

OCHAPOWACE NATION

EMPLOYEE PERSONNEL POLICY

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1. CORE VALUES

WE ARE COMMITTED TO ACHIEVING A BALANCED SPIRITUAL, MENTAL, EMOTIONAL AND PHYSICAL LIFE THAT WILL ENABLE US TO ACHIEVE EXCELLENCE IN ALL OUR CUSTOMS AND TRADITIONS.

1. **INHERENT RIGHTS** we are committed to upholding our Inherent Rights as a sovereign nation including: our own government; self-sufficiency; implementation of our treaty rights; the revitalization of our languages, customs and practices.
2. **TRUSTWORTHY** we are committed to: serving and working with honesty and accountability to the people of Ochapowace.
3. **RESPECT LIFE** we are committed to: respecting our Elders, ourselves, our families and our community, our colleagues; equality of treatment and opportunity for all.
4. **QUALITY LIFE AND RELATIONSHIPS** we are committed to working together in a quality way including: family and community; teamwork and unity is essential; personal growth; being positive, healthy and energetic; by being loving, caring, sharing and supportive of one another; by being fair, open-minded, honourable and friendly.

2. PURPOSE OF THE EMPLOYEE PERSONNEL POLICY

1. The purpose of the Employee Personnel Policy is to establish and maintain a fair and uniform system for managing Human Resource matters; to comply with applicable employment laws; to post all job opportunities within a timely manner and to provide for the standards, terms, and conditions of employment with Ochapowace Nation in a clear and comprehensive manner.
2. The policies and guidelines outlined in this Policy may be amended from time to time by management, and if necessary, in consultation with the Administration and Finance committee. The Chief and Council will approve and ratify changes.
3. Employees wanting clarification on policies or procedures must consult their immediate supervisor or Human Resource Designate.
4. The Ochapowace Employee Personnel Policy is subject to all provision of the Federal Labour Standards.
5. This policy provides a guide for all employees of Ochapowace Nation, with exception of Kakisiwew School employees, who will have their own personnel policies identified

within the Ochapowace Indian Education Policy. The School Policy which will be consistent with the Ochapowace Nation Personnel Policy, where appropriate.

3. DEFINITIONS

3.1 In this policy, the following terms shall have the meanings hereinafter ascribed to them:

- a) “Abuse of Authority” means the improper use of the supervisor’s control that has the effect or purpose of unreasonably interfering with a person’s or groups’ status or performance or creating an intimidating or hostile work environment when such treatment abuses the power that one person holds over another;
- b) “Adoption” includes kinship care which emphasizes the support and care provided by the extended family;
- c) “Annual Leave” is synonymous with ‘Vacation Leave’ or ‘Holiday Pay’. Every employee is entitled to and shall be granted a vacation of at least three weeks with pay.
- d) “Benefits” includes employee remuneration (i.e., salary, wages and other type of monetary compensation), pension plan, group insurance plan and other benefits which may, from time to time, be provided to the employees;
- e) “Chief and Council” means the Chief and Council of Ochapowace Nation;
- f) “Employee” means a person who is in receipt of, or entitled to, any wages or salary for work performed for the employer but does not include independent contractors.
- g) “Employer” means Ochapowace Nation;
- h) “Grievance” (or appeal) is any condition of employment that the employee feels is unjust or inequitable, includes complaints related to disciplinary action and/or termination of employment that may have been taken against the employee.
- i) “Harassment” means unwelcome verbal or physical conduct that is related to the following grounds of discrimination prohibited by law: gender, sexual orientation, age, race, national or ethnic origin, color, religion, disability, marital status, family status, or conviction for which a pardon was granted. Harassment also includes abuse of authority;
- j) “Immediate Family” means mother, father, brother, sister, son, daughter, spouse (common law partner), grandmother, grandfather, grandchild and parent-in-law;
- k) “Indictable Offence” means an offence, which is punishable by indictment as defined in the Criminal Code of Canada or a hybrid offence for which the Crown has elected to proceed by indictment;

- l) “Lateral Transfer” means the transfer of an employee from one department to another department;
- m) “Layoff” means the discontinuation of employment due to budget restrictions or shortage of work, or a position that has become redundant;
- n) “Management” means the Director of Operations and Director of Administration and Finance;
- o) “Management Team” means the Director of Operations, the Director of Administration and Finance and the Program Managers;
- p) “Overtime” means time worked beyond a full-time employee’s normal scheduled working hours, i.e., eight (8) hours per day or forty (40) hours per week;
- q) “Private interests” means an employee’s personal and business interests and includes the personal and business interests of the employee’s spouse.
- r) “Relevant Legislation” means all legislation, federal, provincial, and/or Ochapowace Nation legislation that may apply to the operations of Ochapowace Nation.

3.2 Classification of Employees:

- a) “Probationary Employees” All newly hired employees will be on a probationary period of employment for three (3) months. In order to provide the probationary employee further opportunity to demonstrate competence, the probationary period may be extended an additional three (3) months by the recommendation of immediate supervisor to Director of Operations. During the probationary period, the employee shall have no recourse to the grievance procedure in case of dismissal.

Employees who are not on probation may be placed on probation as one step of progressive discipline. Note that, in the course of imposing discipline, the Director of Operations in consultation with the management team responsible for that employee may place an employee on probation for such time as deemed appropriate.

- b) “Full-Time Employees” An individual employed on a full-time continual basis, has successfully completed the probationary period and is working regular working hours.
- c) “Temporary” employee means a person hired whose term of employment is for a fixed period of time.
- d) “Part-Time Employee” Where an employee has been hired on a part-time basis, such employee may not be subject to the same conditions and benefits afforded to full-time employees. The terms, conditions and expectations of a part-time employee will be set out in writing at the time of commencement of their employment.

- e) “Casual Employees” Where an individual is called-in to work for a minimum of three (3) hours in a given day to cover for a regular employee or do an odd job, or on as-needed basis, in accordance to Labour Standards.
- f) “Contract Employee” Contract employees generally are hired for the specific purpose and term set out in their written contract. Remuneration and benefits, if any, will be set out in the written contract.
- g) “Management Employee” means the Director of Operations and the Director of Administration and Finance, including the role of Senior Manager and Senior Financial Officer according to the *Ochapowace Nation Financial Administration Law* (Sec 18).

4. RECRUITMENT AND HIRING

4.1 POLICY

- a) Preference may, at the discretion of the Employer, be given to qualified citizens of Ochapowace Nation, then to qualified citizens of other First Nations, then to other qualified candidates conditional upon the candidate meeting the job requirements and possessing necessary qualifications.
- b) Applicants will be considered based on the following (not in any particular order):
 - i. The academic qualifications and field experience of the applicant;
 - ii. The personal attributes and characteristics of the applicant;
 - iii. The references supplied by the applicant; and
 - iv. Any other competencies / qualifications as may be deemed relevant by the management team.
- c) All motions passed by the Chief and Council regarding employment terms and conditions shall be adhered to (such as drug testing, specific skills requirement).

4.2 ELIGIBILITY FOR EMPLOYMENT

- a) All positions with Ochapowace Nation require that successful applicants:
 - i. Must provide an acceptable criminal record check;
 - ii. Must provide a current, acceptable drug test (done within the last 2 week period) that is clear of illegal substances; the cost for such drug tests will be the employee’s responsibility, unless otherwise agreed to by the employer;
 - iii. Must provide an acceptable vulnerable sector check; the employer may require further information in regards to any of the required checks as stated above;
 - iv. Have a valid Canadian Social Insurance Number; and
 - v. Must have a contact phone number or an alternative phone number.
- b) Applicants will be asked to sign all required consents for such checks.

4.3 RECRUITMENT PROCEDURE

- a) When the Employer recruits for a position of employment, it will adhere to the following process:
 - i. The Employer will post a notice setting out the description of the position, the qualifications (i.e. education and/or experience) and reasonable particulars as to where applicants may apply;
 - ii. All notices shall be posted in designated public places in the community of Ochapowace Nation;
 - iii. Employment notices will be posted on Ochapowace website and also run concurrently in either newspapers, and/or other media sources as deemed appropriate; e.g., SaskJobs, First Nations Employment Center.
- b) Each notice posted or advertised shall advise of the following:
 - i. Only those selected for an interview will be contacted;
 - ii. For those applying for employment in a particular field of work, the qualifications will include those contained in the Work Force Qualifications as defined by the Standards governing the field;
 - iii. For those positions where travel is required, the successful applicants must have, at all times, a valid driver's license and a reliable means of transportation;
 - iv. Remuneration will be dependent upon the salary grid and budgetary guidelines of the Employer.

4.4 SCREENING PROCEDURE

- a) All screening will be based on the criteria outlined in the advertisement.
- b) Once the competition has closed for all non-management positions, the immediate supervisor, the Human Resource Designate, and the Director of Operations will screen all applicants and determine who will be interviewed.
- c) For all management positions, applicants will be screened by the Director of Operations, the Director of Administration and Finance, and Portfolio Holder;
- d) For the Director of Operations position, the selection and hiring practices will be carried out by the Chief and Council;
- e) In cases where applicants are an "immediate family" member, any member involved in the hiring process shall declare the conflict and be excused from participating in the screening and selection process.
- f) Only those selected for an interview will be contacted.

4.5 INTERVIEW PROCEDURE

- a) The selection committee will consist of a team determined by the Director of Operations, and Human Resource Designate with the inclusion and/or consultation of the Portfolio Holder;
- b) All interviews will include a formal question and answer procedure.
- c) The applicant deemed most qualified and suitable will normally be selected for the position, but the selection committee reserves the right to do otherwise in appropriate circumstances.
- d) In the case that the member of the selection committee is acting as a reference for an applicant, the selection committee will request an alternate reference.
- e) Notification will be made by the Human Resource Designate to all applicants as soon as the successful candidate has been determined.
- f) In the event that no successful candidate is selected or the selected candidate refuses the position or the parties are unable to reach an agreement on the terms and conditions respecting the employment; then under such circumstances, the Human Resource Designate will consult with the Management Team on the following options:
 - i. Re-open the position for competition;
 - ii. Cancel the employment competition; or
 - iii. Select, if available, an alternate applicant from the individuals interviewed to fill the position.

4.6 OFFER OF EMPLOYMENT

- a) The successful candidate will be notified by telephone. A Letter of Offer, with the terms and conditions of employment will be provided, that includes a timeframe for response. The letter of offer will include title, type of employment, start date and end date, if applicable, rate of pay, benefits (group/pension, leaves), travel, hours of work, probation period, immediate supervisor, payroll deductions (including pow-wow contribution), performance review, and acceptance of the Ochapowace Nation Employee Policy.
- b) Upon orientation, a new employee package will be provided.
- c) As a requirement of employment, employees shall sign a waiver form regarding the terms and conditions passed by a Chief and Council motion, such as contributions to the annual pow-wow.

5. ORIENTATION

- 5.1 All new employees will undergo mandatory orientation, within the first week of employment.

- 5.2 The orientation for employees will include review of the Ochapowace Nation Values, Vision and Mission Statement, New Employee Checklist, including Employee Personnel Policy and all other policies relevant to the position, and complete all necessary employment forms. A complete review of the job description will be conducted by the immediate supervisor and Human Resource Designate. Also included is a familiarization with office procedures, reviewing Employer files relevant to the program, and an introduction to staff in all departments, as per the New Employee Checklist. (*APPENDIX A*)
- 5.3 The Human Resources designate shall collect personal information for each employee on the Personal Information Form. (*APPENDIX B*)
- 5.4 Employees must release to Ochapowace Nation, any and all information which may be requested relative to past or present employment, and to provide copies of any and all records which may have concern to the Nation, as requested by the Release of Information letter. (*APPENDIX C*)

6. PROBATIONARY PERIOD OF EMPLOYMENT

- 6.1 All new employees are subject to a three (3) month probationary period. During this time, their suitability for ongoing employment will be assessed. Any employee who does not meet performance expectations or any other employment obligations will be subject to employment review and action, such as an extension of probation or termination of employment. (See definition of probationary employee under Part 3.1: Definitions)
- 6.2 Probationary employees are entitled to earn sick leave only.
- 6.3 If the new employee fails their probationary period or their employment is terminated for any reason during their probationary period, then the Management Team may, where applicable:
 - a) Re-open the position for competition;
 - b) Terminate the employment position; or
 - c) Select, if available, an alternate applicant from the individuals interviewed to fill the position.

7. EMPLOYEE CODE OF CONDUCT

- 7.1 POLICY
 - a) The Code of Conduct applies to all employees. The Code of Conduct shall reflect Ochapowace Nation values and provides a framework to guide ethical conduct, while at work and during non-working hours, in a way that upholds the integrity and reputation of Ochapowace.

- b) All employees are expected to share in preserving and enhancing Ochapowace Nation's image and reputation of integrity, credibility and honesty.
- c) All employees shall uphold the highest ethical standards when providing services to others (colleagues, community members, clients).
- d) All employees shall comply with the Code of Conduct and are expected to behave in a way that aligns with this Code. This Code of Conduct will serve as a guide and reference for employee behavior.

7.2 GUIDING PRINCIPLES

The fundamental principles of Ochapowace Code of Conduct can be summed up as honesty, integrity, transparency and a commitment to doing the right thing. These principles shall guide the behavior and decisions of employees:

- a) All employees will observe and comply with the laws, regulations, policies and guidelines of Ochapowace Nation and all applicable laws of Canada and of Saskatchewan and must not engage in any criminal activity;
- b) All employees shall faithfully and honestly fulfill their duties and adhere to the conditions of their employment;
- c) All employees shall work in a professional manner and to the best of their ability;
- d) All employees will provide services to community members and clients in accordance to their job description;
- e) All information is confidential and each employee must adhere to applicable legislation. In this regard, the employee acknowledges that he or she has read and understood the freedom of Information and Privacy Protection Act and will maintain confidentiality of all records and information pertaining to the employees and clients of Ochapowace. All employees are obligated to maintain this confidentiality even after the termination of their employment (see Section 43: Confidentiality Agreement);
- f) Each employee shall work cooperatively with all co-workers and shall work within the framework of a "team (see Section 16: Respectful Workplace)";
- g) No employee shall speak publicly of Ochapowace, Ochapowace operations and functions without the prior authorization and consent of the Chief and Council or the Director of Operations.
- h) Employees shall act with impartiality and integrity, and shall demonstrate respect and accountability;
- i) Employees shall not engage in any activity or conduct at any time (at work or during non-working hours) which may bring disrespect or discredit to the Ochapowace Nation, its Chief and Council, staff, administration or members.

