



Human Resources Policy

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Article 1: INTERPRETATIONS AND DEFINITIONS

1.01

In addition to the terms and provisions of this Policy, the *Canada Labour Code* and/or other applicable Legislation governs the relationship between AFNWA and its employees.

1.02 DEFINITIONS

- (a) "AFNWA" means the Atlantic First Nations Water Authority.
- (b) "AFNWA **Code of Conduct**" means the most current version of the Code of Conduct and Conflict of Interest Policy as approved by the AFNWA Board and attached to each employee contract.
- (c) "**Casual Employee**" means a person employed for a specified task for which no permanent funding or employment status can be assured or means a person who was hired to a specific position during the absence of an employee.
- (d) "**Director of Corporate Services**" means an employee who is responsible for
 - (1) financial matters within AFNWA,
 - (2) calculating vacation leave accumulated each fiscal year for each employee, and
 - (3) such other duties and responsibilities as delegated to him or her by the Chief Executive Officer.
- (e) "**Dismissal**" is the termination of services either:
 - (1) with "cause", which will be immediate and without notice, pay in lieu of notice, or severance, or
 - (2) without cause, in which case the employee will be entitled to appropriate notice, pay in lieu of notice and/or severance;
- (f) "**Employee**" means, unless otherwise defined, all classifications of employment at the Atlantic First Nations Water Authority.
- (g) "**Executive Committee**" means the Chair and Vice Chair of the AFNWA Board.
- (h) "**Chief Executive Officer [CEO]**" is an employee with a job classification, whose duties are set out in the current position specification. The CEO is primarily responsible for strategic leadership, managing day to day operations, the planning and execution of operating and capital budgets, and development of policies and programs for AFNWA.
- (i) "**Fiscal Year**" means April 1 to March 31.
- (j) "**Immediate Family Member**" means the employee's spouse or common-law partner; father and mother and the spouse or common-law partner of the father or mother; employee's children and the children of the employee's spouse or common-law partner; the employee's grandchildren; the employee's brothers and sisters; the grandfather and grandmother of the employee; the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother, a sibling of the spouse or common law partner; and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides. A common-law partner is a person



who has been cohabiting with an individual in a conjugal relationship for at least one year, or who has been so cohabiting with the individual for at least one year immediately before the individual's death;

- (k) "**Job Description**" means a written outline of the duties and employment expectations of an Employee and the position held by that Employee;
- (l) "**Just Cause**" includes, but is not limited to, the following: willful misconduct, neglect of duty, or continued unsatisfactory performance;
- (m) "**Leave of Absence**" means absence from work with permission, without pay;
- (o) "**Overtime**" is time worked in excess of the employee's regularly scheduled hours of work;
- (p) "**Personnel Committee**" means a committee made up of at least two Managers from the Senior Management Team [one of which is the Director of Corporate Services] as well as the HR Coordinator, whose mandate includes the following:
- Consult with CEO on personnel matters.
 - Provide advice to the CEO and Senior Management Team on personnel policies, permanent layoffs, reorganization, and rates of pay.
 - Perform job evaluations in conformance with the HAY methodology, as licensed through Korn Ferry
- (q) "**Probationary Employee**" means a person who has been hired for a position, but who has not yet completed the probationary period required.
- (r) "**Probationary Period**" means a period of time prior to which a Probationary Employee gains Employee status; Probationary Period applies to AFNWA employees who accept new positions within AFNWA.
- (s) "**Respectful Workplace Complaint**" means a complaint made pursuant to the procedures in Article 37 of this Policy.
- (t) "**Seniority**" means the total accumulated months of paid employment by the Employee but shall not include periods of previous employment with AFNWA that occurred more than five years prior to the date of last employment.
- (u) "Senior Management Team" includes the CEO, Director of Engagement and Government Relations , Director of Corporate Services, Director of Engineering, Director of Operations and Manager of Communications and Outreach.
- (v) "**Service**" means the total accumulated months of full-time or part-time paid employment.
- (w) "**Spouses**" include common-law or married partners;
- (x) "**Suspension**" is a disciplinary action which may be with or without pay, for a period not normally exceeding thirty (30) days, as determined by the Personnel Committee;
- (y) "**Term Employee**" means a person who is hired to fill a position for a stated period of time;
- (z) "**Transferred Employee**" means a person whose full-time employment is transferred to AFNWA through an agreement, such as a Community Agreement.



Article 2: CHIEF EXECUTIVE OFFICER

2.01

The Chief Executive Officer is the administrative head of AFNWA and responsible to the AFNWA for the administration and operations of AFNWA in accordance with the policies adopted by the AFNWA Board.

The Executive Committee will provide formal feedback to the CEO on the performance of his/her activities and objectives, on behalf of the AFNWA Board, on an annual basis.

