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INTRODUCTION

This manual contains statements of Human Resources Policies and Procedures of the Cree Nation of Chisasibi. It is designed to be a working guide for the Cree Nation of Chisasibi in the daily administration of its personnel.

In any corporate structure, written and well-organized policies promote consistency, continuity and understanding within the organization. More importantly, employees have a greater understanding of their role within the organization when their rights and obligations are set out in written policies that are consequently implemented in a consistent manner throughout. Likewise, Management is more secure and confident in its roles.

These Human Resources Policies and Procedures aim to provide employees an information base upon which to begin and structure their work. It is the responsibility of each employee to read and understand these Human Resources Policies and Procedures.

These Human Resources Policies and Procedures are designed to create a better working environment in the Cree Nation of Chisasibi. They eliminate the need for personal decision-making on matters of policy, thus ensuring uniformity throughout the organization.

It is the responsibility of the Chief and Council and of Management to implement these Human Resources Policies and Procedures in a consistent and impartial manner.

*Note: In these Human Resources Policies and Procedures, the masculine gender shall include the feminine gender and is used for conciseness purposes only. Also, some of the defined terms used repeatedly in the present document are not capitalized in order to make the text easier to read. Those terms still have the meaning provided in the Definitions Section, unless the context provides otherwise. Finally, reference to community means Chisasibi community, unless the context provides otherwise.

I. GENERAL PROVISIONS

1. DEFINITIONS

1.1 Unless otherwise indicated by express terms or necessary implication, the words and expressions used herein shall mean:

- a. **Casual Employee:** an employee who is called in to work on an occasional or intermittent basis.
- b. **Confidential Information:** any proprietary information belonging to the Cree Nation of Chisasibi and any information pertaining to individuals that is used or held by the Cree Nation of Chisasibi. The terms "Confidential Information", however, exclude information which is or which becomes generally known to the public without any breach of the employee's obligations or any fault on his part.
- c. **Contract Employee:** a person hired for a determined period of time to, for example, temporarily fill a position, execute specific tasks, or complete a specific mandate in accordance with the terms and conditions set forth in a written employment contract. The employment of a contract employee ends at the term of the employment contract unless it is renewed in accordance with these Human Resources Policies and Procedures.
- d. **Council:** the Band Council of the Cree Nation of Chisasibi.
- e. **Employee:** a person working for the Cree Nation of Chisasibi in exchange for wages.
- f. **Executive Committee:** consists of members appointed by the Chief and Council in accordance with the Executive Committee by-law as adopted and modified by the Cree Nation of Chisasibi from time to time.
- g. **Executive Officers:** the Director General of Operations, the Treasurer and the Corporate Secretary.
- h. **Fiscal Year:** the period commencing on April 1st of one year and ending on March 31st of the following year.
- i. **Full-Time Employee:** an employee whose standard hours of work are at least thirty-five (35) hours per week.
- j. **Immediate Family:** means the employee's Spouse, the employee's children and the children of his Spouse, the employee's mother and father and the Spouse of his mother or father, the employee's grandchildren and grandparents, the employee's brothers and sisters, the father and mother of the employee's Spouse and the Spouse of the aforementioned father or mother, and any other person living permanently in the employee's household.

- k. **Management:** includes the Executive Officers, but more specifically refers to Directors, Department Managers and Supervisors.
- l. **Part-Time Employee:** an employee whose standard hours of work are less than thirty-five (35) hours per week.
- m. **Permanent Employee:** a Full-Time or Part-Time Employee who is not a Contract or Temporary Employee, and who has successfully completed the probationary period.
- n. **Seasonal Employee:** an employee who works only during certain periods of the year.
- o. **Spouse:** a person who is married to an individual whether civilly, religiously or traditionally, or 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.
- p. **Student Employee:** an employee who is enrolled in school and who works during the Summer Period.
- q. **Summer Period:** the period commencing the first Monday of June and ending the Friday before Labour Day.
- r. **Supervisor:** an employee who is responsible for a group of employees and who has certain authorities including, but not limited to, providing training, assigning tasks, overseeing work and recommending or imposing disciplinary measures in compliance with these Human Resources Policies and Procedures.
- s. **Temporary Employee:** a Casual, Seasonal or Student Employee.
- t. **Traditional Activities:** the activities typical of the people of Chisasibi including Spring and Fall Goose break, these activities also comprising trapping, fishing, hunting, and arts and crafts typical of Chisasibi.
- u. **Year of Service:** means continuous employment of an employee by the Cree Nation of Chisasibi for a period of twelve consecutive months beginning with the date of hire or any subsequent anniversary date thereafter.

2. APPLICATION AND INTERPRETATION

2.1 The Cree Nation of Chisasibi has enacted these Human Resources Policies and Procedures namely in order to:

- a. comply with applicable employment legislation;

- b. establish and maintain a consistent method for managing human resource matters;
 - c. serve as a guide for employees in carrying out their duties and responsibilities; and
 - d. provide the terms and conditions of employment with the Cree Nation of Chisasibi in a clear and comprehensive manner in order to maximize efficiency and accountability of operations.
- 2.2 These Human Resources Policies and Procedures apply to the Cree Nation of Chisasibi and all of its employees. However, some employees may be excluded from the application of certain provisions of these Human Resources Policies and Procedures according to their status or to the specific terms and conditions of employment stipulated in their employment contract. It must be clearly understood that due to the multi-faceted nature or status of certain jobs, equal application is not always possible.
- 2.3 Temporary Employees, Contract Employees, Part-Time Employees and probationary employees may not fully benefit from certain provisions of these Human Resources Policies and Procedures. For example and without limitation:
- a. while on probation, probationary employees shall not benefit from most of these Human Resources Policies and Procedures. Once the probationary period is completed, and depending on the probationary employee's status, these Human Resources Policies and Procedures shall apply accordingly. If required, certain adjustments shall be made retroactively to the date of hire, promotion or transfer;
 - b. generally, Contract Employees shall not be entitled to the same benefits as Permanent employees. For example, Contract Employees may not receive the same number of paid annual vacations and paid traditional days. Also, they are not eligible for certain paid leaves such as educational leave and others. If granted, the entitlements shall be stipulated within the employment contract;
 - c. Part-Time Employees, depending on the terms and conditions of work, may not be entitled to the full extent of benefits as Full-Time Employees. In some situations, entitlements may be prorated according to the hours worked.
- 2.4 Notwithstanding the provisions of these Human Resources Policies and Procedures, only the Chief and Council of the Cree Nation of Chisasibi shall have authority to:
- a. hire and determine the conditions of employment of the Executive Officers in the manner it sees fit;

- b. make any decisions affecting substantially the working conditions of the Executive Officers such as internal transfers and promotions, modification of job descriptions, or modification of the organizational structure; and
- c. take disciplinary actions and make decisions concerning an Executive Officer, while exercising the powers and duties established under Sections 63 to 65 of these Human Resources Policies and Procedures in the place of the Director of Human Resources or Director General of Operations.

2.5 The Cree Nation of Chisasibi reserves the right and authority, in consultation with the Chief and Council, the Executive Committee, or any other source, when and if necessary, to enact its interpretations and understandings of these Human Resources Policies and Procedures.

2.6 These Human Resources Policies and Procedures replace the prior Office Policies and Procedures Manual of the Cree Nation of Chisasibi.

3. ROLES AND RESPONSIBILITIES OF THE CREE NATION OF CHISASIBI

3.1 The Cree Nation of Chisasibi is entrusted with the responsibility to deliver the best possible programs and services, consistent with the mandates, funding and budgets approved by the Chief and Council, and the Treasurer, as well as in accordance with these Human Resources Policies and Procedures. The Cree Nation of Chisasibi is also responsible for managing the funds with which it was entrusted, in a responsible, accountable and efficient manner.

3.2 It is the desire of the Cree Nation of Chisasibi to foster effective human resources dealings at all levels. The Cree Nation of Chisasibi believes the most rewarding employment relationship results from the open, fair, and consistent interactions between personnel and those who supervise and manage operations.

3.3 To ensure fairness and consistency, the Cree Nation of Chisasibi has designated the Director of Human Resources and Director General of Operations to be responsible for centralized human resources operations.

3.4 Subject to the general authority of the Cree Nation of Chisasibi acting through its Chief and Council, and unless otherwise provided, the Director of Human Resources and Director General of Operations shall have the authority to make all decisions necessary for the interpretation and application of these Human Resources Policies and Procedures. Directors, Department Managers and Supervisors shall assist the Director of Human Resources and Director General of Operations in applying these Human Resources Policies and Procedures.

3.5 More specifically, the Director of Human Resources and Director General of Operations are assigned and entrusted with the responsibility to ensure that both the Cree Nation of Chisasibi and the employees are in mutual compliance with these Human Resources Policies and Procedures. They are also responsible for

providing the required assistance to the various departments and employees of the Cree Nation of Chisasibi regarding human resources matters.

4. ROLES AND RESPONSIBILITIES OF CREE NATION OF CHISASIBI'S EMPLOYEES

- 4.1 Employees are responsible for reviewing these Human Resources Policies and Procedures and understanding their contents in order to establish an employment relationship based on a complete understanding of the Cree Nation of Chisasibi's personnel requirements, expectations and methods of conducting personnel matters. The Cree Nation of Chisasibi expects all employees to make the necessary efforts to be informed of their duties and responsibilities and to comply with these Human Resources Policies and Procedures.
- 4.2 The Cree Nation of Chisasibi encourages employee participation in all matters that affect their work. Employees are therefore encouraged to offer suggestions regarding these Human Resources Policies and Procedures, as well as regarding employment practices and working conditions.
- 4.3 When in doubt about any aspects of these Human Resources Policies and Procedures, employees are encouraged to discuss any concerns with their immediate Supervisor, the Director of Human Resources, or the Director General of Operations.
- 4.4 Failure or refusal to comply with these Human Resources Policies and Procedures may be subject to disciplinary measures up to and including dismissal.

5. AMENDMENTS

- 5.1 These Human Resources Policies and Procedures are subject to changes at the Chief and Council's discretion in order to maintain their legal compliance, operational effectiveness, and the general scope of desired workplace conditions.
- 5.2 Upon amendment of any part of these Human Resources Policies and Procedures, the Cree Nation of Chisasibi will endeavour to use normal communication channels to inform employees in a timely manner of such changes.

II. HOURS OF WORK, OVERTIME, ON-CALL, PUNCH CLOCK AND TIMESHEETS

6. APPLICATION

- 6.1 Except where expressly provided otherwise, Sections 7, 8 and 9 shall not apply to Management personnel.

7. HOURS OF WORK

- 7.1 The standard hours of work shall not exceed:
 - a. seven (7) hours in a day and thirty-five (35) hours in a week for office employees; and

- b. eight (8) hours in a day and forty (40) hours in a week for field workers, except fire department personnel, who may be subject to different standard hours of work.

- 7.2 Subject to the Summer Period and to a different work schedule that may be established by the Cree Nation of Chisasibi for some departments or employees, including fire department personnel, the regular working hours are:
 - a. Monday to Friday from 9:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m. for office employees; and
 - b. Monday to Friday from 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m. for field workers.

- 7.3 During the Summer Period, all Full-Time Employees, including Management personnel, shall be eligible for the summer schedule and shall work from 8:00 a.m. to 1:00 p.m. on Fridays without a lunch break and without incurring a salary reduction except:
 - a. security guards;
 - b. janitors;
 - c. fire department personnel;
 - d. Temporary Employees;
 - e. Contract Employees, unless otherwise provided in the employment contract;
 - f. employees working in youth and work experience programs; and
 - g. any other employee providing essential services or employed in a continuous operation.

- 7.4 The reduced hours of work during the Summer Period shall not affect the status of a Full-Time Employee.

- 7.5 Notwithstanding Section 7.3, an employee who is normally eligible for the summer schedule may be required to work between 1:00 p.m. and 5:00 p.m. on a Friday in order to meet the operational needs of the Cree Nation of Chisasibi. Such employee required to work between 1:00 p.m. and 5:00 p.m. on a Friday during the Summer Period shall be paid one and one half times his regular rate of wages for the hours worked between 1:00 p.m. and 5:00 p.m., except for Management personnel.

- 7.6 During the Summer Period, an employee who is eligible for the summer schedule and who wishes to be on vacation or on leave on a Friday shall take a full day of vacation or a full day of leave.

- 7.7 The Cree Nation of Chisasibi may establish a work schedule that differs from those established in this Section for some departments, in which case such different schedule shall apply to all employees of the concerned department.
- 7.8 The Cree Nation of Chisasibi may, in its sole discretion, authorize a flexible work schedule for the time period it deems suitable or necessary considering an employee's position or circumstances and the operational needs of the Cree Nation of Chisasibi.
- 7.9 Employees are entitled to two (2) fifteen (15) minute breaks for each day of work, one of which shall be taken in the morning, and the other in the afternoon. Notwithstanding the foregoing, employees who are eligible for the summer schedule will be entitled to only one (1) break in the morning on Fridays during the Summer Period.
- 7.10 Employees may be required to work during the Christmas period when the Cree Nation of Chisasibi offices are generally closed. In such event, the employee shall, in addition to receiving his regular wages for each day the office is closed, be paid for the number of hours worked each day during that period at one and one-half times his regular rate of wages. Department Managers and Supervisors shall provide to payroll a list of eligible employees and a list of employees scheduled to work to provide essential services during the Christmas period.
- 7.11 Employees who are absent or late must notify their immediate Supervisor of their absence or tardiness as soon as possible. An employee who fails to inform his immediate Supervisor of an absence or tardiness or who is absent or late without authorization or without a valid reason may be subject to disciplinary measures up to and including dismissal or may be deemed to have resigned from employment as provided under Section 62.6.
- 7.12 Unless the employee is on an authorized paid leave of absence, any absence from work shall result in a wage reduction.

8. OVERTIME

- 8.1 An employee may be employed in excess of the standard hours of work, but the total hours that may be worked by any employee in any week shall not exceed forty-eight (48) hours, unless such employee is subject to a modified work week such as it may be the case for fire department personnel.
- 8.2 The maximum hours of work set out in Section 8.1 may be exceeded, but only to the extent necessary to prevent serious interference with the ordinary business of the Cree Nation of Chisasibi in the event of:
- a. an accident to machinery, equipment, plant or persons;
 - b. urgent and essential work to be done to machinery, equipment, or plant;
or
 - c. other unforeseen or unpreventable circumstances.

