



# Personnel Policy & Procedures Manual

*Prepared for:*

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## MISSION STATEMENT

***This mission statement was taken from the Little Salmon/Carmacks First Nation constitution.***

***We the people of Little Salmon/Carmacks First Nation wish to remain together so that we may collectively preserve, protect and promote our culture, language heritage, lands and resources for all of our Citizens today and for at least seven generations to come. We are Aboriginal people with the inherent right of self-government and as one of the Aboriginal peoples living within Canada, we have Aboriginal and Treaty rights and title in our traditional territory.***

## 1.0 INTRODUCTION

The Little Salmon Carmacks First Nation Personnel Policy Manual has been drafted in a way that can easily be amended when desirable. It incorporates labour standards and employee rights and benefits that are competitive with Federal and Territorial labour legislation.

"Employees" in this policy manual include full, part time and casual paid positions of LSCFN. LSCFN will indicate 'Little Salmon Carmacks First Nation' in this manual. The Chief and Council are expected to follow the general provisions of this manual.

The LSCFN Council believes that the working conditions, wages and benefits offered to employees are as favourable as any offered by other employers in the public service sector. Furthermore, the LSCFN wishes to set itself out as a "Model Employer" to its employees, combining good working conditions and benefits with job satisfaction and with being an understanding and flexible employer.

Clearly defined personnel policies are important to LSCFN employees and the LSCFN organization. The LSCFN Personnel Policy Manual describes the rights and benefits of employees while clearly indicating guidelines and procedures to follow with regard to various aspects of personnel administration. To be useful, policies must treat employees in a fair and consistent manner and also promote the efficient operations of the organization.

It is the responsibility of employees to become familiar with these policies to keep them informed as to their rights and benefits and knows what is expected of them with respect to their conduct. It is the responsibility of Council and Supervisors to apply these policies consistently and fairly to all, without exception, and to ensure that acceptable levels of conduct are maintained.

If in a particular case Council believes that the policy is too restrictive; Council should consider revising the policy rather than make an exception (see below). It is important to remember that written policy in itself serves no purpose of value unless it is put into practice.

Revision Process Criteria:

- The revision would apply to all employees covered by this policy.
- The revision would amend the policy.
- If it is determined by a policy analyst or the Directors that a section of the policy needs revision, it would be reviewed by the Directors and/or management board.
- Recommendations for revisions would then be submitted to Council for their review and decision.
- The revision would require a resolution from Council.

## 1.1 ETHICAL CODE OF CONDUCT / POLICY STATEMENT

The LSCFN Government is an open, accessible and accountable form of government. To enhance the relationship of trust and mutual respect, LSCFN requires high standards of ethical conduct by the Chief and Council, LSCFN management, employees, boards, committees, contractors and sub-contractors.

LSCFN is endeavouring to become a “Model Employer” where employees will enjoy good working conditions, benefits and job satisfaction, free of workplace harassment of any kind, prejudice or unfair practices.

The Code, while protecting the rights and obligations of LSCFN, also addresses and respects the freedom of the individual employee. However, mutual respect and understanding between LSCFN and its employees will always achieve the best results.

The Ethical Code of Conduct Policy sets out to achieve the following:

- a. Promote high ethical standards.
- b. Provide a means for employees to obtain authorization for some contemplated conduct in circumstances where they are uncertain as to the ethical appropriateness of that conduct.
- c. Set out the means of correcting unethical conduct.

The practical application of the Code’s provisions, to diverse situations, may reveal gaps, ambiguities, and inconsistencies in the Code. In these circumstances, the protection of the interests of the public, LSCFN and employees, as it is consistent with the concept of “fair dealing” and “just cause”, is to be taken as the true underlying intent of the Code.

Employees hold positions of privilege and of trust; therefore they must carry out their duties in a manner that recognizes a fundamental commitment to the well being of the LSCFN community and a regard for the integrity of the LSCFN Government.

An employee should not use his, or her, position in order to achieve an unfair financial, or other, benefit for him, or herself, or any other third party, or organization, with respect to the LSCFN Government, its Committees or its Corporations. Furthermore, an employee should not use his, or her, position in order to achieve an unfair financial, or other, benefit for him, or herself, or any other third party, or organization with respect to confidential government or corporate information obtained by him, or her, relating to the LSCFN Government or its Committees or Corporations.

## **1.2 INTEGRITY**

Ultimately, ethical behaviour relies on the diligence of the individual. However, since a breach of ethics impacts not only on the individual but also the LSCFN, a Code of Conduct is the means by which the LSCFN Government acknowledges their responsibility in this area, as well as their responsibility to provide clarity to employees on what would be considered inappropriate behaviour.

It is not the intention for LSCFN to interfere with the conduct of one's private life. But, any conduct or employment activities that harm the LSCFN Government's reputation or render the employee unable to perform his or her duties satisfactorily must, in all fairness to everyone, become a matter of concern to LSCFN. One expectation of the Dän Łyshadaw of LSCFN is that, the leadership and employees will be role models and not abuse alcohol or drugs.

Examples of possible breaches of the Code of Conduct and what would be prohibited are:

To use or permit the use of LSCFN vehicles, equipment, materials or property for purposes other than LSCFN business, unless otherwise authorized.

To solicit special treatment from elected LSCFN authorities to further his or her personal interests or the interest of others, to the extent that any other LSCFN citizen could not receive.

To knowingly breach the law or any LSCFN Government rules, regulations or policy in the performance of his or her duties or to request others to do so.

To intentionally falsify any of the LSCFN Government's records.

## **1.3 IMPARTIALITY**

Every LSCFN Employee must perform his or her duties in an impartial manner. An example of a possible breach of the Code of Conduct in this regard would be where an employee, either of the LSCFN Government or other entities, would give special consideration, treatment or advantage in matters related to his or her position, to any citizen beyond that which is available to any other citizen.

## **1.4 CONFLICT OF INTEREST**

Conflict of interest is one of the most important areas of influence over ethical conduct. Every LSCFN employee, whether in a direct position with the LSCFN Government, other entities or other interested persons, as defined above, must avoid situations in which the person has a personal interest sufficient to influence, or appear to influence, the objective exercise of that person's authority.

When an employee is, or believes he/she may be in a position of conflict of interest with regard to the LSCFN Government and/or its Council, Boards and Committees, or other

entities, the employee should disclose this to their Supervisor or Program Director, or in his/her absence, to a Council Member or Chief, and refrain from exercising his/her authorities relevant to the conflict until duly authorized.

Although conflict of interest is difficult to avoid in a small community such as Carmacks, every effort must be made to disclose conflict and remove one-self from the conflicting situation

A person may contact the Human Resource Officer in order to ensure complete disclosure of conflict.

## **1.5 FINANCIAL TRANSACTIONS**

A major area of potential conflict of interest and of ethical conduct generally is the field of financial transactions, or non-monetary transactions of value (cash equivalent transactions). Every employee must adhere to LSCFN Constitution, Laws, Rules, Regulations and Policies regarding any LSCFN Government financial transaction, whether by itself, it's Council, Committees or Corporations.

The following are some examples of a situation where a potential conflict of interest or breach of the Code of Conduct would be:

- a. Where the employee is in a position to receive any direct or indirect benefits or interest from any LSCFN contract or business on which the employee can influence decisions.
- b. Buying surplus LSCFN property where the employee can influence decisions with respect to disposal arrangements. This restriction is not intended to prohibit any employee from purchasing surplus LSCFN property that is offered for sale.
- c. Disposal of LSCFN property, assets or services shall be in compliance with LSCFN Government rules, regulations and policies and at no time shall this benefit any employee except by arrangement and if it is in both LSCFN and the employee's best interest.
- d. Providing services outside of the employee's normal duties to the LSCFN Government, its Council, Committees, or Corporations while an employee of the LSCFN Government, whether or not he/she is in a position to influence decisions, except when specifically allowed by LSCFN rules, regulations and policies.
- e. Accepting financial or other compensation from contractors or others for work that he or she is responsible, other than "moderate hospitality".

For example "moderate hospitality" could include gifts such as pens, caps, etc.

- f. Employees accepting financial compensation from suppliers or others for specifying their products.

## **1.6 OUTSIDE EMPLOYMENT OR ACTIVITIES**

Every LSCFN employee must perform his or her duties to an acceptable level. Some examples of possible conflict of interest or breach of the Code of Conduct would be:

- a. Where outside employment or activities reduce to an unacceptable level the interest or energy an employee devotes to his or her duties.
- b. Where the outside employment or activity is performed in such a way as to give the impression, even if done unintentionally, that the employee is acting in an official LSCFN Government capacity or holding himself or herself out as representing an official LSCFN Government point of view.
- c. Where an employee uses his or her position to solicit business on his or her own account during regular working hours for the LSCFN Government, unless approved by Chief & Council.

## **1.7 ACCEPTING OF GIFTS**

The inherent pitfall in accepting gifts and benefits from outside sources is that regardless of the intent, in most instances the person providing the gift has something to gain from the recipient. Gifts and other benefits are the most obvious means of wielding some kind of influence regardless of how innocent the gesture may appear to be on the surface.

While accepting or exchanging gifts of minimal value is acceptable, LSCFN employees must not place themselves in a position where they are under an obligation to favor an individual or firm. There are situations, such as in the Health and Social Service field, where gifts from the client may not be acceptable.

However, there is quite a legitimate role for “moderate hospitality” which fosters good relations between LSCFN and the business community. ANY employee MUST consult with their Supervisor, Director, or Council itself to determine whether or not a specific gesture constitutes moderate hospitality.

## **1.8 CONFIDENTIALITY**

Every LSCFN employee must hold in strict confidence all information of a confidential nature acquired in the course of his or her employment with the LSCFN Government.

The following are some examples of a potential breach of confidentiality:

To use confidential information that is not available to the general public and to which an employee has access by reason of his/her relationship with the LSCFN Government to further his/her personal interests or the interests of others.

To disclose confidential information to unauthorized persons to which the employee has access by reason of his/her employment with the LSCFN Government.

Each employee is required to sign an oath of confidentiality.

## **1.9 POLITICAL RIGHTS**

Employees are entitled as great a measure of political rights as any other Canadian, however these rights cannot be exceeded. Some potential breaches being:

To use the authority or influence of his/her position with the LSCFN on behalf of any political party or candidate. An employee is perfectly free to act politically on his or her own free time and, of course, to have a political opinion.

To engage during working hours in any activity for or against any candidate or person(s) elected to an LSCFN Council, Board, Committee, or other entities.

When seeking election to the LSCFN Council office, an employee shall adhere to the requirements embodied in the LSCFN Constitution and all Policy and Procedures. This article does NOT apply to election for any other Government.

