



PERSONNEL AND ADMINISTRATION POLICY HANDBOOK

Approved at the Fall Leadership Meeting

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TABLE OF CONTENTS

SECTION 1 – PREAMBLE	6
ARTICLE 1 – DEHCHO DECLARATION OF RIGHTS (ENGLISH)	6
ARTICLE 2 – DEHCHO DECLARATION OF RIGHTS (DENE ZHATIE)	7
ARTICLE 3 – PURPOSE AND SCOPE	8
ARTICLE 4 – COMPORTMENT	9
ARTICLE 5 – DEFINITIONS.....	10
SECTION 2 – CODE OF ETHICS	14
SECTION 3 – EMPLOYMENT POLICIES.....	17
ARTICLE 1 – PERSONNEL COMMITTEE	17
ARTICLE 2 –RECRUITMENT AND HIRING PROCESS.....	19
ARTICLE 3–COMMENCEMENT OF EMPLOYMENT/ORIENTATION. .	22
ARTICLE 4 – HOURS OF WORK AND SCHEDULED BREAKS	25
ARTICLE 5 – CALL BACK TO DUTY	26
ARTICLE 6 – FLEXIBLE HOURS	27
ARTICLE 7 – OVERTIME	28
ARTICLE 8 - STATUTORY HOLIDAYS	30
ARTICLE 9 – OFFICE CLOSURE.....	31
ARTICLE 10 - EMPLOYMENT CLASSIFICATION	32
ARTICLE 11 – PROBATIONARY PERIOD	35
ARTICLE 12 – PERFORMANCE EVALUATION	37
ARTICLE 13 – CONFIDENTIALITY	40
ARTICLE 14 – JOB DESCRIPTION	42
ARTICLE 15 - PERSONNEL RECORDS	43
ARTICLE 16 – OUTSIDE EMPLOYMENT.....	45
ARTICLE 17 – LEAVE REQUEST FORM	46

ARTICLE 18 – LATENESS/UNAUTHORIZED ABSENCES.....	47
ARTICLE 19 - CONFLICT OF INTEREST FOR POLITICAL ACTIVITY	49
ARTICLE 20 – GUIDELINES FOR ADDRESSING COMPLAINTS AGAINST EMPLOYEES	50
ARTICLE 21 – GRIEVANCE.....	51
ARTICLE 22 – RESIGNATION	55
ARTICLE 23 – HARASSMENT AND SEXUAL HARASSMENT.....	56
ARTICLE 24 – DRUGS AND ALCOHOL	59
ARTICLE 25 – ZERO TOLERANCE OF WORKPLACE VIOLENCE	61
ARTICLE 26 – WINTER TRAVEL	68
SECTION 4 – EMPLOYEE BENEFITS.....	70
ARTICLE 1 – LEAVE POLICY	70
ARTICLE 2 - ANNUAL LEAVE	72
ARTICLE 3 – CASUAL LEAVE	75
ARTICLE 4 – COMPASSIONATE LEAVE.....	76
ARTICLE 5 – CULTURAL LEAVE.....	78
ARTICLE 6 – EDUCATION LEAVE	80
ARTICLE 7 – JUDICIAL LEAVE	81
ARTICLE 8 – LEAVE WITHOUT PAY.....	82
ARTICLE 9 – MATERNITY LEAVE.....	83
ARTICLE 10 – PARENTAL LEAVE.....	85
ARTICLE 11 – SICK LEAVE	87
ARTICLE 12 – SPECIAL LEAVE.....	90

SECTION 5 – DISCIPLINE	92
ARTICLE 1 – DISCIPLINARY ACTIONS.....	92
ARTICLE 2 – VERBAL REPRIMAND (FIRST WARNING)	93
ARTICLE 3 – LETTER OF REPRIMAND (SECOND WARNING)	94
ARTICLE 4 – SUSPENSION (THIRD AND FINAL WARNING)	95
ARTICLE 5 – DISMISSAL	96
ARTICLE 6 – AUTOMATIC DISMISSAL.....	97
FINANCIAL POLICY AND PROCEDURES	99
Subject: Purchase Orders	100
Subject: Salary Classification	101
Subject: Personnel Records.....	103
Subject: Contract Employees.....	105
Subject: Relocation Expense	107
Subject: Bilingual Allowance	108
Subject: Childcare	110
Subject: Employees Assistance Program (EAP)	111
Subject: Timesheets.....	112
Subject: Call Back To Duty	114
Subject: Vacation Pay.....	115
Subject: Acting Pay	117
Subject: Severance Pay	119
Subject: Granting of Vacation Leave.....	121
Subject: Monthly Summary of Leave Credits	123
Subject: Travel and Expense Reimbursement.....	124
Subject: Travel by Privately Owned Vehicle.....	127
Subject: Elected Leaders and Elders Travel.....	129
Subject: Aircraft or Other Rentals.....	131

Subject: Elected Leaders and Elders Cash Grant	132
Subject: Long Distance Phone Calls	134
Subject: Credit Cards.....	135
Subject: Calling Cards.....	136
Subject: Company Vehicles	137
APPENDIX A: Policy Acknowledgement	139
APPENDIX B: Unusual Incident Report	140
APPENDIX C: Zero Tolerance Policy Letter	142
APPENDIX D: Overtime Form	143
APPENDIX E: Statement of Confidentiality Form	144
APPENDIX F: Leave Form	145
APPENDIX G: Time Sheet Form	146
APPENDIX H: MVR Authorization Form	147

SECTION 1 – PREAMBLE

ARTICLE 1 – DEHCHO DECLARATION OF RIGHTS (ENGLISH)

Declaration of Rights

We the Dene of the Dehcho have lived on our homeland according to our own laws and system of government since time immemorial.

Our homeland is comprised of the ancestral territories and waters of the Dehcho Dene. We were put here by the Creator as keepers of our waters and lands.

The Peace Treaties of 1899 and 1921 with the non-Dene recognize the inherent political rights and powers of the Dehcho First Nation. Only sovereign peoples can make treaties with each other. Therefore our aboriginal rights and titles and oral treaties cannot be extinguished by any Euro-Canadian government.

Our laws from the Creator do not allow us to cede, release, surrender or extinguish our inherent rights. The leadership of the Dehcho upholds the teachings of the Elders as the guiding principles of Dene government now and in the future.

Today we reaffirm, assert and exercise our inherent rights and powers to govern ourselves as a nation.

We the Dene of the Dehcho stand firm behind our First Nation government.

Declaration was adopted at Kakisa, Denendeh. August 19, 1993

SECTION 1 – PREAMBLE

ARTICLE 2 – DEHCHO DECLARATION OF RIGHTS (DENE ZHATIE)

Dehcho Gáh Got'ıę

Zhundił Saamba Náhza Edıhtı'eh Ndedhé Hoıı K'ıęı
Nádéhthıza Dıdı T'áh Nádadıse T'áh
Edıhtı'eh Ndedhé Thıtsı

Nahxıı, Dehcho Gáh Got'ıę-ke, dáqódeıhaa ejoh aut'ı t'óh gots'eh dáqndıh edets'ı k'ahrúdeıh enıddhe gots'eh zera dáqndıh k'ıęı aut'ı enıddhe t'áh nahendé k'eh náhthıdeıh aut'ı.

Nahendé k'eh ndéh gots'eh tu zhágıı, dáqódeıhaa dene ıdı aut'ı t'óh gots'eh nahets'eh zoh azháıt'ı. Nahendé gots'eh tu exoıdıh gha nahe Nohtsı edı ndéh k'eh nınahqndıhah á ahtııt'ı.

Zhundił 1899 gots'eh 1921, dene gııı nahendé k'eh at'ı agujá ekıh. Dene Kéhle thą edets'ı k'ahrúdeıh ahtııt'ı t'áh gots'eh thee ats'ut'ıle gha goxéł Saamba Náhza gots'eh dáqndıh elexéł ekııdeı nahthıdeıh gha dıdı t'áh Edıhtı'eh Ndedhé thıtsı agııt'ı. Dene xááé edets'ı k'aogedéł agıt'ı zoh tı'a dıle elexéł *Treaty* ghesı á agııt'ı. Ezıı gháááé, Dene Kéhle ahtııt'ı, dáqndıh gıdıh gots'eh azıı nahets'eh qı'e gots'eh zhundéé t'óh gots'eh dáqndıh elexéł zhágıdeıh t'áh t'ahsı elexéł seezhágıı. Mıla gondéł ts'ı k'aodhe t'ahsı kaondıh nahech'ı mıdıdıhale gha gııı.

Dıyé dáqndıh edı ndéł k'eh gıdıh gha Nohtsı mek'eh nınahqndıhah k'éch'a ahtııdeıh t'áh nahendé gots'eh dáqndıh ala mek'eh dene ahtııt'ı t'áh t'ahsı met'áqıdıdı gha nahegha thela edıtsı. Dehcho godhoh gots'eh dene gonatheeı zhádeıhtıı-ı-ke, dıh gots'eh zhundah gogha k'ahrúdeıh ts'ı nahets'ehk'eh eghálagenda gha.

Dııdzeh, dene líé kádeıa zoh ahtııt'ı gots'eh see ehthı t'áh edı ndéł nahets'eh qı'e ahtııt'ı t'áh nádadıse t'áh dáqndıh mek'eh edets'ı k'ahrúdeıh enıddhe dıdı.

Nahxıı, Dehcho Gáh gots'eh Dene, nádadıse t'áh dene nahenatheeı zhádeıhtıı-ı-ke gots'ádadıdı.

August 19, 1993, K'ágeı Tu Nahendé Gha Edıhtı'eh Ndedhé Ts'ehıı

SECTION 1 – PREAMBLE

ARTICLE 3 – PURPOSE AND SCOPE

The purpose of the Dehcho First Nations Personnel and Administration Policy is to ensure a consistent approach to conducting the regional office. The Dehcho First Nations Personnel and Administration Policy is a useful management tool when dealing with matters related to staff management.

The Leadership and members of the Dehcho First Nations in the interest of fair, equitable and accountable governance have established a Personnel and Administration Policy, this policy applies to all employees of the Dehcho First Nations Administration.

All employees are to be given a copy of the Personnel and Administration Policy and Code of Ethics at the orientation of their position and shall acknowledge receipt of the policy in writing (*See Appendix A*)

All employees of the Dehcho First Nations Administration; direct or contracted (for a period of two months or more) are expected to adhere to by the Dehcho First Nations Personnel and Administration Policy.

Training and development of employees shall be provided and encouraged to undertake training and development in order to progress through the positions levels.

Dehcho First Nations reserves the right to amend or revoke any terms of the Dehcho First Nations Personnel and Administrative Policy with due notice to Dehcho First Nations employees

SECTION 1 – PREAMBLE

ARTICLE 4 – COMPORIMENT

The Dehcho First Nations employees serve as support staff for the Dehcho First Nations member organizations. The Dehcho First Nations employees are to ensure that the resolutions and motions made at any Dehcho First Nations Assembly, Leadership and Executive levels are carried out.

All Dehcho First Nations administration employees shall protect and care for all property entrusted to them. The Dehcho First Nations employees are required to carry out the duties assigned by their immediate supervisor conscientiously and efficiently.

It shall be the duty of the Dehcho First Nations administration employees at all times to conduct themselves in a manner that will reflect excellence and pride in themselves, their employer (DFN) and the Dehcho members.

SECTION 1 – PREAMBLE

ARTICLE 5 – DEFINITIONS

1. **Acts of Violence** that cause bodily harm, however slight, to another person or damages to the property of another person, including but not limited to such acts as physically touching another person in an intimidating, malicious or harassing manner, hitting, slapping, poking, kicking, pinching, punching, grabbing and pushing.
2. **Anniversary Year** refers to the period of time between an employee’s start date to exactly one year from that date;
3. **Casual Employee** refers to an individual who is employed for a non-specific position for which no salary can be guaranteed beyond a specific date or the relief of employees working in a specified position;
4. **Contract Worker** refers to an individual who is hired to perform specific tasks for a specific period of time as outlined upon conditions of a signed employment contract between the Dehcho First Nations and the contractor;
5. **Dismissal** refers to a disciplinary action involving the ending of services, with or without notice and/or benefits as imposed for just cause;
6. **Employee** refers to an individual who is employed by the Dehcho First Nations;
7. **Employer** refers to the Dehcho First Nations;
8. **Executive Committee** refers to a committee appointed by the Dehcho First Nations Assembly/Leadership, as defined in Bylaw Number 45, to oversee the day to day management of the organization;

9. **Fiscal Year** refers to the period of time from April 1st of one year to March 31st of the following year;
10. **Full Time Employee** refers to an individual who works 35 hours per week;
11. **Immediate Family** refers to the employee's spouse or common-law partner; the employee's father and mother and the spouse or common-law partner of the father or mother; the employee's child(ren) and the child(ren) of the employee's spouse or common-law partner; the employee's grandchild(ren); 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; and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides;
12. **Indictable Offence** refers to a serious offence that may be punishable through a period of incarceration;
13. **Intimidation** refers to an intentional act towards another person, causing that person to reasonable fear for his/her safety of others. Examples of such acts include but limited to: Physically threatening others, using obscene gestures, unwelcome name-calling, shouting, obscene language and fist shaking.
14. **Just Cause** refers to but is not limited to the following, wilful misconduct, theft, insubordination, neglect of duty, breach of confidentiality and/or continued unsatisfactory performance of duties;
15. **Lay off** refers to the temporary dismissal of an employee from employment. Layoffs lasting more than three (3) months may be deemed as termination of employment;

16. **Lateral Violence** include gossip, shaming of others, blaming, backstabbing, family feuds and attempts at socially isolating others. This form of violence occurs when out of anger and frustration, an oppressed group turns on itself and begins to violate each other.
17. **Leadership** refers to elected Chief/President and Elder of the member community organizations: Deh Gah Got'ie First Nation, Liidlii Kue First Nation, Jean Marie River First Nation, Sambaa K'e First Nation, Ka'a'gee Tu First Nation, Nahanni Butte Dene Band, West Point First Nation, Fort Providence Metis Council and Fort Simpson Metis Council;
18. **Leave of Absence** refers to a permitted absence from work by an employee, with or without pay;
19. **Overtime** refers to approved time worked in excess of the standard hours of work per week;
20. **Probation** refers to a period of the three (3) months from the day, which an employee is first appointed/ promoted to a position and who has yet to complete the required probationary period of employment.
21. **Part-time Employee** refers to an individual who is employed less than 35 hours per week in a specific position;
22. **Severance Pay** refers to the greater of two days' wages for each year of continuous employment or one week (5 days) at the employee's regular rate based on regular hours of work. Exclusive of elected officials;
23. **Suspension** refers to a disciplinary action involving short-term of services imposed for just cause, with or without pay for a period of time;

24. **Term Employees** refers to an individual who is hired or assigned to fill a specific position for a specific period of time;

SECTION 2 – CODE OF ETHICS

All Employees are to carry out the duties of their positions conscientiously, efficiently, loyally, and honestly, keeping in mind the primary work task is to serve the Dehcho First Nations' membership under the direction of the Leadership, Executive Committee and Immediate Supervisors. It is preferable that supervisors communicate openly with employees, regarding any breach of conduct or unsatisfactory work performance and employees are encouraged to voluntarily correct their behaviour.

