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BEAVER FIRST NATION

PERSONNEL POLICIES AND PROCEDURES

BEAVER FIRST NATION
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Section 1: Definitions

"**Agency**" means any board, tribunal, commission, committee of the Nation including a society or a non-profit corporation but it does not include a corporation or any type of business structure that is operated for the purpose of making a profit, even if controlled by the Nation;

"**Agreement**" means any written Agreement between the Nation and another party or parties, including the federal government, a provincial government, or any third party, pursuant to which money is to be paid to or by the Nation;

"**Confidential Information**" means, but is not limited to, any information, data, technology, material or other property, of any kind and in whatever form, that is confidential or proprietary to the Nation or its Agencies, including, without limitation, any information relating to security matters, safety incidents and government relations, and any information discussed in an "in camera" session of a Council meeting; but does not include information which is or becomes generally available to the public or is required by regulation or law includes anything pertaining to any of the following: Personal Confidential Information, Business Information, Information Not for Public Consumption, and Employee Personal Information, as such are defined in the Confidentiality and Access to Information Policy and any such other information as outlined in the Confidentiality and Access to Information Policy;

"**Conflict of Interest**" means an actual or perceived interest by an Employee in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain, and has the same meaning as prescribed in the Conflict of Interest Policy;

"**Council**" means the duly elected Chief and Council of the Nation;

"**Department**" means the administrative division of the Nation administration as established from time to time by Council and includes service centres, Agencies, administrative units and other internal organizational units of the Nation administration;

"**Direct Reporting Relationship**" means an Employee whose position is directly below that of another Employee and who is managed by that Employee. Examples include:

- A staff Employee and a supervisor;
- A supervisor and a Manager/Director; and
- A Manager/Director and the Nation Administrator.

"**Discrimination**" is an action or a decision that treats a person or a group negatively on the grounds of: race, national or ethnic origin, colour, religion, religious beliefs, age, gender, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability and conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered;

“Domestic Violence” means:

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

“Employee” means all categories of Nation staff, including full-time, part-time, casual, temporary and seasonal employees; but not contractors;

“Essential Services Employees” means those Employees employed in public works and housing and includes emergency services Employees;

“Family Member” means:

- Husband, wife, common-law partner or permanent companion (“spouse”);
- Child, step-child, adopted child, daughter-in-law, son-in-law, child’s biological parent, grandchild, or foster child;
- Parent, adopted parent, step-parent or spouse’s parent or step-parent;
- Grandparent, step-grandparent, great grandparent or spouse’s grandparent, step-grandparent or great grandparent;
- Sibling, step-sibling or spouse’s sibling or step-sibling;
- Aunt or uncle, aunt in-law, uncle in-law;
- Niece, nephew or first cousin; or
- Any other person who is a member of a class of persons designated as family or immediate family member under federal or Alberta employment standards legislation.

“Immediate Family Member” means a spouse, parent, grandparent, aunt, uncle, child, step-child, adopted child, foster child, grandchild, step-grandchild, sibling or any other relative who resides permanently in the household;

“Leave of Absence” means a paid or unpaid leave of absence from work which does not sever the Employee’s employment relationship with the Nation;

“Manager/Director” means an Employee of the Nation who is responsible for a program, project or Agency;

“Member” means a person recognized by the Nation as being a member of the Nation and whose name is registered on the membership roll;

“Nation” or **“BFN”** means the Beaver First Nation;

“Nation Administrator” means the senior administrative officer responsible for the administration of the Nation and who reports directly to Council;

“Nation Asset” means any Asset partially or fully owned, leased, or possessed by the Nation;

“Personal Information” is information about an identifiable individual;

“Policy” means a program of actions adopted by the Council and the principles upon which they are based;

“Relief Staff” means a person hired to work on an irregular or call-in basis to perform work made available as a result of the absence of the Employee who normally holds the position, or to perform work as required by the Nation;

“Reserve” means IR 164, IR 164A and any other lands for which Indian Reserve status has been sought further to the federal Policy on Additions to Reserve/Reserve Creation, being Section 10 of INAC’s Land Management Manual;

“Resolution” means a validly enacted Band Council Resolution by the Council;

“Secondary Employment” means having a second position or job at the same time as full-time employment with the Nation: and

“Working Alone” means to travel alone by vehicle or to work alone at a work site in circumstances where assistance is not readily available if there is an emergency or the Employee is injured or ill.

Section 2: Introduction

Purpose

- 2.1 These Personnel Policies and Procedures regulate the management of the Employees of the Nation and its Agencies.
- 2.2 Nothing in these Personnel Policies and Procedures shall abrogate or derogate from BFN's inherent right to self-governance and self-determination, Treaty 8 rights, or any of BFN's other rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.

Content

- 2.3 These Personnel Policies and Procedures contain operational policies and procedures that have been approved and adopted by Council. Operational policies and procedures assist Council and the Nation Administrator in managing the ongoing operations of the Nation. Operational policies and procedures are created and updated at the discretion of Council. It is not necessary for operational policies and procedures to be ratified by the Members as they are not laws.
- 2.4 Council reserves the right to amend these Personnel Policies and Procedures in its sole discretion by Resolution.
- 2.5 When Policy is established or amended, the Nation will take reasonable steps to advise Employees.

Interpretation and Severability

- 2.4 In these Personnel Policies and Procedures, words in the singular include the plural and vice versa, words importing gender include all genders, and a reference to any Act, by-law, rule or regulation or to a provision thereof shall be deemed to include a reference to any Act, by-law, rule or regulation or provision enacted in substitution therefore or amendment thereof.
- 2.6 Federal or Provincial laws apply to personnel matters and the management of Employees depending on the circumstances. To the extent of any inconsistency between these Personnel Policies and Procedures and any applicable laws, the applicable laws will prevail to the extent of the inconsistency.
- 2.7 The provisions of these Personnel Policies and Procedures shall be deemed severable. If any provision of these Policies and Procedures shall be held unenforceable by any court of competent jurisdiction, such provision shall be modified to the extent necessary to be enforceable, and the remaining provisions shall remain in full force and effect.

Application

- 2.8 Before or on assuming any employment duties, Employees will be provided with a copy of these Personnel Policies and Procedures and his or her job description. By accepting employment with the Nation, the Employee accepts and is bound by the terms of these Personnel Policies and Procedures, including any Appendices and amendments made after employment has commenced. Employees have a responsibility to review their obligations under these Personnel Policies and Procedures at least once a year.
- 2.9 Individual terms and conditions of employment are set out in each Employee's employment contract. In the case of any inconsistency between the employment contract and these Personnel Policies and Procedures, the employment contract will prevail to the extent of the inconsistency.
- 2.10 No provision of these Personnel Policies and Procedures can be waived without written permission from the Nation Administrator. Written notification with reasons for the waiver must be provided to Council. Such a waiver, if granted, applies only to the Employee for whom the waiver was granted at the time of the waiver and to the specific provision or section so waived.

General Employment Principles

- 2.11 This section is to ensure that management and Employees are able to carry out their respective responsibilities in the manner required to efficiently and effectively deliver services on behalf of the Nation.
- 2.12 The Nation will:
- (a) Seek to create a positive work environment that is free from offensive remarks, material or behaviour and enforce the Prevention and Investigation of Harassment and Discrimination in the Workplace Policy, Prevention and Investigation of Violence and Lateral Violence in the Workplace Policy, Conflict of Interest Policy and the Confidentiality and Access to Information Policy included as Appendices to these Personnel Policies and Procedures;
 - (b) Endeavour at all times to provide a work environment that is supportive of productivity and the personal goals, dignity and self-esteem of every Employee; and
 - (c) Not condone behaviour in the workplace that is unacceptable and likely to undermine workplace relationships or productivity.
- 2.13 Employees, regardless of their position or status, are expected to:
- (a) Treat one another in a civil and respectful way and in the same fashion that they would expect to be treated. Disrespect and conflict between Employees will not be tolerated as it does not comply with the Nation's

cultural teachings or contribute to a healthy work environment.

- (b) Refrain from any activity in the work place which undermines these Personnel Policies and Procedures. Employees have an equal responsibility not to be frivolous or vindictive in making accusations.

Commitment to Culture and Language

2.14 Employees shall respect the culture and territory of their co-workers, Members and clients of the Nation. Accordingly, Employees are encouraged to participate in and incorporate culture and Indigenous language whenever appropriate. The culture of the Beaver people will be the primary culture incorporated; however, where it has been made known that it would be appropriate to incorporate other First Nation cultural practices, best efforts will be made to ensure respect is also given to those cultures.

Role of Council

2.15 This section is to provide general guidelines to Council with respect to these Personnel Policies and Procedures. The section also makes the Employees aware of the Role of Council as it pertains to the Administrator of the Nation.

2.16 Council shall:

- (a) For the purpose of these Personnel Policies and Procedures, make all related decisions by Resolution;
- (b) Define and approve an organizational structure for the effective operation of the Nation and its Agencies. The organizational structure will, among other things, depend on the scope and extent of the Nation's operations and the related availability of funding;
- (c) Select and identify the reporting relationships of all positions defined in above;
- (d) Review and approve annually the organizational structure or at any time positions are added to or removed from the structure;
- (e) Hire and oversee the employment of the Nation Administrator, Finance Manager, and all Directors; and
- (f) Establish such appeal or review bodies considered necessary, in their sole discretion, to create an appeal mechanism in relation to all personnel transactions of the Nation and its Agencies.

Nation Administrator

2.17 The following are the responsibilities of the Nation Administrator in relation to personnel matters.

2.18 The Nation Administrator shall:

- (a) Act as the senior official of the Nation and report directly to Council;
- (b) Make recommendations to Council regarding personnel matters;
- (c) Make recommendations to Council regarding the structure and organization of the Nation and its Agencies;
- (d) Be responsible for the proper safekeeping, administration and supervision of the personnel record keeping and reporting systems of the Nation;
- (e) Manage and oversee Employees and ensure they adhere to these Personnel Policies and Procedures and any other applicable Policies as may be adopted or amended from time to time; and
- (f) Ensure that the financial payroll system is managed effectively by the Finance Manager.

2.19 The Nation Administrator is expected to adhere to these Personnel Policies and Procedures, unless there is an inconsistency with the employment agreement, job description, or legal requirement. In such a case, the employment agreement, job description or legal requirement will prevail to the extent of the inconsistency.

Finance Manager

2.20 The following are the responsibilities of the Finance Manager with respect to payroll administration, financial management, and related record keeping, payroll policies and procedures of the Nation.

2.21 As directed by the Nation Administrator, the Finance Manager shall:

- (a) Report to and provide payroll and financial advice to the Nation Administrator;
- (b) Be responsible for performing the payroll functions of the Nation in an effective and efficient manner;
- (c) Assist in the preparation of the annual T4's and related summary report; and
- (d) Assist program, department, or other managers in the identification of payroll items for budget preparation and control.

(e) Fulfil the roles and responsibilities as outlined in the Financial Policies.

2.22 The Finance Manager is expected to adhere to these Personnel Policies and Procedures unless there is an inconsistency with the employment agreement, job description or a legal requirement. In such a case, the employment agreement, job description or legal requirement will prevail to the extent of the inconsistency.

Section 3: Recruitment

Philosophy and Objectives

- 3.1 The primary goal of the Nation is to identify needs and priorities in addressing the socio-economic concerns of its Members. In striving to reach this goal, the Nation seeks to:
 - (a) Attract and retain qualified Employees to provide the services required by the Nation;
 - (b) Accept the unique needs of the individual Employee;
 - (c) Maintain a work environment that is open and trusting;
 - (d) Ensure timely and appropriate feedback; and
 - (e) Provide qualified candidates in the job market the opportunity to apply for vacant and new positions with the Nation.
- 3.2 All employment positions in the organization of the Nation shall be staffed under the authority of a hiring committee consisting of the Nation Administrator, Finance Manager, and department head or other individual as may be designated.
- 3.3 The individual(s) responsible for hiring shall ensure that:
 - (a) Any individual(s) responsible for hiring whose Immediate Family Member is being considered for employment shall exclude themselves from the interview process;
 - (b) All positions being filled are authorized by the Council; and
 - (c) The individual(s) responsible and/or their designates, who are responsible for recommending the hiring of a candidate shall conduct an evaluation at the conclusion of the probation period of the newly hired person.

Consistency

- 3.4 Temporary positions may be filled internally for a period no longer than thirty (30) days and then will be posted in the community of the Nation for a minimum of seven (7) calendar days.
- 3.5 Whenever possible, a Member will be given first opportunity for the position, provided that the Member has the qualifications, relative ability, knowledge and skills for the position.
- 3.6 Some positions may require skills for which a known level of competence exists, i.e., keyboarding, computer applications, and data entry. Under these circumstances, applicants may be requested to demonstrate 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.
- 3.7 Unless the position being hired into is time sensitive, reference checks and background checks will be completed to assess the reliability and personal

suitability of candidates who successfully pass the interview process. Additional screening activities may also be conducted, including criminal records checks, vulnerable sector checks, reference and education verification by the Nation Administrator.

- 3.8 The successful candidate is to accept the job offer in writing and affirm their acceptance with their signature. Such acceptance signifies their willingness to work for the agreed salary level and to conform to the terms and conditions of employment, which includes accepting to work in accordance with the provisions of these Personnel Policies and Procedures and other approved Policies.
- 3.9 Unless special permission of the Nation Administration in consultation with Council is obtained, Immediate Family Members shall not be employed in a Direct Reporting Relationship.
- 3.10 All applications received will be filed by category and held in confidence according to the Record Keeping Policy.
- 3.11 All applications will be reviewed, but only those candidates selected to be interviewed will be contacted.

Job Descriptions

- 3.12 This section provides guidelines to ensure job descriptions are developed and assigned to all employment classifications and positions in the organization of the Nation.
- 3.13 The Nation, through its Nation Administrator and Managers/Directors shall provide:
 - (a) A current job description for all positions, which includes the statement, "other duties as requested or assigned";
 - (b) A description of job scope, specific authority, and communication relationships;
 - (c) Required qualifications and specific job responsibilities;
 - (d) Education, experience, and skill(s) requirement(s); and
 - (e) Base rate, range of pay, and benefits.

Employing Relatives

- 3.14 To ensure there is no perception of preferential hiring, transfer or promotion of Employees, all reasonable efforts will be made not to hire Immediate Family Members into Direct Reporting Relationships.
- 3.15 An Employee shall not be placed in a Direct Reporting Relationship where his/her immediate supervisor is an Immediate Family Member, unless permission is obtained from the Nation Administrator after consultation with Council.
- 3.16 No Employee shall place any form of pressure to hire, transfer, or promote an Immediate Family Member.
- 3.17 All hiring, transfer, and promotions of Immediate Family Members related to

existing Employees, that result in Immediate Family Members being placed in a Direct Reporting Relationship, must be specifically approved by the Nation Administrator, in consultation with Council.

Re-Application of Former Employees

- 3.18 Former Employees may apply for vacant positions with the Nation provided they are eligible to do so. Eligibility is based on the following:
- (a) Former Employees who previously resigned from their employment with the Nation are eligible for re-hiring;
 - (b) Former Employees who abandoned their employment with the Nation are eligible for re-hiring after six (6) months has elapsed;
 - (c) Former Employees who were terminated for just cause are ineligible for reemployment, unless permission is obtained from the Nation Administrator in consultation with Council.
 - (d) Former Employees whose employment was terminated by the Nation with a severance pay entitlement in excess of two (2) months' pay or any amount in excess of ten thousand dollars (\$10,000.00) are eligible for reemployment with the Nation only after a period of two (2) years has elapsed from the Employee's date of termination.
 - (e) Former Employees whose employment was terminated by the Nation with a severance pay entitlement of two (2) months' pay or less, or any amount of ten thousand dollars (\$10,000.00) or less are eligible for reemployment with the Nation only after a period of one year has elapsed from the Employee's date of termination.
 - (f) For greater certainty, eligibility for re-application of employment with the Nation does not guarantee success in the application process.

Probationary Period

- 3.19 All new non-managerial Employees are subject to a twelve (12) month period of probation commencing on the date of hire. The probationary period for managers is six (6) months.
- 3.20 The purpose of the probationary period is for the Nation to evaluate the performance and suitability of the Employee and for the Employee to determine his or her desire to remain in the position
- 3.21 Probationary Employees will be evaluated every three (3) months by their immediate supervisor or Director/Manager. The Nation Administrator will review the evaluation reports.
- 3.22 Employees will be given written notice of their final evaluation prior to the end of their probationary period. The Employee shall be provided with reasonable notice of any dissatisfaction of job performance prior to the written evaluation, at which time any concerns will be discussed with the Employee. The written evaluation at the end of the probationary period will indicate whether or not employment will continue.
- 3.23 Employees who decide not to continue with their employment must give written notice (1) one week prior to the end of their probationary period.

Offer of Employment

- 3.24 The successful candidate will be presented an offer of employment. An offer of employment will include the following:
- (a) Position Title;
 - (b) Term;
 - (c) Reporting Relationship;
 - (d) Job Duties;
 - (e) Vacation Entitlement;
 - (f) Benefits Information;
 - (g) Probationary period;
 - (h) Salary/Wage;
 - (i) Hours of work;
 - (j) Termination of Employment and Notice Entitlements;
 - (k) Confidentiality Provisions;
 - (l) Requirement to adhere to all Policies including these Personnel Policies and Procedures and attached Appendices; and
 - (m) Any other specific conditions which may apply.
- 3.25 The job description and outline of any other responsibilities will be attached to the offer of employment. This document will be used to evaluate performance both during the probationary period and after.
- 3.26 Two (2) copies of the offer of employment will be forwarded to the successful candidate. One (1) signed copy is to be returned to the Nation. The candidate will not be able to commence employment until the offer of employment has been signed and returned to the Nation.
- 3.27 Upon receipt of the signed offer of employment, the unsuccessful applicants will be notified that the position has been filled.
- 3.28 A copy of the signed offer of employment must be kept on the Employee's Employee Record.
- 3.29 The Nation reserves the right to amend an Employee's job description at any time for whatever reason. Where required, reasonable notice will be provided to Employees before the change becomes effective.

Secondments/Transfers/Assignments

- 3.30 With the approval of the Nation Administrator, a Director/Manager may temporarily transfer or second an Employee from their current position to another position within the Nation or its Agencies to meet operational needs subject to necessary funding.
- 3.31 A secondment is where an Employee temporarily changes job roles within the Nation or its Agencies for an agreed period of time.
- 3.32 A transfer/assignment is a temporary move of an Employee within his/her

department to temporarily perform the functions of a position that already exists or to take on a special project.

- 3.33 Secondments and transfer/assignments are temporary, lateral movements of an Employee to perform the functions of a position that already exists or to take on a special project. Secondments are made to another department (interdepartmental) and transfer/assignments are made within a department (intradepartmental).
- 3.34 A secondment must provide value to the Nation and the Employee and be consistent with the needs of the Nation. Secondment will be limited to one twelve (12) month period. Secondment agreements must be kept on file and monitored by the Nation Administrator. The Nation reserves the right to refuse a secondment.

Section 4: Office Procedures

Use of Relief Staff

- 4.1 Relief Staff must be willing to work as assigned by their direct supervisor.
- 4.2 Relief Staff will be encouraged to participate in regular staff meetings to ensure they are current with the issues and concerns of the Nation.
- 4.3 Relief Staff will be expected to follow all Policies.
- 4.4 If Relief Staff is brought in for more than ten (10) days, they shall receive the pay for whomever they are filling in for (acting pay).
- 4.5 All Relief Staff must sign a Confidentiality and Access to Information Policy included as Appendix 1 to these Personnel Policies and Procedures.

Orientation

- 4.6 To ensure that new Employees understand the working environment and culture, all Employees are expected to act as role models, promote the objectives of the Nation, share their knowledge of skills that exist in the organization and familiarize the new Employee with the work environment, culture and physical surroundings.
- 4.7 It is the responsibility of the new Employee's immediate supervisor to provide orientation for the new Employee and the supervisor shall provide the new Employee's employee record with a letter indicating the completion of the orientation. They must communicate the Nation's expectation of performance and encourage the Employee's readiness to commence work.
- 4.8 All new Employees must familiarize themselves with these Personnel Policies and Procedures and all other applicable Policies. A printed copy of these Personnel Policies and Procedures will be kept in each office of the Nation. Electronic copies of these Personnel Policies and Procedures will be available on the Nation's website. Employees will be required to read and sign the acknowledgement form prior to commencing employment.

Record Keeping and Provision of Employee Records

- 4.9 In compliance with the *Personal Information Protection and Electronic Documents Act* ("PIPEDA") and any other applicable privacy legislation, the Nation Administrator is responsible for maintaining confidential Employee records for all Employees. The Employee records shall be kept in a locked filing cabinet to which only the Nation Administrator shall have keys.
- 4.10 Any Employee records stored on computer are encoded to restrict access to the Nation Administrator and other Employees authorized pursuant to this section or by the Nation Administrator.
- 4.11 Employee records shall contain the following files:
 - (a) General employment file;
 - (b) Performance review and discipline; and
 - (c) Medical and financial Information.

