



# NAK'AZDLI BAND OFFICE

## POLICY & PROCEDURE MANUAL

2015

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## A. INTRODUCTION

This policy manual is designed to provide guidance to all Band Administration Employees, and Chief and Councillors on Administrative, Financial and Human Resource matters to ensure the effective and efficient operations of Nak'azdli Band. **Where a conflict exists between any policies contained within this document and the Canada Labour Code, the Labour Code will take precedence.**

Nak'azdli Band Chief and Council are elected officials, who represent the Nak'azdli First Nations Community, and are ultimately responsible to ensure the Band Office Administration, Management and Employees act in the best interests of the Nak'azdli Community, and do so in a financially responsible manner.

Band Council is presently made up of (8) elected officials and (1) elected Chief. Councillors and Chief will be elected to two or three-year terms, based on the number of votes they receive, resulting in staggered terms. This election process ensures a degree of continuity, experience, and expertise is maintained on Council, while providing an opportunity for new representatives.

After General Elections, the Chief, in consultation with elected Councillors, will assign at least one of the following portfolios to each Councillor.

### I. CORE PROGRAMS

Administration  
Housing, Capital, Lands and Taxation  
Social Services  
Education  
Health  
Economic Development (governed by Nak'azdli Development Corporation)

### II. NON-CORE PROGRAMS

NETS – reports to Band Manager, Education Committee and PGNAETA  
Natural Resources – funding from non-AANDC funds

### III. RESPONSIBILITIES OF PORTFOLIO COUNCILLORS

The Chief and Councillors may take on one or more Portfolio(s). Responsibilities of the Portfolio Councillors include, but are not limited to, the following:

- Recruit, as needed, to fill vacancies for their portfolio committee,
- Inform Committee Members as to their Portfolio responsibilities,

- Schedule and hold regular monthly meetings, schedule other meetings as required, and chair all meetings,
- Keep general Band Membership informed of Portfolio activities, and provide an annual report at the Annual General Assembly (AGA),
- Attend all Band Council Meetings and be prepared to report on the Portfolio activities,
- Attend all other meetings, conferences, and workshops as needed, or as directed by Chief and Council,
- The Portfolio Councillor will be physically present and co-presenting reports when their Department's Annual Report is being presented at the Annual General Assembly,

## **B. RESPONSIBILITIES OF CHIEF AND COUNCIL**

### **I. FISCAL RESPONSIBILITY**

The fiscal responsibilities of Chief and Council are to ensure financial and accounting policies and procedures are established and adhered to by the administrative staff and by the Council.

Chief and Council have a duty to make decisions that benefit or promote the Band's interests. Chief and Council must not act to gain financial benefit for themselves, their family, or their friends. Chief and Councillors shall make decisions that are fair and workable based on the situation and the policies and procedures.

Chief and Council must ensure that the financial and accounting policies and procedures comply with all regulatory agencies and contracts with which the Band is engaged. These regulatory guidelines may include: Canadian Institute of Chartered Accountants "Generally Acceptable Accounting Principles", Canadian First Nations Financial Agreement (CFNFA), and all other non-core program fund agreements.

#### **a. Loans and Advances**

Loans of public funds, as received under the Canadian First Nations Financial Agreement and all other Band revenues, must be approved by Chief and Council. All loans approved by motion of Chief and Council must meet the following conditions:

- The total aggregate of loans in a fiscal year shall be restricted to a maximum of 1% of the total amount of public funds transferred in that Fiscal Year. A 5% interest charge will be applied to all loans.

- Loans to elected officials shall not have the effect of enhancing their compensation or obtaining advance of such compensation. Any advances on honoraria must be repaid with the next receivable monies to that Council member as these monies are considered loans.
- Employees required to repay a loan will be required to make payments directly through payroll deductions.

Loans shall be made through a written agreement and must be signed by the recipient and the Chief and Council indicating the amount, the interest rate, the name of the recipient, the reason for the loan, the repayment schedule and the consent of the recipient to the disclosure of said information to any Community Member who requests it.

In the event of a crisis and at his discretion, the Chief has the authority to grant loans on behalf of Chief and Council, not to exceed \$1,000.00 (one thousand dollars). The Chief must make a reasonable effort to contact Band Council members for input and approval. Loans approved in this manner must be ratified at the next meeting of Chief and Band Council. Such loans must be secured with a written agreement to repay the loan within six months with a repayment schedule attached.

No individual may have more than one loan within a two-year time frame.

b. Advances on Wages

Employees may be granted advances up to 75% of wages owed for current pay period and up to the date of the request. These requests will only be granted in the event of an emergency and must be approved in writing by the employee's immediate supervisor and COO.

In the event that this presents a conflict of interest to the supervisor, or he/she is unavailable, the COO can grant these requests. Advances will only be approved for payment when the "Payroll Deduction Form" has been signed and handed in to the finance department.

All employees are encouraged to seek alternative sources (i.e. banks and personal loans) to meet unplanned financial shortfalls. "Financial need" in and of itself does not qualify as sufficient grounds for a salary advance. In other words, personal budgeting issues will not be considered for salary advances.

All advances will be deducted in full from the employee's next pay cheque. Advances are not intended to supplement the employee's income and will be limited to a maximum of twice yearly.



Employees must sign an authorization form allowing for the deduction from their cheque.

## **II. PETITIONS, DISPUTES AND APPEALS**

Chief and Council recognizes that from time to time disputes between their decisions and the wishes of Community members may arise. In order to settle these disputes in a fair and equitable manner, Chief and Council will establish and implement an impartial appeal process. This process will involve:

- The Community Member(s) informing the Chief and Council in writing of their desire to appeal a decision made by Chief and Council.
- Chief and Council will ensure that all parties to the dispute are heard, and all policies are reviewed.
- Chief and Council will make every effort to resolve the dispute and make their recommendation in writing to the parties involved within a time period not to exceed thirty days from receiving the written complaint.
- Chief and Council may rely on a mediator to take part in the dispute resolution.

Should a complaint be brought forward regarding an Employee, which may affect the Employee's employment status, the Chief and Band Council are obliged to instruct the COO to investigate and act on the matter.

Chief and Council will provide written response to all written complaints received from band members in order to ensure that a record of their decision exists. These responses will specifically quote policies that may have affected their decision-making process and/or provide information on how to appeal if necessary.

If the complaint is against a specific area of operations or employee, the Chief and Council will delegate the response to the management of the area in question and/or the COO.

## **III. DISCLOSURE**

Chief and Council recognizes that it has a responsibility to inform the Community members and other agencies of its operations. In order to ensure that information regarding Band operations reaches the Community members and other agencies, Chief and Council shall, upon written request and at no charge to the Community member(s), make available within thirty days of the request any of the following information:

- The Canadian First Nations Financial Agreement, and any other adjustments and/or amendments;

- The Operations Plan, and any adjustments and/or amendments;
- The Management Development Plan, and any adjustments and/or amendments;
- Semiannual Financial Reports containing budgets and actual year to date information;
- The Audited Financial Statements when they have been signed off by Council;
- The policies, guidelines, written service standards and eligibility criteria and any of the documents provided for in the Canadian First Nations Financial Agreement.
- Any agreement(s) made as a result of the delegation of any of all of the Councils obligations under the Canadian First Nations Financial Agreement, section 15.6.

**NOTE:** Members may view and examine Semi Annual Financial Reports and Annual Financial Statements at the Band Office but this information will not be released to the membership in printed or other formats (e.g. electronic files, etc.)

Chief and Band Council will provide annual reporting at the Annual General Meeting or the Annual General Assembly for Community discussion and input.

#### **IV. SIGNING AUTHORITY**

Chief and Council recognizes the fact that all funds sent to the band must be adequately protected from theft, fraud and/or loss. Therefore, Chief and Council will ensure that the following guidelines are adhered to:

- Purchase Order Authorization amounts for Administration Employees will be established and amended by Band Council Resolution.
- Spending authority and payment authority shall not be provided by the same person for a particular payment. This is to ensure that persons having payment authority are themselves subject to an independent audit of documents with respect to their own expenditures.

#### **V. COMMITTEES**

Committees will be formed to assist with the administration of each area of operations. The majority of these committees is open to the general public and encourages band member involvement. These committees are governed by their respective terms of reference as approved by Band Council.

Honoraria will only be paid to committee members when a band council resolution has been passed stating the rate. Honoraria will be paid based on full attendance at committee meetings. Less than full attendance will be prorated and only paid to those members who have substantially attended the entire meeting. Issuing of the honoraria cheques will be the responsibility of the Administrator of that department and not the Portfolio Councillor.

Employees wishing to sit on a committee that is not relevant to their area of operations must have the support of their administrator and the approval of Band Council.

Employees who sit on committees that are not relevant to their area of operations do so on their own time and will not be eligible to be paid wages. They are permitted to book time off, subject to operational requirements, to attend committee meetings and must ensure they book appropriate time off to attend the full meeting. This time off can be amended only if the meeting is cancelled, not if the meeting ends early. This time can be taken off as Leave Without Pay, Time in Lieu of Overtime, or Vacation Pay. Employees will however be entitled to any honoraria paid to committee members for their time.

In the event of a conflict of interest whereby two members of the same family cannot sit on a committee, the Band employee must defer his/her position on a committee to that of a family member wishing to sit on the same committee.

## **C. EMPLOYMENT**

### **I. ELIGIBILITY**

Nak'azdli Band Council Members are not eligible to hold a position as an employee of Nak'azdli Band Administration. If the payroll comes from the Nak'azdli Band Administration office, this person is considered a Band Employee.

#### a. Age

All persons hired by the Nak'azdli Band must be a minimum of 15 years of age prior to commencing employment and must have a valid Social Insurance Number.

#### b. Benefits

All employees who are classified as Administrative Management or Administrative Support with the exception of program/project employees where benefits are not included in the funding agreements, who hold a full-time or part-time position and work a minimum of 20 hours per week and are expected to be employed for a period of at least 12 months, will be eligible to be included in the Medical and Pension Benefits Plan that is in place at that time for the Nak'azdli Band Administration employees. Employees working within external funding arrangements are limited to receiving medical and dental benefits only; they can contribute to the pension plan if the funding agreement provides funds for the matching employer's contribution. This entitlement commences on the 91<sup>st</sup> day of

employment unless otherwise agreed upon by Band Council, and written into the letter of offer.

The Nak'azdli Band's obligations under these plans is limited to the payment of the Nak'azdli Band's share of the premiums.

**Note:** Where two employees are married or co-habiting in a relationship and are both employed by the Nak'azdli Band, the band will pay for full benefits of the person who was hired first and partial benefits for the person hired second.

*i. Seasonal Employee Benefits*

All employees who are permanent seasonal workers a minimum of six months per calendar year, will be entitled to have benefits during the time that they are employed. If they wish to keep the benefits beyond the end of each employment cycle, they will be responsible for 100% of benefit costs themselves and must pay these premiums one month in advance for each month covered.

*ii. Term Employee Benefits*

Employees will be enrolled in the benefit plan if they are hired for a term of at least one year and their program funding allows for it. Regular employees who switch to term positions and are currently in receipt of their benefits will not lose their benefits provided the funding for benefits has been received under the funding agreement which applies to their new position. These benefits will be limited to the medical and dental coverage. Pension benefits may also be available depending on the terms of the funding agreement.

**Note:** This Benefits Plan will not be available to any person(s) who are program employees where the funding is not available for benefits such as NETS, WOP, projects and some program positions where benefits are not allowed under a funding agreement.

## **II. NON-POLITICAL ASSOCIATION**

No employee shall be an elected member of a Band Council or an elected member of Carrier Sekani Tribal Council (CSTC).

**a. Band Elections**

Employees wishing to run for Chief or Band Councillor may apply for an unpaid leave of absence for up to three years in order to sit on the Band Council. Approval of this leave is at the discretion of the COO or Band Council.

If permission is given for an unpaid leave of absence, employees will leave their position effective September 1st of that year and cannot return to that position for a period of not less than two years and no more than three years.

If permission is not given for an unpaid leave of absence, employees who run and are elected to Council must resign from their position effective September 1st of that year.

