

UNITED NATIVE FRIENDSHIP CENTRE

PERSONNEL POLICY

Adopted: February 27, 2006

(last amendment October 3, 2013)

TABLE OF CONTENTS

PREFACE

MISSION STATEMENT

1.0 EXECUTIVE DIRECTOR

2.0 STAFFING

3.0 HOURS OF WORK

4.0 PAY

5.0 EMPLOYEE BENEFITS

6.0 GENERAL HOLIDAYS

7.0 VACATION AND VACATION PAY

8.0 OTHER LEAVE

9.0 CONDUCT AND BEHAVIOUR

10.0 HARRASSMENT GRIEVANCE

11.0 RESIGNATION

12.0 PERFORMANCE EVALUATIONS

13.0 DISCIPLINE

14.0 TRAINING AND DEVELOPMENT

15.0 EMPLOYEE GRIEVANCE

16.0 PIPEDA

17.0 EMAIL

PREFACE
Purpose of Policy Manual

This Manual brings together in a convenient loose leaf form personnel policies and procedures having general application throughout the United Native Friendship Centre. The Manual is designed to act as a working reference for all supervisory personnel and staff. Its purpose is to ensure consistency, continuity and understanding of the UNFC's policies and practices. All members of the Board of Directors, Management Committee and employees should familiarize themselves with its contents.

The Manual defines the rights and obligations of employees. All employees should use this document to govern their code of conduct. Supervisory personnel are to refer to it in order to ensure the fair and equitable interpretation and application of personnel policies to all employees. Employees are invited to make recommendations for clarifications and amendments to these policies at all times, at staff meetings, or directly on a personal basis.

From time to time, changes and additions to the Manual may be necessitated. On these occasions, new supplements will be issued. These supplements will either clarify or revise existing policy and practice. Please study these revisions thoroughly before placing them in this Manual. Be sure to remove old policy statements and procedures when advised to do so. Should questions arise concerning the intent or procedure to be followed under new supplements, employees should contact their immediate supervisors.

The philosophy of the United Native Friendship Centre is founded on recognition of the importance of the extended family system and the potential of the many networks within the urban Native community to effect change in the quality and scope of supportive social services. "United Native Friendship Centre" means that we all work together to help one another; this concept of reciprocity is the essence of the true helping relationship.

The philosophy of the Centre as set out in the above paragraph will be utilized in the application and interpretation of the Centre's Personnel Policy.

MISSION STATEMENT

In recognition of the everchanging world in which we live, the United Native Friendship Centre is dedicated to enhancing the lives of the native and non-native people in our community and surrounding areas. Our primary responsibility is to serve the Aboriginal people with special services in the fields of social, educational and cultural development while at the same time building a bridge of understanding between native and non-native people.

1.0 Executive Director

1.1 Purpose:

The Executive Director, under the guidance of the Board of Directors, is responsible for the implementation of the Personnel Policy and the establishment of such policies. The Executive Director shall report regularly to the Personnel Committee, and keep it apprised of all decisions affecting employees.

1.2 Authority:

The Executive Director in conjunction with the Personnel Committee has the authority to advertise and supervise, evaluate and discipline any employees. Hiring or termination decisions must receive prior approval from the Board of Directors.

1.3 Selection:

The Executive Director shall be selected by the Board, with the assistance and recommendation of the Personnel Committee.

2.0 STAFFING

2.1 **Objective:**

United Native Friendship Centre (UNFC) believes that all persons are entitled to equal employment opportunity provided that they are qualified and meet the job requirements.

2.2 **Affirmative Action:**

The UNFC does not discriminate against its employees or its applicants for employment because of race, creed, colour, national origin, age, gender or sexual orientation. However, because of the nature of the work performed by the UNFC and its special relationship with First Nation/Aboriginal communities, where two or more candidates have equal qualifications, preference will be given to the hiring of a First Nation/Aboriginal person.

2.3 **Anti-Nepotism Policy:**

2.3.1 Nepotism is defined as a display of favouritism in official transactions on the basis of relationships.

2.3.2 Although no person will be prohibited from employment because a member of his/her family is a board member, committee member or an employee the following guidelines will be followed:

- 2.3.2.1** i) Is the candidate qualified for the position?
- ii) How do the candidate's qualifications compare to those of the other candidates?
- iii) Has the candidate been selected in accordance with recruitment and selection policies?

2.3.2.2 Actual and perceived objectivity is the base requirement in the recruitment, selection and discipline of employees. Anyone who is perceived to be in a conflict must declare such conflict and withdraw from the process. Any employee who fails to do so will be subject to disciplinary action. The Board may remove any Board member or committee member who does not declare conflict when such conflict is present. The removal from office shall be until such time as no conflict is apparent.

2.4 **Political Office:**

2.4.1 Any employee who is elected to any political office other than for the office of Chief of a First Nation shall notify his/her supervisor and the employee shall ensure that his/her work remains unaffected by the assumption of political office.

2.4.2 Any employee who is elected as Chief of a First Nation shall upon taking office immediately give the UNFC notice of the taking of office and shall within 30 days either resign from employment or apply and may be granted at the sole option of the UNFC, a leave of absence to extend to a date which is no greater than the expiration of

the employee's term of office. This political leave of absence shall only be granted on a one time basis during the employee's tenure.

2.4.3 Any employee whose work is affected by their campaigning for or assumption of political office shall, unless other arrangements have been made with the UNFC, be subject to discipline that includes termination of employment.

2.5 Staffing Procedures:

2.5.1 Authority to Staff:

The Executive Director shall forward to the Board of Directors a request for authority to staff a position. The request shall include information pertaining to the purpose of the position, a statement of duties and responsibilities, standards of performance, salary range, whether the position is regular fulltime or regular part-time and, identification of required budget allocation and responsibility area. A copy of the advertisement to be used in posting the position should also accompany the request.

2.5.2 Posting of Vacancies:

2.5.2 Posting of Vacancies:

2.5.2.1 Internal Posting

Once hiring authority has been received from the Board of Directors, an advertisement of the full-time job vacancy shall be posted in the UNFC for a period of not more than 3 working days during which time any employee, including special assignment employees, may make application for the posted position. Part-time and special assignment positions will not be posted internally.

2.5.2.2 Outside Posting

Part-time positions and, after an unsuccessful internal posting has taken place, full-time positions shall be advertised by forwarding a copy of the advertisement by mail or fax to member First Nations within the Fort Frances Tribal Area. Where directed, the position shall be posted in relevant newspapers and/or journals.

The advertisement shall include the following information:

Position title;
Number and location of positions, if appropriate;
Statement of required qualifications;
Request for personal resume and work-related references;
Procedure for making application;
Closing date of application; and
Name of contact person for the UNFC.

2.5.3 Screening of Applications:

Following the closing date, the Executive Director shall review copies of the applications to determine which applicants meet the minimal job requirements.

Upon completion of review the Executive Director shall forward copies of the qualified applications to the Personnel Committee.

2.5.4 Interviews:

A date will be set for holding interviews with job candidates. The Executive Director (or their designate) shall notify candidates of the interview date(s).

A Hiring Committee will be formed and shall include a minimum of three (3) persons. Two of whom shall be Board members or Personnel Committee members and one of who shall be the Executive Director.

A report on the hiring process shall be prepared and signed by the Hiring Committee and submitted to the Board of Directors for ratification at their next scheduled meeting.

2.5.4.1 Criminal Reference Checks

All persons to whom an offer of employment will be made shall have the responsibility to provide the UNFC with a current Criminal Reference Check which will be reviewed by the Personnel Committee.

2.5.5 Notification of Hiring Results:

Interviewed candidates will be notified by letter under the signature of the Executive Director, that the position has been filled.

2.5.6 Extension of Hiring Deadline/Re-Opening of Competition:

The Executive Director will inform the hiring committee when in his/her opinion, candidates for a position are insufficient in number or qualifications. The Hiring Committee may direct the re-opening of the competition for the position. A report on the hiring process must be prepared and signed by the Hiring Committee and submitted to the Board of Directors.

2.5.7 Letter of Offer:

The Executive Director will prepare a letter of offer for the successful candidate. The letter of offer will outline conditions of employment, salary level, probationary period, etc. Letters of offer are to be signed by the candidate and returned prior to commencement of employment. A copy will be placed in his/her personnel file.

2.5.8 Temporary (Casual) Appointments:

The Executive Director may also employ relief workers or casual employees on contract to ensure continuing operations of the UNFC as long as such temporary appointments can be paid out of existing appropriations set down in the budget approved by the Board of Directors and such appointment does not exceed six (6)

months in duration. All appointments requiring periods of employment greater than six (6) months shall be brought to the Board of Directors.

2.5.9 Oath of Confidentiality:

All employees are required to sign an Oath of Confidentiality. The Oath of Confidentiality is to be signed on the first day of employment.

2.6 Employee Status:

Applicants who meet qualifications for employment will be offered employment according to the definitions and procedures contained in the following paragraphs.

2.6.1 Probationary Employees:

Persons who are offered employment for regular positions either on a full-time or part-time basis shall be subject to a probationary period of six (6) months immediately following their first day of employment. During the probationary period, the employee has an opportunity to demonstrate proper attitudes and abilities for the position for which he/she is employed. UNFC is not obligated to provide any notice of termination or termination pay if the employee's employment is terminated during the first 3 months of the probationary period. Significant absences during the Probationary Period will automatically extend the period by the length of the absence.

