

***Kahnawake
Shakotia'takehnhas
Community Services
("K.S.C.S.")***



Personnel Policy

(including the general terms and conditions
of employment of K.S.C.S. personnel)

Effective September, 2003



Shé:kon

Welcome to Kahnawake Shakotii'a'takehnhas Community Services (K.S.C.S.). K.S.C.S. provides diverse services to our community. Let me congratulate you for successfully acquiring a position with us.

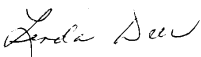
At K.S.C.S. **“Our goal, with the assistance of a team of caring people, is to encourage a healthier lifestyle through promotion, prevention and wellness activities that strengthen pride, respect, and responsibility of self, family and community as Mohawks of Kahnawake”**. We ask all members of our team to try to model and integrate this mission in their behaviour and work.

As a new and important member of K.S.C.S. we know you will have many questions. The attached Personnel Policy will answer some of those questions, but feel free to ask your immediate supervisor or any staff member for help or guidance.

You might want to visit the different facilities which house our operations and a good way to do this is to drop-in on a coffee break. I'm sure one of our veteran staff members would be more than willing to take you around.

The operations are large and there is much to learn, so allow yourself the time and opportunity to take it all in!

Again Welcome!



Linda Deer
Executive Director

This booklet is intended to assist you in becoming familiar with our operations and personnel. You will also be provided with the following:

- Standard Operational Procedures Manual
- Staff listing according to programs & services within K.S.C.S.
- Forms (Oath, Vital Information, etc.)

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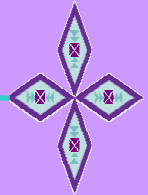
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Preliminary Remark



1. Preliminary Remark

In this document the masculine gender includes the feminine, and is being used for ease of reading purposes.

Purpose and Applicability



2. Purpose and Applicability

2.1 Purpose

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

2.2 Applicability

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

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

Our Mission and Philosophy



3. Our Mission and Philosophy

K.S.C.S. is a Mohawk community-based client driven organization whose mission is enunciated as follows:

“Our goal, with the assistance of a team of caring people, is to encourage a healthier lifestyle through promotion, prevention and wellness activities that strengthen pride, respect, and responsibility of self, family and community as Mohawks of Kahnawake.”

In keeping with the principle of ensuring that services are available for all Kahnawa'kehró:non, K.S.C.S. will not become involved in any political or contentious issues that could alienate the organization from any individual or group to whom it has a responsibility to provide services. Therefore, while respecting the right of free speech, all members of the organization are to refrain from engaging in any political activity or publicly taking a position on any issues unless a clear statement is made that such engagement or position is not reflective of the position or opinion of K.S.C.S., and further provided that their stance or comments do not compromise the integrity and reputation of K.S.C.S. in any manner.

K.S.C.S. is a place for all Kahnawa'kehró:non. It is a family of people who bring a wide range of skills, knowledge and abilities to help our community take back responsibility for its well-being.

K.S.C.S. is also a diverse community where differences of professions and life experiences are valued as rich sources for creative and responsive services.

K.S.C.S. is a home of innovation where there is courage and drive to propose new ideas and, with the assent of management, to test them out and bridge them with traditions and practices that have served our people well.

K.S.C.S. is a house of learning; we learn from our clients, each other and the world around us.

K.S.C.S. is a place where people can come for comfort and support before, during and after times of crisis.

K.S.C.S. is a partner to other services and organizations working to better Kahnawake for our future generations.

We believe responsibility is the cornerstone to success. We will practice it, support it and encourage it in all our work.

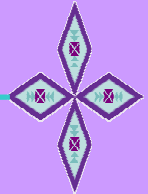
We believe in the importance of listening. The Creator gave us two ears and one mouth as he wanted us to listen twice as much as we speak. Consequently, we will be open to other ideas, concerns and views.

We accept that trust is earned and is like the great pines which, when saplings, must be cultivated and nurtured but when full grown, endure and are strong.

We believe that patience, humility and commitment are important qualities for the work we do. We also value both honesty in addressing concerns and perseverance in times of conflict.

