

Kahnawake Shakotia'takehnhas  
Community Services  
("KSCS")



## **Personnel Policy**

(including the general terms and conditions of employment of KSCS personnel)

Revision Date: August 10, 2017  
Effective Date: October 2, 2017

## **Thank you and congratulations for being part of the KSCS Team**

Shé:kon,

If you are already a member of the Kahnawake Shakotia'takehnhas Community Services (KSCS) team, thank you for the many contributions to our success and the well-being of all Kahnawa'kehró:non that we are so proud to serve with unrelenting dedication.

If you have just joined our ranks welcome to KSCS and congratulations for successfully acquiring a position with us and we sincerely hope that our professional relationship will be mutually fulfilling. As a new and important member of our team you might want to visit the different facilities which house our operations and a good way to do this is to drop-in on a coffee break. For sure one of our veteran staff members would be more than willing to take you around. The operations are large and there is much to learn, so allow yourself the time and opportunity to take it all in!

As we all know, our mission at KSCS is to encourage and support a healthy lifestyle by engaging with community through activities that strengthen our core values of peace, respect and responsibility with the collaboration of all organizations of Kahnawake. We ask all members of our team – seasoned contributors as well as newcomers – to continuously model and integrate this objective in their behaviour and work.

To help achieve this goal we are presenting you with this revised edition of the Personnel Policy which is a general guide for the relationship between KSCS and its employees. Inside you will find the answers to many of the most frequently asked questions regarding our working environment, conditions and benefits. Of course, always feel free to ask your immediate supervisor, any staff member or Human Resources for additional help or guidance.

Our objective is to provide all members of our team with a work environment that is conducive to both personal and professional growth. We are glad you are part of the family and look forward to continue growing together.

Again thank you and congratulations!

Derek Montour  
Executive Director

Note: while your contract of employment together with this Personnel Policy are at the core of our professional relationship, you will also be provided with the following information that will be useful in your work environment:

- Standard Operating Procedures Manual
- Staff listing according to programs & services within KSCS
- Forms (Oath, Vital Information, etc.)

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## **Introductory Notes**

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## **1. Introductory Notes**

### **1.1 Preliminary Remark**

In this Manual the masculine gender includes the feminine, and is being used for ease of reading purposes, and Kahnawake Shakotii'a'takehnhas Community Services is hereinafter referred to as KSCS.

### **1.2 Record of Approval (ROA)**

The Record of Approval (ROA) form, referred to within this Manual, is used to document a request and a decision from the Executive Director to operate outside policy. Details on its use are described in the Standard Operating Procedures Manual.



**Purpose, Applicability, Revision, and Waiving**



## **2. Purpose, Applicability, Revision and Waiving**

### **2.1 Purpose**

The purpose of this Personnel Policy is to set forth the terms and conditions of employment designed to achieve employee performance and efficiency consistent with harmonious relations, mutual understanding and self-improvement, all in keeping with the vision, mission and cornerstones of integrity of our organization.

### **2.2 Applicability**

This Personnel Policy Manual supersedes any previous one, irrespective of its designation, and applies to all personnel hired by KSCS, subject to being revised, supplemented, modified, suppressed or re-issued by KSCS. It is further supplemented by any and all other internal policies, rules, guidelines and procedures that may be in effect from time to time at KSCS.

This Personnel Policy that includes the general terms and conditions of employment of KSCS personnel, forms an integral part of the employee's individual contract of employment. In the event of conflict between the Personnel Policy and the employee's individual contract of employment, the latter shall prevail to the extent necessary.

### **2.3 Revision**

The KSCS Board of Directors has the sole authority to revise this Personnel Policy Manual at its discretion. The Executive Director can present proposed revisions to the Board of Directors for the latter's approval.

### **2.4 Waiving**

The Executive Director has the authority to waive a policy for a specific situation and timeframe that shall be evidenced in a ROA form.

**Our Vision, Mission and Cornerstones of Integrity**



### **3. Our Vision, Mission and Cornerstones of Integrity**

KSCS is a Mohawk community-based client driven organization whose mission, vision and cornerstones of integrity are enunciated as follows.

#### **3.1 Vision**

KSCS strives for a strong collective future for Kahnawà:ke by promoting and supporting a healthy family unit.

#### **3.2 Mission**

KSCS' mission is to encourage and support a healthy lifestyle by engaging with community through activities that strengthen our core values of peace, respect and responsibility with the collaboration of all organizations of Kahnawake.

#### **3.3 Cornerstones of Integrity**

Respect, responsibility, trust and commitment are the cornerstones on which KSCS' integrity has been built on over the years.

In keeping with the principle of ensuring that quality services are available for all Kahnawa'kehró:non, KSCS will not become involved in any political or contentious issues that could alienate the organization from any individual or group to whom it has a responsibility to provide services.

Therefore, while respecting the right of free speech, all members of the organization are to refrain from engaging in any political activity or publicly taking a position on any issues unless a clear statement is made that such engagement or position is not reflective of the position or opinion of KSCS, and further provided that their stance or comments do not compromise the integrity and reputation of KSCS in any manner, nor the availability and quality of services for all Kahnawa'kehró:non.

**Work Ethics, Conduct and Behaviour**

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## **4. Work Ethics, Conduct and Behaviour**

The following enunciates the principles, values, duties and obligations that must govern the actions and conduct of all KSCS employees.

### **4.1 General Obligations of Loyalty and Diligence**

An obligation rests with every employee of KSCS to perform his duties in an honest, efficient and courteous manner and in compliance with his employment agreement. The employee will therefore be responsible and held accountable for adhering to this Personnel Policy and to all other internal policies, rules, guidelines and procedures prescribed by KSCS through management or supervisory personnel.

The employee is expected, in all circumstances, to demonstrate integrity, loyalty, impartiality, dignity, self-discipline, dedication, proper behaviour, professionalism, discretion and a high degree of responsibility and efficiency to ensure the smooth and efficient functioning of KSCS, its programs and the delivery of services to the community in general and clients in particular.

In order to achieve this goal and without restricting the generality of the foregoing, the employee shall strive to be a role model in all circumstances and, more particularly, shall:

- (a) devote his full working time, abilities, efforts and resources to properly discharge his functions and execute his work carefully, conscientiously and diligently, and to promote and defend in good faith the legitimate interests of KSCS; no full-time employee may undertake a secondary occupation without the prior approval of KSCS; a part-time employee may only undertake a secondary occupation provided it does not compromise, or conflict with the interests of KSCS;
- (b) support and assist fellow employees and KSCS management and supervisors in the performance of their duties, even when in disagreement with a particular decision, and demonstrate cooperation and active participation in the development and implementation of KSCS' mission;
- (c) display a tactful and positive approach and cooperative behaviour towards fellow employees and KSCS management and supervisors, and be polite, courteous and obliging when dealing with third persons, especially clients and other persons with whom the employee interacts in the delivery of services to clients;
- (d) demonstrate loyalty and integrity towards other KSCS colleagues and at no time betray their good faith, abuse their confidence or act unfairly in their regard and, following the term of his relationship with KSCS, the former employee shall continue to demonstrate loyalty to the organization and its Board of Directors;
- (e) listen to, understand and appreciate the points of view of all segments of the community, keep himself thoroughly informed concerning all KSCS programs and services and foster good public relations;
- (f) respect the confidentiality of debates, exchanges and discussions that are work-related, and demonstrate restraint and prudence when making public representation with a view of avoiding any comments that may compromise the integrity of our organization or its members;
- (g) think in terms of "community first" and "service delivery" and accept the responsibility, along with his fellow employees and KSCS management and supervisors, of seeing that the maximum of available facilities and resources is provided for the well-being of the community, including during a community emergency;

- (h) avoid undue pressure from any group, maintain objectivity, thoroughness and independence at all times and abstain from "playing politics" in either the traditional partisan or any petty sense, accept loyal criticism and make decisions free from emotion and prejudice only after all elements bearing on a question have been presented and discussed;
- (i) behave, on and off-duty, in a way that pays due regard to the public image and mission of KSCS, and protect the reputation and property of KSCS, its employees and other official representatives;
- (j) be punctual in reporting to work, meetings and discharging his functions, with having reviewed in advance all information relevant to the subject-matter at hand, and by following the agenda to see that work is accomplished on time;
- (k) comply with the instructions received from any designated official representative of KSCS, including during a community emergency;
- (l) protect the legitimate interests of KSCS when making any authorized commitment or disbursement for or on behalf of KSCS, including fund-raising and accepting donations;
- (m) treat all working material and equipment entrusted to him with due care, and inform diligently his immediate supervisor of any significant incident that occurs in connection with his work;
- (n) keep abreast concerning the requirements of his job duties and responsibilities and the proper functions at KSCS, thrive at constantly maintaining, improving and further developing his qualifications, professional and technical knowledge and skills, and inform KSCS regarding changes in his professional status in respect to licensing as it pertains to job requirement or qualifications;
- (o) ensure that all reports, whether verbal or written, are accurate and do not contain misrepresentations;
- (p) abstain from transmitting to the media any comments concerning events connected with the delivery of individual services to clients and direct media inquiries to the designated KSCS official;
- (q) avoid placing himself in conflict of interest situations and, in particular, abstain from using KSCS facilities, devices, equipment or other property to promote self-interest or personal gain, abstain from having any direct or indirect financial interest in any entity with which KSCS would be entertaining a professional or commercial relationship, abstain from directing any work to a member of his family or close relation or to a supplier in which a member of his family or close relation has a material interest, and abstain from decision making for a conflict of interest situation, unless with the prior approval of his immediate supervisor after all the relevant facts and circumstances have been fully disclosed;
- (r) abstain from soliciting and, except for token consideration customary in the community, accepting any gift, remuneration, recompense or other benefit from anyone in connection with his work, without the prior approval of his immediate supervisor.

The employee shall not interpret the preceding enumeration restrictively, and shall diligently report to his immediate supervisor, verbally or in writing, any problematic situation, or that could become so, even if not listed above. "Problematic situation" means, in particular, any illegal, corrupt, hostile, negligent, abusive or otherwise unethical action or omission arising in connection with employee activities during and off-duty.

Reports concerning any problematic situation should be submitted through the regular line of administrative supervision except if it appears to involve a management or supervisory employee, in which case reports should be made to the next level of management.

