



# **Human Resources Policy**

**APPROVED BY AFNWA BOARD**

**24 JUNE 2020**

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## Article 1

### INTERPRETATIONS AND DEFINITIONS

#### 1.01

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

#### 1.02 DEFINITIONS

- (a) "AFNWA" means the Atlantic First Nations Water Authority.
- (b) "AFNWA **Code of Conduct**" means the most current version of the Code of Conduct as approved by the AFNWA Board and attached to each employee contract.
- (c) "**Casual Employee**" means a person employed for a specified task for which no permanent funding or employment status can be assured or means a person who was hired to a specific position during the absence of an employee.
- (d) "**Manager of Corporate Services**" means an employee who is responsible for
  - (1) financial matters within AFNWA,
  - (2) calculating vacation leave accumulated each fiscal year for each employee, and
  - (3) such other duties and responsibilities as delegated to him or her by the Chief Executive Officer.
- (e) "**Dismissal**" is the termination of services either:
  - (1) with "cause", which will be immediate and without notice, pay in lieu of notice, or severance, or
  - (2) without cause, in which case the employee will be entitled to appropriate notice, pay in lieu of notice and/or severance;
- (f) "**Employee**" means, unless otherwise defined, all classifications of employment at the Atlantic First Nations Water Authority.
- (g) "**Executive Committee**" means the Chair and Vice Chair of the AFNWA Board.
- (h) "**Chief Executive Officer [CEO]**" is an employee with a job classification, whose duties are set out in the current position specification. The CEO is primarily responsible for strategic leadership, managing day to day operations, the planning and execution of operating and capital budgets, and development of policies and programs for AFNWA.
- (i) Interim Chief Operating Officer is an employee reporting to the interim CEO and is a member of the Senior Management team. The interim COO will carry out the duties as defined in the current job description.

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- (j) "**Fiscal Year**" means April 1 to March 31.
- (k) "**Immediate Family Member**" means the employee's spouse or common-law partner; father and mother and the spouse or common-law partner of the father or mother; employee's children and the children of the employee's spouse or common-law partner; the employee's grandchildren; the employee's brothers and sisters; the grandfather and grandmother of the employee; the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother, a sibling of the spouse or common law partner; and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides. A common-law partner is a person who has been cohabiting with an individual in a conjugal relationship for at least one year, or who had been so cohabiting with the individual for at least one year immediately before the individual's death;
- (l) "**Job Description**" means a written outline of the duties and employment expectations of an Employee and the position held by that Employee;
- (m) "**Just Cause**" includes, but is not limited to, the following: willful misconduct, neglect of duty, or continued unsatisfactory performance;
- (n) "**Leave of Absence**" means absence from work with permission, without pay;
- (o) "**Overtime**" is time worked in excess of the employee's regularly scheduled hours of work;
- (p) "**Personnel Committee**" means a committee made up of at least two Managers from the Senior Management Team [one of which is the Manager of Corporate Services] as well as the HR Supervisor, whose mandate includes the following:
- Consult with CEO on personnel matters.
  - Provide advice to the CEO and Senior Management Team on personnel policies, permanent layoffs, reorganization and rates of pay.
  - Perform job evaluations in conformance with the HAY methodology, as licensed through Korn Ferry
- (q) "**Probationary Employee**" means a person who has been hired for a position, but who has not yet completed the probationary period required.
- (r) "**Probationary Period**" means a period of time prior to which a Probationary Employee gains Employee status; Probationary Period applies to AFNWA employees who accept new positions within AFNWA.
- (s) "**Respectful Workplace Complaint**" means a complaint made pursuant to the procedures in Article 37 of this Policy.
- (t) "**Seniority**" means the total accumulated months of paid employment by the Employee but shall not include periods of previous employment with AFNWA that occurred more than five years prior to the date of last employment.
- (u) "**Senior Management Team**" includes the CEO, interim COO, Manager of Corporate Services, Manager of Engineering, Manager of Operations and Manager of Communications and Outreach.