- 8.3 When an employee is required to work in excess of the standard hours of work, he shall be paid for the overtime worked at one and one-half times his regular rate of wages.
 - 8.4 An employee may request to bank time-off in lieu of payment for the overtime worked. If the Cree Nation of Chisasibi grants the employee's request, the time-off banked shall be equivalent to the hours worked in overtime and shall be paid at one and one-half times the employee's regular rate of wages when time-off is taken. Any unused banked time-off shall be paid out at the end of the Fiscal Year.
 - 8.5 Except in cases of emergencies, all overtime must be pre-authorized by the employee's immediate Supervisor or, in his absence, by the Director of Human Resources, the Director General of Operations. The person who has authorized overtime work shall record all additional hours worked by the employee.
 - 8.6 No employee may submit a claim for overtime arising from his participation in seminars, conferences, or workshops. However, where authorized travel after regular working hours is required, the concerned employee shall be entitled to equal time off.
 - 8.7 Notwithstanding Section 6.1, the Town Maintenance Foreman, the Field Supervisor, the Water Works Supervisor, the Arena Manager, the Airport Manager, the Fire Chief and any other Management employee as determined by the Director of Human Resources or by the Director General of Operations, shall be entitled to be paid at one and one half times their regular rate of wages for all hours worked between 10:00 p.m. on one day and 8:00 a.m. on the following day to deal with emergency situations.
 - 8.8 In the event the employees governed by Section 8.7 are not paid by the hour, and for the purposes of calculating payment pursuant to Section 8.7 only, their regular rate of wages shall be determined by dividing their regular weekly salary by forty (40), unless otherwise provided under their employment contract.
 - 8.9 Any overtime worked contrary to these provisions shall not be paid or compensated in any manner whatsoever.
9. ON-CALL
- 9.1 Where an employee is required to be on-call, he shall be entitled to an on-call premium equivalent to three (3) hours of work at his regular rate of wages for each day on-call. The on-call premium is in addition to the employee's wages for any hours actually worked when called.
 - 9.2 While on-call, the employee shall remain within thirty (30) minutes of Chisasibi at all times and shall be available to work as required.
 - 9.3 An employee who is unable to work when on-call due to illness or any other reason, shall inform his immediate Supervisor immediately in order for a replacement to be found.

- 9.4 The Cree Nation of Chisasibi may, through periodic checks, verify the employee's availability when on-call. Any employee found to be absent from Chisasibi, or otherwise unavailable or unable to work while on-call, shall not be paid the on-call premium and may be subject to disciplinary measures up to and including dismissal.

10. PUNCH CLOCK AND TIME SHEETS

- 10.1 Where applicable, employees shall use the punch clock system at the defined locations within the offices of the Cree Nation of Chisasibi. All employees must punch in and out in person and no employee can punch in or out for another employee.
- 10.2 All employees are required to fill out a timesheet (Appendix "A"), which shall be approved by their immediate Supervisor or, in his absence, by the Director of Human Resources or the Director General of Operations. The Director of Human Resources shall approve the timesheets of the Director General of Operations. Employees are responsible for ensuring that all hours worked are accurately recorded on their timesheets. Any unrecorded hours shall not be paid.
- 10.3 An employee's immediate Supervisor, the Director of Human Resources or the Director General Operations may modify an employee's timesheet to reflect the hours worked by the employee. The employee shall be informed of any modifications to his timesheet.
- 10.4 An employee making a false declaration through the punch clock or on his timesheet shall be subject to disciplinary measures up to and including dismissal. False declarations shall be considered as constituting an act of fraud against the Cree Nation of Chisasibi.

III. ANNUAL VACATIONS AND LEGAL HOLIDAYS

11. ANNUAL VACATIONS

- 11.1 Considering that fire department personnel may be subject to a modified work schedule, their annual vacation entitlements may depart from those outlined in this Section and shall, in such event, be specifically addressed in a separate document.
- 11.2 Employees' entitlement to paid vacation is progressively accrued.
- 11.3 A Permanent Employee who has completed at least twelve (12) months of continuous employment is entitled to and shall be granted a vacation with pay of:
 - a. one (1) to four (4) Years of Service 15 days
 - b. five (5) to nine (9) Years of Service 20 days
 - c. ten (10) Years of Service or more 25 days

- 11.4 Such vacation shall be taken between 1 April of any given year and 31 March of the following year.
- 11.5 Considering the purpose of vacation is rest, employees shall not take vacation to replace other employees of the Cree Nation of Chisasibi or to work in a position other than theirs at the Cree Nation of Chisasibi.
- 11.6 An employee who has completed more than six (6), but less than twelve (12), consecutive months of continuous employment shall be entitled to 1.25 days of vacation for each full month of service. The employee may take his vacation only after successful completion of the probationary period.
- 11.7 Likewise, the vacation entitlement of an employee who has taken a leave of absence of less than twelve (12) months shall be prorated.
- 11.8 An employee who returns from a leave of absence of twelve or more months must complete at least six (6) months of continuous employment in order to be entitled to paid vacation hereunder. Vacation so granted shall be equal to the number of weeks of the employee's vacation entitlement pursuant to Section 11.3 divided by 12 and multiplied by the number of completed months of employment from and including the date the employee returned to work.
- 11.9 Vacation entitlement for Contract Employees and Temporary Employees shall be paid out at four percent (4%) at each pay period unless otherwise stipulated in their employment contract.
- 11.10 Where one or more legal holidays occur during a vacation granted to an employee pursuant to this Section, the vacation to which the employee is entitled under this Section may be extended by one day for each such holiday, and the Cree Nation of Chisasibi shall pay to the employee in addition to the vacation pay the wages to which the employee is entitled for those legal holidays.
- 11.11 In December of each year, or upon termination of employment, the Cree Nation of Chisasibi shall conduct a reconciliation between accrued paid vacation and paid vacation taken. The Cree Nation of Chisasibi shall pay to employees any outstanding vacation pay that may be owed. However, if an employee has taken paid vacation before having fully earned it, the vacation pay paid for time taken but not earned shall be deducted from the employee's wages in accordance with Section 54 or otherwise reimbursed by the employee.
- 11.12 Employees must submit the completed "Day(s) Off Request form (Appendix "B"), indicating the dates during which the employee wishes to use vacation time to their immediate Supervisor for approval. Such approval is subject to the availability of the requested dates and once they have been granted the vacation dates may not be changed without the authorization of the immediate Supervisor or Director of Human Resources.

- 11.13 Any employee doing a replacement or working in a position other than his for a temporary period of thirty (30) days or less shall not be entitled to take vacation during the replacement or while he works in a position other than his.
- 11.14 The Cree Nation of Chisasibi shall make all reasonable efforts to grant employees two (2) consecutive weeks of vacation when such request is made.
- 11.15 Where granting vacation would cause undue hardship to the community because it would effectively leave the community without certain services, the Director General of Operations or immediate Supervisor may refuse vacation at the time requested by the employee and organize the vacation schedule for a department in such a manner that services are guaranteed throughout the year. Any earned and unused vacation shall be paid out at the first pay period in December of each year.
- 11.16 No employee may take more than three (3) consecutive weeks of vacation in conjunction with any other leaves without prior authorization from the Director General of Operations.

12. LEGAL HOLIDAYS

- 12.1 Employees having more than thirty (30) days of continuous employment shall be granted a holiday with pay on each of the following days falling within any period of employment:
 - a. New Year's Day – January 1;
 - b. Good Friday;
 - c. Easter Monday;
 - d. Victoria Day – May 24;
 - e. Aboriginal Day – June 21;
 - f. St-Jean-Baptiste Day – June 24;
 - g. Canada Day – July 1;
 - h. Chisasibi Holiday – August 18;
 - i. Labour Day – First Monday in September;
 - j. Thanksgiving;
 - k. Remembrance Day – November 11;
 - l. Christmas Day – December 25; and
 - m. Boxing Day – December 26.

- 12.2 When the holiday falls within the first thirty (30) days of employment of an employee, he shall be entitled to the holiday but shall not receive the holiday pay.
- 12.3 If a legal holiday falls on a weekend, it shall be observed on another day as determined by the Cree Nation of Chisasibi.
- 12.4 The Cree Nation of Chisasibi, at its discretion, may recognize any civic holiday or any other day as a paid legal holiday as adopted by the Chief and Council of the Cree Nation of Chisasibi.
- 12.5 Where a legal holiday falls on a day that is a non-working day for an employee, the employee is entitled to and shall be granted a holiday with pay at some other time, which may be by way of addition to the annual vacation to which the employee is entitled or granted as a holiday with pay at a time convenient for the employee and the Cree Nation of Chisasibi.
- 12.6 An employee with thirty (30) days or less of continuous employment who is required to work on a legal holiday shall be paid at a rate equal to one and one half times his regular rate of wages for the time worked on that day, unless he works in a continuous operation in which case he shall be paid at his regular rate of wages.
- 12.7 Except for an employee governed by Section 12.8, an employee with more than thirty (30) days of continuous employment who is required to work on a legal holiday shall be paid, in addition to his holiday pay, at a rate equal to one and one half times his regular rate of wages for the time worked on that day.
- 12.8 An employee with more than thirty (30) days of continuous employment working in a continuous operation such as an operation or service normally carried on without regard to Sundays or legal holidays (including emergency and essential services), and who is required to work on a legal holiday, is entitled to one of the following:
- a. to be paid, in addition to his holiday pay, at a rate equal to twice his regular rate of wages for the time that the employee worked on that day; or
 - b. to be given a holiday with pay at some other time, by indicating such on the Day(s) Off Request Form (Appendix "B"), which may be by way of addition to his annual vacation or granted as a day off with pay at a time convenient for both the employee and the Cree Nation of Chisasibi.
- 12.9 The holiday pay is equivalent to one twentieth (1/20th) of the wages earned by the employee during the four (4) week period immediately preceding the week in which the legal holiday occurs, excluding overtime pay.

IV. SOCIAL LEAVES, TRADITIONAL LEAVE AND OTHER LEAVES OF ABSENCE

13. APPLICATION

- 13.1 An employee taking a leave of absence with pay under this Section IV shall be paid the equivalent of the wages he would have earned at his regular rate of wages for his regular hours of work.
- 13.2 Leaves with pay that have not been used may not be deferred, accrued with future leaves, vacation time or holidays to which the employee is entitled, nor are they cashable.
- 13.3 Any leave of absence under this Section IV must be used for the purposes for which the leave was requested and granted. The use of the leave for other purposes may be subject to disciplinary measures up to and including dismissal.

14. MARRIAGE LEAVE

- 14.1 All employees having completed twelve (12) consecutive months of continuous employment with the Cree Nation of Chisasibi are entitled to a maximum of five (5) days of paid marriage leave for the purposes of getting married religiously, civilly or traditionally.
- 14.2 Any employee requiring a marriage leave shall give at least fourteen (14) days' written notice to the Director of Human Resources using the Day(s) Off Request Form (Appendix "B").

15. BEREAVEMENT LEAVE

- 15.1 In the event of the death of a member of his Immediate Family, an employee having completed three (3) consecutive months of continuous employment is entitled to a maximum of five (5) days of paid bereavement leave which must be taken on any of his normal working days that occur immediately following the day of the death.
- 15.2 In the event of the death of his aunt, uncle, niece or nephew, an employee having completed three (3) consecutive months of continuous employment is entitled to a maximum of two (2) days of paid bereavement leave which must be taken on normal working days that occur after the day of the death and as agreed with the Director of Human Resources.
- 15.3 All employees entitled to bereavement leave under Section 15.1 shall also be granted two (2) additional days with pay where required to travel more than two hundred (200) kilometres to attend the funeral on their normal working days.
- 15.4 All employees having completed three (3) consecutive months of continuous employment are entitled to one half (0.5) day paid leave to attend funeral services held in the community on a normal working day.

15.5 Any employee requesting a bereavement leave or a leave to attend a funeral service held in the community shall inform the Director of Human Resources as soon as possible using the Day(s) Off Request Form (Appendix "B").

16. MOVING LEAVE

16.1 All Permanent Employees are entitled to one (1) day paid leave per Fiscal Year if they are moving to a new residence on a normal working day.

16.2 New employees hired from outside of the community in a permanent position are entitled to two (2) days paid leave for the purpose of moving to Chisasibi. Expenses incurred for moving to Chisasibi shall be reimbursed, in accordance with Section 61.1.

16.3 The employee requesting a moving leave shall inform the Director of Human Resources as soon as possible using the Day(s) Off Request Form (Appendix "B").

17. ELECTION, POLITICAL AND COMMUNITY PARTICIPATION LEAVES

17.1 All employees are entitled to one half (0.5) day paid leave for the purpose of voting at school, local, regional, provincial, and federal elections on a normal working day pursuant to the notice of election posted by the Director of Human Resources.

17.2 An employee who is a candidate in a school, municipal, provincial, or federal election, or in the elections of any First Nations organization as defined in the James Bay and Northern Quebec Agreement, shall be entitled to a maximum of ten (10) days of leave without pay for campaigning purposes.

17.3 Any employee requesting a leave for campaigning purposes shall give at least fourteen (14) days' written notice to the Director of Human Resources using the Day(s) Off Request Form (Appendix "B").

18. JUDICIAL LEAVE

18.1 All employees are entitled to paid leave for the purposes of:

- a. attending jury selection;
- b. jury duty;
- c. testifying in any proceedings held under the authority of the Cree Justice Panel or a court of justice pursuant to a subpoena;
- d. appearing before any legislative council or assembly, or any committee thereof having the power to compel the presence of witnesses;
- e. appearing before the Council or any duly formed committee thereof; and
- f. appearing before anybody having the power to make inquiries and compel the appearance of witnesses.

- 18.2 Any employee requesting a judicial leave shall give written notice to the Director of Human Resources as soon as possible using the Day(s) Off Request Form (Appendix "B").

19. TRADITIONAL LEAVE

- 19.1 Considering that fire department personnel may be subject to modified standard hours of work and a modified work schedule, their traditional leave entitlements may depart from those outlined in this Section and shall, in such event, be specifically addressed in a separate document.
- 19.2 All Permanent Employees shall accrue a maximum of fifteen (15) days paid traditional leave per Fiscal Year, in addition to their paid holidays and annual vacations, for the purposes of practicing Traditional Activities. Contract Employees may also be entitled to traditional leave in the manner provided in their employment contract.
- 19.3 Such leave shall not accrue during any absence from work for whatever reason, except during a paid leave of absence. Accordingly, when an employee is absent from work for a reason other than a leave fully paid by the Cree Nation of Chisasibi or when an employee is hired during the Fiscal Year, his entitlement to paid traditional leave will be prorated and rounded off to the closest integer of a complete day.
- 19.4 The paid traditional leave shall be taken in the Fiscal Year during which it accrues. At the end of the Fiscal Year, or upon termination of the employee's employment, the Cree Nation of Chisasibi shall conduct a reconciliation and paid traditional days taken but not earned will be deducted from the employee's wages in accordance with Section 54 or otherwise reimbursed by the employee.
- 19.5 Chief and Council may modify, reduce, or otherwise alter, the traditional leave entitlements as it deems necessary for the operations and administration of the Cree Nation of Chisasibi. Any such modification, reduction, or alteration shall be applied to all employees or groups of employees equally.
- 19.6 Any employee requesting a traditional leave shall give at least fourteen (14) days' written notice to his immediate Supervisor or, in his absence, to the Director of Human Resources or the Director General of Operations, using the Day(s) Off Request Form (Appendix "B") with the precise dates during which the leave will be taken and an outline of the nature of the activity to be practiced.
- 19.7 Authorization for traditional leave shall be given by the immediate Supervisor, the Director of Human Resources or the Director General of Operations, who may modify the dates for such leave in order to ensure that the services and operations of the Cree Nation of Chisasibi, including essential services, shall continue to be provided at all times.