#### **4.2 Confidential Information – During and After Employment**

During and after the term of his relationship with KSCS, the employee shall regard and treat as strictly confidential and shall not, in particular, disclose, use outside his functions nor give access to, any information, debates, exchanges, discussions, processes or facts pertaining to KSCS or its clients to which he was privy in the exercise of his functions.

Regardless of work location, the employee must ensure that all information he is working on and with remains confidential and protected.

The employee shall direct to his immediate supervisor any inquiries relative to confidential information.

Unless required for his work or authorized by his immediate supervisor, the employee shall abstain from removing, keeping, copying or otherwise reproducing any confidential information, irrespective of the form in which such confidential information may be accessible.

#### **4.3 Publications and Communications**

All publications and spoken communications relating either to any knowledge acquired by the employee through his relationship with KSCS, or to any administrative or professional issue or to any matter relating to KSCS, shall require the prior approval of his immediate supervisor.

#### **4.4 Personal Appearance**

The employee is required to display at work a clean and well-groomed appearance and to dress appropriately in order to always project the good reputation and image of KSCS.

#### **4.5 Occupational Health Care and Accident Prevention**

The employee shall comply conscientiously with all health, safety and security rules and regulations applicable on the Mohawk Territory of Kahnawake shall make proper and adequate use of all devices and equipment designed to prevent accidents or illness, and shall take precautions to protect the safety and health of all persons in and around KSCS premises, facilities, installations and equipment. The employee shall also actively support and cooperate with KSCS in the implementation and maintaining of safe working conditions at all times, in particular by making sure that he is dressed safely and appropriately for the work delegated to him, that work areas are neat and clean, and by familiarizing himself with the location of fire extinguishers, escape routes and emergency exits.

Any occupational accident or incident must be reported to the immediate supervisor and Human Resources, who will provide assistance with the process.

Any working conditions that an employee believes are unsafe should be reported in writing immediately to his immediate supervisor or, if absent, to the next level of management of KSCS.



## **4.6 Information Technology Environment**

KSCS' information technology ("IT") and telecommunications equipment including, but not limited to, telephones, personal computers, lap top computers, computer operating systems and software, as well as e-mail and internet access, are to be used by the employee to assist him to attend to KSCS functions diligently and perform his job duties in an efficient manner. Consequently, the employee shall keep personal use of KSCS IT and telecommunications equipment and features to a minimum.

The use of non-KSCS approved IT may result in a violation of intellectual property rights of third parties and may furthermore result in peripheral problems. Consequently, the employee shall not use or load any IT such as software, screen savers, games or utilities into KSCS' IT environment which has not been approved by management. If the employee must absolutely add anything to a KSCS computer, he is required to check first with management to ensure that it is KSCS approved.

The employee shall not use KSCS IT or telecommunications equipment and features in a manner that may be construed by others as unlawful, harassing or offensive, nor attempt to obtain access to another employee's electronic communications without appropriate authorization.

Important notice: the employee should be aware that KSCS may, from time to time, monitor and access its IT environment and telecommunications equipment and features, including e-mail and internet access, without advance notice to the employee and without his consent, to ensure compliance with the foregoing.

## **4.7 Use of Social Media**

Social media is defined as any social networking site or other virtual tool by which individuals are able to actively engage in communication with one another that can either automatically, or with discretion, be shared with other known or unknown users. Email is a social networking tool which enables access to and use of social media. Facebook, LinkedIn, Twitter, Instagram, and the like, blogs, chat rooms and web bulletin boards are forms of social media.

Personal networking through social media is prohibited in the workplace during work time.

When using social media for personal networking after work hours, the employee should be mindful of the content of his exchanges and opinions so as not to jeopardize the image and reputation of KSCS, its members and clients. The following examples (the list of which is not restrictive and could very well extend to other occurrences of a comparable nature) constitute irresponsible/illegal use of social media, and such circumstances would subject the employee to (i) disciplinary action up to and including dismissal for cause and (ii) the possibility of being sued before a court of law:

- (a) the intentional or inadvertent disclosure of any confidential information pertaining to KSCS, its members or its clients;
- (b) the display of false information about KSCS, its members or its clients;
- (c) the expression of one's own opinion or viewpoint that may be mistaken to be the position, viewpoint, statement, opinion or conclusion of KSCS, its members or its clients;
- (d) the electronic harassment, bullying, discrimination or retaliation that would not be permissible in the workplace;
- (e) the endorsement or promotion, in KSCS's name and without the latter's prior authorization, of any product, commercial enterprise, opinion, cause or candidate.

## **4.8 Alcohol and Other Drug Use During Work-Related Activities**

KSCS is committed to delivering efficient and professional services and programs to improve the quality of life of the Kahnawake community members, and to maintaining a work environment that protects the health and dignity and ensures the safety and well-being of all employees and the persons to whom they provide services. That commitment is jeopardized when any employee uses alcohol or other drug or misuses medication or traditional medicine in the workplace or attends any work-related activity under their influence.

Consequently, all employees are personally responsible for compliance with this policy and are always expected to share and embody KSCS' mission and philosophy, and exemplify the communal values that it endeavours to promote and defend towards improving the quality of life of all community members.

When interpreting or implementing this policy, the following definitions apply:

- (a) "drug" includes alcohol, alcoholic, spirituous, vinous, fermented malt or other intoxicating liquor, or combination of liquors, and mixed liquor a part of which is spirituous, vinous, fermented or intoxicating, and all drinks, drinkable liquids, preparations of mixtures capable of human consumption or absorption that are intoxicating, including inhalants and illegal drugs, and prescribed and over-the-counter medications or recommended traditional medicines which inhibit or may inhibit an employee's ability to attend safely and productively any work-related activity, and any other substance capable of altering or adversely affecting the way a person thinks, feels or acts;
- (b) "work-related activity" refers to all activities undertaken in the course of KSCS' delivery of services and programs irrespective of the specific location.

In support of a responsible approach to alcohol and other drug use, KSCS prohibits:

- (a) any employee being unfit to attend any work-related activity because of the use or after-effects of alcohol, other drug, medication or traditional medicine;
 

if an employee is asked to attend any unscheduled work-related activity while under the influence of alcohol, other drug, medication or traditional medicine, it is the responsibility of the employee to refuse the request and ask that the assignment be delegated to another employee;
- (b) the misuse of traditional medicine or medication (for example using a medication not as it has been prescribed, using someone else's prescribed medication, combining medication and alcohol use against direction), both prescribed and over-the-counter, while attending any work-related activity;
 

the employee is expected to consult with his personal physician, pharmacist or community healer to determine if use of the medication or traditional medicine will have any potential negative influence on his ability to attend such activity safely and productively, or to travel safely;

the employee is encouraged to report to his immediate supervisor the use of any medication or traditional medicine that may impact negatively on his attending safely and productively any work-related activity;
- (c) while attending any work-related activity, the use, possession, distribution, offering, sale or purchase of any alcoholic beverage by an employee;
 

the only exception to this provision will apply to moderate use, possession or purchase of an alcoholic beverage at functions that are sponsored or encouraged by KSCS and which have been approved by management; the consumption of an alcoholic beverage under these circumstances

will not excuse any employee from compliance with the other policies or work rules, and with all applicable laws and regulations;

- (d) while attending any work-related activity, the presence in the body, use, possession, distribution, offering, sale or purchase of any drug or drug paraphernalia, or any prescription drug which is not obtained and used under a lawfully-issued prescription;
- (e) any employee from, actively or passively, aiding or encouraging any other employee/client to violate any of the above prohibitions.

In addition to abiding by the above-mentioned provisions, employees are expected to:

- (a) educate themselves on the effects of drug use, or misuse of medication or traditional medicine, on a person's health, safety and well-being;
- (b) seek advice and follow appropriate treatment promptly if they suspect they have an alcohol or other drug dependency or emerging problem (recognizing that problems related to alcohol and other drug use or dependency are not an excuse for poor or unsafe attendance);
- (c) cooperate with any medical or traditional medicine work limitation recommended by a health-care professional or community healer, and follow any recommended monitoring or aftercare program after primary treatment for alcohol or other drug problem;
- (d) look out for other employees in terms of fitness for duty and take appropriate action to ensure they do not remain in an unfit condition such that may endanger themselves, others, property or the environment by ensuring the appropriate person is advised (this could include contacting their immediate supervisor, or anyone else they feel should be advised in the circumstances).

A violation of this policy on alcohol and other drug use is ground for any form of disciplinary or administrative action (or both), up to and including dismissal for cause.

#### **4.9 Medication and Traditional Medicine**

Under no circumstances, shall prescribed medication be administered to clients by KSCS employees unless a written order by a qualified medical practitioner mandates an employee to do so.

It is acceptable for KSCS employees to provide traditional medicines to clients as outlined in the Standard Operating Procedures of the Family Wellness Centre.



**Anti-Harassment Policy Statement and  
Complaint Process**

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## **5. Anti-Harassment Policy Statement and Complaint Process**

### **5.1 Anti-Harassment Policy Statement**

This policy governs relations in any situation related to employment responsibilities and work-related contacts. However, harassment which occurs outside the workplace, but which may adversely affect our work environment and climate, will also be considered as workplace harassment hereunder.

In the spirit of our mission, we are a team of caring people who are committed to treating people in a respectful and responsible manner in order to maintain a positive and productive work environment and climate that value the dignity of everyone. Consequently, and as part of this commitment, all KSCS employees, supervisory and non-supervisory, clients and other users, partners and visitors are entitled to the respect of their honour, dignity, psychological or physical integrity, reputation and self-esteem and to enjoy an environment free of harassment, whether psychological or otherwise and whether based on actual or perceived race, colour, sex, pregnancy, sexual orientation, civil status, age, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap and any other legally protected ground, all in accordance with and subject to the applicable legislation.

For the purpose of clarity, psychological harassment is defined as any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures that affects an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee. A single serious incident of such behaviour that has a lasting harmful effect on a person may also constitute psychological harassment.

Examples of harassment include any unsolicited or unwelcome conduct, comment, gesture, contact, advance, remark, note, innuendo, joke, drawing or threat, whether repetitive or not, that is likely to cause offence or humiliation to a person, or that might, on reasonable grounds, be perceived by that person as being offensive, humiliating or demeaning, or as placing a condition on any professional opportunity or the rendering of services within KSCS.