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- (v) "**Service**" means the total accumulated months of full-time or part-time paid employment.
  - (w) "**Spouses**" include common-law or married partners;
  - (x) "**Suspension**" is a disciplinary action which may be with or without pay, for a period not normally exceeding thirty (30) days, as determined by the Personnel Committee;
  - (y) "**Term Employee**" means a person who is hired to fill a position for a stated period of time;

## Article 2

### CHIEF EXECUTIVE OFFICER

#### 2.01

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

The Executive Committee will provide formal feedback to the CEO on performance of his/her activities and objectives, on behalf of the AFNWA Board, on an annual basis.**2.02**

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

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

## Article 3

### REGULAR EMPLOYEES

#### 3.01

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

#### 3.02

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

- a) effective start date of employment.
- b) probationary period.
- c) description of expected duties.
- d) salary and applicable benefits, if any.
- e) applicable AFNWA policies; and
- f) expected hours of work.

### **3.03**

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

## **PART-TIME APPOINTMENTS**

### **3.04**

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

### **3.05**

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

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

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## CASUAL EMPLOYEES

### 3.06

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

### 3.07

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

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

### 3.08

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

## Article 4

### HIRING

#### 4.01

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

#### 4.02

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

## Article 5

### NOTICE OF RESIGNATION

#### 5.01

If the Chief Executive Officer, or any member of the Senior Management Team desires to terminate his or her appointment he or she shall give one-month notice in writing. All other

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employees desiring to terminate their employment shall give ten (10) business days' notice in writing.

### **5.02**

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

### **5.03**

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

## **Article 6**

### **DISCIPLINE BY SUSPENSION OR DISMISSAL**

#### **6.01**

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

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

#### **6.02**

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

#### **6.03**

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

## **Article 7**

### **TERMINATION OF EMPLOYMENT DUE TO LAYOFF**

#### **7.01**

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

#### **7.02**



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

## **Article 8**

### **RETIREMENT**

#### **8.01**

There shall be no compulsory retirement age for employees.

## **Article 9**

### **PAY**

#### **9.01**

Rates of pay for all categories of employees shall be approved by the CEO on recommendations of the Personnel Committee.

## **Article 10**

### **EMPLOYEE PROBATIONARY AND PERFORMANCE EVALUATIONS**

#### **10.01**

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

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

#### **10.02**

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

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

#### **10.03**

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

#### **10.04**

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

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### **10.05**

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

### **10.06**

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

### **10.07**

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

## **Article 11**

### **EMPLOYEE FILES**

#### **11.01**

AFNWA shall maintain a personnel file for every employee, and, where necessary in the particular circumstances, a medical information file, which is kept separate and apart from the employee's personnel file.

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

#### **11.02**

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

#### **11.03**

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

#### **11.04**

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

#### **11.05**

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

#### **11.06**

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

### **Article 12**

#### **DISCRIMINATION AND HARASSMENT**

##### **12.01**

There shall be no harassment, sexual harassment, abuse of authority, bullying, or discrimination by or toward any employee of AFNWA. Employees shall familiarize themselves with the Code of Conduct and with the Respectful Workplace Procedures which are contained at Article 37 of this document.

##### **12.02**

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

### **Article 13**

#### **HEALTH AND SAFETY**

##### **13.01**

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

### **Article 14**

#### **HOURS OF WORK AND OVERTIME**

##### **14.01**

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

##### **14.02**

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

#### **14.03**

It is recognized that situations will arise when overtime is the only practical means of completing the necessary work. Casual, part time or probationary employees shall be compensated in lieu of hours worked. Prior written approval for over time must be obtained from the Department Head, who must be satisfied that the overtime was necessary, and the work could not have been completed during regular working hours.

#### **14.04**

For each hour worked in excess of 40 hours per week, regular employees, except for the CEO, and Managers, may choose to either:

- (a) take 1.5 hours off with pay for each hour worked, again subject to management approval regarding scheduling; or
- (b) be paid for their overtime hours at 1.5 times their regular hourly rate of pay.