2.02

It is acknowledged that it is the exclusive function of the Chief Executive Officer to:

- a. Retain and supervise AFNWA employees.
- b. Maintain order, discipline and efficiency;
- c. Make policies to support the efficient and orderly conduct of AFNWA business and to enforce these policies.
- d. Manage the staff and resources of AFNWA with regards to:
 - determining or modifying job procedures, processes or operations;
 - establishing and amending schedules of work.
 - determining services to be performed and assignments of work;
 - the extension, limitation, curtailment, or cessation of operations in whole or in part; and
 - all other rights and responsibilities not specifically stated by the express provisions of this policy;
- e. To report to the Executive Committee as outlined in the AFNWA Board Governance Manual

Article 3: REGULAR EMPLOYEES

3.01

AFNWA derives most of its funding from the Government of Canada [GoC] which is often committed for a defined term or specific project. Accordingly, regular employees are hired on a permanent basis, unless otherwise stated. If qualifications are equal, preference will be given to Indigenous candidates.

3.02

All regular employees upon being retained shall receive a letter from the CEO, to be placed on their employment record, outlining the conditions of employment, such as:

- a) effective start date of employment.
- b) probationary period.
- c) description of expected duties.
- d) salary and applicable benefits, if any.



- e) applicable AFNWA policies; and
- f) expected hours of work.

3.03

Attached to each letter of employment shall be a copy of AFNWA's Human Resources Policy and all related policies and procedures; the AFNWA Code of Conduct and Conflict of Interest Policy; and a job description.

PART-TIME APPOINTMENTS

3.04

All hiring of part-time employees shall be the sole responsibility of the CEO in consultation with the Personnel Committee and such responsibility may be exercised without the benefit of a selection review process. A person who has been hired for such a position is entitled to the appropriate proportion of all vacation, holiday, leave and other entitlements included in this Human Resources Policy unless special arrangements are made at the time of the appointment. If qualifications are equal, preference will be given to Indigenous candidates.

3.05

All part time employees upon being retained shall receive a letter from the CEO, to be placed on their employment record, outlining the conditions of employment, such as:

- a) Effective start date of employment
- b) Effective termination date of employment;
- c) Probationary period;
- d) Understanding that the position may terminate at any time, prior to the stated termination date.
- e) Description of expected duties;
- f) Salary and applicable benefits, if any;
- g) Applicable AFNWA policies:
- h) Expected hours of work.

CASUAL AND TERM EMPLOYEES

3.06

All hiring of Casual or Term employees shall be the sole responsibility of the CEO in consultation with the Personnel Committee, and such responsibility may be exercised without the benefit of a selection board or a standardized review process. A person who has been hired for such a position is entitled to the appropriate proportion of all vacation days and applicable holidays, however is not entitled to any other benefits included in this Human Resources Policy unless special arrangements are made at the time of the appointment, or unless required by the Canada Labour Code. If qualifications are equal, preference will be given to Indigenous candidates.

3.07

All Casual or Term employees upon being retained shall receive a letter from the CEO, to be placed on their employment record, outlining the conditions of employment, such as:



- a. effective start date of employment
- b. effective termination date of employment;
- c. probationary period;
- d. understanding that the position may terminate at any time, prior to the stated termination date.
- e. description of expected duties;
- f. salary and applicable benefits, if any;
- g. applicable AFNWA policies:
- h. expected hours of work.

3.08

Attached to each letter of employment shall be a copy of AFNWA's Human Resources Policy and all related policies and procedures; the AFNWA Code of Conduct; and a job description.

Article 4: HIRING

4.01

All employee positions in AFNWA shall be advertised internally and externally, unless specifically exempted by the Personnel Committee.

The person hired has the skills, experience, qualifications, and competencies required for the position being filled and AFNWA ensures fair and impartial hiring practices (consistent selection criteria, consistent evaluation of applicants, effective use of rating processes and reference check and hiring merit).

4.02

All employees are free to apply for any employment position that may arise from time to time.

All hired employees must submit a background check prior to their start date (an exception is made for all transferred employees).

All potential employees' references will be contacted prior to their start date.

AFNWA will provide training and orientation to new employees, based on their roles and responsibilities.

AFNWA will provide ongoing training and professional development to employees based on their roles and responsibilities and also as part of a performance management plan, when required.

AFNWA will provide access to all relevant buildings, premises, information tech systems and movable assets to employees. Access to be reviewed regularly and revoked when required.

Article 5: NOTICE OF RESIGNATION

5.01

If the Chief Executive Officer, or any member of the Senior Management Team desires to terminate his or her appointment he or she shall give one-month notice in writing. All other employees desiring to terminate their employment shall give two (2) week's notice in writing.



5.02

All employees shall be compensated for salary and vacation up to the date of termination, provided all other financial documentation is completed and up to date and all AFNWA office equipment or other such assets are returned to AFNWA.

5.03

Employees shall compensate AFNWA if leave entitlements have been taken in excess, at the time of termination.

Article 6: DISCIPLINE BY SUSPENSION OR DISMISSAL

6.01

If, in the opinion of the Personnel Committee, an employee is neglecting responsibilities, behaving in an unprofessional manner, or knowingly contravening AFNWA rules and policies, the CEO may take one or more of the following actions:

- a. place a letter of reprimand on the employee's employment file;
- b. institute a corrective period for the employee for a defined period of time;
- c. recommend that the employee seek personal counseling or relevant training;
- d. suspend the employee with or without pay; or
- e. dismiss the employee.

