

Human Resources Policy Manual

Policy Identifier (Number or place in structure of the Policy Book)

Approved by Council on June 17, 2026

Effective Date: July 1, 2026

Table of Contents

Section 1. Introduction	2
Section 2. Scope.....	2
Section 3. Principles and Intent	3
Section 4. Policy Core Objectives.....	4
Section 5. Definitions	4
Section 6. Policy Provisions	5
A. Code of Conduct.....	5
B. Recruitment and Selection.....	10
C. On-Boarding and Off-Boarding.....	18
D. Hours of Work.....	19
E. Statutory Holidays	25
F. Remote Worker Policy	26
G. Leave of Absence (Paid)	28
H. Leave of absence (Unpaid)	32
I. Compensation	42
J. Employee Benefits.....	47
K. Health, Medical and Pension Benefits	49
L. Employee Performance and Development.....	50
M. Resolution of Workplace Issues.....	52
N. Progressive Discipline and Termination	54
O. Whistleblower Policy	57

Section 1. Introduction

Policies, processes and procedures are essential for any organization. Together, the policies in the Human Resources Policy Manual (Manual or Policy) provide a roadmap for day-to-day operations, ensure compliance with laws and regulations, provide guidance for decision-making and streamline internal processes. They also promote transparency and consistency.

Section 2. Scope

Authority:

This Policy was issued under the authority of the Chief and Council meeting held on Month Day, Year.

Policy Amendment Record:

The Vuntut Gwitchin First Nation (VGFN) Chief and Council will review and approve revisions to the Manual. All changes shall be communicated to VGFN employees

POLICY (Section)	DETAILS OF CHANGE	DATE
Full document	A one-year assessment with edits and minor policy changes (original document had considerable carry-forward policies that were deemed necessary for change; some policies were updated to provide more support and clarity to employees); approved by Executive Director.	December 16, 2022
Various Benefits	Assessed and updated by Council.	January 20, 2023
Added Section D.6 Flexible Work Arrangements, D.7 Compressed Work Week, D.8 Flex Time, and D.9 Averaging Hours Arrangements	Provides options for flexible work arrangements for VGFN employees.	June 7, 2024
B.9 Relocation Expenses	Increased the amount of moving expense allowance for moves to Old Crow from 800 pounds of household effects to 1500 pounds to be on par with employees moving to Whitehorse.	June 7, 2024
Narrative Context	Added Definitions.	June 7, 2024
D.1 Standard Work Week and Hours of Operation	Added additional standard work week structures.	June 7, 2024
I.10 Managerial Banked Time and Leave	Increased managerial leave from 5 days to 12 days.	June 7, 2024
D.5 Annual Christmas Break	Clarified that employees are paid during the annual Christmas break.	November 21, 2024
I.12 Staffing for Business Continuity During Operational Closures	Detailed compensation for permanent employees who are required to work during unplanned and planned closures.	November 21, 2024
J.4 Housing Benefits	Added a one-time housing benefit for employees moving into private homes.	November 21, 2024
Definitions	Added definition of 'Citizen' and some modifications to Child, Council Resolution,	

	Executive Director, Family Member and Management Committee.	
B.9 Relocation Expenses	Increased of moving expense allowance from 1500 to 2500.	July 1, 2026
B.10 Student Employment	Increase from six to eight weeks for summer students	
F.1. Who this Policy Applies to	Clarified application of per diem for employee travel to Old Crow.	July 1, 2026
I.5. Salary Increases and Performance Based Merit Increases	Added clear standards for performance-based pay increases	July 1, 2026
I.6 Annual Bonuses	Added annual bonuses.	July 1, 2026
I.14 Pay Advances	Added level of supervisor and Director approval for submittal of pay advance requests	
J.6. Maternity/Parental Leave Top-Up Allowance	Added Maternity/Parental leave top-up allowance.	July 1, 2026
O. Whistleblower Policy	Amended process for complaints.	July 1, 2026

Application:

All VGFN positions responsible for managing employees are accountable for the interpretation and consistent application of this Policy. Any recommendations for revisions must be made through the Human Resources Director and Executive Director.

Upon review of the Manual, employees will be asked to confirm an acknowledgement to indicate that they have read, accept and will abide by the terms contained in the Manual. Acceptance of these terms is a condition of employment with VGFN.

Any questions or concerns relating to the terms of the Manual may be directed to an employee's supervisor, and if further clarification is required, the supervisor will consult with the Human Resources Director.

Any exceptions to the administration of these approved policies must be approved by the Executive Director.

When a conflict arises between the Manual and the VGFN Constitution and Laws, the VGFN Constitution and Laws will prevail.

All issues associated with these policies will be compiled by the Human Resources Director and will be reviewed by the Executive Director.

Section 3. Principles and Intent

Rules and procedures are in place to support an efficient and productive workplace. They are designed to support a culture of respect, cooperation, client service, value and satisfaction.

VGFN may unilaterally introduce, vary, remove or replace any portion of the Manual at any time.

Terms and conditions of employment that are intended to be contractual are set out in an employee's employment contract and such terms will take priority over the policies in this Manual, where the two are not consistent.

All employees are required to be familiar with the Manual and made aware how to use it as a resource document. A copy of the Manual will be made accessible to all employees.

Section 4. Policy Core Objectives

All employees are required to follow the approved policies. Non-adherence may result in discipline up to and including termination of employment depending on the severity of the situation, as determined by VGFN.

Section 5. Definitions

“Casual List” means a list of individuals pre-qualified to take on short term work assignments that is managed by the Human Resources Director.

“Chief” means the leader of Vuntut Gwitchin First Nation chosen by the voting Citizens in a duly held election.

“Child” means a person who is age eighteen (18) years and under.

“Citizen” means a Citizen of Vuntut Gwitchin First Nation as defined in the Constitution.

“Council” means the Council of the Vuntut Gwitchin First Nation chosen by the voting Citizens in a duly held election.

“Council Resolution” means a Resolution that has been approved by a quorum vote of Council present at a Council meeting.

“Executive Director” means the non-elected senior representative of VGFN’s administration as appointed by Council.

“Family member” means

- the employee's spouse or common-law partner (a person who has been cohabiting with an individual in a conjugal relationship for at least one year);
- the employee's father and mother and the spouse or common-law partner of the father or mother;
- the employee's foster father and foster mother;
- the employee's children and the children, grandchildren, brothers and sisters of the employee's spouse or common-law partner;
- the spouse of common law partner of the employee's children;
- a child to whom the employee or the employee's spouse or common-law spouse acted as foster parents, under the laws in force in each province;
- the employee's grandchildren;
- the employee's brothers and sisters and spouse or common-law partner of the employee's brothers and sisters;
- the employee's nieces and nephews and the spouse or common-law partner of the employee's nieces and nephews;
- the employee's aunts and uncles and the spouse or common-law partner of the employee's aunts and uncles;
- the grandfather and grandmother of the employee;
- the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother;
- any relative of the employee who resides permanently with the employee or with whom the employee permanently resides;
- a person under the guardianship or care of the employee or the employee's spouse or common-law partner; and,
- a person who is entirely or substantially dependent on the employee or the employee's spouse or common-law partner for ongoing care and attention.

“Management Committee” means a group selected from senior leadership and Council that provides oversight of Vuntut Gwitchin First Nation's financial management, human resources, and all other department activities.

“Parent” means, with respect to a child, a person who, in law is a parent of the child, has custody of the child, is the

guardian of the child, is a person who has decision-making responsibility, as defined in the Divorce Act, in respect of the child, or is the person with whom the child is placed for the purposes of adoption under the laws governing adoption in the territory in which the person resides.

Section 6. Policy Provisions

A. Code of Conduct

1. Overview

At VGFN we require that all employees conduct themselves according to the highest standards of ethics, integrity, and behaviour when dealing with our co-workers, Citizens, clients, the community and other partners. This includes, but is not limited to, full compliance with all legal obligations. This Code of Conduct (“Code”) establishes the standards of behaviour that must be met by all employees. Where these standards are not met, appropriate disciplinary action will be taken and in cases where the breach involves serious misconduct, this may result in dismissal. In cases where a breach of the Policy involves a breach of any law, then the relevant authorities or police may be notified.

2. Implementation and Administration

The purpose of this Policy is to make it clear what VGFN expects from its employees. Employees are required to be familiar with and comply with the terms of this Code at all times. Failure to do so may result in disciplinary action, including potential termination of employment.

All levels of management will ensure the Code is implemented and administered, and that any reported or suspected violations are investigated. When necessary, corrective action will be implemented to ensure compliance with the Code.

3. Standards of Conduct

The standards expected of employees include:

Compliance and Devotion

- Compliance with all relevant laws, VGFN policies, processes, procedures, rules, regulations and contracts. Where legislation conflicts, legislation prevails.
- Compliance with all reasonable and lawful instructions given by or on behalf of VGFN.
- To not discriminate on the basis of personal characteristics including (but not limited to) sex, race, disability, pregnancy, age, marital status or sexual orientation.
- Devotion of the employee’s entire time, attention and skill during normal working hours and at other times as reasonably necessary for the employee to perform their duties.
- To be faithful, diligent and actively pursue VGFN’s best interests at all times.
- To not make any statements to the media about VGFN’s business, unless expressly authorized to do so (requests for media statements should be referred to the Executive Director who will guide the request to the appropriate channels).
- To work in a safe and compliant manner, and to observe all workplace health and safety rules and responsibilities.
- To ensure and maintain punctuality.
- To respect VGFN’s property and reputation and to not engage in conduct, whether during or after work hours, that causes damage or potential damage to VGFN’s property or reputation.

- To not use, or come to work while affected by use of, prohibited drugs or alcohol.
- To disclose to your supervisor if prescribed medication, including medically prescribed cannabis, has the capability of limiting your ability to work safely.
- To dress in an appropriate manner and to ensure that appearance is presentable, clean, neat and tidy (including but not limited to wearing any uniform that is required of you by VGFN).
- To not use VGFN internet to access and/or download sexually explicit material or other offensive material.
- To not use any VGFN email to send sexually explicit or suggestive material, or other offensive or harassing material.
- To report any conduct of other workplace participants who is in breach of any of the above, without delay.
- An employee will not cause another employee, or client, to act or behave in an unethical or illegal manner, either through inducement, suggestion, or coercion.
- To not initiate or encourage reprisal action against an employee or other person who, in good faith, reports known or suspected dishonest activities.

Professionalism

- To address others in a professional and courteous manner.
- To behave in a way that upholds VGFN's guiding principles and the integrity and good reputation of VGFN.
- To be honest and fair in dealings with co-workers, management, Citizens, clients, the community and other stakeholders, and to treat them with courtesy and respect.
- To refrain from any discriminatory, bullying or harassing behaviour toward co-workers, management, Citizens, clients, the community and other stakeholders.
- To not make statements about VGFN on social media, or any other public platform, which harms VGFN's or its employees' reputation.
- To maintain both during employment and after termination of employment with VGFN, the confidentiality of any confidential information, records or other materials acquired during the course of employment.
- Will not engage in recording conversations without all party's knowledge and permission.

4. Conflict of Interest

A conflict of interest exists when an employee engages in any activity that may compromise them, another employee, VGFN, or VGFN's relationship with others. Employees must avoid situations where it can be determined their presence infers a possibility of influencing a decision.

All employees must immediately disclose any potential, perceived or actual conflict of interest (whether direct or indirect) that may give rise to a conflict with the performance of the employee's obligations to VGFN, or VGFN's business, confidential information or reputational interests – VGFN may direct employees to take action to eliminate or reduce any such conflict, and employees must comply with such directions.

Employees will not engage in any employment, including self-employment, or provide any services to any supplier, competitor, person or entity other than VGFN, except with VGFN's prior written consent.

The following are example situations (this is not an exhaustive list):

- Using one's position to affect decision making, including business with close Family members.

- Using privileged or confidential information for personal gain or the gain of others.
- Accepting or offering personal rewards in order to influence business transactions.
- Conducting business on behalf of VGFN with an enterprise in which the employee or a close relative has a personal or financial interest.
- Participating in any actions that could tend to deprive the organization of the time and attention required by employees to perform their duties properly.
- Holding another job or involved in another business if the activities interfere with the employee's job with VGFN.

At any point where the employee may be in a conflict of interest and after disclosing the situation, the employee must step out of the decision-making process or abide by the directive to do so. Failure to disclose a potential conflict of interest or engaging in a practice determined to be a conflict of interest may result in disciplinary action.

5. VGFN Privacy and Confidentiality Policy

All employees are required to respect sensitive and private information concerning the business and affairs of VGFN, including employee and client information, financial data, business and/or development plans and strategies, policy manuals and salary structures.

Information discussed during in-camera Council meetings must be kept confidential.

6. Employee Files

VGFN will adhere to all privacy legislation and will only collect information about employees for employment related purposes. It is the sole responsibility of each employee to inform VGFN of any changes in personal status that may alter their payroll or benefits status.

VGFN recognizes and respects all employees' rights to privacy and will not release confidential information about employees without authorization or as required by law. Employee information, including dates of employment, position title and performance, will be released for reference checks only with the employee's authorization.

The Human Resources Department will maintain all employee files and the Finance Department will retain only payroll related information. All files will be confidential and maintained in a secure manner and only under the written permission of the employee will any confidential information be released unless otherwise directed by law. Employees have access to their digital files stored on the human resources information and payroll system at any time; hard files at any reasonably agreed time.

7. Attendance Policy

Regular attendance is a condition of employment.

Employees are to notify their supervisor in a reasonable timeframe when unable to report to work or unable to report for work on time, in order to minimize the impact such absence would have on day-to-day operations.

All absences must be approved prior to the absence, except in the event of an emergency, in accordance with the related leave guidelines.

8. Discrimination and Harassment Policy

VGFN acknowledges the rights of all employees to work in an environment free of discrimination or harassment, including sexual harassment and bullying. Harassment includes, but is not limited to, unwanted or unwelcome behaviour which is offensive, embarrassing, intimidating or humiliating. Sexual harassment refers to unwanted or unwelcome sexual behaviour, which is also offensive, embarrassing, intimidating or humiliating. It can involve

physical contact or suggestive behaviour or comments, propositioning and unnecessary and/or unwelcome familiarity. Bullying is repeated, unreasonable behaviour directed towards an employee that creates a risk to the person's health and safety which can be physical and/or psychological abuse.

Further information can be found in the Respectful Behaviour Policy.

9. Communications and Public Relations Policy

All employees will share relevant work information that is not of a political or confidential nature with other employees, particularly when that information may affect actions or decisions of other employees. Team work within and across departments and functions is critical for VGFN to strive for excellence in all areas.

Under no circumstances are any VGFN employees permitted to talk to media, except for the Chief or the Chief's designate. Employees who must communicate with media on work related projects must do so under the direction of the Executive Director.

Any requests for information or opinions constituting VGFN's viewpoint must be referred to the Executive Director who will assign the request(s) accordingly.

10. Internet and Phone Usage

At VGFN we believe that employees must be committed to their job duties at all times. Understanding that excessive personal cell phone or computer usage can detract from this attention, we request employees to conduct such personal usage during breaks or lunch periods.

Internet use creates the possibility of contamination to our system via viruses or spyware which may provide opportunity for unauthorized access to passwords and other confidential information. The utmost care must be taken when working with unknown emails, links and websites and when concern arises, the employee must report such anomalies to their supervisor and the IT Support Specialist.

Under no circumstances will VGFN-owned computers or other electronic equipment, be used to obtain, view, or reach any pornographic, or otherwise immoral or unethical internet sites. Such activity will result in termination.

11. Emails

VGFN owns all communications sent via VGFN email accounts or that is stored on VGFN equipment. Management and other authorized users have the right to access all material in your VGFN email account or on VGFN owned computers at any time, without notice. All confidential VGFN email business must be conducted through VGFN assigned email accounts when possible.

VGFN has the right to suspend and/or redirect employee access to VGFN computers, emails and drives at any time.

12. VGFN-Owned Electronic Devices

Any VGFN owned device or computer provided for your use, should be used only for VGFN business and personal usage should be limited. Keep in mind that VGFN owns the devices and the information on these devices. If you leave VGFN for any reason, or are on any short or extended leave, other than approved annual or sick day leave, you are required to return all VGFN devices and equipment.

