



APC Human Resources Policy

**Approved by APC Executive Committee on
February 27, 2009.**

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Article 1

INTERPRETATIONS AND DEFINITIONS

1.01

- (a) "**APC**" means the Atlantic Policy Congress of First Nation Chiefs Secretariat;
- (b) "**APC Code of Conduct**" means the most current version of the Code of Conduct as approved by the Executive Committee and attached to each employee contract;
- (c) "**Casual Employee**" means a person employed for a specified task for which no permanent funding or employment status can be assured or means a person who was hired to specific position during the absence of an employee;
- (d) "**Director of Finance**" means a term employee who is responsible for (1) financial matters within APC, (2) calculating vacation leave accumulated each fiscal year for each employee, and (3) such other duties and responsibilities as delegated to him or her by the Executive Director;
- (e) "**Dismissal**" is a disciplinary action involving the termination of services usually without normal notice or benefits, and imposed for just cause;
- (f) "**Employee**" means, unless otherwise defined, all classifications of employment at the Atlantic Policy Congress of First Nation Chiefs;
- (g) "**Executive Committee**" means the Committee of Chiefs that are elected every two years at the Annual General Meeting by the Membership;
- (h) "**Executive Director**" is an employee with a job classification, whose duties are set out in the current position specification;
- (i) "**Fiscal Year**" means April 1 to March 31;
- (j) "**Human Resource Manager**" means a term employee who has such duties and undertakes such responsibilities as delegated to him or her by the Executive Director and or personnel committee relating to personnel matters;
- (k) "**Immediate Family Member**" means the employee's spouse or common-law partner; father and mother and the spouse or common-law partner of the father or mother; employee's children and the children of the employee's spouse or common-law partner; the employee's grandchildren; the employee's brothers and sisters; the grandfather and grandmother of the employee; the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides. A common-law partner is a person who has been cohabiting with an individual in a conjugal relationship for at least one year, or who had been so cohabiting with the individual for at least one year immediately before the individual's death;
- (l) "**Job Description**" means a written outline of the duties and employment expectations of an Employee and the position held by that Employee;
- (m) "**Just Cause**" includes, but is not limited to, the following: willful misconduct, neglect of duty, or continued unsatisfactory performance;
- (n) "**Leave of Absence**" means absence from work with permission, without pay;

- (o) "**Overtime**" is time worked in excess of the employee's regularly scheduled hours of work;
- (p) "**Personnel Committee**" means a committee made up of at least two Chiefs from the Executive Committee as well as the Executive Director, whose mandate includes the following:
 - Consult with Executive Director on personnel matters;
 - Provide advice to both Executive Director and Executive Committee on personnel policies, permanent layoffs, reorganization and rates of pay;
 - Provide advice, without input from the Executive Director, to the Executive Committee on performance and other personnel matters relating to the Executive Director.
- (q) "**Probationary Employee**" means a person who has been hired for a position, but who has not completed the probationary period required;
- (r) "**Probationary Period**" means the required period of time, in conjunction with the required expectations by APC of the Employee, prior to which on Employee gains Employee status;
- (s) "**Seniority**" means the total accumulated months of paid employment by the Employee, but shall not include periods of previous employment with APC that occurred more than five years prior to the date of last employment;
- (t) "**Service**" means the total accumulated months of full-time or part-time paid employment, where the employment is either casual or term;
- (u) "**Spouses**" include common-law or married partners;
- (v) "**Suspension**" is a short term disciplinary action which may be with or without pay, for a period not normally exceeding thirty (30) days, and imposed for just cause, as determined by the Personnel Committee;
- (w) "**Term Employee**" means a person who is hired to fill a position for a stated period of time;

Please Note: Notwithstanding the articles of this policy, the prevailing principles of the Canada Labour Code shall apply.

Article 2

EXECUTIVE DIRECTOR

2.01

The Executive Director is the head of the administrative branch of APC and responsible to the Executive Committee for the proper administration of the affairs of APC in accordance with the policies adopted by the Executive Committee.

The Executive Committee shall communicate with the employees of APC solely through the Executive Director, except that the Executive Committee may communicate directly with the employees of APC to obtain or provide information.

The Executive Committee shall provide direction on the administration, plans, policies, and programs of APC to the Executive Director. The Executive Director is accountable to the Executive Committee, or such other committee as may be designated.

