Nation of Kakinwawigak or the designated recipient will make every reasonable effort to resolve the occurrence by way of negotiated resolution beginning no later than forty-five (45) days after the day on which notice is received.
- 17 If an occurrence cannot be resolved by way of negotiated resolution, the Principal Party and the Responding Party can agree to proceed with the resolution process by means of conciliation. The Principal and Responding Parties must agree both on the process of conciliation, as well as on the facilitator. If the conciliation is unsuccessful or cannot proceed and the Principal Party so requests, then a formal investigation of the occurrence will subsequently take place.
- 18 If conciliation is unsuccessful or cannot proceed and the Principal Party so requests, Anicinabe Nation of Kakinwawigak will proceed with a formal investigation in order to obtain the investigator's conclusions regarding the occurrence and recommendations regarding eliminating or mitigating the risk of a similar occurrence. Anicinabe Nation of Kakinwawigak will review and implement the investigator's recommendations, as appropriate.
- 19 A copy of the investigator's report will be provided by Anicinabe Nation of Kakinwawigak to the Principal Party, the Responding Party and the Workplace Health and Safety Committee and, if applicable, the designated recipient. The investigator's report will not reveal, directly or indirectly, the identity of persons involved in the occurrence or the resolution process for the occurrence.
- 20 Upon receipt of the report, Anicinabe Nation of Kakinwawigak and applicable partner (the workplace committee or the health and safety representative, as applicable) must jointly determine which recommendations contained within it are to be implemented, and Anicinabe Nation of Kakinwawigak must then implement them.
- 21 The resolution process will be completed when:
  - a) If a workplace assessment is required, the review and, if necessary, update of the assessment is carried out;
  - b) The occurrence is deemed resolved at the initial review stage, or is resolved by way of negotiated resolution or conciliation; or
  - c) the matter is investigated, the investigator has provided the report, and Anicinabe Nation of Kakinwawigak has implemented the recommendations that it has jointly determined with the Workplace Health and Safety Committee will be implemented.
- 22 The Principal Party can at any time request that the resolution process be terminated. However, in such cases, Anicinabe Nation of Kakinwawigak will nonetheless review and, if required, update the workplace assessment. No matter the outcome, the resolution process will be completed in its entirety within one (1)





year after the day on which notice of the occurrence is received (subject to limited extension, where permitted and appropriate).

- 23 Employees found to have engaged in workplace harassment or violence may be subject to progressive discipline in accordance with Corrective Measures Policy No. 0403, up to and including immediate dismissal for cause.
- 24 The documents corresponding to any investigation will be kept on file in a secure location, separate from any employee personnel files, for as long as necessary. Records of any remedial action taken will be placed in the appropriate employee's personnel file.
- 25 Confidentiality and the protection of privacy are necessary to conduct an effective investigation of an incident of harassment or violence in the workplace and to provide appropriate support for those who are victimized. Reports and complaints of workplace harassment or violence will be received and investigated in a confidential manner. All reports and complaints of workplace harassment or violence will be considered personal information supplied in confidence. The name of the complainant and the circumstances of the report or complaint will not be disclosed to any person except where disclosure is necessary for the purpose of investigating the report or complaint. The substance of investigative reports and meetings held by those in authoritative positions, regardless of whether allegations are substantiated, will be protected from disclosure to third parties, except where required for legal reasons.
- 26 Strict confidentiality cannot be guaranteed to anyone who files a report or makes a complaint of workplace harassment or violence. If a report or complaint goes through investigation, the responding party and others involved may be made aware of circumstances in the report or complaint, as may be necessary on a "need-to-know" basis.
- 27 Gossiping about an incident seriously undermines the privacy of all parties involved. A person who becomes aware of an incident of harassment or violence in the workplace should not disclose any information to a third party without consulting the victim or the person(s) directly concerned beforehand, unless the person is summoned to testify in court.
- 28 Following an occurrence of workplace harassment or violence, Anicinabe Nation of Kakinwawigak is committed to providing assistance to any employee or witness who so requires. Such assistance may include but not be limited to referring the employee to the Employee Assistance Program or providing psychological support or other measures appropriate given the circumstances.



29 Anicinabe Nation of Kakinwawigak Employee Assistance Program includes free, confidential, professional services and consultations, offered by BCH Consultants, easily accessible twenty-four (24) hours per day, seven (7) days a week:

- a) Emergency Line: 1-800-525-0997
- b) Head Office: 1-819-797-5116
- c) Website: [www.consultantsbch.com](http://www.consultantsbch.com)
- d) Information cards can be obtained from your immediate Supervisor or Human Resources Advisor

## **10 SOCIAL MEDIA**

### **A. General**

- 01 This Social Media policy sets out the expectations and requirements of Anicinabe Nation of Kakinwawigak towards its employees, consultants and contractors with respect to their use of social media.
- 01 This policy applies to all employees of Anicinabe Nation of Kakinwawigak, regardless of their position, hierarchical level or status (including any permanent, part-time, full-time, on-going, term, casual and seasonal employees).
- 02 This policy covers all forms of social media, including, but not limited to Facebook, Instagram, Twitter, LinkedIn, TikTok, Snapchat, Messenger, WhatsApp, and other sites such as blogs, wikis, social networking websites, podcasts, forums, message boards, employer review sites or comments on web articles. It applies to the use of social media for both business and personal purposes, during working hours and on an employee's own time to the extent that it may affect Anicinabe Nation of Kakinwawigak.
- 03 Although many users may consider their personal comments posted on social media or discussions on social networking sites to be private, these communications are frequently available to a larger audience than the author may realize.
- 04 As a result, any online communication that directly or indirectly refers to Anicinabe Nation of Kakinwawigak, their services, team members or other work-related issues, has the potential to damage Anicinabe Nation of Kakinwawigak's reputation or interests.

### **B. Responsible Use of Social Media**

- 01 Each employee's actions on social media, not only during, but also outside of work hours, may reflect on Anicinabe Nation of Kakinwawigak. Employees should use their best judgement when posting on social media and always consider how their actions may impact the image and reputation of their employer.



- 02 Employees are required to refrain from sharing any work-related content on social media that disparages the work, reputation or image of Anicinabe Nation of Kakinwawigak.
- 03 Further, employees must be mindful about posting/commenting on social media where it relates to other community members who may also be Anicinabe Nation of Kakinwawigak employees, as these posts/comments may violate this policy, or other Anicinabe Nation of Kakinwawigak policies, such as Anicinabe Nation of Kakinwawigak's Harassment and Violence Prevention Policy No. 0409.
- 04 Indeed, personal opinions, gossip or messages to other community members which "may cause offence, humiliation or other physical or psychological injury or illness to an employee" or which may be discriminatory may constitute a violation of Anicinabe Nation of Kakinwawigak's Harassment and Violence Prevention Policy No. 0409, even if these employees do not work directly together or if the behaviour was not confined to working time. Further, such commentary is not appropriate and not professional.
- 05 Employees must note that any use of social media (whether or not accessed for work purposes, if applicable) may be monitored by Anicinabe Nation of Kakinwawigak.
- 06 This policy sets out more specific requirements and prohibitions employees of Anicinabe Nation of Kakinwawigak must comply with when using social media.

### **C. Policy Requirements**

- 01 Employees are required to comply with the following requirements in a personal and business capacity:
  - a) Employees are prohibited from using social media during working time, unless specifically authorized to do so as part of their job duties;
  - b) Employees are prohibited from using Anicinabe Nation of Kakinwawigak's equipment to engage in use of social media, unless specifically authorized to do so as part of their job duties;
  - c) Employees are prohibited from making any social media posts/comments containing proprietary or confidential information of Anicinabe Nation of Kakinwawigak;
  - d) Employees are prohibited from making any derogatory, negative or disparaging social media posts/comments about Anicinabe Nation of Kakinwawigak or its governance, or which might directly or indirectly defame, harass, discriminate against or bully any Anicinabe Nation of Kakinwawigak team member, supplier or client;



- e) Employees are prohibited from mentioning Anicinabe Nation of Kakinwawigak (or its employees or representatives in such capacity) in any social media posts/comments or referring to Anicinabe Nation of Kakinwawigak, unless they have obtained prior written consent to do so by the Communications Officer and policy;
- f) Employees are prohibited from making any social media posts/comments on behalf of Anicinabe Nation of Kakinwawigak or communicating as a representative of Anicinabe Nation of Kakinwawigak without prior authorization to act in this capacity, unless this is part of their job duties;
- g) Employees must further ensure that it is clear that any post/comments they make on social media represent their personal views and opinions, and not those of Anicinabe Nation of Kakinwawigak;
- h) Employees are prohibited from using any Anicinabe Nation of Kakinwawigak logo on social media, unless specifically authorized to do so;
- i) Employees are prohibited from posting or commenting on any illegal or unlawful material on social media, including material that is obscene, defamatory, discriminatory, libelous, threatening or depicting illegal activity (e.g. illegal drug use);
- j) Employees are prohibited from committing any breach of intellectual property rights or copyrights through their use of social media; and
- k) Employees are required to comply with all other Anicinabe Nation of Kakinwawigak policies when using social media, including Anicinabe Nation of Kakinwawigak's Harassment and Violence Prevention Policy No. 0409.

#### **D. Disciplinary Action**

- 01 Violations of this policy may result in disciplinary action, up to and including termination of employment.

#### **E. Surviving Obligations**

- 01 Employees whose employment with Anicinabe Nation of Kakinwawigak ends, for any reason, still owe duties of loyalty and confidentiality to Anicinabe Nation of Kakinwawigak, which survive the termination of employment. This means such individuals will continue to be prohibited from posting/commenting on social media in a manner that may negatively impact Anicinabe Nation of Kakinwawigak's reputation or in a manner that may divulge any confidential information belonging to Anicinabe Nation of Kakinwawigak.



