



19 June 2020

Chief Wilbert Marshall, Chair & Members of the AFNWA Board

The regular meeting of the Atlantic First Nations Water Authority (AFNWA) Board will be held on Wednesday 24 June 2020] at 9:00 AM via the Ring Central Video Conferencing Platform

AGENDA

In Camera Reports

- 1C Approval of Minutes of the In-Camera Meeting held on 29 May 2020
- 2C Business Arising from Minutes
 - a) *CEO Contract (verbal)*
 - b) *Leaders International Executive Search Firm Contract (verbal)*

Regular Reports

- 1. a) Ratification of In-Camera Motions
 - b) Approval of the Order of Business and Approval of Additions and Deletions
- 2. Approval of Minutes of the Regular Meeting held on 29 May 2020
- 3. Business Arising from Minutes
 - a) *Framework Agreement Update (verbal)*
 - b) *Funding Agreement (verbal)*
 - c) *Appointment of Vice Chair (verbal)*

Other Business

- 4. [Transition Implementation Plan]
Motion: That the AFNWA Board approve the Transition Implementation Plan attached
- 5. [HR Policy]
Motion: That the AFNWA Board approve the Human Resource Policy in the substantive form attached
- 6. [Board Secretary]
Motion: That the AFNWA Board approve the appointment of James MacKinnon, interim COO as Board Secretary

Original signed by _____
Name
Board Secretary



Atlantic First Nations Water Authority Board MINUTES

29 May 2020

PRESENT:

Chief Wilbert Marshall, Chair
Chief Terry Paul, Director
Chief Andrea Paul, Director
Chief Arren Sock, Director

REGRETS:

Chief Ross Perley, Director
Chief Mike Sack, Director
Chief Roderick Gould Jr, Director

STAFF:

James MacKinnon, Interim COO, AFNWA
Carl Yates, President, Yates Water Management
Rayleen MacDonald, Administrative Assistant, AFNWA

TABLE OF CONTENTS

CALL TO ORDER	3
1.a) RATIFICATION OF IN-CAMERA MOTIONS.....	3
1.b) APPROVAL OF THE ORDER OF BUSINESS AND APPROVAL OF ADDITIONS AND DELETIONS	3
2. APPROVAL OF MINUTES - 15 April 2020	3
3. BUSINESS ARISING FROM MINUTES	3
a) Framework Agreement	3
b) Funding Agreement	4
4. DATE OF NEXT MEETING	4

CALL TO ORDER

The Chair called the regular meeting to order at 3:00PM via the Ring Central Video-Conferencing platform. The Board moved In Camera at 3:30PM to discuss the following:

- * Report for CEO Contract
- * Report on Executive Search RFP Process
- * Report on Pension & Benefits for AFNWA employees

and the regular meeting reconvened at 3:45PM

1.a) RATIFICATION OF IN-CAMERA MOTIONS

MOVED BY Consensus that the AFNWA Board ratify the In- Camera motions.

MOTION PUT AND PASSED.

1.b) APPROVAL OF THE ORDER OF BUSINESS AND APPROVAL OF ADDITIONS AND DELETIONS

James MacKinnon requested that Item, titled "Pension & Benefits for AFNWA Employees" be added to Agenda as Item # 7. Board Members agreed.

Chief Arren Sock requested that Item 3, titled Election of Vice-Chair be moved until that time we have full Board to discuss. Board members present agreed.

Board requested that approval of 15 April 2020 Minutes move to an email approval.

MOVED BY Consensus that the AFNWA Board approve the order of business and approve additions and deletions with the above noted amendments.

MOTION PUT AND PASSED

2. APPROVAL OF MINUTES – 15 April 2020

* **note that this will be done via e-mail**

3. BUSINESS ARISING FROM MINUTES**a) Framework Agreement (FWA) & Communications**

The previous discussion on land use and custom land code was noted. ISC is in agreement with the recent minor changes and the FWA is in the Deputy Minister's hands. As this is a significant milestone, we feel the signing of the FWA warrants a virtual press conference / release with both Chief Wilbert (Chair) and Deputy

Minister signing. We have engaged National PR at present and also have press release wording from ISC. The FWA is an important document in terms of perception, for those communities who to join AFNWA, that the GoC was not showing long-term commitment. The FWA signals and shows GoC’s long-term commitment to the AFNWA.

b) Funding Agreement

Funding Agreement: The FA is prepared, and we just need to finish signatures on AFNWA bank account paperwork. James is meeting with Chief Wilbert this evening to obtain signature. Funds have been “earmarked” at the Regional level.

4. DATE OF NEXT MEETING

The next meeting is scheduled for 24 June 2020 at 9:00 AM. Regular meeting rotation to commence on this date for the last Wednesday of the month. Meeting requests are forthcoming via RingCentral platform.

The meeting was adjourned at 4:15PM

Original signed by _____
Name
Board Secretary

Original signed by _____
Name
Chair



ITEM # 4
AFNWA Board
24 June 2020

TO: Chief Wilbert Marshall, Chair, and Members of the AFNWA Board

SUBMITTED BY: *original signed by*
James MacKinnon, B.Sc, MPA (candidate), interim COO

APPROVED: *original signed by*
Carl Yates, M.A.Sc., P.Eng., interim Chief Executive Officer

DATE: [June 18, 2020]

SUBJECT: **Transition Implementation Plan**

ORIGIN

Transfer Process Plan found in the AFNWA 2020-2021 funding proposal and referenced in the Framework Agreement executed with Indigenous Services Canada.

RECOMMENDATION

It is recommended that the AFNWA Board approve the Transition Implementation Plan

.

BACKGROUND

A Transfer Process Plan was developed to provide a high-level overview of the work necessary to bring the AFNWA to full autonomous operations. As such, this plan was attached to the Framework Agreement and used to identify deliverables for the AFNWA funding proposal, and as a guide to arrive at an Agreement with the Government of Canada and a Transfer Agreement with individual First Nations. Subsequent to the completion of the Framework Agreement, AFNWA management and Colliers staff developed a document to outline the multiple tasks and activities that needed to be carried out to meet the objectives of the Transfer Process Plan. This document, attached as Attachment

A, is the Transition Implementation Plan outlining specific steps, tasks and deliverables to bring the utility to full operations in Spring 2022.

DISCUSSION

The AFNWA Business Case recommends a phased milestone-based approach over a two-year transitional period that allows detailed operational and capital budgets to be developed and agreed with ISC based upon an AFNWA operations plan; an Asset Management Plan (AMP); and a 10-year capital program.

