



Human Resources Manual

Amended Version Approved by Chief and Council: March 26, 2019

Table of Contents

1.	Purpose of the Human Resources Manual	_____
	7	
2.	Human Resources Manual	_____
	7	
	Short Title	_____
	7	
	Definitions	_____
	7	
3.	Management of AFN	_____
	10	
	Employee's Roles and Responsibilities	_____
	10	
4.	AFN Organizational Chart	_____
	12	
5.	Code of Conduct & Code of Ethics	_____
	14	
	Responsibilities	_____
	17	
	Procedures	_____
	18	
6.	Statement of Employee & Employer Rights	_____
	19	
7.	Employee Recruitment	_____
	19	
8.	New Employee Offer and Orientation	_____
	23	
	i. Letter of Offer	_____
	23	
	ii. Employee Orientation	_____
	24	
	iii. Employee Deductions	_____
	24	
9.	HR Records Management	_____
	24	
10.	Job Descriptions and Probation	_____
	26	
	i. Job Descriptions	_____
	26	
	ii. Probation Period	_____
	27	
11.	Employee Regulations and Hours of Work	_____
	27	

i.	Employee Hours of Work	27
ii.	Band Offices Hours of Operation	28
iii.	Absence or Lateness	28
iv.	Overtime	29
v.	Severe Weather and Emergency Closing of AFN	29
12.	Wages, Salaries, Payday and Benefits	30
i.	Annual Wages and Salaries	30
ii.	Pay Days and Submission of Time Sheets	30
iii.	Pension	30
iv.	Weekly Payroll	30
v.	Payroll Deductions	31
vi.	AFN Benefits	31
13.	Salary Adjustments	31
14.	Travel	31
15.	Holidays	32
16.	Vacation Leave	33
i.	Annual Vacation Leave	33
ii.	Additional Vacation Leave for AFN Employees	34
iii.	Illness during Vacation	35
iv.	Apprenticeship Employee Vacation Leave Entitlement	35
17.	Sick Leave	36
i.	Sick Leave for On-going Full-time Employees	36
ii.	Return to Work after Serious Injury or Illness	37

iii.	Short and Long –Term Sick Leave _____	
	37	
18.	<i>Special Leave</i> _____	
	37	
i.	Bereavement Leave for On-going Full-time Employees _____	
	37	
ii.	Maternity Leave _____	
	38	
iii.	Parental Leave following Pregnancy Leave _____	
	39	
iv.	Adoption Leave _____	
	39	
v.	Parental Leave _____	
	40	
vi.	Compassionate Care Leave – Without Pay _____	
	40	
vii.	Leave to Perform Grand Council Functions _____	
	41	
viii.	Special Leave without Pay When Benefits Are Exhausted _____	
	41	
ix.	Elections _____	
	41	
x.	Jury Duty _____	
	41	
xi.	Medical and Dental Appointments _____	
	41	
xii.	Educational Leave _____	
	42	
xiii.	Training and Professional Development Leave _____	
	42	
xiv.	Business Seminars, Conferences, Committee Meetings _____	
	43	
19.	<i>Resignation, Layoff and Retirement</i> _____	
	43	
i.	Resignation _____	
	43	
ii.	Termination of Employment Due to Layoffs _____	
	44	
iii.	Termination _____	
	44	
iv.	Retirement _____	
	45	
20.	<i>Performance Evaluation & Planning</i> _____	
	45	
i.	Performance Evaluation Purpose _____	
	47	

ii.	Timing of Performance Evaluations	_____
	48	
iii.	Completion of Evaluations	_____
	48	
iv.	Benefits to Employee	_____
	48	
21.	Workplace Professionalism and General Policies	_____
	50	
i.	Dress Code	_____
	50	
ii.	Scent-Free Workplace	_____
	51	
iii.	Smoking Policy	_____
	51	
iv.	Telephone, Mail and Fax Policy	_____
	51	
v.	Cellular Phone Use	_____
	51	
vi.	Software Access and Update Procedure	_____
	52	
vii.	Internet and Email Use	_____
	52	
viii.	Emails and Internet Sites that Discriminate	_____
	54	
ix.	AFN Owns Employee Email	_____
	54	
22.	Office Master Keys and Security Code	_____
	54	
23.	Care and Use of AFN Property and Equipment	_____
	54	
i.	Restricted Areas and Building Security	_____
	55	
ii.	Use of Vehicles for Work and During Work Hours	_____
	55	
24.	Political Activity and Voting	_____
	56	
i.	Running for Office	_____
	56	
ii.	Employees Running for Band Council	_____
	57	
25.	Discipline & Dismissals	_____
	57	
26.	Reporting of Breaches and Financial Irregularities	_____
	63	
Appendix A		_____
69		

Acadia First Nation Administration Organizational Chart	69
Appendix B	70
Code of Conduct Declaration	70
Employee Confidentiality Agreement (ECA)	71
Appendix C	75
Performance Review Form	75
Annual Goals and Developmental Plan	79
Appendix D	81
Orientation Checklist	81
Appendix E	84
Acknowledgement Agreement	84
Appendix F	85
Record of Additions, Deletions and Amendments	85
Appendix G	88
Job Description Template	88
APPENDIX H	92
<i>Covering Letter from Human Resources Manager to the Employee</i>	92
Appendix I	96
Acknowledgement and Agreement Regarding the Reporting of Breaches and Financial Irregularities	96

1. Purpose of the Human Resources Manual

The purpose of this Human Resources Manual (the “HR Manual”) is to provide employees with essential information regarding recruitment, training, performance review and compensation, while also covering areas such as working conditions, health and safety. All employees are expected to become familiar with the contents of this HR Manual as it is an essential part of helping the employee know what is expected of them, with respect to standards of behaviour and performance.

AFN prides itself on being an employer who provides a rewarding and challenging work environment. AFN supports the development of its employees to achieve both the goals of AFN as well as your professional goals. Should an employee have any questions regarding any aspects of this HR Manual, the employee should discuss them with their Manager or the Human Resources Manager.

2. Human Resources Manual

Short Title

This policy may be cited as the “HR Manual”.

This policy refers to and is applicable to all employees working for AFN which includes all managers and staff (non-manager), full-time and part-time, ongoing (permanent) and temporary (term) employees, but does not include AFN Gaming Operations employees. This HR Manual replaces all previous Human Resource policies.

Definitions

“AFN” means the Acadia First Nation, an Indian Band in accordance with s. 2 of the *Indian Act*.

“AFN Gaming Operation means retail and gaming operations for subsidiaries of the First Nation.

“Anniversary Date” means the annual day from the first day an employee reports to work. An employee’s Anniversary Date is used to determine various benefits as described in this HR Manual.

“Band Manager” means an employee who holds the position of Band Manager and is responsible for providing overall leadership and strategic advice to the AFN Chief and Council on all aspects of the management of AFN. The Band Manager oversees the development, implementation and evaluation of policies, programs, projects and financial affairs of AFN.

“Banked time” refers to work performed in excess of the employee’s regularly scheduled hours of work which is to be pre-approved by the employee’s Manager.

“Chief Financial Officer” means the individual who holds the position of Chief Financial Officer and is responsible for leadership and management in budget development, financial planning and record-keeping, and reports directly to the Chief and Council and the Band Manager on the budget and expenditures.

“Coordinator” means a person who holds the position of Coordinator and is responsible for implementing/delivering a program/service/project according to policy, program or protocol. Team leads may report to a Coordinator.

“Council” means the Chief and Councilors of the AFN elected pursuant to the election process as set out in the *Indian Act*.”

“Director” means the person who holds the position of Director for a specific program or department of Acadia and who oversees, administers and evaluates the program or department for the AFN. All Directors report to the Band Manager.

“Employee” means a person hired by AFN, and includes permanent employees, part-time permanent employees, probationary employees, and term employees as defined herein. Employee does not include independent contractors hired by AFN but does include the Band Manager and management staff. Students doing placements or work terms, who are not paid by AFN, are not considered employees of AFN.

“Employer” means AFN.

“Fiscal Period” means the fiscal period of AFN, that is, the period commencing on April 1st of a calendar year to and including March 31st of the following calendar year.

“Full-time employee” is an employee who normally works thirty or more hours per week.

“Human Resources Manager” means the individual who holds the position of Human Resource Manager and is responsible for the coordination and provision of human resources for AFN. The Human Resources Manager works closely with the Band Manager, the Department Directors and the Human Resources Committee.

“Human Resources file” means the employee file created for each employee that is held by the Human Resources Manager. The records contained in the Human Resources file will be held in confidence and will include all human resources information on each employee, including performance management documentation.

“Immediate Family” means an employee’s spouse (including common-law), parent, child, sibling, grandparent, grandchildren, step-children, step-siblings, step-parents, or step-grandparents, foster parents, foster siblings, foster children, or foster grandparents, and an employee’s spouse’s immediate family.

“Independent Contractor” means an individual or company that has been retained by AFN to deliver specific services. Independent Contractors are not employees and are not covered by this HR Policy. Independent Contractors are required to pay their own Workers’ Compensation contributions and other insurance coverage premiums, when providing services.

“Job Description” means a written outline of the essential duties and functions as well as performance measures expected of an employee and against which the employee will be evaluated.

“Just Cause” means, but is not limited to the following: willful misconduct, theft, insubordination, neglect of duty, or continued unsatisfactory performance.

“Leave of Absence” means absence from work with permission.

“Line of Authority” means the flow of authority between AFN employees, as identified in the AFN Organizational Chart.

“Manager” means a person who holds the position of Manager and is in charge of a specific area within a business unit of AFN.

“Nation” means the AFN.

“Ongoing employee” is an employee hired by the AFN in a regular position whose appointment is continuous from year to year. Ongoing employees are eligible for paid benefits.

“Overtime” is time worked in excess of 48 hours per week. This definition of overtime does not apply to seasonal employees who may have a different work schedule. i.e., Sea Captains Management team members are not eligible for overtime or banked time.

“Partner or Partners” are those who represent themselves to the public as spouses.

“Part-time employee” is an employee who is normally scheduled to work less than a 30-hour week.

“Probationary employee” means a person who has been newly hired for a permanent or term position or who has been promoted to a position of higher pay and responsibility, and who has not completed the initial probationary period of 6 months. In some instances, the employer may extend the probationary period for

one or more additional periods of time for new or recently promoted employees, if required to further assess whether the employee should be confirmed as a permanent employee.

“Service” means the total accumulated continuous months of full-time or part-time paid employment.

“Spouses” include (a) married partners, or (b) partners who have cohabited as husband and wife for the immediately preceding continuous one-year period.

“Shift Work” means a work schedule that utilizes 24 hours a day and, occasionally, 7 days a week.

“Short-term Sick Leave” means a time period of less than three (3) months where an employee has been absent from work and provided leave due to illness.

“Suspension” is disciplinary action which may be with or without pay.

“Term/Casual employee” is an employee hired by AFN for a specified period of time. This includes employees who are on the Apprenticeship Program for the full year and Summer Student Employment Program hires.

Apprentices hired through the METS programming are considered trainees, not employees. The apprenticeship program is normally a four-year term program but the training is split between wage and the EI program, (Work Experience and Job Creation). The EI program is non-insurable earnings, therefore, the apprentices are not eligible to be accruing vacation time.

Trainees on the Mi'kmaq Employment Training Secretariat (METS) program are paid wages for six months and then go on EI and are paid a top up for the other six months. These employees have their vacation pay added to their pay cheque for the 6 months they are getting paid by wages from AFN. These apprentices are paid during holidays, closures/shutdowns (during summer and Christmas) however they do not accrue vacation like full-time employees.

“Vacation Day” means a 10-hour work day.

“Year of Employment” means a period of 12 consecutive months from the first day of the commencement date of employment with AFN.

3. Management of AFN

Employee's Roles and Responsibilities

AFN Chief and Council - The AFN Chief and Council have a statutory responsibility to the AFN Band members and as such, maintain exclusive authority to decide on

any issues respecting the management of AFN and its operations and on any issues which impact Mi'kmaq Rights and title protected by section 35 of the *Constitution Act*.

Band Manager - The daily management of the AFN Band operations shall be the responsibility of the AFN Band Manager, as further identified in the Band Manager Job Description. The Band Manager provides leadership and advice to Chief and Council on all aspects of the operations of AFN. The Band Manager ensures the mission, values, strategic and operational plans are developed and implemented, proposes program and policy initiatives, evaluates the directors, addresses employment issues, and ensures compliance with all funding/program agreements. In coordination with the CFO, the Band Manager proposes the budget to Chief and Council and ensures the organization is operating in a sound fiscal manner.

AFN CFO - The AFN CFO is responsible for the AFN Band's financial management, including budget development, financial planning and record-keeping. The CFO reports directly to the Chief and Council and the Band Manager on all financial issues, including the annual budget and expenditures, as further identified in the AFN CFO's Job Description. In addition to supervising and evaluating the team of financial staff he/she ensures that all financial reports including the annual audit are completed on time.

AFN Directors - Directors each maintain leadership and management responsibility for a specific component of the band operations, and support the Band Manager and each other in fulfilling their band management responsibilities, as outlined in their Job Descriptions. The Directors/Managers also develop and administer budgets; have fiscal responsibilities including approving expenditures; assigning workload to employees, monitoring and evaluating staff performances, and reviewing and monitoring policies/programs ensuring they are implemented.

Managers/Officers - Managers are responsible for managing a specific business/program/project and/or the delivery of a specific program or service. They are also responsible for overseeing the spending of an approved portion of the budget; contributing to the development of the budget; and overseeing and evaluating specific staff, as further identified in their Job Description.

Coordinators - Coordinators implement and/or deliver a program, project, or service in accordance with the applicable policy, program or protocol. They may also be responsible as a team lead, as further identified in their Job Description.

Team Leaders - Team Leaders manage the delivery of a specific project or service; which may include assigning daily or weekly workloads to employees in discussion with their applicable Director, Manager, or Coordinator, as further identified in their Job Description. They may also oversee the spending of an approved portion of a specific budget.

Administrative Support/Front Line Staff/ General Labourers - These employees generally perform tasks as assigned by their direct supervisor and will usually report to a Team Leader, Coordinator, Manager, or Director. Their specific job responsibilities are further identified in each of their specific Job Descriptions.

4. AFN Organizational Chart

Policy

It is Council's policy to establish an organizational structure that specifies the hierarchy and reporting relationship between various functions and levels of the First Nation to facilitate effective management of the governance, administrative and financial management systems.

Purpose

The purpose of this policy is to depict the prevalent hierarchy of the First Nation departments and their various working relationships between one another.

Scope

This policy and procedure applies to Council and all persons having a role and responsibilities in the organizational structure of the First Nation.

Responsibilities

(1) Council is responsible for:

- a. authorizing the creation and update of the organization chart;
- b. approving the organization chart with a recorded vote in the Council minutes;
- c. ensuring that adequate delegated resources are available to implement and maintain the organizational structure;
- d. ensuring that the organizational chart accurately depicts the First Nation's governance, administrative and financial management systems, and identifies the specific roles and responsibilities assigned to each level of governance and administration and to each participant in the systems including committees.

(2) The Band Manager is responsible for:

- a. ensuring that the organizational chart is prepared, recommended to Council for approval, and kept current;
- b. ensuring that the roles and responsibilities and reporting relationships are effectively communicated to all those affected by the organizational chart and as required by the Financial Administration Law.