GENERAL PROVISIONS AND PROCEDURES

1. The integrity and dignity of Dehcho First Nations' government, programs and employees is to be maintained at all times.
2. Employees are to be prompt, courteous, pleasant and efficient in the performance of their duties.
3. Employees are encouraged to use initiative to find ways of doing their work more efficiently, effectively, and economically.
4. Employees must conduct themselves in a professional manner and develop a positive proactive attitude in dealing with fellow employees, Leadership, Membership, other Leaders.
5. All Employees must follow their immediate supervisor's instructions attentively, cooperatively and work as a team with other fellow co-workers.
6. During work hours, all employees are to devote themselves to their duties of employment and adhere to the Dehcho First Nations' policies and procedures. Not devoting themselves to their duties and responsibilities is known as time theft.

7. While on duty employees must conduct themselves in a manner that will bring credit to themselves and to the Dehcho First Nations.
8. Employees must show respect for the authority and jurisdictional structure of the Dehcho First Nations.
9. Employees must maintain a satisfactory standard of dress and general appearance appropriate to their duties.
10. Personal information on fellow employees or clients gathered on the job must be kept strictly confidential during and after employment with Dehcho First Nations.
11. Use of equipment, property or supplies, which are owned or rented by the Dehcho First Nations for authorized purposes only and follow any regulations set up for the use of any equipment, property or supplies.
12. No equipment or property shall be removed from the premises without due authorization.
13. Protect and care for all Dehcho First Nations property entrusted to them and immediately report to the relevant manager of any faulty equipment or property that requires repair.
14. Upon termination or dismissal of employment, an employee must return all Dehcho First Nations property back to the employer as soon as possible.
15. Information discussed during Dehcho First Nations in-camera meetings must be kept strictly confidential, except for disclosure that may be required by court order or law.
16. Do not publicly criticize other employees or the Dehcho First Nations' policies.

17. Provide constructive criticism and suggestions through proper channels and seek to make the workplace as harmonious as possible.

SECTION 3 – EMPLOYMENT POLICIES

ARTICLE 1 – PERSONNEL COMMITTEE

A Personnel Committee will be established to oversee all staffing procedures of Dehcho First Nations. The Personnel Selection Committee will be composed of three Executive Committee members and/or staff unless otherwise stated.

The Personnel Committee shall be responsible to review and screen applications for the Executive Director and the Finance Comptroller positions, develop interview questions, interview all qualified applicants using a rating scale and conduct reference checks for information on the top three candidates.

GENERAL PROVISIONS AND PROCEDURES

1. The Personnel Committee is responsible for the hiring of the Executive Director and Finance Comptroller.
2. The Grand Chief must participate in the hiring of the Executive Director and Finance Comptroller positions.
3. The Executive Director is responsible for the hiring of all other staff.
4. The Grand Chief is to be involved in the hiring of his/her Executive Assistant.
5. All other positions reporting to other Coordinators/Managers shall be hired by the Coordinators/Managers and the process shall be overseen by the Executive Director.
6. In the event that a committee member is an immediate relative of an applicant, the committee member will not participate in the recruitment and hiring process for that applicant.

7. The Executive Director will ratify the appointment by signing the terms of employment for all positions except for:
 - ✓ Chief Negotiator
 - ✓ Executive Director
 - ✓ Finance Comptroller/Manager

SECTION 3 – EMPLOYMENT POLICIES

ARTICLE 2 –RECRUITMENT AND HIRING PROCESS

In order to assure equal employment opportunities, announcements for a position shall be posted locally, on the DFN website and advertised in the appropriate newspapers or media so that it is available to all Dehcho First Nations members. Additional announcements to be forwarded to the member community organizations via fax or email.

GENERAL PROVISIONS AND PROCEDURES

1. The Dehcho First Nations shall employ no person unless the funds for the position are in a budget approved by the Leadership.
2. Employment opportunities within Dehcho First Nations shall be advertised by means of notices in accordance with Section 3, Article 2, unless there is a time restraint. Notices shall be posted in accessible places and newspapers.
3. Competitions will be assigned deadlines and all applications by must be received by the deadline scheduled in order to qualify.
4. All positions reporting to the Executive Director will be hired by the Executive Director and the Executive Committee shall be informed of the selection.
5. No person may be a member of the Personnel Committee if he/she is an immediate family member, permanently residing in the same household or continuously resides in the same household for one year.

6. Applicant resumes are assessed against established screening criteria, which include the minimum requirements relative to experience, education and training. Those applicants who meet the required screening threshold are invited to attend an interview. **Only those applicants who are invited to attend an interview are contacted.**
7. Packages which include the resumes, job descriptions and questionnaires are to be prepared and given to the Personnel Committee for their review. The questions for the position will be rated and scored.
8. First preference will be given to Dehcho First Nations membership who is residing in one of the Dehcho communities.
9. Preference will be given to Dehcho Dene Zhatie speaking persons.
10. Reference checks shall be undertaken on the top candidate.
11. The successful candidate will be notified immediately thereafter; first by phone and then she/he will be provided with a letter of offer of employment.
12. If the applicant accepts, then he/she must sign and return the letter of offer within a designated period of time. The offer of employment will include the job title, terms and conditions of employment, probationary period, starting salary or wage, start date, copy of the job description and any relevant information to the position.
13. If an unsuccessful applicant for a position does not agree with the hiring decision and the Executive Committee was not involved in the hiring decision, then the applicant can appeal

the decision to the Executive Committee within five working days.

14. If an unsuccessful applicant for the position of ED or Finance Comptroller wants to appeal, and the Executive Committee was involved in the hiring decision, the applicant can appeal to the Leadership within five working days.
15. If one of the Executive Committee members were involved in the hiring process then he/she may declare conflict. The other three Executive Committee members can hear the appeal.
16. In the case of the Grand Chief, the position becoming vacant shall be designated as a term position until the next election and shall be filled by appointment.
17. All information/documents involving screening and hiring shall be kept sealed and stamped confidential in the finance office.

SECTION 3 – EMPLOYMENT POLICIES

ARTICLE 3–COMMENCEMENT OF EMPLOYMENT/ORIENTATION

For all new employees, an orientation shall be provided by the employee’s immediate supervisor and/or other relevant personnel, of which the following will be covered:

GENERAL PROVISIONS AND PROCEDURES

1. Orientation shall take place upon commencement of employment and may be carried out over a period of two or three days. The duration and depth of the orientation will be determined and conducted by the immediate supervisor and will depend on the position requirements.
2. An explanation of duties and responsibilities as outlined in the job description along with any relevant timeframes associated with duties.
3. An explanation of the Personnel and Administrative policy.
4. An explanation of payroll procedures and other relevant time-orientation financial procedures associated with time sheets, regular/monthly travel claims, travel authorization, leave sheets, overtime sheets, etc.
5. Introduction of the general working conditions and routine including hours of work, coffee breaks, training, etc.
6. An explanation of the organizational chart and an introduction to management, departments and co-workers.
7. Instructions and demonstration of use and location of relevant office equipment such as photocopy and fax machines, etc.

8. An explanation of any other office procedures such as security, mail distribution, any allergies, etc.
9. The immediate supervisor must make it clear to the prospective employee of the probationary period and explain how employment relationship may end during that period.
10. The Executive Director is required to ensure all documentation is complete and meets all appropriate policy requirements. The forms must be signed where required by the employee and employer. Commencement check list:
 - ✓ Notice of Employment
 - ✓ Resume
 - ✓ Job Description
 - ✓ DFN Personnel and Administrative Policy Handbook
 - ✓ Interview Record
 - ✓ Personal Reference Check (3)
 - ✓ Overtime agreement
 - ✓ Statutory Declaration/Confidentiality
 - ✓ Tax Form TD1
 - ✓ Drivers Abstract
 - ✓ Internet Agreement
11. An orientation package, letter of welcome along with a copy of the signed job description, notice of employment will be given to all new employee(s) at the date of commencement.
12. All new employees will be given a copy of this Personnel and Administration Policy, which includes the Code of Ethics, at the orientation stage of their position. The new employee should also be made aware of the consequences for breach of the policy and the policies are consistently enforced by DFN.
13. The new employees shall acknowledge in writing receipt of this policy indicating they have read, understood and agree to

be bound by its terms. This acknowledgement will be then placed in the employee's personnel file.

14. Notice of employment must be completed and circulated to the DFN member organizations.
15. The Executive Director will finalize the process by signature and forward to the Sr. Executive Administrator.
16. The completed file will then be forwarded to the Finance Office.

SECTION 3 – EMPLOYMENT POLICIES

ARTICLE 4 – HOURS OF WORK AND SCHEDULED BREAKS

The Dehcho First Nations will set the office work hours. The Dehcho First Nations may alter work hours as deemed appropriate, in accordance with the *Canada Labour Code*.

The Dehcho First Nations may authorize employees to complete their weekly hours of work in a period other than thirty-five (35) standard work hours at the employee's request, provided that over each week the employee works an average of thirty-five (35) hours a week. This averaging is calculated for a period of two or more weeks.

GENERAL PROVISIONS AND PROCEDURES

1. The standard daily hours of work will be from 9:00 a.m. to 5:00 p.m. Mondays through Fridays.
2. There will be one unpaid lunch hour allowed from 12:00 p.m. to 1:00 p.m.
3. There will be two-paid fifteen (15) minute coffee breaks, one in morning and one in the afternoon. Employees are required to sign in and out when leaving the office.
4. Approval for flex time must be in writing and is subject to operational requirements (see Section 3, Article 6 of this Policy).
5. There must be no increase in cost, or a decrease in productivity due to the selection of hours.
6. Attendance reporting in such cases shall be mutually agreed upon by both employer and employee.

SECTION 3 – EMPLOYMENT POLICIES

ARTICLE 5 – CALL BACK TO DUTY

An employee on authorized leave or time outside the regular hours of work, may be recalled to work from time to time depending on demand or emergency situation.

GENERAL PROVISIONS AND PROCEDURES

1. If an employee is recalled to work and reports to work; payment shall be made for a minimum of three (3) hours even if the employee works for less than three (3) hours.

SECTION 3 – EMPLOYMENT POLICIES

ARTICLE 6 – FLEXIBLE HOURS

At the request of the employee, the employer may authorize employees to complete their weekly hours of work in a period other than five standard working days.

GENERAL PROVISION AND PROCEDURES

1. This is subject to operational requirements.
2. Cost (including overtime) cannot increase nor will productivity decrease due to the selection of hours.
3. Attendance report in such cases shall be mutually agreed upon between employee and employer.

SECTION 3 – EMPLOYMENT POLICIES

ARTICLE 7 – OVERTIME

All preauthorized work in excess of an employee’s seven (7) hours work per day will be deemed overtime and will be compensated.

GENERAL PROVISIONS AND PROCEDURES

1. An employee will receive overtime pay after seven (7) hours a day or after thirty-five (35) hours within one week of work. Any work performed over this standard will be paid at 1.5 times the number of hours worked. This can be accumulated as time in lieu when mutually agreed between the employer and employee.
2. An employee who is required or permitted to work overtime when the overtime work is authorized in advance or agreed upon by the employer.
3. Unauthorized overtime will not be approved or permitted except in cases of emergency. Emergency overtime is to be accounted for and approved as soon as possible after it occurs
4. Employer and employee can enter into a time off in lieu agreement when agreed upon by both parties.
5. Time off in lieu may be taken only with the approval of the employee’s immediate supervisor at a time agreeable to both the supervisor and employee.
6. Employees shall recorded purpose of work, starting and finishing time of overtime worked on a form determined by the employer. Supervisors will be responsible for approving employee’s overtime in their division and submitting to the Executive Director (*See Appendix A*)

7. Managers and employees who carry out management functions may receive compensation for overtime authorized and approved by the Executive Committee.
8. Voluntary participation on committees, boards, optional activities and other volunteer activities are excluded from overtime compensation.
9. Training, workshops and conferences taken in the evenings, weekends or any time after normal working hours are excluded from overtime compensation. Travel time will be compensated at straight time.

SECTION 3 – EMPLOYMENT POLICIES

ARTICLE 8 - STATUTORY HOLIDAYS

A statutory holiday is defined as an official day off with pay for all employees. All employees shall be entitled to the following holidays with pay:

- | | | |
|----|------------------|-----------------------------|
| a) | News Year's Day | January 1 st |
| b) | Good Friday | Friday before Easter Sunday |
| c) | Easter Monday | Monday after Easter Sunday |
| d) | Victoria Day | Third Monday in May |
| e) | Canada Day | July 1 st |
| f) | Civic Holiday | First Monday in August |
| g) | Labour Day | First Monday in September |
| h) | Thanksgiving Day | Second Monday in October |
| i) | Remembrance Day | November 11 th |
| j) | Christmas Day | December 25 th |
| k) | Boxing Day | December 26 th |

Civic holidays will be recognized by Dehcho First Nations:

- | | | |
|----|----------------|-----------------------|
| l) | Aboriginal Day | June 21 st |
| m) | Treaty Day | |

GENERAL PROVISIONS AND PROCEDURES

1. When a statutory holiday falls on either a Saturday or Sunday, the following Monday will be considered the holiday.
2. The DFN Executive Committee may approve additional holidays during the Christmas season.
3. When a statutory holiday falls within a period of vacation pay, the holiday will not count as a day of leave.

SECTION 3 – EMPLOYMENT POLICIES

ARTICLE 9 – OFFICE CLOSURE

Other than for regular scheduled closures, the DFN office shall close for the following reasons:

- a) In the event of natural emergencies such as floods, fires, earthquakes or severe storms (Acts of God)
- b) In the event there is no heat, water or power in the building.
- c) In the event the office has been vandalized.

GENERAL PROVISIONS AND PROCEDURES

- 1. All employees must complete the appropriate leave forms, when reasonable in the circumstances, or as soon as is possible after the office re-opens after the emergency.
- 2. In the cases of vandalism, office will not reopen until a police investigation has taken place. Employees may be notified when they may return to work.
- 3. Other office closure will be based on the discretion of the Executive Director or Grand Chief.

SECTION 3 – EMPLOYMENT POLICIES

ARTICLE 10 - EMPLOYMENT CLASSIFICATION

It is DFN policy to properly classify all employees in accordance with the requirements and essential functions of the position(s). All employees mentioned in the policy shall be consider under the DFN Personnel and Administration Policy and Procedures.

GENERAL PROVISIONS AND PROCEDURES

1. All employees shall be hired on an indeterminate term or casual basis.
2. All employees shall be paid through annual salary or on an hourly basis or wage depending on their classification.
3. Permanent full-time employees are hired to regularly work 35 hours each week. Employee is eligible for employee benefits and to participate in the pension plan after completion of their probationary period.
4. Permanent part-time employees are hired to regularly work fewer than 35 hours per week. Employee is eligible for employee benefits and to participate in the pension plan after completion of their probationary period.
5. Casual employees are hired to work for the duration to perform a particular task or job and are paid an hourly wage. Temporary employees are not eligible for any benefits offered by DFN.