Probationary Employees will be paid a probationary rate, which will not be less than minimum wage.

Performance evaluations shall be conducted by the Executive Director on all Management Positions and the Program Director/Office Manager shall conduct performance evaluations on all employees under their supervision. Performance evaluations for probationary employees shall be conducted prior to the end of their first three (3) months and again prior the end of their six (6) month probationary period. The final performance evaluation shall be completed indicating that the employee has successfully/unsuccessfully completed their probationary period. The results of this evaluation shall be brought to the Personnel Committee for final decision and resolution from the Board.

If employment continues uninterrupted beyond the established probationary period, the employee may be:

- reclassified as a regular employee;
- given seniority retroactive to his/her probationary starting date;
- considered eligible to receive a higher rate of salary in accordance with the letter of offer; and
- informed of the above changes in his/her employment status.

2.6.2 Permanent Full Time:

Permanent full time employees are those persons who are employed for an indefinite duration who regularly works thirty-five (35) hours or more each week and have completed their probationary period. Full-time employees may be placed on either the hourly or salary payroll.

2.6.3 Part Time:

Part time employees are those persons who are employed for an indefinite duration who regularly work fewer than twenty-four (24) hours each week. Part-time employees are ineligible for employee benefits/Group Registered Retirement Savings Plans.

2.6.4 Relief/Casual Employees:

Relief/Casual Employees are those persons employed for a limited period of time during regular employee absences. Relief/Casual Employees must agree to work as required during the period for which they were hired. Relief/Casual Employees are ineligible for employee benefits/Group Registered Retirement Savings Plans.

2.8 Leased Employees:

Employees who are leased to the UNFC are obliged to abide by the UNFC Personnel Policy except where stipulated in the leasing agreement or alternate negotiations have occurred.

3.0 HOURS OF WORK

3.1 Business Hours/Week:

The following shall be considered the business hours and workweek:

3.1.1 Normal Work Week:

The normal workweek consists of thirty-five (35) hours. For recording purposes, the workweek starts at 8:30 a.m. Monday and ends at 4:30 p.m. Friday, and consists of 5 working days of seven (7) hours.

3.1.2 Normal Work Day:

The normal office hours are from 8:30 a.m. to 4:30 p.m. The normal lunch period is 1 hour. Employees are not paid for this lunch period.

3.2 Lunch Breaks:

All employees shall be allowed one hour per day for lunch break. Lunch will be between the hours of 11:00 a.m. and 2:00 p.m. There will be no exceptions.

3.3 Coffee Breaks:

An employee shall be allowed to have two (2) twenty-minute coffee breaks during a seven (7) hour working day.

3.4 Notification of Lateness/Absenteeism:

Employees are expected to be prompt in accordance with the posted working hours. Employees shall notify the office within one half hour of opening time of their intent to be late or to be outside of the office during the workday. Failure to notify the office will result in disciplinary action being taken.

3.5 Personal Appointments:

Employees are expected to arrange personal appointments (doctor, dental, eye, etc) at times that will cause the least disruption of their work. If it is not possible to schedule such appointments during non-working hours, a request is to be made in memo form to the supervisor for approval and attached to the employee's time sheet.

3.6 Elections:

All employees will be given four (4) hours uninterrupted time in which to cast their ballot during a federal, provincial, municipal or their respective First Nation election. For instance, if polls close at 8:00 p.m., employees must be allowed to leave at 4:00 p.m.

3.7 Overtime:

All employees shall receive compensatory time in lieu of approved overtime at the rate of one (1) hour for every hour worked beyond thirty-five (35) hours per week to a total of forty-four (44) hours per week and the employee shall receive compensatory time at the rate of one and one-half (1.5) hours per every hour worked beyond forty-four (44) hours per week.

3.7.1 Pre-Authorization of Overtime:

The UNFC compensates employees for overtime through compensatory time off, making every effort to carefully plan required overtime with due regard to its impact on employees, the requirement of our clients and the limitations imposed by our operating budgets, subject to the following conditions:

No employee may work beyond thirty-five (35) hours per week without official authorization. Authorization to work beyond the thirty-five (35) hours per week must be in place prior to commencement of overtime.

3.7.2 Compensatory Time Off:

Compensation will take the form of time-off in lieu of overtime worked and must be taken within one (1) month of the work week in which the overtime was earned. The Executive Director or Program Director/Office Manager may upon application extend the time for the taking the compensatory leave.

3.8 Monthly Attendance Records:

All regular employees will complete Bi-weekly Attendance Records. Employees will record days absent and reason thereof. Attendance Records are required in order to maintain employee records with respect to accumulated vacation time, sick time and overtime.

3.9 Daily Attendance Records:

It is mandatory for all employees to record their arrivals, departures and destinations on the bulletin board.

3.10 UNFC Closure:

If the UNFC is closed for any reason on a regularly scheduled work day, this will be for the benefit of the staff who would normally be working their regular hours that day. Employees already on approved leave (sick, field day, comp time or vacation) will not be compensated with extra days or time.

4.0 PAY

4.1 **Equal Pay Policy:**

The UNFC endorses and practices a policy of equal pay for equal work. The UNFC does not differentiate on the basis of gender when paying its employees for substantially the same kind of work performed, the performance of which requires substantially the same skills, effort and responsibility and is performed under similar working conditions

4.2 **Pay Period:**

Pay periods shall be every two weeks, payable on every second Thursday. Payments of salary will be subject to applicable statutory deductions such as UI, CPP, and Income Tax.

4.3 **Pay Advances:**

Pay advances will not be issued under any circumstance.

4.4 **Salary Rates:**

The Board of Directors subject to consideration of funding availability shall review and approve salary rates annually.

4.5 **Call-in Pay:**

An employee who has left the workplace and is later called back to work outside of regular hours will be paid at the appropriate rate (regular/overtime) for the greater of three (3) hours or the actual hours worked outside their regular hours.

5.0 EMPLOYEE BENEFITS

5.1 **United Native Friendship Centre Employee Benefit Plan:**

All permanent full-time employees are eligible to enrol in the Group Insurance Benefit Plan in accordance with the plan subscribed to by the UNFC. Please refer to the Employee's Benefit Plan booklet for a detailed listing of benefits.

5.2 **Pension Plan:**

All employees are eligible to join a voluntary Group Registered Retirement Savings Plan (GRRSP).

The purpose of this plan is to allow full time employees the opportunity to set aside funds on a tax-free basis to supplement their retirement income.

Employees may contribute on a lump sum or payroll deduction basis. Contributions through payroll deduction are eligible for a source reduction of income taxes. That is, contributions will be applied immediately towards reducing the amount of income taxes deducted from the employee's pay rather than waiting for refund from Revenue Canada.

Details about the plan, rates and enrolment procedures are available through the Group Administrator.

5.2.1 **Group Pension:**

In an effort to better improve the quality of services offered to our employees, the United Native Friendship Centre is pleased to provide a Group Pension program for all eligible employees.

Participation in the Group Pension has been provided to offer employees the opportunity to partake in a comprehensive retirement savings plan, where individual contributions will be matched by the organization.

Eligibility

All full-time United Native Friendship Centre employees who have successfully completed their six-month probationary period with the organization are considered to be eligible for participation in the Group Pension program.

Participation in the Group Pension program is mandatory and completes the employment contract. Individuals must submit the appropriate application form to the Finance Department.

Contract employees are not eligible.

Part-time employees that work 24 hours or less/week are not eligible.

Contributions

Employee contributions to the Group Pension must amount to a minimum of 3% or greater of the employee's pre-tax income per pay period. Employee Pension contributions will be made through direct payroll deductions.

The United Native Friendship Centre will match employee contributions 3% per pay period.

Employees have the option to contribute more than 3% per pay period.

The United Native Friendship Centre will not match employee contributions greater than 3% per pay period.

Additional Rules/Information

The Group Pension and the manner in which it is operated are governed by the Income Tax Act and amounts contributed to the plan shall be subject to all applicable Federal Tax laws. Should any employee require further assistance or information regarding the Group Pension, please contact ONYX Financial Group, Rob Koltek or Chris Chornick or the UNFC Finance Department.

5.3 Field Days:

All permanent full-time employees are eligible for six (6) field days per year. Three (3) days for every six (6) months worked. These can be taken after successful completion of an employee's probationary period. Thereafter they will be renewed on a semi-annual basis beginning with the staff member's anniversary (start) date. Field days must be used up semi-annually and may not accrue. Unused field days may not be converted to financial compensation at termination of employment with the UNFC.

5.3.1 Approval:

Time off must be pre-approved forty-eight (48) hours in advance, by the Executive Director or designated supervisor.

5.3.2 Part-time/Relief/Casual:

Part-time or temporary employees are not eligible for inclusion in these plans.

5.4 Special Leave:

Subject always to the operational efficiency of the UNFC, a permanent full time employee who has exhausted all other available time; i.e. sick days, field days and comp. time may request in writing a special leave (emergency situation only). This unpaid leave may be granted at the discretion of the Executive Director. (Copy to be kept in the Personnel File).

Requests must be submitted as far in advance of the proposed absence as is practicable, stating the full particulars of the request, including the length of the desired leave and the reason thereof.

