

TEMAGAMI FIRST NATION

PERSONNEL POLICIES

Gizoongidehemin ezhi-winaakonigemin.

Wi-mikwendamamin akina weshkat gaa bimaadiziwog shij wii gaadaadiniziwog.

**We will be of strong heart when we make decisions.
We will remember all, long ago, who lived and who will be
born.**

Reviewed and Accepted by Chief and Council: November 27, 2023

Our Guiding Principles

The Seven Grandfather Teachings are a set of guiding principles that have been passed down generation to generation to guide us in how to live a life of peace and without conflict. As such, Temagami First Nation has adopted these teachings as a moral compass and the foundation for all that we are and all that we do:

Dabaadendiziwin, Humility to know yourself as a sacred part of Creation. You are equal to others, but you are not better.

Aakode'ewin, Courage/Bravery to face a foe with integrity. To do what is right even when the consequences are unpleasant.

Minaadendamowin, Respect to have respect for all that is. All of Creation should be treated with respect. You must give respect if you wish to be respected.

Zaagi'idiwin, Love to know love is to know peace. Love must be unconditional. When people are weak, they need love the most.

Gwayakwaadiziwin, Honesty to always be honest in word and action. Be honest first with yourself, and you will more easily be able to be honest with others.

Debwewin, Truth to speak the truth. Do not deceive yourself or others.

Nibwaakaawin, Wisdom to cherish knowledge is to know wisdom. Wisdom is given by the Creator to be used for the good of people.

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TEMAGAMI FIRST NATION PERSONNEL POLICY

1. INTRODUCTION

1.1 Purpose

It is the intention of the Temagami First Nation to create a fair, safe, and enjoyable working environment for employees, volunteers, visitors, and contractors that leads to a positive, dependable work environment to best serve our members and community. These Personnel Policies and Procedures, as amended from time to time, constitute the means approved by the Chief and Council to govern the workplace in accordance with all legislative requirements and are applicable to all Directors, department leads, managers, employees, and associated entities of TFN. The purpose is to ensure harmonious, equitable and safe workplace environments for all.

Temagami First Nation shall be known as (TFN) in this manual.

1.2 Objectives

The objectives of these policies are to:

- ◆ Provide a standard reference for Chief and Council, employees, and contractors in understanding their rights and responsibilities;
- ◆ Encourage continuity and consistency in the administration and application of the personnel policy; and
- ◆ Provide direction and authority in the day-to-day administration of such policies.

1.3 Scope & Responsibility

All management, employees and associated entities are bound by the TFN Personnel Policies and must adhere to all the Personnel Policies or Directives as amended from time to time. It is the responsibility of every individual in the organization to ensure they make themselves aware of and abide by said Personnel Policies and applicable amendments. Notwithstanding the foregoing, TFN Policies are subservient to the Canada Labour Code (CLC) Regulations, Canadian Human Rights Act (CHRA), and any other equivalent federal or provincial legislation as applicable.

1.4 Protection

Any employee refusing to comply with an order that directly contravenes the Personnel Policies or a directive of TFN shall be protected from disciplinary action arising out of said refusal. When an employee is requested to act counter intuitively to the policies set forth by the applicable CLC & CHRA legislation, the employee will:

- ◆ Advise the individual(s) that the action requested contravenes a Personnel Policy and/or Procedure; and
- ◆ Report the individual(s) to their direct reports, if they continue to insist that the employee follow direction contrary to Personnel Policy and Procedures, they should put these concerns in writing, to the Executive Director immediately.

1.5 Authority of Chief and Council

The Chief and Council affirm its authority to establish policies which all personnel are expected to respect and follow. The Chief and Council are responsible for making final decisions about policy and how TFN will operate.

1.6 Authority of the Executive Director

The Chief and Council have delegated the authority for managing the performance of TFN's employees to the Executive Director. All requests must first be presented to the Executive Director prior to Chief and Council.

1.7 Discretion to Overrule a Policy

Should an employee disagree with a policy, a written request must be submitted to their direct report, outlining in detail the grounds upon which they are asking to have a policy overruled. The direct report will present the request to the Executive Director who, if within their authority, will make a decision.

For matters of a significant or permanent nature, only Chief and Council have the authority to overrule a policy. The request will be presented by the Executive Director to the Chief and Council where a quorum must be present before a decision can be made. The requirement for a quorum is protection against decisions being made by either one individual or an unreasonably small number of people. Employees will be notified in writing of the outcome as soon as a final decision can be made.

1.8 Policy Review

This Personnel Policy will be reviewed annually, and any revisions made will be approved by Chief and Council prior to distribution to employees.

2. EMPLOYEE CLASSIFICATIONS

2.1 Permanent employee

Shall mean an employee who has satisfactorily completed the required period of probation. A permanent employee will be employed on a full-time or part-time regular basis.

2.2 Probationary employee

Shall mean an employee who has not yet completed the required three (3) months period of probation.

2.3 Temporary or Term Employee

Shall mean an employee who is hired for a specific length of time with the understanding of a pre-determined termination date. These include seasonal employees.

2.4 Permanent full-time employee

A permanent full-time employee is an employee who regularly works seven (7) hours per day and thirty-five (35) per week.

2.5 Permanent part-time employee

A permanent part-time employee is an employee who has made a commitment to the employer to be available on a pre-determined basis who typically works less than seven (7) hours per day and less than thirty-five (35) hours per week. Part-time employees are paid an hourly rate.

2.6 Casual employee

Shall mean an employee who is hired to work for an hourly wage on an "as-needed" basis to be determined by their contract. Hours of work or days of work are not guaranteed and there may be no

pattern in the work schedule. They are not authorized by the CLC to work more than 90 days per calendar year and shall not undertake work prescribed to a job description, this work is to be unreliable, occasional, and unpredictable. If the employment is expected to be regular and continue, it would not be considered casual in nature.

2.7 Consultant or Contractor

Consultants are not employees or agents of TFN. Consultants are responsible for remitting all taxes or other statutory amounts payable which arise out of the services rendered pursuant to the contract. As there is not an employer/employee relationship, contractors are not entitled to any TFN benefits. All consultant or contractor contracts in excess of \$100,000.00 are signed by the Chief of Temagami First Nations, after thorough preparation by the Executive Director, all others are signed by the Executive Director and are brought forward in general reporting requirements.

2.8 Transfers/Secondments

Transfers refer to an employee who is currently employed with TFN who goes through the hiring process and is the successful applicant to a new position within TFN, to which the start date does not exceed more than 10 business days. Should the start date exceed 10 business days, the employee will be considered as terminated “quit” and will have all vacation credits paid out, and there will be no carry forward of any sick time credits. All balances will revert to zero, the employee will be considered a “new employee”.

All transferred or new employees are subject to probationary policies of TFN.

2.8.2 Secondments

Secondments shall be considered a temporary move from one department to another, these are not considered acting positions. Secondments are subject to a probationary period of 3 months to ensure skills and abilities are being met. Should the seconded position become vacant it shall be filled following the hiring process, no appointments will be made regarding a seconded employee.

A seconded employee will return to his or her position when the Secondment period is over and will return to the wage and job description they were hired for. There will be no probationary period for the return of this employee to their original position. All credits shall be carried forward.

3. EMPLOYEE EXPECTATIONS

3.1 Professionalism

All employees are expected to attend work and work-related functions in a manner that will reflect favorably upon them and of TFN and their program.

The standard attire in the office shall be professional in nature. “Business casual” is acceptable. In all cases, attire shall not draw undue attention to oneself.

When working outside the office on TFN business, employees must remain cognizant of the image they are portraying which reflects on TFN.

3.2 Dress / Appearance

Employees are expected to present themselves at work in an appropriate manner; to maintain their personal hygiene properly and not be disheveled looking.

Jeans are often not considered 'business casual', however TFN feels that jeans are acceptable when they are of good or new condition, free from stains, holes, rips, or tears. Attire with insensitive logos, political logos, halter-tops, slogans, or messages involving drugs or alcohol and swearing, will not be permitted during work hours and when employees are representing TFN.

Employees are expected to wear clothing and shoes that are appropriate for the position they are in and that meet Personal Protective Equipment (PPE) requirements. Any clothing that TFN determines to be mandatory for an employee's job duties will be covered by TFN for reimbursement.

Employees who are deemed to be dressed inappropriately for the workplace will be asked by their direct report to change into appropriate clothing. If the employee does not have additional clothing at work to change into, they will be asked to leave the workplace, and return to work dressed appropriately. This leave will be unpaid.

3.3 Scent-Free Workplace

All TFN's workplaces shall be considered a scent-free environment. Strong scents are discouraged and should there be a health reaction by anyone else in the workplace to a scent, TFN retains the right to send the employee (using scents), or otherwise, home to rectify the situation. This shall be unpaid.

3.4 Conduct & Ethics

All Officers (Chief and Council), employees, and contractors, are required to sign Appendix B - Code of Conduct & Ethics upon commencement of their Term of Office or employment with TFN, or contract period in the case of a contractor.

The HR Coordinator shall ensure that this policy forms part of the orientation package for new employees, the Executive Director shall provide training and orientation to all other mentioned parties.

The Executive Director is responsible for ensuring all Officers, employees and contractors sign the **Code of Conduct and Ethics** annually and submit it to The HR Coordinator who is responsible for ensuring that all employees have a signed copy of the Code of Conduct and Ethics in their personnel files. This should be signed by the start of the fiscal period in April.

When an Officer or employee or contractor reports a conflict of interest as required in the Code of Conduct and Ethics, pursuant to the Conflict-of-Interest policy, it shall be followed.

When the Executive Director reports a potential conflict of interest as required in the Code of Conduct and Ethics, the Executive Director will follow the Conflict-of-Interest policy and defer all interactions to the appropriate designate.

3.5 Telephone Etiquette

It is important that all telephone calls be handled in a pleasant, timely and professional manner. When answering any call either on the office telephone or on a TFN cellphone, indicate: "TFN, (Your name) speaking." Voice messages on both the office extension and TFN cellphone must indicate, for example: "You have reached the voicemail of (Your Name, title). I am not available now. Please leave a message and your call will be returned promptly." Employees are expected to speak professionally and politely while making telephone calls.

3.6 Smoke-Free Workplace

TFN is committed to a smoke-free environment. TFN is committed to providing a safe and healthy workplace environment for all. No smoking is permitted within any offices or other indoor facilities of TFN, and no one will be permitted to smoke within a minimum of nine (9) meters of any Band building entry way, with the exceptions being the Tillie Missabie Family Center (TMFC) and the Laura McKenzie Learning Center (LMLC) where employees will remain twenty (20) meters from the entry way while smoking. Smoking, including vaping, is not allowed on school property. Every effort is to be made to not smoke near office entrances and to dispose of the finished cigarette in an approved container that is supplied by TFN.

This policy shall apply to all employees, contractors, volunteers, Council members and visitors to TFN and shall be in effect always - including evenings, weekends, and holidays. Failure to comply with this policy may result in disciplinary action up to, and including, termination.

3.7 Gifts, Gratuities, and Honorariums

All gifts from a supplier, or vendor, or client must be declared to one's direct report. The direct report will determine if gifts are to be kept or returned. If the employee is allowed to keep the gift, and the gift remains at the workplace, at time of termination for any reason the employee will be allowed to take the gift with them. The direct report will tag the item with the employee's name on the back, if possible, with their initials confirming that the item belongs to the employee, should the item stay at the workplace.

All gifted items to employees should have a letter signed by the direct report placed in the employee's file. It should detail the gift in question, and the date it was deemed employee property should the tag go missing.

A gift not expressly identified to an individual, that may be stored or displayed be it in an office or another building owned and operated by TFN, is not permitted to leave the premise, the gift has been deemed the property of TFN, as tagged by the Executive Director on that day it was gifted as TFN property, initialed and dated.

Honorariums received as a representative of TFN belong to TFN should they be received while the employee is working regular hours and is being paid to do so.

All such honorariums will be forwarded to the Manager of Finance for processing. Members of Council who are employees do not collect Honorariums for meetings or events during regular working hours.

Members of Council and employees do not have the option to decide how they want to get paid if they are representing TFN in other than regular employment situations.

Honorariums will not be provided to a person for completing duties as indicated within a job description of a regular employee position at TFN.

An honorarium is typically a payment made on a special or non-routine basis to an individual who is not acting as an employee of TFN, to recognize or to acknowledge the contribution of gratuitous services to TFN.

3.8 Relationships with Individuals Associated With TFN

TFN recognizes that employees are placed in a position of authority in relation to clients due to the nature of the services offered by TFN. It is unethical for TFN employees to establish a relationship that extends beyond the confines of the services offered by TFN.

Employees of TFN will be held responsible and accountable for any inappropriate relationships that develop between themselves and clients of TFN. An inappropriate relationship is one that is sexual in nature or involves the borrowing or exchange of money, goods or services or any other relationship deemed inappropriate by the employee's direct report.

Any employee of TFN who has been proven to have an inappropriate relationship with a TFN client may be immediately dismissed.

3.9 Parking / Operation of TFN Vehicles

Of the designated parking spaces available, priority will be given to persons with disabilities (as evidenced by appropriate signage).

Consideration will also be given to employees who require a vehicle in the performance of their job. Employees will be required to sign a Vehicle Use Agreement upon hire if the use of a TFN vehicle is required in the regular completion of their duties.

Only employees with a valid drivers' license as well as a satisfactory drivers abstract, (copies of licenses are to be provided) are authorized to drive or operate TFN vehicles. Employees must ensure that they follow the Vehicle Use Agreement in place by TFN. The laws associated with operating a vehicle in Ontario including laws with reference to cell phones and driving while impaired are to be observed. Driving at night is discouraged and travel should be conducted during work hours.

In the event of a vehicle accident/incident, employees must:

- move the vehicle to a safe spot, out of traffic, if possible.
- assess the situation and call the appropriate authorities where necessary.
- share appropriate contact information and contact their immediate supervisor at the earliest possible time.

Privileges may be withdrawn based on the severity of any infraction.

Employees whose driving status changes are required to notify their direct report immediately. Dependent on the reason for the change, accommodation may be available through Workplace Accommodation located in this policy. See section 20.

3.10 Social Media

This policy is designed to provide all TFN employees and elected officials with guidelines regarding the appropriate use of TFN's social media accounts established. This includes Facebook, Twitter, LinkedIn, the TFN blog or any blog (subject to additional/deleted accounts).

Employees may not disclose confidential or proprietary information on any of TFN's social media pages nor any other social media page whether it is a member's only page or not. The disclosure of confidential or proprietary information without prior authorization may result in immediate termination.

TFN employees will be held responsible for what they write or post on any of TFN's social media pages. These include inflammatory comments, disparaging remarks, or negative or inappropriate language are not permitted.

TFN employees are directed not to engage in discussions regarding legal issues in which TFN is involved, or government issues related to TFN and our place of employment without prior approval from the Executive Director.

Employees are required to respect copyrights and never post text, images or videos created by someone else without proper attribution and/or authorization. If employees have questions about copyright law and/or the usage of certain media, they should contact the applicable authority.

Social media is not a substitute for client service. Employees are required to refer clients or community members to applicable departments instead of handling inquiries entirely through social media.

If a TFN employee discovers any group(s) that users have formed to discuss TFN, its policy, or services, employees are requested to bring them to the attention of the Executive Director. Employees are required to relay important issues that may be of concern with activities on social media to the Executive Director as soon as possible.

Employees should always carefully consider what to post in response to an argumentative or accusatory post. If employees have any questions regarding how to respond to a particular post, employees should discuss the issue with the Executive Director or the HR Coordinator prior to posting.

3.10.1 Personal Use of Social Media During Work Hours

Unless it is part of your job responsibilities to do so, it is not appropriate to be regularly checking and/or updating Facebook status or otherwise spending significant amounts of time on any website or application during work hours. The 'social' part of social media is to be used the same as you

would engaging with others in person – outside of work hours or on your break. As with any other distraction, time spent not doing your job will be considered a performance issue and may be grounds for discipline, up to and including termination.

3.10.2 Personal Use of Social Media Outside of Work Hours

An employee can, of course, use social media in all the same ways as anyone else outside of work hours. Employees who use social media for personal purposes should think of anything posted on the internet as permanent, even if you attempt to delete it, keep your personal online presence and your work online presence separate, recognize that if you publish inappropriate comments that reflect badly on TFN leadership, managers, co-workers, or community members in your personal space, on your personal time, that disciplinary action could follow leading up to and including termination.

Please consider all factors before you post.

3.11 Use of Personal Cell Phones at Work

The use of personal cell phones for personal reasons during work hours is discouraged and should be limited to matters requiring immediate attention. As with any personal matter, employees are encouraged to use coffee and lunch breaks for these purposes. Employees may use personal cell phones during work hours for any legitimate safety, security, or emergency purposes.