20. MANAGERIAL LEAVE

- 20.1 Managerial leave applies to Management employees as determined by the Director of Human Resources or by the Director General of Operations.
- 20.2 Eligible employees having at least six (6) consecutive months of continuous service shall accrue a maximum of ten (10) days of paid managerial leave per Fiscal Year, in addition to their paid holidays and annual vacation, for the purposes of compensating additional hours that they typically carry out within the framework of their work.
- 20.3 Such leave shall not accrue during any absence from work for whatever reason, except during a paid leave of absence. Accordingly, when an employee is absent from work for a reason other than a leave fully paid by the Cree Nation of Chisasibi or when an employee is hired during the Fiscal Year, his entitlement to paid managerial leave will be prorated and rounded off to the closest integer of a complete day.
- 20.4 The paid managerial leave shall be taken in the Fiscal Year in which it accrues. At the end of the Fiscal Year, or upon termination of the employee's employment, the Cree Nation of Chisasibi shall conduct a reconciliation, and paid managerial days taken but not earned will be deducted from the employee's wages in accordance with Section 54 or otherwise reimbursed by the employee.
- 20.5 Any employee requesting a managerial leave shall give at least fourteen (14) days' written notice to the Director of Human Resources, or in his absence to the Director General of Operations, using the Day(s) Off Request Form (Appendix "B") with the precise dates during which the leave will be taken.
- 20.6 Authorization for managerial leave shall be given by the Director of Human Resources or the Director General of Operations, who may modify the dates for such leave in order to ensure that the services and operations of the Cree Nation of Chisasibi, including essential services, shall continue to be provided at all times.

21. ACT OF GOD

- 21.1 All employees are entitled to a maximum of three (3) days of paid leave per Fiscal Year in the event they are prevented from working due to an act of God. An act of God is an unforeseeable and irresistible event such as a flood or a natural disaster. An act of God excludes situations such as a delayed helicopter or car problems. The Director General of Operations shall determine if the circumstances amount to an act of God and shall authorize the payment of the leave.

22. ESCORT LEAVE

- 22.1 All Full-Time Permanent Employees are entitled to take a maximum of five (5) paid escort days per Fiscal Year to accompany an Immediate Family member who requires medical assistance outside the community.

- 22.2 Any employee requesting such leave shall give at least fourteen (14) days' written notice to the Director of Human Resources using the Day(s) Off Request form (Appendix "B"), unless there is a valid reason why such notice cannot be given in time. Such request must be accompanied by supporting documentation issued by the Cree Patient Services stating that the employee is the official escort of the concerned Immediate Family member.

23. DEFERRED LEAVE OF ABSENCE

- 23.1 All permanent employees regardless of their years of service may contribute to the Cree Nation of Chisasibi deferred payment plan by which the employee shall be entitled to a leave of absence with pay for a period of not less than three (3) months and not exceeding twelve (12) months.
- 23.2 In order to benefit from this plan, the employee must sign the Cree Nation of Chisasibi's Deferred Leave Agreement (Appendix "C") wherein the terms and conditions are set out. The employee's functions and workload shall not be modified in any way whatsoever by the Deferred Leave Agreement. Moreover, upon completion of the leave, the employee shall return to the same or a comparable position within the Cree Nation of Chisasibi.
- 23.3 For the duration of the Deferred Leave Agreement, the employee shall be entitled to those benefits and contributions as normally received by a permanent employee of the Cree Nation of Chisasibi calculated according to the percentage of the salary received pursuant to the Deferred Leave Agreement.
- 23.4 The Deferred Leave Agreement may be terminated before expiry of the term through retirement, voluntary withdrawal by the employee from the Deferred Leave Agreement, termination of employment with the Cree Nation of Chisasibi or death of the employee. Likewise an employee who is on an extended sick leave or maternity or parental leave may terminate the Deferred Leave Agreement or request that the said agreement be deferred to their return to work.
- 23.5 The Cree Nation of Chisasibi shall reimburse the employee who has terminated the Deferred Leave Agreement in accordance with this subsection the sums retained pursuant to the agreement without interest.

V. TRAINING AND EDUCATIONAL LEAVE

24. OPTIONAL TRAINING LEAVE

- 24.1 All Permanent Employees having completed twelve (12) consecutive months of continuous employment may submit a written request to attend a work-related course or training program, offered by an officially recognized institution. The written request shall set out the nature of the course or program, its relevance to the employee's position, as well as the institution and length of the program, accompanied by any supporting documentation as may be deemed useful to the request. Any such training leave shall not exceed two (2) months.

- 24.2 All such requests shall be made to the Director of Human Resources at least three (3) months prior to the commencement date of the course or training program. The Director of Human Resources shall take into consideration the needs of the Cree Nation of Chisasibi when evaluating the request, and may suggest a more appropriate course or training program based on his findings.
- 24.3 Training shall be made available each Fiscal Year to a maximum of three (3) employees, each of whom shall work in a different department of the Cree Nation of Chisasibi.
- 24.4 Employees authorized to attend a work-related course or training program must enter into a Training Agreement (Appendix "D") regarding such course or training program and shall be granted a paid leave of absence for the duration of the course or training program. Where the course or training program is given outside the community, the employee may be entitled to a living allowance to be determined according to the circumstances and as deemed appropriate by the Cree Nation of Chisasibi.
- 24.5 A training leave of absence must be used for the purposes for which the leave was requested and granted. The use of the leave for other purposes may be subject to disciplinary measures up to and including dismissal.
- 24.6 After consulting with the Director and immediate Supervisor of the concerned department, the Director of Human Resources or Director General of Operations may revoke the paid leave of absence granted to an employee pursuant to this Section if such employee withdraws from or fails to regularly attend the course or training program without reasonable justification, and shall order that employee to return immediately to the workplace.
- 24.7 An employee whose authorization has been revoked may be subject to administrative and/or disciplinary measures up to and including dismissal.
- 24.8 An employee whose authorization has been revoked or who has failed to successfully complete the course or training program without reasonable justification may be required to reimburse all sums received from the Cree Nation of Chisasibi in accordance with the terms of the Training Agreement (Appendix D) entered into by the Cree Nation of Chisasibi and the employee with respect to the training leave.

25. REQUIRED TRAINING LEAVE

- 25.1 All employees may be required to attend work-related courses, training programs or workshops, including for the purposes of acquiring the necessary skills for the job as a condition of employment. They shall receive written notice of such requirement with any relevant information such as the period, nature, length, and location of these work-related courses or training programs.
- 25.2 The immediate Supervisor who wishes that an employee attend training shall submit a written request to the Director of Human Resources who shall take into

consideration the needs of the Cree Nation of Chisasibi, the appropriateness of the training, and the suitability of the employee.

- 25.3 Any employee required to attend work-related courses or training programs must enter into a Training Agreement (Appendix "D") regarding such courses or training programs (except workshops) and shall be granted a paid leave of absence for the duration of the workshop, work-related course or training program. Where the work-related course or training program is given outside the community, the employee may be entitled to a living allowance to be determined according to the circumstances and as deemed appropriate by the Cree Nation of Chisasibi.
- 25.4 A training leave of absence must be used for the purposes for which the leave was granted. The use of the leave for other purposes may be subject to disciplinary measures up to and including dismissal.
- 25.5 After consulting with the Director and immediate Supervisor of the concerned department, the Director of Human Resources or Director General of Operations may rescind the offer of employment of any new employee who has been required to attend a workshop, work-related course or training program as a condition of employment but withdraws, fails to regularly attend, or fails to successfully complete such workshop, work-related course or training program. The decision to rescind the employment offer may not be grieved or appealed before the Executive Committee or before the Chief and Council.
- 25.6 After consulting with the Director and immediate Supervisor of the concerned department, the Director of Human Resources or Director General of Operations may revoke the paid leave of absence granted to an employee required to attend a workshop, work-related course or training program pursuant to this Section and who withdraws or fails to regularly attend such workshop, course or work-related program without reasonable justification, and shall order that employee to return immediately to the workplace.
- 25.7 After consulting with the Director and immediate Supervisor of the concerned department, the Director of Human Resources or Director General of Operations may also revoke the paid leave of absence granted to an employee required to attend a workshop, work-related course or training program pursuant to this Section if the services of the employee are required before the end of the workshop, work-related course or training program in order to meet the needs of the Cree Nation of Chisasibi.
- 25.8 An employee who refuses to attend a workshop, work-related course or training program, whose paid leave of absence has been revoked for the reasons stated in Section 25.6 or who fails to successfully complete the workshop, work-related course or training program may be subject to administrative and/or disciplinary measures up to and including dismissal.
- 25.9 An employee whose offer of employment has been rescinded in accordance with Section 25.45, or whose paid leave of absence has been revoked pursuant to Section 25.6, or who has failed to successfully complete the work-related course

or training program without reasonable justification, may be required to reimburse all sums received from the Cree Nation of Chisasibi in accordance with the terms of the Training Agreement (Appendix "D") entered into by the Cree Nation of Chisasibi and the employee with respect to the training leave.

- 25.10 When the required training is a workshop, an employee whose offer of employment has been rescinded in accordance with Section 25.45 or whose paid leave of absence has been revoked pursuant to Section 25.6 or who has failed to successfully complete the workshop without reasonable justification, may be required to reimburse all sums received from and disbursed by the Cree Nation of Chisasibi for his participation in the workshop.
- 25.11 When an employee voluntarily signs-up to attend a workshop that is not mandatory, he must attend such workshop as planned. An employee failing, without reasonable justification, to attend a workshop he has voluntarily signed-up for may be subject to disciplinary measures up to and including dismissal and may be required to reimburse all sums received from and disbursed by the Cree Nation of Chisasibi for his participation in the workshop,

26. EDUCATIONAL LEAVE

- 26.1 All Permanent Employees having completed three (3) consecutive Years of Service may submit a written request to the Director of Human Resources for an unpaid leave of absence for the purpose of acquiring further education.
- 26.2 Such request shall be made at least three (3) months prior to the commencement date and shall indicate the nature, length, and curriculum of the program, the title upon completion and the institution, and must be accompanied by proof of admission to the institution.
- 26.3 The Director of Human Resources shall have entire discretion to grant or refuse an unpaid educational leave.
- 26.4 If granted, the unpaid educational leave will be for the anticipated duration of the program. The employee shall not be entitled to reinstate his position during school breaks.
- 26.5 The employee may submit a written request to the Director of Human Resources to extend his unpaid educational leave where the program cannot be completed within the initial anticipated timeframe. Such request shall indicate the reasons for the extension and its length.
- 26.6 Upon completion of the program, the employee may be returned to the same or to a comparable position if available, and may submit a written request to the Director of Human Resources for a review of his employment conditions.
- 26.7 An educational leave of absence must be used for the purposes for which the leave was requested and granted. The use of the leave for other purposes may be subject to disciplinary measures up to and including dismissal.

- 26.8 Where an employee on educational leave decides not to return to work after the end of the leave, he shall give one (1) month's written notice of such intention to the Director of Human Resources prior to the date projected for his return to work. Such employee shall be deemed to have resigned from employment. The employee who does not report to work on the date scheduled for his return shall also be deemed to have resigned from employment.

VI. LEAVES OF ABSENCE WITHOUT PAY

27. SHORT-TERM LEAVE OF ABSENCE WITHOUT PAY

- 27.1 All Full-Time Employees may take a leave of absence not defined herein without pay upon prior authorization from their immediate Supervisor for a period not exceeding five (5) days, or from the Director of Human Resources for leaves greater than five (5) days but not exceeding six (6) months. No employee may take more than five (5) days of leave without pay within any six (6) month period without obtaining the authorization of the Director of Human Resources.

- 27.2 The immediate Supervisor or Director of Human Resources, as applicable, shall have complete discretion to grant or refuse the short-term leave of absence without pay.

- 27.3 The short-term leave of absence without pay must be used for the purposes for which the leave was requested and granted. The use of the leave for other purposes may be subject to disciplinary measures up to and including dismissal.

28. LONG-TERM LEAVE OF ABSENCE WITHOUT PAY

- 28.1 All Permanent Employees having completed five (5) Years of Service may submit a written request to the Director of Human Resources for a long-term leave of absence without pay for a period greater than six (6) months but not exceeding twelve (12) months.

- 28.2 The Director of Human Resources shall have complete discretion to grant or refuse the long-term leave of absence without pay.

- 28.3 Upon expiry of the leave, the employee may be returned to the same or to a position comparable to the one held before the leave of absence upon giving the Cree Nation of Chisasibi notice thirty (30) days prior to the date of return.

- 28.4 A long-term leave of absence without pay may be granted only once every five (5) years.

- 28.5 The long-term leave of absence without pay must be used for the purposes for which the leave was requested and granted. The use of the leave for other purposes may be subject to disciplinary measures up to and including dismissal.

VII. SICK LEAVE AND WORK-RELATED ILLNESS

29. SICK LEAVE

- 29.1 Subject to Section 29.2, the Cree Nation of Chisasibi shall not dismiss, suspend, lay off, demote, or otherwise discipline an employee because of an absence due to illness or injury if:
- a. the employee has completed three (3) consecutive months of continuous employment with the Cree Nation of Chisasibi prior to the absence;
 - b. the period of absence does not exceed seventeen (17) weeks; and
 - c. the employee, upon written request from the Cree Nation of Chisasibi within fifteen (15) days after his return to work, provides the Cree Nation of Chisasibi with a medical certificate certifying that he was incapable of working due to illness or injury for a specified period of time, and that such period of time coincides with the absence of the employee from work.
- 29.2 The Cree Nation of Chisasibi may assign to a different position, with different terms and conditions of employment, any employee who, after an absence due to illness or injury, is unable to perform the work he performed prior his absence due to illness or injury.
- 29.3 The pension, health and disability benefits and the service of an employee who is absent from work due to illness or injury shall accumulate during the entire period of the absence if the conditions set out in Section 29.1 are met in respect of that absence.
- 29.4 Where contributions are required from an employee in order for the employee to be entitled to a benefit referred to in Section 29.3, the employee is responsible for and must, within a reasonable time, pay those contributions for the period of any absence due to illness or injury unless, at the commencement of the absence or within a reasonable time thereafter, the employee notifies the Cree Nation of Chisasibi of his intention to discontinue contributions during that period.
- 29.5 If the Cree Nation of Chisasibi pays contributions in respect of a benefit referred to in Section 29.3, it shall continue to pay those contributions during an employee's absence due to illness or injury in at least the same proportion as if the employee were not absent, unless the employee does not pay his share of those contributions, if any, within a reasonable time.
- 29.6 For the purpose of calculating the pension, health and disability benefits of an employee with respect to whom contributions have not been paid as required by Sections 29.4 and 29.5, the benefits shall not accumulate during the absence and employment upon the employee's return to work shall be deemed to be continuous with employment before his absence.
- 29.7 For the purpose of calculating benefits, other than those referred to in Section 29.3, of an employee who is absent from work due to illness or injury and where the

conditions set out in Section 29.1 are met in respect of that absence, employment on the employee's return to work shall be deemed to be continuous with employment before his absence.

