SECTION 1: ADMINISTRATION

<u>1.1 Hiring</u>

Tikinagan will recruit, hire and promote a sufficient number of qualified employees to meet its human resource needs. Tikinagan will fill positions with the best available applicant in order to best serve First Nation families and children in the Agency's catchment area.

In order to work in the true spirit of the Tikinagan Mamow Obiki-ahwahsoowin Service Model, Tikinagan's hiring decisions will take into consideration its commitment to making staff and services available in the First Nation communities serviced by Tikinagan whenever possible.

Tikinagan will attempt to employ a majority of Indigenous people and preference will be given to the applicant who speaks a First Nation's language of the catchment area. Internal and external recruitment may occur simultaneously. Every effort will be made to decentralize frontline positions.

To create a new position, including a contract, acting or term position, will be filled with the authorization of the Associate/Executive Director/or designate.

The following designates have the authority to fill a vacant position:

Position

Associate/Executive Director Associate Executive Director

Manager Supervisor

Current Approved Positions

Contract, Acting or Term Position

Newly Created Positions

Authority to Fill

Board of Directors Executive Director

Director Manager

Director of Finance and Administration and/or designate

1.2 Interviewing, Hiring, Supervising or Promoting of Immediate Family Members

Tikinagan is committed to hiring qualified employees. No suitable person shall be refused employment with Tikinagan solely on the basis that they have an immediate family member in the employ of the Agency.

"Immediate family member" shall be defined to include a spouse, common-law spouse, parent or child of the employee or the employee's spouse or common-law spouse, sibling of the employee, or any relative who could be perceived to place an employee in a potential conflict of interest.

Where a Tikinagan's employee's immediate family member is applying for a position with the Agency or is a current employee of the Agency:

- the Tikinagan's employee shall not be involved in the screening, interviewing or hiring of an immediate family member;
- the Tikinagan's employee, shall not supervise, complete performance evaluations on, authorize payment to, transfer or promote an immediate family member:
- the Tikinagan's employee shall not work in the same department as the immediate family member without written authorization of a Director. A copy of the written authorization shall be filed in both employees' personnel files.

If a Tikinagan's employee is in any of the above-noted situations, the employee shall immediately advise their Supervisor of the potential conflict of interest which shall be dealt with in accordance with Policy 2.7 - Conflict of Interest. Should the employee fail to acknowledge a conflict of interest where one exists, all interviews will be re-conducted and the employee may face disciplinary measures.

1.3 Advertising/Recruitment

Tikinagan will, whenever possible and practical, advertise every vacant position.

Internal job postings are open to Tikinagan's employees including permanent, casual and term contract employees. Internal and external postings for the same position may be advertised simultaneously.

All current employees of Tikinagan competing for posted vacancies shall notify their immediate Supervisor of their application.

Tikinagan's hiring decisions will take into consideration its commitment to work in the true spirit of the Tikinagan Mamow Obiki-ahwahsoowin Service Model and make staff and services available in the First Nation communities serviced by Tikinagan whenever possible

Each job advertisement will include the following:

- 1. Position summary.
- 2. Summary of duties and/or qualifications.
- 3. Closing dates.
- 4. A statement requiring the applicant to provide a current Criminal Record Check and any other checks required.
- 5. A statement requiring the applicant to provide a valid driver's license (when it is a requirement of the position) and/or a driver's abstract, when requested.

All internal/external advertisements will be posted in prominent places within Tikinagan's offices, including, but not limited to community-based branch offices, Agency-operated group homes and internally through email.

1.4 Screening

Tikinagan will, whenever possible and practical, screen all applications in order to determine the qualifications, ability and suitability of the applicants for the position. Preference will be given to Indigenous applicants, particularly those with connections to the First Nations communities Tikinagan serves.

Whenever possible, all applications are screened by a Supervisor and/or Manager. Preference will be given to applications postmarked, faxed or delivered to the appropriate Tikinagan's office on or before the closing date. Selected applicants will be contacted to schedule an interview time. All applications will be kept current for six (6) months and reviewed as positions become available. Late applicants may be considered.

Any applicant will, prior to an interview, be required to execute a consent to the collection, use and disclosure of personal information.

1.5 Interviews

Tikinagan may interview some or all applicants for all positions deemed appropriate in the circumstances.

Hiring Committee

The Hiring Committee will include a minimum of two (2) people to a maximum of four (4) people, and may include the following individuals:

- one from the Human Resources Department and/or:
- two Supervisors for frontline and administration positions or two managers for Supervisor positions; and
- an indigenous individual where possible.

Where the position is a community-based position, or serving specific First Nation(s)

• A Band Council member (preferably the Tikinagan Portfolio holder).

An immediate family member or close social acquaintance of the applicant or anyone in direct conflict with Tikinagan cannot be a member of the Hiring Committee. If this unknowingly occurs, the member of the Hiring Committee will, before the interview begins, declare a conflict of interest and not take part in the interview process. Please refer to Policy 2.7 Conflict of Interest.

Interview Process

A standard set of questions will be asked to each applicant chosen to be interviewed specific to each position within the Agency. Each applicant will be asked the same questions. A Hiring Committee member greets and introduces the applicant and explains the interview procedure. The Human Resources Department will ensure each applicant provides the required information and completes and signs all of the required forms at the end of the interview.

All interviewed applicants:

- Will execute an Authorization to Contact References Form
- Will execute a Consent to Internal Database Search Form
- Will execute a Child Abuse Registry Declaration Form
- Will execute a Criminal Records Check Form
- May provide references upon request.

Tikinagan will not pay for any travel expenses for interviews unless prior approval has been given by the Director of Finance and Administration.

When deciding on the successful applicant the Hiring Committee may consider some or all of the following factors (not in any particular order):

- Experience
- Education
- Training/Technical Skills
- Employment history
- References
- Seniority (for internal applicants)
- Cultural knowledge land-based

activities, spiritual understanding, and the importance of elders.

- Strengths and weaknesses
- Other relevant factors (such as reliability, motivation, etc.)
- Language
- Personal suitability

- Commitment
- Experience living in a remote First Nation Community
- Interest in learning new skills

In addition to the factors listed above, where applicable, the Hiring Committee may consider the applicant's suitability for and commitment to Tikinagan's Mamow Obiki-ahwahsoowin Service Model and demonstrated commitment to improving the lives of families and the well-being of the communities Tikinagan serves.

At the end of the interview, each applicant will be given the opportunity to ask questions or request clarification about the job description and/or the Agency itself.

If proficiency in a First Nation's language (verbal or written) is a requirement of the position, certain question(s) during the interview will be in the native language.

The interview will conclude with each applicant being informed about the length of time he/she can expect to wait before being contacted regarding the outcome of the interview process. Each member of the Hiring Committee will complete, sign and date the Interview Summary Form and rank each applicant. These summaries will be kept on file for two (2) years.

The Committee's recommendation on the successful applicant will be made by consensus, failing which the Manager or Supervisor of the unit will have the deciding vote. Additional applicants may be ranked in order of preference in case the first does not accept the position.

The Committee's recommendation will be forwarded to the appropriate Director for final approval.

An employee of the Human Resources Department will notify the successful interviewee by telephone, followed by a written offer of employment which will be made by the Associate/Executive Director in accordance with Policy 1.8 (Offers of Employment). All interviewed unsuccessful applicants will be notified in writing.

Applications of unsuccessful applicants who may be considered for future employment will be kept on file for six (6) months.