Such compensatory time shall be taken within three months following accumulation. If it is not taken within that timeframe, it shall be paid out within the next 30 days at the same rates as set out above (i.e. equivalent hourly pay for weekly hours above 40).

#### **14.05**

The CEO may enter into a compressed work week schedule for full-time regular employees. Employees will still be required to work a forty (40) hour work week; however, hours worked each day may be increased to allow for other days off during a two-week period. The approved schedule must be written and signed by the employee and Department Head. Violation of any of the contract terms will terminate the application of this policy for that employee.

### **Article 15**

#### **VACATIONS**

##### **15.01**

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

##### **15.02**

All casual, part time and probationary employees shall be paid vacation pay at the rate of 4% of their wages earned to date. After five (5) years of employment the rate for vacation pay rises to 6%, and after ten (10) years of employment the rate for vacation pay rises to 8%. Such vacation pay will be paid quarterly or at the end of their term of employment.

##### **15.03**

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

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

#### **15.04**

An employee shall be granted vacation leave at such time(s) during the year as their supervisor approves in order to ensure sufficient staffing in a manner consistent with Article 15.08. Leave forms can be obtained from the Manager of Corporate Services and must be filled out as soon as the vacation leave is approved.

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

#### **15.05**

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

#### **15.06**

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

#### **15.07**

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

#### **15.08**

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

#### **15.09**

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

**15.10**

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

**15.11**

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

**15.12**

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

**15.13**

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

**Article 16**

**STATUTORY HOLIDAYS**

**16.01**

Employees shall be granted the following paid holidays:

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

**16.02**

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

**16.03**

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

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

#### **16.04**

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

### **Article 17**

#### **SPECIAL LEAVE**

##### **17.01**

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

##### **17.02**

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

### **Article 18**

#### **MEDICAL LEAVE**

##### **18.01**

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

##### **18.02**

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

##### **18.03**

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

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**18.04**

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

**18.05**

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

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

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

In addition, where the need for accommodation is considered, the Manager of Corporate Services may request information on an employee's medical condition, the prognosis, how it affects job performance, and may determine what reasonable accommodations may be made to assist the employee in returning to work.

**18.06**

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

**18.07**

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

**18.08**

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

**18.09**

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

**18.10**

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

**18.11**



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

### **18.12**

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

## **Article 19**

### **BEREAVEMENT LEAVE**

#### **19.01**

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

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

## **Article 20**

### **PARENTAL LEAVE**

#### **20.01**

An employee who is pregnant or has a partner who is pregnant is entitled to parental leave of seventeen (17) weeks. Maternity leave may be extended by any time in which the child is hospitalized, up to a total of 52 weeks.

#### **20.02**

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

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### **20.03**

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

### **20.04**

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

### **20.05**

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

### **20.06**

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

## **Article 21**

### **PARENTAL/ADOPTION LEAVE**

#### **21.01**

In accordance with applicable legislation, employees shall be entitled to a leave of absence from employment of up to sixty three (63) weeks to care for a new born child of the employee or a child who is in the care of the employee for the purpose of adoption. In the event the biological mother elects to take parental leave, it shall be taken immediately after the end of maternity leave and the total leave in that case shall not exceed seventy-eight (78) weeks. Parental/adoption leave may be extended by any time in which the child is hospitalized, up to a total of 104 weeks, if the request is accompanied by a certificate from a medical doctor outlining the duration of hospitalization.

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

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

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

#### **21.02**

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

## **Article 22**

### **MARRIAGE LEAVE**

#### **22.01**

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

## **Article 23**

### **PERSONAL LEAVE FOR FAMILY ILLNESS, COMPASSIONATE CARE, CRITICAL ILLNESS, DEATH OR DISAPPEARANCE OF A CHILD, AND VICTIMS OF FAMILY VIOLENCE**

#### **23.01**

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

#### **23.02**

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

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

#### **23.03**

Employees requesting unpaid critical care leave will be granted such leave as per the applicable legislation. Eligibility is as follows:

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

- (a) states that the child is a critically ill child and requires the care or support of one or more of their family members; and
- (b) sets out the period during which the child requires that care or support.”