A foundation of the employee/employer relationship is that the employee must show up for work and perform his/her duties to an acceptable level. Those employees elected to other Territorial or Federal office may no longer be able to fulfill this obligation.

## **1.9 USE OF LSCFN PROPERTY**

This section regulates the “outside” use of LSCFN property by an employee. Some examples are given for guidance on this matter, but are by no means comprehensive:

Employees must not use LSCFN property, equipment, supplies, or services for personal gain or for activities not authorized or not associated with the discharge of official duties unless approved.

## **1.10 PUBLIC COMMENT**

Every employee has “freedom of the individual” and a right to publicly express his/her personal opinions on matters of political controversy or on existing or proposed LSCFN policy or administration. However, such personal opinions are those of the individual employee and, as they do not necessarily represent the views and policies of LSCFN, employees must refrain from expressing their personal views as also being those of LSCFN.

Employees should be particularly careful, in both their own best interest and that of LSCFN, when expressing their opinion that they do not impair the public’s confidence in that employee’s ability to perform his/her official duties with integrity and impartiality. Also the employee should not impair the ability of LSCFN Council or Management to carry out its or their functions.

LSCFN believes in the “Freedom of the Press” and good relations with the media. During working hours all official relations shall be conducted such that only factual and objective information related to policies adopted by LSCFN Council shall be transmitted. All relations with the media concerning LSCFN policies, whether adopted or proposed, shall

be in accordance with LSCFN Laws, Rules, Regulations, Policies, and Guidelines, as appropriate. The LSCFN policy is that the Chief is the designated media spokesperson.

In their private lives employees have every democratic right to express their personal opinions and views to the press and to any other media so long as they do not represent their views as necessarily being those of LSCFN.

### **1.11 STAFF/COUNCIL RELATIONS**

It is important that LSCFN employees recognize the distinct roles of the elected and non-elected bodies within the LSCFN. Chief and Council is responsible for developing policy, and staff (employees) is responsible for its implementation. Another role of staff is that of advisors to Council. Because of the significance of this advisory function, it is important that staff avoid creating disparity by dealing with members of Council in an inequitable manner.

Some examples of areas to be aware of would be:

- a. Employees should deal with all members of Council in an objective and impartial manner at all times.
- b. Employees must recognize that democratically elected officials are responsible for the establishment of policy, and that employees are responsible for implementation of the directives originating from Council, and conduct themselves accordingly.
- c. Good teamwork is based on “no surprises.” LSCFN employees, when requested to provide information to elected officials, should endeavour to provide that same information to any other member of council who may require it or who requests it.
- d. Employees have the authority to refer elected officials to their Director if they are made to feel uncomfortable with any request for information, opinion or assistance, by, or on behalf of, an elected official.
- e. Should an employee have a request of council, the request should clearly state that it is made from a citizen of LSCFN and not an employee of LSCFN government. The request must not be regarding employment issues the citizen may have if employed by LSCFN.

### **1.12 EMPLOYMENT FREE OF HARASSMENT**

LSCFN is committed to creating and maintaining a work environment free of harassment, in any form and in which all people are treated with both dignity and respect.

LSCFN has developed a policy, to prevent harassment and to deal with complaints, to which employees are referred, as follows;

Workplace harassment is a major cause of unhappiness and discontent and will not be tolerated by LSCFN. An outline of the three major types of harassment is given below with some guidelines on how to overcome this totally unacceptable behaviour.

A definition of HARRASSMENT follows with the three main types listed:

a. **PERSONAL HARASSMENT:** Any improper behaviour by a person employed by LSCFN or by any elected official that is directed at and offensive to any other LSCFN employee and which the first person knew or ought reasonably to have known would be unwelcome.

Some examples of personal harassment are given (the list is NOT comprehensive, individual circumstances of the case would determine whether harassment had taken place):

Objectionable conduct, comment (including lateral violence or gossip) or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient. Other cases would be determined by the circumstances of the individual case.

b. **SEXUAL HARASSMENT:** Sexual harassment means any conduct, comment, gesture or contact of a sexual nature that might reasonably be expected to cause offense or humiliation to any employee or that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

Generally two types of sexual harassment occur:

Poisoned environment such as a work atmosphere that tolerates demeaning or offensive gender/sexual comments, jokes, gestures or displays or unwelcome flirtation or sexualized behaviours.

Quid pro quo ("this for that") such as specific requests for sex or sexual favours in return for a job benefit. This situation often occurs in relations of clear power difference where the harasser has complete or near complete control over the work environment and job opportunities.

c. **ABUSE OF AUTHORITY:** This is defined as an individual's improper use of power and authority inherent in the position held by means of intimidation, threats, blackmail, or coercion. Especially abusive are an action that endanger an employee's job, undermines an ability to perform the job or threatens the economic livelihood of an employee. However it shall NOT include the legitimate exercise of an individual's Supervisory power or authority. In this instance both the actions (what the person did) and attitude (how the person did it) will be assessed. Action can abuse the scope of their authority, while attitude can abuse the power intent in their authority. However, abuse of authority does not include the correct use of authority to make a Supervisory or management decision that the employee personally happens to disagree with. The LSCFN Council and senior employees acting on behalf of the Council will make every reasonable effort to ensure that no employee is subject to any abuse of authority and, where necessary an outside adjudicator or other party will be appointed.

The LSCFN Council will take disciplinary measures, as per our personnel policy, against any person under the Council's direction who subjects any employee to any form of harassment.

Any employee who believes they have been subjected to any form of harassment by any person who is employed or is otherwise retained by LSCFN, or any member of a LSCFN Governing Body, is encouraged to lodge a complaint.

- The complaint must be made in writing and given to their direct supervisor.
- If the complaint is against their direct supervisor, it should go to the next level until it reaches Chief and Council, if necessary.

Any complaint of harassment received will be dealt with in a manner that will make every possible attempt to minimize any further feelings of offensiveness or humiliation for the complainant. Any person acting for the employer will not disclose the name of a complainant or the circumstances related to the complaint to any person, except where disclosure is necessary for the purposes of investigating the complaint, or taking disciplinary measures in relation thereto.

An employee has the right to make a complaint directly under the Canadian Human Rights Act.

### **1.13 DEALING WITH PUBLIC HARASSMENT AND WITH THREATS AND VIOLENCE IN THE WORKPLACE**

**Scope:** All persons entering upon LSCFN premises.

**Purpose:** To maintain a harassment free workplace.

**Background:** Citizens or visitors on occasion come into LSCFN offices and threaten or harass employees. Employees in the course of their responsibility may possibly do the same to citizens. As a consequence these rules have to be set in place to govern conduct.

**Policy:**

- a. This policy mandates Council and Directors to ask citizens or visitors that behave in an abusive, threatening or inappropriate manner to leave the building or other place of business.
- b. The RCMP will be called immediately if a person refuses to leave the premises and charges may be laid against the individual(s).
- c. In extreme cases, LSCFN Council will request the court to impose a restraining order against these persons to stay away from LSCFN premises and other places where LSCFN conducts business for a specific period of time as set by the court.
- d. Any employee behaving in a threatening manner to a citizen or visitor will be subject to investigation and disciplinary action, as appropriate. In extreme cases, if violence is threatened or used by an employee on a citizen or other employee, the RCMP will be called immediately and disciplinary measures undertaken.

- e. Threats and violence have no place in the LSCFN workplace and will not be tolerated.

## **2.0 JOB DESIGN AND EVALUATION**

### **2.1 WORK PLANS**

**Scope:** All regular employees.

**Purpose:**

- a. Set out a common understanding of work expectations and, in specific areas, get results.
- b. Keep employees focused on work that is the most important and ensure deadlines are met.
- c. Use along with the Ethical Code of Conduct as a basis for employee performance and salary reviews.
- d. Develop an effective work force.

**Policy:**

- a. An annual work plan shall be developed by each LSCFN employee with the assistance of the Supervisor. (See Appendix 1)
- b. The work planning period shall be April 1-March 31 each year.
- c. The work plan will contain clearly stated tasks, starting dates, completion dates, and any significant deadlines (dates where input is required from or by another).
- d. The work plan should be simple and clear.
- e. Tasks contained in the work plan must be achievable by the individual and within a preset and realistic period of time. That is, the employee must be capable and must agree that she/he can do a certain task in a certain period of time. It is necessary to allow a reasonable amount of time for each task considering other work the employee will be doing.
- f. The work plan should not include all duties and responsibilities of the employee's position. Only the most important tasks are to be included, particularly those that Council wants monitored to ensure progress is made. Examples are: a new program service or initiative, preparation of proposals and reports with deadlines, project-type tasks, and those where service improvement is required.
- g. It is not necessary to include duties that are done routinely each day unless the objective is to improve output or the way in which work is done.

- h. The work plan should also include necessary personal training and development goals that relate directly to the employees work.
- i. Attendance at meetings should not be stated as tasks in the work plan but could be used to establish deadlines. A meeting may be a necessary part of doing something, but it is only part of the process, nonetheless often work has to be completed before a particular meeting.
- j. Council will meet with the Directors in the month of January each year to set program priorities in preparation for work planning. Then the Director will meet with each respective Supervisor to set priorities for each staff person. The actual work plan will be developed through a 2-way discussion between the Supervisor and the employee. The employee will be responsible and accountable for completing the tasks on time that are identified in the work plan.
- k. A work plan is a working document, but to remain useful, it must be revised as required during the year. If priorities change, then the Supervisor is responsible for discussing these with the employee and revising the work plan. The employee cannot be held responsible for new priorities if his/her work plan was not revised to reflect these changes.
- l. If something unavoidable occurs that effects the allotted time for a specific task, then both the employee and Supervisor are responsible for discussing this and revising the work plan. If the time cannot be extended to do the specific task, then possibly another task will have to be deferred.
- m. It is important to 'keep it simple' and make it work for you and LSCFN. Concentrate on those things that have priorities but are not being done, or are not done as well as desired.

## **2.2 EMPLOYEE PERFORMANCE REVIEW**

**Scope:** All regular employees.

**Purpose:**

- a. Evaluate employee performance, identify training and developmental needs, if any, and provide the basis for annual salary reviews. (See form - Appendix 1)
- b. Strengthen employee/Supervisor relationships by providing a two-way dialogue concerning employee performance.
- c. Improve employee job satisfaction and productivity.
- d. Provide an opportunity to set employee work plans for the coming year.

**Policy:** The employee performance review will be done based on the employee work plan and his/her personal suitability. The employee will be evaluated on how successfully she/he was in doing specific tasks within the specified periods of time as set

out in the employee's work plan. The employee's suitability in doing his/her job will be assessed using the Ethical Code of Conduct as a guide.