13. Employee-Owned Electronic Devices Used to Conduct VGFN Business

Some employees may have access to remote VGFN data (emails, drives) through their own devices. At any time an employee is on leave for reasons other than approved leave of less than a week duration or for approved annual leave, the employee's access to such accounts may be suspended and/or redirected until the employee returns to work.

14. Social Media

Many employees use social media platforms on personal time, and some have social media responsibilities in their job descriptions. Employees are prohibited from sharing any confidential information that belongs to or is about work-related matters. Employees are not to share disparaging information about VGFN or their co-workers. VGFN's reputation and brand should be protected by all employees, and the lives and actions of our co-workers should never be shared online.

15. Conduct Outside the Workplace

Employee conduct outside the workplace may result in disciplinary action if there is a connection between that off-duty conduct and the workplace.

VGFN employees are expected to serve as role models for appropriate and respectful behaviour. Off-duty conduct by employees that may be subject to disciplinary action includes:

- conduct that harms VGFN's reputation or business interest;
- conduct that renders the employee unable to perform their duties satisfactorily;
- the employee's behaviour leads to refusal, reluctance or inability of other employees to work with them; and
- the employee has been guilty of a serious breach of the criminal code rendering their conduct injurious to the reputation of VGFN or its employees.

Inappropriate off-duty conduct includes actions or behaviours of the employee, as well as statements, comments made or actions taken on social media, on phone calls, texts or emails, at staff and public events, and in the community.

16. Smoking in the Workplace

VGFN is committed to providing a healthy and comfortable work environment for our employees and visitors. All usage of tobacco, cannabis or similar products (including, but not limited to, cigarettes, pipes, cigars, snuff, edible cannabis, chewing tobacco, or e-cigarettes) will be strictly prohibited within VGFN and community offices, buildings and vehicles. At no time is cannabis to be used during work hours or on work property. Use of tobacco products is permitted outdoors where refuse should be disposed of properly and should be used only during approved breaks. Failure to comply will result in disciplinary action.

17. Use of VGFN Property

All employees must maintain their work environment in an orderly fashion and ensure all equipment and material they are responsible for in their line of duties is used and maintained properly.

VGFN property must be used for the sole purpose of VGFN business and contract work. Upon permission from the Executive Director, VGFN equipment or vehicles may be used for other activities in the community.

Any employee who is found to have neglected or misused VGFN property will be subject to disciplinary action up to and including termination. If an employee's willful use or neglect of property causes damages, VGFN reserves the right to require the employee to pay all or part of the cost to repair or replace the property. Misappropriation or unauthorized use of VGFN property may be grounds for immediate termination and possible criminal action.

Employees, where operating equipment is an essential job duty, must be authorized and approved by the supervisor to operate the equipment. It is the responsibility of the operator to ensure that the equipment is in good operating condition before each use and must report any problems with, or damage to, the equipment. Only designated VGFN employees will operate VGFN-owned equipment due to insurance restrictions and liabilities. All equipment will be stored and/or parked in designated areas when not in use. Also see the VGFN Finance and Policies and Procedures for further details.

18. VGFN Keys

VGFN owns all keys that have been assigned to employees in order for the employee to fulfil their duties and responsibilities. Understanding that security is of utmost importance, an employee is responsible to immediately, or as soon as is reasonable, return assigned VGFN keys to their supervisor when requested to do so. Such requests may occur, but not limited to, when an employee is on leave, when the employee has transferred to another position and when employment with VGFN has been terminated. To be clear, the request can be made at any time, without the reason being disclosed, and the employee must abide by the request or be subjected to the discipline process up to and including termination.

19. Giving and Receiving of Gifts

VGFN recognizes the significance of giving and receiving gifts. Acceptance of incidental gifts, hospitality or other benefits arising out of activities associated with the performance of any official duties and responsibilities is not prohibited if they are a nominal expression of courtesy, do not affect the employee's objectivity and impartiality and do not compromise the integrity of VGFN.

For transparency purposes, the employee will immediately disclose to their supervisor the receipt of incidental gifts valued over \$500 received in the context of work. If the supervisor is uncertain, the employee should have a discussion with the Executive Director, who will assist in determining if the receipt compromises the integrity of the employee and/or VGFN.

20. Consequences for Breach of the Code of Conduct

VGFN has a reputation for honest and ethical behaviour which all employees must do their utmost to preserve. Any breach of the code or evidence thereof will be taken seriously. Such breaches will be fairly and thoroughly investigated in a manner that respects all parties involved. Depending on the severity of the case, any established violation can and may result in immediate disciplinary action up to and including dismissal.

B. Recruitment and Selection

1. Types of Employment

VGFN is regulated by the Canada Labour Code therefore all employees are salaried or hourly with clarification as follows:

Salary	- Often assigned to managerial positions - Does not qualify for overtime pay if assigned to a managerial position; salaried employees who are not managerial will qualify for overtime pay for pre-approved overtime hours at the sole discretion of VGFN
Hourly	- Often assigned to non-managerial positions - Qualifies for overtime pay for pre-approved overtime hours

VGFN provides 4 classifications of employment:

Full-Time	- Status is considered indeterminate (permanent) - Required to work standard hours/days (as per the employee's job description or employment contract)
-----------	---

	• May include Interns • Qualifies for employee benefits as per the Manual
Part-Time	• Status is considered indeterminate (permanent) • Required to work on a continuing basis for less than the standard hours/days (as per the employee's job description and/or employment contract) • May include Interns • May qualify for employee benefits as per the Manual
Term	• Employment is temporary for a fixed period of time • Timelines vary but generally between 3 and 12 months • Examples: leave replacement, short term funded projects, short term seasonal projects • May qualify for employee benefits as per the Manual
Casual	• Employment is temporary and on an 'as and when required' basis • Examples: students, program cooks, labour, clerical • May qualify for some employee benefits as per the Manual • Human Resources Department maintains the approved Casual List

2. Employees Working in Multiple Classifications

From time to time, employees who hold indeterminate or term positions may have opportunities to provide support in a casual capacity for work outside of their normally assigned roles. An employee can only hold one employment agreement but can work various projects upon approval. In other words, a full-time employee can carry a casual assignment as long as the requirements in this Policy are met.

Further, while an employee can only hold one employment position at a time, VGFN may, from time to time, engage independent contractors to provide services to VGFN and an employee may work for that contractor. For clarity, any individual who works for an independent contractor providing services to VGFN, and who is also an employee, will not have any hours of services performed for the contractor counted towards the total number of hours they have worked as an employee. The two roles must remain completely distinct.

Employees may do contract work outside of their work with VGFN if they are not in conflict with their employment at VGFN and it is deemed to not interfere with their work at VGFN.

For opportunities that arise during an employee's regular work hours:

- The requesting supervisor will always contact qualified casuals from the Casual List before seeking support from indeterminate or term employees. It is important that casuals are provided work opportunities first.
- If no casuals are available, the requesting supervisor will contact the employee's direct supervisor to ensure there is no conflict in asking the employee if they have interest in their project.

- If the employee's direct supervisor sees no issues, the employee's direct supervisor will approach their employee with the opportunity and confirm the level of interest.
- If the employee is interested, they will continue to track their attendance as normal. It is the employee's direct supervisor's discretion if the work is done pro bono or if the hours are to be coded to the casual work project.
- The employee will maintain their rate of pay; no pay adjustment is made.
- The employee will not be listed on the Casual List.

For opportunities that arise outside an employee's regular work hours:

- The requesting supervisor of casual work will always contact qualified casuals from the Casual List before asking indeterminate or term employees. It is important that casuals are provided work opportunities first.
- If no casuals are available, the requesting supervisor will contact the employee's direct supervisor to ensure there is no conflict in asking the employee if they have interest in their project. The employee's direct supervisor will ensure there is no conflict with the employee's regular work duties or hours of work. Regular duties will always be respected, in accordance to the employee's employment agreement.
- If there is no deemed conflict, the requesting supervisor will contact the employee with the offer of the casual work opportunity.
- The employee will continue to track their attendance as normal, making a note in the human resources information and payroll system as to their additional assignment and hours. It will be the direct supervisor's responsibility to ensure coding is conducted properly.
- The employee will be paid at the rate they are assigned for their casual duties. Any overtime charges will be made against the casual project.
- The employee will be listed on the Casual List.

For opportunities that arise outside an employee's regular work hours that is provided through a VGFN service (contractor) agreement:

- The requesting supervisor of casual work will always contact qualified casuals from the Casual List before asking indeterminate or term employees. It is important that casuals are provided work opportunities first.
- If no casuals are available, the requesting supervisor will contact the employee's direct supervisor to ensure there is no conflict in asking the employee if they have interest in their project. The project cannot have similar duties to the employee's regular employment duties as this would be in conflict with legislated standards.
- The employee's direct supervisor will ensure there is no conflict with the employee's regular work duties or hours of work. Regular duties will always be respected, in accordance to the employee's employment agreement.
- At no time will the contractor work be conducted during regular work hours.
- It is important to note that a VGFN service (contractor) agreement provides payment through the invoicing and accounts payable process; at no time is data recorded in the human resources information and payroll system.

For employees that have skills that VGfN and the employee wishes to utilize but are not defined in their employment agreements:

- the employee and the employee's supervisor may request to the Human Resources Director that the employee's duties and responsibilities are changed to add secondary duties to their contract, including a trade or other skill;
- the Human Resources Director will consider the changes, make any required changes and seek a legal review of those changes;
- the Human Resources Director will bring the changes to the Management Committee for review; and
- obtain consent from the employee and give notice and provide consideration to the employee as required and advised by external legal counsel.

3. Recruitment Process

All positions must be identified in the approved VGfN organization chart and have departmental budget approval. Any position not approved in annual departmental plans and budgets will require Council approval. New third party funded term positions will require approval by the department Director with final approval by Executive Director, approval of which will not be unreasonably withheld.

An updated job description that describes the role and lists the competencies required to perform the work successfully must be in place prior to any recruitment activity (see L.1 Job Descriptions).

A New Hire Request Form must be completed and submitted to the Human Resources Department by the department Director before the recruitment process can commence for all positions including casuals.

4. Job Postings

Full-Time, Part-Time and Term Positions

All job postings must be approved by the Human Resources Director; positions reporting to the Chief must be approved by the Chief in consultation with the Human Resources Director.

The Human Resources Department will maintain a list of recruitment firms and services in order to reach and attract optimum candidates.

Positions will be posted and advertised for two (2) weeks and may be extended and held open by stating 'until filled' when anticipating a low labour market response.

The posting will include a summary of the job description, required competencies, closing date and contact information (jobs@vgfn.ca). Job postings will include the statement "Qualifying VGfN Citizens and Indigenous peoples will receive priority consideration". A full job description may be made available to inquiring candidates.

If an employee resigns or is removed from their position within one year of being recruited, the Human Resources Director will consider many factors (e.g., the position, the potential labour market) and determine if the position can be offered to one of the qualifying candidates from the most recent competition or if the position needs to be re-posted.

The Human Resources Director will also review unsuccessful postings and upon considering many factors (e.g., the position, the potential labour market) will determine if personal contacts to qualifying potential applicants can be successful or if the posting should continue as 'until filled'. Any position that has been unfilled for more than one year from the final date of advertising must be re-posted and any contacted potential candidates must apply and be

processed accordingly.

Casual Positions

All casual recruitment and hiring will be led by the Human Resources Department. At no time is it acceptable for anyone to conduct their own casual hiring. Casual positions may be posted for up to one (1) week, depending on the urgency of the hire, as determined by the Human Resources Director. A Casual List will be developed and shared to cover various VGFN program and service needs.

5. Consultants and Contract Workers

The Executive Director, or department Directors in consult with the Executive Director, may hire consultants or contract workers where special services are required and identified. A service contract detailing the work and fees must be prepared and signed by the Executive Director. All service contracts will reside with the Executive Director.

6. Interviews and Selection

For all positions, first preference must be given to Citizens or Indigenous applicants as long as they meet the minimum requirements of the position.

Once the competition has closed, the Human Resources Director will compile all applications as “possible candidates” and “not recommended candidates”. The Human Resources Director will meet with the department Director and a third Manager or Director of choice to share and review all candidates. The Human Resources Director, department Director and the third Manager or Director of choice will determine a short list (no more than 3 applicants) for interviews. The Human Resources Director will coordinate the interviews, develop interview questions and develop other tests (e.g. written assignments, work simulations) as required and share with the department Director and third Manager or Director of choice. During the interview, the Human Resources Director, department Director and third Manager or Director of choice or delegates will gather all data from any tests, take notes and provide assistance as required. Following the interview and assessment of any tests, the Human Resources Director, in consult with the department Director and the third Manager or Director of choice will choose a preferred candidate.

Interviews may be conducted in person or via video call. If the Executive Director determines that a candidate for a senior position needs to be interviewed in Old Crow, the candidate will be reimbursed for economy airfare, taxi to and from airports, accommodations and meal expenses (meal allowance per the standard set by the Federal Government).

Council will set up a hiring committee that includes the Human Resources Director when hiring an Executive Director or a Finance Director.

Any person involved in making a hiring decision when a person of their immediate family is involved must declare a conflict of interest. The Human Resources Director will assign a replacement for the interview and decision-making process.

Following reference checks and background information gathering (e.g. relevant criminal records/vulnerable sector checks, university diploma copies, certificates/licenses), the Human Resources Director will review the candidate’s experience and qualifications and will determine the salary and benefit package to be offered to the selected candidate. The Human Resources Director will prepare the employment contract for the Executive Director’s review and signatures.

The successful candidate will be contacted by the Human Resources Director and offered the position of employment. If the position is a senior role, the Executive Director may connect directly with the successful candidate to provide the offer. Once the signed contract is returned, the Human Resources Director will inform the other interviewees that the position has been filled.

The Human Resources Department will maintain all recruitment files; employment contracts and employment statements will be saved in the employee's file in the online portal. An employment statement is a document which contains prescribed information regarding an individual's employment, including their job title, some terms and conditions of their employment, and a description of their duties and responsibilities.

7. Job-Related Operational Certificates and Abstracts

For positions that require special licensing and certification as a condition of employment, employees must renew and provide updates in a timely fashion throughout their employment. If a license or certificate is required to fulfil the job requirements and it lapses, and the employee refuses or is unable to renew, the employee may be moved to another position within VGFN or may be faced with layoff.

Security Clearance

In order to protect VGFN from liability or harm, employees may require a security clearance prior to employment with VGFN.

Pre-employment criminal record checks are required for:

- all managerial employees;
- employees who will come in contact with, whether one-on-one or in small groups, vulnerable populations (youth, elders, the infirm or others who could be considered vulnerable); and
- employees who are in positions of significant trust, responsible for confidential information or financial/tangible assets (e.g. Human Resources and Finance).

A security clearance may comprise of one or more of the following checks:

- criminal records check – obtained from the RCMP stating whether or not the person has any convictions or has any outstanding charges awaiting court decision; or
- verification of employment or education history.

For positions requiring a clean criminal record, employees must notify the VGFN of any changes in their criminal record without delay.

- If the employee doesn't notify VGFN and is unable to provide a clean abstract, the employee may be moved to another position within VGFN or may be faced with termination.
- If the employee provides the abstract and it is determined that charges and/or convictions may result in reasonable risk to VGFN or its employees, clients or assets should the employee continue their employment, they may be reassigned or terminated as appropriate.

8. Casual List

The Human Resources Department will recruit, maintain and make available, the VGFN Casual List.

When a department requires a casual employee to provide services, the supervisor will contact a casual employee on the Casual List.

All timesheets for casual employees will be submitted to and approved by the supervisor overseeing the casual's work assignment. For indeterminate or term employees providing services in an approved casual assignment, their direct supervisor will approve the timesheet for hours and coding as confirmed by the casual project's supervisor. See

Section B.2 (Employees Working in Multiple Classifications).

9. Relocation Expenses

A newly hired non-resident employee who lives outside of the location where they are required to report for work (Old Crow or Whitehorse) may be eligible for a relocation expense allowance upon being hired.

Locating to Old Crow – The employee, and spouse and dependent children, if applicable, may be provided economy airfare, taxi to and from airport, accommodations and meals in route to Old Crow along with an allowance to move twenty-five hundred (2,500) pounds of household effects into the assigned community.