Procedures

- (1) The Band Manager or a designate, as authorized and instructed by Council, will prepare an organizational chart that accurately depicts the First Nation's governance, administrative and financial management systems, and identifies the specific roles and responsibilities assigned to each level of governance and administration and to each participant in the systems including committees and submit to Council for approval.
- (2) The Band Manager will ensure that the chart includes definitions of the persons or classes of persons who are affected by the organization chart. The Band Manager will ensure each role identified in the organizational chart is clearly defined as evidenced by a job description in accordance with applicable Human Resource policies or other such policy that requires job descriptions to be prepared and approved.
- (3) The Band Manager is responsible for centrally filing the organizational chart so that it can be located and retrieved as soon as practicable by all persons affected by it, and will disseminate the approved organizational chart to all those affected and/or make it readily available by other means normally used by the First Nation.
- (4) The Band Manager, on request, will provide a copy of the chart to a group of listed people.
- (5) Periodically, but at least annually, the Band Manager will update, as necessary, the organizational chart for changes in personnel and will submit recommendations, as necessary, to Council for approval, to revise roles, responsibilities, or reporting relationships.

References and Related Authorities

- (1) FMB's Financial Management System Standards
 - a. Standard 12.5 - Organization Chart
- (2) FMB's Financial Administration Law Standards
 - a. Standard 11.4.1 - Approved functions
 - b. Standard 11.4.2 - Organization Chart
 - c. Standard 11.4.3 - Chart Access

5. Code of Conduct & Code of Ethics

Policy

AFN is dedicated to serving its members and clients as well as its partners, funders and other First Nations. It is important that all employees and Officers (and contractors, if applicable) are aware of their responsibilities to members, clients, organizations, fellow employees and AFN. Therefore, all AFN employees and Officers (and contractors if applicable) will comply with the Code of Ethics guidelines below and make the following declarations (Appendix B):

- Upon commencement of employment:
 - Code of Conduct Declaration
 - Employee Confidentiality Agreement
- Annually and as needed:
 - Conflict of Interest Disclosure Form

While the Code of Ethics may not cover every situation, it will serve as a guide to the conduct expected of all employees.

1. AFN is a Mi'kmaq community and as such, all employees will acknowledge and respect the culture, traditions, and teachings of the AFN. Specifically, when interacting with AFN members and other First Nations, employees will ensure they conduct themselves with the utmost respect and professionalism and act accordingly.
2. During work hours employees must devote themselves to their duties and be prompt, courteous, and professional while adhering to all policies and procedures of AFN.
3. Employees will carry out the duties of their positions loyally and honestly, remembering that the primary task of all employees is to serve AFN, its members, clients, and other stakeholders.
4. Employees will respect the integrity and dignity of the organization, its programs, staff and all other affiliated agencies.
5. Employees will conduct themselves, while on duty and in public, in a manner that will be a credit to themselves, their department, and AFN.
6. Employees will work continually towards self-improvement through self-evaluation and training.
7. Employees will only use information obtained on the job for the employer's intended purpose only, and not for their own personal interests or those of other persons.

8. Employees will be punctual unless there is a valid reason for absence or lateness.
9. Employees will use their initiative to find ways of doing their work more efficiently, effectively and timely.
10. Employees will follow instructions attentively and cooperate with their Manager/Director.
11. Employees will maintain a satisfactory standard of dress and general appearance appropriate to their duties.
12. Employees will use equipment, property, or supplies, which are owned, leased, or rented by AFN for authorized purposes only.
13. Employees will protect and care for all AFN property entrusted to them and report all required maintenance or repairs to their Director or Manager.
14. Employees will not at any time engage in public criticism of other Employees, Management, Chief and Council, or the approved policies of AFN. Employees may recommend to their Director or Manager any changes to the policy which they believe would be appropriate.
15. Employees will not be intoxicated or under the influence of drugs while on duty.
16. Adhere to the Employee Confidentiality Agreement

Employees will respect the confidentiality of all records, materials, and communications and only disclose information acquired through employment when authorized by the relevant Manager/Director.

AFN strives to protect and respect the personal information of its clients, employees, and business partners in accordance with all applicable provincial and federal laws. All employees must abide by AFN's procedures and practices when handling personal information, including the Information Privacy policy, as well as the requirements under the *Freedom of Information and Protection of Privacy Act* (FOIPOP).

In the course of providing services, AFN employees may receive confidential information regarding children, youth, families, community members, or band operations. All employees are required to keep this information confidential and not disclose such information to a third party without prior written consent. Divulging confidential information could result in immediate discipline up to and including termination of employment. All employees, including students completing work terms/placements, term positions or volunteer work, are required to sign an Employee Confidentiality Agreement. The Employee Confidentiality Agreement is attached as Appendix "B".

If any employee receives a request for the release of confidential information, the employee will first discuss the request with their immediate Manager or the Band Manager.

Consent occurs and is obtained when an individual signs an application or other form containing personal information, thereby authorizing AFN to collect, use, and disclose the individual's personal information for the purposes stated on the form. Explicit notice to the individual is required when the AFN wishes to disclose the confidential information to a third party.

All personnel working on behalf of AFN will not speak of or divulge any information to the media regarding AFN business unless instructed by Band Manager or Chief and Council (or designate).

17. Adhere to the Financial Administration Law, Schedule – Avoiding and Mitigating Conflicts of Interest.

A conflict of interest is a situation in which an individual is faced with competing interests or loyalties. A conflict of interest occurs when an individual act to benefit their own interests or loyalties.

With the exception of cultural offerings, employees will refuse any financial benefit, kickback, gifts, or other tangibles offered to them in exchange for or as a reward for duties performed in the course of their duties.

No employee of AFN will engage in any conduct in the course of employment that may result in a personal benefit to that employee or a member of his/her family. No employee will participate in any decision which may benefit the employee or a member of his/her immediate family, regardless of the position or authority of that employee. No employee in authority will influence or lobby another manager or director for decisions that are deemed to be in conflict of interest.

All decisions must be made with the intention of benefiting AFN and its membership.

18. Employees will not receive travel reimbursements for the same meeting from two organizations.

19. Employees will serve members, their clients, and all stakeholders with loyalty, competence, and equality without favoritism.
20. Employees will adhere to the AFN Respectful Workplace Policy and will not participate in or allow any behavior that is intended to degrade, humiliate, intimidate, or cause fear to any community member, client, volunteer, or other employee. Violation may lead to discipline up to and including dismissal.

Purpose

The purpose of this policy is to provide each Officer and employee (and contractor) with a clear understanding of his/her expected conduct in the performance of their responsibilities.

Scope

This policy and procedure applies to all Officers, employees (and contractors, if applicable) of Acadia First Nation.

Responsibilities

- 1) The Band Manager is responsible for:
 - a) Ensuring that all Officers, employees, (and contractors) are informed of the Code of Conduct and this policy and for ensuring training/orientation on the Code of Conduct is provided to Officers and Employees, in a timely manner upon being hired;
 - b) Ensuring all Officers, employees, (and contractors) sign the Code of Conduct Declaration and Employee Confidentiality Agreement and submit it to the Human Resources ("HR") Department;
 - c) Ensuring all Officers, employees, (and contractors) annually sign the Conflict of Interest Declaration Form and forward to the HR Department;
 - d) Accept any Conflict of Interest Declaration Forms that are completed to report a potential conflict of interest and forward to the HR Department;
 - e) Completing the Conflict of Interest Disclosure Form and submitting to the Chair of the Finance and Audit Committee to report any potential conflicts of interest;
- 2) The Human Resources Manager is responsible for:
 - a) Receiving and filing all Code of Conduct Declaration forms and Employee Confidentiality Agreement forms in accordance with the AFN Information Management policy;
 - b) Monitoring all disclosures reported on a Conflict of Interest Disclosure Form.

- 3) Immediate supervisors of existing and new employees (and contractors) are responsible for:
 - a) Ensuring their supervised employees (and contractors) sign the Conflict of Interest annually and submit it to the HR Department in a timely manner.

- 4) Officers, employees (and contractors, if applicable) are responsible for:
 - a) Reading and understanding the Code of Conduct policy and the Financial Administration Law, Schedule: Avoiding and Mitigating Conflicts of Interest, and signing the Code of Conduct Declaration and Employee Confidentiality Agreement upon commencement of their employment or contract with AFN;
 - b) Signing the Conflict of Interest Disclosure Form annually;
 - c) Complete and sign the Conflict of Interest Disclosure Form and submit to the Band Manager when necessary to report all potential conflicts of interest as they arise.

Procedures

- 1) Code of Conduct & Employee Confidentiality Agreement
 - a) The Band Manager will ensure that all Officers, employees, (and contractors, if applicable) are informed of the Code of Conduct and this policy and for ensuring training/orientation on the Code of Conduct is provided to Officers and Employees, in a timely manner upon being hired;
 - b) The Band Manager will collect all signed Code of Conduct Declarations and Employee Confidentiality Agreements from all Officers, employees, (and contractors, if applicable) in a timely manner upon being hired, and forward to the HR Department;
 - c) The HR department will retain the signed Code of Conduct Declaration Forms and Employee Confidentiality Agreements in the employee's personnel file (and contractors' file).

- 2) Conflict of Interest
 - a) If or when a conflict or a potential conflict of interest situation arises, the employee must immediately inform his/her Director/Manager of the conflict or potential conflict and the nature of the conflict on a completed Conflict of Interest Disclosure Form;
 - b) If their Director/Manager decides a conflict exists, the employee must take no further part in discussions or decision making regarding the matter;

- c) If an employee is found to be in a conflict situation and did not declare the conflict, the employee will be subject to disciplinary action;
- d) The Band Manager, in consultation with the Human Resources Manager, will determine whether there has been a conflict that was not disclosed and if so, will follow the AFN discipline process up to and including dismissal;
- e) At no time will an AFN employee also work or volunteer with an organization that actively seeks to detract from the integrity of AFN;
- f) If an employee has been asked to support (spend time), volunteer and/or sit on a committee for another agency or organization and the request requires the employee to take considerable time away from their regular work hours with AFN, the employee must seek written approval from the Band Manager;
- g) Officers, employees (and contractors, if applicable) will annually complete the Conflict of Interest Disclosure Form, even if there are no conflicts to report.

6. Statement of Employee & Employer Rights

AFN believes that it is important to identify and protect both employee and employer rights. As such it is AFN's position that:

1. All employees are entitled to fair and just treatment;
2. Employees are entitled to carry out their jobs without fear of harassment, bullying, sexual harassment or discrimination. It is the responsibility of all employees to prevent and actively discourage such behaviour in the workplace;
3. All employee files and information should be kept with great care to protect the privacy and confidentiality of the individual's records;
4. No employee will be discharged, with or without just cause, unless there is written authority of the Band Manager and/or the AFN Chief and Council;
5. No person will, by intimidation, threat of dismissal, or any other type of threat, cause an employee to abandon a complaint or grievance or refrain from exercising a right to present a dispute as provided in this Manual.

7. Employee Recruitment

Policy

It is Council's policy to recruit the best-qualified candidate with the skills, experience, qualifications and competencies required for the position being filled.

Purpose

The purpose of this policy is to set out the procedures that provide for fair, transparent and impartial hiring practices that ensure employees have the skills,

experience, qualifications and competencies necessary to perform their role and allow the First Nation to meet its objectives.

Scope

This policy applies to the hiring of all employees, except for the Band Manager, Senior Finance Officer and the Tax Administrator.

Responsibilities

- (1) Council is responsible for hiring all Officers.
- (2) The Band Manager is responsible for supervising the process for hiring and for recommending approval of the hiring of all employees to Council.

Procedures

(1) Position Authorization

All new employment positions must receive approval from Chief and Council, usually upon the recommendation of the applicable Director and Band Manager. Any previously approved position that has become vacant may be approved for re-posting by Chief and Council, subject to the availability of funds in the budget.

Directors/Managers will prepare documentation as required, including the job description, the rationale for the position, and the budgetary support for presentation.

(2) Equal Employment Opportunity

AFN provides equal opportunity for everyone regardless of age, sex, color, race, creed, sexual orientation, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit performance of essential job functions.

(3) Preferential Hiring Practice

The intention in all hiring is to recruit the best-qualified candidate. However, to promote and ensure that aboriginal people are being employed with AFN, when two or more candidates are deemed generally to be equal in terms of "best qualified," then preference will be given to the candidate who is a member of the Acadia First Nation and/or of Aboriginal ancestry.

(4) Job Posting Procedure and Position Competition

All positions, whether Ongoing, Term, or Casual, will be posted to provide an opportunity for internal and external applicants. Positions will usually be posted for a minimum of 10 working days.

(5) Recruitment and Hiring

A Working Committee may be established for the purpose of the recruitment and hiring of employees. The Working Committee may be comprised of representatives from the AFN Chief and Council, the Manager of the specific department, the Human Resources Manager and other individuals as designated by the AFN Chief and Council.

When interviewing for the position of Band Manager, and at the discretion of Chief and Council, a Band Manager from another First Nation may be added to the Working Committee and the Band Manager Recruitment Committee will be responsible for interviewing, selecting, and hiring the Band Manager.

All hiring recommendations of the Working Committee will go to the AFN Chief and Council for final approval.

In the event that a Councilor who is on a Working Committee is in a conflict of interest position, he/she shall declare his/her conflict in accordance with the Acadia First Nation Governance Policy and withdraw from the Working Committee. Any other individual who is in a conflict of interest must self-identify and be replaced on the Committee.

The Human Resource Manager will maintain a record of the selection and evaluation process.

(6) Temporary Hires and Assignments

Positions for temporary employment may be offered on a specific, short-term or a project basis. In such instances the job posting process identified in 4.4 may not be followed and the Band Manager, in consultation with the applicable Director or Manager, may make a recommendation to the AFN Chief and Council for the temporary hire.

When providing a recommendation for a temporary position to the AFN Chief and Council, the Band Manager will identify the reasons for the temporary hire, which could include addressing maternity leave, short-term sick leave, or a short-term project.

All temporary hires will be in writing, indicating the start-date, end-date and salary amount.

(7) Aptitude and Ability Tests

Some employment positions may require skills for which a known level of competence exists, i.e., keyboarding, computer applications, and data entry. Under these circumstances the Interview Committee may request applicants to demonstrate such skills by completing an exercise involving a job-related work sample. All interviewed applicants must be given the same exercise. All test results will be confidential.

(8) Verification of Previous Employment & Reference Checking

The Human Resources Manager, or a designated AFN employee, will be responsible for verification of employment information provided by the applicants for all positions. References and previous employers for top candidate(s) that have been short listed for an interview will be contacted with respect to details of position(s) held and candidate's overall work habits.

(9) Verification of Licenses, Certification and Education

Successful candidates are responsible for providing original verification of his/her licenses, certification and educational background including confirmation of the successful completion of all certificates, diplomas, licenses, degrees, etc. to the Human Resources Manager. A copy of the documents provided will be placed in the employee's Human Resources file.

(10) Criminal Record Check and Child Abuse Register

A Criminal Record Check ("CRC") will be a condition of employment for all persons applying for positions with AFN where their employment position is one which involves financial matters or matters where a high level of trust is required.

A Vulnerable Sector Check ("VSC") is an enhanced criminal record check, as it searches at the local and national level to determine whether in addition to a criminal record, an individual has any record suspensions (formerly called "pardons" for sexual offenses). A VSC will be a condition of employment for all persons applying for positions with AFN where their employment position involves working with young children, or vulnerable members of society. All persons working with children under the age of 16 years of age are required to complete a Child Abuse Register check.

The costs for a CRC and/or a VSC will be the responsibility of the employee.

An employee must immediately notify his/her Director/Manager and the Human Resources Manager should his/her criminal record or VSC status change while employed with AFN.

All employees working with children under 16 years of age must obtain a Child Abuse Register check every 2 years. These are to be provided to the Human Resources Manager and placed in the employee's Human Resources file.