6. Term employees are hired to work for the duration of specific task or job and will not extend beyond budget, twenty-four (24) months. Term employee are on DFN payroll for the duration of their employment and are not eligible for any benefits offered by DFN unless otherwise stated in the letter of offer.
7. Contractors are employees of firms with which DFN has contracted for services or self-employed individuals with which DFN has contracted directly are hired for a particular task over a specific period of time with a defined start and end date. This worker will be paid for the job or project at an agreed-upon rate. Contractors are not eligible for any benefits offered by DFN. A service agreement will be done up and signed before commencement of work. There will be no salary increments unless approved by the Executive Committee. Please refer to the Finance Policy 300.05 for more details.
8. Contractors are not employees of the DFN and will only receive compensation as listed in their service contract.
9. An acting appointment is made when a full-time or part-time employee has been designated to perform the full duties of another position:
 - An individual will receive acting pay if appointed to another position and receive compensation at the minimum level for the position.
10. The terms of employment for part-time, casual or term employees may be extended or amended in writing with an approved commencement and end date.

11. If it is determined that a change in job classification is required, the Executive Director shall assign a new classification and appropriate salary or wage for the position to be approved by the Executive Committee.
12. The Executive Director shall review changes in duties and responsibilities and rate of pay to determine if changes are significant enough to warrant adjustment in job position level and rate of pay. This may occur through the request of the employee. This is to be approved by the Executive Committee.

SECTION 3 – EMPLOYMENT POLICIES

ARTICLE 11 – PROBATIONARY PERIOD

All newly hired employees shall be subject to a three month probationary period effective upon commencement of employment. The probationary period is designed to benefit both the employee and employer. It provides the employer the opportunity to assess the employee's attitude, skills and ability to satisfactorily perform their duties according to the requirements of the position. It can also allow the employee adequate time for orientation, training and showcase their specific skills and abilities.

All new employees shall receive a written evaluation at 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.

GENERAL PROVISION AND PROCEDURES

1. Should termination occur at or before the end of the probationary period, the employee shall be provided with a termination letter in writing.
2. For the duration of the probationary period, the employee shall not be allowed to take any form of leave, except in emergency or at the discretion of the Executive Director. Annual leave will be accumulated at the appropriate rate while on probation and not accessed until probationary period is completed.
3. If the evaluation is satisfactory, the employee will be notified at the end of the probationary period that his/her employment status has been changed from probationary employee to permanent employee.

4. Should either the employee or the employer determine there is not a match between the probationary employee and the position, the employment relationship will be terminated without notice.
5. Information regarding performance during the probationary period will be placed accordingly in the employee's personnel file. Probationary information will be placed in the employee's personnel file accordingly.

SECTION 3 – EMPLOYMENT POLICIES

ARTICLE 12 – PERFORMANCE EVALUATION

The Dehcho First Nations management will maintain a performance evaluation system after an employee has successfully passed the probationary period to ensure quality service and continual staff development.

The performance appraisal is a written assessment by both the employer and employee of the employee's performance, growth, general ability to perform his/her job description, performance goals and training plan.

The performance appraisal is based on a comparison of the results achieved by the employee, to the mutual agreed upon performance goals previously established for that employee. The performance appraisal determines the employee's suitability for the position.

GENERAL PROVISIONS AND PROCEDURES

1. Performance appraisals will be used as the basis for letters of reference written by Dehcho First Nations on the employee's behalf.
2. Performance appraisals will be conducted upon expiration of the employee's probationary period and every year annually thereafter when the employee is placed on permanent status. Performance appraisals may also be conducted for term employees employed for a term of six months or more, at the discretion of the Executive Director.
3. Performance appraisals are conducted by the immediate supervisor, following review by the Executive Director. Both the employee and the supervisor must sign the appraisal and the completed performance appraisal will be placed on the

employee's personnel file with the employee receiving their own personal copy.

4. The Executive Director will ensure that all employees' professional certifications and license requirements are kept current.
5. The employee performance assessment review form must include the current job description as approved by the Executive Committee.
6. The immediate supervisor shall conduct an employee performance assessment at the end of the third month of the probationary period. The immediate supervisor and Executive Director will discuss the review. If performance is satisfactory the employee will be advised whether she/he has been placed on permanent status and/or receive an increase in wage and/or benefits.
7. Once a review is completed, the employee concerned shall have the opportunity to discuss it, and then sign the review form to indicate its contents have been read and understood. The employee will have the opportunity to provide written comments to be attached.
8. The Executive Director is not obligated to change the contents of the review upon the request of the employee.
9. The employee may use the grievance procedure to correct any factual inaccuracies of the performance assessment.
10. The Executive Director will evaluate Supervisors and Managers.
11. The Executive Committee will evaluate the Executive Director.

12. An employee performance assessment is considered confidential and kept in a locked filing cabinet.

SECTION 3 – EMPLOYMENT POLICIES

ARTICLE 13 – CONFIDENTIALITY

Confidential Information is defined as information about clients, legal matters, personal health, and other personal matters that is acquired by the employee conducting the business of the Dehcho First Nations and shall be kept strictly confidential. No confidential information of the Dehcho First Nations shall be released unless directed by the court of law.

GENERAL PROVISIONS AND PROCEDURES

1. Breach of this section shall be deemed as “just cause” for immediate dismissal for the action taken. As a term employment, this clause will survive the dismissal of employment and the employee agrees to be liable in damages to the employer for breach of this section both during and after the employment with Dehcho First Nations.
2. Employees and a witness are required to sign and date a confidentiality agreement.
3. The confidentially agreement reads as follows:

I, (employee’s name) understand that in my role as an employee of the Dehcho First Nations, will become aware of information and knowledge of situations that must be held in confidence. I declare that I will act with discretion and hold in confidence any and all matters that devolve upon me by reason of my employment with the Dehcho First Nations.

At no time in the future unless directed by the court of law will I disclose or make known any information or matter that comes to my knowledge by reason of such employment with Dehcho First Nations.

This agreement can be modified without amending this Policy.

SECTION 3 – EMPLOYMENT POLICY

ARTICLE 14 – JOB DESCRIPTION

The Executive Committee must approve all job descriptions and the organizational chart on an annual basis. Job descriptions are required for all positions within the Dehcho First Nations and must be updated every year during the performance evaluations.

GENERAL PROVISIONS AND PROCEDURES

1. The incumbent and their immediate supervisor and/or the Executive Director must go over the incumbent's job description and initial where appropriate to ensure the employee is aware and has an understanding of their duties and responsibilities.
2. All original copy of the job description will be kept in the personnel file and one copy returned to employee by the immediate supervisor.
3. Qualifications for all positions are included in the Dehcho First Nations' job descriptions, which list the responsibilities and expectation. The Executive Director may not waive a qualification, unless directed by the Executive Committee.
4. Job descriptions are to be reviewed and revised by the Executive Director at least once a year and approved by the Executive Committee. This in turn, must be signed by the employee and placed on his/her personnel file.
5. Contracts for temporary or term positions will be prepared by the immediate supervisor and approved by the Executive Director.

SECTION 3 – EMPLOYMENT POLICIES

ARTICLE 15 - PERSONNEL RECORDS

The Finance Manager shall establish and maintain a complete set of records on each employee. Each set of records shall contain two files one (opened) containing general information and the other (closed) containing confidential information of a personal matter. Only the persons authorized by the employee will have access and the Executive Director and Finance Manager.

GENERAL PROVISIONS AND PROCEDURES

1. The personnel files shall include application of employment, resumes, letter of offer, evaluations, documentation of disciplinary actions, pay entitlements, and all of the documents referenced in the “Commencement Checklist” in Section 3 - Article 3.10
2. The personnel files shall be maintained under security in the Finance Manager’s office. Only accessible by the Executive Director and Finance Manager.
3. Upon request each employee is entitled to review the contents of their own personnel file, including the (closed) portion.
4. Under no circumstances will an employee, immediate supervisor or other individuals be allowed to remove documentation from the personnel files. However, upon approval of the Executive Director a negative record documentation shall be removed in the presence of the employee, when one year has passed since the last recorded incident.

5. Personnel files shall remain in the Finance Office for at least three years after termination of the employee. A copy of the record can be released to the employee after written request is filed with the DFN office.
6. All personal files shall be archived after three years and to be stored for an additional four years period of time.

SECTION 3 – EMPLOYMENT POLICES

ARTICLE 16 – OUTSIDE EMPLOYMENT

An employee of the Dehcho First Nations may not hold another job or run a private business if these activities interfere with the employee's duties and responsibilities of their employment; or if information or services obtained through the Dehcho First Nations' position can be used for the personal benefit of the employee.

GENERAL PROVISIONS AND PROCEDURES

1. An employee who undertakes outside employment that is related to the business of the Employer, or that is political in any way, must obtain prior approval of the Executive Committee.
2. Secondary Students employed by the Dehcho First Nations are authorized to work no more than half time while being registered as a full time student.
3. Employees may not request, accept payment or other benefits for functions which are part of their duties other than the payment and benefits accruing to their position unless payment is donated to Dehcho First Nations.
4. Employees may not carry on any business or employment outside the Dehcho First Nations, in which they may be in conflict between their private interest and employment duties with Dehcho First Nations.

SECTION 3 – EMPLOYMENT POLICIES

ARTICLE 17 – LEAVE REQUEST FORM

All employees shall complete a leave form when applying for any type of leave to be approved by their immediate supervisor.

GENERAL PROVISIONS AND PROCEDURES

1. When applying for any type of leave, all employees regardless of job classification shall complete a leave form.
2. Once the employee has completed the leave form, it will be submitted to the Sr. Executive Administrator for verification of leave credits prior to approval.
3. Once leave credit is verified by the Sr. Executive Administrator, only then the immediate supervisor will sign off the leave form with or without pay.

SECTION 3 – EMPLOYMENT POLICIES

ARTICLE 18 – LATENESS/UNAUTHORIZED ABSENCES

Employees must adhere to attendance policy and any infraction will be subject to disciplinary action or leave without pay.

GENERAL PROVISIONS AND PROCEDURES

1. If an employee is unable to arrive on time then he/she must notify their immediate supervisor within fifteen minutes of the scheduled time as to when they are to arrive to work.
2. Employees who are late will be deducted 15 minutes of pay for each fifteen (15) minutes late.
3. Repeated lateness will result in disciplinary action.
4. Any employee who is not able to report to work as a result of an act of God will be allowed to be paid up to a maximum of three days on any occurrence. (Act of God i.e. heavy snowstorm, flood, earthquake, tornado, and naturally caused or accidental fire).
5. Any unauthorized absence shall be considered absent without leave (AWOL) and will not be paid for the time of absence. This matter is subject to disciplinary action.
6. The immediate supervisor shall document all absences and the documentation will be placed in the employee's personnel file.
7. An absence of five (5) or more consecutive working days without authorization from the immediate supervisor shall be deemed as "just cause" for

immediate dismissal. This is also known as abandonment of position.

8. A second offence, follow Policy Section 3 – Article 18.3 and would require a written reprimand by the supervisor.

SECTION 3 – EMPLOYMENT POLICIES

ARTICLE 19 - CONFLICT OF INTEREST FOR POLITICAL ACTIVITY

The Dehcho First Nations Personnel and Administration Policy contains provisions for political activity. All DFN employees have a duty to abide by these provisions.

The DFN Leadership has a duty to ensure that the Dehcho First Nations remain above reproach. This involves ensuring that Dehcho First Nations employees follow the political activity guidelines.

GENERAL PROVISIONS AND PROCEDURES

1. An employee is required to request in writing a leave of absence to the Executive Committee for approval before an employee can seek nomination as a candidate in a Federal, Territorial and/or First Nation's election.
2. The leave of absence is without pay and shall begin prior to an employee's declaration of candidacy and end on the day as agreed by the Executive Committee.
3. All allegations regarding violations of the "Conflict of Interest for Political Activity" guidelines must be referred to the Executive Committee.
4. If an investigation is required and the Executive Committee is convinced that an employee has contravened the "Conflict of Interest for Political Activity" the Executive Committee may discipline up to termination.
5. The employee running for office may not display or distribute Federal, Territorial or First Nations Election campaign literatures or other promotional materials in any office or premises belonging to the Dehcho First Nations unless the premises are leased residential premises.

SECTION 3 – EMPLOYMENT POLICIES

ARTICLE 20 – GUIDELINES FOR ADDRESSING COMPLAINTS AGAINST EMPLOYEES

Occasionally a supervisor may receive a written or witnessed complaint from another employee or public complaint on the performance of a DFN employee member. These complaints will be treated seriously and fully investigated in a manner that is sensitive to the importance of the issue and the rights of the worker whose performance is in question.

GENERAL PROVISIONS AND PROCEDURES

1. The person against whom the complaint is filed, will have the opportunity to meet with their immediate supervisor and the person making the complaint. They will have the opportunity to read all correspondences and to present their perspective on the issue.
2. The immediate supervisor has the option of withholding correspondences and preventing a face-to-face meeting between the person making the complaint and the person against whom the complaint is made if he/she believes this to be appropriate and has approval from the next level of management.
3. Any complaints against a DFN employee will be dealt with immediately by the Executive Director.

SECTION 3 – EMPLOYMENT POLICES

ARTICLE 21 – GRIEVANCE

Disputes between the Dehcho First Nations and employees are resolved through the Grievance Policy. Grievance is a statement of dissatisfaction. A Grievance is usually by an individual or management concerning the interpretation or application of a provision of a policy, regulation, direction, other instrument made or issued by the Dehcho First Nations. Grievances in dealing with the terms or conditions of employment, a provision of the Personnel and Administration Policy or Financial Policy, disciplinary action, dismissal and letter of discipline will be forwarded to the Executive Director.

Grievance Arbitration is the procedure by which a board or single arbitrator, acting under the authority of both parties hears both sides of the controversy and issues an award, usually in writing that is binding on the parties. This is an option for level 2 grievances.

GENERAL PROVISIONS AND PROCEDURES

1. Any employee may file a grievance related to conditions of employment, interpretation of this Policy, occupational health and safety issues or other employment related issues.
2. Nothing in this policy prohibits the employee from seeking remedies available under the Canada Labour Code or the common law.
3. All matters related to the grievance shall be confidential and shall involve only those parties to the grievance at hand. Any involvement of additional third parties shall be discussed with the immediate supervisor or the Executive Director.
4. The involvement of witnesses will be at the discretion of the immediate supervisor, Executive Director, or arbitrator.

5. An employee submits a written complaint through the formal grievance procedure. The employee makes a reasonable attempt to solve the problem through the immediate supervisor. The employee may also seek advice from an elder or their member organization.

6. The grievance process is a two level process:

Level 1: Grand Chief or Executive Director or the employee's immediate supervisor

Level 2: Executive Committee

The different levels of grievance procedures allow the matter to be examined by different persons.

7. The Executive Director provides advice on drafting a response to the grievance and the current practice of administering benefits or interpreting the Personnel and Administration and/or Financial Policies.

8. Employees may submit a grievance in writing within 10 days of the incident occurring. The Executive Director has the discretion to extend this timeline and within which the appropriate employer representative must respond to a grievance.

9. The time limits stipulated in the grievance procedures may be extended by mutual agreement between Dehcho First Nations and the employee. The time limits contained in the Personnel and Administration Policy is not mandatory, so if the grievance is filed late, is not invalidated. If a grievance is denied on timelines alone, an arbitrator can still examine the merits of the case.