Locating to Whitehorse – The employee, and spouse and dependent children, if applicable, may be provided economy airfare, taxi to and from airport, accommodations and meals in route to Whitehorse along with an allowance to move twenty-five hundred (2,500) pounds of household effects to Whitehorse.

Note: If relocation of personal effects exceeds the allotted allowance, adjustment may be made at the discretion of the Executive Director.

If VGFN releases an employee during their probationary period, or if the employee is terminated without cause, VGFN will provide exit relocation expenses in accordance with the Manual. Employees who are terminated with cause may not be eligible to receive any exit relocation remuneration.

If the employee is paid relocation expenses and voluntarily terminates employment within one year of employment with VGFN, the employee will not qualify for any relocation expense assistance for exiting the community VGFN brought them to for employment.

If required, VGFN may coordinate and pre-pay any required airfare and moving company expenses; the employee must submit an expense claim for other expenses such as accommodations, taxi, and meals with receipts to the Human Resources Department for processing within thirty (30) days of the move or they will forfeit payment. A pre-approved extension to this timeline may be provided, at the discretion of the Human Resources Director.

Employees who are eligible for exit relocation assistance will be provided relocation back to the original point of hire as was determined in the original relocation assistance. Airfare may be provided to a spouse and children only if they accompanied the employee into the community at the beginning of employment under the original relocation assistance.

Any exceptions must be approved by the Executive Director and will be given on a without prejudice and without precedent basis.

10. Student Employment

VGFN encourages all Citizens to apply for the diverse annual student positions offered by VGFN.

High School students will be paid at the approved student rate and will take on opportunities that will provide them basic skills in their field of interest. Such programs will be available for up to eight (8) weeks.

Post-secondary students who are returning to a recognized institution on a full-time basis will be provided a meaningful employment opportunity where they can build workplace experience to support their field of studies. These student positions will be treated similar to a VGFN Intern and dependent on the availability of funding, can be up to four (4) months duration.

11. Intern Positions

VGFN encourages all Citizens to apply for the diverse positions offered by VGFN. Where a candidate does not meet all the qualifications for a posted position, but has the potential to acquire the skills, they may be hired as an Intern. The Intern will report to their supervisor and will work alongside an assigned employee. The Human Resources Director will develop a training and mentorship plan, with performance expectations and timelines clearly defined.

The Intern will be hired as a full-time or part-time employee and the internship and training plan will be reviewed and amended as required each year. An internship will not exceed two (2) years.

Internship positions will be posted in accordance with the regular recruitment process as outlined in this Policy and the position will be titled in reference to the full position, with the term “intern” added to the title. The intern will be paid at 80% of the minimum salary on the salary scale in the associated pay band.

12. Secondment Agreements and Appointments

All VGFN vacancies and opportunities will be posted and when there is no successful candidate, a secondment candidate may be brought forth and interviewed following the recruitment process.

Since secondment candidates are filling a required need and position within VGFN, the position will require the appointment of an Intern to work alongside the seconded employee, where possible.

The Human Resources Director will secure all agreements for secondments.

13. Department Transfers

Departmental transfers within VGFN are encouraged as it builds capacity for VGFN employees. To be eligible for a transfer, the employee must have successfully completed their probationary period for the position currently held.

The position that holds the opportunity for a transfer does not have to be posted. Priority is given to employees in an effort to develop capacity within the current employee base.

A request for a transfer can come from managerial employees who see opportunity for employees or from the employee requesting the transfer. The request will move through the Human Resources Department. Managers and department Directors of the two departments will be apprised of the request and if there is agreement to move ahead with the transfer, will agree on a timeline.

Any adjustment to salary, if any, will be reviewed by the Human Resources Director, department Director and Finance Director.

Within the first 3 months, VGFN will make every reasonable effort to move an employee who is not successful in their transferred position back to their original position or to a position comparable to their former position. The salary will be adjusted to their former salary prior to their move.

14. Organizational Restructuring

From time to time, VGFN may assess its organization structure and may undertake a reorganization to meet the changing needs of the government.

The reorganization process must comply with VGFN’s Governance Act that requires analysis by Management Committee as well as review by external legal counsel.

The Management Committee must perform its due diligence when considering a reorganization or changing any

fundamental terms of any VGFN employment agreements, including:

- receiving feedback from VGFN employees and managerial staff;
- ensuring compliance with the Canada Labour Code;
- ensuring compliance with VGFN policies and legislation;
- ensuring compliance with any applicable and current common law; and
- seeking legal advice from external legal counsel to ensure compliance with all relevant laws.

C. On-Boarding and Off-Boarding

1. New Employee Orientation

A thorough orientation for new employees results in a positive integration into the position and the workplace and will lead to a more productive and satisfying employment relationship.

The Human Resources Department will lead orientation and will guide supervisors as to their role in providing an introduction to their team and position.

The Human Resources Director will lead the Administrative Orientation:

- Prior to the new employee's arrival, the Human Resources Director will make arrangements for computers, email accounts and phones, as required.
- Human resources information and payroll system:
 - Provide access and review attendance/absence management, company documents, and private portal.
 - Policy Review and Training (secure acknowledgement e-signatures in the human resources information and payroll system):
 - Human Resources
 - Confidentiality
 - Information Systems
 - Health and Safety
 - Healthy Workplace – Healthy Community (and Training Module)
 - Finance Administration Policies
- Payroll and Group Benefits:
 - Payroll forms (TD1, SIN, bank account details for direct deposit)
 - Benefit information (as per eligibility)
 - Forward the Payroll Employees Data Form to payroll employees
- VGFN Website – Constitution, Final and Self-Government Agreements, Governance Act and Governance Handbook.
- Vuntut Gwitchin cross-cultural program (for non-Vuntut Gwitchin employees).
- Community orientation (for new employees to the community).
- Menstrual product location orientation.

Human Resources Director will lead the Introduction, Job and Training Orientation

Prior to the new employee's arrival, the Human Resources Director will assign and organize office space.

First day on the job:

- The Human Resources Director will gather information from the new employee and send an email to all VGFN employees welcoming the new employee, provide a short biography and an overview of the employee's position.
- Conduct a tour and safety orientation (facility layout, fire exits, evacuation routes, fire extinguishers, first aid kits, etc.) and introduction to employees and co-workers.
- Make them comfortable with their assigned workspace and answer any questions.

The first week on the job:

- Review the job description and set performance expectations.

2. Off-Boarding (Terminations)

The Human Resources Department will lead the off-boarding process, ensuring proper closures to computer passwords and group benefits, final payout of all owed compensation, and the appropriate returns of keys and other equipment.

An exit interview is a survey conducted by the Human Resources Department with an employee who has provided notice that they are leaving VGFN voluntarily and generally has three purposes: to learn where VGFN can make improvements, to make sure employees leave feeling good about their service and, in some cases, to encourage the employee to stay under new circumstances. The gathered information should be reviewed by the Human Resources Director and the Executive Director, and when directed by the Executive Director, the department Director.

For departed employees, all subsequent requests for reference checks will be provided by the Human Resources Department who will verify the employee's position and work timeline with VGFN. No other data will be disclosed without the former employee's permission.

D. Hours of Work

All managerial positions at VGFN (e.g. Executive Director, department Directors, Managers and some Coordinators) are exempted from standard hours of work, overtime and maximum hours of work provisions as outlined in their employment agreements.

1. Standard Work Week and Hours of Operation

The VGFN Hours of Operation will be from 9:00 a.m. to 12:00 noon and 1:00 p.m. to 4:30 p.m. Monday to Friday, except on statutory holidays, for a total of 6.5 hours a day and 32.5 hours per week.

The Standard Work Week at VGFN may vary according to the employment agreement of each employee.

When entering into an employment agreement with VGFN, employees must choose, in consultation with the Human Resources Director and the employee's supervisor or department Director from the following standard work week structures:

- 6.5 hours per day at 32.5 hours per week and 65 hours per pay period:

- Employee will work according to the VGFN Hours of Operation which is from 9:00 a.m. to 12:00 noon and 1:00 p.m. to 4:30 p.m. Monday to Friday, except on statutory holidays.
- 7 hours per day at 35 hours per week and 70 hours per pay period:
 - Employee will work from either 8:30 a.m. to 12:00 noon and 1:00 p.m. to 4:30 p.m. Monday to Friday, except on statutory holidays; or
 - Employee will work from 9:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m. Monday to Friday, except on statutory holidays.
- 7.5 hours per day at 37.5 hours per week and 75 hours per pay period:
 - Employee will work either 8:00 a.m. to 12:00 noon and 1:00 p.m. to 4:30 p.m. Monday to Friday, except on statutory holidays; or
 - Employee will work from 8:30 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m. Monday to Friday, except on statutory holidays.
- 8 hours per day at 40 hours per week and 80 hours per pay period:
 - Employee will work 8:00 to 12:00 noon and 1:00 p.m. to 5:00 p.m. Monday to Friday, except on statutory holidays.

If employees want to work more than the VGFN Hours of Operation, the Human Resources Director, employee supervisor and department Director must ensure that the employee has enough work to justify increased hours of work and the employee must ensure and demonstrate that they can commit to the standard work week that they agree to in their employment agreement.

The work week structure that is chosen by the employee does not affect their ability to participate in flexible work arrangements as detailed in Section D.6 (Flexible Work Arrangements).

Managerial employees may manage their hours within their chosen work structure as long as they:

2. are available during the VGFN Hours of Operation as required; and
3. can manage their staff as required.

Working hours and days may vary for some positions as detailed in individual job descriptions and/or employment contracts. These hours may be adjusted by VGFN, providing the employee has been provided adequate notice.

All employees are entitled to take two (2) paid fifteen (15) minute breaks each day.

Non-managerial employees are entitled to an unpaid break of at least thirty (30) minutes during every period of five (5) consecutive hours of work, to be taken in one period.

4. Attendance – Lateness and Absence

This section is to inform employees of the importance of attendance and the consequences of non-compliance in regards to their hours of work. Supervisors are fully responsible for ensuring their employees are in attendance and accurately approving such attendance on their timesheets.

If the employee expects to be late for work, they shall notify their supervisor as soon as possible. The supervisor will determine if the time missed due to lateness will be deducted from the hours paid for the given day or if the time missed can be made up during the day (e.g. work through lunch or extend their workday). Consideration will be given as to the explanation, extent of the lateness and frequency. Frequent and/or repetitive lateness may result in

discipline up to and including dismissal.

Employees who are absent, without prior approval, must notify their supervisor within 2 hours of the start of the workday. Failure to notify the supervisor may subject the employee to disciplinary action up to and including dismissal. Upon return to the workplace, the employee must report to their supervisor with an explanation.

5. Disciplinary Action for Lateness and Absenteeism

If an employee has been excessively late or has been leaving work early without permission and if a reasonable excuse is not provided:

- and it is a first occurrence; a verbal warning will be issued; and
- for subsequent lateness and absence, following the verbal warning, the employee will receive a written warning, indicating that continued behaviour may result in further discipline up to and including termination. The written warning will be added to the employee's file.

If an employee is absent without prior approval and fails to notify their supervisor of their absence for one (1) to five (5) consecutive workdays and if a reasonable excuse is not provided:

- they will be subjected to a written warning or suspension, depending on the employee's record. If the past record shows a pattern of this behaviour without improvement, the employee may be terminated.

If an employee is absent without prior approval and fails to notify their supervisor of their absence for more than five (5) consecutive workdays and if a reasonable excuse is not provided:

6. they will be deemed to have abandoned the position, and the employee will be notified in writing their employment has been terminated. The position will be declared vacant.

At no time will accrued time (e.g. sick, vacation, special leave) be used for absences that did not receive prior approval. Such absences will be unpaid and are considered absent without leave (AWOL).

It must be further understood that supervisors who do not manage employees' attendance and timesheet recording appropriately, will also be subjected to the disciplinary process.

7. Unplanned Closure Days

VGFN makes every effort to remain open and fully operational, however, there may be unforeseen circumstances (e.g., no power, storms, deaths) that impedes regular business activities. The Executive Director will review the situation and may deem it necessary to close offices and facilities for regular operation.

See Clause 9.12 (Staffing for Business Continuity During Operational Closures) for more information on employee work and pay guidelines.

8. Annual Christmas Break

VGFN business operations will cease for a two-week period in the Christmas and New Years period. The Executive Director will inform employees by mid-November of the exact days. Permanent, full time and part time, and term employees, whose term continues after the two-week period, will be paid for this two week break at a rate equivalent to their regular working hours.

During the annual paid Christmas closure, workers are paid statutory holiday pay in accordance with the Manual. Statutory holiday pay will apply for any hours worked on statutory holidays.

See Clause 9.12 (Staffing for Business Continuity During Operational Closures) for more information on employee work and pay guidelines.

9. Flexible Work Arrangements

VGFN offers several flexible work arrangements for part-time and full-time employees. Flexible work arrangements are considered only if the arrangement does not:

- interfere with the duties associated to the employee's position; and
- prevent operational requirements from being met, as determined by VGFN.

Flexible work arrangements must be:

- approved by the employee's supervisor and the Executive Director prior to implementation;
- in writing and specify the:
 - type of flexible work arrangement;
 - change in work schedule (does not apply to flex time);
 - start date of the flexible work arrangement; and
 - end date of the flexible work arrangement. (if applicable).
- signed by the employee, the employee's supervisor, and the Executive Director before the start date provided in the arrangement; and
- provided to the Human Resources Department.

Flexible work arrangements will not result in any increase in overtime pay or statutory holiday pay obligations above what would normally be incurred but for the flexible work arrangement.

10. Compressed Work Week

An employee's hours of work may be scheduled so that the employee may complete the hours of work that they are normally scheduled to perform over a fourteen (14), twenty-one (21), or twenty-eight (28) day period:

11. in nine (9) days over a fourteen (14) day period;
12. in eight (8) days over a fourteen (14) day period;
13. in fourteen (14) days over a twenty-one (21) day period; or
14. in nineteen (19) days over a twenty-eight (28) day period.

Employees working compressed work weeks may not flex the hours worked each day such that would allow them to take more than one-half of a day off during a regular working day. A regular working day means a day that is not their compressed day.

An employee with a compressed work week shall be entitled to days of rest on such days as are not scheduled as a normal working day for them.

An employee who wishes to work a compressed work week must do so under a valid modified work schedule. When working under a modified work schedule, employees will only be entitled to overtime where their hours of work exceed an average of forty (40) hours in a week during the period in which the modified work schedule is operable

and where they have received prior approval from their supervisor for overtime.

15. Flex Time

An employee's start and finish times may be varied on a daily basis provided that the employee meets the standards outlined in section D.1 (Standard Work Week and Hours of Operation) or the standards outlined in the employee's flexible work arrangement.

16. Averaging Hours Arrangements

The employee and VGFN may agree to average the employee's hours of work over a period of four (4) weeks or more.

To be eligible to work under an averaging agreement, an employee must either work without scheduled hours, or work with regularly scheduled hours but the number of hours differs.

To adopt or alter an averaging plan, a notice of intention must be posted in the workplace at least thirty (30) days before the effective date. A copy of the notice must be sent to the Head of Compliance and Enforcement (Head). The notice to the Head can be sent by email at NA-ERO-GD@labour-travail.gc.ca or by mail to the closest Labour Program office, which is located in Vancouver, BC at:

1100-300 West Georgia Street

Vancouver, BC V6B 6B4

This notice of intention has a specific form, which is listed in Schedule IV of the Canada Labour Standards Regulations.

In addition to the requirements outlined in this section, an averaging hours arrangement:

17. must be of at least three (3) months duration, unless otherwise agreed by the employee and VGFN;

- specify the number of weeks over which the arrangement applies;
- specify the work schedule for each day covered by the arrangement;
- include an annual review to ensure the hours are meeting operational requirements; and

18. provide for the following hours of work in accordance with Section D.1 (Standard Work Week and Hours of Operation):

19. For thirty-two point five (32.5) hours per week and sixty-five (65) hours per pay period:

20. Thirty-two point five (32.5) hours if the arrangement specifies a one (1) week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period;
21. Sixty-five (65) hours if the arrangement specifies a two (2) week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period;
22. Ninety-five point five (97.5) hours if the arrangement specifies a three (3) week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period; and
23. One hundred and thirty (130) hours if the arrangement specifies a four (4) week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period.