References and Related Authorities

- (1) FMB's Financial Management System Standards
 - a. Standard 12.6.5 - Hiring Policies
- (1) FMB's Financial Administration Law Standards
 - a. Standard 11.4.4 - HR Policies / Practices
 - b. Standard 11.4.5 - Personnel Competence

8. New Employee Offer and Orientation

i. Letter of Offer

All new employees will be given a Letter of Offer signed by the Band Manager. The employee will be required to sign the Letter of Offer, indicating their acceptance of the employment position. The Letter will outline the job title, start date, (and term end date, for term positions), salary placement and eligible benefits.

Upon acceptance of the Letter of Offer employees will be provided a copy of all AFN Policies, including this Human Resource Manual, and will be required to sign the Acknowledgeable Agreement (Appendix "E") indicating they have received such.

New employees will be on probation for the first 3 months of employment, which may be extended for an additional 3 months by the employer. During the course of Probationary Period or upon completion of the probation, the employee may be confirmed in that position or dismissed. An employee who fails to meet the requirements of their Probationary Period shall be subject to immediate dismissal.

Should an employee successfully complete their probationary period, their job status will become permanent and a letter will be provided to the employee, signed

by the Band Manager, indicating the change in status from probationary to permanent. A copy of the letter will be placed in the employees Human Resources file.

ii. Employee Orientation

New employees will receive an orientation to employment with AFN. The new employee will be required to sign all the required forms including the Employee Confidentiality Agreement (Appendix “B”). The Director/Manager will be responsible for ensuring that the new employee knows the work expectations and is provided with training required to meet or exceed expectations. Appendix “D” provides a checklist of the areas that are normally covered during the orientation of new employees.

iii. Employee Deductions

The Human Resources Manager will inform the new employee about the AFN's Benefit Package and have the new employee sign all required forms.

9. HR Records Management

Policy

It is Council’s policy to formally create, manage, and protect human resource records in accordance with applicable laws and First Nation policy requirements.

Purpose

The purpose of this policy is to provide guidance to effectively manage the creation, maintenance, and confidentiality of HR Records of the First Nation.

Scope

This policy applies to Council, the Band Manager, the Chief Financial Officer, The Human Resources Manager, and the Tax Administrator of the First Nation.

Responsibilities

- (1) Council is responsible for ensuring a HR Records management system is established and implemented.
- (2) The HR employees are responsible for the implementation and the operational management of the HR Records management, storage and retention system.

Procedures

- (1) Management of HR Records will follow the general record management procedures of the First Nation.

(2) Human Resources File and Information Package

A confidential employee file (Human Resources file) will be created for each new employee that will include the following HR Records:

- a. resume with experience and qualifications;
- b. results of all background checks (i.e. reference checks, criminal background check, credit check, educational background check);
- c. offer of employment or employment contract;
- d. performance plans and results of performance evaluations;
- e. current job description.

Access to HR Records will be restricted to HR personnel in performance of their job function and the Band Manager; however, all employees will have access to his/her own records upon request and appointment, with the Human Resources Manager present. The Director/Manager will have access to their employee's work records. The Band Manager, Human Resources Manager and CFO will have access to all records.

The Human Resources Manager will be present during all access to any Human Resources files. Should the Human Resource Manager not be available the Acadia Chief and Council will designate a replacement for the purposes of accessing files. No files will be removed from the Human Resources office, except required for legitimate purposes and with the approval of the Human Resources Manager. The Human Resources Manager will maintain a log of persons accessing the files.

(3) Declaration and Commitment Forms

All employees are required to agree to abide by the established Code of Ethics, Code of Conduct, as identified in section 3, and the Employee Confidentiality Agreement, (Appendix "B").

All employees will be required to sign a *Code of Ethics* form which will remain in effect throughout and following employment with the AFN. The Employee Confidentiality Agreement is binding on all employees during and after employment with the AFN. A breach of confidentiality can result in legal proceedings and/or immediate dismissal.

All employees will be provided with a copy of AFN's Human Resources Manual and are expected to familiarize themselves with the content of the Human Resources Manual. Employees who have any questions regarding any aspects of the Human Resources Manual should feel free to discuss them with the Human Resources Manager.

References and Related Authorities

(1) FMB's Financial Management System Standards

- a. Standard 12.6.1 – Records of functions, etc.
- b. Standard 12.6.2 – Maintenance procedure
- c. Standard 12.6.3 – Records of qualifications / competencies
- d. Standard 12.6.4 – Management of employee records

(1) FMB's Financial Administration Law Standards

- a. Standard 11.4.4 – HR policies / practices
- b. Standard 21.3 – Record keeping, storage, etc.
- c. Standard 21.4 – Requirements for confidentiality, etc.

10. Job Descriptions and Probation

i. Job Descriptions

The Human Resource Manager will review and update the job description for the position being recruited to ensure it accurately describes the duties, functions and responsibilities of the position, and it accurately identifies the skills, experience, qualifications and competencies necessary to fulfill the position. All AFN employment positions will have a job description which will outline specific job responsibilities and duties. At a minimum, Job Descriptions will contain the following information:

- Position title;
- Reporting Relationships – who the employer will report to;
- Employee Duties;
- Place of Work; and
- Educational Experience and/or qualifications.

Copies of all Job Descriptions are available from the Human Resources Manager.

A current written copy of the employee's job description must be signed by the employee and kept in his/her Human Resources file.

ii. Probation Period

All new employees hired by AFN will be placed on a 3 months probationary period to determine if they are able to competently perform their job duties and responsibilities. A performance evaluation will be conducted before the end of the probationary period. Prior to the end of the first 3 months of a new employee's probation period, the Director/Manager may terminate the employee's employment without notice.

Chief and Council will be responsible for the performance evaluation of a probationary Band Manager. Chief and Council may engage an external consultant to assist them in doing the performance review of the Band Manager.

The Band Manager will be responsible for the performance evaluation of all probationary Directors/Managers and all other employees reporting directly to the Band Manager.

Each Director/Manager will be responsible for the evaluation of all probationary employees within his/her area of responsibility.

The individual(s) completing a performance evaluation will outline in writing to the Human Resources Manager his/her/their recommendations for continuation or termination of the employee's appointment. Probationary employees who fail to meet the overall performance expectations of the position will not be recommended for further employment beyond the 3-month probationary period. An employee's probationary period may be extended for a maximum of 3 additional months, if the employer requires further time to assess whether the employee is able to meet the performance expectations of the position.

The Performance Review Form (Appendix "C") should be used to complete an evaluation of an employee.

11. Employee Regulations and Hours of Work

i. Employee Hours of Work

Employees are generally expected to be available for work Monday to Thursday 8 a.m. to 5 p.m., with a ½ hour for lunch. In addition, as part of their duties set out in their Job Descriptions, employees may need to participate in meetings or other work-related activities beyond 8 a.m. to 5 p.m. work week.

A full-time employee at AFN works 30 hours or more per week.

ii. Band Offices Hours of Operation

Full-time employees will adhere to the following work hours, unless otherwise agreed upon in the signed job description.

Monday - Thursday	8:00 am – 5:00 pm	½ hour lunch
Friday	Closed	

Health Centre Hours of Operation

Monday - Thursday	8:00 am – 5:00 pm	½ hour lunch
Friday	Closed	

In addition to the lunch break, an employee is entitled to two 15-minute breaks each workday, one occurring in the morning and the other break in the afternoon.

The Band Manager may, on occasion, make alterations to the hours of work for a particular day or work period for some or all Departments. Employees who are away from the office during the workday on business must inform their Director/Manager of the purpose of their absence.

All employee wages will be calculated pursuant to the time recorded on his/her attendance records and sign-out sheets.

Employees are expected to utilize his/her hours of work to perform assigned AFN duties and not to conduct personal business. An employee wishing to conduct personal business is required to use vacation leave.

iii. Absence or Lateness

Employees who will be absent or late for scheduled meetings or other work-related activities are required to call the Receptionist or their Director/Manager as soon as possible and no more than 30 minutes after the start of the workday or shift (unless the employee is hospitalized), and indicate the reason for lateness and the expected time of arrival.

Occasional tardiness will be noted and the employee may be expected to make up the time. Repeated tardiness (e.g. more than three (3) times a month) may result in a formal attendance interview and/or disciplinary action, up to and including termination for repetitive tardiness.

Absence from work for three (3) consecutive days without notification to the AFN will normally be considered a voluntary resignation of position, unless due to extraordinary circumstances beyond the employee's control.

All tardiness will be recorded by the immediate supervisor for monitoring purposes. Upon arrival to work and depending on reason for the lateness, the employee may be required to complete a staff leave form and use vacation or banked time, if tardiness is in excess of 30 minutes for the scheduled shift or start of regular work day.

iv. Overtime

Employees who work beyond 40 hours per week will be deemed overtime, except seasonal employees who may have a different schedule of hours/work per week. Regular, non-seasonal employees who work beyond 40 hours must choose whether they wish to be paid time and ½ or have time off in lieu of overtime.

All overtime must be pre-approved prior to an employee working overtime. Employees who wish to work overtime must fill out an overtime request form indicating the dates when overtime will be worked and the dates when time in lieu of overtime will be taken off. Only when the overtime request has been approved by either the applicable Manager/Director or Band Manager, will an employee be allowed to take overtime.

All time off in lieu of overtime must be taken within 2 weeks of being earned. Overtime not taken in the 2-week time period of being earned will be lost to the employee.

v. Severe Weather and Emergency Closing of AFN

The AFN will not close its operations except under unusual circumstances, such as severe weather conditions. In deciding on closure on a given day, the decision to close will remain with the Manager, in consultation with the Band Manager and will usually follow the school district. The Band Manager will consult with the Chief or Deputy Chief on the decision to close the office or business.

In the event of severe weather or other emergencies, if AFN has to cancel operations or close, information will be made available to the employees as quickly as possible.

Employees are expected to be at work, unless AFN is officially closed. Employees are expected to exercise judgment regarding their ability to travel safely to and from work. However, employees who choose not to travel to work on a day when AFN has not been closed for weather related reasons must use vacation time or take the day off without pay.

Employees on vacation or sick leave at the time offices are closed due to a storm or hazardous conditions will still be charged with the leave they are scheduled to be using at the time of the office closure.

12. Wages, Salaries, Payday and Benefits

i. Annual Wages and Salaries

As budgetary conditions permit, AFN may provide wage/salary merit increases to employees in recognition of their performance, which may be determined during the annual Performance Review Process.

Every employee is eligible for consideration for a merit increase unless they have reached the top of their salary scale.

Following the completion of all annual Performance Review Process, Directors/Managers may submit a request for specific individual increases to the Human Resources Manager and Band Manager. The Chief and Council will consider all recommended increases and may approve, based on budget and merit.

ii. Pay Days and Submission of Time Sheets

AFN pay days will occur weekly by direct deposit for all employees and pay periods are one week behind the scheduled pay date. . Example: Your start date (first day worked) is Monday June 4th, your first payday will be Thursday June 14th for the one week pay-period the week of June 4th.

Each employee is required to record his/her time sheet, which must be approved by their Director or Manager. Time sheets must be submitted every Monday and any corrections required will occur on the next pay period.

iii. Pension

All full-time ongoing employees who are working year to year with AFN are eligible to enroll in the Pension program, when AFN offers one. Employees must contact the Human Resources Manager after the completion of 6 months continuous employment to request enrollment. Part-time employees may also be eligible for benefits, depending on the actual hours worked.

iv. Weekly Payroll

All full-time AFN employees pay cheques will be directly deposited by the AFN into the employee's personal Bank Account. All employees will be required to provide necessary banking information to the Department of Finance in order that their pay cheque may be deposited directly into a savings or chequing account.

v. Payroll Deductions

All mandatory deductions will be made from every employee's gross wages where applicable. These deductions include Federal and Provincial Income Tax, Canada Pension Plan, Employment Insurance, Group Insurance Plan premiums, and any other required/legislated departmental or Nation deductions, as well as any mandatory employee benefit plan contribution payments.

Every employee must fill out and sign a federal withholding allowance certificate (TD-1) on or before his/her first day on the job. This form must be completed in accordance with federal regulations. The employee may fill out a new TD-1 at any time when his/her circumstances change.

Every employee will receive a T-4 for the preceding year on or before February 28th or March 1 if the 28th falls on a weekend. Any employee, who believes that his/her deductions are incorrect for any pay period or on the T-4, should check with the Department of Finance immediately.

Overpayments on travel will be deducted according to the criteria as stated on the "payment request form."

vi. AFN Benefits

AFN will provide a health and life benefit package for all on-going full-time employees. These benefits include, but are not limited to, Life Insurance, Critical Illness, Health Insurance Vision Insurance, Dental Insurance and Employee Assistance Program. Information on the entire benefit package is available through the Department of Finance.

AFN reserves the right to change the benefits package and or the cost sharing arrangements at any time upon providing reasonable notice to employees.

13. Salary Adjustments

- (1) Council has final authority and responsibility for any salary adjustments affecting the Band Manager, Chief Financial Officer and Tax Administrator.
- (2) The Band Manager has final authority and responsibility for salary adjustments affecting all employees (other than Officers).

14. Travel

AFN reimburses Directors, Employees, contractors and/or volunteers for all reasonable travel-related expenses incurred during travel on AFN business.

Employees will generally pay for expenses personally and claim reimbursement at the earliest possible time. The Band Manager may authorize temporary cash advances to employees for travel expenses in accordance with the AFN Travel Policy.

Travel expenses will be paid at the rates and conditions set out by the Financial Manager in accordance with the AFN Travel Policy.

Reimbursement of travel expenses shall be based upon the provision of original receipts unless where specifically noted otherwise.

The Band Manager, at his or her discretion, may ask employees to account for their work-related travel and employees are expected to cooperate with such requests.

15. Holidays

Employees currently in active employment with AFN shall be granted the following holidays:

✓ Stat holiday ✱ Additional holiday

Holiday	Day Observed	Nova Scotia
New Year's Day	January 1	✓
Family Day	Third Monday in February	✓
Good Friday	Friday before Easter Sunday	✓
Easter Monday	Monday after Easter Sunday	✱
Victoria Day	Monday preceding May 25 th	✱
National Aboriginal Day	June 21	✱
Canada Day	July 1	✓
St. Anne's Day	July 26	✱
Civic Holiday	First Monday in August	✱
Labour Day	First Monday of September	✓
Treaty Day	October 1	✱
Thanksgiving	Second Monday in October	✱
Remembrance Day	November 11	✱

Christmas Day	December 25	✓
Boxing Day	December 26	*

* Additional First Nation Holidays as identified and observed by the Band Council

In the event that a holiday falls on a Friday, the offices will be closed in observance on the preceding Thursday. For a holiday that falls on Sunday, the offices will be closed in observance on the following Monday.

In the event that a recognized statutory or other holiday occurs during an employee's vacation period, it shall not be counted as a vacation day.

If an employee is sick on the day designated as a holiday the day must be taken as a holiday and not a sick day. This means that the holiday cannot be taken at a later date by employees.

In the event that an employee is away on an unpaid leave of absence, or away while receiving WCB benefits at the time of the holiday, the employee shall not be eligible for statutory holiday pay/lieu time.

Employees who are scheduled to work on a day designated as a statutory holiday, in order to respond to the need to keep business operating, will be entitled to take another day off in lieu of the holiday, plus be given lieu time for the actual time worked.

Reasonable efforts will be made to rotate the requirement to work holidays so that this responsibility is shared fairly amongst employees.

Employees are eligible to be paid for a statutory or non-statutory holiday only if they were entitled to receive pay for 15 of 30 scheduled days prior to the holiday.

16. Vacation Leave

i. Annual Vacation Leave

The AFN, as the employer, will designate when all employees will take their annual vacation leave.