### **5.2 Anti-Harassment Complaint Process**

In accordance with KSCS' policy to make every reasonable effort to ensure that no person is subjected to harassment, the following procedure shall apply:

- (a) the person who believes to be a victim of harassment, and who feels comfortable doing so, should tell the alleged harasser that the behaviour is offensive and ask that it stop immediately;
- (b) if this has not already been done, the person who believes to be the victim of harassment is encouraged to advise immediately his immediate supervisor (assuming the latter is not involved in the incident) to obtain any necessary support during the entire process;
- (c) if the harassment continues despite such warning, or if the person who believes to be the victim of harassment is uncomfortable asking the alleged harasser to stop the offensive behaviour, such person should meet as soon as possible with his immediate supervisor or Human Resources to file a complaint stating the name of the alleged harasser and describing the circumstances of the harassment;
- (d) if deemed appropriate, the immediate supervisor or Human Resources may require the assistance of another person to jointly conduct the investigation or entrust upon such person the responsibility of conducting it; in exceptional circumstances, KSCS may engage outside resources to conduct the investigation;

- (e) anyone being informed of the complaint shall not disclose to any person the name of the complainant nor the circumstances having given rise to the complaint, except to the extent necessary to conduct the investigation and implement any recommendation in relation thereto;
- (f) once the complaint has been filed, the person responsible will carry out the investigation with due diligence and meet separately with the parties involved in the incident and with any other witness whose contribution may be useful;
- (g) if deemed appropriate, the investigator may at any step of the process try to settle the complaint amicably to the satisfaction of all those concerned;
- (h) once the investigation has been completed, the investigator may, if within his mandate:
  - (i) reject the complaint if unfounded and recommend no further action;
  - (ii) determine the complaint to be unfounded but nevertheless recommend that the complaining person and/or alleged harasser be reassigned, where possible, so as to limit or eliminate any further opportunity for harassment;
  - (iii) determine the complaint to be founded and recommend any measure with the objective of restoring an environment that is respectful of the honour, dignity and self-esteem of everyone, including any form of disciplinary or administrative action (or both) proportionate to the harm inflicted, up to and including dismissal for cause;
  - (iv) recommend, if the investigation reveals harassment by a client, other user or visitor of KSCS or by any other third party, appropriate measures relative to the incident;
- (i) the person who, in good faith, files a complaint of harassment and any other person who cooperates in the investigation, shall be protected against any form of reprisals, intimidation or discrimination; anyone engaging in such retaliation will be subjected to an investigation for harassment and the above-described process will be re-initiated;
- (j) conversely, a harassment complaint that is frivolous, vexatious or made in bad faith will subject the initiator to corrective action up to and including dismissal for cause.







## **Employment Policy**

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## **6. Employment Policy**

### **6.1 Principle**

Since the primary purpose of KSCS is to serve and promote the interests of all Kahnawà:kehró:non through the provision of quality health and social services, its employment policy is aimed at hiring, promoting and retaining the most capable persons for the positions that need to be filled, with preference or exclusivity being given to First Nations candidates and employees whenever circumstances warrant it.

### **6.2 First Nations Preference**

In order to encourage the further development of First Nations candidates and employees and the enhancement of their career opportunities at KSCS, whether it be among staff or within the professional team, consideration can be given to hiring, training, promoting or retaining, on a preferential or exclusivity basis, a First Nations person that is either qualified or "qualifiable".

Any such "qualifiable" person shall, for a limited period of time determined by KSCS, undertake in particular to:

- (a) commit to upgrade his qualifications to meet those required for the particular position being considered;
- (b) provide regular attestation with respect to his continued upgrading or certification;
- (c) be put on supervised probation and undergo regular evaluation;
- (d) work closely under the mentoring of his immediate supervisor or other qualified professional designated by KSCS.

## **Employment Status**

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## 7. Employment Status

### 7.1 Indefinite Duration, Definite Term or On-Call Basis

Employees working at KSCS have either one of the following employment statuses:

- **regular full-time employee** - any person who, for an indefinite duration, has been hired in a regular position to work the normal hours that correspond thereto and who has satisfactorily completed the probationary period;
- **regular part-time employee** - any person who, for an indefinite duration, has been hired in a regular position to work less than the normal hours that correspond thereto and who has satisfactorily completed the probationary period;
- **contract full-time employee** - any person who, under a definite term contract of employment (normally not to exceed one year), has been hired in a position to work the normal hours that correspond thereto;
- **contract part-time employee** - any person who, under a definite term contract of employment (normally not to exceed one year) has been hired in a position to work less than the normal hours that correspond thereto;
- **contract sporadic employee** - any person who has been hired on an on-call basis to provide coverage, occasionally, for one or more regular full-time or regular part-time employees, which can include providing coverage for an employee on leave or because of an increased demand for services, with the work week not to exceed 40 hours per week.

## **Recruitment and Hiring**

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## **8. Recruitment and Hiring**

In addition to the candidate having to meet the job criteria, employment at KSCS can be made subject to favourable reference and security checks, and a successful pre-employment examination or test and probationary period.

### **8.1 Reference Check**

Résumés or curricula vitae, applications, references and any other relevant information may be verified by KSCS, and any wilful misrepresentation or omission may be cause for refusal or termination.

### **8.2 Security Check**

Employment and other contractual relationships at KSCS may be dependent upon the results of a security check for criminal or penal offences.

### **8.3 Pre-Employment Examination or Test**

Employment at KSCS can be made subject to successful completion of a pre-employment medical, psychological or other examination or test by a practitioner or other person designated by KSCS.

### **8.4 Employment Agreement**

All employment relationships must be formally documented by contract prior to employment commencing. The employment agreement is an official document that specifies the terms and conditions of employment for anyone who works at KSCS; it cannot be altered without the written approval of the Executive Director or an appointed delegate. Management is responsible to outline the terms and conditions of the employment relationship.

All employment agreements must be drafted and a copy thereof kept by Human Resources.

Any revision to an employment agreement requires the approval of the Executive Director, and consultation with Human Resources. A *Request for Contract* form must be completed giving the rationale for the proposed change and upon approval by the Executive Director, Human Resources shall then draft the amendment or new employment agreement.

### **8.5 Job Descriptions**

The job descriptions contained in the KSCS Job Description Manual are the official, approved documents that specify the core responsibilities, duties, accountability, and qualification requirements for all approved positions at KSCS. All requests to modify a Job Description must be documented on a *Request for Review and Assessment of Job Description* form and submitted to Human Resources for processing and approval by the Executive Director.

All job descriptions and revisions thereof must be approved, signed and dated by the Executive Director and a designate of Human Resources, before they become official. New job descriptions must be approved by the Board of Directors.

Management is responsible to ensure that job descriptions are current, accurate and reflective of the position.

## **8.6 Probationary Period**

Employment at KSCS can also be made subject to the successful completion of a probationary period. The employee hired into a position will normally serve a probationary period from the date his employment begins. Such probationary period may be extended at the discretion of management for an additional period determined by agreement between the employee and KSCS. At any time during the probationary period, a performance review must be conducted by the employee's immediate supervisor to determine whether the employment of the employee is to be continued or terminated. This is especially necessary for those employees deemed "qualifiable".

At any time during the probationary period, employment may be terminated upon the expiry of a seven-day notice given by one party to the other.

## **8.7 Hiring of Executive Director**

The Board of Directors is responsible for the hiring of the Executive Director.

The Executive Director's job description and any revision thereof must be approved, signed and dated by the Board of Directors before they become official.

## **8.8 Independent Services Contract**

An Independent Services Contract is the standard agreement utilized when KSCS contracts a consultant, trainer, or contractor, etc. for a specific enterprise or services. The Independent Services Contractor is not an employee and is therefore not entitled to any group benefits, holidays, personal wellness days or vacation days or any other benefits.

The Executive Director signs all Independent Services Contracts and must approve in advance any proposed revisions thereto.





**Normal Hours of Work, Flexible Time and  
Emergency Response**

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## **9. Normal Hours of Work, Flexible Time and Emergency Response**

### **9.1 Normal Hours of Work**

#### **(a) Adjustment to Clients Needs**

KSCS is a client driven organization. As a result, our delivery of services is determined by client needs. Therefore, KSCS shall determine hours of work that are responsive to the client's needs and that may differ between personnel, job classifications and program service delivery.

#### **(b) Timesheets**

All KSCS employees are required to complete and submit timesheets to their respective immediate supervisor/manager in a timely manner.

#### **(c) Normal Operating Hours**

Subject to client needs and to unforeseen circumstances, the normal operating hours of KSCS shall be from 8:00 a.m. to 10:00 p.m., Monday to Thursday; and Friday from 8:00 a.m. to 8:30 p.m. Managers shall adjust the delivery of services and work schedules based on client needs. This is not reflective of all of our facilities and hours of operations for those facilities.

#### **(d) Normal Hours of Work**

The normal hours of work, which may vary according to the position being filled, are to be worked normally over a 5-day period, exclusive of meal periods. This is not reflective of all of our facilities and hours of operations for those facilities.

#### **(e) Minimum Call-In Pay for Sporadic Employees**

A sporadic employee who reports for work at the call of KSCS is entitled to wages for not less than 3 hours of work at the employee's regular rate of pay, whether or not the employee is asked to do any work after so reporting.

#### **(f) Emergency Working Hours**

KSCS employees are required to respond to a community emergency, regardless of the day and time of day or night, after the Executive Director has determined an emergency response is required.

#### **(g) Meal, Rest Periods and Weekly Days Off**

Unless circumstances mandate otherwise, the weekly work schedule will allow for:

- (i) a 1-hour unpaid meal period daily; however, and whenever applicable, the employee shall be deemed to be at work and be paid for that portion of the meal period during which the employee is compelled not to leave his work station (a) at the specific request of his supervisor or (b) because of client service that needs to be attended to immediately;
- (ii) two 15-minute paid rest periods that should be taken separately during each half of the daily hours of work; unused rest periods cannot be banked for time off;
- (iii) 2 days of rest in every 7-day period.

**(h) KSCS Global Events**

KSCS sponsored events such as, but not limited to, community conferences and workshops, fairs, etc., shall be considered as part of the normal hours of work. Each manager will be responsible for evenly assigning employees at such events, whether during evenings or weekends.

**(i) Travel Time**

*Meetings:* where travel time is required to attend work meetings after hours or on weekends, flexible time shall be accumulated

*Training, conferences and workshops:* where travel time is required to attend trainings, conferences and workshops, flexible time must be approved on the Training Request Form/ROA.