24. For thirty-five (35) hours per week and seventy (70) hours per pay period:

25. Thirty-five (35) hours if the arrangement specifies a one (1) week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period;
 26. Seventy (70) hours if the arrangement specifies a two (2) week period, less designated holidays which fall within the period and which are subtracted from the total number of hours for the period;
 27. One hundred and five (105) hours if the arrangement specifies a three (3) week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period; and
 28. One hundred and forty (140) hours if the arrangement specifies a four (4) week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period.
29. For thirty-seven point five (37.5) hours per week and seventy-five (75) hours per pay period:
30. Thirty-seven point five (37.5) hours if the arrangement specifies a one (1) week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period;
 31. Seventy-five (75) hours if the arrangement specifies a two (2) week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period;
 32. One hundred and twelve point five (112.5) hours if the arrangement specifies a three (3) week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period; and
 33. One hundred and fifty (150) hours if the arrangement specifies a four (4) week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period.
34. For forty (40) hours per week and eighty (80) hours per pay period:
35. Forty (40) hours if the arrangement specifies a one (1) week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period;
 36. Eighty (80) hours if the arrangement specifies a two (2) week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period;
 37. One hundred and twenty (120) hours if the arrangement specifies a three (3) week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period; and
 38. One hundred and sixty (160) hours if the arrangement specifies a four (4) week period, less designated holidays which fall within the period and which are subtracted from the total number of hours for the period.

If the schedule specified in the averaging hours arrangement is for:

39. two (2) weeks, VGFN must ensure the employee receives four (4) days of rest and which is in periods of not less than two (2) consecutive days;
40. three (3) weeks, VGFN must ensure the employee receives six (6) days of rest and which is in periods of not less than two (2) consecutive days; and
41. four (4) weeks, VGFN must ensure the employee receives eight (8) days of rest and which is in periods of not less than two (2) consecutive days.

*For clarity, a week shall mean any period of seven (7) consecutive days as agreed to by the employee and VGFN.

When working under an averaging agreement, overtime will be calculated as follows at the end of each averaging period:

- The standard and maximum hours of work will be determined, with reductions as provided for in the Canada Labour Standards Regulations.
 - Then, the difference between the hours worked by the employee and the new hours which have been appropriately reduced will be calculated. The difference constitutes the number of overtime hours worked.
42. For the hours which an employee has worked overtime under an averaging agreement, the employee will be paid a fifty percent (50%) increase in their regular wage in respect of those overtime hours.

E. Statutory Holidays

43. Designated Statutory Holidays

Statutory holidays falling on either Saturday or Sunday will be observed the following Monday.

When the following statutory holidays fall on a non-working day for an employee, the employee is entitled to a holiday with pay on the working day immediately preceding or following the general holiday.

- New Year's Day
- Canada Day
- National Day for Truth and Reconciliation
- Remembrance Day
- Christmas Day
- Boxing Day

When the following statutory holidays fall on a non-working day, then a holiday with pay may be granted at another mutually convenient time. The employee must request the date taken in lieu at the time of the general holiday.

- Yukon Heritage Day
- Good Friday
- Easter Monday
- Victoria Day
- National Indigenous Peoples Day
- Discovery Day
- Labour Day
- Thanksgiving Day

1. Pay

- General Holiday pay is generally equivalent to 1/20th of the wages, excluding overtime pay, which the employee earned in the four (4) week period immediately before the week in which the holiday falls.
- All employees have entitlement to a paid general holiday; their holiday pay is proportional to the number of hours they work.

2. Employees Required to Work

The law doesn't prohibit work on a general holiday. Employees who are required to work on a general holiday shall be paid, in addition to the holiday pay for that day, at a rate equal to at least one and one-half (1.5) times their regular rate of wages for the time worked on that day. Management who are required to work the general holiday will receive their normal rate of pay but must be given a holiday with pay at another time.

F. Remote Worker Policy

Remote work arrangements are an excellent way to maintain capacity in Old Crow. Capacity challenges are attributed to various factors such as Citizens living outside the community, increased competition for human resources, as well as a lack of housing and office space in Old Crow. Considering these factors, an interim approach to capacity building prioritizes capacity over work location.

This policy aims to provide a consistent, fair approach to remote work arrangements. It also sets out key principles to ensure the main goal will always be to have qualified and competent employees in Old Crow. VGFN aims to do everything that we can to serve the people and community.

1. Who This Policy Applies to

This Policy applies to employees who have work locations outside Old Crow and travel to Old Crow for work. See Section F6 for the remote work requirements relating to Managers and Directors.

- Primary Location in Old Crow means the individual is a resident of Old Crow.
- Rotational Worker means workers who are residents of communities outside of Old Crow and travel to Old Crow for VGFN work.

2. Principles, Intent and Policy Provisions

Hiring people outside of Old Crow can become a pathway to coming back to the community.

This Policy has been developed on the principle that capacity building does not happen overnight, and a lack of capacity impacts the Citizens that we serve. As such, VGFN needs to take a long-term perspective on capacity building.

Phase 1 – Full Capacity. Employees will need to be hired outside of Old Crow due to housing and office shortages. Online technology will provide the means to do this.

Phase 2 – Training and Transition. As individuals join the organization, there is more capacity for programs and services as well as to train and support others.

Ongoing – VGFN strives to increase the number of Citizens who are employees. Regular employee turnover and attrition will create new openings, allowing for a fair transition.

Employees based outside Old Crow need to be committed to maintaining a community connection, including regular work, and attending community meetings and events when possible.

Policy Provisions

- All Portfolios and Departments with front line employees should strive towards having a point person who can manage receiving Citizens requests with a managerial support person to support the point persons. Note that the Manager does not need to be in the same portfolio as the point person to offer support.

- Directors will work with the Human Resources Director and Executive Director to establish a primary work location for each of their employees. It is recognized that travel and work in the community is an investment in employees. The priority location will always be Old Crow, however the following points will factor into the final decision on the work location:
 - no housing or office space in Old Crow;
 - the position has been advertised in Old Crow, and the competition did not yield a qualified candidate;
 - the position requires close mentorship from employees in a location outside of Old Crow to thrive; and
 - the job does not offer front line programs and services.

3. Accommodations for Rotational Workers

VGFN will provide Rotational Workers accommodation. If rooms are not available, employees have the option to stay at a local hotel, camp or bed and breakfast. Employees also have the option to stay with a local resident.

4. Travel and Expenses for Rotational Workers

- Travel from outside of Whitehorse and Inuvik
 5. Per Diems outside of Old Crow – When rotational employees are traveling from outside of Whitehorse and Inuvik to Old Crow (e.g. from Vancouver, Calgary, etc.), the travel per diem applies as per the standard set by the Federal Government for their travel days. For non-travel days, when in Old Crow, the rate of the per diem is fifty dollars (\$50) per day.
 6. Per Diems in Old Crow – When rotational workers are in Old Crow, they can claim fifty dollars (\$50) per day for food and incidentals. This includes the day of travel to and from Old Crow.
 7. Local resident accommodation compensation – VGFN employees who stay with a local resident will be provided fifty dollars (\$50) per night as part of their per diem for personal accommodations. This money should be provided from the employee to the local resident. If the resident charges a higher amount, employees must make a request through their supervisor for the higher amount to pass on to the resident.
 8. Accommodation maximums – While employees are encouraged to be in Old Crow, VGFN employees may only travel and accommodations for a maximum of one (1) week per month unless approved by the department Director.
- Travel expense claims – All expense claims will be reviewed and approved by the employee's supervisor.

9. Working Space and Equipment

Rotational workers, as confirmed and/or assigned by senior management, may work from home or in temporary or shared office space in VGFN facilities. While working in VGFN facilities, office furniture and equipment will be provided. When working from home, no office furniture will be provided. Depending on the work assignment, a VGFN laptop will be provided and returned at the end of the employment agreement.

10. Managers and Directors

Managers and Directors play an integral role in VGFN's daily operations by overseeing and directing projects, supervising employees and interacting with the community. Given these significant responsibilities, Managers and Directors are required to live in Old Crow throughout the course of their employment with VGFN. There are limited exceptions to this requirement, each of which require approval from Management Committee. These exceptions are:

1. Where the Manager or Director is training a resident of Old Crow to replace them in their position and Management Committee has approved this transition plan;
2. Where VGFN is unable to fill the position in a timely manner, a Manager or Director may be hired on an interim basis until a new Manager or Director can be hired who resides in Old Crow; or
3. Where there is an unexpected emergency that requires the Manager or Director to temporarily move away from Old Crow.

If a Manager or Director is granted an exception to live outside of Old Crow, they will be expected to spend at least five (5) days per calendar month in Old Crow, subject to reasonable accommodations for the emergency situation set out in exception #3. If such an exception is granted, it will be on a without precedent and without prejudice basis.

G. Leave of Absence (Paid)

All accrued leave must be used prior to any approvals for unpaid leave.

1. Sick Leave (Paid)

Sick Time Eligibility and Accrual

Casual employees are not eligible to accrue sick time.

Full-time, part-time and term employees shall earn sick leave credits at the rate of ten (10) days per year (accrued per bi-weekly pay period). Employees whose weekly hours for any given pay period are less than the standard work week will have their sick leave credits pro-rated accordingly.

Sick leave credits are not earned when an employee is on an unpaid leave of absence or disciplinary suspension.

Unused sick leave credits shall be carried over from one calendar year to the next and shall be accumulated indefinitely. Accrued sick leave credits will not be paid out at termination.

Sick Leave Usage

Employees may use accrued sick leave for absence due to illness or health related appointments. **Employees must produce a medical certificate for absences for more than three (3) consecutive work days.**

Employees may use sick leave for an absence due to an injury in the workplace until such time the Yukon Workers Compensation Health and Safety Board (YWCHSB) reviews the application and determines the employee is eligible for compensation. The employee is not eligible for paid sick leave while receiving compensation from YWCHSB.

Employees who are enrolled in the extended health plan may be eligible to transfer from sick leave to short-term disability where the illness or non-work related injury extends beyond seven (7) days. Employees not enrolled in the extended health plan and/or not eligible for sick leave with pay, may be entitled to sick leave benefits under the Employment Insurance Act.

If an employee has exhausted accrued sick leave credits, they may be required to use other accrued time (e.g. vacation leave, special leave) to cover the absence. All accrued leave must be used before requesting time off without pay. At no time will sick leave be used by an employee who is AWOL.

An employee is not eligible for paid sick leave during any period in which they are on another approved leave of absence or under suspension.

2. Vacation Leave (Paid)

Vacation Leave Eligibility and Accrual

Casual employees are paid their vacation pay at a rate of four percent (4%) of earnings in their bi-weekly pay and do not qualify for paid vacation time off.

Employees will earn annual leave with pay as follows (accrued per bi-weekly pay period):

Years of Continuous Service	Paid Annual Leave
First 3 years	20 days per year
4 to 14 years	25 days per year
15 to 25 years	30 days per year

Short term approved leave shall be counted as continuous employment for calculating vacation leave.

Employees may take vacation prior to the completion of their year of employment, but only to the amount of vacation credits they have accumulated at the time of requested vacation.

Vacation Leave Requests and Approvals

Employees will submit Vacation Leave Requests to their supervisor for approval.

Vacation Leave Requests for all employees must be made two (2) weeks in advance of the requested week(s) of vacation. Earlier requests will be assessed and approved at the discretion of the employee's supervisor.

VGFN will make every reasonable effort to schedule annual leave in accordance with the employee's request, however, operational requirements will take precedence. When two (2) or more employees express a preference for the same period of vacation leave, length of service will govern except where the senior employee has already taken vacation leave during the current year and the junior employee has not been granted vacation leave during that year, in which case the junior employee will be given preference.

Employees may request up to four (4) consecutive weeks of vacation, depending on their vacation entitlement, and VGFN shall make every reasonable effort to grant the employee their vacation leave request, as long as there is no significant negative impact on operations.

The supervisor shall reply to the request for vacation leave within one (1) week after the request has been received. When the supervisor has proposed to change, reduce or deny the vacation leave requested by the employee, the supervisor shall provide the employee with the reasons for such action.

In respect of any period of vacation leave where an employee is requested to return to work, the vacation leave displaced shall either be added to the vacation period or used at a mutually agreed later date.

Vacation Pay

An employee may request to have their vacation credits paid out the payday prior to the scheduled vacation or may have the vacation credits paid on the regularly scheduled payday.

It is recommended that employees use all of their accrued annual leave during the year in which it is earned; however, employees are only required to take the minimum vacation required under the Canada Labour Code within ten (10) months of completing the year of employment in which they became entitled to that vacation. For greater clarity, VGFN is required to ensure that employees' vacation begins no later than ten (10) months after the employee has completed a year of employment in which they became entitled to the vacation. Employees may carry their remaining vacation leave into the next year up to a maximum of fifteen (15) days. Employees may request to have all of their annual leave paid out at the end of the year. At no time will vacation leave be used by an employee who is absent

without leave AWOL. Accrued vacation pay will be paid out at time of termination.

3. Special (Personal) Leave (Paid and Unpaid)

Special (Personal) Leave Eligibility and Accrual

The Canada Labour Code provides guidance to this leave as “Personal Leave”.

Casual Employees

4. with three (3) consecutive months of continuous employment will be provided three (3) paid days and two (2) unpaid days of special leave per year. The three (3) days are available upon completing the three (3) month probationary period.

Full-time and Part-time Employees:

5. with three (3) consecutive months of continuous employment will be provided up to ten (10) paid days of special leave per year (accrued per bi-weekly pay period).

If the employee’s salary varies from one day to another, they are entitled to receive the average of their daily earnings, exclusive of overtime hours, for the twenty (20) days worked immediately before the first day of leave.

Special leave credits are not accrued when an employee is on any unpaid leave or disciplinary suspension.

Special (Personal) Leave Usage

Special leave requests will be approved by the supervisor and may be taken in units of hours. The employee does not have to provide a reason for their request and may use their accrued special leave for reasons including, but not limited to:

6. paid bereavement leave (family and non-family);
7. medical and dental appointments (for self or family);
8. leave for transportation to a medical facility (for themselves or another person);
9. school meetings; or
10. support and care of a Family member as defined in Section 5 (Definitions).

By law, VGFN is required to provide three (3) special leave days per year as outlined in the above accrual guidelines. At year end, any unused special leave credits for those three (3) days, will be carried over to the next year. In accordance with this rule, any special leave credits not used upon termination are paid out.

An employee is not eligible to take special leave while on unpaid leave of absence or disciplinary suspension. At no time will special leave be used by an employee who is absent without leave AWOL.

11. Court Leave (Paid)

Employees are entitled to paid leave for the time necessary to participate in a judicial proceeding as a subpoenaed witness, juror or candidate in a jury selection process. The employee must notify their supervisor with written notice upon being summoned and provide a copy of supporting documents, if requested. Employees temporarily excused from attendance at court, must report to work.

If court attendance is voluntary, paid leave will not be provided.

The amount of gross pay will be reduced by any gross stipend received by the employee for serving as a juror or witness.

12. Treatment Leave (Paid)

Full-time and part-time employees who have completed their three (3) month probationary period with VGFN shall be eligible for treatment and harm reduction leave. Proof of acceptance into the program must be provided to the Human Resources Department before the leave is granted. Proof of attendance must be provided on the same schedule as timesheet submissions.

Employees will be eligible for seventy five percent (75%) of their salary paid out on regular pay periods to a maximum of an eight (8) week during an alcohol and drug treatment program.

The salary support while in a program is only payable for two full programs and two follow-up treatments during the course of employment with VGFN. Continuing leave with pay shall be reviewed and only granted for any additional voluntary treatment at the discretion of the Executive Director.

Employees will be reinstated to their former position or given a comparable position. Any new position will be in the same location and with the same wages and benefits unless there is an agreement between VGFN and the employee on an alternate plan.

13. Leave for Victims of Family Violence (Unpaid and Paid)

Employees are entitled to up to a total of ten (10) days of leave per calendar year if they are a victim of family violence or the parent of a child who is a victim of family violence.

If an employee has three (3) consecutive months of continuous employment with VGFN, the first five (5) days are paid leave; an additional five (5) days, if requested, will be unpaid.

This leave allows employees to take leave to engage in activities, such as:

- to seek medical attention for themselves or their child in respect of a physical or psychological injury or disability;
- to obtain services from an organization which provides services to victims of family violence;
- to obtain psychological or other professional counselling;
- to relocate temporarily or permanently;
- to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding; or
- to take any measure prescribed by regulation.