The employee performance evaluation is to be carried out by the immediate Supervisor along with the Human Resources Officer at the following times:

- Midway through and at the end of the probationary period.
- Annually, in February.
- As required at the discretion of the Supervisor or the employee.

The employee's performance evaluation will be discussed with the employee in detail and the employee will be encouraged to comment on the appropriateness and fairness of the review findings. This is also a good opportunity to discuss ways of making improvements for the next year.

In the event that an employee believes he/she has not been evaluated fairly, she/he has the right to grieve. This can be done by following the grievance policy, but only after attempting to resolve the disagreement through discussion with the Supervisor.

Below are some considerations for merit wage increases discussed in 2.3

- Wage increment based on CPI
- Wage increment based on wage scale

(The question is should what is the merit increase? Is it an increase to STEP TWO on the wage scale or an increase relating to the CPI or a payout based on the CPI rate for the previous year or a combination of the 3 options? The problem we had is that we shouldn't be getting a wage increase due to CPI AND a payout for the previous year. IE Person is making 10/hr and the CPI for 2007 is 1.0%. Their wage would increase to 10.10/hr and we shouldn't be paying out for 2007. This would mean calculating  $70 \times .10 \times 26$  for the payout.)

## **2.3 SALARY REVIEW - SALARY INCREMENTS**

**Scope:** All Employees

**Purpose:** Reward achievement

**Policy:**

A new wage scale will be implemented effective April 1<sup>st</sup>, 2006. The salary range for the various positions was designed in a way to allow for five increments.

Subject to a satisfactory performance evaluation and subject to funds being available for salary increases for the upcoming fiscal year, an employee will move annually to the next higher level on the wage scale until the highest level is reached.

There shall be a salary review undertaken for each employee during the month of February. The Supervisor and Human Resource Officer will undertake the review and it will be discussed with the employee.

Following the completion of the performance reviews held for his/her department, the Director will do a summary of her/his recommendations to the Management Committee for a decision.

Salary increases will be the result of merit, not years of service. The salary review will be done based on achievement of work plan tasks and adherence to the Ethical Code of Conduct.

In some cases, the starting wage for employees is less than the low end of the wage scale. In these cases the employee did not have the ability to fulfill the duties of the full position because skill development or training was needed. The wage level for these types of cases will be 75% of the starting increment on the wage scale. However, no one will receive less than minimum wage and will be entitled to the same benefits as those starting at a higher wage.

When the appropriate skills are acquired or training completed and the employee is doing the duties of the position she/he is entitled to a salary equal to the first step in the wage scale for his/her position level. Thereafter the normal salary review would apply.

In the event that an employee believes he/she has not been evaluated fairly, she/he has the right to grieve. This can be done by following the Grievance Policy as outlined in Section 11.0, but only after attempting to resolve the disagreement through discussion with the Supervisor and/or Human Resource Officer.

## **2.4 SALARY ADMINISTRATION**

The acceptance of the wage scale is for Chief & Council to approve. Work within the scale is the job of the administration. The scale will be reviewed as required.

In the setting of salary scales or range of pay for a particular position, as well as designating a salary or range of pay for a specific employee, the following factors may be considered:

Salaries should be roughly equivalent to pay ranges for similar positions with other First Nations governments, or equivalent to salaries for work of equal value in nearby communities.

Pay should be commensurate with the individual's qualifications and experience.

Salary should take into consideration Federal and Territorial wage scales.

The LSCFN's revenues, budget, and allocations for the position/department.

All salaries shall be paid according to the terms and conditions of employment. Annual salaries for employees shall be paid at the rate approved by the Management Committee.

The starting salary of new employees will be stated in the employee's offer of employment. Salary will be commensurate with the employee's experience and education, and will also take into account the level of responsibility of the position and the budget appropriations of the Administration.

Employees are required to record hours of daily work, including any overtime worked, on forms provided by the administration. Supervisors or the Supervisor's designate will be responsible for signing/approving employee time sheets in their department and submitting them to the finance prior to each pay period cut-off.

It is the policy of the Administration to pay its full-time employees on a bi-weekly basis. Should any payday fall on a holiday, pay cheques will be prepared on the last working day prior to the holiday.

Employees shall be provided with a statement of earnings and all deductions made from their pay cheques.

Part-time employees will be hired on an hourly rate or contract basis, to be agreed upon at the time of hiring. Hourly-rate employees will receive holiday pay at the rate of four (4) percent of gross earnings. Holiday pay for hourly-rate employees will be paid annually or upon termination of employment.

Contractors hired will have to refer to LSCFN's Contract Policy. See Finance for more information.

Part-time and casual employees are entitled to receive pay for a designated holiday, subject to the requirement of working the normal workday immediately prior to and immediately following the holiday, as defined by the Canada Labour Code.

Recognition for long service will be based on years served, overall performance and attendance.

## **3.0 HIRING OF EMPLOYEES**

### **3.1 RECRUITMENT AND HIRING**

**Scope:** All regular employees.

**Purpose:** Recruit an effective workforce to meet the overall goals and objectives of LSCFN and create a consistent, fair and open recruitment and hiring process.

**Policy:**

LSCFN will give preferential treatment in hiring in order of priority to:

LSCFN citizens

Carmacks Residents

Northern Tutchone citizens

Yukon First Nations citizens

Other potential candidates other than the ones described above

- a. Employment opportunities shall be open to all qualified applicants based on their knowledge, skills, abilities and personal suitability.
- a. Advancement within LSCFN shall be based on the individual's achievement, performance, ability, attitude, and potential for promotion. If at any time two

- people have identical qualifications as described above, length of employment and experience would then be the determining factor.
- b. People with disabilities will be considered for employment on the basis of their knowledge, skills, abilities, and personal suitability for a particular job.
  - c. A person with a disability, which does not interfere with job performance, shall not be disqualified.
  - d. Whenever practical, notice of intent to hire to fill any regular position shall be posted for at least ten days in several conspicuous locations within the community and be may advertised through the Whitehorse, YT based media.
  - e. All hiring of regular employees shall be done through the Hiring Committee, as selected by Chief & Council. The Hiring Committee shall follow the guidelines of the Personnel Policy and Hiring Committee guidelines as their terms of reference. The Director for the department for which a position is being hired must be present at the hiring committee meeting for direction and advice about the position. If there is direct conflict between the director and an applicant, arrangements will need to be made for another senior staff to be present at the time of hiring.
  - f. If none of the candidates are suitable for the job, the job will be re-advertised.

**Recruitment and Hiring Procedures:**

The Hiring Committee is comprised of:  
Two members selected from a pool of citizens  
One elder selected from a pool of elders  
Director of department that is hiring the position

All permanent jobs shall be advertised by means of notices and the media wherever possible. Notices issued by the LSCFN Administration shall be posted in places accessible to all LSCFN citizenship and may be sent to other suitable media advertising resources locally, territorially and/or nationally.

Applications shall be submitted on forms obtained from the LSCFN office or by resume and covering letter and shall include information on personal history, previous experience, references and any other relevant information applicable to the position. (See Appendix 6 LSCFN Employment Application Form)

The Hiring Committee will be responsible for screening applications for which the position is posted. All Committee members shall be present to review all applications received.

Candidates who meet the requirements, standards, competencies, and qualifications for the position will be given the opportunity for employment interviews.

Competitions will have deadlines, and applications by candidates must be received by the day of the competition deadline, in order to qualify.

Employment positions may be filled from within LSCFN, if the candidate meets the qualifications.

It is advisable to promote current staff members to more responsible positions where possible. Such promotions require the majority decision of the Management committee and should be based on the individual being considered for promotion having demonstrated capabilities for the job.

In the event that there is a suitable LSCFN staff member currently employed in another department, a transfer may be approved, with a majority decision of the Director's Committee.

Members on the Committee, who are directly related to applicants (members of their immediate family), cannot participate in the decision related to that position. The names of the applicants should be reviewed, with the successful applicant being chosen based on the merits of his/her qualifications.

The approval of the successful candidate by the Hiring Committee shall be recorded in the Committee minutes, outlining the name and position.

Applicants for all positions must not abuse alcohol and must be drug free to qualify. Refer to attached Alcohol and Drug policy.

**Steps in the Selection of Employees shall be as Follows:**

The Human Resource Officer shall keep an up-to-date list of all applications received for any position and shall keep all applications in an individual file. These will be considered and stamped/marked confidential, and will be kept in a locked filing cabinet.

The Hiring Committee will prepare a qualifying list from applications received. The Committee shall review all applications received.

Committee members will interview applicants who have been pre-screened and approve who should be hired.

The Human Resource Officer shall independently check the references of qualifying applicants, but only after the interview stage.

The successful applicant(s) will be notified as soon as possible by the Human Resource Officer, first by telephone, and then provided with a written offer of employment, signed by the Director. This written offer of employment shall include the job title, the starting salary, the date employment is to start, a copy of the job description, and any other information relevant to the appointment.

The successful applicant must sign the Acceptance of Employment within a designated period of time stated on the offer.

Notification to Applicants - Unsuccessful applicants will be notified in writing as soon as possible after the successful candidate has accepted the employment position unless otherwise stated on the posting.

New employees will then go through an orientation provided by the Human Resource Officer including introductions and required paperwork in the employee documentation package.

### **3.3 PREFERENTIAL HIRE**

Council accepts the principle of preferential hire for LSCFN citizens except in cases where it is deemed to be in the best interest of LSCFN to do otherwise. Examples of where this may be the case are:

- a. Where there is an urgent need to fill a position for a short period to do a specific job and it is known that critical skills and experience are absent in potential LSCFN member's applicants. In this situation it is particularly beneficial if there is a person available with known qualifications and proven experience.
- b. Where there is a need to fill a position and there are no known LSCFN citizens that meet basic qualification and experience requirements. In such cases the position would be staffed for a term of no longer than is required to recruit and fully train a LSCFN member to fill the position. LSCFN may not necessarily cover the direct cost of training.
- c. Temporary help or casual labourers can be hired directly by the Directors but fair hiring practices and preferential hire of LSCFN members will apply, this is only for positions 10 days and under and will be done on a contract basis. Also the Director cannot hire relatives as defined in section 3.4.
- d. An eligibility list will be created semi-annually for temporary help and casual labourers (including, but not limited to; labourers, cooks, drivers, temporary office help)

### **3.4 HIRING OF RELATIVES**

**Scope:** Hiring Committee and others in a position to recommend hiring or with authority to hire.

**Purpose:** To set guidelines to minimize conflicts, this may result from the hiring of relatives.

**Policy:**

It is recognized that because of the value of the extended family relationships among LSCFN members, implementation of this policy shall require good judgment and discretion on the part of people in a position to recommend hiring and those people with authority to hire.