All communications using personal cell phones during work hours or while on TFN business – verbal, written or other – must meet professional standards of conduct.

Employees shall not use personal cell phones during work hours or while on TFN business for illegal, disruptive, unethical, or unprofessional activities, or for personal gain, or for any purpose that would jeopardize the legitimate interests of TFN.

3.12 Posting Photographs/ Video Recordings

Consent is required prior to posting any photographs or video recordings of employees or of any person involved in any TFN's programs on any of TFN's social media pages. When an individual photo is required for public use, the subject of the photo will be asked to sign a Media Release Form prior to distribution. Only those delegated and given permission by TFN shall post. Employees are not permitted regardless of permission granted expressly to them by the subjects while they are involved in TFN programming. Minors are never able to give consent, only guardians.

3.13 Allergy/Cultural Restrictions

TFN acknowledges those employees who are prone to allergic reactions or have cultural restrictions based on customs with either food or other need to support the communication of such.

Should an employee make it known to TFN that these restricted items either can cause harm to one's health or are restricted due to culture or customs, then TFN shall communicate to all employees on behalf of the employee who has these restrictions in place in a sensitive manner and how to accommodate them for the employee specifically.

4. EMPLOYEE GROUP BENEFITS AND PENSION PLANS

4.1 Group Benefits

If eligible, an employee must participate in the Employee Group Benefits plan. This plan is part of a comprehensive compensation strategy offered to TFN Employees.

Group Benefits are paid by TFN at 100% of its cost, however for non-status employees, some of these benefits are considered taxable and will be added to an employee's T4.

Group Benefits will be suspended for any employee who is laid off; however, reinstatement will commence the first day the employee is called back to work.

TFN reserves the right to adjust any group benefits in this section with written notice to employees of at least 4 weeks.

During enrolment of these benefits, it is the employee who must complete the required documentation to their true family status. Omissions whether intentional or not, may invalidate claims.

An employee who is on leave whether paid or unpaid that is greater than 30 days and up to 2 years is subject to payment for their Group Benefits at 50% of the monthly premium cost.

This includes employees on Long Term Disability (LTD) who still must pay the premium for health and dental, while the other costs are waived.

This employee will receive a letter from the HR Coordinator/Payroll regarding the amount payable for each month and payment is required at the first of the month to keep benefits active. Failure to provide payment to TFN may result in benefits being terminated.

Exception to the above leave is for an employee who takes maternity leave and subsequent parental leave. An employee who is on this type of leave is subject to the 50% payment as stated above for unpaid leave, but in this case the employee has the option to "waive" their benefits in whole or in part during the duration of this leave only.

Employees who wish to "waive" parts of the plan do so at their own risk of being exempt from coverage based on those decisions. Once waived, cannot be re-established until the leave is completed.

Benefits will be reinstated in full when the employee returns to work on day 1. A waiver document must be completed and submitted to the HR Coordinator/Payroll, at least 2 months prior to the leave.

An employee who is on sick leave, paid or unpaid, who has reached 2 years of said leave, is no longer eligible for group benefits from TFN in whole or in part. This applies to those who are on LTD,

income payments are not affected.

Group benefits are subject to eligibility and limitations as set forth by TFN and its providers.

Eligibility is based on employee classifications as follows:

4.1.1 Temporary or Term Employee

Term employees are not eligible for enrollment in the Group Benefit Plan.

4.1.2 Permanent full-time employee

A permanent full-time employee is eligible to participate in benefits. Group Benefits enrollment shall commence after three (3) months of continuous service.

4.1.3 Permanent part-time employee

A permanent part-time employee is eligible to participate in benefits. Group Benefits enrollment shall commence after three (3) months of continuous service.

4.1.4 Casual employee

A casual employee is NOT eligible for enrollment in TFN's employee group benefits plan.

4.1.4 Consultant or Contractor

Consultants are not employees and are not eligible for enrollment in TFN's employee group benefits plan.

4.2 Pension Plan

If eligible, an employee must participate in the Pension plan. This plan is part of a comprehensive compensation strategy offered to TFN Employees.

Pension Plans are contributed to by employee and employer at a 50% contribution ratio. Employees must contribute either 5.5% or 4% or 2.5% each pay period based on gross earnings.

Employees are permitted to change their contribution rates once per year in January. The requested changes must be provided to payroll no later than December 15th of the previous year.

An employee may also wish to contribute additional voluntary contributions; and are subject to the change dates, as set out above, these voluntary contributions will not be matched by TFN.

Pension Plan contributions will be suspended for any employee who is laid off, or on sick leave either Government sponsored or LTD; however reinstatement will commence the first day the employee returns to work if applicable.

TFN reserves the right to adjust any pension benefits in this section with written notice to employees of at least 4 weeks.

During enrollment of these benefits, it is the employee who must complete the required documentation to their true family status. Omissions whether intentional or not, may invalidate claims.

Pension benefits are subject to eligibility and limitations as set forth by TFN and its providers. **Eligibility is based on employee classifications as follows:**

4.2.1 Temporary or Term Employee

Term employees are not eligible for enrollment in the Pension Plans.

4.2.2 Permanent full-time employee

A permanent full-time employee is eligible to participate in benefits. Pension Plan enrollment shall commence after six (6) months of continuous service.

4.2.3 Permanent part-time employee

A permanent part-time employee is entitled to participate in benefits. Pension Plan enrollment shall commence after six (6) months of continuous service.

4.2.4 Casual employee

A casual employee is NOT eligible for enrollment in TFN's employee pension plans.

4.1.4 Consultant or Contractor

Consultants are not employees and are not eligible for enrollment in TFN's pension plans.

5. RECRUITMENT AND SELECTION OF EMPLOYEES

Employment entails the acts of recruiting, selecting, hiring, and orientating persons into specific employment positions. For TFN to fulfil its purpose and goals and in and order to address community concerns, TFN needs to have the appropriate personnel to carry out its activities. TFN strives to employ its administrative office and all other employment positions with the best suited persons to fulfil the job requirements.

TFN believes in a fair and equitable process when it comes to filling vacancies. As such, a separate Hiring Policy (Schedule A) has been developed that details the principles, processes, and procedures.

TFN will give "preferential treatment" of Aboriginal (First Nations) persons in decisions on employment matters such as hiring, promotion, and training and lay off. TFN's primary purpose is to serve the needs of Aboriginal people. This means that TFN may open competitions for hiring to only aboriginal persons. This is not a violation of the Canada Human Rights Act.

5.1 Orientation

TFN recognizes that a thorough orientation of new employees to the conditions and requirements of the job is the best way to assist the employee in starting their new position and promoting a positive employment relationship.

It is the responsibility of the HR Coordinator to plan and oversee the employee's orientation and address as fully as possible questions posed by the new employee. In addition, the HR Coordinator will complete the necessary forms and will review benefits information forms with the new employee.

It is the responsibility of the HR Coordinator to ensure the orientation process has been completed within seven (7) working days of the start date of the new employee and that the department lead, the direct report and the employee have all signed the orientation checklist.

NOTE:

Additional information regarding Orientation is detailed in the Hiring Policy (Schedule A)

5.2 Probation

TFN is dedicated to ensuring that newly hired employees are given a reasonable period to establish their effectiveness and to demonstrate their eligibility for continued employment. The determination is based on a performance evaluation prior to the end of the probation period of three (3) months. This includes management and executive level positions.

During this probationary time, the new employee's skill, knowledge, attitude, and general appropriateness will be consistently and carefully evaluated so that a proper employment recommendation can be made.

Should the Direct Report be able to substantiate that the employee would benefit from having more time spent at this stage, the direct report, can establish a report directed on the required timeframes and actions to be met by both the employee and direct report to the Executive Director for final sign off.

The HR Coordinator will send a reminder to the employee's direct report, two weeks prior to the end of the probationary period that a formal performance evaluation will need to be completed prior to the end of the three months; however, it is the direct report who is ultimately responsible for tracking the probation period.

The Direct Report, will complete the evaluation and provide documentation to the HR Coordinator to substantiate the recommendation of:

- a. continue employment based on a satisfactory review; or
- b. terminate employment prior to completion of the probationary period based on an unsatisfactory review.

Employees may be dismissed without notice during the probationary period if performance or conduct is not acceptable, as indicated in the terms of the employment contract. Where circumstances determine the need for termination, the employee must be informed in writing before the end of their probation period.

In accordance with the Canada Labour Code (CLC), employees who have not completed three (3) months of continuous employment are not entitled to statutory notice or termination pay in lieu of notice.

Should a termination decision be made by the employee's direct report, it will be the HR Coordinator who will review the employee's personnel information including the (employee evaluation) to determine validity of recommendation and will provide all necessary information to the Executive Director for final termination approval.

In situations where the Executive Director is compromised by an intimate or family conflict of interest as defined in this document, the HR Coordinator, alongside the direct report, will meet with Chief & Council for direction on how to proceed.

See Section 2. Employee Classifications, for more information on transfers within TFN and the treatment of probation.

6. APPROPRIATE USE OF TECHNOLOGY

6.1 General

The objectives of this Policy are:

- to protect TFN and its employees from inadvertent disclosure of sensitive or confidential information and from liability arising from illegal actions;
- to ensure that employees are made aware of the prohibitions against use of technology for non-business reasons and are provided with basic standards covering the use of email, computers, the Internet and associated applications;
- to ensure that employees do not harbor false expectations concerning the privacy of electronic communications; and
- to ensure network system security measures are communicated and that employees are educated concerning the importance of following procedures for system and data protection.
- TFN provides its employees with access to email systems to allow the exchange of communications between users on our internal network and provides internet access to allow the exchange of communications with entities outside our network. Such opportunities are provided to add efficiency in terms of employee productivity and to add value to the business in terms of the speed and diversity of information access. As such, the TFN reserves the right to place certain restrictions on the use of such technology; to prescribe protocols, procedures, and security measures which users are to follow; and, to engage in such monitoring activities as are deemed necessary for the protection of TFN's business interests.

6.2 Use of Email & The Internet at Work

Employees are reminded that all computers, technology, and communications systems, including email, supplied for their use in the performance of their work are the property of TFN.

In general, it is expected that employees will restrict their use of company-owned computer hardware and software to company business. Occasional personal use of internal email and occasional access to the Internet for personal “surfing” or to communicate through email with third parties is acceptable, providing such access takes place during approved rest breaks or outside paid hours of work, and provided use is not excessive.

Users are not to engage in transmissions, such as chain mail, which degrade system performance. It is unacceptable to TFN’s internet facilities to start or operate a business.

Employees may encrypt their email and files only with software approved and provided by TFN. Every user is expected to retain only a reasonable number of “in-box” messages and to regularly perform file maintenance during which those email messages which are no longer pertinent or necessary are deleted.

6.3 Content of Electronic Communications

It is in TFN’s interest to prevent inappropriate and unprofessional comments and illegal activity over its email or Internet access systems. It is important that all users are cautious concerning the vulnerability of TFN to legal liability.

All users will adhere to the following guidelines concerning the content of electronic communications. Employees are prohibited from:

- ◆ downloading or transmitting derogatory, obscene, defamatory, harassing or sexually explicit communications;
- ◆ downloading, distributing, or displaying pornographic images;
- ◆ copying, printing or distribution of copy write or proprietary works, including software; and
- ◆ soliciting or proselytizing for charitable, religious, political, or other non-business purposes.

6.4 System Integrity & Security

All users are required to assist in maintaining system integrity and security by following log-in and log-out procedures. Employees are required to set, use, and protect their network passwords and to protect any additional passwords to restrict system access from workstations.

In addition, a user may not, voluntarily or through negligence:

- ◆ reveal their password to another employee or to a third party, except to those persons authorized to monitor and maintain the computer system;
- ◆ use someone else’s access code or password to access the internet;
- ◆ use a workstation other than the one assigned to their own in order to access the Internet without prior approval from their direct report;
- ◆ obtain or attempt to obtain unauthorized access to the network or internet; and
- ◆ allow or tolerate access to the network or internet or its use by any unauthorized person.

It is also important that all users act to prevent the importation of viruses and the exportation of confidential information which might be intercepted by third parties. All files or documents downloaded from the Internet and all external email attachments received from external parties are to be scanned for viruses.

6.5 Monitoring & Privacy

6.5.1 Email

All email transmissions in and out, including the addresses of both the sender and recipient, are logged by the system. Normally, email transmissions will only be intercepted or accessed for purposes related to the protection of TFN' business interests or where disclosure is compelled by law, such as a subpoena. However, TFN reserves the right to periodically review or inspect employees' email and to disclose the contents to third parties, with or without notice to the employee.

All internal emails are deemed to be business records and as such remain the property of TFN. No email messages are considered private, except where it may benefit TFN, and employees should not expect that their messages will remain private.

Emails addresses are assigned to an employee and may have email message contents of the previous owner. Such contents are bound by confidentiality. Unless deemed necessary during TFN business, the new owner shall not forward any messages to anyone.

Email addresses may be reassigned to another user by the IT Department as seen fit by either a direct report or the Executive Director should an employee be on a leave of absence for more than **two weeks**. A notification notice will be placed on that email address directing the sender to seek assistance from another employee until their return, or an email reassignment.

An employee will **NOT** be notified of an email reassignment while on leave, and the passwords will be changed, by the IT Department accordingly. Upon the employee's return, a new password will be given.

6.5.2 Internet Usage

Internet usage is monitored. Monitoring can be done through the history record on each PC/laptop and through a review of files in temporary storage on the system. Such monitoring will identify the PC/laptop used to make prohibited access. Employees should not engage in such transmissions with the expectation that they are private.

6.6 Enforcement

Employees found in violation of guidelines for the acceptable use of technology may be subject to disciplinary action up to and including dismissal.

7. HOURS OF WORK

The typical working hours for full-time office employees shall be thirty-five (35) hours per week between the hours of 8:30 a.m. to 4:30 p.m. or 9:00 a.m. to 5:00 p.m. with a one-hour unpaid lunch from 12 noon to 1:00 p.m. each day.

The typical working hours for part-time office employees shall be less than 35 hours per week between the hours of 8:30 a.m. to 4:30 p.m. or 9:00 a.m. to 5:00 p.m. with a one-hour unpaid lunch from 12 noon to 1:00 p.m. each day.

The standard hours of work for non-management employees shall not exceed seven (7) hours in a day and thirty-five hours in a week without permission. Anything over 8 hours in a day, or 40 hours in a week will be classified as either overtime or flex time and must be pre-approved in writing by an employee's direct report.

Employees who work outside of the regular hours will have an addendum to their contract, noting the hours of work or in some cases may form part of the job description.

It is understood that certain categories of employees may be required to work different hours from the established hours and may be required to work on a "flexible hours" basis.

7.1 Rest Periods

Employees who are scheduled to work up to an eight (8) hour shift can have a one-hour unpaid meal break plus two additional paid fifteen-minute breaks; one in the first half of the shift and one in the second half of the shift.

The times of the breaks will be at the discretion of the direct report. Rest breaks are not to be used as time off or added together to extend lunch breaks, arrive late in the morning, or leave early at the end of the day.

7.2 Punctuality & Attendance

Employees are expected to report for work on time for every scheduled working day. Failure to report for work as scheduled may result in disciplinary action up to and including dismissal.

All employees are expected to be at their workstation on time and prepared to work.

Consistent attendance and punctuality are essential to the effective and efficient services of TFN operations.

Chronic tardiness and absenteeism will affect the employee's job performance and may result in disciplinary action.

An employee is expected to contact their direct report, or designate, as early as possible prior to the scheduled start time to inform them you are unable to return to work.

7.3 Land Based Programming

Employees who facilitate Land Based Programming may work a condensed work week including long working hours that may not exceed 12 regular paid hours in one day, anything over this will be overtime.

Condensed work week may not exceed 36 hours in total regular hours paid.

Rest periods including sleeping periods are not considered working hours.

Employees who work a condensed work week are entitled to one paid rest break of 1 hour and two 15 min breaks. These are paid breaks, due to the fact the employee is not able to leave the location, and they must be paid by TFN.

8. OVERTIME AND FLEX TIME

Due to funding restrictions, working flex time and overtime must be approved in writing, (emails) from the employee's direct report or designate and employee's will receive compensatory time off in lieu of a cash payment, or in the case that overtime or flex time collected, however the direct report can't foreseeably see the ability to give time off, then a direct report can authorize the pay out on the employee's next payroll timesheet.

Flex time worked will be compensated with one hour off for every one hour of flex time worked until flex time becomes an overtime situation. (i.e., straight time).

Overtime hours worked in excess of 8 hours per day or 40 hours in a one-week period will be compensated for with one and a half hours off for every one hour of overtime worked (i.e., time and one half).