6.02

In the event that an Employee feels that a procedure used has been inappropriate or unduly harsh under the circumstances, the employee may appeal the decision to the CEO. The decision of the CEO shall be made in accordance with existing policies and shall be final and binding.

6.03

In order to appeal the application of a procedure, an employee must provide written notice of their appeal within five (5) business days of receiving the discipline to the Personnel Committee.

Article 7: TERMINATION OF EMPLOYMENT DUE TO LAYOFF

7.01

Should permanent staff layoffs become necessary, they shall be made by the CEO in consultation with the Personnel Committee on the basis of merit, the needs of AFNWA, and such other criteria as the CEO may deem necessary or advisable.

7.02

AFNWA is committed to providing reasonable notice for termination of employees without cause, recognizing that the employee has an obligation to seek alternate employment. The maximum notice period for termination of employment for AFNWA without just cause shall not exceed a 12-month period subject to the employee's obligation to seek alternate employment.



Article 8: RETIREMENT

8.01

There shall be no compulsory retirement age for employees.

Article 9: PAY

9.01

Rates of pay for all categories of employees shall be approved by the CEO on the recommendations of the Personnel Committee, based on the objective results of the job evaluation process, and in accordance with the Compensation Policy.

Article 10: EMPLOYEE PROBATIONARY AND PERFORMANCE EVALUATIONS

10.01

All AFNWA employees, with the exception of Transferred Employees, have an initial probationary period of six (6) calendar months which may be extended at the discretion of the CEO for the purpose of allowing more time for the assessment of the employee's performance in the role.

Written probationary period evaluations shall be drafted and carried out by immediate supervisor and department manager and approved by the CEO on all newly hired staff within one month after the completion of six (6) months service.

10.02

The probationary period may be extended, found to be successfully completed or the decision may be made that the employee will be dismissed.

During the probationary period, new AFNWA employees will be entitled to take paid leave days for vacation, applicable statutory holidays, and sick leave. Current AFNWA employees who take new AFNWA positions are entitled to utilize paid leave days during their probationary period including accrued vacation from prior AFNWA positions.

10.03

Performance evaluations after probation will be conducted annually within thirty (30) days after the end of the fiscal year.

10.04

Performance evaluations shall be a joint undertaking by the employees, their supervisor, and the Department Manager.

All job descriptions to be reviewed annually in conjunction with annual review and kept up to date.

All employees will be annually evaluated based on pre-determined and pre-discussed metrics _IE: Balanced scorecard and Core Competencies.

AFNWA will establish a performance management plan based on the results of the annual performance evaluation.

**10.05**

A written performance evaluation shall be drafted and carried out by the immediate supervisor and the Department Director. It is then to be reviewed with the employee, signed by the supervisor and the employee. The employee shall receive a copy of the evaluation and may file written comments concerning the evaluation. The comments shall become part of the personnel record.

10.06

The Department Directors will notify an employee in writing in those instances, where, during the period between the formal performance evaluations, the Department Director has observed that certain aspects of an employee's performance require improvement.

10.07

The performance evaluation of the CEO shall be conducted by the Executive Committee of the AFNWA Board.

Article 11: EMPLOYEE FILES

11.01

AFNWA shall maintain a personnel file for every employee and contractor. Where necessary, a medical information file will be created and maintained separate and apart from the employee's personnel file.

The Director of Corporate Services shall ensure all records pertaining to AFNWA's employees are retained, legible, identifiable, retrievable, and private.

The Director of Corporate Services shall maintain current records of the skills, experience, qualifications, competencies and training of the officers, employees and contractors.

The Director of Corporate Services shall not place or have placed any document or information in AFNWA's personnel file or medical information file without the employee seeing it first, and allowing the employee to file a response if the employee desires to do so.

11.02

Employees shall have access to their personnel file and medical information file, on request to the Director of Corporate Services.

11.03

The personnel file and medical information file of each employee are deemed confidential and are held in the custody of the Director of Corporate Services. Employees should understand that the CEO, their immediate supervisor, and the Director of Corporate Services, shall have access to their personnel files.

11.04

No documents or information contained in an employee's personnel file or medical information file shall be given to any other person or employer without prior knowledge and consent of the employee, subject to Article 11.03 and 11.06.

11.05

Should AFNWA cease to exist, the personnel file and medical information file of each employee shall be given to the employee. In the case of those past employees whose whereabouts are unknown, their files shall be destroyed.



11.06

Any documents or information contained in an employee's personnel file or medical information file may be used in proceedings arising out of a dispute between AFNWA and the employee.

Article 12: DISCRIMINATION AND HARASSMENT

12.01

There shall be no harassment, sexual harassment, abuse of authority, bullying, or discrimination by or toward any employee of AFNWA. Employees shall familiarize themselves with the Code of Conduct and with the AFNWA Workplace Violence and Harassment Policy.

2.02

Independent of any internal measures including discipline, AFNWA may notify the proper authorities of possible legal violations committed by an Employee.