We accept the importance of evaluating and measuring our work to ensure we continue to improve services.

Work Ethics, Conduct and Behaviour



4. Work Ethics, Conduct and Behaviour

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

4.1 General Obligations of Loyalty and Diligence

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

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

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

- (a) devote his full working time, abilities, efforts and resources to properly discharge his functions and execute his work carefully, conscientiously and diligently, and to promote and defend in good faith the legitimate interests of K.S.C.S.; no full-time employee may undertake a secondary occupation without the prior approval of K.S.C.S.; a part-time employee may only undertake a secondary occupation provided it does not compromise, or conflict with the interests of K.S.C.S.;
- (b) support and assist fellow employees and K.S.C.S. management and supervisors in the performance of their duties, even when in disagreement with a particular decision, and demonstrate cooperation and active

participation in the development and implementation of K.S.C.S.' mission;

- (c) display a tactful and positive approach and cooperative behaviour towards fellow employees and K.S.C.S. management and supervisors, and be polite, courteous and obliging when dealing with third persons, especially clients and other persons with whom the employee interacts in the delivery of services to clients;
- (d) demonstrate loyalty and integrity towards other K.S.C.S. colleagues and at no time betray their good faith, abuse their confidence or act unfairly in their regard;
- (e) listen to, understand and appreciate the points of view of all segments of the community, keep himself thoroughly informed concerning all K.S.C.S. programs and services and foster good public relations;
- (f) respect the confidentiality of debates, exchanges and discussions that are work-related, and demonstrate restraint and prudence when making public representation with a view of avoiding any comments that may compromise the integrity of our organization or its members;
- (g) think in terms of “community first” and “service delivery” and accept the responsibility, along with his fellow employees and K.S.C.S. management and supervisors, of seeing that the maximum of available facilities and resources is provided for the well-being of the community;
- (h) avoid undue pressure from any group, maintain objectivity, thoroughness and independence at all times and abstain from “playing politics” in either the traditional partisan or any petty sense, accept loyal criticism and make decisions free from emotion and prejudice only after all elements bearing on a question have been presented and discussed;

- (i) behave, on and off-duty, in a way that pays due regard to the public image and mission of K.S.C.S., and protect the reputation and property of K.S.C.S., its employees and other official representatives;
- (j) be punctual in reporting to work, meetings and discharging his functions, with having reviewed in advance all information relevant to the subject-matter at hand, and by following the agenda to see that work is accomplished on time;
- (k) comply with the instructions received from any designated official representative of K.S.C.S.;
- (l) protect the legitimate interests of K.S.C.S. when making any authorized commitment or disbursement for or on behalf of K.S.C.S.;
- (m) treat all working material and equipment entrusted to him with due care, and inform diligently his supervisor of any significant incident that occurs in connection with his work;
- (n) keep abreast concerning the requirements of his job duties and responsibilities and the proper functions at K.S.C.S., and thrive at constantly maintaining, improving and further developing his qualifications, professional and technical knowledge and skills;
- (o) ensure that all reports, whether verbal or written, are accurate and do not contain misrepresentations;
- (p) abstain from transmitting to the media any comments concerning events connected with the delivery of individual services to clients and direct media inquiries to the designated K.S.C.S. official;
- (q) avoid placing himself in conflict of interest situations and, in particular, abstain from using K.S.C.S. facilities, devices, equipment or other property to promote self-interest or personal gain, abstain from having any direct or indirect

financial interest in any entity with which K.S.C.S. would be entertaining a professional or commercial relationship, and abstain from directing any work to a member of his family or close relation or to a supplier in which a member of his family or close relation has a material interest, unless with the prior approval of his supervisor after all the relevant facts and circumstances have been fully disclosed;

- (r) abstain from soliciting and, except for token consideration customary in the community, accepting any gift, remuneration, recompense or other benefit from anyone in connection with his work, without the prior approval of his supervisor.

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

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

4.2 Confidential Information – During and After Employment

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

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

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

Following the term of his relationship with K.S.C.S., the former employee shall continue to demonstrate loyalty to the organization and its Board of Directors.