Feedback may be provided, upon request, to any unsuccessful internal applicant. All requests must be forwarded to the HR Manager.

1.6 Criminal Record Check and Criminal Convictions

Tikinagan will ensure that every successful applicant applies for a current Criminal Record Check, which may need to include a Vulnerable Sector Check. Whenever possible, a photocopy of a Criminal Record Check or a copy of the request for a Criminal Record Check must be presented to Tikinagan prior to the commencement of employment or prior to providing contracted services and a copy will be kept on file.

If an employee provides a copy of a request for a Criminal Record Check, the employee must agree, as a condition of employment, to obtain and provide Tikinagan with a copy of the Criminal Records Check as soon as it is available to the employee. Upon receipt of the Criminal Record Check and/or Vulnerable Sector Screen, Tikinagan will reimburse the employee for associated costs.

Employment will be conditional for a period to be determined by the responsible Director pending receipt of an acceptable Criminal Record Check. If no Criminal Record Check is received within that period of time, the employee may be suspended without pay or terminated. If the Criminal Record Check received reveals one or more prior criminal convictions, the same shall be considered as set out below. During the conditional employment period the employee's duties may be restricted.

This Policy may also apply to any contractor, employee, and to employees of a contractor, where appropriate.

At any time during the course of employment or while providing services to or on behalf of Tikinagan an employee or contractor may be required to submit to a Criminal Record Check at their expense. Failure to provide consent may result in dismissal and/or termination of contract for cause.

Every employee and contractor is under an obligation to advise Tikinagan immediately of any criminal charges laid against them. Failure to do so may result in immediate dismissal. No employee or contractor may report to work after having been charged with a criminal offence. The employee/contractor must advise their immediate Supervisor and the Human Resources Department of the charges and the circumstances giving rise to the charges. The Human Resources Supervisor or designate will advise of their return to work after authorization has been received from a Director.

When a Criminal Record Check reveals one or more prior criminal convictions, in determining whether the Criminal Record is relevant to the decision to offer or continue employment or to use the person's volunteer services, Tikinagan will consider the particular circumstances of each case, including:

- the nature of the offence(s);
- the length of time since the conviction(s);
- mitigating circumstances, if any.

Under no circumstances will a person with any prior conviction for abuse or assault of a child be hired or allowed to continue in employment by Tikinagan.

Any decision to hire, use the services of, continue to employ or continue to use the services of a person with a Criminal Record for an offence other than one involving abuse or assault of a child can be approved in writing by a Director who shall document the reasons justifying the same in the employee's personnel file. Where a prior criminal conviction has been pardoned, it will not be considered by Tikinagan as a criminal conviction.

1.7 Child Abuse Registry Disclosure

Tikinagan will ensure that every potential employee and/or volunteer and/or contractor (as deemed necessary) (an "Applicant") completes a Child Abuse Registry Declaration Form and receives an acceptable clearance as a condition of any offer of employment, or being allowed to provide volunteer services. Tikinagan may also complete an internal data base check of an Applicant.

Additionally, if at any time during the course of employment an employee or volunteer contractor has reason to believe or is advised that their name has or will be added to the Child Abuse Registry, they shall immediately advise Tikinagan of the same, and the surrounding circumstances. Failure to advise Tikinagan immediately may result in dismissal.

Tikinagan will consider the particular circumstances of each case, including:

- the nature of the circumstances resulting in registration;
- · the length of time since the registration; and
- mitigating circumstances, if any.

Any decision to hire, use the services, continue to employ or continue to use the services of a person whose name appears in the Child Abuse Registry must be approved in writing by the Associate/Executive Director.

1.8 Offers of Employment

Tikinagan will ensure that offers of employment are made in accordance with the recruitment process for the Agency.

Prior to any offer of employment the Human Resources Department will ensure that the following occur:

- the applicant has been interviewed or appointed by a Director.
- the applicant must provide two (2) pieces of acceptable identification, one of which must include a photograph.
- where driving is a requirement of the job, provide a copy of a valid driver's license and proof of current automobile insurance. A driver's abstract may be requested at any time
- Reference checks may have been completed and recorded.

a current copy of their Criminal Record Check has been received by the Agency, and any criminal record has been considered in accordance with Policy 1.6 (Criminal Record Check and Criminal Convictions).

- the applicant submit to a pre-employment drug test where applicable.
- Professional and or educational registration and proof of credentials must be provided.

The HR Manager will then review all information pertaining to a potential offer of employment to an Applicant. If an offer is made, the HR Supervisor and/or HR Manager will determine the salary and placement on the salary grid if applicable.

The Human Resources Department may make a verbal offer of employment to the successful applicant advising the applicant that the offer is conditional upon the applicant agreeing to terms and conditions of employment to be provided to the applicant in writing, followed by a written offer of employment signed by the Associate/Executive Director or designate.

The offer of employment will include the proposed start date, job title, salary grid classification, annual salary, hours of work and probationary period. If the applicant may be required, in accordance with the Tikinagan Mamow Obiki-ahwahsoowin Service Model, to work out of or in a community other than the community in which the vacant position will initially be based, the offer of employment shall include a statement confirming that the applicant agrees that they may be transferred to a different community to meet Tikinagan's staffing needs and its commitment to providing service in the First Nation communities. A copy of the job description will be attached. A copy of the offer of employment and attachments will be placed in the employee's personnel file.

Every offer of employment is conditional upon the employee signing or providing the following within the first two (2) weeks of employment:

- Oath of Confidentiality
- TD1 Form (for income tax purposes)
- Direct Deposit Form (mandatory for payroll and travel purposes)
- Staff Equipment & Material Form
- Acknowledgement that the employee is aware that the Finance and Personal Policies and Procedures Manual is located on the Agency shared drive and staff portal
- Authorization of no open protection file
- Authorization to Deduct from Employee's Pay Form

- Criminal Record Check
- Copy of Original Social Insurance Card/Paper or Confirmation of SIN
- Copy of Status Card or Confirmation of Status Number
- Child Abuse Registry Disclosure Form
- Oral Fluid Sample
- Where driving is a requirement of the position, a copy of the new employee's driver's license and proof of current automobile insurance (min. \$2 mil. coverage) (refer to Section 4.2 – Travel Personal Vehicles)
- Database Form

All employees will be responsible for providing their own transportation to and from work.

1.9 Drug Testing

Given Tikinagan's mandate and the numerous health, safety and socially devastating problems arising from drug related activities experienced by the Communities served by the Agency, the Agency must ensure that the safety of children and the effective delivery of services is not compromised by drug use by employees. Tikinagan is committed to protecting the health and safety of all employees and recognizes the responsibility to ensure a safe and healthy working environment. The Agency must also ensure that its employees are role models of sobriety and abstinence from drugs and that its reputation is not tarnished nor its ability to carry out its mandate jeopardized by the conduct of employees while on or off duty.

Tikinagan's employees, contractors, volunteers and Board members shall be free from impairment from any substance, and shall not be under the influence of any impairing substance, at all times while performing work or services for the Agency. Policies 2.9, 2.10 and 2.11 also apply.

The use, abuse, possession, manufacture, distribution, or being under the influence of illegal drugs is strictly prohibited while on duty.

Drug tests may be conducted to ensure compliance with this Policy. Refusal to take a drug test when required in accordance with this Policy will be treated as disciplinary.

It is each employee's responsibility to determine whether prescribed medication may negatively affect their ability to fully and safely perform their employment duties. If so, the employee must report it immediately to their Supervisor.