## 05 SALARY, WAGES AND BENEFITS

### 01 REMUNERATION

- 01 The scope of this policy will define and outline Anicinabe Nation of Kakinwawigak employees' Remuneration Policy No. 0501. Ultimately, the purpose of this policy is to:
  - a) Ensure levels of compensation that are internally equitable, externally competitive and financially feasible.
  - b) Set salary levels, which will enable Anicinabe Nation of Kakinwawigak to recruit and retain qualified employees.
  - c) Provide guidelines for on-going salary administration.
- 02 On the recommendation of the Finance and Audit Committee, and in consultation with the Executive Director, the Council shall approve a range of salaries for each position within Anicinabe Nation of Kakinwawigak.
- 03 The Finance and Audit Committee, in consultation with the Executive Director, shall review the salary schedules on an annual basis.
- 04 On forwarding the salary review to the Council, the Finance and Audit Committee shall provide comment on the overall impact the recommendations may have on the fiscal resources of Anicinabe Nation of Kakinwawigak.
- 05 The Executive Director shall use the schedule of salaries approved by the Council in establishing the pay of all employees of Anicinabe Nation of Kakinwawigak within the salary ranges set forth in the schedule.
- 06 All new employees shall be positioned on Anicinabe Nation of Kakinwawigak's salary scale based on their years of experience and competencies. New employees can be positioned at step one (1) of the salary schedule for the position for which they are being hired. Prior to the completion of the six (6) month probationary period, the new employee shall be subject to a Performance Appraisal by his/her immediate Supervisor. At that time, if the employee is found to be performing at a satisfactory level, he/she shall be granted the position on a permanent basis. No increase in salary will occur as increases take place annually, should funding permit continuation of the employment and if Anicinabe Nation of Kakinwawigak has the financial capacity to provide annual increases. Notwithstanding the foregoing, the Employer reserves the right to assess candidates' skills, abilities, experience and qualifications, and to place the individual on the salary scale at a higher level as it deems reasonable to attract and retain qualified staff particularly when there is a skills shortage.



- 07 If an employee does not merit a six (6) month probationary increase in salary due to unsatisfactory performance and/or other deficiencies, another evaluation shall be performed at the one (1) year anniversary date, at which time the employee would progress to step two (2). It is understood that employees exhibiting performance problems and/or other deficiencies may be subject to more frequent reviews throughout their probationary period. Based on the severity of the performance issue and/or deficiency, the employee may be released from employment prior to the end of the probationary period and therefore shall not be reassessed based on the above procedure.
- 08 Refer to Performance Appraisal Policy No. 0402 for more details on Performance Appraisals.
- 09 The Supervisor conducting the Performance Appraisal may recommend a salary step increase, if he/she feels that the employee merits an increase based on satisfactory performance. The recommendation from the Supervisor shall be forwarded to the Executive Director for final approval. Once the Executive Director has approved the salary increase, the authorization shall be directed to the Finance Department for processing.
- 10 All salary adjustments shall be effective at the beginning of the reference period. If an authorization for a salary increase is received late, the employee's salary shall be adjusted retroactively to his/her such date.
- 11 The performance review date of a promoted employee shall be amended to the date, upon which the promotion took place. Whenever an employee is promoted or transferred to a more senior and/or higher paid position, the employee shall be placed on the salary step closest to his/her current salary. The placement on the new salary schedule should afford the employee an increase in pay over and above his/her current rate of pay.
- 12 The salary increase contemplated in this section of the policy applies only in circumstances where the employee is permanently promoted, or in situations where the employee is transferred for an extended period of time to a higher paid position. Employees providing vacation relief for a colleague in a higher paid classification shall be exempt from this section of the policy.
- 13 In order to preserve the confidentiality of employees' salaries, the Salary Schedule mentioned in this policy shall be kept in the Finance Department.

## **02 GROUP INSURANCE**

- 01 The granting of any benefit package shall be at the sole discretion of Anicinabe Nation of Kakinwawigak and no promises or representations of the availability of



such package is implied herein by Anicinabe Nation of Kakinwawigak to its employees.

- 02 Full-time permanent employees will complete an application form at the commencement of his/her employment and be enrolled into Anicinabe Nation of Kakinwawigak's group insurance program after the mandatory three (3) month waiting period has been completed.
- 03 All permanent full-time employees must be enrolled in the Life Insurance, Long-Term Disability, and the Accidental Death and Dismemberment plans. Enrolment is mandatory.
- 04 While pension, health and disability benefits do not apply for all leaves, Anicinabe Nation of Kakinwawigak will pay the employer portion of any premiums while the employee is on maternity or parental leave, providing the employee pays the employee portion of the premiums during their maternity or parental leave. If possible, a method of payment of these premiums must be arranged prior to the commencement of the leave. Non-payment of contributions for the leave period has no impact on employment status, which is considered unchanged for purposes of calculating future benefits when returning to work. Any employee who is temporarily removed from the plan shall be reinstated subject to the confinements of the insurance company's policies and procedures.
- 05 When an employee takes an Educational Leave, group insurance and pension benefits will terminate effective the day of departure from Anicinabe Nation of Kakinwawigak. Reinstatement shall be accepted at the discretion of the insurance company's policies and procedures.
- 06 In cases of disagreement, the terms and conditions of Anicinabe Nation of Kakinwawigak's insurance company's policy shall govern. Anicinabe Nation of Kakinwawigak's only responsibility is to provide the plan and to pay its share of the premium costs. All determinations of whether benefits are payable, shall be determined exclusively by the Insurer.
- 07 All group insured benefits shall cease should the employer/employee relationship end either by dismissal or resignation. Benefits shall be continued beyond the employee's last day of employment only as is minimally required by the provisions of the *Canada Labour Code*, as amended from time to time.
- 08 Sick leave due to illness up to five (5) consecutive working days is covered under Sick/Personal Leave Policy No. 0702. An absence due to illness beyond five (5) working days will be adjudicated by the Anicinabe Nation of Kakinwawigak's group insurance company as per the Short-Term Disability Insurance Policy.



- 09 Employees absent from work due to illness for more than five (5) working days that meet the insurance company's eligibility criteria for Short-Term Disability benefits will not be entitled to Anicinabe Nation of Kakinwawigak's sick leave days for their absence. Employees whose disability claim has been denied will qualify to use the remainder of sick leave days once he/she provides a document proving his ineligibility for Short-Term Disability benefits.
- 10 In accordance with the Anicinabe Nation of Kakinwawigak's insurance company's policy, Short-Term Disability benefits commence immediately for injury related claims. Employees that suffered an injury that meets the insurance company's eligibility criteria for disability benefits will not be entitled to Anicinabe Nation of Kakinwawigak's sick leave days.
- 11 Employees whose disability claim has been denied by the insurance company will qualify to use the remainder of his/her sick leave days once he/she provides a document proving ineligibility for Short-Term Disability benefits, and provided that the employee has a medical certificate from their treating physician or health care provider stating that they remain ill and unable to work.
- 12 Temporary full-time and part-time employees, along with volunteers, shall not be eligible for group insurance enrolment. Temporary full-time employees whose contracts are for a period of one (1) year or more shall be eligible for enrolment.
- 13 The insurance company which the Anicinabe Nation of Kakinwawigak wishes to conduct business with shall be determined by the Anicinabe Nation of Kakinwawigak. Anicinabe Nation of Kakinwawigak may, in its sole discretion, change insurance providers at any time without notice to the employees.

### **03 PENSION PLAN**

- 01 Full-time permanent employees shall complete an application form for enrolment into Anicinabe Nation of Kakinwawigak's pension plan by completing an application form at the commencement of his/her employment. Participation begins once the six (6) month probation period is completed.
- 02 Temporary full-time and part-time employees, along with volunteers, shall not be eligible for pension plan enrolment. Temporary full-time employees whose contracts are for a period of one (1) year or more shall be eligible for enrolment.





## 06 HOURS OF WORK, OVERTIME AND GENERAL HOLIDAYS

### 01 HOURS OF WORK

- 01 The following paragraphs are intended to define the normal hours of work for Anicinabe Nation of Kakinwawigak employees and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- 02 The normal work week for full-time employees shall be thirty-five (35) hours worked consisting of four (4), seven and three quarter ( $7\frac{3}{4}$ ) hour days, from 8:00 am to 4:30 pm, Monday to Thursday, with a three-quarter ( $\frac{3}{4}$ ) hour unpaid meal period, and one (1) four (4) hour day, 8:00 am to 12:00 pm, on Friday. Some evening and weekend work may be required from time to time. Functions such as, but not limited to custodians, teachers, educational assistants and support staff at Amo Ososwan School, may work flexible schedules to meet operational requirements.
- 03 Employees shall be entitled to two (2) relief periods during the work day, on the basis of fifteen (15) minutes for each half ( $\frac{1}{2}$ ) of a seven and three quarter ( $7\frac{3}{4}$ ) hour day. Smoking is permitted during relief periods and in designated areas only. Unpaid breaks can be arranged for medical reasons and nursing.
- 04 All employees shall be entitled to two (2) fifteen (15) minute paid breaks per shift as scheduled. The first break shall be taken in the morning and the second during the afternoon, normally at the same time every day.
- 05 Hours of work for part-time and/or casual employees may vary depending on the position and program. Anicinabe Nation of Kakinwawigak will endeavour to give as much notice as possible of any change in schedule, but will give at least ninety-six (96) hours' notice of any change to an employee's schedule, and at least twenty-four (24) hours' notice of any change to an employee's shift, unless the change is necessary to deal with unforeseen circumstances that present an imminent or serious threat.
- 06 Nurses shall be placed on a two (2) week work rotation schedule. Specifically, nurses shall work two (2) weeks and will be off for two (2) weeks between work weeks.
- 07 A regular work week shall consist of seventy (70) hours per week:

Monday to Friday: 8:00 am – 5:30 pm =  $9\frac{1}{2}$  Hours  
( $9\frac{1}{2} \times 5 \text{ days} = 47\frac{1}{2}$ )

Saturday – Sunday: 7:00 am to 7:00 pm =  $11\frac{1}{4}$  Hours  
( $11\frac{1}{4} \times 2 \text{ days} = 22\frac{1}{2}$ )



Note: As per *Canada Labour Code*, Work after forty-four (44) hours is considered overtime and must be paid at time and one half, or one and one half (1 ½) hours. Anicinabe Nation of Kakinwawigak agrees to harmonize and exceed the aforementioned Code to benefit its nurses by remunerating the employee at regular pay for a total of seventy (70) hours during his/her time off.