The AFN Band annually closes for 2 weeks during the summer months and 3 weeks in the month of December for Christmas break. All band employees, except for AFN Gaming Operations employees, will be provided this time as their annual paid vacation leave, which is over and above their additional vacation entitlement contained in section 17ii. This will provide all employees with a minimum of 5 weeks of annual paid vacation time.

All employees are required to take annual paid vacation leave during the 2 weeks in August and the 3 weeks at Christmas break, and such annual paid vacation time shall be considered to fulfil the employee's statutory vacation entitlement, as identified under s.184 of the *Canada Labour Code*, and s.32 of the *Nova Scotia Labour Standards Code*.

The statutory holidays of Christmas Day and New Year's Day, and the additional holidays of Boxing Day and Natal Day, that fall within the employee's 5-week annual vacation time period, are recognized as the employee's statutory and additional holiday entitlement and not the employee's annual vacation leave time.

ii. **Additional Vacation Leave for AFN Employees**

Acadia First Nation provides on-going employees (both part-time and full-time) with additional paid vacation leave, over and above their 5 weeks of annual leave as identified in section 17i, based on seniority and period of actual service throughout the year.

Additional vacation entitlement (vacation days) for full-time employees is calculated based on years of service working for Acadia First Nation and granted as follows:

Full-time employees shall be entitled to receive additional vacation leave with pay, in addition to their annual leave and statutory holidays, as follows:

1. During the first six (6) months of employment, an employee shall not be permitted to take additional vacation leave.
2. During the probation period employees shall accrue vacation time. Where a probationary employee is paid their vacation time on their pay, they shall not be entitled to further vacation days for the period they were paid vacation time.
3. Employees, who have been employed continuously with Acadia for a period of at least one (1) year and no more than ten (10) years, shall be entitled to additional vacation leave of twelve (12) vacation days per year.
4. Employees, who have been employed continuously with Acadia for a period of at least ten (10) years, and no more than twenty (20) years, shall be entitled to additional vacation leave of sixteen (16) vacation days per year.
5. Employees, who have been employed continuously with Acadia for a period of at least twenty (20) years or more, shall be entitled to additional vacation leave of twenty (20) vacation days per year.

Vacation days means a 10-hour work day, as defined in section 2.2.

Additional vacation entitlement for part-time employees is pro-rated based on percentage of hours worked vs. full-time hours.

Manager and/or Directors are responsible for scheduling additional vacations leave. Whenever possible, employees shall provide their immediate supervisor with 30 days' advanced notice of their vacation plan, recognizing that there will be situations where the employee will be unable to provide 30 days' notice. Employees will be notified when their leave request has been approved.

Employees in the same unit or business are expected to work out their vacation leave together. Where agreement cannot be reached among employees in the same work area or unit, seniority will be used as the deciding factor.

Employees are expected to take their additional vacation leave after their anniversary date, in the following year which it has been earned. Should an employee not take his additional vacation leave in the following year which it was earned he/she will not be entitled to carry over their additional vacation leave and will forfeit his/her entitlement to additional vacation leave.

iii. Illness during Vacation

If an employee becomes ill during a period of vacation and the employee's physician certifies that the employee would be unable to report to work, the employee will be granted sick leave and his/her vacation credits will be restored to the extent of the sick leave.

iv. Apprenticeship Employee Vacation Leave Entitlement

Apprenticeship employees (hired on a set term with a specified start and end-date) are entitled to vacation calculated at 4% of gross wages. If an apprenticeship employee has worked continuously for the AFN for four or more years, paid vacation entitlement is calculated at 6% of gross wages.

Apprentices employees who have a signed contact agreement with METS (Mi'kmaq Employment Training Secretariat) is governed by their training employment placement with Acadia First Nation. Apprentices who participate in the training program are not considered band employees and will not be eligible for Acadia First Nations benefits program (Health, Dental & Pension).

Once the training employment placement has ended all participants will be issued a final record of employment. Completion of the METS training employment program with Acadia First Nation does not guarantee a job placement at the end of the contract.

17. Sick Leave

i. Sick Leave for On-going Full-time Employees

AFN provides full-time employees with 12 days of paid sick leave to be used for unexpected illness, injury and leave for the purpose of attending medical or dental appointments. All full-time employees will accumulate sick leave at the rate of one day (1 day) per month to a maximum of 12 working days in a year.

Sick days will be pro-rated for part-time employees, based on their actual work days.

Unused-sick days cannot be carried over from one year to the next.

A full-time employee who is unable to perform his/her duties because of illness or injury may be granted sick leave. Employees are required to contact their Director / Manager or Receptionist no later than 30 minutes after the start of the workday, should they be unable to report for work due to illness or injury.

When an employee takes sick leave, they are expected to indicate to their Manager/ Supervisor their expected return to work date.

After 3 consecutive days of absence from work due to medical/sick reasons the employee is required to provide a medical certificate or letter. Failure to provide the certificate or letter from a physician may result in the time absent being deducted from the employee's pay.

An employee who is sick for more than 3 days or is habitually absent from work due to illness may be required to provide further medical information with respect to their illness or medical condition. In such instances, a Manager, Director or Supervisor will provide the employee with a Medical Attendance Letter for Doctor, Attached as Appendix "H".

AFN reserves the right to request that the employee, who is suspected to be abusing sick leave privileges, to be examined by an independent physician or medical specialist for the purpose of completing a detailed medical certificate. The cost of completing the detailed medical certificate will be covered by AFN.

Employees have a responsibility to make every effort to ensure that they return to work after sick or injury leave in a state of health and well-being which will enable them to perform their job to the best of their abilities.

Probationary employees begin accumulating paid sick leave days after one (1) full month of employment.

Employees will not receive remuneration for unused sick days.

ii. **Return to Work after Serious Injury or Illness**

As protection for both the employee and the AFN, an employee who has been absent from work because of serious illness, surgery, or injury may be required to obtain a medical certificate which must include a statement that the employee is capable of performing his/her normal duties and regular assigned work.

iii. **Short and Long –Term Sick Leave**

When an employee has been absent due to illness, has exhausted all of their available sick time and require further sick time, they will be expected to:

- use their available earned vacation time; or
- apply for employment insurance benefits; or
- take their sick leave without pay.

When an employee is on any type of sick–leave, they are required to continue to pay their monthly contributions to their benefits plan, even if their sick leave is without pay.

If an employee does not pay their monthly contributions to their benefits plan while they are on sick- leave, AFN as the employer is under no obligation to pay their share of the employees benefit contribution amount.

In exceptional circumstances, the AFN Chief and Council, may exercise their discretion and not require an employee on sick leave to make their monthly benefits contribution. In such instances, the employees monthly benefit contribution will be paid by the AFN.

18. **Special Leave**

i. **Bereavement Leave for On-going Full-time Employees**

An employee will be entitled to bereavement leave when a member of the employee’s immediate family dies. Bereavement leave will be taken on consecutive scheduled workdays at the time of the death and cannot be carried over for use at a future time, with the exception of one day which may be deferred for a committal or memorial service.

Immediate Family: An employee will be granted five (5) days leave with pay upon the death of a spouse (includes common law), son, daughter, foster child, mother, father, foster/adoptive parent, step-mother, step-father, step-son, step-daughter,

brother, sister, step/half/foster-sister or step/half/foster-brother, grandchild, grandparents, mother-in-law, father-in-law, brother-in-law or sister-in-law.

Extended Family: An employee will be granted three (3) days leave with pay upon the death of their aunt, uncle, niece or nephew.

Where travel outside the employee's area of employment area is required to attend a funeral or memorial service, up to 2 additional days with pay, may be approved upon request by the employee's Director/Manager.

ii. Maternity Leave

A female employee who has completed six (6) consecutive months of continuous employment who becomes pregnant shall, upon request, be granted an unpaid maternity leave of absence of up to seventeen (17) weeks.

Where an employee wishes to take maternity leave they shall submit to their Manager a written request for pregnancy leave no later than the fifth (5th) month of pregnancy, the employee shall also provide their supervisor or Manager with a doctor's note indicating that they are pregnant.

Pregnancy leave shall begin on such date, not sooner than thirteen (13) weeks preceding the expected date of delivery or confinement, as the employee determines, and not later than the date of delivery.

Pregnancy leave shall end on such date not sooner than one (1) week after the date of delivery and not later than 17 weeks after the pregnancy leave began.

A pregnant employee shall provide their Manager with at least four weeks' written notice of the date the employee will begin the pregnancy leave and the date the employee will return to work upon completion of the leave, unless the employee indicates she will take the maximum leave to which she is entitled.

Where an employee reports for work upon the expiration of pregnancy leave, the employee shall work in the same or an equivalent position she held prior to the commencement of the pregnancy leave, with no loss of seniority, service or benefits accrued to the commencement of the pregnancy leave.

While the employee is on pregnancy leave, AFN shall maintain coverage for medical, extended health, group life and other employee benefits and shall continue to pay its share of premium costs for maintaining such coverage during the period of pregnancy leave.

While on pregnancy leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous.

Vacation entitlement does not accumulate during pregnancy leave. For greater certainty, for example, an employee with 5 years of service who takes a one-year pregnancy/parental/adoption leave will have 6 years of full-time service upon return from the leave, but will not have accumulated any vacation entitlement during the one year leave.

With a medical note from a medical practitioner a Manager may adjust the date that the employee will begin the pregnancy leave because of medical circumstances resulting from the pregnancy. The period of 17 weeks of pregnancy leave can only be extended in circumstances where the child who was born is hospitalized, and in such instances the maternity leave will be extended for the actual time the child is hospitalized.

The combined amount of maternity and parental leave that one or two employees may take for the same birth or adoption may not exceed seventy-eight (78) weeks.

iii. Parental Leave following Pregnancy Leave

For an employee who has taken pregnancy leave and the employee's newborn child or children arrive in the employee's home during the pregnancy leave, parental leave shall begin immediately upon completion of the pregnancy leave and without the employee returning to work and shall end not later than sixty-three (63) weeks after the parental leave began. The total combined parental and pregnancy leave shall not exceed 78 weeks.

iv. Adoption Leave

An employee who has become a parent of one or more children through the placement of the child or children for the purpose of adoption pursuant to the law of the Province is entitled to a leave of absence without pay for a period not to exceed sixty-three (63) weeks upon giving the Manager four (4) weeks' notice in writing of the date the employee will begin the leave and the date that the employee will return to work.

AFN shall require an employee who requests Adoption Leave to submit a certificate of an official in the Department of Community Services to establish the entitlement to the Adoption Leave.

Where an employee reports for work upon the expiration of the Adoption Leave the employee shall resume work in the same position he/she held prior to the commencement of the Adoption Leave, with no loss of seniority, service, or benefits accrued to the commencement of the Adoption Leave.

While an employee is on Adoption Leave, AFN shall maintain coverage for medical, extended health, group life and any other benefits plan and shall continue to pay its share of the premium costs for maintaining coverage during the period of Adoption Leave.

While on Adoption Leave the employee shall continue to accrue and accumulate service and seniority credits for the duration of his/her leave and his/her service and seniority shall be deemed continuous. However, vacation leave does not accumulate during Adoption leave (see above example).

v. Parental Leave

For an employee whose spouse has had a child, parental leave shall:

1. begin on a date coinciding with or after the birth of the child or children and end not later than seventy-eight (78) weeks after the child or children first arrive in the employee's home, whichever is earlier, as determined by the employee.
2. AFN may require an employee who takes parental leave to submit a certificate of a legally qualified medical practitioner to establish the entitlement of the employee to the Parental Leave.
3. Where an employee reports for work upon the expiration of the parental leave the employee shall resume work in the same position he/she held prior to the commencement of the parental leave, with no loss of seniority, service, or benefits accrued to the commencement of the parental leave.
4. While an employee is on parental leave, AFN shall maintain coverage for medical, extended health, group life and any other benefits plan and shall continue to pay its share of the premium costs for maintaining coverage during the period of parental leave.
5. While on parental leave, the employee shall continue to be responsible to pay their share of the premium costs for maintaining coverage during the period of parental leave.
6. While on parental leave the employee shall continue to accrue and accumulate service and seniority credits for the duration of his/her leave and his/her service and seniority shall be deemed continuous. However, vacation leave does not accumulate during parental leave.

vi. Compassionate Care Leave – Without Pay

An employee who has completed six months of continuous employment may take up to thirty-seven (37) weeks of compassionate care unpaid leave to provide care and support to a gravely ill family member. A certificate is required from a qualified medical practitioner stating that the family member has a serious medical condition

with a significant risk of death within 37 weeks. If an employee is sharing the provision of compassionate care with another individual, the total leave is still thirty-seven (37) weeks.

Critically Ill Child: Those eligible to take a leave of absence to care for a critically ill child may extend beyond a parent, to include an extended family member of a critically ill child.

vii. Leave to Perform Grand Council Functions

There are First Nations individuals who have a special role bestowed upon them by the Grand Council. Employees who maintain a Grand Council role, such as Keptins, and are expected to attend Grand Council functions at the request of the Grand Council, will be given permission by their Manager to attend such functions.

viii. Special Leave without Pay When Benefits Are Exhausted

Based on the reason(s) provided and upon the recommendation of the employee's Manager and with the approval of the Band Manager, employees may be given a leave of absence without pay for special reasons. Such leave shall only be granted once all vacation leave, accumulated banked/overtime leave and family leave has been exhausted.

ix. Elections

AFN offices shall be closed during AFN Band Elections.

With respect to Provincial & Federal elections the employer shall allow the employee three (3) consecutive hours with pay for voting and the three (3) hours will be granted at the time of day that best suits the convenience of the employer.

x. Jury Duty

The AFN will provide employees with leave for jury duty, in accordance with the Nova Scotia Labour Standards Code, "An employee is entitled to an unpaid leave of absence for such time as the employee is required to perform jury duty or is required by subpoena or summons to attend as a witness at a place other than the place of employment of the employee".

xi. Medical and Dental Appointments

Whenever possible, the employee should arrange medical and dental appointments on their non-working day, or outside normal working hours. Where the employee is unable to do such they will be required to use a sick day.

The Director/Manager can approve, subject to operational requirements, and grant an employee time off for a medical or dental appointment, subject to the following criteria:

- The employee should request time off when needed as far in advance as possible.
- If an employee requests excessive time off for medical or dental appointments, the Director/Manager may require proof of attendance at the physician or dentist office.

xii. Educational Leave

AFN encourages all employees to continue with their formal education. An AFN employee who has worked for the organization for more than 3 continuous years may apply for full-time educational leave of up to one year, without pay, if the program is deemed to be job-related and beneficial to the organization. The employee will be expected to pay 100% of their group plan while on educational leave.

If leave is granted, the employee's position, seniority and pay rate will be protected. If the request for unpaid leave is granted, the Band Manager will decide if the employee's position will remain vacant or be filled with a term appointment. Once approval has been given for educational leave, the employee may not be able to return to his/her position until the end of the approved time period.

Note: Employees who are members of the AFN may be eligible to apply for educational funding. Employees are encouraged to seek information from the Education Director if they wish to apply for educational funding.

While an AFN employee is on educational leave, no other leave (e.g. vacation, sick leave, etc.) will be accumulated.

xiii. Training and Professional Development Leave

AFN believes that employees should actively engage in life-long learning and continually strive to enhance their knowledge and skills. Annually, the Band Manager and the Directors may assess the overall professional development and training needs for the organization as part of the performance review process.

Where training is either a condition of employment or a requisite to continued employment, employees must successfully complete the required training within the allotted time-frame. Proof of successful completion must be provided by the employee to his/her Manager. Copies of all certificates, licenses, etc. will be filed in

the employee's Human Resources file. If an employee chooses to leave a training program before he/she has completed all training and received proof of certification, he/she will be required to repay the total cost of the training.