Testing

Testing will occur in accordance with all applicable legal requirements and in the following circumstances:

Pre-employment/Pre-engagement Drug Screening -

An Applicant must provide a negative test result as a condition of being hired or engaged by Tikinagan.

Reasonable Suspicion -

Supervisors or other management staff who observe signs of impairment or receive information indicating that an individual is impaired, causing an unsafe condition due to suspected illegal drug or alcohol use or is otherwise in violation of this Policy shall interview the individual and otherwise attempt to determine the validity of the observations or information. The Supervisor shall keep detailed notes. If the Supervisor or other management staff has reasonable grounds to suspect impairment or that the individual is otherwise in violation of this Policy the individual will be required to submit to testing. Individuals referred for testing will be sent home with/without pay pending receipt of the test results

Return to Work -

Any employee, upon return/re-application from any absence for treatment for substance abuse rehabilitation, regardless of whether it was at the recommendation of Tikinagan or voluntary on the part of the individual, may be required to submit to periodic and random testing and close performance monitoring by Supervisors for a period of up to one (1) year and random testing thereafter.

After an Incident or Near-Miss ---where the safety of any employee or client of Tikinagan is

compromised or threatened, all employees who were involved and/or potentially responsible, whether through action or inaction, may be subject to testing as determined appropriate by Tikinagan.

Testing Procedures

A certified testing provider will be used.

Drug Testing Collection

- The collector will only proceed with the collection after first verifying the donor's identification. Valid photo ID must be used to confirm;
- Collection shall only be performed by a certified testing provider;
- Chain of Custody forms will be provided to ensure the integrity of each specimen by tracking its handling and storage from point of collection to final destination;
- All results shall be forwarded by the laboratory to the Agency's Medical Review Officer for interpretation and confirmation of positive test results, and then to the Human Resources Department of Tikinagan.

Positive Test Results

Applicants

All applicants with a positive drug test will be contacted by the Medical Review Officer (MRO) to discuss the positive result. After reviewing biomedical factors and documentation presented by the applicant (i.e. Prescriptions, etc.), and verifying the results as positive, the MRO shall report confirmed positive results to the Human Resources Manager. The MRO will immediately confirm a test as positive if the applicant declines the opportunity to discuss test results, or if the applicant is contacted by the MRO but fails to contact the MRO within seventy-two (72) hours of notification.

In the event of a confirmed positive test in a pre-employment drug test, the Human Resources Department shall notify the applicant that the offer of employment is being withdrawn.

Employees

In the event of a confirmed positive drug test, all relevant circumstances will be considered in determining whether discipline, up to and including termination, will be imposed. If the employee's employment is continued, the employee will remain on leave without pay (or may elect to use earned vacation or accumulated CTO) until the employee has fully participated in an evaluation by a licensed professional or substance abuse program. If the employee is found to have a substance abuse disability the employee must provide confirmation of that evaluation and determination and confirmation that the employee has completed any and all treatment recommendations made to treat any substance abuse. Acceptance of enrollment in a residential or other treatment program does not release the employee from any appropriate disciplinary action for violation of Tikinagan's policies. If the employee refuses to attend a residential or other recommended treatment program or does not complete the residential or other treatment program, the employee will be dismissed from employment. In the event of a confirmed positive test where the evaluation by a licensed professional or in the event of a confirmed positive drug test, all relevant circumstances substance abuse program concludes that the employee does not have a substance abuse disability or where the employee does not submit to such an evaluation. the employee will be terminated.

1.10 Employee Classifications

Probationary Employees

All employees are subject to a six (6) month probationary period, subject to extension of the probationary period by Tikinagan in accordance with Policy 1.16.

Permanent Full-Time Employees

Permanent full-time employees are employees hired for an indefinite term who work on a continuous full-time basis.

Permanent Part-Time Employees

Permanent part-time employees are employees hired for an indefinite duration and who work less than full time hours on a regularly scheduled basis.

Casual Employees

Casual employees are employees who are available to work on an "as-needed" basis. Casual employees are not guaranteed regular shifts or minimum number of hours of work.

After three (3) continuous months of not being called in to work or not accepting shifts, a casual employee may be terminated.

Term/Contract Employees

Term employees are employees hired for a specific period of time, and may be full-time or parttime. Contract employees are employees hired for specific tasks or projects, upon completion of which their contract ends.

1.11 Term-Employment

Tikinagan may hire a term employee to fill a temporary position.

A position may be filled by hiring an employee to perform a specific task to fill a temporary absence (e.g. pregnancy leave coverage) for a defined length of time.

Term employees are paid at an hourly rate. Individuals hired to complete a term contract will receive four percent (4%) vacation pay and Public Holiday Pay as determined under the *Employment Standards Act*, 2000.

Term Employment Contracts contain no provisions for paid benefits.

All term employees will be subject to early termination by Tikinagan for any reason upon Tikinagan giving one (1) months notice to the employee, or the amount of notice provided for in the *Employment Standards Act* at the relevant time, whichever is greater, and there shall be no further obligation owed from Tikinagan to the term employee. Further, all term employees shall provide Tikinagan with at least two (2) weeks notice of early termination by them for any reason. These conditions shall be deemed to be a part of every Term Employment Contract.

1.12 **Documentation**

Tikinagan requires that any documentation that an employee is required to sign shall be signed and dated on the date signed. If an employee's signature is not legible, the employee must print their name below their signature.

Tikinagan requires that an employee understand the content of any document signed by the employee in the course of their employment, other than when the employee is witnessing a signature. When an employee witnesses the signature of any person, the employee must ensure that the person signing has identified themselves and signed the document in the presence of the employee who is the witness.

Failure to properly date documentation signed by an employee may result in discipline where appropriate.

Backdating of any documents or entries of any kind will result in disciplinary action up to and including dismissal.

1.13 Forms

Tikinagan has developed forms that assist in administrative matters and help ensure effective and efficient provision of services.

The forms referred to in this Finance & Personnel Policies and Procedures Manual (copies of which are reproduced in Section 5: Forms) shall be used whenever possible.

Changes to all **Administration Forms** must be approved by the Director of Finance and Administration.

Changes to all **Frontline Forms** will be approved by a Director of Services.

1.14 References

References are not provided by Tikinagan to existing or former employees. Employment Verification letters will be issued to employees in replacement of references.

1.15 Orientation Period

Tikinagan will ensure that all new employees participate in an orientation program to familiarize themselves with the Agency's mandate, structure, goals and objectives, resources, policies and procedures, services and networking organizations/agencies. This is done in a planned and timely manner.

1.16 Probationary Period

Tikinagan will place all new employees on probation for a period of six (6) months. If an Employee is not actively at work throughout the full probationary period, the time the Employee is not actively at work will not be included in calculating the six (6) months. If an Employee's work performance has not met expectations, the Employee's probationary period may be extended for an additional three (3) months by Tikinagan in its sole discretion. During the probationary period Tikinagan may, in its absolute discretion, terminate an Employee.

During the probation period a new employee receives training and orientation as needed and may be subject to a probationary review.

Probationary Review

Work objectives and expectations, which are contained in every job description, will be reviewed with all newly hired employees.

The Supervisor may conduct a written review of the probationary employee prior to completion of the probation period determine whether the employee is suitable for the position. An employee may also request a review with their Supervisor at any time during their probationary period. It shall be reviewed with the employee and placed in the employee's personnel file.