As mentioned above, the AFNWA has developed a Transfer Process Plan which has been the principle vehicle for agreeing to a Framework Agreement between AFNWA and ISC. The subsequent Transition Implementation Plan [TIP] is organized into three key phases includes several steps that need to be delivered sequentially. These phases can be summarized as follows:

- Phase 1: Approval & Funding: is an enabling phase which includes tasks which must be completed to allow the AFNWA to take on additional operational responsibility in 2020. With the execution of the Framework Agreement, Step 1 of this phase is now complete.
- Phase 2: Operational Initiation: comprises establishing the AFNWA management team in a staged manner to prepare for the ownership and operation of the participating First Nations water and wastewater assets. With the approval of the Board at the meeting of May 29, 2020, the interim Chief Executive Officer [CEO] has been hired and the search to find candidates for the Senior Management Team is underway.
- Phase 3: AFNWA Formation: comprises the formalization of the AFNWA budget planning and consolidates these into a Funding Model. The funding requirements will be subject to negotiation with ISC with the understanding that the level of funding will be in line with the order of cost identified in the AFNWA business case.

While major actions have been identified within this plan, some steps require significant resources and their own project charter to complete. As well, because of the dynamic nature of this plan, some steps, timelines and sequences may require adjustment, at the direction of the CEO.

BUDGET IMPLICATIONS

Funds for the steps in the TIP that are taking place in the 2020-2021 fiscal year are contained in the budget as funded through Indigenous Services Canada.

ALTERNATIVES

None recommended.

ATTACHMENT

Transition Implementation Plan

Transition Implementation Plan Slide Deck

Report Prepared by:	<i>original signed by</i> _____ James MacKinnon, B.SC, MPA (candidate), interim Chief Operating Officer
Financial Reviewed by:	<i>original signed by</i> _____ Carl Yates, M.A.Sc., P.Eng., interim Chief Executive Officer



Transition Implementation Plan

June 24, 2020

AFNWA Board of Directors

**James MacKinnon
Interim – Chief Operating Officer
Atlantic First Nations Water Authority**

Overview

2

- The AFNWA has developed a Transition Implementation Plan tied to the Framework Agreement between AFNWA and ISC. This plan which is organized into three key phases includes several steps that need to be delivered sequentially. These phases can be summarized as follows
 - Phase 1: Approval & Funding: is an enabling phase which includes tasks which must be completed to allow the AFNWA to take on additional operational responsibility in 2020.
 - Phase 2: Operational Initiation: comprises establishing the AFNWA management team in a staged manner to prepare for the ownership and operation of the participating First Nations water and wastewater assets
 - Phase 3: AFNWA Formation: comprises the formalization of the AFNWA budget planning and consolidates these into a Funding Model. The funding requirements will be subject to negotiation with ISC with the understanding that the level of funding will be in line with the order of cost identified in the AFNWA business case.

Phase 1 – Approval and Funding

3

- **Step 1: Operational Funding - Complete**
 - Funding Commitment by Government of Canada to provide long term funding to AFNWA in line with the order of cost identified in the Business Case.
 - Long term funding will come with final negotiation at the end of this two-year transition. Execution of the Transitional Funding Agreement and signature of the Framework Agreement will signify commitment to this objective.
- **Step 2: Planning and establish governance - Underway**
 - Establishment of the organization, development of internal AFNWA policies, establish financial and accounting policies and frameworks, complete elements of board governance, develop document management strategy, communications strategy, and define the ISC approval process

Phase 1 – Approval and Funding

4

- **Step 3a: Band Council Resolutions**
 - The commitment to GOC funding will allow Band Council Resolutions (BCR) to be completed with participating First Nations Bands. Once signed, this will allow license and asset transfer agreements to be developed.

Phase 1 – Approval and Funding

5

- **Step 3b: Implement Human Resources Strategy**
 - The recruitment of the CEO and senior management team is key to delivering phase 2. Obtaining GOC commitment to funding allows the following activity to commence.
 - ✦ Contract with a professional search organization - **Complete**
 - ✦ Hire the CEO and senior managers – **Underway**
 - These manager positions will be selected in order of priority. For 2020-2021, the CEO and Manager of Engineering will be hired first followed by Manager of Communications and Outreach, Manager of Corporate Services and Manager of Operations

Phase 1 – Approval and Funding

6

- **Step 4: Licence Agreements**

- Finalizing BCRs will enable licensing/land access agreements to be drafted and completed with participating First Nations Bands. The AFNWA and its legal team will work directly with First Nations lands departments, ISC, the Department of Justice to create land access/license agreements that will both allow the AFNWA to enter communities, exclusively work on water and wastewater infrastructure, and indemnify Chiefs and Councils for liability.

Phase 2: Operational Initiation

7

- **Step 5: Implementation of FSD operations model**
 - Hire all senior staff by April 1, 2021. The tasks of these managers will be to develop and adopt a formal training and development program for all staff. Furthermore, senior managers will develop Human Resource strategies that recognize the experience and knowledge of staff currently employed in water and wastewater system operation and take a consistent approach to salaries, benefits, training, and career development.
- **Step 6: Implement Transition Management**
 - AFNWA appoint a dedicated transition management team. Develop an AFNWA transition management strategy and align the communications and transition management strategies to ensure effective engagement and support. This step will be maintained for the 2-year transition period and the first year of full operations.

Phase 2: Operational Initiation

8

- **Step 7: Regulatory Oversight - **Underway****
 - AFNWA confirm regulatory Oversight Agencies with GOC. and develop a plan for implementing their requirements. As an interim step, the AFNWA and Dalhousie University will continue their work in developing a strategy for operating in an unregulated environment.
- **Step 8: Operational Planning:**
 - Senior Management team develop an operations plan that identifies AFNWA operational funding requirements including:
 - ✦ board and management costs,
 - ✦ operating and maintenance costs,
 - ✦ administration and accommodation costs.

Phase 2: Operational Initiation

9

- **Step 9: Capital Planning:**
 - Senior Management to develop an asset management plan within 18 months of AFNWA operations and a draft 10-year capital program based on the asset management plan. This is a key requirement to obtain long term funding from ISC.

Phase 3: Detailed Business Case & Funding

10

- **Step 10: Risk Assessment**
 - Prepare a detailed risk assessment as an input into the detailed financial model. This will be an ongoing practice within the AFNWA. The development of an enterprise risk management system will be a collaboration of the Board and senior management to identify risks along with the appropriate strategies to mitigate, eliminate, or accept the risk.
- **Step 11: Financial Model**
 - Develop a detailed financial model that incorporated inputs from the AMP, Operational plan, risk assessment and 10-year capital spending plan to identify the operational and capital funding required to operate the AFNWA. The model should be sufficiently detailed to consider scenarios and risks which might impact operations and service delivery. The model will be a vehicle for the funding agreement with GOC.

Phase 3: Detailed Business Case & Funding

11

- **Step 12: Refine Detailed Budgets and Funding Model**
 - The intention of this step is to review the detailed financial model and risk assessment with ISC and Participating First Nations to develop/agree on a detailed funding model.
- **Step 13: Transfer Agreement**
 - Transfer Agreement will coincide with the date of AFNWA full autonomous operation. The Transfer agreement will include the agreed funding model and will address how changes such as future upgrades to regulations will be dealt with.