4.3 Regular Service Channels

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

4.4 Publications and Communications

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

4.5 Personal Appearance

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

4.6 Anti-Harassment Policy Statement and Process

In the spirit of our mission, we are a team of caring people who are committed to treating people in a respectful and responsible manner in order to maintain a positive and productive work environment and climate that value the dignity of everyone.

Consequently, and as part of this commitment, all K.S.C.S. employees, supervisory and non-supervisory, clients and other users and visitors are entitled to the respect of their honour, dignity, reputation and self-esteem and to enjoy an environment free of harassment, whether based on gender, race, origin, age, disability, religion, civil status or sexual orientation.

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

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

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

- (a) the person who believes to be a victim of harassment and who feels comfortable doing so should tell the alleged harasser that the behaviour is offensive and ask that it stop immediately;
- (b) if this has not already been done, the person who believes to be the victim of harassment is encouraged to advise immediately his supervisor (assuming the latter is not involved in the incident) to obtain any necessary support during the entire process;
- (c) if the harassment continues despite such warning, or if the person who believes to be the victim of harassment is uncomfortable asking the alleged harasser to stop the offensive behaviour, such person should meet as soon as

possible with his supervisor or the Human Resource Coordinator to file a complaint stating the name of the alleged harasser and describing the circumstances of the harassment;

- (d) if deemed appropriate, the supervisor or Human Resource Coordinator may require the assistance of another person to jointly conduct the investigation or entrust upon such person the responsibility of conducting it; in exceptional circumstances, K.S.C.S. may engage outside counsel to conduct the investigation;
- (e) anyone being informed of the complaint shall not disclose to any person the name of the complainant nor the circumstances having given rise to the complaint, except to the extent necessary to conduct the investigation and implement any recommendation in relation thereto;
- (f) once the incident has been reported, the person responsible will carry out the investigation with due diligence and meet separately with the parties involved in the incident together with any other witness whose contribution may be useful;
- (g) if deemed appropriate, the investigator may at any step of the process try to settle the complaint amicably to the satisfaction of all those concerned;
- (h) once the investigation has been completed, the investigator may:
 - (i) reject the complaint if unfounded and recommend no further action;
 - (ii) determine the complaint to be unfounded but nevertheless recommend that the complaining person and/or alleged harasser be reassigned, where possible, so as to limit or eliminate any further opportunity for harassment;

- (iii) uphold the complaint and recommend any measure with the objective of restoring an environment that is respectful of the honour, dignity and self-esteem of everyone, including any form of disciplinary or administrative action (or both) proportionate to the harm inflicted, up to and including dismissal for cause;
- (iv) recommend, if the investigation reveals harassment by a client, other user or visitor of K.S.C.S. or by any other third party, appropriate measures relative to the incident;
- (i) the person who, in good faith, files a complaint of harassment and any other person who cooperates in the investigation, shall be protected against any form of reprisals, intimidation or discrimination; anyone engaging in such retaliation will be subjected to an investigation for harassment and the above-described process will be re-initiated.

4.7 Health Care and Accident Prevention

The employee shall comply conscientiously with all health, safety and security rules and regulations, shall make proper and adequate use of all devices and equipment designed to prevent accidents or illness, and shall take precautions to protect the safety and health of all persons in and around K.S.C.S. premises, facilities, installations and equipment. The employee shall also actively support and cooperate with K.S.C.S. in the implementation and maintaining of safe working conditions at all times, in particular by making sure work areas are neat and clean, and by familiarizing himself with the location of fire extinguishers, escape routes and emergency exits.

Any occupational accident or incident, or working conditions that an employee believes are unsafe, should be reported in writing immediately to his supervisor or, if absent, to another representative of K.S.C.S. before leaving the premises if possible or, otherwise, as soon as possible.

4.8 Information Technology Environment

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

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

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

The employee should be aware that K.S.C.S. may, from time to time, monitor its IT and telecommunications environment, including e-mail and internet access, without advance notice to the employee and without his consent, to ensure compliance with the foregoing.