**b. Carrier Sekani Tribal Council Elections**

Employees wishing to run for Tribal Chief or Vice-Tribal Chief at CSTC must resign from their position at Nak'azdli Band within one week of accepting the position of elected official.

### **III. DRESS CODE**

Clothes should be clean and neat in appearance. There should be no torn or ragged jeans or trousers worn to work unless employees work outside the administration offices and in an environment that warrants it. Skirts, Shorts and dresses should be no shorter than 2 inches above the knee. No midriff bearing t-shirts or low cuts shirts should be worn to work. Under garments should not be visible above the waist band of pants. Employee in violation of this dress code will be asked to go home and change on their own time.

Staff members required to work outside or travel between work locations need to ensure that they are adequately dressed for all weather conditions; this includes wearing gloves, hats and boots in the winter. Any employee not adequately dressed for the extreme temperatures will be asked to go home and change on his/her own time.

### **IV. COLD WEATHER POLICY**

In the event that the weather drops to below minus 30 Celsius staff required to work outside of the offices (i.e. homemakers, home support workers, carpenters) will find alternate duties to occupy them within the confines of the office. The offices will stay open in all weather conditions unless working conditions warrant closure.

### **V. EMPLOYMENT CATEGORIES FOR MANAGERS AND SUPERVISORS**

a. Administrator

- Reports to COO or in the case of COO, to Chief and Council.
- Accountable for multiple core mandated programs and services, budgets and staffing, program and service standards, develops and approves program policies and procedures for approval by Council.
- Manages program finances within approved budget, and develops annual budget.
- Signing authority will be determined from time to time by Band Council Resolution, and will be acknowledged in the administrator's job description and/or the letter of offer for employment.

- Directly manages and supervises staff, including: hiring, discipline, performance review and dismissal as required.

b. Program Manager/Supervisor

- Reports to Department Administrator
- May sit on the Management Committee or report from time to time.
- Accountable for single, or discretionary/project programs and services, recommends and administers policies and procedures.
- Administers funds within approved budget, input into program or project budgets.
- Signing authority will be determined from time to time by Band Council Resolution and will form part of the job description and/or the letter of offer for employment.
- Directs and supervises staff, including input into hiring and performance review.
- Supervises Contractor's work if under their department programs/services.

c. Program Coordinator/Foreman

- Reports to Administrator or Manager
- Accountable for project or contract services and supervising any staff assigned to them.
- Administers and tracks finances within Approved budget
- Signing authority will be determined from time to time by Band Council Resolution and will form part of the job description and/or the letter of offer for employment.

## **VI. EMPLOYMENT CATAGORIES-REGULAR EMPLOYEES**

a. Regular Employees or Permanent Employees

Regular or Permanent employees work under the direction of a Program Administrator, Manager, or Coordinator and have no supervisory responsibilities for other staff members. They have been hired on a permanent basis and are tied to one of the Band's core programs.

b. Full Time Employees

Employees who work a 35 – 40 hour work week and are employed 12 month of the year are considered full time employees.

c. Part Time Employees

Employees who work less than a 35-hour week 12 months of the year are considered part-time employees.

d. Casual Employees

Employees who work on-call, have no permanent or part-time job designation and work irregular hours as needed are considered casual employees. Casual employees are not entitled to benefits, except for holiday pay. They are not entitled to paid Statutory Holidays.

e. Term Employees

Employees hired with a specific predetermined start and end date and work either fulltime or part-time are considered term employees. Terms may vary from a few weeks to over a year. Terms may be extended at the discretion of the Program Administrator and such extensions must be determined in writing prior to the end of the existing term contract.

f. Contractual workers

Contractual workers are hired to fulfill a specific duty, have control over their hours and place of work, provide specific tools and equipment to fulfill their contractual obligation and have a risk of loss if not successful.

They are not considered to be employees and do not receive any benefits that are available to regular employees. These workers can be consultants, professionals or private citizens and have a contract that clearly outlines their responsibilities as well as the responsibilities of the band and have a start and end date, an expected outcome and a fee for service.

g. NETS Trainees

NETS funding cannot be used to sponsor trainees to fill an existing position. These workers will be paid on an hourly basis for time worked only and their wages will be partially or fully subsidized by the NETS program.

NETS trainees will be entitled to Bereavement pay as per the Labour Code but are not entitled to any other benefits such as sick leave, etc.

They will not work any overtime hours.

NETS Trainees will receive holiday pay of 4%, which will be accrued and paid out upon completion of their term. If the term is less than six months, vacation pay will be paid out on each pay.

Both the NETS Manager and the Administrator/Manager of the employee's operational area must approve all additional training, time and/or expenses including workshops.

#### h. Seasonal Full Time & Seasonal Casual

Seasonal Permanent employees are employees who are recalled to work every year for a predetermined position and may work either 40 hours per week or less, for periods that are less than 50 weeks a year.

Seasonal Casual employees are employees hired for jobs that are not considered permanent, and may or may not be available the following year.

Anyone who is considered to be a seasonal permanent employee will be eligible for benefits as laid out in the manual for regular employees with the exception of overtime entitlement, which will be determined in their job description. They must work more than 7 months per year and 21 hours per week consistently to be eligible to be on the Benefits Plan. Benefits paid during layoff periods are at the discretion of the administrator of that department, and are dependent on financial capability. These employees may be able to maintain their medical and dental benefits while off work but must pay 100% of these premiums, at least one month in advance.

Anyone considered to be a seasonal casual employee is not eligible for benefits or to be enrolled in the Benefits Plan.

A letter of employment stating your employment category and benefit entitlement must be signed prior to commencement of employment.

Seasonal employees considered to be permanent will be eligible for sick days, prorated on hours worked, as earned after thirty-one days of continuous employment.

### **VII. RECRUITMENT AND HIRING**

#### a. Preferential Hiring Policy

This policy does recognize that for certain positions and programs within our organization, aboriginal ancestry, language and common experience is beneficial and crucial to the success of the program deliverables.

Nak'azdli Band reserves the right to give preference to aboriginal applicants under section 42 (1) of the Human Rights Code. This will not, however, assure employment of the aboriginal applicant over other applicants if the person does not have the minimum skills as outlined in the position's job description.

For any position where preference will be applied, it will clearly state this on the advertisement to ensure that all applicants have been given fair notice prior to the interview process.

This policy does not and will not affect any employee past or future who is currently employed within the band regardless of race and will not be used to



discriminate against any employee in the area of promotions and advancements in the work place.

b. In-House Hiring

Depending on the situation and at the discretion of the COO or Human Resources Manager, job vacancies may be posted in-house at Nak'azdli Band Administration and all Nak'azdli Band offices for a period of 10 days, and Nak'azdli Band employees may be given consideration for employment should they meet the minimum job requirements. If this is done and no applicants are received in-house or applicants do not meet minimum requirements, the position will be posted publicly.

Employees who are considered to be permanent part-time will be given the opportunity to work any additional hours that come available in their specific area of employment provided they have the necessary skills and training. These hours must be pre-approved by their supervisor. The employee with the longest service record will be given the first choice for additional hours. If the additional hours will exceed regular fulltime hours, any excess hours will be offered to other employees in order of rank.

No employee will be penalized if they decline to accept extra hours that will significantly alter their employment status. However, if they do accept the hours it is with the understanding that they will continue until they are no longer needed or alternate arrangements can be made.

If the change is to become permanent the employee will be required to sign a new employment contract and their benefits, if any, will be adjusted accordingly.

Short term jobs of duration of less than 3 months may be selected from applications on file and may be hired without the job being advertised.

c. Selection Committee

A Selection Committee made up of the Administrator/Manager from the area of operation of the vacancy, the Portfolio Councillor, and another person or persons agreeable to them, will be involved in the Hiring Process. However if a conflict exists or one or more parties is not available, they will work together to determine the selection committee.

Equal opportunity will be given to all applicants, within the confines of the preferential hiring policy, regardless of age, gender, marital status, and sexual orientation, religious or political beliefs. Certain positions may require a criminal record check that may prevent an applicant from being considered for employment. Where no criminal check is required a person will not be restricted from employment.

Family members and relatives of current Employees may also apply for jobs with Nak'azdli Band. A fair and equitable process will ensure that only those who meet the job qualification requirements will get the job. A member of the immediate family cannot be a part of the Selection Committee or Selection Process. Any person who feels that they cannot make an unbiased decision or wishes to declare a conflict for personal reasons may excuse themselves from participating in the process.

Before a person is officially hired as a Nak'azdli Band Employee they must sign off an 'Oath of Confidentiality', 'Code of Ethics', 'Harassment Policy', 'Zero Tolerance Policy' and an 'Offer of Employment'. Employees who have failed to do this will be considered casuals until all of their paperwork has been completed.

#### d. Interoffice Transfers and Promotions

All employees transferring internally from one area of operation to another shall be required to comply with the following Policies:

- A new offer of employment stating the rate of pay, date of transfer and terms of employment shall be signed prior to the date of transfer.
- The employee may be required to serve a 90 day probationary period and acknowledge in writing that if the new position does not work out; they will be transferred back to their original job. This transfer can take place any time prior to the 90-day probationary period being completed if an employee's performance is unsatisfactory due to an inability to perform the necessary functions of the position and by no fault of their own in the new area of operations.
- If the employee is transferred back to their original job and the job has since been filled, the person hired to occupy the old position will be issued a layoff notice
- Promotions may be granted based on the employee's understanding, knowledge and experience in the area of operations where a vacancy exists or if the employee is being promoted to a new level of authority and responsibility.

All employees that are promoted within the company will be provided with a new job description and a new letter of offer outlining their new position and rate of pay as well as any changes to their benefits.

There will not be a probationary period for anyone being promoted unless it is clearly stated in the letter of offer.

#### e. Transferring Benefits

An employee who moves from one position to another position in the organization will be entitled to accrue holiday and discretionary benefits, as stated in their new position letter of offer, from their start date in the new position. Any accrued

payable benefits up to that date will be paid out according to their current rate up to the amount in the accrual bank; this includes holiday pay, discretionary leave and overtime. All personal leave will be deleted and will accrue from the start date in their new position.

For the purpose of determining holiday pay for persons moving up in the company their vacation entitlement will be determined as follows:

- The original anniversary date will stand to determine vacation entitlement.
- The employee will be entitled to take their specified number of days and be paid what is in their vacation bank.
- The date of the promotion will be used to determine vacation pay percentage rate.

#### f. Hiring Procedure

Job vacancies will be posted at Nak'azdli Band Administration and other Band offices /venues and sent to other agencies as needed.

All job postings will indicate Position Title, Brief Description of Duties, Minimum Qualifications Closing Date and contact information.

The Selection Committee will review the applications and determine those that meet the minimum requirements to be interviewed.

The Program Administrator or their designate will contact all Applicants as to the status of their application and arrange interviews with candidates short-listed.

The Selection Committee will interview incumbents and make a selection. The Administrator will check the successful candidate's references and make criminal record checks if necessary for the position.

Upon successful completion of this final screening, the Selection Committee will notify the COO and Human Resources Manager.

The Administrator will contact the successful candidate and arrange an initial orientation where the new Employee signs off Official Hiring documents. These documents will include the following:

- Oath of Confidentiality, Code of Ethics, Offer of Employment, Harassment Policy, Zero Tolerance Policy

Depending on the position, other documentation may also be required. When the successful candidate commences employment the Program Administrator/Manager will ensure that the following Orientation Procedure is completed.

g. Orientation

It is the responsibility of the Department Administrator to ensure the Employee is properly oriented to Nak'azdli Band operations and services, and how the Employee's 'fits' to overall Band operations.

h. Procedure

The Employee Orientation Checklist in Appendix Eight will be completed by those responsible for the new Employee's orientation, signed off when each item is completed, and the Checklist filed to the Employee's personnel file. A copy of the policy & procedures manual will be made available to the new employee.

**VIII. PROBATIONARY PERIOD**

All newly hired Employees within the Band Administration will be subject to a Probationary Period of 90 days, and will be evaluated through-out their Probationary Period to assess their suitability for their position.

A Probationary Employee can be dismissed at any time during their Probationary Period without notice.