- j) During office and non-office hours, employees' shall conduct him or herself in a manner which reflects the values, culture and traditions, and goals of Ochapowace and not discredit the integrity of Ochapowace;
- k) During working hours, all employees shall maintain a satisfactory professional standard of dress, cleanliness and appearance appropriate to their duties and be within compliance to the employee dress code (refer to Section 51: Dress Code);
- l) All employees shall refrain absolutely from the use of alcohol and non-prescription drugs during hours of employment. No employee shall use illegal drugs at any time;
- m) Employees must not use drugs or alcohol in a way that affects their performance and safety or the performance and safety of their colleagues, or that negatively impacts the reputation or operations of Ochapowace;
- n) All employees shall conduct themselves in such a manner as to portray positive role models for the community;
- o) Employees' conduct must contribute to a safe and healthy workplace that is free from discrimination, harassment or violence;
- p) Employees shall not engage in any activity, including any employment or work outside of their duties, which may impair the performance of their normal job duties with the Employer, which may constitute a conflict of interest or contradicts the vision, mission and values of Ochapowace;
- q) Employees have a responsibility to act in good faith and to place the interests of Ochapowace above their own private interests;
- r) Employees shall behave in a way that demonstrates that their behavior and actions are fair and reasonable in the circumstances;
- s) Employees shall not use work time to perform job duties of employment outside of Ochapowace (i.e., external contracts);
- t) Employees shall respect the property, equipment and assets of Ochapowace and not use for personal and other outside work;
- u) Employees must not use their status or position to influence or gain a benefit or advantage for themselves, their families, or others whom they have a significant personal or business relationship;
- v) Employees are expected to act fairly and ethically and know that they are able to raise concerns about a suspected breach by another employee to their supervisor, HR Designate, or a member of the Management Team without fear of reprisal.

7.3 PROCEDURE

- a) In accordance with this policy, the employee shall read, understand and agree to the terms and conditions of this Code of Conduct by signing a Code of Conduct form. (*APPENDIX D*)
- b) Employees are encouraged to report, in writing, a potential breach of this Code of Conduct by a colleague to their supervisor or Human Resources designate or a member of the Management Team. When reporting a potential breach in good faith and with reasonable grounds, employees shall be protected from retaliation for such reporting.
- c) Once a potential breach has been reported, the supervisor, the Human Resources designate and/or a member of the Management Team shall report to the Director of Operations who will review the circumstances and details of the potential breach and will contact the alleged employee to assess the situation. The alleged employee shall have the right to respond fully to the potential breach. The identity of the employee who reported the breach will not be disclosed unless required by law or in a legal proceeding. The decision may range from finding no potential breach to one that reveals suspected criminal conduct.
- d) Any conduct which may be considered unethical within the framework of this Code of Conduct will be construed as unethical conduct and will be dealt with according to Ochapowace Personnel Policy, and may be subject to discipline or termination.

8. HOURS OF WORK

8.1 POLICY

- a) Unless otherwise stipulated in an employment agreement between the employee and employer, the standard work day is 8:30 a.m. to 4:30 p.m. Monday to Friday inclusive; every second Friday (pay day) will be 8:30 a.m. to 3:00 p.m. The office will remain open during the lunch break. Clerical employees shall ensure that reception coverage is provided at all times.
- b) [11](#) Employees shall be allowed two fifteen minute paid rest periods per day, one in the morning and one in the afternoon, and one 30-minute paid lunch break.
- c) It is the employees' responsibility to take their lunch break between 12:00 p.m. and 12:30 p.m. Immediate supervisors will monitor lunch breaks and inform the Human Resource Designate and/or Director of Operations of any abuse of lunch break.
- d) The work week will be 40 hours.
- e) Overtime does not accumulate until after 80 hours of work in a bi-weekly time period, as per federal labour standards (refer to Section 13: Overtime).
- e) An exception to this is the staff at Kakisiwew School as per school policy.

8.2 OFFICE CLOSURES

- a) WEATHER CONDITIONS: At the discretion of the Director of Operations, the offices will be closed for extreme weather conditions as follows:

- i. Outside temperature at -40 Celsius; or
- ii. Wind chill temperature at -45 Celsius.
- iii. Extreme winter storms which cause dangerous travel, such as cold temperatures combined with heavy snow and wind or ice.

- b) FUNERALS: For funerals held in community, offices will be closed half day if the member is not an elder, Elder funerals will be closed a full day, to the public on the day of the funeral. However, it is not a day off for employees:

- ii. Those who wish to attend the funeral must request 'other' leave with pay; otherwise, employees must return to work.
- iii. Employees who do not attend the funeral and who want the day off must request annual leave and submit a Request for Leave form.

9. TARDINESS (Lateness)

9.1 POLICY

- a) Employees are expected to report to work on or before the stated starting time defined by the Employee Policy.
- b) Repeated tardiness is subject to disciplinary measures including, but not restricted to, termination of employment.

9.2 PROCEDURE

- a) If an employee expects to be late for work, he/she must provide notice to his or her immediate supervisor prior to the start of the work day by telephone or email; texts will not be accepted. If notice is provided by email, the employee must follow-up with a telephone call as soon as possible on the same day (no voicemail).

10. ABSENTEEISM

- 10.1 Employees are expected to attend work during their scheduled work days as defined by their Terms and Conditions of employment.

- 10.2 Repeated absence is subject to disciplinary measures.

- 10.3 Unexpected Absence: An employee must contact their immediate supervisor within thirty (30) minutes (minimum) prior to the start of the work day by telephone or email (not text or voicemail), If notice is provided by email, the employee must follow-up with a telephone call as soon as possible on the same day; they must complete the Leave Request Form upon return.

10.4 In the event an employee is unable to report to work due to illness:

- a) They shall notify their immediate Supervisor every day within one-half (1/2) hour of their scheduled start time.
- b) If the employee is sick for three (3) consecutive days, the employee shall provide to the employer, a doctor's note verifying the employee's illness.
- c) If the doctor note recommends that the employee not be at work, then the employee is not required to call in daily.

10.5 An employee who fails to meet the requirements outlined above shall be considered to be absent without leave and his/her pay shall be deducted to reflect such absence to a maximum of three (3) consecutive working days, at which time the employee will be deemed to have abandoned their job (refer to Section 20.1(d).iv).

10.6 Expected Absence: An employee who expects to be absent from work must follow the appropriate leave procedure.

11. TIME AND ATTENDANCE

11.1 POLICY

- a) Each employee is expected to be at his or her place of employment on or before the start of their work day.
- b) All employees are required to document their attendance/absence and whereabouts in the appropriate time sheets or by notifying administrative staff of their locations/schedule.
- c) Attendance at staff meetings, staff development and training workshops are mandatory. Any employee absent from any of these activities without permission from their Immediate Supervisor will be considered absent without approved leave and may be subject to disciplinary measures and will be responsible for repayment of costs associated with the function (paid on behalf of the employee such as registration fees, travel expenses). Appendix E form to be completed for each scheduled function.
- d) All hourly employees are paid according to their time card and time sheet which must be signed off by their immediate supervisor.

11.2 PROCEDURE:

- a) All employees are required to use the time clock to clock-in when they arrive at the start of the work day and clock-out when they have completed their work day.
- b) Office employees leaving the office for field work are required to complete an itinerary when they leave and indicate where they are going and their expected time

of return. Where an employee expects to be in the field before arriving at the office, they must have prior approval from their supervisor and inform administrative staff and complete an itinerary the day before of their whereabouts and expected time of return.

- c) In the event that the employee is unable to clock in or out due to inaccessibility to the time clock, they must have their immediate supervisor initial their time card and describe their reason on the time sheet.
- d) It is mandatory that all time cards, time sheets and any Leave Request Forms must be signed by their immediate supervisor, and handed into the Payroll Clerk on the Monday prior to pay day. Failure to submit these forms will result in delay of pay.
- e) **Time sheets must be thoroughly reviewed for accuracy and attach relevant leave forms signed by the immediate supervisor; unauthorized overtime hours and unauthorized leaves will not be honoured by the Employer.**
- f) An employee who provides false information on their attendance records may result in disciplinary action.
- g) All employees (permanent, casual, part-time, contractors, substitute teachers, hourly) will be paid on regular pay days.

12. ON-CALL DUTY

- 12.1 Employees must understand that the community which it serves may require twenty-four (24) hour services. Accordingly, employees may be required to work weekends, evenings or any other time outside of regular office hours when essential services are required.
- 12.2 Holidays are exempt from on-call duties, employees will be paid for work during the stat holidays. Any employees who are required to work on a holiday shall be paid at overtime rates for the hours they worked. This applies **only** to essential workers in **emergency situations** pre-approved by their immediate supervisor or the Director of Operations(Section 15.1c). Any other situations that are not emergencies will be taken as time in lieu.
- 12.3 In recognition of this requirement, compensation in the form of Time-in-Lieu (TIL) will be provided. (As outlined in Section 13.2b): Overtime).
- 12.4 The Employer may, from time to time, change the duration of or compensation payable for on call duty.

13. OVERTIME

13.1 POLICY

- a) Overtime is accumulated when an employee is required to work more than eighty (80) hours in a two-week pay period unless otherwise specified in the Terms of Employment;
- b) All overtime must be preapproved in writing by the immediate Supervisor and shall be subject to operational requirements; overtime will not be granted because an employee is unable to meet the regular demands of their job;
- c) Approved overtime will be accumulated at a rate of 1.5 times;
- d) It is the responsibility of the employee to ensure their overtime accumulated is utilized within the deadlines specified.

e) Overtime shall be kept to a minimum and not form a regular part of the work schedule, and should only be worked during special events or when imposed deadlines require that a task be completed in a relatively short time line, or in emergency situations;

f)

g) Travel outside the community to carry out Ochapowace business is not considered overtime, as travel time and travel arrangements are the employee's discretion.

13.2 PROCEDURE

- a) Requests for overtime must be submitted in writing, to their immediate Supervisor for approval. The request must include the reason and expected amount of overtime required. The employee must be able to provide reasonable explanation and documentation of their request;
- b) Overtime shall be paid as time-in-lieu (TIL) and must be taken within twenty (20) days or it shall be forfeited by the employee; any TIL carried over the 20 days must be pre-approved by the Human Resources Designate and the Director of Operations;
- c) Only forty (40) hours can be carried over to the next fiscal year;
- d) Under no circumstances will overtime pay be paid out to any employee, unless the Director of Operations determines to do so;
- e) When an employee resigns from their employment or if their employment is terminated, the employee is entitled to payment for any authorized, documented overtime not taken as of the last day of work;
- f) A written request for overtime must be submitted by the employee and pre-approved by the immediate supervisor.

14. FLEX TIME

14.1 POLICY

- a) Flex time is a variable work schedule that consists of working 40 hours per week (Monday to Sunday) and is approved by the supervisor.
- b) Flex time cannot be accumulated during the 40 hours required per week if:
 - i. Sick leave or any other type of leave has been used;
 - ii. The employee is attending any type of training, workshop, seminar, conference and/or educational programs.
- c) Flex time may be approved under the following conditions:
 - i. The use of flex time is subject to approval by their supervisor, and under no circumstances will the use flex time result in an employee working or being entitled to overtime;
 - ii. The employee shall perform all job duties at a satisfactory performance level;
 - iii. The employee's work schedule shall not interfere with normal interactions with his/her supervisor, co-workers, or clients;
 - iv. The employee's altered schedule shall not adversely affect other Ochapowace employees in the performance of their job duties;
 - v. The employee maintains accessibility to co-workers that work on Ochapowace's regular working schedule;
 - vi. The employee's paid leave will be earned and used in the same manner as agreed to, prior to this flexible work arrangement and shall be subject to all other applicable company leave policies;
 - vii. The employee maintains this agreed-upon work schedule;
 - viii. Flex time shall not include voluntary community service, such as coaching teams.
- d) Travel outside the community to carry out Ochapowace business is not considered flex time, as travel time and travel arrangements are at the employee's discretion.

14.2 PROCEDURE

- a) All flex time schedules must be pre-approved by the employee's immediate supervisor and reported to the Director of Operations and the Receptionist. The employee must be able to provide reasonable explanation and/or documentation of their request.

~~b)~~—Any act of non-compliance with regards to this agreement made by the employee may result in the modification or termination of the flexible work arrangement.

~~e)~~—

~~d)b)~~

15. HOLIDAYS (Statutory)

15.1 POLICY

- a) The Employer observes the following holidays:

STATUTORY HOLIDAYS:	NON STATUTORY HOLIDAYS
New Year's Day Family Day Good-Friday Victoria Day Canada Day First Monday in August Labour Day Thanksgiving Day Remembrance Day Christmas Day	Easter Monday Indian Government Day (April) Ochapowace Treaty Day (June) National Aboriginal Solidarity Day (June 21) First Nations Veteran's Day (November 12) Christmas Break (8 Business days)

If any of the above fall on a Saturday the holiday will be observed on the prior Friday; if any of the above fall on a Sunday the holiday will be observed on the following Monday. If the holiday falls on a day during the week, it will be observed on that particular day.

- b) Part-time, temporary and hourly employees who are normally scheduled to work on a day that is a mandatory holiday will be compensated at their regular rate for the hours on that holiday during which they would normally have worked.
- c) Any employees who are required to work on a holiday shall be paid at overtime rates for the hours they worked. This applies only to essential workers in emergency situations, approved by the Director of Operations (refer to Section 12.2 On-Call Duty).
- d) Hourly workers will receive compensation during a holiday and during the Christmas break, based on 40 hours per week.