2.02

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

- a. Retain and supervise APC employees;
- b. Maintain order, discipline and efficiency;
- c. Make such rules and regulations as APC considers necessary or advisable for the efficient and orderly conduct of its business and to require employees to observe such rules and regulations;
- d. Manage the staff and resources of APC with regards to:
 - determining or modifying job procedures, processes or operations;
 - establishing new or improved schedules of work;
 - determining services to be performed and assignments of work;
 - the extension, limitation, curtailment or cessation of operations in whole or in part; and
 - all other rights and responsibilities not specifically stated by the express provisions of this policy;
- e. To report to the Executive Committee concerning all decisions on staffing and administrative functions.

Article 3

TERM EMPLOYEES

3.01

All decisions regarding the hiring of term employees shall be made by the Executive Director based on a recommendation from the Personnel Committee. Such responsibility may be exercised without the benefit of a selection board or a standardized review process.

3.02

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

- a. effective start date of employment;
- b. effective termination date of employment;

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

3.03

A draft of the term employee contract letter is attached as Schedule “A”.

3.04

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

3.05

All Term employees shall have initial probationary period of three (3) calendar months.

PROBATIONARY APPOINTMENTS

3.06

On satisfactory completion of their Probationary Periods, the Executive Director shall notify the Employee in writing of his/her status.

3.07

The probationary period shall be for a period of three (3) calendar months.

PART-TIME APPOINTMENTS

3.08

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

3.09

All part-time employees shall have an initial probationary period of three (3) calendar months.

CASUAL EMPLOYEES

3.10

All hiring of casual employees shall be the sole responsibility of the Executive Director in consultation with the Personnel Committee, and such responsibility may be exercised without the benefit of a selection board or a standardized review process. A person who has been hired for such a position is entitled to the appropriate proportion of all vacation and holiday leave, however is not entitled to any other benefits included in this Human Resources Policy unless special arrangements are made at the time of the appointment.

3.11

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

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

3.11

A draft of the casual employee contract letter is attached as Schedule “B”.

3.12

Attached to each letter of employment shall be a copy of APC’s Human Resources Policy; the APC Code of Conduct and a job description.

3.13

All casual employees shall have an initial probationary period of three (3) calendar months.

Article 4

HIRING

4.01

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

4.02

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

Article 5

NOTICE OF RESIGNATION

5.01

If the Executive Director desires to terminate his or her appointment he or she shall give one month notice in writing. All other employees desiring to terminate their employment shall give ten (10) business days notice in writing.

5.02

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

5.03

Employees shall be compensated for salary and vacation entitlements not yet taken, or shall compensate APC if the above entitlements have been taken in excess.

Article 6

DISCIPLINE BY SUSPENSION OR DISMISSAL

6.01

If, in the opinion of the Executive Director, an employee is neglecting responsibilities, behaving in an unprofessional manner, or knowingly contravening APC rules and policies, the Executive Director may take one or more of the following actions:

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

6.02

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

6.03

In order to appeal a disciplinary procedure an employee must provide written notice of their appeal within five (5) business days of receiving the suspension to the Executive Director and the Personnel Committee. The Executive Director then has five (5) business days in which to provide other materials necessary for full consideration of the matter to the Personnel Committee.

Article 7

TERMINATION OF EMPLOYMENT DUE TO LAYOFF OR UNIT TRANSFER

7.01

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

Article 8

RETIREMENT

8.01

There shall be no compulsory retirement age for employees.

Article 9

PAY

9.01

Rates of pay for all categories of employees shall be set by the Executive Committee on advice of the Personnel Committee.

Article 10

EMPLOYEE PROBATIONARY/PERFORMANCE EVALUATIONS

10.01

Written probationary period evaluations shall be drafted and carried out by immediate supervisors and approved by the Executive Director on all newly hired staff on or before the completion of three (3) months service.

10.02

The probationary period may be extended, found to be successfully completed or the employee may be let go.

10.03

Performance evaluations will be conducted annually thirty (30) days prior to the applicable notice provisions as set out in individual contracts.

10.04

The probationary and performance evaluations shall be a joint undertaking by the employees, their supervisors and the Executive Director.

10.05

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

10.06

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

10.07

The performance evaluation of the Executive Director shall be by a joint meeting of the Personnel Committee and the Executive Director.

Article 11

EMPLOYEE FILES

11.01

The Executive Director shall not place or have placed any document or information in APC's

personnel file without the employee seeing it first, and allowing the employee to file a response if the employee desires to do so.

11.02

Employees shall have access to their personnel files, on request to the Executive Director.

11.03

The personnel files of each employee are deemed confidential, and are held in the custody of the Executive Director. Employees should understand that the Executive Director, their immediate supervisor, and the Director of Finance shall have access to their personnel files as well.