- 29.8 Each Fiscal Year, all Permanent Employees shall accrue 0.83 days of paid sick leave for each complete calendar month of continuous employment. An employee requiring additional sick leave shall, upon presentation of a medical certificate, be granted said leave without pay or apply for disability benefits under the group insurance plan. Legal holidays occurring during the sick leave shall not be calculated in the absence.
- 29.9 Paid sick days shall be taken in the Fiscal Year during which they accrue. However, although employees hired in a permanent position accrue paid sick days from the date of hire, they shall not take a paid sick leave before having completed their probationary period.
- 29.10 At the end of the Fiscal Year, or upon termination of the employee's employment, the Cree Nation of Chisasibi shall conduct a reconciliation and paid sick days taken but not earned will be deducted from the employee's wages in accordance with Section XI.54 or otherwise reimbursed by the employee.
- 29.11 Every employee must ensure that his immediate Supervisor is notified in a timely manner regarding his absence from the workplace due to illness or injury and, where appropriate, of the estimated length of his absence by using the Day(s) Off Request form (Appendix "B").
- 29.12 Every sick leave exceeding three (3) consecutive days must be justified with a medical certificate attesting to the nature of the illness and the necessity of the absence and shall be submitted to the employee's immediate Supervisor upon returning to work. Employees may also be required to justify a sick leave of three (3) days or less with a medical certificate in certain circumstances such as a pattern of abuse. Upon receiving the medical certificate, the immediate Supervisor shall forward a copy to the Director of Human Resources for inclusion in the employee's personnel file.
- 29.13 Sick days that have not been used during the current Fiscal Year may not be deferred, accumulated with future leaves, vacations, or holidays to which the employee is entitled, nor are they cashable.
- 29.14 The sick leave of absence must be used for the purposes for which the leave was requested and granted. The use of the leave for other purposes may be subject to disciplinary measures up to and including dismissal.

30. WORK RELATED ILLNESS AND INJURY

- 30.1 The Cree Nation of Chisasibi shall not dismiss, suspend, lay off, demote or discipline an employee because of an absence from work due to a work-related illness or injury.

- 30.2 Every employee of the Cree Nation of Chisasibi who suffers a work-related injury is entitled to an income replacement indemnity if he becomes unable to carry on his employment by reason of the injury.
- 30.3 The income replacement indemnity is equal to ninety percent (90%) of the net income that the employee derives annually from his employment.
- 30.4 An employee is presumed to be unable to carry out his employment until the work-related injury he has suffered has consolidated.
- 30.5 An employee whose work-related injury has consolidated is entitled to the income replacement indemnity provided for in Section 30.3 for as long as he requires rehabilitation to become able to carry on his employment again or, if that is not possible, to be able to carry on suitable full-time employment.
- 30.6 The Cree Nation of Chisasibi shall pay an employee who suffers a work-related injury his net salary or wages for that part of the work day during which the employee becomes unable to carry on his employment by reason of his injury, where the employee would normally have worked during that part of the day had he not been disabled.
- 30.7 The Cree Nation of Chisasibi shall pay the employee who becomes unable to carry on his employment by reason of his work-related injury, ninety percent (90%) of his net salary or wages, for each day or part of a day the employee would normally have worked had he not been disabled, for fourteen (14) full days following the beginning of his disability.

VIII. REASSIGNMENT, AND BIRTH, MATERNITY AND PARENTAL LEAVE

31. REASSIGNMENT

- 31.1 An employee who is pregnant or nursing may, during the period from the beginning of the pregnancy to the end of the twenty-fourth (24th) week following birth, request the Cree Nation of Chisasibi to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current job functions may pose a risk to her health or to that of the foetus or child.
- 31.2 An employee's request under Section 31.1 must be made to the Director of Human Resources and be accompanied by a medical certificate issued by a qualified medical practitioner of the employee's choice indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.
- 31.3 Upon receipt of a request made pursuant to Section 31.1, the Director of Human Resources shall examine the request with the employee and, where reasonably practicable, shall modify the employee's job functions or reassign her.
- 31.4 An employee who has made a request under Section 31.1 continues in her current job while the Cree Nation of Chisasibi examines her request, but if the risk posed by continuing any of her job functions so requires, she is entitled to, and shall be

granted, a leave of absence with pay at her regular rate of wages until the Cree Nation of Chisasibi:

- a. modifies her job functions or reassigns her; or
- b. informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

31.5 The onus is on the Cree Nation of Chisasibi to show that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable.

31.6 Where the Cree Nation of Chisasibi concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Cree Nation of Chisasibi shall so inform the employee in writing.

31.7 An employee whose job functions are modified, or who is reassigned, shall be deemed to continue to hold the job that she held at the time of making the request under Section 31.1, and shall continue to receive the wages and benefits that are attached to that job.

31.8 An employee referred to in Section 31.6 is entitled to, and shall be granted, an unpaid leave of absence for the duration of the risk as indicated in the medical certificate.

31.9 An employee who is pregnant or nursing is entitled to, and shall be granted, an unpaid leave of absence from the beginning of her pregnancy to the end of the twenty-fourth (24th) week following birth, if she provides the Cree Nation of Chisasibi with a certificate issued by a qualified medical practitioner of her choice indicating that she is unable to work by reason of the pregnancy or nursing and indicating the duration of that inability.

31.10 An employee whose job functions have been modified, who has been reassigned, or who is on a leave of absence, shall give at least two (2) weeks' notice in writing to the Cree Nation of Chisasibi of any change in the duration of the risk or in the inability as indicated in the medical certificate, unless there is a valid reason why such notice cannot be given timely, and such notice must be accompanied by a new medical certificate.

32. BIRTH LEAVE

32.1 All employees are entitled to a maximum of five (5) days paid leave in order to assist in the birth of their child.

33. MATERNITY LEAVE

33.1 Every employee who has completed six (6) consecutive months of continuous employment with the Cree Nation of Chisasibi is entitled to, and shall be granted, a leave of absence from employment of up to seventeen (17) weeks. The leave

may begin no earlier than thirteen (13) weeks prior to the estimated date of her delivery and end no later than seventeen (17) weeks following the actual date of her delivery.

- 33.2 The Cree Nation of Chisasibi shall pay, as part of a supplemental plan, the difference between the parental insurance benefits received by an employee during her maternity leave and the employee's salary, which together shall not exceed eighty percent (80%) of the employee's gross salary, upon receipt of proof that the employee is receiving said benefits. This supplement shall be paid to the employee during maternity leave for a period not exceeding seventeen (17) weeks.

34. PARENTAL LEAVE

- 34.1 Every employee who has completed six (6) consecutive months of continuous employment with the Cree Nation of Chisasibi is entitled to, and shall be granted, an unpaid leave of absence from employment of up to sixty-three (63) weeks to care for a newborn child of the employee or a child who is in the care of the employee by means of adoption.
- 34.2 The leave of absence may only be taken during the seventy-eight (78) week period beginning on the day on which the child is born or comes into the care of the employee.
- 34.3 The aggregate amount of leave that may be taken by two employees for parental leave in respect of the same birth or adoption shall not exceed sixty-three (63) weeks.
- 34.4 The aggregate amount of leave that may be taken by one or two employees for maternity and parental leave in respect of the same birth shall not exceed seventy-eight (78) weeks.

35. PROCEDURE

- 35.1 Every employee who intends to take a birth, maternity or parental leave shall give a written notice to the Director of Human Resources using the Day(s) Off Request Form (Appendix "B").
- 35.2 Such notice shall indicate the length of the leave the employee intends to take and shall be given at least four (4) weeks prior to the commencement of the leave, unless there is a valid reason why such notice cannot be given timely.
- 35.3 The notice must be accompanied by a medical certificate issued by a qualified medical practitioner certifying that the employee is pregnant or that the employee or the employee's Spouse has given birth. In the case of an adoption, the employee must provide supporting documentation.
- 35.4 The Director of Human Resources shall be given a written notice of at least four (4) weeks of any change in the length of leave intended to be taken by the employee, unless there is a valid reason why such notice cannot be given timely. The employee shall use the Day(s) Off Request Form (Appendix "B").

35.5 Any a leave of absence under this Section VIII must be used for the purposes for which the leave was requested and granted. The use of the leave for other purposes may be subject to disciplinary measures up to and including dismissal.

36. EFFECT ON EMPLOYMENT

36.1 Every employee who intends to take, or is required to take, a leave of absence from employment under these Sections 31, 32, 33 and 34 shall be entitled, upon written request thereof, to be informed in writing of every employment, promotion, or training opportunity that arises during the period when the employee is on leave of absence from employment and for which the employee is qualified, and on receiving such a request, the Cree Nation of Chisasibi shall so inform the employee.

36.2 Every employee who takes, or is required to take, a leave of absence from employment under these Sections 31, 32, 33 and 34 is entitled to be reinstated in the position that the employee occupied when the leave of absence from employment commenced, and the Cree Nation of Chisasibi shall, upon expiry of any such leave, reinstate the employee in that position.

36.3 Where, for any valid reason, the Cree Nation of Chisasibi cannot reinstate an employee in the same position, the Cree Nation of Chisasibi shall reinstate the employee in a comparable position with the same wages and benefits and in the same location.

36.4 If the wages and/or benefits of a group of employees of which the employee on leave is a member are changed during the period of the leave as part of a reorganization plan, that employee is entitled, upon being reinstated in employment under this Section, to receive the wages and/or benefits that that employee would have been entitled to receive had that employee been working when the reorganization took place.

36.5 The Cree Nation of Chisasibi shall notify in writing an employee who is on a leave of absence from employment under this Section VIII as soon as possible of any changes in wages and benefits as a result of a reorganization referred to in Section 36.4.

36.6 The pension, health and disability benefits and the service of any employee who takes, or is required to take, a leave of absence from employment under this Section VIII shall accumulate during the entire period of the leave.

36.7 Where contributions are required from an employee in order for the employee to be entitled to a benefit referred to in Section 36.6, the employee is responsible for and must, within a reasonable time, pay those contributions for the period of any leave of absence under this Section VIII unless, before taking the leave or within a reasonable time thereafter, the employee notifies the Cree Nation of Chisasibi of his intention to discontinue contributions during that period.

- 36.8 If the Cree Nation of Chisasibi pays contributions in respect of a benefit referred to in Section 36.6, it shall continue to pay those contributions during an employee's leave of absence under this Section VIII in at least the same proportion as if the employee were not on leave unless the employee does not pay his contributions, if any, within a reasonable time after the commencement of the leave.
- 36.9 For the purpose of calculating the pension, health and disability benefits of an employee with respect to whom contributions have not been paid as required by Sections 36.7 and 36.8, the benefits shall not accumulate during the leave of absence and employment on the employee's return to work shall be deemed to be continuous with employment before his absence.
- 36.10 For the purpose of calculating benefits of an employee who takes, or is required to take, a leave of absence from employment under this Section VIII, other than the benefits referred to in Section 36.6, employment upon the employee's return to work shall be deemed to be continuous with employment before his leave of absence.
- 36.11 The Cree Nation of Chisasibi shall not dismiss, suspend, lay off, demote, or discipline an employee for the sole reason that the employee is pregnant or has applied for a leave of absence under this Section VIII and shall not take into account the pregnancy of an employee or the intention of an employee to take a leave of absence from employment under this Section VIII in any decision to promote or train the employee.

IX. OCCUPATIONAL HEALTH AND SAFETY

37. DUTIES OF THE CREE NATION OF CHISASIBI

- 37.1 The Cree Nation of Chisasibi shall ensure that the health and safety at work of every employee is protected.
- 37.2 Without limiting the generality of Section 37.1, the Cree Nation of Chisasibi shall, in respect of every workplace controlled by the Cree Nation of Chisasibi and, in respect of every work activity carried out by an employee in a workplace that is not controlled by the Cree Nation of Chisasibi, to the extent that the Cree Nation of Chisasibi controls the activity:
- a. ensure that all permanent and temporary buildings and structures meet the prescribed standards;
 - b. ensure that the organization of the work and the working procedures do not adversely affect the health or safety of the employee;
 - c. provide first-aid facilities and health services;
 - d. ensure the maintenance of the workplace, as well as provide sanitary installations, drinking water, adequate lighting, ventilation, and temperature;

- e. ensure that the vehicles and mobile equipment used by the employees in the course of their employment meet prescribed standards;
- f. provide every person granted access to the workplace by the Cree Nation of Chisasibi with prescribed safety materials, equipment, devices, and clothing and ensure that such are kept in good condition;
- g. ensure that the use, operation, and maintenance of the following are in accordance with prescribed standards:
 - i) boilers and pressure vessels;
 - ii) escalators, elevators, and other devices for moving persons or freight;
 - iii) all equipment for the generation, distribution, or use of electricity;
 - iv) gas or oil burning equipment or other heat generating equipment; and
 - v) heating, ventilation, and air-conditioning systems;
- h. comply with the prescribed standards relating to fire safety and emergency measures;
- i. ensure, in the prescribed manner, that employees have safe entry to, exit from and occupancy of the workplace;
- j. ensure that the machinery, equipment, and tools used by the employees in the course of their employment meet prescribed health, safety, and ergonomic standards and are safe under all conditions of their intended use;
- k. ensure that each employee is made aware of every known or foreseeable health and safety hazard in the area where the employee works and that each employee is adequately informed of the risks connected with his work;
- l. ensure that the activities of any person who is granted access to the workplace do not endanger the health and safety of the employees; and
- m. take the necessary measures to prevent and protect against violence in the workplace.

37.3 Without limiting the generality of Section 37.1, the Cree Nation of Chisasibi shall, in respect of its employees:

- a. post a statement of the general policy concerning the health and safety of employees, and any other printed material related to health and safety, in an area accessible to every employee;
- b. provide each employee with the information, instruction, training, and supervision necessary to ensure their health and safety at work;

- c. ensure that employees who have supervisory or managerial responsibilities are adequately trained in health and safety and are informed of the responsibilities they have under these Human Resources Policies and Procedures where they act on behalf of the Cree Nation of Chisasibi.

38. DUTIES OF THE EMPLOYEES

38.1 While at work, every employee shall in particular:

- a. use the safety materials, equipment, devices, and clothing that are intended for the employee's protection and furnished to the employee by the Cree Nation of Chisasibi or that are prescribed;
- b. follow the prescribed procedures with respect to the health and safety of employees and as indicated by the Cree Nation of Chisasibi;
- c. take all reasonable and necessary precautions to ensure the health and safety of the employee as well as that of other employees and any person likely to be affected by the employee's acts or omissions;
- d. comply with all instructions from the Cree Nation of Chisasibi concerning the health and safety of employees;
- e. cooperate with any person carrying out a duty imposed under this Section IX;
- f. report to the Cree Nation of Chisasibi any thing or circumstance in the workplace that is likely to be hazardous to the health or safety of the employee, or that of other employees, or other persons granted access to the workplace by the Cree Nation of Chisasibi;
- g. report in a timely manner every accident or other occurrence arising in the course of or in connection with the employee's work that has caused injury to the employee or to any other person; and
- h. report to the Cree Nation of Chisasibi any situation that the employee believes to be a contravention of this Section IX or health and safety applicable legislation by the Cree Nation of Chisasibi, by another employee, or by any other person.

38.2 Loose clothing, long hair, dangling accessories, jewellery, or other similar items that are likely to be hazardous to the safety or health of an employee in the workplace shall not be worn unless they are so tied, covered, or otherwise secured as to prevent the hazard.

38.3 An employee shall not be personally liable for anything done or omitted to be done in good faith by the employee when assisting the Cree Nation of Chisasibi, as requested by the Cree Nation of Chisasibi, in providing first-aid or in carrying out any other emergency measures.