When an employee successfully completes the probationary period, seniority is calculated from the original date of hire.

Termination of Probationary Employees

During the probationary period either Tikinagan or the new employee is free to terminate the employment at any time, subject only to any minimum applicable legal requirements.

Where appropriate, when poor performance is believed to be correctible, a Supervisor may advise a probationary employee verbally (along with written documentation), or in writing of deficiencies and the Agency's performance expectations. If there is no improvement or insufficient improvement termination may be appropriate.

If a Supervisor determines that termination of a probationary employee is recommended, the Supervisor will consult with the appropriate Manager or Director. Where the Director confirms termination is warranted, the Associate/Executive Director will be consulted. Only the Associate/Executive Director/designate has authority to terminate a probationary employee. The probationary employee will be notified of the decision to terminate, both verbally and with a written letter signed by the Associate/Executive Director or designate.

1.17 Lateral Transfer to Comparable Position

Tikinagan may transfer an employee to a substantially similar position within the Agency at the same rate of pay, when necessary to meet service demands. Such transfer may be made by a Director without competition.

The affected employee will be provided with written notice of the transfer and a copy of the new job description which will be reviewed with the new Supervisor or Manager who will discuss the new work objectives and expectations with the employee.

Prior to moving to the new position, a date will be determined by the existing Supervisor and the new Supervisor in consultation with the Managers. The new Supervisor will advise the HR Department of the date of the transfer. Any excess CTO/vacation time should be taken prior to moving to the new position. The date of transfer will be determined after considering the time required to complete any outstanding paperwork.

Prior to the internal transfer, the employee will also meet with their Supervisor to turn over all completed paperwork and other documentation. This information is necessary to ensure a smooth transition.

The Human Resources Department will be advised of the transfer date. No transfer shall occur until the employee's existing Supervisor confirms to the Human Resources Department that all casework has been completed, unless approved in writing by a Director.

A Performance Appraisal may be completed prior to the transfer.

1.18 Transfers at the Employee's Request

Tikinagan may allow employees to apply for a transfer to a vacant advertised position. A completed reference may be completed and may be submitted to the Human Resources Department.

If approved, the employee will be provided with written documentation approving the transfer and a copy of the new job description which will be reviewed with the new Supervisor who will discuss the new work objectives and expectations with the employee.

Prior to moving to the new position, the employee will discuss with the Human Resources Department and their Supervisor to determine the date of transfer. The date of transfer will be determined by the current Supervisor and the new Supervisor after considering the time required to complete outstanding paperwork.

Prior to the transfer the employee will meet with the Supervisor to turn over all completed paperwork and other documentation. This information is necessary to ensure a smooth transition.

The Human Resources Department will be advised of the transfer date. No transfer shall occur until the employee's existing Supervisor confirms for the Human Resources Department that all casework has been completed, unless approved in writing by a Director.

A Performance Appraisal may be completed prior to the transfer.

1.19 Promotions

A promotion is a move to a position of greater responsibility and/or pay within the Agency, and may be obtained through successful competition, or an appointment by a Director.

The Human Resources Department will verbally notify the successful applicant, followed by a written offer of the promotion and provide a new job description.

Prior to moving to a new position the employee will discuss with the Human Resources Department and both Supervisors to determine a time frame, within reason, for expending accumulated Compensating Time Off (CTO). The Payroll unit will be advised on how excess CTO will be expended. The effective date of the employee's promotion will be mutually agreed upon by the current and new Supervisor. Prior to the effective date of the promotion the employee will also meet with the current Supervisor to turn over all completed paperwork and other documentation.

This information is necessary to ensure a smooth transition. The promotion will not proceed where there is failure to comply with any of the aforementioned.

The Director may, at any time, promote an employee without competition.

1.20 Delegation of Authority

When a Supervisor will be temporarily away from the office for a period of time not exceeding twenty-one (21) working days, a designated employee may be required to assume the duties and responsibilities of the Supervisor.

A Delegation of Authority Form will be used to authorize another employee to assume the duties and responsibilities of the person who is or will be away from the office.

A Delegation of Authority Form must be authorized by the Supervisor of the person who is or will be away from the office. A Delegation of Authority Form is completed and submitted to the Human Resources Department and a copy is given to the employee receiving the Delegation of Authority.

An employee who accepts a Delegation of Authority assumes all of the rights, signing authority, duties and responsibilities of the position. The employee who carries out a Delegation of Authority may or may not receive an increase in salary or benefits during the period of the Delegation of Authority, depending on the circumstances.

An employee accepting a Delegation of Authority shall fulfil the duties and responsibilities of the designated position to the best of the employee's abilities. An employee receiving a Delegation of Authority may refuse to exercise authority, if the employee is uncomfortable doing so, and may refer the matter to the attention of the immediate Supervisor for action.

Upon the return of the Supervisor, a report will normally be provided outlining the duties performed in that employee's absence and decisions made while the Delegation of Authority was effective.

1.21 Acting Appointments

Acting appointments are made in order to fill vacant positions for periods of time in excess of twenty-one (21) working days, at the discretion of a Director.

The Associate/Executive Director has the authority to appoint an employee to an acting position without competition. The person selected to fill an acting appointment has the right to refuse the appointment.

An employee who accepts an acting appointment assumes all of the duties and responsibilities and is granted all of the authority associated with the position assumed.

An employee in an acting position receives an increase in salary and benefits (if applicable) based on the acting employee's qualifications beginning on the first day of the appointment.

An employee who accepts an acting appointment is advised in writing of the effective start date, the rate of pay and the end date of the appointment with the possibility of extension.

Should an employee require a leave of absence during their acting appointment, they will be returned to their former position and rate of pay on the date prior to the effective date of the leave.

1.22 Suspension With/Without Pay

Tikinagan reserves the right to immediately suspend an employee with or without pay when a serious incident has occurred and/or serious allegations are made and an investigation is required.

When an employee is suspended with/without pay, the employee must return Tikinagan's property, as may be required by Tikinagan during the suspension period.

The Associate/Executive Director must be consulted when an employee or a Supervisor becomes aware of a serious incident requiring further investigation. Any suspension with pay must be approved by a Director and the Associate/Executive Director must be notified. Suspensions without pay or dismissals can only be imposed with the approval of the Associate/Executive Director or his/her designate.

Where a suspension with or without pay is warranted, the affected employee will be notified verbally, if possible, and in writing of the suspension with or without pay. The notification should advise of the expected length of the suspension and that the suspension will continue pending a review of the circumstances.

After the investigation is conducted the employee will be contacted by their immediate Supervisor/Service Manager or the Human Resources Department.

If the allegations were not verified, and the employee had used their vacation time or accumulated CTO during the suspension, then this time may be reimbursed back to the employee.

If the allegations were not verified, and the employee did not receive any wages during the suspension then the employee may be reimbursed for some or all lost wages.

If after the investigation is conducted, the allegations were verified then appropriate disciplinary action will be imposed, up to and including dismissal.

When the employee is on suspension without pay, the employee may seek outside employment. The outside employment cannot conflict with their current duties and the employee must be available to return to work when called back.

1.23 Disciplinary and Corrective Measures

Tikinagan will, whenever possible, use progressive, corrective and disciplinary measures in order to:

- deal with incompetence;
- deal with an employee not fulfilling the duties and responsibilities of their position, including but not limited to work performance;
- deal with misconduct, including but not limited to unauthorized absences:
- correct, prevent or deter any unacceptable or inappropriate behaviour in the workplace.