- 4.12 The general employment file includes the following:
- (a) Application for employment;
 - (b) Rate of pay;
 - (c) Payroll amendments; and
 - (d) Inter-office memos originating from the Employee.
- 4.13 The performance review and discipline file includes the following:
- (a) Employee evaluation;
 - (b) Documentation on disciplinary action; and
 - (c) Termination memo.
- 4.14 The medical and financial information file includes the following:
- (a) Documentation on accommodation (including confidential medical information and reports);
 - (b) Request for absence forms; and
 - (c) Personal financial information (i.e. wage garnishment orders etc...).

Access and Retention of Employment Records

- 4.15 Access to an Employee's general employment and medical and financial information files are limited to the individual Employee, the Employee's immediate supervisor, the Director/Manager, the Finance Manager and the Nation Administrator.
- 4.16 Access to an Employee's performance review and discipline file is limited to the individual Employee, the Employee's immediate supervisor, the Director/Manager, and the Nation Administrator.
- 4.17 Where Council are required to view a portion of an Employee's record, the Employee will be notified unless doing so would prejudice the ability of Council to minimize potential liability to the Nation.
- 4.18 Where reasonable, Employees will be advised in writing of any additions or deletions to their Employee record and will be entitled to a copy of any documents added.
- 4.19 The Employee's record shall not be removed from the work area at any time.
- 4.20 An Employee's record will only be kept as long as required by law; after which time it will be destroyed.

Dress Code

- 4.21 This section is to provide guidance to ensure the work environment in the offices of the Nation project clean, attractive, appropriate and professional images.
- 4.22 All Employees will provide a clean, neat and suitably attired appearance to project a professional and pleasant image.

Examples of Inappropriate Dress

- Torn or worn out jeans
 - Casual t-shirts with inappropriate logos
 - Beach wear of any kind
 - Beach-wear-type flip-flops
 - Unhemmed, wrinkled and unkempt clothing
 - Clothing which reveals undergarments, bare midriffs; cleavage
- 4.23 All protective clothing and equipment required in the performance of an Employee's regular job must be utilized and kept in such condition as to not negate the intended purpose of such clothing and equipment.
- 4.24 BFN understands that there may be situations in which, due to an Employee's medical or other circumstances, modifications to the dress code may be necessary. Reasonable accommodations may be offered to Employees pursuant to the duty to accommodate section included in these Personnel Policies and Procedures.

Personal Belongings

- 4.25 This section is to ensure that there are procedures regarding the personal belongings of an Employee. The following provisions apply:
- (a) Security of personal belongings is the responsibility of the Employee;
 - (b) The Nation shall not be held responsible for the damage or theft of any personal belonging of an Employee;
 - (c) For security reasons, Employees are discouraged from bringing personal belongings of value to the office if they personally cannot insure its' security; and
 - (d) The Nation emphasizes that all vehicles parked at the Reserve are at the owner's risk.

Gratuities

- 4.26 This section outlines the procedures to ensure that the showing of appreciation of any person or Entity to an Employee of the Nation will not be considered as a reward for showing that person or Entity a preferred consideration.
- 4.27 Employees of the Nation shall not accept gratuities (gifts) of any kind from companies or individuals that do business with the Nation and no individual Employee shall accept a gratuity, gift or reward as the result of a group effort unless:
- (a) The gift or gratuity is on behalf of the whole group and is a benefit to the Nation;
 - (b) The gift is a benefit to the Nation and not to the individual Employee;
 - (c) The gift is specific to individual accomplishment (i.e. an award); or
 - (d) Council are satisfied that the receiving of said gift will not be construed

as a reward for preferred consideration.

Employee Training and Workshops

- 4.28 This section outlines the processes of the Nation that seeks to ensure reasonable and relevant training and workshops are available for all Employees to assist them in the performance of, and to maintain currently in, their jobs. It also encourages Employees to take advantage of approved in-service training and/or workshops that will enhance their performance, maintain proficiency, promote employability and upward career mobility and protect against out dated technical changes.
- 4.29 All Employees are encouraged to seek out training and/or workshops opportunities that meet their career development requirements.
- 4.30 The Nation will seek to provide funding for reasonable and relevant employee training and/or workshops provided there is a benefit to the job environment and within the Nation's budget and resources.
- 4.31 Prior to an Employee being approved to attend any training and/or workshops, the Employee must provide their immediate supervisor with the following information:
- (a) the exact length of the training and/or workshop (days or weeks);
 - (b) the description of the training and/or workshop;
 - (c) the location of the training and/or workshop;
 - (d) costs of the training and/or workshops;
 - (e) the benefit to the Employee; and
 - (f) the benefit to the Nation.
- 4.32 In evaluating a request to attend a training and/or workshop, a supervisor, in conjunction with the Nation Administrator, will take into consideration the following criteria:
- (a) The Employee's annual performance evaluation;
 - (b) There must not be more than one (1) Employee attending training and/or a workshop unless there is an organizational need;
 - (c) Training and/or a workshop must be related to the Employee's job description and must have the potential to enhance the Employee's work performance and/or knowledge;
 - (d) Training and/or a workshop must support program objectives of the Nation;
 - (e) Any training and/or workshop expenses must be included in the budget;
 - (f) The absence of the Employee will not unduly effect the operations of BFN; and
 - (g) All supporting documents must be included in the training request.
- 4.33 Employees may, in the sole discretion of the Nation Administrator be granted leave with or without pay for the purpose of attending training and/or workshops.
- 4.34 If the Employee fails to successfully attend, complete or pass the training and/or workshop, the Employee shall pay back to the Employer the cost, if any, of the registration fee, books and/or supplies (if applicable) and will not be eligible for any other training for one (1) year. The Employee will provide

the Nation with any acknowledgment or authorization required to deduct this amount from their wages.

- 4.35 All Employees who attend training and/or workshops must provide their immediate supervisor with a copy of all material received at the training.
- 4.36 All Employees who attend training and/or workshops must attend all sessions in a business-like manner.
- 4.37 The Nation's attendance expectations, as set out in these Personnel Policies and Procedures, apply to all Employees attending training and/or workshops and failure to adhere to these expectations may result in disciplinary action up to and including termination of employment for just cause.

Business Hours

- 4.38 The business hours of operation for the Nation's service delivery entities shall be as follows:
 - (a) 9:00 a.m. to 4:30 p.m., Monday to Friday.
 - (b) All offices of the Nation will maintain service delivery during these hours.
 - (c) On pay day weeks, the administration offices of the Nation will be closed at 3:00 p.m. on Friday of that week.

Hours of Work

- 4.39 To ensure the regular hours of work are set and understood by the Employees and organization of the Nation.
- 4.40 All full-time permanent Employees' regular hours of work, unless otherwise indicated in their employment contract and/or job description, will consist of seven (7) hours in a twenty-four (24) hour period.
- 4.41 A full work week is thirty-five (35) paid hours.
- 4.42 Each workday will consist of one unpaid meal period of thirty (30) minutes and two paid fifteen (15) minute break periods.
- 4.43 A regular workday shall commence at 9:00 a.m. and conclude at 4:30 p.m., unless otherwise indicated in the Employee's employment contract or job description.
- 4.44 Approved travel time in the performance of duties on behalf of the Nation shall be considered hours worked.
- 4.45 After six (6) months of employment, an Employee can submit a written request for a flexible work arrangement to the Nation Administrator containing the following information:
 - (a) The Employee's name;
 - (b) The date on which the request is made;
 - (c) A description of the change to the terms and conditions of employment that is requested;
 - (d) The date on which the change would take effect if approved and, if the requested change is intended to be temporary, the date on which the change would cease to have effect;

- (e) An explanation of the effect that, in the Employee's opinion, the requested change would have on the Nation and the manner in which, in the Employee's opinion, the Nation could manage that effect; and
 - (f) Any other information requested by the Nation.
- 4.46 The Nation Administrator will review a request submitted under section 4.45 and approve or refuse such a request in accordance with the *Canada Labour Code* and any other applicable laws or Policies.

Daylight Savings Time

- 4.47 Employees are responsible for adhering to the Daylight Savings Time Act (Alberta), on the date fixed in the spring and autumn of each year.
- 4.48 Where Daylight Savings Time results in an Employee working an hour less than usual, no adjustment will be made.
- 4.49 Employees who are late for work as a result of Daylight Savings Time shall be docked the corresponding hours of pay.
- 4.50 Any part of an hour that an Employee is late shall be treated based on fifteen minute increments.

Office Closures

- 4.51 This section provides a procedure for the closure of the offices of the Nation.
- 4.52 The intent of this policy is:
- (a) To ensure that the Employees and Members are adequately informed of office closures;
 - (b) To promote community and family unity; and
 - (c) To respectfully acknowledge specific dates, events or occurrences observed by Members.
- 4.53 The offices of the Nation may be closed as follows:
- (a) Administrative offices would be closed one (1) day for funeral observances. Employees are encouraged to attend the funeral and shall be credited with working the full day if they attend the funeral. Employees who do not attend the funeral are expected to work that day or their pay will be deducted accordingly.
 - (b) Offices shall be closed for all holidays as prescribed by law and/or the Nation.
 - (c) Essential Services Employees will be on-call regardless of office closures and will receive compensation, as set out in these Personnel Policies and Procedures.

Attendance

- 4.54 This section provides the procedures regarding attendance of Employees to ensure that Employees report to work continually and on time.
- 4.55 For the successful operation of the offices of the Nation, it is necessary that

Employees be punctual in reporting to work and maintain good attendance.

- 4.56 In the event of a planned absence from work:
- (a) Employees are responsible to request permission from their immediate supervisor, giving the length of time and the reason for the absence; and
 - (b) Employees are expected to provide their immediate supervisor with as much advance notice as possible, at least three (3) days, in order to ensure that proper arrangements can be made to their duties during the term of absence.
- 4.57 In the event of an unexpected lateness or absence from work, Employees are responsible for informing their immediate supervisor of their absence, no later than 9:00 a.m. and must provide details on the time they will return to work and the reason for the lateness or absence. In an emergency, where it is not possible to report an absence or lateness, Employees must inform their immediate supervisor of their lateness or absence and details of the emergency and expected time they will return to work as soon as possible.
- 4.58 Routine or habitual absences, or absences due to illness or injury in excess of three (3) consecutive work days, require a medical certificate.
- 4.59 Employees who are late more than three (3) times in one week, or four (4) times in two (2) weeks will be disciplined in accordance with the disciplinary procedure set out in these Personnel Policies and Procedures and such absence may result in termination of employment for just cause.
- 4.60 Unexcused absences may be considered grounds for possible disciplinary action and may be without pay or charged with vacation pay and could result in termination of employment for just cause.
- 4.61 During a period of unexcused absence, the Employee's supervisor [will make all reasonable attempts to contact the Employee or the Employee's emergency contact in order to determine the nature of the Employee's absence.
- 4.62 Unexcused absence longer than three (3) days shall be considered as a resignation.

Timekeeping and Attendance Records

- 4.63 The purpose of this section is to ensure:
- (a) All Employee attendance and time records are maintained accurately; and
 - (b) No Employee is over credited or under credited in terms of remuneration, time-in-lieu, sick time or holiday time or pay.
- 4.64 Every Employee receiving remuneration based on the number of hours worked is required to register actual hours worked by utilization of the time clock provided.
- 4.65 Employees are not permitted to punch in for any other employee and doing so may result discipline up to and including termination of employment for just

cause.

- 4.66 Supervisors are responsible for maintaining complete attendance records of each Employee and submitting to payroll once verified and confirmed.
- 4.67 All absences (sick leave, vacation leave, time in lieu, etc.) must be authorized, recorded and supported by the applicable documentation.
- 4.68 Any unrecorded time away from work or unauthorized time away from work will not be compensated for and may be considered grounds for possible disciplinary action and could result in termination of employment for just cause.

Conflict of Interest

- 4.69 All Employees are required to adhere to and sign the Conflict of Interest Policy attached as Appendix 2 to these Personnel Policies and Procedures.

Code of Conduct

- 4.70 This section is to provide guidance to help ensure that there is a supportive working environment in the Nation that is conducive to equality service for and by all Employees.
- 4.71 All Employees shall:
 - (a) Conduct themselves in a professional, honest and ethical manner;
 - (b) Follow the Policies and guidelines of the Nation to ensure that professional, quality service are practiced at all times;
 - (c) Show worthiness of all Members and fellow Employees; and
 - (d) Work toward the advancement of understanding and goodwill of the Nation through a network of business and professionals, united in the ideal of service.
- 4.72 All Employees shall:
 - (a) Show respect for one another;
 - (b) When it does not conflict with or impede their own work performance, cooperate with and support other Employees in the execution of their duties, giving assistance and encouragement whenever possible;
 - (c) Willingly share pertinent and appropriate work information and knowledge with their fellow Employees and endeavour to work in harmony with one another in a spirit of goodwill and co-operation; and
 - (d) Not inappropriately endeavour to use the authority of their positions to interfere with a subordinate's personal affairs, or to publicly humiliate, threaten their personal safety, or use unacceptable means of coercion to manipulate an Employee who is under their supervision.
- 4.73 Outside of the work place, Employees are required to conduct themselves in a public manner that does not reflect negatively on the Nation.
- 4.74 Public complaints about the conduct of an Employee must be submitted in

accordance with the Appeals Process Policy.

Employee Political Activity

- 4.75 Employees are representatives of the Nation. As such, they should refrain from stating political opinions publicly. Public remarks, if deemed harmful to the reputation of the Nation, may be considered misconduct on the part of the Employee and subject to discipline, up to and including termination of employment for just cause.
- 4.76 Employees must not hold themselves out as having authority to represent the political opinions of the Nation.
- 4.77 Before obligating himself/herself to political activity including running for political office, including Nation government, an Employee must obtain written approval from the Nation Administrator prior to acceptance of nominations and if approved, leave without pay for the duration of the election process including any election appeals, unless he or she has accumulated paid leaves. If the Nation Administrator would like to run for political office he or she shall request approval from Council prior to acceptance of nomination and take the leave without pay unless he or she has accumulated paid leaves.
- 4.78 An Employee cannot while being employed by the Nation also serve on Council. Upon election or appointment to Council, employment with the Nation, shall automatically be considered either voluntarily resigned and/or terminated and the employee will be notified in writing by the Nation Administrator or in the case of the Nation Administrator notified by Council.

Section 5: Workplace Accommodations Policy

Protected Grounds

- 5.1 The Nation is committed to providing Employees with reasonable workplace accommodations where required, including making reasonable changes to certain rules, standards, Policies, workplace cultures and physical environments to ensure that they do not have an unduly negative effect on an Employee because of the Employee's race, national or ethnic origin, color, religion, religious beliefs, age, gender, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability and conviction for an offense for which a pardon has been granted or in respect of which a record suspension has been ordered, or any other protected ground pursuant to applicable laws.

Reasonable Accommodation

- 5.2 The Nation is committed to working with Employees to develop accommodations that address the Employee's restrictions based on a protected ground and do not cause undue hardship on the Nation.
- 5.3 Employees who require accommodation to perform the essential functions of their jobs are required to contact their supervisor, a Manager/Director or the Nation Administrator and inform them about their need for accommodation. The Nation Administrator will meet with the Employee to discuss the need for accommodation and may also request additional information, such as medical support for the need for accommodation. This information will be kept in strict confidence in accordance with the Record Keeping and Provision of Employee Records policy contained in these Personnel Policies and Procedures.
- 5.4 If Employees require additional information regarding the Nation's commitment to accommodation, please contact the Nation Administrator.

Bona Fide Occupational Requirement

- 5.5 The Nation reserves the right to adopt a rule or requirement based on a bona fide occupational requirement.

Section 6: External Communication

- 6.1 No employee shall release any information to either the public or media. Only the Chief is authorized to speak on behalf of the Nation.

Section 7: Email and Internet Usage Policy

- 7.1 All communication systems, including, but not limited to electronic and telephonic communication systems (hereinafter "Systems"), and all communications and information transmitted by, received from, or stored in these Systems are the property of the Nation and as such are to be used solely for job-related purposes. The use of any software and business equipment, including, but not limited to facsimiles, voicemail, telephone equipment, telecopies, computers, BFN's e-mail system, internal or external Instant Messaging, the Internet, Blackberries, cellular phones or other personal handheld or wireless devices and copy machines for private purposes is strictly prohibited.
- 7.2 To ensure the security of the Nation's confidential and proprietary information and systems, the Nation's information may not be stored on computers other than those owned and provided by the Nation. Non-BFN owned or issued computers, such as a personally owned laptop or home computer, may only be used with the Nation's remote access systems; however, the Nation's information should never be downloaded from these systems and stored on a non-BFN computer.
- 7.3 Nation information which is stored on a Smart Phone by a BFN system must not be downloaded to any other location, including but not limited to:
- (a) A separate media card in the phone;
 - (b) A computer; and
 - (c) An application "app" installed on the Smart Phone.
- 7.4 No portable media, such as hard drives or other types of USB memory keys, may be used to store the Nation's information offline, unless an Employee receive express written authorization to do so from the Nation Administrator. If Employees have particular information systems needs which are not effectively met by the Nation's existing systems, please contact the Nation Administrator for further discussion.
- 7.5 Employees are not permitted to use a code, access a file or retrieve any stored communication unless:
- (a) Such code, file or communication is directly related to the Employee's work for the Nation;
 - (b) Employees are expressly authorized to do so; and
 - (c) Employees have received prior clearance from an authorized BFN representative.
- 7.6 All logins, passwords, data, files, messages, communications, software or hardware which Employees use to access the Nation's Systems from outside the office; and information derived from, transmitted by, received from, entered into, or stored in the above-referenced Systems and/or equipment are the property of the Nation. Employees may not use a pass code or voice-mail access code that has not been issued to an Employee or that is unknown to the Nation. Moreover, improper use of the e-mail system (e.g., spreading offensive jokes or remarks), including the Internet, will not be tolerated.

- 7.7 All logins and passwords used by Employees to access Nation systems, information, or property, shall be recorded with the Nation Administrator. No login or password may be changed by an Employee without approval from the Nation Administrator and all such changes must be provided to the Nation Administrator to be kept in accordance with the Nation's records policy.

No Expectation of Privacy

- 7.8 During the course of carrying out their responsibilities, the Nation Administrator and other authorized representatives, including the company and/or individual hired by the Nation to carry out IT services, may access or monitor the Nation's Systems. Therefore, Employees should have no expectation of privacy in any message, file, data, document, communication or facsimile, or any other form of information, whether company-provided or personal, that is accessed, transmitted to, received from, or stored on any Systems made available by the Nation.
- 7.9 The use, creation, or change of any password, code or any method or encryption or the capacity to delete or purge files or messages, whether authorized by the Nation or not, shall not be interpreted as giving an Employee any expectation of privacy in any message, file, data, document, communication, facsimile, or other form of information transmitted to, received from, or stored on any System made available by the Nation. All inbound and outbound e-mail (Nation-sponsored or otherwise) may be automatically tracked by, among other things, sender name, receiver name, subject line and subject matter. This information is maintained pursuant to the Policies of the Nation, and is considered public information to BFN management. Therefore, any information sent via the Nation's Systems may be utilized as the Nation's needs dictate.
- 7.10 The Nation reserves the right to, and may, on a regular basis, monitor Employees' use of the Internet, including the Websites visited, electronic and other communications transmitted, using the Nation's systems and networks. This may also include listening to stored voice-mail messages. The Nation reserves the right to audit networks and systems on a periodic basis to ensure compliance.

Use of the Internet

- 7.11 Internet access to global electronic information resources on the World Wide Web is provided by the Nation to assist Employees in accessing work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage.
- 7.12 All Internet data that is composed, transmitted, or received via the Nation's computer communications systems is considered to be part of the official records the Nation and, as such, is subject to disclosure to law enforcement or other third parties in accordance with the law. Consequently, Employees must ensure that the information contained in Internet email messages and other transmissions is accurate, appropriate, ethical, and lawful.
- 7.13 The equipment, services, and technology provided to access the Internet remain, at all times, Nation property. As such, the Nation reserves the right to

monitor Internet traffic, and retrieve and read any data composed, sent or received through our online connections and stored in the Nation's computer systems.

- 7.14 Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered Discriminatory, offensive, obscene, threatening, harassing, violent, intimidating, or disruptive to anyone. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, national or ethnic origin, colour, religion, religious beliefs, age, gender, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability and conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered or any other characteristic protected by law.
- 7.15 The unauthorised use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an Employee did not create material, does not own the rights to it, or has not been authorised to use it, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet is authorised to do so.
- 7.16 Internet users should take the necessary anti-virus precautions before downloading or copying any file from the Internet. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression.
- 7.17 Abuse of the Internet access provided by the Nation in violation of law or Policies will result in disciplinary action up to and including termination of employment for just cause. Employees may also be held personally liable for any violations of this Email and Internet Usage section of the Personnel Policies and Procedures. The following behaviours are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action up to and including termination of employment for just cause:
- (a) Sending or posting discriminatory, harassing, or threatening messages or images;
 - (b) Using the Nation's time and resources for personal gain;
 - (c) Stealing, using, or disclosing someone else's code or password without authorisation;
 - (d) Copying, pirating, or downloading software and electronic files without permission;
 - (e) Sending or posting confidential material, trade secrets, or proprietary information outside of the Nation;
 - (f) Violating copyright law;
 - (g) Failing to observe licensing agreements;
 - (h) Engaging in unauthorised transactions that may incur a cost to the Nation or initiate unwanted Internet services and transmissions;

- (i) Sending or posting messages or material that could damage the Nation's image or reputation;
- (j) Participating in the viewing or exchange of pornography or obscene materials;
- (k) Sending or posting messages that defame or slander other individuals;
- (l) Attempting to break into the computer system of another organisation or person;
- (m) Refusing to cooperate with a security investigation;
- (n) Sending or posting chain-letters, solicitations, or advertisements not related to Nation activities;
- (o) Using the Internet for political causes or activities, religious activities, or any sort of gambling;
- (p) Jeopardizing the security of the Nation 's electronic communications systems;
- (q) Sending or posting messages that disparage another organisation's products or services;
- (r) Passing off personal views as representing those of the Nation;
- (s) Sending anonymous e-mail messages; or
- (t) Engaging in any other illegal activities.