8.1 Management (Executive Director)

Managers (specifically the Executive Director) is not entitled to overtime, flex time will accumulate at straight time (i.e., one hour off for every additional hour worked) in excess of thirty- five (35) hours in a week.

8.2 Directors/Managers/Employees

Flex time will accumulate at straight time (i.e., one hour off for every additional hour worked) for all non- managerial employees who work more than seven (7) hours in a day but less than eight (8) and/or more than thirty-five (35) hours in a week but less than forty (40) hours.

Overtime will accumulate for non-managerial employees at a rate of one and a half hours for every hour worked over eight (8) in a day and/or forty (40) hours in one week (i.e., one and a half hours off for every one hour of overtime worked).

8.3 Using Overtime / Flex Time Accumulated Hours

Using overtime and flex time must be approved in writing in advance and will be taken at a time that is mutually acceptable to both the employee and the direct report, to ensure that the time off does

not interfere with the delivery of TFN services. Whenever possible, compensatory time off will be taken by the end of the following month for which it was earned.

A summary of accumulated overtime / flex time must be recorded on each employee's timesheet. Direct Reports are responsible for managing an employee's carryover amounts and ensuring they comply with the carryover amounts before approving time.

The maximum number of hours of overtime or flex time allowed to accumulate per month is thirty-five (35) hours. The maximum number of hours of overtime or flex time allowed to carry over to the following month is also thirty-five (35) hours.

NOTE: *Working intentionally at a pace that results in going over the standard hours of work in either a day or a week to accumulate extra time off will be considered a performance issue and may result in discipline, up to and including termination. Asking to work extra for time off in the future is also not permitted.*

8.4 Travel Time & Overtime / Flex Time

Overtime/flex time may be granted for those employees who are directed to attend training, conferences, and meetings outside of the community. This will be calculated on the actual required travel time which has been authorized in advance.

NOTE: *Travel time starts from either the location where the employee normally attends work or the actual location of the employee at the beginning of a travel day; whichever is the shorter distance of the two.*

Employees are encouraged to travel during the regular work week wherever possible.

9. PAY & BENEFITS

9.1 Time Sheets

All employees, including the Executive Director, will record their hours of work on a bi-weekly time sheet, which will be submitted to their direct report for authorization then forwarding to payroll.

Payment will not be issued without receipt of a time sheet, signed by an employee's direct report.

9.2 Payroll Procedures and Salaries

Pay will be issued electronically through direct deposit every other week and the amount will be calculated for hourly employees using the rate of pay agreed to in the employee's contract.

Employees shall be deducted legislated deductions unless exempt.

Status participants who provide TFN with proof of status registry, will be exempt from paying any taxes.

Those employees who are over the age of 65 and wish to be exempt from CPP, please see payroll for an exemption form.

Should an employee receive more than they should have in a pay period, they must advise their direct report immediately and the payroll department. TFN reserves the right to correct an overpayment error on the following pay, so as an employee of TFN, please be mindful that those funds are not earned funds and will be required to be paid back.

An overpayment of wages shall constitute a lawful deduction from the pay cheque of an employee, and it shall receive first priority being made before any other deductions to an employee's pay, outside regular legislated deductions.

9.3 Deductions

TFN will make deductions to an employee's pay earnings only in the following cases:

- ◆ when required by the federal or provincial acts or regulations;
- ◆ overpayment of wages by the employer; and/or
- ◆ when authorized in writing by the employee for an employee benefit such as pension.

9.4 Garnishees

If TFN receives a court ordered garnishee for an employee, TFN is obligated to make the required deductions from the employee's payroll. The amounts are prescribed on the order and can only be adjusted by the governing body of the order in question. TFN is obligated to deduct those amounts as stated.

9.5 Salary Grid

All TFN's employees shall receive compensation in accordance with TFN's Salary Grid.

9.6 Salary Increases

The rate of pay for all TFN employees shall be reviewed on an annual basis at the time of the performance evaluation of the employee. A merit increase may be awarded on the combined basis of the performance review of the employee, the cost of living, and on the availability of funds.

NOTE: Satisfactory performance is expected of every employee and simply doing one's job will not necessarily warrant a salary increase.

9.7 Equal Pay for Equal Work

TFN will not differentiate between male and female employees by paying a female employee less than that paid to a male employee or vice versa for:

- ◆ substantially the same kind of work performed in the same or different departments;
- ◆ the performance of work, which requires the same or similar skill, effort, and responsibility; or
- ◆ similar work which is performed under similar working conditions.

TFN further agrees not to have pay rate differentials based on employment status; in general, part-time employees will receive the same pay as full-time employees unless distinguished based on

length of service or merit.

9.8 Teachers Salary Payments

All permanent teacher contracts will be paid over a 12-month period, with annual salary merit increases to take effect in the first pay period in September.

Should a teacher's contract end, as a result of a resignation or that of a termination, any pays owing to the teacher for the summer months as earned shall be payable on their final pay out.

10. PAID LEAVES

10.1 General

TFN employees must submit, in writing, their request to take paid leave to their direct report before it is taken with the exception of acute (**sudden**) sick leave and statutory holidays.

10.2 Days Entitlement

10.2.1 Full-Time and Part-Time Days of Entitlement

The vacation benefits contained in this section shall apply to all permanent full-time and part-time employees. Employees are entitled to the following amounts of paid vacation time based on TFN's fiscal year:

Full-Time Employees:

Year one	1.25 days for every month worked in the fiscal year
Year two (2)	15 working days (or 1.25 days per month)
Year three (3) – five (5)	20 working days (or 1.67 days per month)
Year six (6) to ten (10)	25 working days (or 2.08 days per month)
After ten (10) years	30 working days (or 2.5 days per month)

Part-time Employees (FTE is full time equivalent)

Year one	1.25 days times your FTE % for every month worked in the fiscal year
Year two (2)	1.25 days times your FTE % for every month worked in the fiscal year
Year three (3) – five (5)	1.67 days times your FTE % for every month worked in the fiscal year
Year six (6) to ten (10)	2.08 days times your FTE % for every month worked in the fiscal year
After ten (10) years	2.5 days times your FTE % for every month worked in the fiscal year

Example: Working 4 days a week is equal to a FTE (full time equivalent) of .8

So, you would receive .8 of 15 days which equals 12 days (4 days a week for 3 weeks)

1 day a week is equal to .2 FTE

2 days a week is equal to .4 FTE

3 days a week is equal to .6 FTE

4 days a week is equal to .8 FTE

*** note that if you are not earning wages, you will not be accruing any vacation credits thus the days stated here, and subsequent pay may be reduced as a result ***

Vacation leave cannot be used before it is earned, no exceptions. Employees on probation will earn credits toward their annual vacation but will not be entitled to use them during their first three (3) months of employment.

It is the responsibility of the direct report to ensure that employees who have accrued vacation days take the time off. Every effort will be made to approve an employee's requested vacation period, keeping in mind the requirements of TFN operational needs.

Employees may carryover a maximum of seven (7) vacation days from the fiscal year in which the days were earned to the following year. Four (4) weeks is the maximum that can be taken at any one time, unless otherwise approved.

When an employee is transferring from one position to another within TFN, any unused annual leave shall be transferred with them.

An employee who is on unpaid leave for part of a year will have their vacation accrual prorated for the months they were at work.

An employee who resigns before taking all their earned vacation time is entitled to be paid for the balance of their earned vacation on their last pay cheque.

An employee's vacation entitlement does not accrue during periods of unpaid leave, but an employee's length of service used to determine one's vacation entitlement does continue to accumulate during absences less than 30 days of any kind.

10.2.2 Scheduling Vacation Time

Management is encouraged to obtain approval at least two (2) weeks prior to a scheduled annual vacation of one week or longer. All other employees are encouraged to obtain approval at least one (1) week prior to a scheduled annual vacation of one week or longer.

Employees who do not take it upon themselves to schedule vacation time will have it scheduled by their direct report to ensure vacation is taken throughout the year in accordance with the rollover of 7 days only allowed.

10.2.3 Vacation Pay

All term (Seasonal) and casual employees will not be entitled to take paid vacation time off but may request time off without pay. **Note that time off unpaid, must be made available in accordance with the years of service agreements if requested.**

Each term and casual employee and will be paid a % of vacation pay based on their gross wages every pay period in line with the years of service as noted in section 10.2.1

- 6% for years 1-2
- 8% for years 3-5
- 10% for years 6-10
- 12% for years 11 and above

All school education & support employees with the exception of teachers and custodial employee's, will be paid vacation pay each pay period in accordance with the years of service as noted in 11.2.1 and will be awarded paid time off for school closures such as Christmas and Spring Break.

Teachers are exempt from earning vacation pay credits and are not subject to overtime.

10.3 Statutory Holiday

Statutory holidays under the Canada Labour Code are as follows:

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

Additionally, TFN also recognizes the following provincial holidays and Indigenous days of significance as paid days off:

Family Day	Civic Holiday	Chiefs Day
Easter Monday	National Indigenous Peoples Day	Christmas Eve Day

TFN will be closed for business on the above-noted holidays, except for essential services. If any of these holidays fall on Saturday or Sunday, the following Monday will be observed as a holiday. All TFN buildings and most programming will be suspended at 3 P.M. prior to the long weekend in which a holiday is being observed, this is in excess of the Canada Labour Code.

Full or Part time employees who are scheduled to work on a statutory holiday will receive the day paid as per normal wages.

A Full-Time employee not scheduled to work on a statutory day, is entitled to a day off with pay in lieu to be taken during the next 10 working days at a mutually agreed upon date by the direct report.

When an employee is requested to work on a statutory holiday, the employee will be entitled to be compensated at a rate of time and a half their regular wage and will be entitled to an extra day off with pay.

If a statutory holiday occurs during the period in which an employee is on vacation with pay, they will be entitled to an extra day off. The employee may extend their vacation by one day or take the day off in lieu of a later time.

10.3.1 Statutory Holiday Pay

A part time employee, who is not scheduled to work the holiday day as stated above, who has been employed for at least 30 days and has worked at least 15 of the past 30 calendar days preceding the statutory holiday is entitled to holiday pay.

196 (1) An employer shall for each general holiday stated above, pay an employee holiday pay equal to at least one twentieth of wages (1/20) excluding overtime pay, that the employee would have earned with TFN in the four-week period immediately preceding the week in which the holiday occurs.

10.4 Christmas Holidays

The Christmas holidays are at the discretion of the Chief and Council. Notifications will be made accordingly when these closures are to take place.

All employees will be paid an additional five days of holidays to be taken consecutively with the Statutory Holidays and additionally recognized days during Christmas break per Section 10.3.1, this is in excess of the Canada Labour Code.

With the exception of the school, those are predetermined for Christmas and Spring Break.

10.5 Sick Leave (Paid)

All employees must be employed for thirty (30) calendar days prior to any entitlements to paid sick leave benefits. Casual employees are not entitled to paid sick leave because of the nature of their employment under the code.

Sick leave is calculated and awarded based on the calendar year. Sick time credits are not paid out up termination of any kind.

Paid sick leave credits will be accumulated based on the number of months worked during the year, to a maximum of 15 days in one year. Part-time employees' sick credits will be pro-rated based on the number of hours they are scheduled per month. Sick credits must be earned before

they are taken and paid out, no exceptions.

Canada Labour Code regulations stipulate that all new employees' will earn three (3) paid sick days after their first 30 days of work, and follow the earnings cycle below discounted for days earned prior. Then the employee will be on the appropriate cycle of earnings as stated below.

Full- Time Employees:

Year one (prorated)	1.25 days for every month worked in the fiscal year
Year two (2) 15 days	15 working days (or 1.25 days per month)

Part-time Employees:

Year one (prorated)	1.25 days times your FTE % for every month worked in the fiscal year
Year two (2) 15 days	1.25 days times your FTE % for every month worked in the fiscal year

Example: Working 4 days a week is equal to a FTE (full time equivalent) of .8
So you would receive .8 of 15 days which equals 12 days (4 days a week for 3 weeks)

2 days a week is equal to .4 FTE
3 days a week is equal to .6 FTE
4 days a week is equal to .8 FTE

Any absence of an employee must be reported to the employee's direct report in writing as soon as possible on the first day of the absence.

For any absence due to illness that exceeds five consecutive days, the employee is required to produce a medical note (fit to return to work) at their cost upon their return to work as per the Canada Labour Code, however if the illness was for COVID-19 a note is not required.

Should an employee experience illness while on a scheduled holiday period, the employee is required to produce a medical note for the number of days the employee is ill. Since this is for the employee, the number of days can be lower than 5 as stated in the Canada Labour Code, as it is the employee who would like the medical days validated for additional time off.

An employee is not eligible for sick leave with pay during any period in which they are on an approved unpaid leave or suspended without pay.

Employees who are eligible for the group benefits plan may be entitled to long-term disability benefits should their illness be longer than 119 days in duration. Please speak to the HR Coordinator for more information.

Employees who are on paid leave excluding Long Term Disability, shall continue to accrue sick leave credits; employees who are on unpaid leave will not.

Employees can carry over unused sick days to the next calendar year, there is a carry forward maximum of 30 days. No employee is entitled to payment of accumulated sick leave days when the employee, for any reason, resigns, or retires, or is dismissed; sick leave credits carry no monetary value.

10.6 Bereavement Leave

As an employee governed by the Canada Labour Code, you are entitled to up to 10 days of bereavement leave in the event of a death of an **immediate family member**. (Under s.1 of the Act, “immediate family” means the spouse, child, parent, guardian, sibling, grandchild, or grandparent of an employee, and any person who lives with an employee as a member of the employee’s family).

All TFN employees, who have completed (3) three months of continuous employment, will be granted up to 10 days of leave however (7) days will be with pay and 3 days will be without pay, following the death of an **immediate family member** and up to (4) days with pay and 6 days without pay for **all other family members**, this is in excess of the Canada Labour Code.

If the employee has not completed at least three months of continuous employment, they are entitled to unpaid leave of 10 days for an immediate family member, or other family member however, all will be considered unpaid leave.

Bereavement leave can be taken from the day of the death until six weeks after the funeral, burial, or memorial service (whichever occurs the latest).

In the event of the death of a current employee, it is at the discretion of the department lead to determine if the department will be allowed to close for co-workers to attend the funeral as direct services of the community may be impacted.

10.7 Personal Leave

All TFN employees are entitled to 5 (five) days of personal leave regardless of their employee classification. This leave is to be approved by the employee’s direct report and may be used for tasks such as bank appointments, graduation, child’s illness, moving.

TFN has the right to request that you provide supporting documents concerning the reasons for the leave. Note that this request by your employer can be made up to 15 days after your return to work. You are obligated to provide such documentation if requested.

Personal days are based on the calendar year.

These leaves can be taken all at once during the year, or on a **day** by a **day** basis.

10.7.1 Personal Days Payment

- If an employee's service falls under 3 months of continuous employment, the employee is still entitled to those days of leave, but they will all be unpaid days.
- If an employee's service is over 3 months of continuous employment, then the first 3 days are paid, and 2 (two) days are unpaid.

10.8 Witness Duty Leave of Absence

TFN accepts that an employee may be subpoenaed to appear as a witness in trials before the court. All leaves of this nature are unpaid with the exception of an employee called on behalf of TFN to attend proceedings, where they have been subpoenaed. If the employee is provided any witness fees, the employee must remit those to TFN, with the exception of any travel expenses paid to the employee.

10.9 Jury Selection

TFN accepts that employees may be called for selection to jury panels. An employee so called will be granted up to a yearly maximum of one day with pay for attending jury selection. An employee excused early in the process from the jury selection is expected to return to work when possible.

10.10 Birth of a Child/Adoption of A Child Leave

An employee shall be granted up to two (2) days with pay for the birth of their child or immediately following a child coming into their care in the case of an adoption.

In the case of a casual employee, this will apply if the normal working day has already been scheduled for this employee and the birth is unexpected.

10.11 Voting Leave

All employees who are Canadian citizens and eighteen (18) years of age or older are entitled to have three consecutive hours off on local, provincial, or federal election days to vote. If an employee's hours of work do not allow for three consecutive hours off within the designated voting period, TFN will give that employee enough time off to meet the requirement. This leave includes local elections as well.

For example, the polls are open until 9 p.m. on voting day and the employee only works until 4:30 p.m. That leaves them with 4.5 hours following their workday during which to vote. However, an employee who is scheduled to work until 7 p.m. on voting day would be allowed to leave work at 6 p.m., ensuring the requirement of three consecutive hours is met.

11. UNPAID LEAVES

11.1 General

All requests for leave without pay must be submitted in writing to an employee's direct report for approval at least two weeks before the start date of the leave wherever possible.

During an unpaid leave, the employer shall not dismiss, suspend, lay off, demote, or discipline an

employee who has applied to take such a leave, is on leave, or has taken an unpaid leave.