Article 13: HEALTH AND SAFETY

13.01

AFNWA shall ensure that the health and safety at work of every person employed by the employer is protected. As described in the Safety Management System and associated Programs, preventive measures shall be taken and consist of the reduction and elimination of hazards, and the provision of personal protective equipment, clothing, devices, or materials, all with the goal of ensuring the health and safety of employees. The Workplace Health and Safety Committee, as defined under the Canada Labour Code and other relevant legislation, shall be responsible for assessing safety concerns and bringing them first to the attention of their supervisor or Department Director. If the safety issue is not resolved to the satisfaction of the employee, employees of AFNWA are required to advise the Health and Safety Committee in a timely manner to ensure a satisfactory resolution to the safety concern. If after review by the Health and Safety Committee, the safety concern is not addressed to the satisfaction of the employee, a review will be conducted by the CEO.

Article 14: HOURS OF WORK AND OVERTIME

14.01

Employees shall be required to work forty (40) hours per week, inclusive of meal breaks unless otherwise specified in their contract of employment. Subject to operational requirements and efficiency of the service determined by the CEO, daily hours of work may be flexible.

14.02

Normal hours of work shall be 8:30 a.m. to 4:30 p.m., Monday to Friday inclusive. Any modification of normal work hours requires the approval of the CEO. Refer to the Flextime Policy for further details.

14.03

It is recognized that situations will arise when overtime is the only practical means of completing the necessary work. Casual, Term, part time or probationary employees shall be compensated per their employment



agreement. Permanent Full-time AFNWA employees overtime shall be compensated in accordance with the AFNWA Compensation Policy.

14.04

The CEO may enter into a compressed work week schedule for full-time regular employees. Employees will still be required to work a forty (40) hour work week; however, hours worked each day may be increased to allow for other days off during a two-week period. The approved schedule must be written and signed by the employee and Department Director, per the AFNWA Flextime Policy.

Violation of any of the contract terms will terminate the application of this policy for that employee.

14.05

Operations Staff may be called upon to be on Standby to respond to emergencies within their Service Area. This requires the staff member to remain sober and available during the entirety of the Standby rotation. Employees must sign an agreement to this effect. Compensation for a rotation of Standby Pay is \$500 per week and becomes due and payable upon the completion of the full week rotation. In the event that a staff member is called out to an emergency, a minimum of 3 hours of overtime will be paid to the employee. Should the employee be required to respond to multiple emergencies simultaneously or within 8 hours of one another, the minimum 3 hours is to only apply to the first call out.

Article 15: VACATIONS

15.01

All regular employees shall be entitled to receive annual vacation leave with pay, as set out in Article 15.03, in addition to statutory holidays listed in Article 16.01.

15.02

All casual and part time employees shall be paid vacation pay at the rate of 4% of their wages earned to date. After five (5) years of employment the rate for vacation pay rises to 6%, and after ten (10) years of employment the rate for vacation pay rises to 8%. Such vacation pay will be paid bi-weekly on the regularly scheduled payroll. Term employees shall be given a choice to either (A) accrue vacation time as paid time off, or (B) be paid out bi-weekly at the relevant rate.

15.03

For the purposes of calculating vacation leave, the following shall apply:

- Regular and Probationary employees are entitled to a maximum 15 days' vacation leave per year, accruing at the rate of 1-1/4 days per month.
- After ten consecutive years of employment, their vacation leave entitlement shall increase to a total of 20 days per year, accruing at the rate of 1 2/3 days per month.
- After fifteen consecutive years of employment, their vacation leave entitlement shall increase to a total of 25 days per year, accruing at the rate of 2 2/5 days per month: and
- After twenty consecutive years of employment, their vacation leave entitlement shall increase to a total of 30 days per year, accruing at the rate of 2-1/2 days per month.

**15.04**

An employee shall be granted vacation leave at such time(s) during the year as their supervisor approves in order to ensure sufficient staffing in a manner consistent with Article 15.08.

At the commencement of an employee's term of employment, the Director of Corporate Services shall notify them in writing of the amount of vacation leave they are entitled to.

15.05

Vacation leave entitlement shall be used within the fiscal year in which it was earned. The CEO may, prior to the end of the fiscal year, authorize the carry-over of five (5) working days to the next fiscal year. Requests for carryover entitlement shall be made in writing by the employee to the Director of Corporate Services not later than thirty (30) days before the end of the fiscal year. In extenuating circumstances, the CEO may authorize the carry-over of an additional five (5) days.

15.06

If at the end of a fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half day, the entitlement shall be increased or decreased to the nearest one-half day.

15.07

Every attempt will be made to accommodate vacation requests. Notwithstanding, departments must be adequately covered at all times. If the supervisor is unable to reach mutual agreement with regard to the vacation schedule and there is a conflict, criteria to resolve the conflict will be (1) position and (2) seniority, in that order of priority.

15.08

If an employee becomes ill during the period of vacation, the employee shall be granted sick leave and his/her vacation credit restored to the extent of the sick leave utilized, upon receipt of evidence by the Director of Corporate Services in the form of a Doctor's certificate.