16. RESPECTFUL WORKPLACE

- 16.1 Ochapowace Nation is committed to creating and maintaining a healthy, respectful, professional workplace and a safe environment which serves the needs of the community.
- 16.2 Ochapowace Nation prohibits acts or threats of violence. An employee, community member or visitor who commits a violent act, or threatens to commit a violent act, exhibits threatening behaviour, or engages in violent acts on Ochapowace property is subject to disciplinary action and/or civil or criminal prosecution as appropriate. They will be directed to leave the premises immediately and/or the RCMP will be notified.

- 16.3 Employees have the right to work in an environment that is free of all forms of discrimination, offensive behaviour and harassment. The Employees and Employer will not condone this type of behaviour in the workplace.
- 16.4 A respectful workplace is built on a foundation of very important principles: equality, accepting differences, and appreciating diversity. It is important to acknowledge that all persons have an equal right to work and make the best use of their abilities regardless of race, religion, national origin, or any other characteristics.
- 16.5 The Employer and supervisors have a legal obligation and responsibility to ensure employees are not exposed to any type of harassment or disrespect in the workplace.
- 16.6 The workplace includes, but not limited to, the physical work site, washrooms, training sessions, business travel, field locations, conferences, work-related social gatherings or any other place where the employee is required to be in service to the Employer.

17. HARASSMENT and ABUSE

17.1 POLICY

- a) This policy will identify behaviours that are unacceptable; it also identifies procedures for receiving and dealing with complaints. It applies to all Ochapowace Nation employees, Chief and Council, committee members, and contractors, community members and the general public.
- b) All employees of Ochapowace Nation are entitled to a working environment that is pleasant, professional and free of harassment. Harassment in the workplace is unacceptable and against the law. The Employer endeavours to provide a work environment that recognizes that each employee has the right to be treated fairly, with respect and without harassment. This policy is based on the characteristics set out in the Canadian Human Rights Act.
- c) The Employer will not tolerate nor condone any inappropriate or irresponsible conduct, including any form of behaviour that creates an intimidating, hostile, or offensive environment for work, through an abuse of authority or through the harassment of an individual or group. The Employer will make every reasonable effort to ensure that no employee is subject to harassment.
- d) Harassment is considered a serious infraction and committing any such infraction may subject an individual to disciplinary action, including possible termination for serious or repeated violations.
- e) This policy does not limit or constrain the Employer's right to manage the workplace. For example, work assignments, operational reviews, performance reviews, coaching and disciplinary measures taken by a manager or supervisor, in good faith for valid reasons, do not constitute harassment in the workplace - these

supervisory and management actions must remain respectful of the individual. This policy will not, under any circumstances, be used to impede the supervisory relationship, nor is it intended to inhibit normal social interaction in the workplace.

- f) Abuse, harassment or discrimination based on this policy will be subject to consequences up to and including termination and/or legal action. This applies to behaviour that occurs at the workplace or elsewhere in the course of employment responsibilities or working relationships, for example: Chief and Council office, Administration Office, buildings under Ochapowace jurisdiction, elsewhere in the course of work related responsibilities or relationships including social functions, travel, conference or training events, during email, telephone, written or other communications, i.e., social media, or any other activity approved by Ochapowace.
- g) All management personnel and staff are responsible to implement this policy and administrative procedures. All Ochapowace employees and others identified throughout this policy will be made aware of the Respectful Workplace policy.
- h) There is zero tolerance for sexual and physical abuse and harassment.
- i) Consequences for employees who have been found to have knowingly engaged or participated in the harassment of a co-worker will be subject to discipline which may include termination of employment, in accordance with relevant legislation, applicable policies and after appropriate consultation. Where criminal behaviour is alleged, an incident shall be reported to the appropriate policing body, and may be subject to be an offence against the criminal code.
- j) If an accusation is found to be untrue, the accuser will be terminated upon completion of the investigation.
- k) For more information refer to Canadian Human Rights Act; Canada Labour Code.

17.2 DEFINITIONS:

- a) **Personal Harassment** is defined as objectionable and unwanted behaviours that constitute a clear pattern of mistreatment that would reasonably be perceived to be severe enough to create a hostile, intimidating, or humiliating work or learning environment. Personal harassment can also constitute the abuse of an unequal institutional power relationship or misuse/abuse of authority.
- b) **Racial Harassment** refers to demeaning or discriminatory treatment of individuals or groups on the basis of their race such as personal threats, attacks and insults, and in the structure of social institutions and may be intended or unintended. It may be a result of activity or arrangements that set out to discriminate or harm, or may result from inadvertent action or ignorance. Examples include but are not limited to:
 - i. slurs, taunts, gestures, name-calling, innuendoes related to racial background;
 - ii. unwelcome teasing or jokes that are racially derogatory;
 - iii. displaying racially offensive or racially derogatory materials;

- iv. graffiti that is racially derogatory;
 - v. attitudes that are condescending or patronizing towards members of a particular racial group;
 - vi. reluctance/refusal to work with an employee because of racial background.
- c) **Sexual Harassment** is any unwelcome sexually-oriented conduct, comments, gestures or contact that creates a working or learning environment that is offensive, hostile, intimidating, threatening or demeaning. Both males and females may be subject to sexual harassment. Acts of sexual harassment can take many different forms. Examples include but are not limited to:
- i. explicit or indirect invitations to engage in sexual activity; leering, staring, or other sexually-oriented gestures;
 - ii. unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, age, marital status, sexual orientation;
 - iii. sexist jokes or innuendoes concerning sexual activity;
 - iv. requesting sexual favours;
 - v. the display of pornographic or lewd pictures or cartoons, either on internet, photos, texting, etc.
 - vi. unwelcome or continued physical contact including touching, patting or pinching, continuous inquiries or comments about someone's sex life;
 - vii. physical assault;
 - viii. inappropriate, lewd or sexually offensive written, graphic or behavioural displays on Employer property;
 - viii. inappropriate lewd or sexually offensive slogans or graphics displayed on clothing worn on Employer property or during work-related activities.
- d) **Physical Abuse** is defined as, but not limited to, the use of intentional force by another party involving physical contact intended to cause feelings of fear, pain or injury, suffering, bodily harm; physical abuse can also result in a non-accidental physical injury, including intentional assault and unreasonable punishment. Some examples include slapping, spitting, hitting, shaking, pushing/pulling.
- e) **Emotional Abuse** is defined as, but not limited to, an attack on an individual's self-esteem. Examples: name calling, threatening, ridiculing, berating, intimidating, isolating, hazing, bullying, habitual scapegoat and blaming. It also consists of the abusive, unfair, or demeaning treatment of a person or groups of persons that has the effect or purpose of unreasonably interfering with their status or performance or creating an intimidating or hostile working environment when:
- i. Such treatment abuses the power that one person holds over another, or misuses authority;
 - ii. Wilfully withholding necessary information that would prevent an employee from successfully completing a task and/or wilfully providing misinformation to cause the employee undue stress;
 - iii. Such treatment has the effect of offending or demeaning them on the basis of, but not limited to: race, color, ancestry, place or origin, nationality, religion, family or marital status, physical or mental disability, physical size or weight,

age, sex, sexual orientation, receipt of public assistance or a pardoned conviction.

- f) **Verbal Abuse** is defined as but not limited to humiliating remarks, name calling, swearing at, taunting, teasing, continual put downs and slander, including wilfully misinforming the public.

~~g)~~ **Psychological Abuse** is also referred to as 'emotional' or 'mental' abuse; it is characterized by a person subjecting another person to behaviour that may result in psychological trauma, including anxiety, depression or low self-esteem. It includes, but not limited to, communication of an abusive nature, sarcasm, exploitive behaviour, intimidation, manipulation and sensitivity to race, sexual reference, name calling, violent threats/words/gestures, or destruction of material belongings. The abuser is often associated with power imbalance and bullying.

~~h)g)~~

- ~~h)~~ **Neglect** is defined as but not limited to any behaviour that leads to a failure to provide services which are necessary such as withdrawing basic necessities as forms of punishment, failing to assess and respond to changes in health status and refusing or withdrawing physical or emotional support.

17.3 PROCEDURE

Complaint Procedure:

- a) If an individual feels that he/she has been subject to abuse, harassment or discrimination, the following procedure will help to ensure the matter is dealt with quickly and confidentially. It is recommended that the complainant proceed through the stages in the given order; however, it is understood that the complainant may proceed directly to any stage at any time.
- b) If a complaint involves sexual and/or physical abuse, the matter will be dealt with in accordance to the Employee Personnel Policy and the RCMP will be contacted immediately.
- c) An Advisor (an advisor may be the Human Resource designate, an Elder, or the Director of Operations) may be used to facilitate and monitor the stages of complaint. The Advisor will bring both parties together in order to reach a mutual acceptable resolution.
- d) If necessary, mediation may be used at any time during the complaint process. A Mediator may be a trained and an impartial mediator or an Elder of the community.
- e) At the discretion of the Director of Operations, in the case of the sexual harassment, immediate suspension with pay for both individuals may be implemented during the investigation. If an accusation is found to be untrue, the accuser will be terminated upon completion of the investigation.

- f) Confidentiality shall be maintained throughout all stages of the complaint. The Employer will not disclose the name of a complainant or an alleged harasser or the circumstances related to the complaint to any person except where disclosure is necessary for the purpose of investigating the complaint or taking corrective action with respect to the complaint or as required by law.
- g) Stages to follow to address all complaints:

Stage 1 (Informal)

- i. Individuals who experience or perceive prohibited behaviour are strongly encouraged to take direct and prompt action by communication (in person or in writing) with the respondent to inform the person clearly and directly that the behaviour is unwelcome and must stop.
- ii. Persons using this process should keep a record of all the incidents and the way in which they were handled, to help with accurate recollection of events at a later date, if needed.

Stage 2 (Formal)

- iii. If the informal process does not resolve the issue, or if the complainant wishes to bypass Stage 1, a formal written complaint must be submitted to the Director of Operations (or Human Resource designate).
- iv. When appropriate (i.e., a single, spoken exchange between two employees), the Director of Operations may attempt to resolve the complaint through discussions with the parties. If not successful, the matter will be investigated.

Stage 3 (Investigation)

- v. The Human Resource designate or assigned investigator will interview the complainant, accept any written statement the complainant wishes to provide, and document the interview. Copies of these documents will be given to the respondent who will be invited to respond either face to face or in writing. This response will be conveyed back to the complainant for reaction.
- vi. The investigator will re-interview the complainant and respondent as necessary, interview other persons and gather necessary materials to complete the investigation, and will produce a factual report about the complaint to the Director of Operations with copies to the complainant and the respondent.
- vii. Both the Complainant and the respondent may be accompanied by an observer/representative during any meeting or interview and must disclose before the interview/meeting the names of the individual to the Director of Operation or the investigator. Any such observer/representative must be an employee of Ochapowace who is neutral or unbiased to both parties, and/or at the discretion of the Director of Operations.
- viii. If possible, investigations should be finalized within 60 calendar days after receiving a complaint, and the Director of Operations may extend the time line where circumstances warrant. The parties may wish to make additional

comments on the report, and if so, they should do so within 5 days so that the Director of Operations can determine appropriate action in a timely way. Time lines may vary depending on the time lines in Employee Policy (if grievance is involved) – check grievance time line.

- ix. A complainant may request to discontinue the process at any time. This does not apply where policing agencies are also involved, and the time lines must accommodate the activity.

Steps to deal with offending employee:

- g) Accusation: Once an accusation has been brought to the attention of the Director of Operations and the HR designate, the offending employee will be suspended with pay until the matter is fully investigated by the Director of Operations or in serious harassment/abuses, by the RCMP or until a charge of harassment or abuse are brought against the offender.
- h) Indictment: If charges are brought against the offending employee, the offending employee will be immediately suspended without pay until the verdict is rendered.
- i) The Verdict: If the outcome of the charges being laid, upon the offender is a conviction or sexual/ physical abuse or harassment, it may result in termination of employment.

17.4 REPORTING AND CONCLUSION

- a) Upon conclusion of the investigation and disciplinary action (if any), documentation will be given to the respondent and shall be kept in the respective personnel files.
- b) All complaints of harassment or discrimination will be kept in strict confidence, except as required to investigate and respond to the complaint.
- c) All records of complaints, including contents of meetings, interview results of investigations and other relevant materials will be kept secure under this policy.
- d) Either party has the right of appeal as per Section 18: Grievances and Appeals.

18. GRIEVANCES and APPEALS

18.1 POLICY

- a) A complaint is defined as any condition of employment an employee feels is unjust or inequitable; excludes those that relate to discipline or termination.
- b) Every effort shall be made to resolve complaints through discussion before a written grievance is initiated.

- c) Employees are required to follow proper organizational channels (go to the immediate supervisor first) when filing an appeal or grievance.
- d) For Employee Performance Evaluation appeals, refer to Section 28.3.

18.2 PROCEDURE

- a) Step 1: The process begins by the employee clearly expressing in writing, the nature of their complaint to their immediate supervisor. The employee must state what policy, standard or legislation they feel is not being followed or requires clarification. The employee and immediate supervisor will then meet to resolve the issue; a written response will be provided to the employee within one (1) week.
- b) Step 2: In the event that there is no resolution in Step 1, the employee may proceed with filing a formal grievance as follows:
 - i. Within two weeks after meeting with the immediate supervisor, the employee shall provide a notice in writing identifying the nature of the grievance including a copy of the original complaint to the Director of Operations;
 - ii. The Director of Operations shall sign and date the grievance;
 - iii. The Director of Operations and the employee shall each retain at least one signed copy of the grievance;
 - iv. Within twenty (20) working days of the grievance being received, the Director of Operations shall convene a meeting with the employee and try to reach a solution to the grievance;
 - v. If a solution is reached, the solution shall be provided in writing and signed by the employee and the Director of Operations; the Director of Operations and the employee shall each retain a copy of the solution;
 - vi. If a solution is not reached with the Director of Operations, and the immediate supervisor, the Director of Operations forwards the complaint and a report to the Chief and Council for a final decision.
- c) In the event that the complaint or grievance arises from a decision by, or is in regard to, the Director of Operations:
 - i. The employee would direct the written complaint or grievance to the Chief and Council;
 - ii. The Chief and Council would meet with the Director of Operations to discuss the grievance and meet with the complainant;
 - iii. The Chief and Council will respond according to the appropriate policy; in the event there is no policy relevant to the grievance, Chief and Council decision will be final.