Prior to the completion of an Employee's Probationary Period they will receive a written Performance Review indicating the future status of their employment

If the probationary employee has not been evaluated or notified of changes to their employment status prior to the end of the probation period, they are deemed to have successfully completed their probation.

a. Procedure

The Employee's Immediate Supervisor should meet with the Employee at least twice before the final written probationary evaluation and should consult with other workers as to the Employee's progress.

The Employee's Immediate Supervisor should have a formal interview with the Employee and complete the probationary period Performance Review form. This should be done and completed at least 1 week prior to the end of the Employee's probationary period.

The Employee's Immediate Supervisor will inform the COO as to the Employees status and provide a copy of the probationary Performance Review form for their personnel file.

The COO will ensure that Chief and Council are notified as to the Employee's status and will inform the Finance Department so that Employee's status may be adjusted for payroll and benefits as necessary.

Upon successful completion of an Employee's Probationary Period the Immediate Supervisor may make a recommendation to COO for a wage/salary increase if they feel it is warranted.

## **IX. HOURS OF WORK**

### **a. Regular Employees**

A regular work schedule will be 7 hours per day, from 8:00 AM to 4:00 PM, which includes one hour of unpaid time off for lunch from 12:00 (noon) to 1:00 PM unless other arrangements have been made in the letter of offer.

A regular workweek will be 5 days, Monday to Friday to a maximum of 35 hours a week for band administration staff. Work weeks may vary as specified in the "Offer of Employment".

Employees are entitled to at least a ten-minute break if the employee is scheduled to provide three hours or more of continuous work. Mid-morning and afternoon breaks must be arranged in cooperation with other Workers and the needs of Clients served.

After working seven hours in a day, Employees will be paid at a rate of time-and-a-half for all additional hours provided that they have earned or will earn 35 hours of work in that week. Some employees are required to 'flex' their hours to better serve their program requirements; this is outlined in the letter of employment. All overtime must be pre-approved by the employee's manager or supervisor except in the event of an emergency or unexpected urgency.

On a weekly basis, Employee's time will be banked at time and-a-half for work in excess of 35 hours unless otherwise stated in your letter of offer, or determined by the program funding.

All employees must be given at least twelve consecutive hours off after twelve continuous hours of work, and 32 continuous hours off from each work week.

The time off in lieu of overtime may be banked. Leave requests must be approved by the supervisor prior to this leave being taken. Overtime can be paid out on request. Part time employees who work less than a 35 hour week will be paid out all overtime as earned.

### **b. On-Call and Casual Employees**

On call casual employees are not guaranteed any consistent time, however a regular work day will be considered 7 hours of work from the start to the end. On-call staff will not earn or be entitled to any benefit that regular staff receive. On-call staff will not earn seniority or merit increases. Anyone who acts as on-call for multiple areas will receive whatever the agreed-upon rate is for the position they are filling. All vacation for on call positions will be paid out at a rate of 4% of the gross earnings.

A regular work week will not exceed 5 full days of work.

On-call employees who fail to be available to work when called three times in a row will be moved to the bottom of the call list. If this happens again they will be removed from the list all together. Records of Employment will be issued for any on-call staff that does not work during a period in excess of 30 days as per CRA regulations. A holiday bank will not be established for on-call casual staff. All Holiday pay will be paid out at the end of each bi-weekly pay period.

**Note:** The first 7 hours of each day are used to calculate total hours for weekly overtime (week is Sunday to Saturday). Hours worked over 7 hours a day will be calculated as daily overtime. The Employee will receive whatever compensation is greater.

## **X. PERSONNEL RECORDS**

### a. Purpose of Personnel Records

The purpose of personnel records is to maintain current employee data for business related purposes or where required by law. Personnel files will be maintained for all employees during their employment with Nak'azdli Band.

Information is maintained on employees in hard copy file format. Records will be maintained on former employees for a period of at least three (3) years (or 36 months) and no more than seven (7) years, after which they will be destroyed.

### b. Information Maintained on Employees:

Under the responsibility of the Band Administrator a primary hard copy file on each employee is maintained at Band Administration Office. The Health Centre maintains its own records. This primary file contains the employee personal information, employment contract or hiring letter and all matters dealing with the employee's benefits and compensation along with any human resource related documents and correspondence with the employee. Documents may include such items as the employee's professional development, performance evaluation, letters of reprimand and letters of recommendation.

### c. Access to the Employee File

Access to the employee file is limited and controlled by the Payroll Clerk (through the various responsible Administrative Departments) on a need to know basis and only authorized personnel, other than the employee, have access to the file.

All documents on the employee file may be reviewed by the employee upon request. This may be accommodated during working hours and in the presence of the Band Administrator (or his/her delegate).

d. Confidentiality of Employee Files

All information contained in an employee file is confidential. The right to individual privacy will be recognized and protected to the greatest extent possible.

e. Release of Information

Nak'azdli Band requires, except where required by law, the explicit written consent of the employee prior to releasing any information contained in an employee's personnel file to outside parties.

## **XI. CONFIDENTIALITY**

While working with the Nak'azdli Band Administration, employees will acquire information about plans, reports, proposals, contracts and other similar matters that are confidential to Nak'azdli Band and such information is the exclusive property of the Band.

Therefore, employees are required to maintain the confidentiality of the organization and must:

- adhere to the Nak'azdli Band Information Confidentiality and Access to Information Policies (forthcoming).
- exercise discretion in the disclosure of confidential information;
- not disclose any confidential information pertaining to Nak'azdli Band to any person, business or organization or use the confidential information for any purpose other than that required in fulfilling their duties
- not disclose directly or indirectly to any person, business or organization the private affairs of Nak'azdli Band, or any information concerning the Band which they may have acquired in the course of, or incidental to, fulfilling their duties, whether for their personal benefit or to the detriment or intended or probable detriment of Nak'azdli Band;
- not disclose the name or address of any client, employee, suppliers, or information received as part of their duties;
- not disclose any information concerning Nak'azdli Band which could adversely affect its image or reputation;
- not permit any person whatsoever to examine or make copies of any reports or Nak'azdli Band documents except as is necessary in carrying out their official duties;
- not place themselves in a position of obligation to persons who might benefit or appear to benefit from disclosure of confidential information;
- not benefit or appear to benefit from the use of information not generally available to the public and which was acquired during their official duties.

## **XII. CONFLICT OF INTEREST**

Conflict of interest arises when an employee's interests, whether personal, business or professional, conflicts with his/her obligations to Nak'azdli Band.

A conflict of interest may be apparent, perceived, potential or real and can arise in a personal or professional context and may be financial or otherwise. For example, conflicts of interest include the receipt of financial remuneration and the receipt of services or other benefits by an employee, his/her relatives or close friends, where the party providing the remuneration or benefits is or will be transacting business with the Band.

### a. Guidelines

Employees are to abide to the following guidelines:

- Employees of Nak'azdli Band shall not solicit or accept transfers of economic benefit, other than incidental gifts, customary hospitality, or other benefits of nominal value, unless the transfer is pursuant to an enforceable contract or property rights;
- Gifts, hospitality or other benefits that could influence employees of Nak'azdli Band in their judgment, and performance of official duties and responsibilities must be declined, whether offered directly or indirectly and where offered by persons, groups or organizations dealing with the Band;
- Acceptance of incidental gifts, hospitality or other benefits arising out of activities associated with the performance of any official duties and responsibilities is not prohibited if such gifts are a nominal expression of courtesy, are not such as to bring suspicion on the employee's objectivity and impartiality and do not compromise the integrity of Nak'azdli Band;
- Where it is not feasible to decline unauthorized gifts, hospitality or other benefits, the employee must immediately report the matter to their supervisor. The supervisor or the COO or Band Council may require that the gift be retained by Nak'azdli Band or be disposed of for charitable purposes.
- Employees shall not step out of their roles to assist entities or persons in their dealings with the Band where this would result in preferential treatment to any person;
- Preferential treatment in relation to any matter of the Band must not be accorded to family members or friends;
- Employees shall not directly or indirectly use or allow the use of Nak'azdli Band property of any kind including property leased to the Band, for anything other than officially approved activities;
- Employees shall not knowingly take advantage, or benefit from, information that is obtained in the course of their duties and responsibilities and that is not generally available to the public;



- Employees owe primary business loyalty to Nak'azdli Band. Employees must avoid engaging in any private or personal business interest which may conflict with the duties and responsibilities owed to the Band;
- Employees have an obligation to act in a manner that will avoid real, potential or apparent conflict of interest and bear the closest possible scrutiny;
- Employees are required to disclose to the COO any personal, commercial or financial interest that might be construed as being in real, potential or apparent conflict with their duties or obligations to their employer.

### **XIII. EMPLOYMENT OF RELATIVES**

Nak'azdli Band recognizes the sensitive nature of having immediate family members (by birth or by marriage) employed by the same organization and will take care to avoid difficult situations and perceived conflicts of interest.

For the purpose of the conflict of interest policy, "immediate family" means: father, mother, or (alternatively step, adoptive, or foster parents), brother, sister, spouse or common-law partner, child or stepchild, or ward of the employee, father-in-law, mother-in-law, grandmother, grandfather or grandchildren and include members of the extended family such as aunts, uncles, cousins, nephews and nieces.

#### a. Hiring Relatives

Relatives of Nak'azdli Band employees must also meet all employment requirements and qualifications expected of other job applicants.

Nak'azdli Band may hire members of the immediate family of current employees into regular full-time positions; every effort will be made to ensure the new employee does not have a direct reporting relationship, and where possible, will be placed in a different department than the current employee.

#### b. Temporary Staffing

Band may employ immediate family members for temporary positions even in the same department, provided a clear understanding exists that the employment relationship is strictly temporary and will not necessarily lead to full or part-time employment. Any such relative hired must meet all selection standards and job qualifications.

c. Interview Committee

Immediate family cannot be on an Interviewing Committee: A supervisor, manager or other person responsible for either the hiring, screening or supervision of a potential employee or consultant must declare a conflict of interest should an immediate family member be on the list of applicants and must remove himself/herself completely from the hiring process.

## **D. PAY**

Nak'azdli Band has a wage scale which has been adopted by Chief and Council and may be amended from time to time. All new positions will be paid according to the wage scale and by negotiated agreement. The minimum salary range is the recommended starting wage level for a new hire unless that person is immediately capable of performing the assigned duties.

### **I. TIME SHEETS AND PAY PERIODS**

Employees are paid bi-weekly, one week in arrears. Time sheets are due the Friday prior to the pay day and must be signed by the employee's immediate supervisor in order to be processed.

### **II. OVERTIME – REGULAR EMPLOYEES**

Overtime hours for regular employees will be banked at time and a half as per the Canada Labour Code.

Except in cases of emergencies, all overtime must be pre-approved in advance by the immediate supervisor. Overtime can only be claimed after the employee works more than 35 hours in one week. Accumulated overtime should be used at the earliest date with approval of immediate supervisor.

Overtime may not be carried over to the next fiscal year except in special cases, authorized by the COO.

An Employee may, at any time, request to be paid out all or part of the overtime hours credited to their bank. The Employee may also request time off in lieu of overtime. Upon termination, or upon receiving an Employee's request to close their time bank, the Nak'azdli Band must pay the outstanding balance to the Employee. This payment must be made within five working days or mutually agreed upon period of time at the discretion of the Employee.

a. Time Off in Lieu of Overtime

Time off in lieu of overtime should be approved in writing three days prior to the requested day off. Time off approval can be revoked at the discretion of the management in the event of an emergency. Time off for banked overtime may be approved without prior notice in the event of an emergency.

It is the primary interest of the band and management to ensure that there is no compromise in the quality of the services that each department provides. To ensure that there is no breach in these services the management will ensure that if there is more than one request for time off that it is dealt with on a priority basis.

Any employee who works on a Discretionary day as granted by Chief and Council (i.e. between Christmas and New Year's) will be granted time off in lieu and will not have earned overtime provided they have met the other necessary criteria to be eligible for this benefit.

**III. OVERTIME - PART TIME EMPLOYEES**

Anyone who is employed in a part-time position will not be eligible for overtime until they have worked either 7 hours per day or 35 hours over five days in regular work week. The first 7 hours of each day are used to calculate total hours for weekly overtime (Sunday to Saturday) hours worked over 7 hours per day will be calculated as daily overtime. Employees will receive whatever compensation is greater. However, any employee who works on a flexible schedule will not be entitled to overtime bi-weekly until they have worked either more than 70 or 80 hours dependent on the position requirements as outlined in the offer of employment.