4.9 Alcohol and Other Drug Use During Work-Related Activities

K.S.C.S. is committed to delivering efficient and professional services and programs to improve the quality of life of the Kahnawake community members, and to maintaining a work environment that protects the health and dignity and ensures the safety and well-being of all employees and the persons to whom they provide services. That commitment is jeopardized when any

employee uses alcohol or other drug or misuses medication or traditional medicine in the workplace or attends any work-related activity under their influence.

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

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

- (a) "drug" includes alcohol, alcoholic, spirituous, vinous, fermented malt or other intoxicating liquor, or combination of liquors, and mixed liquor a part of which is spirituous, vinous, fermented or intoxicating, and all drinks, drinkable liquids, preparations of mixtures capable of human consumption or absorption that are intoxicating, including inhalants and illegal drugs, and prescribed and over-the-counter medications or recommended traditional medicines which inhibit or may inhibit an employee's ability to attend safely and productively any work-related activity, and any other substance capable of altering or adversely affecting the way a person thinks, feels or acts;
- (b) "work-related activity" refers to all activities undertaken in the course of K.S.C.S.' delivery of services and programs irrespective of the specific location, and while travelling to and from any work-related activity, and extends to all situations when an employee is representing K.S.C.S. and to off-work actions involving alcohol or other drugs that may have implications for the workplace or affect the reputation of K.S.C.S. or jeopardize its commitments or mission.

In support of a responsible approach to alcohol and other drug use, K.S.C.S. prohibits:

- (a) any employee being unfit to attend any work-related activity, including travelling to and fro, because of the use

or after-effects of alcohol, other drug, medication or traditional medicine;

if an employee is asked to attend any unscheduled work-related activity while under the influence of alcohol, other drug, medication or traditional medicine, it is the responsibility of the employee to refuse the request and ask that the assignment be delegated to another employee;

- (b) the misuse of traditional medicine or medication (for example using a medication not as it has been prescribed, using someone else's prescribed medication, combining medication and alcohol use against direction), both prescribed and over-the-counter, while attending any work-related activity, including travelling to and fro;

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

the employee is encouraged to report to his supervisor the use of any medication or traditional medicine that may impact negatively on his attending safely and productively any work-related activity;

- (c) while attending any work-related activity, or travelling to and fro, the use, possession, distribution, offering, sale or purchase of any alcoholic beverage by an employee;

the only exception to this provision will apply to moderate use, possession or purchase of an alcoholic beverage at functions that are sponsored or encouraged by K.S.C.S. and which have been approved by management; the consumption of an alcoholic beverage under these circumstances will not excuse any employee from compliance with the other policies or work rules, and with all applicable laws and regulations;

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

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

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

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

4.10 Prohibition to Administer Medication or Traditional Medicine

No prescribed medication or traditional medicine shall be administered to clients by employees unless a written order by a qualified medical practitioner or community healer mandates an employee to do so. It is however acceptable for K.S.C.S. employees to assist clients in taking medication prescribed by a qualified medical practitioner or traditional medicine prescribed by a traditional healer.

Employment Policy



5. Employment Policy

5.1 Principle

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

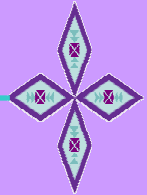
5.2 First Nations Preference

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

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

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

Employment Status



6. Employment Status

Employees working at K.S.C.S. have either one of the following employment statuses:

- **regular full-time employee** – any person who has been hired in a regular position to work the normal hours that correspond thereto and who has satisfactorily completed the probationary period;
- **regular part-time employee** – any person who has been hired in a regular position to work less than the normal hours that correspond thereto and who has satisfactorily completed the probationary period;
- **contract full-time employee** – any person who, under a definite term contract of employment (normally not to exceed one year), has been hired in a position to work the normal hours that correspond thereto;
- **contract part-time employee** – any person who, under a definite term contract of employment (normally not to exceed one year) has been hired in a position to work less than the normal hours that correspond thereto.