**(j) External/Internal Board and Committee Meetings**

Time spent by an employee, appointed as an official representative of KSCS for the purpose of attending work-related external/internal board or committee meetings or community organizations, shall be considered as part of his normal hours of work, subject to KSCS determining the reporting requirements relative thereto.

**9.2 Flexible Time****(a) Continuity of Services**

Due to the particular nature of KSCS' mission and activities and the continuity of its services (including during a community emergency), a supervisor may require an employee to work:

- more than the normal daily or weekly hours of work;
- flexible schedule;
- on Saturdays, Sundays or on general holidays;
- on rotating work schedules.

Flexible hours and work hours within a given work week should not exceed 40 hours. Flexible hours accrued in excess of 40 hours in a given work week will be earned at time and a half and are not to exceed 48 hours.

**(b) Flexible/Compensatory Time**

An employee who justifiably exceeds his normal hours of work – without, however, exceeding 40 hours in a given week – shall record such excess hours on his time sheet and be granted equal flexible time (i.e. 1 excess hour of work = 1 hour of flexible time) instead of monetary compensation. This flexible time may be taken in compensatory time off, in whichever situation occurs first:

- (i) as soon as professionally appropriate, or
- (ii) as soon as 13 excess hours of work have been accumulated, or
- (iii) no later than 6 weeks after such excess hours have been worked.

Compensatory time off must have prior approval of the immediate supervisor. Flexible time not taken off in accordance with the preceding shall be lost unless the employee makes arrangements in advance with his immediate supervisor to determine when such compensatory time off shall be taken. Such arrangements must be reduced to writing by completing a ROA.

**(c) Overtime Hours**

In the event work hours and flexible hours exceed 40 hours in a given work week the employee would be entitled to time and a half for each hour in excess. This time will be considered overtime hours and recorded on his timesheet as such. This time will be taken as additional flexible time (equivalent to the overtime worked plus 50%).

Annual vacation and general holidays are considered days worked for the purposes of calculating overtime.

Managers are not entitled to overtime hours but may record additional time as normal flexible time.

**(d) Flexible Time and Termination**

In case of termination of employment, any flexible time accumulated will be paid out.

**9.3 Emergency Response**

KSCS has always and will continue to support our employees who volunteer to support the Kahnawake Fire Brigade (KFB) emergency operations and training opportunities. Supervisors will ensure their staff is fully briefed of the following:

**(a) Emergency Calls**

- KSCS will support volunteer fire fighters and ambulance technicians such that if they receive an emergency call during working hours, assuming it does not detrimentally affect KSCS operations, they will be allowed to record the time responding as normal work hours according to their normal work schedule.
- In the event of an injury while volunteering, the KFB will be responsible for the coordination of Mohawk Self Insurance benefits.
- Given that it is a volunteer service, KSCS will not support volunteer fire fighters and ambulance technicians to accumulate flexible time (in their volunteer capacity) to attend to emergencies or training during non-work hours.
- In the event a community emergency is declared by the Community Protection Unit, the priority of duties and obligations of employees will be determined by their immediate supervisor (i.e. KSCS responsibilities vs. KFB responsibilities) depending on the needs of KSCS and the community.

**(b) Training**

- KSCS will support volunteer fire fighters and ambulance technicians to attend required training during KSCS regular working hours as work time, with an official letter from the KFB requesting their participation. Upon submission of a training request, the immediate supervisor must assess and approve, ensuring it does not adversely affect KSCS operations.

**(c) Return to Work**

- Given that the job of a fire fighter and ambulance technician could be very stressful and exhausting, the employee must take this into account to determine his ability to perform his job at KSCS after responding to an emergency call. The employee must consult with his immediate

supervisor to ensure fitness for duty at KSCS and that the resumption of his functions would not otherwise negatively impact KSCS operations and client service.

- Employees must report the number of work hours spent responding to calls and attending training using the KSCS timesheets.



**Payment of Salary**

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## **10. Payment of Salary**

### **10.1 Written Confirmation**

The employee's salary and, if applicable, any additional remuneration shall be specified in writing at hire and at the time of any subsequent modification.

### **10.2 Periodic Payment**

The employee's salary and, if applicable, any additional remuneration shall normally be paid once a week, on the regular pay-day established by KSCS.

### **10.3 Substitute Day**

Should the regular pay-day fall on a non-working day, the payment shall normally be effected on the preceding working day if possible, but no later than the next following working day.

### **10.4 Transfer to Account**

Payment of the salary shall normally be made by transfer to the bank or Caisse Populaire account designated by the employee.

### **10.5 Deductions at Source**

Deductions at source shall be made in accordance with the applicable legislation or a court order. Additional deductions shall also be made for set-off purposes, compulsory employee benefit programs, or whenever authorized in writing by the employee. Those employees with Indian status under the *Indian Act* are required to provide a copy of their Certificate of Indian Status in order to be exempt from deductions at source.

### **10.6 Salary Determination**

Salary shall be determined as per the KSCS Compensation Policy.



**Group Employee Benefits**

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## **11. Group Employee Benefits**

### **11.1 Health Insurance**

Any eligible employee is required to participate in, and contribute to, the group health insurance plan to which KSCS may subscribe and contribute from time to time.

### **11.2 Pension Plan**

Any eligible employee is required to participate in, and contribute to, the group pension plan to which KSCS is a member. Eligibility and participation requirements are outlined in the Pension Policy.

### **11.3 Mohawk Self Insurance**

All employees of KSCS are covered for work-related injuries/illnesses under Mohawk Self Insurance (MSI). Premiums are covered by KSCS.

### **11.4 Quebec Parental Insurance Plan (QPIP)**

All employees are required by law to contribute to QPIP.

### **11.5 Employment Insurance (EI)**

All employees are required by law to contribute to EI.

### **11.6 Employee Assistance Program (EAP)**

All KSCS employees are eligible to access EAP Services as per standard operating procedures. Premiums are covered by KSCS.

### **11.7 Retirement Bonus**

All regular full-time and part-time employees may receive a retirement bonus as outlined in the KSCS Retirement Compensation Policy.

### **11.8 Other Benefits**

KSCS reserves the right to offer or sponsor, from time to time, other employee benefits as it may deem appropriate in the employment context.

**Annual Vacation**

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## **12. Annual Vacation**

At KSCS we recognize the importance of providing employees with time for rest and relaxation, and we fully encourage everyone to get this rest by taking all his vacation time in accordance with the following.

### **12.1 Regular Full-Time Employees**

#### **(a) Less Than 10 Years of Service**

The regular full-time employee with less than 10 years of uninterrupted service shall earn paid annual vacation at the rate of 1.66 days per month of active service up to a maximum of 20 working days to be used during the employee's current year of service.

#### **(b) After 10 Years of Service**

In recognition of long-standing loyal service to KSCS, after completing 10 anniversary years of uninterrupted service as a full-time or part-time employee, the latter shall earn paid annual vacation at the rate of 2.08 days per month up to a maximum of 25 working days to be used within the employee's eleventh year of service.

Employees qualify for 25 days of vacation, under the following criteria:

- the combination of contract full-time employment and regular full-time employment amounts to 10 years of service on an uninterrupted basis;
- the combination of contract part-time employment and regular part-time employment amounts to 10 years of service on an uninterrupted basis, on a pro rata basis

Part-time employees who move to full-time positions, for the purpose of vacation entitlement, will have their years of service pro-rated and calculated in consultation with administration and this will be reflected in the contract amendments.

### **12.2 Regular Part-Time Employees**

The regular part-time employee shall earn paid annual vacation days on a pro rata basis in accordance with his hours of work.

### **12.3 Contract Employees**

Every contract full-time, contract part-time and contract sporadic employee will receive 4% of his wages in lieu of annual vacation upon the termination of his employment contract, but in any event no later than 12 months after the beginning of his employment.

### **12.4 Planning Vacation**

Vacation will be scheduled in advance by taking into account the preference of the employees to the extent adequate service to clients and availability of qualified replacement personnel will permit. The employee is required to pre-plan his annual vacation in writing at the beginning of his anniversary year with his immediate supervisor and any modifications to this annual vacation plan must be within at least 4 weeks' notice in writing of the intended time off. No more than 3 consecutive weeks of time off may be taken in a stretch for annual vacation, including when combined with wellness and/or flexible time.

During peak vacation time, management has the responsibility to ensure sufficient staff resources are available for service delivery while providing equitable opportunity for vacation.

**12.5 Anticipation of Annual Vacation and Off-Set**

The regular employee can anticipate the paid annual vacation days that he is expected to earn during his current year of service. In case of termination of employment, any paid annual vacation taken in excess of the employee's entitlement can be off-set against any monies owed by KSCS to the employee. Conversely, the regular employee will be paid for all unused earned annual vacation days upon the termination of his employment.

**12.6 Carry-Over of Annual Vacation**

Under special circumstances and subject to prior arrangement with his immediate supervisor, which arrangement must be evidenced by completing a ROA, a regular employee's annual vacation, up to a maximum of 2 weeks, may be carried over and taken during the 3-month period immediately following the employee's year of service during which it was earned.

**12.7 General Holiday During Annual Vacation**

When one or more general holidays occur during the regular employee's annual vacation, such vacation will be extended by one working day for each such holiday, and the employee will be paid the wages to which he is entitled for any such holiday.



**Attendance and Personal Wellness Days**

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## **13. 13. Attendance and Personal Wellness Days**

### **13.1 Reporting for Work**

To ensure service delivery is not compromised, any tardiness in reporting to work and any absence from work requires notification and approval from the employee's immediate supervisor. The employee will plan with the immediate supervisor and team to ensure coverage is maintained. Should the employee be prevented from doing so because of last minute legitimate unforeseen circumstances, his immediate supervisor must be advised without delay of the reason and expected duration of the tardiness or absence.

If so requested, the employee shall provide his immediate supervisor with sufficient evidence attesting to the reasons and duration of his tardiness or absence.

### **13.2 Definition and Usage of Wellness Days**

Wellness days are to be used during the current year of service whenever the employee is unable to perform his duties due to illness or injury or wishes to attend self-care for himself.

### **13.3 Accrual of Wellness Days**

All regular and contract full-time employees shall accrue wellness days at the rate of 1.25 days per month of active service up to a maximum of 15 working days per year of service.

All regular and contract part-time employees shall accrue wellness days at the same rate on a pro rata basis in accordance with their hours of work.