For a critically ill adult: “Every employee who is a family member of a critically ill adult is entitled to and shall be granted a leave of absence from employment of up to

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17 weeks in order to care for or support that adult if a health care practitioner has issued a certificate that

- (a) states that the adult is a critically ill adult and requires the care or support of one or more of their family members; and
- (b) sets out the period during which the adult requires that care or support.”

#### **23.04**

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

“Every employee is entitled to and shall be granted a leave of absence from employment of up to 104 weeks if the employee is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime.

Every employee is entitled to and shall be granted a leave of absence from employment of up to 52 weeks if the employee is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime.”

#### **23.05**

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

### **Article 24**

#### **EDUCATION AND EXAMINATION LEAVE**

##### **24.01**

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

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

Process steps:

1. The employee must submit a written request to the Department Head at least three (3) consecutive months prior to the actual date that the requested education leave would start.
2. Taking into consideration AFNWA operational requirements, the CEO will make every effort to accommodate the employee’s request. Should the requested timeframe not be

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approved, the CEO must inform the employee in writing within five (5) working days of the submission of the request. The employee will be provided with the reasons why the request was not approved and will be encouraged to identify alternate timeframes that are suitable for both the employer and employee.

#### **24.02**

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

#### **24.03**

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

#### **24.04**

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

### **Article 25**

#### **COURT LEAVE**

##### **25.01**

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

### **Article 26**

#### **STAFF DEVELOPMENT LEAVE**

##### **26.01**

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

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## Article 27

### LEAVE FOR STORMS OR WEATHER CONDITIONS

#### 27.01

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

#### 27.02

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

#### 27.03

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

## Article 28

### LEAVE FOR TRADITIONAL PRACTICES

#### 28.01

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

## Article 29

### ELECTIONS

#### 29.01

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

#### 29.02

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

“Consecutive hours for voting”

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

#### 29.03

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

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## TIME FOR EMPLOYEE TO VOTE

### **Guidelines and exceptions**

**131 (1)** An employee who is an elector is entitled, while the polls are open on election day, to three consecutive hours for the purpose of casting the employee's vote.

**(2)** Where the employment of an employee does not permit the use of three consecutive hours of the employee's own

time for voting, the employer shall allow the employee such additional time with pay from the hours of the employee's employment as may be necessary to provide the three consecutive hours, but the additional time for voting must be granted to the employee at the time of day that best suits the convenience of the employer

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

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

## **Article 30**

### **BLOOD DONORS**

#### **30.01**

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

## **Article 31**

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

#### **31.01**

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

#### **31.02**

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

#### **31.03**

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

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### **31.04**

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

### **31.05**

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

### **31.06**

## **Article 32**

### **PAYROLL DEDUCTIONS**

#### **32.01**

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

#### **32.02**

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

#### **32.03**

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

#### **32.04**

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

#### **32.05**

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

## **Article 33**

### **NON-POLITICAL ASSOCIATION**

#### **33.01**

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

#### **33.02**

No employee of AFNWA shall:

- undertake activities.
- assume responsibilities.



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

### **33.03**

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

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

## **Article 34**

### **DRESS CODE**

#### **34.01**

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

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

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

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

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

## **Article 35**

### **AMENDMENTS TO HUMAN RESOURCES POLICY**

#### **35.01**

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

#### **35.02**

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

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## **Article 36**

### **APPEALING DECISIONS**

#### **36.01**

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

#### **36.02**

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

## **Article 37**

### **RESPECTFUL WORKPLACE PROCEDURES**

AFNWA is committed to the principles of human dignity and respect for all people within, and engaged in interactions with, AFNWA. AFNWA commits to a supportive, safe, and healthy workplace for all employees.

#### **37.01**

##### **SUMMARY**

Harassment, sexual harassment, abuse of authority, bullying and/or discrimination (collectively, “offensive behaviour”) affect the well-being of individuals and the workplace and will not be tolerated. AFNWA has an obligation to take appropriate actions to protect employees as well as other individuals who interact with AFNWA and to end any such offensive behaviour of which they are made aware, whether or not a formal complaint has been filed.