15.09

Before commencing vacation, each employee shall reasonably cooperate with respect to the completion of any urgent job requirements.

15.10

When an employee is given a leave of absence for any reason, the employee shall not receive vacation credits for the period of such absence.

15.11

When an employee is laid off, the employee shall not receive vacation credits for the period of such absence.

15.12

An employee, upon separation from the AFNWA, shall be compensated for unused vacation leave to which he/she has become entitled.

15.13

An employee, upon separation from AFNWA, shall compensate AFNWA for leave which was taken but to which he/she was not entitled.



Article 16: STATUTORY HOLIDAYS

16.01

Employees shall be granted the following paid holidays:

- 1) New Year's Day.
- 2) Heritage Day (NS), Family Day (NB), Islander Day (PEI). (Third Monday in February)
- 3) Good Friday.
- 4) Easter Monday.
- 5) Victoria Day.
- 6) National Aboriginal Day.
- 7) Canada Day.
- 8) Civic Holiday (usually the first Monday in August). (Natal Day, New Brunswick Day)
- 9) Labour Day.
- 10) Treaty Day,
- 11) National Truth and Reconciliation Day
- 12) Thanksgiving Day.
- 13) Remembrance Day.
- 14) Christmas Day.
- 15) Boxing Day.

16.02

Article 16.01 does not apply to an employee who is absent without pay on both the scheduled working day preceding and the scheduled working day following the designated holiday.

16.03

When a day designated as a holiday coincides with an employee's day of rest, AFNWA shall grant the holiday with pay on either:

- a. the working day immediately following his/her day of rest, or
- b. the day following the employee's annual vacation or another mutually acceptable day between the Department Director and the employee.

16.04

When a day that is designated holiday for an employee as defined in Article 16.01 falls within a period of leave with pay, the holiday shall not count as a day of leave.

Article 17: SPECIAL LEAVE



17.01

The CEO, in consultation with the Personnel Committee, in any one year, may grant to an employee special leave without pay, for such periods as the CEO deems circumstances warrant. Such leave may be for the following reasons: (a) education/professional development; (b) compassionate; (c) secondment/interchange; (d) seeking election to political office; or any other reason as approved by the CEO, in consultation with the Personnel Committee. Such leave without pay may be granted to the employee for a period not exceeding two years.

17.02

Employees on approved leave of absence will be eligible to maintain Life, Pension and Health Benefits plan coverage pursuant to the contract with the current insurance carrier. The AFNWA shall continue to pay the employer's share of same. Employees on leave, except those on maternity/paternity leave, who maintain these benefits must pay their share monthly, otherwise, the benefits will automatically terminate and be reinstated upon their return to work. Employees for whom benefits are terminated during a leave will be entitled to a reinstatement of benefits upon their return to work.

Article 18: MEDICAL LEAVE

18.01

An employee shall be entitled to medical leave with pay providing the employee has sufficient medical leave credits and shall be entitled to medical leave without pay of up to 17 weeks.

18.02

Paid medical leave credits shall be credited to an employee at the rate of 1-1/4 days per month for each month employed up to a maximum of 15 days per fiscal year. Medical leave credits can be carried over from year to year to a maximum of 90 working days and are not compensated upon termination of employment for any reason.

18.03

The employer may advance medical leave credits to the extent of 15 days if the employee has not accumulated sufficient medical leave credits to cover his/her disability.

18.04

If in any one period the employee's disability period exceeds ninety (90) working days, the employee shall be required to apply to AFNWA's long term disability plan.

18.05

Employees have a legal duty to provide the employer with appropriate medical information to support the continued ability to work, or to return to work after a health-related absence.

An employee may be required by the Director of Corporate Services to produce a certificate from a medical doctor for any period of absence for which medical leave is claimed. If a certificate is not produced after such a request, the paid time absent from work will be deducted from the employee's pay.

Application for medical leave for a period of more than five (5) days shall be supported by a certificate from a medical doctor.

In addition, where the need for accommodation is considered, the Director of Corporate Services may request information on an employee's medical condition, the prognosis, how it affects job performance, and may determine



what reasonable accommodations may be made to assist the employee in returning to work.

18.06

For this Article, the Director of Corporate Services may require that the employee be examined by an alternative medical doctor or other health professional. The medical report shall be considered a confidential matter between the Director of Corporate Services and the employee.

18.07

The pay of an employee who is in receipt of compensation from the Worker's Compensation Board from any of the provinces arising from the same incapacity for which medical leave or special leave is granted, shall be reduced by the amount paid by the Worker's Compensation Board.

18.08

An employee is entitled to be informed, upon request, of the balance of his/her medical leave with pay credits.

18.09

An employee, who must be absent due to illness, shall endeavor to notify the office within the first hour of the working day.

18.10

When an employee is given a leave of absence for any reason, the employee shall not receive medical leave credits for the period of such absence.

18.11

When an employee is laid off, the employee shall not receive medical leave credits for the period of such absence.

18.12

When an employee is on long term disability, the employee shall not receive medical leave credits for the period of such absence.