### **13.4 Planning Wellness Days**

If possible, an employee can anticipate wellness days that are expected to accrue during his current year of service and plan with his immediate supervisor to schedule them.

The employee shall be entitled to use a maximum of 3 consecutive working days at a time for wellness with notification and approval of his immediate supervisor. On the fourth day the immediate supervisor may request an official medical certificate.

### **13.5 Crediting Unused Wellness Days**

At the end of a regular employee's anniversary year any unused wellness days will be carried over at 50% value to be recorded as wellness days in his next anniversary year.

At the end of a definite term contract, unused wellness days will not be paid out at the end of the contract.

### **13.6 Employee to Assist and Advise**

The employee shall make every effort to assist in his own rehabilitation and return to work as quickly as possible. He shall regularly advise his immediate supervisor of his progress and expected date of return to work.



**13.7 Examinations or Tests**

KSCS reserves the right to have the employee examined or tested as often as required by any qualified practitioner(s) designated by KSCS during his leave of absence or before paying any wellness days, and this whether or not the employee has initiated a claim for benefits under any health insurance plan.

**13.8 Return to Work**

Similarly, before returning to work, the employee may be required to submit to one or several examinations or tests by any qualified practitioner(s) designated by KSCS for the purpose of determining his ability to return to work and perform his duties in a satisfactory manner.

**13.9 Health Insurance Benefits**

An eligible employee may initiate a claim under the group health insurance plan available to KSCS employees. The employee is responsible for accessing, completing and submitting all required forms for health insurance benefits. Since the short-term disability coverage under the group health insurance plan does provide for a waiting period before benefits begin, the regular employee would be well-advised to save 5 wellness days and the contract employee 3 wellness days in order to continue to be remunerated during such waiting period.

**13.10 Wellness Days Upon Termination of Employment**

In case of termination of employment, any wellness days taken in excess of the employee's entitlement can be off-set against any monies owed by KSCS to the employee.

In case of termination of employment, any accrued wellness time not yet taken will not be paid out.

**13.11 No Guarantee of Employment**

Because of the nature, frequency or duration of the employee's absence(s), or changes in the delivery of its services or programs, KSCS may not be able to guarantee to the employee any specific position or continued employment within the organization, and consequently reserves the right to make any determination relative thereto.



**General Holidays**

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## 14. General Holidays

### 14.1 Paid General Holidays

All employees are entitled to 13 paid general holidays during any calendar year, such holidays to coincide with the general holidays falling within any period of their scheduled employment.

The 13 general holidays are the following:

1. New Year's Day\*\*
2. January 2\*
3. Good Friday
4. Easter Monday
5. Planting Day (Monday preceding May 25)
6. July 1 (Canada Day) or July 2 where July 1 falls on a Sunday\*\*
7. Labour Day
8. Thanksgiving Day
9. Remembrance Day\*
10. December 24 (Christmas Eve)\*
11. Christmas Day\*\*
12. Boxing Day\*
13. December 31 (New Year's Eve)\*

\*Should any of the general holidays followed by an asterisk (\*) fall on a Saturday or Sunday, the employee shall be entitled to a holiday with pay to be taken on the working day immediately preceding or following the general holiday, as determined by KSCS.

\*\*The general holidays indicated by a double asterisk (\*\*) may not be displaced, or observed on another date.

Should an employee be required to work on a general holiday, he may be offered a substitute compensatory holiday to be taken within three (3) weeks before or after that day, **or** at the discretion of KSCS, be paid his holiday indemnity plus regular wages earned for working on that holiday.

### 14.2 General Holiday Indemnity

Every full-time employee and every part-time employee shall, for each general holiday falling within any period of their scheduled employment, be paid an indemnity equal to one full day of pay.

Ex. a full-time or part-time employee will be paid 7 hours as indemnity for a general holiday falling in any given week.

Every sporadic employee shall, for each general holiday falling within any period of their scheduled employment, be paid an indemnity equal to 1/20 of the wages, excluding overtime pay, that they have earned in the 4-week period immediately preceding the week in which the general holiday occurs.

Ex. a sporadic employee having worked a total of 40 hrs in the 4 weeks preceding a general holiday will receive an indemnity equal to 2 hours for that holiday (40 x 1/20 = 2 hours).

### **14.3 Pay for Employees Required to Work on a General Holiday**

Employees required to work on a day on which they are entitled to holiday indemnity shall be paid, (i) in addition to that indemnity, (ii) wages at their normal rate for the time they work on that day plus, if applicable, (iii) any overtime premium for work performed over the normal 40-hour workweek threshold during that week (with the understanding that for the purpose of computing overtime, any general holiday with pay and any day of annual leave falling during that week will be counted as a day of work).

Note: Managers required to work on a general holiday shall, in addition to their regular pay, be granted a paid compensatory holiday of one day to be taken within 3 weeks before or after that day.

### **14.4 Attendance at Traditional Festivals/Ceremonies**

In an effort to encourage greater holistic health for our community through our promotion, prevention and wellness activities, KSCS would like to recognize and respect the right of employees to be excused from normal working activities to attend and to participate in Kanien'kehá:ka Traditional Festivals/Ceremonies – Kanonhsionni'on:we Tehontenonhwera:tons – observance of the Traditional Festivals/Ceremonies will be paid to employees only if they are regularly scheduled to work on the days upon which the Traditional Festivals/Ceremonies fall, up to a maximum of 6 days per year.

Traditional Festival/Ceremony days are not designated organizational paid holidays as described in subsection 14.1, and KSCS must remain operational during these times. Attending Traditional Festivals/Ceremonies will not affect existing statutory holidays or the employee's vacation or wellness time. This allowance may not be carried over, paid out or used at non-festival times.

In order to attend, all full-time and part-time employees must submit a written request to their immediate supervisor at least 4 weeks prior to the Traditional Festival/Ceremony. Submitting a request does not guarantee approval; the immediate supervisor must determine if there are sufficient staff members available in the service area to carry out normal operations during the employee's absence. Given that this day would otherwise be considered a normal work day, if an employee's participation in a Traditional Festival/Ceremony is concluded by 12:00 p.m., that employee will be expected to return to work for the remainder of the work day.

### **14.5 Religious Holidays Other Than Identified**

The full-time and part-time employee practicing a religious creed, which celebrates holidays, other than identified in subsections 14.1 and 14.4, can take time off to attend religious ceremonies, festivals or holidays; management shall predetermine the days from the 13 general holidays that can be substituted as work days.

If an employee requires additional time off as per the above, a written request to their immediate supervisor must be submitted at least 4 weeks prior to determine how that additional time will be made up such as:

- (i) use of a wellness day;
- (ii) use of flex time;
- (iii) work on a general holiday, at normal rate of pay, in exchange for compensatory time off;
- (iv) days off without pay.



**Special Leaves of Absence**

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## **15. Special Leaves of Absence**

### **15.1 Application of Personnel Policy While on Leave**

While on a leave of absence the employee continues to be subject to this Personnel Policy and is responsible to make arrangements for all benefits management (vacation, wellness, loans, group insurance and pension).

### **15.2 Bereavement Leave**

In the event of the death of a member of his immediate family, an employee shall be entitled to ten (10) consecutive calendar days bereavement leave, with pay for the working days, to be taken during the period coinciding with the day of the death until and including the Ten Day Death Feast.

“Immediate family” members include current spouse or common-law partner, children, foster children, mother, father, brothers, sisters, grandparents, grandchildren, mother-in-law, father-in-law, sons-in-law, daughters-in-law and include step categories and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

In this subsection “common-law partner” means:

- (i) a person who has been cohabiting with an individual in a de facto union for one year; or
- (ii) who has been cohabiting with an individual in a de facto union and are the parents of the same child.

In the event of the death of a member of his extended family, the employee shall be entitled to two (2) days bereavement leave, with pay for the working days, to be taken during the period coinciding with the day of the death until and including the day of the Ten Day Death Feast.

“Extended family” members include aunts, uncles, nephews, nieces, children of aunts and uncles, brothers-in-law, sisters-in-law, parent of an employee’s child.

Where warranted, additional travel time, to the extent of one (1) extra day without loss of pay, should travel exceed 240 km, may be granted to the employee subject to prior authorization of the employee’s immediate supervisor.

Upon consultation with HR, the immediate supervisor may apply some discretion when interpreting the definition of an immediate or extended family member, and to adjust the schedule of the bereavement leave for special circumstances.

The employee who requires additional time for bereavement is required to make arrangements in advance with his immediate supervisor to determine how such additional time will be made up.

### **15.3 Maternity, Adoption, Paternity, Parental and Family/Compassionate Care Leaves**

KSCS grants to employees unpaid leaves of absence for maternity, paternity, adoption, parental and family/compassionate care, this within the prescribed timeframes offered through government legislation. Any additional requests for time off must be submitted through a ROA.

Quebec Parental Insurance Plan: the employee is responsible to apply for maternity, paternity, adoption or parental benefits under the QPIP.



Group Insurance Plan: an employee's participation in the group insurance plan shall not be affected by the absence from work, subject to the regular payment of the contributions payable under that plan.

Pension Plan: when the leave commences the employee has the option to make contributions to the pension plan of any amount not to exceed 5% of his annual salary, during the period of leave. KSCS will add the employer's contribution based on the amount received from employee. The employee is credited with years of service proportionate to the total contributions paid during the fiscal year. If the employee does not pay into the pension plan during his leave, KSCS will not contribute the employer's portion to the pension plan. The employee will only be credited with years of service proportionate to total contributions made during active employment.

Continued Service: the years of service of the employee who takes a leave of absence for maternity, paternity, adoption, parental and family/compassionate care shall accumulate during the entire period of the leave and the employment shall be deemed to be continuous towards the years of service.

Wellness Days and Annual Vacation: wellness days and annual vacation will not be earned during an unpaid leave of absence for maternity, paternity, adoption, parental and family/compassionate care.

### **Regular Maternity Leave**

A pregnant employee is entitled to an unpaid leave of absence of a maximum 18 consecutive weeks. The employee may spread the maternity leave as she wishes before or after the expected date of delivery. However, the maternity leave shall not begin before the 16<sup>th</sup> week preceding the expected date of delivery and shall not end later than 18 weeks after the week of delivery.

The regular maternity leave may be taken after giving advance written notice of not less than 3 weeks, stating the date on which the leave will begin and the date on which the employee will return to work. The notice must be accompanied with a medical certificate or a written report signed by a midwife attesting to the pregnancy and the expected date of delivery. The notice may be of less than 3 weeks if the medical certificate attests that the employee needs to stop working within a shorter time.