Hiring and Probationary Period



7. Hiring and Probationary Period

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

7.1 Reference Check

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

7.2 Pre-Employment Examination or Test

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

7.3 Probationary Period

Employment at K.S.C.S. can also be made subject to the successful completion of a probationary period. The employee hired into a job classification will normally serve a three-month probationary period from the date his employment begins. Such probationary period may be extended at the discretion of management for an additional period determined by agreement between the employee and K.S.C.S. At any time during the probationary period a performance review may be conducted by the employee's supervisor to determine whether the employment of the employee is to be continued or terminated.

An employee may be dismissed by K.S.C.S. at any time during or at the expiry of the probationary period without recourse to the grievance process and arbitration as provided hereunder.

Normal Hours of Work and Flexible Time



8. Normal Hours of Work and Flexible Time

8.1 Normal Hours of Work

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

Normal operating hours. Subject to client needs and to unforeseen circumstances, the normal operating hours of K.S.C.S. shall be from 8:00 a.m. to 10:00 p.m., Monday to Friday. Managers shall adjust the delivery of services and work schedules based on client needs.

Normal hours of work. The normal hours of work, which may vary according to the position being filled, are to be worked normally over a five-day period, exclusive of meal and rest periods.

Meal and rest periods, and weekly days off. Unless circumstances mandate otherwise, the weekly work schedule will allow for a one-hour meal period daily, two 15-minute rest periods to be taken separately during each half of the daily hours of work, and two days of rest in every seven-day period.

General holiday. Where an employee is entitled to a general holiday in a particular week, the normal hours of work of the employee in that week shall be reduced accordingly.

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

Travel time. Travel time to conferences, meetings and other professional appearances shall not give rise to flexible time adjustment as provided for hereafter.

External board, committee meetings. Time spent by an employee appointed by K.S.C.S. for the purpose of attending work-related board or committee meetings of an external or community organization shall be considered as part of his normal hours of work.

8.2 **Flexible Time**

Continuity of services. Due to the particular nature of K.S.C.S.' mission and activities and the continuity of its services, employees may be required to work

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

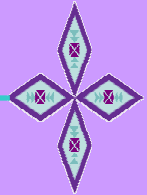
Flexible time. The hours of work of an employee may be extended in excess of the normal daily or weekly hours of work that correspond to his position, as necessitated by K.S.C.S. programs, client needs or other work-related activities.

Compensatory time off. An employee working on a flexible time basis shall record such excess hours and be granted equal compensatory time off (i.e. 1 excess hour of work = 1 hour of compensatory time off) instead of additional compensation, to be taken

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

whichever situation occurs first. Compensatory time off not taken in accordance with the preceding shall be lost unless the employee makes arrangements in advance with his supervisor to determine when such compensatory time off shall be taken. Such arrangements must be reduced to writing by completing a Record of Approval form (or R.O.A.).

Payment of Salary



9. Payment of Salary

9.1 Written Confirmation

The employee's salary and, if applicable, any additional remuneration shall be specified in writing upon hiring and at the time of any subsequent modification. The reimbursement of authorized expenses shall be governed by the applicable K.S.C.S. policy or guideline.

9.2 Periodic Payment

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

9.3 Substitute Day

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

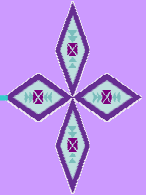
9.4 Transfer to Account

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

9.5 Deductions at Source

Deductions at source shall be made in accordance with the applicable legislation or a court order. Additional deductions shall also be made for set-off purposes, compulsory employee benefit programs, or whenever authorized in writing by the employee.

Group Employee Benefits



10. Group Employee Benefits

10.1 Health Insurance

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

10.2 Pension Plan

Any eligible regular employee is required to participate in, and contribute to, the pension benefits plan to which K.S.C.S. contributes. A contract employee can be offered to contribute to the pension benefits plan, but may choose to exempt himself from such plan for the first twelve months of employment after which time participation will be mandatory.

