

**NIPISIKOPAHK EDUCATION
AUTHORITY
PERSONNEL POLICY**

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POLICY STATEMENT

The Nipisihkopahk Education Authority Personnel Policy is meant to be consistent with the practices, values, beliefs, and traditions of the Plains Cree culture. All Employees who are assigned roles within the organization must adhere to this policy.

Common sense, good judgement, and discretion shall prevail in the application of this Policy.

This policy supersedes any prior policies or manuals but does not supersede the terms of an employment agreement entered into by the employee and Nipisihkopahk Education Authority. If there is a conflict, the terms of the employment agreement govern.

STAFFING POLICY

Nipisihkopahk Education Authority is a division of Samson Cree Nation and is located on Samson Cree Nation Treaty lands. Therefore, where applicants are equally suitable and have the required educational qualifications and experience, preference shall be given to the registered Samson Cree Nation member.

The following policies will be administered in respect to staffing:

1. The supervisor of each Nipisihkopahk Education Authority department will notify the Superintendent of Nipisihkopahk Education Authority of any staffing needs.
2. The Nipisihkopahk Education Authority shall promote and / or transfer from within the organization whenever possible provided the candidate has the most suitable qualifications. All promotions and / or transfers are recommended by the supervisor and authorized by the Superintendent of Nipisihkopahk Education Authority.
3. If a position cannot be filled by someone within the organization, the Superintendent of Nipisihkopahk Education Authority will advertise, clearly stating the required qualifications, salary, and entering into an employment agreement is a condition of employment.
4. Upon a successful interview, the Superintendent of Nipisihkopahk Education Authority will notify the applicant in writing and provide an employment agreement for their review and acceptance.

DRESS CODE FOR EMPLOYEES

All staff members of Nipisihkopahk Education Authority shall dress in a manner that is appropriate to their position. Attire shall be neat, clean and in good taste in order to present a professional image. Unacceptable attire may include but not limited to sweat suits, short skirts and shorts, tank tops, clothing with offensive logos and any revealing clothing.

CONFLICT OF INTEREST AND EXCLUSIVE SERVICE

All Nipisihkopahk Education Authority employees shall perform their duties in a manner free from conflict of interest to assure the proper performance of Nipisihkopahk Education Authority business as well as to earn and keep public confidence. No employee shall engage in or have financial interests in any activity that conflicts or raises a reasonable question of conflict with their duties and responsibilities, specifically the employee shall comply with the following:

1. As Nipisihkopahk Education Authority is an academic institution, it is imperative that during work hours, the employee's time is spent solely on their duties and not for the purpose of other endeavours. Other endeavours are all those aspects of an employee's activity outside those connected with official Nipisihkopahk Education Authority duties. These may include, but are not limited to:
 - a) entering into any other contract with the Nipisihkopahk Education Authority other than a contract of employment under which money of the Nipisihkopahk Education Authority is payable or may become payable, without the express written consent of the Director of Education.
 - b) having any ownership in any private corporation, other than a corporation whose shares are publicly traded, which has a contract with the Nipisihkopahk Education Authority under which money of the Nipisihkopahk Education Authority is payable or may become payable, unless prior written approval has been given by the Superintendent of Nipisihkopahk Education Authority.
 - c) using information gained through their positions as employees of the Nipisihkopahk Education Authority to gain financial benefit for themselves and/or others either directly or indirectly.

- d) being a party to a contract with the Nipisihkopahk Education Authority for the lease or purchase of real estate property or holdings without the prior written approval by the Superintendent of Nipisihkopahk Education Authority.
2. Nipisihkopahk Education Authority employees, in the course of their assigned duties, shall not accept payments, or other types of compensation made in order to influence or gain profit from an individual or company.
3. Any employees in receipt of a contract, prior to this policy coming into effect, with the Nipisihkopahk Education Authority under which money of the Nipisihkopahk Education Authority is payable shall immediately inform the Superintendent of Nipisihkopahk Education Authority.
4. Employees may take supplementary employment, outside of normal Nipisihkopahk Education Authority business hours, including self-employment, unless such employment:
 - a) is performed in such a way as to appear to be an official act or to represent an opinion of the Nipisihkopahk Education Authority .
 - b) interferes with, influences, or affects the performance of an employee's duties for the Nipisihkopahk Education Authority.
 - c) conflicts with Nipisihkopahk Education Authority business.
5. Nipisihkopahk Education Authority retains ownership of all print, non-print, courseware/software, intellectual property, products, or other instructional resource materials using Nipisihkopahk Education Authority's time or resources.
6. Nipisihkopahk Education Authority does not retain ownership of all print, non-print, courseware/software, intellectual property, products, or other instructional resource materials when not using Nipisihkopahk Education Authority's time or resources.

HOURS OF OPERATION

The Superintendent of Nipisihkopahk Education Authority sets the hours of operation for Nipisihkopahk Education Authority employees. Working hours may change when regular classes are not in session or upon declaration from The Superintendent of Nipisihkopahk Education Authority.

NIPISHKOPAHK EDUCATION AUTHORITY ADMINISTRATION BUILDING

Monday to Friday - 8:00 a.m. to 4:00 p.m.

Lunch - 12:00 noon to 1:00 p.m.

NIPISHKOPAHK EDUCATION AUTHORITY SCHOOLS

Monday to Friday - 8:15 a.m. to 4:00 p.m.

TRANSPORTATION

Monday to Friday - 7:00 a.m. to 5:00 p.m.

OPERATIONS AND MAINTENANCE

Monday to Friday - 8:00 a.m. to 4:00 p.m.

STAFF HOLIDAYS

The Superintendent of Nipisihkopahk Education Authority and the Nipisihkopahk Education Authority Board of Education retain the rights to determine and implement a school calendar for Nipisihkopahk Education Authority, as well as, to implement the holiday schedule for all employees. The days included in holiday periods are as follows:

1. Statutory Holidays
 - a) New Year's Day
 - b) Good Friday
 - c) Victoria Day
 - d) Canada Day
 - e) Labour Day
 - f) Thanksgiving Day
 - g) Remembrance Day
 - h) Christmas Day
 - i) Boxing Day
2. Other holidays observed by NEA
 - a) Family Day
 - b) National Aboriginal Day
 - c) Easter Monday
 - d) August Civic Holiday
3. Vacation
 - a) determined by the school calendar
 - b) determined by their immediate supervisors and The Superintendent of Nipisihkopahk Education Authority
4. All days declared as a holiday or closure by the Samson Cree Nation Chief and Council may not apply to employees of Nipisihkopahk Education Authority and this decision is determined by the Superintendent of Nipisihkopahk Education Authority.
5. The Superintendent of Nipisihkopahk Education Authority retains the right to assemble Nipisihkopahk Education Authority employees during scheduled vacation periods for the benefit of the school system.

SMOKING

Nipisihkopahk Education Authority recognizes the right to extend a clean, non-smoking environment to all staff members, students, and visitors. As a result, it is the decision of the Superintendent of Nipisihkopahk Education Authority that smoking is prohibited in all buildings and sites, including school grounds, operated by the Nipisihkopahk Education Authority.

This policy shall be adhered to for all employees of the Nipisihkopahk Education Authority including the department office, as well as, all school buildings and maintenance sites under the jurisdiction of the Nipisihkopahk school system. The Superintendent of Nipisihkopahk Education Authority may designate specific smoking areas and assign supervisors to monitor and maintain these areas.

It is only in the performance of the Plains Cree custom, tradition and/or ceremony that the use of tobacco is permitted on non-designated areas of the Nipisihkopahk Education Authority.

REMUNERATION

1. WAGES

In determining the wage for a Certified Teacher, the following will be reviewed and considered:

- a) valid Alberta teaching certificate;
- b) current Teacher Qualifications Service evaluation;
- c) Nipisihkopahk Education Authority budget; and
- d) current Nipisihkopahk Education Authority salary grid.

In determining a wage for all other Nipisihkopahk Education Authority employees, the following will be reviewed and considered:

- a) qualifications;
- b) experience;
- c) budget; and
- d) current salary grid for the employees job description.

2. BENEFITS

Nipisihkopahk Education Authority makes mandatory to all eligible employees a registered retirement savings plan and basic benefit package as administrated by the

designated benefit carrier. Eligibility and terms of the plans are determined by the Benefit Carrier.

3. PAYROLL DEDUCTIONS

All payroll deductions requested by Nipisihkopahk Education Authority employees must be forwarded in writing to the appropriate supervisor for prior written approval. The employee must sign and date the payroll deduction application form prior to receiving payroll deduction.

School based funds are solely for the use of school programs, not for personal use, and are under the direction of the school principal.