- 08 Teachers, educational assistants, administrative and support staff at Amo Ososwan School work flexible schedules to meet operational requirements

## **02 OVERTIME**

- 01 Authorized time (calculated to the nearest quarter of an hour) worked in excess of seven and three-quarter (7 ¾ ) hours but less than eight (8) hours per day, and thirty-five (35) but less than forty (40) hours per week shall not be considered as Overtime. For the time worked between seven and three-quarter (7 ¾ ) and eight (8) hours per day, and thirty-five (35) and forty (40) hours per week, employees shall be granted time off with pay at one (1) hour off for one (1) hour worked, calculated to the nearest quarter (1/4) of an hour as applicable
- 02 Authorized time (calculated to the nearest quarter of an hour) worked in excess of eight (8) hours per day and forty (40) hours per week shall be considered as overtime. Overtime does not include that time which an employee is available off-site on an on-call basis.
- 03 The Anicinabe Nation of Kakinwawigak shall make every reasonable effort to avoid the need for overtime. Overtime shall be on a voluntary basis wherever practical. If there are not sufficient volunteers, the need for overtime was not reasonably foreseeable and is required to deal with an imminent or serious threat, the employer may require an employee to work overtime.
- 04 Except in cases of emergency, all overtime to be worked must be authorized, in advance, by the employee's immediate Supervisor or the Executive Director. In cases of emergency where neither the employee's Supervisor nor the Executive Director is available for authorization, the employee is to perform the work required and, within three (3) working days of the occurrence, provide to the Supervisor or Executive Director, in writing, the time worked and the reason for the overtime. An employee who fails to report the overtime as required herein shall forfeit his/her entitlement to overtime compensation.
- 05 The Anicinabe Nation of Kakinwawigak will not require nor permit work, and no employee may work or agree to work any hours in excess of forty-eight (48) hours in any week.



- 06 Employees who work authorized overtime shall be compensated for their work at a rate equal to one and one-half (1 ½ ) their regular rate of pay for all overtime worked.
- 07 The employee shall receive time off in lieu of as compensation for authorized overtime worked. Such time off shall be at a rate of one and one half (1 ½ ) hours off for each overtime hour worked. Time off in lieu of overtime must be taken within three (3) months of the day it was earned.
- 08 An employee who is required to work on a day on which they are entitled to holiday pay shall be paid, in addition to the holiday pay for that day, wages at a rate equal to at least one and one-half (1 ½ ) times their regular rate of wages for the time that they work on that day.
- 09 Employees attending an Anicinabe Nation of Kakinwawigak requested training or meeting will be entitled to accumulate paid time for actual hours travelled only. (e.g. It takes eight (8) hours to travel to Montreal; thus, a maximum of eight (8) hours shall be accumulated).
- 10 Employees attending a training or meeting that they have requested themselves will **not** be entitled to paid travel time or for attendance at the training session or meeting, but the employer will consider paying the tuition fee for the training session.
- 11 As Managers within the meaning of the *Canada Labour Code*, Directors shall not accumulate overtime.
- 12 To respond to emergencies, nurses are provided with Available and Call Back Pay as follows:
- a) **Available** - After 5:30 pm during the week and after 7:00 pm on weekends the employee shall be available in blocks of four (4) hours. If no call back is received in a four (4) hour block, the employee shall be compensated in the amount equivalent to one (1) hour regular pay for the four (4) hours.
  - b) **Call Back**: Outside of scheduled regular hours, the hours will be paid in real time worked effective the moment the call is received to the time the employee arrives home for a minimum of three (3) hours per call; should the nurse receive other calls within the three (3) hours of initial call, these calls are considered as being the same call and remuneration shall be paid for the three (3) hours as described in c) d) and e).
  - c) From Monday to Friday, if an emergency call is received, the employee shall be paid as follows: one (1) hour at regular hourly pay for being available and three (3) hours at time and one half or one and one half (1 ½) hours.
  - d) From Monday to Friday and if there is a statutory holiday, if an emergency call is received, the employee shall be paid as follows: one (1) hour at regular hourly



pay for being available and three (3) hours at double time and one half or two and one half (2 ½) hours.

- e) On Saturdays and Sundays, if an emergency call is received, the employee shall be paid as follows: one (1) hour at regular hourly pay for being available and three (3) hours at double time or two (2) hours.
- f) Should an employee be called back to work during his/her two (2) week time off, the employee shall be paid time and one half or one and one half (1 ½) for his/her regular hours while at work. This clause refers to regular hours only; the aforementioned overtime stipulations shall remain applicable.
- g) For c), d), and e), should there be more than one (1) call back within the three (3) hour block, the employee's remuneration shall remain at one (1) hour at regular hourly pay and three (3) hours as mentioned above.

- 13 Amo Ososwan School staff who have signed a ten (10) month contract will not be paid for, or accumulate overtime.

### **03 PAY PERIODS AND SALARY ADJUSTMENT**

- 01 All employees shall be paid on a bi-weekly basis with a required one (1) week salary holdback. Pay cheques and/or pay information slips shall be distributed on the Thursday at the close of the bi-weekly period. Bi-weekly pay periods shall begin on a Sunday and end on a Saturday.
- 02 Request for time off must be submitted to your immediate Supervisor on Application for Leave Form No. 0700/AL/00. The immediate Supervisor will then ensure that there is coverage available during the employee's absence. Once coverage is confirmed, it is the Supervisor's responsibility to submit the form to the Payroll/Finance Department for authorization. Once authorized, the form is then returned to the Supervisor, then to the employee.
- 03 All employees must properly fill in time sheets on a bi-weekly basis and submit them to the Finance Department. Pay will be made in accordance with the approved time sheets, Overtime Authorization Form No. 0602/OA/00, the daily attendance log, and Application for Leave Form No. 0700/AL/00. For those hours or days not documented for in accordance with the Human Resources policies, deductions will be made by payroll.
- 04 No salary advances shall be extended to any employee except:
- a) in cases where a pay day falls during his/her vacation period. The request shall be directed to the Finance Department by Checking the [Y] box on the Application for Leave Form No. 0700/AL/00 and must be submitted at least ten (10) working days prior to the start of the vacation period. The advance cheque will be released to the employee on the last working day prior to the commencement of the vacation period.



- b) in the case of employees who are subject to salary holdback, a maximum of one (1) week salary advance may be made at the discretion of the Executive Director. The employee will be eligible for an advance only during the first two (2) months of his employment.
- 05 Deductions from the pay of any employee will be made according to applicable statute and mandatory benefit programs at any given time. Employee contributions to group insured benefits, and pension plan as well as any applicable statutory deductions will be made from regular salary payments.
- 06 Overpayment of salary or authorized travel advances shall be recovered on the next pay of the employee.

#### **04 CULTURE WEEK**

- 01 All offices and public buildings will remain open during Culture Week.
- 02 Anicinabe Nation of Kakinwawigak's Culture Week consists of organized cultural activities during a five (5) day period on site at the Long Lake cultural grounds.
- 03 Employees who are working at, or participating in Culture Week are compensated as follows:
  - a) Employees staying at their own camps or camping at the cultural grounds and working are compensated as per Anicinabe Nation of Kakinwawigak Remuneration Policy No. 0501 and if applicable, Overtime Policy No. 0602.
  - b) Employees staying at their own camps or camping at the cultural grounds and NOT working, but who are participating in the cultural workshops are not compensated under Remuneration Policy No. 0501 but are eligible to apply for days off under Vacation Leave Policy No. 0701, or if eligible, to apply for up to five (5) paid days as provided in Leave for Traditional Aboriginal Practices Policy No. 0711. (*Canada Labour Code (CLC) Section 206.8 (1)*).
  - c) Paragraph (b) above, also applies to employees staying at their own camps and not participating at the cultural grounds.
  - d) Employees NOT going to their camps, NOT participating at the cultural grounds, and NOT on approved vacation MUST report to the office for regularly scheduled work.
  - e) Any employees staying home MUST be on approved vacation.
- 04 An ad-hoc committee shall be created in the months prior to and leading up to the event, consisting of representatives from specific departments of Community Services, Education, Health and Wellness, Culture, Language, Sport and Recreation, Natural Resources and Human Resources.



## **05 TELEWORK FROM HOME**

- 01 All employees working from home must adhere to all policies including but not limited to, confidentiality of information, work schedule, work hours, use of equipment, ethics, sick leaves and other types of leaves, Performance Appraisals etc. and all relevant policies including the human resource, financial and governance policies.

### **A. Duration/Agreements**

- 01 All short-term (one month or less) requests for telework are under the discretion of the Executive Director while longer term requests are under the authority of Chief and Council.
- 02 Contracted arrangements for telework will be according to an agreement between the parties concerned and documented on Telework Agreement Form 0605/TA/25.

### **B. Eligibility**

- 01 Telework eligibility (must meet one or more):
- a) Are living 100 km or more from the office.
  - b) Are in positions that mostly involve the development of communication and other documents.
  - c) Whose positions have been posted with a possibility of teleworking.
  - d) To complete an urgent specific work duty, so to avoid in-office distractions.
  - e) Special circumstances in which the employee is not available for a short-term period, and the nature of their employment.
  - f) Unavailable workspace within the office.
- 02 Telework must:
- a) Have sufficient connectivity capable of videoconferencing, email and internet.
  - b) Have the appropriate hardware and software necessary to carry out their duties.
  - c) Always be readily available for any at work meeting, training etc...
  - d) Keep track of work hours with description of daily work performed.

### **C. Software/Hardware Equipment & Other Expenses**

- 01 All hardware equipment such as computer, laptop, printer, desk etc. and any software necessary to carry out the employee's required duties will be agreed upon by the parties.



- 02 The telework employee is expected to keep all equipment in good working condition. Damaged and/or equipment repairs costs will be at the discretion of the employer.
- 03 Any additional costs stemming from working at home, including internet, electricity, rent, long distance etc. will be the responsibility of the telework employee.

#### **D. Working Hours, Attendance, & Availability**

- 01 Remote employees must be available and engaged in work activities during the approved upon schedule in the agreement. Approval from the Executive Director is required for working overtime, using overtime, medical leave, vacation, personal days and all other leaves.
- 02 The Telework Time Tracking Form 0605/TTT/25 will be used to keep track of hours and work performed.
- 03 The standards for working hours and attendance remain the same: a full-time employee is expected to work thirty-five (35) hours a week.

#### **E. Regular Communication**

- 01 Employees must be readily available for videoconferences, teleconferences, phone calls and respond to emails in a prompt and efficient manner. Emails are to be responded to by end of day. Missed calls should be responded to within two (2) hours.

#### **F. Environment/Location**

- 01 Employees are expected to have a functional dedicated workspace at home that helps keep them free from distractions.
- 02 Employees are expected to be available within their work schedule at the agreed upon location of work, and not attending leisure or recreational activities during work hours (for example camps, cottages, visiting family and friends, etc.).

