

PP.HR.2105



# Tsuut'ina Nation

## Human Resources Policies and Procedures

### **Vision Statement**

The Tsuut'ina Nation Human Resources Department Will strive to continue to retain and enhance Employees and Tsuut'ina Nation Citizens for the growth and development of the Tsuut'ina Nation. Through continued support in all areas of strategic planning, training, recruitment and Cultural Awareness.

### **Mission Statement**

The Tsuut'ina Nation Human Resources Department collaborates with management, staff, and Tsuut'ina Nation Citizens to support and develop a strong foundation of Employee development and retention. While preserving Tsuut'ina Nation history, culture and traditions.



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## 1 Welcome to Staff - Danit'ada

- 1.1. Welcome to the Tsuut'ina Nation. We wish you the utmost success in your career with us and that it Will be both rewarding and satisfying. Our objective is to provide a work environment that is conducive to both the personal and professional growth of our Employees.
- 1.2. The Tsuut'ina Nation Human Resources Policies and Procedures Policy ("Policy") is designed to answer any questions you May have about your employment at Tsuut'ina Nation and provide you with information about working conditions, Employee Benefits and the policies affecting your employment.
- 1.3. This Policy applies to all classifications of Tsuut'ina Nation Personnel. Departments and Organizations within the Tsuut'ina Nation Administration May have additional policies that Employees are Required to follow, but this Policy represents a minimum default standard. In the event of a conflict, the Tsuut'ina Nation's Policy Shall supersede.
- 1.4. No Employee Policy can anticipate every circumstance or question about Policy. The Human Resources Department Will be responsible for Reviewing and updating this Policy in accordance with the *Tsuut'ina Nation Legislative Process Act*. This Review Will be conducted annually to determine if the Policy is meeting the needs of the Tsuut'ina Nation. The contents of this Policy do not constitute a contract of employment, either explicit or implied.

### **Employee Acknowledgement**

- 1.5. All Tsuut'ina Nation Employees Must Review the Policy and complete the Employee Acknowledgement Form annually. The Tsuut'ina Nation Will notify Employees, in writing, of any additions, deletions and amendments to this Policy.

## 2 Interpretations and Definitions

- 2.1. **"Accountability"** means being liable for activity or decisions. This includes "yes" or "no" Authority and veto power, accepting the liability for delegating Responsibility of policy, process, and overall direction of the Tsuut'ina Nation.
- 2.2. **"Administrative Fairness"** means tribunals Must be free from an appearance of bias, or a person free of factors that could interfere with his or her ability to make impartial judgements.
- 2.3. **"Affiliate Company"** means companies, suppliers, owned or in contract with any Tsuut'ina Nation Company or department.
- 2.4. **"Appointed"** means an individual Appointed by the Tsuut'ina Nation Chief and Council to participate as a voting member of a Board or Committee.
- 2.5. **"Approve or Approval"** means to consent, agree to, or endorse.
- 2.6. **"Assistant Chief Executive Officer"** means the individual assigned by the Tsuut'ina Nation Council to serve as the Assistant Chief Executive Officer for the Tsuut'ina Nation. The Assistant Chief Executive Officer is responsible for the day-to-day oversight of their assigned portfolio and assists the Chief Executive Officer.
- 2.7. **"Authority"** means the power or right to determine, control, command or approve.
- 2.8. **"Benefit"** means the indirect, non-cash compensation provided to an Employee.
- 2.9. **"Budget"** means the forecast of planned revenues and expenditures for the Tsuut'ina Nation, a Program, Department, or a Company, for a specific period of time.
- 2.10. **"Chief Executive Officer"** means the individual Assigned by the Tsuut'ina Nation Chief and Council that is responsible for the day-to-day oversight of the Tsuut'ina Nation's operations.
- 2.11. **"Child"** means a person who is under eighteen (18) years of age.
- 2.12. **"Citizen" or "Citizenship"** means a member of the Tsuut'ina Nation, as described by the Tsuut'ina Nation Citizenship Code.
- 2.13. **"Committee" or "Board"** means a Committee of Tsuut'ina Nation Chief and Council or Tsuut'ina Nation Citizens that are accountable for the activities of the Tsuut'ina Nation Programs or Companies. Further information on specific accountabilities and authorities for each Committee or Board can be found in applicable Committee or Board Terms of Reference.
- 2.14. **"Common-law partnership"** means a person, who is involved with another person in an unmarried relationship where they share one another's lives, are emotionally committed to one another, and function as a domestic and economic unit. To be considered partners in a Common-law union, partners must fall under one of three categories: they must be living in an interdependent relationship for at least three years, there is a Child of the partnership (through birth or adoption), or they have entered into an adult partnership agreement.
- 2.15. **"Company"** means Tsuut'ina Nation organization or corporation that exists for the purposes of generating a profit for the Tsuut'ina Nation.



- 2.16. **“Controller”** means the delegates of the Chief Financial Officer who work with the Program, Company, respective Supervisors and Senior Managers to assist with matters including procurement, Budget, and financial reporting activities.
- 2.17. **“Corrective Measures”** means an action taken that is necessary to prevent hazards or future ongoing issues.
- 2.18. **“Crime”** means an offense under the *Criminal Code of Canada* (R.S.C., 1985, c C-46), or any other applicable Federal or Provincial legislation.
- 2.19. **“Disability”** means any previous or existing mental or physical Disability, and includes disfigurement and previous or existing dependence on alcohol or a drug.
- 2.20. **“Dividend Payment”** means distributions of a Tsuut’ina Nation Citizens’ share of Tsuut’ina Nation Corporation profits or Tsuut’ina Nation funds.
- 2.21. **“Employee”** means a person who works for the Tsuut’ina Nation in one of its Programs, Departments or Companies for financial or other compensation.
- 2.22. **“Employer”** means the Tsuut’ina Nation. The term Employer and Tsuut’ina Nation are used interchangeably throughout this document and are meant to identify the organization providing employment to individuals.
- 2.23. **“Ensure”** means to make certain.
- 2.24. **“Exceptional Circumstance”** means events or challenges in which you did not expect and which stop you being able to perform to the best of your abilities in your employment.
- 2.25. **“Chief Financial Officer”** means the individual assigned by the Tsuut’ina Nation Chief and Council is responsible for the day-to-day management of the Tsuut’ina Nation’s financial administration systems and processes.
- 2.26. **“Finance Act or Act”** means the Tsuut’ina Nation Finance and Administration Act.
- 2.27. **“Fiscal Year”** means the one-year period ending on March 31st of each year.
- 2.28. **“For-Profit Venture”** means a proposed opportunity to either create a Company or invest in a business arrangement for the purposes of generating funds for the Tsuut’ina Nation.
- 2.29. **“Guardian”** means the person(s) responsible for the care, control, and maintenance of a Minor.
- 2.30. **“Human Resources Director”** means the individual Assigned by the Tsuut’ina Nation Chief and Council to act as the Human Resources Director responsible for the day-to-day management of the Human Resources Department.
- 2.31. **“Immediate Relative”** means, for the purposes of this Policy, an Immediate Relative includes:
- (a) A spouse or Common-law Partner;
  - (b) A Parent;
  - (c) A step-Parent;
  - (d) A Child;
  - (e) A sibling;



- (f) A step-sibling, or half-sibling;
  - (g) A mother-in-law, father-in-law, brother-in-law, or sister-in-law;
  - (h) A grandparent; and
  - (i) Sensitive relationships that are not set out above are subject to Review by a Senior Manager in consultation with the respective Supervisor and the Human Resources Director on a case-by-case basis.
- 2.32. **"Indigenous Descent"** means to include an individual as defined under Section 35 of the *Constitution Act of Canada, 1982*.
- 2.33. **"Implement"** means to fulfill, perform, or carry out.
- 2.34. **"Insubordination"** means a defiance of Authority or disobeying orders.
- 2.35. **"Mandatory Deduction"** means a portion of the of the Employees gross pay that is Required to be withheld by the employer in order to comply with Provincial, Federal, and Tsuut'ina Nation regulations.
- 2.36. **"May"** means to take-action at one's discretion and not a requirement.
- 2.37. **"May Only"** means to take-action at one's discretion after a specified action has taken place by another individual or group of individuals.
- 2.38. **"Minor"** means a person under eighteen (18) years of age.
- 2.39. **"Must, Will, Shall, Required"** means to be obliged or bound by an imperative requirement with no discretion to avoid.
- 2.40. **"Notice"** means a notification that is delivered in a written format or through a formal announcement.
- 2.41. **"Observer"** means a person hired to observe an interview to Ensure compliance with the interview process.
- 2.42. **"Office Closures"** means the temporary closure of a place, such as the Chief Joseph Dick Big Plume Administration Building or other Tsuut'ina Nation Businesses or Entities.
- 2.43. **"Optional Deductions"** means amounts reducing an Employees gross pay that are made at the request of the Employee.
- 2.44. **"Parent"** means:
- (a) The spouse or Common-law Partner of a Parent of a Child;
  - (b) A person with whom a Child has been placed for the purposes of adoption;
  - (c) The guardian or a foster Parent of a Child; or
  - (d) A person who has the care, custody or control of a Child whether or not they are related by blood or adoption.
- 2.45. **"Payment"** means any form of money used as Payment including, but not limited to, cheques and electronic fund transfers (EFT).

- 2.46. **"Payroll Deductions"** means all income deductions that are permitted or Required under applicable legislation, or where the Employee has authorized the deductions in writing.
- 2.47. **"Per Capita Distribution" or "PCD"** means to refer to the distribution of equal share of any non-Dividend Payment to every person who is a Citizen of the Tsuut'ina Nation. Any Tsuut'ina Nation Citizen entitled to Payments Shall commence as of the date of a Tsuut'ina Nation Citizen's admission to Citizenship and Shall terminate on that person ceasing to be a Citizen or during suspension.
- 2.48. **"Program"** means a Tsuut'ina Nation organization or department that is not established with the intention of generating a profit but provides services to Tsuut'ina Nation Citizens.
- 2.49. **"Promotion"** means to advance an Employee into a higher position and/or Employee classification based on performance, skills and qualifications. The Supervisor of the Employee for Promotion Must submit a written evaluation.
- 2.50. **"Treatment Leave"** means a paid leave for gambling or substance abuse dependency at an accredited rehabilitation facility recognized by Alberta Health Services or Health Canada.
- 2.51. **"Supervisor"** means an individual who oversees and supervises the day-to-day work and activities of Employees under their respective Program, Department or Company. – 2.50 (error in amendment report)
- 2.52. **"Responsibility"** means being the individual or group of individuals who do the work or direct the completion of work or activity.
- 2.53. **"Review"** means to inspect, examine, and discuss.
- 2.54. **"Rule"** means a principle or regulation governing conduct, action or procedure that Must be followed.
- 2.55. **"Senior Management"** means Chief Executive Officer, Assistant Chief Executive Officer, General Legal Counsel, Human Resources Director, and the Chief Financial Officer.
- 2.56. **"Senior Manager"** means a member of Senior Management.
- 2.57. **"Service Fee"** means a per single transaction charge that Will be deducted from the Tsuut'ina Nation Employees pay that Will be specified by the Payroll Department.
- 2.58. **"Sexual Harassment"** means any unwelcome sexual behavior that adversely affects, or threatens to affect, directly or indirectly, a person's job security, working conditions or prospects for promotion or earnings.
- 2.59. **"Termination Notice"** means the written notice provided to an Employee providing notice of the termination of the employment of the Employee.
- 2.60. **"Termination Notice Period"** means the period of time commencing from the date the Termination Notice is given by the Employer and ending on the date the employment ends.
- 2.61. **"Termination Pay"** means the pay given to an Employee instead of having the Employee work during the Termination Notice Period.



- 2.62. **"Terms of Reference"** means the document approved by Tsuut'ina Nation Chief and Council that describes the purpose, authorities, responsibilities, composition, meeting requirements and other information pertaining to a Board or Committee.
- 2.63. **"Transparency"** means the extent to which Tsuut'ina Nation Citizens have ready access to any Required financial information about the Tsuut'ina Nations' companies, Programs, and departments such as audited financial statements.
- 2.64. **"Traditional And Alternative Healing"** means health practices, knowledge and beliefs incorporating Indigenous healing and wellness while using ceremonies; plant, animal or mineral-based medicines; or physical/hands on techniques.
- 2.65. **"Tsuut'ina Nation Chief and Council"** means the elected governing body for the Tsuut'ina Nation.
- 2.66. **"Tsuut'ina Nation"** means the sovereign Tsuut'ina Nation previously referred to as the "Sarcee" Nation.
- 2.67. **"Tsuut'ina Nation Citizen"** means a Citizen of the Tsuut'ina Nation who is, or who becomes a Tsuut'ina Nation Citizen under the *Tsuut'ina Nation Citizenship Code First Amendment*.
- 2.68. **"Tsuut'ina Nation Citizenship List"** means the List of Tsuut'ina Nation Citizens kept according to the *Tsuut'ina Citizenship Code First Amendment*.
- 2.69. **"Tsuut'ina Nation Funds"** means all monies of the Tsuut'ina Nation.
- 2.70. **"Wage" or "Rate of Pay"** means the base financial compensation offered to Employees in exchange for their labour, as specified in their current Employment Contract or original Offer Letter.



### 3 Introduction

#### Scope and Application

- 3.1. This Policy applies to the Tsuut'ina Nation, its Departments, Programs, Companies, Senior Managers, respective Supervisors, and Employees.
- 3.2. This Policy Shall also apply to:
  - (a) Tsuut'ina Nation Child and Family Services (Isgak'a K'anano-na Nanitin-na) Society; and the
  - (b) Tsuut'ina Nation Education Department.
- 3.3. While the departments or Programs listed in Section 3.2, have the Authority to create and Approve their own policies and procedures Policy:
  - (a) They Must follow this document as a minimum standard, or any other applicable legislative standards set in place; and
  - (b) They do not have the Authority to create, Approve or Implement a policy that contravenes or overrides this Policy or related supporting policies.
  - (c) The *Tsuut'ina Nation Human Resources Policies and Procedures* Will apply to individual department/Company policies if the individual policies are silent on issues.
- 3.4. This Policy does not apply to independent contractors, Grey Eagle Casino and Dit'onik'odza Limited Partnership or related entities.
- 3.5. Independent contractors of the Tsuut'ina Nation Must adhere to the *Tsuut'ina Nation Accountability Code*, *Tsuut'ina Nation Procurement Policy*, and the *Tsuut'ina Nation Finance and Administration Act*.

#### Organizational Structure

- 3.6. Please refer to Appendix A for the Organization Chart of the Tsuut'ina Nation. A copy of the individual Department or Company chart is available through the respective Supervisor.

#### Employee Status and Classification

##### Employees are classified as follows:

- 3.7. Full-time Employees:
  - (a) Have defined days and hours to work set by their operating unit and are expected to maintain at least the standard full-time hours of their operating unit;
  - (b) Full-time positions are hired through an open competition;
  - (c) Full-time employment May either be indefinite or on a fixed term contract; and
  - (d) Are eligible for full Benefits and pension.

3.8. Part-time Employees:

- (a) Are Employees who are hired on an ongoing basis and have defined days and hours of work, but a minimum of twenty-one (21) hours per week and a maximum of twenty-eight (28) hours per week for their operating unit;
- (b) Are hired through an open competition;
- (c) Part-time employment May either be indefinite or on a fixed term contract; and
- (d) Are eligible for Benefits and pension if the Employee meets the providers criteria.

3.9. On-call Employees:

- (a) Are not permanent full-time or part-time Employees of the Tsuut'ina Nation;
- (b) Due to the nature of their employment On-Call Employees:
  - i. Shall work on an as needed basis;
  - ii. May be called in to work on short Notice; and
  - iii. Will have an uncertain work schedule.
- (c) Any contract for On-Call Employees Shall not go past March 31<sup>st</sup> of the existing Fiscal Year;
- (d) Due to the urgency of operational need, individuals hired as On-Call Employees Will not be Required to go through an open competition hiring process; and
- (e) Are not eligible for Employee Leaves, Benefits and Pension.

3.10. Short-term Employees:

- (a) Can work up to a maximum of the full-time hours of the operating unit;
- (b) Can only work overtime hours if pre-approved in writing by the respective Supervisor;
- (c) Can only be hired on a maximum ninety (90) day term contract, which can be renewed once for up to an additional ninety (90) days in Exceptional Circumstances. The renewal of a ninety (90) day term contract must be approved by the respective Supervisor in consultation with the Human Resources representative; and
- (d) Are not eligible for Employee Benefits and pension.

## 4 Employment Procedures

### Recruitment, Selection, and Hiring

#### General Hiring Guidelines

- 4.1. No person under the age of fourteen (14) May be employed by the Tsuut'ina Nation.
- 4.2. No active Tsuut'ina Nation Chief and Council Member Will be eligible for employment with the Tsuut'ina Nation.
- 4.3. An Employee completing their probationary period cannot apply for another position during the probationary period, unless a written request is Reviewed and approved by their Relevant Senior Manager and Human Resources representative.
- 4.4. The Tsuut'ina Nation, where possible, Shall seek to avoid supervisory or reporting employment relationships between Immediate Relatives.

#### Identifying Employment Need

- 4.5. A respective Supervisor Will:
  - (a) Identify the need for a new position or to fill a vacant position;
  - (b) Confirm with the divisional Controller that there is sufficient Budget to pay for wages and Benefits, and ensure the position is within their respective mandate;
  - (c) Meet with their Human Resources Representative and follow the Human Resources recruitment process.

#### Recruitment Process

- 4.6. To initiate the recruitment process:
  - (a) The Human Resources recruiter posts job according to recruitment form and advises when the job posting closes;
  - (b) The Human Resources recruiter and respective Supervisor Review will review the submitted resume's and interview questions; and
  - (c) The respective Supervisor short lists the incoming resumes for qualified applicants that Will be interviewed to verify their skills, abilities, and qualifications.
- 4.7. Regular Full-time positions Must be filled through an open competition process, except when the Respective Supervisor or Senior Manager, and Human Resources Director or the Human Resources representative:
  - (a) Approve the Promotion or transfer of an existing full-time Tsuut'ina Nation Employee who satisfies the hiring criteria; or
  - (b) Offer the position to the person chosen second by the interview panel to fill a position, if:
    - i. The Employee selected has resigned; or
    - ii. Did not successfully fulfill position requirements during a probationary period.



4.8. An open competition process Shall include:

- (a) Posting the job publicly for a minimum of ten (10) business days; and
- (b) Review of each application received by individuals with no conflicts of interest.

### **Selection**

4.9. Priority in filling positions Will be given to:

- (a) Qualified Tsuut'ina Nation Citizens;
- (b) Qualified Non-Tsuut'ina Nation Citizens who financially support a Tsuut'ina Nation Family;
- (c) Other qualified individuals of Indigenous descent; or
- (d) Qualified Non-Indigenous candidates.

### **Interview Panel**

4.10. An interview panel Must be convened for all positions requiring an open competition. The only exception is the hiring of the Tsuut'ina Nation Chief's Administration Assistant.

4.11. A minimum of three (3) qualified candidates for a posted position is Required prior to an interview panel being convened. If the threshold is not met on the day the job competition closes, the position Will be reposted for a minimum of five (5) business days up to a maximum of ten (10) business days. At the discretion of the Human Resources Director and the respective Supervisor, they May utilize other methods of recruitment or move forward to interview applicants after the reposting has passed.

4.12. When possible, an interview panel Shall consist of the following:

- (a) A minimum of two (2) qualified panelists, and one (1) Observer; and
- (b) One external qualified person, who is not employed by the Tsuut'ina Nation, with expertise in the field and/or knows the requirements of the position.

4.13. No person with a Conflict of Interest May be an interview panel member.

### **Candidate Reference Diligence**

4.14. Prior to a successful candidate being hired for a position, the hiring respective Supervisor and Human Resources representative Will complete the onboarding documentation, as Required for the respective position:

- (a) Contact Candidate references;
- (b) Confirm through a Criminal Record Check conducted by the Tsuut'ina Nation Tosguna Services at the request of the Human Resources Department, to confirm that the applicant has a clear security clearance;
- (c) Verify the applicant has a valid Driver's License, if Required for the position; and
- (d) Complete a Child and Youth Information Module record check with Tsuut'ina Nation Child and Family Services (Isgak'a K'anano-na Nanitin-na) Society for any position working directly with or in close proximity to Children or Children Programs (ages 16 or under).

- 4.15. Human Resources Shall hold all documentation from an unsuccessful candidate for a reasonable length of time, after which time it May be destroyed in a confidential manner.

### **Hiring Approvals**

- 4.16. Any positions hired by open competition are subject to the final decision by the respective Supervisor that Will directly oversee that Employee.
- 4.17. Final hiring Approval by the Tsuut'ina Nation Chief and Council Will be Required for:
- (a) Senior Management;
  - (b) Respective Supervisor(s); and
  - (c) Executive Assistant(s) to the Tsuut'ina Nation Chief and Council.
- 4.18. All hiring for positions within the Department of Education, Tsuut'ina Nation Tosguna Services, Tsuut'ina Nation Child and Family Services (Isgak'a K'anano-na Nanitin-na) Society, and Companies Shall require Approval of their respective governing Board, equivalent body, or through an approved applicable document.

### **Interview Appeal**

- 4.19. An unsuccessful candidate with a complaint related to the hiring process May submit a written appeal to the Human Resources Director. The interview candidate has five (5) business days after receiving the rejection letter, to submit an appeal concerning the interview process.
- 4.20. The composition of the appeal committee shall follow the composition of the Grievance Hearing Committee as outlined in the *Tsuut'ina Nation Accountability Code* Section 9 (b).
- 4.21. The appeals Committee Must receive all filed forms, resumes, and any other correspondence in relation to the Interview being appealed.
- 4.22. The Appeals Committee renders the decision of the appeal and forwards the decision in writing within five (5) business days.
- 4.23. The Human Resources Director communicates the decision in writing within ten (10) business days of the appeal being received to the unsuccessful Candidate.

### **Payroll Process**

- 4.24. The Finance department Must follow the following process upon hiring a new Employee, transfer or Promotion:
- (a) The Finance department receives contract package, verifies signatures and Ensures that the appropriate documentation is in place; and
  - (b) Information is verified and entered, such as: Benefits, pension and deductions data into the current accounting software.

### **Employee Transfer**

- 4.25. A transfer occurs when a Full-time or Part-time Employee(s) are in the same or similar position in another department.



- 4.26. All Full-time or Part-time Employees May be eligible for transfer if:
- (a) They have satisfactorily completed their probation period;
  - (b) Have no disciplinary action on their Employee file;
  - (c) Have not been on a performance related action plan as a result of unsatisfactory performance during the past annual Review period in their present position;
  - (d) Their current position is eliminated due to restructuring or Budget restriction; or
  - (e) The Employee and the respective Supervisor Must mutually agree to the transfer.
- 4.27. Employee transfers are subject to Section 4.25 and 4.26.
- 4.28. The Employees base salary is not to exceed the applicable salary grid of the receiving Department.