10. An employee will present his/her grievance to the Chief Executive Officer or Executive Director in writing within ten (10) days of the incident occurring; with the exception of

grievances dealing with suspensions or termination of employment, which will be presented within two (2) working days after the suspension or termination notice.

11. The Executive Director will respond to all grievances, except those dealing with suspension or termination of employment, which will be reviewed by the Executive Committee.
12. If another employee is involved in the grievance, the Executive Director or the Executive Committee can request a written response from the Respondent employee. The Respondent shall have 10 days to prepare a written response if one is requested by the decision-maker.
13. If the matter cannot be resolved by the immediate supervisor or the Executive Director, the matter will be referred to the Executive Committee.
14. If the matter cannot be resolved by the Executive Committee, The grievor is entitled to a hearing, if he/she so requests. Grievances will be replied to within thirty (30) days of receipt of the grievance, or within thirty (30) days if a hearing is held. Time limits may be extended by mutual consent.
15. A grievance committee of at least three members can be established by the Executive Committee to resolve the dispute if not resolved by the Executive Committee. The committee must be one member of the Executive Committee, one staff member not involved in the grievance, and a third party mutually agreed to by the parties.
16. Any decision to resolve a grievance at any level will be made in writing and will be provided to the employee who made the grievance.

17. If the grievor agrees with the decision, they shall sign the written decision, indicating that they agree with the decision and that they consider the grievance resolved.
18. A copy of the resolved grievance will be placed in the employee's personnel file.
19. If an employee is not satisfied with the decision of the grievance committee it may be referred to arbitration. The arbitration is similar to a court proceeding but is less formal. The hearing itself normally lasts one day; however, depending on the issue being arbitrated and the number of witnesses that are heard, it may last several days. Both the Dehcho First Nations and the employee present their side of the matter. The arbitrator reviews the presentations, makes a decision that is binding on the employer and employee. Should either party of the grievance not abide by the award, a complaint may be filed with the courts and become an order of the court.
20. The grievance process outlined in the Personnel and Administration Policy allows the parties to settle disputes that arise regarding the interpretation of application of a provision of a Policy, regulation or direction made or issued by Dehcho First Nations in dealing with the terms or conditions of employment, a provision of the Personnel and Administration Policy or Financial Policy, disciplinary action, dismissal and letters of discipline.
21. If referred to arbitration, the arbitrator's decision regarding the complaint/grievance will be binding and final.

SECTION 3 – EMPLOYMENT POLICIES

ARTICLE 22 – RESIGNATION

An employee of Dehcho First Nations may resign at any time but is required to provide reasonable notice to Dehcho First Nations.

GENERAL PROVISIONS AND PROCEDURES

1. All Management level employees must give at least 30 days written notice of their intention to resign.
2. All other employees who choose to resign from their employment must provide a minimum of two weeks written notice in writing.
3. An employee who resigns is not entitled to severance pay.
4. Adjustments will be made on the last pay cheque for holiday pay, overtime/lieu time. If there is an overpayment or any amounts owing to the Dehcho First Nations, it will be deducted.
5. All letters of resignation shall be placed in the employees personnel file.

SECTION 3 – EMPLOYMENT POLICIES

ARTICLE 23 – HARASSMENT AND SEXUAL HARASSMENT

The Dehcho First Nations feels that every employee is entitled to employment free of sexual harassment or any other form of harassment. The Dehcho First Nations will make every reasonable effort to ensure that no employee is subjected to sexual harassment or harassment in the workplace.

The Dehcho First Nations defines sexual harassment as any unwelcome conduct, comment, gesture or contact of sexual nature or offensive nature that is reasonably likely to cause offence, humiliation or intimidation to any employee. The definition also includes any unwelcome conduct, comment, gesture or contact that might on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

GENERAL PROVISIONS AND PROCEDURES

1. Where an employee feels that he or she is being sexually harassed or harassed in the workplace, he or she may advise the individual causing the sexual harassment or harassment to stop the offensive behaviour.
2. If the unwelcome conduct persists, or if the employee who is the subject of it does not feel comfortable approaching the individual responsible, the employee should advise his or her supervisor of the problem.
3. An employee wishing to file a complaint of sexual harassment or harassment shall first discuss it with his/her immediate supervisor or person to whom his/her supervisor reports (depending on who the person responsible for the alleged sexual harassment or harassment is).

4. The immediate supervisor shall investigate the complaint, speak to the person responsible for the unwelcome conduct, and provide that person a chance to respond to the complaint. If the Respondent is made aware of the complaint, they are entitled to respond in writing to the complaint within a reasonable period of time (2 weeks).
5. If the immediate supervisor finds the complaint justified, the person responsible for the conduct shall be advised that the behaviour at issue is unacceptable and refer the matter to the Grand Chief or Executive Director. If the immediate supervisor finds the complaint to be without merit, an employee may still pursue his/her complaint with the Executive Committee.
6. The immediate supervisor will then file a written notice of the complaint with the Grand Chief or Executive Director.
7. The Dehcho First Nations will not disclose the name of the complaint or the circumstances related to the complaint to any person(s), unless disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation to the complaint, or by order of the Court.
8. The Dehcho First Nations will take disciplinary action, as it deems necessary against any person(s) found to have subjected another employee to sexual harassment or harassment (the Respondent to the Complaint). The action may include suspension with or without pay, demotion or dismissal.
9. An employee who is found to have made a malicious or vexatious complaint can be subject to disciplinary action, up to and including termination.

10. The ultimate responsibility for dealing with an allegation of sexual harassment or harassment lies with the Grand Chief or Executive Director.
11. In the case where the complaint is against a senior manager, the complaint shall be referred to the Executive Committee. Upon receiving a complaint, the Executive Committee shall ask to hear the complaint, including the complainant, the person allegedly responsible for the harassment, and any other individuals who may be involved.
12. The identity of the complainant and the respondent shall remain strictly confidential and will not be disclosed to anyone not involved in the process. After the hearing, if a sexual harassment or harassment complaint is found to be valid, the Respondent to the Complaint may be disciplined by way of suspension with or without pay, demotion or dismissal.
13. An employee disciplined for harassment may place a grievance as per the grievance policy.
14. Sexual harassment is a discriminatory practice under the *Canadian Human Rights Act*, and under the territorial *Human Rights Act*. Nothing in this policy shall prevent an employee subjected to sexual harassment in the workplace from seeking redress under this legislation.

SECTION 3 – EMPLOYMENT POLICIES

ARTICLE 24 – DRUGS AND ALCOHOL

To protect the health and wellbeing of the DFN and its employees, the abuse of alcohol and drugs is considered a serious threat to both the DFN and employees. Management and employees are equally responsible for maintaining a safe and healthy environment. For that reason, DFN has adopted this policy.

GENERAL PROVISIONS AND PROCEDURES

1. If an employee uses alcohol or non-prescribed drugs while on duty, the following action will be taken:
 - a) **First Time** – Automatic suspension but if the employee completes a treatment program, he/she will be eligible to return to work. Financial Assistance may be available for attendance at treatment.
 - b) **Second Time** – Automatic dismissal. If the employee remains sober and drug free for thirty (30) days and attends outpatient program, the person will be eligible for rehire.
 - c) **Third or following times** – Same as above except that the sobriety and drug free time period keeps doubling.
2. The above noted steps are discretionary and the employer is committed to accommodating those employees with serious alcohol or drug dependencies in accordance with its obligations under the Canada Labour Code and the common-law.
3. All supervisors have the authority to enforce this alcohol and drug policy but all action must be documented and placed in the employee's personnel file. These actions must be

reported to Executive Committee at their next upcoming meeting.

GUIDELINES FOR SUPERVISOR

4. Supervisors are responsible for taking appropriate action any time an employee's behaviour or performance raises any questions about the employee's physical condition or ability to do the job properly and safely. The performance of each employee is important to DFN.
5. Employees should be aware that if they have a problem with drugs or alcohol, it is in their own best interest to contact the Employee Assistance Program, and to report the issue to the employer so that an accommodation plan may be developed.
6. Supervisors should be aware that to ignore or avoid performance problems; whatever the cause is contrary to the best of both DFN and employee.

SECTION 3 – EMPLOYEE POLICIES

ARTICLE 25 – ZERO TOLERANCE OF WORKPLACE VIOLENCE

Dehcho First Nations (DFN) prohibits threats and acts of violence or intimidation of any kind between staff, members, and visitors, irrespective of who initiates the acts. DFN does not condone lateral violence and encourages staff to treat each other with honesty, integrity and respect.

Any DFN staff who is the subject of, or witness to a suspected violation of this policy has the right and responsibility to enforce this policy when, in their judgment, it is necessary to do so.

Any DFN staff found to be in violation of this policy shall be subject to disciplinary action, up to and including termination pursuant to applicable sections of Personnel and Administration Policies.

Where warranted, reporting to professional sanctioning bodies and/or prosecution under the Criminal Code of Canada will be sought.

Although prohibition of lateral violence is not within DFN's scope of authorization, DFN acknowledges that lateral violence is a form of violence and does not condone it.

DFN encourages and expects its staff to self-regulate lateral violence

PURPOSE:

- To provide a safe environment for staff and members, free of intimidation, threats and acts of violence
- To provide definitions of intimidation, threats of violence, acts of violence and lateral violence

- To describe processes and procedures for staff and members
- To outline individual roles and responsibilities
- To foster a culture of safety within the organization

GENERAL PROVISIONS AND PROCEDURES

1. Where reasonable, staff is encouraged to take pro-active steps to address the workplace intimidation or violence. Staff should attempt to:
 - a. Listen attentively until the individual has expressed his/her concerns.
 - b. Empathize by showing genuine concern and support. Paraphrase what has been communicated.
 - c. Avoid justifications, lengthy explanations for the individual's allegations and avoid appealing for understanding from the individual.
 - d. Gather information, review the facts and sum up the understanding of the problem. Explore options with the individual to resolve the situation.
 - e. Take action. Identify a course of action and help the individual implement the course of action if required.
2. Where it is not reasonable to take the pro-active steps to address the workplace intimidation or violence, staff is to ensure immediate safety, which may mean moving from the area to the closest secured area.
3. If the situation warrants additional response, call the local RCMP dispatch and inform them of your need for immediate assistance and clearly identify your location.
4. Staff is to contact the Immediate Supervisor as soon as able.

5. Allow the RCMP to address the workplace intimidation or violence. Staff has a right to file a complaint with the RCMP against the violent person who is in violation of this policy. Discuss it with the RCMP that comes to your assistance.
6. Report all threats of violence and acts of violence to the local RCMP. If uncertain about this, discuss with your Immediate Supervisor.
7. Report the situation on the Unusual Incident Report form (Appendix B). Forward this report to your Immediate Supervisor or Manager/Designate without delay.
8. Once the situation is over, the Manager/Designate will assess if the staff is able to resume duties and whether there is a need for debriefing. If debriefing is required, the Manager/Designate will arrange a debriefing session.
9. Should staff feel they cannot resume his/her duties for that shift, and if essential, the Manager/Designate will replace him/her with another staff to fill their duties for the remainder of the shift/day.
10. A nurse or doctor will see the staff in the event he/she is physically injured. This health care provider and the Manager/Designate and the staff will complete and submit the appropriate form(s) to the Worker's Safety and Compensation Commission (WSCC) within the required timeframe. These forms and required timeframes are located on the Worker's Safety and Compensation Commission web site at <http://www.wcb.nt.ca/>.
11. All reports of workplace intimidation or violence will be investigated promptly, impartially and as confidentially as possible.

12. Staff is required to cooperate in any investigation.
13. Any form of retaliation against staff for making a bone fide report concerning workplace intimidation or violence is prohibited and such retaliation must also be reported.
14. If after investigation, it is determined that a report was falsely or maliciously made, the staff making the report will be subject to disciplinary action up to and including termination, as well as prosecution under the Criminal Code of Canada.
15. Staff who are victims of domestic or nonworking-related violence, or who believe they are potential victims of such violence, and fear it may enter the workplace, are encouraged to notify their Immediate Supervisor.
16. In exceptional circumstances, staff can choose to make a complaint to a senior staff member other than their supervisor.

ROLES AND RESPONSIBILITIES:

Staff

1. Staff is responsible for reading this policy and being aware of lateral violence.
2. Staff is responsible for ensuring their own personal safety.
3. Staff is responsible for protecting the safety of clients, visitors and co-workers.
4. Staff who experience observe or have knowledge of actual or threatened intimidation or violence, have a right and responsibility to report the situation as soon as possible.

5. An Unusual Incident Report on any Zero Tolerance of Workplace Violence issue must be completed within 24 hours. Quality and Risk Management is available to assist with completion of the Unusual Incident Report if needed.
6. For a case of an actual or imminent violent act or threat of violent behaviour, the Immediate Supervisor, and/or the RCMP should be called.
7. Staff is responsible for contacting their Immediate Supervisor at all reporting stages of any issue.

Immediate Supervisor/Designate

1. Immediate Supervisor/Designate is responsible for reading this policy and being aware of lateral violence.
2. Immediate Supervisor/Designate is responsible for ensuring the safety of staff and patients/clients.
3. Immediate Supervisor/Designate is responsible for contacting their Manager/Designate.
4. Immediate Supervisors/Designate is responsible for ensuring staff complete the Unusual Incident Report.
5. Immediate Supervisor/Designate is responsible for investigating and initiating appropriate action, which may include encouraging staff to access the Employee Assistance Program (EAP) and/or report the incident to the RCMP.

Manager/Designate

1. Manager/Designate is responsible for reading this policy and being aware of lateral violence.
2. Manager/Designate will assess if the staff is able to resume duties and whether there is a need for stress debriefing.
3. Manager/Designate should encourage staff to access the Employee Assistance Program (EAP) and report the workplace intimidation or violence to the RCMP immediately.
4. Manager/Designate is responsible for requesting the Zero Tolerance of Workplace Violence Policy letter (Appendix B) from Executive Director.

Executive Director (ED)/Designate

1. The ED/Designate is responsible for reading this policy and being aware of lateral violence.
2. The ED/Designate sends the Zero Tolerance of Workplace Violence Policy letter with copies to appropriate parties, including appropriate supervisors. Letters are handled on a case-by-case basis. Where the abusive behaviour is repeated, the individual is advised that services will henceforth be modified or withdrawn by the worker's Immediate Supervisor, until the person is able to prove that the behaviour will not re-occur.
3. The ED/Designate consults on investigation and subsequent action.

4. The ED/Designate monitors and tracks violations of the Zero Tolerance of Workplace Violence Policy.
5. The ED/Designate audits adherence to the Zero Tolerance of Workplace Violence Policy.
6. The ED/Designate recommends policy and procedure changes as necessary.

Appendix B: Unusual Incident Report: Zero Tolerance of Workplace Violence (page 141)

Appendix C: Zero Tolerance of Workplace Violence Policy Letter (page 143)

SECTION 3 – EMPLOYEE BENEFITS

ARTICLE 26 – WINTER TRAVEL

Dehcho First Nations is committed to winter traveling safety and minimizing the risk of injury to its employees, other employees and members of the public. Dehcho First Nations will ensure that its employees have the information, equipment and resources necessary to eliminate or minimize their exposure to winter travel hazards.