Employees can take this leave in more than one period, however VGFN requires that each period be in units of days, not hours. To take this leave, the employee shall provide VGFN with written notice indicating the duration of their leave as soon as possible. If there is a change in the length of the leave, they must provide VGFN with written notice. VGFN may request, within five (5) days of the employee's return to work, that the employee provide supporting documents concerning the reasons for the leave. The employee must provide supporting documents if it is possible to obtain and provide them.

Employees are not eligible for this leave if they are accused of an infraction related to the act of family violence. Employees are also not eligible for this leave if the circumstances allow one to believe it is probable that they committed the act of violence.

H. Leave of absence (Unpaid)

Canada Labour Code is updated regularly and new regulations can be viewed at: <https://laws-lois.justice.gc.ca/eng/acts/l-2/>.

1. Application and Return to Work

Employees must apply for all leaves of absence and must seek written approval through their supervisor. All requests must be provided in advance of the requested leave.

Employees returning to work must provide prior notice to VGFN as outlined in guidelines for the various leave entitlements. Employees who have been deemed unable to work due to medical reasons, as determined by a doctor, may be requested to provide written approval by the doctor to return to work.

At no time during an approved leave is an employee permitted to conduct work, paid or unpaid, in the workplace.

2. Medical Leave and Leave for Work-Related Illness and Injury (Unpaid)

Medical Leave (Unpaid)

Employees are entitled to unpaid medical leave of up to twenty-seven (27) weeks for illness or injury, organ or tissue donation, quarantine, or attending medical appointments.

If a medical leave of absence is three (3) days or longer, VGFN may require the employee to provide a certificate issued by a health care practitioner. This certificate must certify that the employee was unable to work for the time they were absent from work.

If requested, the employee must provide a medical certificate within five (5) days of their return to work informing VGFN that they are healthy to return to work.

Upon the employee's return to work and depending on their position, VGFN may reassign the employee to other duties if they are unable to perform any of their previous job functions.

Leave for Work-Related Illness and Injury (Unpaid)

If an employee suffers from a work-related illness or injury, they are entitled to leave. VGFN must submit a report to the YWCHSB.

Where reasonably practicable, VGFN shall return the employee to work after a work-related illness or injury. VGFN may reassign the employee to a different position, with different terms and conditions of employment, if the employee is unable to perform their work due to a work-related illness or injury.

It is possible for an employee to interrupt other leave entitlements in order to take medical leave or work-related illness and injury leave. The other leave entitlements are:

- parental leave;
- compassionate care leave;

- leave related to critical illness; and
- leave related to death or disappearance.

In such a case, the other leave resumes immediately after the medical leave or work-related illness and injury leave ends.

The employee may qualify for long-term disability (LTD) benefits to protect against the possibility of income loss, due to a medical event that would make the employee unable to work for an extended period.

3. Maternity-Related Reassignment and Leave

If an employee is pregnant or nursing, the employee can ask VGFN to:

- modify their job; or
- reassign them to another job if continuing to do their present work poses a risk to the following:
 - their health;
 - the health of their unborn child; or
 - the health of their child.

This request must include a certificate from a healthcare practitioner, and the certificate must indicate how long the risk will likely last, and what activities/conditions should be avoided.

VGFN must consult with the employee when examining their request and, where reasonably practicable, VGFN must modify the employee's job functions or reassign the employee to another position.

Employees are entitled to leave with pay at their regular rate of wages while VGFN is examining their request for reassignment or job modification. This leave will end once VGFN either modifies the employee's job function, reassigns the employee to another job, or informs the employee that it is not reasonably practicable to modify their functions or reassign them.

Where a reassignment or a job modification is not reasonably practicable, the employee may take an unpaid leave of absence for the duration of the risks as indicated in the medical certificate.

If an employee is pregnant or nursing, the employee is entitled to an unpaid maternity-related leave of absence during the period from the beginning of the pregnancy to the end of the twenty fourth (24th) week following the birth. To take this leave, the employee must provide VGFN with a certificate from a health care practitioner that indicates that the employee is unable to work by reason of the pregnancy or nursing, and the duration of the inability.

Part II of the Canada Labour Code (Occupational Health and Safety), allows a pregnant or nursing employee to stop performing their job if the employee feels there is a risk to their health or that of their fetus or child until they can obtain a medical certificate.

4. Maternity Leave

A pregnant employee is entitled to up to seventeen (17) weeks of maternity leave. Employees can take this leave any time during the period that:

- begins thirteen (13) weeks before the expected date of birth; and
- ends seventeen (17) weeks after the actual birth date.

Employees must provide VGFN with a certificate from a health care practitioner confirming that they are pregnant and must also give VGFN written notice at least four (4) weeks before starting their leave. This notice must advise VGFN of the length of the leave.

If the employee's child is not born during the seventeen (17) weeks of their maternity leave, the maternity leave is extended until the date of the birth.

Pregnant employees are not obligated to take maternity leave unless VGFN can show that they are unable to perform an essential function of their job.

For information about VGFN's Maternity/Parental Leave top-up allowance, see Section J. Employee Benefits, 6. (Maternity/Parental Leave Top-Up Allowance).

5. Parental Leave

Employees who are natural or adoptive parents are also eligible for up to sixty-three (63) weeks of parental leave. Parents, who both work for federally regulated employers, may share parental leave in order to access an additional eight (8) weeks of leave. Parents who share the parental leave have access to seventy-one (71) weeks of parental leave. Employees can take this leave any time during the seventy-eight (78) week period starting the day their child is born, or the day their child comes into their care. Employees must also give VGFN written notice at least four (4) weeks before starting their leave which will advise VGFN of the length of the leave.

For information about VGFN's Maternity/Parental Leave top-up allowance, see Section J. Employee Benefits, 6. (Maternity/Parental Leave Top-Up Allowance).

6. Combining Maternity Leave and Parental Leave

If an employee has given birth, the employee can take both maternity and parental leave. If the employee chooses to take parental leave, the employee must do so in one continuous period without interrupting the leave with periods of work.

However, the employee may interrupt their parental leave in order to take:

- compassionate care leave;
- leave for court or jury duty;
- leave related to critical illness;
- leave related to death or disappearance of a child;
- medical leave or work-related illness and injury leave; and/or
- leave of absence for members of the reserve force (except for Canadian Armed Forces military skills training).

Parental leave is to resume immediately after the other leave ends. It cannot extend beyond one hundred and four (104) weeks after the day on which the child is born or comes into the parent's care. If an employee intends to interrupt the parental leave, they must give VGFN a written notice of the interruption before or as soon as possible after it begins. The employee must also give VGFN a written notice of the day on which they intend to resume the parental leave.

Combined maternity and parental leaves for one parent cannot exceed seventy-eight (78) weeks. Parents who share parental leave have access to a combined eighty-six (86) weeks of maternity and parental leave; only parental leave can be shared.

Comparison between maternity and parental leave available under Part III of the *Canada Labour Code* and maternity and parental benefits under the *Employment Insurance Act* (EI)

Scenario	Part III leave	EI benefits
Only maternity leave taken.	17 weeks of maternity leave*.	A 1-week non-payable waiting period plus 15 weeks of maternity benefits for 16 weeks in total time.
Only parental leave taken. (in cases of adoption or where mother does not take maternity leave)	63 weeks maximum if 1 employee takes parental leave and 71 weeks maximum if 2 employees share the parental leave*.	A 1-week non-payable waiting period** plus either up to 35 or 61 weeks of parental benefits for 1 employee. Employees sharing parental benefits may access 40 or 69 weeks of shared parental benefits.
Both maternity and parental leave taken	Up to 17 weeks of maternity leave and up to 63 weeks of parental leave for the eligible parent who chooses to take the combined maternity and parental leave, for a maximum of 78 weeks. If the parental leave is shared by both parents, the leave increases to 86 weeks**.	A 1-week non-payable waiting period* plus 15 weeks of maternity benefits plus either a potential 35 or 61 weeks of parental benefits for 1 employee. Employees sharing parental benefits may access 40 or 69 weeks of shared parental benefits.

* Employees do not have to collect EI maternity and/or parental benefits to be eligible to take maternity and/or parental leave provided under Part III of the *Canada Labour Code*.

** If both parents share the parental benefits, only one, 1-week waiting period applies.

If an employee's child is hospitalized shortly after birth or adoption, the employee can interrupt maternity or parental leave and temporarily return to work with consent from VGFN. The request must be in writing as soon as possible and VGFN must advise the employee in writing, within one (1) week of receiving the notice, of their decision to accept or refuse the employee's request to return to work.

If VGFN accepts the request to interrupt the leave, they may ask the employee to provide a medical certificate within fifteen (15) days of their return to work confirming that the employee's child is hospitalized. If the employee temporarily returns to work, they must also provide VGFN with a written notice, as soon as possible, of the date on which the leave will resume. If VGFN refuses an employee's request to return to work or does not advise the employee within one (1) week, the employee may extend their leave by the number of weeks during which their child is hospitalized.

Regardless of how long an employee's child is hospitalized:

- maternity leave must end no more than fifty-two (52) weeks after the date of birth; and
- parental leave must end no later than one hundred and four (104) weeks after the day on which the employee's child is born or comes into the employee's actual care.

Upon returning from maternity or parental leave, VGFN must reinstate employees in their former position or give them a comparable position. This position should be in the same location and with the same wages and benefits. However, if an employee interrupts their parental leave to take another leave, they are subject to the reinstatement conditions that apply to the leaves stated in the section above. For example, if an employee resumes parental leave

after taking medical leave and are no longer able to perform the work performed prior to taking the leave, VGFN may reinstate the employee to a different position with different terms and conditions of employment.

If, during a leave period, VGFN reduces the wages and benefits of a group of employees as part of a reorganization plan, the employee will receive the same wages and benefits as if they had been at work during the reorganization if they are reinstated in that group. Likewise, if VGFN increases the wages and benefits for an employee's group during the leave, they would be entitled to the increases upon their return to work.

7. Bereavement Leave (Unpaid)

All employees with three (3) consecutive months of continuous employment with VGFN may request up to seven (7) unpaid days of leave. Employees who qualify may access paid special leave.

If the employee is designated by the family of a deceased member of a First Nation as the person responsible for organizing the funeral potlatch for the deceased, then the employee is also entitled to the bereavement leave.

Bereavement leave can be taken in 1 or 2 periods starting the day on which the death occurs and ending six (6) weeks after the date of the funeral, burial or memorial service.

8. Compassionate Care Leave (Unpaid)

Employees are eligible to take up to twenty-eight (28) weeks of compassionate care leave within a fifty-two (52) week period to look after a Family member who has a serious medical condition with a significant risk of death.

The leave begins during one of the following weeks, whichever occurs first:

- the week the health care practitioner signs the medical certificate;
- the week the health care practitioner examines the gravely ill Family member; or
- the week the Family member becomes gravely ill, if the health care practitioner can determine that date (for example, the date of the test results).

The leave ends when:

- the twenty-eight (28) weeks of compassionate care are complete;
- the gravely ill Family member dies or no longer requires care or support; or
- the fifty-two (52) week period expires.

Two or more employees can share compassionate care leave when looking after the same Family member. However, the total amount of leave taken by all cannot be more than twenty-eight (28) weeks within the fifty-two (52) week period. Employees can consecutively take the leave related to critical illness to care for the same person if they are eligible. However, employees cannot take compassionate care leave if one or more employees are taking the leave related to critical illness in respect of the same person.

Employees must also give VGFN written notice, as soon as possible, advising of the reason(s) for the leave and the intended length of the leave. If the leave taken is more than four (4) weeks and an employee wants to change the length of the leave, the employee must provide VGFN with four (4) weeks' notice, unless there is a valid reason why this is not possible. If requested by VGFN in writing, the employee must provide a certificate from a health care practitioner within fifteen (15) days of their return to work. This certificate must state that their family member has a serious medical condition and as a result, there was significant risk of death within twenty-six (26) weeks.

It is possible for an employee to interrupt their compassionate care leave in order to take:

- medical leave;
- work-related illness and injury leave; or
- leave related to a pandemic.

Compassionate care leave is to resume immediately after the other leave ends. However, it cannot extend beyond fifty-two (52) weeks after the day on which the leave started. Employees must give VGFN a written notice of the interruption before or as soon as they are able after it begins. Employees must provide VGFN with a written notice of the day on which they intend to resume the compassionate care leave before or as soon as they are able after that day.

It is possible for employees to renew compassionate care leave. However, the initial fifty-two (52) weeks must expire before an employee can take another twenty-eight (28) weeks of leave. If an employee does not take all of the twenty-eight (28) weeks of leave within the fifty-two (52) week period, they will lose the remaining weeks. Employees can take separate, non-consecutive shorter periods of leaves (not to exceed the 28-week maximum) within the 52-week period if their Family member has several episodes of a serious medical condition. To do this, employees must provide VGFN with a medical certificate issued from a health care practitioner for each period of leave. Employees can take a leave of absence for compassionate care in one (1) or more periods of a minimum of one (1) week in duration.

Upon an employee's return to work, VGFN must reinstate the employee in their former position or give the employee a comparable position in the same location and with the same wages and benefits. If, during a leave period, VGFN reduces the wages and benefits of a group of employees as part of a reorganization plan and if the employee is reinstated in that group, they will receive the same wages and benefits that they would have received if they were working during the reorganization. If VGFN increases the wages and benefits for an employee's group during leave, the employee would be entitled to the increases upon their return to work.

9. Leave for Victims of Family Violence (Unpaid)

Employees are entitled to up to ten (10) days of leave per calendar year if they are a victim of family violence or the parent of a child who is a victim of family violence.

This leave allows employees to take up to ten (10) days of leave to engage in activities, such as:

- to seek medical attention for themselves or their child in respect of a physical or psychological injury or disability;
- to obtain services from an organization which provides services to victims of family violence;
- to obtain psychological or other professional counselling;
- to relocate temporarily or permanently;
- to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding; or
- to take any measure prescribed by regulation.

Employees can take this leave in more than one (1) period, however, VGFN may require that each period be at least one (1) day. To take this leave, employees shall provide VGFN with written notice indicating the duration of their leave as soon as possible. If there is a change in the length of the leave, the employee must provide VGFN with written notice. VGFN may request, within fifteen (15) days of the employee's return to work, that the employee provide supporting documents concerning the reasons for the leave. The employee must provide supporting documents if it is possible to obtain and provide them.

Employees are not eligible for this leave if they are accused of an infraction related to the act of family violence. Employees are also not eligible for this leave if the circumstances allow one to believe it is probable that they committed the act of violence.

10. Leave Related to Critical Illness (Unpaid)

If an employee is a Family member of a critically ill child or adult, they are eligible to take:

- up to thirty-seven (37) weeks of leave in a fifty-two (52) week period to provide care or support to the child under eighteen (18) years of age; and
- up to seventeen (17) weeks of leave in a fifty-two (52) week period to provide care or support to the adult.

The leave can start on the first day of the week the medical certificate is issued or the day from which the health care practitioner certifies that the child or adult is critically ill. If the child or adult dies while the employee is on leave, the leave ends on the last day of that week. If two (2) or more children are critically ill, the employee is eligible for separate leave entitlements of thirty-seven (37) weeks each with respect to each affected child.

To take this leave, employees must provide VGFN with a written notice, as soon as possible. This notice must advise VGFN of the reason(s) for the leave and the intended length of the leave. If an employee takes more than four (4) weeks of leave and wants to change the length of the leave, the employee must provide VGFN with four (4) weeks' notice, unless there is a valid reason not to do so. The employee must also provide VGFN with a certificate from a health care practitioner that states the child or adult is critically ill or injured and requires the care or support of one (1) or more of their Family members.

Two (2) or more Family members can take leave at the same time, or one after the other. However, the combined length of the leave cannot exceed thirty-seven (37) weeks within a fifty-two (52) week period for a child and seventeen (17) weeks within a fifty-two (52) week period for an adult. Employees can take separate, non-consecutive shorter periods of leave (not to exceed the 37-week maximum for a child and the 17-week maximum for an adult) within the fifty-two (52) week period if the child has several episodes of critical illness. To do this, employees must provide VGFN with a certificate issued from a health care practitioner for each period of leave. An employee can take a leave of absence for critical illness in one (1) or more periods of a minimum of one (1) week duration. Employees may not take leave due to critical illness for a child or an adult while one (1) or more employees are taking compassionate care leave for the same person and vice versa. However, they may take this leave consecutively. An employee can also change the length of leave by notifying VGFN in writing as soon as possible.