7.18 Employees are also bound by any additional requirements and Policies, which the Nation may adopt or amend from time to time.

Electronic Mail Policy

7.19 BFN provides electronic mail (e-mail) facilities to Employees and contractors for Nation purposes. Electronic communications provide an efficient way to communicate with others. Nevertheless, Employees must remember that the ease of using e-mail is not a license for unprofessional conduct, and Employees should exercise good judgment, forethought and common sense when creating and distributing e-mail messages.

7.20 E-mail can be archived in any system through which it passes. Deleting e-mail from Employees' inbox does not remove it from the Nation's system. Accordingly, Employees should consider each e-mail message to be a letter and compose it accordingly. Do not write anything in an e-mail message that Employees would not want disclosed in a legal or other proceeding. This is true for external as well as internal e-mail.

7.21 Each Employee will be held accountable for ensuring that his or her use of the Nation's communication system is not offensive or rude.

Section 9: Use of BFN Property and Vehicles

- 9.1 All Employees must protect and care for the property entrusted to them by the Nation.
- 9.2 Employees must report any faulty equipment that requires repair or maintenance to their immediate supervisor.
- 9.3 Employees must report any BFN property that is lost or misplaced to their immediate supervisor immediately upon becoming aware of the loss.
- 9.4 All keys and any other property issued to an Employee that belong to the Nation must be returned to the Nation upon termination of employment, upon a leave of absence or upon request by Council or the Nation Administrator. Such items may include, but are not limited to Nation Assets, staff identification badges, mobile phones, credit cards, iPads, laptops, keys, access cards and fobs
- 9.5 Employees who are permitted to use BFN equipment to carry on Nation business, will be required to sign the Equipment Use Policy included as Appendix 9 to these Personnel Policies and Procedures.
- 9.6 Employees who are required to use Nation or personal vehicles for Nation business are required to sign and adhere to the Vehicle Use Policy attached as Appendix 6 to these Personnel Policies and Procedures.
- 9.7 Employees who are permitted to use a personally owned mobile phone device will be required to sign the Mobile Phone Use Policy.
- 9.8 All property of BFN shall remain the property of the Nation. Council or the Nation Administrator may direct the immediate return of Nation property in their sole discretion.

Section 10: Travel and Business Expense Claims

Travel Expense Claims

- 10.1 All travel must be pre-authorized by an Employee's supervisor and the Nation Administrator. Travel to workshops or job related activities must be pre-approved a minimum of 2 weeks prior to the event.
- 10.2 Employees will not be reimbursed for regular travel to and from work unless an agreement exists as part of their offer of employment. Such an agreement, will outline any non-work related travel allowance.
- 10.3 Employees may be required to travel as part of the duties of their employment. Employees required to do so will be reimbursed for pre-authorized travel according to the travel rates established by the Nation from time to time.
- 10.4 All travel claims must be pre-approved and submitted on the Travel and Expense Claim Form included as Appendix 11 to these Personnel Policies and Procedures within a reasonable period upon completion of the travel, and no later than thirty (30) days after the date of return. If reimbursement is made by another organization, copies of the claim must be submitted with a Travel and Business Expense Claim Form. The cheque for such reimbursement must be made payable to the Nation.
- 10.5 When an Employee has been authorized to use a rental vehicle from an authorized vehicle rental agency for business related travel, they must ensure they have insurance that provides public liability and property damage, theft, collision or upset.

Overtime for Travel

- 10.6 Employees required to travel from work to an employment related destination during regular business hours will be considered to be performing their regular employment duties and will not receive overtime for such travel.

Travel Advances

- 10.7 Employees who are required to leave the area for business reasons or who are required to be absent overnight from their homes may be eligible for a travel advance.
- 10.8 Travel advance requests must be submitted in writing no less than ten (10) working days before the travel date. If the Employee does not attend the business-related function and/or travel, they must account for the travel advance by returning the travel advance cheque or providing the Nation with a signed Payroll Deduction Authorization Form included as Appendix 12 to these Personnel Policies and Procedures. A signed Payroll Deduction Authorization Form must be provided for each payroll deduction needed to repay the difference between the travel advance received and the actual expenses incurred.

Use of Personal Vehicles

- 10.9 If an Employee has received approval to use their personal vehicle while on

Nation business, they will be reimbursed for its use at a cost per kilometre or at a flat monthly rate as determined and amended from time to time by Council.

- 10.10 If an Employee is expected to use his or her own vehicle on employment related business more than six (6) times per calendar month, the Nation will, upon proof of insurance, pay the difference between 'to and from work' and 'business' insurance.

Use of BFN Owned Vehicles

- 10.11 Employees may be authorized to use a BFN vehicle and should refer to the Vehicle Use Policy included as Appendix 6 to these Personnel Policies and Procedures. Employees will be required to sign the Vehicle Use Agreement prior to using a BFN vehicle.

Business Expense Claims

- 10.12 Business expense claims are to be submitted for reimbursement in the Travel and Expense Claim Form attached as Appendix 11 to these Personnel Policies and Procedures and attach the original receipts and other documentation supporting the expense, i.e. travel itineraries, meeting agendas, reports, etc.
- 10.13 Business expense claims must be submitted no later than thirty (30) days after the date on which the expense was incurred.
- 10.14 All expenditures made by or on behalf of the Nation must receive pre-approval from the Employee's supervisor unless it is not practicable in the circumstances to do so. The Nation reserves the right to refuse reimbursement of any business expense claim not pre-approved by the Employee's supervisor.

Section 11: Confidentiality and Access to Information

- 11.1 Employees may learn of, or have access to, Confidential Information through the course of their employment. This Confidential Information must not be released verbally or in writing to the general public, news media, social media or any other person unless authorized in advance by the Nation Administrator. This Confidential Information must not be released both during the course of employment and/or after the employment period ends. Please refer to the Confidentiality and Access to Information Policy included as Appendix 1 to these Personnel Policies and Procedures.

Section 12: Handling of Nation Funds

- 12.1 Employees are required to follow all instructions and policies of the Nation, including, without limitation, the Financial Policies and Procedures to ensure the protection of Nation funds.

Section 13 - Health and Safety

- 13.1 The Nation is committed to ensuring the health and safety of its Employees. As such, the Nation will make every effort to provide and maintain a safe and healthy work environment for all Employees in compliance with legislative requirements and industry standards within legislated timelines. It is the responsibility of all Employees to observe and promote safe work practices and a healthy workplace.
- 13.2 Supervisors will be held accountable for the health and safety of Employees under their supervision. Supervisors are subject to various duties in the workplace, including the duty to ensure that machinery and equipment are safe and that workers work in compliance with established safe work practices and procedures.
- 13.3 Every Employee must protect his or her own health and safety by working in compliance with the law and with safe work practices and procedures established by the Nation. Employees will receive information, training and competent supervision in their specific work tasks to protect their health and safety.
- 13.4 Every Employee has the right to refuse work that they believe is dangerous to their health and safety or that of any other Employee in the workplace.
- 13.5 If an Employee is involved in any type of occupational injury/illness, they must report the situation immediately to their immediate supervisor, and provide details in writing within legislated timelines. This will assist the Nation in determining the basic causes of injury/illness and thereby enable improved working practices and/or environments and prevent recurrence where possible. In all cases, the incident and report must be forwarded to the Nation Administrator who will forward the report, if required, to the applicable Health and safety authority.
- 13.6 Worker's compensation coverage for all Employees is provided in accordance with the *Workers' Compensation Act* and Regulations (Alberta).
- 13.7 Transportation to and from the nearest physician and/or hospital for an Employee requiring medical care as a result of an on-the-job accident or injury while carrying out normal duties shall be provided or paid for by the Nation.

Section 14 - Working Alone

- 14.1 Nation is committed to ensuring that Employees who are required to be Working Alone are kept safe. Whenever feasible, Employees should not be scheduled to be Working Alone.
- 14.2 The Nation Administrator shall work with Managers/Directors to identify existing or potential safety hazards for Employees Working Alone and ensure proper corrective action is taken to reduce or eliminate the identified hazards.
- 14.3 Employees who are Working Alone must report any safety hazard to their supervisor, Manager/Director or the Nation Administrator

Travelling By Vehicle

- 14.4 Employees who are authorized to travel alone for Nation business or authorized training must ensure that there is a mobile phone in the vehicle.
- 14.5 If an Employee is authorized to travel to a remote location alone they must check-in and check-out with their supervisor or other approved Manager/Director or Nation Administrator.

Working After Hours or Alone in Nation Buildings

- 14.6 Supervisors must ensure that emergency phone numbers are readily available at all Nation work sites and that Employees are aware of where these emergency phone numbers are located.
- 14.7 Employees working by themselves in areas away from others must:
 - (a) either have on their person or in their general work area, a reliable communication device, and
 - (b) ensure that the person they identified to assist them in an emergency is aware of their needs and capable and willing to provide assistance within a reasonable period of time
- 14.8 Employees working after hours must ensure that exterior doors to the building remain locked. When working after hours in a room or office the Employee should ensure the door to the room, office or office area remains locked.
- 14.9 Employees who are uncomfortable walking to their vehicle alone are encouraged to make arrangements with another Employee, family member or friend to meet and escort them to or from their vehicles.

Section 15: Harassment and Discrimination in the Workforce

- 15.1 The Nation is committed to providing a work environment free of harassment and supportive of productivity. The Nation has developed a Prevention and Investigation of Harassment and Discrimination in the Workplace Policy which is attached as Appendix 3 to these Personnel Policies and Procedures.

Section 16: Violence and Lateral Violence in the Workplace

- 16.1 The Nation is committed to providing a work environment free of violence, including lateral violence, and supportive of productivity. The Nation has developed a Prevention and Investigation of Violence and Lateral Violence in the Workplace Policy which is included as Appendix 4 to these Personnel Policies and Procedures.

Section 17 - Salaries, Wages, Advances and Increments

Remuneration

- 17.1 An Employee will receive pay commensurate with the job description and hours of employment. These terms are set at the time of employment and may be revised by mutual agreement in writing or increased at the sole discretion of Council upon recommendation from the Nation Administrator.
- 17.2 No Employee is guaranteed an annual increase and any remuneration increases are contingent upon funding levels and the discretion of the Nation Administrator and Council.

Remuneration for Employees Serving on Boards and Committees

- 17.3 This section outlines the procedures to provide Employees the opportunity to serve the community by participating on boards and committees and clarifies and ensures remuneration for their service.
- 17.4 Service as a committee member during regular working hours is contingent upon committee duties not unduly impacting on the performance of the Employee's regular duties with "leave to serve" subject to administrative approval.
- 17.5 Where an individual Employee's position impacts on the decision of a board or committee, the Employee is permitted to provide material facts that may influence the decision of the board or committee. However, the Employee shall abstain from voting where a vote on the matter is required.
- 17.6 When serving as a board or committee member at a meeting convened during normal working hours of employment, an Employee with approved "leave to serve" shall be regarded as working those hours and their regular salary shall apply.
- 17.7 An Employee is only entitled to "honoraria" under the following criteria:
 - (a) When a meeting commences after 5 p.m. during weekdays or is convened on a weekend, statutory or a scheduled holiday of the Nation; and
 - (b) The Nation Administrator has authorized that the Employee receive "honoraria" instead of wages.
- 17.8 If the above applies, the Employee's honorarium will be calculated in accordance with the Committee Honorarium section of the Governance Policies and Procedures.

Overtime

- 17.1 Overtime is hours worked by non-management Employees in excess of eight (8) hours a day or forty (40) hours/week.
- 17.2 An Employee may only refuse to work overtime in accordance with the *Canada Labour Code* or the *Alberta Employment Standards Code*, whichever is applicable.
- 17.3 The Employee's Manager/Director, or the Nation Administrator, must authorize all overtime in writing before the overtime occurs, unless the overtime is required due to an emergency.
- 17.4 Employees who are authorized to work overtime are to maintain a record indicating the overtime date, purpose and authorization.
- 17.5 Compensation for overtime will be time off in lieu at the rate of 1.5 hours for each hour worked and calculated at a minimum of one (1) hour of each day the overtime is earned. As the Nation does not receive funding to pay overtime, time off in lieu must be taken, unless incurred overtime was as a direct result of supplying an essential service.
- 17.6 Accumulated overtime time off in lieu must be taken within thirty (30) days, unless permission is received from the Nation Administrator.
- 17.7 Where Employees are unable to take time off in lieu, through no fault of their own, they shall be compensated at the rate prescribed by the *Canada Labour Code* or the *Alberta Employment Standards Code*, whichever is applicable.

On-Call Compensation

- 17.8 The purpose of this section is to provide fair compensation to Essential Services Employees.
- 17.9 Supervisors should schedule Essential Services Employees on a reasonably fair and equal rotational basis to cover after hours on-call requirements. Essential Services Employees may trade off the responsibility for being on-call with other qualified Employees only with the consent and pre-approval of the appropriate supervisor.
- 17.10 Hours of work for Essential Services Employees include those hours normally worked in the performance of required duties during regularly scheduled work hours, any overtime and any call outs.
- 17.11 A call-out must be for a minimum three (3) hours.
- 17.12 Essential Services Employees who are on sick leave shall not be eligible for on-call shifts.
- 17.13 If an Essential Services Employee is required to be on call on a day that normally falls under a general holiday as set out in the General Holidays Section of these Personnel Policies and Procedures, that employee is entitled to be compensated in accordance that section

Employee Benefit Plans

- 17.14 Permanent Employees may be eligible for benefits as determined by the benefit documents as may be amended or changed from time to time in the

sole discretion of the Nation.

- 17.15 The insurance provider and not Nation is responsible for administering short term disability and long-term disability plans.
- 17.16 Premiums for benefits will be cost shared between the Nation and the Employee.
- 17.17 Insurance is compulsory. The Employee will receive a booklet outlining the plan that he/she chose to participate with the payment of premiums for the chosen plan being automatically deducted as a source deduction.

Advances to Wages

- 17.18 Employees may, in the sole discretion of the Nation Administrator, be eligible for an advance to their wages or salary pursuant to this section.
- 17.19 In determining whether an advance to wages will be granted, and for what amount, the Nation Administrator will consider, in addition to any other relevant criteria, the following:
 - (a) Advances to wages are limited to twenty-five (25%) percent of an Employee's bi-weekly income; and
 - (b) No more than four (4) advances to wages will be allowed per year.
- 17.20 All advances to wages must be paid back in full through payroll deduction from the Employee's next pay.
- 17.21 Prior to issuing an advance to wages, Employees must sign and submit to the Nation a Payroll Deduction Authorization Form included as an Appendix to these Personnel Policies and Procedures.
- 17.22 Travel advances are dealt with under the Travel and Business Expense Claims section of these Personnel Policies and Procedures.

Section 18: Vacation

- 18.1 This section will provide a definition for the term of vacation for the Employees.
- 18.2 “Vacation” means vacation or annual leave with pay.
- 18.3 After twelve (12) continuous months of employment, an Employee can claim for vacation leave as per the following table:

During	Vacation Leave Accrual Formula
1 to 4 years	2 weeks
5 plus years	3 weeks

- 18.4 Vacation pay is calculated as a percentage of the gross wages an Employee earns during the year. Where the vacation entitlement is two (2) weeks the vacation pay is 4% and where the entitlement is three (3) weeks the vacation pay is 6%.
- 18.5 Vacation leave benefits may not be accumulated from one year to the next except in exceptional circumstances in accordance with these Personnel Policies and Procedures.
- 18.6 Vacation leave must be used prior to December 31st in the year that the leave is to be used.
- 18.7 In exceptional circumstances, where an Employee is not able to take vacation due to operational requirements, they may request to carry over vacation leave into the next year; provided that the vacation leave carried over from the previous year must be used before October 1st of the following year.
- 18.8 A written agreement for any carry-over of vacation leave must be entered into between the Employee and the Nation.
- 18.9 All Employees shall request vacation leave at least thirty (30) days prior to the vacation leave; unless that leave is required for emergency purposes.
- 18.10 Vacation leave will be granted at the discretion of management or the Nation Administrator.
- 18.11 Where an Employee makes no request for annual vacation leave, the Manager/Director will consult with the Employee to schedule annual leave. There will be no payout of unused annual vacation leave except in cases where an Employee takes a leave of absence without pay, resigns, or is terminated.
- 18.12 The Nation may, in its sole discretion, close the administrative office around the Christmas holiday. Employees are not to attend work during this time and are eligible for pay during this time only if they:
- (a) actively worked, or were on a regularly scheduled day off, the day

- before and the day after the Christmas holiday office closure; or
- (b) were on approved vacation leave.

Section 19: General Holidays

19.1 This section sets out the days that the Nation will consider General Holiday days with pay.

New Years' Day	Family Day	Good Friday	Easter Monday
Victoria Day	Canada Day	Labour Day	Aboriginal Day
Thanksgiving Day	Remembrance Day	Christmas Day	Boxing Day

19.2 Included as a General Holiday day are any days proclaimed as holidays by the Government of Canada, the Nation, or the Government of the Province of Alberta.

19.3 All Employees shall be eligible for holiday pay for a General Holiday. Holiday pay is calculated at one twentieth of the wages, excluding overtime pay, that an Employee earns in the four-week period immediately prior to the week in which the General Holiday occurs.

19.4 Employees, who are required to work on a General Holiday, will be compensated with holiday pay and 1.5 times their regular hourly rate of pay for any hours worked on the General Holiday.

19.5 When a day observed as a holiday falls on an Employee's regularly scheduled day of rest (i.e. Saturday or Sunday), the Employee shall be granted leave on the first working day following that holiday.

19.6 When a day observed as a holiday falls during an Employee's annual vacation leave, the Employee shall receive one (1) day in lieu for each day affected. An Employee entitled to one day off in lieu under this section must arrange for a day off as approved by their immediate supervisor.

Section 20: Leaves of Absence

- 20.1 This section provides the procedures regarding leave of absence for all Employees.
- 20.2 Requests for a leave of absence must be made in writing, as soon as possible (at a minimum within the times set out in this section) and must provide the Nation with the required information as set out below.
- 20.3 Requesting a leave of absence to run in conjunction with vacation will be at the discretion of the Nation Administrator, unless a vacation has been previously authorized.
- 20.4 The Nation will not terminate the employment of an Employee who takes leave in accordance with this section; unless such termination is permitted under the applicable employment standards legislation and regulations.
- 20.5 In addition to the leave of absences included in this section, Employees are entitled to all leave of absences provided for under the applicable employment standards legislation and regulations, as may be amended from time to time.

Sick Leave Credits and Leave of Absence

- 20.6 This section will provide a definition of sick leave credits for the Nation and its' Employees and the eligibility for leaves of absence (paid and unpaid) related to sickness and illness of the Employee or their Immediate Family Members.

Sick Leave Credits

- 20.7 After three (3) months of continuous service, an Employee can earn sick leave credits at a rate of one and a quarter (1.25) days for every 140 hours worked to a maximum of 10 days per year.
- 20.8 Sick leave credits cannot be earned when an Employee is on any leave of absence.
- 20.9 Any sick leave credits not used for sick days cannot be taken as vacation and are not eligible for remuneration. Sick leave credits cannot be carried over into the next year
- 20.10 Employees who are on sick leave are not eligible to work on-call shifts or other forms of work for the Nation.

Notification of Illness and Injury and Medical Certificates

- 20.11 An Employee who is ill or injured for three (3) consecutive working days or less will be considered to have a minor illness/injury. The Employee is responsible for informing their immediate supervisor of their illness/injury in accordance with the attendance provisions set out in these Personnel Policies and Procedures.
- 20.12 An Employee who is ill or injured for three (3) or more consecutive working days will be considered to have a broad illness/injury. The Employee is responsible for informing their immediate supervisor of their illness/injury in accordance with the Attendance provisions set out in these Personnel Policies

and Procedures and must also indicate the length of time they will be absent from work. The supervisor will require a proof of illness from the Employee obtained from his/her family physician, and/or a Medical Ability to Work Form included as an Appendix to these Personnel Policies and Procedures.

- 20.13 An Employee may take sick leave credits in combination with an unpaid leave of absence only if they notify the Nation of their intent to do so at the time they take the leave. The Nation will assume that the Employee intends to use all their sick leave credits before going on unpaid leave of absence if they are not provided with notice stating otherwise.

Long-Term Illness and Injury

- 20.14 Once all sick leave credits have been used, an Employee must apply for short-term disability benefits. The Employee shall meet with the Nation Administrator, or plan administrator, who shall assist the Employee in applying for disability leave.
- 20.15 An Employee who has been employed for three (3) months is entitled to an unpaid leave of absence of up to sixteen (16) weeks in a calendar year for a long-term illness and/or injury.
- 20.16 Where illness and/or injury is recurrent, the Employee will be required to provide medical clearance, including a completed Medical Ability to Work Form included as an Appendix to these Personnel Policies and Procedures, before being allowed to return to work.
- 20.17 Employees who are on unpaid leave of absence for long-term illness and/or injury are not eligible to work on-call shifts or other forms of work for BFN.