The Hiring Committee will not hire relatives of present employees into any department or division of LSCFN in a direct authority line relationship, i.e. relatives must not supervise nor be supervised by one another

For purposes of these guidelines, a relative is a husband/wife, mother/father, mother/father in-law, son/daughter, son/daughter in-law, brother/sister, or similar relationships as a result of a common-law arrangement.

Present employees who become married or enter a common law relationship to other present employees are permitted to continue their employment. Should one of them leave, the Hiring Committee would not rehire that person into a direct line reporting relationship with a relative.

Where any potential conflict of this nature exists of relatives supervising or being supervised by one another, the Director will consult with the relatives involved to find a fair and equitable way of revising the reporting relationship. This could be done by reassigning one of the related employees to another position or by changing structure with respect to reporting one to the other.

### **3.5 TEMPORARY POSITIONS AND ASSIGNMENTS**

The Director is responsible for filling temporary positions and assignments, up to the Manager level but cannot hire relatives as defined in section 3.4.

The Director may select staff to fill temporary positions for a period of 10 weeks or less (subject to budget constraints). Such temporary positions may not be renewed or extended. If such a position is reclassified to full-time or permanent, an open competition will be held.

Employees who are required to perform the duties of a higher position on a temporary basis, for a period of at least 5 working days, will be paid at the same rate as that of the higher position, for the period in which they are on acting assignment.

### **3.6 ORIENTATION**

When new employees begin work, the Human Resource officer will provide them with a copy of the LSCFN Personnel Policy and Procedures Manual, to familiarize themselves with LSCFN policies and procedures. Employees and their Supervisors will also be required to sign a copy of their written job descriptions acknowledging that their job responsibilities are understood, as well as an oath of office guaranteeing adherence to the employee Code of Conduct and Confidentiality Agreement after having reviewed both with their Supervisor. If the job description is later changed at any time, such changes will also be provided in writing, explained in person by the employee's Supervisor, and signed by the employee.

It is mandatory for new employees to sign the Code of Conduct, the Confidentiality Agreement, the Information Technology (IT) Policy, and the Alcohol and Drug Policy.

The administration will provide new employees with an adequate amount of time for orientation, which will include having the new employee look through appropriate material and background files, etc. and train with their immediate Supervisor and fellow employees. If possible, some overlap time will be provided to allow the new employee to train with the previous employee in that position. The LSCFN staff should cooperate fully with the new employee during this orientation process.

### **3.7 PROBATIONARY PERIOD**

**Scope:** All newly hired employees and regular employees appointed to new positions.

**Purpose:** To set out a reasonable time frame to assess the work habits and job suitability of new employee or an employee in a new position.

**Policy:**

- b. The probationary period for all new employees or employees new to a position will be three months but will be extended to six months when performance and/or personal suitability cannot be fully evaluated in that time period, unless there is a reason for dismissal for cause.
- c. If a probationary employee does not work out satisfactorily after three months, they will be dismissed in as sensitive a manner as possible. Management will provide two weeks written notice prior to dismissal or two weeks pay in lieu of notice. Management will take care not to jeopardize a dismissed person's future employment prospects or entitlement to unemployment insurance or social assistance if the person was not dismissed for cause but merely for unsuitability to the position.
- d. Reason(s) for dismissal must be given in writing.
- e. In the case of a promotion or transfer, if the employee is unable to perform the required work, other suitable employment will be offered if available, but LSCFN is not obligated to guarantee that there will be a position available. In this event, a severance package will be negotiated or arbitration proceedings invoked. The employee will have the right to appeal the dismissal or downgrading. Reasons for the decision must be given in writing.
- f. An employee on probation will be evaluated on the basis of personal suitability and performance of assigned tasks. Tasks will be assigned in the form of a work plan.
- g. The employee's probationary Director shall conduct a performance assessment at the end of the three or six month probationary period. At the time of assessment, the Supervisor shall discuss the performance assessment with the employee and outline any remedial action necessary. Both the employee and the Director will sign the assessment. If an employee wishes to add his/her own observations or comments, these will be included in the employee's personnel file. The Directors will also review the evaluation at the end of the probationary period.

- h. The evaluator shall use the evaluation form approved by the LSCFN Administration.

## 4.0 HOURS OF WORK

### 4.1 GENERAL

**Scope:** All employees and full-paid Members of Council including the Chief.

**Purpose:** To set standard work schedules.

**Policy:**

All employees will normally work a seven-hour day, Monday through Friday, for a total workweek of thirty-five hours. Normal work hours are from 8:30 a.m. to 12:00 noon and from 1:00 p.m. to 4:30 p.m.

Where it is necessary that the duties of any position be performed during hours other than/in addition to those required above, the appropriate Director shall prescribe in writing such days and hours of work as are deemed necessary for employees in such positions.

Directors may set different standard hours of work for employees specifically to do projects or to work under arrangements that are to create employment opportunities for LSCFN members. In any event, standard hours of work shall not exceed 35 hours in a week. Other exceptions in the standard hours per week include Daycare workers who shall not exceed 40 hours per week.

Daycare: The standard hours of work for Daycare workers shall not exceed 40 hours per week. However, actual hours of work may be less, based upon the number and age of children on any given day.

Employees are required to record the number of hours worked each day on forms provided by the Administration, or by the use of a time clock if directed. Supervisors will be responsible for approving and signing employee time sheets and submitting them to the Finance Department prior to each pay period end.

Employees who miss work will be deducted for the time missed.

LSCFN management may authorize flexible hours of work for specific positions such as a youth worker who may be required to coordinate evening or weekend activities. It should be noted that the hours of work will remain unchanged at 35 hours per week.

Labour Canada regulations apply.

Employees that are also members of council may be required to perform their council duties during normal work hours. These council members must fill out a leave form from their regular duties.

## 4.2 ATTENDANCE, ABSENCE AND LATENESS

**Scope:** All employees.

**Purpose:** To establish standards and in this way maintain a productive work environment.

**Policy:**

Employees are expected to be at their place of work throughout regular, scheduled hours of work. Lateness or absence without legitimate reason will not be tolerated.

Employees who will be late are expected to call their Supervisor or other designated person within **thirty minutes** from the start of that work morning or afternoon and give an indication of when they expect to arrive at work.

If an employee is habitually late, that employee may be subject to disciplinary action.

If an employee is absent at any time during regular hours of work without having notified their Supervisor or other designated person, they will be considered absent without authorization and may be subject to disciplinary action.

If an employee is habitually absent during regular hours, he/she may be subject to disciplinary action.

Employees are not entitled to pay for time absent without authorization. Being late or absent without authorization can result in pay loss and/or disciplinary action.

In situations of unauthorized absences, should an employee fail to notify his/her Supervisor for a period of five consecutive working days, the employee will be given written notice and be deemed to have abandoned his/her position, and thereby cease to be an employee, dependant on extenuating circumstances.

(Extenuating circumstances: factors the make somebody's actions excusable or less blameworthy.)

## 4.3 OVERTIME & TIME-IN-LIEU

**Scope:** All employees.

**Purpose:** To adequately compensate for overtime worked.

**Policy:**

- a. Time worked over regular working hours, noted as overtime, will be compensated for by time-in-lieu at the rate of one and one-half hours off for each hour of overtime worked.

- b. All overtime should be pre-authorized by completion of the designated form and approval of the immediate Supervisor or the Director.
- c. Overtime must be submitted on a regular basis. Overtime submitted that is over 3 months old will not be authorized.
- d. Although every attempt should be made to travel during regular working hours, any travel time outside of regular hours will be compensated for by time-in-lieu at the rate of one and one-half hours off for each hour of travel.
- e. Finance will not accrue overtime credits to any employee's account without an accompanying signed Authorization for Overtime Form.
- f. Overtime accounting shall be based on a twelve month period; the LSCFN "fiscal" year.
- g. If an employee is required to work on a designated or statutory holiday as identified under Section 8.1, they will earn overtime or pay at one and one-half times in addition to other regular pay for that day.
- h. Time-in-lieu must be applied for like any other leave on the Designated Leave Form. Time-in-lieu must be approved two (2) days before the intended leave is to begin.
- i. Both management and the employee are responsible for ensuring that time-in-lieu is not overly accumulated. Not more than 35 hours of time-in-lieu should be accumulated at one time. Instead, it should be taken routinely as days are accumulated. Finance to notify director when employees have accumulated 35 or more hours.
- j. Time in lieu will not be approved for Fridays or potlatches.
- k. Time-in-lieu credits of one full day or more must be used before vacation leave days are used.
- l. The maximum carryover of lieu time to the next fiscal year shall not exceed 35 hours.
- m. Time-in-lieu credits can only be carried forward six months into a new fiscal year.

## **5.0 STAFF DEVELOPMENT**

### **5.1 STAFF DEVELOPMENT POLICY**

**Scope:** All regular full-time employees.

**Purpose:** To provide employees with opportunities for additional training and education to increase their competence in present jobs and to prepare for their advancement to increase the participation and representation of citizens within LSCFN Government.

**Policy:**

Management will do everything practical and reasonable to support and encourage the training and development of its employees. However these individuals share with LSCFN the responsibility and obligation to advance their own skills and knowledge beyond that attained in their basic training programs.

When a training request is being considered for approval the individual's ability to benefit from training offered will be taken into account. There should be a good indication that the individual is doing well in his or her job in spite of an identified skill or knowledge shortage.

Assistance available:

Where the employee's Supervisor has recommended and the Director has approved, the employee will be entitled to receive full salary while in attendance at seminars, conferences, workshops, etc., of less than 2 weeks duration.

Where the employee's Supervisor has recommended and the Director has given approval, the employee may be entitled to receive a portion or all of the tuition and text book costs upon successful completion of the course depending on availability of funding for night school, vocational, correspondence courses, etc.

Employees taking courses related to their duties and responsibilities may be permitted to study time at one-half day per week at the discretion of their Supervisor. This privilege is cancelled if the course of study is not completed or is discontinued, or the employee is not attending all sessions without a valid reason.

Assistance may be granted or otherwise approved by the Director if an employee requests education leave of short duration (less than one (1) month) and if courses are related to the employee's position, and if they have exhausted other options of financial assistance for education.

Long term post-secondary education assistance is available by applying to the LSCFN Post-Secondary Education Assistance Program at LSCFN.

## **6.0 PERSONNEL FILES**

### **6.1 GENERAL**

Personnel files will be maintained on a current basis for all employees. These files will include such information as the employee's original employment application, date employment started/terminated, original salary level and any subsequent increments,

signed copies of the employee's job description, Work Plan and Performance Evaluation (See Appendix 1), Oath of Office (See Appendix 2), Confidentiality Agreement (See Appendix 3), TD-1s, personal vehicle usage contract (if applicable), current information on the employee's vacation and sick leave credits, etc.