Thank you!

12

Questions?



Colliers
Project Leaders

Atlantic First Nations Water Authority Transition Period Implementation Plan

Background

The AFNWA Business Case recommends a phased milestone-based approach with a two-year transitional period that allows detailed operational and capital budgets to be developed and agreed with ISC based upon an AFNWA operations plan; an Asset Management Plan (AMP); and a 10-year capital program.

The AFNWA has developed a Transition Plan which has been the principle vehicle for agreeing to a Framework Agreement between AFNWA and ISC. This plan which is organized into three key phases includes several steps that need to be delivered sequentially. These phases can be summarized as follows

- **Phase 1: Approval & Funding:** is an enabling phase which includes tasks which must be completed to allow the AFNWA to take on additional operational responsibility in 2020.
- **Phase 2: Operational Initiation:** comprises establishing the AFNWA management team in a staged manner to prepare for the ownership and operation of the participating First Nations water and wastewater assets
- **Phase 3: AFNWA Formation:** comprises the formalization of the AFNWA budget planning and consolidates these into a Funding Model. The funding requirements will be subject to negotiation with ISC with the understanding that the level of funding will be in line with the order of cost identified in the AFNWA business case.

AFNWA and ISC are close to completing a funding agreement which will provide the funds needed to deliver the Transition plan and progress over the next two years.

Transition Period Implementation Plan

The Transition Period Implementation Plan (Implementation Plan) will guide the overall operationalization of the AFNWA and its phases will lead to fully autonomous operations in Spring 2022. It will describe the objectives of the phases and the process by which the steps and composite tasks are to be managed.



Colliers
Project Leaders

Atlantic First Nations Water Authority Transition Period Implementation Plan

The delivery of the Implementation Plan will necessitate a team with diverse knowledge, expertise, and experience. The Implementation Plan contains the information needed to deliver the transition successfully, in terms of integration, communication, quality, cost, schedule, risk, scope, and overall project management. The Implementation Plan defines the governance and organizational structure; the management, administrative, and reporting processes that will be used; and the decision-making responsibilities and authorities for each principal stakeholder.

While Implementation Planning has commenced, finalizing and delivery of the Plan will require the input from the Senior Management Team which has yet to be recruited. The immediate intention of the Plan is to identify the relevant tasks that need to be completed but not to provide the complete details on how they will be delivered. While it is recognized that the CEO will have ultimate accountability for delivery of the Implementation Plan, potential resources required to develop tasks (whether internal or external resources), and reviewer / approver information has been added for considerations.

As each task is formally initiated, it is recommended that the AFNWA initiate further project definitions (i.e. project charter, timing, resources) to guide task implementation. Within the Transition Plan, tasks anticipated to require a formal project charter or workplan are marked with an asterisk (*). As individual tasks are initiated, additional task implementation planning is anticipated, and this will be reviewed by the CEO and Senior Management Team on a regular basis.



Colliers
Project Leaders

Atlantic First Nations Water Authority Transition Period Implementation Plan

Phase 1: Approval and Funding.					
<p>Step 1a: Operational Funding Funding Commitment by Government of Canada to provide long term funding to AFNWA in line with the order of cost identified in the Business Case.</p> <p>Noting that long term funding will come with final negotiation at the end of this two-year transition. Execution of the Transitional Funding Agreement and signature of the Framework Agreement will signify commitment to this objective.</p>					
Tasks	AFNWA Owner	Resources ¹	Reviewer /Approver	Recommended Completion Date	
1.0	Framework agreement signed demonstrating a co-development process and commitment for long-term AFNWA funding (key milestone)	COO	CY, RB, Colliers	ISC	May 15, 2020
2.0	Complete Transitional Funding Agreement between AFNWA and ISC to cover two-year Transition Period	COO	CY, RB, Colliers	ISC	May 1, 2020
3.0	Cash flow draw system (incl. bank number), schedule (refer to ISC conference call minutes)	COO	RM	ISC	May 15, 2020
4.0	Develop Transition Plan Template	COO	Colliers	CEO	May 15, 2020

¹ A full description of resource abbreviations has been provided following the phase 3 tasks.



Colliers
Project Leaders

Atlantic First Nations Water Authority Transition Period Implementation Plan

Phase 1: Approval and Funding.					
<p>Step 2: Planning and establish governance Funding Commitment by Government of Canada to provide long term funding to AFNWA in line with the order of cost identified in the Business Case.</p> <p>Noting that long term funding will come with final negotiation at the end of this two-year transition. Execution of the Funding Agreement and signature of the Framework agreement will close step 1</p>					
Tasks	AFNWA Owner	Resources	Reviewer /Approver	Recommended Completion Date	
1.0	Establish organization				
1.1	CEO	COO, McInnis Cooper	Board	August 1	
1.2	CEO	COO, SMT	CEO	Ongoing	
1.3	COO	RM	CEO	Dec. 31, 2020	
2*	Identify corporate policies and procedures needed				As req'd on a priority basis
2.1	Mgr. Comms	COO, RM	Board		
2.2	CEO	COO, McInnis Cooper, Mgr. CS, Colliers	Board		
2.3	CEO	Mgr. CS, COO	Board		
2.4	CEO	Mgr. CS, COO	Board		



Colliers
Project Leaders

Atlantic First Nations Water Authority Transition Period Implementation Plan

2.5	Information Technology	Mgr. CS	COO, JH	CEO	
2.6	Training and Development policy (Parts found within the APC HR Policy)	Mgr. CS	COO, Supervisor CS, RM	CEO	
2.7	Discipline policy (incl. Two Eyed Seeing)	COO	McInnes Cooper, Elders Council, JP, RB	CEO	
2.8	Pension and Benefits policy	CEO/Mgr. CS	McInnes Cooper, Supervisor CS	Board	
2.9	Health and Safety policy	CEO	Mgr. CS, COO, Supervisor CS, JH	Board	
2.10	Environmental policy	CEO	SMT, GG	Board	
2.11	Security policy	CEO	SMT	Board	
2.12	Code of Conduct	CEO	McInnes Cooper, Mgr. CS, COO, RM	Board	
2.13	Debt policy (elements found within the Financial Policy)	Mgr. CS	COO, CEO, Colliers	Board	
2.14	Spending Authority (Financial Policy, will need to be altered)	CEO	Mgr. CS, COO, Colliers	Board	
2.15	Fraud (Elements found within the APC Financial Policy)	Mgr. CS	COO, CEO, Colliers	Board	
2.16	Document Management policy, recommended solution, and tool considerations (utilize APC in interim)	COO	SMT, Colliers JH, RM	CEO	
2.17	Violence and Harassment policy	CEO	McInnes Cooper, Mgr. CS, COO	Board	
2.18	Hiring policy	COO	JH	CEO	
2.19	Conflict of Interest Policy	CEO	COO, Mgr. CS, Colliers	Board	
2.20	Develop AFNWA specific templates - minutes, action list, SOPs	COO	RM, JH, Colliers	CEO	
3.0	Establish financial and accounting policies and frameworks				