Every employee has an obligation to treat all persons with respect and dignity and a right to receive the same treatment in return. Prevention and reporting of offensive behaviour is the responsibility of all employees. Employees are encouraged to take appropriate steps to ensure offensive behaviour does not occur, and where it does, is not encouraged or condoned.

Supervisors shall take all reasonable steps to ensure that employees do not act offensively toward other employees, non-employees, or the public at large. Nothing in this policy restricts a supervisor’s authority and obligation to manage performance of an employee or to take appropriate disciplinary action when necessary.

All information regarding a complaint shall be treated as confidential and will be disclosed only on a “need to know” basis. Information received on a Respectful Workplace Complaint, whether formal or informal, will not be held in an employee’s personnel file. Any disciplinary action which results from a Respectful Workplace Complaint will be held in an employee’s personnel file.

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## 37.02

### PURPOSE

The purpose of this Article is to:

- Provide a work environment which promotes respect, dignity and freedom from all forms of offensive, harmful or violent behaviour;
- Educate employees and create understanding as to what is considered respectful, and by contrast, offensive, behaviours; and
- Provide a procedure which assists in preventing/limiting offensive behaviour and which provides support for employees where they are impacted by offensive behaviour.

## 37.03

### RIGHTS AND DUTIES

All employees, service contractors and members of the public who interact with AFNWA are entitled to be treated with respect and dignity.

All employees, service contractors and members of the public who interact with AFNWA maintain the right to bring forward a complaint with AFNWA where they feel their right to dignity and respect has been violated. In addition, such parties maintain the right to file a complaint under applicable Human Rights legislation (*Canadian Human Rights Act* or the *Nova Scotia Human Rights Act* or other similar provincial legislation)

All matters of disrespect, harassment or bullying, whether explicitly defined or not in this Policy should be addressed within the procedures associated with this Policy.

An employee who is a Complainant or Respondent in a formal proceeding under this Policy is entitled to be assisted/accompanied by an employee of his/her choice.

Harassment, sexual harassment, abuse of authority, bullying or discrimination in any form or at any level are strictly prohibited and could result in disciplinary action up to and including termination of employment.

## 37.04

### ACCOUNTABILITIES

1. The CEO, Personnel Committee, and Managers are responsible to:
  - Set an example by the treatment of all persons with dignity and respect;
  - Ensure employees are provided an opportunity to learn about their rights under this Policy;
  - Ensure actions are taken to create and maintain an respectful and safe environment free of offensive behaviour;
  - Implement appropriate disciplinary actions as necessary;

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- Ensure that direct complaints lodged under this process will be heard, investigated and resolved within an efficient timeframe, while at all times upholding the principles of dignity and respect of all involved parties;
  - Process complaints, conduct or direct the conduction of thorough investigations, and determine the appropriate corrective actions; and
  - Evaluate the effectiveness of this Policy and recommend changes as necessary.
2. Employees are responsible to:
- Treat all persons with dignity and respect;
  - Attend training as directed; and
  - Cooperate with the respectful workplace processes as outlined in this Policy

### 37.05

#### DEFINITIONS

**Bad Faith Complaint** – a complaint which is malicious or vexatious in nature and/or which was made with the knowledge that it has no merit. A bad faith complaint may result in disciplinary action against the complainant. It is important to note that a complaint could ultimately be determined to be unfounded, but that does not necessarily mean it was made in bad faith.

**Bullying** – an action of aggression that involves physical, verbal or psychological abuse initiated by an individual/group that targets one or more individuals. Bullying is deliberate, repeated, vindictive, and disrespectful, and it is designed to victimize through humiliation, intimidation and/or disempowerment.

**Complainant** – an employee/contractor/member of the public who has brought forward/filed a complaint under this Policy, alleging that offensive behaviour has occurred.

**Consultant/Mediator** – a neutral person to help the parties to the dispute attempt to reach a mutually acceptable solution.