4. OVERTIME

Management Employees

Management Employees, Coordinators, Supervisors, Certified Teachers and Certified Instructors shall not be entitled to any Overtime.

Other Employees

- a) All Employees must receive written pre-authorization by having their supervisor sign the Overtime form **prior** to working any Overtime.
- b) All Overtime hours shall be paid out at a rate of one and one half times of the Employee's hourly rate.
- c) If the Employee does not comply with this procedure, the Employee will not receive any Overtime pay.

The Employee will be paid the Overtime in the next pay period.

QUALIFICATION FOR POSITIONS OF EMPLOYMENT

Nipisihkopahk Education Authority retains the right to establish the qualifications and hiring procedures for all positions in regards to staffing.

These qualifications shall be maintained and endorsed upon the offering of employment to all applicants. The following list may include, but not limited to, the qualifications for employment within the Nipisihkopahk Education Authority:

1. Teachers must be certified by the Province of Alberta with either a valid permanent professional status or interim certification.
2. Certified Teachers must have a copy of the Teacher Qualification Service evaluation or has applied to receive one prior to the commencement of employment.
3. Certified Teachers must affiliate themselves with the Alberta Teacher's Association and are required to:
 - a) hold an Alberta Teacher's Association Associate membership; and
 - b) be responsible for the Alberta Teacher's Association associate membership fee annually.
4. Nipisihkopahk Education Authority employees must have a copy of the Criminal Records Clearance document or has applied to receive one prior to the commencement of employment.

5. Nipisihkopahk Education Authority employees must have a copy of the Child Welfare Information Systems document or has applied to receive one prior to the commencement of employment.
6. Nipisihkopahk Education Authority employees must notify their supervisor of any circumstances that could affect their Criminal Records Clearance or Child Welfare Information Systems document.

SUPERVISION AND EVALUATION OF STAFF

The Nipisihkopahk Education Authority believes that all staff have a professional responsibility to be involved in a continuous form of supervision and evaluation designed to foster growth and effectiveness to enhance student learning.

1. SUPERVISION AND EVALUATION OF SUPPORT STAFF

- a) The Immediate Supervisor/Principal has the prime responsibility for the evaluation of Support Staff Employees to their school. Some of the duties associated with the process may be assigned to other members of the leadership team as deemed appropriate by the Immediate Supervisor/Principal;
- b) the Support Staff's Immediate Supervisor/Principal has the responsibility to review, with the Support Staff Employee, their duties, responsibilities, and performance standards in accordance with their job description;
- c) the Immediate Supervisor/Principal will meet with the Support Staff Employee to determine if he/she has met their duties, responsibilities, and performance standards. These standards may include, but are not limited to:
 - i. attendance and punctuality;
 - ii. comprehension of job requirements;
 - iii. planning and organization;
 - iv. accuracy and quality of work;
 - v. initiative and creativity; and
 - vi. inter and intra personal skills;

- d) upon completion of the evaluation, which will be conducted using the Power Administrator software program, the Evaluator, as delegated by the Immediate Supervisor/Principal, must provide the employee with a copy of the evaluation report. The employee has the opportunity to respond, using the Power Administrator software program, on an ongoing basis to the outcomes of the evaluation. The Support Staff Employee must then sign the report and return it to their Immediate Supervisor/Principal;
- e) where, as a result of the evaluation, the Immediate Supervisor/Principal determines that a change in the behaviour or practice of a Support Staff member is required, the Immediate Supervisor/Principal must provide to the Support Staff Employee a Notice of Remediation which may include recommendations for improvement.
- f) a copy of all evaluation reports, as produced by the Power Administrator software program, will be placed in the Support Staff Employee's personnel file.

2. SUPERVISION OF TEACHERS

- a) The supervision of Teachers shall be an ongoing non-judgmental process carried out by the Immediate Supervisor/Principal, with the assistance of, but not limited to, the Vice Principal, Literacy Coach, Numeracy Coach, Student Services, Instructional Services, in order to:
 - i. recognize the Teacher's success and achievement in meeting the Teaching Quality Standard;
 - ii. provide support and guidance to Teachers to foster the improvement of instruction and professional growth and learning;
 - iii. observe and receive information about the quality of teaching and instructional practice provided to students;
 - iv. identify the behaviours and practices of a Teacher that for any reason may require evaluation.

3. EVALUATION OF TEACHERS

- a) The evaluation of a Teacher by the Immediate Supervisor/Principal shall be conducted:

- i. upon the written request of the Teacher;
 - ii. for the purpose of gathering information related to a specific employment decision;
 - iii. for the purpose of assessing the growth of the Teacher in specific areas of practice; and
 - iv. when, on basis of information received through supervision, the Immediate Supervisor/Principal has reason to believe that the professional practice may not meet the Teaching Quality Standard or otherwise be considered inappropriate or unacceptable;
- b) a recommendation by the Immediate Supervisor/Principal to the Superintendent that a Teacher receive a Permanent Teaching Certificate from Alberta Education will be made based on:
- i. the findings of two or more classroom teaching evaluations conducted by the Immediate Supervisor/Principal;
 - ii. two consecutive years of successful teaching with Nipisihkopahk Education Authority; and
 - iii. the Superintendent's review of recommendation; including, but not limited to:
 - 1. classroom observations;
 - 2. review of all previous evaluation reports; and
 - 3. the recommendation of the Immediate Supervisor/Principal;
- c) on initiating an evaluation, as a transition from supervision, the Immediate Supervisor/Principal shall meet and communicate explicitly in writing to the Teacher:
- i. the reasons and purposes of the evaluation;
 - ii. the process, criteria, and standards to be used;

- iii. the timelines to be applied; and
 - iv. the possible outcomes of the evaluation;
- d) upon completion of the evaluation, the Immediate Supervisor shall:
- i. complete a written report using the Power Administrator software program;
 - ii. provide the Teacher with a copy of the completed evaluation report;
 - iii. provide the Superintendent with a copy of the completed report which shall be retained in the Teacher's personnel file; and
 - iv. keep a copy of the completed report in the Immediate Supervisor/Principal's office;
- e) where, as a result of the evaluation, the Immediate Supervisor/Principal determines that a change in the behaviour or practice of the Teacher is required, the Immediate Supervisor/Principal must provide to the Teacher a Notice of Remediation;
- f) a Notice of Remediation issued by the Immediate Supervisor/Principal shall be a written statement to the Teacher where the Immediate Supervisor/Principal has determined that a Teacher's teaching or instructional practice does not meet the Teaching Quality Standard or is otherwise inappropriate or unacceptable. Such a statement shall describe:
- i. the behaviours and practices that do not meet the Teaching Quality Standard, and the changes that are required;
 - ii. the remediation strategies the Teacher is required to pursue; and
 - iii. how the determination will be made that the required changes in behaviour or practice have taken place, applicable timelines, and the consequences of not achieving the required changes including, but not limited to, termination of a Teacher's contract of employment.

- g) the Teacher has the right to request a second evaluation, upon written request to the Superintendent. The Superintendent, however, reserves the right to deny the request for a second evaluation depending on the Teacher's rationale for the second evaluation;
- h) a copy of all evaluation reports, as produced by the Power Administrator software program, will be placed in the Teacher's personnel file.

4. SUPERVISION AND EVALUATION OF PRINCIPALS AND VICE PRINCIPALS

- a) Evaluations of Principals and Vice Principals are to be conducted by the Superintendent, using the Power Administrator software program; however, the Superintendent may delegate these evaluations to a designate that he/she deems appropriate;
- b) the performance of Principals shall be evaluated by the Superintendent or designate as follows:
 - i. during the Principal's first and probationary year as Principal in a school of Nipisihkopahk Education Authority;
 - ii. when the Principal is in an acting position for not less than six (6) consecutive months;
 - iii. when the Principal is being recommended for a Permanent Teaching Certificate with Alberta Education;
 - iv. at an interval determined at the discretion of the Superintendent or designate;
- c) the performance of Vice Principals shall be evaluated by the Principal according to the following schedule:
 - i. during the Vice Principal's first and probationary year as Vice Principal in a school of Nipisihkopahk Education Authority;
 - ii. when the Vice Principal is in an acting position for not less than six (6) consecutive months;
 - iii. when the Vice Principal is being recommended for a Permanent Teaching Certificate with Alberta Education;

- iv. at an interval determined at the discretion of the Superintendent or designate;

- d) Principals and Vice Principals may request that evaluations be conducted for themselves in addition to the reasons and/ or schedules outlined above;

- e) a copy of all evaluation reports, as produced by the Power Administrator software program, will be placed in the Principal's or Vice Principal's personnel file.