The employee's contributions will be deducted from each pay and held in his name by K.S.C.S. until the successful completion of his probationary period, upon which all employee contributions will be forwarded to the pension plan administrator. All employee contributions will be reimbursed should the probationary period not be successful.

10.3 Mohawk Self Insurance

All employees of K.S.C.S. are covered under Mohawk Self Insurance (M.S.I.).

10.4 Other Benefits

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

Annual Vacations



11. Annual Vacations

11.1 Earning Paid Vacation

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

11.2 After Ten Years of Service

After ten years of service the regular full-time employee shall earn paid annual vacation at the rate of 2.08 days per month of active service up to a maximum of 25 working days to be used during the employee's current year of service.

11.3 Part-Time Employees

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

11.4 Contract Employees

Every contract full-time employee whose term of engagement is for no less than one year shall be entitled to 5 days of vacation after the first six months of employment and, subject to the prior authorization of his supervisor, may further be granted an additional 5 days of vacation after the first nine months of employment. If applicable, the employee will be paid 4% in respect of all unused earned annual vacation upon the termination of his employment contract.

Every contract full-time employee whose term of engagement is for less than one year and every contract part-time employee will receive 4 % of their wages in lieu of annual vacation upon the termination of their employment contract, but in any event no later than twelve months after the beginning of their employment.

11.5 Planning Annual Vacations

Annual vacations will be scheduled in advance by taking into account the preference of the employees to the extent adequate service to clients and availability of qualified replacement personnel will permit. The employee is required to pre-plan his annual vacation with his supervisor by giving him at least four weeks notice in writing. No more than three consecutive weeks of annual vacation can be taken in a stretch.

11.6 Anticipation of Annual Vacation and Set-Off

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

11.7 Carry-Over of Annual Vacation

Under special circumstances and subject to prior arrangement with his supervisor, which arrangement must be evidenced by completing a Record of Approval form (or R.O.A.), a regular employee's annual vacation, up to a maximum of two weeks, may be carried over and taken during the three-month period immediately following the employee's year of service during which it was earned.

11.8 General Holiday During Annual Vacation

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

Attendance and Personal Wellness Days



12. Attendance and Personal Wellness Days

12.1 Advance Notice of Tardiness or Absence

Any tardiness in reporting to work and any absence from work require prior approval from the employee's supervisor. However, should the employee be prevented from doing so because of last minute legitimate unforeseen circumstances, his supervisor must be advised without delay of the reason and expected duration of the tardiness or absence.

If so requested, the employee shall provide his supervisor with sufficient evidence attesting to the reasons and duration of his tardiness or absence of three days or less. However, should the absence exceed three days, the employee shall, as soon as possible, provide his supervisor with an official attestation (e.g. a written qualified practitioner's certificate) detailing the reasons and duration thereof.

12.2 Personal Wellness Days

The regular full-time employee shall accrue wellness days at the rate of 1.25 days per month of active service up to a maximum of 15 working days per year of service, to be used during the current year of service whenever he is unable to perform his duties due to illness or injury or wishes to attend self-care. Unused wellness days in one year cannot be carried over to any subsequent year.

The regular part-time employee shall accrue wellness days on a pro rata basis in accordance with his hours of work.

If necessary, a regular employee can anticipate wellness days that are expected to accrue during his current year of service. In case of termination of employment, any wellness days taken in excess of the employee's entitlement can be set off against any monies owed by K.S.C.S. to the employee.

The employee shall be entitled to take no more than two consecutive working days at a time as wellness days. Absences for the purpose of using wellness days that exceed two consecutive

working days require prior authorization of the employee's supervisor.

12.3 Employee to Assist and Advise

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

12.4 Examinations or Tests

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

12.5 Return to Work

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

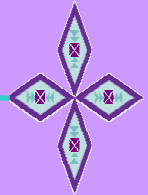
12.6 Health Insurance Benefits

An eligible employee may initiate a claim under the group health insurance plan available to K.S.C.S. employees. The employee is responsible for accessing, completing and submitting all required forms for health insurance benefits. Since the short-term disability coverage under the group health insurance plan does provide for a seven-calendar day waiting period before benefits begin, the employee would be well-advised to save as many wellness days as possible in order to continue to be remunerated during such waiting period.