**IV. OVERTIME – ADMINISTRATIVE EMPLOYEES**

ADMINISTRATIVE EMPLOYEES-includes Administrators, Managers, Directors and all employees that have been classified as Administrative Employees in their offer of employment.

Administrative employees have the same working conditions as regular employees except for the following conditions:

- Overtime will be banked hour for hour and can be used for time off with pay or can be paid out upon request.
- Administrative staff is entitled to a retention benefit of two to five days of paid discretionary time off as stated in their offer of employment.

Administrative staff may access their paid discretionary time off at any time, but if they leave their position without completing a full year of employment, their discretionary time off will have to be paid back on a prorated basis.

Time off for overtime or discretionary leave of more than two consecutive days requires notice to the COO. The leave may be cancelled due to unforeseen emergency situations without compensation to the employee.

The discretionary time-off may be added to annual holidays or other leaves of absence, at the approval of the COO.

If this discretionary time-off is not taken within twelve months the employee may bank the time and carry it over to the following year. Employees cannot carry forward more than three days.

In the event that an administrative employee leaves their employment without having used their discretionary days off, they will be financially compensated for all discretionary hours banked.

## **V. FLEX TIME**

Some employees may be required to work a non-standard work week on a temporary or continual basis. Using Flex Time permits employees to work 35 hours per week without the necessity of working only seven hours per day.

If employees wish to work flex time, they must make arrangements prior to working irregular hours and must have the approval of their manager /supervisor. Managers and/or supervisors wishing to have employees work flex time must make arrangements at least three days ahead of time, unless there is an emergency. Some employees will have flex time arrangements as part of their job description.

As much as possible, time should be flexed in order to work no more than 70 hours in a two week pay period (or number of hours indicated in the employment contract, if different than 70 hours per week). Employees who work more than 70 hours within a two week pay period (or the hours of work identified in their contract) are entitled to overtime at the rate accorded to their position (see Section D III and IV). Employees are entitled to having advanced notice of at least three working days if their hours are changed to irregular hours.

## **VI. NOTICE OF LAYOFF /WITHOUT CAUSE TERMINATION OF EMPLOYMENT**

This policy applies to all regular and administrative employees unless otherwise specified in the employee's Offer of Employment letter.

This policy does not apply to employees who are on probation, quit or retire, are dismissed with just cause, or refuse to take an offer of reasonable alternate employment.

Employees will be given notice or equal compensation in lieu of notice as follows:

- After 3 months of consecutive employment – 1 week notice or pay in lieu of notice
- After 1 year of consecutive employment – 2 weeks' notice or pay in lieu of notice
- After 3 years of consecutive employment – 3 weeks' notice or pay in lieu of notice
- And 1 week for each additional year to a maximum of 8 weeks' notice or pay in lieu of notice.

No compensation is required when sufficient advance written notice is given to the employee equal to the number of weeks to which the employee is entitled. Term employees who sign an offer of employment stating start date and end date are considered to have been given notice and no further action needs to be taken. Casual employees do not require notice of layoff.

Upon layoff the employee will be paid out all outstanding wages and holiday pay, and will be given a Record of Employment.

Should the employee be rehired, either for the position they were laid off from or a new one, they will begin employment as any regular Probationary Employee. These employees are subject to all the terms and conditions of a Probationary Employee as outlined in the Manual, unless otherwise determined by Chief and Council.

Should a layoff be temporary, no notice or compensation in lieu of notice is required. To be a temporary layoff, the employee must return to work within 13 weeks of the initial notice and/or earn more than 50% of their weekly rate (averaged from the previous 8 weeks of continuous employment) over the 20 weeks from the date of notice.

If a temporary layoff becomes permanent through actions of the employer, the employee will be entitled to notice or compensation in lieu of notice as previously outlined.

If an employee is on a sanctioned leave of absence such as maternity leave, short term or long term disability etc., the employer may continue to pay all benefits that they normally pay on the employee's behalf during their absence. This is contingent on the employee signing an agreement to return to their position for a minimum of six months once their leave is over. Employees who sign this agreement but who do not return to work or work less than six months, will be responsible for returning the benefit costs to Nak'azdli Band. If the employee is paying any of the benefit costs or has purchased extended benefits, the employee is obligated to pay the costs if they wish to continue with the benefits.

Employees on sanctioned leave such as maternity, education, short-term or long-term disability will not lose accumulated seniority with the band. They will continue to accumulate seniority credits for the time that they are off.

a. Procedure

The immediate supervisor must inform the COO of the intention to layoff an employee and submit all relevant documentation to support the layoff, before the employee can be served with notice.

The employee will be provided the appropriate notice in writing and/or provided compensation in lieu of notice, by their immediate Supervisor.

Upon approval, the COO will notify the Payroll Clerk so that a Record of Employment and final payment of earnings and holiday pay can be prepared.

The employee must receive all monies owing within 3 business days of the layoff date.

An employee may appeal the layoff through the Community Appeal Procedure as previously outlined in this Manual, and is subject to the conditions and final outcome of this process.

b. Severance Pay

**If an employee is laid off or dismissed without cause:** An employee who has completed at least 12 consecutive months of continuous employment qualifies for severance pay as defined under HRDC regulations. Severance will be paid in the amount equivalent of two regular days' pay for each complete year of employment, with a minimum benefit equivalent to five days wages.

## **VII. ILLNESS OR INJURY**

a. Sick – Medical – Personal Leave

All employees are entitled to paid leave in the event that they are too sick to work, have medical appointments, or must attend to an immediate family member who needs care. The employer will provide a maximum of ten (10) days or seventy (70) hours of paid leave for such circumstances every calendar year (January 1 – December 31). The leave will be credited to their account on January 1<sup>st</sup> of each year. This leave cannot accumulate past one year and can only be used within the calendar year for which it is assigned.

This leave may also be used for the following purposes:

- family related responsibilities (maximum two days per calendar year)
- marriage leave (maximum five days per calendar year)
- extended bereavement leave (maximum five days per calendar year)
- volunteer leave (maximum two days per calendar year)

New employees begin accumulating Sick-Medical-Personal Leave credits after having worked 30 days but cannot take this time off until they have completed their 90-day probation period. Their benefits will be prorated to their start date. If an employee leaves their employment before a year is complete and have used all of this leave, the excess amount used may be clawed back from their final pay.

b. Work Related Illness or Injury

The employer shall, wherever reasonable and practical, return an employee to work who is off due to work related illness or injury, once that person is deemed well enough to resume work.

If the employee is no longer capable of fulfilling the duties of their regular job they may be reassigned to a different position with different terms and conditions of employment if there is such a position available.

All benefits that the employee is usually entitled to as a result of their employment will continue unabated while the employee is on short term disability. Pension benefit contributions will continue only if the employee pays his/her portion of pension contributions each month, one month in advance. During their absence, employees must pay any contribution that they were normally required to pay. Employees who have been approved for long term disability will have their medical and dental benefits continued for a period of one year from the time their long term disability is approved. The employee will receive the same level of benefits (i.e. single or family) as he/she did while working.

**VIII. PENSION PLAN**

Permanent employees and some term employees (dependent on the circumstances of their employment) may subscribe to the Employee Pension Plan. Nak'azdli Band offers matching contributions to a maximum of 5.5%. Employees who have paid into the pension plan and want to retrieve their investment upon leaving their employment must work with the Plan Provider to determine if this is possible. Anyone leaving their employment before two years and withdraws their pension contribution will not receive the Band's contribution portion.

**IX. RESTRICTION ON OUTSIDE EMPLOYMENT**

Unless there is a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are required to work for the employer.

In the case of a potential conflict, the employee shall ask the permission of the COO who may or may not bring the matter to Council.

## **X. ANNUAL INCREMENT/WAGES**

Every employee of the Nak'azdli Band Office may be considered for an annual cost of living increase based on The Canadian Standard Cost of Living Index and the financial capabilities of Nak'azdli Band.

An additional annual bonus may be provided to employees based on their annual Performance Review.

These will be at the discretion of the Band and contingent on the Band's financial resources, program funding and approved wage scale.

Additional wages may be provided at the discretion of department heads, and available funding, to compensate employees who have taken on additional responsibilities for a specified period of time to alleviate workload of a vacant position or a long-term leave.

Written agreements will be negotiated on a case-by-case basis clearly stating additional responsibilities, term and additional wage increment.

This does not apply to employee's who are covering for other staff members during vacation or other time off.

All pay increases must be approved by the COO and reported to Band Council.

## **E. LEAVES OF ABSENCE**

### **I. PAID LEAVE**

All employees, except those with less than 30 days service will be granted paid leaves of absence for the following reasons. Band Council may waive this exclusion. These leaves cannot be carried over from one year to the next and will be prorated based on the employee's regular hours of work. *(Amended July 2001 BCM)*

#### **a. Court or Jury Duty**

As many days as designated by the Courts and upon proof of said duty to serve the Courts. Any remuneration provided by the Courts will be deducted from the Employee's wages.

Serving the courts shall be defined as being subpoenaed to appear as a material witness for either the prosecution or defense, or to serve jury duty. All paid court leaves must be approved by your immediate supervisor. You are required to provide a document of proof to verify all court appearances.

The maximum number of working days eligible for paid court or jury duty is twenty (20). Any additional days leave must be taken as leave without pay.

This does not include appearing, on your own accord or responsibility, in court for a family member or family court or any civil matter.



b. Bereavement

In the event of a death in one's immediate family (as defined in the Definitions and Terms section in Appendix One) an employee may be granted up to 5 consecutive working days off. In the event of the death of an extended family member, a maximum of two days may be taken off for bereavement leave. Bereavement leave must include the day of the funeral.

In the event of a delay between the death of the family member and the funeral, employees must make arrangements with their supervisor to determine the days off for bereavement, not to exceed the maximums allowed.

Employees may be granted up to a 1/2 day off to attend any funeral service for a Nak'azdli Band member, if the funeral is in Nak'azdli or within 100 kilometers. The employee must be in attendance at the funeral in order to qualify for this paid leave. With permission of COO, staff may be permitted up to 1/2 day to attend the funeral of non-Band members and employees must be in attendance of the funeral to qualify.

c. Sick Leave

If an employee is too ill to work, he/she is entitled to take time off according to the Sick-Medical-Personal Leave policy (Section D VII). An employee who is absent from work due to illness must phone and notify their supervisor or the COO within the first hour of work or as soon as possible.

Eligible employees who are off sick and unable to return to work after five (5) days due to their condition, must apply for short-term disability under the employer's Health Benefits package. Employees not covered under the Health Plan are permitted to take up to four (4) weeks of unpaid leave without loss of employment. After four weeks, Nak'azdli Band reserves the right to terminate the employee and fill the position.

Doctor's notes or medical certificates may be required at the discretion of the Band.

d. Abandonment

An employee who is absent for five consecutive days without a valid reason will have been deemed to have abandoned their employment and will be issued a Record of Employment.

## **II. UNPAID LEAVE**

### **a. Maternity Leave**

Expectant female employees, who are considered permanent employees, and who have provided 4 weeks written notice and proof from a Medical Doctor of pregnancy, will be granted 17 weeks unpaid leave anytime during the pregnancy. Request for leave may begin 11 weeks prior to the expected delivery date. Upon written notice from a Medical doctor, an employee may be granted an additional 24 weeks. Upon completion of Maternity Leave, a birth mother or father may take Parental leave, but the total leave of absence must not exceed 52 weeks. All leave must be taken consecutively according to the Canada Labour Code and Employment Insurance Act.

### **b. Parental Leave**

Any employee, who is considered a permanent employee, and who is a new parent either biologically or by adoption may request and be granted 37 weeks of unpaid time off anytime during the 52 week period starting the day the child is born or comes into the employee's care. All leave must be taken consecutively.

All requests for leaves must be received 4 weeks prior to the commencement of the leave. Parental leave cannot begin until the child has been born or is in the custody of the adoptive parent. In the event that both the mother and father work for the employer they are both entitled to access Paternal leave, they may take this leave at the same time, or one after the other, as long as the total combined leave does not exceed 37 weeks or the combined 52 week maternity – paternal leave limitation.