**Dignity** – the quality/state of being worthy of honour or respect.

**Discrimination** – making a distinction, intentional or not, based on a characteristic (either real or perceived), which is a protected ground under the Nova Scotia *Human Rights Act or other similar provincial legislation* or the *Canadian Human Rights Act*, and which distinction has the effect of imposing burdens, obligations or disadvantages on an individual/class of individuals which are not imposed upon others, or which withhold/limit access to opportunities, benefits and advantages available to other individuals.

Protected grounds include:

- race.
- national, ethnic, Aboriginal origin,
- colour
- creed
- religion

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- age
  - sex
  - sexual orientation,
  - gender identity or expression
  - marital status
  - family status
  - disability (physical or mental)
  - conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered
  - source of income
  - political belief/affiliation/activity
  - irrational fear of contracting an illness/disease

**Formal Investigation** – an investigation conducted under the direction of the Personnel Committee.

**Harassment** – any behaviour that demeans, humiliates or embarrasses a person, and that a reasonable person ought to have known would be unwelcome. It may include actions, comments, or displays. It may be a single incident, or continue over time. For the purposes of this Policy, harassment in the workplace includes, but is not limited to, personal, sexualized, or racialized harassment which creates a hostile environment, discrimination, or which constitutes abuse of authority. While not an exhaustive list, harassment may include:

- Unwelcome remarks, slurs, jokes, taunts, or suggestions about a person’s race, body, national/ethnic origin, clothing, colour, religion, age, sex, marital status, family status, physical/mental disability, sexual orientation, gender identity, or other personal characteristics;
- Verbal abuse/threats;
- Physical abuse/ intimidation/assault, or unwanted physical contact, including touching, pushing, pinching, patting or hitting;
- Humiliating an employee in front of coworkers;
- Patronizing or condescending behaviour;
- Display of sexually explicit, racist, sexist, or other offensive or derogatory material;
- Practical jokes causing embarrassment or insult;
- Vandalism of personal property;
- Unwelcome sexual remarks, invitations or request (including persistent unwanted contact after the end of sexual/romantic relationship);
- Abuse of authority;
- Stalking;
- Confinement;
- Innuendo, taunting, intimidation or belittling actions or comments that are directed either at a person in particular, or at no person in particular but which could reasonably be seen to create an intimidating, demeaning or offensive work environment; and
- Any conduct which would be considered harassment under applicable human rights legislation.

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## **Harassment is not**

- Routine supervision;
- Performance evaluations conducted in a reasonable fashion and based on work performance;
- Disciplinary action;
- A request/directive to do something that a reasonable person would consider as part of a job function;
- Grumpy/curt responses on an occasional basis. However, where such behaviour persists consistently over time such that a reasonable person would be offended, it could be found to constitute harassment;
- Denial of request for time off;
- Consensual banter or romantic relationships where the people involved are comfortable and agree that what is happening/has happened is not harassment;
- Other routine day to day interactions between employees, including occasional interpersonal or professional conflicts/disagreements. Severe and/or persistent conflict that is manifested in one employee's offensive behaviour toward another may be considered harassment.

**Investigator** – the person responsible to conduct investigations into allegations of matters as defined by this policy. It may be an individual internal or external to AFNWA, as determined by the Personnel Committee or CEO.

**Non-employee** – a person who is engaged in work activities at AFNWA who is not a direct employee. This may include, but is not limited to, volunteers, contractors, and students on work terms.

**Offensive Behaviour** – includes harassment, sexual harassment, bullying, and discrimination

**Ought Reasonably to be Known** – refers to an objective assessment of how a reasonable person would view or receive a specific behaviour/pattern of behaviour.

**Respondent** – an employee against whom a complaint of offensive behaviour has been made, either through formal or informal processes, and may include a supervisor who is alleged to have failed to take reasonable action to protect an employee from offensive behaviour

**Sexual harassment** – Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that tends to create a hostile or offensive work environment. Sexual harassment includes comments/gestures or physical conduct that are not directed at a particular person, but that create an intimidating, demeaning or offensive work environment. Sexual harassment may include but is not limited to:

- Comments, humour, insults or behaviour based on sex, gender expression or identity or sexual orientation;
- Lewd, or sexually offensive written, graphical or behavioural displays;

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- Inappropriate comment or innuendo, physical touching or leering that could reasonably be construed to be a sexual advance;
  - Any implied/express reward for complying with a sexually oriented advance or request;
  - Any reprisal/threat of reprisal against an individual for rejecting a sexual solicitation or advance.