If misconduct is of a serious nature, the progressive approach to discipline outlined in this Policy may not be adhered to, and discipline up to including immediate dismissal may be imposed.

Supervisors are primarily responsible for implementing disciplinary procedures and/or corrective measures in accordance with this Policy.

Any suspension with pay must be approved by the Associate/Executive Director or their designate. Suspensions without pay or dismissals may only be imposed with the approval of the Associate/Executive Director or their designate.

When to use Disciplinary Procedures

Disciplinary procedures will be used to deal with misconduct, including, but not limited to, the following types of conduct:

- breach of Tikinagan's Policies or Procedures;
- intoxication in public places:
- use of illegal drugs;
- conflict of interest, including but not limited to when an employee becomes involved in an intimate, romantic or permanent relationship with a client, a parent or a foster parent of a client of Tikinagan;
- off-duty conduct or events that negatively affect the Agency's reputation and/or its ability to carry out its mandate;
- taking, transporting or sending drugs or alcohol to a First Nation Community or into any Tikinagan's premises;
- being under the influence of drugs or alcohol in a public place or while on duty;
- gambling while on duty;
- negligence or carelessness, which may or may not include unsatisfactory work performance where the employee had the required skill but ignores their duties or is careless when performing them;
- insubordination including refusing to follow directions or recognize the authority of a Supervisor;
- mistreatment/gossip of co-workers, colleagues, clients or client's family members;
- abuse of power or position;
- · patterns of lateness or absenteeism;
- abuse or fraudulent use of sick leave;

- unauthorized use of the internet;
- excessive personal phone calls;
- use of profanity

When to use Corrective Measures

Corrective measures should be used, where appropriate, when an employee is not fulfilling the duties and responsibilities of their position due to incompetence or for any of the following reasons:

- lack of skill or ability;
- lack of direction, instruction or training;
- unintentional conduct; or
- personal issues.

Procedure – Disciplinary

Determining the Appropriate Disciplinary Penalty

The appropriate disciplinary penalty may depend not only on the nature of the misconduct but also on the surrounding circumstances. The very same misconduct may warrant a different disciplinary response depending on the circumstances under which the misconduct was committed and the employment and discipline history of the employee involved.

There are a number of factors which, although not excusing the misconduct, may justify a less severe penalty. These are mitigating factors and may include:

- a long and discipline free history of employment with the Agency
- provocation
- actions committed on the spur of the moment
- isolated vs. repeated actions
- absence of intent

There are a number of factors which may justify a more severe penalty. These are aggravating factors and may include:

- a long employment relationship with the Agency resulting in a full understanding and appreciation of the potential risks and seriousness of the misconduct
- knowledge of and disregard for Agency policies and procedures
- premeditated actions
- repeated actions
- disciplinary record
- continuing misconduct after disciplinary penalties imposed
- intentional misconduct

<u>Serious Misconduct – Progressive Disciplinary Response not Appropriate</u>

If misconduct is of a serious nature, the progressive discipline approach outlined below need not be adhered to and serious discipline up to and including immediate dismissal may be imposed immediately.

Where employee misconduct is serious, if the Supervisor feels that a serious disciplinary response or immediate dismissal may be warranted, the appropriate disciplinary response shall be determined in consultation with their Director. Where the Director agrees that a serious disciplinary response or dismissal is warranted, the Associate/Executive Director or his/her designate shall be consulted in accordance with this Policy and Policy 1.24 - Dismissal for Just Cause.

Progressive Disciplinary Response

Supervisors shall not delegate their responsibilities for disciplining employees without consultation with their Manager. The Human Resources Department may be approached to help in the resolution and for documentation purposes.

Where misconduct is identified the Supervisor should, whenever possible, follow the procedure set out below to address the problem.

- 1. The Supervisor should meet with the employee to:
 - clearly advise the employee of the conduct the Supervisor feels is unacceptable or inappropriate, referring to the applicable Tikinagan's Policy or procedure where appropriate;
 - give the employee the opportunity to respond to the Supervisor's concerns and allegations; and
 - identify the conduct expected;
- 2. The Supervisor must document the circumstances surrounding the misconduct and the meeting with the employee.
- 3. Supervisors may/should consult with their Manager and the Human Resources Supervisor/Manager when imposing any discipline.
- 4. Where an investigation is warranted, the Supervisor, Manager/Director or their designate should conduct an investigation of the misconduct and surrounding circumstances and ensure that steps taken to investigate and all information obtained is documented.
- 5. Where the appropriate discipline is a verbal or written warning, the Supervisor shall meet with the employee and advise the employee of the discipline being imposed. The meeting with the employee should be documented by written notation using a Performance Supervision Note for a verbal warning, and a Performance File Note for a written warning, signed by the employee, to be placed in the employee's personnel file.
- 6. Where, given the nature of the misconduct, progressive discipline is the appropriate response all relevant factors must be considered in determining the appropriate penalty. If there are no extenuating circumstances, the disciplinary response for the first and subsequent incidents of misconduct should progress from the minor to the more severe discipline set out below. The employee should be advised that further misconduct may result in further discipline up to and including dismissal.
- 7. Where the misconduct warrants dismissal or a suspension with or without pay, the Supervisor will consult with their Manager/Director providing all relevant information and documentation. If, after the Director's review, a suspension or dismissal is considered appropriate, the Associate/Executive Director or his/her designate must then be consulted and a decision shall be made in accordance with this Policy and Policies 1.22 and 1.24.

Measures that can be imposed by the Supervisor alone:

- Non-disciplinary discussion and/or a caution identifying the inappropriate conduct with a written notation of the discussions to be placed in the employee's personnel file.
- Disciplinary verbal warning identifying the inappropriate conduct with a written notation of the verbal warning to be placed in the employee's personnel file.
- Disciplinary written warning identifying the inappropriate conduct with a copy of the written warning to be placed in the employee's personnel file. (must consult with the Service Manager prior to the written warning).

Measures that can only be imposed by the Assoc/Executive Director or his/her Designate:

- Suspension without pay
- Dismissal for cause

Procedure - Corrective

Serious Incompetence – Corrective Disciplinary Response not Appropriate

If incompetence is of a serious nature, such as when an employee's incompetence may result in risk to a client or co-worker, the corrective discipline approach outlined will not be appropriate. In these situations, a Supervisor will take steps in consultation with a Director to determine the appropriate action to be taken. These steps may be disciplinary or non-disciplinary depending on the circumstances.

Progressive Disciplinary Response

If an employee is not fulfilling the duties and responsibilities of the position for reasons will, if not corrected, justify disciplinary measures, the following procedure should be followed.

- 1. The Supervisor will first meet with the employee and advise the employee in writing on a Performance Improvement Plan
 - of the job expectations and objectives and the relevant Employer policies, if any;
 - of the job expectations and objectives that the employee is failing to meet and the specific duties and areas in which the employee must improve and the level of improvement required;
 - of the additional supervision and/or training and/or instruction that will be made available to the employee to assist the employee to improve, if applicable:
 - of the time frame within which the necessary improvement is required;
 - of the date on which the employee's performance will be re-evaluated to determine if the necessary improvement has occurred and/or is sufficient;
 - that failure to improve their performance may result in discipline, up to and including dismissal.
- 2. The Supervisor will document all meetings with the employee by written notation, on either a Performance Supervision Note or a Performance File Note to be placed in the employee's personnel file and shall have the employee acknowledge the meeting and the issues raised by signing the form.
- 3. Supervisors may consult with the Human Resources Department when imposing any discipline.