Unpaid Leave of Absences

Compassionate Care Leave

- 20.18 An Employee who must be absent from work to provide care or support to an Immediate Family Member with a serious medical condition with a significant risk of death is entitled to up to 28 weeks of unpaid compassionate care leave. A certificate is required from a qualified medical practitioner, stating that the family member has a serious condition with a significant risk of death within 26 weeks from the day the certificate is issued or the day the leave began.
- 20.19 An Employee must provide at least two (2) weeks written notice to the Nation Administrator of their intention to take leave under this section; unless circumstances necessitate a shorter period.
- 20.20 Where more than one Family Member applies for compassionate leave in relation to the same Family Member, the compassionate care leave time will be distributed between them as appropriate to provide care or support.
- 20.21 Employees may be eligible for Employment Insurance benefits for the time they're away on compassionate care leave. Eligibility for such benefits is at the sole discretion of Service Canada.

Critical Illness of Child Leave

- 20.22 Employees who have completed three (3) consecutive months of employment and are the parent of a critically ill child are entitled to unpaid leave of absence of up to 37 weeks to provide care and support to the child. A certificate is required from a qualified medical practitioner, stating that the child is critically ill and requires the care or support of one or more parents, and including the start and end date of the leave.
- 20.23 An Employee must provide at least two (2) weeks written notice to the Nation Administrator of their intention to take leave; unless circumstances necessitate a shorter period.
- 20.24 Employees may be eligible for Employment Insurance benefits for the time they're away on compassionate care leave. Eligibility for such benefits is at the sole discretion of Service Canada.

Death or Disappearance of a Child Leave

- 20.25 Employees who have completed three (3) consecutive months of employment are entitled to the following unpaid leaves of absences:
- (a) Up to 104 weeks if the Employee is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime; or
 - (b) Up to 52 weeks if the Employee is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child has disappeared.
- 20.26 An Employee who intends to take a leave of absence from employment due to the death or disappearance of a child must provide the Nation Administrator written notice stating the length of the leave intended to be taken as soon as is reasonable and practicable in the circumstances.
- 20.27 An Employee must provide the Nation Administrator with written notice of any changes to their estimated date of returning to work.

Domestic Violence Leave

- 20.28 An Employee who has been employed with the Nation for three (3) months, and is the victim of Domestic Violence is entitled to up to ten (10) days unpaid leave of absence for one or more of the following purposes:
- (a) To seek medical attention for the Employee or the Employee's dependent child or a protected adult in respect of a physical or psychological injury or disability caused by the domestic violence;
 - (b) To obtain services from a victim services organization;
 - (c) To obtain psychological or other professional counselling for the employee or the employee's dependent child or a protected adult; to relocate temporarily or permanently;

- (d) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence; or
- (e) Any other purpose provided for in the regulations.

20.29 An Employee must give the Nation as much written notice of their intention to take Domestic Violence Leave as is reasonable and practicable in the circumstances.

Leave for Victims of Family Violence

20.30 An Employee who is the victim of family violence or is the parent of a child who is a victim of family violence is entitled to up to ten (10) days unpaid leave of absence for one or more of the following purposes:

- (a) to seek medical attention for themselves or their child in respect of a physical or psychological injury or disability;
- (b) to obtain services from an organization which provides services to victims of family violence;
- (c) to obtain psychological or other professional counselling;
- (d) to relocate temporarily or permanently;
- (e) to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding; or
- (f) to take any measures prescribed by regulation under the *Canada Labour Code*.

20.31 An Employee must give the Nation as much written notice of their intention to take Victims of Family Violence Leave and length of this leave as is reasonable and practicable in the circumstances.

Family Responsibility Leave

20.32 An Employee who has been employed with the Nation for three (3) months, is entitled to up to three (3) days unpaid leave of absence to carry out the Employee's responsibilities related to:

- (a) the health or care of any of their family members; or
- (b) the education of any of their family members who are less than 18 years of age.

20.33 An Employee must give the Nation as much written notice of their intention to take Family Responsibility Leave and length of this leave as is reasonable and practicable in the circumstances and must, where reasonably practice, submit documentation to support their reasons for taking Family Responsibility Leave within fifteen (15) days of their return to work.

Leave for Traditional Aboriginal Practices

20.34 An Employee who is an Aboriginal person and has been employed with the Nation for three (3) months, is entitled to up to five (5) days unpaid leave of absence for one or more of the following purposes:

- (a) hunting;
- (b) fishing;
- (c) harvesting; and
- (d) any practice prescribed by regulation under the *Canada Labour Code*.

20.35 An Employee must give the Nation as much written notice of their intention to take Leave for Traditional Aboriginal Practices and the length of this leave as is reasonable and practicable in the circumstances.

Education Leave

20.36 Employee with a minimum of one (1) year's consecutive employment at BFN may be eligible for up to one (1) year unpaid education leave. To apply for education leave Employees must submit an application in writing to the Nation Administrator. The application for education leave must document the following:

- (a) A Minimum of one (1) year employment with BFN;
- (b) Confirmation of conditional acceptance under BFN's post-secondary education program;
- (c) Confirmation on the program dates;
- (d) Confirmation of subsidized funds; and
- (e) Confirmation that the program of study is applicable to the Employee's position at BFN.

20.37 The Employee must forward the above information to the Nation Administrator by June 30, when the start date for education is September. If these dates do not coincide with the dates identified by the accredited post-secondary institute, the application to the Nation Administrator for education leave must be made at least two months prior to the start date of the requested leave.

20.38 Approval of education leave is at the sole discretion of the Nation Administrator.

Parental Leave and Accommodation

- 20.39 An Employee who is pregnant or nursing may make a request to the Nation Administrator to modify her job functions or reassign her to another job if continuing any of the current job functions pose a risk to her health or that of the fetus or child.
- 20.40 A certificate must accompany this request from a qualified medical practitioner indicating how long the risk is likely to last and what activities or conditions should be avoided in order to eliminate the risk.
- 20.41 Where reasonably practical, the Nation Administrator will modify working conditions to allow for the continuance of work where continuance does not present a risk to the health of the Employee or that of the foetus or child.
- 20.42 After three (3) months of employment with the Nation, an Employee is entitled to up to seventeen (17) weeks of unpaid leave of absence. A request for maternity leave must be provided as soon as reasonably possible and must contain a certificate from a qualified medical practitioner certifying that the Employee is pregnant.
- 20.43 An Employee who is pregnant and whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due day is also entitled to maternity leave in accordance with this section.
- 20.44 Employees are eligible for up to 63 weeks of parental leave if:
- (a) The Employee is entitled to parental leave in accordance with this section; or
 - (b) The Employee is a parent or adopted parent who has been employed with the Nation for three (3) months.
- 20.45 The parental leave entitlements under this section may be taken by either parent or adoptive parent or shared by both parents. If the leave is shared, the combined leave cannot exceed 63 weeks for the same newborn or adopted child.
- 20.46 An Employee returning to work shall be reinstated to their former position or will be provided with work of a comparable nature.

Other Leave of Absence Without Pay

- 20.47 A temporary leave of absence without pay up to twelve (12) months may be granted to an Employee at the discretion of the Nation Administrator, for a personal matter, illness or for educational advancement. Requests for leave of absence under this section must be made in writing to the Employee's Manager/Director for submission to the Nation Administrator at least three (3) weeks prior to the day of departure; unless there is an emergency situation.
- 20.48 Employees granted leave under this section must provide two (2) weeks written notice of their intentions to resign or return to work.
- 20.49 Benefits such as vacation and sick leave credits will not accrue and will be discontinued while an Employee is on leave under this section.
- 20.50 In addition to the above, Employees are entitled to all other paid and unpaid

leaves of absence as provided for under applicable federal or Alberta legislation and regulations.

Leave of Absence With Pay

Bereavement Leave

- 20.51 Every Employee is entitled to leave with pay in the event of a death of an Employee's Immediate Family Member.
- 20.52 An Employee so bereaved is entitled to no more than three (3) days leave with pay including the day of the funeral to attend the funeral.
- 20.53 An Employee so bereaved is entitled to request an additional two (2) days with pay which may be allowed for travelling time if warranted and approved by the Department Manager in consultation with the Nation Administrator.
- 20.54 All requests for bereavement leave must be made as soon as possible and must be approved in writing by the Nation Administrator.

Court Leave

- 20.55 The Director/Manager will grant leave with pay for up to five (5) days to an Employee who is required:
- (a) To be available for jury selection;
 - (b) For jury duty;
 - (c) By subpoena or summons to attend as a witness in a court proceeding;
- 20.56 When an Employee is on leave with pay under these circumstances, any monies received for attending such court proceedings shall be returned to the Nation.
- 20.57 The Employee's Manager/Director may grant an Employee leave to attend other court proceedings, or formal proceedings of a culturally sensitive nature, with or without pay at the discretion of the Manager/Director.

Professional Development Leave

- 20.58 Subject to budget considerations, the Nation may grant two (2) days per month of educational leave with pay to Employees to promote professional development within their field. All term and permanent Employees will be eligible for this educational leave if they are enrolled in a course that will be credited towards a certificate, diploma or degree program related to their field of employment, subject to operational needs.

Voting

- 20.59 This section describes the procedures to ensure Employees are afforded the democratic right to vote in civic, municipal, provincial, federal and BFN elections and by-elections.
- 20.60 All Employees shall be given four (4) hours from the closing of the polls to

vote in elections.

20.61 Time off during the voting will be in accordance with minimum requirements stipulated in the governing election legislation, by-laws and Policies of the Nation.

20.62 The Nation Administrator shall advise all Employees as to the appropriate time off that will be provided to vote for each specific election or by-election.

Section 21: Employee Evaluation

- 21.1 This section is to ensure that Employees are committed to excellence in the performance of service to the Nation and that their career goals and objectives are identified, reviewed and evaluated so as to ensure the optimization of the human resources of the Nation.
- 21.2 The Employee performance review is a formal process that provides the administration and Employees the opportunity to share the previous year's job efforts and results.
- 21.3 A performance review must be completed prior to the completion of an Employee's probation period. Thereafter, a performance review will be held on, or as close to, the Employee's anniversary date of hire for each subsequent year of employment.
- 21.4 The Employee's review shall be attended by the Employee, and the supervisor of the Employee.
- 21.5 The performance review evaluation form that is utilized is attached as an Appendix to these Personnel Policies and Procedures. Once completed and signed by the Employee their supervisor and the Nation Administrator, the form will be added to the Employee's employee record. Employees are to be provided with a copy of the performance review evaluation form for their own records.

Unsatisfactory Performance

- 21.6 Prior to any disciplinary action or coaching being taken for unsatisfactory performance, the Employee's supervisor and Nation Administrator shall discuss the relevant issue. The Employee's supervisor, together with the Nation Administrator, are responsible to initiate disciplinary action.
- 21.7 The supervisor and the Nation Administrator will discuss the issue(s) with the Employee and identify specific steps and time lines that will be required to correct the issue(s). The Employee will be provided with a written outline of the issue, the nature of the discipline/coaching and the required action on the Employee's part to correct the issue. A copy will also be placed on the Employee's employee record.
- 21.8 The Employee is responsible to carry out the corrective action within the time lines provided. Any improvement shall be documented and placed on the Employee's employee record.
- 21.9 If improvement is not evidenced, a date for further review or alternative action will be identified. If no improvement has occurred after a further review, the Employee may be disciplined or terminated for just cause in accordance with these Personnel Policies and Procedures.
- 21.10 The Employee's supervisor is responsible for the documentation of all actions taken leading to any form of coaching/disciplinary action and for placing notice

of this action on the Employee's employee record.

Section 22: Discipline Process Guidelines

- 22.1 Discipline may be issued in the sole discretion of the Nation and in any order the Nation deems necessary.
- 22.2 The following factors may be considered by the Nation when choosing the appropriate discipline:
- (a) Severity;
 - (b) Frequency;
 - (c) Length of service;
 - (d) Prior performance; and
 - (e) Degree of deviation from performance expectations.
- However, each incident will be assessed on a case-by-case basis to determine the appropriate discipline.
- 22.3 The Nation will, as soon as practical, act on a written allegation of misconduct.
- 22.4 Where practical, the Employee in question will be provided with the opportunity to answer an allegation and explain or apologize for the behaviour and make restitution for the wrongdoing, prior to any disciplinary action being made.
- 22.5 Where the circumstances warrant, an Employee may be suspended on a with or without pay basis pending the outcome of an investigation into the allegations.
- 22.6 The following are the types of disciplinary actions that may be taken:
- (a) verbal warnings;
 - (b) written warnings;
 - (c) final warning,
 - (d) suspensions (with or without pay); and
 - (e) termination of employment.
- 22.7 The Nation Administrator must be consulted, or at a minimum notified, when verbal or written disciplinary action of an Employee is necessary.
- 22.8 Permission from the Nation Administrator must be obtained prior to initiating a suspension or termination.
- 22.9 The Nation Administrator is available to all supervisors and Managers/Directors and supervisors and Managers/Directors should use this resource to assist in exercising their managerial responsibilities.
- 22.10 The Employee Discipline Form to be used to document any disciplinary action is included as an Appendix to these Personnel Policies and Procedures
- 22.11 An Employee's disciplinary record will remain on their employee record in accordance with the Employment Records Sections of these Personnel

Policies and Procedures.

22.12 Council must be notified when disciplinary action is initiated.

Verbal Warning

- 22.13 Verbal warning sessions may take place between an employee together with two of either their supervisor, or Manager/Director or Nation Administrator in situations that are deemed less serious in nature.
- 22.14 The Employee, supervisor or Manager/Director or Nation Administrator must make every effort to determine and resolve the cause of the problem during a verbal warning session.
- 22.15 It is the responsibility of the supervisor or Manager/Director or Nation Administrator to advise the Employee that they are receiving a formal warning during a verbal warning session.
- 22.16 Documentation of the verbal warning must be made by those conducting the verbal warning session and maintained in the Employee's employee record.
- 22.17 There is no guarantee an Employee will receive a verbal warning before receiving another type of discipline, including termination for just cause.

Written Warning

- 22.18 A written warning is a warning given to the Employee in writing if the Employee's behaviour warrants and/or consists of the following:
- (a) Repeated violation of Policy or conduct standards following a verbal warning;
 - (b) Hindering the progress of the Department, job, or project in which the Employee works;
 - (c) Hampering the progress or the Nation; or
 - (d) Any other situation that is serious enough to warrant a written warning with or without a prior verbal warning.
- 22.19 Two of either the supervisor or Manager/Director or Nation Administrator will, when possible, give the written warning during a face-to-face meeting with the Employee, and, when possible, a witness will be present during such a meeting.
- 22.20 Written warnings must be documented and distributed and retained as follows:
- (a) One copy to the Employee; and
 - (b) One copy maintained in the employee record.
- 22.21 There is no guarantee an Employee will receive a written warning before receiving another type of discipline, including termination for just cause.

Suspensions (With or Without Pay)

22.22 Suspensions are issued when:

- (a) Prior written warnings have proven unsuccessful; or
 - (b) An incident is too severe for a written warning yet not sufficiently severe for a just cause termination.
- 22.23 Suspensions may vary in length, according to the severity of the offense or deficiency.
- 22.24 The Nation Administrator is the only Employee authorized to issue a suspension and will determine the length of a suspension and whether an Employee will be paid while on a suspended status.
- 22.25 Suspensions may also take place during an investigation.
- 22.26 If a prior suspension has failed to produce the proper results, consideration should be given for a lengthier suspension prior to the termination of the Employee.
- 22.27 The Nation Administrator and, except in extenuating circumstances, a witness, will be present during a suspension meeting with the Employee.
- 22.28 Suspensions must be documented and distributed and retained as follows:
- (a) One copy to the Employee; and
 - (b) One copy maintained in the employee record.
- 22.29 There is no guarantee an Employee will receive a suspension before being terminated for just cause.

Section 23: Termination of Employment

Terminations (With Just Cause)

- 23.1 An Employee may be terminated with just cause after other disciplinary measures have failed or when a first-time incident occurs that is extremely serious.
- 23.2 An Employee may be discharged at any time without regard to any progressive discipline if the Nation has just cause for termination. Without limitation, the following may constitute just cause for immediate termination:
- (a) Persistent incompetence;
 - (b) Insubordination, including non-compliance;
 - (c) Persistent tardiness for more than five (5) work days in two (2) weeks;
 - (d) Relevant criminal conviction for which a pardon has not been granted;
 - (e) Consumption of alcohol, cannabis, or use of illegal drugs during regular working hours;
 - (f) Reporting to work under the influence of alcohol, cannabis or illegal drugs;
 - (g) Dishonesty or theft;
 - (h) Intentional damage of Nation property or Assets;
 - (i) Fighting on the job;
 - (j) Engaging in unacceptable use of social media as described in the Social Media Policy included as an Appendix to these Personnel Policies and Procedures;
 - (k) An undisclosed conflict of interest as described in the Conflict of Interest Policy;
 - (l) Repeated or serious harassment, discrimination, violence or lateral violence of another employee as described in the Prevention and Investigation of Harassment and Discrimination in the Workplace Policy and Prevention and Investigation of Violence and Lateral Violence in the Workplace Policy; or
 - (m) any other incident that would be considered just cause at common law.
- 23.3 The Nation Administrator must be consulted before the termination of an employee is conducted. However, if an incident is extremely or obviously egregious, supervisors or Managers/Directors may suspend an employee pending an investigation. The Nation Administrator must be notified immediately.
- 23.4 Council must be notified of all terminations.

Layoff

- 23.5 Where a layoff is required due to lack of work or the discontinuance of a function, it will not terminate the employment relationship if:

- (a) The lay-off is three (3) months or less; or
- (b) the term of lay-off is more than three (3) months and the Employee is notified in writing at or before the time of lay-off that he/she will be recalled to work on a fixed date or within a fixed period neither of which shall be more than six (6) months from the date of the lay-off and the Employee is recalled in accordance within the fixed period.

23.6 Employees entitled to benefits at the time of lay-off will be eligible to continue participation in such benefits during the period of layoff if they continue to pay the Employee portion the such benefits.

Without Just Cause Terminations

23.7 This section outlines the severance pay policy of the Nation as it complies with applicable legislation regarding the Nation's responsibilities upon terminating Employees.

23.8 An Employee must have completed at least twelve (12) consecutive months of continuous employment to qualify for severance pay.

23.9 Absences that do not result in termination of employment (i.e.: parental leave, medical leave, approved training leave, etc.) are not considered as interruption in the continuity of employment.

23.10 Severance pay does not have to be paid to Employees dismissed for just cause or Employees who, on or before ceasing to be employed, are entitled to:

- (a) A pension under a pension plan contributed to by the Nation that is registered pursuant to the *Pension Benefits Standards Act*.
- (b) A pension under the *Old Age Security Act*.
- (c) A retirement pension under the Canada Pension Plan.

23.11 An Employee who is laid off as opposed to terminated who does not return to work after being recalled is deemed to have terminated his/her own employment and is not entitled to severance pay.

23.12 When the Nation is unable to recall a laid off Employee, the layoff becomes a termination and the Nation must pay severance pay to the Employee. In addition, pay in lieu of notice must be given.

Resignation by Employee

23.13 Employees are required to provide the Nation with at least two (2) weeks written notice of their intention to resign.

23.14 Employees who resign will not receive compensation for unused compassionate and sick leave or any severance pay of any kind.

23.15 Employees who resign shall not make binding decisions on big decisions that affect the business of the Nation such as hiring or firing Employees, signing cheques or contracts or budget decisions.

Return of Company Property

23.16 Employees are responsible for the safe and prompt return of all BFN property, materials, or written information issued to them or in their possession or control including, but not limited to:

- (a) Corporate credit cards
- (b) Nation mobile communication devices; e.g., phones, smartphones and Blackberries, etc., including associated phone numbers
- (c) Nation computers/laptops
- (d) Nation gas cards
- (e) Security badges and keys to buildings and/or Nation vehicles
- (f) Equipment and tools, etc., research papers, lab notebooks, Nation sponsored Twitter, Facebook or similar accounts or sites, and other Nation information;
- (g) Passwords;
- (h) Any other Nation property the employee may have in their possession.

23.17 Employees must return all Nation property in good condition directly to their supervisor or Manager/Director on or before the last day of work or at any other time Nation requests.

23.18 If Nation property is not returned, or is in poor condition, the Nation may take all action to recover and/or protect its property in accordance with Nation Policy.

Reapplication for Employment

23.19 Reapplication for employment with the Nation is dealt with in the Recruitment Section of these Personnel Policies and Procedures.