EVALUATION SCHEDULES

Each Nipisihkopahk Education Authority employee will be evaluated or reviewed by their immediate supervisor on a required basis. In addition, the employee's performance will be subject to evaluation or review based on the following table:

ALL EMPLOYEES – except Certified Teachers

<u>Service</u>	<u>Review Schedule</u>
First year NEA employee	- An initial performance appraisal review must be completed after three months of employment. A second performance appraisal review must be completed before the end of the current school year.
Continuing NEA employee	- A performance appraisal review must be completed annually or at the discretion of the supervisor or The Superintendent of Nipisihkopahk Education Authority.

All performance appraisal reviews must be presented to the employee being evaluated. The employee shall sign the evaluation report to acknowledge that it has been received.

The Superintendent of Nipisihkopahk Education Authority or the employee's supervisor may evaluate and/or observe the employee at any time.

Service	Evaluation Schedule
First year teachers with Nipisihkopahk Education Authority	- A minimum of two evaluations must be completed in the school year The first evaluation must be completed before the start of the scheduled Christmas break. The second evaluation must be completed before the start of the scheduled Easter break or otherwise stated above.
Second year teachers with Nipisihkopahk Education Authority	- A minimum of one evaluation must be completed before the start of the scheduled Easter break.
Continuing Teachers with Nipisihkopahk Education Authority	- A minimum of one evaluation must be completed before the expiration of their current employment agreement.
Principals and Vice Principals	- An evaluation may be completed at the request of the principal or vice principal or at the discretion of The Superintendent of Nipisihkopahk Education Authority.

All evaluations must be presented to the employee being evaluated. The teacher shall sign the evaluation report to acknowledge that it has been received.

PROFESSIONAL DEVELOPMENT

Nipisihkopahk Education Authority recognizes that continual professional staff development enhances the Nipisihkopahk Education Authority and, therefore, supports the professional development of all employees.

Professional development will be granted to the employee, with or without pay, if given prior written approval by their supervisor. All leave forms must be filled out, indicating the reason for a request of leave.

TRAVEL AND EXPENSES

1. All employees wishing to travel must first receive prior written approval and then complete and submit the appropriate travel and expense forms.
2. All Employees will only receive prior written approval if there are available monies budgeted. If there are not budgeted monies then an Employee will not be approved for travel or any reimbursement.
3. All Employees must receive prior written approval from their immediate supervisor and The Superintendent of Nipisihkopahk Education Authority prior to travel in Alberta and prior to any and all reimbursement.
4. All Employees must receive prior written approval prior to travel outside of Alberta and prior to any and all reimbursement from:
 - a) their supervisor; and
 - b) The Superintendent of Nipisihkopahk Education Authority and / or the Nipisihkopahk Education Authority Board of Education

STAFF LEAVES AND ABSENCES

Nipisihkopahk Education Authority recognizes the various needs of its Employees and has categorized employee absences in the following types of leave.

GENERAL POLICIES

- a) Staff are required to notify their supervisor when they are going to be late or absent. Staff who do not contact their supervisor will be dealt with pursuant to the disciplinary measures of this policy. Notification to supervisor should be before 8 a.m.
- b) Any non-contractual employee who fails to notify their supervisor and is absent for three (3) consecutive days, with no notification, will be considered to have terminated their employment.
- c) Employees shall be entitled to a maximum fifteen (15) leave credits, with pay, beginning on the first day of their designated calendar year. The maximum fifteen (15) leave credits will not be re-issued if the Employee is hired for a new or different position with the Nipisihkopahk Education Authority during their calendar year. For Employees who are hired after the beginning of their calendar year, leave credits will be pro-rated;
- d) Personal leave credits are not to be utilized as vacation leave credits. Any extended leave (longer than 3 days) during the school year MUST be pre-authorized by the Superintendent.
- e) any unused leave credits shall not be accumulated and shall not be paid out in cash or taken in lieu;
- f) it is the responsibility of the Employee to notify their Immediate Supervisor/Principal of absence, as well as the Employee's anticipated return to work date, in order to benefit from leave coverage;
- g) the Employer has the right to receive, with reasonable regularity and detail, information regarding an Employee as it relates to his/her ability to perform their work duties;

- h) an Employee, absence from employment for more than three (3) consecutive Working Days for illness or injury is required to produce a medical certificate. The medical certificate must come from a qualified medical practitioner certifying that the Employee was incapable of working due to illness or injury for a specific period of time and that the period of time coincides with the absence of the Employee from work;
- i) once an Employee has used up the maximum fifteen (15) leave credits please refer to your benefit plan.

SPECIFIC TYPES OF LEAVE

1. EDUCATION

- a) The prime consideration for all education leaves shall be for the future need and benefit of Nipisihkopahk Education Authority;
- b) Employees who have completed five or more years of service with Nipisihkopahk Education Authority may be granted education leave related to their current position, without pay, for the maximum of two years. Nipisihkopahk Education Authority will hold the Employee's position for the maximum of two (2) years.

2. MARRIAGE

Employees getting married shall be entitled to a maximum five (5) consecutive Work Days of leave with pay.

3. MATERNITY LEAVE

- a) Entitlement to Maternity Leave:

An Employee who has been employed by Nipisihkopahk Education Authority for at least six (6) consecutive months is entitled to maternity leave without pay;

For Employees who have not been employed for six (6) consecutive months and becomes pregnant, the employee must take an absence without pay for a minimum of six (6) weeks up to a maximum of six (6) months. If the Employee does not return to work, they must resign.

- b) Length of Maternity Leave:

The maternity leave to which a pregnant Employee is entitled is a period of not more than fifteen (15) weeks starting at any time during the twelve (12) weeks immediately before the estimated date of delivery;

An Employee on maternity leave must take a period of leave of at least six (6) weeks immediately following the date of delivery, unless the Employee and her Employer agree to shorten the period by the Employee's giving her Employer a medical certificate indicating that resumption of work will not endanger her health.

c) Notice of Maternity Leave:

A pregnant Employee must give her Employer at least six (6) weeks written notice of the date she will start her maternity leave, and if so requested by her Employer, the pregnant Employee must provide her Employer with a medical certificate certifying that she is pregnant and giving the estimated date of delivery.

A pregnant Employee is entitled to start maternity leave on the date specified in the written notice given to her employer.

d) No Notice of Maternity Leave:

An Employee who does not give her Employer prior notice of maternity leave before starting it is still entitled to maternity leave if, within two (2) weeks after she ceases to work, she provides her Employer with a medical certificate:

- i. Indicating that she is not able to work because of a medical condition arising from her pregnancy; and
- ii. Giving the estimated or actual date of delivery.

e) Notice of Employer to Start Maternity Leave:

If during the twelve (12) weeks immediately before the estimated date of delivery the pregnancy of an Employee interferes with the performance of her duties, an Employer may give the employee written notice requiring her to start maternity leave.

4. PARENTAL LEAVE

An employer must grant parental leave to an Employee as follows:

- a) In the case of an Employee entitled to maternity leave under this Part, a period not more than thirty-seven (37) consecutive weeks immediately following the last day of maternity leave;
- b) In the case of an adoptive parent who has been employed by the Employer for at least six (6) consecutive months, a period of not more than thirty-seven (37)

consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parents for the purpose of a legal adoption.

If Employees described under this section are parents of the same child, the parental leave granted under this section may:

- (i) be taken wholly by one of the Employees, or
- (ii) be shared by the Employees.

If Employees described under this section are parents of the same child and are employed in the same department, the Employer is not required to grant parental leave to more than one (1) Employee at a time.

c) Notice of Parental Leave:

An Employee must give the Employer at least six (6) weeks written notice of the date the Employee will start parental leave unless:

- i. the medical condition of the birth mother or child makes it impossible to comply with this requirement;
- ii. the date of the child's placement with the adoptive parent was not foreseeable.

If the Employee cannot comply with the written notice requirement for any of these reasons, the Employee must give the Employer written notice at the earliest possible time of the date the Employee will start or has started parental leave.

An Employee is entitled to start parental leave on the date specified in the written notice given to the Employer.

Written notice is deemed to be notice of parental leave unless the notice specifically provides that it is not notice of parental leave.

Employees who intend to share parental leave must advise their Immediate Supervisor/Principal and the Superintendent of their intention to share parental leave.

d) Rules Common to Maternity Leave and Parental Leave:

Termination of Employment Prohibited During Maternity and Parental Leave
No Employer may terminate the employment of, or temporarily lay off, an Employee who:

- i. has started her maternity leave; or
- ii. is entitled to or has started parental leave.