Written arrangements will also be specified concerning accumulation of sick leave and field days, if time extends over a one month period.

5.5 Jury Duty:

An employee required for jury duty or as a Crown witness shall receive his/her regular wage. When presence is no longer required at court the employee shall promptly report back to work.

6.0 General Holidays

6.1 General Holidays:

Employees shall be entitled to the following statutory and other holidays with pay each year:

New Year's Day	First Monday in August
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	* Remembrance Day
Victoria Day	Christmas Day
* National Aboriginal Day	Boxing Day
Canada Day	

Any statutory or other holiday which occurs during a vacation period shall be added to the vacation time of the employee.

6.1.1 Compensation:

Employees who are required to work on a General Holiday, shall be paid, in addition to their regular rate of wages for that day, at a rate equal to one and a half times the regular rate of wages for the time worked on that day, or be given compensatory time of equal value in lieu of payment with the exception of National Aboriginal Day and Remembrance Day. *If worked, staff will be given one (1) day off in lieu.

6.1.2 Employee's Eligibility for Holiday Pay:

Employees will qualify for public holiday entitlements unless they:

- (a) fail, without reasonable cause, to work their entire shift on their regularly scheduled days of work before or after the public holiday;
- (b) fail, without reasonable cause, to work their entire shift on the public holiday if they agreed to or were required to work that day.

Qualified employees can be full-time, part-time, permanent or on a limited-term contract. They can also be students. It doesn't matter how recently they were hired, or how many days they worked before the public holiday.

Employees who don't meet either of the above qualifying criteria are entitled to be paid premium pay for every hour they worked on the holiday.

7.0 VACATION AND VACATION PAY

7.1 Vacation:

UNFC has an entitlement year that does not start on the date the employee is hired. The twelve (12) month alternative vacation entitlement year begins each year on April 1st. Employees earn a pro-rated amount of vacation time during the period between the date of hire and the beginning of the first alternative vacation entitlement year, called the stub period.

For example, an employee might be hired on June 1st, but the UNFC has set up the entitlement year to begin each year on April 1st. The stub period would be the period between June 1st and March 31st. Employees earn a pro-rated amount of vacation time during the stub period.

7.2 Vacation Pay:

Vacation Pay:

- a) Full Time Employees are entitled to :
 - two (2) weeks or ten (10) working days of vacation time after completing one (1) [but less than two (2)] vacation entitlement years;
 - three (3) weeks or fifteen (15) working days of vacation time after completing two (2) vacation entitlement years;
 - five (5) weeks or twenty-five (25) working days of vacation time after completing five (5) vacation entitlement years;
 - six (6) weeks or thirty (30) working days of vacation time after completing ten (10) vacation entitlement years.
- b) An employee may be terminated before receiving all of the vacation pay he or she has earned. In this case the UNFC will pay the vacation pay owing to the employee at the appropriate percentage rate of the gross wages earned in each vacation entitlement year or stub period, less any of that vacation pay already paid. This amount will be paid no later than seven days after the employment ends, or on what would have been the employee's next pay day, whichever is later.
- c) Part-time and contract employees will have their vacation time/pay scheduled with their supervisor at time of hiring;
- d) The employer decides when the vacation time will be taken. However, employers must schedule an employee's vacation no later than 10 months after the employee earned it.

7.3 Vacation Scheduling:

- a) Employees are required to submit requests for vacation to the Executive Director or designated supervisor for approval as far in advance as possible.
- b) Vacation time earned during vacation entitlement years are scheduled to be taken in one-week blocks unless the employee makes a written request, and the employer agrees in writing, to schedule the vacation in shorter periods.

- c) The Executive Director may limit the number of employees who can take vacation at the same time. In such cases, the Executive Director, in his or her sole discretion, will approve vacations based on the operational needs of the UNFC. Where all other factors are equal, the Executive Director will give preference to vacation requests in order of the employee's length of service with the UNFC.

7.4 Holiday Occurring during Vacation:

When a recognized holiday occurs, or is granted, on a normal working day during an employee's vacation, the employee is entitled to:

- a) an extra day of vacation at the beginning or at the end of the vacation; or
- b) an extra day to be taken on any normal working day in the same calendar year subject to the approval of the Executive Director.

7.5 Illness During Vacation:

If an employee becomes ill or is injured after commencing vacation, the period of illness or injury is considered as part of the scheduled vacation and no adjustment or extension of vacation time will be made.

7.5 Vacation Salary Advance:

An employee may request an advance salary payment for his/her vacation period. The employee shall make such a request in writing at least three weeks prior to the start date of the vacation period, and the cheque shall be released on the day prior to the vacation commencement.

8.0 OTHER LEAVE

8.1 Bereavement Leave:

Every employee is entitled to and shall be granted up to five (5) days bereavement leave, in the event of a death in his/her immediate family. Bereavement leave with pay shall

commence on any of his/her normal working days that occur during the five days immediately following the day of the death. For example, if a member of an employee's immediate family dies on a Friday, and the employee's regular days off were Saturday and Sunday, bereavement leave would only apply to Monday, Tuesday and Wednesday.

Persons for whom bereavement leave may have application include:

- a) the employee's spouse, common-law spouse or same sex partner;
- b) a parent, step-parent or foster parent of the employee, the employee's spouse, the employee's common-law spouse or the employee's same sex partner;
- c) a child, step-child, or foster child of the employee, the employee's spouse, the employee's common-law spouse or the employee's same-sex partner;
- d) a grandparent, step-grandparent, grandchild or step-grandchild of the employee, the employee's spouse, the employee's common-law spouse, or the employee's same-sex partner;
- e) the spouse, common-law spouse or same-sex partner of a child of the employee;
- f) the employee's brother or sister;
- g) the employee's brother-in-law or sister-in-law; and
- h) the employee's son-in-law or daughter-in-law.
- i) the employee's Aunt or Uncle

To qualify for bereavement leave an employee shall notify the Executive Director or Program Director as soon as possible following the death.

8.1.1 Extended Bereavement Leave:

The length of such leave may be extended under extenuating circumstances upon request to the Executive Director, with consideration given to:

- a) travel time involved;
- b) complexity of the situation.

8.1.2 Other:

For any other funerals, not included above, employees will be expected to use any available time they may have due to them.

8.2 Family Medical Leave (compassionate care leave):

UNFC shall grant an unpaid leave of absence of up to eight (8) weeks in a twenty-six (26) week period to all employee for the purpose of providing care and support to an immediate family member of the employee. The employee is required to provide the UNFC with a certificate issued by a qualified medical practitioner stating that a family member of the employee has a serious medical condition carrying with it a significant risk of death occurring within a period of twenty-six (26) weeks. An employee is entitled to take the Family Medical leave within that twenty-six (26) week period.

8.2.1 Definitions:

Individuals prescribed as family members for the purpose of section 49.1 of the *Employment Standards Act* are:

1. the employee's spouse (including same-sex spouse)
2. a parent, step-parent or foster parent of the employee or of the employee's spouse
3. a child, step-child or foster child of the employee or of the employee's spouse
4. a brother, step-brother, sister or step-sister of the employee
5. a grandparent or step-grandparent of the employee or of the employee's spouse
6. a grandchild or step-grandchild of the employee or of the employee's spouse
7. a brother-in-law, step-brother-in-law, sister-in-law or step-sister-in-law of the employee
8. a son-in-law or daughter-in-law of the employee or of the employee's spouse
9. an uncle or aunt of the employee or of the employee's spouse
10. a nephew or niece of the employee or of the employee's spouse
11. the spouse of the employee's grandchild, uncle, aunt, nephew or niece
12. Family medical leave may also be taken for a person who considers the employee to be like a family member. An employee wishing to take a family medical leave for a person in this category must provide, at the employer's request, with a completed copy of the Compassionate Care Benefits Attestation form that can be obtained from Human Resources and Social Development Canada www.hrsdc.gc.ca.

When an employee takes Family Medical Leave, a medical certificate issued by a qualified health practitioner stating that the family member has a serious medical condition with a significant risk of death within 26 weeks is required. Also, for those employees taking leave under the broad category of "like a family member", a federal attestation form is required. The federal government developed a "Compassionate Care Benefits Attestation" form that is required for those persons applying for the Employment Insurance Compassionate Care Benefit under the "like a family member" category. The form needs to be signed by the gravely ill person or his or her legal representative, confirming that the caregiver is "like a family member".

An employer can request these documents from an employee who is taking Family Medical Leave to confirm the employee's eligibility, regardless of whether the employee is applying for the Employment Insurance Compassionate Care (EI) Benefit.

8.2.2 Commencement of Unpaid Leave:

The earliest an employee may start the leave is the first day of the week in which the twenty-six (26) week period is identified on the medical certificate begins.

8.2.3 End of Unpaid Leave:

An unpaid leave of absence under this section ends:

- a) on the last day of the work week in which the employee's family member dies;
or
 - b) the last day of the week in which the twenty-six (26) week period expires or the last day of the eight (8) weeks of Family Medical leave;
- Whichever is earlier.

8.2.4 Minimum Period of Absence:

An unpaid leave of absence taken under this section may only be taken in periods of not less than one work week's duration.

8.2.5 Total Amount of Leave:

The total amount of unpaid leave of absence that may be taken by two or more employees in respect of the care of support of the same family member shall not exceed eight (8) weeks.