### **Advance Maternity Leave**

Where there is a risk of termination of pregnancy or a risk to the health of the mother or the unborn child, caused by the pregnancy and requiring a work stoppage, the employee is entitled to a special unpaid maternity leave for the duration indicated in the medical certificate attesting the existing risk and indicating the expected date of delivery.

The leave is deemed to be the regular maternity leave from the beginning of the 4<sup>th</sup> week preceding the expected date of delivery.

### **Premature Termination of Pregnancy Leave**

Where there is a termination of pregnancy before the beginning of the 20<sup>th</sup> week preceding the expected date of delivery, the employee is entitled to an unpaid special maternity leave for a period of no longer than 3 weeks, unless a medical certificate attests that the employee needs an extended leave.

If the termination of pregnancy occurs in or after the 20<sup>th</sup> week, the employee is entitled to an unpaid maternity leave of a maximum duration of 18 consecutive weeks beginning from the week of the event.

In the case of a termination of pregnancy or a premature birth, the employee must, as soon as possible, give written notice informing KSCS of the event and the expected date of return to work, accompanied with a medical certificate attesting to the event.

### **Special Birth or Adoption Leave**

Both parents may be absent from work for 5 days, with the first 2 days being paid:

- at the time of the birth or adoption of a child;
- when an interruption of pregnancy occurs starting from the 20<sup>th</sup> week.

If the mother is already on maternity leave, she cannot profit from this leave.

The employee must take the leave in the 15 days following the child's arrival at home or the termination of pregnancy. This leave may be divided into days if the employee requests it. These days may in turn be divided if the immediate supervisor gives his consent. In all cases, the employee must notify his immediate supervisor of his absence as soon as possible.

### **Paternity Leave**

An employee is entitled to an unpaid paternity leave for a period of no longer than 5 weeks on the birth of his child. The leave shall not begin before the week of the birth and shall not end later than 52 weeks after the week of the birth. The employee must give notice of not less than 3 weeks, stating the expected date of the leave and that of the return to work.

### **Parental Leave**

The father and the mother of a newborn child, and a person who adopts a child, are entitled to an unpaid parental leave for a period no longer than 52 consecutive weeks.

The parental leave may not begin before the week the child is born or, in the case of adoption, the week the child is entrusted to the employee. It shall end not later than 70 weeks after the birth or, in the case of adoption, 70 weeks after the child was entrusted to the employee.

Parental leave may be taken after giving notice of not less than 3 weeks, stating the date on which the leave will begin and the date on which the employee will return to work. However, the notice may be shorter if the employee must stay with the newborn or newly adopted child, or with the mother, because of the state of health of the child or of the mother.

### **Family/Compassionate Care Leave**

KSCS shall grant to an employee an unpaid leave to fulfil obligations relating to the care, health or education of the employee's child or the child of the employee's spouse, or because of the health of the employee's spouse, father, mother, the spouse of his father or mother, brother, sister or one of the employee's grandparents.

The employee on leave may be eligible for Employment Insurance compassionate benefits while providing care for a critically ill or injured child or family member; if eligible, the employee is personally responsible to apply for those benefits.

## **15.4 Medical Leave**

KSCS supports eligible employees through group insurance plans. Employees are required to familiarize themselves with the plan documentation provided to them at hire and during a medical leave provide all relevant documentation required by the insurer.

Wellness days and annual vacation will not be earned during the medical leave. However, the employment of the employee, upon his return to work, shall be deemed to be continuous towards the years of service.

### **15.5 Wedding or Civil Union Leave**

Subject to prior arrangement of at least 1 week in advance with his immediate supervisor, the regular full-time employee shall be granted leave of absence to attend the following:

- (i) 3 days with pay for his own wedding or civil union;
- (ii) 1 day with pay for the wedding or civil union of his child;
- (iii) 1 day without pay for the wedding or civil union of his father, mother, brother, sister or of a child of his spouse.

The regular part-time employee shall be entitled to the above-mentioned paid leaves of absence on a pro rata basis.

### **15.6 Other Personal Leave of Absence**

Subject to adequate service to clients and availability of qualified replacement personnel, and authorized through submission of a ROA, KSCS may grant to a regular employee an unpaid leave of absence of up to 1 year for other legitimate personal reasons. Wellness days and annual vacation will not be earned during the personal leave of absence. However, the employment of the employee upon his return to work shall be deemed to be continuous towards the years of service.

### **15.7 Attendance at Kanien'ke:ha'ka Language Program**

Subject to adequate service to clients and availability of qualified replacement personnel, and authorized through submission of a ROA, KSCS may grant to a regular employee an unpaid leave of absence of up to 2 years for attendance at the Kanien'ke:ha'ka Raotitiohkwa Language Program. Wellness days and annual vacation will not be earned during the personal leave of absence. However, if the leave is approved, the employment of the employee upon his return to work shall be deemed to be continuous towards the years of service.

The following applies in regard to benefits during an authorized leave hereunder:

pension plan: the employee has the option to make contributions of any amount not to exceed 5% of his annual salary, during the period of leave. KSCS will add the employer's contribution based on the amount received from the employee. The employee is credited with years of service proportionate to the total contributions paid during the fiscal year. If the employee does not pay into the pension plan during his leave, KSCS will not contribute the employer's portion to the pension plan. The employee will only be credited with years of service proportionate to total contributions made during active employment;

group insurance benefits: the employee is responsible for paying his group insurance monthly premium to ensure continued coverage thereunder.

### **15.8 Military Leave of Absence**

KSCS shall grant to a regular employee an unpaid military leave of absence to attend scheduled drills, training or active duty if so called by the Canadian or U.S. armed forces. Although unpaid, the employee may use any available paid time off during his absence.

To be granted a military leave of absence, the employee must give advance written notice of not less than 4 weeks of the date on which the absence is to begin, the reason for it and its duration. However, the notice may be shorter for serious cause, in which case the employee must notify his immediate supervisor as soon as possible.

Subject to the terms, conditions and limitations of any applicable benefits plan under which the employee is otherwise eligible, health insurance benefits shall be made available to the employee until 30 days after the military leave begins, after which period the employee will become responsible for the full costs (employer and employee contributions) of such benefits if he wishes coverage to continue. KSCS will again contribute towards the payment of the premium of the health insurance benefits upon the employee's return to work.

Subject to the above, wellness days and annual vacation will not be accrued during a military leave of absence. However, the employment of the employee upon his return to work shall be deemed to be continuous towards the years of service.

### **15.9 Court Orders, Subpoenas and Jury Duty**

For non-work related court orders, subpoenas or jury duty, KSCS shall grant employees unpaid time off. Although unpaid, the employee may use any available paid time off during his absence.

### **15.10 No Guarantee of Employment**

Because of possible changes in the delivery of its services or programs, KSCS may not be able to guarantee to the employee any specific position or continued employment within the organization, and consequently reserves the right to make any determination relative thereto during, or at the expiry of, any leave of absence.

**Protection of Employee Privacy**

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## **16. Protection of Employee Privacy**

### **16.1 No Information to Third Persons**

The employee shall be entitled to the respect of his privacy. KSCS shall not, without the consent of the employee or authorization by law, communicate personal employee information to third persons or use it for purposes that are inconsistent with the purposes for which the information was obtained.

### **16.2 Change in Personal Information**

The employee is required to notify KSCS Human Resources without delay of any changes regarding his civil or family status, residential address, telephone number and any other relevant personal information.

### **16.3 Collection, Use and Disclosure of Personal Information**

The collection, use and disclosure of personal information is subject to statutory requirements under the relevant personal information protection legislation and will be carried out in a manner that recognizes both the right of privacy of individuals with respect to their personal information and the needs of KSCS.

**Job Criteria, Filling Vacancies and  
Job Recruitment**

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## **17. Job Criteria, Filling Vacancies and Job Recruitment**

### **17.1 Job Opportunity Identification**

Based on the mission and objectives of KSCS, allocation of appropriate resources and in alignment with KSCS recruitment and retention strategies, KSCS management will identify job opportunities, with final approval by the Executive Director.

### **17.2 Selection Committee**

Once a job opportunity has been approved a selection committee comprised of management, subject matter expert(s) and Human Resources will be established for all recruitment efforts. Management is responsible for establishing the selection committee and will ensure members are knowledgeable regarding the position to be filled.

In accordance with KSCS Human Resource Recruitment Procedures, the criteria that will be considered by the selection committee will determine whether it may choose an internal or external recruitment, to the extent that qualified or "qualifiable" employees being fit for promotion, transfer, developmental opportunity or succession are available internally.

### **17.3 Internal Recruitment**

#### **Promotion**

When an employee is being raised to another position based on any combination of criteria as determined by management.

#### **Transfer**

When an employee moves from a position within an existing KSCS program to a comparable position within the same or another KSCS program. Should his probation be unsatisfactory the employee would return to his former position.

#### **Developmental Opportunity**

When a qualifiable employee is selected to occupy a position that has become temporarily vacant. Should the position become permanently vacant, the employee is deemed qualified and subject to a positive performance appraisal, the employee may be given the option to either accept transfer or promotion to such position or return to his former position.

#### **Succession**

When a qualifiable employee is identified as a potential successor within a succession plan approved by senior management and Human Resources.

### **17.4 External Recruitment**

#### **New Position**

When a new position is created KSCS should recruit by internal/external competition.

#### **Vacant Position**

When a position becomes permanently vacant the selection committee will determine whether there is a qualified, interested and available candidate from within the organization or whether KSCS should recruit by external competition.



**External Competition – Regular Employee Positions**

External competition for regular employee positions will be announced through public notice in observable places or any appropriate media for a period that may usually vary between 1 to 4 weeks.

**External Recruitment – Independent Services Contracts**

External recruitment for Independent Services Contracts will be awarded in alignment with KSCS Procurement Policy. It can be announced through public notice in observable places or any appropriate media for a period that may usually vary between 1 to 4 weeks, or Selective Recruitment as per Procurement Policy. Contract specifications will determine whether a selection committee or individual managers will review applications and make the appropriate selection. Submissions will be judged on work quality, economic viability, time constraints and any other relevant criteria.