This section does not apply if an Employer suspends or discontinues in whole or in part the department or Entity of the Nation in which the Employee is employed.

e) Resumption of Employment:

An Employee must give the Employer at least four (4) weeks written notice of the date on which the Employee intends to resume work and in any event not later than four (4) weeks before the end of the leave period to which the employee is entitled or four (4) weeks before the date on which the Employee has specified as the end of the Employee's leave period, whichever is earlier.

An Employee is not entitled to resume working until the date specified in the written notice.

An Employee must resume work on the date specified in the written notice and if the Employee fails to return to work on that date, the Employee is not entitled to resume work subsequently unless the failure to return to work resulted from unforeseeable or unpreventable circumstances.

If an Employee fails to provide at least four (4) weeks notice before the end of the leave period to which the Employee is entitled, the Employee may not resume work unless the failure to provide the notice resulted from unforeseeable or unpreventable circumstances.

Where an Employee is entitled to resume work under this section, the Employer must:

- i. reinstate the Employee in the position occupied when maternity or paternal leave started; or
- ii. provide the Employee with alternative work of a comparable nature at not less than the earnings and other benefits that accrued to the Employee when the maternity or parental leave started.

An Employee who does not wish to resume employment after maternity or parental leave must give the Employer at least four (4) weeks written notice of intention to resign employment.

5. **COMPASSIONATE**

A leave may be granted with respect to critical illness of a Near Relative. Any request for a compassionate leave must be submitted to the Superintendent in writing. It is the

discretion of the Superintendent as to whether or not a compassionate leave will be granted, based on the nature and circumstances of the situation.

Near Relative means:

- a) the spouse of the Employee including common-law spouse;
- b) the father and mother of the Employee, including step parents, foster parents;
- c) the children of the Employee, including stepchildren;
- d) the brothers and sisters of the Employee, including half and stepbrothers and sisters, brother in law and sister in law;
- e) the father-in-law and mother-in-law of the Employee, including common-law parents;
- f) any relative of the Employee who resides permanently in the Employee's household;
- g) the grandmother and grandfather of the Employee;
- h) the grandchildren of the Employee; and
- i) legal adoptees;

6. **BEREAVEMENT**

Employees are entitled to and shall be granted bereavement leave, in the event of a death of a family member, extended family member or relative. Should a family member, extended family member or relative perish at the same time, the bereavement leave shall be taken at the same time.

Employees are entitled to five (5) Work Days for bereavement leave with pay at regular rate of wages for standard working hours, in the event of a Near Family member.

Near Family member means:

- a) the spouse of the Employee including common-law spouse;
- b) the father and mother of the Employee, including step parents, foster parents;
- c) the children of the Employee, including stepchildren;

- d) the brothers and sisters of the Employee, including half and stepbrothers and sisters, brother in law and sister in law;
- e) the father-in-law and mother-in-law of the Employee, including common-law parents;
- f) any relative of the Employee who resides permanently in the Employee's household;
- g) the grandmother and grandfather of the Employee;
- h) the grandchildren of the Employee; and
- i) legal adoptees.

Employees are entitled only to leave to attend the duration of a funeral service within the boundaries of the Four Nations, in the event of a death of a relative. For the purpose of this section, "relative" means any member of the Four Nations.

7. CULTURAL / SPIRITUAL

- a) An Employee may be granted a maximum leave of four (4) Working Days during the fiscal year with pay to participate in ceremonies or spiritual retreats;
- b) if an Employee is attending but not participating in ceremonies, it would be recognized as leave without pay.

8. COURT APPEARANCES

- a) Court leave shall be granted with pay for the purpose of serving on a jury or nation business;
- b) for personal court appearances, documentation must be provided, prior to the court date, to the Immediate Supervisor/Principal and shall not qualify for wages for a standard Work Day.

9. WRITING EXAMINATIONS

Leave may be granted with pay to write an examination which is written for the purpose of increasing academic or professional qualifications as related to your current position at Nipisihkopahk Education Authority.

10. **CONVOCACTION**

One (1) day leave with pay may be granted to attend the convocation of the individual or of an immediate family member.

11. **PROFESSIONAL DEVELOPMENT**

Professional development leave shall mean any leave of absence granted to a Nipisihkopahk Education Authority Employee for professional development through study, inservice education, educational conferences or sabbatical leave. Upon receipt of the approval of an Employee's Immediate Supervisor/Principal and providing adequate arrangements can be made to meet the responsibilities of their positions, Employees may be permitted leave to participate in the activities of professional associations. The participation of these professional activities must be for the purpose of increasing academic or professional qualifications as related to your current position at Nipisihkopahk Education Authority.

11. **VACATION ENTITLEMENT** – not applicable to school staff

An Employee only becomes entitled to paid annual vacation after one year of continuous employment and subsequent years of continuous employment with the Nipisihkopahk Education Authority as outlined in the following table:

<u>Years of Service</u>	<u>Entitlement</u>
After One Year of continuous employment but less than Three Years	Two Weeks (Ten Working Days)
Three to Five Years	Three Weeks (Fifteen Working Days)
Over Five Years	Four Weeks (Twenty Working Days)

An Employee cannot carry over vacation entitlement unless pre-authorized in writing by the Superintendent. All vacation entitlement must be utilized prior to the anniversary date of the Employee's employment contract or, if the Employee is not on an employment contract, prior to the Nipisihkopahk Education Authority's fiscal year end. (March 31 of any given year).

If an Employee resigns or is terminated, the Employee is entitled to a pro-rated four percent (4%) of their annual salary from beginning of fiscal year or anniversary of employment agreement to date of termination if the Employee has worked less than six (6) years. Salary does not include bonus or other gratuities or expenses.

If an Employee resigns or is terminated, the Employee is entitled to a pro-rated six percent (6%) of their annual salary from beginning of fiscal year or anniversary of employment agreement to date of termination if the Employee has worked more than six (6) years. Salary does not include bonus or other gratuities or expenses.

Vacation schedules must be established, posted and adhered to by all Employees. Vacation schedules will be mutually agreed upon between the Employee and Immediate Supervisor/Principal provided that operational requirements of normal business remain uninterrupted. Therefore, in some departments of Nipisihkopahk Education Authority, only one Employee in each responsibility area may take vacation time to ensure continuous operational requirements, which will be dictated by the Employer.

Any amendment to Employee vacation schedule must be pre-approved by the immediate supervisor and thereafter a new vacation schedule will be established, posted and adhered to by all Employees.

If the Employee's department does not have a vacation schedule, then a request for vacation shall be submitted to the Employee's immediate supervisor ten (10) working days in advance of the date the proposed vacation will commence. Approval is required prior to the Employee taking any vacation.

Employees must take their vacation at a rate of a minimum of one (1) full Work Day. Vacation leave will be calculated and determined by the number of years of service pursuant to the table set out above.

Nipisihkopahk Education Authority shall maintain all vacation leave records and forward all Employee vacation leave records to Finance.

No vacation leave can be taken during an Employee's Probationary Period.

Employees are entitled to regular pay for the holidays set out in the section titled Staff Holidays. When a holiday occurs during a vacation granted to an Employee, the vacation may be extended by one (1) day for such holiday and that holiday shall be with pay. When a general holiday falls on a non-working day for an Employee, the Employee is entitled to a holiday with pay.

An Employee who is called back and required to work on a day which the Employee is entitled to a holiday with pay shall be paid, in addition to his or her regular rate of wages for that day, at a rate of equal to one and one-half times his or her regular rate of wages for the time that the Employee worked on that day.

TEMPORARY LAY-OFF

The Employer may temporarily lay-off any Employee as a result of budget restrains as follows:

- a) For more than two (2) weeks and up to a maximum time period of six (6) months;
- b) Provide the Employee with a letter at or before the time of the lay-off that he or she will be recalled to work on a fixed date or within a fixed period, neither of which shall be more than six (6) months from the date of the lay-off;
- c) The Employer continues to make payments for the benefit of the Employee to the Nipisihkopahk Education Authority Pension Plan and the Nipisihkopahk Education Authority Group Benefit Plan; and
- d) If the Employee is not recalled to work as set out in section above, the Employee will be provided pay in lieu of notice (severance pay) pursuant to the Termination without Just Cause section of this Personnel Policy.

PROGRESSIVE DISCIPLINE / TERMINATION OF EMPLOYMENT

Progressive Discipline

Where appropriate, Nipisihkopahk Education Authority is committed to progressive discipline. That is, in certain circumstances, but not all, it will be appropriate to provide employees with warnings and only move to more serious forms of discipline if and when the inappropriate or unacceptable behaviour is not corrected. In these circumstances, Nipisihkopahk Education Authority, through its supervisors, will seek to work with its employees in order to correct inappropriate or unacceptable behaviour for the benefit of all.