Employees shall have access to their personnel files, in the presence of the Human Resource Officer or authorized staff member.

Employees will receive personal copies of their written job descriptions, any subsequent additions, or alterations to their job descriptions, the Employee Code of Conduct contract, and other relevant information.

## **6.2 CONFIDENTIALITY OF PERSONNEL FILES**

Employees' personal information shall be kept confidential. Access to and handling of personnel files will be restricted to an authorized staff member.

Written permission of the employee will be required before allowing access to anyone other than an authorized staff member.

Unauthorized release of personnel information is an offence under LSCFN policy and the Canada Labour Code.

## **7.0 EMPLOYEE BENEFITS**

### **INTRODUCTION**

This section deals with a roster of staff benefits including: Holiday Benefits, Unemployment Insurance Benefits, Canada Pension Plan, LSCFN Pension Plan, Workers' Compensation, Disability and Group Insurance and Fringe Benefits.

### **7.1 CANADA PENSION PLAN**

LSCFN employees, both full and part-time, are required to contribute to the Canada Pension Plan. This plan is administered by the Federal Government and pays both a disability and a retirement pension to qualified contributors and a survivor's pension to their survivors.

### **7.2 EMPLOYMENT INSURANCE BENEFITS**

LSCFN employees, both full and part-time are required to contribute to the Employment Insurance Benefit Program administered by the Federal Government. This program pays employment benefits to qualified persons out of work.

### **7.3 WORKERS' COMPENSATION**

LSCFN employees, both full and part-time, are covered by Workers' Compensation. This program provides wage replacement coverage when an employee is required to be off work due to a job-related accident or illness.

### **7.4 DISABILITY AND GROUP INSURANCE**

LSCFN has disability and group insurance for LSCFN employees. LSCFN has made these benefits mandatory for all permanent full time employees. Such coverage provides protection to both the LSCFN and its employees for cases of long- or short term illness or disability. Full-time employees are those employed for a period of three months or longer, with minimum 20+hour workweeks.

### **7.5 HOLIDAY BENEFITS**

The following apply:

- a. Employees, both term (those employed for less than a full year term) and casual (hourly rate) employees will be paid holiday pay at a rate of 4% of gross salary with increases dependant on length of service as described in section 8.2.1(m).
- b. Employees are eligible to request vacation leave after six full months of employment, however, in case of emergency, probationary employees may be allowed leave upon approval of the Director.
- c. Full-time LSCFN employees will earn holiday credits at a rate dependant on length of service as described in section 8.2.1(i).
- d. Employees with accumulated holiday pay credits at the time of their employment termination will be paid their holiday pay due.
- e. In the event that a staff member dies while an employee of the LSCFN, the employee's estate shall be paid the earned holiday pay.

### **7.6 PAY ADVANCES**

**Scope:** All employees.

**Purpose:** To provide for reasonable regulation of pay advances yet is sensitive to the occasional urgent financial need of employees.

**Policy:**

In special circumstances (such as bereavement, family medical emergency) the immediate Supervisors or the Director may authorize pay advances to employees, of up to three hundred dollars (\$300.00). Recovery of the advance will be made from the employee's next pay cheque, or otherwise agreed to by the Director.

All outstanding pay advances must be repaid according to a repay schedule worked out with the Director. The schedule must ensure timely repayment of all advances.

Prior to completions of employment, pay advances and all outstanding members receivable shall be deducted from the final pay cheque.

## **7.7 SEVERANCE PAY**

**Scope:** All regular employees

**Purpose:** To compensate permanent employees on termination by LSCFN, except in cases of dismissal for just cause.

**Policy:**

A regular employee is entitled to severance pay if they have worked for at least twelve consecutive months, and if, LSCFN has terminated their employment for any reason except for dismissal with just cause.

The severance pay entitlement is the equivalent of one week's pay at the employee's regular rate of pay for regular hours of work, for each completed year of employment. This rate for permanent employees that are not full time will be earned at a rate proportionate to their normal hours of work, for example if an employee works half-time, their severance pay will be based on one half of a week per year.

## **7.8 GARNISHMENT**

**Scope:** All employees.

**Purpose:** To define the labour standard with respect to garnishment of an employee.

**Policy:**

- a. No employee shall be dismissed, suspended, laid-off, demoted, or disciplined on the grounds that garnishment proceedings may be or have been taken with respect to the employee.
- b. The LSCFN will abide by regulations and garnishee from Employees accordingly.

## **7.9 LSCFN PENSION PLAN**

LSCFN has the Manulife Insurance Pension Plan. It is mandatory for all employees to contribute to the Plan. All current employees that do not contribute to the pension plan must sign a waiver indicating their refusal to participate. All new full time LSCFN employees will be required to contribute to the LSCFN Pension Plan. Part-time employees may participate. Employee will contribute 5.5% of gross wages and LSCFN will match the contributions. This plan is administered by LSCFN and pays both disability

and a retirement pension to qualified contributors, and survivor's pension to their spouses.

## **8.0 EMPLOYEE LEAVE**

### **8.1 DESIGNATED HOLIDAYS**

**Scope:** All employees.

**Purpose:** To define designated holidays (other names commonly used - general holidays: statutory holidays).

**Policy:**

The LSCFN observes the following designated holidays:

- New Year's Day, January 1
- Heritage Day, third Friday in February
- Good Friday, Friday before Easter
- Easter Monday, Monday after Easter
- Victoria Day, Monday closest to May 21
- National Aboriginal Day, June 21
- Canada Day, July 1
- Traditional Pursuits, 5 days for either fishing, hunting, or gathering (i.e. berry picking) (Full-time permanent)
- Discovery Day, Monday closest to August 17.
- Labour Day, First Monday in September.
- Thanksgiving Day, Second Monday in October.
- Remembrance Day, November 11.
- Christmas Day, December 25.
- Boxing Day, December 26.

To be entitled to be paid for a designated holiday, an employee must have been employed at least thirty calendar days before the holiday occurs.

When a statutory holiday falls within a period of approved vacation leave, the statutory holiday shall not count as a day of annual leave.

When a statutory holiday falls on a weekend, LSCFN will observe the holiday by granting a day-in-lieu on either the last working day before, or the first working day after, the actual date, to be determined by the Management Committee. Directors may require some employees to take one of the dates, the remaining employees to take the alternative date, if this is in LSCFN's interest.

Employees required to work on a general holiday are entitled to regular pay for that day and additionally they will earn time-in-lieu at a rate of one and one half times.

Traditional LSCFN ceremonial days (local cultural gatherings) may be observed as designated holidays at the discretion of Council.

Extended Christmas holidays with pay will be at the discretion of Council.

## **8.2 VACATION LEAVE**

**Scope:** All employees.

**Purpose:** To define guidelines for this benefit.

### **8.2.1 Policy**

- a. Full-time permanent employees earn, but may not take, vacation leave during their first six months of employment, except in the case of an emergency (i.e. family bereavement) and then only up to the level of leave already earned, unpaid leave may also be granted under such circumstances. Employees working for LSCFN shall be entitled to leave credits for the month they started, provided they work ten days during that month.
- b. Vacation leave may be taken only when authorized. Requests for vacation leave are to be made as far in advance as possible. Requests are to be made on the designated form and submitted to the immediate supervisor for approval of the holiday schedule, before going to Finance who will ensure that the policy is being followed with respect to credits earned and used.
- c. Time-in-lieu credits of one full day or more must be used before vacation leave days are approved.
- d. Every reasonable effort will be made to allow an employee leave at the time requested. However, the granting of leave is at the discretion of the immediate supervisor or director. This is essential in order that leave can be scheduled in an orderly fashion and the disruption of workflow is minimized.
- e. Granting of annual leave will be determined along with the duties of a particular position. In some cases, where it is necessary that an individual be at work during a certain period, vacation leave may not be granted for that time. This includes but is not limited to; construction season, fishing and hunting season, fiscal year end, etc.
- f. Employees are encouraged to take vacation leave on an annual basis, as this is considered necessary for continued good health and job performance. The building-up of excessive vacation leave credits is permitted only in exceptional circumstances or for pre-planned special purposes.
- g. In any event, an employee is entitled to and must be granted a vacation within ten months from the end of each established consecutive vacation-year. The vacation leave shall be equal to at least all vacation leave credits earned up to the end of the vacation-year, except where the employee has in written form, and under exceptional circumstances, has requested, and LSCFN has agreed to

- have, a specified amount of earned vacation leave carried over to a specified time.
- h. The vacation-year, the twelve-month period in which vacation leave credits are earned and vacation leave days are taken will be the LSCFN fiscal year. Finance will maintain a record system of vacation leave credits earned and vacation leave days taken.
  - i. Unless otherwise earned or negotiated, permanent employees shall earn vacation leave as follows:
    - Up to five years of continuous employment: 1 and 1/4 days per full month of employment. This equals three weeks leave for each 12 months of employment.
    - After five years of continuous employment: 1 and 2/3 days per full month of employment. This equals four weeks leave for each 12 months of employment.
    - After 10 years of continuous employment: approximately 2 days per full month of employment. This equals five weeks leave for each 12 months of employment.
  - j. Regular part-time employees earn vacation leave credits in proportion to the stipulated hours of employment. For example, an employee working on a half-day basis will earn leave credits at one half of the full time employee rate.
  - k. The leave credits earning-rate will be effective from the effective date of this policy but will not apply to leave credits earned previously.
  - l. Casual, short term, or seasonal term employees earn vacation pay at 4% of gross wages with an increase of 1% every two years to a maximum of 7%.
  - m. When an employee is going to take vacation leave the employee, in consultation with the Supervisor, is responsible for insuring that the functions of the employee's position are fulfilled during an absence. To facilitate this, each employee going on leave should prepare a procedures list regarding daily, weekly, and monthly duties. Special activities should be described. Information such as, which file a particular form can be located in, etc. may also be useful to the employee who is required to "stand in". Important responsibilities that are time related (e.g. a report which will be coming due to a funding agency) should be taken care of before the employee responsible leaves on vacation.
  - n. When an employee ceases to be employed, the employee will be paid earned holiday pay due.
  - o. In the event of the death of an employee of LSCFN, the employee's estate shall be paid earned holiday leave, in addition to any other monies owing.
  - p. Directors of each department shall maintain a chart of vacation schedules for LSCFN staff. This will help to ensure that vacations are scheduled in a way that will enable LSCFN administration to meet its responsibilities during staff absences.