If an employee wishes to take short courses or workshops during regular working hours, he/she must apply in writing to his/her Director. The Director will submit all requests to the Band Manager and Director of Human Resource who will grant such requests as budgetary and operational requirements permit.

Where professional development cannot reasonably be undertaken within working hours, the employee may apply for "Professional Development Leave", without pay, at the discretion of the Chief and Council. Professional Development not provided by AFN will normally be at the employee's time and expense.

xiv. Business Seminars, Conferences, Committee Meetings

The Band Manager, with input from his/her Directors/Managers, will identify which conferences, seminars, committee meetings should be attended by employees of AFN. In the interest of continual improvement for employees, the Band Manager will approve appropriate opportunities for Directors/Managers and other employees to participate. Upon returning from Business Seminars, Conferences, Committee Meetings, employees will be expected to share with the other staff information obtained at the conference, seminar or committee/meeting.

Directors, Managers and other employees must seek prior approval to attend business conferences, seminars, and committee meetings and to participate on committees. An employee must seek approval from his/her Director/Manager. The employee is expected to provide a written report to his/her Band Manager/ Director/ Manager within 5 days following the meeting/conference/committee meeting of the knowledge, skills, and/or possible implications for AFN.

19. Resignation, Layoff and Retirement

i. Resignation

A staff member who is resigning from the organization must provide a minimum two (2) weeks' written notice to his/her Manager. Directors/Managers resigning from the organization are expected to provide a minimum four (4) weeks' written notice to the Band Manager.

Where an employee voluntarily resigns from his position, he/she are not entitled to any form of severance or compensation.

ii. Termination of Employment Due to Layoffs

Where AFN is anticipating pending layoff to an employee's employment, AFN will provide reasonable notice to the employee. To ensure that the employee receives his/her notice, notices will be in writing and delivered to the employee by their immediate Manager.

An employee who is being considered for layoff may be placed in another vacant position in another department at the discretion of the Band Manager and upon approval by the Chief and Council.

Should full-time staff layoffs become necessary, the decision to do so will be made by the Chief and Council in consultation with the Band Manager.

When possible, full-time employees to be laid off shall be given notice, or salary in lieu of notice, in accordance with Labour Standards.

iii. Termination

Any employee who is subject to a probationary period may be terminated within the first (3) months of the probationary period without notice or pay in lieu of notice, with or without Just Cause.

Any employee can be terminated at any time without notice or pay in lieu thereof with Just Cause.

The termination of Term employees will automatically occur upon the expiry of the term of their period of employment indicated in their Letter of Offer, unless extended at the complete discretion of AFN.

Regular employees who have completed over three (3) months of continuous employment may be terminated without Just Cause on the following basis:

- Where the employee has been employed between three (3) and twelve (12) months, he or she is entitled to two (2) weeks' notice in writing, or two (2) weeks wages in lieu of notice;
- Where an employee has been employed for over (12) months, he/she is entitled to:
 - Two weeks' notice in writing, or two weeks' wages in lieu of notice, **and**
 - Two days' regular wages for each completed year of employment; **and**

- Five days' regular wages.

Employees who resign or are terminated will receive any outstanding vacation pay (calculated pursuant to section 10.2) and banked overtime accumulated and salary only up to the date of termination.

iv. Retirement

AFN provides a pension plan for Permanent and Term employees with six (6) months' service. Employees with questions regarding their pension should contact their pension plan administrator.

Retirement benefits are in accordance with the AFN benefit plan. The employee should contact AFN's Finance Department for more information.

Employees considering retirement should discuss the matter with the Human Resources Manager and Pension Plan Administrator - preferably one month before the intended retirement date when possible - to ensure sufficient time for preparation of the necessary paperwork and filing their position.

Once the retirement date is established, the employee will be expected to provide written confirmation of their retirement to their immediate Manager and to the Finance Manager for appropriate action.

On the final day of employment, all employees who resign, are terminated or retire, must provide the Human Resources Manager with all work keys, ID card, and AFN property before the final payroll cheque will be issued.

20. Performance Evaluation & Planning

Policy

It is Council's policy to establish a formal system for evaluating employee performance that can assist management to recognize individual contributions to the First Nation and identify areas for development.

Purpose

The purpose of this policy is to set out an effective process of employee performance review and development which links the performance and development of individual staff to the goals and objectives of the First Nation.

Scope

This policy applies to all staff employed by the First Nation.

Responsibilities

- (1) Council is responsible for:

- a. evaluating the performance of the Band Manager, or establishing the process by which this individual will be evaluated;
- b. establishing and implementing a plan for any training of First Nation's Officers or employees required to meet the First Nation's future needs and requirements after taking into account succession and any anticipated changes in the First Nation's activities;
- c. establishing and implementing a documented process:
 - i. to measure the skills and competencies of the individual First Nation's employees against their assigned employment responsibilities
 - ii. to determine any training requirements for those employees, and
 - iii. to adjust their duties and responsibilities as necessary to reflect their respective skills and competencies.

(2) The Band Manager is responsible for:

- a. monitoring and reviewing the implementation of the evaluation process and ensuring this Policy and Procedures are complied with during the performance evaluation process; and
- b. evaluating all Officers of the First Nation except for any that report directly to Council.
- c. Evaluating the performance of the Chief Financial officer and Tax Administrator.

(3) The Human Resource Manager or supervisor is responsible for:

- a. providing day to day assistance and advice to staff and supervisors about this policy and its implementation;
- b. providing general training for supervisors and staff to optimize effective implementation of employee performance and evaluation.

Procedures

(1) Performance Planning

- a. Immediate Supervisors are to ensure that each staff member for whom they have supervisory responsibility has an accurate and up to date job description.
- b. Immediate Supervisors should schedule a performance planning session with individual staff members to agree on a minimum of 1 performance objectives/goals for the next fiscal year.

- c. Once goals have been agreed by the employee and the immediate supervisor, key performance indicators and period of achievement should be determined. This constitutes the performance plan.
- d. The performance plan (goals, indicators, and period of achievement) should be documented in duplicate and signed off by the immediate supervisor and staff member and a copy delivered to the HR department to be retained in the employee's personnel file and one copy retained by the staff member.
- e. The immediate supervisor and staff member should identify the training and development needs the staff member requires in order to achieve the performance objectives, taking into consideration the resources needed for achieving it. The training plan is submitted from the immediate supervisor to the Band Manager for approval. The approved training and development plan should be included in the performance plan.
- f. The Band Manager reviews and approves all training plans to ensure future training needs and requirements for the financial management system of the First Nation is aligned with those needs and requirements.

(2) Performance Review

i. Performance Evaluation Purpose

Performance Evaluation enables AFN to:

- ensure that employees know job performance expectations;
- provide positive feedback addressing areas where performance improvement is required or could be enhanced;
- identify where coaching and training would support the employee to perform their job well;
- determine if an employee should be granted a salary increase based on the salary scale/contract for the position;
- determine whether the employee is able to continue in the position, based on their performance;
- determine whether the employee is more suited to another position in the organization; and
- develop a plan of action, which may include identifying work goals to support job performance improvement, and set a date for follow up.

ii. Timing of Performance Evaluations

Written performance evaluations will be completed annually by the Director/Manager with all newly hired and existing staff. Performance evaluations on new employees will occur at the end of their three (3) month probationary period. Where a new employee's probationary period has been extended for another three (3) months, the employee will receive another performance evaluation the end of the six (6) month period. The evaluation at the end of the employee's probationary period will determine if the employee will be made a permanent employee or terminated.

Once an employee is made permanent, performance evaluations shall be completed by the Director/Manager on an annual basis one month prior to the employee's anniversary date.

Performance evaluation meetings should be booked in advance and not rescheduled, except in emergency situations.

iii. Completion of Evaluations

Evaluations will be completed by the immediate supervisor (where appropriate) and when applicable, the Director/Manager will also provide additional information.

The Band Manager will complete the performance review/evaluation on all of the employees reporting directly to him/her.

Directors/Managers are expected to use the performance reviews/evaluations forms, found in Appendix "C", when completing performance evaluations.

All results of performance evaluations will be communicated to the Band Manager and Human Resource Manager and kept in the employee's file.

In terms of seasonal, contractual and casual employees, such results will be utilized in determination of a contract extension and/or in the event of re-employment.

After completion of each performance evaluation, the employee and the employer will each sign the performance review form, acknowledging a completion of the evaluation.

One signed copy will be placed in the employee's file and one will be provided to the employee.

iv. Benefits to Employee

Performance appraisal is a continuous process conducted to provide the employee with:

- Opportunities for communication to discuss performance and professional development;
- Feedback on performance;
- Coaching;
- Support;
- Guidance towards meeting expected performance standards;
- Training needs identification; and
- Recommended salary increase when resources are available, to the employee to enable him/her to progress on his/her salary scale or contract.

The Human Resources Manager is available to answer questions and to provide assistance to directors, managers and staff members on any aspect of the performance management process, including the performance review form.

(3) Performance Management

- a. Unsatisfactory performance will lead to the immediate supervisor developing an Individual Performance Plan. This plan will outline performance expectations, resources available to the employee, and a schedule of completion and re-evaluation.
- b. Immediate supervisors will closely monitor employee progress in achieving the Individual Performance Plan, and will conduct a formal Performance Evaluation at regularly planned intervals until the end of the performance improvement schedule.
- c. Immediate supervisors will determine whether the employee has made sufficient improvement to fulfil performance expectations outlined in the performance improvement schedule.
- d. After following a corrective plan, if the immediate supervisor determines the employee's performance continues to fail to fulfil the performance expectations, the direct supervisor may take further progressive action in accordance with the First Nation's policy and procedures.

References and Related Authorities

- (1) FMB's Financial Management System Standards
 - a. Standard 12.7.3 – Employee Evaluation
- (2) FMB's Financial Administration Law Standards
 - a. Standard 11.4.4 - HR Policies / Practices

b. Standard 11.4.5 - Personnel Competence

21. Workplace Professionalism and General Policies

i. Dress Code

AFN requires all employees to present themselves in a professional manner, with regards to attire, personal hygiene and appearance.

Business Attire

Any AFN employee who is required to attend court proceedings or meetings on behalf of AFN will be required to wear appropriate business attire.

Appropriate Business Attire

Dress shoes, jackets, shirts, ties, slacks, sweaters, dress tops, dress pants, dresses, skirts, sweaters, pant-suits, dress shoes/sandals.

Business Casual

AFN allows employees to wear business casual attire when not participating in court proceedings or meetings. Business casual will include jeans, but ripped or torn jeans are not acceptable.

Every employee is responsible for exercising sound judgment and common sense for his/her attire at all times. If an employee is deemed to be wearing inappropriate attire, his/her Director/Manager is responsible for advising the employee accordingly. This may include requesting the employee to return home in order to change into more appropriate attire.

Individual situations relating to appropriate workplace attire may be addressed on a case-by-case basis.

In the instance that there are three (3) occurrences of unacceptable attire worn to the office or meetings, disciplinary action may be taken by the employee's supervisor.

All employees whose job requires the wearing and use of safety equipment will be informed upon hiring and/or if circumstances or regulations change. Employees who do not comply with the requirement to properly wear personal safety equipment (including boots, hard hats, safety eyewear and/or other articles) will be subject to disciplinary action.

ii. Scent-Free Workplace

AFN is a scent-free environment. AFN has adopted this policy to address health concerns related to the use of scented products.

AFN expects employees to avoid the use of scented products while at work as well as during training.

AFN prohibits the use of any scented products at any time, as they may cause adverse physical effects that threaten the ongoing health and safety of staff, clients, visitors, and the public at large.

AFN expects all employees to cooperate, to accommodate employee health concerns, and minimize unnecessary workplace health and safety hazards.

Employees who violate this policy may be subject to disciplinary action up to and including termination.

iii. Smoking Policy

In compliance with local and *Nova Scotia's Smoke-Free Places Act (2006)*, AFN has adopted this policy.

Smoking is prohibited on all AFN premises except in designated smoking areas, and this policy applies to all employees, guests, client's service providers. In accordance with *Nova Scotia's Smoke Free Places Act (2006)*, there shall be no smoking within 4 meters of windows, air vents and entrances to places of employment. Smoking is not permitted in AFN vehicles.

iv. Telephone, Mail and Fax Policy

No long-distance personal calls are allowed. Personal local calls may be made if they are for emergency purposes.

The AFN's address is not a personal mailing address for employees. Employees are prohibited from placing their personal mail in the AFN business mail stacks that are run through the postage meter.

Employees are prohibited from using the fax machine for personal use.

v. Cellular Phone Use

Cell phones and other devices provided by AFN are only to be used for approved AFN business. The use of AFN cell phones for text messaging must be done in accordance with the Technology Policy. Employees are not to use an AFN cellular phone or other device to make or receive personal phone calls, send personal text

messages, read and respond to personal e-mails, leave messages and/or, surf and download from the Internet.

Personal cell phones belonging to the employee must not be used to conduct AFN business.

AFN is aware that employees utilize their personal cellular phones during work time. Personal cell phones can be a distraction in the workplace. To ensure the effectiveness of meetings, employees are asked to leave cell phones at their desk. In an emergency situation or anticipated emergency situation, an employee may take their personal cell phone to meetings and place the phone on vibrate mode.

AFN prohibits employee use of cellular phones (whether personal or supplied by AFN) while driving, unless a hands-free device is used.

This prohibition of the use of a cell phone or similar device while driving includes receiving or placing calls, text messaging, surfing the Internet, receiving or responding to email, and checking for phone messages. Additionally, employees are not to use their cell phones during regular business hours for any other purpose than those related to his/her employment, specifically the business of AFN, our clients, our vendors/suppliers, and other Nation responsibilities performed for or in the name of the AFN, or any other AFN related activities not named here.

Employees who violate this policy may be subject to disciplinary actions, up to and including dismissal.

vi. Software Access and Update Procedure

All AFN computers must use authorized anti-spy and anti-virus software. Employees need to inform their Director/Manager and the IT Manager if this software is not functioning and/or about to expire.

Software required must be authorized by the Department of Finance. Only an individual designated within AFN may conduct the download. If an employee needs access to software not currently on the organization network, prior approval from the Department of Finance must be sought.

vii. Internet and Email Use

Voice mail, email, and Internet usage assigned to an employee's computer or telephone extensions are solely for the purpose of conducting business. Some job responsibilities at AFN require access to the Internet and the use of software in addition to the Microsoft Office suite of products. Only people appropriately authorized for organization purposes may use the Internet or access additional software.

During work hours employees are not to use the internet to engage in any personal political activity that is outside the mandates of AFN and guidelines set by Council.

Employees are only permitted to use AFN assigned emails during working hours. Personal email addresses shall not be used by Employees during work and/or to conduct AFN business.

Confidential information must not be shared outside of the organization without prior authorization.

During work hours employees shall not use their AFN computer for personal use. Please keep this in mind when considering forwarding non-business emails to associates, family or friends. Non-business related emails waste time and attention.

Employees must not use AFN supplied email addresses for non-work related postings to chat groups, discussion groups, chat, online auctions, Facebook, Twitter, Myspace, Usenet groups or web pages, or other social media platforms.

Employees must not circulate extraneous email chain letters, jokes, etc. on AFN workstations.

Internet use is only to be conducted during work hours and only for work-related activities. Internet use brings the possibility of breaches to the security of confidential organizational information. Internet use also creates the possibility of contamination to the AFN system via viruses or spyware. Spyware allows unauthorized people from outside the organization potential access to AFN passwords and other confidential information.

Removing such programs from the network requires IT staff to invest time and attention that is better devoted to other purposes. For this reason, and to ensure that work time is being used appropriately, all employees are asked to limit Internet use.