8.3 Court Leave:

The UNFC shall grant leave with pay to an employee for the period of time required:

- a) To be available for jury selection;
- b) To serve on a jury;
- c) By subpoena or summons, to attend as a witness in any proceeding held:
 - in or under the authority of a court of justice or grand jury;
 - before a court, judge, justice, magistrate or coroner;
 - before the Senate or House of Commons of Canada or a Committee thereof, other than in the performance of the duties of the position;
 - before a legislative committee, legislative assembly or house of assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
 - before an arbitrator or umpire or person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

The employee must promptly report back to work, once their presence at court is no longer required.

8.4 Sick Leave:

Permanent full time employees shall earn sick leave credits at the rate of one and one-quarter (1.25) days for each month worked or a portion of that leave corresponding to the portion of the month worked **to a maximum of fifteen (15) days**. Permanent Part-time employees shall accumulate sick leave on a pro-rated basis, based on each one hundred and forty (140) hours of work performed **to a maximum of fifteen (15) part-time days**. Relief, casual or summer students shall not accumulate sick time. Sick leave is to be used for sick days ONLY. Any employee who abuses sick leave will be subject to discipline, including dismissal.

8.4.1 Authorization:

An employee shall be granted sick leave with pay when he/she is unable to perform his/her duties because of illness or injury provided that the employee:

- satisfies the supervisor of this condition;
- advises the supervisor as required; and
- has the necessary sick leave credits.

8.4.2 Doctor/Nurse Practitioner's Certificate:

An employee who is on sick leave for three (3) days or more must when required to do so by the Executive Director provide a doctor/nurse practitioner's certificate upon return to work. Employees who do not provide a doctor/ nurse practitioner's certificate, when requested to do so, in addition to any other disciplinary measure that may be taken against the employee, may adjust the wages of the employee to accord with the time taken and it will be viewed as absent from work without authorization.

Employees who are off sick for periods of up to 12 weeks and who provide a certificate from a doctor or nurse practitioner, will not be fired, laid off, demoted or disciplined.

8.4.3 Lack of Sick Leave Credits:

An employee must have sufficient sick leave credits to be granted sick leave with pay.

8.4.4 Other Leave:

An employee is not eligible for sick leave pay during any period in which he/she is on leave with or without pay or under suspension. This includes annual leave.

8.4.5 Carry-Over:

Employees may accrue all unused sick leave earned from one year to the next to a maximum of 15 days for use during the term of employment. Unused sick leave, earned during employment may not be converted to financial compensation at termination of employment. Where such provisions exist and are specified, the employee will be required to apply for such medical benefits and assistance as contained in group insurance policies, worker's compensation, etc.

Employees are encouraged to have accumulated at least 10 days sick entitlement in order to ensure no loss of pay when applying for benefits available through the UNFC's Group Benefit Plan (waiting period).

Pregnancy and Parental Leave:

8.5.1 Female Employees:

In the case of pregnancy:

A pregnant employee is entitled to a pregnancy leave whether she is full-time, part-time, permanent or contract employee:

- (i) shall be granted seventeen (17) weeks unpaid leave (pregnancy leave), starting no earlier than seventeen (17) weeks prior to the expected delivery date and ending at the latest 17 weeks following the actual delivery date; and
- (ii) an additional 35 weeks unpaid leave (parental leave) for the care of the child.

This means that a pregnant employee may be entitled to a total of fifty-two (52) weeks of unpaid leave. Under normal circumstances, she can take as much or as little of this leave as she wishes. The employee cannot, however, be forced to take a leave of absence for pregnancy unless the employer can prove that the employee is unable to perform the essential function of her job and that there is no appropriate alternative job available. If the employee intends to take parental leave, the employee normally must commence the parental leave immediately on expiry of the maternity leave.

8.5.2 Male/Female Employees:

To be eligible for parental leave an employee must have been hired for at least thirteen (13) weeks of work before the date the leave is going to start. A “parent “ includes a birth parent; an adopting parent (whether or not the adoption has been legally finalized) and a person who is in a relationship of some permanence with a parent of a child and who plans on treating the child as his/her own (includes same sex couples). Both parents have the right to take parental leave. Birth mothers who took pregnancy leave are entitled to take up to thirty-five weeks of unpaid parental leave. All other parents are entitled to take up to thirty-seven (37) weeks of unpaid parental leave. This leave commences for the birth mother on the expiration of the pregnancy leave. All other parents must begin their parental leave no later than fifty-two (52) weeks after the date their baby was born, or the date their child first comes into their care.

A male employee will be granted up to a maximum of one (1) day with pay to attend the needs directly related to the birth or adoption of his child. A maximum of two (2) additional days without pay may be granted at the discretion of the Executive Director.

8.5.3 Employer Requirements:

- (a) Employees who are on leave of absence for pregnancy or parental leave are entitled to be informed in writing of every employment, promotion or training opportunity arising during the leave for which they are qualified.
- (b) Employees on pregnancy or parental leave are entitled to be reinstated in their positions on their return.
- (c) Employees who cannot be reinstated in their former positions on return from pregnancy or parental leave must be placed in comparable positions with the same wages and benefits and in the same location, as it applies to the employee’s contract.

- (d) Employees whose workplace is reorganized during their pregnancy or parental leave are entitled on their return to employment with the wages and benefits they would have received had they been working during the reorganization. The employer is required to notify affected employees as soon as possible.
- (e) Employees on pregnancy or parental leave have a right to continue to take part in the group benefit plans. The employer will continue to pay its share of the premiums for plans that were offered before the leave. Employees must continue to pay their share of the premiums in order to continue to participate in these plans.
- (f) Seniority rights of an employee on pregnancy or parental leave accumulate during the entire period of the leave, however, while on the leave the employee is not earning credit for active service and so he/she is not earning paid vacation days during the leave itself. At the end of the leave the employee would not have earned any paid vacation.
- (g) Use of vacation days, or field days prior to pregnancy or parental leave is as follows:
 - Some or all of the employee's already allotted vacation time can be used prior to leave;
 - When the employee returns from leave, they will take the remaining original allotted vacation days prior to April 1st.
 - A full year (12 months of work) must be completed prior to an employee being allotted the next year's paid vacation time.
(For example: Jill worked April 1 to August 31 (5 months) prior to her pregnancy leave, when she returned she continued to work the remaining 7 months to complete her 12 months of work in order to receive her next allotment of paid vacation starting April 1.)
 - Field days are allocated after 6-months worked. They are pro-rated at .5 day per every month worked and allotted on April 1 and October 1 each year.
- (h) Statutory holidays and sick leave credits will not accumulate during pregnancy parental leave.
- (i) Both parents can be on leave at the same time.

8.5.3.1 Notice Requirements:

- (a) 1An employee intending to take pregnancy or parental leave shall give at least four (4) weeks' notice in writing to the Executive Director unless there is a valid reason why that notice cannot be given.
- (b) Every employee who intends to take pregnancy or parental leave shall give at least two (2) weeks written notice to the Executive Director on any change in the start date of the leave. An employee wanting to change the date he/she was scheduled to end to an earlier date, must give the employer a new written notice at least four (4) weeks before the new, earlier day. An

employee wanting to change the date he/she was scheduled to end to a later date, must give the employer a new written notice at least four (4) weeks before the date the leave was originally going to end. Unless the employer agrees, she/he can't schedule a new end date to his/her leave that would result in the leave taking longer than he/she is entitled to.

- (c) In the case of leave associated with pregnancy, employees must furnish the Executive Director with a doctor's certificate confirming the pregnancy.

9.0 CONDUCT AND BEHAVIOUR

9.1 Conduct and Behaviour:

Regulations for the acceptable conduct and behaviour of employees are necessary for the orderly operation of any business, for the benefit and protection of the rights and safety of employees and the protection of the UNFC's assets. Employees are expected to govern their conduct and behaviour in a manner consistent with the guidelines set out herein.

UNFC is committed to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. The possession, transfer, sale, or use of such materials on company premises or during the conduct of UNFCs business is prohibited. A breach of this policy will result in discipline up to and including discharge.

The purpose of this Statement of Policy is to provide guidelines, which may be changed from time to time, to promote understanding of what is considered acceptable and unacceptable conduct and behaviour; and to encourage consistency throughout the UNFC.

9.1.1 Responsibility:

Each employee is responsible for observing rules of conduct that are normally accepted as standard in a business enterprise.

The Executive Director is responsible for counselling employees promptly when their conduct or behaviour is inconsistent with the intent of this Statement of Policy.

9.1.2 Appropriate Behaviour:

Appropriate Conduct and Behaviour includes but is not limited to:

- Adherence to published policies, practices and procedures;
- Competent performance of all job duties assigned;
- Prompt and regular attendance at work;
- Courtesy to and respect for co-workers, clients, suppliers or any other persons who deals with the UNFC in the conduct of its operations;
- Wearing proper business attire and footwear during working hours, appropriate to the job performed.

9.1.3 Inappropriate Conduct And Behaviour:

Inappropriate Conduct and Behaviour includes but is not limited to:

- Loitering or loafing;
- Leaving work early without permission;
- Using obscene, abusive language;
- Spreading malicious gossip or rumors;
- Harassing, threatening, intimidating, coercing any person at any time;
- Horseplay or throwing objects;
- Reporting to work or working while under the influence of alcohol, drugs, or prohibited substances;
- Creating or contributing to unsanitary conditions;
- Insubordination; such as disregarding a direct order from a superior;
- Excessive personal use of telephones or computer facilities.