### **Process for Transfer**

- 4.29. The respective Supervisor(s), and Human Resources Director or Representative Must verify that:
- (a) Performance evaluation form are filed by existing Supervisor, before recommending an Employee for transferring;
  - (b) Supporting Budget verified by the Respective Supervisor and Tsuut'ina Nation Finance Controller;
  - (c) An approved job description; and
  - (d) Contract development process is complete.
- 4.30. Once Approval has been granted, the Senior Management or respective Supervisor of the respective department Will determine a mutually acceptable transfer date. The Employee does not decide the starting date.
- 4.31. Current Employees who transfer or receive a new position within the organization do not lose their accumulated Benefits.
- 4.32. An Employee transferring to a new department or position Shall be subject to a Required performance based probationary period of no less than three (3) months as per Section 4.35.

### **Promotions**

- 4.33. An Employee is eligible for a Promotion when:
- (a) The Employee meets the minimum position requirements;
  - (b) The Employee provides a documented training and a succession plan; and
  - (c) A Performance Evaluation is completed by the current Senior Manager.
- 4.34. Promotions Will only be granted pending an Employee file Review by the respective Supervisor and the Human Resources Representative.

**Performance Evaluation and Probationary Period**

- 4.35. Upon accepting an offer of employment, all new, transferred, or promoted Employees are subject to a minimum probationary period of three (3) months, to be served upon commencement of employment.
- 4.36. The probation period is established to Ensure that the Employee selected for the new position is qualified and can meet the minimum performance standards for that position.
- 4.37. Probationary periods Will be used to monitor and evaluate performance, suitability, and a Willingness to carry out the duties of employment.
- 4.38. The Senior Manager or respective Supervisor Must prepare a performance evaluation upon the completion of the probationary period to Ensure that the Employee has the skillset to successfully complete their duties.
- 4.39. If a probationary period does not allow sufficient time to evaluate an Employees performance, the period May be extended with written Notice to the Employee prior to the expiration of the initial probationary period.
- 4.40. If an Employee cannot meet the minimum performance standards in accordance with a contract or job description, then the Supervisor May or May not extend the probationary period and develop a Performance Improvement Plan.
- 4.41. An Employee who is considered unfit for their position May be terminated without Notice during their probationary period.
- 4.42. New Employees Will not be eligible to receive specific Benefits during their probationary period. Once the probationary period is passed, that time Will be counted in the accumulation of Benefits.
- 4.43. If an Employee is unsuccessful in completing their probationary period and is terminated or voluntarily resigns from the position, a second candidate from the previous interview process May be offered the position, subject to completing all relevant Approval requirements.

**Annual Performance Evaluations**

- 4.44. All Full-time and Part-time Employees are subject to an annual performance evaluation by their respective Supervisor using the approved template. Performance evaluations Must be completed annually and no later than September 30<sup>th</sup>.

**Job Descriptions and Lines of Authority**

- 4.45. The Tsuut'ina Nation Shall establish and maintain accurate job descriptions for all positions. A job description Must indicate the reporting relationship, describe the duties of that position and identify the key competencies, skills, and other specific requirements of the job. Job descriptions May not necessarily cover every duty and Responsibility that May be assigned.
- 4.46. Job descriptions Must include a Section for knowledge of Tsuut'ina Nation culture, identity, traditions, language, ceremonies, traditional protocols and institutions as integral to fulfilling one's position with Tsuut'ina Nation. All Employees Shall endeavor to familiarize themselves with such information as necessary.



- 4.47. It is the Responsibility of the Employee to follow the established lines of Authority with all communications, Approvals, reporting and directives unless otherwise stated in this Policy.
- 4.48. Failure to follow established lines of Authority May result in disciplinary action, as per Section 17, Progressive Discipline.
- 4.49. Job descriptions Must be referenced and included in all letters of offer or contracts, and Must be signed by the Employee indicating it has been read and understood.
- 4.50. Existing job descriptions Will be Reviewed and updated during annual evaluations by each respective Supervisor, in consultation with the Human Resources Director, to Ensure that they accurately reflect the position's current duties and responsibilities.
  - (a) Any changes to an approved job description Must be mutually agreed upon. The existing Employee Shall receive a copy of the updated job description.

### **Employee Secondment**

- 4.51. An Employee May be temporarily Assigned to another department or area with the consent of the Employee, their Senior Manager, and a respective Supervisor in consultation with the Human Resources Director.
- 4.52. The Employee is Required to perform the duties of a position in a different area from which they are already working in, but is not a more senior position from the position they regularly hold, due to absenteeism, vacation, or temporary vacancy.
- 4.53. The term of a temporary Assignment Must not exceed six (6) months. The Human Resources Director Must request that the respective Supervisor or Senior Manager begin recruitment, Promotion, or transfer hiring after position after a four (4) month period.

### **Termination of Employment**

#### **Employee Terminating Employment**

- 4.54. An Employee of two (2) years or more Must give at least two (2) weeks written Notice when resigning from a position, providing any reasons and the expected final day of employment.
- 4.55. An Employee of more than three (3) months but less than two (2) years Must give one (1) week written Notice when resigning from a position, providing any reasons and the expected final day of employment.
- 4.56. An Employee terminating their employment Will be entitled to:
  - (a) Any remaining banked overtime at the end of the Notice period and Will be paid to the Employee at a rate of one and a half (1.5) times their Rate of Pay;
  - (b) Any wages owed to the Employee, minus applicable statutory deductions and any outstanding advances, loans or balances as per reimbursement agreement; and
  - (c) Unpaid vacation days owed to the Employee.
- 4.57. Severance pay Will not be owed to an Employee who terminates their employment.

### Employer Terminating Employment

- 4.58. The Tsuut'ina Nation Shall provide a Termination Notice to an Employee prior to termination of employment.
- 4.59. Other than for reasons set out in Section 4.61, or for just cause as set out in Sections 4.70 to 4.74, an employee shall not be terminated unless progressive discipline has been followed as set out in Section 17 of this Policy.
- 4.60. An employee may be terminated without progressive discipline for the following reasons:
- (a) Shortage of work;
  - (b) Inappropriate conduct; and
  - (c) Budget restrictions.
- 4.61. A temporary Employee Will be considered an Employee until the end of the specified term of their employment, unless a termination Notice has been provided to the Employee in writing.
- 4.62. The Notice period for termination Shall follow the guidelines below, subject to the terms of an Employees contract:

Length of Service	Notice Required
(a) More than 3 months, but less than 2 years	1 Week
(b) More than 2 years, but less than 4 years	2 Weeks
(c) More than 4 years, but less than 6 years	4 Weeks
(d) More than 6 years, but less than 8 years	5 Weeks
(e) More than 8 years, but less than 10 years	6 Weeks
(f) More than 10 years	8 weeks

- 4.63. If the Employer does not wish to have an Employee work during their Notice period, the Employer Shall provide the Employee with Termination Pay in that is equal to the wages the Employee would have earned during the Notice period.
- 4.64. The Employer May provide a combination of termination Notice and Termination Pay in lieu that is equal to the total Notice period Required.
- 4.65. When an Employer terminates an Employee, the Employee is entitled to:
- (a) Any remaining overtime at the end of the Notice period payable to the Employee at a rate of one and a half (1.5) times their regular Rate of Pay;
  - (b) Any wages owed to the Employee less legislated statutory deductions and any outstanding advances, loans or balances as per reimbursement agreements; and
  - (c) Unpaid vacation days owed to the Employee.



- 4.66. Additional compensation May be offered to an Employee terminated without cause at the discretion of the Tsuut'ina Nation.

### **Termination by Employer for Just Cause**

- 4.67. Prior to a Supervisor terminating an Employee for just cause, the Supervisor must have written Approval from a Senior Manager to terminate the Employee for just cause.
- 4.68. Termination for just because May arise from conduct of a severity that justifies the Employer ending the employment relationship without any warning or opportunity for improvement.
- 4.69. Just cause shall include, but not be limited to:
- (a) Fraud or misrepresentation by the Employee;
  - (b) Theft by the Employee;
  - (c) Actions by the Employee that endanger others;
  - (d) Conviction of an indictable offense;
  - (e) Such other circumstance described in an Employment Agreement; and
  - (f) Any other behaviour or conduct deemed at law to be just cause.
- 4.70. Termination for just cause May arise from conduct of a severity that justifies the Employer ending the employment relationship without a Termination Notice.
- 4.71. The termination of an Employee for just cause shall be made in writing, setting out the basis for the termination for just cause, and a copy of the letter shall be placed in the file of the Employee.
- 4.72. Termination for just cause May be preceded by progressive discipline at the discretion of the respective Supervisor in consultation with the Human Resources Director, based on the severity of the Employees conduct.
- 4.73. The Supervisor Shall document in writing any conduct that May merit termination for just cause for Review with a Senior Manager and the Human Resources Director.
- 4.74. The decision to terminate for just cause is final.
- 4.75. When an Employee has been absent for five (5) consecutive days without written Approval from their respective Supervisor, the respective Supervisor Must follow the process outlined in 'Job Abandonment' Sections 6.12 to 6.15 of this Policy.

### **Employee Termination Checklist**

- 4.76. Upon the resignation or termination of an Employee:
- (a) The respective Supervisor Will forward the resignation or termination form and Employee Change form to Human Resources Representative;
  - (b) The respective Supervisor Will send the final time card(s) to the Payroll Department to process final pay and Record of Employment;
  - (c) The respective Supervisor Will complete the termination Check List;

- (d) The Payroll Department Will send out Record of Employment to the Employee; and
- (e) Exit Interview Will be conducted by the Human Resources Representative if agreed to by the Employee.

### **Employing Adolescents and Young Persons**

- 4.77. For the purposes of this Policy an adolescent means a young person fourteen (14) years in age and a young person means a person fifteen (15) to seventeen (17) years in age.

#### **Adolescents**

- 4.78. An adolescent Will require written consent from a Parent or guardian before beginning employment. The written consent Must be included in the Employees file.
- 4.79. An adolescent Must not work for the Tsuut'ina Nation during normal school hours, unless it is as part of a formal work experience program.
- 4.80. An adolescent Must not work for the Tsuut'ina Nation for more than two (2) hours on a school day.
- 4.81. An adolescent Must not work for the Tsuut'ina Nation for more than eight (8) hours on a non-school day.
- 4.82. An adolescent Must not work for the Tsuut'ina Nation between the hours of 9:00 pm and 6:00 am.
- 4.83. The Employer Shall complete a written hazard assessment of an adolescent's work place prior to employment. The Employer Shall then mitigate or eliminate any hazard, and inform the adolescent of any hazard that May affect them.
- 4.84. An adolescent Must not be employed at a location where smoking is permitted.
- 4.85. An adolescent Must not be employed to use dangerous equipment or be in a work place that uses dangerous equipment.
- 4.86. An adolescent under the age of eighteen (18) Must not be employed to sell or serve alcoholic beverages.

#### **Young Persons**

- 4.87. A young person working in retail environment:
- (a) Must not work between 12:00 am and 6:00 am;
  - (b) May work between 9:00 pm and 12:00 am under the supervision of another Employee over the age of eighteen (18) years of age; and
  - (c) Must not work during school hours, unless it is as part of a formal work experience Program.



## 5 Compensation and Benefits

### Compensation

#### Calculation of Earnings

- 5.1. Earnings are Calculated as a combination of:
- (a) The Employees hourly Rate of Pay multiplied by the number of hours worked or a minimum of 3 hours for each day worked;
  - (b) Overtime pay earned;
  - (c) Vacation pay earned, if not given as an annual Payment or as vacation time with pay;
  - (d) General holiday pay earned;
  - (e) Termination Pay owed; and
  - (f) Special rates when applicable.
- 5.2. Under Section 5.1 (a) Employees who have worked less than 3 hours in a day due to disciplinary action Will not be eligible for 3 hours minimum pay for that day.

#### Deductions from Wages

- 5.3. The Tsuut'ina Nation Shall make deductions as required including, but not limited to:
- (a) Deductions Required by federal or provincial law such as taxes;
  - (b) Employment Insurance Premiums and the Canadian Pension Plan;
  - (c) Deductions authorized by a court of competent jurisdiction, including for Maintenance Enforcement; and
  - (d) Deductions for Wage garnishments allowable under applicable law.
- 5.4. The Tsuut'ina Nation Shall from time to time deduct from an Employees compensation, with the Employees prior written acknowledgement:
- (a) Deductions for group and pension Benefits, if eligible;
  - (b) Overpayment of wages; and
  - (c) Outside deductions or internal Tsuut'ina Nation owned entities, pending eligibility form per Section 5.3. Employee is responsible to complete eligibility form with the payroll department, prior to any deductions being issued.
- 5.5. An Employee Will be informed in advance of any additional deductions not mentioned above that are Required to be deducted from an Employees wages, such as deductions directed by the Tsuut'ina Nation Chief and Council to repay outstanding balances owed to the Tsuut'ina Nation.
- 5.6. If an Employee resigns or is terminated by the Tsuut'ina Nation, the Employee Shall remain responsible for any outstanding loans or third-party deductions, which May be deducted from the final pay or any subsequent pay if employed for the Tsuut'ina Nation at a later date.

- 5.7. A pre-authorized deduction Payment plan May be initiated in the case of revolving loans.
- 5.8. An Employee Shall Review their pay stub to Ensure that deductions are made correctly, and bring any discrepancy to the attention of the Finance Department.

### Paydays

- 5.9. Full-time Employees Will be paid bi-weekly. Each Payment Will include up-to-date earnings for all work performed in the pay period that the payday falls within.
- 5.10. Part-time Employees Will be paid bi-weekly. Each Payment Will include earnings for all work in the 2 weeks preceding the pay week.
- 5.11. The following calendar indicated a typical pay schedule for Employees:

(a) Full-time and Part-time Payroll Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
	1	2	3	4	5	6	Bi-weekly Pay Period
7	8	9	10	11	12	13	Pay day for Full-time Employees
14	15	16	17	18	19	20	Pay day for Part-time Employees
21	22	23	24	25	26	27	
28	29	30					

- 5.12. In the event that a regularly scheduled payday falls on a general or Tsuut'ina Nation holiday, Employees Shall receive their pay on the last banking day preceding the holiday.
- 5.13. Employees Will be paid electronically by a direct deposit of funds into their bank accounts. Employees Shall receive an email payroll stub voucher on the same day that direct Payments are made. Based on current practices, paper payroll stubs Will be made available.
- 5.14. A new Employee Will Ensure their Employee file contains all necessary documents and forms, as indicated in Section 9.1 before the Finance Department May process and issue Payment for that Employee.



- 5.15. All Employees Shall use an approved timecard system to record their time at work, except for, but not limited to:
- (a) Senior Management; and
  - (b) Employees other than those previously listed Must have prior written Approval by the Chief Executive Officer, along with applicable respective Supervisor if a timecard is not utilized.
- 5.16. The respective Supervisor Must Ensure that all appropriate documentation and the approved time records are submitted to the Finance Department no later than 12:00 pm on the Tuesday of each pay week to Ensure Employees are paid on time.

### **Benefits**

#### **Pay Advances**

- 5.17. Employees May be eligible for pay advances if they do not have any outstanding loans or existing advances, and are not in their probationary period.
- 5.18. A pay advance for an eligible Employee Must not exceed one half of the Employees projected earnings, based on their expected work schedule, in the pay period.
- 5.19. An Employee May only request a pay advance up to four (4) times each Fiscal Year, except when approved by the respective Supervisor and Chief Executive Officer, for Exceptional Circumstances such as serious injury, terminal illness or death in the family.
- 5.20. An Employee May request a pay advance on the first business day after a payday up until 12:00 pm Tuesday of the next pay period.
- 5.21. Under Section 5.20, an Employee Must use the Request for Advance form and submit it to their Supervisor.
- 5.22. An Employee Must repay an advance within the next two pay periods.
- 5.23. An Employees final electronic Payment transfer Will not be released until all outstanding advances owing are paid in full.
- 5.24. An approved pay advance Will be paid by cheque that the Employee Must pick up from the Finance Department.

#### **Early Release**

- 5.25. Employees May be eligible for early release to obtain their full pay before the normal payday.
- 5.26. An Employee May only request an early release up to four (4) times each Fiscal Year, except when approved by the respective Supervisor and Chief Executive Officer, for Exceptional Circumstances such as serious injury, terminal illness or death in the family.
- 5.27. Requests for early release Must be submitted to the respective Supervisor no later than 4:00 pm on the Monday preceding payday.
- 5.28. Under Section 5.27, an Employee Must use the Request for early release form.

- 5.29. An early release Will not be approved during a week where there is a statutory holiday or office closure.
- 5.30. Approved early releases Will be paid by cheque that the Employee Must pick up from the Finance Department.

### **Employee Group Benefits Plan**

- 5.31. The Tsuut'ina Nation offers competitive group insurance and Benefits packages for all Employees, to assist with maintaining a healthy lifestyle and to provide support during times of personal and family illness or injury.
- 5.32. To be eligible for Benefits, an Employee Must have successfully completed their probationary period and meet the conditions stipulated by their respective group Benefits plan.
- 5.33. Group Insurance is mandatory from the Employees start date and Extended Health and Dental is only available upon the completion of ninety (90) days of employment.
- 5.34. General Tsuut'ina Nation Funds Will be covering any Benefits needed before the 3 months' probation is over.
- 5.35. Insurance is to be paid in accordance with the existing insurance policy.
- 5.36. Short-term and long-term Disability insurance coverage is mandatory for all Employees.
- 5.37. The Human Resources Department is responsible for ensuring that new Employees are registered for the appropriate plan upon completing their probationary period. Human Resources Must Ensure necessary forms are completed and returned to the Finance Department.

### **Pension Plan**

- 5.38. The Tsuut'ina Nation offers a Registered Pension Plan for its Employees to assist them in maintaining financial stability during their post-employment years. Details of this plan are available in the Pension Plan document available through the Human Resources Department.
- 5.39. All Employees May participate in the Pension Plan if the eligibility requirements of the Pension Plan document are met.
- 5.40. Participation in the Pension Plan is mandatory, unless the Employee has reached the mandatory retirement age and is no longer eligible to participate in the Pension Plan. Information regarding the Pension Plan Will be provided at the time of hiring and during the orientation process.

### **Monthly Allowances**

#### **Vehicle Allowances**

- 5.41. Employees that are Required to use a personal vehicle, as per their job description, to perform their duties May be eligible to receive a monthly mileage allowance.
- 5.42. This allowance Will be determined and approved by the Employees respective Supervisor in consultation with the Finance Department.
- 5.43. To be eligible for a monthly mileage allowance, an Employee Must:



- (a) Be using their own vehicle;
- (b) Possess a valid driver's license;
- (c) Possess valid proof of insurance; and
- (d) Carry a minimum of a \$1,000,000.00 (one million dollar) personal liability insurance.

5.44. There Will be no early releases or advances of monthly mileage allowance.

### **Cellular Phone Allowances**

- 5.45. Short-Term Employees that use a personal cellular phone in the performance of their duties May be eligible to receive a monthly cellular phone allowance.
- 5.46. This allowance Will be determined and approved by the Employees respective Supervisor in consultation with the Finance Department.
- 5.47. There Will be no early releases or advances on cell phone allowances.

### **Honorariums**

- 5.48. An Employee May Only sit on one Tsuut'ina Nation Board or Committee at a time and Must have the prior consent of their respective Supervisor to sit on:
- (a) The Education Board of Directors;
  - (b) The Tsuut'ina Nation Child and Family Services (Isgak'a K'anano-na Nanitin-na) Society Board of Directors;
  - (c) The Police Commission; or
  - (d) Other Tsuut'ina Nation Boards, and Committees unlisted.
- 5.49. Employee sitting on a Tsuut'ina Nation Board or Committee that meets outside of regular work hours May receive an honorarium to be set by that Board or Committee.
- 5.50. An Employee sitting on a Tsuut'ina Nation Board or Committee meeting during regular work hours Must have prior Approval of their respective Supervisor and Must not receive an honorarium. If the Employee opts to use holiday time upon the Approval of the respective Supervisor, the Employee May receive an honorarium.
- 5.51. If an Employee is Required by their Board or Committee to attend a workshop, orientation or traditional protocol appointments that are two (2) or more days in length, the Employee:
- (a) Must have prior Approval of their respective Supervisor in writing;
  - (b) May receive an honorarium; and
  - (c) Will not receive pay for the work hours missed.

### **Revolving Loan**

- 5.52. Employees May be eligible to apply for a revolving loan from the Tsuut'ina Nation according to their full-time or part-time employment status.
- 5.53. Employees are limited to one revolving loan, per Employee, per Fiscal Year.

- 5.54. To be eligible for a revolving loan, an Employee Must not have any current outstanding loans or advances from the Tsuut'ina Nation.
- 5.55. Loan applications are available through the Finance Department.
- 5.56. All revolving loan applications Must be signed by the Employees respective Supervisor, and Reviewed and approved by the Chief Financial Officer and the respective Supervisor.
- 5.57. Repayment of a revolving loan May come from deductions to the Employees pay each pay period as agreed to under the terms of the loan.
- 5.58. An Employee Must not be in a position of over extending their financial obligations. Employees Will be responsible for ensuring that the deductions, including for the loan, do not exceed 40% of their gross pay.
- 5.59. Loan repayments Will be deducted from an Employees pay beginning at the first pay period after the loan is issued.
- 5.60. The Employee Will not be eligible for any advances or other types of loans from the Tsuut'ina Nation until the loan is paid in full.
- 5.61. If employment with the Tsuut'ina Nation is terminated, the full outstanding balance from a revolving loan Will be collected from the Employees final pay.
- 5.62. If an Employee is subject to a temporary layoff, any outstanding balance Will be deducted in full from the final pay period prior to the layoff, unless a written agreement for future deduction(s) from a dividend or Per Capita Distribution Payment is agreed upon.

### **Specific Guidelines – Full-time Employees**

- 5.63. Full-time Employees who have been employed for three (3) continuous months and have passed their probationary period are eligible for revolving loans.
- 5.64. Full-time Employees are eligible to borrow up to two (2) times their bi-weekly salary, to a maximum of five-thousand dollars (\$5,000.00):
  - (a) For example: If an Employee earns one-thousand dollars (\$1,000.00) biweekly, they are eligible to apply for two-thousand dollars (\$2,000.00).
- 5.65. Loan Payment deductions Shall occur in 6 equal installments for six (6) pay periods immediately following loan issuance. The Employee May request an alternate non-equal deduction plan over those same six (6) pay periods.
- 5.66. Administration Fees May be collected by the Payroll Department into the Tsuut'ina Nation Revolving Loans Account.

### **Specific Guidelines – Part time Employees**

- 5.67. Part-time Employees are eligible for revolving loans starting one month into employment and up to 3 months prior to the planned end of their employment or contract.
- 5.68. Part-time Employees are eligible to borrow up to one half (1.5) times their average salary of the preceding two (2) pay periods.



- (a) For example: If an Employee earns three-hundred dollars (\$300.00) in the most recent pay period and two-hundred (\$200.00) in the pay period before that, they then would qualify for three-hundred dollars (\$300.00) and seventy-five dollars (\$375.00) (add the two amounts together, divide by two and multiply 1.5).

- 5.69. Loan Payment deductions Shall occur in four (4) equal installments over the four (4) pay periods immediately following loan issuance. The Employee May request an alternate non-equal deduction plan over those same four (4) pay periods.
- 5.70. Administration Fees collected by the Payroll Department will be deposited into the Tsuut'ina Nation Revolving Loans Account.