During unpaid leaves, the employee's length of service continues to accrue.

Employees may be subject to payment of Group Benefits while away on unpaid leaves, please consult the section on Employee Benefits and Pension Plan.

Employees must return any TFN-owned equipment prior to taking a leave lasting longer than two weeks (e.g., laptop, keys, Visa, etc.).

11.2 Unspecified Leave Without Pay

An Unspecified Leave without pay will be granted under special circumstances only, and must be submitted, in writing, to the direct report outlining the reasons for the leave. For unspecified leaves without pay lasting longer than one (1) year, an employee must have five (5) years of consecutive service. This request must be given final approval by the Executive Director. A letter confirming or denying the leave is to be placed in the employee's personnel file.

11.3 Maternity Leave and Subsequent Parental Leave

An employee who is expecting may request that the TFN temporarily modify their job duties or reassign them to another job, where reasonably practicable, if continuing any of their current duties may pose a risk to their health or that of a fetus. A medical certificate is required that indicates how long the risk is likely to last and what activities or conditions should be avoided.

An employee is entitled to leave with pay at their regular rate of earnings, while your employer is examining your request for: Reassignment or job modification. The leave will end when the employer either modifies your job function, reassigns you to another job, or informs you it's not practicable to modify or reassign you.

A Federal program provides for unpaid maternity leave. You must provide TFN with a certificate from a health care Practitioner confirming you are pregnant. You must also provide TFN notice of at least 4 weeks before starting your maternity leave. You are not obligated to take any maternity leave unless TFN can show that you are unable to perform an essential function of your job.

Maternity leave is equal to 17 weeks and may be taken either at 13 weeks before the expected date of birth and ends not more than 17 weeks after the actual birth, if taken before.

As a natural parent or adoptive parent, you may be eligible for an additional 63 weeks of **parental leave**. This leave starts the day the child is born, or the child comes into your care. At least 4 weeks' notice is also required before any leave is taken.

If you are taking maternity leave and parental leave it must be taken in a continuous period without interrupting the leave with periods of work. You may interrupt parental leave in order to take

- ◆ Compassionate care leave

- ◆ Leave for court or jury duty
- ◆ Leave related to critical illness
- ◆ Leave related to death or disappearance of a child
- ◆ Medical leave
- ◆ Work related illness and injury leave.

Parental leave is to resume immediately after the other leave ends and can't extend beyond 104 weeks after the child was born.

Note that the section on Employee Benefits and Pension Plan states more information on group benefit plans and payment of benefits on unpaid leaves. Please consult the section for more information on this.

An employee who is entitled to maternity leave cannot be terminated from employment by TFN. An employee returning from maternity leave is reinstated to their former position held immediately prior to the leave and at the same salary level.

An employee who is on maternity leave will be informed by their direct report of opportunities for training or promotion that arise during their absence.

An employee whose workplace is restructured or reorganized during their maternity leave is entitled to the same treatment, as they would have received had they been working during the restructuring.

An employee may end their leave earlier than the day set out above by giving their direct reports written notice at least four weeks before the day they wish to end their leave.

11.4 Unpaid Sick Leave/Unpaid Medical Leave

Employees can request an unpaid, job-protected sick leave of up to twenty-seven (27) weeks for personal illness, injury, or organ/ tissue donation, attending medical appointments, or quarantine. Note that medical documentation by a medical provider will be required and if the medical note is only for duration of a one-month period, subsequent notes will be required to extend the leave beyond the original note.

A final return to work note is required by your medical practitioner to ensure you are fit to return.

The employee Benefits section should be consulted to ensure payment compliance of these benefits.

11.5 Compassionate Care Leave

Under the Canada Labour Code, an employee is entitled to take compassionate care leave (a federally paid program) with a valid medical certificate by a doctor as follows:

Compassionate Care Leave: 28 weeks

Leave related to critical illness of a child: 37 weeks (assuming they have completed 6 months of

continuous employment)

Leave related to critical illness of an adult: 17 weeks (assuming they have completed 6 months of continuous employment)

**Note that when more than one employee is taking the same leave in relation to the same family member, each employee can take leave at any time during the 52-week period, either at the same time or a different time, but may not exceed the maximum periods provided by the codes. Each leave is considered separate and the right to each leave is independent of any right an employee may have to other leaves. **

11.6 Family Violence Leave

An employee who is involved in family violence or who is the parent of a child that is the victim of family violence is entitled to ten (10) days leave in a fiscal year of which the first five (5) days of the leave are paid for employees with three months' service. The leave is to be used to: seek medical attention for themselves or their child, to obtain services from organizations that aid victims of family violence, to obtain counselling, to relocate temporarily or permanently, to seek legal or law enforcement assistance or prepare for legal proceedings, or to take any measure as prescribed by the regulation in the Canada Labour Code.

11.7 Workplace Injury Leave

Employees who cannot work due to injuries or illness suffered on the job, must seek benefits through the Workplace Safety and Insurance Board (WSIB). All loss of income will be paid by (WSIB)

11.8 Educational/Professional Leave

Employees may be granted short-term, (less than one year) job-protected leave for educational or professional development initiatives. Employees must submit a request to their direct report at least two (2) months prior to the educational leave being scheduled and final approval must be obtained from the Executive Director prior to going on leave. A letter of approval or denial shall be placed in the employee file.

Employees with five (5) years in good standing may be granted an Educational Leave for up to twenty-four (24) months provided the course is accredited and related to their current job or a designated need of TFN.

The educational development of TFN employees is encouraged and supported. This policy is therefore established to provide an opportunity for employees to obtain additional education or training to meet the minimum job requirement.

The granted leave does not imply that the employee shall continue to earn a wage, it only implies the job is protected while the employee is away. A term or temp employee will be hired for the specified time.

11.8.1 Tuition/Books Financial Assistance

An employee who wishes to seek the financial assistance of TFN to pay for tuition/books as requested in their leave above are required to provide the following:

- Course Outline, including start and end dates
- Course delivery, in person or online
- Course costs
- Impact on the job description to update or learn the required skills

An employee who is granted the educational leave and who also is provided with financial assistance for the educational leave is required to sign an Employment Reimbursement Agreement, that states the parameters of repayment should the employee cease to be employed with TFN, either at their own choosing or in the case of “just cause” Clause in the employment contract of termination. This will be signed by the employee and the Executive Director.

Reimbursement should be as follows for educational leave of less than one year:

Employee leaves during the first year	80%
Employee leaves during the second year	30%

Reimbursement should be as follows for educational leave of more than one year:

Employee leaves during the first year	80%
Employee leaves during the second year	50%
Employee leaves during the third year	25%

11.9 Critical Illness Leave

Employees are entitled to up to thirty-seven (37) weeks of unpaid, job-protected leave to provide care for or support for a critically ill child of the employee. The leave is not required to be taken in complete weeks. To qualify for the leave, the employee must have been employed by his or her employer for at least six consecutive months. “Child” for the purposes of this leave includes a child, stepchild, foster child, or a child who is under legal guardianship, and who is under 18 years of age.

Employees are also entitled to up to seventeen (17) weeks of leave to provide care or support for a critically ill adult.

Employees intending to take this leave must provide their immediate supervisor with both notification in writing as well as a written plan that sets out the weeks in which the leave will be taken. If requested, the immediate supervisor is entitled to a copy of the medical certificate qualifying the employee for the leave.

11.10 Death or Disappearance of a Child

Employees are entitled to up to one hundred and four (104) weeks of unpaid, job-protected leave for the death or disappearance of a child that is a result of a crime. “Child” is defined to include a child, stepchild, or foster child who is under 18 years of age. “Crime” is defined as an offence under the Criminal Code, except as prescribed. To be entitled for this leave, an employee must have been

employed by the employer for a minimum of six consecutive months.

Leaves can begin the week the child goes missing or the day the child is pronounced deceased and ends after the 104th day.

Leaves will be considered over, on the 14th day after the child is found.

Leaves are considered over when the death or disappearance is no longer a result of a crime.

Employees must advise their direct report in writing of their intent to take the leave. The leave is generally required to be taken in a single period, subject to limited exceptions as stated above in the Canada Labour Code.

11.11 Traditional Indigenous Practices//Cultural Leave

An Indigenous employee who has been continuously employed by TFN for at least three (3) months, regardless of classification, may take up to five (5) paid days off per calendar year to participate in hunting, fishing, harvesting, or engaging in any other cultural practices, this is in excess of the Canada Labour Code.

Employees must advise their direct report in writing at least two weeks prior of their intent to take this leave.

11.12 Jury Duty Leave of Absence

TFN accepts that employees may be called to serve on jury panels, this will be unpaid, as the employee will receive a stipend from the courts.

11.13 Witness Duty Leave of Absence

Where employees are subpoenaed to appear as witnesses in trials before the court, external to their duties as an employee of TFN, they shall be granted time off without pay.

11.14 Unauthorized Leave of Absence

Any unauthorized absence shall be without pay, and the employee may be subject to disciplinary action upon their return to work.

Following an absence of five (5) working days without permission, every effort will be made to contact the employee. After repeated attempts using the contact information on file, a registered letter will be sent notifying the employee that they need to contact the employer immediately, otherwise, they will be considered to have abandoned or resigned from their position.

12. PERFORMANCE EVALUATIONS

12.1 Formal performance evaluations are conducted:

- just prior to the completion of an employee's probationary period;
- at the end of any period during which an employee has contracted to improve

their performance; and/or

- annually, during the months of November and December

All employees are subject to annual performance evaluations up to and including the Executive Director.

If the direct report has met regularly with their employees and has established goals which the employee is working towards attaining, the evaluative portion of the appraisal should contain no surprises for either the reviewer or the employee.

The Department Lead together with the direct report will evaluate the performance of all employees under their direction. The Executive Director will evaluate the Department Leads.

12.2 Performance Evaluation Process

- This Performance Evaluation form is to be completed by both the employee and their direct report prior to the performance review meeting.
- A short preliminary meeting will be held between the employees and their direct report to discuss the evaluation process and to explain the evaluation form.
- All employees are evaluated using the same performance measures in addition to each individual's specific key responsibilities.
- Employees are to place a checkmark in the rating box that they feel best matches their overall performance, using the definitions below as a guide:

UNSATISFACTORY PERFORMANCE	MARGINAL PERFORMANCE	MEETS EXPECTATIONS	EXCEEDS PERFORMANCE	EXCEPTIONAL PERFORMANCE
Performance consistently fails to meet expectations; needs improvement immediately	Often has difficulty meeting expectations; improvement required	Performance usually meets expectations; satisfactory	Performance frequently exceeds expectations; commendable	Performance consistently exceeds expectations; outstanding

- A 'Not Applicable' rating has also been provided and should be chosen if the performance measure does not apply to the employee being evaluated or the employee has not been in the position long enough to fairly rate their performance in a particular area.
- Ratings of 'Exceptional Performance', 'Marginal Performance', or 'Unsatisfactory

Performance' must include an explanation in the 'Comments' section.

- The entire evaluation period (i.e., the past twelve months) should be considered and not just the most recent events.
- Employees are to complete the 'Major Accomplishments' and 'Individual Goals' prior to their meeting; direct reports are to complete the 'Organizational Goals' section.

Employees are to complete their portion first and return to their direct report at least one (1) week prior to their performance review meeting.

The Review Meeting is held to share and discuss the responses both the employee and direct report have made independently on the evaluation form and to seek agreement on the results of the employee's overall performance.

The 'Overall Performance' section will be jointly agreed to by the employee and their direct report during the performance review meeting; any 'final comments' can be made in writing at that time or following the meeting.

Both the employee and their direct report must sign the form and return it to the Lead for final approval (Note: If the Lead is the direct report, the completed evaluation form will be given to the Executive Director).

Two copies of the final Performance Evaluation will be made; one for the employee to keep and one to be kept in the employee's file.

12.3 Performance Improvement Plans (PIP)

- Employees whose performance falls short of expectations may be placed on a Performance Improvement Plan (PIP) to attempt to correct the behavior and set the employee on a more positive course.
- PIPs will be developed by the HR Coordinator with the support of the direct report, but it is the direct report who will be expected to monitor the employee's performance and communicate any progress back to the HR Coordinator
- Direct Reports will take every reasonable step to ensure the employee's performance concerns are addressed.
- Note that while on an active PIP, employees are still subject to steps within the progressive discipline policy and, if necessary, can be terminated as a result of not adhering to the requirements of the PIP.

12.4 360 Degree Feedback

12.4.1 The Purpose

In an effort to provide the Executive Director with meaningful feedback regarding their performance, TFN will conduct, in addition to the annual performance evaluation, less frequent 360-degree feedback evaluations of the Executive Director.

The main objective is to obtain valuable information through both quantitative and qualitative methods from the Executive Director, their direct reports, and their immediate supervisor.

The information can then be used by the Executive Director to, in turn, create goals and continue to develop their leadership and management skills.

This process, designed to be a professional development tool rather than a punitive one, is based on **perceptions** and is, therefore, highly subjective, focusing only on behaviors and competencies as observed by others and not basic knowledge or job-specific skills.

12.4.2 The Process

To gather feedback, surveys are distributed to the Executive Director, all of their direct reports, and all members of the Chief and Council would be asked to participate.

Each individual is asked to rate a series of statements on a scale ranging from 'strongly agree' to 'strongly disagree' followed by a handful of open-ended questions.

Evaluators are encouraged to give specific examples wherever possible to provide added understanding of their responses and are also given an opportunity to add any additional comments at the end which they feel has not previously been addressed.

Everyone involved is assured that their responses are kept anonymous. The feedback is then summarized, including a list of recommendations, and presented to the Executive Director for development planning.

12.4.3 Frequency

The Executive Director will receive 360-degree feedback every three years.

13. PROGRESSIVE DISCIPLINE & DISMISSAL

This policy applies to all TFN employees. It is intended to benefit employees by ensuring organizational expectations for reasonable behavior and work habits are clearly understood and that employees who perform in an unacceptable manner are provided with opportunities to take corrective action to meet performance expectations.

13.1 Performance Concerns

For the purposes of this policy, performance problems fall into one of three categories:

- **Attendance:** covers failure to be at work on time, for the full duration of the scheduled work shift, every day that the employee is scheduled to work.

- **Conduct:** involves violation of the TFN policies and procedures as well as those listed in the Code of Conduct.
- **Performance Standards:** covers failure to meet job-related expectations as defined in job descriptions such as quality, quantity, accuracy, cost and time.

13.2 The Progressive Steps

If, after the initial discussion, the performance or behaviour does not improve, another meeting or series of meetings may follow. These meetings will involve a number of progressive steps, beginning with a documented verbal warning, progressing to written warnings, suspensions, (unpaid) and leading to possible termination of employment.

NOTE: Depending on the seriousness of the problem, an employee may be disciplined at any one of the steps.

The consequences for conduct concerns will typically be different than for failure to meet performance standards. A final written warning would be the most common final step in a misconduct situation and a formal trial period most common in a job performance situation. A problem involving the failure to satisfy job performance requirements must include at least one formal trial period prior to any decision to demote or terminate.

Terminations or demotions related to below standard performance will occur only after the employee has received a final written warning or has been placed on a formal trial period where it is clearly specified that failure to meet the specified objectives will result in termination.

In the case of severe misconduct, an employee can be demoted immediately under the direction of the Executive Director without following the progressive discipline steps.

All incidents of misconduct and unsatisfactory performance will be brought to the employee's attention at the earliest possible opportunity. All discussions regarding individual performance will take place in private and in a respectful manner.

All disciplinary action, with the exception of dismissal, shall be the responsibility of the direct report.

The Employee shall have the right to appeal a disciplinary decision in accordance with the Appeal Process.

All Employee dismissals will be recommended by the direct report with appropriate documentation for review by the Department Lead and the final decision to be made by the Executive Director.

NOTE: Employees who remain infraction-free for a period of twenty-four 12 months will be assumed to have corrected their behaviour, and will no longer influence future employment decisions, however for legal ramifications, any and all documents related to discipline will remain in the employee's personnel file.

13.3 Stepped Discipline Examples

13.3.1 Level One

The first level of disciplinary action is for violations of a minor nature which may include but are not limited to:

- violation of the Employee Code of Ethics
- smoking at unauthorized times or places
- insubordination of a minor nature (i.e., intentional, or willful refusal to carry out a reasonable task)
- inappropriate comments, dress, or printed material that is offensive to other employee members or inappropriate to the work environment
- breach of confidentiality, depending on the nature of breach as determined by the immediate supervisor.