- 4. The Supervisor shall document the additional supervision, training and instruction provided to the employee.
- 5. On the date set for a review of the employee's performance, the Supervisor shall again meet with the employee. If the employee's performance is still unacceptable, the Supervisor will meet with the employee and:
 - review the job expectations and objectives and the relevant Employer policies, if any, with the employee again;
 - clearly advise the employee of the job expectations and objectives that the employee is still failing to meet and the specific duties and areas in which the employee's performance continues to be unacceptable;
 - discuss with the employee whether there is any further supervision, training or instruction that would assist the employee in meeting the job expectations;
 - where appropriate, in conjunction with the employee, develop a plan with a view to allowing the employee an opportunity to make the necessary improvements if required;
 - advise the employee of the time frame within which the necessary improvements is required;
 - advise the employee of the discipline being imposed, and that failure to improve his/her performance may result in increased discipline, including dismissal.
- 6. If the employee's performance has not improved to an acceptable level within the time frame previously set, the Supervisor shall determine whether the time frame should be extended or whether dismissal is appropriate.
- 7. If the Supervisor concludes that dismissal may be appropriate, the Supervisor will consult with the Supervisor's Manager/Director and/or the Human Resources Department, to review all relevant information and to ensure necessary documentation is completed. If, after the review, a dismissal is considered appropriate, the Associate/Executive Director or designate must then be consulted and a decision shall be made in accordance with this Policy and Policies 1.24 and 1.27.

1.24 Dismissal for Just Cause

Tikinagan has the right to dismiss an employee for just cause.

Just Cause

Just cause for dismissal without notice may include, but is not limited to:

- incompetence;
- gross misconduct, including the violation of a Tikinagan's Policy which results or may result in a negative effect on other employees or clients, such as fraud, falsification of records; wilful destruction of Tikinagan's property;
- gross insubordination;
- gross negligence, carelessness or neglect of duty, including when there is unsatisfactory job performance which does or may endanger the safety of colleagues and/or clients:
- abandonment of position, including when an employee does not directly contact his/her Supervisor on any of the three (3) consecutive days of unauthorized absence from work;
- breach of confidentiality;
- physical violence while on duty;
- transporting and/or sending illegal drugs or alcohol to a First Nation or being found in possession of illegal drugs or alcohol in a First Nation or on Tikinagan's property, or otherwise violating Policy 2.10;
- being under the influence of alcohol or non-prescribed drugs while working or performing work duties;
- misuse of Agency funds, equipment or materials;
- harassment or abuse of clients, subordinates or colleagues;
- breach of the Conflict of Interest Policy;
- breach of the code of conduct or ethical obligations;
- improper use of Tikinagan's letterhead;
- being charged or convicted of a criminal offence that is incompatible with continued employment by Tikinagan;
- in the event of a confirmed positive drug/alcohol test, refusal to attend a residential or other recommended treatment program or does not complete the residential or other treatment program;
- in the event of a confirmed positive drug or alcohol test, where the employee does not submit to an evaluation by a licensed professional or where an evaluation by a licensed professional results in a determination that the employee does not have a substance abuse disability;
- refusal by a casual employee to work shifts for a three (3) month period.

Where the nature of the misconduct may warrant immediate dismissal rather than progressive discipline:

1. The Supervisor in conjunction with the Manager/Director and/or the Human Resources

Department shall meet with the employee to:

- clearly advise the employee of the conduct in issue;
- give the employee the opportunity to respond to the concerns and allegations.
- 2. Where an investigation is warranted, the Supervisor and/or a Director or their designate will conduct an investigation of the misconduct and surrounding circumstances.
- 3. Where warranted, the results of the investigation will be reported to the Director of Finance & Administration. Any decision to dismiss an employee shall be made by the Associate/Executive Director or designate.
- 4. A decision to dismiss an employee shall be communicated to the employee verbally, where possible, and confirmed in a letter signed by the Associate/Executive Director or designate, a copy of which shall be delivered to the employee in person or by registered mail to the last address in the employee's personnel file.
- 5. Policy 1.26 (Notice of Termination and Severance Pay Entitlement when Dismissal With or Without Just Cause) shall be followed.
- 6. Policy 1.27 (Procedure on Termination, Resignation or Retirement) shall be followed.

1.25 Lay-Offs

Tikinagan will use lay-offs only when necessary as a result of changing service requirements and/or financial constraints. Employees will be advised in writing of the lay-off.

Eligibility for continued insured benefit coverage during lay off, if any, shall be determined in accordance with the terms and conditions of the insurance policies.

When a layoff is temporary, notice is not required. If, however, Tikinagan is unable to recall a laid-off employee within the applicable term as specified in the *Employment Standards Act, 2000*, the lay-off will be considered a termination and the employee will be entitled to pay in lieu of notice and, where applicable, severance pay, in accordance with Policy 1.27 (Procedure on Termination, Resignation or Retirement).

If an employee on lay-off is recalled to work and fails to return to work, that employee will be deemed to have resigned and not entitled to termination or severance pay. Policy sections 1.26 and 1.27 will be reviewed when determining employment status.

1.26 Dismissal With or Without Just Cause

Notice of Termination or Pay in Lieu

Unless an employee's Employment Contract provides otherwise, when an employee who has been employed for longer than three (3) months is terminated without just cause, Tikinagan will give the employee working notice, or pay in lieu thereof, as follows;

- an employee who has worked continuously for three (3) months or more, but less than three (3) years is entitled to two (2) weeks' notice, or pay in lieu thereof including benefits:
- an employee who has worked continuously for three (3) years or more, is entitled to one (1) week of working notice for each year of continuous employment, up to a maximum of eight (8) weeks, or pay in lieu thereof including benefits.

Provided, however, that in no case will an employee be provided with less than any payments and entitlements determined in accordance with the standards set out in the Ontario *Employment Standards Act, 2000,* as amended from time to time, and in the event those statutory requirements are greater than those set out above the provisions of the statutory requirements will prevail.

Upon Tikinagan providing Notice of Termination, or Pay in Lieu thereof, in accordance with the provisions above and below, it shall have no further obligation to the terminated employee for any greater and/or additional notice, pay or benefits entitlements which may be otherwise available to the employee under common law. This elimination of employees' common law rights represents a significant concession by an employee when accepting employment with Tikanagan, and accordingly all employees should consider it carefully, including with legal counsel, before accepting employment. It is a fundamental term of the employment contract between Tikanagan and its employees.

Severance Pay

Unless an employee's Employment Contract provides otherwise, when an employee who has completed a minimum of twelve (12) months of continuous service but less than five (5) years of service is terminated without just cause, in addition to the employee's entitlement under the Notice of Termination or Pay in lieu of Notice provisions above, Tikinagan will pay the employee severance pay equal to the greater of two (2) days pay at the employee's regular rate of wages for each complete year of service, or the equivalent of five (5) days wages.

When an employee who has completed five (5) years of service or more with Tikinagan is terminated without cause, in addition to the employee's entitlement under the Notice of Termination or Pay in lieu of Notice provisions above, Tikinagan will pay the employee severance pay equal to the employee's regular wages for a regular work week multiplied by (1) the number of completed years of employment plus (2) the number of months of employment not included in (1) that the employee has completed divided by twelve (12), or any greater amount that is required by the *Employment Standards Act*, 2000.