**Selective Recruitment of Independent Services Contracts**

In special circumstances and after having consulted with managers where appropriate, KSCS may opt for selective recruitment with no public competition being conducted for the purpose of awarding contracts. Such special circumstances may include, but are not limited to, services that are only being available through one resource.

**17.5 Position Becomes Vacant Prior to Probation Completion**

Should a position become vacant before the probationary period has been successfully completed by the incumbent, KSCS reserves the right to fill the vacancy internally, or to recruit another suitable candidate from the same or other public competition.



**Performance Management, Employee  
Development and Stages**

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## **18. Performance Management, Employee Development and Stages**

### **18.1 Performance Management**

KSCS believes that each employee should know the status of his performance on the job on an on-going basis. Performance management is an essential and continuous organizational and human resources process of communicating job responsibilities, standards, priorities and expectations to ensure mutual understanding between immediate supervisor and employee.

In particular, the employee's performance management plan (or PMP) is intended to:

1. establish clear expectations, e.g. objectives and standards for the performance cycle;
2. evaluate performance against pre-established job-related criteria and provide an opportunity for feedback;
3. encourage continued successful performance;
4. encourage communication between employees and supervisors;
5. identify training and development requirements;
6. provide data for on-going and future human resource management within the organization.

The PMP applies to all employees, including regular, contract, part-time and sporadic. All supervisors are responsible for setting work expectations with employees, conducting one progress review and one annual performance review with employees whom they supervise during the performance cycle.

Employees who demonstrate inconsistent performance of job requirements, objectives and or expected behaviours will be required to enter into a Performance Improvement Plan (or PIP). The PIP will be developed where substantial improvement of an employee's performance is required, and will be regularly reviewed and evaluated by their supervisor. Failure to meet on a timely basis the expectations under the PIP may be cause for re-assignment or employment termination.

### **18.2 Employee Development**

#### **General**

KSCS may require that an employee attend professional training courses, seminars or other skill-developing activities to meet the requirements of his job.

The employee is also encouraged to acquire the knowledge of, and develop his abilities to become efficient in complementary, related or different tasks or functions relevant to KSCS' activities through career and self-development.

All training must be processed through a *Training Request Form* and approved by the employee's manager and should be related to the performance management evaluation of the employee.

#### **Types of Employee Development**

##### **Professional Development**

This means the learning experience required of an employee by KSCS. This should be supported by documentation that outlines alignment to either a succession plan or development plan relevant to KSCS' strategic direction.

The registration fee, travel and lodging expenses will be paid by KSCS should the professional development be related to professional training. Training and educational materials required by the program and not covered by Kahnawake Education will be paid by KSCS.

The employee undergoing professional development shall be considered to be at work and paid accordingly. The time required to travel to the training location will also be considered work time. Hours of work performed in excess of a full day of professional training will give rise to compensatory time off (flexible time) instead of additional compensation.

### **Career Development**

This means the learning experience related to a process of obtaining the qualifications for a position other than the one currently held by the employee. This other position must be relevant to KSCS strategic activities.

Career development requests and payment of registration fee, travel and lodging expenses, or reimbursement of the costs associated thereto, may be authorized depending on merit, relevancy, and previous identification in the employee's PMP, KSCS needs and the financial situation of the supporting KSCS program.

The employee undergoing career development shall be granted an unpaid leave of absence, requested through a ROA, and consequently will not be considered to be at work. Exception to the leave being unpaid could be made if the absence is of short duration or if substituting for the employee is not necessary.

### **Self-Development**

This means the learning experience initiated by the employee to improve his own well-being, knowledge or life experiences, which may not be relevant to KSCS' strategic activities but contributes to the KSCS vision and mission.

Self-development may be discussed and agreed upon by the employee, immediate supervisor and the manager to determine the relevancy of the training to the employee's individual training and development plan. If applicable, such an agreement must be documented by completing a Request for Training Form.

The employee undergoing self-development may be granted an unpaid leave of absence, through the use of a ROA, and consequently will not be considered to be at work.

## **18.3 Stages**

### **Employee Stage**

KSCS is committed to supporting our employees to attain higher educational levels for improving their work activities as well as increasing their professional development.

Work placements for educational purposes (a.k.a. "stages") can be included into work activities if the employee is already working within KSCS. If possible, KSCS will allow the employee to perform his stage within the organization as long as the agreed upon work placement will not interfere with his regular job.

The work placement for educational purposes will not be compensated with flex time or time off.

**Student Stage**

KSCS is committed to supporting students to attain higher educational levels in order to meet recruiting and hiring needs for KSCS. The intent is to provide first-hand experience for potential employees.

The stage is considered to be acting in the capacity of a KSCS employee and as such, subject to all policies and procedures, including the Declaration of Respect and Trust.

**Modification of Work Assignment -  
Internal/External**

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## **19. Modification of Work Assignment – Internal/External**

### **19.1 Modification of Work Assignment – Internal**

To the extent required by its programs and the delivery of services to clients, KSCS may, on a temporary or permanent basis, reassign, transfer or promote an employee within or between programs or services, in alignment with compensation policy.

### **19.2 Modification of Work Assignment – External**

#### **Inter-Organizational Temporary Transfer – Secondment**

Secondment means the detachment of an employee from his regular employer for temporary assignment to a position with, and at the request of, another organization, where the length of service of the employee continues to accumulate with the regular employer during the entire period of the detachment and where the regular employer continues to be responsible for the payment of the salary and other employee benefits under a secondment agreement with the hosting organization.

Inasmuch as an employee from another organization may be seconded to KSCS, KSCS may also loan the services of one of its employees to another organization. In the latter case, the KSCS employee shall be consulted with respect to the terms and conditions of the detachment before the secondment agreement with the hosting organization is finalized.

#### **Inter-Organizational Permanent Transfer – Within the Executive Directors Committee Organizations**

KSCS is a member organization of the Executive Directors Committee (EDC) of Kahnawake and as such has entered into an arrangement with other EDC organizations whereby the latter have agreed to mutually recognize the years of service employees have earned while in the employ of another EDC organization.

Under the terms of such arrangement, an EDC organization will recognize and credit the length of service an employee has earned with a previous EDC employer provided the transfer to the hosting organization is uninterrupted. However, while periods of casual employment, project contractual service, stage or apprenticeship cannot be considered for the purpose of establishing the length of service, persons hired under recurrent definite term contracts may have such combined duration be recognized and credited as continued length of service provided it is confirmed as such by the previous EDC employer to the hosting EDC organization.

To the extent that employee benefits that are determined on the length of service may differ from one EDC organization to another, the length of service that will be recognized and credited by the hosting organization will entitle the transferred employee to no greater benefits than those that are being enjoyed by the hosting organization's personnel with equivalent length of service.

KSCS employees are advised that the EDC arrangement referred to above is subject to being revised, supplemented, modified, suppressed or re-issued from time to time by the member organizations and, consequently, should verify with the hosting EDC organization the extent of their rights upon transfer.





**Disciplinary Action**

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## **20. Disciplinary Action**

### **20.1 General**

In the event of violation of any of the employee's obligations, KSCS may apply any of the following disciplinary measures, depending on the nature, seriousness or frequency of the violation, and any other relevant factors or circumstances:

- a verbal warning;
- a written reprimand;
- a suspension without remuneration;
- a dismissal for cause.

### **20.2 Written Notification of Verbal Warning**

When a verbal warning is warranted, the employee will be told what obligation was violated, why that obligation should not be violated and how to correct improper conduct. After having given positive reinforcement to the employee, the immediate supervisor will ensure that the employee understands the problem and will make a commitment that improvement will be made in an effort to avoid being subjected to harsher discipline the next time. The immediate supervisor shall make a written record of all verbal reprimands and insert it in the employee's personnel file.

### **20.3 Written Reprimand**

When a written reprimand is warranted, the immediate supervisor will clearly describe what obligation was violated, why that obligation should not be violated, how to correct improper conduct and emphasize the seriousness of the violation. If the written reprimand is for repeated violations, it will outline each prior violation and the counselling that the employee was given after each such violation. The reprimand will also inform the employee of the further disciplinary consequences that could possibly follow should there be any subsequent violation. The original of the reprimand will be given to the employee and a copy be inserted in the employee's personnel file.

### **20.4 Suspension Without Remuneration**

When a suspension without remuneration is warranted, the employee will receive an explanation of why he is suspended and be clearly informed of the beginning and end of the suspension and of the consequences bearing on his employment relationship should any other violation occur. The original of the suspension without remuneration notice will be given to the employee and a copy be inserted in the employee's personnel file.

While a regular employee is on suspension, all benefits shall cease for the term of the suspension, with the exception of life, accidental death and dismemberment insurance. All benefits shall cease for a contractual employee while suspended.

### **20.5 Dismissal For Cause**

KSCS may terminate the employment and dismiss the employee for cause, without giving a notice period and without paying further remuneration or compensation of whatever nature to the employee.



## Termination of Employment

## **21. Termination of Employment**

In the event of the termination of an employee, Human Resources will assist in the process.

### **21.1 Regular Employee**

At any time during the probationary period, employment may be terminated upon the expiry of a 7-day notice given by one party to the other.

After the completion of the probationary period, employment shall be terminated at any time upon the expiry of a reasonable notice period given by one party to the other.

Notwithstanding the above, KSCS may:

- (a) notify the employee that his services are no longer required effective as of a specific date and pay him an amount equivalent to the regular wages that he would have earned between such date and the expiry of the 7-day period pursuant to the first paragraph of this subsection 21.1, or expiry of the reasonable notice period to which the employee would have been entitled under the second paragraph of this subsection 21.1, as complete and final settlement of any compensation of whatever nature that he could claim as a result of the termination of his employment;
- (b) waive the notice period to be given by the employee, in which case the employment shall be terminated forthwith, such that the employee shall not be entitled to any subsequent remuneration nor to any compensation of whatever nature as a result of the termination of his employment.

### **21.2 Contract Employee**

If applicable, employment may be terminated upon the expiry of a 7-day notice given by one party to the other at any time during the probationary period.

Subject to the preceding paragraph of this subsection 21.2, employment shall terminate upon the expiry date of the term of the individual contract of employment. However, should KSCS and the employee wish to re-enter an employment relationship beyond the expiry date of the contract of employment, they shall execute a new written individual contract of employment. Should ever the employee remain in employment beyond the expiry date of the term of the original contract of employment without the parties having yet entered into a new contract of employment in writing, the original contract of employment shall not be presumed to have been renewed automatically for an indefinite term, but shall be transformed thereafter into a renewable weekly contract, under the same terms and conditions and until such time as KSCS and the employee make a final determination as regards their reemployment relationship.