#### **G. Security and Confidentiality**

- 01 Security and confidentiality of all sensitive information must be prioritized by the employee when working from home. The employee must ensure the information is always kept in a secured area, not accessible to anyone.



## **H. Travel**

- 01 Travel must be approved prior to making travel arrangements. Travel reimbursements will be calculated using the travel distance agreed upon by the parties.
- 02 As employees must report to the office from time to time, be it for a meeting, training etc. the cost associated with travelling to and from, the telework location and the office, cannot be claimed as an eligible travel expense. The employee is expected to assume these costs as their personal expense.

## **I. Performance Expectations/Evaluation**

- 01 Work performance expectations for a telework employee are no different than for an in-office employee.
- 02 Telework employees will be reviewed and evaluated based on the telework agreement which can be modified, renewed, or ended. A written letter of the termination will be sent to any long-term employees in the event the telework is no longer required, if the employee is required to work from the office or for any other reason deemed necessary to end the telework agreement.

## **06 GENERAL HOLIDAYS**

- 01 The following days shall be paid General Holidays for employees and are granted in accordance with the qualifying terms and conditions of the *Canada Labour Code* as amended from time to time:

### **A. Statutory Holidays:**

New Year's Day	Good Friday
Victoria Day	Canada Day
Labour Day	National Day for Truth and Reconciliation
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

### **B. Recognized Holidays:**

Anicinabe Nation of Kakinwawigak established holidays that are not guaranteed or regulated by the *Canada Labour Code* may be cancelled or modified at any time through Band Council Resolution.

January 2<sup>nd</sup>  
Family Day  
Easter Monday





National Indigenous Peoples Day (June 21)  
St Jean Baptiste (June 24)  
August Civic Holiday  
Christmas Eve

- 02 Payment for General Holidays shall be based on the employee's regular rate of pay that would normally be earned on such a day and for those who do not have a regular work schedule, in accordance with the *Canada Labour Code*, as amended from time to time.
- 03 In order to qualify for each General Holiday, an employee must have worked his scheduled regular day of work immediately preceding and following the holiday unless absent due to vacation, legitimate illness confirmed by a medical certificate, or a pre-approved employer paid leave of absence.
- 04 Where a General Holiday falls on a Saturday, the preceding Friday will be a paid holiday. Where a General Holiday falls on a Sunday, the following Monday will be a paid holiday.
- 05 Any General Holiday falling on an employees' vacation week, shall be treated as stipulated in the Vacation Leave Policy No. 0701-12.
- 06 All Employees shall be paid time and one half (1 ½ ) in addition to their regular rate of pay for each hour they are required to work on a General Holiday. Where an employee works at his/her own will on a General Holiday, the hours worked shall not be included for the purpose of calculating overtime for that week or any other week.

## **07 LEAVES OF ABSENCE**

### **01 VACATION LEAVE**

- 01 Nurses and Amo Ososwan School staff with a signed ten (10) month contract do not follow this Vacation Leave Policy No. 0701.
- 02 Full-time employees shall accumulate vacation credits from the date of employment, whether on probation or not, however no employee shall be entitled to utilize any vacation leave until after the completion of six (6) months of employment.
- 03 Full-time employees shall accumulate vacation credits at the following rates:
  - a) less than five (5) years of service, the employee will earn fifteen (15) work days/year vacation time and 6% of wages.



- b) five (5) years to fourteen (14) years of service the employee will earn twenty (20) work days/year vacation time and 8% of wages.
  - c) fifteen (15) years of service and over, the employee will earn twenty-five (25) work days/year vacation time and 10 % of wages).
  - d) one (1) week per year must be used during the Christmas break.
- 04 An employee shall be entitled to earn vacation credits for any month or part thereof in which the employee is at work or on an Anicinabe Nation of Kakinwawigak paid leave of absence.
- 05 Where an employee becomes eligible for increased vacation under section 02 above, the employee shall be credited in accordance with the established reference year, which shall be from April 1<sup>st</sup> to March 31<sup>st</sup> regardless of the employee's start date.
- 06 Vacation pay shall be included in the full-time employee's annual salary and issued as a regular rate of pay that would normally be earned on such a day.
- 07 Prior to May 1<sup>st</sup> of each year, eligible employees shall receive an "Annual Vacation Request" Form 0701/AVR/00 that needs to be completed and submitted to their Supervisor by May 15<sup>th</sup>. Employees are asked to submit a schedule of their upcoming annual vacation weeks. The primary purpose of this procedure is to more accurately plan upcoming programming and/or events.
- 08 Vacation requests not scheduled as per section 06, or requests to re-schedule a date in the aforementioned completed "Annual Vacation Request" Form 0701/AVR/00, shall be submitted in writing to the immediate Supervisor with ten (10) working days' notice.
- 09 Anicinabe Nation of Kakinwawigak shall make every effort to accommodate the wishes of the employee in respect to vacation scheduling requests. Scheduling shall be done on a unit by unit basis taking into consideration the continued operation of their department.
- 10 In cases of conflicting vacation requests, approval shall be based on service.
- 11 Vacation leave shall be taken during the year the employee is eligible and will not be carried over into another year.
- 12 Where an employee leaves their employment prior to completion of twelve (12) months service, he shall be entitled to vacation pay at the rate of six (6) per cent of salary paid during his period of employment, less applicable deductions.
- 13 Permanent full-time employees who have been with Anicinabe Nation of Kakinwawigak for one (1) year or more shall be paid for any earned and unused vacation standing to his credit at the date he/she ceases to be an employee and for



the minimum notice period, where applicable, and only as required by the *Canada Labour Code*, as amended from time to time.

- 14 Part-time, temporary, and casual employees shall receive four (4) percent of their gross regular pay as vacation pay which shall be paid with each regular pay. Increases in vacation entitlement shall be in accordance with the *Canada Labour Code*, as amended from time to time.
- 15 Part-time, temporary, and casual employees shall be entitled to vacation leave without pay as set out in section 02 above as the vacation pay will be included in their wages.
- 16 The employer shall determine the period when an employee may take the vacation to which he/she is entitled under the *Canada Labour Code*, as amended from time to time, but in any case the employee shall be given his/her vacation no later than ten (10) months after the end of the twelve-month period for which the vacation was earned.
- 17 Employees who schedule vacation time on a week where a statutory holiday falls must take five (5) consecutive vacation days immediately preceding the holiday or immediately following holiday.
- 18 The reference year shall be from April 1<sup>st</sup> to March 31<sup>st</sup>. April 1<sup>st</sup> is the time that all employee leaves will be replenished and annually thereafter. The replenishment shall occur regardless of when the employee begins his employment.

## **02 SICK/PERSONAL LEAVE**

- 01 Sick/Personal Leave means the period of time when an employee is granted a leave of absence from scheduled working hours due to medical appointments and illness, or medical appointments and illness of an immediate family member, or accident rendering him/her unable to perform his/her regular duties as an employee. Employees are also able to use their sick/personal days to attend to personal business matters such as banking, automobile maintenance etc.
- 02 There shall be Sick/Personal Leave credits reserved for each Anicinabe Nation of Kakinwawigak employee and shall be strictly administered in accordance with this policy, with the exception of contracted staff at Amo Ososwan School.
  - a) Contract employees at Amo Ososwan School are provided with twelve and one-half (12 ½) days of sick leave, per school calendar year, three (3) of which may be taken as personal leave.
  - b) Anicinabe Nation of Kakinwawigak employees are issued twelve (12) days of Sick/Personal Leave per reference year.



- c) Sick/Personal Leave credits for Anicinabe Nation of Kakinwawigak employees shall be replenished annually at the beginning of every reference year.
- 03 Should an employee begin employment in the middle of the reference year, Sick/Personal leave credits will be prorated and shall be replenished on April 1st.
- 04 An employee must be employed for a period of twenty (20) working days before he/she is eligible to use their Sick/Personal Leave Credits regardless of their start date. Sick/Personal Leave is prorated for part-time and temporary employees.
- 05 Should an employee deplete all of their Sick/Personal Leave Credits prior to the beginning of the next reference year, the employee shall not be granted permission to use unearned credits from the upcoming reference year.
- 06 An employee eligible for Sick/Personal Leave under paragraph 01, shall not lose his regular straight time earnings from his regularly scheduled hours but shall draw from the Sick/Personal Leave Credits reserved to the extent of his credits in the bank up to and including five (5) days. After five (5) days, the employee is eligible for employment insurance and may be eligible for Short-Term Disability benefits under Anicinabe Nation of Kakinwawigak's policy.
- 07 Any illness or disability of five (5) or more consecutive working days, or whenever Anicinabe Nation of Kakinwawigak has reason to question the validity of the need for leave due to personal illness, must be validated by a certificate from a qualified health care professional substantiating the illness. Also, when requested, employees must provide a certificate from their treating physician/qualified health care professional indicating fitness to return to work. Employees who are off work for an extended period or do not attend work regularly, may be required to provide a completed medical questionnaire from their treating physician or other qualified health care professional.
- 08 An employee who is unable to report to work due to illness or disability shall ensure that the immediate Supervisor is notified one (1) hour prior to the time that he/she was due to report to work. Failure to do so will result in absence without pay unless there are mitigating circumstances which, in the opinion of the employer, justify the failure to notify.
- 09 Employees are not entitled to be paid for any unused Sick/Personal Leave Credits upon dismissal, resignation or termination of employment for any reason whatsoever.
- 10 If a full-time employee receives in-patient treatment from a hospital during the period of his vacation, he may use Sick/Personal Leave Credits for the period of such hospitalization and convalescence required as a result of such treatment and as recommended by the employee's attending physician. The employer may require



proof of such hospitalization and recommended convalescence. Any rescheduling of vacation must be mutually agreed to between the employee and his/her immediate Supervisor. This policy applies specifically to hospitalization only.

- 11 All of the above sick leave provisions shall apply to part-time and temporary employees except that part-time employees, shall receive Sick/Personal Leave Credits on a prorated basis according to their hours worked, (i.e. six (6) days rather than twelve (12) days).
- 12 In the case of temporary employees, the Sick/Personal Leave Credits will be prorated based on the term of the contract and the regular hours worked.
- 13 Casual employees are not eligible for Sick/Personal Leave Credits, except as required by the *Canada Labour Code*, as amended from time to time.
- 14 The reference year shall be from April 1<sup>st</sup> to March 31<sup>st</sup>. April 1<sup>st</sup> is the time that all employee leaves will be replenished and annually thereafter. The replenishment shall occur regardless of when the employee begins his employment.