9.1.4 Unacceptable Conduct and Behaviour:

Unacceptable Conduct or Behaviour includes:

- Possession of guns, weapons, or explosives on company property;
- Possession, consumption, or use of alcoholic beverages or illegal substances while on company premises;
- Theft and/or falsification of company records;
- Indecency;
- Fighting;
- Poor or careless work;
- Sleeping while on duty;
- Accepting gifts, favours or gratuities from firms, organizations, agents, employees, clients or other individuals who may or do conduct business with

- the UNFC with a dollar value in excess of \$100.00 per item;
- Breach of Confidentiality.

9.1.5 Standards of Performance

- Adherence to the Personnel Policy
- Neat, clean dress and appearance
- Pleasant, cooperative manner in all relations
- Regularity of organized communications
- Clear verbal and written communications
- Independence and creativity in carrying out activities, decision-making, and developing new ideas
- A noticeable degree of self-development

9.1.6 Cause for Dismissal

- Unauthorized absence from work
- Repeated and unwarranted lateness
- Drinking on the job
- Criminal conviction
- Theft or misappropriation of funds
- Dishonesty in reporting expenses
- Poor public relations
- Inability to carry out assignments and responsibilities
- Insubordination
- Lack of confidentiality

9.2 Confidentiality:

In the course of delivery of services, the UNFC and its employees come into the possession of, and create records of, information which is, or may be, of a sensitive, highly personal and private nature. Accordingly, to protect the privacy of individuals receiving services from the UNFC, the UNFC must establish, and the employees of the Centre must strictly adhere to, a high standard of confidentiality in the administration and disclosure of its records.

9.2.1 Definition:

In this policy “record” means all recorded information, regardless of physical form or characteristics, that:

- (a) relates to a person receiving services from the UNFC;
- (b) is recorded in connection with the provision of services provided by the Centre or purchased from another agency and provided to the person or a member of the person’s family; and
- (c) is under control of the UNFC.

9.2.2 Disclosure of Information:

no The record of every person receiving services from the UNFC is confidential and
to employee shall disclose or communicate information from the record in any form
any person except:

- (a) in giving evidence in Court; or
- (b) by order of a Court; or
- (c) to the agency on behalf of whom the Centre is providing services: or
- (d) to a person employed, retained or consulted by the UNFC in the course of delivery of services;
- and (e) their own personal record if they are eighteen (18) years of age and over the record of a child who is in his or her lawful care and custody;
- be (f) The name of the person making a professional assessment or record may given, so the client may discuss the report with the appropriate person.

A breach of the UNFC's Confidentiality Policy, being part of the UNFC's Code of Conduct, constitutes just cause for immediate dismissal.

9.2.3 Oath of Confidentiality:

All employees, as a condition of employment, shall sign the Oath of Confidentiality during their initial hiring documentation and any time thereafter when an updated version requires signature. Disclosure of confidential information can be harmful to the UNFC and its clientele and could be the basis of legal action against the UNFC and the employee disclosing the information.

9.3 Code of Ethic's:

In order to be a member in good standing with the Ontario Federation of Indian Friendship Centre (OFIFC) an individual Friendship Centre must subscribe to the following principles:

- 1) A Member of the Federation must be a community directed organization who's Aims and Objectives are consistent with the OFIFC's and who defines itself as a Friendship Centre.
- 2) As a Member of the Federation, the Friendship Centre must first and foremost show respect and honour all Native Beliefs and Customs. As part of this the Friendship Centre must act and speak with pride and dignity that Native Heritage demands.
- 3) As a Federation Member, a Friendship Centre must be committed to information sharing, referrals, recreation and social activities, cultural reinforcement, community development and all other such activities which ensure Native people a better quality of life through Native self-determination.
- 4) The Friendship Centre must honour the belief of supporting unity amongst all Native people regardless of legal definitions of Status, Non-Status, Métis, Indian or Inuit. In supporting this belief, Friendship Centres are expected to offer its programming, counselling, information, etc., accordingly.

- 5) As a Federation Member, the Friendship Centre will support the work toward the stated Aims and Objectives of the Organization.
- 6) As a Federation Member, the Friendship Centre will at all times conduct itself in a manner that brings respect and credibility to the Federation and other Friendship Centres.
- 7) As a Federation Member, the Friendship Centre will be tolerant of diversity, honest with its opinion and above all respect the opinion of other Friendship Centres of Native groups even though they may disagree.
- 8) As a Federation Member, the Friendship Centre will bring any grievances, comments or criticisms relating to the Provincial organization to the attention of the OFIFC Board of Directors.
- 9) As a Federation Member, the Friendship Centre will endeavour to work co-operatively with other Friendship Centres to solve problems and to support mutual concerns.
- 10) As a Federation Member the Friendship Centre will endeavour to work co-operatively with other Native groups, organizations and representative Non-Natives towards a human society, equal opportunity for participation, tolerance of difference and respect for all living things.
- 11) Member and/or their representatives must honour and respect his/her commitments to the Federation as per requirements.

10.0 HARRASSMENT

10.1 The Policy:

The UNFC, in exercising its responsibility, endeavours at all times to provide a work environment that is supportive of productivity and the personal goals, dignity and self-esteem of every employee. Sexual harassment and other forms of harassment constitute unacceptable conduct and will not be tolerated.

10.2 Definition:

Sexual harassment means:

- (a) a course of abusive and unwelcome conduct or comment undertaken or made on the basis of sex, including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy, gender-determined characteristics, or sexual orientation; or
- (b) a series of objectionable and unwelcome sexual solicitations or advances; or
- (c) a sexual solicitation or advance made by a person who is in a position to confer benefit on, or deny any benefit to, the recipient of the solicitation or advance, if the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
- (d) a reprisal or threat of reprisal for rejecting a sexual solicitation or advance.

Other forms of harassment may include but are not limited to:

- (a) unsolicited or unwanted correspondence such as notes, letters or e-mails;
- (b) gestures that provoke fear, embarrassment or are intended to otherwise intimidate, defile or undermine a person;
- (c) playing or participating in practical jokes whether intended as harassment or not;
- (d) relating stories or events in public areas that include details that would embarrass or undermine a person's character;
- (e) gossiping or spreading rumours; and
- (f) acting in a rude or unprofessional manner when dealing with a person.

10.3 Employee Rights:

Employees have the right:

- (a) to file a complaint and to obtain a review of their complaint without fear of embarrassment or reprisal;
- (b) to be represented and accompanied by a representative of their choice to interviews related to their complaint;
- (c) to ensure that their written complaint, or written comments related to the fact that they have lodged a complaint, is excluded from their personnel files (unless the complaint is proven to have been made maliciously); and
- (d) to be kept informed throughout the process.

10.4 Steps to Be Taken By the Victim of Harassment:

Employees should attempt the following action if faced with harassment whether sexual or otherwise:

- (a) if possible, advise the person doing the harassing about their disapproval or unease;
- (b) if the harassment does not stop (or if unable to confront the person doing the harassing), advise the supervisor and in the event the supervisor is the person alleged doing the harassment then a Board member;
- (c) when making the complaint, describe as clearly as possible, the nature of the harassment, providing sufficient detail and description of the particulars to enable an investigation to be conducted; and
- (d) cooperate with all those responsible for dealing with the investigation of the complaint.

10.5 Steps to Be Taken By the Accused:

The person against whom the complaint has been made is entitled to:

- (a) to be informed promptly that a complaint has been made;

- (b) to be presented with a written statement of allegations and to be afforded the opportunity to respond to them;
- (c) to be represented and accompanied by a representative of their choice during the interviews related to the complaint;
- (d) to be entitled to have any written complaint, or written comments related to the fact that there has been a complaint made, excluded from their personnel file unless the complaint has been substantiated; and
- (e) to be kept informed during the process.

10.6 Resolving the Complaint:

Complaints should be filed as soon as possible and in any event within fourteen (14) calendar days of the employee's becoming aware of the circumstances giving rise to the complaint (or from when the employee should have been reasonably aware).

The UNFC will allow all concerned a reasonable opportunity to be heard. The UNFC shall reply to an employee's complaint within fourteen (14) calendar days after the day the complaint is presented to the UNFC, with an indication as to how it intends to proceed. The UNFC will ensure that the matter is dealt with quickly as is reasonable in the circumstances.

10.7 Corrective Measures:

The decision ultimately made by the UNFC shall be final and binding. The employees shall have no further right of appeal.

Where harassment has occurred, corrective measures may include:

- (a) disciplinary action against the harasser;
- (b) counselling, training and close supervision of the harasser;
- (c) separation of the harasser and victim;
- (d) employee assistance services for the victim, the harasser, or both if necessary;
- (e) awareness sessions, training or counselling for supervisory staff and/or other employees;
- (f) directed changes to relationship practices or styles in the workplace;
- (g) other such measures as may be needed to establish or re-establish a positive, productive work environment, or to correct knowledge, attitudinal or systemic deficiencies which have hindered the development of such an environment.

11.0 RESIGNATION

11.1 Voluntary Resignations:

11.1.1 Notice:

Employees who wish to terminate their employment are required to give a minimum of two (2) weeks written notice.