### **'Acting Position' and 'Additional Duties' Pay**

- 5.71. The Employee Shall be paid for the dates stated on the signed form.
- 5.72. If the Employee who assumes the acting or additional role, needs to submit sick leave while performing acting Position and additional Duties, the Employee Will be paid at their regular Rate of Pay for the sick days taken.
- 5.73. If a department has requested coverage of another department's Employee, the department that requested coverage Will be the department held responsible to provide the Budget for acting or additional duties Pay.

### **Acting Positions**

- 5.74. An Employee May be eligible for acting position pay of up to twenty-five percent (25%) of their regular Rate of Pay, but not to exceed the Rate of Pay of the position assumed.
- 5.75. An Employee Will only be eligible for acting pay when:
  - (a) The Employee received prior written Approval from the respective Supervisor, or Senior Manager;
  - (b) The Employee was Required to substantially perform the duties of a more senior position due to absenteeism, vacation, or temporary vacancy;
  - (c) The Employee has performed those duties for at least five (5) consecutive business days; and
  - (d) Adequate funding is available, as determined by the respective Supervisor or Senior Manager in consultation with the Finance Department.
- 5.76. No Employee May serve in an acting position for more than six (6) months. The Human Resources Director Must request that the respective Supervisor or Senior Manager begin either recruitment, Promotion, or transfer hiring after position has been vacant for a four (4) month period.
- 5.77. Acting position pay Will not be available when an Employee is Assigned limited additional duties to cover for a co-worker who is absent, or where the Employee's job description already includes performing similar duties.

- 5.78. An Employee Will be eligible for acting position pay from the beginning of the period that the acting position was assumed.

**Additional Duties**

- 5.79. An Employee May be eligible for additional duties pay of ten percent (10%) of their regular Rate of Pay.
- 5.80. An Employee May temporarily be Required to take on duties beyond those Required in their job description due to absenteeism, vacation or operational need, without qualifying under an acting position.
- 5.81. Duties of an Employee are not considered additional if said duties are Required to fulfill the Responsibility and scope of work the Employee is responsible for within their job description.
- 5.82. An Employee Will only be eligible for additional duties pay when:
- (a) The Employee has performed additional duties not set out in the Employees job description;
  - (b) The Employee has performed those duties for at least five (5) consecutive business days;
  - (c) The respective Supervisor gave prior written Approval; and
  - (d) Adequate funding is available, as determined by the respective Supervisor in consultation with the Finance Department.
- 5.83. An Employee Will be eligible for additional duties pay from the beginning of the period that the Employee assumed those duties and for no longer than six (6) consecutive months.



## 6 Hours of Work and Overtime

### Hours of Work and Breaks

#### Standard Hours of Work

- 6.1. The Tsuut'ina Nation standard business hours, including for the Tsuut'ina Nation Chief Dick Big Plume Administration building, are: 8:00 am to 4:00 pm, Monday to Friday.
- 6.2. The standard hours of work for an Employee is seven (7) hours in one day and thirty-five (35) hours in one week.
- 6.3. Tsuut'ina Nation Employees working standard hours Will be given an unpaid one (1) hour lunch break and two paid fifteen (15) minute breaks. Employees working less than seven (7) hours but more than five (5) hours Will be given at least a thirty (30) minute unpaid break.
- 6.4. A respective Supervisor's Approval is Required prior to an Employee working during a lunch break to make up for hours missed from work.

#### Non-Standard Hours of Weeks

- 6.5. Based on operational need, some Tsuut'ina Nation Programs and Companies May require non-standard hours of work.
- 6.6. These Tsuut'ina Nation Programs and Companies include:
  - (a) Gravel Company;
  - (b) Roads;
  - (c) Gas Bar;
  - (d) Golf Course;
  - (e) Homeless Shelter;
  - (f) Fire Hall;
  - (g) Tosguna Services;
  - (h) Child and Family Services (Isgak'a K'anano-na Nanitin-na) Society;
  - (i) Agriplex;
  - (j) Sportsplex;
  - (k) Infrastructure;
  - (l) Technical Services;
  - (m) Recreation;
  - (n) Off Reserve Residential Program;
  - (o) Housing Emergency Services on Call Services – Afterhours;
  - (p) Range Patrol and Bylaw;

- (q) Language;
- (r) Culture Program;
- (s) Property Management; and
- (t) Day Care.

- 6.7. Employees working non-standard hours of work Must not exceed forty-four (44) hours of work in a week without permission from their respective Supervisor.
- 6.8. Employees that are Required to stay on site for safety or operational reasons Will be paid their regular Rate of Pay for their lunch break.

### **Absenteeism**

- 6.9. The Tsuut'ina Nation expects Employees to attend work on a regular and consistent basis. Employees Must:
- (a) Notify their respective Supervisor as far in advance as possible of any absence from work and provide, as Required, the appropriate documentation to support their absence; and
  - (b) Make every attempt to attend to personal affairs and obligations outside of working hours.
- 6.10. Respective Supervisor's Will monitor attendance records. If an Employees attendance records indicate Unapproved Absenteeism, appropriate action Will be taken as part of the Progressive Discipline procedures (Section 17).
- 6.11. Unapproved Absenteeism Will be at the discretion of the respective Supervisor.

### **Job Abandonment**

- 6.12. If an Employee fails to attend work for five (5) consecutive work days without notifying their immediate respective Supervisor, the Tsuut'ina Nation May consider their conduct as the Employee abandoning their employment with the Tsuut'ina Nation.
- 6.13. The Relevant respective Supervisor Shall take reasonable steps to contact the absent Employee during each day of the Employees unexcused absence from work.
- 6.14. If the Employee does contact their respective Supervisor within the five (5) day period, they May still be subject to progressive discipline in accordance with this policy for their absence.
- 6.15. Where an Employee is terminated for abandonment, they Shall not be entitled to Termination Notice or Termination Pay.

### **Compressed Work Week Arrangements**

- 6.16. An Employee May agree to a compressed workweek agreement to allow for standard working hours of their department, Program, or Company in fewer than five (5) workdays.
- (a) For example: an Employee May work the standard 35 hours over four (4) days instead of five (5) days with the maximum hours of daily work as defined under Section 6.18.



- 6.17. Compressed workweek agreements Must be approved by the respective Supervisor, accepted by the Employee and documented in their Employee File.

### **Maximum Hours of Work**

- 6.18. Employees hours of work Must not exceed eight (8) consecutive hours in any one work day and not exceed more than forty-four (44) hours in any one work week, unless as a result of an accident, emergency, time sensitive work or other unforeseen circumstance.
- 6.19. If an Employee is fifteen (15) minutes late or more, that time Will also be deducted from their total hours for that day.
- 6.20. Punching the time card of another staff member is strictly prohibited. Employees found altering, falsifying, or tampering time records, or punching in or out for other staff members Will be subject to progressive disciplinary action, up to and including termination.
- 6.21. If an Employee is unable to punch in with their time card for reasons such as off-site work, that Employee Shall write the time worked on their timecard and have their respective Supervisor initial the time card.
- 6.22. Employees Must sign their cards to certify the accuracy of all time recorded. If corrections or modifications are made to the time card, both the Employee and the respective Supervisor Must verify the accuracy of the changes by initialing the time card.

### **Overtime**

- 6.23. On occasion the Employee May, be asked to work overtime.
- 6.24. Employees Will be eligible for overtime pay for hours worked in excess of eight (8) hours per day or forty-four (44) hours per week.
- 6.25. Employees who have a compressed workweek agreement Will begin earning overtime pay after exceeding the daily or weekly hours of work as defined in their specific agreements.
- 6.26. Employees employed in a supervisory capacity, including Senior Management and respective Supervisors, are not eligible for overtime. These Employees Will not be paid overtime and Will be expected to manage their time appropriately to complete all necessary work.
- 6.27. No Employee Shall work overtime without the prior consent of their respective Supervisor and all overtime hours worked Must be recorded.

### **Calculation of Overtime Pay**

- 6.28. Overtime hours whether paid or banked, Must be recorded on the Overtime Form, approved and tracked by respective Supervisor and submitted to the payroll department for each pay period.
- 6.29. Paid and banked overtime hours are calculated as follows:
- (a) One and a half (1.5) times the regular Rate of Pay, for each hour of overtime worked, over eight (8) hours in a day worked, or over forty-four (44) hours in the work week, whichever is greater;

- (b) Any hours worked under forty-four (44) hours Will be banked or paid at the regular rate; or
  - (c) If the Employee do not utilize their banked overtime for leave with pay within six (6) months within the pay period of which it was earned, then the Employee Shall be paid their overtime owed.
- 6.30. An Employee Must obtain Approval from their respective Supervisor before taking any accumulated time off in lieu of overtime.
- 6.31. A respective Supervisor May Only authorize a maximum of thirty (30) hours overtime for an Employee every six (6) months. The respective Supervisor Shall monitor overtime hours and Ensure that any authorized overtime hours are within an Employees allowable range. Overtime hours exceeding the maximum thirty (30) hours Will not be approved.
- 6.32. Overtime Must be used or paid within six (6) months of the pay period it was earned, unless an Employee has received written Approval from a Senior Manager to carry that time forward.
- 6.33. A Senior Manager May increase the amount of overtime an Employee Will be allowed to accumulate in an emergency situation. Approval Must be obtained in writing from the Respective Supervisor prior to this additional accumulation.

### **General Holidays**

- 6.34. Tsuut'ina Nation recognizes the following days as general holidays:
- (a) New Year's Day;
  - (b) Family Day;
  - (c) Good Friday;
  - (d) Easter Monday;
  - (e) Victoria Day;
  - (f) Canada Day;
  - (g) Alberta Heritage Day;
  - (h) Labour Day;
  - (i) Thanksgiving Day;
  - (j) Remembrance Day;
  - (k) Christmas Day; and
  - (l) Boxing Day.
- 6.35. Employees are entitled to a day off with pay at their regular Rate of Pay for the general holidays as listed.



**Employees Required to Work on a General Holiday**

- 6.36. If a general holiday is on a normally scheduled work day for that Employee, and the Employee is Required to work that general holiday:
- (a) The Employee Shall be paid an amount that is at least one and a half (1.5) times the Employees Rate of Pay for each hour the Employee works; or
  - (b) The Employee Shall receive paid time off at a rate of one and a half (1.5) times the rate of hours worked.
- 6.37. If an Employees shift or regular scheduled workday begins or ends on a statutory holiday they Will be paid one and a half (1.5) times their regular Rate of Pay for the hours worked within the twenty-four (24) hour period of that statutory holiday.
- 6.38. When an Employee works on a general holiday and is paid general holiday pay of one and a half (1.5) times the Employees Rate of Pay for each hour worked, the hours worked are not to be counted for the purposes of calculating any entitlement to overtime pay for the work week in which the general holiday occurs.

**Office Closures**

- 6.39. Unexpected events May result in the temporary closure of Tsuut'ina Nation department, Programs, or companies from time to time. When such events occur, the respective Supervisor Will provide direction on office and worksite closures.
- 6.40. Tsuut'ina Nation Chief and Council Shall determine, on a yearly basis, the days that the office Will be closed for planned events and occasions. Tsuut'ina Nation Chief and Council Will inform all Employees in advance of such Office Closures. These Office Closures May include:
- (a) Tsuut'ina Nation Day;
  - (b) The Friday preceding the Tsuut'ina Nation Annual Celebration; and
  - (c) The Calgary Stampede Parade Day.
- 6.41. Office Closures under Section 6.40 May not apply to all Tsuut'ina Nation Companies or Departments.
- 6.42. Tsuut'ina Nation Chief and Council May declare unplanned Office Closures out of respect for an Elder who has passed. Employees Will be informed of such closure to attend the funeral.
- 6.43. An Employee who is not Required to work on a day where the Tsuut'ina Nation Chief and Council has declared an office closure Shall receive their regular Rate of Pay for that day.
- 6.44. An Employee who is Required to work on a day where the Tsuut'ina Nation Chief and Council has declared an office closure, including an Essential Services Employee, Shall be paid their regular Rate of Pay.

## 7 Vacation and Leave of Absence

### Vacation and Vacation Pay

- 7.1. Employees are entitled to vacation or vacation pay according to their years of employment, and employment status as defined below.
- 7.2. For the purpose of this section, “years of employment” means the number of years that an Employee has been employed continuously by the Tsuut’ina Nation.
- 7.3. Where an Employee has taken a paid or unpaid leave of absence and that Employee returns to work for the Tsuut’ina Nation upon expiration of such leave, the time before and after the leave Will be considered continuous employment for the purposes of calculating years of employment, unless otherwise indicated for a particular type of leave.
- 7.4. Vacation entitlements are calculated in part based on Full-time and Part-time employment classification. Changes to the classification of Employees Will have corresponding effects on vacation entitlements.

### Vacation Entitlement

- 7.5. Vacation entitlement May be calculated on a Fiscal Year basis.
- 7.6. A full-time Employee Will earn vacation time during their probationary period but May not use that time until the completion of the probationary period. Part-time Employees Will be paid vacation pay upon commencement of their employment.
- 7.7. Vacation entitlement May be calculated as outlined below:

EMPLOYEE CLASSIFICATION	First 4 Years of Continuous Employment	Starting in 5 <sup>th</sup> Year of Continuous Employment
(a) Full-time Employee	15 Business Days - Accumulated 1.25 days earned per month	20 Business days per Fiscal Year or 1.67 days per month
(b) Part-time Employee	4% Payable on each pay cheque	6% Payable on each pay cheque

- 7.8. A full-time Employee who begins employment part way through the Fiscal Year Will earn a prorated number of vacation days based on the monthly accumulation as per the monthly rate outlined in Section 7.7.
  - (a) For example, an Employee starting on the first business day of the seventh month of the Fiscal Year Will earn vacation time at the appropriate rates listed above over a six-month period.
- 7.9. A full-time Employee Will earn vacation time during their probationary period but May not use that time until the completion of the probationary period.



- 7.10. Vacation time May be carried forward up to 3 months into the following Fiscal Year with the Approval of the respective Supervisor, or Senior Manager. However, full-time Employees are encouraged to use their full vacation entitlement each Fiscal Year.

### **Vacation Use and Pay**

- 7.11. An Employee Must provide their respective Supervisor with a request for specified vacation time off no less than two (2) weeks prior to the requested leave date.
- 7.12. A respective Supervisor Will Review requests by Employees for vacation based on factors including: business needs, staffing requirements, length of vacation requested, and conflicting requests. When a conflict exists between vacation requests, the respective Supervisor Shall use their discretion to Ensure that there is an adequate staffing level within the department or business unit to maintain operational needs.
- 7.13. Where an Employee has resigned or has been terminated after having taken more vacation time than they had earned, the excess vacation pay Will be deducted from the Employees final pay cheque.
- 7.14. When a holiday occurs pursuant to Sections 6.34 and 6.40 during the vacation of an Employee, the vacation May be extended by one day for each such holiday and the Tsuut'ina Nation Shall pay the Employee the wages to which the Employee is entitled for those holidays.

### **Sick Leave**

- 7.15. Part-time Employees Shall be eligible for prorated sick leave based on their standard hours worked on a biweekly basis.
- 7.16. Full-time Employees May be eligible to sick leave without pay for a period of twelve (12) weeks in duration.
- 7.17. Sick leave May include leave for an Employee taking care of their sick Child (natural, step, adopted or legal Guardian), subject to the Approval of their respective Supervisor. An Employee May be Required to provide a certificate or medical note to verify the injury or illness of a Child when sick leave is granted for Childcare.
- 7.18. An Employee Shall Ensure that they, or someone on their behalf, notifies their respective Supervisor of any absence prior to the start of the workday, or as soon as possible in order to be eligible to utilize their accrued sick leave credits.
- 7.19. If an absence is expected to be longer than first notified, the Employee Shall update their respective Supervisor with a new anticipated return of work date. Failure to do so May result in disciplinary action.
- 7.20. After three (3) consecutive days of absence due to illness or injury, an Employee Must provide their respective Supervisor with a certificate from a qualified medical professional certifying that the Employee is or was unable to work due to injury or illness. The respective Supervisor Shall initial any medical certificates received from the Employee. A respective Supervisor May request that an Employee provide a certificate for absences less than three (3) days.

- 7.21. Where contributions are Required from an Employee for group and pension Benefits, the Employee Shall pay those contributions for the period of any sick leave within a reasonable time or notify the Tsuut'ina Nation of their intention to discontinue contributions during that period.
- 7.22. The Tsuut'ina Nation Shall continue to pay Employer contributions in respect of group and pensions Benefits, if applicable, during an Employees sick leave.

### **Long-term Illness and Injury Leave: Entitlement to Leave**

- 7.23. An Employee who has been employed by the same Employer for at least ninety (90) days is entitled to unpaid leave due to the illness, injury or quarantine of the Employee.
- 7.24. For the purpose of Section 7.23 the amount of leave under this Section Must not exceed sixteen (16) weeks in a calendar year.
- 7.25. The Employee Must provide to the Employer a medical certificate stating the estimated duration of the leave.
- 7.26. The Employee Must provide a copy of the medical certificate under Section 7.25 before commencing leave under this Section unless the Employee is unable to do so, in which case the Employee Must provide the certificate as soon as is reasonable and practicable in the circumstances.
- 7.27. An Employee who wishes to take leave under this Section Must give the Employer written Notice as soon as is reasonable and practicable in the circumstances, which Notice Must include the estimated date of the Employees return to work.
- 7.28. The Employee Must inform his or her Employer of any change in the estimated date of returning to work.

### **Long-term Illness and Injury Leave: Termination of Employment**

- 7.29. No Employer May terminate the employment of, or lay off, an Employee who has started leave under this Section.
- 7.30. Section 7.29 does not apply if an Employer suspends or discontinues in whole or in part the Department, Program, or Company, undertaking or other activity in which the Employee is employed, but the obligation of the Employer to reinstate the Employee or provide the Employee with alternative work in accordance with Section 7.32(b) continues to apply.

### **Long-term Illness and Injury Leave: Notice to Return to Work**

- 7.31. If an Employee has been on leave under this Section, they Must provide at least one week's written Notice of the date the Employee intends to return to work, unless the Employer and the Employee agree otherwise.
- 7.32. When an Employee returns to work under this Section, the Employer Must:
- (a) Reinstatement the Employee to the position occupied when the leave under this Section started; or



- (b) Provide the Employee with alternative work of a comparable nature, at not less than the earnings and other Benefits that had accrued to the Employee when the leave under this Section started; and
  - (c) The respective Supervisor May request that a medical certificate be provided indicating whether the Employee is fit to return to work.
- 7.33. An Employee who does not wish to resume employment after the leave under this Section ends, Must give the Employer at least two (2) weeks written Notice of the Employees intention to terminate their employment.
- 7.34. An Employee who has been on short or long-term Disability Benefits Must not return to work without a medical certificate stating that the Employee is fit to do so.

### **Long-term Illness and Injury Leave: Suspension of Operations**

- 7.35. If the Department, Program, or Company, undertaking or other activity of Tsuut'ina Nation is suspended or discontinued in whole or in part during the Employees leave under this Section and the Tsuut'ina Nation has not resumed operations when the leave ends, the Tsuut'ina Nation Must, if the operation is subsequently resumed within fifty-two (52) weeks following the end of the leave:
- (a) Reinstatement the Employee in the position occupied at the time the leave started at not less than the earnings and other Benefits that had accrued to the Employee; or
  - (b) Provide the Employee with alternative work in accordance with an established seniority system or practice of the Tsuut'ina Nation in force at the time the Employees leave started, with no loss of seniority or other Benefits accrued to the Employee.

### **Long-term Illness and Injury Leave: Leave and Vacation Conflict**

- 7.36. Notwithstanding Section 7.35, if an Employee is on leave under this Section on the day that their vacation entitlement Must be used, any unused part of their vacation entitlement Must be used immediately after the leave expires or, if the Tsuut'ina Nation and Employee agree to a later date, by that later date.

### **Criteria for Paid Sick Leave Credits**

- 7.37. A new full-time Employee Shall earn paid sick leave credits during their probationary period, but Will not be eligible to use these credits until they have completed three (3) consecutive months of continuous employment.
- 7.38. A full-time Employee is eligible to earn paid sick leave credits equal to 1.25 days per month, to a maximum of fifteen (15) days each Fiscal Year.
- 7.39. A part-time Employee is eligible to earn paid sick leave credits equal to 0.75 days per month, to a maximum of 2.25 days for the ninety (90) day contract.
- 7.40. Any Required sick leave that extends beyond what an Employee has accumulated, as paid sick leave Must be taken as unpaid leave. The Employee May be eligible to apply for short or long-term Disability in the event of a serious illness or injury.

- 7.41. To receive sick-leave pay, the Employee Shall provide to the respective Supervisor or Senior Manager:
- (a) A leave form approved by the Employees respective Supervisor; and
  - (b) A medical certificate, if applicable.
- 7.42. The respective Supervisor or Senior Manager Shall maintain a record of the number of paid sick leave credits earned and used of an Employee.
- 7.43. Any unused or accumulated sick leave credits Shall expire at the end of each Fiscal Year, and Will not be carried over to the next Fiscal Year.
- 7.44. In Exceptional Circumstances, if the Employee does not qualify for short-term or long-term Disability, the request Will be Reviewed by the Assistant Chief Executive Officer and Human Resources Director on a case-by-case basis and May be directed to the appropriate Tsuut'ina Nation Program.
- 7.45. If the Employee or the Employer terminates employment with the Tsuut'ina Nation, any accumulated or anticipated paid sick leave credits Will be forfeited without compensation to the Employee.
- 7.46. An Employee found to have used sick leave credits unnecessarily May be subject to deductions from their regular pay in the amount of that paid sick leave and other discipline under Section 17. Further, any sick leave credits May not be used to top up hours for their regular payroll and Must be used for an increment of no less than three (3) hours.
- 7.47. An Employee May use up to four (4) days of sick leave credits annually for traditional ceremonies, including Traditional and Alternative healing.
- 7.48. Leave granted for a Traditional and Alternative Healing ceremony Will not require medical documentation, but Must be approved in advance by the respective Supervisor.

### **Domestic Violence Leave**

- 7.49. For the purposes of this Section, domestic violence occurs when an Employee, the Employees dependent Child or a protected adult who lives with the Employee is subjected to any of the acts or omissions listed in Section 7.50 by another person who is or has been married to the Employee, is or has been an adult interdependent partner of the Employee or is residing or has resided together with the Employee in an intimate relationship:
- (a) Is or has been in a dating relationship with the Employee, regardless of whether they have lived together at any time;
  - (b) Is the biological or adoptive Parent of one or more Children with the Employee, regardless of their marital status or whether they have lived together at any time;
  - (c) Is related to the Employee by blood, marriage or adoption or by virtue of an adult interdependent relationship, regardless of whether they have lived together at any time;
- or



- (d) Resides with the Employee and has care and custody over the Employee pursuant to an order of a court.

7.50. The following acts and omissions constitute domestic violence for the purposes of this Section:

- (a) Any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person;
- (b) Any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person;
- (c) Conduct that reasonably, in all circumstances, constitutes psychological or emotional abuse;
- (d) Forced confinement;
- (e) Sexual contact of any kind that is coerced by force or threat of force; and
- (f) Stalking.