Section 24: Employee Complaints

- 24.1 This section ensures that the work environment is conducive to the discussion and resolution of a problem that an Employee or Manager/Director believes may need some form of address and action. It applies to complaints or issues that are not dealt with under the Prevention and Investigation of Harassment and Discrimination in the Workplace Policy and Prevention and Investigation of Violence and Lateral Violence in the Workplace Policy.
- 24.2 Employees who feel unfairly treated will have the opportunity to discuss their grievances without fear of reprisal. The Nation recognizes that the Employee has a right to express their concerns.
- 24.3 If an Employee's complaint or issue concerns another Employee, the Nation encourages the Employee to first discuss the complaint or issue with the other Employee. If after the discussion, the complaint or issue is not resolved, one or both the parties may request a review by their Manager/Director, or if the complaint or issue involves the Manager/Director, with the Nation Administrator.
- 24.4 In requesting a review by a Manager/Director or Nation Administrator, an Employee must submit their complaint in writing outlining the details of the conflict or decision they're concerned with and any attempts to resolve the conflict.
- 24.5 Upon receipt of a written complaint, a Manager/Director or the Nation Administrator will investigate the complaint, document the steps taken, and arrive at a recommended solution. A written response will be provided to the Employee within three (3) weeks of the receipt of the written complaint. If additional time is required, the affected Employees will be notified of the expected response date.
- 24.6 If an Employee is dissatisfied with the results of the investigation, they can submit a written complaint, along with the written decision of their Manager/Director, to the Nation Administrator outlining why they believe the decision to be unfair to the Nation Administrator. The Nation Administrator shall conduct an investigation and shall provide the Employee with a written response within three (3) weeks of receipt of the written complaint. If additional time is required, the affected Employees will be notified of the expected response date.
- 24.7 An Employee Reserves the right to appeal the decision of the Nation Administrator to the Appeals Committee according to the Appeals Process Policy.

APPENDIX 1: CONFIDENTIALITY AND ACCESS TO INFORMATION POLICY

- 1.1 As an Employee with privileges at the Nation, Employees may have access to Confidential Information.
- 1.2 Confidential information includes anything pertaining to any of the following: Personal Confidential Information, Business Information, Information Not for Public Consumption, and Employee Personal Information.
- 1.3 More specifically, Confidential Information includes, but is not limited to:
 - (a) Personal Confidential Information – Personal Information that may cause the Employee, community member(s) or client embarrassment or perceived harm. Any information of a medical, private or secret nature will be held as privileged and confidential information.
 - (b) Business Information – The Nation has a lot of Confidential Information related to how it runs its affairs. Should Employees come into contact with materials or issues which are not for public consumption or distribution they are required to maintain confidentiality, i.e. financial information, client information and/or other information relating to BFN. Business arrangements will not be shared unless permission is granted by the Nation Administrator and then only if the sharing of information is in the best interests of the Nation.
 - (c) Information Not for Public Consumption - this, without limitation, includes business plans, contracts, contribution agreements, funding arrangements and the administration of the Nation that, if shared, could negatively harm or affect the business or reputation of the Nation. In particular, confidential information pertaining to finances or plans of BFN is considered property of the Nation.
 - (d) Employee Personal Information – Any information pertaining to the management of the employment relationship including: information contained in a Employee record; information regarding the status of Employees as to salary, benefits, family status, Employee discipline, Employee assistance; or any other information that is a private aspect of the Employee-Nation relationship will not be shared with the public. An exception will be made for the purposes of providing personnel services to the Employee.
- 1.4 Confidential Information is valuable and sensitive. It is protected by law and by the Nation's Policies. Employees are required to conduct themselves in strict conformance to applicable laws and applicable privacy laws and Policies governing Confidential Information. Your principle obligations in this are explained below. Employees are required to read and to abide by these duties. Any violation of these duties will be subject to discipline up to and including termination of employment for just cause. Employees may also be subjected to legal liability for violation of these duties.

- 1.5 Accordingly, as a condition of and in consideration of Employees' access to Confidential Information, Employees promise that:
- (a) Employees will use Confidential Information only as needed to perform Employees' duties as an Employee. This means, among other things, that: Employees will only access confidential Employee, Members, Community Members and clients, information on a need to know basis; and, Employees will not in any way divulge, copy, release, sell, loan, review, alter, destroy any Confidential Information except as properly authorized within the scope of professional activities affiliated with the Nation; and, Employees will not misuse Confidential Information or carelessly store Confidential Information;
 - (b) Employees understand that their access to Confidential Information are subject to periodic review, revision and if appropriate, renewal;
 - (c) Employees understand that Employees have no personal right or ownership interest in any Confidential Information. At all times, both during and after Employees' employment, Employees will safeguard and retain the confidentiality of all Confidential Information of the Nation; and
 - (d) Employees will only divulge Confidential Information as authorized by law or Policy.
- 1.6 Employees are responsible for any misuse or wrongful disclosure of Confidential Information and for failure to safeguard Confidential Information on Employees' part. Failure to do so could result in discipline up to and including termination of employment for just cause.
- 1.7 Employees are responsible to ensure that Employees maintain confidentiality if Employees transfer to another position within the Nation and/or after Employees' employment with the Nation ends.
- 1.8 Employees also understand and consent to the collection, use and disclosure of Employees' Employee Personal Information for the purposes of managing the employment relationship.

I hereby acknowledge that I have read, understood and will comply with this Confidentiality and Access to Information Policy.

Name (please print)

Signature

Date

APPENDIX 2: CONFLICT OF INTEREST POLICY

Purpose

- 2.1 The purpose of this Conflict of Interest Policy is to identify and to prevent or resolve conflicts of interest of the Employees of the Nation. All Employees of the Nation will strive to avoid any conflict of interest between the interests of the Nation on the one hand, and personal, professional, and business interests on the other. This includes avoiding actual conflicts of interest as well as the perception of conflicts of interest.

Conflict of Interest Explained

- 2.2 In exercising the functions of an Employee, Employees have a duty to act with the utmost honesty and good faith and must always act in the best interests of the Nation.
- 2.3 As well, Employees must exercise the care, diligence and skill of a reasonably prudent person under comparable circumstances.
- 2.4 Each Employee owes primary business loyalty to the Nation. Employees must avoid engaging in any personal business or other activity which may conflict with Employees' duties and responsibilities to the Nation.

Conflict of Interest Defined

- 2.5 A conflict of interest is an actual or perceived interest by an Employee in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain.
- 2.6 A conflict of interest arises where an Employee has a duty, or a direct or indirect interest, that comes into conflict with, or is sufficient to influence or appear to influence, the outcomes of such decisions or performance of duties owed to BFN. An indirect interest may arise through a relationship, corporation or firm. For the purposes of Conflict of Interest Policy, relevant relationships include:
- (a) A husband, wife, or permanent companion ("spouse").
 - (b) Child, stepchild, adopted child, daughter-in-law, son-in-law, biological grandchild, or foster child.
 - (c) Parent or step-parent or spouse's parent or step-parent.
 - (d) Grandparent or spouse's grandparent, step-grandparent or great grandparents.

- (e) Sibling, step-brother, step-sister or spouse's sibling.
 - (f) Immediate aunt or uncle, aunt in-law, uncle in-law.

 - (g) Immediate niece or nephew, or first cousins.

 - (h) Friend or business associate.
- 2.7 Conflict of interest includes any bias or the appearance of bias in a decision-making process that would reflect a dual role played by an Employee. An example, for instance, might involve an Employee who hires family members as consultants.
- 2.8 Employees must use utmost care and discretion in the handling of confidential privileged information, and other information not normally available to the public, received by reason of the office or employment, and such information shall not be used by Employees for personal benefit or for the benefit of family, friends, associates or any other individual or entity other than the Nation.
- 2.9 A conflict of interest may be resolved by the Employee obtaining written approval of the Nation Administrator or by disposing of or otherwise eliminating the interest or duty which gives rise to the conflict of interest, including resigning an office or employment.
- 2.10 Each conflict of interest involving an Employee is a separate conflict of interest and no permission or approval with respect to one conflict shall be deemed to be approval for any other.

Acceptance of Gifts

- 2.11 Employees and members of Employee's immediate family, are prohibited, unless approval is obtained from the Nation Administrator, from accepting gifts, money or gratuities from the following:
- (a) Any person or organization performing or seeking to perform services under contract with the Nation;
 - (b) Persons who are otherwise in a position to benefit from the actions of any Employee; and
 - (c) Persons receiving benefits or services from the Nation.
- 2.12 The exceptions to this are promotional gifts or those of nominal value (\$50 or less), e.g. coffee mug or letter opener with the company's logo or the occasional lunch and other such gifts as permitted under the Gratuities section of these Personnel Policies and Procedures.

Disclosure of Potential Conflict of Interest

- 2.13 Where an Employee may be in a potential conflict of interest situation they

shall disclose their interest prior to the making of a decision and shall not participate in the discussion or the decision, unless permission is first obtained by the Nation Administrator.

- 2.14 If the Nation Administrator decides, in their sole discretion, to allow an Employee in a potential conflict of interest situation to participate in the discussion or the decision, they shall ensure that the reasons are recorded in writing and stored in the Employee Record.

Other Requirements

- 2.15 It is not possible to state a set of rules that would codify proper behaviour in every situation. Therefore, nothing in this policy will excuse Employees from any other duty or responsibility imposed by law.

Consequences of an Unresolved Conflict

- 2.16 Without restricting any other consequences arising out of a Conflict of Interest, the existence of an unresolved conflict may be grounds for progressive discipline and /or dismissal of an Employee.
- 2.17 It is Employees' duty to recognize whether or not a Conflict of Interest or potential Conflict of Interest exists and to ensure that it is resolved. Employees will not be excused from compliance with this Conflict of Interest Policy or any other law relating to Conflicts of Interest on the basis that Employees did not realize that a Conflict of Interest existed or might arise.
- 2.18 If an Employee breaches this Conflict of Interest Policy and the Employee, or a person in a relevant with the Employee realizes any financial gain as a result, the Employee shall pay the amount gained to the Nation, together with all reasonable legal and accounting fees and disbursements and other costs incurred by the Nation and any corporate entity controlled by the Nation to investigate and enforce such claim. The financial gain shall constitute at Debt and will be collected in accordance with the Debt Recovery Policy.

I hereby acknowledge that I have read, understood and will comply with the Conflict of Interest Policy.

Name (please print)

Signature

Date

APPENDIX 3: SOCIAL MEDIA POLICY

- 3.1 The Nation understands that social media can be a fun and rewarding way to share life and opinions with family, friends and other Employees. However, use of social media also presents certain risks and carries with it certain responsibilities.
- 3.2 This policy establishes rules and guidelines governing acceptable use of social media, including Facebook, blogs, Twitter, YouTube, MySpace, chat rooms, instant messaging and any other current or future forms of electronic communication or social media.

Guidelines for Use of Social Media

- 3.3 The Nation has developed the following guidelines to govern the use of social networks or discussions (such as blogging):
 - (a) All communication on any form of social media is considered by the Nation to be public communication. As such, communication may reach a current or future audience that includes other Employees, Members, business partners and other individuals. Employees must use caution when utilizing social media to ensure that the rules set out in this policy are not breached.
 - (b) Employees must give thoughtful consideration prior to publishing content or making postings to social network sites.
 - (c) Employees should remember that social networks allow individuals to connect to both personal and professional contacts which impact the creation and maintenance of a professional reputation.
 - (d) Employees should create online profiles that are professional and appropriate. New Employees should review their existing online profiles to ensure that they comply with these guidelines.
- 3.4 Employee questions regarding the use of online resources or social networks for business purposes should be directed to the Nation Administrator.

Rules for Use of Social Media

- 3.5 The Nation has developed the following rules that govern Employee use of social media both inside and outside of the workplace:
 - (a) Employees must conduct themselves in a professional and businesslike manner at all times during their employment with the Nation, including in their use of social media.

- (b) Employees' use of social media is workplace conduct and is subject to these Personnel Policies and Procedures and other Policies.
- (c) Employees may not use social media for personal reasons during paid work time, unless directed to do so by the Nation Administrator.
- (d) Employees are personally responsible for online materials that they publish, unless those postings are done for Nation purposes and have received approval from the Nation Administrator prior to being placed online.
- (e) Employee must not post, transmit or communicate any information, documents or pictures by social media that relates to the Nation, an Agency, a Nation corporation or other type of business structure Nation clients, Employees or business partner.
- (f) Employees using social media shall not engage in any unacceptable use, which includes, but is not limited to:
 - i. posting, transmitting or release of Confidential Information;
 - ii. posting, transmitting or release of information, data, technology, material or other property of any kind and in whatever form, that breaches any provision of these Personnel Policies and Procedures or any other Policy;
 - iii. posting, transmitting or release of information, data, technology, material or other property of any kind and in whatever form, related to the Nation, its operations, Agencies, Entities, clients, workers, Employees or business partners;
 - iv. posting, transmitting or release of information, data, technology, material or other property of any kind and in whatever form, that relates to, may relate to, or is:
 - 1. a workplace complaint;
 - 2. disrespectful;
 - 3. undermining of the Nation's reputation;
 - 4. derogatory or defamatory;
 - 5. destructive of the employment relationship, Employee's workplace morale or business activities and opportunities;
 - v. accessing, transmitting or releasing any pornographic, offensive, discriminatory or harassing material.

Only Authorized Individuals May Post on BFN’s Website, Facebook Page and Blogs

- 3.6 Only the Nation Administrator and persons authorized by them are permitted on behalf of the Nation to create a BFN sponsored social media site or account or to upload or post something to a BFN website, BFN Facebook page, BFN blogs, etc.

Consequences for Breach of Social Media Policy

- 3.7 Failure to adhere to any portion of this policy may result in disciplinary action up to and including termination of employment for just cause, and may result in legal liability for any damages caused by the breach and/or prosecution for illegal activity.

Retaliation is Prohibited

- 3.8 The Nation prohibits taking negative action against anyone for reporting a possible deviation from this policy or for cooperating in an investigation. Any person who retaliates against another person for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action up to and including termination of employment for just cause.

I hereby acknowledge that I have read, understood and will comply with the Social Media Policy.

Name (please print)

Signature

Date

APPENDIX 4: PREVENTION AND INVESTIGATION OF HARRASSMENT AND DISCRIMINATION IN THE WORKPLACE POLICY

Purpose

- 4.1 The Nation seeks to foster a safe work environment which demonstrates respect for all its Employees. As such, the following policy has been developed and approved.

Applicability

- 4.2 This policy applies to the Nation and its Agencies.

Guiding Principle

- 4.3 It is the Nation's policy to maintain a work environment free of sexual harassment or discriminatory harassment on the basis of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person. The Nation will not tolerate harassment of its employees by supervisors, co-workers or others; nor will harassment of non-Employees by any Nation Employee be condoned. All Managers/Directors, supervisors and the Nation Administrator are committed to ensuring the work environment is free of harassment and supports productivity. Any person charged with managerial responsibilities who becomes aware of harassment and fails to take corrective or disciplinary action in a timely manner may be subject to disciplinary action themselves. This policy does not restrict the authority of those charged with managerial or supervisory responsibilities in the areas of performance appraisal, staff relations, counselling, implementation of disciplinary action, and other decisions made in respect of bona fide occupational requirements.
- 4.4 All Employees are expected to conduct themselves so as to maintain a work environment free of harassment. Harassment in any form is a serious offence. Employees who engage in harassment of other Employees will be subject to disciplinary actions, up to and including termination of the employment for just cause.
- 4.5 All Employees who become aware of information relating to a harassment shall ensure that information is communicated in writing to the appropriate Manager/Director, supervisor, or to the Nation Administrator in a discreet and confidential manner. Unless the written complaint involves the Nation Administrator, the Nation Administrator will be informed.

- 4.6 Every written complaint shall be investigated in an impartial, confidential and expeditious manner. If a written complaint is unsigned, the Nation has no obligation to investigate, but may notify an Employee of the issue of the unsigned or anonymous complaint.
- 4.7 All documentation relating to harassment complaints will be provided in a confidential manner and will be the responsibility of the Nation Administrator in accordance with the Office Procedures section of these Personnel Policies and Procedures.
- 4.8 No retaliation or reprisals will be tolerated against any individual who, in good faith, complains of, reports or participates in the investigation of any incident of alleged harassment.

Definitions

- 4.9 Harassment consists of sexual harassment and discriminatory harassment.
- 4.10 Sexual Harassment refers to unwelcome sexual advances, requests for sexual favours and other verbal or physical conduct of a sexual nature when:
- (a) Submission to such conduct is made either an explicit or implicit term or condition of employment.
 - (b) Submission to or rejection of such conduct is used as a basis for an employment decision affecting the harassed Employee.
 - (c) Such conduct has the purpose or effect of interfering with an Employee's work performance or creating an intimidating, hostile, or offensive work environment.
- 4.11 Unwanted touching, obscene humour, suggestive comments, persistent and unwelcome flirtation or displayed materials, whether oral, written, printed or graphically depicted, may be considered sexual harassment under this procedure.
- 4.12 Discriminatory harassment may take the form of verbal or physical conduct, including statements or written or displayed materials, directed against any person on the basis of that person's race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability and conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered. Where such conduct has the purpose or effect of interfering with the person's work performance, creating an intimidating, hostile or offensive work environment, or causing or aggravating tension or animosity between persons of different racial, ethnic, gender or religious groups, it will be governed by and investigated in accordance with this policy.

Rights to Harassment Free Workplace

- 4.13 Any Employee who believes they have been subject to harassment should report the incident immediately to any supervisor or manager in his/her management chain or to BFN Administrator.
- 4.14 Any Employee may also report the incident to the Human Rights Commission.
- 4.15 An Employee who reports an alleged incident of harassment must document dates and times of alleged harassment and present the complaint to the individual's department Manager/Director, supervisor or the Nation Administrator, and has the following rights:
- (a) To be represented and accompanied by a person of their choice during interviews relating to the complaint;
 - (b) To ensure that any written comments related to the complaint be excluded from the complainant's Employee record;
 - (c) To be kept informed throughout the process; and
 - (d) To be provided with the written results of any investigation pertaining to the complaint.
- 4.16 An Employee against whom a complaint is lodged has the following rights:
- (a) To be informed immediately by the Nation Administrator that a complaint has been filed;
 - (b) To be presented with a copy of the written statement of allegations or a written summary of the allegations if they were made verbally and afforded an opportunity to respond to them;
 - (c) To be represented and accompanied by a person of their choice during interviews related to the complaint;
 - (d) To ensure that any written complaint or written comments related to the fact that an Employee has lodged a complaint be excluded from the alleged harasser's Employee record unless and until such time as the complaint is determined to be valid and disciplinary action is taken;
 - (e) To receive fair treatment in an environment free of harassment and discrimination;
 - (f) To be kept informed throughout the process; and
 - (g) To be provided with the written decision of the investigation pertaining to the complaint.

Results of an Investigation

4.17 By adherence to these policy statements, it is expected that all incidents of harassment will be resolved in a way that is fair and reserves the dignity and self-esteem of all Employees. The Nation Administrator will ensure that the results of the investigation are communicated to the complainant and the alleged harasser. The Nation Administrator will be responsible for imposing any discipline found to be warranted against the alleged harasser in accordance with these Personnel Policies and Procedures.

Responsibilities

4.18 The Nation Administrator is responsible to develop investigation and redress procedures and to ensure that these procedures are known to all supervisors, Managers/Directors and Employees and to ensure mandatory compliance with this policy.

4.19 Managers/Directors and supervisors are responsible to:

- (a) Immediately taking appropriate action to resolve any incident of alleged harassment or discrimination that they become aware of, whether or not a formal complaint is made;
- (b) Being familiar with the Nation's policies and procedures with regards to harassment and discrimination;
- (c) Ensuring that their Employees are aware of the Nation's policies and procedures in regards to harassment and discrimination; and
- (d) Ensuring that any formal complaint regarding alleged harassment or discrimination is immediately referred to the Nation Administrator.

4.20 The Nation Administrator is responsible to:

- (a) Ensuring that when a person against whom a complaint has been filed and the complainant work together, either as supervisor and subordinate or as colleagues, reporting relationships may be changed and they are assigned to separate work locations for the period of the investigation, if so requested in writing by either the complainant or the alleged harasser;
- (b) Conducting a prompt and confidential investigation after first obtaining advice and counsel from legal counsel;
- (c) Meeting with the complainant and reviewing all aspects of the allegations. Any witness to the alleged harassment or persons who can add pertinent information to the investigation should be identified;
- (d) Advising and interviewing the individual(s) accused of harassment as well as any other relevant person(s) to obtain their description of the

incident(s) and relevant information. All will be interviewed separately, and each will be instructed to keep confidential any information discussed;

- (e) Making conclusions and a decision of the investigation and reviewing with legal counsel if necessary;
- (f) Ensuring that the complainant and the person against whom the complaint was filed are advised in writing of the results of the investigation; and
- (g) Determining and ensuring that appropriate corrective or disciplinary action is taken as warranted in accordance with these Personnel Policies and Procedures.

4.21 Employees should:

- (a) Keep a written record of the details (including times, locations and names of any witnesses) of the alleged incident(s) of harassment;
- (b) If possible, make known to the offender their disapproval of or unease with any offensive behaviour, during or as soon after the incident as possible;
- (c) Seek assistance from their supervisor or Manager/Director to resolve the situation, as necessary; and
- (d) Cooperate fully with the Nation and those persons investigating the complaint on behalf of the Nation.

4.22 If it is determined that a criminal offence may have been committed, the appropriate public authorities are to be advised

4.23 Any notes, reports, records and all information gathered during the investigation will be treated as confidential, with disclosure limited to those with a need to know.

4.24 Questions concerning this procedure should be brought to the attention of the Nation Administrator.

I hereby acknowledge that I have read, understood and will comply with the Prevention and Investigation of Harassment and Discrimination in the Workplace Policy.