Through progressive discipline, if behaviour continues uncorrected, disciplinary action becomes progressively more serious. Each successive step serves as a warning with increased disciplinary consequences.

Certain situations will allow the Superintendent the ability to summarily terminate the employment of an Employee for just cause, without necessarily following the disciplinary procedures as follows. This determination is at the discretion of the Superintendent and based on the severity of the inappropriate or unacceptable behaviour of the Employee and in accordance with any employment contract(s) that may apply.

Depending on the nature of employment, the Employee will be dealt with according to the appropriate disciplinary procedures as follows:

1. DISCIPLINARY PROCEDURE FOR SUPPORT STAFF

In the event of inappropriate or unacceptable behaviour, on the part of a Support Staff Employee, the Immediate Supervisor/Principal shall:

- a) meet with and give the Employee a verbal warning. This verbal warning will be documented by the Immediate Supervisor/Principal, and a copy will be given to both the Employee and placed in the Employee's personnel file;
- b) if the Employee has failed to adhere to the verbal warning, the Employee shall be issued a written warning by the Immediate Supervisor/Principal, and a copy will be given to both the Employee and placed in the Employee's personnel file;

- c) if the Employee's conduct does not amount to just cause, further misconduct after the Employee has been provided with a verbal and written warning will therefore be suspended by the Immediate Supervisor/Principal;
- d) further misconduct after suspension will result in the Employee being referred to the Superintendent for termination. When this referral is made, all documentation from the personnel file will accompany the referral to the Superintendent.

2. DISCIPLINARY PROCEDURE FOR TEACHERS

In the event of inappropriate or unacceptable practice or behaviour, on the part of a Teacher, and relating to the Teaching Quality Standard, as outlined in the teaching contract with Nipisihkopahk Education Authority, the Immediate Supervisor/Principal shall:

- a) ensure that the Principal provided guidance, support, and written feedback on concerns raised during regular supervision and observation;
- b) meet with the Teachers to discuss the concern or evidence that the teaching may not meet the Teaching Quality Standard. This meeting may result in:
 - i. the Teacher continuing under the supervision process or,
 - ii. a written Notice of Evaluation being given to the Teacher;
- c) move the supervision process to evaluation and will then use the Power Administrator program;
- d) at the conclusion of the evaluation process, using Power Administrator, print an evaluation report;
- e) recommend, using the evaluation report:
 - i. the Teacher, having met the expectations of the Teaching Quality Standard, continues in the supervision process;
 - ii. the evaluation timeline is extended with specific actions outlined;
 - iii. the Teacher is issued a Notice of Remediation;
- f) refer, in accordance with the Notice of Remediation, to the Superintendent;

In the event that a Teacher has been referred to the Superintendent, after the aforementioned procedures have been followed, the Superintendent shall:

- a) return the Teacher/Instructor to the supervision process, under the direction of the Immediate Supervisor/Principal;

- b) issue an extension of evaluation, in accordance with the evaluation plan, using Power Administrator;
- c) issue a change of assignment;
- d) move to termination of employment with just cause.
- e)

3. DISCIPLINARY PROCEDURE FOR PRINCIPALS

In the event of inappropriate or unacceptable practice or behaviour, on the part of a Principal, and relating to the Principal Quality Practice Guideline, as outlined in the teaching contract with Nipisihkopahk Education Authority, the Superintendent shall:

- a) ensure that the Superintendent provided guidance, support, and written feedback on concerns raised during regular supervision and observation;
- b) meet with the Principal to discuss the concern or evidence that his/her practice may not meet the Principal Quality Practice Guideline. This meeting may result in:
 - i. the Principal continuing under the supervision process or,
 - ii. a written Notice of Evaluation being given to the Principal;
- c) move the supervision process to evaluation and will then use the Power Administrator program;
- d) at the conclusion of the evaluation process, using Power Administrator, print an evaluation report;
- e) recommend, using the evaluation report:
 - i. the Principal, having met the expectations of the Principal Quality Practice Guideline, continues in the supervision process;
 - ii. the evaluation timeline is extended with specific actions outlined;
 - iii. the Principal is issued a Notice of Remediation;

In the event that a Principal has reached the point of receiving a Notice of Remediation, the Superintendent shall:

- a) return the Principal to the supervision process, under the direction of the Superintendent;

- b) issue an extension of evaluation, in accordance with the evaluation plan, using Power Administrator;
- c) issue a change of assignment; including, but not limited to, the removal of administrative appointment;
- d) move to termination of employment with just cause.

TERMINATION OF EMPLOYMENT

RESIGNATION

Where an employee has been employed less than three months, no notice required.

Where an employee has been employed more than three months but less than two years, the employee must provide one week written notice.

Where an employee has been employed more than two years, the employee must provide two weeks written notice.

RETIREMENT

Employees wishing to retire must give their immediate supervisor at least two (2) weeks prior written notice of their retirement. **Employees who retire will not be provided with any severance pay.**

If an Employee retires, all benefits will cease immediately on the date of retirement.

There is no mandatory retirement age, however, if the Employee is older than sixty-five (65) and cannot meet the bona fide occupational requirements of the position, they must retire.

TERMINATION WITH CAUSE

If an employee is terminated for just cause, no notice or pay in lieu of notice (severance pay) will be given. The Employee shall therefore be immediately terminated by either their supervisor and/or the Superintendent of Nipisihkopahk Education Authority. The Employee will be provided within five working days any outstanding pay to date, all outstanding pro-rated vacation pay, a Record of Employment, and information regarding the Employee's pension. The following misconducts amount to just cause:

- a) insubordination or insolence;
- b) convicted of any arrestable offence under the *Criminal Code*, other than an offence under the *Highway Traffic Act* for which a fine or non-custodial penalty is imposed;
- c) guilty of any default or misconduct in connection with or affecting the business of Nipisihkopahk Education Authority;
- d) serious or three (3) repeated breaches of non-observance by the Employee of this Employment Policy;
- e) fraud;
- f) serious dishonesty;

- g) falsification of Nipisihkopahk Education Authority records and employment records;
- h) theft;
- i) willful destruction of Nipisihkopahk Education Authority property;
- j) misappropriation of Nipisihkopahk Education Authority funds;
- k) chronic absenteeism or lateness;
- l) offensive conduct, behavior or using offensive language towards the Nation's Chief and Council, the Superintendent of Nipisihkopahk Education Authority Nipisihkopahk Education Authority Board of Directors, staff, parent and/or students;
- m) any incidents documented in one (1) fiscal year of an Employee not punching in and out their own time card;
- n) sexual harassment;
- o) using, buying or selling drugs or alcohol while at work or reporting to work under the influence of drugs or alcohol;
- p) use of Nipisihkopahk Education Authority owned vehicles without a valid driver's license;
- q) falsifying expense accounts or personal leave credits or knowingly approving them;
- r) authorizing loans or payments in breach of rules, after warnings not to do so;
- s) taking unauthorized breaks in breach of rules and claiming or permitting unauthorized Overtime payments;
- t) falsely maintaining a disability claim even though capable of returning to work;
- u) allowing Employees being supervised to perform large amounts of personal work on the Nipisihkopahk Education Authority's time;
- v) taking, and/or giving, an unauthorized raise or advance on salary or bonus;
- w) an Employee trading in Nipisihkopahk Education Authority property for his or her own benefit;
- x) taking "kickbacks" or secret commissions;

- y) purposely misrepresenting information to Nipisihkopahk Education Authority Board of Directors;
- z) taking salary and payment for statutory holidays to which the Employee was not entitled, double-dipping expense account payments;
- aa) the submission of a false incident report;
- bb) the deposit of the Nipisihkopahk Education Authority's program and/or social funds into the Employee's personal bank account;
- cc) refusing to comply with the Nipisihkopahk Education Authority's accounting procedure;
- dd) misappropriating the Nipisihkopahk Education Authority's property;
- ee) taking an unauthorized loan from the Nipisihkopahk Education Authority's funds;
- ff) unauthorized incursion and approval of overdrafts including inaccurate reporting of their levels;
- gg) obtaining an Employee loan improperly;
- hh) purposely allowing a person in a Nipisihkopahk Education Authority operated building after hours, who stole merchandise, assisted in employment duties, or any unauthorized use of Nipisihkopahk Education Authority property and equipment.
- ii) improper financial dealings with vendors and suppliers;
- jj) a Nipisihkopahk Education Authority employee who advises another employee to make a payment not related to education;
- kk) pretending to take a specially authorized trip which was never taken;
- ll) fraudulently making a material alteration to one's own written contract of employment;
- mm) unlawfully attempting to obtain or obtaining an unauthorized salary increase;
- nn) forgery of a signature;
- oo) resume fraud or other misrepresentations of oneself;
- pp) refusal to answer the Employer's questions regarding a suspicious incident;
- qq) interfering with the Nipisihkopahk Education Authority's investigation by threatening other Employees in order to suppress information;

- rr) misrepresentation of the Nipisihkopahk Education Authority to solicit funds for personal gain; and
- ss) any other serious misconduct that amounts to just cause.