7.51. An Employee who is a victim of domestic violence and has been employed by the Tsuut'ina Nation for at least ninety (90) days is entitled to unpaid domestic violence leave of up to ten (10) days in a calendar year.

7.52. An Employee May take domestic violence leave for one or more of the following purposes:

- (a) To seek medical attention for the Employee or the Employees dependent Child or a protected adult in respect of a physical or psychological injury or Disability caused by the domestic violence;
- (b) To obtain services from a victim services organization;
- (c) To obtain psychological or other professional counselling for the Employee or the Employees dependent Child or a protected adult;
- (d) To relocate temporarily or permanently;
- (e) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;  
or
- (f) Any other purpose not set out above, where it is approved by the respective Supervisor and Human Resources Director.

7.53. Before taking a leave under this Section, the Employee Must give the Employer as much Notice as is reasonable and practicable in the circumstances.

**Personal and Family Responsibility Leave****Unpaid Leave for Personal and Family Responsibilities**

- 7.54. An Employee who has been employed by the Tsuut'ina Nation for at least ninety (90) days is entitled to up to five (5) days of unpaid leave in a calendar year, but only to the extent that the leave is necessary:
- (a) For the health of the Employee; or
  - (b) For the Employee to meet his or her family responsibilities in relation to a family member.
- 7.55. Before taking a leave under this Section, the Employee Must give the Employer as much Notice as is reasonable and practicable in the circumstances.

**Disability Leave**

- 7.56. All Employees, except temporary Employees Shall contribute to a Tsuut'ina Nation short-term and long-term Disability group Benefit Program. Information on the Programs is available from the Human Resources Department.
- 7.57. If an Employee is unable to perform their work duties due to a substantiated medical condition, the Employee May use all accumulated sick days while applying for short-term and long-term Disability leave.
- 7.58. Employees applying for short or long-term Disability Benefits should follow the process and criteria in the relevant Benefit plan:
- (a) Employees can take a maximum of five (5) sick leave days with a doctor's note; or
  - (b) If an Employee has been absent due to illness with a doctor's note for five (5) consecutive days, and they are not expected to return to work within ten (10) days from the beginning of their illness, then they Must apply for Short Term Disability Leave.
- 7.59. An Employee who has been on short or long-term Disability Benefits Must not return to work without a medical certificate stating that the Employee is fit to do so.

**Maternity Leave****Maternity Leave Eligibility**

- 7.60. A pregnant Employee that has been employed by the same Employer for at least ninety (90) days is entitled to unpaid maternity leave.

**Length of Maternity Leave**

- 7.61. A pregnant Employee cannot have more than sixteen (16) weeks starting during the twelve (12) weeks immediately before the estimated date of delivery.
- 7.62. Maternity leave May not commence earlier than twelve (12) weeks before the expected delivery date and Shall end no later than sixteen (16) weeks after the end of the pregnancy, whether it is a live birth or stillbirth, unless due to medical reasons.



- 7.63. Maternity leave May be combined with sixty-two (62) weeks of Parental leave, as described in Sections 7.81 to 7.85, for up to a maximum of seventy-eight (78) weeks of consecutive leave.
- 7.64. An Employee who takes Maternity Leave Must take a period of leave of at least six (6) weeks immediately following the date of delivery, unless the Employee and her Employer agree to shorten the period by the Employees giving her Employer a medical certificate indicating that resumption of work Will not endanger her health.
- 7.65. An Employee who takes maternity leave Must take a leave of at least 6 weeks immediately following the date of delivery, unless:
- (a) The Employee and her Employer agree to shorten that period; and
  - (b) The Employee provides a medical certificate indicating that an early return to work Will not endanger the health of the Employee or her Child.

### **Notice of Maternity Leave**

- 7.66. A pregnant Employee Must give her Employer at least six (6) weeks written Notice of the date she Will start her maternity leave. The Relevant Supervisor May request a medical certificate certifying the Employees pregnancy and the expected due date.
- 7.67. An Employee Shall give her Employer at least six (6) weeks Written Notice of her maternity leave beginning. If requested by her Employer, the pregnant Employee Must provide her Employer with a medical certificate confirming she is pregnant and her estimated delivery date.
- 7.68. An Employee that does not provide Notice of her Maternity Leave before starting is still entitled to Maternity Leave.
- 7.69. An Employee who has not given her Employer proper Notice of her maternity leave Shall still be entitled to maternity leave if, within 2 weeks of her taking leave, the Employee provides Human Resources with a medical certificate indicating that she is unable to work due to a medical condition arising from her pregnancy.
- 7.70. If, during the twelve (12) weeks immediately preceding the estimated date of delivery, an Employees pregnancy interferes with the performance of her duties, the respective Supervisor May give the Employee written Notice requiring her to start maternity leave.
- 7.71. The pregnant Employee is entitled to begin Maternity Leave on the date specified on the written Notice provided to her relevant Supervisor.
- 7.72. If the Pregnant Employee can no longer attend work before her Maternity Leave begins she Must provide a medical certificate that includes the following:
- (a) An estimated date of the delivery date; and
  - (b) Communication that indicates she is no longer able to continue her employment due to her pregnancy condition.
- 7.73. Any outstanding loans, advances or other financial obligation owed by the Employee to the Tsuut'ina Nation Will be deducted from the Employees final pay before commencement of maternity leave.

- 7.74. If an Employee intends to resume work immediately following maternity leave, the Employee Shall provide at least four (4) weeks written Notice of the intended date of return.
- 7.75. An Employee who does not wish to resume employment after maternity leave Shall provide the Employer with at least four (4) weeks written Notice of their intention to terminate their employment.
- 7.76. The Tsuut'ina Nation Must not terminate employment or lay off any Employee who has started or given Notice of maternity leave because of that maternity leave. Upon return from leave, the Employee Will be reinstated in the same position or a comparable alternative position with equal or greater earnings and other Benefits received.
- 7.77. All Benefits and seniority Shall accumulate during the entire period of maternity leave.
- 7.78. Where contributions are Required to be paid by the Employee for group and pension Benefits, the Employee Shall be responsible for making those contributions for the period of maternity leave, unless the Employee notifies the Finance Department of their intention to discontinue contributions during that period.
- 7.79. The Finance Department Shall provide a Record of Employment to the Employee upon request of the Employee so that the Employee May apply for Employment Insurance for the leave period.

#### **Notice to Employee from Employer to Start Maternity Leave**

- 7.80. If the pregnant Employee can no longer perform her duties, in the twelve (12) weeks immediately before her due date, the Tsuut'ina Nation May give written Notice requiring the Employee to begin Maternity Leave.

#### **Parental Leave**

- 7.81. An Employee who is a mother, father or adoptive Parent, and has completed ninety (90) days of consecutive months of continuous employment with the Tsuut'ina Nation, is entitled to Parental leave without pay.
- 7.82. The Tsuut'ina Nation Shall grant Parental leave without pay to an Employee as follows:
  - (a) In the case of an Employee entitled to maternity leave, a period of not more than sixty-two (62) consecutive weeks immediately following the last day of maternity leave;
  - (b) In the case of a Parent who is not the mother of the Child, a period of not more than sixty-two (62) consecutive weeks within seventy-eight (78) weeks after the Child's birth; or
  - (c) In the case of an adoptive Parent who has completed ninety (90) consecutive days of continuous employment, a period of not more than sixty-two (62) consecutive weeks within seventy-eight (78) weeks after the Child is placed with the adoptive Parent for the purpose of adoption.
- 7.83. If Employees described in this Section are Parents of the same Child, Parental leave May be:
  - (a) Taken entirely by one of the Employees; or
  - (b) Shared between the Employees, not exceeding seventy-eight (78) weeks in total.



- 7.84. If Employees described in this Section are Parents of the same Child, the Tsuut'ina Nation is not Required to grant Parental leave to more than one Employee at a time, unless it is necessary due to a confirmed medical condition, in which case concurrent leave May be granted for up to five (5) consecutive days.
- 7.85. Employees described in this Section are Parents of the same Child and are employed by the same Employer, the Employer is not Required to grant parental leave to more than one Employee at a time.

### **Notice of Parental Leave**

- 7.86. An Employee Shall provide at least six (6) weeks written Notice of the date the Employee intends to begin Parental leave, unless:
- (a) A medical condition of the birth mother or Child makes it impossible to comply with this requirement; or
  - (b) The date of the Child's placement with the adoptive Parent was not foreseeable.
- 7.87. If the Employee cannot comply with the written Notice requirement under Section 7.86, the Employee Shall provide the Employer with written Notice at the earliest possible time of the date the Employee intends to begin Parental Leave.
- 7.88. An Employee May begin Parental Leave on the date specified in the written Notice given to the Employer, as specified in Sections 7.86 or 7.87.
- 7.89. Employees who intend to share Parental leave under Section 7.81 Must advise their respective Supervisor of their intention to share Parental leave.
- 7.90. Termination of employment is prohibited during Maternity Leave and Parental Leave.
- 7.91. An Employer Shall not terminate or lay off an Employee that:
- (a) Has started maternity or parental leave; or
  - (b) Because the Employee is entitled to maternity or parental leave.
- 7.92. The Tsuut'ina Nation Shall only suspend or discontinue employment if:
- (a) The department, Program, Company is discontinued; or
  - (b) The activity in which the Employee is employed is discontinued.
- 7.93. If in the event the Employee is subject to Section 7.81, it is the obligation of the Employer to reinstate the Employee, or to provide the Employee with alternative employment.

### **Parental Leave: Resumption of Employment**

- 7.94. Before returning to work the Employee Must:
- (a) Provide a four (4) week Notice prior to the date on which the Employee intends to return to work; or
  - (b) Provide a four (4) week Notice prior to the agreed upon return date.

- 7.95. An Employee Shall provide at least four (4) weeks written Notice of the date on which the Employee intends to resume work following Parental leave.
- 7.96. An Employee who does not wish to resume employment after Parental leave Must give the Employer at least four (4) weeks written Notice of their intention to terminate employment.
- 7.97. The Employee Must adhere to the requirements set out in Section 7.82, and the agreed upon return date.
- 7.98. If an Employee has given Notice that they intend to resume work on a date that is before the end of the six (6) week period referred to in Section 7.94, the Employee is entitled, without further Notice, to an additional period of leave sufficient to meet the requirements of Section 7.94.
- 7.99. The additional period of Maternity Leave referred to in Section 7.98 is to be charged first against any remaining maternity leave to which the Employee is entitled and then against parental leave.
- 7.100. If the additional period of leave referred to in Section 7.98 is charged against parental leave, the amount of parental leave referred to in Section 7.82 is reduced accordingly.
- 7.101. An Employee is not entitled to resume work until the date specified in the written Notice referred to in Section 7.94, or the end of the additional period referred to in Section 7.98, as the case May be.
- 7.102. The Employee Must return to work on the date specified in the written Notice to their Employer, or the date disclosed in the specified in the additional leave granted, as the case may be, and if the employee fails to return to work on that date the employee is not entitled to resume work subsequently unless the failure to return to work resulted from unforeseeable or unpreventable circumstances.
- 7.103. If an employee fails to provide at least 4 weeks' notice before the end of the leave period to which the employee is entitled, the employee is not entitled to resume work unless the failure to provide the notice resulted from unforeseeable or unpreventable circumstances.
- 7.104. If the Employee is entitled to return to work, the Employer Must:
- (a) Reinstatement the Employee to their original position; or
  - (b) Provide the Employee with alternative work that is equivalent to their original position.
- 7.105. An Employee who does not wish to resume employment after maternity or parental leave Must give the Employer at least four (4) weeks' written Notice of intention to terminate their employment.
- 7.106. All Benefits and seniority Shall accumulate during the entire period of Parental leave.
- 7.107. Where contributions are Required to be paid by the Employee for group and pension Benefits, the Employee Shall be responsible for making those contributions for the period of Parental leave, unless the Employee notifies the Finance Department of their intention to discontinue contributions during that period.
- 7.108. The Finance Department Shall provide a Record of Employment (ROE) to an Employee upon request so that the Employee May apply for Employment Insurance for the leave period.



### Caregiver and Compassionate Care Leave

- 7.109. A leave of absence without pay May be granted, for a minimum of one (1) week and for up to eight (8) weeks each year, to an Employee requiring time off from work to provide care or support to an Immediate Relative with a serious medical condition.
- 7.110. An Employee that has been employed by the same Employer for at least ninety (90) days is entitled to unpaid caregiver and compassionate care leave for a period of up to twenty-seven (27) weeks for the purpose of providing care or support to a seriously ill family member.
- 7.111. If more than one Employee who is employed by the same Employer is entitled to caregiver and compassionate care leave with respect to the same family member, the Employer is not Required to grant the leave to more than one Employee at a time.
- 7.112. The Employee Must provide to the Employer a medical certificate stating the following:
- (a) The family member, named in the certificate, has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day that the certificate was issued; or
  - (b) If the leave was begun before the certificate was issued, the day the leave began; and
  - (c) The family member requires the care or support of one or more family members.
- 7.113. The Employee Must provide a copy of the medical certificate under Section 7.112 before commencing caregiver and compassionate care leave unless the Employee is unable to do so, in which case the Employee Must provide the certificate as soon as is reasonable and practicable in the circumstances.
- 7.114. An Employee who wishes to take caregiver and compassionate care leave Must give the Employer at least two (2) weeks' written Notice, which Notice Must also include the estimated date of the Employees return to work, unless a shorter Notice period is necessary in the circumstances, in which case the Notice Must be provided as soon as is reasonable and practicable in the circumstances.
- 7.115. The Employee Must inform his or her Employer of any change in the estimated date of returning to work.
- 7.116. Caregiver and compassionate care leave May be taken in one or more periods but no period May be less than one (1) week in duration.
- 7.117. Caregiver and compassionate care leave ends on the earliest of the following occurrences:
- (a) The last day of the work week in which the family member named in the medical certificate referred to in Section 7.112 dies;
  - (b) The twenty-seven (27) weeks of compassionate care leave ends;
  - (c) The last day of the work week in which the Employee ceases to provide care or support to the seriously ill family member.
- 7.118. To be eligible for caregiver leave an Employee:
- (a) Must provide their respective Supervisor with written Notice as soon as possible; and

- (b) May be Required to provide a medical certificate from a qualified medical practitioner confirming that an Immediate Relative of the Employee has a serious medical condition.

7.119. During caregiver and compassionate care leave:

- (a) The Tsuut'ina Nation Must pay the Required amounts for all applicable group Benefit plan, if the leave of absence exceeds a full pay period;
- (b) The Employee Must plan to pay the cost of the health Benefit plans for the expected time of leave; and
- (c) The Tsuut'ina Nation Shall continue to pay the appropriate plan premiums as if the Employee were not absent.

### **Caregiver and Compassionate Care Leave: Termination of Employment**

7.120. The Tsuut'ina Nation May not terminate the employment of, or lay off, an Employee who has started caregiver and compassionate care leave.

7.121. Section 7.120 does not apply if a Tsuut'ina Nation suspends or discontinues in whole or in part the Program, department, or Company, undertaking or other activity in which the Employee is employed, but the obligation of the Tsuut'ina Nation to reinstate the Employee or provide the Employee with alternative work in accordance with Section 7.125 continues to apply.

### **Caregiver and Compassionate Care Leave: Notice to Return to Work**

7.122. If an Employee has been on caregiver and compassionate care leave, the Employee Must provide at least one week's written Notice of the date the Employee intends to return to work unless the Tsuut'ina Nation and the Employee agree otherwise.

7.123. When an Employee returns to work under this Section, the Employer Must:

- (a) Reinstatement the Employee in the position occupied when the leave started; or
- (b) Provide the Employee with alternative work of a comparable nature at not less than the earnings and other Benefits that had accrued to the Employee when the leave started.

7.124. An Employee who does not wish to resume employment after the leave ends Must give the Employer at least two (2) weeks' written Notice of the Employee's intention to terminate their employment.

### **Caregiver and Compassionate Care Leave: Suspension of Operations**

7.125. If the Department, Program, or Company undertaking or other activity of an Employer is suspended or discontinued in whole or in part during an Employees caregiver and compassionate care leave and the Employer has not resumed operations when the leave ends, the Employer Must, if the operation is subsequently resumed within fifty-two (52) weeks following the end of the leave:

- (a) Reinstatement the Employee in the position occupied at the time the leave started at not less than the earnings and other Benefits that had accrued to the Employee; or



- (b) Provide the Employee with alternative work in accordance with an established seniority system or practice of the Employer in force at the time the Employees leave started, with no loss of seniority or other Benefits accrued to the Employee.

### **Caregiver and Compassionate Care Leave and Vacation Conflict**

- 7.126. Notwithstanding Section 7.110, if an Employee is on caregiver and compassionate care leave on the day by which his or her vacation Must be used, any unused part of the vacation Must be used immediately after the leaves expire or, if the Tsuut'ina Nation and Employee agree to a later date, by that later date.

### **Bereavement Leave**

- 7.127. An Employee is eligible for paid bereavement leave for up to ten (10) business days following the death of an Immediate Relative. Employees Will be paid their regular Rate of Pay for any regularly scheduled work days missed.
- 7.128. To be paid for bereavement leave, an Employee Must fill out a Leave Form signed by their respective Supervisor.
- 7.129. Employees May use any available vacation or accumulated time-off for additional paid leave time if necessary.
- 7.130. If additional bereavement leave is Required beyond the amount allowed under Section 7.127 and all accumulated vacation or time off has been used; the Employees respective Supervisor in consultation with the Senior Manager May Approve any additional leave for up to twenty (20) workdays without pay.
- 7.131. If bereavement occurs during an Employees vacation, day off or other permitted absence from work, the Employee Will be reimbursed for those days.
- 7.132. An Employee Will be granted a maximum of one full day to attend the funeral of an Immediate Relative. This day Will count towards the Employees total bereavement days under Section 7.127.
- 7.133. For any bereavement leave, the Tsuut'ina Nation reserves the right to request confirmation of death and an explanation of the relationship to the deceased.

### **Death or Disappearance of Child Leave**

- 7.134. An Employee who has been employed by the same Employer for at least ninety (90) days is entitled to an unpaid leave as follows:
- (a) A period of up to fifty-two (52) weeks if the Employee is the Parent of a Child who has disappeared and it is probable, considering the circumstances, that the Child disappeared as a result of a Crime; or
  - (b) A period of up to one hundred and four (104) weeks if the Employee is the Parent of a Child who has died and it is probable, considering the circumstances, that the Child died as a result of a Crime.
- 7.135. An Employee is not entitled to death or disappearance of Child leave if they are charged with the Crime that resulted in the death or disappearance of the Child.

- 7.136. The Employee Must provide the Employer with reasonable verification of the Employees entitlement to the leave as soon as is reasonable and practicable in the circumstances.
- 7.137. The period during which an Employee May take death or disappearance of Child leave:
- (a) Begins on the day on which the death or disappearance, as the case May be, occurs and ends subject to Section 7.127 to 7.134;
  - (b) In the case of leave under Section 7.134 (a), fifty-two (52) weeks after the day on which the disappearance occurs; or
  - (c) in the case of leave under Section 7.134 (b), one hundred and four (104) weeks after the day on which the death occurs.
- 7.138. An Employee who wishes to take death or disappearance of Child leave Must give the Employer written Notice as soon as is reasonable and practicable in the circumstances, and the Notice Must include the estimated date of the Employees return to work.
- 7.139. The Employee Must inform their Employer of any change in the estimated date of returning to work.
- 7.140. In the case of a Child who disappears and who is subsequently found, the period referred to in Section 7.134 to 7.137 ends:
- (a) If the Child is found alive, fourteen (14) days after the day on which the Child is found but no later than the end of the fifty-two (52) week period; or
  - (b) If the circumstances in Section 7.134 (b) apply, one hundred and four (104) weeks after the day on which the disappearance occurred.
- 7.141. For greater certainty, death or disappearance of Child leave ends on the day on which the circumstances are such that it is no longer probable that the death or disappearance was the result of a Crime.
- 7.142. If an Employee takes death or disappearance of Child leave and is charged with the Crime, leave ends on the day on which the Employee is charged.

### **Death or Disappearance of Child Leave: Termination of Employment**

- 7.143. If an Employee has been on death or disappearance of Child leave, they Must provide at least one week's written Notice of the date the Employee intends to return to work unless the Employer and the Employee agree otherwise.
- 7.144. When an Employee returns to work under this Section, the Employer Must:
- (a) Reinstatement the Employee to the position occupied when the death or disappearance of Child leave started; or
  - (b) Provide the Employee with alternative work of a comparable nature, at the same or equal rate of pay, and other Benefits that had accrued to the Employee when the death or disappearance of Child leave started.



- 7.145. An Employee who does not wish to resume employment after the leave ends Must give the Employer at least two (2) weeks' written Notice of the Employees intention to terminate their employment.

### **Death or Disappearance of Child Leave: Suspension of Operations**

- 7.146. If the Department, Program, or Company, undertaking or other activity of an Employer is suspended or discontinued in whole or in part during the Employees death or disappearance of Child leave, and the Employer has not resumed operations when the leave ends, the Employer Must, if the operation is subsequently resumed within fifty-two (52) weeks following the end of the leave:
- (a) Reinstatement the Employee to the position occupied at the time the leave started at the same rate of pay and other Benefits that had accrued to the Employee; or
  - (b) Provide the Employee with alternative work in accordance with an established seniority system or practice of the Employer in force at the time the Employees leave started, with no loss of seniority or other Benefits accrued to the Employee.

### **Death or Disappearance of Child Leave: Leave and Vacation Conflict**

- 7.147. If an Employee is on death or disappearance of Child leave on the day that their vacation Must be used, any unused part of the vacation Must be used immediately after the leave expires or, if the Employer and Employee agree to a later date, by that later date.

### **Critical Illness of Child Leave**

- 7.148. An Employee who has been employed by the same Employer for at least ninety (90) days and is a Parent of a critically ill Child is entitled to an unpaid critical illness of Child leave of up to thirty-six (36) weeks for the purpose of providing care or support to the Child.
- 7.149. If more than one Employee who is employed by the same Employer is entitled to critical illness of Child leave with respect to the same Child, the Employer is not Required to grant the leave to more than one Employee at a time.
- 7.150. If more than one Child of the Employee is critically ill as a result of the same event, the period during which the Employee May take critical illness of Child leave shall begin on the earlier of the dates specified in Sections 7.152 (b) and (d), on the first medical certificate issued in respect of any children that are critically ill shall begin on the earlier of the dates specified in Sections 7.152 (b) and (d), on the first medical certificate issued in respect of any children that are critically ill.
- 7.151. If more than one Child of the Employee is critically ill as a result of the same event, the period during which the Employee's critical illness of Child leave shall end on the earliest of the following occurrences:
- (a) The last day of the work week in which the last of the critically ill Children dies;
  - (b) The expiry of thirty-six (36) weeks following the date leave began under clause (a);
  - (c) The expiry of the latest period referred to in Sections 7.152 (c) on the medical certificates for the critically ill Children;

- (d) The last day of the work week in which the Employee ceases to provide care or support to the last of the critically ill Children.

7.152. The Employee Must provide to the Employer a medical certificate stating:

- (a) That the Child is a critically ill Child and requires the care or support of one or more Parents;
- (b) The start date of the period during which the Child requires that care or support;
- (c) The end date of the period during which the Child requires that care or support;
- (d) If the leave was begun before the certificate was issued, the day leave began.