### **8.2.3 Pay-in-lieu**

- a. In exceptional circumstances, pay-in-lieu of accrued vacation leave may be granted if reasons for the request are given in written form. An example of “exceptional circumstance” would be, in a case where during the latter part of the fiscal year it became essential to LSCFN that certain work be performed and the employee making the request is the only one who can complete the work on time. Council would also have to agree that the matter was sufficiently important to LSCFN to warrant an over committing/spending of the salary budget by the amount of the pay-in-lieu.
- b. In the case where the above condition arises and the employee did not have excessive leave credits accumulated, it would then be necessary to approve a carryover of annual leave.
- c. Pay-in-lieu must not be used as a loophole to apply for or approve a salary advance, which technically becomes an unapproved loan to an individual, which can also create problems with Revenue Canada.

## **8.3 SICK LEAVE**

**Scope:** All regular employees.

**Purpose:** To provide benefits for periods of temporary absence due to illness or injury.

### **8.3.1 Policy**

- a. Regular employees earn sick leave with pay credits on the basis of continuous employment with LSCFN.
- b. Regular full-time employees earn sick leave with pay credits at the rate of one and one quarter days per month.
- c. Regular part-time employees earn sick leave with pay credits in proportion to the stipulated hours of employment.
- d. Sick leave with pay credits earned but not used are carried forward into subsequent years of employment, up to a maximum of forty-five days.
- e. If ill or injured the employee shall make every reasonable effort to notify the immediate supervisor on the first day of the absence or the day of injury and indicate, as far as possible, when the employee expects to return to work. If the illness or injury occurs during work hours the employee will notify the supervisor before leaving. In either case, where this is not possible common sense will prevail. The employee will ensure the supervisor is notified as soon as reasonably possible.
- f. An application for sick leave must be made on the designated form for each absence due to illness or injury.

- g. The employee must submit a medical certificate for absences of more than three days. The supervisor or director may at any time, request a medical certificate for absence of **less than three days** as a condition for granting sick leave.
- h. If the employee becomes ill and the illness persists beyond their sick leave availability but it is shorter than one hundred and twenty days, the employee shall apply for short term disability anything longer than that the employee shall apply for long-term disability benefits through the group insurance plan. The finance department will assist the employee in applying for the above. If all sick leave credits are used up, before long-term disability is available, employees are usually eligible for EI benefits.
- i. Sick leave with pay will normally be granted only to the extent of credits accumulated. However for compassionate reasons, to relieve family hardship, the Director may authorize advanced use of sick leave with pay credits up to a maximum of 15 days, providing that the employee agrees in writing that the advanced sick leave with pay will be considered to be the same as a pay advance until the equivalent amount of sick leave with pay credits are earned and re-credited.
- j. If advanced sick leave with pay credits are granted and the employee's job with LSCFN ceases before sufficient credits are earned, the remaining days owing will be deducted from final pay.
- k. An employee must be allowed up to 60 days sick leave at any time provided that the employee has been employed continuously for at least three months and has submitted a medical certificate. If the employee has insufficient sick leave with pay credits, the remaining days would normally be taken without pay or short term disability would be looked at and applied.
- l. Designated holidays, which fall within a period of sick leave, will not be charged against the employee's accumulated sick leave with pay credits.
- m. Sick leave may be approved to cover personal medical & dental appointments. A slip from your practitioner will be required to accompany the leave application. This does not cover leave for normal sickness of immediate family members or their personal medical or dental appointments.
- n. On termination of employment, no financial compensation shall be provided for accumulated sick leave with pay credits.
- o. If a former employee is rehired within two years any accumulated sick leave with pay credits from previous employment with LSCFN may be carried forward providing that the employee requests this be done when the new employment commences.

#### **8.4 MATERNITY LEAVE WITHOUT PAY**

**Scope:** All regular employees.

**Purpose:** To define the guidelines for this benefit.

**Policy:**

- a. After completing six months of continuous employment, an employee shall be eligible for up to 52 weeks of combined maternity and parental leave without pay, provided that the application for leave is made in writing and accompanied by a doctor's certificate confirming the pregnancy and the probable due date, at least four weeks prior to the commencement of the leave. This requirement is waived in the case of premature birth or when the child comes into custody suddenly.

A doctor's certificate will be required if the employee wishes to work up to the expected date of delivery.

The employee will be provided with advice by administration regarding obtaining EI benefits during her maternity leave.

The employee is entitled to return to her duties at any time, if her doctor approves, or alternatively if she gives four weeks notice in writing of her intention to return to work. However she will not be required to return to work earlier than six weeks after the birth, if she so desires.

Both full and part time employees are entitled to maternity leave and the employee's service will be considered continuous during the period of leave.

Upon an employee's return to work after maternity leave, LSCFN will make every effort to either return the employee to her former position with LSCFN, or to provide her with a comparable position, with not less than her former wage and benefits.

An employee who gives birth or terminates a pregnancy, or suffers health problems associated with the pregnancy before the maternity leave request is made, will be given a maximum of 16 weeks unpaid leave if she requests the leave and supplies a doctor's certificate. The employee may request a shorter period but will not be required to return earlier than six weeks after the birth or termination of the pregnancy occurred, unless she wishes to and her doctor approves, or alternatively she supplies four weeks notice in writing of her intention to return to work.

An employee who wishes to continue their pension or health benefits may do so as long as they continue to pay their portion that they would normally have paid while working.

## **8.5 PARENTAL LEAVE WITHOUT PAY**

**Scope:** All employees.

**Purpose:** To support parental care and nurturing of newborn or newly adopted children.

**Policy:**

- a. After having worked at least six months continuously with LSCFN an employee is eligible for up to 37 weeks of leave without pay. The employee must submit a written request for the leave at least 4 weeks in advance, where this is possible. This requirement is waived in the case of premature birth or when the child comes into custody suddenly.
- b. An employee is entitled to leave beginning on the day their child is born or the first day of actually having care and custody of a newborn child.
- c. An employee who commences legal proceedings for the adoption of a child is entitled to leave beginning on the day on which the child comes into the employee's care.
- d. Parental leave can, however be taken at any time after the birth or adoption provided 4 weeks notice is given and the leave is completed no later than the anniversary date of the birth or adoption of the child.
- e. If both parents are employees of LSCFN the combined total amount of parental leave they may take is 37 weeks.
- f. Both maternity leave and parental leave can be taken together provided the leave is continuous or LSCFN and the parent agree otherwise. In this case, if both parents are LSCFN employees, only the 37 weeks parental leave is affected by the combined total amount rule given in the previous paragraph.
- g. Both full and part time employees are entitled to parental leave and the employee's service will be considered continuous during the period of leave.
- h. Upon an employee's return to work after parental leave, LSCFN will make every effort to either return the employee to their former position with LSCFN, or to provide them with a comparable position, with not less than their former wage and benefits plus any increments they would have received had leave not been taken during their paternity leave.

An employee who wishes to continue their pension or health benefits may do so as long as they continue to pay their portion that they would normally have paid while working.

## **8.6 SPECIAL LEAVE WITH PAY**

The following apply:

Employees, both full and part time may request and obtain compassionate leave of up to five days if there is serious illness or bereavement in their immediate family, or other special circumstances such as adoption, awards, etc., with the approval of the employee's immediate Supervisor and the Director.

"Immediate family " shall be defined to include one's spouse, son, daughter, foster child, mother, father, sister, brother, aunt, uncle, niece, nephew, grandmother,

grandfather, parent-in-law, sister- or brother-in-law, grandchild or parent surrogate by tradition. Common-law marriages (where, although a man and woman are not legally married, they cohabit and consider themselves equivalent to married) are recognized for employee leave purposes.

If travel is required, up to two days additional leave may be approved, with the permission of the Director.

Options for Special Leave:

Banking  
Child medical  
Birth of Child – Mother & Father  
Adoption of Child  
Marriage Leave(5 days)

## **8.7 SPECIAL LEAVE WITHOUT PAY**

- Employees are entitled up to 8 weeks of compassionate care leave to provide care and support to a gravely ill family member. A certificate is required from a qualified medical practitioner, stating that the family member has a serious medical condition with a significant risk of death within 26 weeks.
- “family member” is defined as; the employees spouse or common-law partner; the employee’s child, or child(ren) of the employee’s spouse or common-law partner; and a parent of the employee or spouse or common-law partner or the parent“  
“Common-law partner” means a person who is cohabiting with the individual in a conjugal relationship, having so cohabited for a period of at least one year.
- An employee who wishes to continue their pension or health benefits may do so as long as they continue to pay their portion that they would normally have paid while working.

## **8.8 COURT LEAVE**

**Scope:** All employees.

**Purpose:** To encourage employees to fulfill their civic responsibilities.

**Policy:**

Leave of absence with pay shall be given to every employee, other than an employee on suspension, who is required to serve on a jury or who is subpoenaed to attend as a witness in proceedings held:

Under the authority of a court, justice or before a grand jury.

Before a court, judge, justice, magistrate or coroner.

Before a person or body of persons authorized by law to make an inquiry and compel the attendance of witnesses before it.

Remuneration received from the judicial system is deducted from the employees pay.

Pay will not be granted for voluntary court appearances, such as acting in the capacity of character witnesses. Leave to appear in court for personal reasons, either as a plaintiff or as a defendant, are either taken without pay or be chargeable against accumulated annual leave credits.

## **8.9 EDUCATIONAL - PROFESSIONAL LEAVE**

The following apply:

- a. Employees of LSCFN may be granted short-term leave to take educational courses, with full or partial salary being paid, as well as travel assistance.
- b. Employees must obtain approval from their Director for long-term educational leave and should apply to the Director for the leave at least three months prior to it commencing.
- c. Applications shall provide all relevant details about the course/workshop, including how it will benefit the applicant's professional development and improve the applicant's performance/abilities in his/her employment with LSCFN.
- d. Professional examination leave may also be granted, with pay and travel assistance, to enable employees to sit for professional examinations. Application for approval will require a written request and approval from the Director and Council. Whenever possible, attempts should be made to sit examinations in the community.

## **8.10 WORK RELATED ACCIDENT OR ILLNESS**

**Scope:** All employees.

**Purpose:** To provide worker's compensation coverage for all employees.

**Policy:**

- a. LSCFN will maintain Worker's Compensation coverage for all employees in the event that an employee is required to be off work due to a job-related accident or illness. Finance will ensure that coverage is adequate for all employees.
- b. No employee can be laid off or otherwise have their employment terminated while on worker's compensation, unless their term of employment was to expire in any event.

## **8.11 DEATH OF AN EMPLOYEE**

**Scope:** All employees.

**Purpose:** To provide assistance to that family for immediate expenses.

**Policy:**

A cheque for any salary and vacation pay due to the employee at the date of his/her death will be issued to the estate immediately.

Any outstanding benefit claims will be processed immediately.