Name (please print)

Signature

Date

APPENDIX 5: PREVENTION AND INVESTIGATION OF VIOLENCE AND LATERAL VIOLENCE IN THE WORKPLACE

Purpose

- 5.1 The Nation is committed to providing a safe and respectful work environment for all Employees, and members of the public. The Nation believes in the prevention of violence and lateral violence while promoting an abuse-free environment in which all people respect one another and work together to achieve common goals. Any act of violence or lateral violence committed by or against any Employee, or member of the public is unacceptable conduct and will not be tolerated.

Applicability

- 5.2 This policy applies to the Nation and its Agencies.

Policy Objectives

- 5.3 It is the Nation's policy to maintain a work environment free of violence and lateral violence.
- 5.4 The Nation will not tolerate violence and lateral violence of its Employees by supervisors, co-workers or others; nor will violence and lateral violence of non-Employees by any BFN Employee be condoned.
- 5.5 The Nation is committed to:
- (a) Dedicating sufficient attention, resources and time to address factors that contribute to workplace violence or lateral violence and to prevent and protect against it;
 - (b) Assessing the potential for violence and lateral violence in the workplace and developing and implementing controls to eliminate or minimize the violence and/or lateral violence;
 - (c) Communicating to Employees information about factors contributing to workplace violence or lateral violence;
 - (d) Assisting Employees who have been exposed to workplace violence or lateral violence; and

- (e) Investigating reported incidents and taking necessary steps in an objective and timely manner.
- 5.6 No retaliation or reprisals will be tolerated against any individual who, in good faith, complains of, reports or participates in the investigation of any incident of alleged violence and/or lateral violence.

What is Violence and Lateral Violence

- 5.7 Violence is any action, conduct, threat or gesture that causes or can reasonably be expected to cause harm, injury or illness.
- 5.8 Lateral violence is a term that describes a form of harassment, workplace bullying, intimidation, mistreatment or horizontal violence.
- 5.9 Actions considered forms of lateral violence:
- (a) Gossiping, humiliating, taunting, negative labelling, blaming, judging, shaming and guilt
 - (b) Lecturing, ridiculing, shunning/ignoring
 - (c) Selective hiring or threats of firing
 - (d) Verbal or Spiritual attacks
 - (e) Attacking friends, family members, associates of the person
 - (f) Obsessive concern about another person's behaviour
 - (g) Imposing rules and regulations to maintain power and control by one person/group
 - (h) Memo's/internally distributed newsletters/ papers that verbally attack, often anonymously
 - (i) Infighting (bickering family feuding/ organization feuding)
 - (j) Bullying or threatening to harm
 - (k) Yelling or using profanity
 - (l) Nonverbal innuendo (raising eyebrows, face-making)
 - (m) Verbal affront (overt/covert, snide remarks, lack of openness, abrupt responses, gossiping, social media)

- (n) Undermining activities (turning away, not being available, social exclusion)
- (o) Sabotage (deliberately setting up a negative situation, ex. withholding information, or giving wrong information purposely)
- (p) Sarcasm, using put downs, obvious name calling, backstabbing (complaining to peers and not confronting the individual), belittling a person's opinions
- (q) Rumour mongering, making jokes that are offensive by spoken word or email
- (r) Handing over work assignments with unreasonable deadlines or duties that will ensure the person will fail, blocking requests for a promotion, leave or training
- (s) Not giving enough work so the individual will feel useless; constantly changing work guidelines, sabotage of projects and jobs
- (t) Refusing to work with someone, being purposely unavailable to meet with staff
- (u) Failing to respect privacy
- (v) Breaking the confidences of others respecting work related issues

5.10 Where such conduct has the purpose or effect of interfering with the person's work performance, creating an intimidating, hostile or offensive work environment, or causing or aggravating tension or animosity between persons, it will be governed by and investigated in accordance with this policy. However, any allegation of lateral violence made must not be of a trivial or vexatious nature (instituted without sufficient grounds and serving only to cause annoyance to the defendant, any such allegations will not be tolerated and may lead to discipline action).

What is Not Violence or Lateral Violence

5.11 Appropriate performance reviews, counseling, or discipline by a supervisor or Manager/Director or Nation Administrator do not constitute violence or lateral violence.

Procedure

5.12 Any Employee who believes they have been subject to violence or lateral violence should report the incident in writing immediately to any supervisor or

Manager/Director in his/her management chain or to the Nation Administrator. Any Employee who believes they have been subject to violence or lateral violence is entitled to assistance in communicating the incident and submitting a more formal complaint if warranted.

- 5.13 An Employee who files a formal complaint alleging an incident of violence or lateral violence must document dates and times of alleged violence or lateral violence and present the complaint to the individual's department director/manager or supervisor or the Nation Administrator, and has the following rights:
- (a) To be represented and accompanied by a person of their choice during interviews relating to the complaint;
 - (b) To ensure that any written comments related to the complaint be excluded from the complainant's Employee record;
 - (c) To be kept informed throughout the process; and,
 - (d) To be provided with the written results of any investigation pertaining to the complaint.
- 5.14 An Employee against whom a complaint is lodged has the following rights:
- (a) To be informed immediately by the appropriate director/manager that a complaint has been filed;
 - (b) To be presented with a copy of the written statement of allegations or a written summary of the allegations if they were made verbally and afforded an opportunity to respond to them;
 - (c) To be represented and accompanied by a person of their choice during interviews related to the complaint;
 - (d) To ensure that any written complaint or written comments related to the fact that an Employee has lodged a complaint be excluded from the alleged respondent's Employee record unless and until such time as the complaint is determined to be valid and disciplinary action is taken;
 - (e) To receive fair treatment in an environment free of violence and lateral violence;
 - (f) To be kept informed throughout the process; and
 - (g) To be provided with the written decision of the investigation pertaining to

the complaint.

Responsibilities and Process

- 5.15 The Nation Administrator is responsible to develop investigation and redress procedures and to ensure that these procedures are known to all Manager/Director and Employees and to ensure mandatory compliance with this Prevention and Investigation of Violence and Lateral Violence in the Workplace Policy.
- 5.16 Directors/Managers and supervisors are responsible to:
- (a) Immediately take appropriate action to resolve any incident of alleged violence and/or lateral violence that they become aware of, whether or not a formal complaint is made;
 - (b) Be familiar with the Nation's policies and procedures with regards to violence and lateral violence;
 - (c) Ensure that their Employees are aware of the Nation's policies and procedures in regards to violence and lateral violence; and
 - (d) Ensure that any formal complaint regarding alleged violence and lateral violence is immediately referred to the Nation Administrator.
- 5.17 Employees, Relief Workers and contractors should:
- (a) If possible, make known to the offender their disapproval of or unease with any offensive behaviour, during or as soon after the incident as possible;
 - (b) Keep a written record of the details (including times, locations and names of any witnesses) of the alleged incident(s) of violence or lateral violence;
 - (c) Seek assistance from their Manager/Director to resolve the situation, as necessary; and cooperate fully with BFN and those persons investigating the complaint on behalf of the Nation.
- 5.18 The Nation Administrator is responsible to:
- (a) Ensure that when a person against whom a complaint has been filed and the complainant work together, either as supervisor and subordinate or as colleagues, reporting relationships may be changed and they are assigned to separate work locations for the period of the investigation, if so requested in writing by either the complainant or the alleged harasser;
 - (b) Conduct a prompt and confidential investigation after first obtaining advice

and counsel from legal counsel;

- (c) Meet with the complainant and review all aspects of the allegations. Any witness to the alleged lateral violence or persons who can add pertinent information to the investigation should be identified;
- (d) Advise and interview the individual(s) accused of violence and lateral violence as well as any other relevant person(s) to obtain their description of the incident(s) and relevant information;
- (e) All will be interviewed separately and each will be instructed to keep confidential any information discussed;
- (f) Make conclusions and a decision of the investigation and review with legal counsel if necessary;
- (g) Ensure that the complainant and the person against whom the complaint was filed are advised in writing of the results of the investigation;
- (h) Determine and ensure that appropriate corrective or disciplinary action is taken, as warranted in accordance with these Personnel Policies and Procedures.

5.19 If it is determined that a criminal offence may have been committed, the appropriate public authorities are to be advised.

5.20 Any notes, reports, records and all information gathered during the investigation will be treated as confidential, with disclosure limited to those with a need to know.

5.21 Questions concerning this procedure should be brought to the attention of the Nation Administrator.

I hereby acknowledge that I have read, understood and will comply with the Prevention and Investigation of Violence and Lateral Violence in the Workplace.

Name (please print)

Signature

Date

APPENDIX 6: FITNESS FOR WORK POLICY

6.1 The Nation is committed to the health and safety of all individuals involved in BFN activities, the communities in which the Nation operates, and the public in general. The Nation's fitness for work policy has been established to minimize health and safety risks associated with Alcohol, Drugs and Cannabis while ensuring that all individuals are treated fairly and with respect. This policy is particularly necessary due to the safety sensitive nature of many positions at Nation

Fitness for Work

6.2 When conducting Nation business, on Nation premises, driving a Nation assigned or owned motor vehicle (including ATVs), on duty/shift, or scheduled call, including during meals or other breaks (whether on or off Nation premises), Employees are prohibited from reporting to work or being at work while not Fit for Work.

6.3 "Fit for Work" means being able to safely and acceptably perform assigned duties without any limitations due to the consumption of Alcohol (which means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol), use of Drugs (which includes any drug, substance, chemical or agent, the use or possession of which is unlawful in Canada, medication, or any non-prescription medication lawfully sold in Canada and drug paraphernalia), or use of Cannabis (which includes any cannabis plant or substance whose use or possession is legal in Canada).

6.4 Employees expected to report Fit for Work and to remain as such while conducting Nation business, while on Nation premises, throughout their work day, shift and while on scheduled call.

6.5 Employees shall not at any time sell, purchase, deliver, use, or have in their possession, any Drugs, Alcohol, or Cannabis on any property or in any office or other facility operated by the Nation. This prohibition does not apply to any Medications and to any facility which is licensed to sell or serve Alcohol or to any event held in a facility where the serving of Alcohol has been approved by the Nation.

6.6 No Employee shall report to work or be at work with detectable levels of Drugs, Alcohol or Cannabis in their body.

Support and Accommodation

6.7 Employees who believe they may have an Alcohol, Drug or Cannabis dependency and require help are strongly encouraged to voluntarily seek help and to follow appropriate treatment promptly before job performance or safety is affected or violations of these Personnel Policies and Procedures or other Policy

occur.

- 6.8 No Employee with an Alcohol, Drug, or Cannabis dependency will be disciplined for voluntarily requesting help to (a) determine if the Employee has an Alcohol, Drug, or Cannabis dependency, and/or (b) for requesting help in overcoming such a dependency. However, in order for this provision to apply in a particular case, help must have been accessed prior to the Employee being notified that he or she must report for an Alcohol, Drug or Cannabis test, or prior to the initiation of disciplinary action under these Personnel Policies and Procedures.
- 6.9 The Nation may discipline anyone who fails to comply with this section.
- 6.10 In all cases, the Nation will take appropriate steps to determine if an Employee has a disability that the Nation is required to accommodate to the point of undue hardship. The Nation will also direct an Employee who violates this policy to a Substance Abuse Expert for assessment. The Substance Abuse Professional will provide the Nation with a confidential written report of the Substance Abuse Professional's recommendations. Failure of an employee to cooperate with the Nation with respect to attending an assessment with a Substance Abuse Professional may be grounds for discipline up to and including termination of employment for just cause.

Testing

- 6.11 The Nation may conduct a Drug, Alcohol, or Cannabis test in the following circumstances:

(a) Reasonable Grounds

When a Manager/Director has reasonable grounds to believe that an Employee may have breached the standards described in this policy, the Manager/Director must immediately inform the Nation Administrator. The Nation Administrator may require the Employee to submit to a Drug, Alcohol, or Cannabis test.

Reasonable grounds include, but are not limited to, the following:

- i. Detecting the scent of Drug, Alcohol, or Cannabis on an Employee's breath, clothing, or person;
 - ii. Suspicious or unusual behaviour by the Employee;
 - iii. The presence of Drug, Alcohol, or Cannabis on an Employee's person or in his or her possession or in the vehicle operated by the Employee.
- (b) Accident or Other Incident

The Nation may conduct post-accident/incident testing for Drug, Alcohol, or Cannabis in cases where one or more of the following occur:

- i. bodily injury
- ii. damage to property or equipment;
- iii. possible exposure to legal action or liability;
- iv. environmental damage; or,
- v. a near miss that, in the immediate supervisor's opinion, could have given rise to any of the above.

When an Employee is involved in an accident, incident, or near miss as described above, the Nation Administrator shall consider all of the circumstances and, if they determine that there are reasonable grounds to believe that the accident, incident or near miss may have been as a result of the Employee's impairment by Drugs, Alcohol or Cannabis, the Nation Administrator will require the Employee to submit to a Drug, Alcohol, or Cannabis test as soon as possible.

(c) Pre-Employment/Pre-Assignment

- i. For the purposes of this policy, a safety-sensitive position is one in which incapacity due to Drug, Alcohol, or Cannabis impairment could result in direct and significant risk or injury to the employee, a third party, property, or the environment.
- ii. The Nation Administrator may designate safety-sensitive positions for the purposes of this policy. The safety-sensitive designation shall be included in the job posting.
- iii. All individuals offered safety-sensitive positions must pass a Drug, Alcohol or Cannabis test as a condition of employment.
- iv. Failure to pass a Drug, Alcohol, or Cannabis test or refusal to participate in the testing process means the applicant will not be eligible for employment in the safety-sensitive position.
- v. The Nation Administrator shall ensure that Drug, Alcohol, or Cannabis testing is conducted in accordance with this policy.
- vi. Employees need to understand and follow any Drug, Alcohol, or Cannabis policies maintained by third parties when working off site from Nation property.

(d) Return to Duty – Post Treatment – Last Chance Agreement

Where employment is continued following a positive Drug, Alcohol, or

Cannibis test, the Employee may be required to pass a Drug, Alcohol, or Cannibis test prior to returning to duty and may be subject to unannounced testing as a condition of continued employment for a period to be determined by the Nation. The Employee must also enter into a last chance agreement with the Nation prior to returning to work after treatment. If the Employee received a positive test for Drugs, Alcohol, or Cannibis after entering into a last chance agreement, the Employee will be terminated for just cause.

Testing Procedures

6.12 An Employee required to submit to a Drug, Alcohol, or Cannibis test pursuant to this policy will be either taken by the Nation Administrator to a testing facility or tested at the Nation by a Certified Technician.

6.13 The Employee will be asked to provide a sample for the Drug, Alcohol, or Cannibis test administered by a Certified Technician at a testing facility

(a) Negative Test

If the Employee tests negative for Drugs, Alcohol, or Cannibis and is found to be medically fit for work, then the Employee will be cleared to return to work.

(b) Positive Test

If the Employee tests positive on the Drug, Alcohol, or Cannibis test, the Employee may be required to provide a further sample for a more definitive test analyzed by an independent and qualified third party retained by the Nation for that purpose. The Employee will be suspended with pay pending the outcome of any second test.

(c) Second Test

The results from any second Drug, Alcohol, or Cannibis test conducted pursuant to this policy will be sent directly to the Nation Administrator.

If the results from a second Drug, Alcohol, or Cannibis test confirm that the Employee breached the terms of this policy, the Nation Administrator will provide a response that may range from accommodation to termination of employment for just cause.

Consequence of Positive Test Results

6.14 An Employee who has tested positive for Drugs, Alcohol or Cannibis may face disciplinary action, up to and including termination for just cause. The appropriate consequence depends on the facts of the case, including the nature of the violation, the existence of prior violations, the response to prior corrective programs and the seriousness of the violation.

Refusal to Submit to a Test

- 6.15 If an Employee is directed to report for a Drug, Alcohol, or Cannabis test, that Employee will be deemed to have refused to submit to the test if they:
- (a) Expressly refuses to submit to the test;
 - (b) Fail to appear at the test site within a reasonable period of time without a reasonable explanation for the delay;
 - (c) Fail to provide an adequate sample without a valid medical explanation;
 - (d) Engage in conduct that obstructs or is intended to obstruct the testing process; or
 - (e) Refuse to agree to disclosure of the test result to the Employer.
- 6.16 In the event the Employee refuses a Drug, Alcohol, or Cannabis test, the Nation Administrator will review the terms of this policy with the Employee, ensuring that the Employee understands the consequences of refusing a test. If the Employee refuses to submit to a test after such a review, the Employee's employment may be terminated for just cause.

Impaired Driving Charge

- 6.17 All Employees who operate a vehicle on behalf of the Nation must inform the Nation Administrator immediately if they have been charged or convicted of an impaired driving offense. Failure to report the charge or conviction will be grounds for disciplinary action up to and including termination of employment for just cause.

Off Duty Conduct

- 6.18 In addition to the above, the Nation may investigate any situation where off duty actions involving Drugs, Alcohol, or Cannabis may have direct implications for the workplace and will take appropriate action under the circumstances. This includes disciplinary action up to and including termination of employment for just cause.

Medications

- 6.19 Employees are expected to use medications (which means a drug obtained (i) over-the-counter, or (ii) through a physician's prescription, or (iii) through a Health Canada authorization, and includes medical marijuana), for their intended purpose and in the manner as directed by an Employee's healthcare practitioner, physician, pharmacist or manufacturer of the medication.
- 6.20 Medications that may inhibit an Employee's ability to perform their job safely and

productively are of particular concern, and Employees are expected to investigate, through their healthcare provider, physician, or pharmacist whether a medication can affect their ability to perform their job safely and productively, and take appropriate steps to minimize associated risk. If a medication has potentially unsafe side effects or may inhibit an Employee's ability to perform their job safely and productively, Employees must report this to the Nation Administrator and request appropriate accommodation.

- 6.21 All Employees who suffer from a medical condition that affects their performance must provide the Nation Administrator with a medical note from a qualified medical doctor that they are physically and mentally capable to perform the duties and responsibilities of their position. If the Employee is unable to perform their duties and responsibilities, the Nation Administrator shall make every effort to accommodate the Employee, up to the point of undue hardship to the Nation.

I hereby acknowledge that I have read, understood and will comply with the Fitness for Work Policy.

Name (please print)

Signature

Date

APPENDIX 7: VEHICLE USE POLICY

- 7.1 The Nation operates vehicles for the purpose of enabling authorized personnel to carry out Nation business. The Nation is responsible for the management of all fleet vehicles in accordance with approved policies, procedures, insurance guidelines, and relevant legislation.
- 7.2 Use of Nation vehicles is strictly limited to business purposes. Nation vehicles are not available for and are not to be used for personal use. Any question as to what constitutes Nation business is to be determined by the Nation Administrator.
- 7.3 A copy of the Vehicle Use Policy and a Vehicle Log will be kept in all Nation vehicles.

Eligibility

- 7.4 In order to be eligible to operate Nation vehicles, Employees must consent to a yearly driver's abstract. Employees with seven or more demerits will not be allowed driving privileges. Employees with a history of traffic violations (three or more traffic violations in the past three years) may be denied driving privileges, at the sole discretion of the Nation Administrator. Costs for driver's abstracts shall be paid by the Nation upon provision of the driver's abstract and a valid receipt.
- 7.5 All Employees are required to produce a valid driver's license prior to operating any the Nation vehicle, or prior to using their own vehicle for the Nation business purposes. Employees must be registered with the Nation Insurance Company prior to operation of the Nation vehicles.
- 7.6 A current list of eligible Employees will be kept on file in all the Nation offices.

Insurance

- 7.7 The Nation is responsible for insuring all Nation vehicles to be used by Employees and this insurance shall cover all Employees and passengers travelling on Nation business.

Maintenance

- 7.8 Regular car washes and maintenance will be handled by the Employee. Employees experiencing maintenance difficulties during their trip should report these problems to their immediate supervisor and designated vehicle maintenance supervisor as soon as possible.
- 7.9 In the event there are operating problems with the Nation vehicle, which make it

inoperable, i.e. battery, tire, towing, and other major repairs, Employees will determine the extent of the problem and call their supervisor. If it is determined that repairs are necessary, the Nation Administrator will coordinate what is necessary in having the vehicle repaired.

- 7.10 Vehicle problems must be recorded on return to the Nation with the keys, or immediately if the vehicle is not able to be returned.
- 7.11 Employees are responsible for any abuse and vandalism they cause to a Nation vehicle and will reimburse the Nation for the cost of repairs necessitated by their conduct. Any such abuse or vandalism must be reported to the Nation Administrator immediately.
- 7.12 Employees will be charged a fee for:
 - (a) Excessive wear and tear or damage on a fleet vehicle as well as repair resulting from negligence.
 - (b) Cleaning unusually dirty vehicles as well as special detailing to remove interior spills, smells, etc. A fee of \$150.00 will be charged for this service.
 - (c) Replacement of lost keys.
- 7.13 Employees will ensure that the following occurs, upon approval by their supervisor:
 - (a) Change the oil in the vehicles approximately every 5000 miles.
 - (b) Rotate tires every 10,000 miles.
 - (c) Have annual inspection completed on time.
 - (d) Have windshield washer fluid kept in the vehicle at all times. Staff can purchase a gallon of fluid at a service station, if required.
- 7.14 The Nation, at its sole discretion, reserves the right to deduct the cost of any vehicle repairs caused by Employee abuse or vandalism and any other fees outlined above from that Employee's pay and all Employees must execute the required Payroll Deduction Authorization Form included as an Appendix to these Personnel Policies and Procedures to authorize such costs from their wages.