TERMINATION WITHOUT JUST CAUSE

In the event that Nipisihkopahk Education Authority wishes to terminate the employment of an Employee who is not on an employment contract and where just cause for the termination does not exist, Nipisihkopahk Education Authority **at its sole discretion** will provide the Employee with either:

- a) written notice of the termination (Working Notice);
- b) pay in lieu of notice (severance pay); or
- c) in the alternative, a blend of Working Notice and pay in lieu of notice (severance) as set out in the following table:

Years of Service	Reasonable Notice Period (Working Notice or Severance Pay or a Blend of Both)
Three Months but less than One Year	One Week
One Year but less than Two Years	Two Weeks
Two Years but less than Three Years	Three Weeks
Three Years but less than Four Years	Four Weeks
Four Years but less than Five Years	Five Weeks
Five Years but less than Six Years	Six Weeks
Six Years but less than Seven Years	Seven Weeks
Seven Years but less than Nine Years	Fifteen Weeks
Eight Years but less than Nine Years	Sixteen Weeks
Nine Years but less than Ten Years	Eighteen Weeks
Ten Years but less than Fifteen Years	Twenty-Six Weeks

Years of Service	Reasonable Notice Period (Working Notice or Severance Pay or a Blend of Both)
Fifteen Years and greater	Fifty-Two Weeks (maximum)

No Employee is entitled to work for Nipisihkopahk Education Authority for the period of time in which they receive Reasonable Notice (set out in table above).

TERMINATION PROCEDURE

Termination Without Just Cause - Severance Pay

If Nipisihkopahk Education Authority determines to pay the Employee in lieu of notice (severance pay) the Employee is entitled to the following:

- a) pay from the last pay cheque to the date of termination;
- b) pro-rated outstanding vacation pay;
- c) severance pay pursuant to the above table or as specified in the employment contract;
- d) record of employment;
- e) a letter of reference;
- f) information regarding Employee's pension; and
- g) all monies payable will be less any outstanding loans and/or pay-roll deductions.

Termination Without Just Cause – Working Notice

If Nipisihkopahk Education Authority determines to provide the Employee with Working Notice, the Employee is entitled to the following at the end of the Working Notice period:

- a) pro-rated outstanding vacation pay;
- b) record of employment;
- c) letter of reference;
- d) information regarding the Employee's pension;
- e) all monies payable will be; and
- f) an Employee is not entitled to apply for any loan or payroll deduction after they have been provided with working notice.

Termination for Just Cause

In the event that Nipisihkopahk Education Authority terminates an Employee for just cause, the Employee will be provided within five (50 working days the following:

- a) outstanding pay to date less any payroll deductions;;
- b) pro-rated outstanding vacation pay
- c) record of employment; and
- d) information regarding the Employee's pension.

There will be absolutely no Working Notice or pay in lieu of notice (severance pay) and all benefits will cease immediately if the Employee is terminated for just cause.

Employer's Property

All Employees leaving the employment of Nipisihkopahk Education Authority must turn in any property belonging to Nipisihkopahk Education Authority such as files, keys, manuals, calculators, computers, etc. In the event property is not turned in, the Superintendent of Nipisihkopahk Education Authority must make the necessary arrangements to ensure the Nipisihkopahk Education Authority's property is returned. Any matters that require further investigation must be forwarded to the Nipisihkopahk Education Authority Board of Directors.

All products and proprietary information are the sole property of Nipisihkopahk Education Authority and will remain with Nipisihkopahk Education Authority after the termination of the Employee.

HARASSMENT

Nipisihkopahk Education Authority shall not tolerate any harassment of its employees, members, vendors or suppliers. Harassment is defined as, but not limited to, harassment related to an employee's race, religious, cultural or spiritual beliefs, colour, gender, physical disability, mental disability, marital status, sex, age, sexual orientation, civil status, political convictions, language, ancestry, place of origin, family status or source of income. Any such harassment is a violation of this section and will be treated as a disciplinary matter. For these purposes the term "harassment," includes slurs and any other offensive remarks, jokes or other verbal or psychological harassment, graphic or physical conduct.

In addition to the above harassment, "sexual harassment" can also include the following examples of unacceptable behavior:

- a) unwanted sexual advances;
- b) offering an employment benefit (such as a raise or promotion or assistance with one's career) in exchange for sexual favors, or threatening an employment detriment (such as termination, demotion or disciplinary action) for an Employee's failure to engage in sexual activity;
- c) visual conduct, such as leering, making sexual gestures, displaying of sexually suggestive objects or pictures, including downloads from the internet, cartoons or posters;
- d) verbal sexual advances, propositions or requests;
- e) verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations;
- f) physical conduct, such as touching, grabbing, hugging, patting, brushing, kissing, assault, impeding or blocking movements.

Violation of this section will subject an Employee to disciplinary action, up to and including immediate termination.

Any Employee who has any questions regarding harassing behaviour and believes he or she is being harassed by another Employee should immediately notify their supervisor and/ the Superintendent of Nipisihkopahk Education Authority.

All complaints of harassment that are reported to their supervisor and/or the Superintendent of Nipisihkopahk Education Authority will be investigated as promptly as possible and corrective action will be taken where warranted. Nipisihkopahk education Authority prohibits Employees from hindering internal investigations and internal complaint procedure. All complaints of harassment that are reported to their supervisor and/or the Superintendent of Nipisihkopahk Education Authority will be treated with as much confidentiality as possible, consistent with the need to conduct an adequate investigation.

Harassment of Employees in connection with his or her work by Non-Nipisihkopahk Education Authority Employees may also be a violation of this section. Any Employee who experiences harassment by Non-Nipisihkopahk Education Authority Employee, or who observes harassment of an Employee by a Non-Nipisihkopahk Education Authority Employee, should report such harassment to their supervisor and/or the Superintendent of Nipisihkopahk Education Authority. Appropriate action will be taken against violation of this section by any Non-Nipisihkopahk Education Authority Employee up to and including a charge under the *Criminal Code*.

Harassment of Nipisihkopahk Education Authority students, volunteers, and visitors is also strictly prohibited. Any such harassment will subject an Employee to disciplinary action, up to and including immediate termination.

Notification of the problem is essential to Nipisihkopahk Education Authority. We cannot help resolve a harassment problem unless we know about it. Therefore, it is the Employee's responsibility to bring these problems to their supervisor and/or the Superintendent of Nipisihkopahk Education Authority's attention so that they can take whatever steps are necessary to correct the problem.

No Employee shall be penalized for reporting valid harassment. However, if it is determined through an investigation that a Nipisihkopahk Education Authority Employee falsely and/or maliciously made a harassment complaint, that Employee will be subject to disciplinary action, up to and including immediate termination.

STAFF COMPLAINTS AND GRIEVANCES

Employee - Complaint Procedure (Employee-Employer Dispute)

When an employee feels that he or she has been treated unjustly or unfairly in regard to any disciplinary procedure, termination decision or any other provision under this Employment Policy, the complaint procedure shall be the following:

- a) the Employee must file a written complaint, within five (5) working days of the incident, with their Immediate Supervisor/Principal to try and resolve the complaint. If the complaint cannot be resolved at that stage, then the Employee must meet with the HR Administrator, to try and reach a resolution;
- b) When a complaint is brought to the HR Administrator, the HR Administrator shall:
 - i. respond to the complaint in writing within five (5) working days, advising that the complaint will be processed one at a time and in the order it was received;
 - ii. review the complaint file;
 - iii. complete an appropriate investigation;
- c) Based on this investigation, the HR Administrator shall:
 - i. make a recommendation to the Superintendent regarding the validity of the complaint;

- ii. based on the nature of the complaint and the analysis of the HR Administrator's investigation, the HR Administrator may coordinate a circle to resolve the complaint;
 - iii. if needed, a recommendation may be made to the Superintendent to convene a Grievance Panel;
- d) the Superintendent of Nipisihkopahk Education Authority shall select a panel, consisting of at least one (1) Elder, one (1) Board Member, and one (1) external person outside NEA, within two (2) working days after the above process has been completed;
- e) the Grievance Panel shall meet within ten (10) working days of the selection, for the purpose of providing an unbiased decision based on the facts of the case, and shall:
 - i. be chaired by the HR Administrator, who shall not have a vote in the proceedings;
 - ii. review the Employee's written complaint and all documentation surrounding the complaint;
 - iii. separately meet and hear from the Employee and the Employee's Immediate Supervisor/Principal;
 - iv. make a decision that day. The decision of the Grievance Panel shall be final, binding, and placed in the Employee's personnel file;
 - v. the HR Administrator shall advise the Employee and the Immediate Supervisor/Principal of the Panel's decision;
 - vi. the HR Administrator will provide a written report to the Superintendent regarding the decision of the Grievance Panel, who shall then report back to the Board on the outcome.