12.7 No Guarantee of Employment

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

General Holidays



13. General Holidays

13.1 Paid Holidays

The employee is entitled to 13 holidays with pay during any calendar year, such holidays to coincide with the general holidays falling within any period of his employment.

13.2 Thirteen Holidays

The general holidays are the following:

- | | |
|-------------------|---------------------|
| 1. New Year's Day | 8. Labour Day |
| 2. January 2 | 9. Thanksgiving Day |
| 3. Good Friday | 10. December 24 |
| 4. Easter Monday | 11. Christmas Day |
| 5. Planting Day | 12. Boxing Day |
| 6. First of July | 13. December 31 |
| 7. Fourth of July | |

13.3 Substitute Day

Should New Year's Day, January 2, First of July, Fourth of July, December 24, Christmas Day, Boxing Day or December 31 fall on a Saturday or Sunday that is a non-working day, the employee shall be entitled to a holiday with pay to be taken on the working day immediately preceding or following that general holiday, as determined by K.S.C.S.

13.4 Non-Working Day

With the exception of, and subject to, subsection 13.1 above, when a general holiday falls on a day that is a non-working day for the employee, he shall be entitled to a holiday with pay at some other time, which may be added to his annual vacation or granted as a paid day off at a time mutually convenient to the employee and K.S.C.S.

13.5 Working on a Holiday

Should the employee be required to work on a day on which he is entitled to a holiday with pay, he shall be given a holiday and pay, equivalent to his regular wages for that day, to be taken at some other time, which may be added to his annual vacation or granted at a time mutually convenient to the employee and K.S.C.S.

13.6 No Entitlement

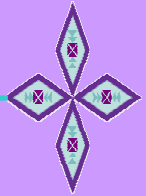
The employee shall not be entitled to be paid for a general holiday

- (a) that occurs during the first 30 days of his employment with K.S.C.S. if the employee does not work on that day; or
- (b) on which the employee does not work, if he is not entitled to wages for at least 15 days during the 30 days immediately preceding the general holiday; or
- (c) on which the employee did not report for work after having been called to work on that day; or
- (d) in respect of which the employee makes himself unavailable to work on his working day immediately preceding and immediately following the general holiday.

13.7 Traditional Holidays

The employee practicing traditional beliefs or a religious creed who wishes to observe other traditional or religious holidays is required to make arrangements in advance with his supervisor to determine how such additional time will be made up. Such arrangements must be reduced to writing by completing a Record of Approval form (or R.O.A.).

Special Leaves of Absences



14. Special Leaves of Absence

14.1 Bereavement Leave

In the event of the death of a member of his immediate family, the employee shall be entitled to bereavement leave without loss of pay on his normal working day(s) that occur during the three days coinciding with and/or immediately following the day of the death.

In the event of the death of his uncle or aunt, the employee shall be entitled to bereavement leave of one day without loss of pay to be taken during the period coinciding with the day of the death until and including the day of the funeral.

Where warranted, additional travel time, to the extent of two extra days without loss of pay, may be granted to the employee subject to prior authorization of the employee's supervisor.

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

“Immediate family” means, in respect of the employee:

- (a) the employee's spouse or common-law partner;
- (b) the employee's father and mother and the spouse or common-law partner of the father or mother;
- (c) the employee's children and the children of the employee's spouse or common-law partner;
- (d) the employee's grandchildren;
- (e) the employee's brothers and sisters;
- (f) the grandfather and grandmother of the employee;

- (g) 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; and
- (h) any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

In this subsection “common-law partner” means (i) a person who has been cohabiting with an individual in a de facto union for one year or (ii) who has been cohabiting with an individual in a de facto union and are the parents of the same child.

14.2 Maternity and Parental Leaves

Health at Risk. The employee who is pregnant or nursing shall be entitled to an unpaid leave of absence during the period from the beginning of the pregnancy to the end of the twenty-fourth week following the birth if she provides her supervisor with a certificate of a qualified medical practitioner of her choice indicating that she is unable to work by reason of the pregnancy or nursing and indicating the duration of that inability.