Assistance will be offered to the widow/widower or other dependents in claiming survivor benefits under the Canada Pension Plan.

Counselling on other financial matters will be offered to the family.

A gift equivalent to four week's pay will be made immediately to the surviving spouse.

If the deceased is not survived by a spouse but is survived by dependents payment will be made to the child, or to the children. If the oldest child is under 16 years of age, payment will be made to the estate and held in trust until the child reaches the age of majority.

## 8.12 LEAVE WITHOUT PAY

**Scope:** All employees.

**Purpose:** To define the guidelines for this benefit.

**Policy:**

- a. Leave without pay will be granted based on merits and is subject to operational requirements. All leave without pay requires written permission, prior to leave occurring.
- b. The immediate Supervisor or Director may grant short-term leave without pay, leave of up to twenty-two working days.
- c. Long-term leave without pay, leave of more than one month, requires Director approval prior to the leave commencing.
- d. Leave without pay of more than six months requires approval from both the Director and Chief and Council. Long-term leave would normally not be approved except for career development or other very specific worthwhile purposes.
- e. Leave without pay for maternity, parental, and sickness reasons are covered separately under these headings.
- f. The reason and duration of the leave requested must be clearly indicated on the application. If the leave requested is to be of long duration it is advisable to attach details.

### **8.13 TIME OFF TO VOTE**

**Scope:** All full time employees who are eligible to vote in LSCFN, municipal, territorial, or federal elections.

**Purpose:** To define the guidelines for this benefit and to encourage employees to fulfill their civic duties.

**Policy:**

- a. Federal elections: four full hours prior to polls closing;
- b. Territorial elections: four full hours prior to polls closing; and
- c. LSCFN elections: four full hours prior to polls closing.

## **9.0 DISCIPLINE**

### **9.1 DISCIPLINE**

**Scope:** All employees.

**Purpose:** A policy for Supervisors and employees to ensure and promote proper order, efficient control, and acceptable conduct.

**Policy:**

- a. The concept of discipline implies a respect on the part of all employees for the goals and expectations of LSCFN. These disciplinary policies have been developed as a guide for LSCFN Supervisors and employees to ensure and promote proper order, efficient control, and acceptable conduct.
- b. The primary goal of a disciplinary procedure is to modify an employee's behaviour to meet expected standards, in effect to make the LSCFN operations more efficient. Disciplinary action will only be used as a last resort, where an employee does not respond favourably to the standards or conduct required of them or where they fail to respond to additional training or instruction.
- c. Supervisors will communicate openly but privately with employees regarding any breach of conduct or unsatisfactory work performance, and encourage the employees to voluntarily correct their behaviour. Should an employee require treatment for alcohol and drug abuse, the decision for treatment will be in confidence and will not be considered as "disciplinary" action as long as the employee attends the sessions and treatment, as applicable.
- d. LSCFN will assist the employee obtain treatment.
- e. Failure to attend treatment regularly may lead to disciplinary action.

- f. Any disciplinary action must allow for a hearing of the employee's side of the story, at which the employee will be entitled to an advocate or other representation. If they so desire.
- g. It is not feasible to prescribe specific procedures for every possible situation. Each case must be considered individually.

## 9.2 CAUSES FOR DISCIPLINARY ACTION OR DISCHARGE

An employee may be disciplined or discharged\* for the following reasons:

- a. Incompetence, incapacity<sup>1</sup> (other than physical, mental or injury) or serious insubordination in the performance of duties.
- b. Abandonment of position without good cause and without notifying the immediate Supervisor.
- c. Misconduct in terms of attendance, work performance, or personal behaviour.
- d. Refusal to take alcohol or drug treatment while not maintaining an acceptable level of work performance.
- e. Early termination of alcohol or drug treatment as well as early determination of steps to healing.
- f. Although discontinuance of the employee's job function, budgetary restrictions or incapacity due to health and injury will be reasonable cause for terminating employment, such termination will NOT be considered as "just cause" and normal severance pay will be given in such cases, as explained elsewhere in this policy document.
- g. Voluntary resignation may be negotiated in lieu of discharge, after legal and/or labour board advice has been taken.

## 9.3 DISCIPLINARY STEPS

For the purpose of maintaining staff discipline, there will normally be four steps taken in disciplinary action: verbal reprimand, written reprimand, suspension, and discharge. In some cases, it may prove necessary to bypass one or more of these steps, depending on the seriousness of the case. However, except in unusual circumstances, employees will not be discharged unless they have had both previous cautions in writing and suspension with or without pay and reasonable opportunity to correct their shortcomings or breaches of discipline.

**Verbal Reprimand:** The Director or immediate Supervisor will review the facts of the case involved. The employee will be advised of the action to be taken if another

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<sup>1</sup> An example of incapacity would be the inability to operate a motor vehicle when driving is a requirement of the position.

violation occurs. A written report will be kept in the employee's file, together with the employee's acknowledgment of it, however an employee's acknowledgement will not be taken as an indication that the employee agrees with the decision. The employee maintains full rights to grieve/appeal the decision.

**Written Reprimand:** The Director will review the facts of the case with the employee. The employee will be told what action will be taken if another violation occurs. The Director, stating the facts reviewed and what action is to be taken will prepare a documentation of the meeting. A copy will be placed in the employee's file. A written reprimand will be prepared, placed on the employee's file and given to the employee together with the employee's written acknowledgment of it, however an employee's acknowledgement will not be taken as an indication that the employee agrees with the decision.

The employee maintains full rights to grieve/appeal the decision.

- The employee will be given the opportunity to make explanations, either verbally or in writing, to ensure that the situation is clearly understood on both sides. The employee's written explanations will be retained in the personnel file.
- The employee may, after a period of 24 months, request that the written reprimand be removed from the personnel file. Such a request may be granted if the employee's behaviour or performance is now satisfactory, if performance is still unsatisfactory, the reprimand will remain on file for a further 12 months.

Suspension:

- The Director and the employee's Supervisor may, with reasonable cause, suspend an employee, without pay, for up to one week. Suspension is an enforced, temporary absence from duty without pay.
- "Reasonable cause" shall include, but not be restricted to: accumulation of two or more reprimands, absenteeism without written approval, absenteeism without just cause, gross insubordination (refusal to carry out work assigned by the Supervisor), negligence, conviction of an indictable offence, or any action that creates an unsafe situation or brings disrespect to the LSCFN.
- The Supervisor and/or Director will provide to the employee written notice of the suspension, which will state the effective date, the duration of and reason for the suspension. A copy of this written notice will be provided to an Appeals Board, appointed by Council, which may, at its discretion, recommend further disciplinary action against the employee. The employee may appeal the case to the Appeals Board. If the Appeals Board upholds the appeal, the employee shall not suffer any loss of pay as a result of the suspension.

## 9.4 THE APPEALS BOARD

The Appeals Board shall be appointed by Chief and Council. The Appeals Board shall consist of:

- One Elder

- One member of Chief and Council
- One Director
- One citizen at large

Both the employee and the Director must agree to the “citizen at large”. Therefore, this person may change, depending upon the specific situation.

Conflict of interest disclosure applies to members of the appeals board; refer to the section of this document covering conflict of interest.

## **10.0 RESIGNATION AND TERMINATION OF EMPLOYMENT**

### **10.1 STAFF RESIGNATION**

The following apply:

Employees employed for more than 6 months wishing to terminate their employment must give written notice as follows:<sup>2</sup>

- At least one-month (20 working days) notice is required for management personnel.
- An employee cannot give notice when they are on annual leave.
- One week’s notice if the period of employment is less than two years.<sup>3</sup>
- Two week’s notice if the period of employment is 2 years or more but less than 4 years.
- Three week’s notice if the period of employment is 4 years or more but less than 6 years.
- Four week’s notice if the period of employment is 6 years or more.

In special circumstances, and with the consent of the Director, the employee may terminate employment with less notice.

Adjustments will be made on the last pay cheque for such items as holiday pay, overpayments, and any amounts owing to LSCFN. If an employee has not provided the required notice, the Director may retain a portion of holiday pay and/or other sums due to the employee upon termination, up to one week’s wages, with the consent of the employee. If the employee does not consent, LSCFN can still make the deduction but must pay the amount to the Director of Finance, who may decide the issue. If either LSCFN or employee disagrees with the decision, they may appeal.

### **10.2 TERMINATION FOR JUST CAUSE**

**Scope:** All regular employees.

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<sup>2</sup> Employment Standards Bulletin, No. 8: *Termination of Employment*, Yukon Justice, Labour Services, May, 2001.

<sup>3</sup> The Yukon *Employment Standards Act* and regulations state that written notice by the Employer or the Employee is not required within the first six months. However one week notice is expected by the Employer from the Employee.

**Purpose:** To define requirements for termination for “just cause”

**Policy:**

- a. In the event that it is necessary to terminate an employee for "just cause", the Director will notify the employee in writing. The council must be notified of all the terminations of employment and of the reason for termination.
- b. When notice is not given to dismiss an employee for just cause and subsequently no payment is payable in lieu of notice.
- c. "Just cause" shall include the following:
  - Incompetence or incapacity: (other than incapacity due to illness or injury) the employee, in the opinion of the Supervisor, is incompetent or incapable of performing the duties of the position he/she occupies. This could include loss of a driver's license, where this is mandatory for the job.
  - Abandonment of position: An employee absent without cause for one week or more may be declared as having abandoned his/her position.
  - Misconduct: The employee has accumulated two or more reprimands or is found guilty of a major misconduct.

### 10.3 TERMINATION FOR OTHER THAN JUST CAUSE

**Scope:** All regular employees.

**Purpose:** To define requirements for giving notice of termination by LSCFN for reasons other than “just cause”.

**Policy:**

Notice will be provided to any permanent employee. The written notice of termination will include the reason(s) for the discharge, as well as the effective date of termination. In the event that LSCFN does not give the employee sufficient notice of termination, LSCFN shall make payment to the employee, equal to the difference in number of days between the actual and the required notification period.

An employee who has worked for at least three consecutive months is entitled to receive written notice of LSCFN's intention to terminate his or her employment, in accordance with the following scale:

Employed less than three months: one week.

Employed more than three months but less than 5 years: 4 weeks.

Employed more than 5 years but less than 6 years: 5 weeks.

Employed more than 6 years but less than 7 years: 6 weeks.

Employed more than 7 years but less than 8 years: 7 weeks.

Employed more than 8 years: 8 weeks.

An employer cannot give the employee notice of termination when the employee is on annual leave.

#### **10.4 TEMPORARY LAY-OFF**

Where the Council cannot temporarily afford to pay the employee due to budgetary restrictions, a temporary lay-off may have to be given. A temporary lay-off is an interruption of an employee's employment for a period not greater than 13 out of 20 consecutive weeks.