If any employee's severance entitlement on termination is greater under the *Employment Standards Act, 2000* than what is provided for above, the provisions of the *Employment Standards Act, 2000* will apply instead of and not in addition to what is provided for above.

Severance pay is not paid when an employee resigns.

Severance pay is not paid to an employee who is on lay-off and does not qualify for severance pay under the *Employment Standards Act, 2000* and the Regulations made pursuant thereto.

Severance pay is not paid when an employee is terminated for just cause, other than if and as required by the *Employment Standards Act, 2000*.

1.27 Procedure on Termination, Resignation or Retirement

When an employee is terminated the employee will be advised verbally by a Supervisor/Service Manager/Director which will be followed by a letter to be delivered personally or by registered mail to the last address in the employee's personnel file. The letter notifying the employee of termination of employment or confirming a resignation or retirement will advise the employee:

- of date of the final day of work;
- that the employee must return all Tikinagan property to the Supervisor or the HR Department including, but not limited to:
 - o identification/photo ID cards
 - o calling cards
 - security "swipe" cards/keys
 - keys
 - Manuals
 - Certificates (ie. Oath of Commission)
 - Laptops/Computers/RSA Keys
 - Stamps
 - Cell phones
 - All access to additional programs are to be deactivated.

Tikinagan's request that the employee return all Agency equipment and property. If the employee fails to do so, the stated dollar value of any outstanding equipment and property will be deducted from their final pay cheque; the Staff Equipment and Material Form shall be cross referenced by the Human Resources Department to ensure all Agency equipment and property has been returned.

- of the amount of money owing to Tikinagan, if any, including outstanding advances, and further advising that the same will be deducted from the final pay cheque;
- of any vacation time or Compensating Time Off (CTO)/overtime owing to the employee;
- where applicable, that the employee's protection status will be revoked effective the last day of work;
- where applicable, that the employee's status as a Commissioner of Oaths will be revoked effective the last day of work;
- a Record of Employment will be issued within five (5) working days of the last day of work.

1.28 Resignation

Tikinagan requests that all resignations be submitted in writing, giving at least two (2) weeks' notice, however may also accept a verbal resignation. Four (4) weeks' notice is preferred for all management positions.

Employer Responsibilities

The employer will acknowledge the employee's resignation by providing the employee with a letter accepting the employee's resignation and setting out the employee's obligations in accordance with Policy 1.27 (Procedure on Termination, Resignation or Retirement).

Employee Responsibilities

A letter of resignation, if provided, must be given to the Employee's Supervisor, or HR Department who will advise the appropriate Manager.

Prior to the employee's last day, he/she must complete all previously assigned work and meet with his/her Supervisor to hand in all completed paperwork and other documentation.

The employee will be required to comply with the Agency's requests, as set out in Policy 1.27 (Procedure on Termination, Resignation or Retirement).

Employees will be given encouraged to participate in an Exit Interview (see Policy 1.29) prior to leaving the Agency.

1.29 Exit Interview

Tikinagan may evaluate its services and structure on an annual basis. This includes the analysis of all positions within the Agency. Departing employees may take part in an exit interview to assist the Agency in its review process. An exit interview may be done in person; may be in hardcopy form or may be completed electronically.

The purpose of an exit interview is to solicit feedback on the strengths of the Agency's services and organization, as well as on how the Agency might improve the same.

The information gathered through this process will be used to analyze staff turnover and make recommendations to improve and/or correct any identified area of concern. It will give Tikinagan the means to learn more about the position. The duties and responsibilities of the position could change, thereby allowing the Agency to re-draft a more comprehensive job description.

The Human Resources Supervisor, the Human Resource Manager or the Director of Finance & Administration may ask the resigning employee to participate in or complete a written exit interview. Participation is voluntary.

The Exit Interview Form is a guide only and can be tailored according to the exiting employee's service area. Confidentiality will be maintained with the Human Resources Supervisor/Manager and Senior Management.

1.30 Retirement

Tikinagan requests three (3) months written notice be given by an employee prior to their retirement date. The written notice should be addressed to the Human Resources Department.

Upon receipt of a letter from an employee who is intending to retire, Tikinagan will confirm, in writing, the effective date of retirement. The appropriate benefit information, if any, will be provided to the retiring employee and all completed forms will be forwarded to Group Benefit Provider.

Policy 1.27 (Procedure on Termination, Resignation or Retirement) shall be followed.

Some employees may require assistance understanding the options available at retirement. These employees are encouraged to ask the Human Resources Department for assistance in understanding the process.

Tikinagan's Pension Plan provides for a normal retirement age of sixty-five (65). Early retirement, in accordance with the terms of the Pension Plan, may be possible at any time during the ten (10) years prior to reaching the age of sixty-five (65).

An employee may work after having reached the age of sixty-five (65). Where permitted by the Pension Plan, if an employee continues to work after reaching the age of sixty-five (65), Pension contributions may continue in accordance with the Pension Plan.

An employee who elects to work after having reached the age of sixty-five (65) will not be entitled to Long-Term Disability (LTD) coverage after reaching the age of sixty-five (65). Entitlement to or eligibility for other insured benefits may be limited or denied for employees over the age of sixty-five (65) and shall be determined in accordance with the terms of the insurance policies.

Employees are encouraged to seek advice from a financial institution or advisor at least one year prior to retirement. Translation services will be made available to discuss your pension needs.

1.31 Attendance/Sign-in Book

Tikinagan will provide an Attendance Book in all branch and sub-offices locations for all employees to sign in and out. The Attendance Book may be kept in the front lobby at the reception desk in all branch and sub-offices. It is used as a tool to record the whereabouts of employees and ensures an individual can be contacted in an emergency situation.

It is mandatory for <u>ALL</u> employees (with the exception of Managers/Directors) to record their whereabouts daily in the Attendance Book. This applies to all Tikinagan's offices and group homes, to those taking part in training sessions, as well as employees who are traveling in the field. The Attendance Book will always reflect an employee's whereabouts. It is the responsibility of each employee to keep track of their hours of work.

At the end of each pay period the appropriate Supervisor for each department will date and sign the attendance records and return them to the Human Resources Department for filing.

Employees will sign the appropriate section of the Attendance Book every time they enter or leave the building. This would include:

- arrival in the morning;
- departing and returning from breaks;
- departing the office at the end of the day;
- leaving the office for any other reason including travel, meetings, illness, appointments, vacation, CTO time, etc.

All original attendance books will be stored for a period of seven (7) years.

All sign-in books will be maintained using a standardized format to ensure consistency.

Failure to follow this Policy may result in a loss of pay or disciplinary action.

1.32 Tikinagan's Letterhead, Envelopes and Logo

Tikinagan will use Tikinagan's letterhead, envelopes and logo for all external and internal Agency correspondence.

Use of Tikinagan's Letterhead and Envelopes

Tikinagan's letterhead and envelopes are used for external and internal Agency correspondence. The contents of any correspondence written on Tikinagan's letterhead will be written in a professional, business-like and courteous manner and may not be utilized for personal matters or business by or for any employee.

All correspondence written on Tikinagan's letterhead to a Chief and Council will require Associate/Executive Director approval prior to distribution. The correspondence will be copied and distributed to the Associate/Executive Director.

All internal correspondence may be written in memo form and circulated using E-mail. Hard copies will be circulated to those who do not have access to electronic mail.

Authorization and Procedure when using Tikinagan's letterhead

No one other than the Directors shall send correspondence or emails to any Ministry.