If eligible, all benefits that an employer is responsible for paying on behalf of an employee will continue during the employee's maternity and prenatal leave, provided the employee has signed the agreement to return to work for a minimum of six (6) months after completing this leave. This applies to any benefit that the employer pays exclusively. Benefits that the employee pays into and the employer matches do not have to be paid unless the employee continues to pay them during his/her absence.

### **c. Potlatches**

All employees will be granted up to 5 days unpaid leave to carry out their Potlatch duties. Employees must ensure their department is able to continue services during their absence before making a commitment to Potlatch duties.

### **d. Traditional Practices**

All employees will be granted up to 21 hours unpaid leave to participate in traditional hunting and fishing practices. Employees must make the arrangements in advance with their supervisor.

e. Family Responsibility Leave

Employees may be granted up to 30 days of unpaid leave to attend to any immediate family circumstances. This leave may include, but is not limited to:

- looking after elders, children, close relatives, or personal family
- issues involving the law or courts or
- any circumstance warranting the employee's presence on a full time basis.

This leave must be approved by the COO.

f. Personal Needs

Leave without pay for a period of up to 3 months may be granted to a permanent employee for personal needs by the COO.

Leave without pay for more than 3 months but not exceeding 12 months may be granted, to a permanent employee for personal needs by the Band Council.

An employee is entitled to leave without pay for personal needs only once under paragraph a) and b) during the Employees total period of employment. Leave without pay under this clause may not be used in conjunction with Parental and Pregnancy Leave without consent in writing of the employer.

Leave will not be granted to employees wishing to take another position outside of Nak'azdli Administration.

This leave may be used to seek treatment for a substance abuse problem.

*NB:* An employee with an interruption of earnings in excess of 30 days will be issued an ROE as per HRDC Regulations.

Leave granted under this provision for durations exceeding twenty (20) working days will not be eligible for the continuation of Health Benefits for the duration of the leave unless the employee pays 100% of the coverage one month in advance.

g. Compassionate Care Leave

An employee is entitled to up to 8 weeks of compassionate care leave to provide care and support to a gravely ill family member, as defined by the Employment Insurance Act. A certificate is required from a qualified medical practitioner, stating that the family member has a serious medical condition with significant risk of death within 26 weeks. The employee may be entitled to benefits under Employment Insurance and Nak'azdli Band will issue the required Record of Employment for this purpose.

All employees without exception are entitled to take this leave. During the time of the leave all benefits normally covered by the employer will remain in force and their position will be held.

If at the end of the initial 8 week period the family member is still not well the employee may with additional proof from a medical practitioner take an additional 8 weeks unpaid leave. However, the employee's benefits will be suspended unless the employee pays the premiums, at least one month in advance. This will in no way affect or alter their employment status. However, after these 16 weeks, Nak'azdli Band reserves the right to lay off the employee and repost the position.

This leave should be arranged as far as possible in advance of the employee leaving the job.

## **F. JOB RELATED PROFESSIONAL DEVELOPMENT**

The employer will support job related training to develop and improve employee's knowledge and skills to adequately perform their jobs, based on application of employee and department requirements.

### **I. PROCEDURE**

Training needs may be identified by the employee or the immediate Supervisor throughout the year as job requirements and responsibilities change, or as part of the annual Performance Review.

Employees may be granted time off for job related professional development on a case-by-case basis in consultation with the COO, and the employee's immediate Supervisor. Such requests for leaves of absence must be made in writing.

Employees must complete a 'Leave of Absence Request Form' and submit this request to their immediate Supervisor at least 4 weeks prior to the requested leave of absence.

Chief and Band Council must ratify all requests for Professional Development. The immediate Supervisor must provide a signed copy of 'Leave of Absence Request Form' to the employee; submit a copy to the COO for the employee's file, and inform the appropriate person in the Finance Department so that payroll adjustments are noted.

Leave granted under this provision for durations exceeding twenty (20) working days will not be eligible for the continuation of Health Benefits for the duration of the leave unless the employee pays 100% of the coverage one month in advance.

### **II. EDUCATION LEAVE**

The employer recognizes the value and usefulness of education leave. Upon written application by an employee, and with the approval of the immediate

supervisor and Band Council, an employee may be granted education leave with or without pay. The education leave may be granted for varying periods up to one year. The employee will not have her/his position held for longer than the specified time approved. This may be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately, or to undertake studies in some field in order to provide a service which the employer requires or is planning to provide.

Unless otherwise specified in writing by the employer, examination leave will be without pay.

### **III. TRAINING**

Employees may be eligible to take advantage of training that directly relates to their job description and with the approval of their immediate supervisor, based on annual training funds identified in their departmental budgets.

Upon returning from training, reports must be made in writing to the immediate supervisor as well as an evaluation of the facilitator, course content and company.

Training mandated by department heads outside of regular work hours will be considered to be overtime and can be banked.

Training not mandated which takes place outside of work hours is not subject to overtime compensation.

If it is a mandated job requirement that you travel outside of normal work hours you will be entitled to be compensated for overtime.

If it is not a mandated job requirement as defined in your job description, you will not be eligible for overtime compensation.

This could include but is not exclusive to Training, Workshops, Conferences, Meetings etc.

## **G. VACATION ACCRUAL AND LEAVE**

### **I. ALL EMPLOYEES**

Vacation leave begins accruing on the first day of employment. Vacation leave may be taken after having been employed at least twelve (12) months. A probation employee accrues vacation leave and this amount will be paid to them in the event he/she is not successful in completing the probation period and is terminated.

Statutory Holiday's that fall during the time of annual vacation will not be considered as part of annual vacation leave.

An employee's annual vacation entitlement based on years of continuous service will not be reduced because of maternity leave or time off due to sickness or injury. However, vacation pay will be calculated annually based on gross annual income, excluding bonuses or benefits that are considered extraordinary and outside of the wages granted in the offer of employment.

The time employees are on Leave Without Pay for Personal Needs in excess of one (1) month will not count toward continuous employment when calculating vacation entitlement. Employees will not accrue vacation leave while on Leave Without Pay for any reason.

Employees are not allowed to be paid out for their vacation entitlement while continuing to work (double dipping). In the case of casual, on-call, or seasonal employees, they can opt to have their vacation pay added to each pay instead of banking it.

## **II. ADMINISTRATIVE EMPLOYEES**

### Vacation Leave

Administrative employees are entitled to annual vacation leave beginning at 15 working days. Upon the fourth (4<sup>th</sup>) anniversary of continuous employment, the vacation leave will be increased to 20 working days. Upon the twelfth (12<sup>th</sup>) anniversary of continuous employment, the vacation leave will be increased to 25 days\*. Upon the eighteenth (18<sup>th</sup>) anniversary of continuous employment, the vacation leave will be increased to 30 days. An administrative employee may be entitled to more vacation under the terms of their employment contract.

Administrative employees should take all vacation time entitled to within 12 months of their anniversary date, when vacation leave is released. With approval of the COO or supervisor, up to seven (7) days may be carried over into the next year so long as the accumulated vacation leave does not exceed thirty (30) days of leave.

Administrative employees who have worked twelve (12) months and are entitled to take vacation leave may request all of their vacation pay prior to taking their vacation. Otherwise, they will receive their vacation pay on regular pay days.

Should an administrative employee be called into work while on annual vacation, they will be given equivalent day(s) off in lieu of time worked. Any travel or vacation-related costs brought about by this call back will be reimbursed by the employer.

### Vacation Pay

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Administrative employees earn 6% vacation pay at the start of their employment and take this pay after having completed twelve (12) months of continuous employment (one year anniversary). Upon the fourth (4<sup>th</sup>) anniversary of continuous employment, the vacation pay will be increased to 8%. Upon the twelfth (12<sup>th</sup>) anniversary of continuous employment, the vacation pay will be increased to 10%. Upon the eighteenth anniversary (18<sup>th</sup>) of continuous employment, the vacation pay will be increased to 11.5%.

### **III. REGULAR EMPLOYEES**

#### Vacation Leave

Regular employees earn ten (10 days) vacation leave at the start of their employment and can take this leave after having completed twelve (12) months of continuous employment (one year anniversary). Upon their third (3<sup>rd</sup>) anniversary, their vacation leave is 15 days. On their eighth (8<sup>th</sup>) anniversary, the vacation leave is raised to twenty (20) days per year. On their eighteenth (18<sup>th</sup>) anniversary, the vacation leave is raised to twenty-five (25) days per year.

All vacation time should be taken within twelve months of their anniversary date, when the vacation leave is released. Upon approval by the immediate Supervisor and /or COO, employees may carry over seven (7) days into the next year.

#### Vacation Pay

Regular employees earn 4% vacation pay at the start of their employment and can take this pay after having completed twelve (12) months of continuous employment (one year anniversary). Upon their third (3<sup>rd</sup>) anniversary, their vacation pay is 6% of their earnings. On their eighth (8<sup>th</sup>) anniversary, the vacation pay is raised to 8% per year. On their eighteenth (18<sup>th</sup>) anniversary, the vacation leave is raised to 10% per year\*.

An employee who receives a promotion to management during a vacation year will be paid according to what is in their vacation bank at the time of their promotion plus prorated to cover the difference in time earned since the promotion and up to their anniversary date.

Employees who work less than 20 hours per week will have vacation pay accrued at 4% unless otherwise stated in their letter of offer.

#### **IV. LEAVE FORMS**

All regular employees will be required to complete a 'Leave Application' form and submit to their Immediate Supervisor. This must be submitted at least two weeks prior to request for vacation leave more than three consecutive days.

Any requests for vacation leave to cover time already taken will not be granted except in cases of emergency and is approved by the supervisor.

All salaried employees must submit their 'Leave Application' form to the Band Manager at least one month prior to the requested holiday time.

#### **H. GENERAL HOLIDAYS**

A General Holiday is a legal holiday for which employees who qualify are entitled to a day off with pay. Employees will be granted the following paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	Family Day

And additional special Holidays:

BC Day  
Aboriginal Day  
Easter Monday

Based on an annual resolution by Chief and Council, all regular fulltime Band Administration employees, who have been employed for a minimum of six months, will be granted paid time off between Boxing Day and New Year's Day. This paid time will not be considered as part of an Employee's annual vacation. Nak'azdli Daycare is considered a Band business and must determine year to year what their holiday allocation will be and request the time off.

Probationary employees will not be entitled to be paid for the additional time off between Christmas and New Year's. They will be entitled to be paid for any earned general holidays. Employees with more than 90 days but less than 6 months will be paid on a prorated basis. Employees in training positions, on contract or have project funding which does not allow for this benefit will not be included.

#### **I. PROCEDURE**

In order to be eligible to be paid for General Holidays an employee must have worked or been eligible to be paid (this would include paid sick leave, vacation or other paid leaves) for 15 of the 30 days prior to the stat as per HRDC regulations. General Holidays must be recorded as 7 hours on employee time sheets.



Employees who work irregular hours (part-time) are entitled to paid General Holidays pro-rated, based on the total wages earned in the past 30 working days, divided by 20.

## **II. WORKING ON GENERAL HOLIDAYS**

Nak'azdli Band will make every effort to ensure that all eligible employees are able to take General Holidays as scheduled, and no employee is required to work on a General Holiday, unless otherwise specifically stated in their 'Offer of Employment' letter.

Should an employee be required to work on a General Holiday they will be entitled to compensation as follows:

### a. Hourly Employees

- Will earn time and a half for hours worked and will be compensated either with time off in lieu of overtime or be paid out on their next pay period.
- Time off will be granted with sufficient notice at the employee's discretion and prearranged by their supervisor.

### b. Administrative Employees

- Will earn straight time for hours worked and will be compensated either with time off in lieu of overtime or be paid out on their next pay period.
- Time off will be granted with sufficient notice at the COO's discretion.

Hourly employees must be requested to work on a General Holiday, or get written permission to work from their immediate Supervisor.

Administrative employees may work on a General Holiday at their discretion.