It is possible for an employee to interrupt their leave related to critical illness in order to take medical leave, work-related illness and injury leave, or leave related to a pandemic. Leave related to critical illness is to resume immediately after the other leave ends but cannot extend beyond fifty-two (52) weeks after the leave commenced.

If an employee intends to interrupt the leave related to critical illness, they must provide to VGFN a written notice of the interruption before or as soon as possible after it begins. They must also give VGFN a written notice of the day on which leave related to critical illness will resume, before or as soon as possible after that day.

Upon an employee's return to work, VGFN must reinstate the employee in their former position or give the employee a comparable position in the same location and with the same wages and benefits. However, if the employee takes a leave of more than four (4) weeks but requests to end the leave earlier without giving at least four (4) weeks' written notice, VGFN may postpone the employee's return to work up to four (4) weeks after the day on which the employee informs them of the new date. In that case, VGFN must inform the employee of this decision, and the period of postponement is considered to be part of the leave.

If, during a leave period, VGFN reduces or increases the wages and benefits of a group of employees as part of a reorganization plan and if an employee is reinstated in that group, they will receive the same wages and benefits that

they would have received if they were at work during the reorganization. If VGFN increases the wages and benefits for the employee's group during their leave, they are entitled to the increases upon their return to work.

11. Leave Related to Death or Disappearance of a Child (Unpaid)

An employee whose child is under twenty-five (25) years of age and has disappeared or died as a result of a probable crime under the Criminal Code, is eligible to take:

- up to one hundred and four (104) weeks of leave in the case of a missing child; and
 - starts on the day the disappearance occurs and ends fourteen (14) days after the day the child is found, not to exceed the one hundred and four (104) week period.
- up to one hundred and four (104) weeks of leave if the child has died;
 - leave starts on the day the child is found deceased and ends one hundred and four (104) weeks after that day, assuming that the death was the result of a probable crime. If a child is found to have died as a result of a probable crime more than one hundred and four (104) weeks after the child's disappearance (after the employee's entitlement to the leave related to the disappearance has ended), the employee is entitled to the one hundred and four (104) weeks leave relating to the death of a child. However, if the child's body is found after they already establish the death and the employee has taken a leave related to the death of a child, they are not entitled to a new leave.

The employee must be the parent, have custody, be the guardian, be a person who has decision making responsibility or be a person with whom the child is placed for the purposes of adoption.

An employee is not eligible for this leave if the child was fourteen (14) years of age or older at the time of the crime and it is probable, considering the circumstances, that the child was a party to the crime or if the employee is charged with the crime. The leave will end on the day on which the circumstances are such that it is no longer probable that the death or disappearance was the result of a crime.

Although this is an unpaid leave, the employee may be entitled to financial assistance from the Federal Income Support for Parents of Murdered or Missing Children grant.

If requested by VGFN, employees must provide a proof of entitlement to the leave, such as a police report.

To obtain this leave, the employee must advise VGFN in writing as soon as possible for the reason(s) and the planned length of the leave. VGFN must be notified in writing of any changes in the length of the leave as soon as is possible. If the length of the leave is longer than four (4) weeks, the employee must provide VGFN at least four (4) weeks' notice of any change in length of leave, unless there is a valid reason why this is not possible. If the leave is for a disappeared child who is then found dead, the employee can change the type of leave by notifying VGFN in writing as soon as possible. Proof of entitlement to the leave, such as a police report, may be requested by VGFN.

Employees may take this leave in shorter, non-consecutive periods. However, employees cannot extend the period within which they take the leave. For example, an employee could take thirty (30) weeks of leave where their child was murdered. The employee may then decide to return to work for sixty (60) weeks and then resume leave for the remaining fourteen (14) weeks to attend a criminal trial related to the child's murder. Both parents can take leave at the same time, or one after the other. However, if both parents worked for federally regulated employers, the combined length of the leave cannot exceed one hundred and four (104) weeks for a child who has disappeared or died. For example, both parents could each take fifty-two (52) weeks of leave at the same time or any other combination (e.g. parent A - 48 weeks and parent B - 56 weeks) so long as the leave does not exceed a total of one hundred and four (104) weeks.

Employees can interrupt this leave in order to take medical leave, work-related illness and injury leave, or leave related to a pandemic. Leave related to death or disappearance is to resume immediately after the other leave ends. However, it cannot extend beyond one hundred and four (104) weeks after the day on which the death or disappearance occurs. If an employee intends to interrupt leave related to death or disappearance, they must provide VGFN a written notice of the interruption before or as soon as possible after it begins. They must also provide VGFN a written notice of the day on which leave related to death or disappearance will resume, before or as soon as possible after that day.

If an employee takes a leave of more than four (4) weeks but requests to end the leave earlier without giving at least four (4) weeks' written notice, VGFN may postpone their return to work for a period of up to four (4) weeks after the day on which the employee informs them of the new date. In that case, VGFN must inform the employee of this decision, and the period of postponement is considered as part of the leave.

If, during a leave period, VGFN reduces the wages and benefits of a group of employees as part of a reorganization plan and if the employee is reinstated in that group, they will receive no more than the wages and benefits that they would have received if they were working during the reorganization. If VGFN increases the wages and benefits for an employee's group during the leave, they are entitled to the increases upon their return to work.

12. Reservist Leave (Unpaid)

An employee who has three (3) consecutive months of continuous employment with VGFN is allowed to take an unpaid leave of absence to take part in:

- an operation in Canada or abroad that is designated by the Minister of National Defence;
- an activity set out in the regulations;
- Canadian Armed Forces military skills training or other training that they are ordered to take under the National Defence Act;
- duties that they are called out on service to perform (any lawful duty other than training) under the National Defence Act; and
- treatment, recovery or rehabilitation in respect of a physical or mental health problem that results from service in an operation or activity listed in the Canada Labour Code.

Reservists are entitled to twenty-four (24) months of unpaid leave in a sixty (60) month period, except in the event of a national emergency.

The Labour Program may decide the employee is not entitled to a leave of absence if taking such leave would cause undue hardship to VGFN or have an adverse effect on public health or safety.

To take this leave, employees must provide four (4) weeks written notice to VGFN indicating the length of the leave, unless the employee gives a valid reason not to do so, and the employee's intention to extend or shorten the leave, unless the employee has a valid reason not to do so.

VGFN can request within three (3) weeks after the start date of the leave, proof that the employee qualifies for this leave. In this case, the employee must provide documentation approved by the Chief of the Defence Staff or their Commander, unless there is a valid reason not to do so.

If the employee did not specify the length of the leave before it started and the employee provides VGFN less than four (4) weeks notice of the end date, VGFN may delay the employee's return to work by up to four (4) weeks after receiving notice. Any waiting period before returning to work is considered as part of the leave. The employee may

extend or shorten their leave period once it has started and the employee may extend their leave if they need to receive treatments or undergo a rehabilitation program to recover from a physical or mental problem resulting from their service while on leave.

If an employee shortens their leave they must provide at least four (4) weeks notice before the new date on which it would end, unless they have a valid reason not to do so; if an employee extends their leave they must provide at least four (4) weeks notice before the date on which the leave was previously scheduled to end, unless the employee has a valid reason not to do so.

Upon the employee's return to work, VGFN must reinstate them in their former position or give the employee a comparable position in the same location and with the same wages and benefits. If the employee is no longer able to perform the function of the original position, or those of a comparable position, VGFN may assign the employee to a different position with different terms and conditions of employment.

During an employee's leave, VGFN may reduce the wages and benefits of that employee's working group as part of an organizational restructuring. If, during an employee's leave, VGFN does so in respect of that employee's working group, and the employee is reinstated to that group at the end of their leave, they will receive no more than the wages and benefits that they would have received if they had been at work during the reorganization upon reinstatement. If VGFN increases the wages and benefits for an employee's working group during the employee's leave, the employee would be entitled to the increases upon their return to work in that working group. VGFN will inform employees of any changes to wages and benefits resulting from a reorganization by sending them a notice to their last known address.

13. Leave for Political Purposes (Unpaid)

An employee who has successfully completed their probationary period and who becomes a candidate for an elected office may be granted extended leave of absence for political purposes.

VGFN will attempt to accommodate any request for extended leave for political office, but if an appropriate replacement cannot be found or it is not feasible to cover the position internally during the absence, leave may be denied at the employer's discretion.

Elected office will include an election for First Nation Chief and Council, Municipal Council, Territorial/Provincial Legislature or Federal Parliament. The extended leave of absence for political purposes will be granted as follows:

Nomination

If nominated, the employee may use accrued vacation credits or other compensatory time off during the campaign period. Where such credits do not exist or are not sufficient to cover the campaign period, unpaid leave will be granted. The extended leave of absence for political purposes will end the day the individual ceases to be a candidate, or on the day the official results of the elections are announced, and the individual is unsuccessful in their bid for political office.

Election

If elected, the employee shall be granted unpaid leave. After the end of an extended leave of absence for political purposes, an employee will be reinstated to their former position, or to a comparable position with similar wages and benefits.

14. Leave for Traditional Pursuits (Unpaid)

Employees with at least three (3) months of continuous employment with VGFN are entitled to take up to ten (10) days of unpaid leave per calendar year – generally used in the spring and fall. VGFN generally provides such activities on weekends and during non-working hours.

The time is to be used to partake and/or engage in one's traditional and cultural pursuits. All employees are invited and encouraged to participate in traditional practices in the Traditional Territory including fishing, hunting, harvesting or any practice prescribed by VGFN.

15. Request for Short Term Leave of Absence (Unpaid)

Requests of up to five (5) days of unpaid leave of absence may be approved by the employee's supervisor. Such requests must be conducted prior to the absence, and all accrued time off benefits (e.g. vacation, special leave) must be used before an unpaid absence is approved. All non-approved absences or requests submitted following the absence may be moved to the review process for possible disciplinary action. At no time will accrued benefits be used for non-approved leave.

I. Compensation

Compensation and position classifications will be reviewed at least once every three (3) years by the Human Resources Director and will provide recommendations for any adjustments to the Management Committee.

1. Payroll Records

All payroll related employee data will be securely maintained in the Finance Department and on protected servers. Such records will include Canadian Revenue Agency required completed forms, approved absence and timesheets, benefit related payroll data and any documents authorizing and directing the Payroll and Contracts Manager in the Finance Department to deduct funds from the employee's pay.

All other employee related data will be maintained by the Human Resources Department. An employee may request to view their data at a reasonable time as agreed by the parties involved.

2. Timesheets

Time management systems provide the opportunity to update timesheets on a daily basis. Early submissions and approvals are recommended on the Friday prior to payroll week, however, the **deadline every two (2) weeks for supervisors to submit APPROVED timesheets to the Payroll and Contracts Manager in the Finance Department is the Monday at 12:00 p.m. prior to payday.**

If the Monday falls on a statutory holiday, timesheets are due the previous Friday.

When an employee is absent on approved leave on the day that timesheets are to be submitted, the employee is to submit their timesheet on the last working day prior to their absence. Timesheets not submitted by the employee may result in missing pay in that pay period.

The employee's supervisor is not responsible for submitting timesheets on the employee's behalf unless the employee is experiencing an acceptable unforeseen circumstance. It is the responsibility of the employee to contact their supervisor to arrange for their timesheet submission in such circumstances.

An employee who is absent without leave AWOL during their regular hours of work will not be paid for the time they were AWOL (i.e. use of accrued sick or vacation time will not be used) and the employee may be subjected to

disciplinary action.

3. Payroll Schedule and Deposits

All employees will receive their pay via direct deposit into their bank account every two weeks and access their paystub showing earnings and deductions online. Bank accounts must be in the name of the employee. In the event that a payday falls on a statutory holiday, the payday will be the last working day preceding the holiday.

4. Salary on Hire

The rate of pay for a person appointed to a position in VGFN shall be the minimum rate for the pay band to which the position is allocated in the classification system. Upon review of any pertinent circumstances (qualifications, years of experience, etc.) the Human Resources Director, in consult with the Executive Director and the new hire's department Director, may assign a rate of pay higher than the minimum rate for that pay band but the rate of pay shall not exceed the maximum for the pay band to which the position is allocated in the classification system.

The Human Resources Director, in consult with the Executive Director and the hiring department Director, may assign a salary at a rate of pay lower than the minimum rate for the class if the person appointed does not have all the required qualifications for the position.

The Chief, in consult with the Human Resources Director, will authorize the rate of pay to be paid to positions reporting to the Chief.

5. Salary Increases and Performance-based Merit Increases

All salary increases are dependent upon the annual VGFN approved budget as approved by Chief and Council. Subsequently, all salary increase recommendations are then subject to review and approval by the Management Committee. Any salary increase will take effect on April 1 as approved in the budget.

Salary increases may be warranted for exceptional circumstances including, but not limited to, an increase in role responsibilities or the successful completion of job-related education or training. Such increases will be reviewed by the Human Resources Director, in consultation with the employee's department Director, and approved by the Management Committee. At no time will the increase in pay exceed the pay band for that position.

Annual performance reviews are mandatory, and the review period is held in May for the previous fiscal year. The immediate supervisor will conduct their employees' reviews and may request feedback from co-workers, other managerial employees, and external partners, as required.

It is understood that an employee's salary is provided in exchange for satisfactory service as mutually agreed in the employment contract agreement. Only employees who have provided service above expectations will be considered for a performance-based pay increase.

Performance-based pay increases may be provided to permanent employees, both full-time and part-time, and term employees.

Following each annual performance review, a performance-based pay increase may be awarded upon the recommendation of an employee's supervisor as follows:

14. Employees attaining an average rating of 4.0 to 5.0 (i.e. generally "Exceeds Expectations" to "Superior") based on all the factors assessed in their performance review will be awarded a pay increase of one level ('notch') within the pay band for that position.
 - Notwithstanding the average rating of an employee's performance review, employees rated as 1-

“Unacceptable” or 2- “Needs Improvement” in any of the factors assessed, will not be awarded a performance-based pay increase.

15. In special circumstances, exceptions to the above point may be made upon recommendation of the employee’s supervisor and Director with approval of the Executive Director or Associate Executive Director and the Human Resources Director.

6. Annual Bonuses

All bonuses are dependent upon the annual VGFN approved budget as approved by Chief and Council. Subsequently, all bonus recommendations are then subject to review and approval by the Management Committee.

Bonuses may be provided to permanent employees, both full-time and part-time, and term employees.

Employees attaining an average rating of 4.0 and above (i.e. “Exceeds Expectations” to “Superior”) in their annual performance review may be awarded a bonus of up to 15% of their salary contingent upon Management Committee discretion. This bonus is a one-time payment that is in addition to any performance-based pay increase the employee may be awarded per Section I (Compensation), 5. (Salary Increases and Performance Based Merit Increases).

Such bonuses are a form of income, and thus a taxable benefit.

7. Annual Cost of Living Adjustment

An annual cost of living adjustment will be reviewed and approved each year by Chief and Council prior to finalizing the annual budget. All Cost-of-Living Adjustment increases commence on April 1.

8. Red Circled Salaries and Transfers

From time to time, VGFN may determine that an employee’s rate of salary may exceed the compensation assigned to the position.

Situations include when the employee has been re-assigned to another position due to organizational re-structuring or when significant responsibilities have been removed.

At times VGFN may conduct a compensation review that causes a position to be rated lower than the current salary assignment. In such cases the employee’s salary will be red-circled.

A red circle rate is defined as the maintenance of an employee's salary to provide salary protection when the position has changed and/or reclassified such that the new pay classification established is lower than the old pay classification.

Red circling essentially freezes the employee’s salary. The employee keeps their current salary – there is no reduction or 'claw back'. They would not receive any increases while their salary is above the classification. Once the wage classification catches up to their current wage, any annual wage increase is reinstated.

For example, an employee currently makes \$50 per hour but the position is now classified at \$45. Red circling would freeze their salary at \$50 until they leave VGFN or the wage assignment for that position catches up to \$50 through annual increases. The employee would not qualify for any performance-based increases or annual cost of living adjustments until the wage assignment reaches \$50.