Individuals using AFN equipment to access the Internet are subject to having activities monitored by system or security personnel. Use of this system constitutes consent to security monitoring, and employees should remember that most sessions are not private.

Additionally, under **NO** circumstances may AFN computers or other electronic equipment be used to obtain, view, or reach any pornographic, or otherwise immoral, unethical, or non-business-related Internet sites. Doing so will lead to disciplinary action up to and including dismissal.

viii. Emails and Internet Sites that Discriminate

Viewing pornography or sending pornographic jokes or stories via email is considered sexual harassment and will be addressed accordingly by the employee's direct supervisor and Band Manager.

Any emails that discriminate against employees by virtue of any protected classification including race, gender, nationality, religion, and so forth are prohibited at AFN and will be dealt with accordingly. Sending or forwarding non-business emails will result in disciplinary action that may lead to employment termination.

ix. AFN Owns Employee Email

AFN owns any communication sent via email or that is stored on AFN computer equipment. Management and other authorized staff have the right to access any material including employee emails or information stored on any computer. Please do not consider electronic communication, storage or access to be private if it is created or stored or transmitted at work.

22. Office Master Keys and Security Code

Only designated employees will be issued office door keys.

Employees issued office keys will be listed on the security system call list and be taught how to operate the buildings' alarm systems.

In the event that an office key is lost or stolen, the employee is responsible for reporting it to his/her Director/Manager immediately.

23. Care and Use of AFN Property and Equipment

Misuse of AFN property or equipment is prohibited and such misuse will lead to disciplinary action.

All AFN employees are responsible for all equipment that they use or are in their possession and are required to sign an Equipment Responsibility form indicating their agreement with such.

Any equipment, machines, computers, cellular telephones and supplies that are used by employees are to be signed out with the Director/Manager, particularly when such items are taken off site for use. A copy of the authorization forms will be placed in the employee's Human Resources file.

If any equipment is broken or destroyed while in the care of an employee (outside of normal wear and tear) that employee will be the responsible for repair or replacement of the item.

In the event of theft, the Director/Manager may review the circumstances to determine responsibility for replacement and to assess which notification procedures are required.

i. Restricted Areas and Building Security

The last employee leaving the building must ensure their doors and windows are locked and the security alarm is set.

If an employee accidentally sets off the alarm, he/she must turn the alarm off and call the appropriate staff member immediately. Directors/Managers should be made aware of the incident.

ii. Use of Vehicles for Work and During Work Hours

AFN vehicles may only be used by AFN employees on and for AFN business. In the event that an AFN vehicle is not available, the employee may seek travel mileage according to the Band's Travel Policy.

Employees are expected to ensure they have appropriate insurance coverage if they plan to use their personal vehicle for work-related travel. If the employee wishes to use their personal vehicle for AFN business and a Nation vehicle is available, no travel mileage will be compensated.

Employees driving either their own vehicle or an AFN vehicle for Band business must ensure they have a valid (Nova Scotia) Driver's License.

Employees that will be eligible for and requesting reimbursement for travel expenses for mileage must provide proof of a valid Driver's License. A copy of the Driver's License must be put in the employee Human Resources file.

Only AFN employees and/or clients/authorized passengers may travel in an AFN vehicle.

AFN requires that there is sufficient business insurance coverage for employees required to use their own personal vehicle when using it for AFN purposes.

Parking and other traffic violations will be the responsibility of the employee. In case of an accident, the employee is responsible for the insurance deductible.

Operating a vehicle while under the influence of drugs or alcohol will result in immediate dismissal.

Every employee who uses an AFN vehicle is responsible to ensure that it is parked at its designated parking area, once vehicle use has been completed. Vehicle parking designations are as follows:

- AFN Yarmouth vehicles - Band Council parking lot;
- AFN Gold River;
- AFN Wildcat vehicles – Carpentry Building parking area; and
- AFN Medway vehicles – Carpentry Building parking area.

24. Political Activity and Voting

The AFN encourages all employees to be interested and involved politically. Employees have the rights listed below:

- Join and fully participate in the political party of their choice and to be involved in other political activity, provided that the participation in the party or other political activity does not adversely affect the employee's performance or compromise the duties and responsibilities of their position
- Vote in elections of the AFN when registered as a member of AFN and to vote in federal, provincial and municipal elections
- Every employee who is an elector is entitled, during voting hours on polling day, to have four (4) consecutive hours for the purpose of casting his/her vote. Employees are encouraged to take the opportunity to vote either at the beginning or the end of the period the polls are open.

i. Running for Office

The AFN supports its employees to run for public office in a way which encourages transparency and accountability of government.

Any employee who:

- i. Seeks election at the Federal, Provincial, or Municipal level will:
 - Upon deciding to stand for election at federal, provincial or municipal level, the employee will inform the Band Manager in writing and request a leave of absence without pay (vacation time may be used for this period) for the duration of the campaign, until the time when the election results are confirmed.
- ii. Seeks election to the Board or Executive of an associated or affiliated association, organization or corporation:

- An employee who decides to run for a position on a Board or Executive of an association, organization or corporation is permitted to do so providing it does not adversely affect the employee's performance or compromise the duties and responsibilities of their position. Prior to accepting a nomination, the employee must get permission to do so from the Band Manager.

The following will apply to any employee running for elected office:

- No campaigning is to occur in any AFN Building; and
- No use of AFN equipment or supplies is to be used for campaign purposes.

AFN policies on confidentiality shall be continued to be followed.

ii. **Employees Running for Band Council**

AFN employees who are running for a position in the AFN band election must notify the Band Manager prior to initiating any campaign activities and request a leave of unpaid absence. The period of unpaid absence will commence from the date of nomination and end on Election Day. Employees running in a band election cannot use their vacation and/or other accumulated leave instead of taking an unpaid leave of absence.

Employees are not permitted to use AFN's supplies and/or equipment for band election campaigning.

An employee running in a band election must ensure that campaign activities do not conflict with the delivery of AFN's services or the performance of employees.

All employees are strictly prohibited from campaigning or carrying on campaign activities during regular work hours.

25. Discipline & Dismissals

Policy

It is Council's policy to use a progressive and participatory disciplinary approach for dealing with job related behavior that does not meet expected and communicated performance standards.

Purpose

The Purpose of this policy is to set out a process to correct and deter unacceptable conduct, behaviour or performance as well as provide flexibility to Council to deal with wide range of circumstances in employees overcoming performance problems and failing that, use progressive discipline to fairly, with due process and with

substantial documentation, terminate employment of employees, who are ineffective and or unwilling to improve.

Scope

This policy applies to all employees of the First Nation.

Responsibilities

- (1) Council has final authority and responsibility for the dismissal and discipline of Officers and employees.
- (2) The Immediate Supervisor has first responsibility for discipline for employees and Officers.
- (3) In the event the Immediate Supervisor is unable to deal with the conduct, behaviour, or performance, the next level supervisor will assume the responsibility for discipline.

Procedures

a. Disciplinary and Reprimand Procedures

The AFN seeks to establish and maintain a safe and productive work environment and to establish effective and efficient operational and administrative practices, procedures, and policies. It is the responsibility of each employee to know and understand the terms and conditions of AFN's policies and procedures, including this HR Manual and other established rules. Employees are encouraged to review their Job Descriptions and the applicable AFN policies, to know the standard expected of them. Failure by an employee to adhere to the established policies and procedures may result in disciplinary action.

The AFN subscribes to the principles of progressive and corrective discipline. Discipline will normally be of a progressive nature with the aim of correcting the employee's performance or misconduct. Progressive discipline will normally progress from verbal warning to written warning to suspension and then to termination.

An employee may be subject to discipline for the following reasons. This list is not exhaustive.

- Incompetence and / or failure to perform work duties in an acceptable manner;
- Discrimination or harassment of a fellow employee;
- Assault of a fellow employee;
- Behaving in an unprofessional manner and/or breaching the Code of Ethics;
- Habitual lateness or absenteeism;

- Reporting for work under the influence of drugs or alcohol;
- Releasing confidential information without authorization;
- Breach of the Code of Conduct or AFN Policies;
- Violating workplace safety rules; and
- Theft, fraud or the misappropriation of AFN funds or resources.

In the case where serious violations are alleged and the continued presence of the employee during the investigation is determined by the Band Manager and/or Human Resources Manager to likely impede the investigation or the interests of AFN, the employee may be suspended pending the investigation. The interim suspension shall not be considered disciplinary action.

The Band Manager and Directors are responsible for all disciplinary procedures. The Band Manager and Directors may follow the progressive disciplinary process described below, and/or in the case of a serious violation move immediately but temporarily to suspend an employee pending investigation, before moving through the reprimand process.

All disciplinary actions will be documented and placed in the employee's personnel file.

b. Progressive Reprimand Procedure

i. Verbal Warning

The first violation by an employee will be addressed with a verbal warning. The Director with input from the Human Resources Manager (or the Band Manager in the case of a matter with a Director) as appropriate, will initiate any verbal warnings. An employee will be given a verbal warning in a private meeting with the Director/Band Manager and/or direct Manager, indicating the cause of the reprimand and asking for improvement in behaviour. The purpose of the reprimand is to encourage the employee to correct his/her behaviour. The employee will be told what action will be taken if another violation occurs. A record of this meeting will be placed in the employee's Human Resources file, which will be maintained by the Human Resources Manager who will attend all meetings and take minutes.

ii. Written Warning

In cases where, within a reasonable period of time, verbal reprimands have not produced the desired change in behaviour, the employee's immediate Director/Band Manager and direct Manager will hold a further meeting with the employee. The Director/Band Manager, with input from the direct Manager, as appropriate, will initiate the written warning. The employee will be reminded of the previous reprimand and told that his/her conduct or performance is still unsatisfactory and that a written reprimand will be issued that day by the supervisor or the Band

Manager. The employee will be given an opportunity to explain his/her actions. The employee will be told what action will be taken if another violation occurs. Documentation of the meeting will be prepared by the Director and include a statement of the facts and a copy of the written warning given to the employee. A record of this meeting will be placed in the employee's record, which will be maintained by the Human Resources Manager who will attend all meetings and take minutes.

iii. Suspension

With reasonable cause, the Director/Manager may recommend to the Band Manager to issue a suspension to an employee without pay for up to one week. Suspension is an enforced, temporary absence from work without pay.

"Reasonable cause" includes, but is not limited to:

- the accumulation of two or more reprimands;
- repeated lateness or absences from work without valid excuse;
- gross insubordination;
- nonperformance or inadequate performance of employment;
- blatant disregard for established AFN policies and procedures as outlined in this Manual; and
- negligence, or any action that creases an unsafe situation in the workplace.

The Band Manger will provide written notice of the suspension, which will state the effective date, the duration, whether it is with or without pay, and the reason for the suspension. A record of this suspension will be placed in the employee's record, which will be maintained by the Human Resources Manager, who will attend all meetings and take minutes.

iv. Termination for Cause

Following the issuing of a verbal reprimand, written reprimand and suspension, the employee may be terminated if there has been no reasonable improvement in his / her behavior.

In some instances, it may be necessary to bypass one or more of the progressive discipline steps, depending on the seriousness of the situation. However, except in exceptional circumstances, employees will not be discharged unless they have had previous discipline in writing and the opportunity to correct their shortcomings or breaches of discipline.

In exceptional circumstances, a single act of serious misconduct can justify immediate dismissal without prior progressive discipline. Examples include, but are not limited to: fraud; assault; gross incompetence; gross misconduct including the violation of rules where carelessness or recklessness results in endangerment to self or others; disorderly conduct; theft; falsifying records; continued attendance at work under the influence of an intoxicating substance; negligence; threats of violence; breach of confidentiality; conviction of a criminal offence that would have a direct and or detrimental impact on the operation and reputation of Acadia First Nation; contravention of the employees' duties and obligations under the First Nation's Financial Administration Law including codes of conduct and conflicts of interest; or other serious reasons as determined by the Band Manager or the Human Resources Manager.

Documentation should include information on the offence and previous disciplinary communications with the employee.

Where an employee is to be terminated, the Band Manager will make a recommendation to Chief and Council, who has the final authority and responsibility for the dismissal and/or termination of an employee. Employees terminated for cause will be given a written notice of termination for cause, setting out the reason(s) for discharge, as well as the effective date of termination.

The Band Manager will inform Chief and Council of all dismissals and terminations.

Employees will not receive remuneration for unused sick credits and unused sick leave will not be paid out upon termination of employment.

The decision to terminate the Band Manager will be decided by the Chief and Council.

b) Return of AFN Property

Any AFN property issued to an employee, such as computer equipment, cell phones, briefcases, product samples, tools or uniforms, must be returned to the AFN at the time of retirement, termination, lay off, dismissal or resignation. Each employee is responsible for paying for any lost or damaged items. The value of any property issued and not returned may be docked from the final payroll cheque.

References and Related Authorities

- (1) FMB's Financial Management System Standards
 - a. Standard 12.6.6 – Dismissal Policies
- (2) FMB's Financial Administration Law Standards
 - a. Standard 11.4.4 –HR Policies / Practices

- b. Standard 11.4.5 – Personnel Competence
- c. Standard 12.4 – Enforcement

26. Reporting of Breaches and Financial Irregularities

Policy

All Councillors, Officers and employees of the First Nation and all contractors and agents engaged in financial administration activities have the responsibility to report instances of misconduct to the Band Manager or Chairperson of the Finance and Audit Committee or Council. The identity of individuals who report misconduct will be protected from disclosure to the extent practicable in the circumstances, individuals who report in good faith will be protected from reprisals, persons against whom an allegation of misconduct is made will be treated fairly and allegations of misconduct will be fully investigated as efficiently as possible and resolved as appropriate.

Purpose

The purpose of this policy is to ensure there is a procedure to report, investigate, and act upon allegations of wrongdoing within the financial management system and to provide protection to persons who come forward with these reports in good faith.

Scope

This policy applies to Council, Officers, employees, contractors, agents and members of the First Nation.

Responsibilities

(1) Council is responsible for:

- a. Ensuring that this policy is communicated to all affected and interested persons;
- b. Investigating reported misconduct concerning members of the Finance and Audit Committee;
- c. Ensuring that the identity of the person who makes a report of misconduct in good faith is kept confidential to the extent practical in all circumstances and not subject to reprisals for making the report;
- d. Approving policies and procedures required in the Financial Administration Law in respect of such matters; and
- e. Supporting and fostering an ethical environment.

(2) The Finance and Audit Committee is responsible for:

- a. Reviewing any reports provided to it respecting inquiries into the circumstances of the reported misconduct, conducting any further inquiry it considers necessary and providing a report to the Council, along with any recommendations;

- b. Taking all reasonable steps to ensure that the identity of the person who makes a report of misconduct is kept confidential to the extent practical in all circumstances;
- c. Taking necessary steps to ensure that persons who have reported instances of wrongdoing remain protected against any reprisals including but not limited to discrimination, retaliation, threats, harassment or loss of employment or employment opportunities;
- d. Making recommendations to the Council on how to address and remediate reported instances of wrongdoing; and
- e. Supporting and fostering an ethical environment.

(3) The Chair of the Finance and Audit Committee is responsible for:

- a. Receiving reports of misconduct, making an appropriate and expeditious inquiry into the matter and reporting to the Finance and Audit Committee as soon as practicable;
- b. Taking all reasonable steps to ensure that the identity of the person who makes a report of misconduct is kept confidential to the extent practical in all circumstances;
- c. Taking necessary steps to ensure that persons who have reported instances of wrongdoing remain protected against any reprisals including but not limited to discrimination, retaliation, threats, harassment or loss of employment or employment opportunities; and
- d. Reporting to Council any contravention or suspected contravention of the prohibition against reprisals.