Unless the labour board has ordered an extension of the layoff period or set a later recall date, the employee will be considered to have been terminated at the start of the lay-off period and will be entitled to pay in lieu of notice plus any other severance payment as set out earlier in this policy.

## 11.0 GRIEVANCE/APPEALS

### 11.1 GRIEVANCE / APPEALS

**Scope:** All employees.

**Purpose:** To provide an effective and acceptable means for employees to bring a serious grievance that they may have or an appeal to the attention of management.

**Policy:**

- a. An employee has the right to present a grievance or appeal if the employee feels he/she has been treated unjustly by any action or lack of action by the employer or a fellow employee. This excludes issues of workplace harassment, which will be handled by a separate process. The employer in this case means anyone or a group of individuals acting in an official capacity for LSCFN.
- b. The grievance or appeal should be stated clearly in writing and be presented to the Director within ten working days of the incident occurring. The Director will deal with the grievance/appeal directly, or take it before the Management Committee, preferably at the next regularly scheduled Management Committee meeting.
- c. The griever or appellant is entitled to a hearing if he/she requests it and will be given a reasonable amount of time to prepare their case. They will be entitled to an advocate or other representative, if they wish to.
- d. Grievances or appeals should be replied to without undue delay. If this is not possible the griever or appellant should be given indication of when to expect the reply.
- e. The Appeals Board shall be the final step in the internal Grievance/Appeals process with respect to employee employer relations, and as such, all decisions of the Appeals Board will normally be binding and final, but subject to any further arbitration/conciliation process allowed by the Canada Labour Act or by law.
- f. Employees are advised they can consult with a Canada Labour Affairs Officer if they believe they have been unjustly treated or unfairly represented, and can file a complaint under the Employment Standards Act or any other applicable legislation.

**Appendix 1: Work plan and Job Evaluation Form**

**WORK PLAN & EMPLOYEE PERFORMANCE EVALUATION**

Employee Name		Employee No.		Date	
Department		Job Title			
Date of Hire	Date of Last Review	Date Employee Began Present Position		Date of Next Review	
Check One: Other	6 Month Review	Annual	Promotion	End of Introductory Period	Monetary Non-Monetary

**KEY TO RATINGS**

**E: EXCELLENT**-Individual performs all tasks in an exceptional manner.      **S: SATISFACTORY**- Individual performs all tasks satisfactorily.  
**G: GOOD**-Individual performs many tasks well, and all tasks well.      **F: FAIR**-Individual performs most tasks satisfactorily, but not all.  
**U: UNSATISFACTORY**-Individual fails to perform many tasks other adequately.

**1. RESPONSIBILITIES**      *List the current status of overall job responsibilities.*

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**2. WORK PLAN FOR THIS PERIOD**      *Work to be performed (Details of Work Plan Sheets, attached)*

<i>TASK (complete at the beginning of evaluation)</i>	<i>RESULTS (complete at end of evaluation)</i>

**3. TRAINING PLANNED FOR THIS PERIOD**      *List training and timing*

<i>TRAINING PLANNED</i>	<i>WHEN</i>	<i>RESULTS (complete</i>

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**4. JOB KNOWLEDGE**

*Employee possesses a clear understanding of the responsibilities and tasks to perform.*

**OVERALL RATING:**

*(Circle one)*

**E            G            S            F            U**        (see key above)

*Comments:*

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**5. JOB PERFORMANCE**

*(Qualitative) The neatness, thoroughness, accuracy, & overall quality of the employee's work.*

**OVERALL RATING:**

*(Circle one)*

**E            G            S            F            U**        (see key above)

*Comments:*

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**6. JOB PRODUCTIVITY**

*(Qualitative) Employee demonstrates a commitment toward achieving results.*

**OVERALL RATING:**

*(Circle one)*

**E            G            S            F            U**        (see key above)

*Comments*

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**7. DEPENDABILITY**

*Employee can be relied upon to complete assigned tasks, and is conscientious about his/her attendance and timeliness.*

**OVERALL RATING:**

*(Circle one)*

**E            G            S            F            U**        (see key above)

*Comments:*

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**8. COOPERATION**

*Employee demonstrates a willingness to work with subordinates, supervisors and others. Responds willingly to changes in procedures, process, responsibility and assignments.*

**OVERALL RATING:**

*(Circle one)*

**E            G            S            F            U**        (see key on previous page)

*Comments:*

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**9. INITIATIVE**

*Employee demonstrates an ability to think and act independently. Originates innovative ideas and methods to improve job or complete tasks better.*

**OVERALL RATING:**

*(Circle one)*

**E            G            S            F            U**        (see key on previous page)

*Comments:*

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**10. WORK ENVIRONMENT AND SAFETY**

**OVERALL RATING:**

*(Circle one)*

**E            G            S            F            U**        (see key on previous page)

*Comments:*

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**11. OVERALL PERFORMANCE**

*Overall appraisal of the employee's job performance.*

**OVERALL RATING:**

*(Circle one)*

**E            G            S            F            U**        (see key on previous page)

*Comments:*

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**ACTION PLAN**

*The above criterion is important to properly evaluate your performance. The following Action Plan describes your specific strengths and weaknesses, and what can be done to improve your position toward continued growth.*

**Major areas for improvement are:**

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**These areas can be strengthened by:**

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**Major strong points are:**

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**These strong points can be more effectively utilized by:**

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Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_ Reviewing Officer \_\_\_\_\_ Date \_\_\_\_\_

Has this report been discussed with the employee:      Yes      No  
If 'No', Reason Why:

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If 'Yes', Employee's Comments:

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## Employee Work Plan: Task Detail

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

Job Title: \_\_\_\_\_

Program: \_\_\_\_\_

Review Period: \_\_\_\_\_

<b>Task #</b>	<b>Task Name:</b>
<b>Linkage to Program Goal:</b>	
<b>Task Description/Details:</b>	
<b>Start Date:</b>	<b>Completion Date:</b>
<b>Input Required by:</b>	
<b>Details:</b>	
<b>Date Required by:</b>	
<b>Results:</b>	
<b>Accomplished Task:</b> yes ___ no ___	
<b>Explain:</b>	
_____ (Employee Signature)	_____ (Date)
_____ (Supervisor Signature)	_____ (Date)
<b>Supervisors Comments:</b>	

**Appendix 2: Oath of Office Agreement**

**OATH OF OFFICE**

I \_\_\_\_\_, declare that I will faithfully and honestly fulfill the duties and responsibilities that I am assigned during my employment with the Little Salmon Carmacks First Nation and that I will not, without authority, make known any matters regarding the operation and administration of these organizations and their subsidiary companies that comes to my knowledge through that employment.

I acknowledge that I have read and understand the personnel policy manual and agree to follow the policies and procedures, as stated.

I further agree to abide by the Code of Conduct and Confidentiality as stated in the personnel policy manual.

I further agree to abide by the Confidentiality Agreement that I have signed, as part of my employment with LSCFN.

I also understand that the computer system is monitored and the Administration can access any and all files as required. I further understand that any information on the computer may be accessed even after I have deleted them from my computer and inappropriate use of the system can lead to disciplinary action.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor

**Appendix 3: Confidentiality Agreement**

**CONFIDENTIALITY AGREEMENT**

BETWEEN:

**Little Salmon Carmacks First Nation**  
(The "Employer")

AND

---

(The "Employee")

**WHEREAS:**

The Employee and the Employer have entered into this Agreement to define the Employee's responsibilities with respect to information received and to be received from the Employer in the course of being an employee of the Employer.

**NOW THEREFORE BE IT RESOLVED THAT:**

1. All information obtained by the Employee about the Employer, its clients and any other non-public domain information, shall be deemed to be "Confidential Information" for the purposes of this Agreement.
2. The Employee shall not use or disclose any of the Confidential Information without the Employer's prior written permission, except for information which, when the Employee received it, was well known to the Employee as evidenced by prior written materials or publications.
3. The Employee agrees that the Employee will not, without the prior written permission of the Employer, use the Confidential Information for any purpose other than that required for the discussions hereunder. The Employee represents that the Employee has no obligations or commitments inconsistent with this Agreement.
4. The Employee agrees to limit disclosure of Confidential Information received hereunder to only those of the Employer's officers, sub-contractors and employees who are directly involved with Employer related work. The Employee is aware of the proprietary nature of the Confidential Information and shall use all reasonable safeguards to prevent the unauthorized disclosure of such Confidential Information by them.
5. Nothing contained in this Agreement shall require either party to enter into any future agreement with the other. Upon the completion of the Employee's employment, the Employee shall promptly return all materials containing Confidential Information, including all extracts and copies thereof, to the

Employer. The Employee may copy and retain Employer and related material whereby the Employee has received written permission to do so by the Director.

6. The Employee hereby recognizes and acknowledges that a breach by the Employee, or any other agent of the Employee, of the foregoing covenants would result in damages to the Employer and its First Nation members and that they could not be adequately compensated for such damages by a monetary award. Accordingly, the Employee agrees that in the event of a breach, in addition to all other remedies available to the Employer and its First Nation members at law or in equity, the First Nation members of the Employer shall be entitled as a matter of right to apply to a court of competent jurisdiction for such relief by way of restraining order, preliminary and permanent injunctions in any court of competent jurisdiction, decree or otherwise as may be appropriate to ensure compliance with the foregoing covenant.
7. This Agreement shall be construed and enforced in accordance with and governed by the laws of the Yukon Territory, which shall be the sole venue for resolution of any dispute arising under this Agreement
8. This Agreement, including any term hereof, may be amended or terminated only in writing by the parties hereto.
9. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings to the subject matter hereof.
10. All of the terms of this Agreement, whether so expressed or not, shall be binding upon the respective successors and assigns of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

The Employee acknowledges and accepts the terms of this Agreement by executing the enclosed duplicate original of this Agreement and returning it to the Employer.

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the Village of Carmacks, Yukon.

**Little Salmon Carmacks First Nation**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**Employee**

\_\_\_\_\_  
Witness

Appendix 5: Designated Leave and Vacation Form

## Little Salmon/Carmacks First Nation Leave Application

Surname: \_\_\_\_\_

Given Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Employee #: \_\_\_\_\_

Type of Leave	Requested # of Hours	From:			To:		
		Year	Month	Day	Hour	Year	Month
Vacation							
Sick							
Maternity/Paternity/ Adoption							
Stress							
Study Leave							
Compassionate							
Special (please specify)							
Lieu							
Other							

Annual Holiday Pay (more than 5 days off)  is requested

Additional Information:

\_\_\_\_\_  
Employee Signature

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

\_\_\_\_\_  
*Little Salmon Carmacks First Nation*