Colliers
Project Leaders

Atlantic First Nations Water Authority Transition Period Implementation Plan

3.1	Identify Gaps in APC Financial Policies - debt policies, accounting structures being used, align with Treasury Board policies / rates,	Mgr. CS	COO, Colliers	CEO	
3.2	Set up basic accounting framework, general ledger, yearly audit standards & audit timelines, income statements, balance sheets – (service may start with APC but transition to AFNWA) <ul style="list-style-type: none"> - services could be provided on an interim basis by APC; - there are # of other corporate services APC can provide; gradual transition to AFNWA 	Mgr. CS	COO, 3 rd party advisor, Colliers	CEO	Establish for first fiscal year [2020/2021]
3.3	Tax exemption letters from CRA <ul style="list-style-type: none"> - anticipated to be received once a lease is signed 	COO	Mgr. CS,	CEO	June 1, 2020
3.4	Audited statements 2021 (milestone)	Mgr. CS	COO, CEO, Colliers	Board	March 31, 2021
4.0*	Board governance				
4.1	Establish Board Governance Framework <ul style="list-style-type: none"> - solicit consultant proposal - develop work plan 	CEO	COO, RB, Colliers	Board	
4.2	AFNWA Implementation Plan <ul style="list-style-type: none"> - Board delegated resp. to CEO to manage - CEO owns plan; recommendations to the Board, as req'd - COO & Board Executive work with CEO - Board approves key items 	CEO	COO, RB, Colliers	CEO	March 31, 2022
4.3	AFNWA Board Terms of Reference <ul style="list-style-type: none"> - CEO works with Board executive, legal advice - Incl. governance (i.e. operating water authority, approvals & authorities), roles (i.e. day to day) 	CEO	COO, JP, RB	Board	Initiates with hiring of CEO, completes Nov 2020
4.4	Board governance Workshop (Face to Face) <ul style="list-style-type: none"> - Define roles and resp, Specific Board terms, committee, compensation 	COO	RB, Colliers	CEO	Sept/Oct. 2020



Colliers
Project Leaders

Atlantic First Nations Water Authority Transition Period Implementation Plan

4.5	AFNWA Board and Committees Terms of Reference [e.g. Executive, Audit and Finance, Environment, Health and Safety]	CEO	COO, RB, Colliers	Board	Draft Nov. 30/20
4.6	AFNWA Board Formally Approves Term of Reference (milestone)	CEO	COO, RB	Board	Feb.1, 2021
4.7	Board Compensation Policy	CEO	COO, RB	Board	April 1, 2021
4.8	Selection of Elders Council, develop Terms of Reference <ul style="list-style-type: none"> - Process for Board to engage with Elders Council - Lead/ Head Elder? Ex-officio to Board? Serve as Director on Board? 	CEO	COO, RB	Board	March 1, 2021
5.0*	Establish document management system	COO	JH, Colliers, RM	CEO	Dec. 31, 2020
6.0	Develop communications strategy	Mgr. Comms	COO, Comms Consultant	CEO	Feb 1, 2021
7.0	Define ISC approvals process				
7.1	Develop engagement plan with ISC <ul style="list-style-type: none"> - Strategy and framework of approach - Meeting schedule and intent - Identify and clarify requirements 	COO	RB, McInnis Cooper,	CEO	February 1, 2021
7.2	Identify milestones and approvals (required by Federal government) <ul style="list-style-type: none"> - Schedule, process, Cabinet date, timeline, milestones, minutes & action list 	COO	RB, Colliers, Central Agency reps,	CEO	As Req'd
7.3	Identify Board approvals and reporting required <ul style="list-style-type: none"> - Tied to ISC negotiations 	COO	RM, Colliers	CEO	As Req'd



Colliers
Project Leaders

Atlantic First Nations Water Authority Transition Period Implementation Plan

Phase 1: Approval and Funding.					
Step 3a: Band Council Resolutions					
<p>The commitment to GOC funding will allow Band Council Resolutions (BCR) to be completed with participating First Nations Bands. This deliverable will require the AFNWA interim COO to travel to participating and non-participating First Nations alike to request a BCR for further continuation of the project. This will allow license and asset transfer agreements to be developed. This step is dependent on the signature of the proposed framework agreement before the community visits commence.</p>					
Tasks	AFNWA Owner	Resources	Reviewer /Approver	Recommended Completion Date	
1.0	Develop BCRs				
1.1	Draft BCRs - Informed by Framework Agreement and the land transfer Agreements/licenses	COO	McInnes Cooper, ISC	CEO, Board, Band Council	Jun 30, 2020
1.2	Incorporate ISC feedback for draft BCR	COO	RB, Colliers	CEO	
1.3	Final BCR's approved by Board	CEO	COO	Board	
1.4	Geographic information/mapping required for license agreement and asset management, develop common standards	Mgr. Eng.	COO, JH	CEO	
1.5	Survey First Nations capacity to hold community and Council meetings virtually	COO		CEO	Jun 30, 2020
1.6	Organize Chiefs and Operators: Kick-off Workshop (also invite communities who are interested, but who have yet to sign a BCR indicating their interest) to go over the transfer process plan in detail, and to communicate the AFNWA's timelines for full, autonomous operations.	COO	RB,	CEO	Fall 2020 or Winter 2021 depending on Pandemic Restrictions



Colliers
Project Leaders

Atlantic First Nations Water Authority Transition Period Implementation Plan

2.0	BCR approval by communities				
2.1	Organize Community visits - present to Councilors, gain input, make changes / tweaks. This round of BCRs will signify a further commitment to the AFNWA. AFNWA COO and CEO will travel to each community to present to Chief and Council to seek their continued support [22 communities].	COO	RB, RM	CEO	Fall 2020 / Winter 2021
2.2	Request signature - by community based on meeting with Councils - Presentations to communities	COO	CEO (as req'd), Mgr. Comms	CEO, Band Council	As Req'd
2.3	Renew BCR commitments for existing Communities (15 + 7 communities).	COO		CEO	January 31, 2021
3.0	Outreach to other communities to extend invitation to join AFNWA (note: dependent on Framework Agreement)	CEO	COO	CEO	Ongoing up to Dec 1, 2021
4.0	Develop draft BCR process & commitments for communities to join AFNWA after Transfer Agreement - Process to be defined - Resources to be identified in negotiations with GoC	COO	McInnes Cooper, RB	CEO	Winter 2021/2022



Colliers
Project Leaders

Atlantic First Nations Water Authority Transition Period Implementation Plan

Phase 1: Approval and Funding.

Step 3b: Implement Human Resources Strategy

The recruitment of a CEO and senior management team is key to delivering phase 2. Obtaining GOC commitment to funding will allow the following activity to commence.