13.3.2 Level Two

The second level of disciplinary action is for violations of a far more serious nature which may include but are not limited to:

- defacing or removing material belonging to TFN
- abusive language towards the public, co-workers, or supervisor
- sleeping on the job
- making false and/or malicious statements about other co-workers or supervisors
- unauthorized use or possession of tools, machinery, or equipment belonging to TFN
- breach of confidentiality, depending on the nature of breach as determined by the department lead

13.3.3 Level Three

The third level of disciplinary action is for violations of major infractions including but not limited to:

- falsification of organizational records, reports, etc.
- theft or embezzlement
- possession of alcohol or illegal drugs while on the job, premises, in or on machinery or vehicles owned by TFN
- reporting to work under the influence of alcohol or recreational drugs of any kind and/or consuming alcohol or using recreational drugs of any kind at work
- provoking, instigating, or participating in physical fighting during working hours
- destroying TFN's property with purposeful intent

- breach of trust
- breach of confidentiality, depending on the nature of breach as determined by the department lead
- gross misconduct/chronic insubordination
- workplace harassment and/or violence
- discrimination

13.4 Dismissal for Cause

No employee who has completed three months or more of continuous employment with TFN may be dismissed without a review of the circumstances. On the recommendation of the Department Lead, the Executive Director will proceed with the dismissal of the concerned employee. The dismissal meeting will be attended by the HR Coordinator, the direct report, and the Executive Director.

For dismissal of the Executive Director for cause, the dismissal meeting will be attended by the entire Chief and Council.

Action to dismiss an employee will be taken:

- (a) as a last resort when, after all attempts to correct unacceptable attendance, conduct, or consistency in meeting job-related standards have been exhausted, another culminating incident occurs; or,
- (b) when the employee has committed a single serious violation of a workplace rule or demonstrated a degree of incompetence or negligence which, after due investigation, is considered to make the continuation of the employment relationship impossible; or,
- (c) when the employee has abandoned their position; or,

With the exception of an employee who is dismissed for cause as outlined in point (d) above, an employee who is dismissed for cause is not entitled to any prior notice of the termination and their discharge will be effective with delivery of the notification letter.

An employee who is dismissed from employment with TFN for cause is not entitled to either pay in lieu of notice or to severance pay.

Serious violations will result in immediate suspension without pay until the charge has been investigated.

A "serious" violation is defined as an act which threatens the operation of the organization or the safety or well-being of individuals. Examples include: deliberate falsification of records, theft and fraud; assaulting a supervisor, co-worker or client; selling drugs on the premises; unauthorized use of weapons, etc.

In considering whether dismissal or some other action is the appropriate disciplinary measure, the Executive Director will consider the following factors:

- (a) Seriousness of the breach
- (b) Frequency of the breach
- (c) Employee's history of this type of behavior
- (d) Employee's work and job performance history
- (e) Extenuating or mitigating factors (e.g., health issues)
- (f) Degree of orientation to workplace rules and/or job performance expectations
- (g) TFN's consistency in dealing with similar breaches

The Executive Director shall be responsible for the dismissal of all employees.

If a breach is determined to be unfounded, the employee will be reinstated with pay retroactive to the date of suspension.

14. APPEAL PROCESS

To ensure fair and equitable treatment of all TFN employees, TFN has established an appeal process for the hearing of grievances concerning employment related matters. The Appeal Process shall apply to all TFN employees.

An employee who disagrees with an employment related decision of their direct report and/or the Department Lead may, after having tried to resolve the dispute informally, submit a written grievance in accordance with the Appeal Process. An employee may grieve decisions regarding wages, disciplinary actions, assignments, performance reviews, hours of work, or other conditions of employment.

The employee is entitled to a fair hearing according to the following procedures:

14.1 Step One

- An employee must attempt to resolve the matter with their direct report prior to proceeding with a formal written appeal.

14.2 Step Two

- If the matter remains unresolved, the employee may proceed with a formal written appeal.
- The employee shall file a written appeal with their direct report and provide a copy to the Department Lead. If the direct report is the Lead, a copy shall be provided to the Executive Director.
- The written appeal must clearly state the facts upon which it is based, including when they occurred, the policy violation if known, or the decision which the employee disagrees with,

and the remedy sought. A written appeal must be signed by the employee.

- The appeal must be presented to the direct report within ten (-10) working days after the date of the occurrence or ten (-10) working days from the date from which the conditions causing the grievance became known.
- The direct report shall respond to the issue in writing within three (3) working days after receipt of such appeal and provide a copy to the Lead or Executive Director as applicable.
- If the employee is not satisfied, they may proceed to Step Three within seven (-10) working days after the receipt of the written response from their direct report.

14.3 Step Three

- The employee may put in an appeal against the decision of their direct report by bringing the written appeal to the Executive Director, including the rationale for consideration of the appeal.
- The employee will be given a written response within ten (10) working days after receiving the Step Three appeal by the Executive Director. This decision is final.
- If the grievance is filed by an employee whose direct report is the Executive Director, the written request for an appeal shall be submitted to the HR Coordinator. The written request shall include the rationale for consideration of the appeal. The HR Coordinator shall bring their recommendation to TFN Chief and Council for their consideration. The decision of TFN Chief and Council is final.

An Employee may withdraw their appeal by notifying the appropriate party in writing at any time.

An appeal withdrawn by an employee may not be reinstated.

In the case of a constructive dismissal appeal, the matter shall be forwarded directly to the Chief and Council.

15. EMPLOYEE DEVELOPMENT

It is TFN's desire to give encouragement to its employees in their efforts to improve proficiency in their present jobs or future aspirations.

This policy reflects that the employee does not need time off from work to do the courses and will be doing the courses on their own time. This also means that their regular position is not affected, with the exception of scheduled tests that may be during the business day.

As a result of one's performance evaluation, an employee may be required to seek further education in order to fulfill the requirements of the job. Under such circumstances employees must provide an education plan to their immediate supervisor indicating how and when this will be achieved.

This does not include employee professional development that is less than 6 months in duration. It does not apply to professional development whereby a one- or two-day session is permitted. TFN

may be the payee but will not request any funds back in return.

TFN will pay up to 100% of the cost of books and tuition, if funding permits, for all accredited courses attended when the following criteria are met:

- that the course is relevant to their position;
- that a passing grade is maintained;
- that approval is obtained from their direct report prior to registration; and
- that proof of completion is provided with a final transcript

Employees who fail to complete their course(s) or meet the criteria above may be required to reimburse TFN for some or all of the funding, depending on the reason and at the discretion of their direct report.

An education agreement document should be signed outlining the criteria and obligations of each party. Signed by both the direct report and the employee.

Employee leaves during the first year	80%
Employee leaves during the second year	30%

Not applicable to Professional Development.

For example, an employee agrees to stay working for TFN for a period of not less than two years, otherwise, the employee agrees to pay back a percentage of the education costs paid by TFN as follows:

16. REFERENCE REQUESTS

Letters of reference requested by an employee who is resigning will be provided by their direct report and shall include the following information:

- Employee's period of employment with TFN (including service with other departments/programs);
- Employee's position, title, and department; and
- Additional information pertaining to employment may be provided with written consent by the employee, and at the discretion of the direct report.

All direct reports shall note that a letter of reference is considered to be a legal document.

Where a reference request is received over the telephone, the above information may be given out verbally, provided that the person requesting the information gives their name, position, company name, and the reason for the request. Should further information be required, the request shall be made in writing and shall include a signed consent by the employee.

A direct report who has given a verbal or written reference request should provide a copy of the written request, or in the case of a verbal, an email should be sent to the HR Coordinator with the information on who requested the reference and what information was given out. Whenever possible ask for the reference form and complete it so that its entirety can be filed in the employee's file.

In cases where the former employee has an outstanding claim against TFN, the direct report shall consult with the HR Coordinator prior to the release of any information, written or verbal.

17. PERSONNEL RECORDS

TFN shall maintain comprehensive records of every TFN employee. These shall, at a minimum, consist of an individual file for each which contains their initial application if applicable for employment and/or personal resume, copies of all performance evaluations, documentation of any disciplinary action, pay entitlement, benefits, documents verifying training prerequisites, and correspondence such as professional certification.

Only the employee, the Executive Director and the HR Coordinator shall have access to an employee's entire personnel file. The direct report shall have access to an employee's evaluations, pay entitlement, disciplinary matters.

Employee files shall be stored securely at all times.

17.1 Employee Information

An employee is required to mention any changes in the following information, as soon as possible, to their direct report and the HR Coordinator:

- Name, address, email, or telephone number;
- Name, address, email, or telephone number of person to be notified in case of emergency;
- Number of dependents to be declared on tax forms;
- Education degrees and/or certifications;
- Injury or illness that occurred at work; and
- The employee's ten (10) digit Band Number.

An employee must be encouraged to mention any changes in the following information, as soon as possible, to the HR Coordinator:

- Beneficiaries in the group life insurance policy and Pension Plan Policy;
- Persons covered by group benefits, and

17.2 Record Retention

As per the Canada Labour Code, TFN is required to keep employment and payroll records for each employee for at least 36 rolling months. When the employment ends, you must also keep the employee's records for another 36 months.

After 36 months of the termination date, an employee's file and its contents must be shredded or deleted in accordance with these standards. Note that an employer is to keep the following information that does not pertain directly to the employee's personal information.

The document will state the name, date of birth, start and end dates of employment, last position held and any comments about the reason for termination, (i.e.) resignation or performance related. CLC code requires the disposal of any terminated employee's personnel file to be completed no longer than 36 months from termination date be shredded or deleted from any cloud service provider with only an information document to remain.

18. TERMINATION / RESIGNATION / RETIREMENT

18.1 Termination Without Cause

After completion of the probationary period, TFN may terminate employment without cause at any time upon providing an employee with a minimum written notice or at TFN's option, pay in lieu of notice or any combination of written notice and pay in lieu of notice in accordance with the following schedule:

Period of Employment	Notice/Pay in Lieu of Notice
More than 3 months, but less than 3 years	2 Weeks
More than 3 years, but less than 4 years	3 Weeks
More than 4 years, but less than 5 years	4 Weeks
More than 5 years, but less than 6 years	5 Weeks
More than 6 years, but less than 7 years	6 Weeks
More than 7 years, but less than 8 years	7 Weeks
More than 8 years	8 Weeks

In the event that the Canada Labour Code provides for a greater right or benefit for termination and/or severance pay, the provisions of the Code shall replace the terms set out in the section above in which case entitlements will be limited by the provision of the CLC.

Employment may be terminated at any time for cause without notice or pay in lieu of notice.

The HR Coordinator will prepare a termination letter for the Executive Director to sign. The Executive Director and the employee's direct report will set up a meeting to inform the employee of the termination.

TFN benefit coverage ceases effective on the last day of employment. TFN registered pension plan ceases once the benefit provider receives the final contributions for the end date of employment. Information from the carrier will be sent directly to the employee's residence.

A record of employment will be created and submitted to Service Canada and a copy provided to the employee.

18.2 Resignation

Any employee who resigns from TFN must give written notice to their direct report for

advisement to the HR Coordinator according to the guidelines below. The direct report must inform the HR Coordinator upon receipt of such notice. Resigning employees are not entitled to severance pay. An employee who terminates voluntarily is expected to give a minimum of two weeks of notice unless otherwise indicated within the employee's employment contract.

The HR Coordinator, will prepare an acknowledgement letter to the employee of the resignation to be signed by the Executive Director within 2 days of receiving the notification.

A copy will be kept in the employee's file and a copy given to the employee and their direct report.

TFN's group benefit coverage ceases effective the last day of employment. TFN registered pension plan ceases once the benefit provider receives the final contributions for the final end date of employment. Information from the carrier will be sent directly to the employee's residence.

TFN will determine if there are any financial liabilities for repayment and identify any property belonging to the organization for return on or before the last day of employment (ex. Security cards, keys, fobs, I.D., credit cards, files and TFN equipment).

Outstanding vacation entitlements and banked time (except for sick credits) will be paid out to the employee on their final pay.

Exit interviews (where possible and jointly agreed upon) will be conducted by the HR Coordinator or a designate that is not the employee's direct report, prior to the last day in the workplace to:

- Ascertain the employee's reason for leaving;
- Discuss possible improvements to the work environment; and
- To further reinforce positive employee/employer relationship for the future

A record of employment will be created by payroll and submitted to Service Canada and a copy provided to the employee.

18.3 Retirement

Employees wishing to retire must notify their direct report in writing of the final date of employment. The HR Coordinator, will prepare an acknowledgement letter to the employee of retirement to be signed by the Executive Director within 2 days of receiving the notification.

A copy will be kept in the employee's file and a copy given to the employee and their direct report.

TFN benefit coverage ceases effective on the last day of employment.

TFN registered pension plan ceases once the benefit provider receives the final contributions for the final end date of employment. Information from the carrier will be sent directly to the employee's residence.

A Record of Employment (ROE) will be created and submitted to Service Canada and a copy provided to the employee.

18.3.1 Retirement Allowance

TFN is proud to acknowledge an employee's years of service and the dedication of its employees. Where the employee is over the age of 55 and the employee is retiring from TFN with a continuous year of service of more than 10 years, a retiring allowance shall be paid to the employee on their final pay.

The retirement allowance is paid out at the rate of (1) day per year and capped at 25 years of service to a maximum of 25 days. This retirement allowance is subject to taxation and deduction in accordance with Service Canada.

Should the employee return to TFN in another employment capacity, no additional retirement allowance will be provided, regardless of the number of years of service.

19. WORKPLACE HARASSMENT AND VIOLENCE PREVENTION

19.1 Policy Statement

TFN is committed to a healthy, harassment-free and violence-free environment for all employees. This policy is intended to prevent and respond to workplace harassment and violence of any type and to effectively address any incident that might occur.

19.2 Application

This policy applies to all employees and contractors at TFN who are engaged in work, work-related activities, or work-related relationships. This policy applies to all incidents of workplace harassment and violence, including sexual harassment and sexual violence, family violence and third-party violence. Violence or harassment in the workplace may originate from anyone the worker comes into contact within a workplace, such as a client, a customer, a student, a patient, a co-worker, a contractor, a Council member, or a supervisor. Or the person may be someone with no formal connection to the workplace, such as a stranger or a domestic/intimate partner, who brings violence or harassment into the workplace.

19.3 Definition of Harassment and Violence

The Canada Labour Code (the Code) defines harassment and violence at subsection 122(1) as "any action, conduct or comment, including of a sexual nature that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to an employee, including any prescribed action, conduct or comment."

19.3.1 Examples of Harassment

Harassment can include, but is not limited to any of the following acts or attempted acts:

- spreading of rumors or gossip about an individual or group
- cyber bullying (threatening, spreading rumors, or talking negatively about an individual online)
- threats made over the phone, by email, or through other mediums to an employee, including from a client or an ex-partner or family member
- making offensive jokes or remarks

- playing unwanted practical jokes
- socially excluding or isolating someone
- stalking or inappropriately following a person
- tampering with someone's work equipment or personal belongings
- vandalizing or hiding personal belongings or work equipment
- impeding a person's work in any deliberate way
- persistently criticizing, undermining, belittling, demeaning or ridiculing a person
- intruding on a person's privacy
- public ridicule or discipline
- unwelcomed physical contact
- sexual innuendo or insinuation
- unwanted and inappropriate invitations or requests, including of a sexual nature
- displaying offensive posters, cartoons, images or other visuals
- making aggressive, threatening or rude gestures
- misusing authority, including:
 - constantly changing work guidelines
 - restricting information
 - setting impossible deadlines that lead to failure, and/or
 - blocking applications for leave, training or promoting in an arbitrary manner
- engaging in any of the actions, conduct and comments outlined above against a person because of that person's: race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability, or any of the other prohibited grounds that the Canadian Human Rights Act lists

19.3.2 Harassment is Not

Harassment is not any of the following:

- consensual workplace banter and interactions (unless it includes hurtful remarks about others, especially if they pertain to any of the prohibited grounds listed above)
- reasonable management action carried out in a fair way, such as day-to-day actions by a supervisor or manager related to: performance, absenteeism, assignments, discipline, and even dismissal (unless it is abusive or discriminatory)

19.3.3 Examples of Violence

- Violence can include but is not limited to the following acts or attempted acts:
- verbal threats, hostile behavior, or intimidation
- verbal abuse, including swearing, yelling or shouting offensively; persistent micro aggressions

- lateral violence including sabotage, mobbing, and backstabbing
- physical contact of a sexual nature
- kicking, punching, scratching, spitting, biting, squeezing, pinching, battering, hitting or wounding a person in any way
- attack with any type of weapon