Impaired Driving Charge

- 7.15 All Employees who operate a motor vehicle on behalf of BFN must inform the Nation Administrator immediately if they have been charged or convicted of an impaired driving offense. Failure to report the charge or conviction will be

grounds for disciplinary action up to and including termination of employment for just cause.

Accidents

7.16 In the event of an accident the Employee must:

- (a) Stop at the accident site. If the vehicle is operational, it should be driven to a safe location off the roadway.
- (b) Ensure visibility by activating hazard lights and other vehicle lights.
- (c) As soon as possible, contact:
 - i. The police if damage exceeds \$2,000, there are any injuries, or a criminal offence occurred (i.e. impaired driving, hit and run etc.); and
 - ii. The Nation Administrator.
- (d) Not assume responsibility/fault or sign any type of release form.
- (e) Complete the Vehicle Incident Report Form as included as Appendix to these Personnel Policies and Procedures and as supplied and stored in vehicle glove box or inside door pocket.
- (f) File a written report with the Nation Administrator within 24 hours.
- (g) Report to the nearest health professional if injured (including injuries or illnesses felt within hours of days of the accident).
- (h) Discuss the accident with the Nation Administrator upon return to the office.

7.17 Any subsequent decisions on liability, including an Employee's liability for damages and any disciplinary action, shall be determined by the Nation Administrator based on the Vehicle Incident Report Form, any follow-up meeting with the Nation Administrator and police report (if available).

Rules

7.18 A current copy of the vehicle use policy is kept in each vehicle for future reference.

7.19 The Employee is responsible for completing the Daily Vehicle Use Log included

as an Appendix to these Personnel Policies and Procedures. The Daily Vehicle Use Log is to be submitted with the Employee's timesheet for every pay period. Failure to do so may result in loss of vehicle use privileges.

- 7.20 Vehicle usage can only be approved within the requirements of programs or functions.
- 7.21 Vehicles must be returned to the Nation' office or other Nation owned buildings at the end of a normal business day. Vehicles are not to be kept at an Employee's residence overnight without written approval from the Nation Administrator.
- 7.22 Vehicles must be kept clean and filled with gasoline. Employees are expected to ensure that the oil and antifreeze levels are properly maintained.
- 7.23 Under no conditions may a vehicle be used for personal uses. Carrying passengers in a vehicle other than those approved or within program requirements is strictly forbidden.
- 7.24 Employees must make their own arrangements in securing keys.
- 7.25 An Employee using the vehicle(s) when returning must ensure the gas tank is at least 3/4 full and ready for next use.
- 7.26 The vehicle(s) may be taken home the night before an early morning trip.
- 7.27 Before taking a vehicle, the Employee must conduct a visual inspection of the vehicle to verify that the vehicle is properly maintained. Any existing maintenance requirements and damages should be reported to the Nation prior to using the vehicle.
- 7.28 Absolutely no alcoholic beverages, cannabis, or illegal substances are to be consumed in or conveyed in the Nation vehicles. Consuming or conveying alcohol, cannabis or illegal substances, or driving a Nation vehicle in which alcohol, cannabis or illegal substances are being consumed or conveyed is grounds for discipline up to and including immediate termination of employment for just cause.
- 7.29 Employees under any medical treatment requiring prescriptions medication that may affect their driving ability are not permitted to drive.
- 7.30 Employees shall assume responsibility for that vehicle, its contents and its occupants.
- 7.31 A valid Canadian license from outside Alberta is acceptable only for the first three months of residency in Alberta. Employees must apply for an Alberta license before this time period expires.

- 7.32 Traffic safety rules and laws must be followed at all times when operating a Nation vehicle.
- 7.33 Employees must pull over and stop at a safe location to use a mobile phone. Incoming calls should be allowed to go to voicemail or answered after pulling to a safe stop. Talking on the phone, texting or emailing while driving is strictly prohibited.
- 7.34 The Employee is responsible for any vehicle violations and parking tickets. The Nation reserves the right to pay tickets immediately to avoid additional charges, and bill the amount of the ticket to the Employee responsible for payment. If necessary, the Nation reserves the right to deduct the cost of tickets from the Employee's wages. An Employee will complete the Payroll Deduction Authorization Form(s) attached as an Appendix to these Personnel Policies and Procedures, necessary to authorize such deductions from their wages. Until these charges are repaid in full, an Employee's right to operate the Nation vehicles may be suspended and/or other disciplinary action up to termination of employment for just cause.
- 7.35 The Employee is responsible for parking the Nation vehicle in a secure location, especially over night, and for ensuring the vehicle is properly locked and secured. Under no circumstances are the keys to be left in the vehicle.
- 7.36 Nation property (for example laptops, mobile phones etc.) and files are not to be left in unattended vehicles.
- 7.37 Employees who violate any of these policies may be subject to discipline up to and including loss of vehicle use privileges and termination of employment for just cause pursuant to these Personnel Policies and Procedures.

I hereby acknowledge that I have read, understood and will comply with the Vehicle Use Policy.

Name (please print)

Signature

Date

APPENDIX 8: VEHICLE INCIDENT REPORT FORM

Drivers Name:	
Signature:	
Date:	
Incident	
Date, time, place of Incident:	
Names of Nation Employee(s) involved in Incident:	
Description of Incident (location, injuries, property damage/theft, weather and road conditions):	
Other Driver Information (if applicable)	
Drivers Name, Address and Phone Number:	Owner's Name, Address and Phone Number (if different from driver):
Drivers' Licence No.	Licence Plate No.
Vehicle Make, Model, Colour and Year	
Insurance Company and Phone Number	Insurance Broker/Agent and Phone Number
Insurance Policy No.	Insurance Expiry Date
Number of Passengers	Injured? Yes/No
Damage to Vehicle	Over \$2,000? Yes/No
Witness(es)	

Name, Address, Phone Number	
Name, Address, Phone Number	
Reporting Incident to Police/RCMP	
Incident Reported to Police/RCMP: (Yes/No)	
Police/RCMP Report #:	
(Attach copy of Police/RCMP Report)	
Tow Truck Operator	
Company	Truck No.
Phone No.	Address Towed to
Reporting of Incident to the Nation	
Incident Reported to:	
Date Reported:	
How (this form, in person, telephone):	
Follow Up Action:	

Complete this form and provide to the Nation within 24 hours of incident.

APPENDIX 10: EQUIPMENT USE POLICY

- 10.1 The Nation owns and operates equipment such as laptops, projectors, cameras and other equipment for the purpose of enabling Employees to carry out Nation business. the Nation is responsible for the management of all equipment in accordance with approved Policies, procedures and law.
- 10.2 The purpose of this policy is to ensure the safety and protection of the equipment that belongs to the Nation.

Eligibility

- 10.3 The Nation is responsible for managing equipment made available to some employees as outlined in the Employee's job offer, job description, or at the discretion of the Nation Administrator.

Distribution and Administration

- 10.4 The Nation is responsible for managing any equipment distribution, and inventory. Employees should not enter into vendor contracts for any reason unless designated to do so by Nation Finance.

Lost, Stolen or Broken Equipment

- 10.5 Employees should notify their supervisor or the Nation Administrator immediately if the Nation equipment is lost, stolen or broken, and shall file a written report to their supervisor or the Nation Administrator within 48 hours.

Return

- 10.6 When leaving the Nation's employment, Employees are responsible for returning equipment on or prior to their final day of work, or as otherwise directed by the Nation in their sole discretion. The Nation may use all means available to procure non-returned equipment, up to and including deducting the value of the equipment from the Employee's pay or as a Debt under Debt Recovery Policy and potentially legal action. Supervisors take final responsibility for assuring the return of Employee equipment.

Legitimate Use

- 10.7 Use of equipment for Nation business purposes is appropriate. Any question as to what constitutes Nation business is to be determined by the Nation

Administrator.

10.8 The following equipment use is inappropriate and inconsistent with the legitimate use of equipment for the Nation business:

- (a) Equipment is not available for and may not be used for personal use. Employees who use equipment for personal use deemed to be outside the legitimate use description of this policy must reimburse the Nation for any costs of personal equipment use.
- (b) Nation equipment should never be used to harass, intimidate, or stalk employees or others, or for any illegal activity;
- (c) Employees should never allow use of Nation equipment by other individuals in the workplace or at home. Switching, loaning, or trading equipment is prohibited; and
- (d) Nation equipment should never be used in a manner that creates a safety hazard, such as when driving.

10.9 Employees who violate any of these policies may be subject to discipline up to and including termination of employment pursuant to these Personnel Policies and Procedures Handbook.

Use of Personal Phones

10.10 Use of personal cell phones during business hours or activities is prohibited if it interferes with work or creates a safety hazard, such as when driving.

I hereby acknowledge that I have read, understood and will comply with the Equipment Use Policy.

Name (please print)

Signature

Date

APPENDIX 11: MOBILE PHONE USE POLICY

- 11.1 Employees required to carry a mobile phone as part of their job duties are entitled to reimbursement as set out in this Mobile Phone Use Policy.

Eligibility

- 11.2 An Employee must use an approved mobile phone to be eligible for reimbursement under this Mobile Phone Use Policy. A list of approved mobile phones can be requested from the Nation Administrator.
- 11.3 An Employee must use a local telephone number from Mackenzie County, Alberta.

Access and Security

- 11.4 An Employee approved to utilize their mobile phone under this Mobile Phone Use Policy must synchronize their Nation email, calendar and contacts with their mobile phone.
- 11.5 Employees must ensure the confidentiality of all Confidential Information on their mobile phone at all times. This includes, but is not limited to, compliance with any security and authentication requirement of the Nation.
- 11.6 Employees must keep their mobile phone current with software updates as released by the manufacturer and/or wireless service provider.
- 11.7 Employees must maintain a secure password on their mobile phone at all times to prevent unauthorized access.
- 11.8 Employees must not “jailbreak” or “root” their device.
- 11.9 The Nation may provide Nation network access to a mobile phone where technology permits. This access will be controlled via MDM, VPN or similar access control service and may require the installation of supporting software on the mobile phone.

Mobile Phone and Data Ownership

- 11.10 Mobile phones remain the property of the Employee unless the phone is a Band asset and supplied to the employee.
- 11.11 All Confidential Information, Nation data, Nation documents, Nation information, work products created, received, transmitted, synchronized or downloaded by the mobile phone remain the sole property of the Nation.

Nation Access to Mobile Phones

11.12 Employees agree to allow authorized Nation Employees access to their mobile phone to provide technical support including initial setup and troubleshooting of connectivity issues with the Nation's email, calendar and contact system.

11.13 Employees agree to the Nation remotely wiping or erasing the content of their mobile phone in case of theft, loss, virus, malware, termination of employment, security breach, or for any other legitimate reason.

Mobile Phone Loss or Theft

11.14 In the event that a mobile phone is lost or stolen, Employees must notify the Nation Administrator immediately. The Nation will remotely wipe or erase the content of the mobile phone in accordance with section 11.13 of this Mobile Phone Use Policy.

11.15 The Nation is not responsible for replacement costs related to loss or theft of mobile phones.

Mobile Phone Usage

11.16 Employees must back up any Confidential Information, Nation data, Nation documents, Nation information, and work products stored on their mobile phone to their Nation computer.

11.17 Employees acknowledge and agree that the use of a mobile phone under this Mobile Phone Use Policy will result in increased data volumes sent to their mobile phone. Employees are responsible for consulting with their wireless service provider to ensure their data plan is sized accordingly.

11.18 The Nation is not responsible for any fees or charges incurred, resulting from or related to, the provision of mobile phone service including, but not limited to personal voice or data overages, long distance and roaming charges.

11.19 Employees are responsible for purchasing, insuring, maintaining and replacing their mobile phone at their own expense.

Reimbursement

11.20 Employees authorized to use their mobile phones will be reimbursed in the monthly amount set by the Nation from time-to-time.

Employment Termination

11.21 Employees' access to the Nation system will be terminated, and all Confidential Information, Nation data, Nation documents, Nation information, and work products remotely wiped or erased from their mobile phone, upon the termination of their employment with the Nation.

11.22 Employees must ensure that all Confidential Information, Nation data, Nation documents, Nation information, and work products stored on their mobile phone has been removed from their mobile phone upon the termination of their employment with the Nation.

I hereby acknowledge that I have read, understood and will comply with the Mobile Phone Use Policy.

Name (please print)

Signature

Date

APPENDIX 12: OVERTIME APPROVAL FORM

Employee Name: _____

Date	Reason for Overtime (detailed description, attach any required documentation)	Overtime Hours Worked
Total Overtime Hours		

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Submit for every payroll period.

****All overtime hours must be pre-approved by a supervisor or the Nation Administrator**

APPENDIX 13: TRAVEL AND EXPENSE CLAIM FORM

Employee Name: _____

Reason for Travel:

Schedule of Travel and Expenses Claimed

Date	From	To	Kms	Mileage	Meals/ Incidentals	Accom.	Other	
							Amount	Description
Totals				\$	\$	\$	\$	

Travel Rates (Effective [INSERT DATE])		
Mileage		
Meals	Breakfast	\$
	Lunch	\$
	Supper	\$
Private Accommodations		\$
Incidentals		
*Hotels and other receipts must be attached		

Expense Totals	\$
Mileage	\$
Meals/Incidentals	\$
Accommodations	\$
Other	
Total Claimed	\$
Less Amount Advanced	
Amount Due Employee	\$

My signature certifies that I have incurred the above noted travel for business related to Beaver First Nation and that I have not or will not be compensated by any other organization for the expenses included on this claim.

Employee Signature: _____ Date: _____

Approval: _____ Date: _____

For Finance				
Cheque #		Amount		Date

APPENDIX 14: PAYROLL DEDUCTION AUTHORIZATION FORM

**Beaver First Nation,
P.O. Box 270,
High Level, AB T0H 1Z0
780-927-3544**

In accordance with Section 254.1(2)(c) of the *Canada Labour Code*, and by signature below:

I _____ (*print Employee's name*) authorize my employer, **Beaver First Nation** ("BFN") to deduct the total amount of \$_____ (*insert exact amount to be deducted from the pay period specified below*) off my wages for receipt of _____ (*specify purpose of deduction i.e. travel advance*).

This wage deduction will be deducted off my _____ (*specify which pay period – dd/mm/yr*) pay period.

Employee Signature

Date

APPENDIX 15: MEDICAL ABILITY TO WORK FORM

(To be completed by attending physician)

The purpose of this form is to provide the patient with the necessary information that they need to give to Beaver First Nation ("BFN") to help BFN make decisions about accommodating the patient, providing disability leave, or assessing if the patient can return to work.

Notes to physician

1. This form is not intended for Workers' Compensation Board (WCB) purposes. For a work-related injury or illness, the required WCB forms must be completed.
2. This form does not replace forms related to an employee's ability to work that are required by:
 - Workers' Compensation Board;
 - Third-party insurers; or
 - Employer-funded medical benefit plans.
3. Where choices are indicated below, please mark your selection.
4. Please sign and date both pages 1 and 2, and keep a copy of this form.

Physician's name and address (typewritten or printed)

I saw on:

_____ (Print patient's name)

_____ (Date)

Date of illness/injury:

_____ (Date)

The patient is medically able to work with limitations or restrictions as of:

_____ (Date)

Restriction or Limitations (See Page 2 for Details)

In my opinion, these restrictions or limitations are:

- | | | |
|------------------------------------|--|--|
| <input type="checkbox"/> Temporary | <input type="checkbox"/> _____ days | <input type="checkbox"/> 4 to 6 weeks |
| <input type="checkbox"/> | <input type="checkbox"/> Less than 2 weeks | <input type="checkbox"/> 6 weeks to 3 months |
| <input type="checkbox"/> | <input type="checkbox"/> 2 to 4 weeks | <input type="checkbox"/> More than 3 months |
| <input type="checkbox"/> Permanent | | |

Date of Next Appointment Is (indicate n/a if not applicable):

_____ (Date)

I have provided this form to the patient named above.

(Physician signature)

(Date)

NOTE: Completion of this form is an uninsured medical service. There may be a fee to the patient for completion of this form.

Specific Functional Restrictions and/or Limitations

Patient's Name: _____

Check only those items that apply in Section A, and provide details in Section B.

SECTION A

Physical			Mental		
	Restriction	Limitation		Restriction	Limitation
Sitting	<input type="checkbox"/>	<input type="checkbox"/>	Thinking/ Reasoning	<input type="checkbox"/>	<input type="checkbox"/>
Standing	<input type="checkbox"/>	<input type="checkbox"/>	Concentration	<input type="checkbox"/>	<input type="checkbox"/>
Walking	<input type="checkbox"/>	<input type="checkbox"/>	Memory	<input type="checkbox"/>	<input type="checkbox"/>
Lifting	<input type="checkbox"/>	<input type="checkbox"/>	Critical decision making	<input type="checkbox"/>	<input type="checkbox"/>
Carrying	<input type="checkbox"/>	<input type="checkbox"/>	Interpersonal contact	<input type="checkbox"/>	<input type="checkbox"/>
Pushing/Pulling	<input type="checkbox"/>	<input type="checkbox"/>	Alertness	<input type="checkbox"/>	<input type="checkbox"/>
Climbing stairs	<input type="checkbox"/>	<input type="checkbox"/>	Other (specify in Section B)	<input type="checkbox"/>	<input type="checkbox"/>
Climbing ladders	<input type="checkbox"/>	<input type="checkbox"/>			
Climbing scaffolding	<input type="checkbox"/>	<input type="checkbox"/>	Environmental		
Crouching	<input type="checkbox"/>	<input type="checkbox"/>		Restriction	Limitation
Crawling	<input type="checkbox"/>	<input type="checkbox"/>	Exposure to heat/ cold	<input type="checkbox"/>	<input type="checkbox"/>
Kneeling	<input type="checkbox"/>	<input type="checkbox"/>	Exposure to dust/fumes/ odours	<input type="checkbox"/>	<input type="checkbox"/>
Bending/ Twisting/ Turning	<input type="checkbox"/>	<input type="checkbox"/>	Exposure to chemicals	<input type="checkbox"/>	<input type="checkbox"/>
Repetitive activity	<input type="checkbox"/>	<input type="checkbox"/>	Food handling	<input type="checkbox"/>	<input type="checkbox"/>
Sustained postures	<input type="checkbox"/>	<input type="checkbox"/>	Other (specify in Section B)	<input type="checkbox"/>	<input type="checkbox"/>
Gripping	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Reaching	<input type="checkbox"/>	<input type="checkbox"/>	Other		
Fine dexterity	<input type="checkbox"/>	<input type="checkbox"/>		Restriction	Limitation
Balance	<input type="checkbox"/>	<input type="checkbox"/>	Shift/ attendance/ duration	<input type="checkbox"/>	<input type="checkbox"/>
Vision/ Hearing/ Speech	<input type="checkbox"/>	<input type="checkbox"/>	Consecutive shift attendance	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify in Section B)	<input type="checkbox"/>	<input type="checkbox"/>	Shift work	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	Overtime	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	Operating vehicle	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	Operating equipment	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	Working at	<input type="checkbox"/>	<input type="checkbox"/>

APPENDIX 16: OFFER OF EMPLOYMENT LETTER

Personal & Confidential

By Email [By Mail, By Hand Delivery, By Courier, etc.]

- [Insert employee's full name]
- [Insert employee's full mailing address]

● [Insert date]

Dear Mr. [Ms.] ● [Insert employee's last name]:

Re: Offer of Employment

Further to our discussion on ● [insert date] Beaver First Nation ("BFN") is pleased to offer you employment on the terms and conditions set out below (the "**Letter Agreement**").

1. **Position Title:** BFN will employ you in the position of ● [insert position title].
2. **Term:** Your employment with BFN will begin on ● [insert date] (the "**Commencement Date**") and will continue for an indefinite period unless earlier terminated in accordance with this Letter Agreement.

[NOTE: I would recommend using an indefinite term of employment when possible. If you use a fixed term agreement, there is a risk that a court could find the whole amount under the agreement to be due upon termination (i.e. if it was for a three-year term and the employee is employed for one year, the employer may be required to pay the other 2 years salary]

3. **Reporting Relationship:** You shall report to ● [insert position title].
4. **Job Duties:** You agree to perform those duties, functions and responsibilities which are normally associated with the position of ● [insert position title] at BFN [including those duties, functions and responsibilities outlined in the attached Schedule "A"]. In addition, you will also carry out such other duties and responsibilities as are assigned to you from time to time.
5. **Vacation Entitlement:** After twelve (12) continuous months of employment, BFN will provide you with the following vacation entitlement in accordance with its vacation policy as it may be established and amended from time to time:

During	Vacation Leave Accrual
--------	------------------------

	Formula
1 to 4 years	2 weeks
5 plus years	3 weeks

You agree to take vacation at a time that is mutually acceptable and convenient to both yourself and BFN in accordance with BFN's vacation policy as it may be established and amended from time to time. Vacation cannot be carried over from one calendar year to the next except as permitted by BFN's vacation policy as may be established and amended from time to time.