- Contract with a professional search organization
- Hire the CEO and senior managers

These manager positions will have to be selected in order of priority. For 2020-2021, however, it is recommended that the CEO and Manager of Engineering be identified to work alongside the interim COO. At the start of 2021-2022, the remainder of the senior management team will be hired.

Note – Current COO continues to play a strong liaison role with First Nation Chiefs, Board, ISC, and communities; supports CEO as the utility transitions to full operations in 2022.

Tasks	AFNWA Owner	Resources	Reviewer /Approver	Recommended Completion Date
1.0 Human Resource planning				
1.1 Develop Human Resource strategies that recognize the experience and knowledge of staff currently employed in water and wastewater system operation and take a consistent approach to salaries, benefits, training, and career development. Confirm skills to operate business	Mgr. CS	COO, Supervisor CS, JH	CEO	Sept 1, 2021
1.2 Research pay and compensation (internal and external equity) - Seek outside HR consultant support	CEO	Mgr. CS, COO	CEO	Summer / Fall 2020
1.3 Develop and complete draft CEO job description	CEO	COO	Board	May 15, 2020
1.4 Develop and complete SMT job descriptions	COO	JH, RM	CEO	As Req'd
1.5 Develop and complete staff job descriptions	Mgr. CS	SMT, Supervisor CS	CEO	As Req'd



Colliers
Project Leaders

Atlantic First Nations Water Authority Transition Period Implementation Plan

2.0	Formal staff recruiting				
2.1	Complete RFP for professional recruiting firm	COO	CEO, RM	CEO	April 28/20
2.2	Hire a professional recruiting firm to recruit qualified personnel as candidates for Senior Management positions.	COO	CEO, RM	CEO	May 22/20
3.0	Recruit key staff				
3.1	Recruit (Interim) CEO for 2-year transition	Board	COO	Board	July 2020
3.2	Recruit Manager Engineering (permanent)	CEO	COO, Recruitment Consultant		September 1, 2020
3.3	Recruit Manager Communications & Outreach (permanent)	CEO	COO, Recruitment Consultant		Dec. 1, 2020
3.4	Recruit Manager of Corporate Services (permanent)	CEO	COO, Recruitment Consultant	CEO	January 1, 2021
3.5	Recruit Manager Operations (permanent)	CEO	COO, Recruitment Consultant	CEO	April 1, 2021
3.6	Hire asset management technologist	Mgr. Eng.	COO, JH	CEO	Sept. 1, 2020
3.7	Hire admin assistant	COO	Mgr. Eng., RM	CEO	Oct. 1, 2020
3.8	Recruit or hire superintendents	Mgr. Op	Mgr. CS, JH	CEO	June 1, 2021
3.9	Recruit permanent CEO	Board	Interim CEO, COO	Board	April 30, 2022



Colliers
Project Leaders

Atlantic First Nations Water Authority Transition Period Implementation Plan

Phase 1: Approval and Funding.					
Step 4: License Agreements					
Finalizing BCRs will enable licensing/land access agreements to be drafted and completed with participating First Nations Bands. The AFNWA and its legal team will work directly with First Nations lands departments, ISC, the Department of Justice to create land access/license agreements that will both allow the AFNWA to enter communities, exclusively work on water and wastewater infrastructure, and indemnify Chiefs and Councils for water quality.					
Tasks	AFNWA Owner	Resources	Reviewer /Approver	Recommended Completion Date	
1.0					
1.1					
1.2					
1.3					
2.0					
2.1					



Colliers
Project Leaders

Atlantic First Nations Water Authority Transition Period Implementation Plan

	<ul style="list-style-type: none"> two options to be considered 				
2.2a	Option 1- Existing community mapping, or minimum required being the list of assets that are required	Mgr. Eng.	COO, Band land manager, ISC, McInnes Cooper	CEO	December 1, 2020
2.2b	Option 2 - Mapping in connection with Asset Management Plan, Identify or confirm assets, surveyors land in question, geomatic scanning (or is this part of the AMP)	Mgr. Eng.	COO, Band land manager, ISC, McInnes Cooper	CEO	December 1, 2020
3.0	License agreements				
3.1	License agreements engagements <ul style="list-style-type: none"> interested community representatives identify elements that will used for AFNWA commitment through BCR 	COO	McInnes Cooper, RB		Fall 2020
3.2	Draft license agreements <ul style="list-style-type: none"> Generally common, accompanied with a map Specifics based on band (i.e. municipal transfer agreement)	COO	McInnes Cooper, RB	Band Council/CEO Board /	January 1, 2021
3.3	Group engagements follow up, land workshops <ul style="list-style-type: none"> Land reps from interested communities Presenting final draft 	COO	ISC, McInnis Cooper, RB, Band Council, Community	CEO	
3.4	Recommend license agreement for final approval to the Board (combine with below)	CEO	COO, RB, McInnis Cooper, Band Council	Board	April 1, 2021
3.5	Signature of license agreements <ul style="list-style-type: none"> Confirm whether condition of final funding 	CEO	COO, RB, McInnes Cooper, Band Council	Band Council/ Board	July 1, 2021



Colliers
Project Leaders

Atlantic First Nations Water Authority Transition Period Implementation Plan

Phase 2: Operational Initiation.

Step 5: Implement an FSD “Hub and Spoke” operations model.

Hire all senior staff by April 2021 (one year after funding approval) with a clear preference to hire from participating Atlantic First Nations. The tasks of these managers will be to develop and adopt a formal training and development program for all staff. Furthermore, senior managers will develop Human Resource strategies that recognize the experience and knowledge of staff currently employed in water and wastewater system operation and take a consistent approach to salaries, benefits, training, and career development.

The development and implementation of the hub and spoke model is conditional upon the input of the Senior management team. When the SMT is in place a detailed implementation plan for this step will be developed.

Tasks	AFNWA Owner	Resources	Reviewer /Approver	Recommended Completion Date
1.0 Ontario Clean Water Agency (OCWA) Peer Review Business Case	COO	CEO, OCWA, JH, Colliers	ISC	Fall 2020
2.0 ISC accepts the Business Case (milestone)	CEO	COO, Colliers, JH	Board / ISC	April 1, 2021
3.0 Develop plan to implement hub and spoke model <ul style="list-style-type: none"> - i.e. supervisor allocation, technical supervisor set up, connections to HR strategies - consultation with future operators, Board, communities, - financials 	Mgr. Ops	SMT, JH,	CEO	Sept. 1, 2021
4.0 Regular updates to Board For information	CEO	SMT, COO	Board	Monthly