39. RIGHT TO REFUSE WORK

- 39.1 If an employee has reasonable grounds to believe that to use or operate a machine, to work in a place or to perform an activity would expose him or another employee to a danger, he has a right to refuse work in accordance with applicable legislation.
- 39.2 However, no employee may exercise his right to refuse work if his refusal puts the life, health, or safety of another person in immediate danger or if the conditions under which the work is to be performed are ordinary conditions of his employment.
- 39.3 Where an employee exercises his right to refuse work, he must immediately inform his immediate Supervisor of the circumstances of the matter or, in his absence, the Director of Human Resources or Director General of Operations. Upon being informed, the immediate Supervisor shall in turn immediately inform the Director of Human Resources or Director General of Operations.
- 39.4 Upon being informed of the employee's refusal to work, the Cree Nation of Chisasibi shall investigate and take appropriate measures under the circumstances, if any, in accordance with applicable legislation.
- 39.5 The right to refuse work may not be exercised in any other circumstances than those provided under Section 39.1.
- 39.6 The Cree Nation of Chisasibi shall not dismiss, suspend, lay off or demote an employee, nor may it discriminate, take reprisals against, or impose any other penalty on him on the grounds that such employee exercised his right to refuse work in good faith.
- 39.7 However, employees having abused their right to refuse work or having done so in bad faith will be subject to disciplinary measures up to and including dismissal.

X. HIRING PROCEDURES AND EMPLOYMENT

40. GENERAL EMPLOYMENT GUIDELINES

- 40.1 The Cree Nation of Chisasibi has the right to employ the best qualified persons available. The Cree Nation of Chisasibi may hire, promote, or transfer individuals who demonstrate the greatest and most desirable level of education, experience, skills, knowledge, abilities, adaptation, and other similar qualifications appropriate to the position and the interests of the Cree Nation of Chisasibi.
- 40.2 Every individual has the right to equal employment opportunities. The Cree Nation of Chisasibi shall therefore recruit, hire, train, transfer, promote, and compensate employees, as well as make any other decision affecting the status of employment, without regard to race, colour, religion, age, sex, national or ethnic origin, marital or family status, sexual orientation, conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered, or physical or mental disability unrelated to an individual's ability to perform the prescribed duties and responsibilities.

- 40.3 Notwithstanding Sections 40.1 and 40.2, the Cree Nation of Chisasibi shall give priority to hiring Cree members of the community when such Cree members meet the requirements for the position.
- 40.4 The Cree Nation of Chisasibi may temporarily assign positions which have been posted until the hiring procedure has been completed in order to ensure the efficient running of the Cree Nation of Chisasibi.
- 40.5 The Cree Nation of Chisasibi may review an employee's status, role and responsibilities from time to time and make any required adjustments as may be necessary.
- 40.6 The continuation of employment with the Cree Nation of Chisasibi is based, amongst other factors, on the need for work to be performed, the availability of funds, and the employee's effective work performance and conduct.

41. POSTING OF POSITIONS

- 41.1 Except in situations governed by Section 43.1, all positions offered by the Cree Nation of Chisasibi shall be posted.
- 41.2 A Director, a Department Manager, an Executive Officer or the Chief and Council may submit a request to the Director of Human Resources for the posting of such positions following a vacancy in an existing position or following the need for additional personnel. The posting for positions with the Cree Nation of Chisasibi shall be approved by the Director of Human Resources or the Director General of Operations, except for Executive Officer positions which shall be approved by the Chief and Council.
- 41.3 Subject to applicable legislation, the Cree Nation of Chisasibi shall have no obligation to post a vacant position.
- 41.4 No position shall be posted unless sufficient funds are available.
- 41.5 The Director of Human Resources shall prepare all the postings for employment which shall include:
 - a. title of position;
 - b. nature of the work;
 - c. internal classification;
 - d. required qualifications;
 - e. employment conditions;
 - f. date of posting; and
 - g. closing date of the competition.

41.6 The Director of Human Resources shall post all positions in public areas and on the employee notice board of the Cree Nation of Chisasibi's Band Office. The Director of Human Resources shall also air the posting of positions on the local radio station, and publish such postings in the community newsletter, for a period of at least two (2) weeks. The Director of Human Resources may also use any other means deemed appropriate to inform potential candidates of the postings.

42. HIRING PROCESS

42.1 For positions that have been posted pursuant to Section 41.1, the Director of Human Resources shall conduct a pre-screening of applications with the concerned Director, Department Manager or immediate Supervisor and select the candidates that will be interviewed by the Selection Committee.

42.2 The Selection Committee shall carry out the interviews of the selected candidates and make the appropriate recommendations for final approval. Hiring shall be approved by the Director of Human Resources or the Director General of Operations. However, with respect to Executive Officer positions, hiring shall only be approved by the Chief and Council.

42.3 The Selection Committee shall be comprised of at least three (3) of the following persons. Where an Executive Officer position is concerned, two (2) of those three (3) persons shall be members of the Chief and Council:

- a. members of the Chief and Council, including the Chief;
- b. the Treasurer;
- c. the Director General of Operations;
- d. the Director of Human Resources; and
- e. the Director, Department Manager or immediate Supervisor in respect of the position to be filled.

42.4 The Director of Human Resources, or the Chief and Council with respect to Executive Officer positions, will inform the successful candidate of the Cree Nation of Chisasibi's decision by letter of offer of employment containing the terms and conditions of employment.

42.5 In respect of employees who are recruited from outside the community, the offer of employment shall also mention the agreed upon moving expenses to be disbursed by the Cree Nation of Chisasibi, and any other terms or conditions relating to relocation.

42.6 All unsuccessful candidates shall receive a letter informing them that their candidacy was not retained.

43. TEMPORARY AND CONTRACTUAL EMPLOYMENT

- 43.1 Temporary positions, and contractual positions of less than twelve (12) months, shall not require to be posted in the manner set out in Section 41. The Director of Human Resources may however elect to post contractual positions of less than twelve (12) months at his discretion.
- 43.2 Upon expiry of the initial term, an employment contract may not be renewed more than twice.
- 43.3 A Director or a Department Manager may submit a request to the Director of Human Resources or the Director General of Operations for approval to hire a Temporary Employee. Where the temporary employment concerns an Executive Officer position, the temporary employment shall be determined and approved by the Chief and Council.
- 43.4 This request must be submitted five (5) days prior to the anticipated hiring date and must contain:
- a. name of the individual;
 - b. reasons for hiring;
 - c. identification of the project for which the person is hired;
 - d. job description;
 - e. name of the immediate Supervisor;
 - f. hourly or weekly rate;
 - g. budget code; and
 - h. date of completion.
- 43.5 A Director or Department Manager may however hire a Temporary Employee without the aforementioned authorization provided that the employment period does not exceed thirty (30) days of continuous service, upon giving notice to the Treasurer and the Director of Human Resources of the term and nature of the employment as well as the name of the individual. Such term may not be renewed without obtaining the authorization mentioned in Section 43.3.
- 43.6 Sections 42.4 and 42.6 shall apply to the filling of temporary and contractual employment with the appropriate adaptations.
- 43.7 Unless otherwise provided by the Director of Human Resources or by the Director General of Operations, a Temporary or Contract Employee is entitled to only those benefits determined in the employment contract and otherwise specified in these Human Resources Policies and Procedures.

43.8 No person shall be hired under this Section unless sufficient funds are available.

44. PERSONNEL FILES

44.1 A personnel file will be opened by the Director of Human Resources for each new employee and shall contain all job-related information regarding the employee, such as correspondence with the employee, the job description, and any documents concerning disciplinary matters.

44.2 All personnel files shall be kept strictly confidential and in a secure location. Only the concerned employee, the Director of Human Resources and any other persons for whom having access to personnel files is necessary for the discharge of their duties may request access to such files.

44.3 An employee may request that erroneous information in his personnel file be corrected or irrelevant information be deleted.

45. ORIENTATION

45.1 The Director of Human Resources shall provide new employees with general orientation in collaboration with the immediate Supervisor who shall provide specific job-related orientation.

45.2 Orientation may also require the new employee to complete a training period with his immediate Supervisor or another employee.

45.3 New employees shall receive an information booklet containing the Cree Nation of Chisasibi Human Resources Policies and Procedures. All employees shall be responsible for reading, understanding and complying with the provisions contained in such Human Resources Policies and Procedures.

46. PROBATION

46.1 All newly hired employees in a permanent position shall be subject to a six (6) working month probationary period. Management employees may however be subject to a greater probationary period of up to twelve (12) working months if so provided in their employment contract. During, or at the term of the probationary period, the Cree Nation of Chisasibi may terminate an employee's employment for any reason without notice or pay in lieu of such notice, except as provided for by employment standards legislation.

46.2 Unless otherwise provided in their employment contract, or by the Director of Human Resources or the Director General of Operations, an employee on probation is not entitled to any benefits other than those specifically set out in these Human Resources Policies and Procedures.

46.3 Unless otherwise provided in the offer of employment or the terms of any employment contract, a promoted or transferred employee shall be subject to a six (6) working month probationary period during which he shall continue to be entitled to benefits usually granted to Permanent Employees if the employee had a

permanent status before being promoted or transferred. Employees promoted or transferred in a Management position may however be subject to a greater probationary period of up to twelve (12) working months. An employee who has not successfully completed his probationary period or who is not likely to successfully complete his probationary period shall be returned to his previous position, unless such position no longer exists in which case he will be returned to a comparable position.

- 46.4 Employees who have not successfully completed their probationary period shall not have the right to grieve or appeal the termination of their employment or their transfer in their previous or in a comparable position, before the Executive Committee or Chief and Council.
- 46.5 Employees on probation shall not have a right of review of disciplinary measures before the Executive Committee or the Chief and Council.

XI. SALARY AND BENEFITS

47. SALARY SCALES AND PAYMENT OF WAGES

- 47.1 The Cree Nation of Chisasibi undertakes to pay its employees in accordance with their job classification, qualifications, responsibilities and experience. For purposes of evaluating an employee's qualifications, the Cree Nation of Chisasibi may take into consideration the employee's education and certification, as such may be relevant to his position.
- 47.2 Unless otherwise provided in an employment contract, salaries are determined in accordance with the salary scales as established from time to time by the Cree Nation of Chisasibi and in accordance with the Salary Administration Policies applicable to non-management and Management personnel.
- 47.3 Wages shall be paid, where so authorized by the employee on the Payroll Enrollment Form (Appendix "E"), by bank transfer to the employee's bank account on the Thursday of the second week following the end of the pay period, or by cheque where there has been no such authorization. The pay period is subject to change at the Cree Nation of Chisasibi's discretion.
- 47.4 Wages are subject to applicable statutory withholdings as well as to the withholdings of the employee's contributions to any applicable group benefits plan, including the James Bay Cree-Naskapi Pension Plan and the group insurance plan. Wages and withholdings are identified on the pay stub remitted to the employee at each pay period.
- 47.5 A Permanent Employee may request a salary advance once each Fiscal Year, using the Salary Advance Form (Appendix "F"), provided that the employee has completely reimbursed any such salary advance received the preceding Fiscal Year. Such advance may not exceed \$1,000.00, or \$500.00 during the Spring and Fall Goose Break and the Christmas period.

48. ADDITIONAL RESPONSIBILITY PAY

- 48.1 Where an employee is required by the Director of Human Resources or the Director General of Operations to assume the duties of his immediate Supervisor as a temporary replacement, the Cree Nation of Chisasibi shall pay to that employee his regular salary increased by fifteen percent (15%). Such increase in remuneration shall be paid as long as the employee carries out the duties of his immediate Supervisor on an interim basis.
- 48.2 Where an employee is required by the Director of Human Resources or the Director General of Operations to temporarily perform additional duties within the same position level, those additional duties shall be clearly defined from the start and the Cree Nation of Chisasibi shall pay to that employee his regular salary increased by five percent (5%) to ten percent (10%) depending on the additional duties that need to be performed. Such increase in remuneration shall be paid as long as the employee carries out the additional duties.

49. SPECIAL BENEFITS ALLOWANCE

- 49.1 All Permanent Full-Time Employees, and Contract Employees where so provided in their employment contract, are entitled to and shall be granted an annual special benefits allowance subject to the submission of a duly completed Special Benefits Allowance Form (Appendix "G") to the Director of Human Resources on a yearly basis.
- 49.2 The amount of the special benefits allowance is determined every Fiscal Year by the Cree Nation of Chisasibi and depends on whether or not the employee has dependants, and is adjusted in proportion to the time worked by the employee for the Cree Nation of Chisasibi in relation to a full Fiscal Year. For the purposes of this Section, "dependants" means an employee's Spouse and children having twenty-five (25) years of age or less and living at home with the employee.
- 49.3 Where both Spouses are employed by the Cree Nation of Chisasibi, or if the Spouse of an employee of the Cree Nation of Chisasibi is employed by another employer providing the same or a similar benefit, only one (1) of the two (2) shall receive the "with dependants" rate.
- 49.4 It is the employee's responsibility to inform the Cree Nation of Chisasibi if his Spouse is eligible to receive the same or a similar benefit from another employer. It is also the employee's responsibility to immediately inform the Cree Nation of Chisasibi of any changes that may affect the amount of his special benefits allowance.
- 49.5 Any changes that may increase the special benefits allowance will only become effective as of the date the Human Resources Department is informed. Any overpayments of the special benefits allowance shall be deducted from the employee's wages, as provided under Section 54, should an employee fail to inform the Cree Nation of Chisasibi of any changes to his file in a timely manner.

50. USE OF PERSONAL TOOLS

50.1 The Cree Nation of Chisasibi shall provide its employees with the appropriate tools and equipment for the purpose of carrying out their employment duties.

50.2 However, the Cree Nation of Chisasibi may require an employee to use his own tools or equipment when performing his employment duties.

50.3 Any employee required to use his own tools or equipment, or to purchase such, shall be reimbursed up to fifty percent (50%) of the price of the tools or equipment. Reimbursement shall only be available every two (2) years to employees required to use or purchase specialized power tools, mechanical, carpentry, electrical or plumbing tools, or equipment regularly needed to carry out their duties, except where replacement is required as a result of damage that occurred at work.

50.4 In order to be eligible for a reimbursement, the use or purchase of the tools or equipment must have been pre-approved by the concerned Director or Department Manager. The tools or equipment must also be bought by the employee and receipts must be provided.

51. USE OF PERSONAL VEHICLE

51.1 Where an employee is authorized by his immediate Supervisor to use his personal vehicle in carrying out his employment duties, he shall receive compensation in the amount of nine dollars (\$9) per day of use. A log book must be completed and submitted with the Travel Expenses Report (Appendix "H") on a monthly basis for approval by the immediate Supervisor or Department Manager.

52. GROUP INSURANCE BENEFITS

52.1 Every eligible employee having completed three (3) consecutive months of continuous employment shall be enrolled in the group insurance plan offered by the Cree Nation of Chisasibi.

52.2 The terms and conditions provided under the group insurance plan shall apply and shall supersede any conflicting provisions of these Human Resources Policies and Procedures. For a complete description of those terms and conditions, employees must refer to the official text of the group insurance plan.

52.3 The group insurance plan shall be subject to changes or termination, without notice or indemnity thereof, at the sole discretion of the Cree Nation of Chisasibi.