Article 19: BEREAVEMENT LEAVE

19.01

The Director of Corporate Services may grant up to five days special leave with pay in the event of the death of an immediate family member, and up to three days special leave with pay in other appropriate circumstances.

“Immediate family member” as defined in Article 1(j) “means the employee’s spouse, or common-law partner, father and mother and the spouse or common law partner of the father or mother; employee’s children and the children of the employee’s spouse or common-law partner; the employee’s grandchildren; the employee’s brothers and sisters; the grandfather and grandmother of the employee; the father and mother of the spouse or common-law partner of the employee, and the spouse or common-law partner of the father or mother; the sibling of the spouse or common-law partner, and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides. A common-law partner is a person who has been cohabiting with an individual in a common-law relationship for at least one year, or who had been so cohabiting with the individual for at least one year immediately before the individual’s death.



Article 20: PARENTAL LEAVE

20.01

Employees who are welcoming a new child to their home are eligible for three (3) working days leave with pay within two (2) weeks of the welcoming of a child where the employee is becoming a legal guardian, such as the birth of a child. Welcoming a child could also include any instance where an AFNWA employee has been newly entrusted with the primary care of a minor such as (but not limited to) adoption, foster parenting, or kinship care. All applications for leave under this article should be submitted to the Director of Corporate Services for consideration.

20.02

An employee who is pregnant is entitled to unpaid maternity leave of seventeen (17) weeks. Parental leave may be taken by the pregnant employee or an employee whose partner has given birth. The combination of Maternity and Parental leave shall not exceed 52 weeks.

20.03

A request for maternity or parental leave shall be accompanied by a certificate from a medical doctor stating that the employee or employee's partner is pregnant and specifying the date upon which delivery is expected to occur. A request to extend parental leave due to the hospitalization of a child shall be accompanied by a certificate from a medical doctor outlining the duration of hospitalization.

20.04

At the request of the employee, such approved maternity or parental leave may commence at any time from a date thirteen weeks before the specified date of delivery to the date of actual delivery and shall end no later than fifty-two weeks after the date of delivery. The Director of Corporate Services, however, may require the leave without pay to start at a time when the employee is unable to perform an essential function of her job and where reasonable accommodation is not possible.

20.05

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

20.06

Leave for illness of an employee arising out of or associated with their pregnancy prior to the commencement of, or the ending of maternity, may be granted in accordance with the provisions of Article 18.01.

20.07

An employee returning from parental leave must provide a minimum of thirty (30) days written notice of their return date to the Director of Corporate Services.

Article 21: PARENTAL/ADOPTION LEAVE

21.01

In accordance with applicable legislation, employees shall be entitled to a leave of absence from employment of up to sixty three (63) weeks to care for a new born child of the employee or a child who is in the care of the employee



for the purpose of adoption. In the event the biological mother elects to take parental leave, it shall be taken immediately after the end of maternity leave and the total leave in that case shall not exceed seventy-eight (78) weeks. Parental/adoption leave may be extended by any time in which the child is hospitalized, up to a total of 104 weeks, if the request is accompanied by a certificate from a medical doctor outlining the duration of hospitalization.

The leave of absences may only be taken within the seventy-eight (78) week period beginning:

- (a) In the case of a new-born of the employee, at the option of the employee, on the day the child is born or comes in the actual care of the employee; and
- (b) In the case of adoption, on the day the child come into the actual care of the employee.

The aggregate amount of leave that may be taken by one or two employees under Article 20 and 21 in respect of the same birth shall not exceed seventy-eight (78) weeks.

21.02

An employee returning from a leave of absence pursuant to this section must provide minimum of thirty (30) days written notice of their return date to the Director of Corporate Services.

Article 22: MARRIAGE LEAVE

22.01

Employees who have legally or customarily married are eligible for three (3) working days leave with pay within two (2) weeks of the wedding.

Article 23: PERSONAL LEAVE FOR FAMILY ILLNESS, COMPASSIONATE CARE, CRITICAL ILLNESS, DEATH OR DISAPPEARANCE OF A CHILD, AND VICTIMS OF FAMILY VIOLENCE.

23.01

Personal Leave - An employee is entitled to a maximum of five days of paid leave per year for personal reasons, to be used at their own discretion.

23.02

Compassionate Care - Employees requesting extended unpaid compassionate care leave will be granted such leave as per the applicable legislation. Eligibility is as follows: "Every employee is entitled to and shall be granted a leave of absence from employment of up to 28 weeks to provide care or support to a family member of the employee if a qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 28 weeks from:

- (a) the day the certificate is issued; or
- (b) if the leave was commenced before the certificate was issued, the day the leave was commenced."

23.03

Critical Care - Employees requesting unpaid critical care leave will be granted such leave as per the



applicable legislation. Eligibility is as follows:

For a critically ill child: “Every employee who is a family member of a critically ill child is entitled to and shall be granted a leave of absence from employment of up to 37 weeks in order to care for or support that child if a health care practitioner has issued a certificate that

(a) states that the child is a critically ill child and requires the care or support of one or more of their family members; and

(b) sets out the period during which the child requires that care or support.”