Colliers
Project Leaders

Atlantic First Nations Water Authority Transition Period Implementation Plan

Phase 2: Operational Initiation.					
Step 6: Implement Transition Management.					
AFNWA appoint a dedicated transition management team. Develop an AFNWA transition management strategy and align the communications and transition management strategies to ensure effective engagement and support. This step will be maintained for the 2-year transition period.					
Tasks	AFNWA Owner	Resources	Reviewer /Approver	Recommended Completion Date	
1	AFNWA appoint a dedicated Transition Management Team (TMT) to navigate change with external consultant as support.	SMT	COO, RB, Colliers	CEO	Starting April 2021
2*	Develop and implement Transition Management Plan - Establish transition management milestones with AFNWA, communities, Government, operators, others	SMT	COO, RB, Colliers	CEO	From June 1, 2021 to end of 2023

Phase 2: Operational Initiation.					
Step 7: Regulatory Oversight.					
AFNWA confirm regulatory Oversight Agencies with GOC. and develop a plan for implementing their requirements. As an interim step, the AFNWA and Dalhousie University will continue their work in developing a strategy for operating in an unregulated environment.					
Tasks	AFNWA Owner	Resources	Reviewer /Approver	Recommended Completion Date	
1*	Regulatory oversight planning				



Colliers
Project Leaders

Atlantic First Nations Water Authority Transition Period Implementation Plan

1.1	AFNWA and Dalhousie University will continue their work in developing water safety plans for operating in the interim within an unregulated environment. - NSERC application - Proposal consideration	CEO	COO, GG, ISC, Mgr. Eng., Mgr. Ops, JH	CEO	April 1, 2021
1.2	Develop (interim step) potential set of processes to facilitate auditing for compliance to benchmark standards (updated from original 2013 regulations prepared by Dalhousie)	Mgr. Ops	SMT, GG, JH,	CEO	Sept 30, 2021
1.3	Adoption of interim regulations	Mgr. Ops	SMT, GG, JH	Board	June 30, 2021
2.0	Determine long term regulations (influenced significantly by the work being conducted by the Assembly of First Nations)	CEO	SMT	Board	As Req'd
3.0	Work with Federal Government to determine Water Quality and Wastewater Effluent regulator (likely Environment Canada). Develop strategies to gain Public Servant support.	CEO	SMT, GG, ISC	Board	Sept. 1, 2021
4.0	Determine Federal financial regulator	CEO	SMT, ISC	Board	June 1, 2021
5.0	Review current composition / recruitment of additional board members				
5.1	Additional band representation	Board Executive	CEO, COO, RB	Board	As Req'd
5.2	Additional technical, SME experts - Financial, communications, legal, scientific etc....	Board Executive	CEO, COO, JH, Colliers	Board	April 1, 2021
5.3	Appointment of a Vice Chair	COO	Board Chair	Board	May 15, 2020



Colliers
Project Leaders

Atlantic First Nations Water Authority Transition Period Implementation Plan

Phase 2: Operational Initiation.					
Step 8: Operational planning.					
Senior Management team develop an operations plan that identifies AFNWA operational funding requirements including:					
<ul style="list-style-type: none"> board and management costs, operating and maintenance costs administration and accommodation costs, 					
Tasks	AFNWA Owner	Resources	Reviewer /Approver	Recommended Completion Date	
1.0	AFNWA headquarters facility				
1.1	Develop Headquarters accommodation, space, and technical requirements (Search criteria)	COO	RM, Colliers	CEO	June 1/20
1.2	Search for headquarters accommodation on reserve. Enables temporary (medium term; 5-7 years) vs eventual construction (long term), incorporates Board direction	COO	RM, Colliers, Band Land Manager	CEO	August 1/20
1,3	Develop and Secure IT requirements, office equipment, furniture etc. Note: staged IT requirements may be required as full IT Policy will be finalized with the engaged of the Director Corporate Services.	COO	Mgr. Eng., RM, JH	CEO	Oct. 1/20
1.4	Lease & financial impact review	COO	COO, McInnes Cooper,	CEO	Sept. 1/20
1.5	Board lease approval	CEO	COO	Board	Sept.1/20
1.6	Move in to headquarters facility	COO	RM, Contractor	CEO	Oct.1/20
2.0	Develop Operations budget for 2021/22 fiscal year	Mgr. CS	SMT, COO	CEO	March 1/21
3.0	Develop Operational Plan for commencement of operations	Mgr. Ops	SMT, COO, Consultant	CEO	Jan 31/22



Colliers
Project Leaders

Atlantic First Nations Water Authority Transition Period Implementation Plan

Phase 2: Operational Initiation.					
Step 9: Capital planning.					
The implementation of step 5 will allow Senior Management to develop an asset management plan within 18 months of AFNWA operations and a draft 10-year capital program based on the asset management plan. This further emphasizes the need to retain the AFNWA CEO and Manager of engineering within the first quarter of 2020-2021					
Tasks	AFNWA Owner	Resources	Reviewer /Approver	Recommended Completion Date	
1.0*	Identify what is required specifically for the Asset Management Plan (AMP) plan <ul style="list-style-type: none"> • Develop project charter including schedule, scope etc. • Project requirements • Required consultant requirements 	Mgr. Eng.	COO, JH,	CEO	Sept 1, 2020
2.0	Develop and issue RFP for consultant to support development of AMP and 10-year capital budget.	Mgr. Eng.	Consultant, JH,	CEO	Sept 30, 2020
3.0	Organize an Asset Management Workshop for operators and technical staff of the AFNWA.	Mgr. Eng.	Consultant, Mgr. Ops, JH,	CEO	March, 2021
4.0	Develop a comprehensive AMP for the infrastructure in participating communities.	Mgr. Eng.	Consultant, SMT, JH	CEO	Sept. 30, 2021
5.0	Develop a draft 10-year capital plan that is based on the asset management plan.	Mgr. Eng.	Consultant, SMT Colliers. JH	CEO	Dec 31, 2021



Colliers
Project Leaders

Atlantic First Nations Water Authority Transition Period Implementation Plan

Phase 3: Detailed Business Case and Funding					
Step 10: Risk assessment.					
Prepare a detailed risk assessment to act as an input into the detailed financial model. This will be an ongoing practice within the AFNWA. The asset management plan will identify detailed operational risks; however, it will be the prerogative of the AFNWA senior management to identify additional risks along with the appropriate mitigation strategy. Risks categories may include but are not limited to:					
<ul style="list-style-type: none"> • Economic • Social • Political • Technological • Legal • Environmental 					
Tasks	AFNWA Owner	Resources	Reviewer /Approver	Recommended Completion Date	
1.0 Develop and issue RFP to develop Enterprise Risk Management System - Proposal consideration / external consultant	Mgr. CS	CEO, SMT, COO, Colliers	CEO	Jun 1, 2021	
2.0 Complete Enterprise Risk Management System for Approval of Board - Workshops with Board, SMT - Risk register - Timelines for review	CEO	SMT, Consultant, COO, JH, RM	Board	Nov 30, 2021	