11.04

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

11.05

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

11.06

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

Article 12

DISCRIMINATION AND HARASSMENT

12.01

As per the APC Code of Conduct, there shall be no discrimination, harassment, interference, restriction, or coercion with respect to any employee of APC in any matter by reason of race; national, ethnic or Aboriginal origin; colour; creed; religion; age; sex; sexual orientation; source of income; political belief, affiliation or activity; association with other individuals or class of individuals; marital status; family status; physical or mental disability; irrational fear of contracting an illness or disease; or a conviction for which a pardon has been granted.

No person shall sexually harass another individual. This includes vexatious sexual conduct or a course of comment that is known or ought reasonably to be known as unwelcome; a sexual solicitation or advance made to an individual by another individual where the other individual is in a position to confer a benefit on, or deny a benefit to, the individual to whom the solicitation or advance is made, where the individual who makes the solicitation or advance knows or ought reasonably to know that it is unwelcome; or a reprisal or threat of reprisal against an individual for rejecting a sexual solicitation or advance.

12.04

Independent of internal measures taken, APC may notify the proper authorities of possible legal violations committed by an Employee.

Article 13

HEALTH AND SAFETY

13.01

APC shall ensure that the health and safety at work of every person employed by the employer is protected. Preventive measures shall be taken and consist of the reduction and elimination of hazards and the provision of personal protective equipment, clothing, devices or materials, all with the goal of ensuring the health and safety of employees. The Health and Safety Committee, as defined under the Canada Labour Code, shall be responsible for assessing safety concerns and bringing them to the attention of the Executive Director. All employees of APC are required to advise the Health and Safety Committee in a timely manner of any concerns they may have about the safety of the work place.

Article 14

HOURS OF WORK, OVERTIME, WORKING AT HOME

14.01

Employees shall be required to work thirty-seven and a half (37.5) hours per week, inclusive of meal breaks. Subject to operational requirements and efficiency of the service determined by the Executive Director, daily hours of work may be flexible.

14.02

Normal office hours shall be 9:00 a.m. to 4:30 p.m., Monday to Friday inclusive. However, the Personnel Committee may, based on a recommendation from the Executive Director, adjust normal office hours during the summer season.

14.03

It is recognized that situations will arise when overtime is the only practical means of completing the necessary work. Casual, part time or probationary employees shall be compensated with extra pay at a rate of 1½ times their hourly rate for every hour over 40 hours worked in a one week period. Prior written approval for extra pay must be obtained from the Executive Director, who must be satisfied that the overtime was necessary and the work could not have been completed during regular working hours.

14.04

Term employees, except for senior management personnel as may be defined by the Executive Director, may be compensated by a grant of equivalent time off. Such compensatory time shall be taken within three months following accumulation or shall be lost. Prior written approval for compensatory time off must be obtained from the Executive Director, who must be satisfied that the overtime was necessary and the work could not have been completed during regular working hours.

14.05

The Executive Director may enter into a compressed work week schedule for full-time term employees. Employees will still be required to work a thirty-seven and a half (37.5) hour work week; however, hours worked each day may be increased to allow for other days off during a two week period. The approved schedule must be written and signed by the employee and

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

Article 15

VACATIONS

15.01

All term employees shall be entitled to receive annual vacation leave with pay in addition to statutory holidays listed in Article 16.01.

15.02

All casual, part time and probationary employees shall be paid vacation pay at the rate of 4% of their wages earned to date. Such vacation pay will be paid quarterly or at the end of their term of employment.

15.03

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

- For employees who have entered into ten (10) or fewer consecutive term employee contracts, vacation leave shall be accumulated at the rate of 1-1/4 days per month to a maximum of 15 days per year;
- For employees who have entered into twenty (20) or fewer consecutive term employee contracts, vacation leave shall be accumulated at the rate of 1 2/3 days per month to a maximum of 20 days; and
- For employees who have entered into twenty-one (21) or more consecutive term employee contracts, vacation leave shall be accumulated at the rate of 2-1/2 days per month to a maximum of 30 days.

15.04

For the purpose of determining the accumulation of annual leave for all employees, the Executive Director may, in his discretion, recognize an employee's previous work in other agencies or government department's which provide delivery services to Aboriginal people.

15.05

An employee shall be granted vacation leave at such time during the year as the Executive Director approves in order to ensure sufficient staffing in a manner consistent with Article 15.08. Leave forms can be obtained from the Director of Finance and must be filled out as soon as the vacation leave is approved or, alternatively, as soon as the leave is completed.