11.1.2 Abandonment of Duties:

Employees who abandon their duties by being absent for five (5) consecutive days without prior permission or reasonable cause will be regarded as having resigned, without the notice required, may forfeit any claim they may have for reimbursement of accumulated repayable benefits. The Executive Director, in consultation with the Board of Directors, will assess the reasons for the abandonment and the cost to the UNFC, and may deduct such costs from any monies owing to the employee.

11.1.3 Temporary/Casual Employees:

An employee hired on a temporary/ contract basis ceases employment at the end of the specified term, unless an extension has been authorized in writing by the Executive Director

Upon termination of employment, the employee shall forthwith deliver up any property belonging to the UNFC.

11.2 Involuntary Resignation:

11.2.1 Termination With Notice:

The Executive Director may lay-off employees whose services are no longer needed through changes in programs and administration, or whose services can no longer be paid for through changes in funding. In such cases, as much notice as is practicable will be provided as required by the Ontario Employment Standards Act.

Provided there is no breach of the Code of Conduct constituting just cause for termination, Permanent Full-time or Part-time employees shall be entitled to notice of termination of their employment. The UNFC will comply with the requirements of the Ontario Employment Standards Act with respect to all terminations.

An employee who has been employed less than three months and has his or her employment terminated is not entitled under the Employment Standards Act to notice of termination or termination pay.

The UNFC shall, upon the expiry of the prescribed notice period, pay to the employee any severance pay, wages or vacation pay to which he/she is entitled.

11.2.2 Payment in-lieu of Notice:

The UNFC may provide pay in lieu of the notice periods set out in paragraph 11.2.1 above, in an amount equal to the wages that the employee would have been entitled to receive at his/her regular rate for a regular non-overtime work week for the period of notice prescribed and shall pay during the period of notice prescribed all benefits applicable to the employee as if the employee were still employed. The employee shall be deemed during the period of notice prescribed to be actively employed on the same terms and conditions in existence during his employment for the purpose of entitlement to benefits.

12.0 PERFORMANCE EVALUATIONS

12.1 Performance Evaluation Policy:

Personnel Performance Evaluations are conducted to:

Compare an employee's work performance against the standards set for the position within the employee's job description;

Assist the employee in improving work performance;

Inform the employee of his/her progress on the job;

Determine employee-training needs;

Make appraisals for promotion, probation and raises in pay;

Assist in assigning work to better use employee skills and abilities; and

Identify areas requiring improvement.

12.2 Schedule:

Employee Performance Appraisals shall take place as follows:

Probationary Employee:

At three months and again just prior to the end of the probationary period of employment.

Anniversary of Employment:

All employees shall have a Performance Appraisal conducted on the annual anniversary of their employment.

Promotion:

All employees being considered for a promotion or internal applicants

changing employment status must undergo a Performance Appraisal.

12.3 Responsibility:

The responsibility for conducting a timely and accurate Performance Appraisal shall rest with the Executive Director or the employee's immediate supervisor.

12.4 Evaluation Procedure:

1. The Executive Director/Supervisor completes the Employee Performance Appraisal on the form provided for such purpose;
2. The Executive Director/Supervisor will conduct a personal interview with the employee concerned explaining the substance of the particular evaluation;
3. The employee may have up to one (1) week to respond to the evaluation's findings;
4. Areas requiring improvement shall be accompanied by a statement on recommended remedial action and time frame;
5. Both the employee and the Executive Director/Supervisor must sign the Performance Appraisal form; and
6. Should an employee fail to improve his/her performance in the stated period, the Executive Director/Supervisor may recommend that the employee be placed on probation for up to a 3-month period.

13.0 DISCIPLINE

13.1 POLICY

It is the policy of UNFC to be patient, fair and tolerant in the administration of its employees, and to encourage employees to exercise self-discipline at all times in their conduct and performance. However, willful or inexcusable breaches of policies, standard operating practices or normal business ethics are not acceptable and shall be dealt with in accordance with the provisions of this Statement of Policy.

Depending on the severity of the concern and the number of past occurrences, disciplinary action may call for any of five corrective steps -- informal counselling, verbal warning, written warning, suspension with or without pay, or termination of employment. Except for termination of employment, any step of the disciplinary procedure may be repeated more than once, if necessary.

13.2 PURPOSE

The purpose of this policy is to encourage consistent self-discipline and corrective action in the event of undesirable or unacceptable conduct, behaviour, or violations of policies, procedures or standard practices.

13.3 RESPONSIBILITY

13.3.1 Employee:

Employees are responsible for performing their work in a competent manner and displaying conduct and behaviour that is consistent with our policies and practices, as well as those practices that are generally regarded as standard in a business enterprise.

13.3.2 Executive Director:

The Executive Director/Program Manager is responsible for training, counselling, and coaching employees to understand the expectations of UNFC, and the improvements that are necessary to achieve the desired level of performance and/or behaviour.

The Executive Director/Program Manager is responsible for ensuring employees are treated fairly, with dignity and respect, and for ensuring that employees have been provided with appropriate coaching and assistance throughout the discipline process.

The Executive Director/Program Manager is responsible for ensuring this policy is applied objectively, promptly, and consistently to all employees and throughout the discipline process and in the application of the procedures outlined herein.

13.4 PROCEDURE

Discipline may be administered at any time when an incident or developing pattern of behaviour creates a serious concern for the Executive Director/Program Manager. Discipline may be administered in the form of informal counselling or formal discipline. Any informal counselling or formal discipline shall be administered as soon as possible (within 24 hours) after the facts giving rise to the discipline become known to the Executive Director/Program Manager.

13.4.1 Informal Counselling:

When an incident occurs that warrants informal counselling under this policy, the Executive Director/Program Manager shall bring the incident to the employee's attention, as soon as the facts giving rise to the incident become known. The Executive Director/Program Manager and the employee should discuss the concerns and agree on a corrective action plan, if necessary. The Executive Director/Program Manager is expected to follow-up with the employee to ensure the corrective action plan is effective and the desired results are achieved. If the desired changes or results are not achieved after a reasonable period of time, then a formal discipline step may be implemented.

13.4.2 Formal Discipline:

(a) Verbal Warning:

(i) This formal step usually occurs when informal counselling has not produced the required results; or a situation has become progressively worse with respect to the same concern or another unrelated, but cumulative situation.

(ii) Employee actions giving rise to a verbal warning must be investigated and documented by the Executive Director/Program Manager and then be brought to the attention of the employee. The documented facts are useful in preventing misinterpretation and are used in establishing the standard of performance and/or

behaviour that is expected.

(iii) The Executive Director/Program Manager is required to keep a record of all verbal warnings that are issued.

(b) Written Warning:

(i) Written warnings are considered a severe discipline action and are usually issued after verbal warnings have failed to correct a concern; or, the situation warrants discipline that is more severe than informal counselling or a verbal warning.

(ii) Prior to issuing a written warning, the Executive Director/Program Manager shall document all pertinent facts related to the incident. A written warning shall contain a full description of the facts giving rise to the warning and include the date, time and place of the incident(s). Upon issuing a written warning a corrective action plan which outlines the improvement(s) required and the time frame within which the improvement(s) are to be achieved shall be developed. Whenever possible, the corrective action plan would be mutually acceptable to and be signed by both parties. A copy of the written corrective action plan shall be provided to the employee. A follow-up meeting should be scheduled no later than thirty (30) days following the date on which the written warning and corrective action plan is issued.

(iii) Written warnings, related documentation, and corrective action plan are required to be filed in the employee's Personnel file.

(iv) If, in the opinion of the Executive Director/Program Manager, a written warning fails to correct the concern, more severe discipline action may be required, including progression to a higher level of involvement, and may also include advising the employee that failure to correct shortcomings could place the employee's continued employment at risk.

(c) Disciplinary Suspension:

(i) Suspension from duty may occur only after the written warning discipline step has failed to correct the situation and the employee has been properly advised that a suspension may occur if shortcomings are not corrected. Disciplinary suspensions may also occur, without prior warnings, if the suspension is administered because of unacceptable conduct or behaviour. The Executive Director/Program Manager may suspend an employee for up to five (5) working days, with or without pay and shall give written notice of suspension to the Board of Directors the next working day. The Board of Directors must approve a suspension exceeding five (5) working days.

(d) Discharge:

(i) Discharge may occur only after the formal discipline steps have been exhausted or the investigation of an immediate suspension is deemed to warrant such action. The decision to discharge an employee is a serious step that can have repercussions for both the discharged employee and for the UNFC.

(ii) A discharge, for any reason, must be properly documented and approved, in advance by the Board of Directors.

14.0 TRAINING AND DEVELOPMENT

14.1 Policy:

The UNFC shall endeavour to provide employees with the opportunity to work, learn, develop and advance within the UNFC. The extent of advance will be determined by the motivation of employees in using the available resources and seeking out more responsible positions.

Employees are encouraged to participate in all courses, seminars, conferences or workshops which are of benefit to the UNFC and assist with the employee's development and performance provided it is within the mandate and budget of the UNFC. Financial assistance will be provided at the discretion of the Executive Director.

14.2 Financial Assistance:

Full time employees who have completed their Probationary Period are eligible to apply in writing for financial assistance to a maximum of five-hundred (\$500.00) dollars prior to their enrolment in a course of study. Employees must remain actively employed with the UNFC throughout the duration of the course of study.