**Witness** – persons who have personal knowledge of an incident or who may have information relevant to the investigation of a formal or informal complaint.

**Workplace** includes but is not limited to:

- The physical work site;
- Educational/professional development programs/events;
- Business travel;
- Conferences;
- Work-related social gatherings, whether on or off-site;
- Vehicles in their use during the course of employment;
- Social media when it is used in the course or, or where there is reference to, AFNWA; coworkers; clients, etc.

## **37.06**

### **PROCEDURE**

#### **Speak Up**

If an employee behaves in a way that offends, humiliates or degrades another person or group of people, the first step is to speak up. If possible, tell the person you are not comfortable with their behaviour and you want it to stop. This may be all you need to do to put a stop to the behaviour. You can speak with them directly, or write them a letter (date the letter and keep a copy). In addition, tell someone you trust what is going on.

#### **Document**

Record all offensive behaviour. Write down what happened, when, where, how often, who else was present, and how it made you feel. Write down every incident. It is best to do this promptly while it is fresh in your memory.

#### **Report It**

If the offensive behaviour occurs again, or if you do not feel you can deal with it directly with the person, report it to your Supervisor, or if that person is involved, to the Personnel Committee. If for some reason you are unable to report harassment to anyone in the workplace, you can also contact the Human Rights Commission, or in cases of physical/sexual assaults or threats, the police.

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Once a person reports offensive behaviour, the supervisor/Manager or Personnel Committee (or designate) will ask questions about what happened, when, where, how often and who else was present. They will keep notes of the conversation.

### **Informal Procedures – Self Help**

You may wish to proceed informally at first. This means you can ask your supervisor/Manager or Personnel Committee to help you communicate with the other person, or to speak with them on your behalf, without going through a formal complaint process. This informal approach may not always be possible, or successful, but when it is, it may help to resolve the situation quickly.

### **Formal Procedures – The Investigation**

If you decide to go ahead with a formal complaint, the complaint must be in writing (Appendix A) and must name the Respondent, approximate date(s) and time(s) of the offensive behaviour, location, and names of witnesses, if any. The complaint will then be investigated, either by a specially trained person from within the organization, or by a Consultant engaged by AFNWA to investigate your complaint (see Appendix B). This person will conduct a thorough investigation of the complaint.

The assigned investigator will interview the Complainant, Respondent, and any witnesses. Interviews will be conducted in a private area. The purpose of the investigation is fact-finding, and no blame will be assigned during this process. All employees have a responsibility to cooperate in the investigation process. All employees involved will be provided summaries of their interviews to verify that the evidence documented by the Investigator is accurate.

The investigation will typically involve:

- Getting pertinent information from the Complainant;
- Informing the Respondent of the details of the complaint and getting his/her response;
- Interviewing witnesses; and
- Deciding whether, on a balance of probabilities the harassment did occur

### **Rights of the Respondent**

If you are the individual accused of offensive behaviour, you have the right:

- To be informed of the complaint;
- To be given a written statement of the allegations and to respond to them in writing if you choose;
- To have a person of your choice accompany you during the process;
- To be informed of the progress of the complaint; and
- To receive fair treatment throughout the process

### **Report of the Investigator**



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The assigned investigator will submit a written report to the CEO or Personnel Committee, ideally within one (1) week of completion of the investigation.

Upon review of the investigator's report, the CEO, and/or the Personnel Committee, will determine appropriate next steps, which may include conducting follow-up interviews if deemed necessary.

### **37.07**

#### **Substantiated Complaints**

Where the investigator determines the complaint is valid, the investigator's report will recommend appropriate remedies, potential disciplinary actions, and any other necessary actions.