6. **Benefits Information:** [Following successful completion of the probation period, you may be eligible to participate in those benefits which BFN may provide to its employees from time to time] [OR BFN will waive the usual waiting period for benefits, meaning you may be eligible to immediately participate in those benefits which BFN may provide to its employees from time to time.] BFN shall provide such benefits in accordance with [the formal plan documents or policies] [OR the attached benefits booklet], and any issues with respect to eligibility, entitlement or payment of benefits shall be governed by the terms of such documents or policies establishing the benefit in issue. BFN reserves the right to delete or change benefits from time to time.

7. **Probationary Period:** The first twelve (12) months of your employment will be probationary. During this time, BFN may terminate your employment for just cause or for whatever reason by providing you with two (2) weeks written notice, or with pay in lieu of notice, or with a combination of notice and pay in lieu of notice, or with any other amount require under Division X of Part III of the *Canada Labour Code*, as may be amended from time to time. You hereby agree that this constitutes reasonable notice for the first twelve (12) months of your employment with BFN.

8. **Salary/Wage:** Your annual salary will be \$● [insert number] Canadian Dollars (the "**Annual Base Salary**"), less applicable deductions and withholdings required by law. The Annual Base Salary will be payable to you in accordance with BFN's usual payroll practices. Increases to your Annual Base Salary, if any, are not guaranteed and will be at BFN's sole discretion. [OR Your base salary shall be ●] per hour (or ●] per month) [NOTE: adjust accordingly for part-time or full-time - do not state both], less statutory deductions, paid in accordance with the Nation's usual payroll practices]

9. **Hours of Work:** BFN expects that you will work approximately 35-hour work week. BFN's usual business hours are from 9:00 a.m. to 4:30 p.m., Monday to Friday. However, because you will be employed by BFN in a managerial or supervisory capacity, you may be required to work additional hours from time to time in accordance with BFN's business needs. You will not be provided with additional compensation for these hours. [OR You acknowledge and

agree that you may be required to work in excess of eight (8) hours in a day or forty (40) hours in a week from time to time. In lieu of overtime pay, BFN will provide you with time off with pay in accordance with its overtime policy as may be established and amended from time to time, the provisions of the *Canada Labour Code* and any other applicable law]

10. **Termination of Employment by BFN with Just Cause:** BFN may immediately terminate your employment for just cause at any time without notice or termination pay or severance or any other payment of any kind.
11. **Termination of Employment by BFN without Just Cause:** BFN may terminate your employment without just cause at any time. If your employment is terminated by BFN without just cause [after the probation period], then BFN will provide you with the minimum termination pay or written termination notice required by Divisions X and XI of Part III of the *Canada Labour Code* and, upon your provision to BFN of a duly executed full and final release in a form agreeable to BFN and in favour of BFN, an additional two (2) weeks' Annual Base Salary per completed year of service, to a maximum of eighteen (18) weeks' Annual Base Salary. **[NOTE: Verify with Chief and Council]**
12. **Resignation:** [After the probation period,] You may resign from your employment with BFN for any reason upon providing a minimum two (2) weeks' written notice to BFN. Upon BFN's receipt of your notice of resignation, or at any time during the period of notice set out in your notice of resignation, BFN may, in its sole discretion, elect to have you cease providing services to BFN immediately, in which case you will nonetheless continue to receive your Annual Base Salary and benefits for the remainder of the notice period (to a maximum of two (2) weeks' Annual Base Salary).
13. **Confidential Information:** During your employment with BFN and at all times afterwards, you agree to receive and hold all Confidential Information (as defined below) absolutely secret, undisclosed, in trust and in confidence, and will comply with BFN's policies and guidelines, specifically its Confidentiality and Access to Information Policy, as may be amended from time to time, and to use your best efforts to protect all Confidential Information. All originals, copies and other forms of Confidential Information, however and whenever produced, shall be and remain the sole property of BFN.
 - (a) **"Confidential Information"** includes anything pertaining to any of the following: Personal Confidential Information, Business Information, Information Not for Public Consumption, and Employee Personal Information.
 - i. Personal Confidential Information – Personal Information that may cause the Employee, community member(s) or client embarrassment or perceived harm. Any information of a medical, private or secret nature will be held as privileged and confidential information.

- ii. Business Information – The Nation has a lot of Confidential Information related to how it runs its affairs. Should Employees come into contact with materials or issues which are not for public consumption or distribution they are required to maintain confidentiality, i.e. financial information, client information and/or other information relating to BFN. Business arrangements will not be shared unless permission is granted by the Nation Administrator and then only if the sharing of information is in the best interests of the Nation.
- iii. Information Not for Public Consumption - this, without limitation, includes business plans, contracts, contribution agreements, funding arrangements and the administration of the Nation that, if shared, could negatively harm or affect the business or reputation of the Nation. In particular, confidential information pertaining to finances or plans of BFN is considered property of the Nation.
- iv. Employee Personal Information – Any information pertaining to the management of the employment relationship including: information contained in a Employee record; information regarding the status of Employees as to salary, benefits, family status, Employee discipline, Employee assistance; or any other information that is a private aspect of the Employee-Nation relationship will not be shared with the public. An exception will be made for the purposes of providing personnel services to the Employee.
- v. the substance and terms of this Letter Agreement and your remuneration.

Your obligations under this section 13 shall survive the termination of this Letter Agreement for any reason.

- 14. **[Include if applicable] Criminal Record and Vulnerable Sector Checks:** You agree that your employment is conditional upon you providing BFN with a satisfactory ● [insert Criminal Record and/or Vulnerable Sector check] by ● [insert date] or thereabouts, otherwise this Letter Agreement is null and void and employment with BFN will terminate immediately.
- 15. **[Include if applicable – ONLY for safety sensitive positions] Pre-Employment Drug Testing:** You agree that your employment is conditional upon you providing BFN with a satisfactory drug test to be completed by [insert name of company providing test and contact information] by ● [insert date] or thereabouts, otherwise this Letter Agreement is null and void and employment with BFN will terminate immediately.

16. **[Include if applicable] Valid Operator's License:** You agree that if required to operate a vehicle to perform some or all of your duties, a valid operator's licence shall be maintained at all times. In the event your operator's licence is suspended pursuant to traffic safety laws or other applicable legislation for any reason whatsoever, your employment will be immediately terminated with just cause, unless otherwise expressly agreed to by BFN. **[Explanation Note: You may wish to also address minimum insurance levels.]**
17. **Policies:** You agree to abide by the terms of BFN's written policies and procedures as they may be created and amended from time to time by BFN unless such policies and procedures are in direct conflict with the terms of this Letter Agreement, in which case the terms of this Letter Agreement shall govern to the extent of the conflict.
18. **Return of Property:** On the date of termination for any reason, you shall promptly surrender to BFN all information in whatever form and any other documents, materials, data, property, information and equipment belonging to BFN or relating to BFN's business in your possession, custody or control.
19. **Privacy:** You acknowledge and agree that the disclosure of information about yourself as an identifiable individual (your "**Personal Information**") may be required as part of ongoing operations of BFN, as required by law or regulatory agencies, as part of the audit process of BFN, as part of a potential business or commercial transaction, or as part of BFN's management of the employment relationship, and you hereby grant consent as may be required to disclose your Personal Information in accordance with any and all applicable laws relating to privacy and the collection, use and disclosure of personal information in all applicable jurisdictions, including but not limited to the *Personal Information Protection and Electronic Documents Act* (Canada) and/or any comparable provincial law, including the *Personal Information Protection Act* (Alberta).
20. **Amendment or Waiver:** All modifications, amendments and supplements to this Letter Agreement must be made in writing and signed by both you and BFN. No waiver by any either you or BFN of any provision of this Letter Agreement or of any breach of this Letter Agreement shall be effective or binding unless such waiver is in writing, and any such waiver shall not limit or affect such party's rights with respect to any future breach.
21. **Enurement:** This Letter Agreement shall enure to the benefit of and be binding upon BFN, its successors and permitted assigns, and you and your personal representatives. Neither you nor BFN may assign your rights hereunder to another person without the consent of the other party.
22. **Governing Law:** In the event of any conflict between the terms of this Letter Agreement and the minimum standards provided by the *Canada Labour Code* (as amended from time to time) or any other applicable legislation, then the legislated minimum standards shall prevail over the provisions of this Letter Agreement to the extent of the conflict. This Letter Agreement will be construed and interpreted in accordance with the laws of Canada, and will be treated in all respects as a contract of Canada.

23. **Entire Agreement:** This Letter Agreement [along with the appended Schedule(s)] and any policies of BFN referenced in this Letter Agreement, constitutes the entire agreement between you and BFN in respect of the matters addressed in this Letter Agreement. Except as otherwise specified in this Letter Agreement or in writing by BFN after the date of this Letter Agreement, to the extent of any conflict or inconsistency between the terms of this Letter Agreement and any other agreement or document between you and BFN or otherwise related to your employment with BFN, this Letter Agreement shall govern to the extent of such inconsistency or conflict.
24. **Severability:** The provisions of this Letter Agreement shall be deemed severable. If any provision of this Letter Agreement shall be held unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
25. **Further Assurances:** You will from time to time sign and deliver all such further documents as BFN may reasonably require in order to effectively carry out the full intent and meaning of this Letter Agreement.
26. **Employment Standards:** In the event of any conflict between the terms of this Letter Agreement and the minimum standards provided by the *Canada Labour Code* (as amended from time to time) or any other applicable legislation, then the legislated minimum standards shall prevail over the provisions of this Letter Agreement to the extent of the conflict.
27. **Set Offs and Payroll Deduction Authorizations:** You agree that any amounts owing by you to BFN may be set off against, and shall reduce, amounts otherwise payable by BFN to you. In addition, you agree that if you have taken more vacation than that to which you were entitled at the time of termination of employment, BFN may adjust your final earnings to account for the excess vacation entitlement taken. You specifically agree to provide any necessary acknowledgments or approvals to allow BFN to deduct amounts owing from your wages.
28. **Counterparts:** This Letter Agreement may be signed in two (2) counterparts, each of which shall be deemed an original and both of which shall together constitute the same instrument.
29. **Legal Advice:** You acknowledge and agree that you have read and understand the terms of this Letter Agreement, and that you have had an opportunity to seek independent legal advice in connection with the negotiation and execution of this Letter Agreement.

IN WITNESS WHEREOF this Letter Agreement has been executed by the parties hereto effective on the date set out above:

Beaver First Nation.

By: _____

● [Insert BFN representative's full name]

● [Insert position]

I have read, understood and agree with the foregoing. I have had a reasonable opportunity to consider this letter and the matters set out therein. I have read and understood the Bonaparte Indian Band Personnel Policy and have signed the acknowledgement prior to signing this Employment Agreement.

I ACCEPT THE OFFER OF EMPLOYMENT ACCORDING TO THE TERMS SET OUT ABOVE

Dated this [●] day of [●], 201_.

[EMPLOYEE NAME]

Witness to the signature of ● [Insert employee's full name]

Print witness' name:

SCHEDULE "A" **JOB DESCRIPTION**

Job Scope

A one or two sentence summary of the purpose of the position, which includes the statement, "other duties as requested or assigned".

Example: The position is responsible for providing advice and recommendations on a wide range of human resources management issues affecting staff and for developing and supporting leadership in human resources practices and performing other duties as requested or assigned.

Organizational Status

A description of the specific authority and communication relationship. Includes the positions the individual would be reporting to, the positions the individual would be supervising and the positions the individual would be working with (internal and external).

Example: Reports to the General Manager and provides consultation to managers, supervisors and employees. Oversees the work of and provides training to human resources staff. Consults with external legal counsel and HR specialists when needed. Works with Human Resources Development Canada, Employment Insurance and the Workers Compensation Board.

Performance Competencies

Lists the required qualifications, skills or abilities that are necessary to be successful in the position.

Example: Thorough knowledge of current Human Resource Management practices.

Knowledge of legislation governing employers' human resource practices.

Effective oral and written communication, interpersonal, organizational, analytical, problem-solving, facilitation and conflict resolution skills.

Effective computer skills.

Demonstrated ability to establish and maintain supportive working relationships.

Proven ability to develop and implement strategies to meet the needs of clients.

Proven ability to work in a team and collaborate with others.

An understanding of the university environment and culture is an asset.

Ability to function effectively within a changing environment

Specific Job Responsibilities

The major responsibilities and key task/duties performed to accomplish the responsibilities. Avoid describing the personal traits of the individual currently holding the person and exclude duties that constitute less than 10 percent of the work performed.

Remember including too many major responsibilities could result in human rights concerns so the focus should be on the qualifications necessary and required to perform the essential functions of the position.

Example:

Supports Leadership in Human Resources Practices By:

- *Providing coaching and counselling to administrators in sound and effective human resources practices. Researching and developing tools and processes to support these practices. Enabling and supporting ongoing professional development.*
- *Researching and identifying options, solutions and action plans for all aspects of human resources management pertaining to staff; such as discipline, termination of employment, dispute resolution, recruitment, job evaluation, workplace accommodations and return to work situations.*

Education, Experience and Skill Requirements

Lists the minimum educational and work experience required for the position, as well as any preferences. Includes any pre-employment requirements such as Criminal Record and/or Vulnerable Sector checks. Avoid listing the education and qualifications of the incumbent and focus on the minimum requirements for the position.

Example: Satisfactory Criminal Record and Vulnerable Sector checks.

University degree in a related field or an equivalent combination of education and experience.

Minimum five years' related human resources experience, including advisory or generalist experience. Training and presentation experience preferred.

Base Rate, Range of Pay and Benefits

Lists the rate of pay or range of pay for the position and whether the position qualifies for benefits.

*Example: \$43.048 - \$54.103 (Hourly); \$75,839.810 - \$95,315.960 (Annually)
plus comprehensive benefits package.*

APPENDIX 17: PERFORMANCE EVALUATION FORM

Employee: _____ Job Title: _____

Evaluation Period: From _____ To _____ Annual _____

Other _____

Appointment: Full Time: _____ Part Time: _____ Term: _____

Length of time in current position: _____

Instructions:

Effective evaluation of job performance is an on-going process. Annually each manager or supervisor provides a summary of progress toward meeting job expectations and last year's goals. This form is to be used for annual evaluations, and at other times during the year when formal feedback is needed.

Part I – Job Success Factors

These include key responsibilities and basic competencies. Rate each factor based on performance during the period identified above. The factors include key responsibilities specific to this position based on the relevant job description (Part1-A), and competencies common to the Society's operational/technical/ job standards (Part 1-B).

Part II – Goals from last year or last evaluation period

Rate the progress made on each of the goals established at the beginning of the period. Also include any new goals established during the evaluation period and note any modifications to the original goals.

Part III – Goals for this coming year or evaluation period

Enter the performance goals for the next period to be evaluated. Individual goals and objectives should align with those of the Society.

Rating Scale*:

Level 5 **Exceptional:**

Performance for exceeded expectations due to exceptionally high quality of work performed in all essential areas of responsibility, resulting in an overall quality of work that was superior; and either 1) included the completion of a major goal or project, or 2) made an exceptional on unique contribution in support of the Society's objectives. This rating is achievable by any employee though given **infrequently**.

Level 4 **Exceeds expectations**

Performance consistently exceed expectations in all *essential* areas of responsibility, and the quality of work overall was excellent. Annual goals were met.

Level 3 **Meets expectations**

Performance consistently met expectations in all essential areas of responsibility, at times possibly exceeding expectations, and the quality of work overall was good. The most critical annual goals were met.

Level 2 **Improvement Needed**

Performance did not *consistently* meet expectations – performance failed to meet

expectations in one or more *essential* areas of responsibility, and/or one or more of the most critical goals were not met. A professional development plan to improve performance must be outlined and monitored to measure progress.

Level 1 Unsatisfactory

Performance was consistently below expectations in most *essential* areas of responsibility, and/or reasonable progress toward critical goals was not made. Significant improvement is needed in one or more important areas. A plan to correct performance, including timelines, must be outlined and monitored to measure progress.

SECTION I: JOB SUCCESS FACTORS

Key Responsibilities (list the essential functions of the position, and/or projects for which the Employee is being evaluated – outlined in the job description or project description)

Factors		Ratings					Comments
1.		1	2	3	4	5	
2.		1	2	3	4	5	
3.		1	2	3	4	5	

Quality and Quantity of Work (Lists factors that impact the manner in which the Employee completes job assignments and their services in producing the required amount of work – e.g. demonstrated reliability, sound judgment or decision making, follow through, accuracy, responsiveness for service requests)

Factors		Ratings					Comments
1.		1	2	3	4	5	
2.		1	2	3	4	5	

3.		1	2	3	4	5	

Interpersonal and Leadership Skills (Lists factors to evaluate the Employee's interactions with others as team participants – e.g. co-workers, supervisors, community partners, clients, team commitments and, if a supervisor, training and development of staff, maximizing resources, staff evaluations, setting goals and standards for improvement, employing BFN goals)

Factors		Ratings					Comments
1.		1	2	3	4	5	
2.		1	2	3	4	5	
3.		1	2	3	4	5	

Communication Skills (Lists factors that impact the manner in which the Employee communicates – e.g. written expression, oral expression, sharing information, tact or diplomacy)

Factors		Ratings					Comments
1.		1	2	3	4	5	
2.		1	2	3	4	5	
3.		1	2	3	4	5	

Approach to Work (Lists factors that characterize a good approach to performing job assignments – e.g. being open to new ideas, possession initiative, planning and organizing, good attendance, seeking training, flexibility, following instructions)

Factors		Ratings					Comments
1.		1	2	3	4	5	
2.		1	2	3	4	5	
3.		1	2	3	4	5	

SECTION II: GOALS FOR PAST YEAR/EVALUATION PERIOD

Rate the progress made on each of the goals established at the beginning of the period and any new goals. Note any modifications to the original goals.

1	Goal	Rating				
		1	2	3	4	5
Comments:						

2	Goal	Rating				
		1	2	3	4	5
Comments:						

3	Goal	Rating				
		1	2	3	4	5

Comments:

4	Goal	Rating				
		1	2	3	4	5
Comments:						

5	Goal	Rating				
		1	2	3	4	5
Comments:						

OVERALL RATING (based on Sections I and II)

<p>Relative weights of job success factors and performance goals are determined by the manager or supervisor.</p> <p>Higher priority items may be highlighted.</p> <p>Comments:</p>	1	2	3	4	5

SECTION III: ESTABLISH GOALS FOR CURRENT YEAR/EVALUATION PERIOD

Enter the performance goals for the next period to be evaluated. Individual goals and objective should align with those of the Society.

Goal 1

Measure of Success:

Goal 2

Measure of Success:

Goal 3

Measure of Success:

Goal 4

Measure of Success:

Goal 5

Measure of Success:

Progress toward meeting these goals will be reviewed at the time of next evaluation.

SECTION IV: GENERAL COMMENTS

Supervisor's General Comments (Additional comments may be attached)

--

Employee General Comments (Optional – the Employee may wish to add comments concerning the evaluation to this section of by attachment)

--

SECTION V: SIGNATURES

I have read and discussed this evaluation with my supervisor and I understand its contents. My signature indicates that I have been advised of my performance status and received a copy of this evaluation. It does not necessarily imply that I agree with the evaluation.

Employee: _____ **Date:** _____

Supervisor: Name: _____ **Date:** _____

Signature: _____

This Employee being evaluated is to receive a copy of the completed evaluation form and one copy shall be placed in the Employee Record.

APPENDIX 18: EMPLOYEE DISCIPLINE FORM

Employee Name:

Date:

Job Title:

Supervisor:

Manager:

Nation Administrator:

Discipline

Verbal Warning Written Warning Suspension Without Pay Termination

Type of Offense

Tardiness/Leaving Early Absenteeism Violation of Company Policies
 Substandard Work Rudeness to Clients/Coworkers
 Other: _____

Details

Description of Infraction:

Plan for Improvement:

Consequences of Further Infractions:

Acknowledgment of Receipt of Warning

By signing this form, you confirm that you understand the information in this warning; you also confirm that you and your manager have discussed the warning and a plan for improvement. Signing this form does not necessarily indicate that you agree with this warning.

Employee Signature

Date

Manager Signature

Date

Witness Signature (if employee understands warning but refuses to sign)

Date

APPENDIX 19: ACKNOWLEDGEMENT OF RECEIPT

I acknowledge that I have received a copy of the BFN Personnel Policies and Procedures dated [INSERT DATE].

I have read and understood the contents of this Personnel Policies and Procedures and will act in accordance with these policies and procedures as a condition of my employment with BFN. I understand that if I have questions or concerns at any time about the Personnel Policies and Procedures, I will consult my immediate supervisor, or the Nation Administrator for clarification.

Finally, I understand that the BFN reserve the right to amend the contents of the Personnel Policies and Procedures from time to time, and will provide me, when possible, with reasonable notice of such changes.

I acknowledge, understand and agree that the contents of the Personnel Policies and Procedures form part of my employment agreement with the BFN, and that breach of the Personnel Policies and Procedures may give rise to discipline up to and including termination of my employment for just cause with BFN.

Please read this handbook carefully to understand these conditions of employment before you sign this document.

Employee Printed Name _____

Employee Signature _____

Date _____

Supervisor/Manager Printed Name _____

Supervisor/Manager Signature _____

Date _____

PROVIDE ONE COPY TO THE EMPLOYEE AND ONE COPY TO BE KEPT IN THE EMPLOYEE'S EMPLOYEE RECORD