Colliers
Project Leaders

Atlantic First Nations Water Authority Transition Period Implementation Plan

Phase 3: Detailed Business Case and Funding					
Step 11: Financial Model.					
Develop a detailed financial model that incorporated inputs from the AMP, Operational plan, risk assessment and 10-year capital spending plan to identify the operational and capital funding required to operate the AFNWA for the first 25 years of operation. The model should be sufficiently detailed to consider scenarios and risks which might impact operations and service delivery. The model will be a vehicle for agreeing the funding model with GOC.					
Complete Step 11 Mar 2021					
Tasks	AFNWA Owner	Resources	Reviewer /Approver	Recommended Completion Date	
1.0	Incorporate inputs from the AMP, Operational Plan, risk assessment and 10-year capital spending plan to identify the operational and capital funding required for the AFNWA.	Mgr. CS	SMT, Colliers	CEO	Mar 1, 2022
2.0	Finalize financial reporting				
2.1	Develop corporate financial reporting, models (operations and capital) - Management information required. - External reporting (i.e. GoC) requirements	Mgr. CS	COO, Colliers	CEO	March 30, 2022



Colliers
Project Leaders

Atlantic First Nations Water Authority Transition Period Implementation Plan

Phase 3: Detailed Business Case and Funding					
Step 12: Refine Detailed Budgets and funding model.					
The intention of this step is to review the detailed financial model and risk assessment with ISC and Participating First Nations to develop/agree a detailed funding model.					
Complete Step 12 June 2021					
Tasks	AFNWA Owner	Resources	Reviewer /Approver	Recommended Completion Date	
1.0	Review the detailed financial model with ISC and Participating First Nations to develop/agree on a detailed funding model - Informed by multiple sources including the enterprise risk management system	Mgr. CS	SMT, Colliers	Board, ISC Band Councils	Mar 1, 2022
2.0	Develop Business Plans for AFNWA Board Approval	CEO	SMT, COO	Board	
2.2	Determine Business Plans draft Table of Contents	CEO	SMT, ISC	Board	June 1, 2021
2.3	Ten Year Business Plan	CEO	SMT, COO	Board	Jan. 31, 2022
2.4	One Year Business Plan	CEO	SMT, COO	Board	Feb.28, 2022



Colliers
Project Leaders

Atlantic First Nations Water Authority Transition Period Implementation Plan

Phase 3: Detailed Business Plan and Funding					
Step 13 Transfer Agreement.					
Transfer Agreement will coincide with the date of AFNWA full autonomous operation. The Transfer agreement will include the agreed funding model and will address how changes such as future upgrades to regulations will be dealt with.					
Tasks	AFNWA Owner	Resources	Reviewer /Approver	Recommended Completion Date	
1.0 Determine method of funding - Order and Council; and / or - 10-year grants	CEO	SMT, ISC, COO	Board / ISC	Dec. 1, 2021	
2.0 Define Transfer Agreement financial/liability requirements - Constituent parts	CEO	SMT, COO, ISC, McInnes Cooper	Board / ISC	Dec. 1, 2021	
3.0 Final Detailed Funding Model Approval By Board	CEO	SMT, Colliers	Board	Mar 1, 2022	
4.0 The Transfer Agreement (GoC) will include the agreed funding model, regulatory oversight requirements and address how changes such as future upgrades to regulations will be dealt with - Define requirements - Will reference several documents (BCR's, License Agreement, Business Plans, regulators etc.)	CEO	SMT, ISC, COO, McInnes Cooper	Board / ISC	Spring 2022	



Colliers
Project Leaders

Atlantic First Nations Water Authority Transition Period Implementation Plan

Resource Legend

COO – James MacKinnon	Mgr. CS – Corporate Services	Mgr. Ops - Operations	CY – Carl Yates	Colliers – Representatives based on expertise	JH – Jamie Hannam
RM – Rayleen MacDonald	Mgr. Comms – Communications & Outreach	Mgr. Eng. - Engineering	RB – Rod Burger		GG – Graham Gagnon
JP – John Paul	SMT - describe	TMT – members of SMT as assigned			



ITEM # 5
AFNWA Board
24 June 2020

TO: Chair Wilbert Marshall, and Members of the AFNWA Board

SUBMITTED BY: *original signed by*

[Carl Yates, M.A.Sc., P.Eng.]

DATE: [June 18, 2020]

SUBJECT: **Human Resource Policy**

ORIGIN

Transfer Process Plan Plan associated with ISC Framework Agreement approved by AFNWA Board on 14 May 2020

RECOMMENDATION

It is recommended that the Board approve the Human Resource Policy in the substantive form attached

BACKGROUND

With the recent execution of the Framework Agreement, management has commenced with activities and tasks consistent with the Transfer Process Plan and detailed in the Transition Implementation Plan [TIP]. Amongst other activities, the TIP identifies a significant amount of work around the development of policies and terms of reference related to operation and governance of the AFNWA. In recognition that recruitment of the senior management team is underway, the immediate need for a Human Resource [HR] policy is evident. This policy is foundational to other policies that will be developed over the coming months and presented to the Board for subsequent approval.

DISCUSSION

When reviewing what other organizations have in place, management noted that the Atlantic Policy Congress of First Nations Chiefs Secretariat [APC] recently updated its HR policy to conform to modern language, indigenous culture and current legislation. As such, the APC policy was deemed to be an excellent document upon which to base the AFNWA policy on. Attached is the proposed AFNWA HR Policy for the Board's consideration and the APC HR Policy document in track changes to show where amendments were made to reflect the governance and organizational structure of the AFNWA and its operations as a going concern entity. The policy outlines specific responsibilities of the Board Executive, CEO, Manager of Corporate Services, Senior Management Team, Personnel Committee and employees. It also contains expectations for staff interactions with the public, customers, elected officials, and fellow employees.

BUDGET IMPLICATIONS

Funds for the development of policies and hiring of AFNWA staff are contained in the 2020/21 budget as funded through Indigenous Services Canada.

ALTERNATIVES

The Board could modify language in the proposed HR policy, consistent with current legislation.