(4) The Band Manager is responsible for:

- a. Communicating the Reporting of Breaches and Financial Irregularities Policy to all affected and interested persons;
- b. Ensuring all employees, consultants and contractors have signed the Acknowledgement and Agreement Regarding the Reporting of Breaches and Financial Irregularities to acknowledge that they have read, understood, and will abide by the policy;
- c. Providing a confidential reporting procedure(s) to report violations;
- d. Receiving reports of misconduct, making an appropriate and expeditious inquiry into the matter and reporting to the Finance and Audit Committee as soon as practicable;

- e. Taking all reasonable steps to ensure that the identity of the person who makes a report of misconduct is kept confidential to the extent practical in all circumstances;
- f. Taking necessary steps to ensure that persons who have reported instances of wrongdoing remain protected against any reprisals including but not limited to discrimination, retaliation, threats, harassment or loss of employment or employment opportunities;
- g. Reporting to Council any contravention or suspected contravention of the prohibition against reprisals.
- h. Securing related records; and
- i. Fostering an open and supportive ethical environment.

Procedures

(1) Fostering an open and ethical working environment

- a. The Band Manager will communicate this policy to all employees.
- b. Each individual employed or contracted with, or acting as an agent for the First Nation in respect of the financial administration of the First Nation, will be required to sign the agreement in Appendix I to indicate that they have read, understood and accepted its contents before employment or appointment begins.
- c. On an annual basis, all employees and consultants will sign and date the Acknowledgement and Agreement Regarding the Reporting of Breaches and Financial Irregularities.
- d. The identity of any person who raises a concern of wrongdoing will remain confidential to the extent practically possible.
- e. A person reporting a breach in good faith will receive fair and unbiased treatment throughout the investigative process and will be protected from reprisals. Council will ensure that the person is protected from any discrimination, threats, retaliation or harassment.
- f. A person against whom a report has been made will receive fair and unbiased treatment. Where a preliminary inquiry into a report indicates a possible finding of misconduct, the person against whom the report has been made will be given an appropriate opportunity to answer the allegation in a manner consistent with the other provisions of this policy.

- g. On an annual basis, the Finance and Audit Committee will provide Council with a report on the effectiveness of this policy and the Code of Conduct policy. Statistics regarding the number of cases reported, investigated, resolved and outstanding will be included in the report, as well as any lessons learned or proposed changes to the policies.

(2) Methods to report suspected wrongdoing

- a. Council has established the following procedures to receive, retain, investigate and act on complaints and concerns of councillors, Officers, employees, contractors and agents of the First Nation regarding instances of misconduct or wrongdoing.
- b. The Band Manager will ensure that the procedures noted above will be included in the contracts of contractors and the appointment of agents and committee members.
- c. Both the Band Manager and the Chair of the Finance and Audit Committee are authorized to receive and inquire into reports of misconduct or wrongdoing.
- d. The Band Manager and the Chair of the Finance and Audit Committee will report their respective findings of an inquiry into a report of misconduct or wrongdoing that they receive.
- e. The Finance and Audit Committee is authorized to inquire further into any findings reported to it by the Band Manager and the Chair of the Finance and Audit Committee.
- f. Any report received by a First Nation's Officers, employees, contractors or agents from any source inside or outside the First Nation should be immediately forwarded to the Chair of the Finance and Audit Committee. Councillors should report directly to the Chair of the Finance and Audit Committee.
- g. First Nation Officers, employees, contractors or agents should forward their reports to the Band Manager or the Chair of the Finance and Audit Committee.
- h. Instances of wrongdoing can be reported directly to the Chair of the Finance and Audit Committee or the Band Manager to:

c/o Acadia First Nation
10526 Hwy # 3
Yarmouth, NS B5A 5J7

(3) Inquiring into reported wrongdoing

- a. Promptly upon receipt of a report, the Band Manager or Chair of the Finance and Audit Committee, as the case may be, will:
 - i. Confirm in writing to the party who has reported an alleged misconduct that the report has been received
 - ii. Ensure that the identity of the person(s) making the report is kept confidential to the extent possible and that individuals who report in good faith are protected from reprisals;
 - iii. Include the report on a confidential written docket to the person(s) conducting the investigation, summarizing in reasonable detail:
 - a) The nature of the report (including specific allegations made and the names of the persons involved);
 - b) The date of receipt of the report;
 - c) The current status of any inquiry;
 - d) The report made to the Finance and Audit Committee;
 - e) Any final resolution of the reported wrongdoing.
 - iv. Decide upon the appropriate action to be taken when conducting the inquiry and start the inquiry as soon as possible. The inquiry should seek to confirm or refute the facts presented;
 - v. When the alleged incident is of significant risk (to the operations, reputation, etc. of the First Nation), related to potential criminal acts by individuals, or of high financial value to the First Nation, the Band Manager or the Chair of the Finance and Audit Committee may retain external expertise to conduct the inquiry;
 - vi. Within a period of eight weeks from the day the report has been received, inform the party who reported the alleged irregularity of the status of the inquiry and steps that have been taken or will be taken following the results of the inquiry;
 - vii. If the inquiry cannot be completed with the eight-week time frame, inform in writing the person who reported the alleged irregularity and indicate a new time frame for the conclusion of the inquiry;
 - viii. Report on the progress of current inquiries at each Finance and Audit Committee meeting; and

- ix. Upon completion of the inquiry, report to the Finance and Audit Committee on the conduct of the inquiry and the result of the inquiry and recommend actions to be taken.
- b. Upon receipt of the report from the Chair of the Finance and Audit Committee or the Band Manager, the Finance and Audit Committee will determine if it will conduct any further inquiry into the matter but in any event will make a report to the Council of the circumstances reporting to the Committee including the Committee's recommendations if any.
- c. The Finance and Audit Committee will actively monitor inquiries to ensure they are conducted in accordance with this policy.
- d. If the reported wrongdoing concerns a member of the Finance and Audit Committee, the Council will inquire into the matter or retain external expertise to conduct the inquiry.

(4) Responding to wrongdoing and initiating remedial actions

- a. After considering the final report of the results of an inquiry, the Finance and Audit Committee will recommend a course of action to Council which will make a decision to resolve the issue as soon as practical.
- b. Resolution actions will be commensurate with the severity of the wrongdoing incurred, and can include reprimands, leave without pay, termination, revocation of appointment or other remediation as determined by the Council and subject to the provisions of the Discipline and Dismissal Policy.
- c. Police will be contacted if activities of a criminal nature related to financial crimes are identified.
- d. Recovery of First Nation funds, either expended or forfeited, as a result of the wrongdoing as described in the Financial Administration Law will be tracked and collected from the responsible individual(s).

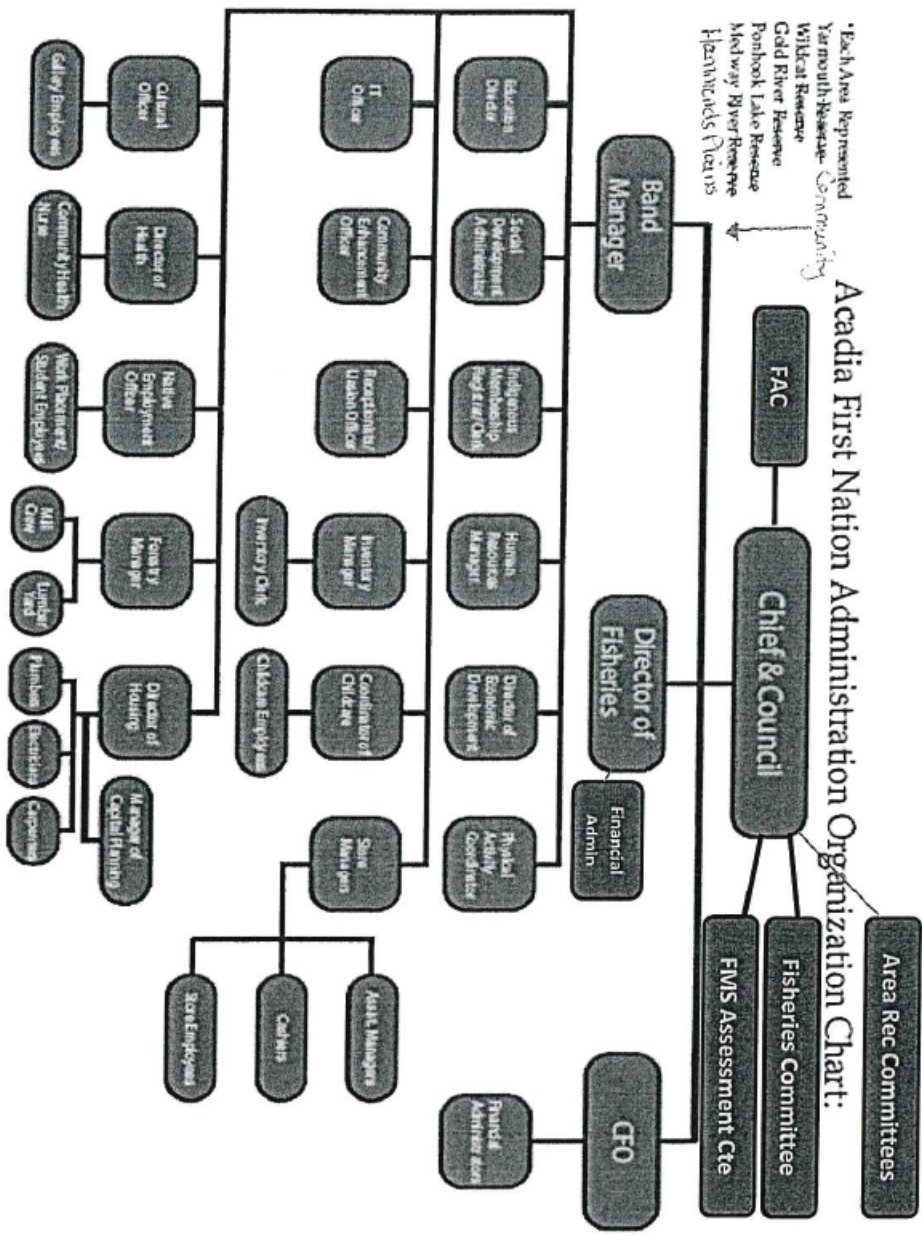
References and Related Authorities

- (1) The FMB's Financial Management System Standards
 - a. Standard 27.1 - Reporting policies
 - b. Standard 27.2 - Reporting procedures
 - c. Standard 27.3 – Enforcement policy/procedure
- (2) The FMB's Financial Administration Law Standards
 - a. Standard 27.1 - Reporting misconduct

- b. Standard 27.2 - Obligation to report
- c. Standard 27.3 - Protection for whistleblowers
- d. Standard 27.4 - Procedural requirements

Appendix A

Acadia First Nation Administration Organizational Chart



* Each Area Represented
 Yamouth Reservoir
 Wildcat Reservoir
 Gold River Reservoir
 Pombok Lake Reservoir
 Medway River Reservoir
 Hammonds Falls

Acadia First Nation Administration Organization Chart:

Appendix B

Code of Conduct Declaration

I hereby confirm that I have read and understand the Conduct and Conflict of Interest Expectations set out in AFN's Financial Administration Law ("the Law") and the Schedule – Avoiding and Mitigating Conflicts of Interest and agree to comply fully with them.

I agree that I will adhere to the following principles and responsibilities governing my professional and ethical conduct.

To the best of my knowledge and ability:

I will comply with the Law, any other applicable First Nation law and any applicable standards.

I will maintain confidentiality of any access codes and passwords required to access AFN records.

I will act with honesty, good faith and in the best interest of AFN.

I will exercise the care, diligence and skill that a reasonably prudent individual would exercise in comparable circumstances;

I will avoid any real, potential, or apparent conflicts of interests.

I will act with due care, competence, and diligence, without misrepresenting material facts or allowing my independent judgement to be subordinated.

I will respect the confidentiality of information acquired in the course of my work or service except when authorized to do so in the performance of my duties or am otherwise legally obligated to disclose.

I will ensure responsible use of and control over all First Nation assets and resources entrusted to me.

I will be accountable for adhering to this declaration.

Declaration of Understanding

Print Name

Signature:

Date:

Employee Confidentiality Agreement (ECA)

This Employee Confidentiality Agreement is given to AFN in consideration of employment provided by AFN.

I acknowledge that as part of my employment with AFN, I will be given access to information that is of a personal and confidential nature, for the purpose of fulfilling employment obligations.

I further acknowledge that the nature of the information is such that the unauthorized release, either deliberate or inadvertent, will cause irreparable injury to the individuals identified in the documentation and to AFN as custodian of the information.

I therefore agree:

1. To hold all confidential information in trust and strict confidence, to adhere to the policies and practices of AFN for preserving confidentiality and further agree that it shall be used only for the purposes required to fulfill employment obligations, and shall not be used for any other purpose, or disclosed to any third party.
2. To keep any Confidential Information in my control or possession in a physically secure location to which only I and other persons who have signed a confidentiality agreement with AFN have access.
3. To not remove any Confidential Information from AFN unless, and to the extent that, I obtain written pre-authorization from AFN. Whenever I am so pre-authorized, I agree to take all necessary steps to keep such Confidential Information secure and to protect such Confidential Information from unauthorized use, reproduction or disclosure.
4. To ensure that I will maintain confidentiality of any access codes and passwords required to access AFN computer records and will follow any and all protocol set out by AFN to change regularly access codes and passwords.
5. To maintain the absolute confidentiality of personal and confidential information in recognition of the privacy rights of others at all times, and in both professional and social situations.
6. To comply with all privacy laws and regulations, which apply to the collection, use and disclosure of personal information including Nova Scotia's *Freedom of Information and Protection of Privacy Act* (FOIPOP).

7. Upon demand by management, to return all confidential information, including written notes, reports, photographs, memoranda or notes taken, to my Manager or the Band Manager.
8. To not disclose confidential or personal information to any therapist, consultant or other third party unless they agree to execute and be bound by the terms of this Agreement and have been approved by AFN in an official, legal capacity.
9. To immediately report any breaches of privacy and or confidentiality to my Manager.
10. To understand that if I have questions or concerns respecting access or the release of confidential information, I am responsible for addressing those questions or concerns with my Manager.

I understand that a breach of confidentiality or misuse of information could result in disciplinary action up to and including termination of employment.

I understand that this undertaking survives the termination of my employment relationship with AFN and I may be fined and or face penalties should I breach this Employee Confidentiality Agreement even after my employment/engagement with AFN.

I fully understand and accept responsibilities set above relating to personal and confidential information.

The laws of Nova Scotia, Canada, shall govern this Agreement and its validity, construction and effect.

Employee Name: _____

Employee Signature: _____ Date: _____

Witness Name: _____ Date: _____

Witness Signature: _____ Date: _____

Conflict of Interest Disclosure Form

* Please note that the below form may be amended for contractor' use if applicable.