Employee Complaint Procedure (Employee – Employee Dispute)

When an Employee has a conflict with another Employee, the complaint procedure shall be the following:

- a) the Employees shall make every effort to meet and try to resolve the conflict;
- b) if the conflict cannot be resolved through the above process then the complainant(s) will submit a written complaint to their Immediate Supervisor/Principal;
- c) the Immediate Supervisor/Principal shall:
 - i. ensure that the aforementioned processes have been attempted;
 - ii. meet with each Employee individually to discuss the conflict;
 - iii. if needed, meet with both Employees together;
 - iv. document the complaint procedure; and, as needed, the documentation will be placed in the Employee's personnel file;
 - v. if the matter cannot be resolved at this level, the file will be referred by the Immediate Supervisor/Principal to the HR Administrator;
- d) the HR Administrator shall:
 - i. meet with each Employee individually;
 - ii. if needed, meet with both Employees together;
 - iii. document the complaint procedure; and, if needed, the documentation will be placed in the Employee's personnel file;
 - iv. if the matter cannot be resolved at this level, that matter shall then be referred to a circle process;
- e) if the circle process cannot resolve the conflict, the complaint will then be referred by the HR Administrator to the Superintendent;

- f) the Superintendent shall, within two (2) working days after the above processes have been completed, select a panel consisting of at least one Elder and one Board Member.
- g) The Grievance Panel shall meet within ten (10) working days of the selection and shall:
 - i. review the Employee's written complaint and all documentation surrounding the complaint;
 - ii. separately meet and hear from the Employee and the Employee's Immediate Supervisor/Principal;
 - iii. make a decision that day. The decision of the Grievance Panel shall be final, binding, and placed in the Employee's personnel file;
 - iv. the HR Administrator shall advise the Employee and the Immediate Supervisor/Principal of the Panel's decision;
- h) the HR Administrator shall advise the Employee(s) and the Immediate Supervisor/Principal of the Grievance Panel's decision and a copy of the decision will be put into the Employee(s) personnel file;
- i) the HR Administrator will provide a written report to the Superintendent regarding the decision of the Grievance Panel, who shall then report back to the Board on the outcome.

The Circle Process

The purpose of the circle is to review disputes in hopes of a successful resolve for all parties affected by any misunderstanding within Nipisihkopahk Education Authority (NEA). NEA, and its Employees, honours the importance of Wahkohtowin and recognizes that relationships are key to a healthy, strong community. The Circle process is therefore a community directed process developed to reach consensus and to heal relationships through restorative measures. As such, it offers all employees the opportunity to participate in a fair, unbiased Circle process with a trained facilitator.

PROCEDURE

- a) A circle may be convened at the:
 - i. request of a staff member; or
 - ii. recommendation of the Immediate Supervisor/Principal; or
 - iii. as referred by the Nipisihkopahk Education Authority Board of Directors.

- b) The HR Administrator shall investigate the situation/issue by ensuring:
 - i. participants must be willing to participate in the Circle process;
 - ii. individuals are given the opportunity to state their understanding of the matter; and the
 - iii. HR Administrator will prepare a summary of the issue, which shall then be presented to the participants at the Circle.

- c) A Circle will then be convened by ensuring:
 - i. a date will be established where all participants can relay their understanding of the matter;
 - ii. all participants are notified, in writing, of the Circle process by the HR Administrator; and

- iii. that a safe, secure space is provided for participatory dialogue between all parties.
- d) The Circle will consist of:
- i. at least two Elders, as determined by the HR Administrator;
 - ii. a trained Circle Facilitator, as determined by the HR Administrator; and
 - iii. the HR Administrator.
- e) At the circle, the Circle Facilitator will provide an opportunity for:
- i. Elders to speak and provide a recommendation for a resolve;
 - ii. participants to be asked about their agreement of the resolution; and
 - iii. HR Administrator to prepare a written copy of the resolution.
- f) HR Administrator will provide follow up and call any subsequent circles as needed to ensure that a satisfactory outcome is maintained.
- g) The HR Administrator will report the final outcome to the Superintendent. In the event that inefficiency in policy arises as a result of the Circle process, the HR Administrator shall include this information in the report.
- h) All Circle resolutions will be in alignment with all other policy of Nipisihkopahk Education Authority.

EMPLOYMENT RECORDS

A personnel file shall be maintained by Nipisihkopahk Education Authority for each Employee.

Information on the personnel file is to be kept strictly confidential. Access to these files is restricted to the Superintendent of Nipisihkopahk Education Authority and supervisor. An Employee may review their own records provided they have given their supervisor prior written notice. The supervisor must reply to the Employee's written request within thirty (30) days. A designated staff member of Nipisihkopahk Education Authority shall be present upon review.

An Employee is not entitled to review their personnel information in their personnel file collected during an investigation into a breach of an agreement or a law.

Nipisihkopahk Education Authority may collect personal information of an Employee without the knowledge or consent of the Employee where the information relates to:

- a) the collection is clearly in the interests of the individual and consent cannot be obtained in a timely way;
- b) reasonable to expect that collection with knowledge or consent would compromise the availability or accuracy and the collection is reasonable for purposes related to investigation of a breach of an agreement;
- c) collection solely for journalistic, artistic or literary purposes; or
- d) information is publicly available.

Nipisihkopahk Education Authority may use personal information of an Employee without the knowledge or consent of the Employee where the information relates to:

- a) an investigation of a contravention of a law that has been, is being or about to be committed;
- b) acting in emergencies that threaten the life, health or security of an individual;
- c) statistical, or scholarly study or research where it is impractical to obtain consent; providing that confidentiality is maintained;
- d) the information is publicly available; or

- e) the collection is clearly in the interests of the individual and consent cannot be obtained in any timely way.

Nipisihkopahk Education Authority may disclose personnel information of an Employee without the knowledge or consent of the Employee where the information relates to:

- a) disclosure to legal counsel representing Nipisihkopahk Education Authority;
- b) disclosure for the purpose of collecting a debt with the sole exception of any protection provided by Section 89 of the *Indian Act*;
- c) disclosure in order to comply with a subpoena or warrant;
- d) disclosure in response to a request from government or a government institution pursuant to lawful authority for personal information in relation to matters such as national security, law enforcement, or the administration of any law of Canada or a province;
- e) disclosure at the initiative of Nipisihkopahk Education Authority to an investigative body, a government institution where Nipisihkopahk Education Authority believes the information relates to matters such as the breach of an agreement, a contravention of the law, or national security;
- f) disclosure in an emergency threatening the life, health, or security of an individual, providing that Nipisihkopahk Education Authority informs the individual that the information is about without delay and in writing;
- g) disclosure for statistical, or scholarly study or research where it is impracticable to obtain consent, providing that confidentiality is maintained and the Federal Privacy Commissioner is informed;
- h) disclosure to the archives;
- i) disclosure at the earlier of one hundred (100) years after the record containing the information was created or twenty years (20) after the death of the individual the information is about;
- j) disclosure of information that is publicly available;
- k) disclosure made by an investigative body where reasonable for purposes relating to investigating a breach of an agreement or a contravention of the laws of Canada or a province; or
- l) required by law.

It is the responsibility of the Employee to notify their immediate supervisor of any changes in personal information. It is also the responsibility of the Employee to notify their immediate

supervisor of additional information, which should be included on the file (such as the successful completion of an educational program or skill upgrade).

NIPISHKOPAHK EDUCATION AUTHORITY PROPERTY

Nipishkopahk Education Authority has full ownership and direction over the use, care, and maintenance of its supplies, materials, and products used in its schools, buildings, and properties, therefore, the following provisions shall apply:

1. Nipishkopahk Education Authority property including vehicles, equipment, and materials shall be used only in the performance of assigned duties and shall not be used for personal benefit or non-Nipishkopahk Education Authority use.
2. Nipishkopahk Education Authority and its immediate supervisors have the authority to develop procedures relevant to the use of Nipishkopahk Education Authority-owned property in their particular school or department dependent upon the nature of the assigned duties and the equipment or property used to perform same.
3. Nipishkopahk Education Authority and its immediate supervisors may authorize the use of supplies or equipment by Nipishkopahk Education Authority personnel if it is decided such use will assist employees in their assigned work. It may be required that some personnel regularly retain Nipishkopahk Education Authority-owned supplies or equipment in their possessions.
4. Nipishkopahk Education Authority or its immediate supervisors may release such equipment but are responsible for maintaining a written record of same indicating the time of release, the signature of the user, and the date on which the item is returned.
5. Employees are held responsible for exercising all reasonable care to prevent abuse to, excessive wear of, or loss of Nipishkopahk Education Authority owned equipment or material entrusted to their care.