GENERAL PROVISIONS AND PROCEDURES

1. Before approving any work-related driving in winter, supervisors should determine:
 - If work task can be accomplished by using other means of travel i.e. conducting business by phone, email, video conference or public transportation
2. If winter weather driving is required, the supervisor with input from the employee will:
 - Assess weather and road conditions (freezing or below freezing temperatures, significant rain, fog, reduced daylight, snow covered roads, black ice, etc.) where company driving will occur and where necessary, modify driving activities i.e. allowing for more travel time, postponing travel during adverse winter weather
3. It is the responsibility of the employee to comply with this policy and the NWT Motor Vehicle Act and Regulations.

4. It is the responsibility of the employee to drive safely for the road conditions i.e. not exceeding posted speed limits, reducing speed where necessary and increasing the distance between the vehicle and other vehicles on the road.

5. A winter emergency kit will be provided when traveling by vehicle for duty travel. It will be the responsibility of the employee to ensure everything listed is in the bin and vehicle:
 - Spare tire, wheel wrench and jack
 - First Aid kit
 - Sand or kitty litter
 - Fuel-line antifreeze
 - Matches, candles and can
 - Flashlight and Flares
 - Winter Survival Kit:
 - Tow strap
 - Fleece Blanket
 - Shovel and traction aid
 - Hat
 - Booster cables
 - Knit gloves
 - Headlamp and warmers

6. It is the responsibility of the employee to place the Winter Emergency kit in the vehicle being used for the duty travel and/or into the office upon return. Must be signed out.

7. A twin engine aircraft is to be used when the weather is minus 30°C for Leaders and employees when traveling on behalf of Dehcho First Nations' business

SECTION 4 – EMPLOYEE BENEFITS

ARTICLE 1 – LEAVE POLICY

Leave is any authorized absence with or without pay during scheduled work hours. The DFN reserves the right to appoint or employ additional employees to serve in a temporary position in place of a regular employee who is on official leave.

GENERAL PROVISIONS AND PROCEDURES

1. The transfer of accrued leave of any type from one employee to another is not permitted.
2. Request for any type of leave must be verified if applicable and approved in advance. A copy of the leave form(s) will be attached to the employee's time sheet and the original kept in the Sr. Executive Administrator's files (*See Appendix C*)
3. Absence without leave (AWOL) is an unauthorized absence without pay and shall be subject to disciplinary action.
4. An absence of five (5) days or more consecutive working days without authorization from the immediate supervisor shall be deemed abandonment of position and dealt with according to the Disciplinary Policy (*See Section 5 of policy*)
5. The immediate supervisor shall record all absences and placed in the employee's personnel file. Payroll will be deducted accordingly.

6. Any employee who is not able to report to work as a result of an act of God (heavy snowstorms, tornado, naturally caused or accidental fire, floods, or earthquake) will be allowed to be paid up to a maximum of three (3) working days, pending approval from an employee's direct supervisor or the Executive Director.

SECTION 4 – EMPLOYEE BENEFITS

ARTICLE 2 - ANNUAL LEAVE

For each month of a fiscal year in which an employee receives 10 days' pay they shall earn Annual Leave.

GENERAL PROVISIONS AND PROCEDURES

1. All regular employees accrue annual leave from the date of employment, but no annual leave may be taken until the completion of their probationary period. Special circumstances will apply if approved by the Executive Director for all staff and by the Executive Committee for the Grand Chief and Executive Director.
2. Annual leave is accrued at the following rates:
 - a) 1-2 years of continuous employment
8.75 hours per month (1.25 days)
 - b) 3 – 5 years of continuous employment
11.69 hours per month (1.67 days)
 - c) 6 – 10 years of continuous employment
14 hours per month (2 days)
 - d) 11 – 19 years of continuous employment
16 hours per month (2.29 days)
 - e) 20+ years of continuous employment
20 hours per month (2.86 day)
3. An authorized holiday falling within an employee's approved leave will not be counted as annual leave time.
4. Annual leave for permanent part-time employees is accrued on a prorated basis, unless otherwise stated in their letter of offer. Permanent part time employees will earn annual leave according to the same schedule

but at the rate proportional to the number of hours worked per month compared to a full time work month.

5. Casual employees shall earn annual leave at a rate of 4% of their hourly wages and shall have it paid out bi-weekly with their regular pay.
6. It is policy of the DFN that all employees take annual leave. It is the responsibility of the employee's supervisor to require their personnel to take vacations during the year in which leave is earned. Payment of money in lieu of accrued leave will not be permitted, unless approved by the Executive Director. All annual leave earned during a fiscal year must be taken by way of time off. In a critical work situation an employee may make an application to the Executive Director at least six weeks prior to the fiscal year end to have annual leave credits paid out. If the employee is waiving their entitlement to the time off portion, their request must be received in writing.
7. The Executive Director may make a decision to payout annual leave credits based on defined criteria.
8. Annual leave maximum carryover per year is 35 hours. If the hours are in excess of the carryover amount, accrual of annual leave will cease until annual leave balances recedes to 35 hours or less at which time the accrual will again commence. Written permission of the Executive Director is necessary to carry forward vacation leave from one year to the next. Maximum is 5 days of annual earned vacation credits [carry forward and current year] must be used in the next fiscal year. This permission will only be granted in exceptional circumstances.

9. All employees who have completed their probationary period and are terminated from employment, shall be entitled to payment for accrued annual leave. In no case shall payment be for more than the maximum accumulation. In case of death, compensation for accrued annual leave shall be paid in the same manner that salary due is paid.
10. All annual leave must be applied for in writing and approved by the Executive Director or immediate supervisor.
11. The Sr. Executive Administrator shall maintain a chart of vacation schedules for all employees. This will help to ensure that vacations are scheduled in a way that will enable the administration to meet their responsibility during employee absences.
12. The Grand Chief must apply for annual leave in writing to the Executive Committee for periods of leave in excess of five working days.

SECTION 4 – EMPLOYEE BENEFITS

ARTICLE 3 – CASUAL LEAVE

Employee may be granted casual leave with pay to a maximum of two (2) hours per month. This leave is to enable an employee to attend appointments or to deal with unforeseen contingencies that may arise at the Executive Director's discretion

GENERAL PROVISION AND PROCEDURES

1. Whenever it is necessary for an employee to attend his/her medical, dental, legal and appointments with schools during work hours, proof of appointment is required and should be attached to leave request form.
2. Casual leave is not to be used for personal errands.
3. The Executive Director may grant an employee additional leave for other purposes of a special or unusual nature, leave shall be without pay or charged against accumulated holiday credits.
4. Misuse of casual leave may result in disciplinary action up to and including termination.

SECTION 4 – EMPLOYEE BENEFITS

ARTICLE 4 – COMPASSIONATE LEAVE

Compassionate leave is available to all employees who need to provide active compassionate care or support for a terminally ill family member.

GENERAL PROVISIONS AND PROCEDURES

1. All employees must make best efforts to provide a minimum of two (2) week notice, if possible when applying for compassionate leave.
2. All employees must complete the appropriate form for leave, verified by the Sr. Executive Administrator and approved by the Executive Director before employee is to be absent from work. Medical evidence of the illness, in accordance with subsection 3, must be attached to the leave request form.
3. All employee who must be absent from work to provide care or support to a gravely ill family member with a significant risk of death within twenty-six (26) weeks shall be granted eight (8) weeks of unpaid leave.
4. After expiration of the eight (8) weeks, the employee is then eligible to apply for Compassionate Care Benefits, as outlined in the Compassionate Care Benefits section of the Employment Insurance Act legislation, without penalty or loss of seniority to employment.
5. Where special circumstances not directly attributable to the employee, preventing his/her reporting to work, including:

- a) Where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for his/her dependents;
 - b) The sick person residing in his/her home;
 - c) Where a member of the immediate family residing outside the employee's community of residence becomes seriously ill; and
 - d) An employee being the medical escort for a member of his/her immediate family, the employee may be grand for non-elective medical.
6. Leave of absence in excess of three (3) consecutive working days for the above purpose may only be granted with the Executive Director approval.
7. The employee must present a medical certificate stating that their family member has a serious medical condition with a serious risk of death.
8. All employees must provide a minimum of 48 hour notice of expected return to work.
9. This policy may change to accommodate changes in the provincial/federal legislation concerning compassionate leave.

SECTION 4 – EMPLOYEE BENEFITS

ARTICLE 5 – CULTURAL LEAVE

Employee will have to access to cultural leave credits up to a maximum of five days per year. The DFN may grant leave accumulated with pay for a period of five (5) consecutive days upon approval.

GENERAL PROVISIONS AND PROCEDURES

1. Cultural leave is for the time spent by the employee during the year to renew themselves and their relationship with the traditional lands. This time may be used for hunting and harvesting.
2. All employees must provide a minimum of two (2) weeks notices when applying for Cultural leave.
3. All employees must complete the appropriate form for leave, verified by the Sr. Executive Administrator and approved by the Executive Director before employee is to be absent from work.
4. All employees who do not wish to access cultural leave will report to work as regular and normal duty requires.
5. If cultural leave is accessed and the employee does not spend time on-the-land, the employee will not receive the leave as paid leave.
6. Cultural leave credits will not be paid out to an employee.

7. Abuse of this policy will result in discipline up to and including termination of employment.
8. There is no carry over benefit for cultural leave.

SECTION 4 – EMPLOYEE BENEFITS

ARTICLE 6 – EDUCATION LEAVE

After three (3) consecutive years of employment an employee shall be eligible to apply for unpaid education leave of varying periods to attend a recognized training institution that directly relates to the employee's employment. Educational leave can be renewed at the employer's discretion or by mutual agreement.

If such leave is granted, the employee shall be committed to return to work for minimum of time equal to that, which was granted for his/her education leave without penalty or loss of seniority to employment.

GENERAL PROVISIONS AND PROCEDURES

1. All employees must provide a minimum of four (4) weeks' notice to the Executive Committee when applying for educational leave.
2. When an employee takes educational leave, DFN will make an effort to give the employee his/her previous position back or give the employee a new position (depending on funding and programs available). The employer cannot guarantee that a position will be available on return after educational leave.

SECTION 4 – EMPLOYEE BENEFITS

ARTICLE 7 – JUDICIAL LEAVE

All employees shall be eligible to apply for leave of absence to serve on jury, to attend court by subpoena or summons, or to attend as a witness in any court proceeding for the time required.

Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or suspension.

GENERAL PROVISIONS AND PROCEDURES

1. All employees must complete the appropriate form for leave and approved by the Executive Director before employee is to be absent from work.
2. To be considered for paid leave, the court appearance fee will be paid to DFN or deducted from the employee's daily rate or pay.
3. Where an employee is required to appear in court for personal reasons either as a plaintiff or as a defendant, leave shall be without pay or charged against accumulated holiday credits.

SECTION 4 – EMPLOYEE BENEFITS

ARTICLE 8 – LEAVE WITHOUT PAY

All leave without pay is discretion and is subject to a supervisor's approval and the operational requirements of the Employer.

GENERAL PROVISIONS AND PROCEDURES

1. All employees must complete the appropriate form for leave prior to the request and should indicate not only the requested dates of absence but also the reason for the request.
2. The Executive Committee must approve the Grand Chief leave without pay.
3. Unless negotiated ahead of time with the Executive Committee, the DFN cannot guarantee an employee taking a long period of leave without pay will be able to return to his/her same position.
4. Leave is without pay if an employee is running for Public Office.
5. Leave is without pay if an employee is taking leave to work for another employer or if the employee is being paid to sit on a board or committee.

SECTION 4 – EMPLOYEE BENEFITS

ARTICLE 9 – MATERNITY LEAVE

An employee who has completed six (6) month of continuous employment shall be entitled to a maximum of seventeen (17) weeks of unpaid maternity leave.

At the request of the employee, maternity leave may:

- a) Commence at any time from eleven (11) weeks prior to the specified date of delivery.
- b) Require the leave without pay to start when duties cannot be reasonable performed or work is affected on account of pregnancy.

If the employee gives birth after her due dates, she shall be entitled to an additional leave period equivalent to the number of days after the date that she gives birth.

Maternity leave may be extended to six (6) weeks if the birth mother is unable to return to work for complication related to the pregnancy.

Where an employee returns to work upon taking maternity leave, she shall return to the same position she held prior to the commencement of maternity leave, without loss of seniority, wages, or benefits accrued to the commencement of maternity leave.

GENERAL PROVISIONS AND PROCEDURES

1. All employees must complete the appropriate form for leave.
2. All employees must provide a minimum of at least four (4) weeks' notice when applying for maternity leave and two (2) weeks' notice if returning to work prior to the seventeen-week leave after giving birth.

3. Maternity leave will be granted and approved by the Executive Director.
4. All employees must request one (1) week in advance for extension of maternity leave.
5. The employer is not required to maintain the employee's benefits while she is on leave.
6. A pregnant or nursing employee may request modification or reassignment of duties if the health of her unborn/newborn child is put at risk because of work functions.
7. While on maternity leave, the employee will not accumulate leaves such as sick or annual leave benefits.
8. An employer cannot lay-off, dismiss, discipline or suspend an employee because he/she has applied for or taken maternity leave.
9. This policy may change to accommodate changes in the provincial/federal legislation concerning maternity leave.

SECTION 4 – EMPLOYEE BENEFITS

ARTICLE 10 – PARENTAL LEAVE

A full-time employee who has completed six (6) months of continuous employment shall be entitled to a maximum of 37 weeks of unpaid parental leave, which must be taken within the 52-week period after the child is born or comes into the employee's care.

Parental leave can be taken by an employee if she and/or he becomes a natural or adoptive parent under applicable adoption laws.

Parental leave can be shared by two employees, mother and father but the collective period of leave with respect to the same birth, shall not exceed 37 weeks, which include the 2-week Employment Insurance (EI) waiting period.

Where an employee returns to work upon taking parental leave, she/he shall return to the same position she/he held prior to the commencement of parental leave, without loss of seniority, wages, or benefits accrued to the commencement of parental leave.

GENERAL PROVISIONS AND PROCEDURES

1. Parental leave will be granted and approved by the Executive Director.
2. All employees must complete the appropriate form for leave.
3. All employees must provide a minimum of four (4) weeks notices when applying for parental leave.

4. In the event an employee has already taken maternity leave and also choose to take parental leave, she may be required to take parental leave immediately following the end of her maternity leave.
5. In the event that a child is placed under the employee's custody, care and control (foster/grandchildren), the employee may require parental leave, which may be placed for review and consideration by the Executive Director.
6. The employer is not required to maintain the employee's benefits while she/he has applied for or taken parental leave.
7. The employer cannot lay-off, dismiss, discipline or suspend an employee because he/she has applied for or take parental leave.
8. This policy may change to accommodate changes in the provincial/federal legislation concerning parental leave.

SECTION 4 – EMPLOYEE BENEFITS

ARTICLE 11 – SICK LEAVE

All full time employees, who have been employed longer than three months, shall be granted paid sick leave when the employee is unable to perform his/her duties due to illness or injury, provided that the employee has the necessary sick leave credits.