Notwithstanding the expiry date of its term, the individual contract of employment may be terminated at any time prior to that expiry date upon the expiry of a 2-week notice given by one party to the other.

Notwithstanding the above, KSCS may:

- (a) notify the employee that his services are no longer required effective as of a specific date and pay him an amount equivalent to the regular wages that he would have earned between such date and the expiry of the 7-day period pursuant to the first paragraph of this subsection 21.2, or expiry of the 2 weeks' notice period to which the employee would have been entitled under the third paragraph of this subsection 21.2, as complete and final settlement of any compensation of whatever nature that he could claim as a result of the termination of his employment;

- (b) waive the notice period to be given by the employee, in which case the employment shall be terminated forthwith, such that the employee shall not be entitled to any subsequent remuneration nor to any compensation of whatever nature as a result of the termination of his employment.

### **21.3 Dismissal for Cause**

Notwithstanding any provision hereunder or in the individual contract of employment, KSCS may terminate the employment and dismiss the employee for cause, without giving a notice period and without paying further remuneration or compensation of whatever nature to the employee.

### **21.4 Retirement**

As per the KSCS Retirement Policy, an employee who decides to retire should give a reasonable notice period and submit a letter of intent to his immediate supervisor who, in turn, will notify Human Resources and the Executive Director.



**Reimbursement of Expenses and  
Travel Advances**

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## **22. Reimbursement of Expenses and Travel Advances**

Employees who incur expenses or require advances as a result of their approved professional activities must conform to the following conditions.

### **22.1 Vehicle**

#### **Use of Personal Vehicle**

Due to the particular nature of KSCS' mission and activities employees must be mobile and may be required to use their personal vehicle for professional purposes.

#### **Liability Insurance**

Before requesting that an employee use his personal vehicle for professional purposes, the immediate supervisor shall ensure that the driver is adequately protected to the extent of a minimum \$1,000,000 public liability and property damage insurance. The employee must submit proof thereof to his immediate supervisor.

#### **Kilometre Rate**

Employees who use their personal vehicle, for professional purposes at the request of their immediate supervisor, shall be reimbursed at the approved kilometre rate as it may be adjusted from time to time. No more than one round trip per day, in the town proper as defined by KSCS, will be reimbursed except if authorized differently by the immediate supervisor.

#### **Vehicle vs. Air Transportation**

Travel by vehicle or other transportation to distant locations normally accessible by air transportation must be approved by the immediate supervisor. If approved, travel time by vehicle to distant locations normally accessible by air transportation will be accounted for as annual vacation days. The reimbursement of travel expenses by vehicle or other transportation shall not exceed the airfare to such location.

#### **Rental**

Rental of a vehicle must be approved by the manager.

### **22.2 Travel Advances and Overnight Stay**

Travel arrangements are made by the executive assistant or the person designated by the Executive Director (cash advances, transportation, lodging.)

#### **Advances**

Travel advances must be itemized and pre-approved by the immediate supervisor before being presented to finance at least 10 days in advance.

#### **Lodging**

Lodging accommodations will be reimbursed at the prevailing corporate or governmental rate.

#### **Meals and Incidentals**

Personal meals will be reimbursed – no receipt required – at the approved rate as it may be adjusted from time to time.

Incidentals will be reimbursed – no receipt required – only when overnight stay is required.

#### **Telephone**

KSCS will cover the cost of one personal phone call per overnight stay not to exceed five minutes.



## **22.3 Meals**

### **Attendance outside Kahnawake**

When attending conferences or workshops outside of Kahnawake where the cost of the meal is not already included in the conference or workshop fee, employees will be reimbursed for one meal (usually lunch) at the applicable rate, subject to prior authorization by the immediate supervisor. Breakfast and supper will not be paid unless pre-authorized by the immediate supervisor.

### **Guest**

If pre-authorized by the immediate supervisor, meals bought with or on behalf of a guest within the context of KSCS professional activities will be reimbursed for the amount shown on the official receipt, up to the allowable approved maximum amount as it may be adjusted from time to time.

## **22.4 Filing Receipts**

### **Receipts**

The employee is responsible for providing official receipts for all authorized work-related expenses (except for his meals and incidentals) in order to be reimbursed.

### **Monthly Travel Expenses**

Travel expense forms must be filled and submitted for reimbursement no later than 2 weeks following the end of each calendar month. Failure to claim within those 2 weeks may result in forfeiture of claim.

### **Trip**

Employees must submit their itemized travel claims within 5 working days after returning from their trip.



**Concern Resolution and Conflict Management**

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## **23. Concern Resolution and Conflict Management**

Concerns and conflicts may arise in the workplace whenever the real or perceived interests, priorities, needs, comprehension or values of those KSCS stakeholders involved – be they employees, clients and other users, partners and visitors – interfere with one another. Although disruptive at first, concerns and conflicts may possibly present opportunities for resolution and improvement.

All KSCS employees are encouraged to take personal responsibility to address concerns and conflicts fairly, consistently, diligently, timely and within the proper channels to prevent escalation to a formal complaint.

Except for harassment issues that are being addressed under Section 5 (“Anti-Harassment Policy Statement and Complaint Process”) of the Personnel Policy, all other concerns and conflicts that develop in the workplace between any of the above-mentioned KSCS stakeholders should be handled in accordance with the following.

### **23.1 Concern Resolution**

#### **Employee to Employer Concern**

Regular line of administrative supervision shall be observed for all professional and personal matters arising within the employment context. To comply with the foregoing, the employee shall direct any such matter to his immediate supervisor. In particular, should the employee consider that any particular instruction is inconsistent with current regulations or runs contrary to the interests of KSCS, he shall first address the matter with his immediate supervisor and only thereafter, if needed, he may bring it to the attention of the next level of management.

#### **Employee to Employee Concern**

If an employee has a concern regarding another employee’s performance or behaviour, prior to filing a formal complaint, the employee must first address the issue in a respectful manner with his fellow employee. To the extent possible, the supervisors for these employees should be consulted in this process.

#### **Stakeholder to Employee Concern**

If a stakeholder, whether a client, user, partner or visitor of KSCS, has a concern regarding an employee’s behaviour or performance, he will be requested to communicate this concern with the immediate supervisor of the employee.

The immediate supervisor will contact the stakeholder to gather any necessary facts and complete a complaint form. The employee will be informed that a complaint has been filed against him and of the nature of the complaint. If the complaint is founded, the immediate supervisor will apply and document the appropriate disciplinary or administrative (or both) measure(s). The immediate supervisor will inform the complainant in writing whether the complaint was founded or unfounded and has been addressed, and will file a copy in the employee’s personnel file. In the event the complainant is not satisfied, the latter can be directed to the next level of management.

#### **Employee to Stakeholder Concern**

An employee has the right to file a complaint if he feels that he has been unfairly treated or subjected to abuse by a stakeholder. The employee will file a complaint with his immediate supervisor.

The stakeholder will be informed that a complaint has been filed against him and the nature of the complaint. The immediate supervisor will assist in coordinating an investigation into the complaint. If the complaint is founded, the immediate supervisor will apply and document appropriate measures and other interventions. The immediate supervisor will inform the employee in writing whether the complaint was founded or unfounded and has been addressed with a copy filed in the employee's personnel file. In the event the complaint is against a client, a contact note will be entered into the client's file documenting that a complaint was filed, whether the complaint was founded or unfounded, that it has been addressed and that a copy of the report has been filed in the employee's personnel file.

## **23.2 Conflict Management**

An employee having a complaint that has not been resolved to his satisfaction pursuant to subsection 23.1 ("Concern Resolution") may file a grievance in accordance with the following procedure for either one, or a combination, of the following 4 reasons:

- (i) a procedural error has occurred under the "Concern Resolution" process; or
- (ii) a conflict of interest existed within the "Concern Resolution" process; or
- (iii) the decision made under the "Concern Resolution" process is inconsistent with the Personnel Policy; or
- (iv) the decision made under the "Concern Resolution" process is not equitable with regard to other decisions made in a similar context.

### **Grievance Step 1 – Appeal to Immediate Supervisor**

The employee shall present his immediate supervisor with his appeal in writing within 10 working days from the occurrence of the event giving rise to the appeal, or within 10 working days of the knowledge thereof by the employee, but in all cases no more than 2 months from the event.

The written appeal must contain a detailed recital of the facts and specific reasons why the immediate supervisor should review his initial decision, based on either one, or a combination, of the 4 above-listed reasons.

The immediate supervisor has 10 working days to review his initial decision and respond in writing to the written appeal. This time period may be extended upon agreement of the employee and immediate supervisor.

### **Grievance Step 2 – Review by Next Level of Management**

If dissatisfied with his immediate supervisor's findings under step 1 of the grievance procedure, the employee may present his appeal in writing to the next level of management within 10 working days from receiving the response from his immediate supervisor.

The written appeal before the next level of management must indicate the detailed reasons why the immediate supervisor's decision under step 1 of the grievance procedure should be revised.

The next level of management must review the appeal and render a decision in writing within 10 working days from its receipt. This time period may be extended upon agreement of the employee and the next level of management.

### **Grievance Step 3 – Final Decision by the Executive Director**

Should the employee be dissatisfied with the outcome of step 2 of the grievance procedure he may bring his appeal for final decision to the Executive Director under Step 3 of the grievance procedure, this within 10 working days from receiving the response from the next level of management.

The Executive Director will review the appeal to determine if a procedural error has occurred, a conflict of interest existed within the decision making process or to review the request to determine whether the decision made was inconsistent with the Personnel Policy or not equitable to other decisions made.

The Executive Director may require an appeal committee to be formed to investigate the decision. The Executive Director will delegate Human Resources to convene an appeal committee comprised of 2 members of management and Human Resources personnel, exclusive of the management involved in Step 1 and Step 2 of the grievance procedure to review the decision.

The appeal committee may interview the employee and any other person that is involved. The appeal committee will render its recommendation to the Executive Director within 15 working days of being convened. This time period may be extended upon agreement of the employee and the appeal committee.

The Executive Director will have 15 working days from the appeal or, if an appeal committee is convened, 20 working days from the last convening date to review the decision of the next level of management and render a final decision on the matter. This time period may be extended upon agreement of the employee and the Executive Director.





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