CONFLICT OF INTEREST DISCLOSURE FORM
<p>An employee has a "conflict of interest" when the employee exercises a power or performs a duty or function and at the same time knows or ought reasonably to have known that in the exercise of the power or performance of the duty or function there is an opportunity to benefit the employee's private interests.</p> <p>Private interests are defined in the FAL Schedule – Avoiding and Mitigating Conflicts of Interests and include the interests of closely associated persons or entities.</p> <p>An employee has an apparent conflict of interest if a reasonably well-informed person would perceive that the employee's ability to exercise a power or perform a duty or function of their office or position must be affected by the employee's private interests.</p> <p>All employees are required to declare any actual, potential or apparent conflicts of interest to AFN. Conflicts of interest could arise from "personal interests" which include:</p> <p><i>The individuals spouse</i></p> <p><i>A person under the age of eighteen (18) years in respect of whom the individual or the individual's spouse is a parent or acting in a parental capacity;</i></p> <p><i>A person in respect of whom the individual or the individual's spouse is acting as guardian;</i></p> <p><i>A person, other than an employee, who is financially dependent upon the individual or the individual's spouse or on whom the individual is financially dependent; and</i></p> <p><i>An entity in which the individual or the individual in combination with any other person described in this section has a controlling interest.</i></p> <p><i>Close family or personal relationships with employees in a position to influence the affairs of AFN, or otherwise engaged in the affairs of AFN</i></p> <p><i>Close relationships with individuals having an interest in information, competitive, intellectual or other interests of AFN</i></p>
Declaration: I disclose the following actual, potential or apparent conflicts of interest:
Employee name (print):
Employee signature:

Title:
Date:

Appendix C

Performance Review Form

Performance Review Form (to be completed for all employees and forwarded to Human Resources)

Employee Name:

Department:

Review Completed By:

Review Period: from to

Position Title:

Supervisor:

Key Elements:

1. Accomplishments - the extent to which the employee meets expectations in performing the job functions of his/her position as defined in the job description and annual goals/developmental plan as agreed upon with the supervisor.

- 4 Consistently Exceeds Expectations
(supporting statement/documentation required)
- 3 Fully Achieves Expectations
- 2 Sometimes Achieves Expectations
- 1 Unsatisfactory/Rarely Achieves Expectations
(supporting documentation required)

Supervisor's Comments:

2. Service & Relationships - the extent to which the employee's behaviors are directed toward fostering positive working relationships in the workplace, respect for, and cooperation with colleagues and clients.

- 4 Consistently Exceeds Expectations
(supporting statement/documentation required)
- 3 Fully Achieves Expectations
- 2 Sometimes Achieves Expectations
- 1 Unsatisfactory/Rarely Achieves Expectations
(supporting documentation required)

Supervisor's Comments:

3. Accountability & Dependability - the extent to which the employee contributes to the effectiveness of the department and the overall mission of AFN.

- 4 Consistently Exceeds Expectations
(supporting statement/documentation required)
- 3 Fully Achieves Expectations
- 2 Sometimes Achieves Expectations
- 1 Unsatisfactory/Rarely Achieves Expectations
(supporting documentation required)

Supervisor's Comments:

4. Adaptability & Flexibility - the extent to which the employee exhibits openness to new ideas, programs, systems, and/or structures.

- 4 Consistently Exceeds Expectations
(supporting statement/documentation required)
- 3 Fully Achieves Expectations
- 2 Sometimes Achieves Expectations
- 1 Unsatisfactory/Rarely Achieves Expectations
(supporting documentation required)

Supervisor's Comments:

5. Decision Making & Problem Solving - the extent to which the employee makes sound and logical job-related decisions that are in the best interest of AFN and its mission. (As applicable, this element includes developing and managing human and fiscal resources.)

- 4 Consistently Exceeds Expectations
(supporting statement/documentation required)
- 3 Fully Achieves Expectations
- 2 Sometimes Achieves Expectations
- 1 Unsatisfactory/Rarely Achieves Expectations
(supporting documentation required)

Supervisor's Comments:

RATING

Consistently Exceeds Expectations

Fully Achieves Expectations

Sometimes Achieves Expectations

Salary Increment recommended: _____ Yes _____ No

Unsatisfactory Performance/Not Eligible for Salary Increment
(Performance Improvement Plan Required)

Extend Probationary Period: _____ Yes _____ No

1. Goals and Objectives have been developed and discussed with employee?

Yes No

2. Job Duties and Performance Expectations have been discussed with employee?

Yes No

3. Appropriate corrective action/developmental goals has been discussed with employee?

4.

Yes No NA

Supervisor's Comments: (This section may be used as documentation for the "Unsatisfactory" ratings.)

Employee's Comments: (Employees may provide additional comments to be retained with this document in the personnel file.)

By signing below, I acknowledge that I have participated in the review process and have received a copy of the review.

Employee's Signature: _____ Date: _____

Manager/Supervisor's Signature: _____ Date: _____

Human Resources Manager Signature: _____ Date: _____

Band Manager's Signature: _____ Date: _____

Salary Increment Approved ____ Yes ____ No

Annual Goals and Developmental Plan

Employee Name:

Department:

Position Title:

Review Completed By:

Review Period: _____ to _____

- The Annual Goals/Developmental Plan should include both departmental goals and plans for personal and professional development.
- The time frame indicates when the goal should be accomplished.
- Evaluation indicates how accomplishment will be measured.

Goals and Objectives	Time Frame	Evaluation
1.		
2.		
3.		
4.		
5.		

Appendix D

Orientation Checklist

EMPLOYEE INFORMATION		
Name:	Start date:	
Position:	Manager:	
FIRST DAY		
Received the Employee Human Resources Manual Received and Signed AFN Employee Confidentiality Agreement and Acknowledgement Agreement		
POLICIES		
Review policies	<ul style="list-style-type: none"> ▪ Respectful workplace ▪ Vacation and sick leave ▪ Holidays ▪ Time and leave reporting ▪ Overtime ▪ Job descriptions ▪ Performance reviews ▪ Dress code ▪ Finance ▪ Hours of work 	<ul style="list-style-type: none"> ▪ Code of conduct/conflict of Interest standards ▪ Progressive disciplinary actions ▪ Security ▪ Confidentiality ▪ Safety ▪ Emergency procedures ▪ Visitors ▪ Internet and computer use ▪ Technology Policy
ADMINISTRATIVE PROCEDURES		

<p>Review general administrative procedures.</p>	<ul style="list-style-type: none">▪ Office/desk/work station▪ Keys▪ Mail (incoming and outgoing)▪ Shipping▪ Business cards▪ Time tracking process	<ul style="list-style-type: none">▪ Telephones▪ Conference rooms▪ Expense reports▪ Office supplies▪ Purchase requests▪ Travel Policy
--	--	---

INTRODUCTIONS AND TOURS

Give introductions to department staff and key personnel during tour.

Tour of facility, including:

- | | | |
|--|---|--|
| <ul style="list-style-type: none">▪ Restrooms▪ Mail rooms▪ Copy centers▪ Fax machines | <ul style="list-style-type: none">▪ Bulletin board▪ Parking▪ Printers▪ Office supplies | <ul style="list-style-type: none">▪ Kitchen▪ Coffee/vending machines▪ Emergency exits and supplies |
|--|---|--|

POSITION INFORMATION

Introductions to team.
Review initial job assignments and training plans.
Review job description and performance expectations and standards including the probation policy
Review job schedule and hours.
Review payroll timing and policies and procedures.

COMPUTERS

Hardware and software reviews, including:

- | | | |
|---|--|--|
| <ul style="list-style-type: none">• E-mail• Computer | <ul style="list-style-type: none">• Microsoft Office System• Data on shared drives• Time Tracking System | <ul style="list-style-type: none">• Databases• Internet |
|---|--|--|

Signature of Employee _____

Date _____

Human Resource Manager/Immediate Supervisor _____

Date _____

Appendix E

Acknowledgement Agreement

I acknowledge that I have received a copy of the AFN Human Resources Policy Manual and I have read and understand its content, including all of its policies, and I do commit to adhere to the HR Manual.

I am aware that if, at any time, I have questions regarding the HR Manual and its policies I should direct questions to my immediate supervisor, Band Manager/ Human Resource Manager.

I also am aware that AFN at any time, may on reasonable notice, revise, enhance, or delete organization policies.

Employee's Printed Name

Position

Employee's Signature

Date

Appendix F

Record of Additions, Deletions and Amendments

Section	Addition, Deletion or Amendment Subject	Date
1	Deletion: “Manager of Human Resources” Replaced with: Human Resources Manager (updated throughout policy)	
2.2	Deletion from “HR Manager” definition: “Director” Replaced with: Manager Addition to “Immediate Family” definition: Grandchildren	
2.2	Deletion of definition: “Long term sick leave”, means a time period of more then three (3) months where an employee has ben absent from work and provided leave due to illness.	
3.4 (6 in revised draft)	Deletion: “Sign” Replaced with: Signs	
4.5 (8.5 in revised draft)	Addition: She & Her Remove: 2011 Conflict of Interest Policy and replace with Acadia First Nation’s Governance Policy	
5.4/ 5.5 (10.2, 10.3 in revised draft)	Deletion: “manager of” & “Director” Replaced with: Manager	
7.1 (12i in revised draft)	Deletion: “6” Replaced with: 0	
7.2 (12ii in revised draft)	Deletion: “or family leave” Replaced with: leave	
7.4 (12iv in revised draft)	Addition: / Director	

8.2 (13ii in revised draft)	<p>Deletion: “include the one-week period prior to the following day that pay day.</p> <p>Addition: Pay periods are once week behind the scheduled pay date. Example: Your start date (first day worked) is Monday June 4th, your first payday will be Thursday June 14th for a one week pay period the week of June 4th.</p>	
11.2 (17ii in revised draft)	<p>Deletion: “10.1” & “vacations” Replaced with: 17i & vacation</p>	
11.4 (17iv in revised draft)	<p>Addition: Apprentices employees who have a signed contact agreement with METS (Mi’kmaq Employment Training Secretariat) is governed by their training employment placement with Acadia First Nation. Apprentices who participate in the training program are not considered band employees and will not be eligible for Acadia First Nations benefits program (Health, Dental & Pension).</p> <p>Once the training employment placement has ended all participants will be issued a final record of employment. Completion of the METS training employment program with Acadia First Nation does not guarantee a job placement at the end of the contract.</p>	
12.3 (18iii in revised draft)	<p>Deletion: “Long” & apply for short-term or long-term sick leave benefits under the benefits plan; dependent on the expected time of absence</p>	
13.1 (19i in revised draft)	<p>Deletion: “and” Replaced with: or</p>	
13.4 (19iv in revised draft)	<p>Deletion: “request” Replaced with: requests</p>	
13.9 (19ix in revised draft)	<p>Addition: & Federal</p>	

13.13 (19xii in revised draft)	Deletion: “and Director of Human Resources”	
18.2 (24ii in revised draft)	Addition: ; and AFN Medway- Vehicles- Carpentry Building parking area	
22v and Appendix D	Deletion: Social Media Policy Replace with: Technology Policy	

Appendix G

Job Description Template

Title	Date Prepared
Department	

Overall Purpose of the Job

Provide a brief but specific statement that describes the **main purpose** of this job.

Key Accountabilities (4-7)

List in order of the most important end results this job is expected to achieve and how this is achieved.

May perform other related duties as assigned.

Reporting Relationships

This Job Reports to:

Job Titles and number of incumbents reporting to this job: (if applicable)

Contacts (Typical)

The usual internal and external contacts and the purpose of those contacts required in the performance of this job:

Innovation

The typical creativity and problem solving required in this job include:

Decision Making

The usual types of decisions made in this job and the types of problems or decisions that must be referred to a supervisor include:

Impact of Results

The typical impact of end results produced by this job are:

Dimensions (Approximate)

Please include up to 4 key measurable areas upon which this job may have either direct or indirect impact: For example: Number of transactions processed annually, Annual Operating Budget of a division, Revenue generated each year; Number of staff supervised, or other significant measures on an annual basis:

Working Conditions

Please identify the typical work environment for this job.

Examples:

A Physical Environment

B Physical Effort

C Sensory Attention

D Mental Pressures

Qualifications and Experience Required for the Position:

Other important information not referenced elsewhere in the job description that will assist the reader with a further appreciation of what is typical of this job. If a particular credential, license, trade certification, professional designation is required to fulfill the duties of this job include it in this section. For example: B.N; MSW; B.ED; Peng; CA; Journey person Certificate; Community College Diploma, etc.

Verification and Agreement:

This job description has been approved by the Director/Manager and Human Resources Manager as an accurate description of the job. The signature of the incumbent is considered an agreement by the incumbent with the accountabilities of the job.

<p>Incumbent's Signature and Date:</p> <p>Director/Manager's Signature and Date:</p>	
<p>HR Manager's Signature and Date:</p> <p>Band Manager's Signature and Date:</p>	

Compensation & Classification USE ONLY			
Salary		P a y	
		Level	
Approved Classification			
Approval Date			

March 15, 2017

APPENDIX H

Covering Letter from Human Resources Manager to the Employee

Date

To: Employee Name

Re: Attendance

During the attendance interview you advised that you had a medical condition that has prevented you from reporting for work on a regular and consistent basis. In order that we may support and accommodate your medical condition and to further clarify how your condition may affect your job duties, we ask that you please provide the enclosed confidential letter to your physician. Please have your physician fill out the letter and provide back to the Human Resources Manager, AFN (insert address). This will then allow us to determine how we should reasonably accommodate your specific occupational demands and expectations.

All medical information that you provide will remain confidential to the Band Manager and the Human Resources Manager and will only be used for the purposes as stated above. The Human Resources Manager will provide objective information required to enable the employee's supervisor to manage.

It is your responsibility to ensure that this report is completed and provided back to the Human Resources Manager, AFN (insert address) within 14 days, and a failure to do so will result in a presumption that there is no medical reason for your absence from work.

Sincerely,

Human Resources Manager

Please insert the address of the Agency in the upper right hand corner

Medical Attendance Letter for Doctor

(To be used when Employee indicates Medical Reason for Absences)

Date

Dear Dr. _____

RE: Employee's Name

Employee's name, an employee of AFN, was recently interviewed to review *his/her* work attendance. During this interview, **Employee's name** indicated that there was a medical condition that contributed to his/her use of sick leave.

In order that we may advise the employee's supervisor accurately regarding the reasonable expectations for this employee's attendance, we require further information. To this end, would you please provide further information with respect to the following questions, keeping in mind the attached job description that outlines his/her job responsibilities. The medical information you provide will remain confidential. Management will be provided only with information regarding the employee's fitness for work.

1. Are you aware of any medical restrictions that prevents the employee from attending work on a regular and consistent basis?

Yes _____ No _____

If yes, what are the restrictions?

2. Please provide the dates on which this employee consulted you in regards to these restrictions in the past year.

3. What is the current treatment plan and what specialists, if any, have been involved in this employee's care? Do you anticipate that specialist treatment may be required for the employee?

4. What is the prognosis for the employee's condition? Please address whether and when she/he will be able to fulfill his/her duties in a safe manner? When do you anticipate this employee being able to attend work on a regular and consistent basis?

5. Are there any modifications in the duties or the work environment that the employer can consider in order to assist the employee to return to work on a full-time or part time basis? If there are, please detail your recommendations.

Please provide your confidential report in the enclosed envelope. Costs associated with completion of this form may be submitted along with the confidential report to the above address. The employee has been asked to provide this information to me within 14 days from the date of this letter.

Thank you in advance for your timely attention to this matter.

Sincerely,

Human Resources Manager

cc: Employee's Name

Appendix I

Acknowledgement and Agreement Regarding the Reporting of Breaches and Financial Irregularities

This is to acknowledge that I have received and read a copy of the Acadia First Nation's Reporting of Breaches and Financial Irregularities Policy. I understand that the integrity of the financial information and other information of the First Nation is vital.

I further understand that the First Nation is committed to a work environment free of discrimination, retaliation, threats or harassment for employees and contractors who has raised concerns regarding financial misconduct or wrongdoing and that the First Nation specifically prohibits reprisals against any person who makes a good faith report regarding such concerns. Accordingly, I specifically agree that to the extent I have concerns of financial misconduct or wrongdoing that I reasonably believe to be in violation of the First Nation's laws or policies, I will immediately report such conduct in accordance with the First Nation's Reporting of Breaches and Financial Irregularities Policy.

I confirm that I have read this policy and understand the expectations of me contained herein.

Signature Employee's/Contractor's

[printed] Employee's/Contractor's Name

_____ Date