### **03 MATERNITY/PARENTAL/PATERNITY LEAVE**

- 01 This section of the manual contains limited information due to the complex stipulations of *Canada Labour Code*; thus, any stipulations mentioned herein pertaining to maternity and parental leaves shall be granted in compliance with the *Canada Labour Code* as amended from time to time.
- 02 Absence during maternity or parental leave shall not be considered as continuous service for the purpose of determining whether an employee has successfully completed her probationary period but shall be considered as continuous service for the entitlement to the accumulation of vacation credits.
- 03 During maternity or parental leave, full-time employees shall continue to participate in the group benefits and pension plans unless the employee elects, in writing, not to do so. The employee's share of these premiums, where applicable, shall be deducted from the last pay cheque prior to the commencement of the leave, or alternatively, may be remitted by the employee during the said leave, by way of post-dated cheques. Any cheques returned Not Sufficient Funds will result in the discontinuation of such benefits
- 04 The Anicinabe Nation of Kakinawigak benefit of Paternity Leave is a leave availed for expecting fathers. Paternity Leave with pay of two (2) full days shall be granted for the purpose of being present at his child's birth or for when the child returns home. Paternity leave must be taken within two (2) weeks following the birth of the child.



- 05 Paternity Leave is available for every childbirth. Paternity Leave is doubled for twins and so on.

#### **04 EDUCATIONAL LEAVE**

- 01 A leave of absence for the purpose of taking educational courses directly related to the employee's work and/or department may be granted at the discretion of the Executive Director. Such leave will be granted without pay. Educational Leave is available only to employees with three (3) or more years' continuous employment with Anicinabe Nation of Kakinwawigak.
- 02 Employees requesting Educational Leave must apply, in writing, to the Executive Director as far in advance as practicable, and in no circumstances, less than three (3) months prior to the commencement of the leave. All requests must include the starting and ending date of the leave, the details of the education, and a statement as to the applicability of the education to the employee's employment with Anicinabe Nation of Kakinwawigak.
- 03 Upon completion of the program of educational study, the employee shall promptly return to work. Since in many cases temporary workers are hired to replace an employee on Educational Leave, the employee may only return to work on the scheduled date of return. If their position has been eliminated, or otherwise changed such that it is no longer available, Anicinabe Nation of Kakinwawigak will use its best efforts to provide a comparable position.

#### **05 BEREAVEMENT LEAVE**

- 01 An employee, who notifies the employer as soon as possible following the death in the employee's immediate family, shall be granted up to five (5) consecutive working days off work, at the discretion of the employee, without loss of his regular pay from his regularly scheduled hours, including the day of the funeral, in order that the employee may make the arrangements for and/or attend the funeral of a member of his/her immediate family. Employees will be entitled to a further five (5) working days off, without pay, which may be taken up to six (6) weeks following the day of the funeral, burial, or memorial service for the immediate family member.
- 02 For the purpose of this policy, immediate family shall mean grandparent, parent, spouse, sibling, child, child's spouse, spouse's parent, spouse's sibling, sibling's spouse, foster child, or any other person who has been residing in the same household as the employee for a significant period of time, or in respect of whom the employee has been on leave in accordance with Compassionate Care Leave Policy No. 0709.
- 03 Two (2) consecutive calendar days off work, with pay which includes the day of the funeral, will be granted for the death of cousins, uncles, aunts, nieces, and nephews.



- 04 All other deaths not mentioned above will not be considered for paid leave.  
Employees shall use other means to accommodate his/her leave.

## **06 VOTING LEAVE**

- 01 Anicinabe Nation of Kakinwawigak recognizes that some employees may require time off should their polling station not be in the nearby area. Every employee who is qualified to vote while polls are open on polling day shall be entitled to time off to vote to ensure that they have:
- a) at a federal election, four (4) consecutive hours, when the polling stations are open and
  - b) at a provincial, municipal, or Anicinabe Nation of Kakinwawigak election, three (3) consecutive hours, when the polling stations are open
  - c) for the purpose of casting his/her vote. If regularly scheduled work hours do not allow for the four (4) or three (3) consecutive hours, Anicinabe Nation of Kakinwawigak shall allow such additional time for voting as may be necessary to provide those consecutive hours. Specifically, should polling stations close at 6:00 pm, which allows the employee only one and one half (1 ½ ) hours to vote; Anicinabe Nation of Kakinwawigak will provide the additional time required to meet the aforementioned time above to vote.
- 02 Anicinabe Nation of Kakinwawigak shall not make any deduction from the pay of any employee by reason of absence from his/her work during the consecutive hours that the employer grants under section 01 above.
- 03 The hours of voting referred to in section 01 shall be granted at the convenience of the employer.

## **07 MARRIAGE LEAVE**

- 01 One (1) day Marriage Leave with pay is a privilege granted to employees for the purpose of getting married.
- 02 An employee must be continuously employed by Anicinabe Nation of Kakinwawigak for a period of one (1) year to be eligible for marriage leave.
- 03 An employee must give to Anicinabe Nation of Kakinwawigak at least two (2) weeks' notice to qualify for the paid leave.



## 08 JURY AND WITNESS DUTY LEAVE

01 Where an employee is required to:

- a) be available for jury selection
- b) serve on a jury
- c) by subpoena or summons to attend as a witness in any proceeding held:
  - i in or under the authority of a court of justice;
  - ii before a court, judge, justice, magistrate, or coroner;
  - iii before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his/her position;
  - iv before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
  - v before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

02 And provided that the employee:

- a) notifies Anicinabe Nation of Kakinwawigak immediately upon the employee's notification that he/she will be required to attend; and
- b) presents proof of service requiring the employee's attendance; and
- c) deposits with Anicinabe Nation of Kakinwawigak the full amount of compensation received, including mileage, travelling, and meal allowances, and an official receipt where available.

03 Anicinabe Nation of Kakinwawigak shall grant the employee leave without loss of his/her regular pay or benefits for attendance during his/her regularly scheduled working hours. The employee is expected to provide any payment for attendance at court or otherwise for any reason leave with pay is provided to Anicinabe Nation of Kakinwawigak.

## 09 COMPASSIONATE CARE LEAVE

01 For purposes of this section, "immediate family" means a spouse/common-law spouse, child or step-child, parent or step-parent, grandparent, aunt, uncle, niece, nephew, brother/sister, grandchild, mother-in-law/father-in-law, brother-in-law/sister-in-law, daughter-in-law/ son-in-law or a person living in the same household or raised in the same household for over one (1) continuous year and considered to be part of the family.

02 Employees may be eligible to take unpaid leave to provide care and/or support to a family member. However, in order to qualify for benefits (*Employment and Social*





*Development Canada*), a qualified medical practitioner must issue a certificate stating that the family member has a critical medical condition (terminal) or is at a significant risk of death within twenty-six (26) weeks from:

- a) the first day of the week in which the certificate is issued; or
- b) if the leave commenced before the certificate was issued, the day the leave commenced.

- 03 If the family member deceases during Compassionate Care Leave, the leave automatically transfers to Bereavement Leave.
- 04 For a more accurate administration of the Companionate Care Leave Policy No. 0709, *Part III Section 206.3 of the Canada Labour Code* as amended, shall apply.

## **10 LEAVE WITHOUT PAY**

- 01 Employees may require time from work for personal needs for any reason. Subject to operational requirements and at Anicinabe Nation of Kakinwawigak's discretion, a full-time employee can request Leave Without Pay for personal needs once during the employee's total period of employment. Exceptional circumstances may be considered.
- 02 In order to be eligible for Leave Without Pay an employee must have worked with Anicinabe Nation of Kakinwawigak a minimum of five (5) consecutive years.
- 03 All vacation and overtime leave accumulated must be taken prior to short, medium, or long-term Leave Without Pay.
- 04 Leave Without Pay may not be used in combination with Maternity or Parental Leave or any other statutory leave under the *Canada Labour Code*, as amended from time to time.
- 05 All benefits will cease for employees who are granted an unpaid leave of absence, unless the employee remits payment in advance for both the Anicinabe Nation of Kakinwawigak and employee portion of the benefit. Continuation of any benefits is subject to the terms and conditions of the applicable group insured and pension plan(s). A missed payment or return of a post-dated cheque Not Sufficient Funds shall result in cancellation of benefits.
- 06 Employees on authorized unpaid leave will retain their employment status. Employees will not accrue paid Vacation or Sick Leave and time will not be counted for salary increments during the interruption in pay.



- 07 An employee not returning to work after the maximum allowable days of the leave, will be considered to have abandoned his or her employment and employment shall terminate for cause.
- 08 Employees on authorized and applicable unpaid leave will be issued a *Record of Employment for Employment Insurance* purposes. Not all leaves qualify for *Employment Insurance*.
- 09 **Short-Term Leave:** If an employee requests Leave Without Pay, the Executive Director may authorize up to three (3) months of Leave Without Pay once per employee. No extension beyond three (3) months will be authorized.
- 10 **Medium-Term Leave:** The Executive Director's authorization will be required for leave beyond three (3) months and up to a maximum of six (6) months. No extension beyond six (6) months will be authorized.
- 11 **Long-Term Leave:** Any Leave Without Pay lasting longer than six (6) months shall be forwarded to Council for discussion.

## **11 LEAVE FOR TRADITIONAL ABORIGINAL PRACTICES**

01 The following is according to the *Canada Labour Code*, Section 206.8:

### **A. Leave — Five Days**

- 01 Every employee who is an Aboriginal person and who has completed three (3) consecutive months of continuous employment with an employer is entitled to and shall be granted a leave of absence (with pay) from employment of up to five (5) days in every calendar year, in order to enable the employee to engage in traditional Aboriginal practices, including:
- a) hunting;
  - b) fishing;
  - c) harvesting; and
  - d) any practice prescribed by regulation.

### **B. Division of Leave**

- 01 The leave of absence may be taken in one or more periods. The employer may require that each period of leave be not less than one (1) day's duration.

### **C. Documentation**

- 01 The employer may, in writing and no later than fifteen (15) days after an employee's return to work, request the employee to provide documentation that shows the



employee as an Aboriginal person. The employee shall provide that documentation only if it is reasonably practicable for him or her to obtain and provide it.