19. EMPLOYEE ASSISTANCE PROGRAM

19.1 POLICY

- a) The Employer recognizes the impact of internal and external stressors on employees, and shares a mutual concern and responsibility for their health and welfare. The Employer accepts that problems are most successfully resolved when assistance is sought on a voluntary basis.
- b) Employees shall be entitled to access any employee assistance programming as may be available under the Ochapowace Nation group insurance plan and Ochapowace Human Services (Health) programs.
- c) Employees may utilize their leave entitlements or take leave without pay, if necessary.

19.2 PROCEDURE

- a) The Employer will provide all eligible employees with access to confidential, professional counselling to assist them to overcome a wide range of personal problems which have, or could have, an effect on work performance, or personal well-being.
- b) The programs are completely voluntary and designed to allow employees to seek help on their own.
- c) A record of employee assistance and/or offers of assistance will be kept on the employee's personnel file.

20. DISCIPLINE, SUSPENSION AND TERMINATION

20.1 POLICY

- a) The objective of employee disciplinary action and reprimand is to correct the employees conduct provided the circumstances warrant such corrective measures.
- b) The existence of any one or more of the conditions listed below may result in disciplinary action, in the discretion of the employer. The discipline to which the employee is subject to may include progressive discipline, a period of probation, suspension or termination. The severity of discipline will be determined by the employer based on the circumstances of each particular situation.
- c) DISCIPLINE, SUSPENSION: Some conditions which may lead to discipline or suspension include, but are not limited to:
 - i. Absence from employment without permission;
 - ii. Repeated tardiness (3 or more instances);
 - iii. Harming or damaging the employer's equipment through negligence/misuse;
 - iv. Failure to treat co-workers, clients and business associates in a reasonable and courteous basis;
 - v. Unsatisfactory job performance;

- vi. Incompetence and/or poor job performance, as indicated by performance review;
 - vii. Disregard for the Employee Code of Conduct Policy;
 - viii. Violation of the Employee's Confidentiality Agreement and the Internet and Electronic Communication Usage Policy;
 - ix. Insubordination which is an employees' wilful disregard for a supervisor's direct request in correlation to the job description;
 - x. Failure to maintain the required conditions of employment (such as valid driver's license, reliable vehicle, required auto insurance, clear criminal record/child abuse registry, cellular telephone). It is the responsibility of the employee to inform the employer of any changes with these conditions of employment;
 - xi. Obtaining employment with the employer on the basis of false documentation and representation (i.e., Teacher's Certificate, training, certification, education, experience);
 - xii. Theft of any property of the employer, its employees or its clients irrespective of whether such act results in a criminal conviction; Committing theft could also be subject RCMP investigation and conviction.
 - xiii. Fraudulent activities, including making false travel and expense claims, excessive write-offs of accounts receivable, unexplained cash discrepancies, complaints from vendors about payments, voided/destroyed/missing checks, unpaid salary advances, unpaid moneys advanced and/or mismanagement of funds for projects/events, collecting of moneys on behalf of Ochapowace. Committing fraud could also be subject RCMP investigation and conviction.
 - xiv. Intentionally permitting another individual to breach policies, including false entries in books and records;
 - xv. Being under the influence of alcohol or misuse of non-prescription and/or prescription drugs during working hours;
 - xvi. Removal of confidential materials and/or employee records;
 - xvii. Making false statements / entries on employer / employee records or reports;
 - xviii. Failure to declare any conflict of interest;
 - xix. Failure to report any conflict with another employee or community member which results in unfair treatment or service;
 - xx. Speaking to the press/media without permission;
 - xxi. Failing to provide services according to legislation, agreements and standards/policy;
 - xxii. Unwilling to work cooperatively with other employees;
 - xxiii. Other possible actions not listed here, at the discretion of the Director of Operations.
 - xxiv. Being charged and/or convicted of an indictable offence.
- d) **TERMINATION:** Some conditions which may lead to termination include, but are not limited to:
- i. Accumulation of three (3) reprimands (verbal, written, suspension);
 - ii. Accumulation of two (2) or more suspensions;
 - iii. Accumulation of three (3) absenteeism without approval or notification;
 - iv. Job abandonment, any unexplained absence of three (3) working days or more;

- v. Theft or fraudulent conduct (at the discretion of the Employer and confirmed by evidence by the Employer and/or by the RCMP);
- vi. Violation of the employee's Confidentiality Agreement;
- vii. Being charged and/or convicted of an indictable offence;
- viii. Committing an assault upon any person regardless of whether such assault results in a criminal conviction;
- ix. Conspiring against Ochapowace Administration or Chief and Council;
- ~~x.~~ Any other acts which would be recognized in law as justifying termination of the employee for cause.

~~xix.~~

20.2 PROCEDURE

- a) Upon notification written or verbal, it is the responsibility of the Program Manager or Director of Operations to investigate the allegation.
- b) In most circumstances the sequence of discipline will be progressive; however, dependant on the type of conduct of the employee and the employee's previous discipline record, suspension or termination may be immediate. The immediate supervisor will work in conjunction with the Human Resource designate to carry out this process. Disciplinary documentation will remain on the employee file.
- c) Progressive discipline options include the following:
 - i. Verbal warning (documented);
 - ii. Written warning;
 - iii. Suspension with or without pay (determination shall be at the recommendation of the Human Resource designate and/or at the discretion of the Director of Operations);
 - iv. Termination of employment (determination shall be at the recommendation of the HR designate and/or at the discretion of the Director of Operations).
- d) Prior to terminations consultation and approval must occur with the Human Resource designate and the Director of Operations. Chief and Council and Program Managers will be informed of all terminations prior to termination.
- e) The Director of Operations may offer treatment and/or counselling to address the issues of concern as an alternative to discipline. In the event an employee refuses, he/she may be subject to discipline in the normal course.
- f) Upon termination of employment, the final salary cheque and Record of Employment will be issued within 7 calendar days of the last day on payroll, or as soon thereafter as all financial and material obligations of the employee to Ochapowace are satisfied. Such obligations may include, but not limited to, the return of all keys, computers, laptops and other equipment, reimbursements for goods, services and outstanding travel, expenses or salary advances.

- g) Employees terminated for serious offences against the Employer and the Nation (under the criminal code) shall not be allowed employment, as per customary law of Ochapowace Nation.
- h) The discipline of the Director of Operations shall be carried out by the Chief and Council, according to this policy.

20.3 BURDEN OF PROOF

- a) In cases of reprimands, suspensions and terminations, the burden of proof of just cause shall rest with the Employer.
- b) An employee shall not be immune from future progressive discipline due solely to the fact that he/she had grieved an earlier discipline and such grievance was not resolved by the time that the second grievance was filed.

20.4 APPEAL PROCESS

- a) Employees have the right of appeal as per Section 18: Grievance and Appeals.

21. RESIGNATION

21.1 POLICY

- a) When an employee resigns from his or her position, they must provide their Supervisor and Human Resources with the minimum notice as set out below.
 - i) Probationary employees must provide two (2) weeks written notice; they may resign at any time during their probationary period without penalty;
 - ii) Contract employees shall comply with the notice provisions contained within their contracts;
 - iii) Employees are required to give a minimum of two (2) weeks written notice;
 - iv) There will be no severance payment to employees who have resigned voluntarily.

21.1 PROCEDURE

- a) It is expected that the employee will complete all necessary job duties and assignments as directed by the Supervisor prior to their departure.
- b) An employee who fails to give notice (as stated above) is no longer entitled to their salary effective the date he/she absents himself/herself without leave.

22. RETIREMENT and RETIREMENT ALLOWANCE

22.1 POLICY

- a) For employees who have retired after five (5) years of consecutive service will receive a retirement allowance consisting of one hundred dollars (\$100) for every one (1) year of service to be paid from their department's budget.
- b) An employee must provide two (2) months' written notice of their intention to retire.
- c) Employees must be 55 years or older.
- d) Employees who have received a retirement allowance for their years of service are no longer entitled to future employment with Ochapowace Nation or another retirement allowance.

22.1 PROCEDURE

- a) It is expected that the employee will complete all necessary job duties and assignments as directed by the Supervisor prior to their departure.
- b) An employee must provide proof of retirement.
- c) The Retirement Allowance payment will be made after receiving proof of retirement.

23. PAYMENT TO ESTATES OF DECEASED EMPLOYEES

23.1 POLICY

- a) When an employee has died, Ochapowace will release to the spouse or dependent(s) as specified by the employee on the Personal Information sheet, the employee's salary entitlement with required deductions, up to the date of death.
- b) The final salary will be made payable to the estate of the deceased employee.

24. LAYOFFS

24.1 POLICY

- a. This policy is intended to provide direction in the event of a necessary layoff, temporary or indefinite. Ochapowace Nation strives to ensure success within the organization at all times and will meet all legal obligations specific to all situations at hand. In the event that a layoff is necessary, the policy and procedures will be as follows:
 - i. Notice of layoffs;
 - ii. Procedure for recall from temporary layoffs;
 - iii. Rational for determining layoffs.

b. LAYOFFS

In the event that economic forces impede Ochapowace ability to continue specific operations, streamlining of operations and/or a re-organization of staffing may be required for layoffs, temporary layoffs, or indefinite layoffs:

- i. Ochapowace will provide one (1) month notice of layoffs or position abolishment to ensure that employees are aware of any pending changes to their employment. Employees shall be paid in lieu of notice if such notice is not given.
- ii. Written notices of layoff will be delivered to the employee by their immediate supervisor, or Human Resources designate to ensure reception. If a notice cannot be delivered, it will be mailed to their residence.
- iii. Notice of layoff will include information pertaining to the effective date of layoff, date of final paycheck, and accrued vacation pay that is owed to the employee. In the case of temporary layoff, the notice will include expected date of return.
- iv. Temporary layoffs may be necessary for re-organization of operations and employees may expect that their employment will resume in the near future. Employees who are issued a Notice of Temporary Layoff should make arrangements through the payroll office to either continue or discontinue payments for group benefits/pension.

c. PROCEDURES FOR RECALL FROM TEMPORARY LAYOFF

- i. Notification of recall shall be made by phone and/or registered mail to the last contact information on file. It will be the responsibility of the employee to notify Ochapowace in writing, or any changes to their address or phone number during such periods of layoff.
- ii. Employees who are recalled to work from layoff in excess of three (3) months will be required to provide a CPIC and drug-free status;
- iii. Employees on temporary layoffs may also be offered for recall into temporary positions (e.g., casual). Employees will have the option of accepting or declining this temporary opportunity and will remain on the layoff list with no negative consequences;

d. RATIONALE FOR DETERMINING LAYOFFS

Conditions may make it necessary to reduce the number of employees at Ochapowace Nation. When a work reduction is required, the procedures outlined below will be followed:

- i. Lay off of employees will be by management discretion;
- ii. The Human Resource designate, the Program Manager, the Director of Operations and the Director of Finance and Administration, along with the

Portfolio Councillor will work together to determine the number of positions which may need to be laid off.

- iii. The layoff will first consider employees with the least amount of seniority, such as probationary employees, students, contractors and temporary employees. In the event that the least senior employee has the specialized skills necessary for the job/task, they may be retained and the senior person be placed on layoff.

25. LATERAL TRANSFERS

25.1 POLICY

- a) Lateral transfer means the movement of an employee from one position to another position within Ochapowace, which may include the same salary range. It is moving the employee from one department or position to another department or position, where the salary, status and responsibilities may or may not be the same, depending on the position;
- b) Lateral transfers may be used to build up a more satisfactory work team and to increase the effectiveness of Ochapowace Nation organization;
- ~~e)~~ In the event an employee is required to/or is granted a request to a lateral transfer, the employee will maintain the current rate of pay and years of service;
- ~~c)~~ The Chief and Council must be informed prior to all lateral transfers.

25.2 PROCEDURE

- a) The two departments involved, with the support of the Human Resources designate, are responsible for advising the Director of Operations;
- b) Transfer dates should provide one month's notice to departments and to the employee;
- c) The type of transfer should be specifically clarified, including the conditions under which these will be made;
- d) All documentations regarding lateral transfers will be in writing and communicated to all involved.

26. SECONDMENTS

26.1 POLICY

- a) Secondment means the temporary transfer to another job or position within another Ochapowace department, organization or company either under Ochapowace or an outside organization.
- b) Secondments are temporary lateral movements of an employee to perform the functions of a position that already exists or to take on a special project.
- c) In the event an employee is required to or is granted a request for secondment within the organization, the employee will retain relevant entitlements during the secondment period, such as leaves, rate of pay and years of service. The seconding department will be responsible for the salary during the secondment period.
- d) In the event an employee is required to or is granted a request for secondment to an outside organization, the employee will be granted leave without pay, will not accumulate leave entitlements during the secondment period, and will not lose current rate of pay and years of service and leave entitlements upon return.
- e) Secondments may be used for career development, to gain more knowledge and experience and to strengthen the capacity of the organization;

26.2 PROCEDURE

- a) A written agreement (contract) is to be done between all parties, which specifies the period of the secondment and any conditions of employment.
- ~~b) b)~~ The Chief and Council must be informed prior to any demotions.

27. DEMOTIONS

27.1 POLICY

- a) A demotion means an employee can be reassigned to a position with a salary range that is lower than the salary range of the former position.
- ~~b) c)~~ A demotion may occur when:
 - i. An employee is assigned to a position that requires performing work that is significantly decreased in complexity or responsibility;
 - ii. An employee is unable to perform satisfactorily in the higher-level position;
 - iii. As a result of disciplinary action;
 - iv. As a result of a re-organization.