14.3 Approved Payment:

Payment shall occur once an employee provides documentation that he/she has completed the program and achieved a passing grade. If an employee terminates his/her position with the UNFC within six (6) months after completion of a course of study, all monies which have been paid to the employee with respect to the course shall be considered a debt justly due and owing from the employee to the UNFC.

14.4 Professional Membership

The UNFC reimburses employees for periodic professional association fees or dues required to maintain professional status or to take membership in community organizations.

15.0 EMPLOYEE GRIEVANCE PROCEDURE

15.1 Grievance Policy:

The UNFC intends to provide an effective and acceptable means to bring problems and complaints concerning the conditions of their employment to the attention of management and has therefore established a formal grievance procedure.

A Grievance is defined, as any condition of employment that the employee thinks or feels is unjust or inequitable. Under the procedure, employees may submit grievances as follows:

15.2 Step One:

To ensure prompt attention, grievances shall be submitted in writing within five (5) working days of the event prompting the grievance to their immediate supervisor.

The employee must present the grievance personally but may bring another employee to appear with him/her.

The supervisor shall make every effort to resolve the grievance in the first instance. A permanent record of the grievance shall be maintained

15.3 Step Two:

If the grievance cannot be settled by the employee's immediate supervisor, the supervisor shall, within five (5) working days of being notified of the grievance, notify the Executive Director and forward all relevant documentation.

15.4 Resolving the Grievance:

The Executive Director shall attempt to resolve the question and respond within five (5) working days of being notified of a grievance.

The Executive Director may talk with the employee and the supervisor to get any clarification of the problem.

The Executive Director shall schedule a meeting, within three (3) working days of being notified of the written grievance, with the employee and the employee's immediate supervisor. If the employee so desires, he/she may have a fellow employee attend the meeting to either speak for the employee or witness the proceedings. The Executive Director will ensure that all proceedings of the meeting are recorded and will provide all concerned with copies of the record and the decision reached.

15.5 Final Level of Grievance:

In the event that the Executive Director cannot resolve the grievance, the grievance shall be directed to the President of the Board of Directors or the Chair of the Personnel Committee. The Board of Directors or the Personnel Committee shall act as the final level of appeal.

15.6 Grievance Against Executive Director

In the event that an employee wishes to record a grievance against the Executive Director, the employee shall submit the grievance in writing to the President of the Board no later than 5 working days of the event giving rise to the grievance.

15.6.1 A copy of the grievance shall be forwarded to the Executive Director. The Executive Director shall be allowed an opportunity for him/her to answer to the grievance. The Executive Director may elect to be represented by any person, but the Executive Director shall bear any cost of their representation. The President of the Board may review any relevant documentation; interview any person including the employee making the grievance and any other employee or employees whose witness might be relevant.

15.6.2 If the President of the Board feels he/she cannot resolve the grievance, than he/she will recommend that a Review Committee from the Board of Directors be formed.

15.6.3The Review Committee shall then determine that:

- the grievance is without merit, in which case the grievance shall be noted as such and the employee making the grievance shall be so advised, in which case the matter is at an end and there is no further appeal; or
- the grievance has merit and in which case the Review Committee shall formulate a resolution of the matter by imposing such conditions as may be necessary in the circumstances and shall forward a copy of the resolution of the matter to the employee making the grievance and the Executive Director as the case may be.

**UNITED NATIVE FRIENDSHIP CENTRE
Grievance Notification
Form 1 - Step 1**

Name of Employee:

Date:

Nature of Complaint:

Signature of Supervisor:

Signature of Employee:

**UNITED NATIVE FRIENDSHIP CENTRE
Supervisor's Report on Grievance**

Form 2 - Step 2

Name of Employee:

Date Grievance Filed:

Nature of Grievance:

Steps Taken To Resolve Grievance:

Signature of Supervisor

Date:

UNITED NATIVE FRIENDSHIP CENTRE

Executive Director's Report On Grievance

Form 3 - Step 3

Name of Employee:

Date Grievance Filed:

Findings of Review:

Recommendations:

Date:

**16.0 PERSONAL INFORMATION PROTECTION AND
ELECTRONICS DOCUMENTS ACT**

16.1 **POLICY:**

UNFC has always been and will continue to be, committed to maintaining the accuracy, confidentiality, and security of your personal information. As part of this commitment they have established “*Ten Privacy Principles*” to govern their actions as they relate to the use of personal and financial information.

16.2 **PURPOSE:**

The Policy is designed to assist you in understanding how we collect, use and safeguard the personal information you provide to us. This statement will be continuously assessed against new technologies, business practices and personal needs. These principles have been built upon the values set by the Canadian Standards Association’s Model Code for the Protection of Personal Information and Canada’s Personal Information Protection and Electronic Documents Act. (PIPED)

16.3 ***Principle One – Accountability***

We are responsible for personal information in our possession or under our control.

Responsibility for compliance with the provisions of our Privacy Policy rests with our Executive Director (Privacy Officer). Other individuals within our organization may be delegated to act on behalf of our Executive Director/Privacy Officer or to take responsibility for the day-to-day collection and processing of personal information.

We will implement policies and procedures to give effect to our Privacy Policy, including: implementing procedures to protect personal information and to oversee our compliance with our Privacy Policy; developing information material to explain our policies and procedures; training our employees and contractors about our policies and procedures; and establishing procedures to receive and respond to inquiries or complaints.

16.4 ***Principle Two – Identifying Purposes for Collection of Personal Information***

We will identify the purpose for which personal information is collected at or before the time the information is collected.

We collect personal information only for the following purposes:

- (a) to identify our employees, members, constituents and other stakeholders;
- (b) to establish and maintain responsible relationships with our employees, members, constituents and other stakeholders;
- (c) to understand, develop and/or enhance the needs, desires, concerns or opinions of our employees, members, constituents and other stakeholders;
- (d) to provide products and/or services and carry out organizational activities, all with a view to advancing the goals of our Mission Statement;

- (e) to manage and develop our business and operations; and
- (f) to meet legal and regulatory requirements.

When personal information that has been collected is to be used or disclosed for a purpose not previously identified, the new purpose will be identified prior to use. Unless the new purpose is permitted or required by law, consent will be required before the Personal information will be used or disclosed for the new purpose. Record shall be kept identifying purposes and obtained consent for easy reference in case individual requests an account of such information.

16.5 Principle Three – Obtaining Consent for Collection, Use or Disclosure of Personal Information

The knowledge and consent of an individual is required for the collection, use or disclosure of personal information except where inappropriate.

In obtaining consent, we will use reasonable efforts to ensure that an individual is advised of the identified purposes for which personal information is being collected, used or disclosed. Purposes will be stated in a manner that can be reasonably understood by that individual.

Generally, we will seek consent to use and disclose personal information at the same time as we collect the information. However, we may seek consent to use and disclose personal information after it has been collected, but before it is used or disclosed for a new purpose.

In determining the appropriate form of consent, we will take into account the sensitivity of the personal information and the reasonable expectations of the individual to whom the personal information relates.

An individual may withdraw consent at any time, subject to legal or contractual restrictions and reasonable notice. Individuals may contact us for more information regarding the implications of withdrawing consent.

In certain circumstances, personal information can be collected, used or disclosed without the knowledge and consent of the individual. For example:

- if it is clearly in the interests of the individual and consent cannot be obtained in a timely way, such as when the individual is seriously ill or mentally incapacitated;
- if seeking the consent of the individual might defeat the purpose for collecting the information, such as in the investigation of a breach of an agreement or a contravention of a federal or provincial law, or that of a foreign jurisdiction;
- if there is an emergency where the life, health or security of an individual is threatened; or

- if disclosure is to a lawyer representing us to comply with a subpoena, warrant or other court order, or is otherwise required or authorized by law.

16.6 Principle Four – Limiting Collection of Personal Information

The personal information collected must be limited to those details necessary for the purposes identified by UNFC. We will collect personal information by fair and lawful means.

Generally, we will collect personal information from the individual to whom it relates.

We may also collect personal information from other sources including employers or personal references, or other third parties who represent that they have the right to disclose the information.

16.7 Principle Five – Limiting Use, Disclosure and Retention of Personal Information

We will not use or disclose personal information for purposes other than those for which it was collected, except with the consent of the individual or as required by law. We will retain personal information only as long as necessary for the fulfillment of the purposes for which it was collected.

We may disclose an individual's personal information to:

- a third party that is involved in supplying that individual with our products or services or in otherwise carrying out our organizational activities;
- a third party that we have engaged to perform functions on our behalf, such as direct mail processing;
- a person who, in our reasonable judgment, is seeking the information as an agent of that individual. For example, we may provide information about an individual's donations or sponsorships to that individual's legal, accounting or financial advisors if we are satisfied that an individual's legal, accounting or financial advisors, if we are satisfied that an advisor is requesting the information on behalf of that individual;
- a public authority or agent of a public authority if, in our reasonable judgment, it appears that there is imminent danger to life or property which could be avoided or minimized by the disclosure of the information;
- a third party that is affiliated with or otherwise related to or part of our organizational group;
- a third party where that individual has consented to such disclosure;

- a third party with whom we are negotiating for the purpose of them taking over some of our product and/or service offerings and /or other organizational activities; and
- a third party where such disclosure is required or permitted by law.