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

15.06

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

15.07

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

15.08

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

15.09

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

15.10

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

15.11

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

15.14

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

Article 16

STATUTORY HOLIDAYS

16.01

Employees shall be granted the following paid holidays:

- 1) New Year's Eve;
- 2) Good Friday;
- 3) Easter Monday;
- 4) Victoria Day;
- 5) Canada Day;
- 6) Civic Holiday (usually the first Monday in August);
- 7) Labour Day;
- 8) Thanksgiving Day;
- 9) Remembrance Day;
- 10) Christmas Day;
- 11) Boxing Day;
- 12) National Aboriginal Day;
- 13) Treaty Day, and any other holiday, i.e., cultural/Aboriginal, as set by the Executive

Committee;

- 14) Extended leave during the Christmas holidays is at the discretion of the Executive Director and the Executive Committee.

16.02

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

16.03

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

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

16.04

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

Article 17

SPECIAL LEAVE

17.01

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

17.02

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

Article 18

SICK LEAVE

18.01

An employee shall be entitled to sick leave with pay providing the employee has sufficient sick leave credits.

18.02

Sick leave credits shall be credited to an employee at the rate of 1-1/4 days per month for each

month employed up to a maximum of 15 days per fiscal year.

18.03

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

18.04

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

18.05

An employee may be required by the Executive Director to produce a certificate from a medical doctor for any period of absence for which sick leave is claimed. The Executive Director may request information concerning information on the medical condition, the prognosis, how it affects job performance, and what reasonable accommodations may be made to assist the employee in returning to work.

If a certificate is not produced after such a request, the time absent from work will be deducted from the employee's pay.

18.06

Application for sick leave for a period of more than five (5) days shall be supported by a certificate from a medical doctor. Employees shall cooperate reasonably in agreeing to the release of any pertinent medical information.

18.07

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

18.08

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

18.09

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

18.10

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

18.11

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

18.12

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

18.13

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

Article 19

BEREAVEMENT LEAVE

19.01

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

Article 20

MATERNITY LEAVE

20.01

An employee who is pregnant and has been employed at APC for a year or more is entitled to a maximum of fifty-two (52) weeks maternity leave.

20.02

Upon commencement of maternity leave, the APC will supplement EI benefits payable (currently 55%) to the employee by remunerating the employee thirty-five (35%) percent of their insurable earnings (for a total of 90%) from the commencement of maternity leave for a total of fifteen (15) weeks in addition to the two (2) week EI waiting period. EI provides for a further thirty-five (35) weeks of benefits and should the Employee take such leave APC will not supplement pay and the Employee will be considered on Leave of Absence without pay.

20.03

A request for maternity leave shall be accompanied by a certificate from a medical doctor stating that the employee is pregnant, and specifying the date upon which delivery is expected to occur.

20.04

At the request of the employee, such approved maternity leave may commence at any time from a date eleven weeks before the specified date of delivery to the date of actual delivery. The Executive Director, however, may require the leave without pay to start at a time when the duties of the position cannot be reasonably performed by a pregnant woman, or the performance of the employee's work is materially affected by the pregnancy.

20.05

An employee may not work for at least six weeks after the date of delivery unless there is a written medical opinion that the employee can safely return.

20.06

An employee who has taken maternity term under the terms of this Article shall work APC for a period of 6 months of employment after their return from maternity leave. If the employee

leaves APC prior to completion of the six month term, the amount paid as a supplement shall be refunded by them to APC on a pro-rated basis on termination.

20.07

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

20.08

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

20.09

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

Article 21

PATERNITY/ADOPTION LEAVE

21.01

In accordance with applicable legislation, employees are entitled to take a total of 52 weeks of unpaid parental/adoption leave. In the case of an employee taking maternity leave, parental leave must be taken immediately upon the completion of the maternity leave and shall not exceed 35 weeks.

21.02

Paid parental leave is available to both men and women at APC, including those in common law relationships, whether those relationships are between persons of the opposite or the same sex. APC will supplement EI benefits payable (currently 55%) to the employee by remunerating the employee thirty-five (35%) percent of their insurable earnings (for a total of 90%) from the commencement of paternity or adoption leave for a total of ten (10) weeks. For those taking maternity leave and parental leave the total period of supplement pay will not exceed 27 weeks.

21.02

An employee returning from Paternity or Adoption leave must provide a minimum of thirty (30) days written notice of their return date to the Executive Director.

Article 22

MARRIAGE LEAVE

22.01

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

Article 23

PERSONAL LEAVE FOR FAMILY ILLNESS, WEATHER AND COMPASSIONATE CARE

23.01

An employee is entitled to a maximum of five days of paid leave per year where the leave is required:

- (a) due to inability to attend work due bad weather/road conditions;
- (b) due to the sickness of a child, parent or family member; or
- (b) for medical, dental or other similar appointments during working hours

In the case of illness of a member of an employee's immediate family, who permanently resides with the employee and when no one at home other than the employee can provide for the needs of the ill person, the employee may be granted leave with pay up to a maximum of five days per year for the purpose of making such arrangements as are necessary to permit the employee's return to work. Such leave shall be charged as provided in Article 18. The Executive Director may require proof of the need for such leave as he/she considers necessary.