## **12 SPECIAL LEAVES FOR ACTIVITIES**

- 01 An employee must use their accumulated overtime hours first, before using personal leave to attend activities including, but not limited to hockey, broomball and baseball tournaments, First Nations Education Council (FNEC) Games as a chaperone or monitor. All overtime must have had prior approval and banked to be legitimate.

## **13 EXTREME WEATHER CONDITIONS**

- 01 Due to weather conditions being out of Anicinabe Nation of Kakinwawigak's control, the policies herein shall apply when extreme weather conditions occur to guide both Anicinabe Nation of Kakinwawigak and the employee towards the required measures to be taken.
- 02 Only the Executive Director shall have the authority to approve the closure of Anicinabe Nation of Kakinwawigak public buildings.
- 03 When the Executive Director closes all public buildings after the start of the work day, only employees present at work on the day of the closure shall be paid. Employees absent on that day will be permitted to use their personal/sick leave and/or accumulated overtime, if eligible.
- 04 When the Executive Director closes all public buildings prior to the start of the work day, all employees shall be paid for the day of the closure.
- 05 When the Executive Director closes all public building while an employee is on annual vacation, the employee's vacation shall not be extended as an agreement has already been confirmed for the length of the vacation.
- 06 When the Executive Director closes the school for reasons of student safety, but all other buildings remain open, all school employees shall remain at work to accommodate working parents who wish to and can send their children to school. The onus is on the employee to determine his personal safety. Should the employee decide not to report to work, he/she is to use a personal leave and/or accumulated overtime, if eligible.
- 07 When the Executive closes all public buildings and some employees are required to perform their essential duties, (example: snow removal, emergency repairs etc.), Anicinabe Nation of Kakinwawigak will grant time off to the employee for having to work on that day.



## **14 POWER AND WATER ISSUES**

### **A. Power Outages**

- 01 Power outages occur from time to time. After thirty minutes or more without electricity, the Executive Director may close all public buildings, except buildings equipped with generators.
- 02 When a power outage occurs in the morning, employees must be available to return to work in the afternoon in the event electricity returns.

### **B. Water Stoppages**

- 01 Water stoppages occur from time to time. After thirty (30) minutes or more without water, the Executive Director must close all buildings for sanitary reasons.
- 02 When a water stoppage occurs in the morning, employees must be available to return to work in the afternoon in the event the water system returns.
- 03 For both power outages and water stoppages, if an employee is on a leave of absence, or not at work for any reason, and some or all buildings are closed, the employee shall not be entitled to pay for the period that the building is closed.

## **08 APPENDIX**

- 01 Forms are managerial tools designed to improve Anicinabe Nation of Kakinwawigak's tracking systems. In the event of disagreement, these forms can be referred to, to reach a settlement. Management has the sole discretion to create and/or revise forms as required; therefore, some forms may be excluded from this section.
- 02 All Anicinabe Nation of Kakinwawigak forms shall be coded at the bottom left as follows: Form (Policy number of which the form applies)/(Initials of the Form's Title)/(two (2) last digits of the year it was created/revised).
- 03 All forms shall be approved by the Executive Director prior to its implementation.



# APPENDIX FORMS





## ACKNOWLEDGEMENT OF EMPLOYMENT OFFER

**(DATE)**

**(ADDRESS)**

Winneway, Quebec  
J0Z 2J0

RE: Employment Opportunity - **(JOB TITLE)**

Dear **(NAME)**:

Further to the employment position of the **(JOB TITLE)** for the Long Point First Nation, I am pleased to make you an offer of **(AMOUNT)** as an annual salary, for an hourly rate of **(AMOUNT)**.

As specified in the Human Resources Policy, your regular work hours are 35 hours per week. This is effective as of **(DATE)** and a probationary period of 6 months is also applicable.

The **(JOB TITLE)** of our organization is under the **(DEPARTMENT)**. Your immediate supervisor is **(NAME)**, **(JOB TITLE)**. You will report directly to **(NAME)** and he/she will give you more detailed information on your work conditions. If you accept this offer and the terms and conditions specified above, please sign this letter, and return it to me by **(DATE)**. A job description, work code of ethics, Anicinabe Nation of Kakinwawigak Code of Conduct Declaration and Anicinabe Nation of Kakinwawigak Conflict of Interest Disclosure Form will be signed on your first day of employment.

Long Point welcomes you to our organization and thanks you for accepting our offer of employment. We look forward to working closely with you.

Kitci meegwetc,

**(NAME)**

**(EXECUTIVE DIRECTOR)**

- ☐ I accept the present offer and the terms and conditions specified above.
- ☐ I do not accept the present offer and the terms and conditions specified above.

\_\_\_\_\_  
**(NAME)**

\_\_\_\_\_  
Date

*Acknowledgement of Employment Offer – 0211/AEO/00*

P.O. Box 1 • 112 Kakinwawigak Mikana • Winneway (Quebec) J0Z 2J0  
Tél.: 819 722-2441- Fax: 819 722-2579



112 KAKINWAWIGAK,  
WINNEWAY, QUEBEC, J0Z 2J0

## ANNUAL VACATION REQUEST

<b>Employee Name:</b>		<b>Years Employed:</b>	
<b>Title:</b>		<b>Days Earned:</b>	

<b>2025</b>	<b>PLEASE INDICATE YOUR INTENDED WEEKS FOR VACATION</b> <small>*NOTE: ALL VACATIONS MUST BE TAKEN BEFORE THE END OF THE FISCAL YEAR.</small>	<b>Total Number of Days</b>
<b>Choice No. 1</b>		
<b>WEEK 1</b>		
<b>WEEK 2</b>		
<b>WEEK 3</b>		
<b>WEEK 4</b>		
<b>Choice No. 2</b>		
<b>WEEK 1</b>		
<b>WEEK 2</b>		
<b>WEEK 3</b>		
<b>WEEK 4</b>		



112 KAKINWAWIGAK,  
WINNEWAY, QUEBEC, JOZ 2J0

## APPLICATION FOR LEAVE

Employee Name: \_\_\_\_\_

LEAVE	FROM		TO		# OF HRS	# OF DAYS	WITH PAY	WITHOUT PAY
	TIME	MM-DD-YYYY	TIME	MM-DD-YYYY				
VACATION								
PERSONAL								
BEREAVEMENT								
MATERNITY								
ADOPTION								
MARRIAGE								
OVERTIME								
SICK								

Other, explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee

Date: \_\_\_\_\_

\_\_\_\_\_  
Recommended

Date: \_\_\_\_\_

\_\_\_\_\_  
Approved

Date: \_\_\_\_\_





112 KAKINWAWIGAK,  
WINNEWAY, QUEBEC, J0Z 2J0

## CODE OF CONDUCT DECLARATION

I hereby confirm that I have read and understood the Conduct and Conflict of Interest Expectations set out in Appendix A of the Anicinabe Nation of Kakinwawigak's Governance Policy – Avoiding and Mitigating Conflicts of Interest, and the Anicinabe Nation of Kakinwawigak's Financial Administration Law ("the Law") and agree to comply fully with them.

I agree that I will adhere to the following principles and responsibilities governing my professional and ethical conduct.

To the best of my knowledge and ability:

- I will comply with the Law, any other applicable Anicinabe Nation of Kakinwawigak law and any applicable standards
- I will act with integrity, honesty, neutrality, diligence, good faith and in the best interest of Anicinabe Nation of Kakinwawigak
- I will exercise the care, diligence, and skill that a reasonably prudent individual would exercise in comparable circumstances
- I will avoid any real, potential, or perceived conflicts of interests
- I will act with due care, competence, and diligence, without misrepresenting material facts or allowing my independent judgement to be subordinated
- I will respect the confidentiality of information acquired in the course of my work or service except when authorized to do so in the performance of my duties or am otherwise legally obligated to disclose
- I will ensure responsible use of and control over all Anicinabe Nation of Kakinwawigak assets and resources entrusted to me
- I will be accountable for adhering to this declaration

### Declaration of Understanding:

---

Council member, Committee member,  
Employee or Contractor name (print)

---

Council member, Committee member,  
Employee or Contractor name (signature)

---

Title

---

Date



112 KAKINWAWIGAK,  
WINNEWAY, QUEBEC J0Z 2J0

## CONSENT TO RELEASE PAYROLL INFORMATION

### A - Employee Release

I, \_\_\_\_\_ authorize the Anicinabe Nation of Kakinwawigak Finance Department to release information confirming my dates of employment, position and salary to:

Organization Name	
Contact Name	
Telephone Number	
Email Address	

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### B – Confirmation of Employment

I, \_\_\_\_\_ confirm that the following employee remains employed by Anicinabe Nation of Kakinwawigak.

Employee Name	
Date of Hire	
Position	
Salary (regular bi-weekly)	

Finance Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Issue Reporting and Resolution Form

**A – Chain of Communications:** The following is the normal Chain of Communication to resolve conflicts, concerns, complaints or issues. Please note that Chief and Council are mandated to deal with political issues, not operational matters, so are not included in this process. The Executive Director will report to the Chief and Council all formal investigations and their outcomes.

- a) Immediate Supervisor
- b) Department Director
- c) Executive Director
- d) Management Board

**B – Protection of Privacy:** The receiving party will read the information provided in this form. They may share the information in the form with the responding party and/or an investigator or conciliator, if necessary. Further, the names of the following will not be included in the report that the investigator will produce:

- a) Principal Party
- b) Responding Party
- c) Witnesses
- d) Others involved in the resolution process

**C - In the Case of an Emergency:** If you believe that you or someone else's life or physical safety is at risk, please initiate emergency procedures, contact your immediate Supervisor or call 9-1-1.

**D – Completing this form:** If you do not provide the name or identity of the principal party, or the name or identity of the principal party cannot be determined, the employer can take no further action. If you run out of room please attach an additional document indicating which section it pertains to.