Any voluntary transfers requested by the employee, will not garner an adjustment period. In this case, the employee will be assigned a new salary, related to the new position.

9. Overtime

From time to time, non-managerial employees may be requested to work overtime. All overtime must be pre-approved by the employee's supervisor.

Employees who are eligible to receive overtime pay for additional hours worked will qualify for overtime pay rate equal to one point five (1.5) of the employee's regular rate of hourly pay for all hours worked in excess of eight (8) hours a day or forty (40) hours a week, unless the employee is subject to an averaging agreement or a modified work schedule; if so, the employee will be provided with overtime in accordance with the Canada Labour Code rules respecting overtime for those working pursuant to an averaging agreement or a modified work schedule.

To better clarify this Policy, it is best to provide examples as to when overtime (OT) commences.

If your regular daily schedule is:	But you actually work:	All of these Employee are paid as follows:
6.5 hrs	9 hours	8 hours regular rate of pay; 1 hour OT
8.0 hrs	9 hours	
3.0 hrs	9 hours	

We also have the occasion when employees are required to work more than five (5) days in a week. Here are examples to help explain how this looks within the forty (40) hour rule:

If you normally work:	but you actually worked:	Then you are paid regular pay as follows:
Monday to Friday (M-F)	M-F (6.5 hrs/day) + 4 hrs pre-planned on Saturday	36.5 hours (total weekly hours 32.5 + 4 on Saturday; this didn't exceed 40 hours, the employee is not paid OT for working 4 hours on Saturday)
Various days (casual or P/T)	6 days a week; total 38 hours	38 hours (this didn't exceed 40 hours)

For clarity, those individuals who provide services to VGFN as an independent contractor and who are also employed by VGFN in a separate capacity, will not have any hours spent providing services as an independent contractor counted towards the total hours worked as an employee.

10. Premium Pay – Call Back, Reporting to No Work, Stand-By

Call Back Pay

If an employee is called to work on their day off or after hours, they shall be entitled to the greater of pay at the employee's rate for actual hours worked (overtime if the hours dictate such pay) or pay equivalent to four (4) hours pay at straight time.

Reporting Pay

An employee reporting to work shall be paid for a minimum of three (3) hours of work, regardless of whether or not the employee performs any work after reporting to the workplace. Thus, if the employee performs no work, or works for less than three (3) hours, they must still receive three (3) hours pay at the regular rate of wages; however, if the employee works for more than three (3) hours, then they will be paid for each and every hour worked.

Stand-By Pay

When VGFN requires an employee to be available on stand-by during off duty hours, the employee is entitled to pay

equivalent to one (1) hour at their regular rate for each eight (8) consecutive hours or portion thereof that they are on stand-by.

The employee must be available for work, be accessible throughout the stand-by schedule, and arrive for work when called upon. No stand-by pay shall be granted if the supervisor is unable to make contact with the employee or if the employee does not report for work as requested.

An employee on stand-by who is required to work shall be paid, in addition to the stand-by pay, the greater of the employee's regular pay rate or overtime rate for the time worked or two (2) hours at the regular pay rate or overtime rate.

11. Managerial Banked Time and Leave

Managerial employees are exempt from receiving overtime compensation under the Canada Labour Code. However, in recognition of the additional work often required of managerial employees, they are eligible for banked time that accrues at the rate of one (1) day of banked time per calendar month worked, at the sole discretion of VGFN, to a maximum of twelve (12) banked days per year. It is understood that responsibilities carried out after standard work hours are considered when determining managerial salaries, but this is an additional benefit meant to recognize that work. Accordingly, banked time shall not accrue when employees are on an unpaid leave of absence greater than one (1) month. Managerial employees will not be permitted to accrue any additional banked time over and above twelve (12) days per annum.

Banked time may be carried forward between calendar years and will be paid out upon the cessation of employment, regardless of the reason why the employment ends.

Banked Time Usage

Use of banked time must be approved by the employee's supervisor, which approval shall not be unreasonably withheld.

12. Acting Pay

This applies to all employees in acting positions. Employees will be compensated for the period they act in positions in a higher pay band. If an employee is appointed to an acting position for three or more consecutive days, the employee will be entitled to receive:

- 8% pay increase to one's substantive wage or salary; or
- the minimum wage or salary of the acting position, whichever is higher, for the duration of the employee's acting assignment.

Where an employee is covering more than 50% of another position's duties, and the position is in the same pay band, a 5% pay increase to one's substantive wage or salary will be paid as responsibility pay for the duration of the employee's assignment.

13. Staffing for Business Continuity During Operational Closures

In the event of a planned or unplanned operational closure of up to two (2) weeks duration, it is important VGFN continues to operate critical business functions. All indeterminate employees will continue to be paid their regularly scheduled hours but must be available and able to work during the period.

During planned and unplanned operational closures, permanent employees who provide "essential services" will be, with the prior approval of their Department Manager or Director, provided with banked time off at straight time rates and if applicable, overtime rates, for hours worked during these closures. Overtime rates are only provided if the permanent employee qualifies for overtime in accordance with policy provision I.9 (Overtime). These employees will

be given the choice of taking the equivalent time off at a later date, or being paid for the equivalent hours, upon their request. This opportunity does not apply to casual workers.

For the purposes of this section, “essential services” refers to daily services which are essential to preserving life, health, public safety, and basic societal functioning.

Where possible, Managers will prepare and share a work schedule to provide ample notice of work assignments. Such assignments may be rotated amongst employees and may vary from regular duties but will be within an employee's capability. Failure to remain in the community or to report for work when called upon will result in non-paid time for the period the employee is unavailable. Casual employees will work on an ‘as and when required’ basis and be paid for their work accordingly. At no time will any employee receive duplicate or additional compensation.

For closures of one (1) day, employees who are on pre-approved leave (of more than one day) will continue with their leave. These closures are operational decisions made at each occurrence. Many other events could occur during a person's vacation (e.g. community meetings, staff events) and VGFN does not adjust for such events. The employee will not have any adjustments made to their time or pay.

Employees who are on pre-approved time off for only one (1) day may request to have their approved one-day leave cancelled. It is the employee's responsibility to request the cancellation.

14. Pay Advances and Loans

Employees may request a pay advance the pay period prior to work travel or in an emergency situation (e.g. medical travel, death in a family, other unforeseen circumstances) against their current earnings. This request is directed by the employee to their supervisor and Executive Director or Associate Director or Finance Director for approval. Once approved, the form is then submitted to payroll for processing. Advances are recoverable during the next pay period, thus employees who receive an advance pay will receive the balance of their bi-weekly pay on the regularly scheduled bi-weekly pay day.

At no time and under no circumstance will VGFN provide a loan to an employee. VGFN is prohibited by law as dictated under the terms of the Federal Government transfer payment agreement to provide loans.

15. Garnishee of Wages

VGFN will honour and put a garnishee ordinance into effect against the wages of an employee, if so ordered by the court. Deductions for payment of the garnishee will be at the amount stipulated in the order and an employee will not be disciplined or have their position adversely affected because garnishment proceedings may be or have been taken against them.

16. Employee Approved Additional Payroll Deductions

Any debt owed to VGFN by an employee may be repaid directly to the Finance Department or by way of deductions from wages. Payroll deductions must be authorized by the employee, permitting VGFN to deduct such deductions as detailed in a written payroll deduction form.

J. Employee Benefits

All employee benefits will be reviewed at least once every three (3) years by the Human Resources Director, Finance Director and Executive Director who will provide recommendations for any adjustments to the Management Committee.

1. Northern Community Remoteness Allowance

VGFN employees who reside full-time in Old Crow are entitled to a Northern Community Remoteness Allowance equal to four percent (4%) of their gross earnings which will be paid out on each regular pay schedule. The amount will be calculated separately and shown on bi-weekly pay stubs on a separate line.

This benefit is extended to all employee classifications including full-time, part-time, term and casuals.

2. Northern Travel Allowance

VGFN employees who reside full-time in Old Crow are entitled to a Northern Travel Allowance equal to four percent (4%) of their gross earnings. This benefit is extended to all employee classifications including full-time, part-time, term and casuals.

The travel allowance is shown as an income on the employee's T4 but is then used as a tax credit when filing annual income taxes. Qualifying employees are required to submit an exemption form to VGFN's payroll department each year for verification of qualification. The benefit will be paid out to employees each December or upon termination of employment.

Qualifying employees are responsible for completing their annual taxes as required by the Federal Government in order to realize the benefit.

3. Long Service Awards

This award is to recognize the contribution made to VGFN by long serving employees. Long service awards are normally presented at the annual staff dinner in December of each year. Employees who retire, resign or are laid off and were eligible for a long service award at the time of termination, will be presented with their long service award at the time of termination. The Human Resources Department, in consult with department Directors and the Executive Director, will manage the program.

The long service award certificate is accompanied by a monetary gift. The value of the cheque will be determined as follows:

Years of Continuous Service	Cheque value
5 years	\$500
10 years	\$1,000
15 years	\$1,500
20 years	\$2,000
25 years	\$2,500
30 years	\$3,000

4. Housing Benefit

Depending on VGFN housing availability, employees hired from out of town may be eligible for VGFN housing. Such agreements will be clarified in the employment agreement.

Where VGFN housing is not available, an employee hired from out of town may be provided with, in the sole discretion of VGFN, a one-time housing benefit, through application for reimbursement, of up to \$5,000.00 to operationalize private homes that employees are moving into.

5. Accruing Benefits While on Leave

For all approved leaves of absence, where benefit accrual is not defined differently, benefits will continue to accrue as outlined in the Manual.

For approved leave of greater than one (1) month, the employee will not accrue vacation, sick, or special leave. Employees must also understand that they will have their benefits pro-rated to reflect any unapproved absence.

6. Maternity/Parental Leave Top-Up Allowance

The Maternity/Parental Leave Top-Up Allowance is an optional employment benefit provided by VGFN for eligible permanent employees, both full-time and part-time, and term employees. It is the difference between federal Employment Insurance benefits and up to 90% of an employees' current salary.

To be eligible for this benefit, the employee must:

- have completed twelve (12) months of continuous employment before the start of the maternity or parental leave without pay;
- have been approved for maternity or parental leave without pay under the Manual;
- provide the Human Resources Department with proof that they have applied for and are in receipt of maternity or parental Employment Insurance benefits for the planned time away; and
- have signed an agreement with VGFN stating that they will return to work on the expiry date of their maternity or parental leave, unless the return-to-work date is modified by the approval of another form of leave.

Employment Insurance may require a waiting period between the time an employee applies for maternity/parental benefits and when a first payment is processed. If an employee qualifies for parental allowance and is required to serve the waiting period, VGFN provides an allowance of ninety percent (90%) of the employee's salary for this one (1) week.

Should the employee fail to return to work on the date agreed upon by VGFN and the employee for reasons other than death, lay-off, or disability, the employee agrees that they are indebted to VGFN for the full amount received as Maternity/Parental Leave Top-Up Allowance.

Maternity/Parental Leave Top-Up Allowance payments are a taxable benefit.

K. Health, Medical and Pension Benefits

1. Group Registered Pension Plan (GRPP)

VGFN participates in a Group Registered Pension Plan through Manulife Financial. Participation in the Pension Plan is not mandatory.

Eligible employees will be entitled to enroll in the Pension Plan three (3) months after the start date of employment and will be provided the appropriate applications and information during the on-boarding process. It is the responsibility of the employee to make application.

Eligibility

An employee who earns a minimum annual salary of thirty five percent (35%) of the "Year's Maximum Pensionable Earnings" (YMPE) are eligible. Casual employees are not eligible to join the Pension Plan.

The YMPE is the maximum amount of earnings for any given year, used to calculate Canada Pension Plan contributions and benefits. For example, if the maximum pensionable earnings is \$54,900, 35% of this would be \$19,215.

A new employee whose estimated annual earnings in a calendar year is less than thirty five percent (35%) of the YMPE at date of hire and therefore not eligible to participate in the Pension Plan, may participate if at a future date the employee's annual salary meets the thirty five percent (35%) minimum. The enrollment will take effect three (3) months from the date following eligibility.

An employee who has become a member of the Pension Plan will not cease to be a member by reason of earning less than thirty five percent (35%) of the YMPE in a calendar year.

Contributions to the Pension Plan

Participating employees are required to contribute five point five percent (5.5%) of their salary to the Pension Plan through payroll deduction. VGFN will match this contribution up to five point five percent (5.5%) of the employee's salary directly to the Pension Plan. At its sole discretion, VGFN may increase its contribution percentage from time-to-time.

2. Extended Group Health Insurance Plan

VGFN provides an Extended Group Health Insurance Plan through Sun Life (Health Plan). Participation in the Health Plan is mandatory for eligible employees.

Eligible Employees are required to complete applications during the on-boarding process and will be automatically enrolled in the Health Plan three (3) months after the start date of employment.

Eligibility

Casual employees are not eligible to join the Health Plan.

Employees who work a minimum of twenty (20) hours per week on average will be eligible to participate in the Health Plan, which provides life insurance, dependent life insurance, extended health, dental, Accidental Death & Dismemberment (AD&D), short and long-term disability and critical illness.

Enrollment in the Health Plan commences after three (3) months of continuous employment from the employee's start date, or if an employee's eligibility standing changes (i.e. the employee works a sustained pattern of the required minimum weekly hours) three (3) months from becoming eligible.

The premiums of the Health Plan are currently one hundred percent (100%) paid by VGFN and a portion thereof will be considered a taxable benefit to the employee.

3. Continued Health Coverage While on Approved Leave

Employees will be eligible to continue to access their health benefits while on approved leave.

L. Employee Performance and Development

1. Job Descriptions

All VGFN positions (full-time, part-time, term, casual) must be identified in a program or project budget. All full-time,

part-time and term positions must have an approved job description that will describe the role and list the competencies required to conduct the work successfully.

All job descriptions must be prepared and approved by each department's Director; in consult and with guidance from the Human Resources Director. All updated job descriptions will be maintained by the Human Resources Department.

2. Performance Assessments

The VGFN will develop and maintain performance standards and evaluations for all positions. Goals and objectives for each employee will be set by their supervisor, to align with VGFN's strategic plan.

The purpose of a performance review is to:

- ensure that VGFN is positively maximizing the use of its human resources;
- provide the opportunity for the employee to record, discuss and address any identified deficiencies in their performance assessment;
- identify any training or other developmental tool that may be required for an employee to address any identified performance deficiencies; and
- develop or strengthen knowledge or skills relevant to an employee's career path.

A performance review will be conducted just prior to the end of the three (3) month probationary period to ensure the employee is a fit for the position.

Performance development and review is an ongoing process where the employee and their supervisor will work together to plan, monitor and review the employee's work objectives and overall contribution to the workplace. Supervisors will meet with their employees and provide a formal documented performance evaluation at least once a year, in May, and are encouraged to provide employees with informal, timely and constructive feedback throughout the year including a mid-year assessment by the end of November. The annual performance review will be completed with the employee, and copies will be retained for access by the employee's supervisor, Human Resources Department and the employee.

In the case of employees who report directly to Council, the Chief and one other member of Council will conduct performance reviews.

In the case of an annual performance review that shows outstanding contributions over the past year, the department Director may request a pay increase and bonus for the employee within the salary band, as long as the amount is identified in the budget. Such requests will be reviewed by the Management Committee. See Section 1.5 (Salary Increases and Performance Based Merit Increases) and Section 1.6 (Annual Bonuses).

3. Training and Development

VGFN is committed to providing their employees the opportunity to obtain relevant training and education to increase their competence as an employee of VGFN.

VGFN's ability to support the training and development of its employees is based on funding and operational requirements and is available for employees who have completed their probationary period unless approved by the Executive Director or Associate Executive Director.

Training plans will be developed with each individual employee during performance reviews.

VGFN may require employees to participate in individual, or group training or development offered by VGFN to

enhance the employee's knowledge and skills as a condition of their employment or job requirement. At times, such participation will be mandatory.

Employees may request or be asked to attend various workshops and/or training programs. The department Director is responsible for approving all training and will base the approval on the employee's need as it relates to their present or anticipated job duties and responsibilities as defined in the performance evaluation. Training needs must be stated in the performance review and costs, and funding sources must be identified in the annual departmental budget.

Working with the Human Resources Department, a training budget will be determined each year for each department and each employee. The Human Resources Department will coordinate all training and development activities and will maintain the training budget and records.