Time off for medical, dental or other similar appointments will be subject to the following criteria:

- (a) whenever possible, employees should arrange medical and dental appointments on their non-working day, or outside normal working hours.
- (b) the employee should request time off when needed as far in advance as possible.
- (c) if an employee requests excessive time off for medical or dental appointments, the executive director will require proof of attendance at the physician's or dentist's office.

23.02

Employees requesting extended unpaid compassionate care leave will be granted such leave as per the applicable legislation. Eligibility is as follows: “Every employee is entitled to and shall be granted a leave of absence from employment of up to eight weeks to provide care or support to a family member of the employee if a qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks from:

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

Article 24

EDUCATION AND EXAMINATION LEAVE

24.01

APC agrees that it is important for the mutual benefit of the employer and employee to improve the educational standards of the workplace. Accordingly, the APC agrees that employees with five (5) or more consecutive term employee contracts, who wish to further their education, shall be permitted up to one (1) year of unpaid leave on a one time basis.

Education leave may be granted for professional development, enhancing job functions, or for personal growth as determined by the employee.

Process steps:

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

24.02

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

24.03

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

24.04

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

Article 25

COURT LEAVE

25.01

Leave of absence with pay shall be granted to every employee, other than an employee on leave of absence without pay, or under suspension, who is required to serve on jury, or by subpoena or summons to attend as witnesses in any court proceeding or before any other proceeding authorized by law to compel the attendance of witnesses before it.

Article 26

STAFF DEVELOPMENT LEAVE

26.01

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

Article 27

LEAVE FOR STORMS OR HAZARDOUS CONDITIONS

27.01

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

27.02

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

27.03

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

Article 28

ELECTIONS

28.01

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

28.02

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

“Consecutive hours for voting

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

28.03

For provincial elections, the *Elections Act* of the Revised Statutes of Nova Scotia 1967 provides that:

- a. An employee, who is an elector, shall, while the poll is open on ordinary polling day, have three (3) consecutive hours for the purpose of casting his or her vote.
- b. If the employment of an employer does not permit the use of three consecutive hours of his or her own time for voting, the employer shall allow the employee such additional time with pay from the hours of his or her employment as may be necessary to provide the three consecutive hours, but the additional times for voting shall be granted to the employee at the time of day that best suits the convenience of the employer.

For Band elections, an employee who is qualified to vote shall have one (1) day leave of absence

with pay for the purpose of casting his or her on the election day.

Article 29

BLOOD DONORS

29.01

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

Article 30

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

30.01

APC will offer to all full-time term employees (who have successfully completed their three month probationary period), a group life, dependents insurance, supplemental health benefits, accidental death and dismemberment plan, group long-term disability plan and a group pension plan.

30.02

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

30.03

All full-time term employees are required to join the group pension plan after the three months probationary period has been successfully completed.

30.04

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

30.05

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

30.06

Where the employee will not be receiving an income from APC while on a leave of absence, except in cases of maternity/paternity leave or disability leave, the APC cannot make pension contributions to the employee's plan.

Article 31

PAYROLL DEDUCTIONS

31.01

Deductions from income tax are mandatory for non-status Indian employees and are made

according to the schedules set by Revenue Canada.

31.02

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

31.03

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

31.04

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

31.05

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

Article 32

NON-POLITICAL ASSOCIATION

32.01

No employee shall be an elected member of a Band Council or an elected member of Government.

32.02

Neither the Executive Director nor any member of senior management, as defined by the Executive Director, shall:

- undertake activities;
- assume responsibilities;
- make public statements of a politically partisan nature,

in respect of a candidate at a federal or Provincial election or a federal or Provincial political party, which could give rise to the perception that they may not be able to perform duties in a politically impartial manner.

Nor shall they be a candidate at a federal or Provincial election, whether publicly declared as such or officially nominated.

32.03

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

Any employee who wishes to run as Chief or Band Councillor shall not be permitted to use APC's time, resources or equipment.

Article 33

AMENDMENTS TO HUMAN RESOURCES POLICY

33.01

This Human Resources Policy may be amended from time to time by Resolution of the Executive Committee.

33.02

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

Article 34

APPEALING DECISIONS

34.01

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

34.02

All decisions pursuant to Article 36.01 may be appealed to the Personnel Committee. It is at the discretion of the Personnel Committee to hear the appeal, and all such decisions are final and binding.