7.153. The Employee Must provide a copy of the medical certificate under Sections 7.152, before commencing critical illness of Child leave unless the Employee is unable to do so, in which case the Employee Must provide the certificate as soon as is reasonable and practicable in the circumstances.

7.154. An Employee who wishes to take critical illness of Child leave Must give the employer at least two (2) weeks written Notice, which Notice Must also include the estimated date of the Employees return to work, unless a shorter Notice period is necessary in the circumstances, in which case the Notice Must be provided as soon as is reasonable and practicable in the circumstances.

7.155. The Employee Must inform his or her Employer of any change in the estimated date of returning to work.

7.156. Subject to Section 7.150 and 7.151, critical illness of Child leave May be taken in one or more periods, but no period May be less than one week's duration.

7.157. Critical illness of Child leave ends on the earliest of the following occurrences:

- (a) The last day of the work week in which the Child named in the medical certificate under Sections 7.152 dies;
- (b) The period of 36 weeks of leave under this Section ends;
- (c) The period referred to Sections 7.152 (c) of the certificate ends;
- (d) The last day of the work week in which the Employee ceases to provide care or support to the critically ill Child.

### **Critical Illness of Child Leave: Termination of Employment**

7.158. No Employer May terminate the employment of, or lay off, an Employee who has started critical illness of Child leave.

7.159. Section 7.158 does not apply if Tsuut'ina Nation suspends or discontinues in whole or in part the Department, Program, or Company undertaking or other activity in which the Employee is employed, but the obligation of the Employer to reinstate the Employee or provide the Employee with alternative work in accordance with Section 7.163 continues to apply.



**Critical Illness of Child Leave: Notice to Return to Work**

- 7.160. If an Employee has been on critical illness of Child leave, they Must provide at least one (1) weeks written Notice of the date the Employee intends to return to work unless the Employer and the Employee agree otherwise.
- 7.161. When an Employee returns to work under this Section, the Employer Must:
- (a) Reinstatement the Employee in the position occupied when the leave started; or
  - (b) Provide the Employee with alternative work of a comparable nature at not less than the earnings and other Benefits that had accrued to the Employee when the leave started.
- 7.162. An Employee who does not wish to resume employment after the critical illness of Child leave ends Must give the Employer at least two (2) weeks written Notice of the Employees intention to terminate employment.
- 7.163. If the Department, Program, or Company, undertaking or other activity of an Employer is suspended or discontinued in whole or in part during an Employees critical illness of Child leave and the Employer has not resumed operations when the leave ends, the Employer Must, if the operation is subsequently resumed within fifty-two (52) weeks following the end of the leave:
- (a) Reinstatement the Employee in the position occupied at the time the leave started at not less than the earnings and other Benefits that had accrued to the Employee; or
  - (b) Provide the Employee with alternative work in accordance with an established seniority system or practice of the Employer in force at the time the Employees leave started, with no loss of seniority or other Benefits accrued to the Employee.

**Critical Illness of Child Leave: Leave and Vacation Conflict**

- 7.164. If an Employee is on critical illness of Child leave on the day by which his or her vacation Must be used, any unused part of the vacation Must be used immediately after the leave expires or, if the Employer and Employee agree to a later date, by that later date.

**Reservist Leave**

- 7.165. An Employee who has completed at least twenty-six (26) consecutive weeks of employment, and is a reservist is entitled to reservist leave without pay to take part in the following operations or activities:
- (a) Deployment to a Canadian Forces operation outside Canada;
  - (b) Deployment to a Canadian Forces operation inside Canada that is or Will be aiding in dealing with an emergency or with its aftermath;
  - (c) Annual training, including related travel time, for an amount of up to twenty (20) days in a calendar year;
  - (d) An operation or activity set out in the regulations in this Policy.
- 7.166. Participation, whether inside or outside Canada, in pre-deployment or post-deployment operations or activities that are required by the Canadian Forces in connection with an operation

described in Section 7.165 (a) or (b) is considered deployment to the operation for the purpose of that subSection.

- 7.167. An Employee is entitled to reservist leave for the period of time prescribed by the regulations, or if no period is prescribed, for as long as Section 7.165 (a), (b), (c) or (d) applies to the employee.
- 7.168. An Employee Must provide Notice to the Employee four (4) weeks' Notice prior to the Reservist Leave being taken that includes the following:
- (a) The estimated start and end date Reservist Leave;
  - (b) Specifications as identified in Section 7.165; and
  - (c) The actual date the Employee intends to return to work.
- 7.169. An Employee who takes a leave of absence under reservist leave Shall give the Tsuut'ina Nation 4 weeks' Notice prior to the leave beginning, unless there is a valid reason for not doing so. At the time of Notice, the Employee Shall also inform the Tsuut'ina Nation of the length of the leave.
- 7.170. If an Employee cannot provide sufficient Notice, as per Section 7.168, due to urgent deployment circumstances, the Employee Must notify the Employer in writing as soon as is reasonable and practicable to the urgent deployment circumstances.
- 7.171. If an Employees amount of Reservist Leave changes, the Employee Must provide written Notice identifying the changes of Reservist Leave that Will be utilized as soon as possible.
- 7.172. The Tsuut'ina Nation May make regulations setting out operations or activities for the purpose of:
- (a) Respecting the circumstances in which annual training May be taken and the maximum amount of time that May be taken for training;
  - (b) respecting conditions that Must be met before a second or subsequent reservist leave May be taken; or
  - (c) prescribing the period of time for the purposes of Section 7.168.
- 7.173. Upon return to work, a reservist Employee Will be reinstated in the same position or comparable alternative position with equal or greater earnings and other received.

#### **Reservist Leave: Request for Proof**

- 7.174. If the Tsuut'ina Nation requests proof that an Employee is entitled to reservist leave, the Employee Must provide the Tsuut'ina Nation with a document from the Employees commanding officer specifying the following:
- (a) That the Employee is taking or has taken part in an operation or activity;
  - (b) the day on which the leave is to start or started; and
  - (c) The estimated or actual length of the leave.
  - (d) Employees May be asked to provide proof of reservist leave with a document that outlines the nature of the leave and is approved, in writing, by National Defense staff.



**Reservist Leave: Termination of Employment**

- 7.175. No Employer May terminate the employment of, or lay off, an Employee who has started reservist leave.
- 7.176. As per Section 7.175 does not apply if Employer suspends or discontinues the position or the Department, undertaking or other activity in which the Employee is employed.
- 7.177. It is the obligation of the Employer to reinstate the Employee or provide the Employee with alternative employment.

**Reservist Leave: Resumption of Employment**

- 7.178. The Employee Must provide a four (4) week written Notice prior to returning to work.
- 7.179. If the Employee has been on reservist leave for less than four (4) weeks, the Employee Must provide a written Notice indicating the date they Will be returning to work.
- 7.180. If the Employee fails to comply with Section 7.178, the Employer May postpone the Employees date of returning to work for up to four (4) weeks after the indicated intention to return to work date provided by the Employee.
- 7.181. The Employer Must provide written Notice if the Employees return Will be postponed. The Employee Will not be entitled to resume work until the day that is indicated by the Employer.
- 7.182. The Reservist Leave Will remain until the Employee is permitted to return to work by their Employer.
- 7.183. Before the Employee resumes work, the Employer Must complete the following:
- (a) Reinstatement the Employee in the position occupied when the reservist leaves started; or
  - (b) Provide the Employee with alternative work that is comparable to their prior employment with no lesser earnings and other Benefits that had accrued to the Employee when the reservist leaves started.

**Reservist Leave and Annual Leave Conflict**

- 7.184. An Employee that is on reservist leave Must utilize any unused Annual Leave vacation. Unused annual leave Must be used immediately after the annual leave expires.
- 7.185. The Employee May request to utilize the unused annual leave at a later date. The Employees request is subject to the employer's Approval.

**Reservist Leave: Application**

- 7.186. This Section only applies to the following:
- (a) The Employees participation in an operation or activity referred to in Section 7.165 begins on or after the day that Section comes into force, and
  - (b) A Notice Must be provided under Section 7.168 or after the day described in Section 7.168 (a).

**Jury Duty Leave**

- 7.187. The Tsuut'ina Nation Shall allow Employees to perform civic jury duty, as Required by law, without loss of pay.
- 7.188. Paid leave Shall cover the specific time the Employee is Required to serve in court. If an Employee receives pay for their time, that amount Shall be deducted from their paid leave amount.
- 7.189. The Tsuut'ina Nation Must not terminate an Employee on jury duty leave because of that jury duty. Upon return to work, the Employee Will be reinstated to the same position or a comparable alternative position with equal or greater earnings and other Benefits.
- 7.190. Attendance at court for reasons unrelated to jury duty or jury selection is considered personal time off and Must be taken as a vacation, overtime or time off without pay.

**Voting Leave**

- 7.191. An Employee who is an eligible elector May take up to three (3) consecutive hours leave on an election day for the purpose of voting.
- 7.192. If an Employees hours of work do not allow for those three consecutive hours, the Tsuut'ina Nation Shall allow the time for voting that is necessary to provide those three consecutive hours.
- 7.193. The time that the Tsuut'ina Nation allows for voting Will be at the convenience of the Tsuut'ina Nation. Employees Shall coordinate the time of their voting leave with their respective Supervisor.
- 7.194. An Employee who takes voting leave time off Will not receive any deduction from their pay or be imposed any penalty for the time off taken to vote.

**Political Candidate Leave**

- 7.195. An Employee running for a Tsuut'ina Nation Chief or Council position of office May be granted leave without pay for up to thirty (30) calendar days in the year prior to the election, upon Approval of the Chief Executive Officer.
- 7.196. During political candidate leave:
  - (a) The Employee Shall pay their portion of the cost for all Benefit plans if the leave exceeds a full pay period;
  - (b) The Employee Shall plan to pay their health Benefit plan costs for the expected time of leave;
  - (c) The Tsuut'ina Nation Shall continue to pay its share of the appropriate plan premiums as if the Employee were not absent;
  - (d) If an Employee chooses to remain working as an Employee while running for a political position, they Must not engage in campaign related activities during their hours of employment. Employees Must not use work resources for any campaign purpose; and



- (e) If an Employee is elected to Tsuut'ina Nation Chief and Council, they Shall give written Notice of resignation from their position with the Tsuut'ina Nation in accordance with the Termination of Employment by an Employee Section of this Policy.

### **Leave for Citizenship Ceremony**

#### **Unpaid Leave for Citizenship Ceremony**

- 7.197. An Employee who has been employed by the same Employer for at least ninety (90) days is entitled to up to a half-day of unpaid leave to attend a Citizenship ceremony to receive a certificate of Citizenship, as provided for under the Tsuut'ina Nation *Citizenship Code First Amendment* (Tsuut'ina Nation), or other *Indigenous Nations Citizenship Codes or Acts* (Canada), or the *Citizenship Act* (Canada) and regulations made under that Act or Code.
- 7.198. Before taking a leave under this Section, the Employee Must give the Employer as much Notice as is reasonable and practicable in the circumstances.

#### **Leave for Citizenship Ceremony: Termination of Employment**

- 7.199. No Employer May terminate the employment of, or lay off, an Employee who is on leave under this policy.

#### **Leave of Absence: Unpaid**

- 7.200. An unpaid leave of absence May be granted for all Employees who have completed ninety (90) days of employment and who wish to take time off from work to fulfill personal obligations or interests.
- 7.201. An unpaid leave of absence May be for a period of up to three (3) months, unless the Employees respective Supervisor in consultation with the Senior Manager and the Human Resources Representative grants special permission for a greater length of time.
- 7.202. A request for an unpaid leave of absence Will be evaluated based on factors including anticipated workload requirements and staffing considerations during the proposed period of absence.
- 7.203. During an unpaid leave of absence:
  - (a) The Employee Shall pay their portion of the cost of all medical Benefit plans, if the leave of absence exceeds one full pay period;
  - (b) The Employee Shall plan to pay their cost of Benefit plans for the expected time of leave; and
  - (c) The Tsuut'ina Nation Shall continue to pay its share of the appropriate plan premiums in the same manner as if the Employee were not absent.
- 7.204. If an Employee fails to return to work following a leave of absence, the Tsuut'ina Nation May begin termination procedures under 4.58 to 4.72.

**Discretionary Leave**

- 7.205. Employees May be granted leave with pay up to three (3) hours for medical appointments during working hours upon the Approval of the Employees respective Supervisor. The Employee May be Required to provide documentation.
- 7.206. Employees May be granted leave for extracurricular events of their Children for a period of four (4) days on the pre-Approval of the Chief Executive Officer. Further, documentation of attendance of event Must be filed upon return.
- 7.207. Employees Shall provide respective Supervisor with an approximate length of time for their absence, not to exceed one half-day. If longer than a half-day is expected or taken, the Employee Must use their sick or vacation leave Benefits for that additional time.
- 7.208. At the discretion of their immediate supervisor, Employees found to be abusing the Discretionary Leave Policy May be disciplined according to the Discipline Policy in Section 6.

**Staff Training and Education Leave****Staff Training**

- 7.209. For the purposes of Section 17 of this Policy, “course” means a training Program that be used for an accredited degree or certification.
- 7.210. Employees May request to attend or May be Required to attend relevant skills training courses during or outside of regular working hours, subject to written Approval of a respective Supervisor in consultation with the Senior Manager.
- 7.211. If the skills training course is for a period of ten (10) consecutive business days or less and is held outside of regular working hours, the Employee Will be entitled to time off with pay equivalent to one half of the total hours of the course.
- 7.212. In addition to time off Benefits for eligible Employees, a bonus of one hundred dollars (\$100.00) per course and May be paid to a full-time Employee who completes a course relevant to their job on their own time, subject to Budgetary restrictions. A certificate of completion or credit Must be presented for an Employee to claim this amount.
- 7.213. If an Employee is Required to attend a course, expense reimbursements Will be made for costs directly related to the training with the Approval of the respective Supervisor.
- 7.214. An Employee who fails to attend a course without proving an acceptable reason to their respective Supervisor:
  - (a) Will be Required to reimburse the Tsuut’ina Nation for any travel advance or other costs claimed and received; and
  - (b) May be subject to disciplinary action.
- 7.215. An Employee who fails to successfully complete a course under this Section Will not be eligible to retake that course and receive the Benefits outlined above.



**Education Outside of Working Hours**

7.216. If an Employee wishes to take additional training outside of regular working hours, they Must meet the following criteria:

- (a) An Employee Shall submit their request and Education Training Plan to an accredited Post-Secondary Program or approved Education Institute to the respective Supervisor no later than two calendar months before the course or Program start date;
- (b) The course or courses are directly related to their employment, or are part of an approved Succession Plan;
- (c) Based on operational need, and at the discretion of their respective Supervisor an Employee May be eligible for a maximum of two paid days off per course, up to a maximum of four days per month;
- (d) Part Time Students: students enrolled in two (2) or fewer courses Will be afforded part-time status, per term;
- (e) At the end of every semester the respective Supervisor and Employee Shall update the Employees Training Plan; and
- (f) Full-Time Employees are not eligible to receive Education Living Allowance, unless on Education Leave.

7.217. To be eligible for the paid days off and based on operational need, an Education Training Plan Shall include the following:

- (a) All paid days off Must be pre-approved by the respective Supervisor;
- (b) Class schedule;
- (c) Course description;
- (d) A mandate and training plan planned in consultation with the Human Resources Department;
- (e) A Training agreement Shall be signed by the Employee and Human Resources Department;
- (f) If an Employee fails to complete the courses, the Employee May be held responsible for reimbursing the Tsuut'ina Nation.
- (g) The Employee is responsible for reporting the completion of their courses taken, failure to do so May result in disciplinary action; and
- (h) An Employee that does not successfully complete the Education Training Plan May be subject to disciplinary action.

**Education Leave**

- 7.218. Education leave, without pay, Will be granted to an Employee who wishes to attend school on a full-time basis if:
- (a) The Employee has been employed by the Tsuut'ina Nation for at least twelve (12) consecutive months;
  - (b) The educational Program is directly related to their employment;
  - (c) The leave is for no more than two (2) years; and
  - (d) The Senior Manager has given written consent.
- 7.219. Under Section 7.218(d), the Senior Manager Shall take into consideration:
- (a) How the education May further the Employee and the Tsuut'ina Nation as a whole; and
  - (b) Funding availability.
- 7.220. An Employee granted education leave Will be reinstated in the same position or a comparable position with equal or greater wages and Benefits upon their return to work.
- 7.221. During an education leave, it is the Employees Responsibility to plan to pay their portion for group and pension Benefits.
- 7.222. Sick leave credits and vacation Benefits Will not accumulate during an education leave.
- 7.223. If at any point during an education leave the Employee ceases to attend school on a full-time basis, the Employee Must notify their respective Supervisor and Human Resources Representative immediately upon withdrawal from their courses. The Employee Will be Required to create a reintegration plan back into their full-time position with the respective Supervisor and Human Resources Representative, which Must be approved by the Senior Manager. The Employee May be subject to disciplinary action.

**Apprenticeship Leave**

- 7.224. Employees hired by the Tsuut'ina Nation as apprentices May be Required to undertake training courses as part of the practical experience requirements of the position.
- 7.225. Unpaid time off for attendance at training courses for a recognized trade certification Will be provided to apprentice Employees.
- 7.226. Following their probationary period, an apprentice of the Tsuut'ina Nation Will be eligible for financial support while attending a trade-training course Required by their apprenticeship Program.
- 7.227. Apprentices Shall apply for Employment Insurance Benefits if eligible while on leave.
- 7.228. During an apprenticeship leave, the Tsuut'ina Nation Shall provide financial support to an Employee equivalent to twenty-five percent (25%) of their Employment Insurance Benefits.
- 7.229. The Tsuut'ina Nation Shall offer a loan equivalent to the difference between the total of Section 7.227 and 7.228, and their regular wages.



- 7.230. Continued financial support in subsequent years of an apprenticeship is conditional upon successful completion of each trade-training course. Apprentices Shall provide the Tsuut'ina Nation with proof of successful completion.
- 7.231. For the purposes of this Section, "successful completion" Shall mean completion within the first (3) three attempts, or by standards set by the governing body of the apprenticeship Program and approved by the respective Supervisor.
- 7.232. Upon successful completion of an apprenticeship Program, an apprentice Employee Shall commit to working for the Tsuut'ina Nation as a journeyman for a period of one-year if a job vacancy exists.
- 7.233. If a job vacancy exists and the apprentice refuses to commit to working for the Tsuut'ina Nation under Section 3.71, the Employee Must repay the total amount of the loans received from the Tsuut'ina Nation for their apprenticeship Program.

### **Treatment Leave**

- 7.234. The Tsuut'ina Nation encourages treatment for substance misuse and other medically recognized addictions. The Tsuut'ina Nation Will assist those who develop such problems in acquiring Healing and Recovery.
- 7.235. Employees who have a substance abuse dependency problem should understand that their failure to seek out treatment and assistance under this part of the policy Will be regarded by the Tsuut'ina Nation as a decision by that worker to knowingly expose clients or fellow Employees or the public to the adverse consequences of that substance abuse problem. Due to the safety hazards involved in such conduct, the Tsuut'ina Nation Will not tolerate such conduct.
- 7.236. Employees May seek substance misuse and other medically recognized addictions assistance through their respective Supervisors without implications regarding their employment status.
- 7.237. An Employee May request treatment and be referred to the appropriate professional or agency for treatment. All records maintained as a result of such treatment Will be confidential.
- 7.238. The Employee shall provide Notice for the confirmation of the completed Treatment program. The documentation will be provided to the Human Resources Benefits Coordinator. Any Employee who fails to respond successfully to treatment protocol Will be subject to appropriate discipline, which May include in appropriate circumstances termination of the Employee for just cause without Notice or severance in lieu of Notice.
- 7.239. Employees with substance misuse or other medically recognized addictions that have not resulted in and are not the immediate subject of disciplinary action May request to take a paid leave of absence to attend a treatment Program at an accredited rehabilitation facility recognized by the Alberta Health Services or Health Canada.
- 7.240. Personal leave May be granted for a maximum of seventeen (17) weeks within a one (1) year period. This period May be extended to a maximum of six (6) months with appropriate Notice from a medical professional.

7.241. In order to be eligible for leave of absence with pay:

- (a) Employee Must fill out Employee release of information form to the Human Resources Director, or respective Human Resources Representative as delegated by the Human Resources Director, to obtain Notice from the Addiction Counsellor;
- (b) The Employee Must be accepted and attending a pre-treatment Program through the Healthy Living Program, the Employee Assistance Program referral, or a Tsuut'ina Nation approved Program while waiting for a confirmed placement in a treatment facility; or
- (c) On the day an Employee starts a treatment Program at a treatment facility the leave of absence Will commence.

7.242. Employees eligible for leave of absence with pay Will be paid at the same rate as the Tsuut'ina Nation's short-term Disability weekly earnings paid on a bi-weekly basis.



## 8 Professional Conduct

### Code of Ethics

- 8.1. All Tsuut'ina Nation Employees Must be aware of and adhere to the Code of Ethics while carrying out their responsibilities as an Employee. Disregarding or failing to comply with the Code of Ethics May lead to disciplinary action, up to and including termination of employment.
- 8.2. Employees are expected to act in compliance with the law, to act with honesty, integrity, and reliability, and to abide by the principles of ethical and lawful business conduct. It is the Responsibility of every Employee to bring to the attention of the Tsuut'ina Nation any situation or conduct that could adversely affect the Tsuut'ina Nation or its Employees.
- 8.3. Employees are expected to carry out their Assigned duties conscientiously and, in a manner, that Ensures that the Tsuut'ina Nation's policies are being adhered to.
- 8.4. Employees Must not make statements about the Tsuut'ina Nation or its Employees that are slanderous, defamatory or that disclose private or confidential information about the Tsuut'ina Nation or its Employees.
- 8.5. Employees Must not use their position to influence a decision-making process where the Employee has personal or otherwise vested interest.
- 8.6. Employees Must sign the approved Tsuut'ina Nation Oath of Confidentiality Agreement in front of a Commissioner of Oaths.

### Prohibited Behaviour

- 8.7. Any of the below infractions Shall result in progressive disciplinary steps being taken, up to and including the termination of employment:
  - (a) Deliberate violation of the Tsuut'ina Nation Human Resources Policies and Procedures Policy;
  - (b) Theft or inappropriate removal or loss of Tsuut'ina Nation property;
  - (c) Intentional destruction, misuse or abuse of the Tsuut'ina Nation or a co-worker's property;
  - (d) Falsification of records;
  - (e) Insubordination, or the refusal to comply with the specific instructions of their respective Supervisor in the context of an Assigned job duty that is within approved Tsuut'ina Nation Law or Policy;
  - (f) Failure to report for work without notification or prior Approval;
  - (g) Unacceptable performance standards per performance evaluation;
  - (h) Unauthorized and non-work-related absence during the workday;
  - (i) Knowingly making false accusations or statements against an individual, co-worker, group and/or organization;

- (j) Breach of confidentiality;
- (k) Possession, distribution, sale, transfer, or use of alcohol, recreational cannabis or illegal and/or prescribed drugs in the workplace;
- (l) Sleeping on duty;
- (m) Failure to attend Required orientations, workshops, courses and conferences on time and for the length of the entire course, without reasons that are acceptable to management;
- (n) No Employee Shall apply internal pressure on the Tsuut'ina Nation Chief and Council or other Employees by using their position to influence a decision-making process where the Employee has personal or otherwise vested interest; and
- (o) Violation of the Social Media Policy, as set out in Section 11.11.