### SECTION 1 – Parties Involved

(a) Reported By:

Today's Date	
First and Last Name	
Job Title	
Email Address	
Telephone Number	

(b) Reported To:

First and Last Name	
Job Title	
Email Address	
Telephone Number	



(c) Principal Party (if not Reporting Party):

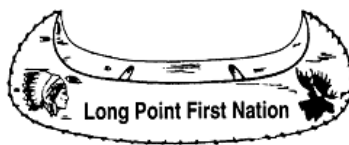
First and Last Name	
Date	
Job Title	
Email Address	
Telephone Number	

**SECTION 2 – Witness(es)**

First and Last Name	
Job Title	
Email Address	
Telephone Number	

**SECTION 3 – Occurrence**

Date of Occurrence	
Time of Occurrence	
Location of Occurrence	
Details of Occurrence	



#### SECTION 4 – Investigator(s)

First and Last Name	
Date	
Job Title	
Email Address	
Telephone Number	

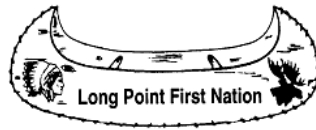
#### SECTION 5 – Recommendation(s) and Action(s) Taken

Recommendation(s)	Action Taken	Date

#### SECTION 6 – Signature(s)

By signing this form, I acknowledge that the occurrence(s) outlined in Section 3 is resolved. This record of occurrence will be retained for a period of not less than seven (7) years.

Name (Please Print)	Job Title	Signature	Date
	Principal Party		
	Investigator		
	Employer Representative		



## OATH OF CONFIDENTIALITY

Subject to any individual contract of employment, committee Terms of Reference, or general agreement, the following Oath of Confidentiality binds all employees, committee members, volunteers, students and contractors and is a mandatory requirement upon acceptance of a position with the Anicinabe Nation of Kakinwawigak.

In my position with Anicinabe Nation of Kakinwawigak, I agree to abide by the following terms and conditions:

Any information involving employees of the Anicinabe Nation of Kakinwawigak or community members or matters of a sensitive, financial, legal or confidential nature, discussed within the course of my employment and/or at meetings is considered to be confidential information.

Information includes all types of information received in various media, including but not limited to, notes, verbal, email, documents, or other technological means and regardless of whether or not it is specifically marked or indicated as confidential.

Sensitive, financial, legal and/or confidential information is the property of the Anicinabe Nation of Kakinwawigak and must at all times be treated accordingly. This includes, but is not restricted to, tender documents, Social Assistance Records, employee performance appraisals, personnel files, client files, and any legal matters that the Anicinabe Nation of Kakinwawigak may be involved in.

Employees, Committee members, volunteers, students and contractors must maintain strict confidentiality regarding sensitive, financial, legal and/or confidential information, both during their involvement with the Anicinabe Nation of Kakinwawigak and at all times thereafter (see Work Code of Ethics).

Persons subject to this Oath are also restricted, both during and after employment, from using sensitive, financial, legal and/or confidential information for personal profit or for the profit of a third party.

It is essential that sensitive, financial, legal and/or confidential information not be discussed, even on a casual basis with those outside the workplace/organization/department or field. This includes spouses, other relatives, friends and acquaintances within or outside the community. Discussions within the Anicinabe Nation of Kakinwawigak offices should be conducted only on a "need to know" basis, and only through proper channels within the context of employment.

Business and confidential information as defined above must not be discussed with, nor divulged to, anyone other than those required to know as outlined above and within the parameters of this document. Any breach of confidentiality may result in a request for resignation or disciplinary action as deemed appropriate, including dismissal for cause.

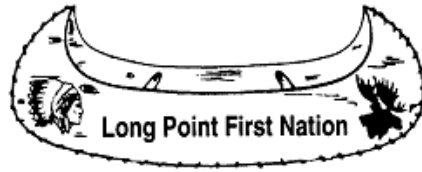
I fully understand and agree to the terms and conditions outlined above.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Supervisor or Authorized Signature



112 KAKINWAWIGAK,  
WINNEWAY, QUEBEC, J0Z 2J0

## OVERTIME AUTHORIZATION

Name of Employee: \_\_\_\_\_

Name of Supervisor: \_\_\_\_\_

## REQUEST FOR OVERTIME

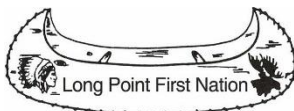
Date(s)	Number of Hours	Reason

Recommended : \_\_\_\_\_

Date: \_\_\_\_\_

Approved: \_\_\_\_\_

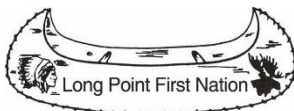
Date: \_\_\_\_\_



## PERFORMANCE APPRAISAL FORM 2024-2025

1. EMPLOYEE INFORMATION			
EMPLOYEE NAME		JOB TITLE	
SUPERVISOR/REVIEWER		REVIEW PERIOD FROM :       /       /       TO       /       /	
2. RATING SCALE			
EXCEEDS EXPECTATIONS	MEETS EXPECTATIONS	NEEDS IMPROVEMENT	UNACCEPTABLE
Employee consistently performs at a high level that exceeds expectations.	Employee satisfies all essential job requirements; may exceed expectations periodically; demonstrates likelihood of eventually exceeding expectations.	Employee consistently performs below required standards/expectations for the position; training or other action is necessary to correct performance.	Employee is unable or unwilling to perform required duties according to company standards; immediate improvement must be demonstrated.
3. CORE VALUES AND OBJECTIVES			
PERFORMANCE CATEGORY	RATING	COMMENTS AND EXAMPLES (to support the rating)	
<b>ACTS CONSISTENTLY WITH THE 7 GRANDFATHER TEACHINGS</b> <b>(Love, Respect, Bravery, Truth, Honesty, Humility &amp; Wisdom) :</b> In every aspect of the work, whether it is quality of work, communication skills, cooperation, and teamwork, etc., actions and decisions are oriented by considering these different values.	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Meets expectations <input type="checkbox"/> Need improvement <input type="checkbox"/> Unacceptable	<i>Considers the effects of its acts and decisions on the next generations, on the community, is of good moral character, acts with honesty, integrity, consistency, fairness, is transparent. Give examples of real situations in which the employee has demonstrated these values or should have and what could have been done instead.</i>	
<b>QUALITY OF WORK :</b> Work is completed accurately (few or no errors), efficiently and within deadlines with minimal supervision.	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Meets expectations <input type="checkbox"/> Need improvement <input type="checkbox"/> Unacceptable	<i>You don't have to report deadlines for any projects or you are advised in a timely manner if an extension is needed, and there are legitimate motives. You can name a few projects in which the employee has shown great quality to let them know what your expectations are for the future.</i>	





## PERFORMANCE APPRAISAL FORM 2024-2025

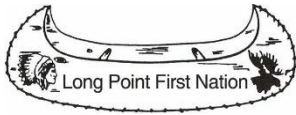
### 3. CORE VALUES AND OBJECTIVES (continued)

<b>ATTENDANCE &amp; PUNCTUALITY:</b> Reports for work on time, provides advance notice of need for absence.	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Meets expectations <input type="checkbox"/> Need improvement <input type="checkbox"/> Unacceptable	
<b>RELIABILITY/DEPENDABILITY:</b> Consistently performs at a high level; manages time and workload effectively to meet responsibilities.	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Meets expectations <input type="checkbox"/> Need improvement <input type="checkbox"/> Unacceptable	<i>Is honest with themselves about the realistic amount of work they can accomplish and is humble enough to express it, sets its own deadlines, is trustworthy when committing to something.</i>
<b>COMMUNICATION SKILLS:</b> Written and oral communications are clear, organized and effective; listens and comprehends well.	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Meets expectations <input type="checkbox"/> Need improvement <input type="checkbox"/> Unacceptable	<i>Highly linked to the 7 teachings. For example, you could indicate situations where the employee has shown love, respect, bravery, truth, and honesty by being able to address some feedback or issues rapidly and with success, or, on the contrary, situation where they should have communicated better.</i>
<b>JUDGEMENT &amp; DECISION-MAKING:</b> Makes thoughtful, well-reasoned decisions; exercises good judgment, resourcefulness, and creativity in problem-solving.	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Meets expectations <input type="checkbox"/> Need improvement <input type="checkbox"/> Unacceptable	<i>Related to Wisdom. How could the employee improve in this area or how are they showing exceptional judgement in real life situations?</i>
<b>COOPERATION &amp; TEAMWORK:</b> Respectful of colleagues when working with others and makes valuable contributions to help the group achieve its goals.	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Meets expectations <input type="checkbox"/> Need improvement <input type="checkbox"/> Unacceptable	<i>Is the employee participative in meetings, is their camera on when working remote, are they interested and curious about the topics that are discussed, etc.?</i>



## PERFORMANCE APPRAISAL FORM 2024-2025

4. JOB-SPECIFIC PERFORMANCE CRITERIA		
PERFORMANCE CATEGORY	RATING	COMMENTS AND EXAMPLES
<b>KNOWLEDGE OF POSITION:</b> Possesses required skills, knowledge, and abilities to competently perform the job.	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Meets expectations <input type="checkbox"/> Need improvement <input type="checkbox"/> Unacceptable	<i>Demonstrates competencies to share the goals of the department to the team and encourage their commitment to achieve these goals in a way that is cohesive with the 7 grandfather teachings.</i>
<b>TRAINING AND DEVELOPMENT:</b> Continually seeks ways to strengthen performance and regularly monitors new developments in field of work.	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Meets expectations <input type="checkbox"/> Need improvement <input type="checkbox"/> Unacceptable	
5. OVERALL RATING (SEE SECTION 2 IF NEEDED)		
Comment on the employee's overall performance. <i>Refer to last year's objectives, if any, and discuss what has been achieved and what still could use some work and why.</i>		



## PERFORMANCE APPRAISAL FORM 2024-2025

### 6. EMPLOYEE COMMENTS

*What have you accomplished that you are proud of in the last year? What would you like to develop in the future? What do you need to be able to get there?*



## PERFORMANCE APPRAISAL FORM 2024-2025

### 7. PERFORMANCE GOALS

Set objectives and outline steps to improve in problem areas or further employee development. This part must be completed with the employee to enable them to take ownership of their own action plan.