For a critically ill adult: “Every employee who is a family member of a critically ill adult is entitled to and shall be granted a leave of absence from employment of up to 17 weeks in order to care for or support that adult if a health care practitioner has issued a certificate that

(a) states that the adult is a critically ill adult and requires the care or support of one or more of their family members; and

(b) sets out the period during which the adult requires that care or support.”

23.04

Death or Disappearance of a minor child - Employees requesting unpaid leave related to the death or disappearance of a minor child will be granted such leave as per the applicable legislation. Eligibility is as follows:

“Every employee is entitled to and shall be granted a leave of absence from employment of 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.

Every employee is entitled to and shall be granted a leave of absence from employment of 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 disappeared as a result of a crime.”

23.05

Family Violence - Employees requesting unpaid leave related to family violence will be granted such leave as per the applicable legislation. Employees who are victims or whose child is a victim of family violence are entitled to up to 10 days’ leave (the first five of which are to be paid, if the employee has been employed by AFNWA for at least three consecutive months), for the purposes set out in the legislation, which include medical attention, support services, relocation, or to seek legal assistance.

Article 24: EDUCATION AND EXAMINATION LEAVE

24.01

AFNWA agrees that it is important for the mutual benefit of the employer and employee to improve the educational standards of the workplace. Accordingly, the AFNWA agrees that employees who wish to further their education shall be permitted to apply for up to one (1) year of unpaid leave on a one-time basis. A second one-year period can be approved at the discretion of the CEO.

At the discretion of the CEO, education leave may be granted for professional development, enhancing job functions, or for personal growth as jointly determined by the employee and AFNWA.

Process steps:



1. The employee must submit a written request to the Directors at least three (3) consecutive months prior to the actual date that the requested education leave would start.
2. Taking into consideration AFNWA operational requirements, the CEO will make every effort to accommodate the employee's request. Should the requested timeframe not be approved, the CEO must inform the employee in writing within five (5) working days of the submission of the request. The employee will be provided with the reasons why the request was not approved and will be encouraged to identify alternate time frames that are suitable for both the employer and employee.

24.02

The employee must give thirty (30) days written notice prior to their return. The employee shall be placed in a position equivalent to that which they held prior to the education leave.

24.03

Employees who are writing examinations for courses related to work, taken at a recognized educational institution, are entitled to leave of absence with pay for the day of the examination, and any working days which are required to travel to and from the place where the examination is to be held.

24.04

Request for part-time studies relating to the needs of AFNWA will be dealt with on an individual basis. When possible, it is preferred that the employees attend classes on their own time.

Article 25: COURT LEAVE

25.01

Leave of absence with pay shall be granted to every employee, other than an employee on leave of absence without pay, or under suspension, who is required to participate in a jury selection process, to serve on jury, or by subpoena or summons to attend as witnesses in any court proceeding or before any other proceeding authorized by law to compel the attendance of witnesses before it. Proof of attendance and/or supporting documentation must be provided to the Director of Corporate Services in order to receive leave of absence with pay under this section.

Article 26: STAFF DEVELOPMENT LEAVE

26.01

The CEO may grant an employee leave of absence with pay to attend conferences and training sessions of mutual advantage to AFNWA and the employee. Compensatory time off may be granted by the CEO for non-management employees, as defined by the CEO, when a conference is on a Saturday, Sunday, or other time when the staff person is normally off.



Article 27: LEAVE FOR STORMS OR WEATHER CONDITIONS

27.01

AFNWA shall normally remain open during snowstorms, and employees are expected to report for work.

27.02

Staff members shall notify the office within one (1) hour from the start of the working day whether or not they are able to report to work. If they are unable to work, they must arrange to make up the day by extra hours or have the time lost accounted as personal or vacation day or against any accumulated overtime.

27.03

In the event AFNWA determines the office is to close due to weather conditions it shall compensate all staff members. A staff member who is on vacation is not expected to be available for work, and therefore, the scheduled vacation will be counted as vacation days.

Article 28: LEAVE FOR TRADITIONAL PRACTICES

28.01

In accordance with applicable legislation, First Nations employees who are employed by AFNWA with three consecutive months of service shall be entitled to unpaid leave of absence of up to five days per year to engage in traditional practices, including hunting, fishing and harvesting.

Article 29: ELECTIONS

29.01

When granting time off for this purpose, the Director of Corporate Services shall keep in mind the requirements to provide sufficient staffing during normal hours.

29.02

For federal elections, the *Canada Elections Act* provides that:

“Consecutive hours for voting”

132. (1) Every employee who is an elector is entitled, during voting hours on polling day, to have three (3) consecutive hours for the purpose of casting his or her vote and, if his or her hours of work do not allow for those three (3) consecutive hours, his or her employer shall allow the time for voting that is necessary to provide those three consecutive hours.”

29.03

For provincial elections, the Nova Scotia *Elections Act*, SNS 2011, c. 5, s. 1. provides:

TIME FOR EMPLOYEE TO VOTE

Guidelines and exceptions

131 (1) An employee who is an elector is entitled, while the polls are open on election day, to



three consecutive hours for the purpose of casting the employee's vote.