An eligible employee who voluntarily works on a General Holiday or Discretionary day as granted by Chief and Council (i.e. between Christmas and New Year's) will be granted time off in lieu and will not have earned overtime. This work must be pre-approved by the employee's manager and/or the COO.

## **I. TRAVEL AND TRANSPORTATION**

Nak'azdli employees will be compensated for approved out-of-town travel and related costs incurred while carrying out the responsibilities of their job.

Chief and Council will establish travel and transportation expense rates on an annual basis to coincide with the fiscal year.

Employees who are required to use their vehicles to transport band members or non-band employees will be compensated for costs to upgrade their insurance to Business use and \$5,000,000.00 liability.

Employees who are required to use their personal vehicles for Band purposes must ensure their vehicles are in proper running order, and meet all transportation safety requirements. This includes displaying a current inspection sticker. Employees who are required to transport children and/or non-band employees must have a current BC class 4 license on file.

### **I. PROCEDURE**

All travel and transportation requests must be put in writing and submitted to the appropriate level of authorization for approval.

Employees must submit all receipts as required, and will be reimbursed only to the maximum allowable rates for that expense category.

Employees will be reimbursed for expense within five working days of submitting completed documentation.

Travel advances may be provided upon a minimum of five days' advance notice, and may be deducted from the traveler's income should proper travel documents not be provided upon the traveler's return.

Employees are expected and must seek out discount travel options and advanced bookings when using air transportation, and use the least expensive travel class.

Travel arrangements will be done by the travel clerk and they will endeavor to accommodate the staff according to our policies.

### **II. ACCOMMODATION EXPENSES**

(Maximum allowable)

Employees are eligible to claim for reasonable accommodation expenses based on regional and seasonal rates approved annually by Band Council Resolution.

Incidentals charged to a room occupied by a band employee **will not** be covered. This includes in house movies, room service charges or any other charges. Unless the employee uses his/her personal credit card to cover incidentals, there can be no charges made to the room.

Every effort will be used to ensure that the cost per night of hotel accommodations will not exceed \$150.00 per night.

### **III. MILEAGE**

Employees are eligible to claim for reasonable travel expenses based on rates set and approved by Band Council Resolution.

If employees chooses to drive their own personal vehicle to a destination served by air travel, they will be reimbursed to a maximum of \$450.00 for the round trip.

If traveling to a destination not served by air travel and using their own personal vehicle, employees will be entitled to claim the total mileage rates if this amount does not exceed \$900.00

Every effort must be made to ensure that travel is booked at least 2 weeks in advance to ensure discounted rates are used where ever possible.

Your immediate supervisor or the COO must sign off travel claims. In the case of management - travel should be signed and approved by the COO. COO travel claims will be signed by the Chief.

The cost of changing flights or airline schedules without just cause may be the responsibility of the employee.

#### **IV. TRAVEL – NON-STAFF / COMMITTEE MEMBERS**

From time to time committee members or non-staff individuals travel with Band Staff to attend events. Travel for community members will be:

Mileage:		\$ 0.30 per kilometer
Meals:	Breakfast -	\$10.00
	Lunch -	\$10.00
	Dinner	\$20.00
Private Accommodations:		\$30.00

#### **V. EMPLOYEES ATTENDING THE SAME EVENT**

Wherever possible, employees attending the same conference, workshop or meeting should car pool and only one employee gets the mileage. Mileage will not be paid for employees using band owned transportation.

#### **VI. TIME OFF TO COMPENSATE FOR TRAVEL TIME**

Employees are expected to allow time for their travel. If an employee is required by their supervisor to attend a conference, workshop, meeting, etc., they may be entitled to overtime travel on specified approval of their supervisor. If an employee is not mandated to attend the conference, workshop, meeting, etc, but rather are attending on their own request, they will not be entitled to travel overtime. A reasonable time will be allowed for travel based on distance and mode of travel. No time will be allotted to prepare for travel ahead of time. Supervisors will be expected to approve extraordinary travel time allotments.

#### **VII. USE OF PERSONAL VEHICLE FOR WORK**

Employees who must travel around consistently in the delivery of the services for their programs will be given a once monthly gas allowance to cover the expense of operating their personal motor vehicle. This will be in the form of a purchase order

for gas at Carrier Food and Fuel. When more than one employee travel together to deliver services only one employee will be eligible for this benefit. See Appendices for eligible jobs and allowed amounts

### **VIII. TRAVELING TO CHAPERONE CHILDREN**

All travel taken by staff for the purpose of chaperoning minor children which is directly related to their job, will be eligible to bank overtime in the following manner:

Hours over and above the regular work day will be allowed to a maximum of 4 per day banked at time and a half.

All trips where there is a potential for substantial overtime must be pre-approved in writing by your administrator/manager. Trips or planning of trips will not be eligible for overtime unless proper prior authorization is in order prior to the event.

Volunteering to accompany a scheduled outing by other employees will be treated as volunteer time and will not be eligible for overtime compensation. Such volunteer activities require the approval of the employee's manager and may or may not be paid time to a maximum of seven hours per day.

## **J. ANNUAL PERFORMANCE REVIEW POLICY**

The employer will provide feedback to Nak'azdli employees about their job performance in the past year, and develop and agree to work plans for the coming year, which identify training and skills development needed to effectively carry out the job.

### **I. PROCEDURE**

Three (3) to four (4) weeks before the employee's anniversary date, the Supervisor will obtain a copy of the current Job Description for their staff's position, last year's Performance review, a blank Performance Review form, and a copy of the Self Evaluation Questions. The Employee and Supervisor will be expected to complete the forms and to meet to discuss and sign off the review. Any requests for pay raises will be dealt with separately.

The Supervisor will review all the material and prepare draft notes and points of discussion on the past year's performance on the Performance Review form, as well as review the Employee's Self Evaluation Questions before meeting with the employee.

At the meeting, the Employee and Supervisor will review and discuss job performance over the year, confirming areas of strength in performance, areas to improve, and upcoming work plans and projects. Training opportunities should be discussed and agreed and documented on the Performance Review form.

After the meeting the Supervisor will then write up or type the final Performance Review form noting points discussed and agreed during the meeting with the employee.

The Supervisor will provide a signed copy of the Performance Review form to the Band Manager within 1 week of the Employee's Anniversary Date. The Supervisor and the Employee will each retain a copy for their files.

## **K. EMPLOYEE CONDUCT FOR ATTENDING MEETINGS POLICY**

The importance of Band Council, Administration & Staff presenting a unified workforce will always be paramount. These shall include Community Meetings, Annual General Assembly, Annual General Meeting, Staff and Committee Meetings or any meeting where the employee or administrator is representing the Nak'azdli Band.

Employees shall be mindful of the Code of Ethics and Oath of Confidentiality that they signed on commencement of their employment with the band and will not publicly criticize administrators, Portfolio Councillors or other employees. As employees are paid to attend these meetings they shall be mindful of the position of the person that they are addressing and will not be insubordinate.

If an employee wishes to express concerns with the management or other employees they can do so by following the steps as laid out in this manual and can do so prior to the public meeting.

## **L. DISCIPLINE AND DISMISSAL POLICY**

Disciplinary action through the Corrective Action Process (CAP) and/or dismissal can be related to, but is not restricted to the following:

- Sexual Harassment
- General Harassment
- Drinking or taking illegal drugs while working
- Theft of Nak'azdli Band property or willful damage to Nak'azdli property
- Insubordination
- Chronic Absenteeism or Tardiness
- Conflict of Interest
- Undermining Nak'azdli Band Customs or Traditions
- Non-compliance with Nak'azdli Band's Code of Ethics
- Breach of the Oath of Confidentiality
- Substance abuse, which interferes with attendance and/or job performance.

An employee can voluntarily resign at any time through the CAP program, and will be subject to receive all outstanding wages and vacation pay owed.

**Nak'azdli Band does not have to provide compensation or notice for dismissing an employee with just cause.**

All employees have the right to appeal their dismissal through Nak'azdli Band Council's Community Dispute Process.

**I. CORRECTIVE ACTION PROCEDURE**

Every Administrator, Manager or Supervisor must follow the Corrective Action Process (CAP) described below when dealing with any and all performance and/or work related concerns and issues.

In general, under the CAP system, the more infractions an Employee commits, the more serious the penalty will be. However, the Employer need not progress through all of the steps sequentially. In some instances, Employee misconduct is of a sufficiently serious nature to warrant disciplining the Employee by issuing a more serious penalty (such as suspension or dismissal for just cause) without first proceeding through earlier steps in the CAP process.

The CAP system may consist of:

- a. **Verbal Warning:** The Employee's supervisor meets with the Employee to explain and discuss the offence. The supervisor will note the warning in the Employee's personnel file and the substance of the warning is recorded.
- b. **Written Warning:** The Employee will be required to meet with both the supervisor and the Band Manager where the offence will be discussed and all three (3) parties sign a written account of the offence.
- c. **Suspension and/or Probation:** After consultation with the supervisor, the Band Manager will issue a formal suspension without pay and/or place the Employee on probation. The Employee will be advised in written form of the suspension and/or probation.
- d. **Dismissal for Just Cause:** The decision to dismiss an Employee for just cause and without notice, severance or pay in lieu thereof may be made by the Band Manager in consultation with the Employee's supervisor. The Band Manager may proceed with dismissal of an Employee for just cause for reasons which include, but are not limited to, the following:

- abandonment of position;

- inability to perform duties;
- gross insubordination;
- theft;
- physical assault of a supervisor, co-worker, or client;
- conviction for a serious breach of the *Criminal Code*; and
- conduct which seriously harms the interests or reputation of the Employer.

An Employee who is dismissed for just cause will be notified of the date of dismissal, and the reason for such dismissal.

Factors including the following factors shall be taken into consideration by the Employer when determining whether to discipline an Employee and, if discipline is determined to be appropriate, the level of discipline to be imposed:

- a. severity of the offence,
- b. length of employment,
- c. previous record of discipline;
- d. time elapsed since last reprimand.

The supervisor or Band Manager may suspend the Employee and require them to leave the premises immediately in situations where the safety of the Employee or others is seen to be at risk, such as abusive or violent behaviour.

The Employer shall make every effort to counsel and assist the Employee to correct the situation for which disciplinary action was imposed.

## **II. GRIEVANCE POLICY**

Nak'azdli Band Council wishes to foster a positive work environment and will endeavor to resolve any and all disputes or grievances in a timely and equitable manner.

Employees who express any concerns, or lodge any complaints or grievances under this policy, or who provides any information regarding a complaint under this

policy, may do so without fear of retaliation or reprisal. Any such conduct will be subject to immediate disciplinary action.

a. Purpose

The purpose of this grievance policy is to provide an effective problem-solving and dispute resolution process which every employee can utilize without concern for reprisal or incrimination. It is meant as a vehicle by which an employee may lodge concerns or grievances to the management about their employment relationship with Nak'azdli Band or any other issue.

Managers are responsible for investigating and responding to employees in a timely manner regarding any grievances or issues raised through this procedure. Employees who believe they have legitimate grievances or issues are encouraged to use these policies without fear of reprisal or recrimination.

b. Procedure

i. **Informal Process:**

Employees who believe they have a legitimate concern or grievance about any aspect of their employment relationship with Nak'azdli Band should first discuss those concerns or grievances with their immediate manager and attempt to resolve the issues satisfactorily. If the dispute is with the Manager in question, the employee is expected to attempt to address that concern with their Manager. Managers are required to discuss and/or investigate any concerns/grievances raised and to respond in an appropriate manner within three (3) working days of learning of the concern/grievance. If the issue is not resolved in a manner that is satisfactory to the employee, a formal complaint may be lodged by the employee.

ii. **Formal Process:**

1. If an employee's concern is not resolved in a satisfactory manner through the informal process, a formal complaint may be lodged within five (5) working days of the facts becoming known that gave rise to the dispute.
2. A formal complaint must be lodged in writing on the Grievance Resolution Form (Attachment 'A'). The completed and signed complaint shall be addressed to the employee's immediate manager and be presented to that manager. The employee may request the assistance of any other employee of Nak'azdli Band in preparing the formal complaint. Preparing a formal complaint will not be interpreted as criticism of the immediate manager. The recipient of the formal complaint will provide a copy of the complaint to the Band Manager.
3. Within three (3) working days of receiving a formal complaint, or in a time mutually agreed upon, the COO or, in the event the grievance is lodged against the COO, the Chief will meet with the employee and the



manager, investigate the complaint, and respond, in writing, to the employee who lodged the complaint.