GENERAL PROVISIONS AND PROCEDURES

1. All employees shall earn sick leave credits at the rate of 1.25 days (8.75 hrs.) per month for which he/she receives pay for at least 10 days. There will be no limit to the amount of sick leave accrued. In addition, sick leave may be carried over into the new fiscal year.
2. Sick leave credits accrue from the date of hire, but shall not be granted during the employee's probationary period.
3. Any illness or injury causing absence of an employee must be reported to Management as soon as possible, on the first day of absence. Employee shall indicate when he/she expects to return to work. An employee must file a leave form stating that due to his/her illness or injury that he/she was unable to perform his/her duties.
4. The Employer reserves the right at all times to demand proof of illness.
5. An employee who must be absent from work due to illness or injury must make every effort to report to employer within the first FIFTEEN minutes, if possible.

6. Any absence from work due to illness or injury for three (3) consecutive days or more must be supported by a medical certificate.
7. All absence on account of illness or injury on a normal work day shall be charged against the employee's accumulated sick leave credits. The sick leave will be granted with pay provided that it is justified and the employee has the necessary sick leave credits.
8. Accumulated sick days will not be paid out upon termination of employment.
9. Recognized holidays, which fall within the period of sick leave will not be charged against the employee's accumulated sick leave credits.
10. An employee is not eligible for sick leave with pay for any period during which he/she is on leave of absence without pay or under suspension.
11. When the employee becomes ill or injured beyond 10 days, either short term or long term disability may come into effect. In this case, it will be the responsibility of the employee to apply for Workers' Compensation.
12. DFN will not dismiss, suspend, lay off, demote or discipline an employee who is absent from work due to illness or injury when:
 - a) The employee has completed (3) three consecutive months of continuous employment with DFN prior to absence.
 - b) The period of absence does not exceeds 12 weeks; the employee provides a medical certificate from a qualified medical practitioner certifying that the employee was incapable of

working due to illness or injury for a specified period of time and the specified time coincides with the absence of the employee from work.

13. Under the discretion of the Executive Director, sick leave may be used when an employee's immediate family who is seriously ill or dies. Immediate family is defined in *Section 1 Article 4.20*.
14. Sick leave may be granted to the employee to attend medical, dental and/or optometric appointments or referrals out of town on the basis they provide proof of their appointment at the discretion of the Executive Director.
15. Misuse of sick leave may result in disciplinary action up to and including termination of employment.

SECTION 4 – EMPLOYEE BENEFITS

ARTICLE 12 – SPECIAL LEAVE

All Employees who have completed three (3) months of employment or more shall be granted up to five (5) days leave of absence with pay per fiscal year. Special leave will not apply to casual or term employees.

For the purpose of this Article, immediate family is defined as an employee's father, mother, step-parent, brother, sister, spouse, common-law spouse, child, step-child, foster child, father-in-law, mother-in-law, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any relative permanently residing in the employee's household or with whom the employee presently resides.

GENERAL PROVISIONS AND PROCEDURES

1. All employees must complete the appropriate form for leave, verified by the Sr. Executive Administrator and approved by the Executive Director before employee is to be absent from work. Where possible, an employee shall provide at least 14 days' notice of their request for leave.
2. The employer shall grant special leave earned with pay for a period of up to five (5) (unless otherwise stated) consecutive working day:
 - a) When there is a death in the employee's immediate family. The employee may be granted up to three (3) additional days of special leave for the purpose of travel;
 - b) Serious household or domestic emergencies
 - c) Member of your immediate family becomes ill (not including childbirth) and you must care for

dependant or for the sick person residing in the employee's home.

- d) In the case of the employee being medical escort for a member of their immediately family, the employee may be granted special leave for non-elective medical. A signed certificate or proof of medical travel is required for medical travel in order for this to be paid leave. A copy of this is to be attached to the leave form.
 - e) Transportation problems caused by weather. The employee is to make every reasonable effort to report for duty;
 - f) Serious community emergencies, where the employee is required to render assistance;
3. You will be granted up to three days of special leave for the birth or adoption of a child or marriage
 4. Special leave of two days with pay may be taken for the death of Elders, life-long friend and First Nations dignitaries. Additional days may be taken on request using other accumulated leave.
 5. Additional time may be granted as leave without pay at the employee's request.
 6. Special leave will not be paid out upon termination of employment.
 7. This benefit does not carry over if unused.

SECTION 5 – DISCIPLINE

ARTICLE 1 – DISCIPLINARY ACTIONS

Section 5 for disciplinary actions was established to ensure productivity and professionalism among staff and to effect change in employee work habits and performance.

This process for disciplinary action shall take effect when employees are in violation of written policies and procedures, when employees continue to be in violation of written policies and procedures or whose actions are harmful to the business and overall interest of the Dehcho First Nations.

GENERAL PROVISIONS AND PROCEDURES

1. The Executive Committee and/or Executive Director may discipline or dismiss an employee. The seriousness of the concern will determine the level of action taken.
2. If the employee does not agree with the disciplinary action taken against him/her, the employee may appeal this action to the supervisor and Executive Director and then to the Executive Committee. Any decision of the Executive Committee is binding and final.
3. If the employee is found to be wrongfully suspended without pay he/she will be reimbursed for pay lost.
4. All correspondence will be placed in the employee's personnel file.
5. Please refer to the following section and articles for further disciplinary actions.

SECTION 5 - DISCIPLINE

ARTICLE 2 – VERBAL REPRIMAND (FIRST WARNING)

The supervisor will arrange a private meeting with the employee to discuss the concern in confidence and to extend a verbal (first) warning to the employee. The employee will have the opportunity to provide feedback on the situation and issue(s) being discussed.

GENERAL PROVISIONS AND PROCEDURES

The supervisor will proceed with the following steps:

1. Identify the unacceptable behavior/performance, which will include the problems or issues at hand, the duration and frequency of the problem and an explanation of why it is unacceptable.
2. Clarify the expectations of the organization.
3. Mutually discuss and agree on methods for improvement utilizing internal or external assistance if necessary (such as Employee Assistance Program)
4. Mutually set realistic timeframe and actions for change.
5. Dates of the verbal (first) warning and the discussion will be documented and placed in the employee's personnel file.

SECTION 5 - DISCIPLINE

ARTICLE 3 – LETTER OF REPRIMAND (SECOND WARNING)

The supervisor will arrange a private meeting with the employee if there is no improvement in the employee's behavior/performance, if there is a breach of agreement as previously recorded or if a more serious infraction occurs after the first warning.

GENERAL PROVISIONS AND PROCEDURES

The supervisor will proceed with the following steps:

1. Identify the unacceptable behavior/performance and explain why it is unacceptable.
2. Clarify the expectations of the organization, provide details of the mutually agreed upon steps of the first meeting and discuss the severity of this second warning.
3. Review methods of improvement and sources for assistance.
4. Specify timeframes and actions for change.
5. Provide clear notification that failure to comply with corrective action and maintenance of work performance will result in suspension and/or further disciplinary action.
6. The dates of written (second) warning and the discussion will be documented. Provide written notice to the employee and copy in the employee's personnel file.

SECTION 5 - DISCIPLINE

ARTICLE 4 – SUSPENSION (THIRD AND FINAL WARNING)

If the employee continues to breach the agreement, the employee may be placed on suspension for a period of up five (5) days without pay. The length of suspension depends on the seriousness of the infraction at the discretion of the Executive Director. The employee may be placed on disciplinary probation upon return to work.

GENERAL PROVISIONS AND PROCEDURES

1. The supervisor will arrange a private meeting with the employee to explain circumstances surrounding the suspension. A letter of suspension signed by the employer will be given to the employee at the meeting. This letter must entail the following: identify reasons for the suspension, start and end date of suspension. In the event a meeting is not possible, the letter of suspension will be hand delivered to the employee or sent by registered mail.
2. Repercussions if the behavior continues when employee returns to work (termination).

SECTION 5 - DISCIPLINE

ARTICLE 5 – DISMISSAL

An employee will be subject to dismissal as a last step to the progressive discipline process and will be considered only when the employee fails to respond to the preceding disciplinary measures.

GENERAL PROVISIONS AND PROCEDURES

1. All notices of termination will require a letter to employee that states the reason for termination and the effective date of the termination. The letter will either be hand delivered or sent through registered mail.
2. The termination letter to the employee will include the employee right to appeal.
3. The Executive Committee must be made aware of all terminations of employment via teleconference or face to face meetings.
4. All employees who are dismissed for just cause will not be entitled to receive notice of termination or payment for years of services (i.e. no payment in lieu of notice or severance pay).

SECTION 5 - DISCIPLINE

ARTICLE 6 – AUTOMATIC DISMISSAL

An employee will be subjected to automatic dismissal through *just cause*, in cases where serious and/or major infractions have taken place. Progressive disciplinary measures will not be implemented in such cases and the employee will be dismissed with or without written warnings.

Automatic dismissal of an employee will be conducted in a professional, discreet and polite manner to avoid additional inconvenience or embarrassment to the employee.

GENERAL PROVISIONS AND PROCEDURES

1. Automatic dismissal will include but not be limited to the following situations of serious misconduct and/or major infractions which constitute just cause:
 - a) Theft or unauthorized possession of DFN property.
 - b) Fraud and/or falsification of personnel records, time sheet or other records.
 - c) Wilful destruction of DFN property.
 - d) Endangered the safety of fellow employees through incompetence or negligence.
 - e) Physical violence while on duty.
 - f) Use of non-prescription drugs and/or alcohol while on duty.
 - g) Conviction of an indictable offence or criminal charges that adversely affect the job.
 - h) Criminal activity or conduct prejudicial to the DFN and/or operations.
 - i) Insubordination; failure to carry out legitimate instructions or duties.

- j) Releasing confidential information without proper authorization.
 - k) Unauthorized absence in excess five (5) days or abandonment of job.
 - l) Complete refusal to perform duties as outline in job description.
 - m) Misconduct while on official travel duty, including nonattendance and credit card abuse.
2. Breach of employment contract can lead to automatic dismissal without requiring reasonable notice or pay in lieu of notice.
 3. The Executive Committee must be made aware of all dismissals.

DEHCHO FIRST NATIONS

FINANCIAL POLICY AND PROCEDURES

The next section of this DFN Personnel and Administration Policy will cover the financial management and administration of the Dehcho First Nations.

FINANCIAL POLICY AND PROCEDURES

Subject: Purchase Orders

Policy No: 200.10

Issued:

Policy

The DFN would like to maintain consistent standard format on authorizing Purchase Orders for financial commitment.

Procedures

1. All financial purchases shall be authorized by a purchase order.
2. All purchase orders must have one signature as per signing authority policy.
3. The issuing department is responsible for ensuring the funds are available.
4. Each item to be purchased shall be identified on the purchase order along with the price as quoted by the supplier.
5. The Grand Chief and Executive Director shall not approve an item on a purchase order unless funds are provided for the item is in the budgets. On approval of the Grand Chief or Executive Director, items not identified in the budget but are necessary to complete the goals and objectives of the program will be accepted within the spending limits of the policy.

Responsibility

Program Coordinators

Monitored By

Finance Manager

Executive Director

FINANCIAL POLICY AND PROCEDURES

Subject: Salary Classification

Policy No: 300.03

Issued:

Policy

The Dehcho First Nations adheres to the following classification.

Procedures

1. Entry qualifications for each position are defined in the approved job description for that specific position. No employee may be hired into a position if they fail to meet all of the minimum qualifications for the position. The Executive Committee must first approve any exceptions to this policy.
2. The salary level of an employee will be based upon the number of years of directly related experience. All salaries must be within the salary range for the classification established by the Executive Committee.
3. Salary increments are not based upon employee performance.
4. The Executive Director or designate has the discretion to adjust an employee's salary. This adjustment should occur only once a year and on the month the employee commenced employment.
5. If an employee within the DFN is the successful candidate in a competition for a higher level position, their salary will be adjusted as per the policy outlined in this section. However, if the entry level salary for the new position is lower than the salary received in their former position, a further adjustment of 5%-10% may be made providing this adjustment falls within range for the new position and the Dehcho First Nations' budget.

6. Probationary period for management, supervisory, program coordinators and DFN Administration staff is three months.
7. Probationary periods only apply to new employees. Existing employees who are promoted can be placed on probationary status.
8. Employees who commence either maternity or disability leave during the probationary period, will be required to restart the probationary period upon their return.
9. All salaries must fall within the approved salary grid established by the Executive Committee. The Executive Committee must first approve any proposed salaried outside of this range.

Responsibility

Executive Director

Monitored By

Executive Committee

FINANCIAL POLICY AND PROCEDURES

Subject: Personnel Records

Policy No: 300.04

Issued:

Policy

The DFN shall maintain confidential personnel file on each individual employee of the DFN. The personnel records are the property of the Dehcho First Nations and not the employee.

Procedures

- 1.** Access to Personnel Records
 - a)** The Executive Director will have unlimited access to personnel records.
 - b)** No employee may have access to the personnel records of an individual of higher authority.
 - c)** Program Coordinators have access to records of employees under their supervision.
 - d)** Written request for access to personnel records must be made by the employee to the Program Coordinator or Executive Director. It can be reviewed in the presents of any of the above.
 - e)** Upon receipt of the written request appropriate arrangements will be made allowing access to the personnel record.
 - f)** The employee may have access to all contents of his/her own records, except letters of reference once every year in the presence of the Executive Director. No employee can review his/her file without having the keeper of the file present.
 - g)** Access of personnel records by any Dehcho First Nations member may only be authorized by the Executive Committee.

- h) Files shall not be removed from the designated site.

2. Destruction of Personnel Records

- a) The Finance Manager will maintain employee's personnel file after termination or the employee voluntarily leaves employment from DFN according to requirements of the contract, which funded the employee's position.

Responsibility

Program Coordinators

Monitored By

Executive Director

FINANCIAL POLICY AND PROCEDURES

Subject: Contract Employees

Policy No: 300.05

Issued:

Policy

All contract services are approved by the Executive Committee to be employed for specific work.

Procedures

1. Written contracts are required for all services provided to DFN. A standard format shall be used to ensure all required terms and conditions are included in the contract. The term of employment and contract will specifically state:
 - Type of work to be carried out
 - Start and end date of employment or contract
 - Amount of pay to be received by the said person
 - Other relevant terms of the employment
2. Prior to starting employment, the said contractor and the Executive Committee must draft up an agreement or offer of specific conditions. This document must be signed before commencement of work.
3. All term and contract person(s) shall provide copies of WCB, Business License and GST registration to the Dehcho First Nations for auditing purposes.
4. All major contracts should be reviewed and approved by the Executive Director. Consideration should be given periodic review for these factors:
 - Service for value
 - Bulk purchases
 - Time frame

- Professional fees (e.g. audits, legal fees) The Executive Director should review all major contracts and tenders. Consideration for tenders should include but not limited to the following factors:
 - Letter of invitations
 - A statement of work required
 - General terms and conditions to the scope of the work
 - Proposal evaluation criteria
5. Contracts are to be signed in accordance with the policy regarding signing authorities.

Responsibility

Executive Director

Monitored By

Executive Committee

FINANCIAL POLICY AND PROCEDURES

Subject: Relocation Expense

Policy No: 300.06

Issued:

Policy

Dehcho First Nations will reimburse an employee for reasonable travel expenses incurred while moving with his/her dependents between point of hire and to the work place.