19.3.4 Other Definitions

- The following definitions apply to this policy:
- Conciliation means a confidential, voluntary and private dispute resolution process in which a neutral person helps the parties to reach a negotiated settlement
- Designated recipient means the person that has been designated by TFN, to whom a notice of an occurrence may be submitted. For the purposes of this Policy, the Human Resources Specialist will act as the designated recipient.
- Human Resources Specialist is a neutral, third-party external resource who provides subject matter expertise in the area of workplace harassment and violence
- Labour Program is responsible for protecting the rights and well-being of both workers and employers in federally regulated workplaces by administering and enforcing the Canada Labour Code
- Occurrence means an occurrence of harassment and violence in the workplace
- Principal party means an employee or employer who is the object of an occurrence
- Responding party means the person who is alleged to have been responsible for the occurrence in a notice of an occurrence provided to the designated recipient
- Witness means a person who witnessed an occurrence of harassment and violence or is informed of an occurrence by the principal party or responding party
- Workplace means any place where an employee is engaged in work for the employee's employer as per 122(1) of the Code

19.4 Role of TFN (the employer)

The role of TFN in relation to harassment and violence prevention includes:

- committing to preventing harassment and violence in the workplace
- jointly reviewing and, when necessary, updating this policy at least once a year or following any change to an element of this policy
- jointly reviewing and updating the workplace assessment with the workplace committee:
 - ❖ in situations where the principal party chooses to end the resolution process but the occurrence is not resolved, or
 - ❖ in situations where the responding party is not an employee or the employer
- jointly developing emergency procedures with the workplace committee

- deploying the workplace emergency procedures whenever an incident, including an incident of family violence or domestic violence, poses an immediate danger to the health and safety of an employee or there is a threat of such an incident
 - making available to all employee's information related to support services
 - jointly developing or identifying harassment and violence prevention training with the workplace committee
 - delivering harassment and violence training to all employees and the designated recipient
 - jointly reviewing and, when necessary, updating the training with the workplace committee at least once every 3 years and following any change to an element of the training
 - ensuring that the designated recipient correctly follows the resolution process that is outlined in the Workplace Harassment and Violence Prevention Regulations (the Regulations)
 - for investigations into an occurrence of harassment and violence, providing a copy of the investigator's report to the principal party, responding party, and workplace committee
 - jointly determining with the workplace committee which recommendations from the investigator's report should be implemented
 - implementing the jointly determined recommendations from the investigator's report
 - ensuring the resolution process is completed within 1 year after the day on which a notice of an occurrence is received
 - reporting to the Labour Program employee deaths resulting from occurrences of harassment and violence, within 24 hours of becoming aware of the death
 - providing the Labour Program by March 1st of every year an annual report summarizing the data on all occurrences of harassment and violence in the previous calendar year
 - complying with all other aspects of the Regulations and the Code as it relates to harassment and violence

19.5 Role of Designated Recipient (the HR Coordinator)

Under this policy, the HR Coordinator will act as the designated recipient. The role of the Designated Recipient in relation to harassment and violence prevention at TFN includes:

- ❖ responding to all notices of an occurrence within 7 days of receiving the notice
- ❖ initiating negotiated resolution with the principal party within 45 days after the day on which the notice of an occurrence is received
- ❖ reviewing every notice of an occurrence with the principal party against the definition of harassment and violence outlined in subsection 122(1) of the Code
- ❖ making every reasonable effort to resolve an occurrence for which a notice has been provided
- ❖ allowing the principal and responding parties the option of participating in conciliation if they both agree to participate and on who will facilitate the

conciliation

- ❖ providing notice of an investigation to the principal and responding parties if the principal party requests an investigation
- ❖ in the case of an investigation, selecting a person to act as an investigator from the list of investigators developed jointly by TFN management and the workplace committee
- ❖ ensuring selected investigators have the necessary knowledge, training and experience required by the Regulations
- ❖ ensuring investigators provide a written statement indicating they are not in a conflict of interest with respect to the occurrence
- ❖ providing investigators all the information that is relevant to their investigation
- ❖ providing monthly status updates to the principal and responding parties on the status of the resolution process

19.6 Role of the Workplace Health & Safety Committee (WHSC)

The role of the workplace committee in relation to harassment and violence prevention at TFN includes:

- jointly reviewing and, when necessary, updating this policy with TFN management at least once a year or following any change to an element of this policy
- jointly conducting the workplace assessment with TFN management and making recommendations to TFN management regarding changes that should be made
- jointly monitoring and, when necessary, updating the workplace assessment with TFN management when there is:
 - ❖ a change to the risk factors identified, or
 - ❖ a change to the effectiveness of the preventive measures that have been developed and implemented
 - ❖ jointly reviewing and, when necessary, updating with TFN management the workplace assessment every 3 years
- jointly developing the emergency procedures with TFN management
- jointly reviewing and, when necessary, updating the emergency procedures with TFN management
- jointly identifying with TFN management appropriate harassment and violence training
- ♦ jointly reviewing and, when necessary, updating the training with TFN management at least once every 3 years and following any change to an element of the training
- ♦ jointly developing a list of investigators with TFN management
- ♦ where appropriate, checking in with TFN management, if necessary, ensuring continuous compliance with the Regulations and the Code

19.7 Role of Employees

The role of all employees in relation to harassment and violence prevention at TFN include:

- ❖ refraining from committing harassment and violence
- ❖ where appropriate and safe, informing a person committing harassment and violence that their actions are inappropriate and unwelcomed
- ❖ reporting all occurrences of harassment and violence to their supervisor or the Designated Recipient when they experience or witness it

- ❖ where appropriate, making every reasonable effort to resolve an occurrence of harassment and violence through negotiated resolution if they were a party to an occurrence
- ❖ cooperating with an investigator and the investigation process related to an occurrence
- ❖ refraining from retaliatory behaviour against the principal party, responding party, witnesses and any other individuals who are involved in the resolution process for an occurrence
- ❖ respecting the confidentiality of the information shared throughout the resolution process of an occurrence

19.8 Harassment and Violence Prevention Training

TFN will provide all of its employees with a harassment and violence training course. This course will cover:

- ❖ elements of the workplace harassment and violence prevention policy
- ❖ the relationship between workplace harassment and violence and the prohibited grounds of discrimination under the Canadian Human Rights Act
- ❖ how to recognize, minimize and prevent workplace harassment and violence

All new employees will receive training within 3 months after the day on which their employment begins. In addition, all employees will receive this training again at least once every 3 years.

The following groups will receive training on their obligations in relation to harassment and violence at least once every 3 years: the Executive Director, department leads, direct reports, and the employee.

19.9 Workplace Assessment

The Designated Recipient and the workplace committee will conduct a joint review. If necessary, they will update the workplace assessment if an employee submits a notice of an occurrence and the resolution process cannot proceed for any of the following reasons:

- ❖ the principal party chooses to end the resolution process at any point during the resolution process but the occurrence is not resolved
- ❖ the responding party is not an employee or the employer (for example, the responding party is a member of the public, a client, or an (ex)partner or family member)

The purpose of the review and update of the workplace assessment is to:

- ❖ determine what happened, taking into account the circumstances of the occurrence
- ❖ determine whether all risk factors have been appropriately identified

19.9.1 Outline of the Resolution Process

Below is a summary of the resolution process. It includes how a principal party, or witness, can submit a notice of an occurrence.

19.9.2 Notice of an Occurrence

You are encouraged to notify the Designated Recipient if:

- ❖ you are an employee who is experiencing or have experienced harassment and violence in the workplace, or
- ❖ you are an individual (employees or non-employees) who witnessed an occurrence of harassment and violence in the workplace

The Designated Recipient will ask the employee or individual to fill out a form, in which they provide the following information:

- ❖ the name of the principal party and the responding party (if known)
- ❖ the date of the occurrence
- ❖ a detailed description of the occurrence

If an employee or individual is not able to provide this information in written form, they may provide this information to the Designated Recipient verbally. The Designated Recipient will then transcribe the information for them on the form.

Please note that, in order to proceed with the resolution process, it is mandatory to provide the name or identity of the principal party who was involved in the occurrence. If you do not provide the name or identity of the principal party, the occurrence will not be further reviewed.

TFN cannot reveal the identities of the parties involved in the resolution process for an occurrence to the workplace committee without the consent of the parties. However, the identities of the parties may be revealed to each other as part of the resolution process.

19.9.3 Negotiated Resolution

Negotiated resolution is a form of informal resolution where the principal party meets with the employer or designated recipient to:

- ❖ discuss the occurrence
- ❖ clarify what was submitted in the notice of occurrence, and
- ❖ attempt to reach resolution

During negotiated resolution, the Designated Recipient will ask the principal party to meet, either in person or by phone. This meeting is for an initial discussion regarding the occurrence. During this discussion, the Designated Recipient and the principal party will review the notice of occurrence that they received against the definition of harassment and violence in the Code.

Together, they will try to determine whether the occurrence meets the definition. If both the Designated Recipient and the principal party agree that the occurrence does not meet the definition, then they will deem the occurrence as resolved. If the Designated Recipient and the principal party do not agree as to whether the occurrence meets the definition, and the principal party wishes to continue with the resolution process, then the principal party has the option of either:

- ❖ continuing with negotiated resolution, or

- ❖ pursuing conciliation and/or an investigation

If the principal party wishes to continue with negotiated resolution, they must inform the Designated Recipient of this decision. The Designated Recipient will schedule a series of meetings with the principal party. At the meetings, where applicable, the responding party will discuss the occurrence and attempt to achieve resolution.

The responding party does not have to be informed of the principal party's notice of occurrence or be involved at this stage of the resolution process. This is only if the principal party does not wish for them to be notified or involved. The Designated Recipient can arrange for any of the following meetings:

- ❖ meetings with only the principal party and the Designated Recipient
- ❖ meetings with the principal party, responding party and the Designated Recipient
- ❖ meetings between the principal party and the Designated Recipient with concurrent but separate meetings between the responding party and the Designated Recipient

19.9.4 Conciliation

A principal party and responding party may engage in conciliation at any time during the resolution process. However, conciliation can only proceed if both the principal party and the responding party agree to engage in conciliation. They must also agree on the person who will facilitate the conciliation. However, conciliation can only proceed if an investigator has not provided their final investigation report.

The principal party and responding party are required to inform the Designated Recipient of their desire to participate in conciliation. The Designated Recipient will then facilitate discussion around the selection of a conciliator who is agreeable to both parties. The Designated Recipient will also schedule time for both parties to meet with the conciliator.

19.9.5 Formal Investigation

The principal party may request an investigation at any time during the resolution process. If the principal party wishes to proceed with an investigation, they must inform the Designated Recipient. The Designated Recipient will then:

- ❖ provide notice of an investigation to the principal and responding party, and
- ❖ select an investigator from the list that has been jointly developed with the workplace committee

The selected investigator will investigate the occurrence and provide TFN a report outlining:

- ❖ a general description of the occurrence
- ❖ their conclusion, and
- ❖ their recommendation to eliminate or minimize the risk of a similar occurrence

TFN will then provide a copy of this report to the principal party, responding party and the workplace committee.

The report will not reveal, directly or indirectly, the identity of the persons who were involved

in the occurrence or the resolution process for the occurrence.

TFN management and the workplace committee will then meet to determine which of the recommendations in the investigator's report are to be implemented. TFN management will implement those recommendations within 1 year of receiving the notice of occurrence.

TFN may take into consideration the findings in an investigator's report when applying disciplinary measures. However, disciplinary measures will also depend on the findings from a separate administrative investigation that the TFN management will conduct in some circumstances.

TFN cannot use the findings in an investigator's report for any of the following purposes:

- ❖ replenishment of sick leave
- ❖ granting of any additional paid or unpaid leave
- ❖ monetary remuneration for damages

19.10 Violence in the Workplace

If you witness or experience violence at work:

- ❖ remove yourself from the situation if you can
- ❖ inform your manager or seek help from a co-worker immediately
- ❖ if your manager is the perpetrator, notify another manager in the line of authority
- ❖ if your physical security or well-being is threatened, if possible, call the police

If you are dealing with a violent person:

- ❖ stay calm
- ❖ try to calm the other person or diffuse the situation (if you can)
- ❖ avoid saying or doing anything that could aggravate the situation
- ❖ avoid eye contact or sudden movements that can be perceived as threatening
- ❖ respect the person's personal space
- ❖ continue the conversation with the person only if the person calms down
- ❖ tell the person that you understand the reason for their anger
- ❖ if the behavior persists, end the conversation
- ❖ politely notify the person that you will leave the work area or ask them to do so
- ❖ notify your manager or seek help from a co-worker immediately (use the panic button if necessary)
- ❖ if the person refuses to leave the premises and the situation escalates, contact the local police service

19.11 Preventing Discrimination

19.11.1 General

TFN is committed to providing a work environment that is free of discrimination and is

supportive of the productivity, dignity and self-esteem of every employee.

It is the responsibility of all employees to refrain from activities which may, on reasonable grounds, be perceived to be discriminatory.

TFN considers unlawful or inappropriate discrimination, in any form, to be serious misconduct, which is subject to disciplinary action, up to and including termination of employment. Retaliation, or threat of retaliation for lodging a complaint about discrimination or participation as a witness in the investigation of an allegation of discrimination, will be treated as serious misconduct in the same way.

19.11.2 Definitions & Examples

“Discrimination” means differential treatment of an individual on the basis of the characteristics referred to in this document and within the Canadian Human Rights Act except where such differential treatment is based on bona fide occupational requirements. TFN will not knowingly exercise, practice or condone discrimination against its employees by reason of:

- Ancestry, including colour or perceived race;
- Nationality or national origin;
- Ethnic background or origin;
- Religion or creed, or religious belief, religious association or religious activity;
- Age;
- Sex, including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
- Genetic characteristics;
- Gender expression and gender identity;
- Sexual orientation;
- Marital or family status;
- Physical or mental disability or related characteristics or circumstances; and/or
- Criminal offense for which a pardon has been granted.

19.12 Reporting Discrimination

TFN encourages employees to report any instances of discrimination immediately. TFN will deal quickly and fairly with every instance of alleged or reported discrimination. All inquiries or complaints and information pertaining to a complaint will be treated in strict confidence. The name of the Complainant and Respondent, and the circumstances relating to the complaint will be disclosed only where it is necessary for the purposes of investigating the complaint or for taking disciplinary action.

20. WORKPLACE ACCOMMODATION

20.1 General

TFN is committed to fostering an inclusive workplace where all employees are treated with respect and dignity.

TFN will act in a manner consistent with its obligations under the Canadian Human Rights Act.

TFN will provide a workplace that ensures equal opportunity free from discrimination based on race, colour, national or ethnic origin, religion, age, sex (includes pregnancy or child-birth), sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability (includes mental or physical disability, disfigurement and dependence on alcohol or a drug) or conviction for an offence for which a pardon has been granted or a record suspended.

TFN will provide workplace accommodation, to the point of undue hardship. The purpose of accommodation is to ensure that individuals who are otherwise able to work are not discriminated against by being excluded from doing so when working conditions can be adjusted without causing undue hardship to the employer.

20.2 Application

This policy applies to all current employees and applicants for employment of TFN, including full and part-time, casual, contract, permanent, and temporary employees. This policy also applies to employees on approved leave including short and long-term disability leave.

This policy applies to all aspects of employment including, but not limited to recruitment, selection, training, promotion, transfers, work arrangements, compensation and benefits, and termination of employment.

20.3 Definitions

An Inclusive Workplace means that all employees have the opportunity to contribute and participate in the workplace in a barrier free environment. Critical to the notion of an inclusive workplace is a robust accommodation policy.

Accommodation means taking steps to adjust rules, policies, practices or situations that have a negative impact on an individual or groups, protected under the Canadian Human Rights Act.

Undue Hardship occurs when accommodation adjustments to the workplace would be prohibitively expensive, or create undue risks to health or safety. Each situation will be viewed as unique and assessed individually. A claim of undue hardship must be supported with facts and a detailed analysis of options, impressionistic or speculative reasons will not suffice.

The following are examples where accommodation could cause undue hardship:

- an employer cannot accommodate without seriously impacting business operations;

- an employee will not be able to return to work in the foreseeable future or is absent so often that it is no longer possible to accommodate them without causing the employer serious financial hardship;
- the employee's position is safety sensitive and, as a result, accommodation may pose a safety risk to the employee, his or her colleagues, clients and / or the public.

20.4 Responsibilities and Expectations

Accommodation is a shared responsibility between employees' direct reports and TFN, as the employer.

20.4.1 TFN is responsible for:

- eliminating barriers that prevent people from accessing, or being included in, the workplace;
- minimizing the need for individual accommodation by regularly reviewing rules, policies, by-laws and practices to ensure that they are not discriminatory;
- ensuring that all employees and job applicants are advised of their right to be accommodated;
- dealing with requests for accommodation in a timely, confidential and sensitive manner;
- providing individual accommodation to the point of undue hardship; and
- ensuring that this policy is effectively implemented.