4. If the matter is not resolved to the satisfaction of the employee, the employee may appeal the matter within five (5) working days of receiving the written response from the COO.
5. In the event of an appeal, there will be a grievance committee struck consisting of the Administration Portfolio Council Member, one Band Administrator agreed upon by the Council member and the Band Manager and a third member agreeable to both parties for that appeal's purposes. The decision of the Grievance Committee will be final.

### III. BULLYING, HARASSMENT AND DISCRIMINATION POLICY

All Nak'azdli Band Employees, Trainees, Contractors, Volunteers, and Visitors are entitled to a harassment free environment based on protected grounds of race, color, national or ethnic origin, political or religious beliefs, gender or sexual orientation, disability, marital or family status, or any other grounds prescribed by law which applies to Nak'azdli Band.

Bullying and Harassment and/or Discrimination in our workplace is unacceptable and will not be tolerated. All incidents of Bullying and Harassment and/or Discrimination must be reported and will be taken seriously regardless of who the offender may be. Members of Nak'azdli Band who engage in such behaviour will be subject to discipline or corrective action.

#### a. Definitions

**“Discrimination”** means discrimination in employment based on a person's sex, race, colour, ancestry, national or ethnic origin, political belief, religion, marital status, family status, physical or mental disability, sexual orientation, age, or criminal conviction which is unrelated to the person's employment. Discrimination includes Sexual Harassment, as defined below.

**“Bullying and Harassment”** includes any inappropriate conduct or comment by a person towards an employee of Nak'azdli Band that the person knew or reasonably ought to have known would cause that individual to be humiliated or intimidated, but excludes any reasonable action taken by an employer or supervisor relating to the management and direction of employees of Nak'azdli Band or the place of employment.

Examples of Bullying and Harassment include, but are not limited to, such things as:

- words, gestures, actions or practical jokes, the natural consequence of which is to humiliate, ridicule, insult or degrade;

- threats or intimidation;
- cyber bullying
- physical assault; or
- persistent rudeness, taunting, malicious gossip, patronizing behaviour, vandalizing belongings or other conduct which adversely affects working conditions or work performance.

**“Sexual Harassment”** means conduct or comments of a sexual nature that is unwelcome, and that detrimentally affects the work environment or leads to adverse job-related consequences. Sexual harassment includes, but is not limited to, such things as:

- unwanted touching;
- unwelcome sexual flirtations, advances or propositions;
- sexually suggestive, obscene or degrading comments or gestures;
- offensive jokes of a sexual nature;
- leering or staring;
- displaying or circulating pictures or other material of a sexual nature; or
- unwelcome questions or remarks about a person’s sex life, appearance, clothing.

b. Application of Policy

This policy applies to all employees of Nak'azdli Band.

c. Responsibilities of all Employees of Nak'azdli Band

All employees of Nak'azdli Band must:

- not engage in the Bullying and Harassment of or Discrimination against other employees of Nak'azdli Band;
- report using the following procedures if Bullying, Harassment and/or Discrimination is observed or experienced; and
- apply and comply with this Policy.

d. Complaint/Report and Investigation Procedure

Informal Resolution

An employee of Nak'azdli Band who feels that he or she has been subject to, or who has observed, Bullying and Harassment and/or Discrimination in our workplace (the “Complainant”) is encouraged to begin by approaching the respondent, informing the respondent of his/her discomfort with the behaviour, and asking the respondent to stop. While this is often the simplest and most effective

way to end the Bullying and Harassment and/or Discrimination, the Complainant is not obligated to confront the respondent.

If the Bullying and Harassment and/or Discrimination does not stop, or if the Complainant does not feel comfortable approaching the respondent directly, the Complainant must proceed to file a formal complaint or report.

#### Formal Complaint or Report

Employees at Nak'azdli Band can report incidents or complaints of workplace bullying and harassment verbally or in writing. When submitting a written complaint, please use the workplace bullying and harassment complaint form. When reporting verbally, the reporting contact, along with the complainant, will fill out the complaint form.

Incidents or complaints should be reported as soon as possible after experiencing or witnessing an incident. This allows the incident to be investigated and addressed promptly.

Employees will report any incidents or complaints to your immediate Supervisor, or the COO or the Chief or any member of Band Council, or anyone else you feel comfortable reporting to, who works as an employee of the Nak'azdli Band.

Employees must provide as much information as possible on the "Bullying and Harassment Complaint form, such as the names of people involved, witnesses, where the events occurred, when they occurred, and what behaviour and/or words led to the complaint. It is important that any supporting documentation, such as emails, handwritten notes, or photographs are attached to the "Bullying and Harassment Complaint form.

All complaints and reports will be taken seriously, and will be dealt with fairly and promptly.

#### e. Investigation Procedure

If the subject matter of a complaint or report fits within the definition of Bullying and Harassment and/or Discrimination it will be investigated. The investigation will be approached in an unbiased manner.

Investigations will be conducted by either the individual who received the complaint or report, or his or her designate, which may include an external investigator.

Both the Complainant and the respondent are entitled to a fair hearing. The investigator will interview the Complainant, the respondent, and any other witnesses the investigator believes may have information relevant to the complaint or report. The investigator will review any documents he or she considers relevant.

The respondent will be given the details of the complaint or report, and will be provided with a reasonable opportunity to respond.

All investigation proceedings will be documented and upon completion of the investigation, the assigned investigator will prepare a report of findings with recommendations. The investigation report will be stored in a manner that maintains the confidentiality of the report.

If a complaint or report is found to have merit, then appropriate remedial, corrective or disciplinary action will be taken. This action may include education and training or formal disciplinary or corrective action.

#### f. Confidentiality

Complaints and reports of Bullying and Harassment and/or Discrimination involve confidential and sensitive matters. Confidentiality is required so those who may have experienced Bullying and Harassment and/or Discrimination will feel free to come forward, and the reputations and interests of those accused are protected.

All individuals involved in a Bullying and Harassment and/or Discrimination complaint or report must maintain the confidentiality of any information they receive during the course of the investigation process. Any individual breaching confidentiality may be subject to disciplinary or corrective action.

Subject to disclosure which is required by law or is necessary to investigate or resolve a complaint or report, Nak'azdli Band will make every effort to keep confidential any information pertaining to the complaint.

#### g. Retaliation

Retaliation of any kind against an employee of Nak'azdli Band who, in good faith, files a complaint or report of Bullying and Harassment and/or Discrimination will not be tolerated.

#### h. Frivolous Complaints or Reports

Complaints or reports of Bullying and Harassment and/or Discrimination are serious matters. Employees of Nak'azdli Band who are found to have made frivolous, vexatious, or malicious complaints of Bullying and Harassment and/or Discrimination may be subject to disciplinary or corrective action.

***“Preventing Harassment is Everyone’s Responsibility”***

## **M. EMPLOYEE HEALTH AND SAFETY COMMITTEE**

A Health and Safety Committee made up of a cross representation of employees comprising both administrative and regular staff from various Departments and

organization levels will ensure that Nak'azdli Band operations comply with all Canada Labor Code and BC Workers Compensation Board Safety Standards.

This Committee is in charge of the responsibility of addressing any and all employee safety concerns to ensure that employees have a safe and healthy workplace. A complete inspection of all Band Administration work environments will take place a minimum of every two years.

The committee will meet bi-monthly or as needed. Minutes of each Health and Safety meeting will be posted in Nak'azdli Band Administration building.

## **N. PERSONAL USE OF NAK'AZDLI PHONE, FAXES, E-MAIL, COMPUTERS POLICY**

Employees must not use office equipment for their personal use. This includes printers, faxes, photocopiers and any other equipment.

Internet should be restricted to work related activities and shall not be used for personal use. Using personal devices to access the internet for purposes of streaming music or video is not permitted. Employees must limit their time on social media sites to their lunch or coffee breaks and must do so on their own personal media devices (tablets, cell phones, etc.).

Employees are forbidden to visit any websites that have been determined to be potentially harmful to the computer and potentially dangerous to the network. This includes chat lines, instant messenger, social networking and other potential threats that we become aware of from time to time. Any employee who violates this policy is subject to discipline as prescribed in the employment policy under the CAP. Any employee found to be undertaking computer activity deemed illegal by the Canadian Criminal Code will be reported to the RCMP and may face immediate dismissal.

### **I. EQUIPMENT USE**

No one can have access to the offices or computers other than Band employees designated for that department.

No non-band employees will be permitted to have access to, or use of, computers or other office equipment of band employee. Non-employees will have access to equipment designated for public use only.

Computers are for business use only and computer games are not to be played during regular business hours. Nak'azdli Band will not allow downloading of music, videos or any programs not sanctioned by the Band or supervisor.

Computers will be checked if there is a report regarding misuse of the computers.

Equipment set up for public use will not be attached to the shareware as per the privacy act.

## **II. RETURNING BAND PROPERTY**

Upon leaving your employment with the Nak'azdli Band you will not be issued your last cheque and ROE until you have returned all band property in your possession to the office. This includes Band property in written or data form.

## **III. PERSONAL USE OF BAND VEHICLES**

Employees are not allowed to use Band Vehicles for personal use, or outside normal working hours, unless specifically authorized to do so in writing by their immediate supervisor.

## APPENDIX ONE

### DEFINITIONS AND TERMS

**Anniversary Date** – The date an employee commences work with the Nak'azdli Band Office.

**Administrative employees** – includes Band Office management positions of Administrators, Program Managers or Supervisors who are responsible for the work and supervision of hourly employees or specific programs. Administrators are accountable for multiple core mandated programs and services, budgets and staffing, program and service standards, develops and approves program policies and procedures with input from Staff. Administrators directly manage and supervise staff, including hiring, discipline, performance review and dismissal if required.

**Band** – refers to Nak'azdli Band.

**Band Administration employee** – means a person employed by Nak'azdli Band in a manner in which he/she receives remuneration of some type for his/her labour or is an elected Chief. This definition excludes contract services where the contractor is self-employed, or employed by another person and volunteers. Employees are persons who are entered, on an ongoing basis, on the payroll records of Nak'azdli Band.

**BC** – means British Columbia

**Common-law partner** means a person who is cohabitating with the individual in a conjugal relationship, having so cohabited for a period of at least one year. Common law is meant to include same sex couples.

**COO** – Chief Operating Officer

**Council** – Chief and Councillors duly elected by the members of Nak'azdli Band in accordance with Nak'azdli Band Election Code.

**Dismissal** – permanent removal of an employee by the employer, from any type of employment with Nak'azdli Band.

**Employer** – means Nak'azdli Band.

**Extended Family Member** is defined as Aunt, Uncle in the first tense (i.e.: brother/sister of your mother or father), Nieces and Nephews (children of your brother/sister), first cousin (son or daughter of your aunt or uncle).

**Fiscal Year** – means April 1 to March 31.

**Immediate Family Member** is defined as Mother, Father, Child, Sister, Brother, Grandparent, Grandchild (or step or adoptive equivalents), Spouse (married or common-law), and any immediate family member of the employee's spouse. Or any person who raised the employee or the employee's spouse acting in place of a parent. And any person who permanently resides with the employee in a dependent position.

**Immediate Supervisor** - management positions of Administrators, Program Managers or Supervisors, and Coordinators or Foreman to whom you directly report to for the assignment and supervision of your regular work.

**Job Description** – a written outline of the duties and employment expectations of an Employee and the position held by that Employee.

**Leave** – time away from job description responsibilities with or without pay as determined in accordance with this policy.

**Program Manager or Supervisors** are accountable for single or discretionary/project program and services and recommend and administer policies and procedures for their program. Managers and Supervisors direct and supervise staff, including input into hiring and performance review, and supervise Contractors work.

**Program Coordinator or Foreman** is accountable for project or contract service, and assigns and schedules staff workloads, has input into staff hiring and performance review, and supervises Contractor's work.

**Regular Employee**– includes all non-management employees of the Nak'azdli Band Office who are paid an hourly wage for services performed.