**Conflict of Interest**

- 8.8. An actual or potential conflict of interest exists when there is a divergence between an Employees personal interests and his or her professional obligations to the Tsuut'ina Nation.

**Conflict of Interest Situations**

- 8.9. Personal Gain:

- (a) Employees Must not use their position for personal gain or for the gain of an Immediate Relative. Conflicts of Interest related to personal gain are further detailed in the Conflict of Interest Section of the *Tsuut'ina Nation Finance and Administration Act*.

- 8.10. Inappropriate Use of the Tsuut'ina Nation Resources or Facilities:

- (a) Employees Must not use Tsuut'ina Nation resources or facilities for their personal Benefit or the Benefit of Immediate Relatives;
- (b) Employees Must not use or permit the use of Tsuut'ina Nation property or resources for anything other than approved Tsuut'ina Nation business. Examples of unauthorized use would include using Tsuut'ina Nation computers or photocopiers for personal purposes.

- 8.11. Inappropriate Involvement in Hiring or Evaluation:

- (a) Employees Must not participate in or influence the appointment, hiring, Promotion or evaluation of an Immediate Relative;
- (b) Employees Must not directly supervise or evaluate anyone who is an Immediate Relative.

- 8.12. Outside Employment or Business Activity:

- (a) Employees May hold outside employment as long as they continue to meet the expected performance standards of their job. However, the Tsuut'ina Nation Will not permit its Employees to hold employment elsewhere if it creates a conflict of interest.
- (b) During working hours, Employees are expected to devote their full-time and attention to their duties and the affairs of the Tsuut'ina Nation.



**Disclosure**

- 8.13. When an actual or potential conflict exists, the Employee Shall:
- (a) Disclose the conflict to their respective Supervisor or the Senior Manager;
  - (b) Refrain from participating in any decision-making process involving the conflict; and
  - (c) Refrain from discussing the matter with any decision maker involved.
- 8.14. Should an Employee have information that another Employee of the Tsuut'ina Nation is acting while in conflict of interest, the Employee Shall notify their respective Supervisor or Senior Manager in writing. Such matters Will be treated in strict confidence.

## 9 Employee Files

### Contents of Employee File

9.1. An Employee file Shall include:

- (a) Name, address, and date of birth;
- (b) Banking information for payroll purposes;
- (c) Signed employment contract and offer letter, if applicable;
- (d) Resume;
- (e) Signed or initialed Assigned job description;
- (f) Employee Information Form;
- (g) Rate of Pay and overtime rate when the employment starts, the date of any change to those rates, and the particulars of any change;
- (h) Regular and overtime hours of work;
- (i) Total earnings for each pay period broken into components;
- (j) Deductions from earnings and reasons for each deduction;
- (k) Overtime pay and time off provided and taken;
- (l) Date that present period of employment started;
- (m) Record of general holidays worked;
- (n) Vacation records, showing the dates and the period of employment in which, the vacation time was earned;
- (o) Copies of documentation Notices related to all types of leaves of absence;
- (p) Copies of termination Notices and written requests to Employees to return to work after temporary layoff;
- (q) Updated Criminal Record Check and Child Welfare Intervention Check, Vulnerable Sector check, Drivers Abstract, as applicable once a year;
- (r) Emergency contacts;
- (s) Tax forms;
- (t) Oath of confidentiality; and
- (u) Disciplinary action reports.

9.2. If an Employees status changes with respect to Criminal Record Check and Child Welfare Intervention Check, vulnerable sector check or drivers abstract, the Employee Must notify their respective Supervisor immediately, who in turn Will notify the appropriate department.



- 9.3. The respective Supervisor Shall Ensure that original copies of documents Required under Section 9.1 are submitted to the Human Resources department.
- 9.4. Employee files Must remain confidential at all times, and Must be maintained for a minimum of thirty-six (36) months after termination of employment, or thirty-six (36) months following any update to the file subsequent to the termination.

### **Access to Employee Files**

- 9.5. Employee files are the property of Tsuut'ina Nation and access to the confidential information they contain is restricted. The Tsuut'ina Nation is legally obligated to protect the confidentiality of this information.
- 9.6. Employee files Shall remain at all times in the possession of the Tsuut'ina Nation and stored securely. An Employee, respective Supervisor, or Senior Manager Must submit a written request to the Human Resources Director in order to view an Employee file. Either the Human Resources Director, or Human Resources Staff Member as delegated by the Human Resources Director and Must be present when the contents of an Employee file are Reviewed.
- 9.7. Any time the contents of an Employee file are Reviewed, it Must take place in space designated by the Human Resources Director for that purpose. When an Employee, respective Supervisor or Senior Manager Reviews the contents of the Employee file, they Shall not remove the file or any contents in the Employee file from the room where the contents are being Reviewed. If an Employee, respective Supervisor or Senior Manager wishes to obtain copies or any documents contained in the Employee file, they Must submit a written request to Human Resources Director. The Human Resources Director Must provide a written response within five (5) business days, either approving or rejecting the written request.
- 9.8. The Respective Supervisor or Senior Manager May Review Employee files if the information is necessary for the performance of their duties.
- 9.9. The Human Resources Director May Review Employee files, and maintain confidential copies of Employee file documents for use in Human Resources duties.
- 9.10. If an Employee, respective Supervisor, or Senior Manager accesses Employee files, they have an obligation to maintain confidentiality regarding the content of the Employee file. Failure to comply Shall result in disciplinary action, up to and including termination of employment.

### **Personal Information Changes**

- 9.11. Employees Shall notify the Human Resources Department of any changes in their personal contact information, names of dependents, emergency contacts, educational credentials and other such information.

## 10 Dress Code

- 10.1. Employees Must dress in a manner appropriate for the nature of their work and position held.

### **Administrative or Office Work Places**

- 10.2. Employees who work in an office setting should be well groomed and wear professional or business casual attire.
- 10.3. Employees who are inappropriately dressed May be sent home and Required to return to work in acceptable attire. This time away Will be considered time off without pay. Some examples of inappropriate attire May include, but are not limited to, yoga pants, revealing tops, short shirts or shorts, flip-flop sandals, jeans Monday through Thursday, jogging suits, t-shirts, hooded sweatshirts, halter tops and tank tops.
- 10.4. Fridays are designated "casual day" for Employees that work in office settings. However, clothing articles that remain prohibited to office Employees may include, but are not limited to, jogging suits, t-shirts with logos, revealing or distracting clothing (short-shorts, halter tops, etc.), yoga pants, and jeans or pants that are ripped or torn.
- 10.5. If an Employee fails to comply with this Section on more than one occasion, disciplinary action May be taken by their respective Supervisor up to and including directing the Employee to return home with a suspension of one day without pay.

### **Worksites**

- 10.6. Dress codes at work sites are dictated by Health and Safety requirements of the site. This includes safety clothing and protective equipment as directed by the respective Supervisor or Designated Safety Officer of a particular site such as Personal Protective Equipment.



## 11 Acceptable Computer and Internet Use

- 11.1. Employees are responsible for logging off any secure, controlled-access computer or other form of electronic data system to which they are Assigned, if such computer or system is left unattended.
- 11.2. It is the Tsuut'ina Nation's policy to limit Internet access to authorized, work-related duties.
- 11.3. Unacceptable uses of Tsuut'ina Nation computers and internet access include:
  - (a) Engaging in unlawful or malicious activities;
  - (b) Playing games or gambling;
  - (c) Streaming or downloading music or videos;
  - (d) Using the email system for personal purposes during working hours;
  - (e) Using social networking sites, including but not limited to, Facebook, Twitter, and Instagram during work hours;
  - (f) Downloading unauthorized files that have not been scanned with anti-virus software;
  - (g) Sending chain letters, unsolicited commercial e-mail or spam;
  - (h) Engaging in private or personal business activities;
  - (i) Accessing networks, servers, drives, folders, or files to which the Employee has not been granted access or authorization;
  - (j) Making unauthorized copies of Tsuut'ina Nation files or other Tsuut'ina Nation data;
  - (k) Destroying, deleting, erasing, or concealing Tsuut'ina Nation files or other Tsuut'ina Nation data, or otherwise making such files or data unavailable or inaccessible to the Tsuut'ina Nation or to other authorized users of Tsuut'ina Nation systems;
  - (l) Misrepresenting oneself or the Tsuut'ina Nation;
  - (m) Violating the laws and regulations of the Tsuut'ina Nation, Canada, Alberta, or any other jurisdiction;
  - (n) Deliberately propagating any virus, worm, Trojan horse, trap-door Program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either the Tsuut'ina Nation's networks or systems or those of any other individual or entity;
  - (o) Using abusive, profane, threatening, racist, sexist or otherwise objectionable language in either public or private messages;
  - (p) Sending, receiving, or accessing pornographic materials;
  - (q) Causing congestion, disruption, disablement, alteration, or impairment of Tsuut'ina Nation networks or systems;
  - (r) Maintaining, organizing, or participating in non-work-related blogs, Web journals, "chat rooms", or instant messaging; and

- (s) Circumventing or attempting to circumvent security restrictions on Tsuut'ina Nation systems and applications.

- 11.4. Any activity under Section 11.3 May result in disciplinary action up to and including termination of employment.
- 11.5. The Tsuut'ina Nation reserves the right to inspect an Employees computer system for violations of this policy.
- 11.6. Brief and occasional personal use of the electronic mail system or the Internet is acceptable as long as it is not excessive or inappropriate, occurs during personal time, and does not result in expense or harm to the Tsuut'ina Nation or otherwise violate Tsuut'ina Nation policies.

### **Ownership and Access of Electronic Mail, Internet Access, and Computer Files; No Expectation of Privacy**

- 11.7. The Tsuut'ina Nation owns the rights to all data and files on all computer(s), network(s), or other information system(s) used by the Tsuut'ina Nation, and to all data and files sent or received using a Tsuut'ina Nation system.
- 11.8. The Tsuut'ina Nation reserves the right to monitor electronic messages, e-mails and their content, as well as any use by Employees of the Internet and of computer equipment used to create, view, or access e-mail and Internet content.
- 11.9. The Tsuut'ina Nation May use software in its electronic information systems that allows monitoring by authorized personnel and that creates and stores copies of any messages, files, or other information that is entered into, received by, sent, or viewed on such systems.
- 11.10. Employees who use Tsuut'ina Nation systems and Internet access to send or receive files or other data that would otherwise be subject to any kind of confidentiality or disclosure privilege thereby waive whatever right they May have to assert such confidentiality or privilege from disclosure. Employees who wish to maintain their right to confidentiality or a disclosure privilege Must send or receive such information using some means other than Tsuut'ina Nation systems or the Tsuut'ina Nation-provided Internet access.

### **Social Media and Public Platforms**

- 11.11. Employees May not use social media platforms such as Facebook, Twitter, LinkedIn. Etc. for use of posting any personal information about themselves or another Employee of the Tsuut'ina Nation or outside partner in any public medium that:
  - (a) May involve the Employee, their coworkers, the Tsuut'ina Nation or outside partner in any kind of dispute or conflict with other Employees or third parties;
  - (b) Interferes with the work of an Employee;
  - (c) Creates a harassing, demeaning, or hostile working environment for any Employee;
  - (d) Disrupts the orderly flow of work within the office or the delivery of services to the Tsuut'ina Nation's Citizens or customers;
  - (e) Harms the good Will and reputation of the Tsuut'ina Nation; or



- (f) Places in doubt the reliability, trustworthiness or sound judgment of the Employee or another Employee.

11.12. Employees responsible for conduct that violates Section 11.11 Will be subject to disciplinary action up to and including termination of employment, depending upon the severity and repeat nature of the offense.

## 12 Tsuut'ina Nation Property and Vehicle Use

### **Tsuut'ina Nation-Owned Property**

- 12.1. The Tsuut'ina Nation Will provide Employees with the equipment and supplies they need to perform their job and Ensure that this equipment is used and cared for effectively and efficiently.
- 12.2. Employees are responsible for the protection of Tsuut'ina Nation property entrusted to them. All equipment and intellectual property attained or created in the performance of their duties Shall remain the property of the Tsuut'ina Nation and Must not be removed. Employees found to have removed equipment or intellectual property attained or created in the performance of their duties, without authorization, May face legal action.
- 12.3. Employees Must not use Tsuut'ina Nation property, physical or intellectual, for personal gain or Benefit. Property May not be sold, loaned, given away or otherwise disposed of, regardless of condition or value, without written authorization.
- 12.4. Employees are expected to protect and care for all Tsuut'ina Nation property entrusted to them. This involves following all operating procedures, including obtaining the appropriate Approvals, safety standards and licenses, as well as maintaining confidentiality where applicable.
- 12.5. Intentional destruction, misuse or abuse of the Tsuut'ina Nation's property Will be grounds for disciplinary action. The Tsuut'ina Nation reserves the right to pursue and Employee, or former Employee, for any losses incurred by the Tsuut'ina Nation as a result of the potential destruction and misuse of Tsuut'ina Nation property.
- 12.6. Upon termination of the employment relationship, an Employee Must return all Tsuut'ina Nation property to the Tsuut'ina Nation on or before their last day of work.
- 12.7. The Tsuut'ina Nation May withhold a terminated Employees final pay until all Tsuut'ina Nation property is returned.

### **Tsuut'ina Nation-Owned Vehicles**

- 12.8. Employees May be Required to operate Tsuut'ina Nation-owned vehicles as part of their job-related duties.
- 12.9. An Employee May Only operate a Tsuut'ina Nation-owned vehicle if they:
  - (a) Have prior Approval from their respective Supervisor;
  - (b) Provide a recent Drivers Abstract;
  - (c) Possess a valid driver's license of the appropriate class;
  - (d) Possess valid proof of insurance; and
  - (e) Sign a Vehicle Use of Acknowledgement Form.
- 12.10. All Tsuut'ina Nation-owned vehicles Must be parked on-site when not in use for job-related duties.
- 12.11. Employees are Required to keep accurate vehicle record logs including:



- (a) Name of vehicle operator;
- (b) Date and time vehicle operated;
- (c) Trip logs; and
- (d) Mileage readings.

- 12.12. Employees are prohibited by law from driving while impaired by drugs or alcohol. The Tsuut'ina Nation Will not assume any liability for an Employee who is involved in an accident resulting from impaired driving.
- 12.13. Drivers Must comply with provincial regulations, governing the use of cell phones and other hand-held devices while driving, and other distracting behavior.

### **Travel Policy**

- 12.14. All travel Must be pre-approved by a respective Supervisor or Senior Manager for an Employee to be eligible for reimbursements.
- 12.15. Where an Employee is Required to expand personal funds in the performance of their duties or business-related travel, the Employee Will be eligible to receive expense reimbursement. All claims Must be submitted using the Travel Expense Form with receipts.
- 12.16. When travel is authorized, Employees are expected to use the most direct, practical and cost-effective route and mode of transportation available. When possible, travel expense should be minimized through coordination with fellow Employees.

### **Driving**

- 12.17. For Employees that do not receive a monthly mileage allowance but are Required to use a personal or rental vehicle for the performance of their duties from time to time, mileage and expenses Will be reimbursed at the mileage and expense rates specified under Section 12.19.
- 12.18. To be eligible for vehicle-related expense reimbursement, Employees Must:
- (a) Have prior Approval from their respective Supervisor;
  - (b) Possess a valid driver's license;
  - (c) Possess valid proof of the appropriate type of insurance; and
  - (d) Carry a minimum of one-million dollar (\$1,000,00.00) personal liability insurance.
- 12.19. The Finance Department Will set mileage and expense rates for both in and out of province travel based on requirements set by funders (National Joint Council). Mileage Will be tracked using the Administration Building 9911 Chiila Boulevard, Tsuut'ina Nation as the starting point for recording.
- 12.20. An Employee renting a vehicle Must rent an economy level vehicle and Will only be reimbursed for the rental fee plus gas expenses verified by actual receipt.
- 12.21. Employees are prohibited by law from driving while impaired by drugs or alcohol while on Nation business or during their regular hours of work. The Tsuut'ina Nation Will not assume any liability for an Employee who is involved in an accident resulting from impaired driving.

- 12.22. Drivers Must comply with provincial regulations, governing the use of cell phones, other hand-held devices and other distracting behavior while driving their personal vehicle for Nation related business.
- 12.23. The Tsuut'ina Nation discourages Employees from travelling in unsafe situations, including when weather warnings or road closures are in effect. Employees Shall notify respective Supervisor of changes in travel plans in such situations.

### **Commercial Carriers: Air, Bus, or Train Travel**

- 12.24. Employees Must book travel in economy or coach class with a regular commercial carrier. The most effective route, considering direct and connecting options, should be chosen. Fees resulting from flight changes or upgrades Will not be reimbursed unless the change is for valid business reasons and has been authorized by a respective Supervisor in advance.
- 12.25. Employees May make a personal choice regarding travel class, however only the lowest fare option Will be reimbursed.

### **Accommodation**

- 12.26. Accommodation rates are to be reasonable and pre-approved by a respective Supervisor or Senior Manager.
- 12.27. The rates to be reimbursed Will be on a standard room basis in a hotel class that is deemed appropriate for the purpose of travel.
- 12.28. The Tsuut'ina Nation Will not reimburse for additional costs such as in-room entertainment, room service, or in-room mini bars.

### **Meals and Beverages**

- 12.29. The Tsuut'ina Nation Will reimburse Employees for reasonable meal and non-alcoholic beverage costs that are incurred during the course of approved business travel as per the approved travel expense form.
- 12.30. The Tsuut'ina Nation Will not reimburse alcohol, cover charges in bars or similar costs.
- 12.31. Gratuities for meals should be a maximum of fifteen percent (15%), unless the party size requires an establishment's minimum service charge be paid.



## 13 Discrimination and Harassment

- 13.1. The Tsuut'ina Nation Shall make every reasonable effort to Ensure that no Employee is subjected to discrimination, Sexual Harassment or personal harassment.
- 13.2. Disciplinary measures up to and including termination Will be taken against an Employee involved in discrimination, Sexual Harassment personal harassment.
- 13.3. An Employee who has been subjected to discrimination, Sexual Harassment or personal harassment May report a complaint, in confidence and without fear of disciplinary action, through the Complaint Procedures under Section 15.7 to 15.9.

### Discrimination

- 13.4. The Tsuut'ina Nation Shall maintain a work environment free of discrimination, and Will treat all Employees fairly and equitably.
- 13.5. Discrimination May include actions, behaviours, or decisions that result in the unfair or negative treatment of person or group related to one, or any combination of these prohibited grounds.
- 13.6. The prohibited grounds of discrimination are race, colour, national or ethnic origin, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, Disability and conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered.

### Sexual Harassment

- 13.7. Sexual Harassment is strictly prohibited by the unwanted behaviours that are sexual and gendered in nature. Sexual Harassment includes, but is not limited to the following:
  - (a) Objectionable act(s), comment(s), or display(s) that demean, belittle, or cause personal humiliation or embarrassment, and any act of intimidation or threat.
  - (b) Based on one or more prohibited grounds such as, race, Disability or religion;
  - (c) It is normally a series of incidents, but can be one severe incident that has a long-lasting impact on the individual or group;
  - (d) It can be intentional, or unintentional; and
  - (e) It is a form or workplace violence.
- 13.8. Sexual Harassment can take many forms and can target any gender, including men, woman, transgender, gender fluid and non-binary individuals. Forms of Sexual Harassment include, but are not limited to:
  - (a) Verbal: demeaning sexualized language, requests for sex, making promises or threats in return for sexual favours, repeated initiations to go out after prior refusal, persistent questions or insinuations about a person's private life, spreading gossip or rumours about a person's sexuality or sex life, insults or demeaning comment about one's gender or gender role;

- (b) Non-verbal: sexual gesture's, staring at a person or at parts of their body, treating an individual differently because they do not conform to the gender role of a job which has been traditionally occupied by another gender;
- (c) Written: sexually explicit notes or gender-based jokes, offensive e-mail or text messages, letters, or comments using social media;
- (d) Graphic: displays of sexually graphic material such as photos, posters, cartoons, emoji's, videos and gifs;
- (e) Physical: contact such as touching, poking, massages, kisses, embraces, stalking or physical or sexual assault; and
- (f) Poisoned environment: the creation or perpetuation of a workplace where Employees Must tolerate or endure generalized sexual or gender related jokes, comments, or ridicule as part of workplace culture.

### **Harassment and Bullying**

13.9. Harassment and bullying are strictly prohibited. Forms of personal harassment and bullying include, but are not limited to:

- (a) Unwelcome remarks, jokes, innuendos or taunting;
- (b) Displays of offensive images or materials;
- (c) Threatening conduct;
- (d) Gossip or slander;
- (e) Sabotage;
- (f) Workplace bullying;
- (g) Conduct involving intimidation and humiliation; and
- (h) Abuse of power.

13.10. Managerial techniques that include counseling, performance appraisals, work assignments or the implementation of disciplinary actions will not be considered a form of personal harassment on those grounds alone. This policy will not restrict a respective Supervisor or Senior Manager from performing their duties in these areas unless a complaint arises under Sections 13.5, 13.6, 13.7, 13.8 or 13.9.

### **Harassment Complaint Procedure**

13.11. An Employee that experiences or witness's discrimination, Sexual Harassment or personal harassment shall:

- (a) Make their objection known to the offender and ask them to stop, if the Employee is comfortable doing so;
- (b) Maintain a written record of the dates, times, nature of the behaviour and any witnesses; and



- (c) Make a complaint in writing to their respective Supervisor and the Human Resources Director.

- 13.12. If a complaint is reported, an independent, third party investigator Will be Appointed by the Human Resources Director or Senior Manager to oversee an investigation of the complaint. The investigator is expected to gather all relevant information related to the incident and complaint. The investigator is expected to gather all relevant information related to the incident and complaint. This May include interviews of a complaint, an accused, witnesses, and collection of other relevant material.
- 13.13. When investigating a complaint, the investigator Shall proceed free of interference, coercion, and reprisal. Records of material from an investigation Must remain confidential and held in trust by the investigator.
- 13.14. Upon completion, the investigator's findings Will be submitted in a written report to the Human Resources Director with a recommended solution for the parties involved. The Human Resources Director Shall provide an update as Required to all parties involved.
- 13.15. Until an investigation is complete and a report is provided to the Tsuut'ina Nation, no complaint Will be considered substantiated and no disciplinary action, beyond precautionary actions at the discretion of the Human Resources Director and Senior Manager, Will be taken.
- 13.16. Implementation of this policy does not prohibit an Employee from reporting an incident to the Canadian Human Rights Commission. Employees have the right to make a complaint under the *Canadian Human Rights Act* R.S.C., 1985 c. H-6 pertaining to Sexual Harassment if they feel that the situation has not been investigated or dealt with, and Will not be discussed or reprimanded for such action.