Managers and Supervisors:

- must have two (2) signatures on any correspondence written on Tikinagan's letterhead:
- the employee's Supervisor will provide the second signature;

Directors may authorize a Manager to send correspondence or emails directly in appropriate circumstances.

Improper use of letterhead and/or envelopes will be investigated and may be grounds for disciplinary measures up to and including dismissal.

Use of Tikinagan's Logo

The Tikinagan's logo will not be used by any person/organization unless they have permission from the Associate/Executive Director.

If and when an individual/organization does receive permission to use the Tikinagan's logo it will not be altered in any way including its line, shape and/or colour.

It will not be acceptable to use Tikinagan letterhead to apply for internal postings.

1.33 Telephone System

Tikinagan will provide employees with a telephone system necessary for accomplishing work-related duties only. Tikinagan is committed to ensuring its telephone facilities are used in an efficient and cost-effective manner.

Tikinagan has established toll-free numbers for various locations. Employees will use all available toll-free telephone numbers when making telephone calls on behalf of the Agency. Toll-free numbers will be listed on the Agency's phone list.

Personal use of Tikinagan calling cards is strictly prohibited.

Tikinagan's telephones are configured with identification calling restrictions. When a long-distance number is dialed and a few short bursts of tone are heard, a restriction is in effect. The call can only be completed by entering a password. Employees are issued long-distance passwords to use on their desk telephone by the Human Resources Department.

Whenever possible, when employees are out of the office during working hours, employees are required to change their voice mail messages to advise callers that they are out of the office.

Tikinagan is committed to ensuring its telephone facilities are used in an effective and economic manner and it monitors the use of local and long-distance telephone calls in order to maintain an effective work environment. Any indication of a breach of this Policy will be investigated. Any non-compliance could result in disciplinary measures up to and including termination of employment.

1.34 Emergency Telephone Numbers

All workers should provide a personal telephone number for emergency purposes and must advise Tikinagan of their phone numbers, which will be treated as confidential and used only for business purposes.

If any changes to personal phone numbers, these changes must be in writing and submitted to the Human Resources Department for file auditing purposes.

Emergency telephone numbers such as O.P.P. and the hospital will be posted in all Tikinagan's offices and Units.

If, for whatever reason, you cannot dial the emergency telephone number yourself, press "0" (zero) and the operator will attempt to connect you with the appropriate emergency number. There are also additional emergency telephone numbers on page 1 and 2 of the Sioux Lookout/Northwestern Ontario phone book.

1.35 Employee Identification

Tikinagan will provide photo I.D. to all employees who require identification to carry out work duties. Employees provided with photo I.D. are required to carry photo I.D. at all times while working. The Human Resources Department must be informed immediately of any lost or damaged I.D. Any previous issued I.D. are to be provided to the HR department when transferring to a new position.

1.36 Commissioner for Oaths

Tikinagan reserves the right to require employees to become a Commissioner for Oaths for the purposes of authorizing documents (affidavits), witnessing signatures, taking oaths and declarations, etc., in Ontario only, as these documents relate to their positions within the Agency.

The Human Resources Department shall keep an up-to-date list of all employees who are Commissioners of Oaths. This list is available on the shared drive.

The Commissioner of Oaths Certificate and stamp must be returned to the Human Resources Department prior to leaving the Agency.

1.37 Staff Equipment and Materials

Tikinagan will provide various equipment and materials to new employees to assist them with work-related duties.

Any equipment or material issued to new employees are signed out on a Staff Equipment and Material Form.

Employees will sign for loaned items acknowledging their responsibility for all items. If an employee loses a piece of equipment the employee will notify the Human Resources Department and/or IT Department, otherwise all items will be returned when the employee resigns, retires, is on suspension, on various leaves, or when their position is terminated.

Employees who fail to return materials and/or equipment to Tikinagan will have the value of the item(s) deducted from their final pay cheque, and/or the value uncollected will constitute a debt owing from the employee to Tikinagan, which Tikinagan may pursue any available legal remedies to collect.

1.38 Photocopying

Tikinagan will use office photocopiers for Tikinagan's business only.

The reproduction of a publication covered by copyright, or of a substantial portion of it, is forbidden under the Copyright Act, unless the person making or commissioning the copies has obtained the prior written authorization of the copyright holder.

The reproduction of a "non-important" extract of the publication does not require the authorization of the copyright holder.

Tikinagan recognizes the fact that there are times when an employee may want to photocopy something personal. The employee wanting to do so will pay \$0.25 per copy to be given to a Finance Supervisor.

1.39 Petty Cash

Tikinagan will make petty cash available to employees for the purposes of small, unplanned work-related purchases.

Procedure

A request for petty cash is made in person. A Petty Cash Voucher will be completed and will include:

- the name of the employee requesting the cash;
- the amount requested;
- the signature of the person spending the petty cash.

After the purchase is made the claimant will return the receipt and any unspent money as soon as possible. The Finance Clerk will attach receipts to the corresponding Petty Cash Voucher.

An Employee receiving petty cash must sign an acknowledgement, setting out the responsibilities governing receipt and expenditure of the cash. The Employee may not transfer any of these responsibilities to any other Employee.

Petty cash may not be used:

- to cash personal cheques;
- for personal loans to staff or others;
- to reimburse staff for travel (this is done by submitting an expense claim);
- to remunerate staff:
- for living allowances or honorarium.

All petty cash received by and Employee must be reconciled and replenished each month, and must be fully balanced prior to March 31st each year.

1.40 Boardroom Usage (Internal & External Reservations)

Tikinagan will utilize in-house boardrooms or meeting rooms. The use of meeting rooms outside of the Agency is restricted. In-house space or meeting space provided at no cost will always be considered first.

Meeting spaces can be reserved on the Agency's shared drive by notifying the designated person.

Boardrooms -- Management Support Worker(s), Executive Assistant, or designate

Training Boardroom – Training Unit Staff.

All bookings will record the purpose of the meeting, the required start and end times and dates.

If a meeting is cancelled the employee who made the booking will communicate this to the person designated as soon as possible.

When there is no internal meeting space available a rental booking may be made only with the approval from a Director.

The Boardroom schedule is available on the shared drive.

1.41 Security "Swipe" Cards & Keys

Tikinagan will provide "swipe" cards and keys to employees requiring access to office facilities, to ensure security of the Agency's equipment, confidential records and files. Access to the Agency premises is monitored.

If a Casual Relief Worker does not work in a three (3) month period from their last shift, the Casual Relief Worker may be terminated and their swipe card will be de-activated and must be returned to the Agency.

Employees are required to sign out, or purchase, security "swipe" cards and keys. An employee is responsible for the cost of replacing a lost "swipe" card or keys. Upon departure from Tikinagan employees are required to return "swipe" cards and keys. If the employee fails to do so the total value of any unreturned items will be deducted from the employee's final pay cheque.

Employees are strictly prohibited from lending their "swipe" cards to anyone or allowing anyone else to use the "swipe" card. An employee will be held responsible for all use of their "swipe" card. Employees must immediately report any lost "swipe" cards to the Human Resource Department.

Employees will only have one active swipe card at any given time.

The initial "swipe" card will be issued to employees free of charge. Should any additional cards be required due to loss the employee will be charged a \$10.00 fee prior to re-issuing a new card.

1.42 Non-Solicitation Policy

Other than with respect to activities of the Tikinagan's Staff Association or with Tikinagan preapproval solicitation in the workplace by individuals or organizations seeking donations and/or memberships are not allowed.