Procedures

1. In no case will a move be made without the prior approval of the Executive Director.
2. The employee shall submit an expense claim upon completion of the trip.
3. Reimbursement will not be authorized without documented evidence of expenditure.
4. The Sr. Executive Administrator will make all necessary arrangements for the removal of personal effects up to a maximum of \$3000.00 or the actual lesser cost. The total amount of travel and moving expenses shall combined must not exceed \$3000.00.
5. If an employee is using a private vehicle, the maximum length of time at the start of the journey to the end shall not exceed three days total.
6. The Sr. Executive Administrator will arrange for economy airfare if the employee is not using a private vehicle.

Responsibility

Sr. Executive Administrator

Monitored by

Finance Manager and Executive Director

FINANCIAL POLICY AND PROCEDURES

Subject: Bilingual Allowance

Policy No: 300.07

Issued:

Policy

Dehcho First Nations encourages all employees to utilize their knowledge in understanding, speaking, reading and writing the Dene Zhatie dialect when possible. All employees whom are fluent to understand, speak, read and write the language are entitled to bilingual allowance.

Procedures

1. Only the DFN employees are entitled to the bilingual allowance when utilizing the Dene Zhatie language in the course of their duties.
2. Employees who wish to access the bilingual allowance must show their ability to speak and understand the Dene Zhatie. A written test will be given for those who can read and write the Dene Zhatie language.
3. The bilingual allowance is non-taxable and it is paid through payroll on a monthly basis in the amount of \$100.00 for:

Employees who understand and speaks the Dene Zhatie language, the total amount for the bilingual allowance is no more than \$1200.00 annually.

Or

\$208.33 on a monthly basis for:

Employees who can speak, understand, read and write the Dene Zhatie language, the total amount for the bilingual allowance is no more than \$2500 annually.

Responsibility

All DFN Employees

Monitored By

Finance Manager

Executive Committee

FINANCIAL POLICY AND PROCEDURES

Subject: Childcare

Policy No: 300.08

Issued:

Policy

Dehcho First Nations will fund licensed or private sitters for employees of Dehcho First Nations who incur childcare expenses while on duty travel or training.

Procedures

1. DFN will pay DFN employees at the rate of \$25.00/day per child only when childcare expenses are incurred as a result of duty travel or training.
2. Childcare is provided for children ages 0-16 years.
3. Childcare will not be provided for employees whom have spouses who are unemployed or homemakers. Childcare will not be paid if a parent is available to provide childcare.
4. Childcare will only be paid upon approval of the Executive Director or Grand Chief.
5. Childcare will not be provided if cost is reimbursable from other sources.
6. Upon return of duty travel or training, receipts along with hours, used for childcare services are required for accountability. When a portion of childcare subsidy has not been utilized the difference is to be returned to DFN or deduction in pay will be implemented.

Responsibility

All DFN Employees

Monitored By

Sr. Executive Administrator and Finance Manager

FINANCIAL POLICY AND PROCEDURES

Subject: Employees Assistance Program (EAP)

Policy No: 300.09

Issued: AMENDED - MOTION#09 EXCOM 31JAN02

Policy

The Dehcho First Nations supports and will assist any employee who requests the Employee Assistance Program.

Procedures

1. One employee will be designated at DFN as an EAP for employees to contact for this assistance.
2. The time for personal development is to be accessed through employee's earned leave credits as per policy.
3. To access the Employee Assistance Plan, DFN employees are to seek information from the Finance Manager and get approval from the Executive Director.
4. Each DFN employee is able to access the Employee Assistance Program once.

Responsibility

Executive Director

Monitored By

Executive Committee

FINANCIAL POLICY AND PROCEDURES

Subject: Timesheets

Policy No: 300.10

Issued:

Policy

All Dehcho First Nations' employees regardless of their job classification will complete an official time sheet on a bi-weekly basis. It is the responsibility of the individual employee to hand in their time sheet in a timely manner in order to be paid.

Procedures

1. The time sheet should be forwarded to the Sr. Executive Administrator once the employee has completed and signed their time sheet for verification. The Sr. Executive Administrator is responsible for verifying all information on the time sheet. The signature of the Sr. Executive Administrator will serve as verification (*See Appendix D*)
3. Time sheets must be signed off by both the employee and immediate supervisor in order to be paid.
4. If a discrepancy is discovered by the Sr. Executive Administrator or Finance Manager, they are to contact the employee, discuss the discrepancy and the employee makes any necessary adjustments to the timesheet then initials those changes.
5. All employees are responsible to check the cut-off dates for the timesheet due date, pay days and statutory holidays to ensure your timesheet is submitted on time and correct.
6. The Sr. Executive Administrator must receive timesheets by 3:00 pm of the due date to meet Payroll deadline. If an employee fails to submit to their timesheets, an employee could be responsible for any

additional fees for the payroll run, or they have to wait for the next pay.

7. Failure to complete a timesheet could lead to a delay in payment. Time sheets that are not received in time to process with the current payroll will be processed at the end of the next regularly scheduled pay period.
8. It is a criminal act of fraud to sign a time sheet that is false. Proven falsification is just cause for immediate termination of employment as opposed to disciplinary action.
9. Wage time sheets are to be submitted to the Finance Manager as per established schedule.
10. The time sheets will be filed in the appropriate program site with the exception of wage employees.

Responsibility

All DFN Employees

Monitored By

Executive Director
Finance Manager

FINANCIAL POLICY AND PROCEDURES

Subject: Call Back To Duty

Policy: 300.11

Issued:

Policy

An employee on authorized leave or time may be called back to duty from time to time depending on demand and/or emergency situation. Only the immediate supervisor of the employee can request call back duty.

Procedures

1. If an employee is called back to duty to work and reports to work; payment shall be made for a minimum of three hours even if the employee works for less than three hours.
2. If DFN calls an employee back to work, DFN will compensate reasonable disruption. Management must justify call back.

Responsibility

Management

Monitored By

Executive Director

FINANCIAL POLICY AND PROCEDURES

Subject: Vacation Pay

Policy No: 400.01

Issued:

Policy

For each month of the fiscal year, which an employee received ten days, he/she shall earn Vacation Leave credits at the following rates:

Procedure

1. During the 1st and 2nd year of continuous employment, employees will earn 1.25 days (8.75 hrs) each month – 15 days/105.00 hrs per annum.
2. During the 3rd to 5th year of continuous employment, employees will earn 1.67 (11.69 hrs) days each month commencing in the month after completion of second year of service – 20.04 days/140.28 hrs per annum.
3. During the 6th year and over of continuous employment, employees will earn 2 days (14.00 hrs) per month – 24 days/168.00 hrs per annum.
4. Permanent part time employees will earn holiday leave credits according to the same schedule but at the rate proportional to the number of hours worked per month compared to a full time work month.
5. Within the first six months of continuous employment an employee earns but is not entitled to receive vacation leave with pay.
6. Special circumstances will apply if approved by the Executive Director or Grand Chief for all staff.
7. The Executive Committee for the Grand Chief and Executive Director.
8. Casual employees shall earn vacation credits at a rate of 4% of their hourly wage, which will be paid bi-weekly with their regular pay.

9. All vacation credits earned during a fiscal year must be taken by way of time off.
10. In a crucial work situation an employee may make application to the Grand Chief or Executive Director at least six weeks prior to the fiscal year-end to have vacation credits paid out.
11. If the employee is waiving their entitlement to the time off portion their request must be in writing
12. The Grand Chief and Executive Director must make a consensus decision to pay out based on defined criteria.
13. Written permission of the Grand Chief or Executive Director is necessary to carry over vacation leave credits into the new fiscal year.
14. A maximum of 5 days of annual earned vacation credits can be carried over into the new fiscal year or be paid out. This permission will only be granted in exceptional circumstances.

Responsibility

Sr. Executive Administrator

Monitored By

Finance Manager
Executive Director

FINANCIAL POLICY AND PROCEDURES

Subject: Acting Pay

Policy No: 400.02

Issued:

Policy

The Grand Chief or Executive Director may authorize an employee to be requested to assume the duties of a higher paying position during the temporary absence of the positions incumbent. The employee in the acting position will have the authority and responsibility that applies to that particular position.

Procedures

1. The acting person may exercise this clause for the staff and those who report directly to the Grand Chief or Executive Director. Reimbursements shall be at the minimum rate of the position based upon the approved pay grid.
2. Employees promoted to a position within a range of rates shall receive a salary adjustment that will result in an increase on one salary level higher than they currently get or less than the lowest rate within the range they are promoted to base upon the approved pay grid.
3. If the employee accepts the acting position and the acting position is at a lesser rate or pay, then the employee will continue to receive their normal rate of pay while in the acting position.
4. No employee will be forced to accept an acting position at a reduced rate of pay.
5. Undertaking an acting position may be considered
6. The Executive Director shall notify the Executive Committee of who is acting in a position within DFN.

Responsibility

Executive Director
Grand Chief

Monitored By

Executive Committee

FINANCIAL POLICY AND PROCEDURES

Subject: Severance Pay

Policy No: 400.03

Issued:

Policy

An employee who has one year or more of continuance employment and who is permanently laid off is entitled to severance pay at the time of lay off.

Procedures

1. An employee who is laid off following the first year of continuous employment shall be paid two weeks' severance pay at the time of lay off. Two weeks' pay for the second complete year of continuous employment. The total amount of severance pay, which may be paid under this closure, shall not exceed 28 weeks of pay.
2. An employee who is dismissed for just cause, resigns or who has been declared abandoning their position shall not be entitled to severance pay.
3. Should the duties of a permanent employee's position be reduced due to lack of funding or program changes, the Grand Chief or Executive Director may lay off the employee.
4. An employee ceases to be an employee when the employee is permanently laid off.
5. If an employee has been employed for at least three months prior to being permanently laid off the following provisions shall apply:
 - Each employee shall be give two weeks' notice in writing of the effective date of his/her lay off or two weeks' pay in lieu of a written notice.
 - Every employee shall be entitled to severance pay in accordance to Section One.

Responsibility

Executive Director

Monitored By

Executive Committee

FINANCIAL POLICY AND PROCEDURES

Subject: Granting of Vacation Leave

Policy: 400.04

Issued:

Policy

Granting of vacation leave also known as annual leave with pay to an employee the employer shall make every reasonable effort to schedule vacation leave for all employees in the fiscal year in which it is earned specially by employee.

Procedures

1. Annual leave must be applied in writing and approved by the Grand Chief or Executive Director at least one week in advance.
2. Employees are encouraged to take their holidays in the fiscal year when they earned leave credits. A maximum of five days' vacation leave may normally be carried over into the new fiscal year with the approval of the Grand Chief or Executive Director.
3. The Sr. Executive Administrator shall maintain a chart of vacation schedules for all employees. This will ensure that vacations are scheduled in a way that will enable the administration to meet their responsibilities during employee absence.
4. The Grand Chief and Executive Director must apply for leave in writing to the Executive Committee for period in excess of five working days.
5. Employees entitled to vacation leave are required to take the holiday in one continuous period or in periods no less than five days.
6. Employees will normally not be paid out for holiday leave credits or holiday pay. The DFN has the right to

approve the holiday leave credits or holiday pay for a payout in special or particular cases.

FINANCIAL POLICY AND PROCEDURES

Subject: Monthly Summary of Leave Credits

Policy No: 400.05

Issued:

Policy

Monthly summaries of vacations, overtime, statutory holidays, sick days and special leave are required for monitoring manpower resources.

Procedures

1. The Sr. Executive Administrator will maintain a current record of leave credits for all DFN employees.
2. The Sr. Executive Administrator is to complete the monthly summaries of leave credits for each employee and distribute to the employee for clarification.
3. The Sr. Executive Administrator will record any discrepancies.

Responsibility

Sr. Executive Administrator

Monitored By

Finance Manager
Executive Director

FINANCIAL POLICY AND PROCEDURES

Subject: Travel and Expense Reimbursement

Policy No: 400.06

Issued: October 1997

Policy

The Dehcho First Nations will provide travel and meal expenses for employees or contractors who travel on behalf of Dehcho First Nations.

Procedures

1. The Grand Chief or Executive Director must sign all travel claims. Receipts are required for all expenses, except mileage and per diems (meals).
2. All DFN personnel who receive a mileage must submit a travel claim for the trips included under this allowance.
3. For assemblies/meetings employees and membership must use car pools. Alternative transportation i.e. boats, skidoos, etc. claimants need to show receipts.
4. Reimbursement for meals will be based on Treasury Board Meal allowance. Meals claimed on a receipted basis must exclude charges for alcohol beverages. Meals charges are to be detailed.
5. A meal allowance may not be claimed which is provided to the employee and does not require expenditure to the employee e.g. meals costs are frequently covered in the cost of meetings, workshops, training programs or by other organizations with which the employee is conducting business.
6. Reimbursement for hotels, motels and other lodging will be limited to and not exceed the single occupancy rate. Receipts must be submitted for reimbursement.
7. When billeted by DFN, the proprietor may be paid up to \$75.00/night for room and breakfast and \$50.00/night for room only. This may be claimed without receipts.

8. Travel and expenses reimbursement will not be claimed through petty cash.
9. If applicable G.S.T. must be shown on all claims. Treasury Board rates will apply for per diems.
10. DFN employees, members or delegates whose travel costs are paid by the DFN to attend meetings:
 - a) Must attend meetings or pay back all of the travel cost; unless they have an acceptable reason for not attending.
 - b) DFN will not be responsible for payment of no-shows for guaranteed room at hotels. These costs will be billed to the no show traveler.
 - c) Travel expense will be paid daily based on the official record of attendance. If noted absence was due to exceptional circumstances, payment of travel expenses for that day will be at the discretion of the Executive Director. It is the traveler's responsibility to advise the person recording attendance that he/she is present.
 - d) If one or more delegates/employees are attending the same conference, the attendees are expected to share transportation. A requirement of payment of transportation expenses is full attendance, however, exceptional circumstances due to illness will be considered.
11. When an employee is returning from duty travel by air and elects an alternative return date when flights are available after completion of business, the employee will pay 50% of the cost of accommodation and meals (Maximum of two days). Anything more than two days will be the full cost of the employee. Should this occur travel time will not be compensated.

Responsibility

Program Coordinators

Monitored By

Finance Manager

FINANCIAL POLICY AND PROCEDURES

Subject: Travel by Privately Owned Vehicle

Policy No: 400.07

Issued:

Policy

The use of privately owned vehicle will not be authorized if commercial transportation e.g. airplane, taxi or the company vehicle would be more reasonable and practical.

Procedures

1. All travel for both inside and outside of the NWT must be approved by the Grand Chief, Executive Director or Executive Committee.
2. Where the use of a privately owned vehicle is authorized for the individual's convenience rather than the Employer's convenience, the following rate will apply for reimbursement: ½ of the DFN's mileage rate at the time of approval.
3. All travelers who travel on behalf of DFN must fill out a travel authorization and expense claim and approved by the Grand Chief or Executive Director. Travel expense advance will be issued according to estimate cost.
4. If the total cost of the trip, including cost of meals, accommodation and incidental expenses exceeds the cost of the same journey by ordinary commercial means, reimbursement will be limited to the commercial cost.
5. Reimbursement for ferry, bridge, road and tunnel tolls and parking charges is available for submission upon receipts.
6. Personal insurance is required before you may use a private vehicle for DFN business. Dehcho First Nations

- will not pay for additional insurance cost for private vehicle for Dehcho First Nations business.
7. No additional payments will be made to employees who have received mileage and who are carrying passengers on behalf of Dehcho First Nations.