20.4.2 Direct Reports are responsible for:

- fostering an inclusive work environment by treating all employees and job applicants with respect and dignity;
- identifying and eliminating barriers that prevent people from accessing, or being included in, the workplace;
- dealing with requests for accommodation in a timely, confidential and sensitive manner;
- informing individuals requiring accommodation what information they need to provide to be accommodated;
- generating accommodation options based on the information provided about the individual's accommodation need(s)

- involving individuals requiring accommodation in the search for accommodation;
- initiating a discussion about accommodation when they are aware that an employee or job applicant may have a need for accommodation, but is unable, for any reason, to articulate that need.

20.4.3 Employees and job applicants are responsible for:

- making their accommodation needs known. This does not require the disclosure of the specific cause of their needs but only the effects which create the need for accommodation.
- helping to identify potential accommodation options;
- providing documentation in support of their request for accommodation, including information about any restrictions or limitations; and
- accepting an offer of accommodation that meets their needs, even if it is not their preferred accommodation option.

20.4.4 Employees and job applicants can expect:

- to be treated with respect and dignity;
- to have their needs accommodated up to the point of undue hardship; and
- to be informed of the reasons, if their accommodation request is denied.

20.5 Procedures for Accommodation Job Applicants

20.5.1 General

TFN has a duty to maintain a safe work environment and take all reasonable precautions to protect the health and safety of employees and others in the workplace. This policy is intended to provide a means of supporting employees whose ability to perform their duties safely, competently and productively has been compromised through the influence of alcohol, drugs or other life stresses that cause impairment at work. The aim of the policy is:

- To ensure that employee understand TFN's position in relation to the use of cannabis, alcohol or other drugs whether prescribed or not, in the workplace or its use outside of work and having a subsequent impact on work activity or performance.
- To encourage the early identification of employees who may be experiencing an alcohol or drug related problem.
- To ensure that employees are aware of the support available to them, should they have an alcohol, drug or other life stress issue that is causing them to be impaired

at work.

- To safeguard the wellbeing of all employee's employee and clients.
- To clarify the action that will be taken in the event of misconduct related to improper alcohol consumption or the unsafe use of legal and/or illegal drugs in the workplace.

20.5.2 Definitions

Fit for Duty – a state of physical and mental fitness that allows an individual to perform their job duties safely and effectively without impairment due to the use or after-effects of alcohol, cannabis, illegal drugs, legal medications or other health conditions.

Impairment – includes anything that affects an employee's productivity or their physical or mental abilities to do their work safely. Factors include but are not limited to: being fatigued by work or other circumstances, a stressful or traumatic event either in the workplace or at home that causes ongoing stress and distraction, a medical condition, an injury, a temporary disability, exposure to toxic substances, gases, or fumes, the effects of recreational substance use, including cannabis, alcohol or other illegal drugs or legally prescribed drugs and the after effect of consuming recreational substances.

20.5.3 Work Standards

- ◆ No employee shall report to work, be at work, or operate vehicles or machinery under the influence of cannabis, alcohol or other drugs whether prescribed or not, that may or will affect their ability to work safely.
- ◆ Employees working in safety-sensitive positions (ie. driving vehicles) are restricted from using cannabis or other illegal drugs and/or consuming alcohol within eight (8) hours of the start of their shift
- ◆ No employee shall distribute, possess, consume or use cannabis, alcohol or other drugs of any kind at work which includes TFN offices, in the communities, or vehicles, during scheduled work hours, including time where employees are on standby for weather and other unforeseen delays.
- ◆ If an employee is taking a prescription or non-prescription drug for which there is a potential unsafe side effect, they have an obligation to report it to their direct report. The proper use of medication is not grounds for disciplinary action but may necessitate modified duties or reassignment during the course of treatment.
- ◆ TFN reserves the right to temporarily remove, reassign or suspend an employee pending a determination of the employee's fitness for work, assessment of a drug/alcohol problem, or completion of an investigation into a possible violation of this policy.
- ◆ Any individual failing to adhere to these standards may be subject to discipline up to and including dismissal.

20.5.4 Identifying Impairment

- ◆ Here are some examples of characteristics used to help identify impairment at work as they relate to changes in an employee’s attendance, performance or behavior:
- ◆ Personality changes or erratic behavior (e.g. increased interpersonal conflicts; over-reaction to criticism)
- ◆ Appearance of impairment (e.g., odor of alcohol or drugs, glassy or red eyes, unsteady gait, slurred speech, poor coordination)
- ◆ Working in an unsafe manner or involvement in an accident/incident
- ◆ Consistent lateness, absenteeism or reduced productivity or quality of work

It is not the role of the direct reports to diagnose a possible substance use or dependency problem but rather to identify if an employee is impaired at work and to take the appropriate steps as outlined in this policy.

20.5.4.1 What Should Be Done If Impairment Is Suspected

If a direct report or co-worker becomes aware of an employee who is showing signs of impairment (regardless of cause), it is very important that action is taken. Examples of corrective actions the direct report should take include but are not limited to:

- Call for first aid or emergency medical assistance, if necessary.
- Co-workers should seek out their direct report and report their concerns for safety of the employee
- Speak to the employee in a private area to discuss their behavior.
- Ask another direct report or designated person to be present as a witness.
- State your concerns about safety for others and themselves to the employee and request that they explain what is going on. Do not assume substances are the cause.
- Based on employee response, discuss options, where applicable and available.
- In some cases, it may be necessary to assign non-safety sensitive work, or to ask the employee to stop their work
- Be familiar with available resources and supports and help employees seek treatment as necessary.
- If necessary, have the employee escorted home; do not allow them to drive if you suspect impairment.

Note: an employee who is sent home due to suspected impairment will be paid for their full shift.

If disciplinary action is required, follow TFN’s policies on Progressive Discipline. Every discussion should be accompanied by an incident report, completed and submitted to the HR Coordinator in the strictest of confidence. The report should include the events preceding the incident,

identification of the employee's unsafe work practices, the matters discussed with the employee, that a direct report was notified, a list of all actions taken, and any recommendations made to the employee.

20.6 Accommodation

TFN will take the appropriate steps to accommodate employees with impairment at work issues in accordance with the Canadian Human Rights Act. Individuals will be accommodated in ways that respect their dignity, worth, and right to privacy in the workplace. All information relating to specific requests for accommodation will be treated as confidential and will only be used for the purpose of meeting accommodation requirements. Failure to participate in the treatment and/or accommodation may be subject to progressive discipline, up to and including dismissal. TFN will find a balance between providing opportunities for rehabilitation for those who have a substance dependence problem and triggering discipline for someone who has simply violated the rules prohibiting impairment at work due to substance use. Each incident will be assessed on a case-by-case basis.

21. OCCUPATIONAL HEALTH & SAFETY

21.1 Employees

As an employee, you have a key role to play in preventing work-related injuries and diseases. First, you must be careful and take the necessary precautions to ensure your own health and safety and that of any colleagues who may be affected by your work or activities.

- you enjoy rights under the Code: the right to know, the right to participate and the right to refuse dangerous work
- you also have duties with respect to your health and safety and that of your colleagues
- if you are pregnant or nursing, find out about your rights in Pregnant and nursing employees – Pamphlet 5

21.1.1 Rights of employees

The "Canada Labour Code" gives you the following rights:

21.1.2 Right to Know

You have the right to be informed of known or foreseeable hazards in the workplace and to be provided with the information, instructions, training, and supervision necessary to protect your health and safety.

The Code requires the use of appropriate methods of communication for all employees including those with special needs. Such methods are Braille, large print, audiotapes, sign language, and oral communication.

In addition, you are given the right to have access to government or employer reports related to the health and safety of employees through your policy health and safety committee, workplace health and safety committee or health and safety representative.

21.1.3 Right to participate

As health and safety representatives or workplace health and safety committee or policy health and safety committee members, employees have the right to participate in identifying and correcting work-related health and safety concerns.

Employers with 300 or more employees are required to establish a policy health and safety committee. The purpose of the committee is to handle issues that are organization-wide in nature.

Part II of the Code also provides for employee participation through the use of an internal complaint resolution process.

21.1.4 Right to refuse

You have the right to refuse to work if you have reasonable cause to believe that:

- your workplace presents a danger to you
- the use or operation of a machine or apparatus presents a danger to you or to another employee, and
- the performance of an activity constitutes a danger to you or to another employee

In order for you to be protected by the Code when exercising your right to refuse to do dangerous work, you must follow the proper procedure. For information on this procedure and other aspects of the right to refuse dangerous work, see Right to refuse dangerous work – Pamphlet 4.

21.1.5 Duties of employees

As an employee under the “Canada Labour Code”, you are required to:

- use all safety materials, equipment, devices, and clothing that are provided by the employer and are intended to protect employees
- follow procedures relating to the health and safety of employees
- follow all instructions provided by the employer concerning the health and safety of employees
- co-operate with any person carrying out a duty or function required by the Code
- report to the employer anything or circumstance that is likely to be hazardous to employees or any other person in the workplace
- report to the employer all work-related accidents, occupational diseases, or other hazardous occurrences that have caused injury to you or any other person
- report to the employer any situation you believe to be a contravention of Part II of the Code by the employer, another employee, or any other person
- comply with every oral or written direction given by a health and safety officer or an appeals officer
- respond in writing to a health and safety officer's direction or report when requested to do so by the health and safety officer

21.2 Employers

21.2.1 Employer responsibilities

As an employer, you play an important role in preventing workplace accidents and injuries, and promoting safe and healthy workplaces.

These responsibilities and obligations fall under Part II of the Canada Labour Code and apply to workplaces under federal jurisdiction only.

Employers must ensure that employees have the necessary information, training and supervision to perform their jobs safely. Direct reports, health and safety committees and representatives must also understand their roles and responsibilities under the Code.

Additional areas of employer obligations and responsibilities under the Code include investigations, inspections, accident reporting, and the Hazard Prevention Program.

21.2.2 Information, training, and supervision

As an employer, you must ensure that employees have the necessary information, training, and supervision to perform their work safely. This includes:

- an appropriate understanding of overall work safety procedures
- knowledge of the safe use of workplace tools and equipment
- awareness of known or foreseeable workplace hazards
- (whenever possible) training sessions should include documentation.

You must also ensure that health and safety committees/representatives understand their duties with respect to:

- maintaining regular meetings (this applies to committees only)
- conducting monthly inspections
- participating in accident investigations and job hazard analyses

In addition, you must ensure that managers and supervisors understand their duties related to the internal complaint resolution process, refusals to work, and accident investigations and reporting.

21.2.3 Employer investigations

Under Part II of the Canada Labour Code, employers are required to protect the health and safety of employees at work, by ensuring that employee complaints, including refusals to work, and accidents and injuries are properly investigated.

21.2.4 Inspections

Regular inspections help ensure that occupational health and safety hazards are addressed before they result in possible injuries. Part II of the Canada Labour Code requires the health and safety committee/representative to carry out monthly inspections in the workplace in whole or in part.

In the event that a hazard is identified, and the committee/representative is not authorized to remove it, recommendations must be forwarded to the employer.

The employer is required to provide a written response to the committee/representative within 30 days on how the issue will be resolved.

21.2.5 Accident investigations and reporting

Accident investigations and reporting play an important role in preventing similar incidents from re-occurring in the future. Employers must report serious injuries to the Labour Program within 24 hours.

Employers must also submit written investigation reports to the Labour Program, for all temporary and permanent disabling injuries, within 14 days of the occurrence. The report must include all the information required on the Hazardous Occurrence Investigations Report – LAB1070.

Employers must submit three annual reports to the Labour Program: Employers Annual Hazardous Occurrence Report, Employer Annual Harassment and Violence Occurrence Report and the Work Place Committee Report.

All TFN employees will follow the Health and Safety Policy as detailed in the Health and Safety Binder

22. OTHER (GENERAL)

22.1 General Availability of Menstrual Products

TFN in accordance with the Canada Labour Code, will be providing at no cost to any employee who needs menstrual products during working hours. These products (sanitary pads and tampons) will be provided in all buildings where there are washroom facilities, storage may be in the washroom or in a dedicated supply cabinet, as applicable to the privacy of the workplace location.

23. APPENDICES INDEX

- APPENDIX A: Employee Acknowledgement of Receipt of Personnel Policy
- APPENDIX B: Employee Code of Conduct & Ethics
- APPENDIX C: Oath of Confidentiality
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- APPENDIX F: Social Media Policy
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- APPENDIX H: Occupational Health and Safety- TBD

**APPENDIX A:
EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT OF
THE PERSONNEL POLICY**

These Personnel Policies have been developed and provided to you in order to ensure that you have the opportunity to become fully aware of the Personnel Policies of TFN.

TFN considers your compliance with these policies to be essential.

.....

My signature below confirms that I have received a copy of and read TFN's Personnel Policies. I understand that if I have any questions about any policy, it is my responsibility to ask my direct report. I further understand that a full copy of these policies is available for my review from my direct report or my Departmental Lead. I agree to abide by the provisions of these policies and I understand that failure to do so may result in my being disciplined, up to and including termination.

I understand that this Personnel Policy is not a contract of employment expressed or implied, between TFN and me and that I should not view it as a contract of employment.

I understand that this Personnel Policy takes precedence over, supersedes and revokes all previous versions of the document or any memo, bulletin, policy or procedure. I also understand and agree that TFN reserves the right to change or alter the policies at any time and accepts the responsibility to inform all employee of any changes in a timely manner. These policies in whole or in part may be amended and or reissued from time to time, at the discretion of TFN.

Employee's Name (Print)

Employee's Signature

Date

A copy of this document will form part of the employee file.

APPENDIX B: EMPLOYEE CODE OF CONDUCT & ETHICS

This code complements but does not replace policies, procedures and codes of ethics established by individual programs and relevant professional associations. Where those codes of conducts supersede TFN's Code, the latter shall apply.

1. Employee will be aware of and comply with the current TFN and Program Policies and Procedures.
2. Employee will perform their duties and responsibilities to the best of their abilities with conscientiousness, loyalty, and honesty and in a manner that will uphold the integrity and dignity of TFN, its programs, employee, Council, and membership.
3. Employee will be prompt, courteous and temperate in the performance of their duties and responsibilities, and will interact positively and professionally with fellow employees, community members and the Council members.
4. Employee will use initiative to find ways of doing work more efficiently, effectively, and economically.
5. Employee will accurately present their qualifications, skills, abilities, expertise and limitations.
6. Employee will strive to improve the delivery of programs and services to persons served, and will recommend changes of policy, priorities, or procedures to achieve this goal.
7. Employee will be punctual each day, unless there is a valid reason for absence or lateness, in which case employee will adhere to policies and procedures as they are applicable.
8. Employee will attend all functions assigned as an official delegate of TFN and formally report back to their supervisor, and/or Council, the proceedings of these functions. Employee will recognize that they represent TFN and their program in the community and will act to preserve the good reputation of TFN.
9. Employee will not publicly criticize other employees or the policies of the Council or TFN's departments. Employee will respect the rights, views and competence of their co-workers and other service providers. If employee feel that changes would be advisable, employee will provide constructive criticism and suggestions through the proper channels and seek to make the workplace as harmonious as possible.
10. All employee will refrain from substance abuse during the workday (i.e., Drugs and Alcohol) and follow policies and procedures as it pertains to intoxication in the workplace.
11. Employee will attempt to communicate openly with other employee, and to settle internal differences in a constructive manner.
12. Employee will declare any fees, gifts, or other tangibles received in reward for duties performed by virtue of their position to their immediate supervisor.

13. Employee will not participate in financial, personal or sexual relationships with persons served in their programs.
14. Employee will not discriminate based on race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, gender identity and expression, genetic characteristics, sexual orientation, age or criminal record.
15. Employees will take personal responsibility for continued professional growth through further education and training.
16. Employee will use TFN resources for the purposes for which they are intended.
17. **Confidentiality:** Employee will not give out official and/or confidential information acquired on the job in accordance with TFN’s Confidentiality policy. Employee will ensure the confidentiality of all records, materials and communications concerning persons served and coworkers where applicable. Confidentiality may not apply where there is a danger of harm to persons served or others. Employee will sign a confirmation of their understanding of confidentiality upon hire and annually as a portion of their performance evaluation.
18. **Conflict of Interest:** If a private interest constitutes a conflict of interest, employee will disclose this to their direct report and will recuse themselves from discussions and/or decisions in accordance with TFN’s Conflict of Interest policy. Employee will maintain an appropriate boundary between their work and their personal lives and will be transparent when issues may arise.

My signature on this page indicates I have read, understand, and agree to the terms and conditions outlined above.

Employee’s Name (Print)

Employee’s Signature

Date

A copy of this document will form part of the employee file at the time of hire or term commencing, and annually thereafter by the start of the new fiscal year.