53. JAMES BAY CREE-NASKAPI PENSION PLAN

53.1 Enrollment in the James Bay Cree Naskapi Pension Plan shall be mandatory for every eligible employee.

53.2 Effective January 1st, 2013, an employee's date of eligibility under the James Bay Cree Naskapi Pension Plan shall be January 1st following the calendar year during which the employee has earned one of the following, based on continuous

employment with an associated employer as defined under the James Bay Cree Naskapi Pension Plan:

- a. at least 35% of the year's maximum pensionable earnings; or
- b. have worked at least 700 hours for an associated employer.

53.3 An employee's active participation in the James Bay Cree Naskapi Pension Plan can only be terminated upon retirement, termination of employment, or death. Employees must refer to the James Bay Cree Naskapi Pension Plan for the meaning of "termination of employment".

53.4 If an employee is hired by an associated employer as defined under the James Bay Cree Naskapi Pension Plan within the sixty (60) days following the termination of his employment, his continuous employment will be considered uninterrupted. The employee will then be enrolled with the new associated employer as if he had never stopped working. A newly hired employee who has contributed to the James Bay Cree Naskapi Pension Plan with a previous employer and has not interrupted his continued active service may immediately begin contributions.

53.5 If an employee is receiving a pension from the James Bay Cree Naskapi Pension Plan and is rehired by the Cree Nation of Chisasibi before normal retirement age, such employee shall have the following options:

- a. stop receiving his pension, join the James Bay Cree Naskapi Pension Plan immediately, accrue benefits and receive an adjusted pension upon retirement; or
- b. continue receiving his pension and not accrue further benefits.

53.6 The terms and conditions provided under the James Bay Cree Naskapi Pension Plan shall apply and shall supersede any conflicting provisions of these Human Resources Policies and Procedures. For a complete description of those terms and conditions, employees must refer to the official text of the James Bay Cree Naskapi Pension plan.

54. WAGE DEDUCTIONS

54.1 Where an employee is indebted towards the Cree Nation of Chisasibi, amounts owed, such as overpayments, shall be deducted from the employee's wages at the next pay period or periods, depending on the amount owed and subject to applicable legislation. Except where an amount must be deducted from an employee's last pay, employees must be informed in advance by the Finance Department that such deductions will be made. Arrangements for reimbursement may be made with the Director of Finance or the collection officer in certain circumstances.

XII. TRAVEL EXPENSES

55. GENERAL

- 55.1 All employees travelling on behalf of the Cree Nation of Chisasibi for work-related purposes shall be entitled to reimbursement of expenses incurred during such travel. For the purposes of these Human Resources Policies and Procedures, travel expenses shall be deemed those expenses defined in **Sections 56 to 61**.
- 55.2 Expenses shall be reimbursed only where travel has been approved in accordance with Section 56.1. Such approval shall be subject to the availability of sufficient funds in the budget of the department for which travel has been requested.
- 55.3 Travel advances may not exceed eighty percent (80%) of the total estimated costs of travel and shall be granted only where the travel has been approved in accordance with Section 56.2 and for advances of at least \$50.00. Such approval shall be subject to the availability of sufficient funds in the budget of the department for which travel has been requested. Should an employee have an outstanding advance account, the requested advance shall not be authorized.
- 55.4 Employees travelling on behalf of another agency or organization, and employees attending meetings, conferences or training for which the travel costs are assumed by another agency or organization, shall not be eligible to receive from the Cree Nation of Chisasibi a travel advance or reimbursement for travel expenses.
- 55.5 Employees shall not be reimbursed for travel expenses and shall not be granted a travel advance where the prescribed procedure has not been followed.

56. PROCEDURE FOR APPROVAL AND CLAIMS

- 56.1 The employee shall obtain prior approval for his travel by submitting his itinerary and an explanation of the purpose of the proposed travel to his immediate Supervisor or Department Manager.
- 56.2 Where an employee requests a travel advance pursuant to Section 55.3, the employee shall obtain prior approval for his travel by indicating the amount required to cover the travel costs in addition to submitting his itinerary and an explanation of the purpose of the proposed travel to his immediate Supervisor or Department Manager.
- 56.3 An employee may claim reimbursement of expenses only from the Cree Nation of Chisasibi by completing and signing the Travel Expenses Report (Appendix "H") and submitting it to his immediate Supervisor or Department Manager for approval. An employee requesting reimbursement shall provide, when required, supporting documentation and receipts.
- 56.4 Travel advances received to cover travel expenses shall be deducted from the total amount of the expenses incurred and the employee shall reimburse any excess sums received in advance through wage deductions as provided under Section 54.

An employee who received travel advances must provide, when required, supporting documentation and receipts.

- 56.5 Any employee making false claims, submitting false documents, submitting claims for sums received in advance, or requesting travel advances or submitting claims for the reimbursement of expenses assumed by another agency or organization may be subject to disciplinary measures up to and including dismissal and may also be subject to criminal prosecution.

57. HOTEL AND LODGING

- 57.1 An employee may request reimbursement of the costs incurred for a hotel room, excluding all personal charges and expenses, except where reservations for the stay have been made by the Cree Nation of Chisasibi and a purchase order has been issued after confirming that the employee has been authorized to travel.
- 57.2 All efforts shall be made to stay in hotels where the Cree Nation of Chisasibi enjoys preferential rates.
- 57.3 An employee staying in a private residence may claim forty dollars (\$40.00) for each night upon providing a receipt as proof of lodging to be paid to the homeowner. No employee shall be entitled to reimbursement for lodging where the private residence is owned by him or his Spouse.

58. TRANSPORTATION

- 58.1 Airfare costs shall be paid directly by the Cree Nation of Chisasibi through an authorization number, corporate credit card, or travel warrant.
- 58.2 Where an employee uses his personal vehicle, reimbursement for the mileage shall be in accordance with applicable rates at the time of the travel. The mileage shall be determined in accordance with the Mileage Chart (Appendix "I").
- 58.3 However, where an employee uses his personal vehicle to arrive at a destination that is also accessible by plane, the Cree Nation of Chisasibi shall pay the lesser of the economy airfare and the mileage in accordance with applicable rates at the time of the travel.
- 58.4 Whenever more than one employee is travelling to the same destination using a personal vehicle, they shall, if possible, travel together using only one personal vehicle.
- 58.5 The Cree Nation of Chisasibi shall not be responsible for any damage or malfunctioning that may occur to an employee's personal vehicle used while travelling for work-related purposes.

59. MEALS

- 59.1 Meal expenses incurred while travelling shall be reimbursed as follows:

- a. breakfast – fifteen dollars (\$15.00);
- b. lunch – twenty-five dollars (\$25.00);
- c. supper – thirty-five dollars (\$35.00); and
- d. incidentals – ten dollars (\$10.00).

59.2 There is no requirement to present supporting documentation or receipts in connection with meal expenses described in Section 59.1. However, meals paid by third parties shall not be claimed.

59.3 The Director General of Operations, the Treasurer, and Directors may claim amounts greater than those set out in Section 59.1 for business meals as part of their official functions. Other employees shall request prior authorization for business meals when such may be required during their travel on official business for the Cree Nation of Chisasibi. Reimbursement shall be subject to the presentation of supporting documentation and receipts.

60. CHILDCARE EXPENSES

60.1 An employee who is required to travel outside the community for work-related purposes may claim thirty dollars (\$30.00) per child for each day of absence as childcare expenses provided such care is not provided by the employee's Spouse or by another child of the employee.

60.2 Receipts for childcare expenses must be signed by the childcare worker and attached to the claim mentioned in Section 56.3.

60.3 The Cree Nation of Chisasibi shall reimburse the travel expenses of the childcare worker of an employee who is nursing a child less than twelve (12) months old and who is required to travel outside the community for work-related purposes.

61. MOVING EXPENSES

61.1 New employees of the Cree Nation of Chisasibi hired in a permanent position and who are required to relocate in the community shall be reimbursed travel expenses as set out in Sections 55 to 60, in addition to any reasonable expenses incurred in transporting their possessions and relocating their family, where applicable, upon presentation of the supporting documentation and receipts.

XIII. TERMINATION, RESIGNATION AND DISCIPLINE

62. TERMINATION AND RESIGNATION

62.1 Where the employment of an employee who has completed three (3) consecutive months of continuous employment is terminated, the Cree Nation of Chisasibi shall, except where the termination is by way of dismissal for just cause, give the employee either:

- a. a written notice, at least two (2) weeks before a date specified in the notice, of the Cree Nation of Chisasibi's intention to terminate his employment on that date; or
 - b. two (2) weeks' wages at his regular rate of wages for his regular hours of work, in lieu of the aforementioned notice.
- 62.2 Where notice of termination is given pursuant to Section 62.1, the Cree Nation of Chisasibi shall:
 - a. not reduce the rate of wages or alter any other term or condition of employment of the employee to whom the notice was given except with the written consent of the employee; and
 - b. pay to the employee his regular rate of wages for his regular hours of work from the time the notice is given until the date specified therein.
- 62.3 Where an employee who receives a notice of termination pursuant to Section 62.1 continues to be employed by the Cree Nation of Chisasibi for more than two (2) weeks after the date specified in the notice, his employment shall not, except with the written consent of that employee, be terminated except by way of dismissal for just cause, unless the Cree Nation of Chisasibi again complies with the provisions of Section 62.1 in respect of that employee.
- 62.4 Where the employment of an employee who has completed twelve (12) consecutive months of continuous employment is terminated, the Cree Nation of Chisasibi shall, except where the termination is by way of dismissal for just cause, pay to the employee the greater of:
 - a. two (2) days' wages at the employee's regular rate of wages for his regular hours of work in respect of each completed year of employment that is within the term of the employee's continuous employment by the Cree Nation of Chisasibi; or
 - b. five (5) days' wages at the employee's regular rate of wages for his regular hours of work.
- 62.5 An employee of the Cree Nation of Chisasibi may resign from his employment with the Cree Nation of Chisasibi by giving verbal or written notice to such effect, setting out the effective date of resignation.
- 62.6 An employee who is absent for five (5) days or more without notification of his absence, without authorization or without a valid reason shall be deemed to have voluntarily resigned from his employment with the Cree Nation of Chisasibi.
- 62.7 An employee shall lose all benefits related to his continuous Years of Service and his employment with the Cree Nation of Chisasibi upon resignation or termination of employment.

63. DISCIPLINE

63.1 Any employee may be subject to discipline for breach of employment duties, inappropriate behaviour or any other valid reasons including, without limiting the generality of the foregoing:

- a. tardiness;
- b. absence from work without notification, without authorization or without a valid reason;
- c. use of a leave of absence for purposes other than those for which the said leave was granted;
- d. breach of confidentiality;
- e. reporting to work while under the influence of alcohol or drugs, alcohol or drug intoxication during working hours or while at the workplace, driving during working hours while under the influence of alcohol or drugs or any other breach of employment duties involving drugs or alcohol;
- f. driving a Cree Nation of Chisasibi vehicle without a valid driver's license;
- g. harassment;
- h. violation of ethic's provisions;
- i. rudeness or disrespect towards Management, other employees, or the public;
- j. insubordination including willful disobedience of an order, directive, or policy;
- k. workplace violence;
- l. misuse of the Cree Nation of Chisasibi's equipment including personal use of the Cree Nation of Chisasibi vehicles without authorization; or
- m. theft, fraud, or misappropriation of funds or other property of the Cree Nation of Chisasibi.

63.2 The disciplinary measures shall range from a verbal warning up to and including dismissal and will be determined on a case-by-case basis according to various factors including the severity of the fault that has been committed by the employee, the employee's disciplinary record as well as other relevant aggravating and mitigating factors. A serious fault shall not be subject to the progression of the sanctions and may lead to immediate dismissal.

64. WARNINGS AND SUSPENSIONS WITHOUT PAY

- 64.1 Verbal warnings may be imposed by an immediate Supervisor, the Director of Human Resources or the Director General of Operations. The reasons for the verbal warning and the corrective action required shall be expressed to the employee. The employee shall also be advised that any future offence may lead to more severe disciplinary measures, up to and including dismissal. The employee shall be given the opportunity to respond, comment on, or present a justification in respect of the verbal warning.
- 64.2 Written warnings and suspensions without pay may be imposed by the Director of Human Resources or the Director General of Operations. The reasons for the written warning or suspension without pay and the corrective action required shall be expressed to the employee along with past disciplinary measures, if any. The employee must also be advised that any future offence may lead to more severe disciplinary measures, up to and including dismissal. The employee shall be given the opportunity to respond, comment on, or present a justification in respect of the written warning or suspension without pay.
- 64.3 Upon receiving the employee's response, comments or justification, the immediate Supervisor, the Director of Human Resources or the Director General of Operations, as applicable, may make any decision deemed appropriate under the circumstances, including rescinding or modifying the disciplinary measure imposed to the employee.
- 64.4 Except for employees on probation, Contract Employees and Temporary Employees, any employee who has been suspended without pay may request a review of that disciplinary measure by the Executive Committee.
- 64.5 All such requests shall be made in writing to the Secretary of the Executive Committee within five (5) days of the disputed suspension without pay. The request must contain information regarding the suspension without pay and the relevant facts.
- 64.6 The Executive Committee shall, upon examining the request, summon the employee and the Director of Human Resources or the Director General of Operations, as applicable, to present the grounds in support of the suspension without pay, at a meeting of the Executive Committee.
- 64.7 The Executive Committee shall, within thirty (30) days of the meeting referred to in Section 64.6, decide whether to confirm, modify or annul the suspension without pay, setting out its decision and the reasons for such decision in writing, copies of which shall be sent to both the concerned employee and the Director of Human Resources or the Director General of Operations as applicable, who shall conserve a copy in the employee's personnel file.
- 64.8 The decision rendered by the Executive Committee shall be deemed final and without appeal. However, the Executive Committee shall submit a copy of its

decision to the Chief and Council for ratification at its first meeting following the decision.

64.9 As provided under Section 1.2.4 (c), only the Chief and Council shall issue a verbal warning, a written warning, or suspend an Executive Officer.

65. DISMISSAL FOR JUST CAUSE

65.1 Dismissal of an employee for just cause may be recommended by the Director of Human Resources or the Director General of Operations to the Executive Committee. Dismissal shall only take place following a decision of the Executive Committee, which shall be subject to ratification by the Chief and Council.

65.2 No dismissal shall be carried out without ensuring that the employee has been given an opportunity to be heard on the matter. Whenever dismissal is considered, the Executive Committee shall give at least five (5) days' notice to the employee to appear before it for a disciplinary hearing. The notice shall set out the following:

- a. the date, time, and place of the disciplinary hearing;
- b. the reasons and alleged facts in support of the proposed dismissal;
- c. past disciplinary measures, if any;
- d. a mention that the purpose of the disciplinary hearing is to provide the employee with an opportunity to be heard;
- e. if appropriate in the circumstances, a mention that the employee is suspended with or without pay until the Executive Committee renders its decision.

65.3 The employee has the right to fully defend himself against dismissal by disputing the alleged facts, proving new ones or arguing the inappropriateness of the sanction.

65.4 If the Executive Committee requires more information before making a decision or if it obtained additional information which is material to a finding of just cause, the Executive Committee shall hold a subsequent hearing. Sections 65.2 and 65.3 shall apply to any subsequent hearings.