Only our employees, contractors and directors with a business need to know, or whose duties or services reasonably so require, are granted access to personal information about our employees, members, constituents and other stakeholders.

We will keep personal information only as long as it remains necessary or relevant for the identified purposes or as required by law. Depending on the circumstances, where personal information has been used to make a decision about an individual, we will retain, for a period of time that is reasonably sufficient to allow for access by that individual, either the actual information or the rationale for making the decision.

We will maintain reasonable and systematic controls, schedules and practices for information and records retention and destruction which apply to personal information that is no longer necessary or relevant for the identified purposes or required by law to be retained. Such information will be destroyed, erased or made anonymous.

16.8 *Principle Six – Accuracy of Personal Information*

Personal information must be maintained in as accurate, complete and up-to-date as necessary to fulfill the purpose for which it is to be used.

Personal information used by us will be sufficiently accurate, complete, and up-to-date to minimize the possibility that inappropriate information may be used to make a decision about an individual.

We will update personal information about an individual as necessary to fulfill the identified purposes or upon notification by that individual.

16.9 *Principle Seven – Use Appropriate Safeguards*

We will protect personal information through the use of security safeguards appropriate to the sensitivity of the information.

We will use appropriate security measures to protect personal information against such risks as loss or theft, unauthorized access, disclosure, copying, use, modification or destruction, regardless of the format in which it is held.

We will protect personal information disclosed to third parties by contractual or other means stipulating the purposes for which it is used and the necessity to provide a comparable level of protection.

16.10 *Principle Eight – Openness concerning Policies and Procedures*

UNFC will make readily available to our employees, members, constituents or other stakeholders specific information about our policies and procedures relating to our management of personal information. Information about these policies and practices may be made available in person, in writing, by telephone, or in publication.

16.11 Principle Nine – Giving Individuals Access to Personal Information

We will inform an individual of the existence, use and disclosure of his or her personal information upon request, and will give the individual access to that information. An individual will be able to challenge the accuracy and completeness of the information and request to have it amended as appropriate.

Upon request, we will provide an employee, contractor, member or other stakeholder with a reasonable opportunity to review the personal information in our records. Personal information will be provided in an understandable form within a reasonable time and at a minimal or no cost to the individual.

In certain situations we may not be able to provide access to all of the personal information we hold about an individual. In such a case, we will provide the reasons for denying access upon request. For example:

- if doing so would likely reveal personal information about another individual or could reasonably be expected to threaten the life or security of another individual;
- if doing so would reveal any of our confidentiality information;
- if the information is protected by solicitor-client privilege;
- if the information was generated in the course of a formal dispute resolution process; or
- if the information was collected in relation to the investigation of a breach of an agreement or a contravention of federal or provincial law, or that of a foreign jurisdiction.

Upon request, we will provide an account of the use and disclosure of personal information and, where reasonably possible, will state the source of the information. In providing an account of disclosure, we will provide a list of organizations to which we may have disclosed personal information about the individual when it is not possible to provide an actual list.

In order to safeguard personal information, an individual may be required to provide sufficient identification information to permit us to account for the existence, use and disclosure of personal information and to authorize access to a particular file. Any such information will be used only for this purpose.

We will promptly correct or complete any personal information found to be inaccurate or incomplete. Any unresolved differences as to accuracy or completeness will be noted in the individual's file. Where appropriate, we will transmit to third parties having access to

the personal information in question any amended information or the existence of any unresolved differences.

Individual can obtain information or seek access to their personal information by contacting our Privacy Officer during our office hours.

16.12 Principle 10 – Challenging Compliance

An individual will be able to address a challenge concerning compliance with the above principles to our Privacy Officer.

We will maintain procedures for addressing and responding to all inquiries or complaints from any employee, member, constituent or other stakeholder about our handling of personal information.

We will inform our employees, member's, constituents or other stakeholders about the existence of these procedures as well as the availability of complaint procedures.

Our Privacy Officer may seek external advice where appropriate before providing a final response to individual complaints.

We will investigate all complaints concerning compliance with our Privacy Policy. If a complaint is found to be justified, we will take appropriate measures to resolve the complaint including, if necessary, amending our policies and procedures. An individual will be informed of the outcome of the investigation regarding his or her complaint.

17.0 E-MAIL, INTERNET & CELL PHONES

17.1 Internet & E-Mail:

E-Mail is a critical component of the communication system. The E-Mail system is provided by the UNFC for employees to facilitate the performance of company work and their contents are the property of the UNFC.

Although UNFC does not make a practice of monitoring this system, management reserves the right to retrieve the contents for legitimate reasons, such as to find lost messages, to comply with investigations of wrongful acts or to recover from system

failure.

Personal use of E-Mail by employees is allowable but should not interfere with or conflict with business use. Employees should exercise good judgment regarding the reasonableness of personal use.

Use of E-Mail is limited to employees of UNFC. Employees are responsible to maintain the security of their account and password.

Efficient use of the E-Mail system suggests that messages should be concise and directed to individuals with an interest or need to know.

Misuses of E-Mail can result in disciplinary action up to and including termination. Examples of misuse include the following:

- Obscene, profane or offensive material being transmitted over any company communication system is prohibited. This includes, for example, accessing erotic materials via news groups.
- Also, messages, jokes or forms which violate our harassment policy or create an intimidating or hostile work environment are prohibited.
- Use of the company communications system to set up personal businesses or send chain letters is prohibited.
- Forwarding of company confidential messages to locations outside is prohibited.
- Breaking into the system or unauthorized use of a password/mailbox is prohibited.
- Broadcasting unsolicited personal views on social, political, religious or other non-business related matters is prohibited.

The purpose of this Statement of Policy is to ensure that employees are advised that E-Mail is not private and may be monitored; that E-Mail should be treated with the same prudence as written correspondence since it can be retrieved months or years later; that E-Mail should be used for business purposes only and that any personal E-Mail will be subject to the same monitoring as business E-Mail.

17.2 CELL PHONES AT WORK:

Intent

The United Native Friendship Centre has adopted this policy to govern the use of cellular phones in the workplace. This policy is intended to cover cellular telephones, PDAs, BlackBerries, two-way radios, and all other forms of portable communication devices. For the purposes of this policy, all communication devices shall be referred to as “cellular phones”.

Scope

This policy applies to all United Native Friendship Centre employees.

Policy

1. United Native Friendship Centre employees are directed to utilize their personal or company-supplied cellular phones for business purposes only during regular business hours.
2. Cellular phones are a distraction in the workplace. To ensure the effectiveness of meetings, employees are asked to leave cell phones at their desk. In the event of an emergency or anticipated emergency that requires immediate attention, the cell phone may be carried to the meeting on silent or vibrate mode.
3. Employees are expected to exercise the same discretion in using personal cell phones as they use with company phones. Excessive personal calls during the workday, regardless of the phone used, can interfere with employee productivity and be distracting to others.
4. Employees are directed to avoid making or receiving personal calls during work time, and use personal cellular phones only during scheduled breaks or lunch periods in non-working areas.
5. Personal calls should be made during non-work time, and employees should ensure that their friends and family members are instructed of this policy.
6. United Native Friendship Centre is not liable for the loss of personal cellular phones brought into the workplace.
7. United Native Friendship Centre strictly prohibits the use of cellular phones or similar devices while at any work site at which the operation of such device would be a distraction to the user and/or could create an unsafe work environment. Such work sites must be secured or the device used only by an employee who is out of harm's way at such work environments.
8. United Native Friendship Centre employees are strictly prohibited from using cellular phones for any other available purpose (e.g. internet access, gaming, texting, music) during business hours. These functions may be used during scheduled breaks or lunch periods in non-working areas.
9. United Native Friendship Centre employees are strictly prohibited from using any cellular phone or similar device as an unauthorized media storage device for the storage or transportation of United Native Friendship Centre business information.
10. For privacy reasons, United Native Friendship Centre employees are prohibited from taking photographs of company facilities or personnel using any camera functions on their cellular phone without first obtaining express written permission from the company.

Use of Mobile Phones While Operating a Motor Vehicle

- United Native Friendship Centre strictly prohibits the use of mobile phones, and PDA's while operating United Native Friendship Centre owned and operated vehicles, or while operating a vehicle on United Native Friendship Centre business.
- The use of hands-free mobile phones should be kept to a minimum when driving.
- To make or receive calls:
 - Pull over and stop;
 - Allow a passenger to operate the phone;
 - Use voice mail and respond to the call at a safer time; or
 - Let someone else drive, freeing you up to make or receive calls.

Employees are solely responsible for any fines and/or charges laid by the authorities for illegal use of a phone or PDA while operating a vehicle in the course of their employment. Employees who choose to violate the policy will face disciplinary measures up to termination, or face legal responsibility if in the course and scope of their duties they are involved in a car accident and there is evidence that they were using their cell phone while driving, and the employer is sued.

17.3 RESPONSIBILITY:

The Executive Director is responsible to ensure that all employees are aware of, and understand this Statement of Policy and the Executive Director is responsible to ensure the efficient use of the communication systems according to this policy.

Employees are responsible to conduct themselves accordingly to this Statement of Policy.

17.4 PROCEDURE:

Where issues arise, the Executive Director will deal directly with the employee and apply Disciplinary Action appropriate to the issue.