27.2 PROCEDURE

- a) All demotions must be recommended by the supervisor, the Human Resources designate and the Director of Operations;
- b) All demotions must be approved by the Director of Operations.
- c) If the request is from the employee, a formal written request is required;
- d) The departments involved must ensure there are valid budgets and/or positions;
- e) The Chief and Council must be informed prior to any demotions.
- f) The employee will be given a three (3) month probationary period in the position to ensure the employee is qualified and can meet the minimum performance standards.

28. PERFORMANCE EVALUATIONS

28.1 POLICY

- a) The employer will conduct probationary and annual evaluations of the job performance of each employee to determine continued employment.
- b) Probationary employees shall have their performance evaluation conducted prior to the expiration of their probationary period. (For more information on probationary employees, refer to Section 6).
- c) Regular employees shall have their performance evaluations conducted annually.
- d) A successful performance evaluation may result in a salary increase as per the Ochapowace Nation salary grid, according to the budget approved by Chief and Council, and recommended by the Director of Operations.
- e) Performance evaluations cannot be conducted by supervisor if the employee is an immediate family member.
- f) Employees who receive an unsuccessful performance evaluation will not be entitled to a salary increase.
- g) Performance evaluations are confidential and shall be made available only to:
 - i. The Director of Operations;
 - ii. the immediate Supervisor;
 - iii. the Employee and
 - iv. Personnel File.

28.2 PROCEDURE

1. The performance evaluation of each employee shall be completed by the immediate supervisor and then reviewed with the employee.
2. Each party signs the document and the supervisor submits it to the Director of Operations or Human Resource designate for filing.
- ~~3.~~ The performance evaluation of the Director of Operations shall be conducted and completed by the Chief and Council.
- ~~4.~~

~~5.3.~~

28.3 APPEAL PROCESS (Performance Evaluation)

It is the intention of Ochapowace Nation to try to resolve employee grievances regarding their performance evaluation in order to promote a harmonious working environment. All appeals will be handled fairly and equitably.

Following the Performance Evaluation presentation to the employee, the employee's oral appeal shall be made within a period of five (5) working days; and following the oral appeal process, the employee has fourteen (14) calendar days for the written appeal. Failure by any employee to comply with the time limits shall constitute a waiver of the appeal process regarding Performance Evaluations.

Step One:

- a) Within five (5) working days, the employee will present their appeal orally to their immediate supervisor; the supervisor shall make every effort to resolve the appeal. If resolved at this stage, the action taken shall be written out by the immediate supervisor, signed by the employee and the supervisor and the signed Performance Evaluation and action taken will be placed on the employee's personnel file.

Step Two:

- b) If Step One does not resolve the issue(s), the employee must submit within fourteen (14) calendar days, his/her performance evaluation and written appeal request to the Director of Operations for review (with or without the required signatures on the evaluation form). The Director of Operations will consult with both the employee and the immediate supervisor.
- c) The immediate supervisor shall be accessible to answer their employee's questions and resolve work problems in a cooperative fashion. The Supervisor shall make every effort to resolve the complaint at this stage.
- d) Final comments and recommendations will be done by the Director of Operations and provided to the employee, immediate supervisor and the signed

Performance Evaluation and action taken will be placed in the employee's personnel file.

Step Three:

- e) If the issue/complaint is not resolved at Step Two, the employee shall submit a written summary of the appeal to the Director of Operations, or if the appeal is from the Director of Operations, the Council shall designate an individual(s) (for example, an Elder and/or Council Designate) to process and investigate the appeal;
 - f) The written appeal shall contain:
 - i. The name and address of the employee;
 - ii. Full particulars of the matters in dispute;
 - iii. A description of all material facts and documents for which the employee intends to rely upon in advancing the appeal.
 - g) The Director of Operations (or Council designate) shall investigate the appeal and review all documents, interview the employee and immediate supervisor and take any other actions they deem necessary in order to ascertain the facts, within ten (10) working days of when the Step Three process began;
 - h) Upon completion of their investigation, the Director of Operations or Council Designate shall meet with the Supervisor and employee at this time to resolve the issue. A written report of action to be taken shall be placed on the employee's personnel file.
- ~~i) If the appeal is not resolved, the Council designate shall present the appeal to the Chief and Council for final decision, within ten (10) working days.~~

~~ii)~~

29. PROFESSIONAL DEVELOPMENT

29.1 POLICY

- a) Ochapowace recognizes that the professional development of employees is an important part of the employee's growth and career development, and supports the employee's attendance at workshops, seminars, conferences and training courses;
- b) Professional development is attending conferences, workshops, short-term course or seminar, which are related to the employment duties of the employee.

- c) All employees are encouraged to take every reasonable opportunity to expand and maintain their knowledge base. Attendance at such training opportunities may be recommended by the immediate supervisors when preparing employee performance evaluations.
- d) Director of Operations will approve all professional development, at their discretion.
- e) In determining eligibility for training/workshops the following shall be considered:
 - i. Performance evaluation;
 - ii. Attendance;
 - iii. Seniority;
 - iv. Relevance of training/workshop to the employees position;
 - v. Cost, time, length of training and location of training;
 - vi. History of past training;
 - vii. Professional development budget within the program.
- f) At the discretion of the immediate supervisor, some professional development may be deemed a 'requirement' of continued employment, and it will be mandatory for the employee to attend, based on the performance evaluation.

29.2 PROCEDURE

- a) An employee who wishes to attend a conference, workshop, short-term course or seminar shall submit a written request and rationale, along with the itinerary and registration form to their immediate supervisor. This information must be submitted no later than two (2) weeks prior to the registration deadline.
- b) A 'Request for Leave' form must be signed by the immediate supervisor and submitted to the HR designate for processing.
- c) If the supervisor grants the request to attend such professional development opportunity, the employer may accept responsibility for the registration fees, accommodation, travel and meals. If the employee does not successfully complete the professional development opportunity, they will be required to reimburse the employer for all costs. (*APPENDIX E*)
- d) A professional development report must be submitted to the immediate supervisor and the Director of Operations within one (1) week after the training is completed.
- e) Professional development will be limited to 2 per year; 1 chosen by the employee and 1 directed by the employer (at the discretion of the employer).

30. SALARY INCREMENTS

30.1 POLICY

- a) All salary increments shall be:
 - i. Based on the employer salary scale reviewed from time to time by the employer;
 - ii. Subject to the employee receiving a satisfactory performance evaluation in accordance with Section 28: Performance Evaluations;
 - iii. Subject to availability of funds.

30.2 PROCEDURE

- a) Upon the completion of a satisfactory performance evaluation and all parties' signatures, the supervisor will forward the signed recommendations for the increment adjustment for approval to the Director of Operations.
- b) Increments may be retroactive based on financial recommendations, and date to be determined and recommended by the Director of Operations and the Director of Finance and Administration.

30.3 ACCEPTING HONORARIUMS/PER DIEMS/ TRAVEL EXPENSES

- a) Outside sources, work-related meetings - Employees shall not accept remuneration for work related to their positions. In the event that remuneration is provided, if accepted by the employee, the cheque shall be delivered to the Employer. The employee acknowledges that any remuneration or honorarium accepted by the employee in the course of representing the Employer in the property of the Employer.
- b) In the event an employee attends a meeting, during work hours and will be provided a per diem from an outside source, the employee has the option to take annual leave.
- c) Employees who attend meetings related to their jobs (e.g., committee meetings), as an employee, the time is considered overtime and may be taken as time in lieu.
- d) Employees, whose travel expenses will be reimbursed as a later date, may make a travel claim from the Employer providing the reimbursement is returned to the Employer; the employee must instruct the outside source to mail it directly to the Employer.
- e) Employees, who receive travel expenses upon attendance to a meeting from an outside source, shall not make a travel claim from the Employer.
- f) Employees, whose travel expenses will be reimbursed at a later date, may make a travel claim from the Employer providing the reimbursement is returned to the Employer; the employee must instruct the outside source to mail it directly to the Employer.

- g) It is a conflict of interest for an employee to accept remuneration while receiving a salary.

31. EMPLOYEE COMPENSATION & BENEFITS

- 31.1 “Compensation” means both direct and indirect forms of compensation and shall include base salary and employee benefits;
- 31.2 All employees, including full-time, part-time, casual, on-call, temporary, shall be paid bi-weekly; supervisor signed time sheets and leave forms must be provided to Payrolls and Benefits Clerk prior to the processing of payroll;
- 31.3 All employees, including full-time, part-time, casual, on-call, temporary, shall be deducted Employment Insurance (EI) off their wages;
- 31.4 Employee compensation policy may, from time to time, be changed by management to ensure compliance with all applicable Federal labour laws;
- 31.5 Upon commencing employment with Ochapowace Nation, employees will be immediately enrolled in the Group Benefits Plan and Pension Plan;
- 31.6 Employees must meet the minimum requirements to qualify for the group benefits plan (25 hours per week);
- 31.7 Employees who do not meet the minimum requirements and who are not eligible for group benefits and pension plan will be informed via letter upon commencement;
- 31.8 Employees who are re-hired within six (6) months of dissolution of employment, will be re-instated automatically, without having to re-enroll in the group benefits and pension plans;
- 31.9 Group Benefits shall include life insurance, accidental death and dismemberment, short-term and long-term disability, life insurance, enhanced medical and dental;
- 31.10 The total compensation package provided by the employer includes:
- a) Employee Group benefits and Pension Plan benefits (cost shared by Ochapowace 50:50) are subject to the terms of the policy in place for employees, which terms and coverage may be altered from time to time by the employer in its sole discretion. Deductions may include the following:
 - i. Statutory amounts – CPP, EI, Income Tax for non-status employees; EI will be deducted for status employees;
 - ii. Employee share of group insurance;
 - iii. Employee share of the pension plan;
 - iv. Employee annual pow-wow contribution.

- b) Employee must participate in any and all group insurance plans, pension plans and other benefit program which may be in effect during their term of employment.
- c) Employer reserves the right to amend or discontinue any group insurance plans, pension plans or other benefit program in effect without compensation to the Employee. Employee coverage will continue without interruption.
- d) Upon termination or resignation, all group benefits and pension plans will be terminated, including short-term, long-term and life insurance.

32. SICK/MEDICAL LEAVE

32.1 POLICY

- a) Sick leave is granted to employees (fulltime salary and fulltime hourly), who, as a result of illness are unable to be at work. The employer provides paid Sick Leave to encourage employees to take care of their health and to help alleviate the financial hardships that may accrue in their absence. Sick Leave is not synonymous with vacation.
- b) For a full-time employee, Sick Leave shall accumulate at the rate of one and one quarter (1.25) working days per month, at the start of employment and on the monthly anniversary date thereafter.
- c) Probationary employees are permitted to take 'earned' sick leave during the probationary period. If necessary, probationary employees can take leave without pay if they require more days.
- d) Sick Leave shall not accumulate during periods when an employee is on any other unpaid leave; this includes Short-term/Long-term Disability and Maternity/Parental Leave.

~~e)~~ Absence Justification: An employee who has been absent for more than two (2) consecutive days is required to submit a medical report upon the day the employee returns to work. In the event there is no medical note on the third (3) day absent, leave would be considered without pay. The cost for such medical report will be the employee's responsibility, unless otherwise agreed to by the employer.

~~f)~~ Short Term Disability/Long Term Disability: The employer will require an employee to provide a medical report in detail that is satisfactory for any medical absence of duration longer than two (2) weeks.

~~h)~~ Employee Responsibilities: Where an employee is absent because of illness, the employee is required to notify his or her immediate Supervisor (or Alternate Supervisor) within (30) thirty minutes of the start of the work day. Failing this may result in sick leave being denied and a deduction in pay.

h) Part-time and casual employees are not entitled to sick time with pay.

i) With the exception of the accumulation of Sick Leave credits, regular pay and benefits continue while the employee is on approved Sick Leave.

j) Time off for medical or dental appointments for the employee or their children shall be charged against the accumulated Sick Leave credits of the employee.

k) Sick leave shall not be taken in advance of when it is accumulated.

l) Upon return, the employee shall submit the Request for Leave form to their immediate supervisor.

m) Five (5) days of Sick Leave can be carried over past the employee's anniversary date. Employee must request to carry over sick leave with immediate supervisor.

n) Any employee who, for any reason, resigns or whose employment is terminated, shall not be entitled to payment for sick leave days accumulated.

33. ANNUAL LEAVE

33.1 POLICY

- a) Annual Leave is granted to employees for earned days for vacation/holiday leave with pay as per the following schedule:

Full time Employees:

- From the start of employment to the end of the fifth year of service: three (3) weeks per year (1.25 days per mo.)
- Beginning the sixth year to the end of tenth year of service: four (4) weeks per year (1.66 days per mo.)
- Beginning the eleventh year of service or more: five (5) weeks per year (2.083 days per mo.)

Management Employees (full-time):

- From the start of employment to the end of the fifth year of service: four (4) weeks/year (1.66 days per mo.)
- Beginning the sixth year to the end of tenth year of service: five (5) weeks/year (2.083 days per mo.)
- Beginning the eleventh year of service or more: six (6) weeks/year (2.5 days per mo.)

- b) Employees are entitled to take annual leave earned after their probationary period.
- c) Employees' are required to take annual leave prior to their next anniversary date.
- d) Request to carry over up to five (5) annual leave days must be approved by the Director of Operations two (2) month prior to the employees' anniversary date or the employee may be directed to take mandatory annual leave.
- e) Employees shall not take more than three (3) consecutive weeks unless approved by the Director of Operations.
- f) All annual leave requests must be preapproved, by the employee's immediate supervisor; it is the responsibility of the employee and the supervisor to ensure the employee has available leave credits through consultation with the HR designate. Annual leave for the Director of Operations, as recommended by the Director of Administration and Finance, must be approved by the Chief and Council.
- g) All eligible employees are entitled to payment of earned but unused annual leave pay upon resignation, retirement, layoff or termination. In these circumstances employees will be paid for the balance of annual leave effective the last day of work, less any amounts owing to Ochapowace.

Contractors:

- As specified in the individual contracts.
- Contract for services are considered self-employed and are not considered employees of Ochapowace; the Canada Labour Code does not apply to them.