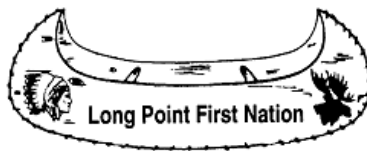
Objectives	Actions/steps	Success and monitoring indicators

### 8. ACKNOWLEDGEMENT

I acknowledge that I have had the opportunity to discuss this performance evaluation with my manager/supervisor and I have received a copy of this evaluations.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewer Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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## REQUEST FOR TRAINING AND DEVELOPMENT FORM

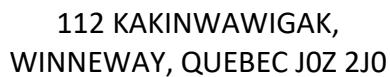
<b>Employee Name:</b>	<b>Job Title:</b>
<b>Department:</b>	<b>Immediate Supervisor:</b>
<b>Title of Training/Development:</b>	<b>Supplier and Location:</b>
<b>Course/Program Cost:</b>	<b>Training/Development Date(s):</b>

Please provide an overview of the training/development:

<b>Please indicate the desired outcome:</b>	<b>Certificate</b>	<b>Diploma</b>	<b>Degree</b>	<b>Professional Designation</b>	<b>Other</b>
---	--------------------	----------------	---------------	---------------------------------	--------------

	<b>Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>	<b>Accommodations</b>	<b>Travel</b>
<b>Budget:</b>					

<b>Employee Signature:</b>	<b>Date:</b>
----------------------------	--------------



<b>Employee Name:</b>	<b>Employee Email or Telephone Number:</b>
<b>Supervisor Name:</b>	<b>Vehicle Number, Make or Model:</b>

\_\_\_\_\_

Has the supervisor/manager been made aware of the maintenance or repair need?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is the repair request <b>URGENT</b> ?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is the maintenance or repair request due to an accident?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

<b>Employee Signature:</b>	<b>Report Date:</b>
----------------------------	---------------------



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## TELEWORK FROM HOME AGREEMENT

Employee Name:	
Agreed Telework from Home Hours/Days:	
Commencement Date:	
End Date:	
Employee Signature:	
Supervisor Name:	
Supervisor Signature:	
Date:	

### Software/Hardware, Tools and/or Equipment

The following list describes software, hardware, tools and equipment that the employee is in possession of at their remote location and which is the property of, and must be returned to Anicinabe Nation of Kakinwawigak upon termination of the Telework From Home Agreement.

Item	Description (Model #, colour, etc.)	Employee Signature

### Employee Acknowledgement

I have read Telework From Home Policy 0605 in the Anicinabe Nation of Kakinwawigak Human Resources Policy and Procedures Manual. I understand its contents, agree to abide by it and acknowledge that the Policy forms part of my contract of employment. I also agree to seek clarification from my manager regarding any aspect of the Policy on which I am unclear.

I commit to keep track of my daily time worked and the work performed, on Telework Time Tracking Form 0605/TTT/25.

Employee Name:	
Employee Signature:	
Date:	

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## TELEWORK TIME TRACKING

Employee Name:	
Work Week: (MM-DD-YYYY to MM-DD-YYYY)	

[illegible]

Total Hours Worked:	
Date:	
Employee Signature:	



## **SUPPORTING DOCUMENTS**



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## **PERFORMANCE APPRAISAL PROCESS FOR STAFF**

### **"THINGS YOU SHOULD KNOW"**

#### **A. INTRODUCTION**

As an employee of Anicinabe Nation of Kakinwawigak you are required to have your job performance appraised at least once every twelve (12) month period. As a participant in this process there are a number of things you should know about performance appraisal. This information will attempt to answer any questions you may have concerning the performance appraisal process.

Council is responsible for evaluating the performance of the Executive Director since the ED reports to Council. Council is also responsible for establishing and implementing a plan for any training employees required to meet the FN's future needs and requirements after taking into account succession of any anticipated changes in the FN's activities.

It should be kept in mind that performance appraisal is not a disciplinary tool. It is used to encourage open communication between you and your manager, and to let you know what is expected of you in your job, and how well you are performing in relation to these expectations.

This process is in accordance with the Policy and Guidelines on Performance Appraisal. A copy of this document is in the Human Resources Policy and Procedures.

#### **B. QUESTIONS ABOUT PERFORMANCE APPRAISAL**

##### **a) Why have Performance Appraisal?**

The performance appraisal process is designed to achieve a number of specific results which will be to your benefit. Job expectations will be clarified and you will be kept informed as to how you are performing on the job. Measurement of performance will be objectives and targets. If areas of weakness are identified, plans will be made to deal with them.

b) What are the steps in the Performance Appraisal process?

Your Immediate Supervisor and yourself will meet formally once every twelve (12) month period to discuss your performance.

Performance appraisal is an on-going process and should not be confined to this annual meeting. Informal meetings should be held throughout the year. At these meetings progress towards objectives, and any problems which have arisen, may be discussed.

c) What will happen at the formal appraisal meeting?

There are five main areas which will be covered during the formal meeting:

1. **Job Description** - In this section your present job description will be reviewed in order to determine if new or additional responsibilities have been added or old ones deleted.
2. **Objectives** - In this section your performance will be measured against any objectives and targets set at last year's meeting (if applicable). The Immediate Supervisor will also discuss with you possible objectives/targets for the coming year and those that are agreed upon will be recorded. These objectives should be specific and realistic – it should be within your power to attain them.
3. **Skills/Factors** - The Immediate Supervisor will appraise your performance in a number of skills/factors areas relevant to your job, for example time management, use of judgement, and job knowledge.
4. **Areas of Responsibility** - In this section each area of responsibility as outlined in your job description will be reviewed and strengths, weaknesses and recommendations noted.
5. **Staff Development (Training)** - If you have participated in any staff development (training) over the previous year, the results of this training will be discussed. Staff development (training) plans may be made to correct any areas of weakness which have been identified during the appraisal meeting. These may be formal or on-the-job.

d) What are the employee's responsibilities in the performance appraisal process?

Because performance appraisal is a two-way process, both the Immediate Supervisor and employee have responsibilities. The employee's responsibilities are to:

- i be available for and take an active part in the annual performance appraisal meeting after receiving adequate notice from the Immediate Supervisor.
- ii participate in the setting of objectives and criteria to measure the achievement of these objectives.
- iii contribute to the setting of training plans and participate in any actions identified in this respect.
- iv participate in the on-going performance appraisal throughout the year.

**e) How can the employee prepare for appraisal meetings?**

It is advisable that you come to appraisal meetings prepared to discuss any areas of concern you may have. These could be written down beforehand to be sure that they are discussed during the meeting. It is also helpful to make note of any specific incident, relevant to your performance, which occurs during the appraisal period prior to the formal meeting. The Immediate Supervisor will give you an appraisal form and ask you to appraise your own performance prior to the formal meeting. This approach is conducive to open discussion between the Immediate Supervisor and yourself. Following are some questions you may consider in preparing for your performance appraisal meeting:

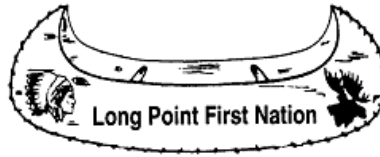
- i Are there things in your job which could be changed, thereby making it easier to meet your objectives?
- ii Are there other assignments you would like to undertake?
- iii Are you satisfied with your work? Is there any way you can improve your performance?

**f) Must the employee sign the appraisal form?**

You must sign the appraisal form to indicate that you have participated in the appraisal meeting. Signature confirms that an appraisal actually took place; it does not mean that the parties fully agree with the contents of the said appraisal, but rather indicates that the employee was provided with an opportunity to put their comments on the formal appraisal.

**g) How will the appraisal form be distributed?**

The Immediate Supervisor will have the original of the completed appraisal placed on your personnel file and will give a copy to you.



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## **SUPERVISOR GUIDELINES FOR PERFORMANCE APPRAISALS**

The performance appraisal, although often viewed with nervous apprehension by both participants, can, with a little preparation and planning, be a rewarding experience. The Immediate Supervisor will find it helpful to keep a record of specific occurrences concerning the employee's performance throughout the appraisal period. These specific examples may then be referred to during the appraisal meeting. Following are some other tips which may be useful to the Immediate Supervisor.

The Immediate Supervisor should arrange a suitable time for the meeting and inform the employee well in advance. The Immediate Supervisor should ensure that there will be no interruptions and should allow an adequate amount of time for the appraisal.

The Immediate Supervisor will request the employee to appraise his/her own performance before coming to the meeting, and ask the employee to jot down any issues he would like to discuss. The Immediate Supervisor should also review the employee's performance prior to the appraisal, making notes on any points which should be discussed.

At the Appraisal interview, the Immediate Supervisor should attempt to put the employee at ease by outlining the reasons for the meeting. The employee's personality may serve as a guide as to how the meeting should be conducted (level of formality, etc.).

If the employee has previously completed a self-appraisal, the Immediate Supervisor should read it and discuss it with him/her. The employee should be encouraged to express their views and, where possible, agreement should be reached between the employee and the Immediate Supervisor.

The Immediate Supervisor should acknowledge the employee's good job performance and concentrate on discussion of his/her strengths. This approach serves to motivate the employee's performance by encouraging him/her to build on these strengths. If weaknesses have been identified they should be discussed frankly and with reference to specific examples to ensure that the employee understands the reasons for the criticism. It may also be necessary to discuss possible staff training needs. It is important that any criticisms be of the employee's performance, and not of the employee.

If any areas of weakness have been identified during the appraisal, the actions necessary to correct these weaknesses should be discussed.

While the Immediate Supervisor should make the final decision as to the appropriate actions, it is important that the employee understands the reason for the actions and that he/she is willing to participate in them, if they are to be successful.

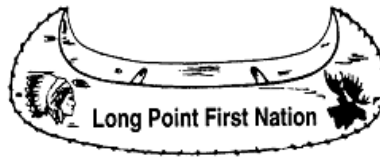
The staff training/development required may be formal or informal in nature. A course presented by an accredited learning institution would be considered formal, as opposed to development which occurs on an informal basis such as on-the-job training, in-house seminar, or coaching by the Immediate Supervisor.

The Immediate Supervisor should ascertain whether the employee has the ability prior to arranging any staff training or development. It is not expected that all employees will require staff training/development and it is the Immediate Supervisor's responsibility to decide if it is necessary.

The Immediate Supervisor and employee may record their comments giving any clarification or dissenting opinions on the conclusions reached during the performance appraisal interview.

The completed form should be signed by both the Immediate Supervisor and employee.

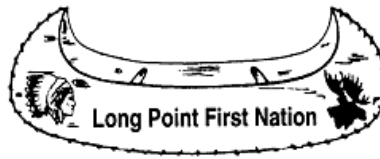
Employees who are not meeting performance expectations, may be placed on formal Performance Improvement Plan to monitor and assess performance.



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## **WORKPLACE ASSESSMENT AND IDENTIFIED RISK FACTORS**

To be added



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## **EMERGENCY PROCEDURES**

To be added