**ROE** – means Record of Employment

**Vacation Entitlement** - is defined as the vacation entitlement either outlined in these policies or as outlined in the employee's letter of offer.

**Work Day** – means any daily schedule between 8:00 a.m. and 4:00 p.m. Monday to Friday or defined in the employment contract.

**Work Week** – means from 00:01 Sunday morning to 24:00 Saturday night.





**APPENDIX TWO**

**OATH OF CONFIDENTIALITY**

I, \_\_\_\_\_ affirm that I will faithfully carry out my duties as an Employee of the Nak'azdli Band Council, refusing to disclose, without due authorization, any confidential information which may be made known to me by reason of my employment with the Nak'azdli Band Council, except such matters as I may be required to communicate in order to properly carry out my duties.

\_\_\_\_\_  
Employees Signature

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Date

**APPENDIX THREE**

**EMPLOYEE CODE OF ETHICS**

I, \_\_\_\_\_, hereby agree to abide by the following Code of Ethics as a condition of my employment with the Nak'azdli Band:

- 1. I will carry out the duties of my position conscientiously, loyally and honestly, remembering that my main purpose is to serve the Band Membership.
- 2. I will follow my Supervisor's instructions attentively, being cooperative and working as a team member with other Band employees.
- 3. During my hours of employment, I will work solely on my job responsibilities.
- 4. While both on and off duty, I will conduct myself in a manner that will reflect positively on my department, the Band and myself.
- 5. I will show respect for the authority and jurisdictional structures of the Band, Chief and Council.
- 6. I will not give out any administrative, official and/or confidential information unless my Supervisor has authorized the release of such information in writing.
- 7. I will use information obtained on the job for its intended purpose and not for my own personal interests.
- 8. I will protect and care for all Band property entrusted to me, using such equipment, property or supplies which are owned or rented by the Band for authorized purposes only.
- 9. I will not publicly criticize other employees or policies of the Band Council or individual departments.
- 10. If my employment position and my private interests or activities potentially constitute a conflict of interest, I shall declare this to the Chief and Council who will then decide the manner in which this may be resolved.

I have read and understand the foregoing Employee Code of Ethics.

Employee's Signature: \_\_\_\_\_

Supervisor/Witness: \_\_\_\_\_

Signed and agreed to this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

## APPENDIX FOUR

### OFFER OF EMPLOYMENT – HOURLY EMPLOYEES

The Nak'azdli Band hereby agrees to hire \_\_\_\_\_,  
as an employee of the Band for the position of \_\_\_\_\_, to  
fulfill the responsibilities as detailed in the attached job description.

As an employee, you shall sign the attached job description to demonstrate your understanding of the job responsibilities assigned to you. Should any changes or additions occur to your job responsibilities, these shall be given to you in writing and shall be explained by your Supervisor. As an Employee, you shall adhere to the attached Band Code of Ethics and you shall confirm your willingness to comply by signing the attached copy. As an Employee, you shall also adhere to the Band's Policies and Procedures as outlined in the Band's Policies and Procedures Manual.

Employment shall commence at 08:00 a.m. on \_\_\_\_\_. The initial wage or salary for your position shall be \$ \_\_\_\_\_ per \_\_\_\_\_. Salaries shall be paid every second Friday from your employment commencement date, with payment being made on the Friday following the cut-off date, which falls on a Saturday.

You shall be on a Probation period for the first 3 months of your employment. At the end of this period, you shall receive a Performance Review evaluation. Based on a satisfactory level of performance and budgetary appropriation for the position, your Supervisor shall notify you whether or not you have been promoted to permanent staff. If the results of the evaluation are unsatisfactory, the immediate supervisor may recommend that you be placed on an extended 3-month probation period. An evaluation would then be conducted upon completion of this extended probation period.

Nak'azdli Band may terminate your employment without cause by providing you with the required amount of written notice or wages in lieu of written notice, plus the required amount of severance pay, pursuant to the *Canada Labour Code*, R.S.C. 1985, c. L-2, as amended and as may be amended from time to time.

It is expressly agreed that all payments made under this section shall satisfy all outstanding obligations Nak'azdli Band may have towards you regarding notice, pay in lieu of notice, all wages and benefits, damages or monies of any kind whatsoever arising out of or related to your employment and termination from Nak'azdli Band, including any claims arising under statute or contract.

This offer of employment form along with the attached job description and employee Code of Ethics must be signed by you and received by Nak'azdli Band

Council no later than \_\_\_\_\_, of 20\_\_\_. Failure to receive a signed copy of this offer of Employment and attached documents by the specified date shall constitute your refusal of this Offer of Employment.

The Nak'azdli Band Council and Employee hereby jointly agree to these terms.

\_\_\_\_\_  
Employees Signature

\_\_\_\_\_  
Band Manager on Behalf of  
The Nak'azdli Band Council

## APPENDIX FIVE

### OFFER OF EMPLOYMENT – SALARIED EMPLOYEES

The Nak'azdli Band hereby agrees to hire \_\_\_\_\_, as an employee of the Band for the position of \_\_\_\_\_, to fulfill the responsibilities as detailed in the attached job description.

As an employee, you shall sign the attached job description to demonstrate your understanding of the job responsibilities assigned to you. Should any changes or additions occur to your job responsibilities, these shall be given to you in writing and shall be explained by your Supervisor. As an employee, you shall confirm your willingness to comply by signing the attached copy. As an employee, you shall also adhere to the Band's Policies and Procedures as outlined in the Band's Administration Manual.

Employment shall commence at 08:00 am on \_\_\_\_\_. The initial wage or salary for your position shall be \$ \_\_\_\_\_ per \_\_\_\_\_. Salaries shall be paid every second Friday from your employment commencement date. A salary review contingent on your performance evaluation and available funding shall take place upon completion of your Probationary Period.

You shall be on a Probation period for the first 3 months of your employment. At the end of this period, you shall receive a Performance Review evaluation. Based on a satisfactory level of performance and the budgetary appropriation for the position, your Supervisor shall notify you whether or not you have been promoted to permanent staff. If the results of the evaluation are unsatisfactory, the immediate Supervisor may recommend that you be placed on an extended 3-month probation period. An evaluation and salary review would then be conducted upon completion of this extended probation period. All permanent employees shall continue to receive performance evaluations annually.

Nak'azdli Band may terminate your employment without cause by providing you with the required amount of written notice or wages in lieu of written notice, plus \_\_\_\_\_

the required amount of severance pay, pursuant to the *Canada Labour Code*, R.S.C. 1985, c. L-2, as amended and as may be amended from time to time.

It is expressly agreed that all payments made under this section shall satisfy all outstanding obligations Nak'azdli Band may have towards you regarding notice, pay in lieu of notice, all wages and benefits, damages or monies of any kind whatsoever arising out of or related to your employment and termination from Nak'azdli Band, including any claims arising under statute or contract.

As a member of the Management team, you have authorities for cheque and purchase order authorization as set out by Band Council resolution in the amount of \$ \_\_\_\_\_.

This offer of employment form along with the attached job description and employee Code of Ethics must be signed by you and received by Nak'azdli Band Council no later than \_\_\_\_\_, of 20\_\_\_. Failure to receive a signed copy of this offer of employment and attached documents by the specified date shall constitute your refusal of this Offer of Employment.

The Nak'azdli Band Council and Employee hereby jointly agree to these terms.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Band Manager on Behalf of  
Nak'azdli Band Council

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

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

## APPENDIX SIX

### PER DIEM AND TRAVEL COSTS POLICY

Travel and Transportation costs will be reimbursed based on rates approved annually by Band Council Resolution.

#### Meals

Breakfast may be claimed if travel begins before 8:00 am

Lunch may be claimed if travel begins before 11:00 am or does not conclude until after 2:00 pm.

Dinner may be claimed if travel does not conclude until 7:00 pm

No receipts are required and the traveler will be responsible for any additional meal expenses.

#### Accommodations

Employees are eligible to claim for reasonable accommodation expenses, including private lodging with a friend or relative, based on regional and seasonal rates approved annually by Band Council Resolution. Based on weather conditions, accommodations may be provided at the discretion of the supervisor or Band Manager.

#### Mileage

Employees will be reimbursed at a rate approved annually by Band Council Resolution.

Employees required to regularly use their vehicles for work may be entitled to compensation monthly for fuel in the following manner.

Secretary required to pick up supplies and mail on a daily basis	- \$30.00
Homemakers who travel to client's homes	- \$30.00
Home & Community Care nurses	- \$50.00
Home Support Worker	- \$50.00

**APPENDIX SEVEN**

**PURCHASE ORDER AUTHORIZATION**

Purchase Order Authorization has been established as follows for fiscal years 2011/12 to 2012/13 or as revised by Band Council Resolution:

COO	\$10,000.00
Administrators/Managers	\$ 5,000.00

Unless otherwise stated in an employee's letter of offer, these amounts shall determine authorized spending limits of staff.

Authorization may be removed at the discretion of the Band Council.

Over \$10,000.00 and up to \$25,000.00 must be authorized by Chief.

Over \$25,000.00 requires Band Council authorization by way of Resolution.



## APPENDIX EIGHT

### NEW EMPLOYEE ORIENTATION CHECKLIST

Employee's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Check off items below as they are completed:

- \_\_\_ complete all necessary employment documentation for Administration and Finance.
- \_\_\_ Review the Band Office organizational chart:
  - \_\_\_ describe each department and their areas of responsibility.
  - \_\_\_ outline organizational lines of authority or chain of command.
- \_\_\_ Walk around the Band Office layout, print out location of Fire Exits, Fire Suppression Equipment, Evacuation locations, washrooms, kitchen/coffee room, copiers and FAX, mail.
- \_\_\_ Introduce new employee to other Band Office staff and briefly describe their function within the organization in relation to the organization chart.
- \_\_\_ Provide an overview of the Nak'azdli Employment Procedure and Policy Manual and with particular reference to key policies:
  - \_\_\_ Harassment
  - \_\_\_ Employee Health and Safety
  - \_\_\_ Employment Restrictions
  - \_\_\_ Hours of Work
  - \_\_\_ Breaks
  - \_\_\_ Smoking Areas
  - \_\_\_ Sick Days
  - \_\_\_ Holidays
  - \_\_\_ Overtime
  - \_\_\_ Probationary Period
  - \_\_\_ Dress Code
  - \_\_\_ Personal use of telephones and Band supplies and Equipment
  - \_\_\_ Confidentiality
  - \_\_\_ Conflict of Interest
  - \_\_\_ Corrective Action Process (CAP)
  - \_\_\_ First Aid
  - \_\_\_ Attendance/Punctuality
  - \_\_\_ Leaves of Absence
  - \_\_\_ Complaint procedures
  - \_\_\_ Vacations
  - \_\_\_ Performance Reviews
- \_\_\_ Review general administrative procedures:
  - \_\_\_ Time sheets
  - \_\_\_ Desk and file keys
  - \_\_\_ Bulletin Boards
  - \_\_\_ General office supplies
  - \_\_\_ In – Out Board
  - \_\_\_ Computer passwords
  - \_\_\_ Calendars/Schedules
  - \_\_\_ Telephone system
  - \_\_\_ Expense reports

**NEW EMPLOYEE ORIENTATION CHECKLIST Continued**

Check of items below as they are completed:

Department Level (Department Administrator or Manager)

- \_\_\_ Introduce to all Department Employees and brief as to the functions and responsibilities carried out by each employee.
- \_\_\_ Provide a briefing on the department's line of authority or chain of command.
- \_\_\_ An introduction to the department's office layout, including the new employee's designated workstation.
- \_\_\_ An introduction to the Department's Program Policies and Procedures.
- \_\_\_ Review regular meetings the employee is to attend and purpose.

Position Level (Department Administrator or Manager or Person in Charge)

- \_\_\_ A detailed briefing on the position's job description and performance review format – timing and nature of performance reviews.
- \_\_\_ Present and discuss initial job assignments and training plans.
- \_\_\_ Letter of introduction sent or personal visitation to outside organizations and agencies the employee will work with as way of introducing the new employee.

Other:

Sign Off: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_

New Employee's Signature: \_\_\_\_\_

Band Manager's Signature: \_\_\_\_\_