Part-Time Employees:

Part-time employees are not entitled to annual leave as annual leave pay is paid out with the bi-weekly earnings.

- h) When an employee takes annual leave, if a statutory holiday falls within that period, the statutory holiday is not counted as an annual leave day.
- i) All work must be up to date prior to annual leave days being taken or the leave may be denied. It is the responsibility of the supervisor to ensure employee responsibilities is covered while the employee is on leave.
- j) Scheduling annual leave within a department is not based on seniority and employees are encouraged to work out mutually acceptable annual leave plans. In the event that there is a conflict over annual leave, the Director of Operations' decision will be final.

- k) The HR designate will provide notice to employees to take their annual leave two (2) months prior to their anniversary date. It is the employer's responsibility to ensure employees take their annual leave, as per the federal labour standards.
- l) Employees who receive payment for services other than their normal duties and responsibilities rendered during working hours must take annual leave and fill in the appropriate leave form.

33.2 PROCEDURE

- a) Employees must complete a Leave Request Form and submit it to their immediate supervisor for signature, with proof of available days.
- b) If the annual leave is over one (1) week, the request should be submitted at least two (2) weeks prior to date of leave.
- c) Prior to authorizing the annual leave, the supervisor must ensure that the annual leave will not compromise the operations. In the event that the leave is denied a written response will be provided to the employee by the immediate supervisor.
- d) It is the responsibility of the employee and the immediate supervisor to ensure that he/she has enough annual leave accrued to cover the period of leave.
- e) Employees requesting to carryover up to five (5) annual leave days must put the request in writing to their immediate Supervisor for recommendation to the Director of Operations.
- f) Employees, who are entitled to annual leave, shall be paid annual leave pay on the regular pay day during their vacation.

34. MATERNITY LEAVE

34.1 POLICY

An employee is eligible for Maternity Leave if she has completed six (6) consecutive months of continuous employment. The employee will be granted up to seventeen (17) weeks, unpaid leave.

34.2 PROCEDURE

- a) Employee must provide a medical certificate of pregnancy from a qualified medical practitioner.
- b) Employee must provide the employer with four (4) weeks written notice unless there is a valid reason the notice cannot be given.
- c) Leave may not begin earlier than eleven (11) weeks prior to the expected due date upon submission of medical documents and approval by the Director of Operations.

- d) In the event that employees request maternity leave immediately following the birth of their child, employees can request leave up to one (1) week prior to their due date; these days must be taken as Sick Leave or Annual Leave.

34.3 RETURN TO WORK AFTER MATERNITY LEAVE

- a) If the employee decides to return to work before their intended leave is complete, the employee must give the Employer four (4) week notice of their intention to return.

35. PARENTAL/ADOPTION LEAVE

35.1 POLICY

- a) An employee is eligible for Parental/Adoption Leave if he/she has completed twenty (20) consecutive weeks of employment. The employee may be granted up to thirty-seven (37) weeks, unpaid leave, according to federal labour standards. The employee must be a natural or legally adoptive parent of the child.

35.2 PROCEDURE

- a) Employee must provide a birth certificate or adoption documents.
- b) Employee must provide the employer with four (4) weeks written notice unless there is a valid reason the notice cannot be given.
- c) On the last day of work, the employer will issue a Record of Employment; the employee should apply to Service Canada for E.I. benefits.
- d) Leave must be taken consecutively.
- e) Employee may take the leave any time within the fifty-two (52) weeks following the birth or custody of the child.
- f) The combined amount of parental leave that may be taken by two employees, with respect to the same birth/adoption shall not exceed thirty-seven (37) weeks.

35.3 RETURN TO WORK AFTER PARENTAL/ADOPTION LEAVE

- ~~b)~~ If the employee decides to return to work before their intended leave is complete, the employee must give the Employer four (4) week notice of their intention to return.

~~e)b)~~ _____

36. EDUCATION LEAVE

- 36.1 A permanent employee who has three (3) consecutive years of employment and wishes to further their education by pursuing a diploma, certificate or accreditation or complete their 4-year degree, may apply in writing to the Director of Operations.
- 36.2 Education leave granted will be leave without pay.
- 36.3 The length of education leave will not exceed two (2) years. However, after successful completion of two years education/training, additional leave time may be considered depending on the circumstances for both employee and employer.
- 36.4 The decision of the Director of Operations and in consultation with the immediate supervisor and Portfolio Councillor shall be final and binding.
- 36.5 Applications for Educational Leave must be submitted to the Director of Operations three (3) months prior to the date the intended leave is to begin. All applications should include the following information:
- a) Name and location of the institution;
 - b) Length and time the employee will be away;
 - c) The benefits to the employer;
 - d) Educational plan;
 - e) Letter of Acceptance from the educational institution.
- 36.6 If the request is approved, the leave will be subject to the following conditions:
- a) Leave without pay;
 - b) Must be a full time employee for a minimum of three (3) consecutive years;
 - c) To complete a degree/diploma/certificate will be a one-time approval;
 - d) Sign a consent to release confidential information that confirms to the Employer, successful attendance and;
 - e) During the period of education leave, the employment benefits cease (group benefits, wages, travel, etc.).
- 36.7 Employees taking education leave are responsible for all costs related to their education (such as tuition, books and other related costs).
- 36.8 During the education leave period, at the Employer's discretion, the position may be filled as a term position.
- 36.9 If the employee decides to discontinue their education program or is RTD (required to discontinue) during their education leave, their Education Leave will be

terminated, and the employee will not be eligible to return to original employment position.

36.10 If the employee fails a course due to circumstances beyond their control, their Education Plan will be reviewed. There may be no additional time off from work approved to re-attend the course and may be subject to termination of the educational leave.

36.11 When an employee is being considered for training programs or personal development it will be discussed and written in their performance evaluation.

37. BEREAVEMENT LEAVE

37.1 POLICY

- a) Employees may take Bereavement Leave for a period not exceeding five (5) working days in cases of the death of an immediate family member. An employee granted Bereavement Leave, shall receive full salary and benefits for a period not exceeding five (5) days.
- b) If there is a death in the employees' extended family, the employee may take other appropriate leave or leave without pay.

37.2 PROCEDURE

- a) Prior to taking Bereavement Leave, the employee, must obtain consent from their immediate supervisor.
- b) The employee may apply in writing for additional bereavement leave to their immediate supervisor or the Director of Operations; however, this leave will be applied to other appropriate leave or taken as leave without pay.

38. COMPASSIONATE LEAVE

38.1 POLICY

- a) Compassionate Leave is defined as a leave to care for an immediate family member who is terminally ill with a significant risk of death within twenty-six (26) weeks, or in a life-threatening, emergency medical situation.
- b) Employees are entitled to five (5) days of leave with pay to care for an immediate family member. A medical certificate is required.
- c) Employees may be entitled to leave up to six (6) weeks without pay to care for a gravely ill family member with a significant risk of death within twenty-six (26) weeks. Leave may be taken in increments as small as one week. A medical certificate is required. Employees can apply for Compassionate Care under the EI program, if eligible.

- d) Compassionate Leave shall not accumulate from year to year.
- 38.2 PROCEDURE

- a) All requests for compassionate leave must be submitted in writing to their immediate Supervisor for recommendations and approval to the Director of Operations.

39. JURY DUTY/WITNESS DUTY LEAVE

39.1 POLICY

- a) In the event employees are required to serve as Jurors and/or subpoenaed as a witness in a legal proceeding, leave without pay will be granted.

39.2 PROCEDURE

- a) All requests for Jury/witness duty leave must be made to their immediate supervisor and the Director of Operations at the earliest opportunity when the employee becomes aware of the need for the leave.

40. COMMUNITY SERVICE LEAVE

40.1 POLICY

- a) Ochapowace Nation recognizes the importance of community involvement and encourages employees to participate in volunteer activities by providing flexibility in work schedules and paid leave opportunities.
- b) The limit for Community Service Leave is a one-week period, at two (2) per year;
- c) Community Service Leave is paid time off for participation in the following programs and/or activities:
 - i. Disaster relief and emergency volunteer activities;
 - ii. Youth sports and recreation activities, coaching and chaperoning youth;
 - iii. Planning and participation in Ochapowace annual pow-wow;
 - iv. Volunteer activities at Kakisiwew school.
 - v. Funeral preparation.
- d) Volunteering must be outside of employee's normal scope of duties and responsibilities;

~~e)~~ Employees cannot receive any form of compensation for the services rendered.

40.2 PROCEDURE

- a) Employees must receive prior approval from their immediate supervisors to use this leave.
- b) The supervisor may or may not approve based on the department's operational needs;
- c) The supervisor may require that the leave be taken at a time other than the one requested, and requires acceptable proof of the volunteer service.

41. LEAVE RELATED TO DEATH OR DISAPPEARANCE OF A CHILD

41.1 POLICY

- a) An employee who is the legal parent/guardian, and has been employed for six (6) consecutive months of continuous employment is eligible to take leave of absence for the death or disappearance of a child.

41.2 PROCEDURE

- a) Leave of absence granted up to one hundred and four (104) weeks if the employee is the parent of the child who had died, and it is probable that the child died as a result of a crime.
- b) Leave of absence up to fifty-two (52) weeks if a child who has disappeared and it is probably, that the child disappeared as a result of a crime.
- c) Leave is not applicable if the employee is charged with the crime.

42. LEAVE OF ABSENCE WITHOUT PAY

42.1 POLICY

- a) Employees, other than probationary employees, may apply in writing for a leave of absence without pay and without loss of position. Such leaves may be granted in the sole discretion of the employer.
- b) Any employee, who is on approved Leave of Absence without pay, shall not accrue credits towards ~~—~~annual leave, sick days, or other collateral benefits (including entitlement to salary increments) for the period of absence.

42.2 PROCEDURE

- ~~a)~~ All requests must be made in writing to the Director of Operations and must also include effective dates. The decision of the Director of Operations shall be considered final.

~~b) a)~~

43b) The employee must submit a minimum two weeks' notice to their immediate supervisor and the Director of Operations of their intent to return or to extend their leave. Failure to return to work on the expected date may be considered an abandonment of the position.

43c) An employee may be granted no more than four (4) weeks of unpaid leave of absence. If the employee does not return within the four (4) weeks, their employment will be released.

43. CONFIDENTIALITY AGREEMENT

43.1 POLICY

- a) Employees shall be required to maintain and protect confidentiality in all matters concerning Ochapowace, its programs and services, and along with any information concerning band members; ensuring that all information obtained by the employee is used for the intended purposes for which the information was obtained and not for their own personal gain or benefits.
- b) Each employee of Ochapowace is bound by a confidentiality agreement. The confidentiality agreement adheres to the following sources:
 - i) FIPPA (Freedom of Information Privacy & Protection Act);
 - ii) PHIA (Privacy Health Information Act);
 - iii) PIPEDA (Personal Information Protection Electronic Documents Act).

43.2 PROCEDURE

- a) All new employees of the Band are expected to sign and adhere to a Confidentiality Agreement (*APPENDIX F: Confidentiality Agreement*).
- b) Any employee found to be in breach of this Agreement will be subject to an immediate disciplinary action which may include termination of employment.

44. CONFIDENTIALITY & CLIENT ACCESS TO EMPLOYER RECORDS

44.1 POLICY

- a) All records prepared by the employer are considered confidential and maintained in a secure place.
- b) All employees and contract service providers shall sign a Confidentiality Agreement.
- c) A breach of confidentiality or the release of confidential information by an employee shall be considered a serious matter, and may result in legal, and or disciplinary action being taken against the employee.

44.2 PROCEDURE

- a) All files that are deemed Highly Confidential which include, but not limited to: Personnel Files, client files, student files and all finance files/documents are not allowed to leave the premises.
- b) Employees can request, from Human Resources, access to view and/or copy their own personnel file.

45. EMPLOYMENT FILES

45.1 POLICY

- a) The content of all personnel files are considered by Ochapowace Nation to be sensitive and confidential. All personnel files are to be kept in a secure and locked place within the office of the Band.
- b) All personnel files must have the following documents within their files:
 - i. Copy of original application;
 - ii. Copy of job description;
 - iii. Copy of resume;
 - iv. Original copy of all reference checks;
 - v. Original copy of Offer of Employment, signed by employee;
 - vi. Original copy of performance evaluations;
 - vii. Original copy of all promotions, transfers, changes in job duties;
 - viii. Personal Information Form, includes contact number;
 - ix. Any disciplinary action taken.
- c) No person shall have access to any personnel file for any reason, with the exception of Human Resources, the Director of Operations and any person designated to have access to such files by the Director of Operations.
- d) Removal of employment files – against the law.

45.2 PROCEDURE

- a) In the event that an employee wishes to inspect his/her own personnel file, such employee shall be granted the right of inspection providing that the employee has provided to the Director of Operations written notice not fewer than two (2) days prior to the planned examination which notice shall be dated and shall state the reason for the employee's inspection. Such examination shall be in the constant presence of a representative of the Band or the Director of Operations.
- b) Upon the specific request of an employee to the Human Resource designate, a copy of a specific document in the personnel file of the employee may be provided to the employee.

46. CONFLICT OF INTEREST

- 46.1 The “*Ochapowace Financial Administration Law, ‘Schedule – Avoiding and Mitigating Conflicts of Interests’ Part III – Employees*” applies in conjunction with the Conflict of Interest.
- 46.2 It shall be the responsibility of all employees to declare any potential areas of conflict as may arise in connection with the performance of their job duties or the making of any decision involving any financial transactions on behalf of the Employer. The onus shall be on each employee to ensure that conflict of interest is avoided in all circumstances;
- 46.3 Employees who have a vested interest in a business that derives income from the Nation in any manner, refer to *Ochapowace Financial Administration Law, Schedule – Avoiding and Mitigating Conflict of Interests*.
- 46.4 No employee may enter into any agreements or undertakings that conflicts, or is likely to conflict, in any manner with his/her employment duties and obligations to the Employer;
- 46.5 Employees shall not use their position for any personal gain or financial benefit to the detriment of the interests of the Employer.
- 46.6 Where the conflict of interest involves Ochapowace services, policies, budgets and finances or businesses of any kind, without taking away from the generality of the foregoing (Section 46.1-5), the employee shall not participate in any decision or matters which form the subject of the conflict of interest;
- 46.7 Any employee referred to in subsection 46.6 above, who:
- a) is a party to a contract or proposed contract to be entered into by or on behalf of the Employer;
 - b) is a Director, Officer, or has an interest in any individual, proprietor, corporation or any other entity who is a party to a contract or proposed contract to be entered into with the Employer; or
 - c) stands to receive either alone or in conjunction with any member of his or her immediate family, as personal gain or financial benefit from any contract or proposed contract to be entered into with the Employer;
 - d) The employee shall disclose in writing to the Director of Operations or the Council, the nature and extent of their relationship and the extent of his/her interest with the contracting party as described in subsection 46.6 above;
 - e) The employees described in subsection 46.5 shall not take part in any discussions or deliberations on behalf of the Employer concerning the material contracts or proposed material contracts.