An employee will continue their regular pay for approved training programs. Upon completion, the employee will provide proof of attendance and/or successful completion of the course or workshop. All documentation will be maintained in the employee's file.

For programs that require pre-payment of fees and related material, payment will be made directly to the vendor or institution by VGFN.

Successful completion of a program is determined by the vendor. It is imperative that attendance is maintained throughout all training and development programs. VGFN may request proof of attendance and/or program completion, along with copies of certificates.

Employees who have received financial support to attend a training initiative, and who do not attend or complete the training, will be required to repay the cost of the training, workshop, conference and any travel or associated expenses.

For approved training and development opportunities which take place outside of the employee's regular hours of work, the employee's supervisor will adjust the employee's hours/days of work, prior to the training or upon return to regular duties, so that hours are all at regular time.

Employees attending training and development initiatives are considered to be active employees and are expected to conduct themselves accordingly as a representative of VGFN at all times.

If travel is required, the employee will follow the Travel Regulation and Claims Policy.

M. Resolution of Workplace Issues

It is the policy of VGFN to establish an efficient and fair procedure for the resolution of workplace issues in an effort to minimize conflict. VGFN will strive to ensure unresolved issues are investigated with appropriate actions implemented in a timely fashion. All attempts should be made to resolve the issue prior to commencing a formal complaint process.

This Policy assumes that employees will act in good faith and will not make false accusations when reporting any wrongdoing or alleged wrongdoing. An employee who knowingly or recklessly makes statements or disclosures that are not in good faith could be subject to discipline, which may include termination.

1. Informal Resolution

An employee should bring any work-related problem to the attention of their immediate supervisor as soon as possible so the problem may be resolved in a timely manner. The individuals involved are encouraged to resolve

workplace problems informally and in an atmosphere of mutual respect. If either wishes, the issue may be moved to the next managerial level in their department.

All interpersonal issues, not related to work, must be resolved by the involved individuals outside of work hours. All workers are expected to report to work fulfilling their roles and responsibilities. Employees that carry such issues into the workplace whereby work performance is being affected, will be subjected to the progressive discipline process.

2. Formal Complaint Review Process

The formal complaint procedure may be used at any time by an employee or former employee to request the review of a complaint. All steps of the process will be documented and copies of all correspondence and minutes of meetings will be kept on file.

3. Initial Written Complaint

To initiate a formal review, the employee must notify their supervisor in writing within two (2) weeks of the occurrence on which the complaint is based.

The written complaint should contain the following information:

- name and address of complainant and position;
- description in detail, including date and time, of the nature of the complaint;
- the names and positions of all persons alleged to be involved in the complaint;
- other supporting material; and
- date submitted and employee's signature.

4. Supervisor Review and Response

The employee's supervisor will investigate and respond to the employee's complaint in writing within one (1) week of receiving the employee's written complaint. If the supervisor is unable to settle the complaint to the satisfaction of the complainant within one (1) week after receiving the written complaint, the employee will forward the written complaint and the supervisor's written response, if any, to the employee's Director.

5. Department Director Review and Response

The department Director will review and investigate the complaint and provide a ruling on the complaint within one (1) week after receiving the written complaint.

If the complaint originates from a position that reports directly to the Chief or is a complaint against a person who reports to the Chief, the Chief will review and provide a final decision within two (2) weeks. For clarity, the Chief will additionally review and provide a final decision with respect to any complaint which is submitted in respect of alleged wrongdoing of a Councillor.

6. Appeal Process

If the employee is dissatisfied with the department Director decision (or the Chief's decision if the complaint originates with or is against a person who reports to the Chief or if the complaint is in respect of a Council member), the employee may forward an appeal to the Executive Director of the complaint within one (1) week of receiving the decision from the department Director (or Chief). Likewise, if the employee reports to the Chief, the employee must forward an appeal to Council of the complaint and will follow the same process.

The Executive Director will meet with Council within two (2) weeks to review the appeal and a decision will be considered final and binding. The appeal decision shall be made in writing within one (1) week of the appeal review decision meeting and provided to the complainant, including the reasons for the decision. Likewise, if the employee reports to the Chief, Council will meet following the same timeline.

The appeal decision shall be made in writing within one (1) week of the appeal review decision meeting and provided to the complainant, including the reasons for the decision.

Employees are urged to use the appeal process for substantive issues. Employees who abuse the appeal process for issues that are reasonably deemed frivolous or vexatious and unfounded and whose behaviour causes disruption to the workplace, will be disciplined accordingly.

N. Progressive Discipline and Termination

Progressive discipline is the process of using increasingly severe steps when an employee fails to correct a problem after being given a reasonable opportunity to do so. The underlying principle of sound progressive discipline is to use the least severe action that you believe is necessary to correct the undesirable situation. The typical process of an employee progressive discipline program is as follows but it must be understood that not all steps are required, depending on the situation:

- a) Counselling
- b) Verbal Warning
- c) Written Warning
- d) Suspension Without Pay
- e) Termination

VGFN believes in attempting to resolve many conduct or performance problems in the most informal, positive and progressive manner possible, whenever appropriate.

Copies of letters and minutes of meetings will be maintained in the employee file.

1. Determining Discipline

It is important to determine the proper level of discipline in each situation. In other words, “the punishment must fit the crime.” Consistency in discipline is important. How others have been treated for similar infractions should provide the primary basis for determining appropriate action, but there are several factors that may justify increasing or decreasing the level of discipline:

- the employee’s length of service;
- record of performance and conduct;
- whether the employee was provoked;
- whether the misconduct was with or without intent;
- whether the employee knew the rules and those rules have been consistently enforced on others; and
- whether the employee acknowledges the mistake and shows remorse.

After considering all of these factors, the level of discipline can be determined.

2. Grounds for Progressive Discipline

There are generally two reasons for disciplining employees:

Performance issues

Performance issues may appear due to the employee not having the skills or knowledge to do their job. These issues should be addressed by undergoing a performance evaluation and incorporating training and development as needed. An employee will be provided performance expectations and if they are unable to attain satisfactory performance, the supervisor will provide objectives and a timeline for the employee to demonstrate improvement. If the desired improvement is not attained, the employee will move through the progressive discipline procedure in an effort to correct/improve performance.

Misconduct and Negligence

Misconduct and intentional negligence are generally the more serious problem as it is often deliberate, exhibited by acts of defiance and normally calls for progressive discipline. Sometimes extreme cases of misconduct are grounds for immediate termination.

Examples of inappropriate behaviour and misconduct include, but are not limited to:

- failure to comply with the Code of Conduct;
- unapproved absenteeism;
- smoking in unauthorized areas;
- theft, fraud, or embezzlement;
- working while under the influence of drugs or alcohol;
- falsifying employment or any other records;
- failure to maintain the confidentiality of VGFN information;
- discrimination or harassment;
- fighting, the use of abusive or threatening language or gestures, or any conduct that threatens the safety of others;
- insubordination;
- deliberate concealment of another employee's misconduct;
- abusive or unauthorized use of VGFN supplies and equipment;
- failure to adhere to safety regulations, policies and procedures
- failure to adhere to VGFN policies and procedures; and
- failure to immediately report an accident or job-related injury or submitting a fraudulent injury claim.

3. Counselling

If there has been a problem with performance or conduct, the employee's supervisor will discuss the issue with the

employee. This is the time to make sure it is understood exactly what went wrong and how to prevent it from happening again.

The supervisor should write a brief note confirming the conversation and the agreed-upon course of action to correct the problem. This can be a useful reference later if further discipline is needed.

4. Verbal Warning

A verbal reprimand consists of a verbal statement by the employee's supervisor pointing out an unsatisfactory element of job performance or employee conduct. This is intended to be corrective and defines the area of improvement that is necessary, sets the standard that is required, and informs the employee that failure to improve or meet the required standards will result in further disciplinary action. A copy of the minutes of the meeting will be added to the employee file.

5. Written Warning

A written reprimand consists of a formal letter to the employee that clearly states details of the current issue, lists any previous verbal and written reprimands including dates, the time frame in which the employee is expected to take corrective action and what action will occur should the problem continue to exist or develop again in the future.

The supervisor will seek the guidance of the Human Resources Department. The written reprimand is to be delivered to the employee by their supervisor in a meeting, who will explain the contents of the letter.

Copies of all letters and minutes of meetings will be added to the employee file.

6. Suspension (Unpaid)

An employee may receive an unpaid suspension, the duration of which is determined by the severity of the incident in question along with the employee's previous work record. A full investigation by the employee's department Director, in consult with the Human Resources Director and Executive Director should take place immediately following the violation and the suspension should be delivered immediately once determined necessary, where possible. A letter will be prepared by the Human Resources Director and given to the employee in a meeting with the department Director (or designate), the Human Resources Director and the employee.

If the employee being suspended from work duties reports directly to Chief and Council, a full investigation will be carried out by the Chief or a designate. It should be carried out immediately following the violation and the suspension should be delivered immediately, if possible. A letter will be prepared by the Human Resources Director and given to the employee in a meeting with the Chief (or designate), the Human Resources Director and the employee.

A suspension letter will clearly state details of the current issue, a list of any previous relevant reprimands, details of any investigation, the dates of the suspension, the impact on the employee's pay (i.e. unpaid) and what action will occur should the problem continue to exist or develop again in the future.

Copies of all letters and minutes of meetings will be added to the employee file.

7. Probation (Introductory Period)

All employees must complete a probationary period of three (3) months in their position or as indicated in their letter of offer at the time of initial employment. The probationary period is an extension of the employee's selection process during which the employee will be under observation and evaluation by their supervisor. Generally, this period will be used to train and evaluate the employee with regard to their effective adjustment to work tasks, conduct, observance of policies, attendance and job responsibilities. During this period VGFN is authorized to release, without notice or

justifiable cause, any probationary employee.

8. Termination

Following the probationary period, VGFN must have just cause for termination or otherwise provide sufficient notice and severance, as applicable.

An investigation is to be conducted by the employee's supervisor, their department Director, the Human Resources Director and the Executive Director and the employee must be given the opportunity to explain their behaviour before a decision is made to terminate for just cause. A termination letter will be prepared and, if possible, delivered by the department Director (or a designate) in a meeting attended by the employee and the Human Resources Director.

If the employee reports directly to the Chief and Council, a full investigation will be carried out by the Chief or a designate and the employee must be given the opportunity to explain their behaviour before a decision is made to terminate for just cause. There must be a majority Council vote for a termination for just cause to proceed. A termination letter will be prepared and, if possible, delivered by the Chief in a meeting attended by the employee and the Human Resources Director.

In all termination cases, VGFN will aim to preserve the dignity of the employee and to have them leave with the feeling of being treated fairly and with respect.

Copies of all letters and minutes of meetings will be added to the employee file.

9. Voluntary Termination (Resignation)

Employees voluntarily resigning their employment are asked to provide a minimum of two (2) weeks notice out of courtesy to their employer. Some professional or senior positions will provide notice as stated in their employment agreements. Employees may be asked to participate in an informal exit interview with a supervisor or Human Resources appointee where the employee will be given the opportunity to provide feedback regarding their job and work environment.

10. Notice of Termination and Severance

The VGFN may terminate the employee's employment at any time without cause and without further obligation, and will provide the minimum amount of notice and severance pay required by the Canada Labour Code, as amended from time to time.

Termination and severance pay applies to any employee whose employment is being terminated except as follows:

- an employee who has not completed their probationary period;
- an employee who terminates their own employment;
- an employee who is on a lay-off that does not constitute a termination of employment; and
- where the contract provides an end and that the work ends on that date.

VGFN will make all deductions against the termination and severance pay in the final payout, as required by law.

O. Whistleblower Policy

The purpose of the VGFN Whistleblower Policy is to encourage current and former VGFN employees to communicate events of serious concerns regarding VGFN.

VGFN is committed to conducting itself with honesty and integrity at all times. If, at any time, this commitment is not followed or appears in doubt, VGFN will seek to identify and remedy such situations. Accordingly, it is the policy of VGFN to ensure that when an individual has reasonable grounds to believe that a VGFN employee or Council member has committed, or is about to commit, a serious act, a VGFN whistleblowing event will follow these guidelines:

- the employee may disclose this information;
- the information will be reviewed by the Human Resources Director and the Executive Director to determine if the complaint has been brought in good faith;
- the complainant will be protected from reprisals as long as the concern is found to be brought forth in good faith and is not determined by the Human Resources Director and Executive Director to be vexatious in nature;
- all parties to an investigation will be treated fairly and equitably;
- confidentiality will be maintained to the greatest extent possible; and
- if wrongdoing is found, appropriate remedial and disciplinary action will be taken.

1. Whistleblower Events

A complaint may be submitted if any one of the following incidents occurs:

- violation of any law or regulation;
- gross mismanagement of VGFN funds or assets;
- breach of the Code of Conduct, Confidentiality Policy or Conflict of Interest Policy;
- unethical business conduct in violation of any VGFN laws, bylaws or policies; and/or
- danger to the health, safety or well-being of employees, Council, business partners and/or the community.

2. Procedure

A written report of the alleged wrongdoing will be provided to the employee's supervisor, when possible, who will forward to the Executive Director. If the alleged wrongdoing involves the Executive Director or a Council member, the report will be made directly to Council.

The written report should include the following information:

- description of the activity;
- date complainant became aware of the activity;
- name of individual suspected of the activity; and
- steps taken (if any) prior to making a complaint or allegation (i.e. spoke with supervisor).

Prior to the complaint being investigated, the written report will be reviewed by the Human Resources Director and Executive Director to ensure that no vexatious or frivolous report is brought forward which may compromise the integrity of the Whistleblower Policy. Should the report be found to be not brought forward in good faith, there will be no further investigation into the complaint and the individual reporting the matter may be subject to disciplinary and/or legal action.

Provided a report is determined by the Human Resources Director and Executive Director to have been brought forward in good faith, the complainant shall:

- i. Expect a confirmation of receipt of the complaint within five (5) business days.
- ii. Not be discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against as a result of communicating a genuine concern. Any VGFN employee found to be in violation of this policy when dealing with a complainant may be subject to disciplinary action up to and including termination of employment. Similarly, any Council member found to be in violation of this policy when dealing with a complainant may have their relationship with VGFN terminated.
- iii. Not be required to prove the truth of an allegation, but are required to act in good faith, and to provide sufficient evidence to the person contacted in order to show that there are sufficient grounds for concern. The investigating body may seek further information as may be required.
- iv.

3. Investigation

Once the complaint brought forward has been validated by either the Human Resources Director or the Executive Director as having merit, an investigation will commence.

The Executive Director (or Council if the issue is with the Executive Director or a Council member) in receipt of the complaint will enlist the assistance of the Human Resources Director, other employees, legal counsel or other advisors as may be appropriate to conduct the investigation.

The alleged offender must be advised of the allegations against them prior to a report or recommendation for action being prepared, however this may be delayed preventing potential destruction of evidence during the course of the investigation, and to protect the individual reporting the wrongdoing.

The alleged offender, when provided with the allegation, will be advised not to discuss the matter with others and of the potential consequences of any retaliation against the individual reporting the alleged offence.

An individual who has reported an offence shall be advised that if they experience retaliation in any form, they should report it immediately to the Human Resources Director who will take all measures necessary to correct any impact of the retaliation and to ensure potential for further harm is removed.

Where the allegations are found to be valid, the employee(s) found culpable will be subject to appropriate administrative and disciplinary measures up to and including termination.

Should an individual reporting an offence choose to disclose in a manner that does not conform to this Whistleblower Policy, or who reports an offence in a vexatious or frivolous manner, they also may be subject to disciplinary action.

4. Reporting and Record Keeping

All reports will be maintained in a confidential file (not an employee file) in the Human Resources Department.

A record of the number of disclosures received, investigated, rejected, accepted, and completed will be kept and a report provided at the request of the Executive Director or Council.

5. Confidentiality

Confidentiality, within the context of this Whistleblower Policy is subject to the provisions of federal and territorial laws and regulations.

All complaints will be treated as confidential and sensitive. The complainant shall be provided the opportunity to remain anonymous, save and except in those circumstances where the nature of the disclosure and/or the resultant investigation make it necessary to disclose identity for legal investigations or proceedings.

The results of the investigation will be shared with the complainant to the extent possible and within a reasonable time.