Responsibility

All DFN Employees

Monitored By

Sr. Executive Administrator
Finance Manager

FINANCIAL POLICY AND PROCEDURES

Subject: Elected Leaders and Elders Travel

Policy No: 400.08

Issued: October 1997

Revised: October 1999

Policy

Elected Leaders and Elders travel is often costly and it is therefore unreasonable to expect individual leaders or elders to bear cost when involved in DFN business. On the other hand, the resources of the DFN are limited and travel cost must be administrated and controlled in a fair and reasonable manner.

Procedures

1. Elected Leaders and Elders must use hotels which have accounts with DFN when traveling on behalf of DFN business. All Leaders and Elders are to camp during the annual assembly.
2. In the occasion where southern travel is required it often involves staying at hotels where there is no account set up with DFN. The use of reasonable priced accommodations in the south is appropriate in the case where DFN does not have accounts set up.
3. The DFN administration will make all the necessary travel and accommodation arrangements for Elected Leaders and Elders that are attending business on behalf of DFN.
4. DFN will not be responsible for paying the invoices for travel made by individuals or other organizations, unless done in writing and approved by the Executive Director or Finance Manager prior to the arrangements.

5. Mileage and meal allowance will be the same as the ¹Treasury Board's rates.
6. When distance are excessive, if airline flights are necessary the cost must be reviewed to determine if costs are reasonable and within budget. For all other locations, Elected Leaders and Elders are expected to use car pools to save cost.
7. The Executive Director must first approve all exceptions to Sections 1, 2, 3, 4, 5, and 6.
8. Receipts are required for all expenses, except for mileage and meal allowances.

Responsibility

Executive Director

Monitored By

Finance Manager
Executive Committee

¹ The Treasury Board (Government of Canada) is responsible for accountability and ethics, financial, personnel and administrative management, comptrollership, approving regulations and most Orders-in-Council.

FINANCIAL POLICY AND PROCEDURES

Subject: Aircraft or Other Rentals

Policy No: 400.09

Issued:

Policy

DFN will ensure that no monies shall be committed by purchase orders for chartered planes or to rent any other vehicle without prior authorization of the Grand Chief or Executive Director.

Procedures

1. Staff or Leadership requiring charter or rent of a vehicle shall request authorization of the Grand Chief or Executive Director outlining the purpose for the request.
2. Upon approval the Sr. Executive Administrator shall order aircraft or vehicle rental according to procedures.
3. If temp is minus 35 °C or below, employees will have a choice of having to travel or not.
4. A twin engine aircraft to be used when the weather is minus 30 below for Leaders and staff when traveling on behalf of Dehcho First Nations' business

FINANCIAL POLICY AND PROCEDURES

Subject: Elected Leaders and Elders Cash Grant

Policy No: 400.10

Issued:

Policy

Recommended to pay to First Nations.

Procedures

1. The DFN member organizations will receive a cash grant on behalf of their elected leader (1) and elder (1) in the following amount (this is depended on leader and elder's attendance):

DFN Leadership meetings/assemblies	\$200/day
DFN Executive Committee Meetings	\$200/day
DFN Negotiations Sessions	\$200/day
DFN Teleconferences	Prorated
DFN Workshops (as budget allows)	\$200/day
Working Groups (Trust, Constitutional, etc.)	\$200/day
Naxecho Council	\$200/day

2. In addition, the DFN member organization will receive \$100 for half day travel when their elected leader is traveling on behalf of DFN. If travel is 3 ½ hours or less the elected leader will receive half day travel. If travel is 3 ½ or more, the elected leader will receive full day travel. Cash grants will be issued after meeting has ended.

3. If the elected leader sends a proxy, the DFN member organization will pay the daily rate as for elected leader.
4. The DFN member organization will ensure the cash grant payment issued the elected leader and elder as per their policy.
5. Cash grant for representation would be paid out upon receipt of a written report to the Grand Chief. A Grand Chief's representative would be eligible for cash grant at a rate of:
 - \$200.00 per day while representing the Grand Chief
 - \$100.00 per travel day, traveling to and from the meeting.
 - DCFN would be responsible for all meal and accommodation expensesEmployees requested to represent the Grand Chief are not eligible for a cash grant.

Responsibility

Finance Manager

Monitored By

Executive Director
Executive Committee

FINANCIAL POLICY AND PROCEDURES

Subject: Long Distance Phone Calls

Policy No: 500.01

Issued:

Policy

Because phone systems are a major expense for the Dehcho First Nation, utilization should be carefully tracked.

1. All employees will be given copies of the phone bills to verify and sign before submitting the bill to the Finance Manager for payment.
2. Each Program will keep a list of long distance call noting the names of the staff that made the call, the date, time and the reason for the call.
3. Programs should attach a copy of the record of long distance calls to the cheque requisition when submitting for payment.
4. No personal call will be made on any of the Dehcho First Nations numbers.

Responsibility

Program Coordinators

Monitor By

Finance Manager

FINANCIAL POLICY AND PROCEDURES

Subject: Credit Cards

Policy No: 500.02

Issued:

Policy

The purpose of this policy is to maintain harmonious and mutually beneficial relationships between the Dehcho First Nations and employees. It set forth the terms and conditions of the use of any credit card issued in the name of Dehcho First Nations.

Procedures

1. Authorized officers, Leadership, Executive Committee, Grand Chief, Executive Director or its designates in an acting pay capacity may use DFN credit cards.
2. Employees utilizing credit cards must receive preauthorization from an authorized officer. The use of the credit cards will be limited exclusively for goods and services from a business, which does not accept DFN Purchase Orders.
3. **UNDER NO CIRCUMSTANCES** will an employee be allowed to use DFN's credit card for personal use.

Responsibility

Grand Chief
Executive Director
Sr. Executive Administrator

Monitored By

Executive Director
Finance Manager

FINANCIAL POLICY AND PROCEDURES

Subject: Calling Cards

Policy No: 500.03

Issued:

Policy

The purpose of this policy is to maintain harmonious and mutually beneficial relationships between the Dehcho First Nations and employees. It set forth the terms and conditions of the use of any calling card issued in the name of Dehcho First Nations.

Procedures

1. The use of company calling cards will be limited exclusively for call made on behalf of DFN.
2. UNDER NO CIRCUMSTANCES will an employee be allowed to use DFN's calling cards for personal use.
3. Use of a DFN calling card for personal use must be reported to the Executive Director and appropriate action will take place.
4. Should any employee purchase a prepaid calling card for DFN business, the employee shall be reimbursed.

Responsibility

All DFN Employees

Monitored By

Executive Director
Finance Manager

FINANCIAL POLICY AND PROCEDURES

Subject: Company Vehicles

Policy No: 500.04

Issued:

Policy

Dehcho First Nations vehicles are available to licensed employees to carry out Dehcho First Nations' business during work hours. The employee should use the company vehicle when available and not their own to save cost. Violation of any of the policy will result in the individual being banned from use of the company vehicles.

Procedures

1. Employees must have a valid driver's license.
2. For insurance purposes, all employees will be requested to sign a release form on producing an abstract of their driving record from the Motor Vehicles Branch (See Appendix E)
3. The DFN vehicles may be used for duty travel. However, no mileage may be claimed. Purchase Order or Gas Card is to be used for filling up.
4. No motor vehicle is to be operated without authorization.
5. Employees are to prearrange the use of DFN vehicles in advance.
6. When company vehicle is used to travel out of town, kilometers are to be logged before and after use.
7. Company vehicles can be loaned to members to transport Elders and disabled people for DFN events.
8. Before operating the vehicle it is the responsibility of the employee to ensure that the motor vehicle is road worthy i.e. check lights, tires, mirrors, registration, insurance, etc.

9. When employees are operating a motor vehicle under DFN they are reminded that courtesy, observation of the traffic laws and careful operation of the vehicle.
10. Should the employee receive a speeding ticket while driving the DFN vehicle, it is their responsibility to pay for the speeding ticket. It's the Employees responsibility to also pay for a parking ticket.
11. Employees that are using the DFN vehicle are responsible to ensure that the vehicle is cleaned inside upon the completion of duty travel.
12. Damage to DFN's vehicle is the responsibility of the person driving, except in certain circumstances i.e being hit, hitting black ice, and wildlife. This includes paying all damages beyond the insurance coverage.
13. There will be no smoking in any of the DFN vehicles.
14. Under no circumstances will individuals be allowed to take the DFN vehicle home in the evenings or be used for private/personal purposes without Executive Director's approval.
15. No pets allowed in DFN vehicles.
16. No hitchhikers are to be picked up.

Responsibility

All DFN Employees

Monitored By

Sr. Executive Administrator
Finance Manager

APPENDIX A



DEHCHO FIRST NATIONS

PO BOX 89, FORT SIMPSON, NT X0E 0N0
TEL: (867) 695-2610 FAX: (867) 695-2038/2927
Toll Free: 1-866-995-3748
E-mail: admin@dehcho.org



PERSONNEL AND ADMINISTRATIVE POLICY EMPLOYEE ACKNOWLEDGEMENT FORM

I _____ acknowledge that I have receive, read and understood the contents of the Dehcho First Nations Personnel and Administrative Policy. I agree to abide by the policy guidelines at all times. I shall keep this policy for future reference and return upon completion or termination of employment.

I understand that failure to comply with the Dehcho First Nation Personnel and Administrative policy will result in disciplinary action or termination of employment.

Employee Signature: _____

Date: _____

APPENDIX B



Unusual Incident Report: Zero Tolerance of Workplace Violence

All sections must be completed

Incident Identification		
Name	Work Area	Location of Incident
Date of Incident	Time of Incident	Witness to Incident
Date Incident Reported to Manager	Time Incident Reported to Manager	Manager's Name

Description of Incident

Aggressor Information				
Visitor (V), Patient (P), Male (M), Female (F)	V	P	M	F
Aggressor's Name:				

Influence (can be more than one)		
Suspected (S), Confirmed (C)	S	C
1) Drugs (non-alcohol)		
2) Alcohol		
3) Illness (Specify)		
4) Other (Specify)		

Situation Experienced (can be more than one)		
Yes (Y), No (N)	Y	N
Verbal Abuse (name calling, insults)		
Verbal threats (of violence)		
Physical Threats (action only, i.e. shaking fist)		
Physical Violence		
Sexual Innuendo/Insinuation		

Other (Specify)

Assistance Activation (can be more than one)		
Yes (Y), No (N)	Y	N
Staff Alert System Activated		
Nurse Call System Activated		
Verbal Request		
Other (Specify)		

Assistance (can be more than one)		
Yes (Y), No (N)	Y	N
Other staff members		
RCMP		
Other (Specify)		

Actions (can be more than one)		
Yes (Y), No (N)	Y	N
Observation Only		
Talked down		
Removal from facility		
Physical Restraint		
Chemical Restraint		
Other (Specify)		

Additional Information		
Yes (Y), No (N)	Y	N
Were the primary staff trained in Non-Violent Crisis Intervention?		
Were primary staff debriefed?		

General Comments:

APPENDIX C



DEHCHO FIRST NATIONS

PO BOX 89, FORT SIMPSON, NT X0E 0N0
TEL: (867) 695-2610 FAX: (867) 695-2038
Toll Free: 1-866-995-3748
Website: www.dehcho.org



Zero Tolerance of Workplace Violence Policy Letter

Sample letter, handled individually

Date

Full Name
Postal Address Community, Province
Postal Code

Dear (name):

Your behaviour at the <location of incident> on <date> was not acceptable and will not be tolerated. You were observed <nature of incident>

Please be advised that the Dehcho First Nations has a Zero Tolerance for Violence in the Workplace Policy in place to protect staff and members from intimidation, threats of violence and acts of violence. Where warranted, prosecution under the Criminal Code of Canada will be sought.

We expect that you will not act in this same manner towards any of our staff ever again. However, should your actions be repeated, we will have no choice but to take any and all necessary steps to rectify the situation.

Sincerely,

Executive Director

c.c. Health and Safety Committee
Quality and Risk Management
Other Appropriate Parties

APPENDIX E



DEHCHO FIRST NATIONS

BOX 89, FORT SIMPSON, NT X0E 0N0
TEL : (867) 695-2355 FAX : (867) 695-2038



STATEMENT OF CONFIDENTIALITY

I, _____ understand that in my role as an employee of the Dehcho First Nations, I will become aware of information and knowledge of situations that must be held in confidence. I declare that I will act with discretion and hold in confidence any and all matters that devolve upon me by reason of my employment with the Dehcho First Nations.

At no time in the future unless directed by the court of law will I disclose or make known any information or matter that comes to my knowledge by reason of such employment with Dehcho First Nations.

Date: _____

Signed: _____

Witness: _____

APPENDIX F

APPLICATION FOR LEAVE



Dehcho First Nations
 P.O. Box 89
 Fort Simpson, NT
 X0E 0N0
 Tel: (867) 695-2610



Family Name		Given name		Initials		Date Y/M/D						
Approval (Completed by Supervisor)												
Leave Type	Requested From			Hour		Requested To			Hour		Number of Working HOURS	Leave credits On date
	Year	Month	Day	Hrs	Min.	Year	Month	Day	Hrs	Min.		
Annual Leave												
Sick Leave												
W/O Pay												
Lien Time												
Special Leave												
Casual Leave												
Reason _____												
I hereby request that leave be granted to me for the reason indicated. In Requesting leave due to sickness												
I hereby certify on my honor that I was unable to perform the duties of my position during the requested period of absence												
Employee Signature: _____										Total Hours	Working Initials	
										Date Y/M/D		
Approval (Completed by Supervisor)												
The above is:												
<input type="checkbox"/> Approved <input type="checkbox"/> With Pay <input type="checkbox"/> Without Pay <input type="checkbox"/> Not Approved												
Comments: _____						Date: y/m/d		_ _ _ _ _				
_____						Signature: _____						

APPENDIX G

**DEHCHO FIRST NATIONS
EMPLOYEE TIME SHEET**

Employee Name: _____
Position: _____

	DATE	TIME IN/OUT	REG. HOURS	Annual	Sick	LWOP	Lieu	Spec.	DESCRIPTION OF WORK
Friday									
Monday									
Tuesday									
Wednesday									
Thursday									
Friday									
Monday									
Tuesday									
Wednesday									
Thursday									
TOTAL HOURS									

EMPLOYEE SIGNATURE: _____ DATE: _____
 VERIFIED BY O/TM: _____ DATE: _____
 SUPERVISOR'S SIGNATURE: _____ DATE: _____

APPENDIX H

MVR AUTHORIZATION FORM

The Nordic Insurance Company of Canada

I _____, hereby give consent to the Nordic Insurance Company of Canada to obtain a copy of my Driving Abstract.

Province of Issue _____

Driver's License Number ____ - ____

Date of Birth (mm/dd/yy) ____/____/____

Broker: Norland Agencies - #80887

Insured: Dehcho First Nations

Policy #: 770354404

Date

Signature