ATTACHMENT

Attachment A – Proposed AFNWA Human Resource Policy
Attachment B – APC Human Resource Policy in track changes

Report Prepared by:	<i>original signed by</i> _____ Carl Yates, M.A.Sc., P.Eng., interim Chief Executive Officer
Financial Reviewed by:	<i>original signed by</i> _____ James MacKinnon, B.Sc., MPA (candidate), interim Chief Operating Officer



Draft Human Resources Policy

**Presented to AFNWA Board
DATE: June 24, 2020**

Table of Contents

INTERPRETATIONS AND DEFINITIONS	3
CHIEF EXECUTIVE OFFICER.....	5
REGULAREMPLOYEES.....	5
PROBATIONARY APPOINTMENTS	6
PART-TIME APPOINTMENTS	6
CASUAL EMPLOYEES	7
HIRING	7
NOTICE OF RESIGNATION	8
DISCIPLINE BY SUSPENSION OR DISMISSAL.....	8
TERMINATION OF EMPLOYMENT DUE TO LAYOFF.	8
RETIREMENT.....	9
PAY.....	9
EMPLOYEE PROBATIONARY/PERFORMANCE EVALUATIONS	9
EMPLOYEE FILES	10
DISCRIMINATION AND HARASSMENT	11
HEALTH AND SAFETY	11
HOURS OF WORK AND OVERTIME.....	11
VACATIONS.....	12
STATUTORY HOLIDAYS.....	14
SPECIAL LEAVE.....	15
MEDICAL LEAVE.....	15
BEREAVEMENT LEAVE.....	17
MATERNITY LEAVE	17
PARENTAL/ADOPTION LEAVE	18
MARRIAGE LEAVE.....	18
PERSONAL LEAVE	19
EDUCATION AND EXAMINATION LEAVE	20
COURT LEAVE	21
STAFF DEVELOPMENT LEAVE	21
LEAVE FOR STORMS OR HAZARDOUS CONDITIONS	21
LEAVE FOR TRADITIONAL PRACTICES.....	22
ELECTIONS	22
BLOOD DONORS.....	23
GROUP INSURANCE, LONG-TERM DISABILITY, SUPPLEMENTAL HEALTH BENEFITS AND PENSION PLANS	23
PAYROLL DEDUCTIONS	24
NON-POLITICAL ASSOCIATION.....	24
DRESS CODE.....	25
AMENDMENTS TO HUMAN RESOURCES POLICY.....	25
APPEALING DECISIONS.....	26
RESPECTFUL WORKPLACE PROCEDURES	26

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.
- (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.
- (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.

3.02

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

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

3.05

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.

3.06

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

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

CASUAL EMPLOYEES

3.07

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.

3.08

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.

3.09

3.10

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 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

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 not be entitled to take paid leave days other than time in lieu for overtime worked or applicable statutory holidays and sick 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 will be conducted annually within thirty (30) days after the notice provisions as set out in individual contracts.

10.04

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

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, 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

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

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:

- 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

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

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.

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

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

MATERNITY LEAVE

20.01

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

20.03

At the request of the employee, such approved maternity 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 maternity leave, she shall resume work in the same or equivalent position held prior to the commencement of maternity leave, with no loss of seniority or benefits accrued to the commencement of the maternity leave.

20.05

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

20.06

An employee returning from Maternity 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

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 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 with five (5) years of service with AFNWA, 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.

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 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.

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:

TIME FOR EMPLOYEE TO VOTE

Guidelines and exceptions

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

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

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

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

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

Article 30

BLOOD DONORS

30.01

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

Article 31

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

31.01

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

31.02

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

31.03

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

31.04

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

31.05

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

31.06

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

Article 32

PAYROLL DEDUCTIONS

32.01

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

32.02

All employees must submit Employee's Tax Deduction Declaration -TD-1 forms (and tax-exempt employees shall submit a copy of their Indian Status Card as well) to the 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.
- 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.

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.

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;
 - 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
- 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.

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;
- 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.

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

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.

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 _____

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.

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.



Draft Human Resources Policy

**Presented to AFNWA Board
DATE: June 24, 2020**

Table of Contents

INTERPRETATIONS AND DEFINITIONS	3
CHIEF EXECUTIVE OFFICER.....	5
REGULAREMPLOYEES.....	5
PROBATIONARY APPOINTMENTS	6
PART-TIME APPOINTMENTS	6
CASUAL EMPLOYEES	7
HIRING	7
NOTICE OF RESIGNATION	8
DISCIPLINE BY SUSPENSION OR DISMISSAL.....	8
TERMINATION OF EMPLOYMENT DUE TO LAYOFF.	8
RETIREMENT	9
PAY	9
EMPLOYEE PROBATIONARY/PERFORMANCE EVALUATIONS	9

EMPLOYEE FILES	10
DISCRIMINATION AND HARASSMENT	11
HEALTH AND SAFETY	11
HOURS OF WORK AND OVERTIME.....	11
VACATIONS.....	12
STATUTORY HOLIDAYS.....	14
SPECIAL LEAVE.....	15
MEDICAL LEAVE.....	15
BEREAVEMENT LEAVE	17
MATERNITY LEAVE	17
PARENTAL/ADOPTION LEAVE	18
MARRIAGE LEAVE.....	18
PERSONAL LEAVE	19
EDUCATION AND EXAMINATION LEAVE	20
COURT LEAVE	21
STAFF DEVELOPMENT LEAVE	21
LEAVE FOR STORMS OR HAZARDOUS CONDITIONS	21
LEAVE FOR TRADITIONAL PRACTICES.....	22
ELECTIONS	22
BLOOD DONORS.....	23
GROUP INSURANCE, LONG-TERM DISABILITY, SUPPLEMENTAL HEALTH BENEFITS AND PENSION PLANS	23
PAYROLL DEDUCTIONS	24
NON-POLITICAL ASSOCIATION.....	24
DRESS CODE.....	25
AMENDMENTS TO HUMAN RESOURCES POLICY.....	25
APPEALING DECISIONS.....	26
RESPECTFUL WORKPLACE PROCEDURES	26

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.
- (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.
- (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.

3.02

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

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

3.03

3.04

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

3.05

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.

3.06

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

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

CASUAL EMPLOYEES

3.07

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.

3.08

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.

3.09

3.10

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 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

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 not be entitled to take paid leave days other than time in lieu for overtime worked or applicable statutory holidays and sick. 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 will be conducted annually within thirty (30) days after the notice provisions as set out in individual contracts.

10.04

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

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, 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

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 Work Place 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

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:

- 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

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

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.

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

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

MATERNITY LEAVE

20.01

An employee who is pregnant is entitled to maternity 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 maternity leave shall be accompanied by a certificate from a medical doctor stating that the employee is pregnant, and specifying the date upon which delivery is expected to occur. A request to extend maternity leave due to the hospitalization of a child shall be accompanied by a certificate from a medical doctor outlining the duration of hospitalization.

20.03

At the request of the employee, such approved maternity 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 maternity leave, she shall resume work in the same or equivalent position held prior to the commencement of maternity leave, with no loss of seniority or benefits accrued to the commencement of the maternity leave.

20.05

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

20.06

An employee returning from Maternity 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

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 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 with five (5) years of service with AFNWA, 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.

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 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.

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:

TIME FOR EMPLOYEE TO VOTE

Guidelines and exceptions

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

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

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

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

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

Article 30

BLOOD DONORS

30.01

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

Article 31

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

31.01

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

31.02

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

31.03

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

31.04

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

31.05

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

31.06

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

Article 32

PAYROLL DEDUCTIONS

32.01

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

32.02

All employees must submit Employee's Tax Deduction Declaration -TD-1 forms (and tax-exempt employees shall submit a copy of their Indian Status Card as well) to the 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;
- 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.

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.

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;
 - 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
- 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.

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;
- 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.

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

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.

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 _____

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.

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.