**APPENDIX C –
OATH OF CONFIDENTIALITY**

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

As an employee of TFN, I agree to abide by the following terms and conditions:

1. Any information involving employees of TFN and/or community members or matters of a sensitive, legal or confidential nature, discussed within the course of my employment and/or at meetings is confidential information. Information includes all types of information received in various media, including but not limited to notes, verbal communication, email, documents or other technological means, and regardless of whether it is specifically marked or indicated as confidential.
2. Sensitive, legal and/or confidential information is the property of TFN and must always, be treated accordingly. This includes, but is not restricted to tender, documents, social assistance records, employee performance appraisals, personnel files, client files, and any legal matters that TFN may be involved in.
3. Will maintain strict confidentiality regarding sensitive, legal and/or confidential information and will not use such information for personal profit or for the profit of a third party.
4. It is essential that sensitive, legal and/or confidential information is not discussed, even on a casual basis with those outside the workplace/organization/department or field. This includes spouses, other relatives, friends and acquaintances within or outside the community. Discussions within TFN should be conducted only on a “need to know” basis and only through proper channels within the context of employment.
5. Business and confidential information as defined above must not be discussed with, nor divulged to, anyone other than those required to know as outlined above and within the parameters of this document.
6. Any breach of confidentiality may result in a request for resignation or disciplinary action as deemed appropriate, up to and including, termination.

My signature on this page indicates I have read, understand, and agree to the terms and conditions outlined above.

Employee's Name (Print)

Employee's Signature

Date

A copy of this document will form part of the employee file.

APPENDIX D: RESPECTFUL WORKPLACE POLICY

This policy affirms that TFN is committed to providing a work environment that is respectful, professional, safe, inclusive and free from inappropriate and abusive workplace behaviour. All employees of TFN will adhere to all of the policies and procedures in place and maintain a high level of integrity and professionalism within the workplace. This policy applies to all employees regardless of classification and supplements the TFN Personnel, Health and Safety policies and other departmental policies that are in place.

DEFINITIONS

Professional Workplace Behaviour

All employees are expected to maintain the highest level of professional behaviour. Professional behaviour is defined as any comment or conduct that supports the values and mission of TFN and that builds strong relationships and maintains a respectful workplace.

Pillars of professional behaviour include but are not limited to:

- Honesty and integrity
- Treating individuals with courtesy, respect and dignity
- Working collaboratively and cooperatively with all other Employee; and
- Ensuring compliance with all TFN policies and procedures as indicated within the TFN Personnel Policy
-

Inappropriate Workplace Behavior

Unwelcome or unwanted conduct or behavior that objectively causes a negative impact or disruption to the workplace, or results in the erosion of employee morale.

Examples of this include, comments or behaviors to or from an individual or group designed to disparage, demean, threaten, intimidate, humiliate, abuse authority, sabotage work or show disrespect to another employee, direct report, subordinate, client/customer, or visitor in the workplace.

Examples of this conduct include, but are not limited to:

- The use of profanity
- Refusal to speak or respond to others
- Inappropriate physical contact
- Sexual, religious, racial or other unlawful conduct; and
- Throwing objects/destruction of TFN property

EXPECTATIONS

TFN employees are expected to:

- Be patient and courteous;
- Be inclusive – all individuals regardless of race, religion, gender identity or

- creed are welcome;
- Be considerate;
- Be respectful – all employees should respect their coworkers, clients, and/or customers, in all aspects of their employment with TFN;
- Choose appropriate language – refraining from language that may be considered harassing in nature, volatile and exclusive. TFN employees should choose to advocate or encourage positive interactions;
- Maintain a clean workspace and/or office;
- Present themselves in a professional manner while acting on behalf of TFN - this includes while participating in community events on and off Bear Island (eg. conferences, workshops, etc.)
- Work together – every employee has something to offer. We are a stronger team when we work together to achieve organizational goals;
- Follow good personal hygiene, dressing professionally and cleanly, and adhering to all policies and procedures related to appearance and dress;
- Assume ownership and accountability for their own actions and behaviours;
- Being aware of, and demonstrating behaviours that are consistent with the TFN Personnel Policy
- Promote the principles and support the practices in achieving a healthy and safe workplace and environment

My signature on this page indicates I have read, understand, and agree to the terms and conditions outlined above.

Employee's Name (Print)

Employee's Signature

Date

A copy of this document will form part of the employee file.

APPENDIX E: IMPAIRMENT POLICY

TFN is committed to providing a safe, healthy, and environmentally responsible workplace and environment for its employees, stakeholders and person served. TFN believes that no task or activity is so important that it cannot be done in a safe manner and in compliance with all applicable safety codes and standards.

The Canada Labour Code (CLC) sets out the rights and duties of workplace parties, describes ways of dealing with workplace hazards and provides for enforcement by the Labour Program where compliance is not achieved voluntarily. Workers performing work when they are unable or unfit to do so safely may introduce a hazard to the workplace, to themselves or to others, and workplace parties are required to address such hazards under the CLC. Hazards may arise from a worker's impairment due to the use of various substances (e.g., alcohol, prescription and non-prescription medication, medical and recreational cannabis and other substances, such as fentanyl and other opioids). Under the CLC, contractors and all employees including supervisors, have a role in protecting workplace health and safety.

On Wednesday October 17th, 2018, the Cannabis Act was enacted. In response to this new legislation, TFN is taking steps to ensure all employees, students, and volunteers understand TFN Policies and Procedures regarding Cannabis and other potential methods impairment in the workplace:

- Federal Occupational Health and Safety standards prohibit employers from allowing an employee to be impaired at work. All employees are expected to ensure that as part of job duties, they not be impaired: "Impairment means that no substances are consumed or the effects of substances that can create impairment have been consumed that may result after the fact to show signs of past or potential current impairment interfere with work."
- CLC regulation states that TFN "will not knowingly permit a person to be in a workplace when that person's ability to work is affected by alcohol, a drug, or other substance, in such a way that would put anyone in danger".
- An employee has an obligation to inform the employer (1) if they are or may be under the influence of an impairing substance; thereby (2) not assigning the worker to the activity.
- If an employee is taking a medicinal prescription for any substance that may create an impairment (i.e.: Opioid, cannabis), there is a requirement to disclose to Human Resources to assess the ability to meet job requirements and/or temporary or permanent accommodation.
 - When accommodation is needed, a medical fitness letter will be requested. The letter is a "Confidential Medical Report" that ascertains the medicinal (dosage/method required/prescribed) and a threshold to determine to ascertain impairment and the ability to perform the duties.
- There is no accommodation that supports substances being consumed legally at work that creates impairment (i.e. from cannabis, alcohol or other

prescribed or illegal drugs).

- The CLC also prohibits a worker from using or operating any equipment, machine, device, or who works in a manner that may endanger themselves or any other worker. This may include operating machinery or equipment while impaired.
- The employer has the right to send any person home if it is perceived they may be under the influence, therefore triggering an investigation and subject to steps within Progressive Discipline.
- The smell of cannabis or alcohol is enough for an employer to ‘suspect’ use, thereby initiating a conversation, potentially sending an employee home for the shift, initiating progressive discipline, and subsequently enacting policies regarding the investigation of fitness for duty.
- Employees of TFN who work in ‘safety sensitive positions’, such as working with vulnerable populations or operating equipment, agree not to consume cannabis, alcohol or other prescribed or illegal drugs within eight (8) hours of the start of their shift.
- Under no circumstances can cannabis or alcohol be brought into the worksite, nor consumed during work hours, subject to the applicable Human Rights legislation. Doing so may initiate progressive discipline leading up to termination.

My signature on this page indicates I have read, understand, and agree to the terms and conditions outlined above.

Employee’s Name (Print)

Employee’s Signature

Date

A copy of this document will form part of the employee file.

APPENDIX F: SOCIAL MEDIA POLICY

This policy is designed to provide all TFN employees and elected officials with guidelines regarding the appropriate use of TFN social media accounts with Facebook, Twitter, LinkedIn, the TFN blog or any blog (this list is not exhaustive). Full details on this policy can be found within the TFN Personnel Policy.

- Employees may not disclose confidential or proprietary information on any of TFN's social media pages nor any other social media page whether it is a members only page or not. The disclosure of confidential or proprietary information without prior authorization may result in immediate termination.
- Employees will be held responsible for what they write or post on any of TFN's social media pages. Inflammatory comments, disparaging remarks, or negative / inappropriate language or posts are not permitted.
- Employees are directed not to engage in discussions regarding legal issues in which TFN is involved, or government issues related to TFN and our place of employment without prior approval from the ED.
- Employees are required to respect copyrights and never post text, images or video created by someone else without proper attribution and/or authorization. If employees have questions about copyright law and/or the usage of certain media, they should contact the applicable authority.
- Social media is not a substitute for client service. Employees are required to refer clients or community members to applicable Departments instead of handling inquiries entirely through social media.
- In the event that a TFN employee discovers any group(s) that users have formed to discuss TFN, its policy, or services, employees are requested to bring them to the attention of the Executive Director.
- Employees are required to relay important issues that may be of concern with activities on social media to the ED as soon as possible.
- Employees should always carefully consider what to post in response to an argumentative or accusatory post. If employees have any questions regarding how to respond to a particular post, employees should discuss the issue with the ED or Human Resources prior to posting.
- Always adopt a positive attitude when responding to comments on TFN pages or applications, or comments about TFN in general.

My signature on this page indicates I have read, understand, and agree to the terms and conditions outlined above.

**APPENDIX F:
SOCIAL MEDIA POLICY
CONTINUED**

Employee's Name (Print)

Employee's Signature

Date

A copy of this document will form part of the employee file.

APPENDIX G: CELL PHONE USE POLICY

TFN has adopted this policy to govern the use of cellular phones in the workplace. This policy is intended to cover cellular telephones, two-way radios, and all other forms of portable communication devices. For the purposes of this policy, all communication devices shall be referred to as "cellular phones". Full details on this policy are included within TFN's Personnel Policy (see Section 3.11).

- Employees are expected to exercise the same discretion in using personal cell phones as they use with company phones.
- Excessive personal calls during the workday, regardless of the phone used, can interfere with employee productivity and be distracting to others.
- TFN is not liable for the loss of personal cellular phones brought into the workplace.
- TFN strictly prohibits the use of cellular phones or similar devices while at any work site at which the operation of such device would be a distraction to the user and/or could create an unsafe work environment or put individuals at risk.
 - Such work sites must be secured, or the device used only by an employee who is out of harm's way in such work environments.
- TFN employees are strictly prohibited from using any cellular phone or similar device as an unauthorized media storage device for the storage or transportation of TFN business information.
- For privacy reasons, TFN employees are prohibited from taking photographs of band facilities or personnel using any camera functions on their cellular phone without first obtaining express written permission from TFN's Executive Director.
- TFN strictly prohibits the use of cell phones, tablets, laptops, or other electronic devices while operating TFN owned and operated vehicles, or while operating a vehicle on TFN business.
- The use of hands-free mobile phones should be kept to a minimum when driving.
- Employees are solely responsible for any fines and or charges laid by the authorities for illegal use of a cell phone or electronic device while operating a vehicle in the course of their employment.
- To make or receive calls:
 - Pull over and stop;
 - Allow a passenger to operate the phone;
 - Use voicemail and respond to the call at a safer time; or
 - Let someone else drive, freeing you up to make or receive calls.
- Employees who choose to violate the policy will face disciplinary measures up to termination or face legal responsibility if in the course and scope of their duties

they are involved in a car accident and there is evidence that they were using their cell phone while driving, and the employer is sued.

My signature on this page indicates I have read, understand, and agree to the terms and conditions outlined above.

Employee's Name (Print)

Employee's Signature

Date

A copy of this document will form part of the employee file.

APPENDIX H:
Health and Safety Policy

Under Construction TBD



SCHEDULE A- HIRING POLICY

Temagami First Nation practices equal opportunity, and fair hiring processes when filling positions, and hires only the most qualified individuals to ensure the success of our organization. Temagami First Nation has adopted this policy to ensure that all employees and potential candidates are considered for employment opportunities in a fair and consistent manner. Preference will be given to Indigenous applicants who possess the qualifications required to fill the vacant positions.

Position Administration

Direct reports must prepare a job description, rationale for the position and present evidence of budgetary support when creating a new position.

Once a job description has been drafted or revised, Human Resources must submit it to the Executive Director to be reviewed for final approval by Chief and Council.

All new positions must be identified and approved by Council, prior to posting.

Any previously approved position that has become vacant can be approved by the Executive Director or designate for reposting.

Job Postings

Prior to posting, the position must have a budget and job description approved by Chief and Council.

Job postings will be advertised in a standard format and must include the following:

- Temagami First Nation's Vision Statement
- Competition Number
- Position Title
- Employment Status
- Job Classification
- Closing Date
- Position Scope and Duties
- Required Skills and Qualifications
- CPIC and Vulnerable Sector check Requirements if Applicable
- Attachments - will vary dependent upon position
- Contact information
- Application instructions

Job postings will be based on the job description and tailored to the specific requirements of the position.

Postings:

Employment opportunities will be posted for a minimum of two weeks, upon closing the applications will be sent to the direct report for review and to begin the interview process.

Job postings must be based on necessity and budget requirements.

Human Resources is responsible for the advertisement of all positions within the Organization. Preference will be given to Indigenous applicants who possess the qualifications required to fill the vacant position.

Application Process

Temagami First Nation requires that all applicants submit a cover letter, resume and three (3) employment references for the consideration of employment.

Temagami First Nation will review all properly completed applications and interview the most qualified candidates.

Hiring Committee

The hiring committee shall be comprised of no less than three (3) representatives.

Human Resources will be responsible for selecting and appointing members of the Hiring Committee, as appropriate.

All Hiring Committee members must declare any real or perceived conflicts of interest, prior to participating in the hiring process.

Designates will only be used when there is a conflict of interest or when unforeseen circumstances arise.

Screening

To qualify for an interview the applicants must minimally meet the mandatory job requirements on the screening tool. The Hiring Committee will select the top candidates to be interviewed.

The number of candidates selected to be interviewed shall be at the discretion of the Hiring Committee.

Within seven (7) working days upon completion of the screening process, selected candidates will be notified by Human Resources by telephone and/or email informing them of the interview date, time, and location.

Interviews

Interviews shall be conducted by the Hiring Committee.

Interview questions must be compiled and reviewed by Human Resources to ensure their efficacy.

Selection

Overall scoring and candidate responses are to be discussed within the context of the Hiring Committee following each member's independent scoring.

In order to be selected for recommendation, the candidates must have a minimum passing grade of 70 percent during the interview process. There is room for discretion for the Hiring Committee to offer the position to a candidate with a lower score, if they deem the candidate could be trained and successful.

Human Resources will bring forth the recommendation for approval to the Executive Director. The recommendation from the Hiring Committee will identify two (2) successful candidates when possible. In the event that there are two (2) candidates, and the first candidate declines, the position will be offered to the second candidate where appropriate.

All permanent full-time and part-time positions must be pre-approved by the Executive Director and have three (3) verified employment references, prior to formalizing an offer of employment.

The offer of employment must be sent to the successful candidate within five (5) working days after the approval of the Executive Director.

The successful candidate has five (5) working days in which to reply, unless otherwise specified due to unforeseen circumstances. In the situation that no reply is received within the specified period then the first successful candidate is deemed have rejected the position and the process moves to the second candidate upon the initial recommendation submitted by the Hiring Committee.

Once the offer is accepted, Human Resources will notify all other candidates not selected for employment regarding the closure of the position.

Internal Transfers

Employees are encouraged to apply for job openings and will have their applications considered on the basis of their qualifications and potential for success at the position.

Internal applicants who are not selected for the position must be notified by Human Resources.

In the event that an employee is selected for employment pertaining to a job posting, following their transfer to the new position they will begin a new probationary period.

Potential Hiring Conflicts

Family Members

Temagami First Nation shall accept applications from, and consider a member of an employee's immediate family for employment if the candidate has all the requisite qualifications.

An immediate family member shall not be considered for employment if by doing so, it might create a direct or indirect managerial/subordinate relationship with the family member, or if his/her employment could create a conflict of interest either real or imagined.

For the purposes of this policy, immediate family members shall be defined as: Wife, Husband, Mother, Father, Brother, Sister, Son, Daughter, Cousin, or any In-Laws.

Employee Relationships

Employees engaging in romantic relationships and employees that become married or live in the same household may continue their employment with Temagami First Nation provided that there is neither a direct or indirect managerial/subordinate relationship between the employees, or a conflict of interest, real or imagined, created as a result of the relationship.

If either a managerial/subordinate, or conflict of interest issue arises, Temagami First Nation will

work with the employees to accommodate them in a reasonable fashion. Possible resolution may require one of the employees to transfer to another position within the organization.

Former Employees

A former employee who left Temagami First Nation on amicable terms may be eligible for re-employment.

Former employees who left Temagami First Nation without proper notice, or whose employment was terminated for disciplinary reasons, may not be eligible for re-employment.