## 14 Workplace Violence

- 14.1. Workplace violence is strictly prohibited. Forms of workplace violence include acts of aggression, verbal or physical abuse, and threatening conduct, communications, and language.
- 14.2. Employees that believe a situation May escalate into violence Must bring that situation to the immediate attention of their respective Supervisor and if necessary contact Tsuut'ina Nation Tosguna Services.
- 14.3. In order to maintain workplace safety, the respective Supervisor May suspend an Employee for workplace violence allegations, either with or without pay, pending an investigation. If an investigation confirms the allegations, the Employee Will be subject to the disciplinary process up to and including termination.



## 15 Employee Resolution Procedure

- 15.1. No Employee Will be penalized, formally or informally, for initiating an incident, complaint, or grievance under the Employee Resolution Procedure.
- 15.2. All Employees Will be free from internal pressures applied by a member of the Tsuut'ina Nation Chief and Council, or any Employees of the Tsuut'ina Nation.
- 15.3. Fabrication of an incident, complaint, or grievance Will result in disciplinary action being taken against the complainant, and May include disciplinary action up to and including termination of employment.

### Incident

- 15.4. An Incident Must be disclosed to the respective Supervisor before a written statement is submitted.
- 15.5. An occurrence of Misconduct within the workplace May include and is not limited to the following:
  - (a) Misuse of Social Media;
  - (b) Verbal or physical altercations(s);
  - (c) Slander and/or bullying; or
  - (d) Other forms of Misconduct, as per the 'Professional Conduct' Section of this Policy.

### Follow-up for Incidents

- 15.6. The respective Supervisor Must respond to the incident within five (5) business days.

### Complaint

- 15.7. A complaint Must be disclosed to a respective Supervisor before a written statement is submitted that May include and is not limited to the following:
  - (a) The conditions of the workplace; or
  - (b) The conditions of work-related equipment.
- 15.8. An Employee complaint that involves a Tsuut'ina Nation Citizen, Must refer to the Enforcement and Dispute Resolution Section, as per the *Tsuut'ina Nation Accountability Code*.
- 15.9. The respective Supervisor Must respond to the complaint within five (5) business days.

### Grievance

- 15.10. A grievance is a written complaint by an Employee that is a result of a decision made by the respective Supervisor that goes against:
  - (a) The Tsuut'ina Nation Human Resources Policies and Procedures;
  - (b) The terms set out in the Employees contract and/or job description that is in effect; or
  - (c) Perceived unfair treatment.

15.11. A grievance Shall be submitted as follows:

**Step 1**

- (a) The Employee Must submit a grievance to the relevant Human Resources Representative in writing within five (5) business days of the decision of the Supervisor. The grievance must set out the decision being grieved and any information to support the grievance.
  - (b) This grievance Must include a description of the incident or issue.
  - (c) The Senior Manager Will respond in writing within five (5) business days of receiving the grievance, and Will include a reasonable timeline of when a decision Will be made.
  - (d) If the Employee wishes to further pursue the matter, they May proceed under Step 2.
- 15.12. Any Grievance submitted regarding a written or verbal warning the Senior Manager Will provide a final decision. The decision of the Senior Manager Will be the final decision with no further grievances.
- 15.13. Any Grievance submitted regarding a suspension without pay May proceed to Step 2.
- 15.14. A decision to terminate an Employee cannot be grieved.
- 15.15. Any incident, complaint, or grievance regarding the Chief Executive Officer Will be submitted to the Human Resources Director. The Tsuut'ina Nation Human Resources Department Council Representatives Will render the final decision in writing with no further grievances.

**Step 2**

- (a) The Employee has a maximum of five (5) business days to file a grievance to the Human Resources Department regarding the decision of a Supervisor or Senior Manager to suspend without pay; and
- (b) Upon receipt of the grievance, the Human Resources Department Shall convene a Human Resources Grievance Board that Shall be comprised of the following:
  - i. Respective Supervisor or Senior Manager whom is not affiliated with all parties involved, with the department or Program;
  - ii. A respective Manager that is not affiliated with all parties involved with department or Program; and
  - iii. An impartial party, such as a Peacemaker, Elder, or other person that is not affiliated with all parties involved, department or Program.
- (c) The Grievance Committee Shall be convened and render a written decision within ten (10) business days of hearing the matter and as per the Grievance Committee's Terms of Reference. If the ten (10) business day timeframe cannot be met, a response to the relevant parties Shall be provided in writing. The response and final decision cannot exceed fifteen (15) business days; and
- (d) The Grievance Committee Shall provide a briefing note with the final written decision to the Tsuut'ina Nation Chief Executive Officer; and



- (e) The decision of the Grievance Committee Shall be the final decision with no further appeal.
- 15.16. Discipline under this Section Will be used in conjunction with Progressive Discipline in Section 17, and May vary depending on the nature of the problem, its seriousness and its repetition.
- 15.17. All incidents requiring disciplinary action Must first be investigated and properly documented by the respective Supervisor taking-action.
- 15.18. Disciplinary action May be initiated based on a substantiated complaint by a person not employed by the Tsuut'ina Nation.
- 15.19. When disciplinary action is taken against an Employee, they Will be advised in writing of the reasons for such action.
- 15.20. An Employee who believes they have been improperly or excessively disciplined May file a grievance as outlined under Employee Resolution Procedures.
- 15.21. Disciplinary action, with the exception of termination, Must be the Responsibility of the respective Supervisor in consultation with the Human Resources Representative ensuring Administrative Fairness to all relevant parties.

## 16 Corrective Measures

### Verbal Coaching

- 16.1. Prior to Progressive Discipline being taken, the respective Supervisor Must provide Verbal Coaching to the Employee. The respective Supervisor is responsible to document all conversations, correspondence, and incidents relating to an Employees work performance and/or behaviours:
- (a) To be conducted in a “low key” manner privately. It is to identify a problem and identify a solution to the problem;
  - (b) This is also an opportunity to get input from the Employee about the cause of the problem and an opportunity for the Supervisor to clarify the Employees understanding of expectations concerning the situation;
  - (c) The purpose of this discussion is to alleviate any misunderstandings and clarify the direction for necessary and successful correction; and
  - (d) Human Resources is not Required at this stage, however, May be involved for advisory purposes.

### Performance Improvement Plan

- 16.2. If informal coaching fails to succeed in the improvement of performance or behavior, the direct Supervisor May develop a Performance Improvement Plan.
- 16.3. A Performance Improvement Plan can be put in place as a corrective measure at the discretion of the respective Supervisor and the Human Resources Representative, on a case by case basis.
- 16.4. A Performance Improvement Plan can be used for Employee skill development at any time during an Employees employment with Tsuut’ina Nation.
- 16.5. The respective Supervisor Must consult with the Human Resources Representative prior to release of the Performance Improvement Plan to the Employee.
- 16.6. If an Employee commits a serious offence, the termination process May be initiated immediately at the discretion of the respective Supervisor in consultation with the Human Resources Director.



## **17 Progressive Discipline**

### **Verbal Warning**

- 17.1. If a respective Supervisor has a concern about an Employees behavior, or a complaint has been brought forward and the allegations have been substantiated after an investigation, the respective Supervisor Shall issue a verbal warning, notifying the Employee of the issue and what changes Must occur.
- 17.2. The respective Supervisor Must inform the Employee that this is a formal written verbal warning, including the date and time of the conversation.

### **Written Warning**

- 17.3. If the Employee does not make satisfactory changes to their behavior following a verbal warning, a written warning letter to the Employee Will be issued.
- 17.4. If an Employee who has already received a verbal warning commits an unrelated offense, they May be given a written warning immediately without being offered another verbal warning.
- 17.5. All written warnings Must contain:
  - (a) Reference to the verbal warning, including the date and time it was given;
  - (b) An explanation of the respective Supervisor's concerns;
  - (c) A description of the Required changes; and
  - (d) A warning about the disciplinary action, up to and including termination that May result from failure to bring performance or behaviour to an acceptable level.

### **Suspension**

- 17.6. If an Employee has received a written warning and fails to correct the problem or engages in other actions subject to discipline, and the respective Supervisor has provided the Employee with reasonable opportunity to correct the problem, the next step in the disciplinary procedure is suspension without pay for a period of up to one week.
- 17.7. When an Employee has or is alleged to have committed an offense including personal harassment involving physical assault, a respective Supervisor May issue an immediate suspension without pay, pending the findings of an investigation. If the complaint is considered unfounded, salary lost as a result of suspension Will be paid to the Employee.

### **Termination**

- 17.8. If an Employee has been subject to the Progressive Discipline Section of this Policy, including a suspension and reasonable opportunity to correct the identified issues, and has failed to sufficiently improve their conduct, the respective Supervisor May initiate termination of the Employee according to the procedures for termination without cause outlined in Section 4.58.

- 17.9. If an Employees conduct is of a severity that termination for just cause is considered necessary, the respective Supervisor May initiate termination according to the procedures outlined in Section 4.65 without following the Progressive Discipline Section of this Policy.



## 18 Employee Health and Safety

- 18.1. The Tsuut'ina Nation is committed to providing a healthy and safe work environment. The Tsuut'ina Nation Will Ensure that business is conducted in a manner that is consistent with reasonable standards of health and safety, in order to protect against accidents, injuries, and illness.
- 18.2. In ensuring workplace health and safety, the Tsuut'ina Nation is guided by the following principles:
- (a) All Employees have the right to work in healthy and safe environments;
  - (b) All Employees share in the Responsibility to maintain their healthy and safe environments;
  - (c) Cooperation between management and Employees is necessary; and
  - (d) The Tsuut'ina Nation Will seek to Ensure that Employees working on behalf of the Tsuut'ina Nation do not expose themselves or the general public to harm or injury.
- 18.3. Conduct prohibited in an effort to maintain healthy and safe environments includes but is not limited to:
- (a) Operating equipment, vehicles or other machinery while impaired by drugs or alcohol;
  - (b) Failing to provide supervision or protection to others by sleeping on duty, being impaired or being absent from a post;
  - (c) Consuming, Possessing or distributing alcohol, recreational, or illegal drugs in the workplace;
  - (d) Committing an offence under the *Criminal Code of Canada* (R.S.C., 1985, c. C-46) and *Controlled Drugs and Substances Act* (S.C. 1996, c. 19) and other related Provincial and/or Federal legislation; and
  - (e) Any deliberate conduct, which endangers the safety of any Employee, client or member of the public.
- 18.4. Any prohibited behavior under Section 18.3 May result in progressive disciplinary steps, up to and including termination of employment.

### Health and Safety Responsibilities

- 18.5. To Ensure a healthy and safe work environment, the Tsuut'ina Nation Will delegate Responsibility to a Safety Officer as Required:
- (a) Management, including Senior Managers:
    - i. The respective Supervisor Must establish any worksite specific health and safety Policy for their area of Responsibility;
    - ii. Respective Supervisor Must communicate and enforce the health and safety Policy within their areas of Responsibility; and

- iii. Senior Management Must establish a Workplace Health and Safety Committee.
- (b) Workplace Health and Safety Committee:
  - i. The Committee Must Review Health and Safety Policy on a regular basis and recommend improvements as needed;
  - ii. The Committee Must Review all specific health and safety complaints raised by Employees or the general public;
  - iii. In the absence of a formal Committee, the Chief Executive Officer Shall oversee or delegate these responsibilities; and
  - iv. In the absence of Industry Specific Occupational Health and Safety Policy's, the Employee Health and Safety Section of this Policy Shall remain in effect.

### **Occupational Safety**

- 18.6. The Tsuut'ina Nation Shall Ensure that individual workplaces have adequate safeguards, procedures and training available to Employees specific to that workplace environment.
- 18.7. Each respective Supervisor is responsible for ensuring that all Employees are aware of and adhere to all additional safety procedures, policies and codes that May be in place at specific office or work sites. Some specific areas of note are described below.

### **Personal Protective Equipment (PPE)**

- 18.8. The use of Personal Protective Equipment as referenced in the Dress Code of this Policy is a basic and essential component to ensuring worker safety. The need for PPE Will depend on the nature of the work and the work site conditions. Respective Supervisor's Will Ensure that Employees are made aware of when Personal Protective Equipment is Required, and what that equipment Must include.
- 18.9. Employees Must comply with Personal Protective Equipment requirements at all times on the worksite.

### **Fire or Emergency Exit Procedures**

- 18.10. Respective Supervisors Must Ensure that their Employees are aware of emergency exit locations, fire extinguisher location and current evacuation plans.
- 18.11. The Tsuut'ina Nation Must Ensure that all emergency exits are well marked and emergency exit plans are posted on each floor of each building.
- 18.12. Respective Supervisors and Will coordinate routine drills so that all Employees can practice evacuation procedures. Modification to the procedures as a result of the drills Will be Reviewed by respective Supervisors in consultation with the Safety Officer or Tsuut'ina Nation Fire Department, Will be Implemented where appropriate, and Will be communicated to all impacted Employees.

### **Employee 'Working Alone' Check-in Procedures**

- 18.13. Employees Will not be permitted to work alone where there is an inherent risk of injury or harm.



- 18.14. If an Employee is Required to work alone, the Employee and their respective Supervisors Shall Ensure active communication of the Employees location and activities to the respective Supervisors or a designated co-worker.
- 18.15. Management May apply their best judgment in determining appropriate procedures, but should adhere to the following steps when possible:
- (a) A schedule for the Employees work should be communicated between the Employee and their respective Supervisors in advance;
  - (b) Employees who are working outside should have some means of communicating with the office such as a mobile phone or other wireless communication device;
  - (c) Upon arrival at a client's location or other outside workplace, the Employee should check-in by telephone prior to commencing work;
  - (d) A check-in should include the Employees location, a brief description of the work to be performed, the phone number they can be reached at and an estimated duration for the work to be completed;
  - (e) Upon completion of the work, the Employee should contact their respective Supervisors or a designated Employee to check-out;
  - (f) If the Employee does not check-out at the pre-determined time, the respective Supervisors or designated Employee should attempt to contact the Employee at least two times; and
  - (g) If contact cannot be made with the Employee, the respective Supervisors or designated Employee May take appropriate steps including physically checking on the Employee at their reported location, dispatching another Employee to do this, or contacting emergency services to investigate.

### **Right to Refuse Work**

- 18.16. An Employee May not refuse work if the work in question is a Required condition of their employment.
- 18.17. An Employee May not refuse work if it Will put the life, health or safety of another person in direct danger.
- 18.18. Circumstances where an Employee refuses to work May include, but is not limited to, the following:
- (a) A situation reasonably posing danger to the Employee or another Employee;
  - (b) The use of equipment, vehicles or other tools that appear defective, improperly configured or have had safety features disabled or removed;
  - (c) A lack of proper ventilation, lighting or other conditions of the worksite which May increase the risk of injury;

- (d) Work for which the Employee has not received appropriate training, including the use of equipment or vehicles the Employee is not trained or certified to operate; and the absence of proper PPE or other safety equipment at the worksite.

18.19. Workers who invoke their right to refuse work because they have reason to believe it is unsafe Will not face penalty from the Tsuut'ina Nation. If an Employee wishes to refuse to work, the following procedure Will be followed:

**Stage 1:**

- (a) If an Employee has reason to believe work or a task is unsafe, a report Will be made to the respective Supervisors immediately and in writing if possible. The report, verbal or written, Must outline the Employees specific reasons for believing the work to be unsafe:
- (b) The Respective Supervisors Shall Review the worksite in light of the Employees report to determine whether or not they agree that the work is unsafe;
- (c) If the workplace is deemed to be unsafe, the respective Supervisors Will take appropriate steps to resolve the safety concerns, during which time the Employee Will not be expected to perform the work in question. Management should also advise the Workplace Health and Safety Committee of the issue and the steps taken to resolve it; and
- (d) If Management does not agree with the Employees report, they Will communicate this to the Employee along with their reasons. If the Employee still wishes to refuse work, a formal complaint to the workplace Health and Safety Committee Must be made. *Proceed to Stage 2, if necessary.*

**Stage 2:**

- (a) If a formal complaint has been made to the Workplace Health and Safety Committee, a member of the Committee Shall investigate the situation along with the Employee and the respective Supervisors;
- (b) The workplace Health and Safety Committee Will either recommend specific steps to be taken to address the health and safety issues identified, or determine that there is no health and safety risk; and
- (c) After the Workplace Health and Safety Committee decides, the Employee May still refuse the work. In this case, the Workplace Health and Safety Committee May request a Review by a Health and Safety Officer, Appointed by the Minister of Employment, Workforce Development, and Labour. The Committee Must Ensure appropriate documentation of the Employees concerns, and communicate the prior findings of the respective Supervisors and the Committee. *Proceed to Stage 3, if necessary.*

**Stage 3:**

- (a) The Health and Safety Officer May recommend specific steps to be taken to address any health and safety issues identified, or find that there is no health and safety risk;



- (b) If the Employee wishes to appeal the Health and Safety Officer's finding, they Must do so within five (5) business days to an Appeals Officer Appointed by the Minister of Labour;
- (c) If an issue is identified, the Tsuut'ina Nation Must Implement any directions from the Health and Safety Officer; and
- (d) At this point, once any directions from the Appeals Officer are Implemented, the process is concluded and the Employee Shall return to work.

18.20. Documentation of all refusals to work Must be completed as soon as reasonably possible. Documentation for a work refusal Will include:

- (a) The name of the worker refusing the work;
- (b) The date and time of work refusal notification;
- (c) The names of the respective Supervisors;
- (d) The Employees reason(s) for refusal;
- (e) Notes and Finding's from Stages 1 and Stages 2 of the above process;
- (f) Documentation of the dates and times for work completed by a Health and Safety Officer and Appeals Officer;
- (g) Findings from the work completed by a Health and Safety Officer and Appeals Officer; and
- (h) Signatures from all affected parties.

### **Communicable Disease**

18.21. As much as is reasonably possible, the Tsuut'ina Nation Will limit Employees' exposure to communicable diseases by:

- (a) Requiring Employees who exhibit symptoms of a communicable disease while at work to leave the workplace and consult with the Health Centre or other health professionals; and
- (b) Requiring Employees with confirmed cases of communicable disease to remain away from work.

18.22. In order to prevent the spread of communicable diseases, the Tsuut'ina Nation encourages Employees to:

- (a) Practice proper hand washing, hand sanitizing, respiratory hygiene, and cough etiquette;
- (b) Stay home from work when ill with a communicable disease and return to work only after being symptom free for 24 hours;
- (c) Monitor personal health if a family or household member is ill and stay home if symptoms emerge;
- (d) Seek medical attention for persistent symptoms of illness; and
- (e) Notify their respective Supervisors if they have a confirmed case of a communicable disease diagnosed by a medical professional.

- 18.23. When advised by a Health Centre or Health Canada to do so, the Tsuut'ina Nation Will notify Employees of a potential exposure to a communicable disease, but under no circumstance Will the Tsuut'ina Nation divulge the identity of any individual with a confirmed case of a communicable disease.
- 18.24. The Tsuut'ina Nation Will begin emergency notification, quarantine or other procedures as advised by the Health Centre or Health Canada in the case of a confirmed outbreak of communicable disease to prevent the spread of the disease.

### **Accident Involving Injury**

- 18.25. In the event of an accident involving injury, Employees should report the incident to their respective Supervisors.
- 18.26. For Minor accidents, which do not require EMS or attention from a medical professional, the Employee involved in the accident Must document the incident in writing Must sign the document, and the respective Supervisor Will sign, which Will be confidential and Must contain:
- (a) The date of the report;
  - (b) The method of reporting;
  - (c) The date, time and place of the event;
  - (d) Relevant personal details of those involved; and
  - (e) A brief description of the nature of the event.
- 18.27. In the event of an accident involving serious injury requiring medical attention or causing death, the incident Must be reported to the Tsuut'ina Nation Emergency Services.

### **Scent-Free Workplace**

- 18.28. Scented products May be harmful to those with allergies, environmental sensitivity, chronic heart, or lung disease.
- 18.29. Individuals with sensitivity to scents are encouraged to report their sensitivity, in writing to their respective Supervisors. After receiving written notification of sensitivity, the respective Supervisors, in consultation with the Human Resources Director, Shall take steps to initiate a scent-free work place. This plan May include:
- (a) Advising all Employees in the workplace of the issue, without revealing the identity of the sensitive individual, and requiring the use of scent-free products;
  - (b) Providing information to Employees and respective Supervisors on what products May contain problematic chemicals or scents, and what alternatives are available; and
  - (c) Advising cleaning staff of the sensitivity, without revealing the identity of the sensitive individual, and requiring their use of scent-free products.
- 18.30. In addition, to the extent possible, the following areas Shall remain scent-free:
- (a) Fire and emergency escape routes;



- (b) Common use areas such as elevators, hallways, stairwells, lobbies, waiting rooms, reception areas, and rest rooms; and
- (c) Conference rooms.

### **Employee Assistance**

- 18.31. The Tsuut'ina Nation recognizes the importance of a healthy mind, body and spirit for its Employees.
- 18.32. Employee assistance is available to help an Employee with personal problems that May negatively affect job performance or their health.
- 18.33. Employees suffering from personal problems are urged to seek assistance through this policy by bringing a problem to the attention of their respective Supervisors, Senior Manager, or the Human Resources Representative.
- 18.34. Where an Employee has voluntarily sought assistance, all reasonable steps Will be taken to assist the Employee. Their employment with the Tsuut'ina Nation Will not be jeopardized should the Employee voluntarily seek assistance under this policy.
- 18.35. Where absence from work is Required to seek assistance, the absence May be recorded as sick leave or Disability leave if applicable.
- 18.36. Any matter discussed under Employee assistance Will be strictly confidential.

### **Mental Health Day**

- 18.37. A mental health day is a paid day off at an Employees regular Rate of Pay that May be granted for activities related to:
- (a) Diffusing stressful situations;
  - (b) Stress management; and
  - (c) Capacity development in the area of wellness and mental health.
- 18.38. A mental health day May Only be granted with written Approval of a respective Supervisor.
- 18.39. One mental health day May:
- (a) Only be used once per quarter; and
  - (b) Must be documented and recorded by the Respected Supervisor.
- 18.40. Mental Health days Will not be carried forward or paid out if not used in the quarter and Must not be abused in anyway.

## 19 Amendment

### **Amendment Requirements and Procedures**

- 19.1. The Tsuut'ina Nation Chief and Council Shall Approve or amend this Policy through the Tsuut'ina Nation Legislative Process.
- 19.2. The Human Resources Director Shall make recommendations to amend this Policy through the Tsuut'ina Nation Legislative Process to Ensure that policies and procedures reflect the current state of the Tsuut'ina Nation its Boards, Committees, Programs, Companies, and Management structure.