The CEO, in collaboration with the Personnel Committee, will decide what actions to take, and will inform both parties of the decision, in writing.

If the Complainant or Respondent is not satisfied with the results of the investigation, he/she may request the matter be referred to the Personnel Committee who may choose to hire an external Consultant for a review of the matter. The decision to engage an external Consultant for a secondary investigation is solely at the discretion of the Personnel Committee and that decision is final and binding.

### **37.08**

#### **Unsubstantiated Complaints**

If a person, in good faith, files a harassment complaint which is ultimately not found to be supported by evidence gathered during the investigation, that complaint will be dismissed, and no record of it will be put in the Respondent's file. As long as the Complaint was made in good faith, there will be no penalty to the person who complained, and no record in his/her file.

### **37.09**

#### **Complaints Made in Bad Faith**

Where it is determined by the Investigator that a complaint was made in bad faith, that is, deliberately and maliciously filed knowing the complaint had no basis, the Complainant will be subject to disciplinary action. The CEO and/or Personnel Committee will take steps to restore the reputation of the Respondent, and will provide any necessary remedies.

### **37.10**

#### **Retaliation**

Anyone who retaliates in any way against a person for their involvement or cooperation in an investigation under this Policy will be subject to disciplinary action as deemed appropriate by the CEO and/or Personnel Committee. This includes retaliation against any employee or supervisor.

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Appendix A  
COMPLAINT FORM

Name of Complainant \_\_\_\_\_

**Details of Complaint**

1. Name and Job Title of Person against whom this complaint is being made.
2. Please describe the conduct you believe to constitute harassment. Please indicate where and when it occurred. If you require more space, add a sheet to this form.
3. Full name of any potential witnesses.

Signature of Complainant \_\_\_\_\_ Date \_\_\_\_\_

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## Appendix B

### **INVESTIGATION GUIDELINES FOR HARASSMENT COMPLAINTS**

#### **Selection**

The Investigator appointed by the CEO/Personnel Committee shall be impartial and unbiased. The Investigator must be capable of conducting an independent investigation in a thorough, discreet and sensitive manner, in the language of the parties' choice, and should be trained in harassment investigation techniques.

Where possible and practical, the Investigator should be outside line management of both the complainant and respondent.

At times it may be necessary to appoint an Investigator from outside the organization. If such matters such as gender, disability, race, national/ethnic origin are factors, these should be taken into consideration when appointing an Investigator.

#### **Roles and Responsibilities**

The Investigator is responsible for all matters associated with the handling and conduct of the investigation as described in the terms as provided by the CEO/Personnel Committee, including but not necessarily limited to:

- a) Gathering, examining and recording of all relevant facts from available documentation;
- b) Identifying gaps in information, potential sources of additional information, and person who may be able to corroborate information;
- c) Preparation of a written report covering all significant points and an analysis of the facts and circumstances of the case;

#### **Investigator's Report**

The Investigator shall prepare a written Report. The Report shall be clear and concise. It shall contain a detailed and chronological description of the relevant facts, a description of the evidence gathered, an analysis and assessment of the findings to reach a conclusion as to whether harassment has occurred. All evidence gathered shall be included with the Report.

The Report shall be dated and signed by the Investigator, and submitted to the CEO/Personnel Committee for decision on next steps.

#### **Decision of the CEO/Personnel Committee**

The Executive Director/Personnel Committee shall provide the Complainant and Respondent with a copy of the Report, and those individuals will have five (5) business days to provide any response in writing.

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The CEO/Personnel Committee will assess the Report, and if satisfied as to the completeness of the report, may, in whole or part, accept, reject or vary the conclusion as to whether or not harassment has occurred. In any case whether the CEO/Personnel Committee does not fully accept the Investigator's findings, they must provide written rationale for their conclusion. The CEO/Personnel Committee will determine the appropriate consequences arising from the Report.

**Closure**

The CEO/Personnel Committee shall inform the Complainant and Respondent of the final decision, the corrective actions taken, and the rationale behind those decisions.

The decision of the CEO/Personnel Committee is final.