46.8 IMMEDIATE FAMILY CONFLICT OF INTEREST

- a) No employee shall be supervised by their immediate family member; where a conflict has been determined, an alternate supervisor shall be assigned;
- b) All employees must declare a conflict of interest if they have a family or personal relationship that impacts their ability to perform professional duties, roles and responsibilities;
- c) No employee may, under any circumstances, use any information gained in the course of his/her employment for personal benefit or advancement or for the personal benefit of advancement of any immediate family member;
- d) Further no employee may participate in any form of favouritism or collusion in the workplace, whether as a result of a conflict of interest or otherwise. Any such actions shall be subject to the Employer's disciplinary procedures.
- e) Employees and their immediate family members who have political influence or affiliations shall not use their positions of influence to affect any Employer decision in any manner or context.
- f) An employee has a conflict of interest when he/she exercises a power or performs a duty or function at the same time knows or ought reasonably to have known, that in the exercise of the power or performance of the duty of function there is an opportunity to benefit the employee's private interests.
- g) An employee has a conflict of interest if a reasonably well-informed person would perceive that the employee's ability to exercise a power or perform a duty or function of their office or position must be affected by the employee's private interests.

46.9 INVOLVEMENT WITH ANOTHER ORGANIZATION

- a) In the event that an employee becomes involved with another First Nation or organization which he/she asserts is non-political, but which the Director of Operations asserts is political, the Director of Operations may require the employee to cease all involvement with such activities as a condition of continued employment. The employee will have access to the grievance procedure if the Director of Operations directs the employee to cease involvement in such activities;
- b) Where an employee identifies interest in becoming involved in another First Nation, organization or event that poses a potential conflict, a request to attend the event or get involved, must be submitted to the Director of Operations for review and approval;
- c) Any involvement within the Ochapowace community or any organization by an employee shall be disclosed to the immediate Supervisor who will, from time to

time, review the involvement of the Employee and the conduct of the First Nation or organization with respect to conflict of interest.

46.10 PROCEDURE – Declaration of a Conflict of Interest

- a) The purpose of this procedure is to establish a fair and transparent process for dealing with conflicts of interest;
- b) Where an employee believes that they may be in a conflict of interest, or where any person alleges that an employee is in a potential conflict of interest, the employee shall immediately inform the Director of Operations in writing all relevant information, including details of all actions taken by the employee, with respect to the conflict or alleged conflict of interest;
- c) Where a member of Ochapowace raises a concern to the Council that an employee is, or may be, in a conflict of interest, the employee receiving such report shall inform the Director of Operations and shall provide to the Director of Operations all details of the report;
- d) If the Director of Operations is the party who has such conflict of interest, the conflict shall be declared to the Chief and Council.
- e) Upon disclosure of a potential conflict of interest, the Director of Operations, or a person delegated by the Chief and Council in the case of conflict of interest by the Director of Operations, shall consider the particulars of the situation and decide whether a conflict of interest exists, whether it will be allowed to continue or must be discontinued, and, if it is to be allowed, whether conditions should apply.
- f) If it has been determined to be a conflict of interest, the Director of Operations shall make a recommendation to the employee in respect to a resolution of any conflict or potential conflict of interest. The investigation shall consider the following:
 - i. The risk whether a conflict of interest will, in fact, arise;
 - ii. The degree to which the conflict of interest could harm the organization;
 - iii. The extent to which the conflict of interest could be eliminated, mitigated or managed through the implementation of appropriate measures or safeguards;
 - iv. The rights and interests of the employee;
 - v. The impact on the employee's ability to satisfy their obligations to the Employer;
 - vi. The consequences if the conflict of interest is not permitted;
 - vii. The consequences if the conflict of interest is permitted to continue;
 - viii. Any other factors the Director of Operations considers relevant.
- g) Upon completion of the investigation, the Director of Operations will consider the consequences and/or the impact for the Employer and determine any breaches, and shall provide necessary discipline to the employee, which may include termination of employment.

- h) If the conflict of interest cannot be resolved in accordance with the recommendations by the Director of Operations, the matter will be taken to the Chief and Council; who will determine what action is deemed appropriate to protect the interests of Ochapowace. The determination shall be recorded and placed on the employee's personnel file.

46.11 ACCEPTING HONORARIUMS/PER DIEMS/TRAVEL EXPENSES

- a) Outside sources, work-related meetings - Employees shall not accept remuneration for work related to their positions. In the event that remuneration is provided, if accepted by the employee, the cheque shall be delivered to the Employer. The employee acknowledges that any remuneration or honorarium accepted by the employee in the course of representing the Employer is the property of the Employer.
- b) In the event an employee attends a meeting during work hours and will be provided a per diem from an outside source, the employee has the option to take annual leave.
- c) Employees who attend meetings related to their jobs (e.g., committee meetings), as an employee, the time is considered overtime and may be taken as time in lieu.
- d) Employees, who receive travel expenses upon attendance to a meeting from an outside source, shall not make a travel claim from the Employer.
- e) Employees, whose travel expenses will be reimbursed at a later date, may make a travel claim from the Employer providing the reimbursement is returned to the Employer; the employee must instruct the outside source to mail it directly to the Employer.

46.12 INTERFERENCE and UNDUE INFLUENCE:

- a) Any employee who perceives or believes that he/she is being subjected by a third party or person not employed by Ochapowace to interference, pressure, or undue influence to make a decision, to refrain from making a decision, shall immediately report such interference, pressure or undue influence to his/her supervisor.
- b) Under no circumstance, shall any employee accept any gift or monetary gifts for being involved in any way, directly or indirectly, in decisions involving use of Employer spending and budgets.

47. SEEKING POLITICAL OFFICE

- 47.1 Employees wishing to seek political office of any kind in any election (i.e., Ochapowace election, tribal council election, FSIN election or federal or provincial election) shall be required to notify the Director of Operations in writing immediately upon their nomination.

- 47.2 Any employee who is nominated and agrees to stand for election as Chief or Councillor shall immediately be considered to be upon a leave of absence without pay or may take vacation leave credits if accumulated, starting from the date of nomination and concluding on the day of election. If the candidate is successful, the employment of the candidate will be deemed to be terminated. If the employee is unsuccessful in the election, the employee shall be entitled to return to his/her employment without loss of seniority.
- 47.3 Other than standing for election in accordance with the preceding paragraph, no employee shall become involved politically at the Nation level.
- 47.4 To promote continued team work and a positive workplace environment, all employees must not promote or participate in negative comments or activities, either verbally, electronically, or on social media, at any time during their employment, according to the Code of Conduct. Violators will receive disciplinary action.
- 47.5 Under no circumstance may Ochapowace resources be utilized for political purposes. This includes budgets, travel, office space, supplies, equipment, photocopy machines, telephone, mail, computer, internet and work email. Disciplinary action will be taken and cost will be charged to the individual, whether employee or successful candidate.

48. BAND PROPERTY: Computer Usage

48.1 POLICY

- a) Employees are encouraged to use the Internet and email to carry out job responsibilities, research to conduct employer business.
- b) Employees will not make any disparaging comments or remarks regarding their employer, leadership (Chief and Council) and colleagues on any electronic communication device at any time.

48.2 PROCEDURE

- a) All employees will be required to sign the Computer and Electronic Communication Usage Policy (*APPENDIX G: Internet & Communications Usage*).

49. BAND PROPERTY: Office Keys

49.1 POLICY

- a) If an employee is granted possession of any business keys they must sign an acknowledgment of receipt of those keys. A log will be kept of all employees who are given any of the business keys.
- b) A copy of all office keys will be kept for emergency, in the Finance Office.
- c) All keys are to be returned to the employer upon leaving employment.

50. BAND PROPERTY: Intellectual Property

- 50.1 Materials, documents and similar works developed and/or produced by an employee in the fulfillment of his/her responsibilities and duties are the sole property of the Employer.

51. DRESS CODE/PERSONAL HYGIENE

51.1 POLICY

- a) All employees are considered professionals and are expected to maintain healthy and clean personal hygiene, oral hygiene, dress in appropriate attire, and be well groomed for the office/work setting.
- b) Inappropriate hygiene/attire includes:
 - i. Unclean body and body odour;
 - ii. Uncombed unclean hair;
 - iii. Unclean dental and oral hygiene;
 - iv. Visible offensive tattoos and piercings;
 - v. Muscle shirts t-shirts, or sexually suggestive clothing;
 - vi. Unclean clothes, unprofessional clothing.
- c) When at work or attending meetings, functions, events and/or court on behalf of the employer it is expected that all employees wear appropriate business attire; jeans are not acceptable business attire (unless it is the appropriate clothing for the work being performed). Fridays may be designated “jeans day”.

51.2 PROCEDURE

- a) If an employee is deemed in default in one of the above, the supervisor may request the employee to return home to -address -the matter.
- b) If an employee continues to disregard the personal hygiene/dress code policy, there will be disciplinary action taken.

52. COMMUNITY GRIEVANCES

52.1 POLICY

- a) All complaints and/or issues against employees from clients, service providers and the general membership will be addressed in a professional and expedient matter.


52.2 PROCEDURE

- a) All complaints must be in written form and signed by the complainant.

- b) All complaints received by the employer must be immediately forwarded to the Director of Operations for review and response. The Director of Operations will respond to the complainant in writing within ten (10) days of receipt of the complaint.
- c) If required the Director of Operations will arrange to meet with all parties involved within thirty (30) days to effectively address and resolve the issue or complaint.
- d) Where deemed appropriate, the Director of Operations may inform the Chief and Council for informational purposes only.
- e) If the issue or complaint is not resolved by the Director of Operations, the complainant has the option to appeal to the Chief and Council.
- f) All complaints will be filed in a secure location.

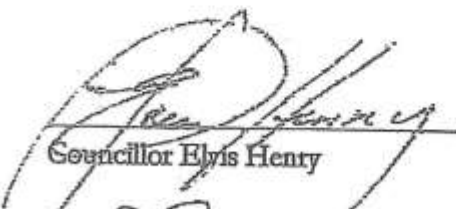
THIS POLICY IS HEREBY DULY ENACTED by Ochapowace Nation Council on the
12 day of MARCH, 2014 at Ochapowace Nation.

A quorum of Council consists of four (4) members of Council.


Chief Ross Allary

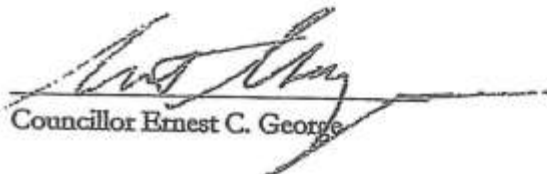

Councillor Geraldine Bear


Councillor Heather Bear


Councillor Elvis Henry


Councillor Ernest F. George


Councillor Albert George


Councillor Ernest C. George

____ day of _____, 2014 at Ochapowace Nation.

A quorum of Council consists of four (4) members of Council.

Chief Ross Allary

Councillor, Geraldine Bear

Councillor, Heather Bear

Councillor, Elvis Henry

Councillor, Ernest F. George

Councillor, Albert George

Councillor, Ernest C. George

APPENDIX A: New Employee Checklist

New Employee Checklist

EMPLOYEE INFORMATION

Name: _____ Start date: _____

Position: _____ Supervisor: _____

NEW EMPLOYEE PACKAGE

- ☐ Complete new employee package
- Payroll and Benefits
 - Direct Deposit Form
 - Personal Information Form
 - Release of Information Form
 - Code of Conduct Form
 - Confidentiality Form
 - Internet & Electronic Communication Form

ADMINISTRATIVE PROCEDURES

- ☐ Review general administrative procedures
- Office/desk/work station
 - Keys
 - Mail (incoming and outgoing)
 - Security system
 - Business cards
 - Purchase requests
 - Telephones/cell phones
 - Long Distance Code
 - Building access
 - Conference rooms
 - Expense reports
 - Office supplies

INTRODUCTIONS AND TOURS

- ☐ Give introductions to department staff and key personnel during tour.
- ☐ Tour of facility, including:
- Restrooms
 - All buildings
 - Fax machines
 - Parking
 - Printers
 - Office supplies
 - Coffee/vending machines
 - Emergency exits and supplies

POLICIES

- ☐ Review key policies and statements
- Travel Rates
 - Personnel Policy
 - Vision Statement
 - Mission Statement

POSITION INFORMATION

- ☐ Introductions to staff.
- ☐ Review initial job assignments and training plans.
- ☐ Review job description and performance expectations and standards.
- ☐ Review job schedule and hours.
- ☐ Review payroll timing, time cards (if applicable), and policies and procedures.