(2) Where the employment of an employee does not permit the use of three consecutive hours of the employee's own time for voting, the employer shall allow the employee such additional time with pay from the hours of the employee's employment as may be necessary to provide the three consecutive hours, but the additional time for voting must be granted to the employee at the time of day that best suits the convenience of the employer

Similar legislation in other provinces will dictate requirements for voting leave.

For Band elections, an employee who is qualified to vote shall have up to one (1) day leave of absence with pay for the purpose of casting his or her vote on the Election Day.

Article 30: BLOOD DONORS

30.01

Employees who wish to give blood to the Canadian Blood Services may be excused from work for two hours.

Article 31: GROUP INSURANCE, LONG-TERM DISABILITY, SUPPLEMENTAL HEALTH BENEFITS AND PENSION PLANS

31.01

AFNWA will offer to all full-time regular employees a group life, dependents insurance, supplemental health benefits, accidental death and dismemberment plan, group long-term disability plan and a group pension plan.

31.02

For all full-time regular employees, the group long-term disability plan is compulsory. Employees will be required to complete and sign an enrollment card for these plans.

31.03

All full-time regular employees are required to join the group pension plan after the six-month probationary period has been successfully completed.

31.04

All full-time regular employees are required to join the group health benefits insurance plan offered by AFNWA. However, employees that are already covered through their spouse's plan are not required to join. This plan will also serve to supplement benefits already provided by Health Canada's Non-Insured Health Benefits Program for Status Indians.

31.05

The eligibility requirements, benefits and cost sharing arrangements between employee/employer are those as specifically stated under each of the applicable insurance contracts.

31.06

All retired employees will remain eligible for 3 months beyond their retirement date, at which point they will be removed from the group plan.



Article 32: PAYROLL DEDUCTIONS

32.01

Deductions from income tax are mandatory for non-status Indian employees and are made according to the schedules set by Revenue Canada.

32.02

All employees must submit Employee's Tax Deduction Declaration -TD-1 forms (and tax- exempt employees shall submit a copy of their Indian Status Card as well) to the Director of Corporate Services within seven days of any change in exemptions.

32.03

The Canada Pension Plan is compulsory for all employees carried on the payroll.

32.04

Employment Insurance deductions are mandatory for all employees and shall be made in accordance with the Employment Insurance Act.

32.05

The Chief Michael Augustine Memorial Legal Defense Trust Fund deductions are mandatory for all employees and shall be deducted off each employee's bi-weekly payroll at a rate of 0.1% of the employee's annual gross salary.

Article 33: NON-POLITICAL ASSOCIATION

33.01

No employee shall be an elected member of a Band Council or an elected member of Government. Exceptions may be granted on a case-by-case basis by the CEO, based on a review and recommendation from the Personnel Committee.

33.02

No employee of AFNWA shall:

- undertake activities.
- assume responsibilities.
- make public statements of a politically partisan nature, in respect of a candidate at a Band, federal or provincial election, or a federal or provincial political party, which could give rise to the perception that they may not be able to perform duties in a politically impartial manner.

33.03

Any employee who wishes to run as Chief or Band Councilor shall submit to the CEO, a notice of leave of absence without pay at least 30 days prior to any nomination deadline.

Any employee who wishes to run as Chief or Band Councilor shall not be permitted to use AFNWA's time, resources, or equipment for purposes of their campaign or election thereafter.



Article 34: DRESS CODE

34.01

Maintaining a professional, business like appearance is very important to the success of AFNWA.

Regardless of the employee's interaction with federal or provincial agencies, elected officials, customers, suppliers, contractors, or volunteers, each employee projects the reputation of the organization. Part of this impression depends on each employee's choice of dress.

AFNWA offers a casual dress environment for employees. AFNWA Employees are expected to use good judgment and to show courtesy to their co-workers by dressing in a manner that is presentable and appropriate. At all times employees should be aware that regardless of their interaction with clients, customers, suppliers, contractors, or volunteers, AFNWA is still a place of business.

Should employees be asked to attend business meetings with federal or provincial agencies, or elected officials, either in AFNWA's offices or otherwise, they should dress in appropriate business attire.

Any questions should be directed to the CEO for any clarification.

Article 35: AMENDMENTS TO HUMAN RESOURCES POLICY

35.01

This Human Resources Policy may be amended from time to time by the Personnel Committee and approved by the AFNWA Board.

35.02

Any amendment made for the purpose of clarification and not substantially adding to, subtracting from, or altering the purpose of any Article of this Human Resources Policy may be recommended by the Personnel Committee and approved by the CEO.

Article 36: APPEALING DECISIONS

36.01

Unless otherwise provided for in this Human Resources Policy, all decisions may be appealed by the employee to the Personnel Committee.

36.02

All decisions pursuant to Article 34.01 may be appealed to the CEO. It is at the sole discretion of the CEO to hear the appeal. Decisions of the CEO are final and binding.

Article 37: RESPECTFUL WORKPLACE PROCEDURES

Refer to AFNWA Workplace Violence and Harassment Policy