6. Nipisihkopahk Education Authority or its immediate supervisors retains the right to recall or to extract costs of replacement of all Nipisihkopahk Education Authority-owned property or materials from an employee if it is deemed necessary, especially in the event of misuse or the termination of employment.

7. All Nipisihkopahk Education Authority departments shall complete an annual inventory of all Nipisihkopahk Education Authority owned vehicles, equipment, or materials within that department. A copy shall be placed with the department supervisor / manager and another copy with the Superintendent of Nipisihkopahk Education Authority

INTERNET / E-MAIL AND MEDIA

Nipisihkopahk Education Authority has computer access (including e-mail programs and Internet resources) in most work areas. This access is intended to help Employees do his or her work more quickly and more effectively. While you may or may not have direct access to these areas, it is important that you are aware of the guidelines for his or her usage. These guidelines are outlined below to ensure your understanding of Nipisihkopahk Education Authority's expectations as it relates to these resources and to help you use them wisely. These guidelines also pertain to all Nipisihkopahk Education Authority owned / leased cell phones, PDA's, laptops, web-cams, televisions, or any other devices applicable to this section.

An underlying concern for all users must always be security. A user can be held accountable for any breaches of security or confidentiality. **WHEN IN DOUBT PLEASE ASK YOUR SUPERVISOR!**

Each individual's actions have the potential to impact Nipisihkopahk Education Authority and as such, extreme caution must be used at all times. Therefore, to ensure the protection of our data and network, the following conditions will be implemented:

1. E-Mail and Internet access are viewed as business tools. These resources have been provided at a significant cost to Nipisihkopahk Education Authority and as such, it is expected that they will be used for business related purposes only.
2. The Superintendent of Nipisihkopahk Education Authority and supervisors reserve the right to inspect any and all files stored in private areas of Nipisihkopahk Education Authority's network in order to assure compliance. Further, the Superintendent of Nipisihkopahk Education Authority and supervisors will conduct random inspections of Employees' computers through security software.
3. User IDs and passwords help maintain individual accountability for E-Mail and Internet usage. All Employees will be assigned a password or ID by Nipisihkopahk Education Authority. An Employee must keep that password confidential. An Employee is prohibited from the sharing of user IDs or passwords with individuals not in the employ of Nipisihkopahk Education Authority. An Employee will not be provided with an e-mail address until it has been authorized by their supervisor.
4. The display of any kind of sexually explicit image or document on any of Nipisihkopahk Education Authority's systems is a violation. In addition, sexually explicit material may not be archived, stored, distributed, edited or recorded using Nipisihkopahk Education Authority's network or computing resources.

5. Nipisihkopahk Education Authority uses independently supplied software and data to identify inappropriate or sexually explicit Internet sites. We may block access from within our networks to all such sites that we know of. If you find yourself connected accidentally to a site that contains sexually explicit or offensive material, you must record the URL (web address), disconnect from that site regardless of whether that site had been previously deemed acceptable by any screening or rating program, then immediately advise your supervisor.
6. The display of any kind of image or document promoting race or other group hatred on any Nipisihkopahk Education Authority system is prohibited. In addition, such material may not be archived, stored, distributed, edited or recorded using its network.
7. Users shall not publish, post or distribute infringing, offensive, obscene, sexually explicit or unlawful material, jokes or information. In addition, users shall not use e-mail to threaten, harass, stalk, abuse or otherwise violate an individual's privacy rights.
8. The Nipisihkopahk Education Authority's Internet facilities and computing resources must not be used knowingly to violate the laws and regulations of Canada or any other nation, or the laws and regulation of any province, city, state or other local jurisdiction in any way. Use of any of Nipisihkopahk Education Authority's resources for any illegal activity is grounds for immediate termination.
9. The downloading of any software or files (other than e-mail messages and work-related materials) onto Nipisihkopahk Education Authority's network or the Employee's local hard drive is strictly prohibited. To the extent that downloading is permitted, the following rules apply:
 - a) Any such files or software may be used only in ways that are consistent with his or her licenses or copyrights.
 - b) Employees who wish to download software or install programs for direct business use, must contact their immediate supervisor to request the download or installation. This ensures that software is properly installed, registered and inventoried and used only under the terms of its license.
 - c) No Employee may use the Nipisihkopahk Education Authority's facilities knowingly to download, copy, distribute, and/or sell pirated software, data, photos, movies, games and/or music.
 - d) No Employee may use Nipisihkopahk Education Authority's E-mail or Internet facilities to deliberately propagate any virus or other program which may cause damage to internal or external systems.

Any software or files downloaded via the Internet onto Nipisihkopahk Education Authority's network becomes the property of Nipisihkopahk Education Authority. Any such files or software may be used only in ways that are consistent with his or her licenses or copyrights.

No Employee may download or implement any information from personal computer discs or software, unless approved by their immediate supervisor. In addition, Employees are expected to refrain from loading any programs, or program add-ins. This includes instant messaging, e-mail enhancers, audio programs and games of any type.

No Employee may knowingly disable or overload any computer system or network or circumvent any system intended to protect the privacy or security of another user or Nipisihkopahk Education Authority.

Each Employee using the Internet facilities of Nipisihkopahk Education Authority shall identify himself or herself honestly, accurately and completely (including the Employee's affiliation and function where requested) when participating in newsgroups, or when setting up accounts relating to Nipisihkopahk Education Authority on outside computer systems.

Only those Employees who are duly authorized by a quorum of Chief and Council and/or the Band Administrator and/or the Nipisihkopahk Education Board of directors, and/or the Superintendent of Nipisihkopahk Education Authority to speak to the media, to analysts or in public gatherings on behalf of Nipisihkopahk Education Authority may speak or write in the name of Nipisihkopahk Education Authority to any newsgroup. Other Employees may participate in newsgroups in the course of business when relevant to his or her duties, but they do so as individuals speaking only for themselves. Where an individual's participant is identified as an Employee of Nipisihkopahk Education Authority, the Employee must refrain from any unauthorized political advocacy and must refrain from the unauthorized endorsement or appearance of endorsement by Nipisihkopahk Education Authority of any commercial product or service not sold or serviced by Nipisihkopahk Education Authority.

Nipisihkopahk Education Authority retains the copyright to any material posted to any forum, newsgroup or World Wide Web page by any Employee in the course of his or her duties.

Employees are reminded that newsgroups are public forums where it is inappropriate to reveal confidential Nipisihkopahk Education Authority information, data, trade secrets, and any other material. Employees releasing protected information via a newsgroup -whether or not the release is inadvertent -will be subject to disciplinary measures up to and including termination.

Use of Nipisihkopahk Education Authority's Internet access facilities to commit infractions such as misuse of Nipisihkopahk Education Authority's assets or resources, sexual harassment, unauthorized public speaking and misappropriation of theft of intellectual property are also prohibited. The Employee will be subject to disciplinary measures up to and including termination.

Any kind of e-mail file attachments must be scanned for viruses prior to being opened. When receiving any e-mail with attachment, if the sender or the file is non-reputable or a non-secure source, do not open the file. Please seek direction from your supervisor if you are unclear about these instructions.

Users cannot use any other e-mail other than their Nipisihkopahk Education Authority e-mail account.

Internet use is limited to the operating hours 8:00 a.m. to 4:00 p.m. It will be blocked between the hours of 5:30 p.m. to 7:00 a.m. and on weekends, unless authorized by your supervisor and or the Superintendent of Nipisihkopahk Education Authority

Upon termination or resignation, the Employee will no longer have Internet access.

NIPISHKOPAHK EDUCATION AUTHORITY
PERSONNEL POLICY ACKNOWLEDGEMENT

I hereby acknowledge that I have received the Nipishkopahk Education Authority Personnel Policy. I further acknowledge that I am responsible for reading and understanding the policy.

I agree to comply with the Nipishkopahk Education Authority Personnel Policy and understand that non-compliance can result in disciplinary action up to and including termination of employment.

Employee Name

Employee Signature

**Nipishkopahk Education
Authority Representative
Signature**

Date

ACKNOWLEDGMENT

We would like to acknowledge the hard work and dedication that the following people have contributed to the development of this Personnel Policy:

Nipisihkopahk Education Authority

Personnel Policy Committee

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