COMPUTERS

- ☐ Hardware and software reviews, including:
- Email Set-up
 - Internet
 - Microsoft Office
 - Website
 - Databases

Employee signature

Supervisor signature

APPENDIX B: Personal Information Form

Location

<input type="checkbox"/> Admin	<input type="checkbox"/> School	<input type="checkbox"/> Health	<input type="checkbox"/> Housing	<input type="checkbox"/> Public Works	<input type="checkbox"/> C/C Office	<input type="checkbox"/> Other _____
--------------------------------	---------------------------------	---------------------------------	----------------------------------	---------------------------------------	-------------------------------------	--------------------------------------

Employee Information

Last Name	First Name	Middle Initial
Prefix <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Miss <input type="checkbox"/> Ms. <input type="checkbox"/> Dr. <input type="checkbox"/> Chief <input type="checkbox"/> Councillor		Employee Job Title

Personal Information

Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widow(er) <input type="checkbox"/> Separated <input type="checkbox"/> Common Law					
Ethnic Group <input type="checkbox"/> Non-First Nation <input type="checkbox"/> Métis <input type="checkbox"/> Inuit <input type="checkbox"/> Visible Minority <input type="checkbox"/> First Nation						Date of Birth <div style="border: 1px solid black; width: 40px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; margin: 2px;"></div>
Driver's License	Province (License)	Hospitalization #			SIN #	
Highest Education Level Attained. <input type="checkbox"/> PhD – Area: _____ <input type="checkbox"/> Some University (Amount of Years: _____) <input type="checkbox"/> Trade (Area & Level: _____) <input type="checkbox"/> Masters – Area: _____ <input type="checkbox"/> Diploma – 3 or 4 Year (Specialization: _____) <input type="checkbox"/> High School <input type="checkbox"/> Degree – 4 Year Major: _____ Minor: _____ <input type="checkbox"/> Diploma – 1 or 2 Year (Specialization: _____) <input type="checkbox"/> Less Than High School <input type="checkbox"/> Degree – 3 Year Major: _____ Minor: _____ <input type="checkbox"/> Technical School (Specialization: _____) Highest Grade Achieved: _____						
Do you consider yourself to have a disability?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	Type of disability:		

Mailing Address

Street or P.O. Box Number	City, Province	Postal Code	Phone Number
			Home:
<input type="checkbox"/> Check here if your home address is the same as your mailing address. If not, please fill out below.			Cell:
Street or P.O. Box Number	City, Province	Postal Code	Phone Number

Emergency Contact Person

Name:	Phone Number:		Relationship to Employee:
	Home:	Cell:	

First Nation Information

Band Name	Treaty #	Tribal Council

Salary Information

Salary (Annual and indicate # pay periods)	Start Date	Department	Employee Tenure

Pension/Group Insurance Information

Brokerage Company	GRP Class Code	Pension Contribution	Maximum pension contribution for non-Status employees is _____

Health and Dental Coverage

Provider-	Policy Plan Number	Employee Plan Member Id
In the event of death, employee final pay cheque will be presented to:	Name:	

APPENDIX C: Release of Information

TO:

RE:

You are hereby authorized to furnish and release to Ochapowace First Nation or its representatives, any and all information which may be requested relative to past or present information, and to furnish copies of any and all records which you may have concern to the Band.

This Authorization shall continue until revoked in writing. A photocopy of this Authorization shall serve in its stead.

Signed at _____ in the Province of Saskatchewan, this ____ day of _____, 201__.

Employee

Return Requested Information to:

Ochapowace First Nation
P.O. Box 550
Whitewood, Saskatchewan S0G 5C0
Attention: Director of Operations ('Personal & Confidential')

OCHAPOWACE NATION – CODE OF CONDUCT AGREEMENT

Between
OCHAPOWACE NATION
And

(“Employee”)

WHEREAS the Employee agrees to the terms of this agreement as part of the terms of the Employee being hired and in consideration of the Employee’s continued employment by the Employer; and

WHEREAS the Code of Conduct reflects Ochapowace Nation values and guides ethical conduct, while at work and during non-working hours to uphold the integrity and reputation of Ochapowace; and

WHEREAS all employees are expected to share in preserving and enhancing Ochapowace Nation’s image and reputation of integrity, credibility and honesty, and uphold the highest ethical standards when providing services to others;

THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

- | ~~6.4.~~1 I Will observe and comply with the laws, regulations, policies and guidelines of Ochapowace and all applicable laws of Canada and of Saskatchewan and not engage in any criminal activity;
- | ~~7.5.~~2 I will faithfully and honestly fulfill my duties and adhere to the conditions of my employment;
- | ~~8.6.~~3 I will work in a professional manner and to the best of my ability;
- | ~~9.7.~~4 I will provide services to community members and clients in accordance to my job description;
- | ~~10.8.~~5 All information is confidential and each employee must adhere to applicable legislation. In this regard, I acknowledge that I have read and understand the freedom of Information and Privacy Protection Act and will maintain confidentiality of all records and information pertaining to employees and clients of Ochapowace. I will continue to maintain this confidentiality even after I may be terminated from my employment;
- | ~~11.9.~~6 I will work cooperatively with all co-workers and shall work within the framework of a “team”;
- | ~~12.10.~~7 I will not speak publicly of Ochapowace, Ochapowace operations and functions without prior authorization and consent of the Chief and Council or the Director of Operations;
- | ~~13.11.~~8 I will act with impartiality and integrity, and shall demonstrate respect and accountability;
- | ~~14.12.~~9 I will not engage in any activity or conduct at any time (at work or during non-working hours) which may bring disrespect or discredit to the Ochapowace Nation, its Chief and Council, staff, administration or members.
- | ~~15.13.~~10 During office and non-office hours, I will conduct myself in a manner which reflects the values, philosophies and goals of Ochapowace and not discredit the integrity of Ochapowace;

- | ~~16.~~14. During working hours, I will maintain a satisfactory professional standard of dress, cleanliness and appearance appropriate to my duties and be within compliance to the employee dress code;
- | ~~17.~~15. I will refrain absolutely from the use of alcohol and/or non-medical drugs during my hours of employment. No employee shall use illegal drugs at any time;
- | ~~18.~~16. I will conduct myself in such a manner as to portray a positive role model for the community;
- | ~~19.~~17. My conduct must contribute to a safe and healthy workplace that is free from discrimination, harassment or violence;
- | ~~20.~~18. I will not engage in any activity, including any employment or work outside of my duties, which may impair the performance of my normal job duties with Ochapowace, which may constitute a conflict of interest or contradicts the vision, mission and values of Ochapowace;
- | ~~21.~~19. I have a responsibility to act in good faith and to place the interests of Ochapowace above my own private interests;
- | ~~22.~~20. I will behave in a way that demonstrates that my behavior and actions are fair and reasonable in the circumstances;
- | ~~23.~~21. I will not use work time to perform job duties (i.e., outside contracts) of employment outside of Ochapowace;
- | ~~24.~~22. I will respect the property, equipment and assets of Ochapowace and not use for personal or other outside work;
- | ~~25.~~23. I will not use my status or position to influence or gain a benefit or advantage for myself, my family, or others whom I have a significant personal or business relationship;
- | ~~26.~~24. I will encourage my colleagues to act fairly and ethically and know that they are able to raise concerns about a suspected breach by me to their supervisor without fear of reprisal.

IN WITNESS WHEREOF, this Agreement has been executed this _____ day of _____, 2014 by duly authorized representatives of the parties. By my signature, I acknowledge that I have read and will abide by this agreement.

(Employee signature)

(Employer signature)

(Print Name)

(Print Name and Title)

(Date)

APPENDIX E: PAYROLL DEDUCTION AGREEMENT

OCHAPOWACE

Payments for Events, Activities & Professional Development

Name: _____ **Date:** _____

Amount of Cheque Received: _____ **Cheque number:** _____

Purpose of Cheque: _____

I acknowledge that I received a cheque in the amount and purpose stated above. I understand and agree that I am responsible for satisfying these amounts and agree to return all receipts totaling the exact amount of the cheque I received on the **day immediately following the event/professional development**. *(I will provide a complete description of receipts on the back page of this form and give to the finance office).*

If I do not return the receipts and/or balance of cash totaling the exact amount, I hereby authorize Ochapowace Nation to do the following:

- For any outstanding balances, after the receipts are handed in and unspent funds returned, to deduct the outstanding balance from my next cheque (salary, per diems, travel, contracts, or any moneys requested and/or owing to me);
- I agree that I would not be eligible to receive any further cheque for events and professional development until the moneys are accounted for (until I return all receipts and/or cash pertaining to the event);
- I understand that in the event of my dismissal/termination, whether my dismissal was voluntary or not, the unpaid funds will be deducted from my last pay; or retain the entire amount of my last pay (salary, per diems, travel, contracts, etc.)

This payroll deduction agreement involves, but not limited to:

- Ochapowace Employees
- Contractors
- Trustees
- Committee Members

The funds received for events, activities and professional development include, but not limited to:

- Travel for events & professional development (workshops/meetings/training, etc.), but I did not attend;
- Registration fees paid for conferences/workshops/events, but I did not attend;
- Funding paid on my behalf for training opportunities, but I did not complete the training;
- Pre-paid expenses (for cash payments for events, activities or payments for individuals) that I need to account for.

Signature: _____ **Date:** _____

Office use:

Total amount of receipts & cash returned: _____ Date returned: _____ Amount Outstanding: _____

Signature: _____

Description of Receipts and Cash Returned:
(Please fill this form and return with receipts and/ or cash attached)

	Description:	Amount of Receipt:
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
Total amount of receipts and/or cash returned:		\$ _____

APPENDIX F: CONFIDENTIALITY AGREEMENT

OCHAPOWACE NATION - CONFIDENTIALITY AGREEMENT

Between

OCHAPOWACE NATION ("Employer")

And

_____("Employee")

The Employee agrees to the terms of this agreement as part of the terms of the Employee being hired and in consideration of the Employee's continued employment by the Employer.

WHEREAS the Employee acknowledges that, in the course of employment by the Employer, the Employee has, and may in the future, come into the possession of certain confidential information belonging to the Employer or that may be disclosed to the Employee in their capacity as a member of staff.

AND WHEREAS it is essential that all confidential information of Ochapowace remain confidential.

THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

1. All information disclosed by the Employer to the Employee in oral, written, graphic, photographic, recorded, sample or in any other form is deemed to be confidential information.
2. The Employee, at no time, during or after the term of employment, use of his or her own benefit or the benefit of others, or disclose or divulge to others, any such confidential information.
3. The Employee shall not disclose any confidential information or any portion thereof to any third party without the express consent of the Employer.
4. The Employee shall use the confidential information solely for the purpose which such information is provided.
5. Notwithstanding any termination of the Employee, the obligations of confidentiality under this Agreement shall remain.
6. Upon any termination, the Employee will return all copies of confidential information to the Employer, retaining no copies, all documents relating to the Employers business including but not limited to, reports, manuals, drawings, correspondence, computer programs and all other materials and all copies of such materials, obtained by the Employee during employment.
7. Violation of this Agreement by the Employee will entitle the Employer to an injunction to prevent such competition or disclosure, and will entitle the Employer to other legal remedies, including attorney fees and costs.
8. This Agreement shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators and assigns. No person shall have a right or cause, to cause of action arising out of or resulting from this Agreement, except those who are parties to it and their successors in interest.

IN WITNESS WHEREOF, this Agreement has been executed this _____ day of _____, 2014 by duly authorized representatives of the parties. By my signature, I acknowledge that I have read and will abide by this agreement.

(Employee signature)

(Print Name)

(Date)

(Employer signature)

(Print Name and Title)

APPENDIX G: INTERNET & ELECTRONIC USAGE

OCHAPOWACE NATION INTERNET & ELECTRONIC COMMUNICATION USAGE POLICY

The following sets forth the Ochapowace Nation policy regarding access to and/or disclosure of information sent or received via the internet and any 'electronic communication device' (email, face book, blogs, internet, or any other computer programs/systems or files, fax, voice mail, cellular texts, cellular phones, etc.), and guidelines with respect to the proper use of an electronic communication device. This policy may be changed at any time at the discretion of the Ochapowace Chief and Council and/or Management.

1. Any electronic communication device and other information systems offered by Ochapowace for staff use are Ochapowace sole property and are not to be used in a way that may be disruptive or offensive to others, or in any manner which may be harmful to Ochapowace, staff and company morale.
2. There is to be no display or transmission (downloading) of material that is discriminatory, defamatory, harassing, insulting, offensive, pornographic or obscene, such as sexually explicit images, messages or cartoons, or any communications that contain ethnic slurs, racial epithets or anything that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, marital status, age, disability, or religious or political beliefs.
3. In keeping with the Ochapowace Personnel Policy, employees of Ochapowace will not make any disparaging comments or remarks regarding their employer, leadership (chief and council) and colleagues on any electronic communication device at any time, during office hours or on their personal time.
4. All electronic communication devices should be used for company business only and may not be used to solicit others for commercial ventures, religious or political causes, outside organizations or other non-work related solicitations. Neither should they be used for illegal, defamatory or fraudulent purposes.
5. There will be no copying and sending any confidential or proprietary information, or software that is protected by copyright and other laws protecting intellectual property.
6. Employees may not use the company's electronic communication devices to create or distribute destructive programs, such as viruses or other self-replicating code.
7. All messages sent or received via any electronic communication device are company records. Ochapowace reserves the right to access, search, monitor, track and disclosure all site visits, voice mail, email or company files, and messages sent over an electronic communication device as it may be deemed necessary.
8. Employees are prohibited from attempting to gain access to another employee's internet or email files without the employee's expressed permission. Ochapowace management reserves the right to enter an employee's files when necessitated by the company.
9. Employees encountering inappropriate material, or use, should report this to their supervisor and/or human resource department immediately.
10. The opening of email attachments that are not expected nor have unknown content is strictly forbidden.
11. All electronic devices capable of voice mail or texting, such as but not limited to a Black Berry or I-Phone, may not be used to amend or put in place coverage by leaving the message on voice mail or via text messages. Employees may not use texting to communicate customer's personal or private information at any time.

Ochapowace will not be responsible for any damages, direct or indirect, arising out of the use of any electronic communication device it provides for use by the employee, or any personal electronic communication device belonging to the staff member and/or individuals that are used by the employee.

Misuse of Ochapowace electronic communication devices, as determined by Ochapowace management, may result in disciplinary action, up to and including termination of employment.

I have read and understood the Internet & Electronic Communication Usage Policy and agree to the terms outlined above.

Signature - Ochapowace Employee

Witness

Print Name (Ochapowace Employee)

Print Name (Witness)

Date