65.5 Within thirty (30) days following the hearing, the Executive Committee shall render a written decision containing its finding of facts, its reasons and its final decision. As soon as possible after a decision has been rendered, a copy shall be delivered to the employee and the Director of Human Resources.

65.6 The Executive Committee may decide to impose an alternative disciplinary or administrative measure, if it finds that the breach and circumstances do not warrant dismissal of the employee.

- 65.7 As provided under Section 1.2.4 (c), an Executive Officer shall be heard and dismissed only by the Chief and Council.
- 65.8 Notwithstanding the foregoing and except for Executive Officer positions, the Director of Human Resources or the Director General of Operations may dismiss an employee during or at the term of a probationary period.
- 65.9 Dismissal during or at the term of the probationary period is deemed final and shall not be grieved or appealed before the Executive Committee or Chief and Council.

XIV. HARASSMENT

66. GENERAL

- 66.1 Every employee is entitled to a work environment free of harassment of any kind. The Cree Nation of Chisasibi shall make every reasonable effort to ensure that no employee is subjected to harassment.
- 66.2 Generally, harassment consists of a repeated and, improper or unwanted conduct, comment, gesture, or contact of any nature, that is likely to cause offence or harm to an employee, and that results in a harmful work environment for that employee. It includes, but is not limited to, harassment based on grounds of discrimination such as race, color, religion, age, gender, gender identity, sexual orientation, national origin, citizenship, disability, pregnancy, marital or any other grounds of discrimination as well as sexual harassment. Sexual harassment means that the repeated and improper conduct, comment, gesture or contact is sexual in nature or might, on reasonable grounds, be perceived by the employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 66.3 Harassment can also consist of one single severe incident which has a lasting harmful effect on the employee.

67. FILING A HARASSMENT COMPLAINT

- 67.1 If reasonable to do so, employees are encouraged to make their objections known to the person who is alleged to have engaged in improper or unwanted conducts in an attempt to resolve the problem before filing a harassment complaint. If a situation cannot be resolved or continues, a written complaint shall be filed in the manner prescribed in this Section.
- 67.2 Any employee who believes he has been the victim of harassment or who has witnessed or has been made aware of harassment shall, at the earliest opportunity possible, report the situation to his immediate Supervisor, the Director of Human Resources or the Director General of Operations by filing a complaint. If the complaint is received by the immediate Supervisor, he shall immediately inform the Director of Human Resources or Director General of Operations who shall in turn inform the Executive Committee within five (5) days following the receipt of the complaint, unless there is a valid reason why the Executive Committee may not be informed in time.

- 67.3 Such complaint shall be made in writing with a description of the events leading to harassment. The description of the events shall include all relevant facts regarding the time and place of the incidents, as well as the identity of those involved and potential witnesses.
- 67.4 Upon confirmation of the admissibility of a harassment complaint, the Director of Human Resources or Director General of Operations shall give notice of such complaint to the person against whom allegations of harassment have been made. The Director of Human Resources or Director General of Operations may also take interim measures as deemed appropriate under the circumstances.

68. ADMISSIBILITY AND INVESTIGATION

- 68.1 The Director of Human Resources and Director General of Operations shall first determine the admissibility of the harassment complaint, taking the alleged facts as being true. If the complaint is found to be inadmissible, it is dismissed and the concerned parties are informed.
- 68.2 If the complaint is found to be admissible, the Director of Human Resources and Director General of Operations, may conduct a complete and diligent investigation into the allegations of harassment. In the course of such investigation, the parties concerned by the complaint as well as relevant witnesses shall be met to the extent possible. All Cree Nation of Chisasibi employees shall collaborate with such investigation.
- 68.3 Where they deem appropriate, the Director of Human Resources and Director General of Operations may refer the determination of the admissibility of the complaint and/or the investigation process to another person or committee, including external resources. Same applies where the Director of Human Resources or Director General of Operations is concerned by the complaint or is in a situation of conflict of interest.
- 68.4 All information pertaining to a harassment complaint shall be maintained confidential except where disclosure is necessary to appropriately investigate the complaint and take disciplinary or administrative measures or to the conduct of a legal proceeding.
- 68.5 Irrespective of whether a written complaint has been filed, the Director of Human Resources and Director General of Operations shall take any action required by the circumstances, including a complete and thorough investigation where necessary, as soon as a harassment situation is brought to their attention.

69. CONCLUSIONS

- 69.1 Those who have conducted the investigation shall report to the Executive Committee and present their conclusions along with their recommendations, if any, within sixty (60) days following the filing of the complaint, unless there is a valid reason why such report may not be presented in time. In such case, the Executive

Committee shall be informed of the reasons for the additional delays and of the expected date on which the report shall be presented.

- 69.2 Within fifteen (15) days following the receipt of the report and recommendations, if any, the Executive Committee shall render its decision as to the merits of the complaint, and shall take all appropriate actions, including administrative and disciplinary measures up to and including dismissal. The Executive Committee shall inform the concerned parties of its decision and of any action taken under the circumstances, to the extent appropriate.
- 69.3 The Cree Nation of Chisasibi prohibits and will not tolerate retaliation against employees for filing a harassment complaint or cooperating with an investigation.
- 69.4 Any employee who knowingly files a false harassment complaint or knowingly provides false information during the course of an investigation shall be subject to disciplinary measures, up to and including dismissal.
- 69.5 Where the Cree Nation of Chisasibi deems appropriate, it may, at any time during the internal complaint processing, propose mediation to the parties concerned by the harassment complaint. Mediation is not mandatory and all concerned parties must accept to participate in order for the mediation to proceed. Unless the nature of the allegations requires otherwise, a successful mediation ends the complaint processing, including any investigation that may have begun.
- 69.6 The Cree Nation of Chisasibi's internal complaint processing does not deprive any employee who has reasonable grounds to believe that harassment has been committed to file a complaint with the Canadian Human Rights Commission and seek redress under the *Canadian Human Rights Act*.

XV. TECHNOLOGY RESOURCES

70. ACCEPTABLE ACCESS AND USE

- 70.1 All of the Cree Nation of Chisasibi's technology resources are the Cree Nation of Chisasibi's property and their purpose is to facilitate and support the Cree Nation of Chisasibi's business and communications.
- 70.2 The Cree Nation of Chisasibi's technology resources include, but are not limited to:
 - a. systems running on networks;
 - b. technological devices such as computers, laptop computers, printers, fax machines, telephone systems, cell phones (including personal digital assistants (PDA), smart phones, Blackberries and iPhones), iPads, tablets and peripherals whether owned or leased by the Cree Nation of Chisasibi;
 - c. electronic data and files;
 - d. USB keys, external hard drive and cloud drive;

- e. Internet, intranet, and software applications;
 - f. voicemails, e-mails and all electronic communications and computer information systems;
 - g. external electronic bulletin board, wire service, and Online services; and
 - h. wired or wireless networks.
- 70.3 Access to and use of one or more forms of the Cree Nation of Chisasibi's technology resources may be granted to employees at the discretion of the Cree Nation of Chisasibi, according to their position and their need to access and use such technology resources in the performance of their duties.
- 70.4 The Cree Nation of Chisasibi's technology resources shall be accessed and used solely by authorized employees. Employees shall not allow, assist or encourage unauthorized persons to access to or use the Cree Nation of Chisasibi's technology resources.
- 70.5 The Cree Nation of Chisasibi's technology resources are meant to be accessed and used for appropriate business purposes only.
- 70.6 Personal use of the Cree Nation of Chisasibi's technology resources shall only be permitted during breaks, at lunch time and outside working hours. More specifically, employees are strictly prohibited from using the Cree Nation of Chisasibi's technology resources during working hours for playing games or making personal transactions or communications on Web media such as Facebook, Twitter or LinkedIn.
- 70.7 Employees have the responsibility to access and use the Cree Nation of Chisasibi's technology resources in a professional, ethical, and lawful manner.
- 70.8 Employees shall not use the Cree Nation of Chisasibi's technology resources in a manner that is likely to cause network congestion or significantly hamper the ability of other users to access and use the network.
- 70.9 Employees shall comply with applicable copyright legislation and licensing agreements. More specifically, employees shall not copy, install or use any software or data files in violation of applicable copyright legislation or licensing agreements, including but not limited to downloading or distributing music, videos, movies or any other electronic media through the Internet.
- 70.10 Employees shall not use the Cree Nation of Chisasibi's technology resources to transmit, retrieve or store any data or communication that is discriminatory, harassing, defamatory, threatening, obscene, sexually explicit or pornographic or prohibited by applicable legislation.
- 70.11 Employees shall maintain the Cree Nation of Chisasibi's technology resources in good working order and shall inform their immediate Supervisor of any problems or malfunctioning of such.

- 70.12 Employees shall not intentionally, through negligence or misuse, damage or render unusable the Cree Nation of Chisasibi's technology resources.
- 70.13 Eating or drinking while using a Cree Nation of Chisasibi computer or laptop computer is strictly prohibited.
- 70.14 Immediate Supervisors are responsible for ensuring that employees under their supervision possess adequate knowledge and training with respect to technology resources they must use in carrying out their duties.

71. USERS ACCOUNTS AND PASSWORDS

- 71.1 Authorization to access and use one or more forms of the Cree Nation of Chisasibi's technology resources may be provided through accounts issued to each user, such accounts not being transferable to other employees.
- 71.2 The Cree Nation of Chisasibi shall require that passwords be implemented by the Information Technology Department or users on some of the Cree Nation of Chisasibi's technology resources such as computers, laptop computers and cell phones to avoid unauthorized access to Confidential Information. Where applicable, such password must prevent access to the technology resources after a period of inactivity of twenty (20) minutes.
- 71.3 Employees to whom an account is assigned are accountable for all actions performed through access and use of that account and are expected to preserve the security of their account and password. Employees shall not share their password with anyone except with authorized Information Technology personnel.
- 71.4 Employees shall not use another employee's password or misrepresent their identity when using the Cree Nation of Chisasibi's technology resources.
- 71.5 Employees shall log off the network or lock their workstation when leaving their desk for an extended period of time. Employees shall also log off the network at the end of their work day.

72. PROTECTION OF THE TECHNOLOGY RESOURCES

- 72.1 Employees shall not knowingly endanger the security of any of the Cree Nation of Chisasibi's technology resources.
- 72.2 Employees shall follow all applicable guidelines and notifications issued by the Information Technology Department, including those issued in order to protect the Cree Nation of Chisasibi's network from viruses and spyware attacks. When in doubt, employees shall contact the Information Technology help desk for advice.
- 72.3 To prevent computer viruses from being transmitted through the Cree Nation of Chisasibi's network, employees shall not copy, download or install any software or material from the Internet nor run software updates without obtaining prior authorization from the Information Technology Department.

- 72.4 Employees shall not modify or reconfigure the software or hardware of any of the Cree Nation of Chisasibi's technology resources and shall not remove or disable anti-virus and spyware protection software.
 - 72.5 Employees shall scan all external storage devices such as diskettes, Cd's and USB keys for viruses or other harmful software before using them on the Cree Nation of Chisasibi's technology resources.
 - 72.6 Employees shall not open and shall preferably delete suspicious e-mails and suspicious e-mail attachments.
 - 72.7 Employees may download or copy non-executable files (i.e. files other than compressed or non-compressed software applications or other executable files) to the Cree Nation of Chisasibi's network storage drives only if such files are for work purposes.
 - 72.8 Employees shall not carry out maintenance or repairs on the Cree Nation of Chisasibi's technology resources.
73. REMOVAL OR TRANSFER OF TECHNOLOGICAL DEVICES
- 73.1 Except for the everyday use of portable technological devices, the removal or transfer of the Cree Nation of Chisasibi's technological devices from the Cree Nation of Chisasibi's premises or from their assigned office, section, or building as identified by the Information Technology Department, shall be subject to the authorization of the Information Technology Department.
 - 73.2 A Department Manager may request that a portable technological device be removed or transferred from its assigned office, section, or building as identified by the Information Technology Department for reasons including, but not limited to, the following:
 - a. transfer of technological devices to another office, section or building; and
 - b. removal of technological devices for disposal.
 - 73.3 The request must be documented and submitted to the Information Technology Department for approval. The request shall include the following information about the concerned technological device:
 - a. the model;
 - b. the manufacturer;
 - c. the serial number;
 - d. the Cree Nation of Chisasibi's identification number and any other identification tags as applicable.

74. SECURITY OF PORTABLE TECHNOLOGICAL DEVICES

- 74.1 Employees are responsible for taking proper care of the Cree Nation of Chisasibi's portable technological devices they are using, including taking reasonable steps to prevent the loss, theft or damage of such devices. The Cree Nation of Chisasibi may require reimbursement for the loss of, theft of or damage to a technological device by an employee who has failed to take reasonable steps to prevent such loss, theft or damage.
- 74.2 Employees shall not leave portable technological devices such as laptop computers and cell phones unattended when working off-site or in unsecured locations.
- 74.3 When travelling, employees shall ensure that portable technological devices such as laptop computers and cell phones are securely stored and out of sight when not in use.

75. MONITORING EMPLOYEES' ACCESS AND USE

- 75.1 Employees shall not have an expectation of privacy with respect to their access and use of the Cree Nation of Chisasibi's technology resources and shall not assume the information they store or transmit using the Cree Nation of Chisasibi's technological resources, including their electronic files and communications, is completely private. Employees having information they do not want to be reviewed or monitored should store or transmit such information using means other than the Cree Nation of Chisasibi's technology resources.
- 75.2 The Cree Nation of Chisasibi reserves the right to review and monitor any employee's access and use of its technology resources including any employee's electronic data, files and communications where it has reasonable grounds to do so and in compliance with applicable legislation. Reasonable grounds may include but are not limited to:
 - a. maintenance, upgrades and data gathering for diagnosing service and technological problems;
 - b. cost analysis and resource allocation;
 - c. management of technology resources; or
 - d. investigating patterns of use that indicate violation of an employee's obligation or of applicable legislation.
- 75.3 The Cree Nation of Chisasibi's technology resources must be accessible to authorized Information Technology personnel at all times.
- 75.4 Employees shall not monitor or intercept the electronic files or communications of other employees or third parties.