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# Human Resources Policies and Procedures Appendix

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## A. Tsuut'ina Nation – Business and Companies

### A.1. Tsuut'ina Nation Business and Companies Chart:

1972654 ALBERTA LTD.	SGPLP MANAGEMENT LTD.	TSUUT'INA CASINO HOLDINGS CORPORATION	TSUUT'INA GAMING CORPORATION	TSUUT'INA HOLDINGS GP LTD.	TSUUT'INA MANAGEMENT LTD.	TSUUT'INA OIL AND GAS RESOURCES LTD.	TSUUT'INA XANI NISK'A LTD.
DIT'ONIK'ODZA LIMITED PARTNERSHIP.	SARCEE DEVELOPMENTS LTD.	TSUUT'INA CATTLE COMPANY	TSUUT'INA GOLF AND COUNTRY CLUB LIMITED PARTNERSHIP	TSUUT'INA HOLDINGS CORPORATION LTD.	TSUUT'INA MECHANICAL SERVICES LIMITED PARTNERSHIP	TSUUT'INA PROPERTY MANAGEMENT CO. LTD.	WOLF'S FLAT ORDNANCE DISPOSAL CORPORATION
DIT'ONIK'ODZA CHARITIES LTD.	TSUUT'INA BUSINESS PARK LIMITED PARTNERSHIP	TSUUT'INA CONTRACTING LIMITED PARTNERSHIP	TSUUT'INA GOLF AND COUNTRY CLUB GP INC.	TSUUT'INA HOSPITALITY LIMITED PARTNERSHIP	TSUUT'INA MECHANICAL SERVICES GP INC.	TSUUT'INA REDWOOD MEADOWS LIMITED PARTNERSHIP	GUJA NATS'IYINI'HI FIRST NATION DEVELOPMENT FUND
TSUUT'INA BUSINESS PARK GP INC.	TSUUT'INA CONTRACTING GP INC.	TSUUT'INA GOLF AND COUNTRY CLUB	TSUUT'INA HOSPITALITY GP INC.	TSUUT'INA MECHANICAL SERVICES LTD.	TSUUT'INA REDWOOD DEVELOPMENT CO. LTD.	SARCEE GRAVEL PRODUCTS LIMITED PARTNERSHIP	TSUUT'INA BUSINESS PARK CO. LTD.
TSUUT'INA ENERGY CORPORATION	TSUUT'INA HIGHWAY CORPORATION	TSUUT'INA LAND DEVELOPMENT LIMITED PARTNERSHIP	TSUUT'INA MUSEUM ASSOCIATION	TSUUT'INA REDWOOD DEVELOPMENT GP INC.	SARCEE GRAVEL PRODUCTS LTD.	TSUUT'INA CASINO HOLDINGS LIMITED PARTNERSHIP	TSUUT'INA GAMING LIMITED PARTNERSHIP
TSUUT'INA HOLDINGS LIMITED PARTNERSHIP	TSUUT'INA LAND DEVELOPMENT GP INC.	TSUUT'INA NATION COMMUNITY ASSOCIATION	TSUUT'INA UTILITY CORPORATION				



### TSUUT'INA NATION ORGANIZATIONAL CHART

APPROVED  
JAN 22 2020

### APPENDIX "A" PROPOSED TSUUT'INA NATION BUSINESS & COMPANIES

## B. Tsuut'ina Nation – Boards and Committees

### B.1. Tsuut'ina Nation Boards and Committees Chart:

<b>CHILD AND FAMILY SERVICES SOCIETY BOARD</b> <b>DIRECTORS</b> Ivonne Crane (C) Bobby Buffalo Big Plume Melissa Cubille Larry Runner Tony Heavens Finance Rep- Kaitlyn Nagis <b>COUNCIL REPRESENTATIVES</b> Leon Littlelight Paula Big Plume <b>ED</b> Job Two Guns <b>DIRECTOR</b> Marcia Haffa	<b>CITIZENSHIP TRIBUNAL BOARD</b> <b>MEMBERS</b> Cara Big Plume (C) Ryan Whitney (VC) Gloria Runner (E/S) Dorothy Runner (E/S) Ernie Starlight (E/S) George V. Onepot (E/S) Sammy Simon (E) James Crowchild Crystal Marywounds Virgil Jacobs Yulanda Jacobs (6 Vacant Positions) <b>ED</b> Vanessa Eaglest <b>CITIZEN REGISTRAR</b> Theresa Big Plume	<b>CITIZENSHIP EVALUATION BOARD</b> <b>MEMBERS</b> Charles Crowchild (C/S) Gerald Maguina (E/S) Yulda Starlight (E/S) Tashan Crowchild Kasha Many Horses (E/S) Shyanne Big Plume Betty Big Plume Larson Starlight <b>ED</b> Vanessa Eaglest <b>CITIZEN REGISTRAR</b> Theresa Big Plume	<b>DIT'ONIK'ODZA CHARITY BOARD</b> <b>BOARD MEMBERS</b> Diana Whitney (P) Nadine Crowchild (VP) Ted Crowchild (I) Tammy Dodginghose Sharlene Big Plume	<b>EDUCATION BOARD HEADSTART</b> <b>TRUSTEES</b> Steven Crowchild (CC/NN) Kelsey Big Plume (CC/NN) Kevin Littlelight Jennifer Big Crow Ansha Crowchild John Whitney Virginia Crowchild (E) Audra Simons <b>ED</b> Monica Onepot <b>DIRECTOR</b> Val McDougall CC	<b>TREASURY BOARD</b> <b>COUNCIL REP</b> Kelsey Big Plume Lyle Dodginghose Paula Big Plume Ernest Crowchild Steven Crowchild <b>MEMBERS</b> Carol Godfredson Paddy Big Plume Jane Starlight Tonya Crowchild <b>ED</b> Vincent Andrew	<b>TOSGUNA COMMISSION</b> <b>MEMBERS</b> Stanley Big Plume Ernest Crowchild Yelid Maguina (C) Frances Littlelight Anthony Starlight Hanna Big Crow <b>CEO</b> Jerry Simon <b>POLICE CHIEF</b> Keith Blake	<b>GAMING &amp; HOSPITALITY &amp; ENTERTAINMENT BOARD</b> <b>DIRECTORS</b> Brent Dodginghose (C) Ernest Crowchild Elroy Starlight Vincent Crowchild Leon Littlelight Stanley Big Plume
<b>LANGUAGE &amp; CULTURAL COMMITTEE</b> <b>MEMBERS</b> Darla Crowchild (CC) Don Dodginghose (Chair) Kasha Many Horses Elnora Crow Burnice Starlight Gerald Maguina Paddy Crowchild Alan Crowchild <b>COUNCIL REPRESENTATIVES</b> Ernest Crowchild Stanley Big Plume <b>ED</b> Monica Onepot <b>DIRECTOR</b> Jackie Crane Starlight <b>LANGUAGE COMMISSIONER</b> Bura Starlight	<b>BUSINESS BOARD</b> <b>MEMBERS</b> Andy Onepot SR Boris Rader Jim Rader <b>TRUSTEE</b> Tanya Starlight	<b>PROCUREMENT BOARD</b> <b>MEMBERS</b> Jerry Simon Leslie Wells Starlight Vincent Andrew 3 Executive Directors <b>ED</b> Vincent Andrew	<b>COMBATIVE SPORTS COMMISSION</b> <b>MEMBERS</b> Members at Large (3) Tsuut'ina Nation Designated by CEO (1) JPV Kevin Littlelight	<b>GUJA NATS-IYINI</b> <b>MEMBERS</b> No Members	<b>TAZA BOARD OF DIRECTORS</b> <b>UNDER DEVELOPMENT</b> <b>MEMBERS</b> Chief or Council Member (2) Lyle Dodginghose Brent Dodginghose <b>Executive Director (2)</b> (VP) Bryce Starlight	<b>SPORTSPLEX</b> <b>UNDER DEVELOPMENT</b> <b>MEMBERS</b> Leon Littlelight Stanley Big Plume Brent Dodginghose Elroy Starlight Shay Runner Corrie Eaglest <b>Executive Director</b> Kevin Starlight	<b>LIQUOR CONTROL BOARD</b> <b>MEMBERS</b> Chief or Designate (1) Members at Large (4)
<b>LEGEND</b> <b>RED</b> = Governing <b>BLUE</b> = Administrator <b>C</b> = Chair Person <b>CC</b> = Co Chair <b>VC</b> = Vice-Chair Person <b>S</b> = Secretary <b>E/S</b> = Elder/Speaker <b>V</b> = Voting * Chief Ex-Officio				<b>HR TRUSTEE COMMITTEE</b> <b>MEMBERS</b> Chief or Council Members Steven Crowchild Kelsey Big Plume Stanley Big Plume Shay Runner	<b>LAND BOARD</b> <b>UNDER DEVELOPMENT</b> <b>MEMBERS</b> Chief or Council Member (2) Vincent Crowchild Lyle Dodginghose <b>Executive Director (2)</b> Tannis Onepot	<b>RESIDENCY APPEALS PANEL</b> <b>UNDER DEVELOPMENT</b> <b>MEMBERS</b> Chief or Council Member (1) Executive Director (1)	<b>RESIDENCY TRIBUNAL</b> <b>UNDER DEVELOPMENT</b> <b>MEMBERS</b> Peacekeepers (2) Elder (1)



TSUUT'INA NATION  
ORGANIZATIONAL  
**CHART**

APPROVED  
JAN 22 2020

## APPENDIX "B" TSUUT'INA NATION BOARDS & COMMITTEES



## C. Tsuut'ina Nation Projects – Organizational Structure

### C.1. Tsuut'ina Nation Projects Chart:



## APPENDIX "C"

### TSUUT'INA NATION PROJECTS

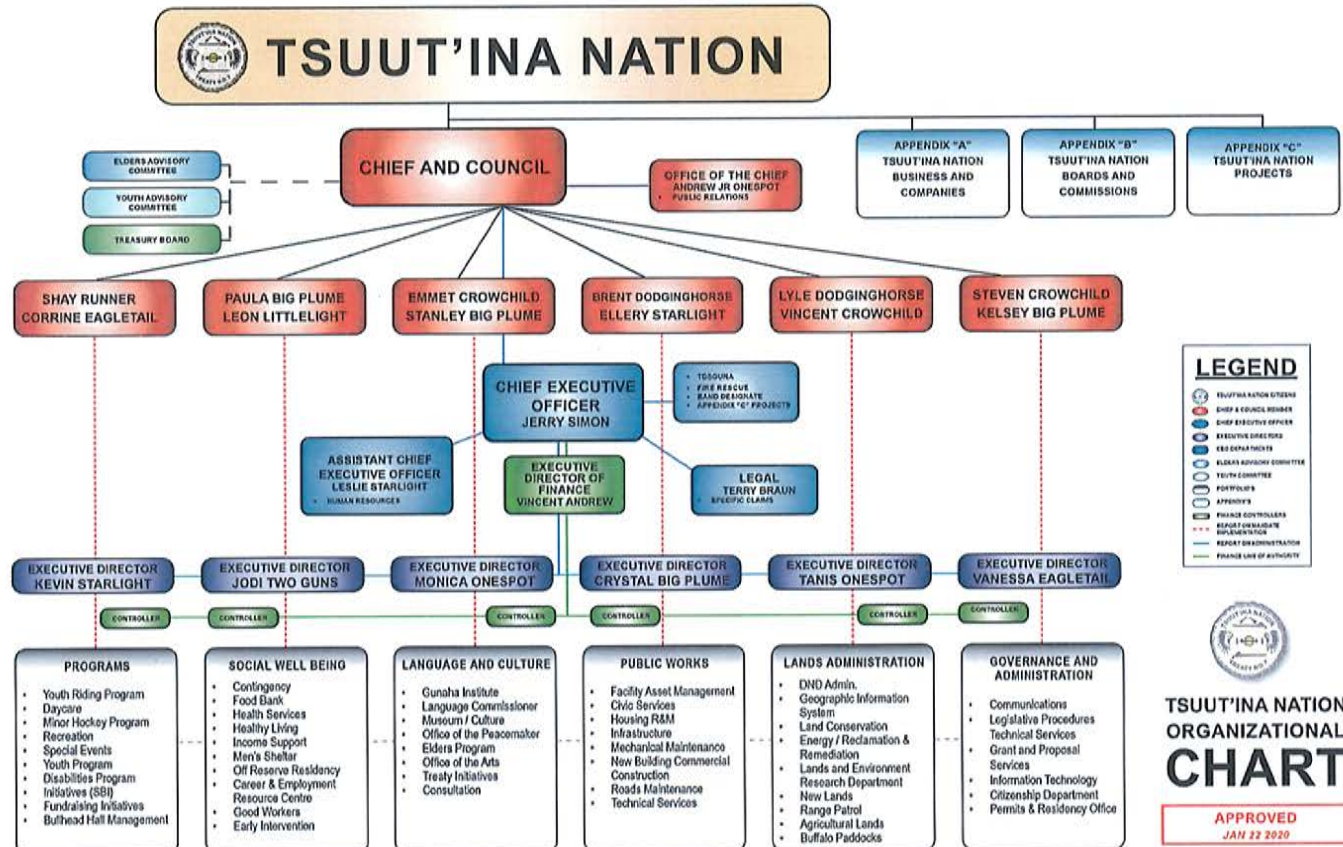


### TSUUT'INA NATION ORGANIZATIONAL CHART

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JAN 22 2020

## D. Tsuut'ina Nation – Organizational Structure

### D.1. Tsuut'ina Nation Organizational Chart:





**E. Employee Status and Classification Chart:**

<b>Full-time Employees</b>	<ul style="list-style-type: none"> <li>(a) Have defined days and hours to work set by their operating unit and are expected to maintain at least the standard full-time hours of their operating unit;</li> <li>(b) Full-time positions are hired through an open competition;</li> <li>(c) Full-time employment May either be indefinite or on a fixed term contract; and</li> <li>(d) Are eligible for full Benefits and pension.</li> </ul>
<b>Part-time Employees</b>	<ul style="list-style-type: none"> <li>(a) Employees who are hired on an ongoing basis and have defined days and hours of work, but a minimum of 21 hours per week and a maximum of 28 hours per week for their operating unit;</li> <li>(b) Part-time positions are hired through an open competition;</li> <li>(c) Part-time employment May either be indefinite or on a fixed term contract;</li> <li>(d) On-Call are not part-time Employees; and</li> <li>(e) Are eligible for Benefits and pension if the Employee meets the providers criteria.</li> </ul>
<b>On-Call Employees</b>	<ul style="list-style-type: none"> <li>(a) On-Call Employees are not permanent full-time or part-time Employees of the Nation;</li> <li>(b) Due to the nature of their employment On-Call Employees: <ul style="list-style-type: none"> <li>i. Shall work on an as needed basis;</li> <li>ii. May be called in to work on a short Notice period;</li> <li>iii. Will have an uncertain work schedule;</li> </ul> </li> <li>(c) On-Call Employees Shall not have a contract that exceeds a period of twelve (12) months;</li> <li>(d) Due to the urgency of operational need, individuals hired as on-call Employees Will not be Required to go through an open competition hiring process; and</li> <li>(e) Are not eligible for Employee Leaves, Benefits and Pension.</li> </ul>
<b>Short-term Employees</b>	<ul style="list-style-type: none"> <li>(a) Can work up to a maximum of the full-time hours of the operating unit.</li> <li>(b) Can only work overtime hours if pre-approved in writing by the direct Senior Manager or respective Supervisors.</li> <li>(c) On a maximum ninety (90) day term contract, and can be renewed for up to an additional ninety (90) days in Exceptional Circumstances, as approved by the respective Supervisors.</li> <li>(d) Are not eligible for Employee leaves, Benefits and pension.</li> </ul>

## **F. Sexual Harassment Complaint Procedure**

### **Internal Procedures**

- F.1. Sexual Harassment can be addressed through informal or formal procedures within the workplace. The complainant should be informed of all procedures available. The choice of procedure is personal and the complainant should not be encouraged or coerced to choose an informal procedure if a more formal one is preferred.
- F.2. Throughout the complaint process, complainants have the right to be accompanied by a person of their choice, including a union or professional representative. The complainant should also have the option of having someone of the same gender dealing with the matter on behalf of the Employer.

### **Privacy and Confidentiality**

- F.3. Any and all informal procedures are voluntary and confidential.

### **Informal Options**

- F.4. At any time during an informal procedure, the complainant May decide to undertake the formal procedure instead.
  - (a) On occasion, Sexual Harassment can be dealt with by the complainant confronting the alleged harasser directly and giving a clear message that their attention or actions are unwelcome. However, Tsuut'ina Nation recognizes that there May be many factors that make a direct request like this inappropriate or impossible. Confrontation is not a pre-requisite to making a Sexual Harassment complaint under this policy; and
  - (b) If the situation is not resolved, the complainant should inform their immediate supervisor or any person in management with whom they feel comfortable. Where the supervisor is the alleged harasser or is perceived to be closely associated with the alleged harasser, the following person should be contacted: The Human Resources Director.
- F.5. The supervisor, member of the management team or The Human Resources Director Will discuss the situation with the alleged harasser with the goal of finding a mutually agreeable solution for the parties in a timely manner:
  - (a) Informal procedures could also include mediation or alternative dispute resolution.
- F.6. If mediation or alternative dispute resolution is undertaken, the parties should agree on the choice of an impartial go-between. In some situations, this means the Tsuut'ina Nation Will hire an outside consultant with the appropriate expertise and experience.
- F.7. At all times, both the complainant and the alleged harasser have the right to be accompanied and assisted by a person of their choice, providing this person is not also part of the investigation (such as a witness).



**Formal****F.8. Filing a Complaint:**

- (a) Employees who believe that they have been subjected to Sexual Harassment May file a formal complaint by contacting their immediate supervisor or any person in management with whom they feel comfortable. Where the supervisor is the alleged harasser or is perceived to be closely associated with the harasser, the following person should be contacted: Human Resources Director.
- (b) At this stage, the complainant should provide a written complaint and be prepared to provide details about the incident(s), including details about when and where they occurred; how often and who else was present; and the physical or psychological impacts of the harassment;
- (c) Complainants are urged to report any Sexual Harassment promptly after it occurs. However, because **Tsuut'ina Nation** recognizes the emotional impact of Sexual Harassment on a complainant, delays in reporting May not automatically preclude **Tsuut'ina Nation** from taking-action in a given situation-;
- (d) The Human Resources Director Will advise the alleged harasser that a complaint has been filed against them. This Will be done in writing with a description of the allegations-; and
- (e) Every effort Will be made to address complaints within seven (7) days. If this is not possible, The Human Resources Director Will advise the parties of the reasons why this is not possible.

**Investigation**

- F.9. Investigations May arise from a complaint, or May be undertaken by the Employer based on reasonable information that has come to their attention, even in the absence of a complaint.
- F.10. All investigations Will be handled by a person who has the necessary training and experience. The investigator Must be an impartial person and Must not have been involved in the informal resolution process. An investigator from outside the organization May be hired to investigate, when appropriate, for instance, where there May be a real or perceived conflict of interest.
- F.11. The investigator Will examine documents, e-mails, text messages, videos or other related evidence that May exist. The investigator Will also interview the complainant, the respondent and any witnesses that have been identified. All people who are interviewed Will have the right to Review their statements and make corrections as recorded by the investigator, to Ensure their accuracy.
- F.12. Throughout the investigation process, the investigator Will assess all the evidence in order to conclude whether a reasonable person of the same gender, placed in the complainant's position, would have felt that the respondent's behavior constituted Sexual Harassment.
- F.13. The investigator Will prepare a report that Will include:
  - (a) a description of the allegations;
  - (b) a response from the respondent;

- (c) a description and summary of any evidence (emails, texts, etc.);
  - (d) a summary of statements from witnesses (if applicable); and,
  - (e) a conclusion on whether or not Sexual Harassment occurred.
- F.14. This report Will be submitted to the Human Resources Director. Both parties to the complaint Will be given a copy of the investigation report.
- F.15. If the investigator concludes that Sexual Harassment occurred, it Will be deemed a substantiated complaint.
- F.16. Whether substantiated or not, **Tsuut'ina Nation's** responsibilities do not end with the conclusion of the investigation.
- F.17. Substantiated Complaints:
- (a) If the complaint is substantiated, the Human Resources Director Will decide what action is appropriate.
  - (b) Remedies for the complainant May include: an oral or written apology; compensation for lost wages; compensation for any lost employment Benefits such as sick leave; compensation for loss of dignity and hurt feelings; and job accommodation, for example making a change in the reporting relationship, or any other appropriate remedies.
  - (c) Corrective or disciplinary measures for the respondent May include: a reprimand; a suspension; training sessions; a transfer; a demotion; dismissal and/or any other appropriate measures. Where appropriate, the police May be notified.
  - (d) A record of the complaint, the investigation report and the disciplinary measures issued Will remain on the respondent's personnel file for a duration that corresponds with the seriousness of the behavior, ranging from one year to the duration of their employment at **Tsuut'ina Nation**.
- F.18. Unsubstantiated Complaint:
- (a) An unsubstantiated complaint is not the same as a bad faith allegation. It merely means that there isn't enough evidence, on the balance of probabilities, to conclude that harassment took place.
  - (b) Unsubstantiated complaints May reveal other sources of conflict which still require attention in the workplace.
  - (c) If there is insufficient evidence to support an allegation of harassment, the investigator Will close the file and a record of the unsubstantiated complaint Will be kept in both the complainant and respondent's personnel records for up to [specify the time period].
  - (d) The Human Resources Director Will schedule follow up discussions with both parties and is responsible for leading efforts to restore and maintain a healthy workplace.
- F.19. Complaints made in bad faith:
- (a) Bad faith complaints are rare. In the event that the investigator concludes that the complaint was made in bad faith, (deliberately and maliciously filed knowing it had no



basis), the complainant May be subject to the disciplinary measures mentioned above under Section III: Substantiated Complaints.

- (b) Complaints of Sexual Harassment made in bad faith May themselves constitute harassment or discrimination. If a complaint is deemed to have been made in bad faith, a record of the incident Will be kept on the complainant's file for a duration that corresponds with the seriousness of the incident.

**F.20. Follow-up:**

- (a) Regardless of which approach is used to address the alleged behavior and regardless of the outcome following an investigation, the Human Resources Director Will take additional measures within the workplace. These measures include:
  - i. Monitoring the status of the parties and the work unit to Ensure a healthy and productive work environment is restored and maintained;
  - ii. Ensuring that remedies and accommodations are effectively Implemented and adjustments are made if Required; and,
  - iii. Ensuring that any corrective or disciplinary measures decided upon have been diligently Implemented and recorded.

**Appeal**

- F.21. The complainant or respondent to a complaint May appeal the internal decision to the Chief Executive Officer within seven (7) days. An appeal decision Will be issued within seven (7) days of receipt by the Chief Executive Officer.

**Retaliation**

- 19.3. Retaliation or threatening retaliation is a serious disciplinary breach. Anyone who retaliates in any way against a person who has come forward with a complaint of Sexual Harassment, given evidence in a harassment investigation, or investigated a Sexual Harassment complaint, Will be subject to disciplinary action including dismissal.
- 19.4. Where retaliation is reported, the Human Resources Director Will promptly act.

## 20 Chief and Council Signatory Page

THIS POLICIES AND PROCEDURES IS HEREBY made at this duly convened meeting of the Tsuut'ina Nation Chief and Council of the Tsuut'ina Nation this 18<sup>th</sup> day of May, 2019 by Nation Council Resolution.

Voting in favour of the Human Resources Policies and Procedures, as evidenced by signatures, are the following members of the Tsuut'ina Nation Chief and Council:



Tsuut'ina Nation Chief



Member of Tsuut'ina Nation Council



Member of Tsuut'ina Nation Council



Member of Tsuut'ina Nation Council



Member of Tsuut'ina Nation Council

Member of Tsuut'ina Nation Council

Member of Tsuut'ina Nation Council



Member of Tsuut'ina Nation Council



Member of Tsuut'ina Nation Council



Member of Tsuut'ina Nation Council



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