76. CELL PHONES

- 76.1 The Cree Nation of Chisasibi shall provide eligible employees with a cell phone (including a PDA, an iPhone, a Blackberry or other similar hand-held device) where necessary to assist them in carrying out their duties. Eligible employees may include without limitation:
- a. Management personnel;
 - b. public works services employees such as plumbers, electricians and carpenters;
 - c. housing department employees; and
 - d. on-call employees.
- 76.2 The Cree Nation of Chisasibi shall subscribe cell phone subscription plans that are intended to cover for the employees' cell phone use in the performance of their duties, including when travelling on business within Canada.
- 76.3 Employees shall be responsible for familiarizing themselves with and verifying their cell phone subscription plan with the Information Technology Department.
- 76.4 Employees travelling outside Canada, whether for personal or business purposes, shall inform the Information Technology Department in order for specific arrangements to be made with respect to the subscription plan and shall ensure their communication costs remain within those specific arrangements. Employees shall be responsible for the costs of those specific arrangements when travelling for personal purposes.
- 76.5 The Cree Nation of Chisasibi shall charge back excess charges for personal use from an employee whose cell phone use exceeds the approved subscription plan level in any given month. The employee shall reimburse any excess charges for personal use through wage deductions as provided under Section 54 of these Human Resources Policies and Procedures.
- 76.6 The Cree Nation of Chisasibi shall have no obligation to replace or upgrade a well-functioning cell phone. Any unauthorized cell phone replacement or upgrade will be at the employee's expense.
- 76.7 The Cree Nation of Chisasibi shall replace a damaged, lost or stolen cell phone only once. Any subsequent replacement will be at the employee's expense. Notwithstanding the foregoing, a cell phone damaged, lost or stolen due to the misuse or negligence of the employee shall be replaced at the employee's expense.
- 76.8 The Director General of Operations may authorize an employee to use his own cell phone in the performance of his duties for the Cree Nation of Chisasibi. Where such authorization has been given, the Cree Nation of Chisasibi shall reimburse the employee for expenses pertaining to the use of his cell phone up to a maximum

amount of one hundred dollars (\$100.00) per month. Where applicable, reimbursement is processed according to the expenses reimbursement provisions with appropriate supporting documentation and receipts.

- 76.9 Employees are prohibited from using their own cell phone or the Cree Nation of Chisasibi's cell phone during working hours for playing games or making personal transactions or communications on Web media such as Facebook, Twitter or LinkedIn.

XVI. VEHICLES

77. USE OF CREE NATION OF CHISASIBI'S VEHICLES

- 77.1 The Cree Nation of Chisasibi's vehicles are vehicles that are owned or leased by the Cree Nation of Chisasibi or vehicles in which the Cree Nation of Chisasibi has an insurable interest. The Cree Nation of Chisasibi's vehicles include but are not limited to:

- a. suburbans, pick-ups and trucks;
- b. boats and all-terrain vehicles;
- c. recreational buses;
- d. heavy vehicles used in road works and other types of works; and
- e. any other vehicle purchased, acquired, registered, leased or licensed under the Cree Nation of Chisasibi.

- 77.2 All Cree Nation of Chisasibi vehicles shall only be used by authorized and qualified employees for work-related purposes.

- 77.3 The Cree Nation of Chisasibi may rent out its vehicles to employees on the terms and conditions to be established by contract. Requests to use a Cree Nation of Chisasibi vehicle shall be made to the Director of Public Works using the Borrowing of Equipment Form (Appendix "J").

- 77.4 Any employee authorized to use a Cree Nation of Chisasibi vehicles may not allow other unauthorized individuals to use or access the Cree Nation of Chisasibi's vehicle. Transporting individuals other than employees of the Cree Nation of Chisasibi during working hours is strictly prohibited.

78. GENERAL RULES APPLICABLE TO THE USE OF VEHICLES

- 78.1 All authorized employees shall drive Cree Nation of Chisasibi vehicles in a safe and courteous manner and in accordance with traffic and other applicable legislation.

- 78.2 An employee shall not drive a Cree Nation of Chisasibi vehicle without holding a valid driver's license of the appropriate class delivered by the competent provincial authority.
- 78.3 Employees whose position requires that they hold a valid driver's license are responsible for maintaining such license in good standing and informing their immediate Supervisor, the Director of Human Resources or the Director General of Operations without delay if their driver's license has been modified, revoked or suspended.
- 78.4 The Cree Nation of Chisasibi may terminate the employment of an employee whose driver's license has been revoked or suspended where such driver's license is a term and condition of employment.
- 78.5 Immediate Supervisors are responsible for ensuring that authorized employees under their supervision hold a valid driver's license of the appropriate class, including by making proper verifications with the Société d'assurance automobile du Quebec at least every six (6) months.
- 78.6 An employee shall not drive a Cree Nation of Chisasibi vehicle or his own vehicle in the performance of his duties while under the influence of alcohol or drugs or while his capacity to drive is impaired.
- 78.7 Immediate Supervisors are responsible for ensuring that authorized employees under their supervision are not intoxicated and are able to drive before they take control or begin using any of the Cree Nation of Chisasibi's vehicles. Failure to assess authorized employees' capacity to drive may result in the imposition of disciplinary measures for the immediate Supervisor up to and including dismissal.
- 78.8 An employee shall not be permitted to drive in excess of the maximum driving hours permitted under applicable legislation.
- 78.9 Immediate Supervisors are responsible for ensuring that authorized employees are not assigned driving hours and do not drive in excess of the maximum driving hours permitted under applicable legislation.
- 78.10 An employee shall not use a hand-held or hands-off device, including a cell phone, digital tablet or laptop computer, while driving a Cree Nation of Chisasibi vehicle or while driving their own vehicle in the performance of their duties. This prohibition includes receiving or placing calls, text messaging, surfing the Internet, receiving or responding to emails, and checking for phone messages. Employees must stop the vehicle they are driving in a safe location before using a hand-held or hands-off device.
- 78.11 Employees shall be personally liable for any fines incurred while driving Cree Nation of Chisasibi vehicles or while driving their own vehicle in the performance of their duties.
- 78.12 Employees shall also be personally liable for damages and injuries to property or individuals resulting from their violation of applicable legislation or from their

negligence or recklessness while driving a Cree Nation of Chisasibi vehicle or while driving their own vehicle in the performance of their duties, including driving without a valid driver's license and driving while being impaired or under the influence of drugs or alcohol. In such circumstances, employees shall also be personally liable for the payment of any applicable deductible of insurance claims, or where insurance coverage has been denied because of the employee's misconduct, for all damages.

- 78.13 All Cree Nation of Chisasibi's vehicles shall be parked at the industrial park after regular working hours unless used by employees who are on-call, or by employees working at the Cree Trappers Association and returning from a long distance work-related travel.

79. LOG BOOK, INSPECTIONS AND MAINTENANCE

- 79.1 An employee who is authorized to use a Cree Nation of Chisasibi heavy vehicle must sign in in the log book at the beginning and end of such use. With respect to coach drivers, they shall complete and carry a Driver's Daily Log (Appendix "K") at all times when operating a coach. The log book may be obtained from the Director of Public Works.
- 79.2 An employee who is authorized to use a Cree Nation of Chisasibi vehicle shall inspect the vehicle before signing it out and when returning it. Employees shall also ensure before each departure that registration and insurance documents are in the vehicle and up-to-date. With respect to heavy vehicles, employees must carry out a pre-trip inspection to verify that the heavy vehicle is functioning properly and document the verification using the Inspection Report (Appendix "L") which can be obtained from the Director of Public Works.
- 79.3 Employees shall report to their immediate Supervisor any problems or malfunctions detected while inspecting a Cree Nation of Chisasibi vehicle using the Inspection Report (Appendix "L"), where applicable. Employees shall also report to their immediate Supervisor any problems or malfunctions occurring while using a Cree Nation of Chisasibi vehicle.
- 79.4 Employees who are authorized to use Cree Nation of Chisasibi vehicles shall ensure they are returned in clean and good condition and with a full gas tank where applicable. More specifically, employees driving heavy vehicles shall clean the windows when necessary and shall clean the interior of the vehicle daily without leaving any garbage.
- 79.5 Where an employee is authorized to use a Cree Nation of Chisasibi vehicle for personal purposes pursuant to Section 77.3, gas shall be at his own cost and expense. Employees who charge gas to the Cree Nation of Chisasibi for personal use will be subject to disciplinary measures up to and including dismissal.
- 79.6 All Cree Nation of Chisasibi vehicles shall be parked in the municipal parking lot at the end of any authorized use, or in the area indicated by the employee's

immediate Supervisor where vehicle used is an essential element of the employee's job functions.

- 79.7 Only the Cree Nation of Chisasibi's garage shall carry out repairs on Cree Nation of Chisasibi vehicles unless otherwise required because of the nature or timeliness of the repair or maintenance work to be carried out or for warranty purposes.

80. ACCIDENTS

- 80.1 An accident involving a Cree Nation of Chisasibi vehicle shall be reported immediately to the police, unless it is the subject of a joint accident report. An employee driving a Cree Nation of Chisasibi vehicle and involved in an accident shall stay on location until a joint accident report or a police report is completed, unless his condition requires immediate medical attention. Such accident shall also be reported to the concerned employee's immediate Supervisor as soon as possible.
- 80.2 An employee who is involved in an accident while driving a Cree Nation of Chisasibi vehicle shall also fill out an accident report using the appropriate form obtained from the Cree Nation of Chisasibi and shall provide the Director of Public Works with such report as soon as possible following the accident.
- 80.3 The employee shall be liable for all damages or injuries resulting from violation of this Section XVI.

XVII. ADMINISTRATIVE MATTERS, ETHICS AND TOBACCO

81. REQUISITION, PURCHASES AND LEASES

- 81.1 A requisition form shall be completed and submitted by a Director or Department Manager for prior approval by the Director General of Operations, the Director of Finance, or the Treasurer for all purchases and leases made on behalf of the Cree Nation of Chisasibi, except if expressly provided otherwise under this Section.
- 81.2 Approval of purchases and leases shall be made in accordance with this Section and shall be subject to the availability of sufficient funds in the budget of the department for which the requisition has been made.
- 81.3 Approval of purchases of more than five thousand dollars (\$5,000.00) shall require a tender from three (3) suppliers in which a description of the item and its price are set out and shall be approved according to price, quality, service, and delivery.
- 81.4 For all purchases, the Cree Nation of Chisasibi purchasing agent shall issue a duly signed and completed purchase order form bearing the tax exemption stamp following the approval of the requisition form by the Director General of Operations, the Director of Finance, or the Treasurer.
- 81.5 The original purchase order form shall be sent to the supplier, the accounting copy of the purchase order form shall be sent to the Finance Department along with the requisition form, and a copy of the purchase order form shall be retained in the

files of the Cree Nation of Chisasibi purchasing agent. A copy shall be made available upon request to the Director or Department Manager for which the purchase has been made.

- 81.6 The Cree Nation of Chisasibi purchasing agent shall verify that each item received corresponds with the purchase order, following which his copy of the purchase order shall be forwarded to the Finance Department to be filed with the invoice.
- 81.7 Purchases of gas and diesel shall be approved by the Director or Department Manager who shall designate in writing those employees authorized to make such purchases for all Cree Nation of Chisasibi vehicles. The Director or Department Manager shall issue purchase orders for gas and diesel twice a year.
- 81.8 The Cree Nation of Chisasibi shall not be liable for any unauthorized purchases or leases and those employees undertaking such obligations shall assume full responsibility for the expenses incurred.

82. ETHICS AT WORK

- 82.1 By accepting employment with a public institution such as the Cree Nation of Chisasibi, employees acknowledge that the perception and confidence of the community members and beneficiaries in the Cree Nation of Chisasibi, its employees, and representatives is of crucial importance and that employees must therefore be held to the highest standards of quality and ethics.
- 82.2 Considering the foregoing, employees shall carry out their duties in a conscientious, loyal and honest manner, understanding that they serve beneficiaries of the Cree Nation of Chisasibi.
- 82.3 While carrying out their duties, employees shall also ensure that the integrity, dignity and reputation of the Cree Nation of Chisasibi are upheld.
- 82.4 In addition, employees shall ensure that their off-duty conduct supports their ability to perform their duties and does not negatively impact the integrity, dignity or reputation of the Cree Nation of Chisasibi. Each case is unique and the expectations of the Cree Nation of Chisasibi with respect to an employee's off-duty conduct may depend on various factors such as the employee's position. The greater the employee's responsibilities are, or the more public the employee's position is, the higher the standards with respect to his off-duty conduct will be. Considering an employee's off-duty conduct may be relevant to his employment, it may also lead to administrative and/or disciplinary measures up to and including dismissal.
- 82.5 Teamwork is the foundation for ensuring quality services to the community and employees shall develop a positive and professional attitude in the workplace in order to encourage collaboration and cooperation with their fellow employees. Employees shall also show respect to each other and to Management personnel.

- 82.6 Employees shall comply with any Conflict of Interest Policy and Social Media Policy that may be adopted or modified from time to time by the Cree Nation of Chisasibi.
- 82.7 At any time employees are representing the Cree Nation of Chisasibi, they shall conduct themselves appropriately.
- 82.8 Employees are expected to conduct themselves in a professional manner while using social media communications such as Facebook, Twitter or LinkedIn for work-related purposes.
- 82.9 Employees shall refrain from publicly airing grievances toward another Cree Nation of Chisasibi employee, a member of the Chief and Council, the Cree Nation of Chisasibi itself or any organization or entity owned in whole or in part by the Cree Nation of Chisasibi, including through media such as newspaper and radio and social media such as Facebook, Twitter, or LinkedIn.
- 82.10 Employees shall ensure that their apparel and appearance are appropriate for the workplace and the functions they must carry out.
- 82.11 Employees shall avoid using vulgar or rude language or gestures with both colleagues and the public.
- 82.12 Employees shall respect the confidentiality of any Confidential Information they obtain while carrying out their functions and shall refrain from disclosing or otherwise communicating any such information to others.
- 82.13 Employees shall not consume alcohol, drugs, or other intoxicating substances, except for medical purposes, while at work. Employees shall also inform their immediate Supervisor if they take prescribed medication that can affect their capacity to safely perform their duties.
- 82.14 Employees shall resign or take an unpaid leave of absence from their position upon being elected to the Cree Nation of Chisasibi's Chief and Council in order to avoid conflicts of interest. They shall also inform the Cree Nation of Chisasibi of any intention to run for public office.
- 82.15 Any violations of this Section may lead to disciplinary measures up to and including dismissal.

83. TOBACCO-FREE ENVIRONMENT

- 83.1 The Cree Nation of Chisasibi shall provide a tobacco-free environment for all employees.
- 83.2 The smoking and the use of tobacco products is strictly forbidden in any of the Cree Nation of Chisasibi's facilities and on the Cree Nation of Chisasibi's property unless expressly authorized. It is also prohibited in any of the Cree Nation of Chisasibi's vehicles.

- 83.3 Tobacco products include any product manufactured from tobacco and electronic cigarettes.
- 83.4 The Cree Nation of Chisasibi may designate exterior smoking areas and shall ensure that such designated smoking areas are identified as such and are equipped with ashtrays or non-combustible covered receptacles for the disposal of wastes.
- 83.5 Employees smoking in designated smoking areas must extinguish all materials used for smoking, including cigarette butts and matches, and dispose of them in appropriate containers.
- 83.6 The Cree Nation of Chisasibi shall ensure that employees and visitors are informed of the prohibition related to smoking and the use of tobacco products as well as of the location of the designated smoking areas if any, especially by posting clearly visible signs to that effect.
- 83.7 Any violations of this Section may lead to disciplinary measures up to and including dismissal.

APPENDIX A – Time Sheet

APPENDIX B – Day(s) Off Request Form

APPENDIX C – Deferred Leave Agreement

APPENDIX D – Training Agreement

APPENDIX E – Payroll Enrollment Form

APPENDIX F – Salary Advance

APPENDIX G – Special Benefits Allowance Form

APPENDIX H – Travel Expenses Report

APPENDIX I – Mileage Chart

APPENDIX J – Borrowing of Equipment

APPENDIX K – Daily Log

APPENDIX L – Inspection report

CONFLICT OF INTERESTS POLICY

SOCIAL MEDIA POLICY