Maternity Leave. The employee who has completed six consecutive months of continuous service and provides her supervisor with a certificate of a qualified medical practitioner certifying that she is pregnant shall be entitled to an unpaid leave of absence of up to seventeen weeks, which leave may begin not earlier than eleven weeks prior to the estimated date of birth and end not later than seventeen weeks following the actual date of birth.

Parental Leave. The employee who has completed six consecutive months of continuous employment shall be entitled to an unpaid leave of absence of up to thirty-seven weeks to care for his newborn child or a child who is in his care for the purpose of adoption in accordance with the law. Such leave may only be taken during the fifty-two-week period beginning on the day on which the child is born or comes under the care of the employee.

The aggregate amount of leave that may be taken by two employees under this paragraph in respect of the same birth or adoption shall not exceed thirty-seven weeks.

Aggregate Maternity and Parental Leaves. The aggregate amount of leave that may be taken by one or two employees under subsections Maternity and Parental Leave in respect of the same birth shall not exceed fifty-two weeks.

Four Weeks Advance Notice. The employee who intends to take a leave of absence from employment under subsections Maternity and Parental Leave shall give at least four weeks notice in writing to the supervisor unless there is a valid reason why that notice cannot be given, and inform him of the length of leave intended to be taken. Similarly, the employee shall give at least four weeks notice in writing to the supervisor of any change in the length of leave intended to be taken, unless there is a valid reason why that notice cannot be given.

Accumulation of Pension Benefits, etc. The pension, health and disability benefits and the length of service of the employee who takes a leave of absence under this section 14 shall accumulate during the entire period of the leave, and where contributions are required from the employee in order for him to be entitled to such benefits, the employee shall pay, within a reasonable time, those contributions for the period of the leave unless, before taking leave or within a reasonable time thereafter, the employee notifies K.S.C.S. of his intention to discontinue contributions during that period. However, should the employee elect to discontinue his contributions, then the pension, health and disability benefits shall not accumulate during such leave of absence.

Other Benefits. As for benefits other than those referred to above (for example, annual vacation), they will not be earned during a leave of absence under Maternity or Parental Leave. However, the employment of the employee upon his return to work shall be deemed to be continuous with employment before the employee's absence for the purpose of calculating benefits that are determined on the length of service (for example, the leave of absence will count in determining service towards the years of service necessary to establish the amount of annual vacation due in a full year).

14.3 Other Family Leaves

Subject to prior arrangement with his supervisor, the regular full-time employee shall be entitled to paid leave of absence to attend the following:

- | | | |
|-----|--|--------|
| (a) | for his own wedding | 3 days |
| (b) | for the wedding of his child | 1 day |
| (c) | for the birth or adoption of his child | 2 days |

The regular part-time employee shall be entitled to the above-mentioned paid leaves of absence on a pro rata basis in accordance with the average of his daily wages for the days worked during the complete period of pay preceding the leave.

14.4 Other Personal Leaves of Absence

Subject to adequate service to clients and availability of qualified replacement personnel, K.S.C.S. may grant to a regular employee an unpaid leave of absence of up to one year for compassionate or other legitimate personal reasons. Employment benefits will not be earned during a leave of absence under this section. However, the employment of the employee upon his return to work shall be deemed to be continuous with employment before the employee's absence (for example, the leave of absence will count in determining service towards the years necessary to establish the amount of annual vacation due in a full year). The authorization for such leave of absence must be evidenced by completing a Record of Approval form (or R.O.A.).

Because of the duration of the employee's leave of absence hereunder, or changes in the delivery of its services or programs, K.S.C.S. may not be able to guarantee to the employee any specific position or continued employment within the organization, and consequently reserves the right to make any determination relative thereto during, or at the expiry of, such leave of absence.

14.5 Military Leave of Absence

K.S.C.S. shall grant to a regular employee an unpaid military leave of absence to attend scheduled drills, training or active duty if so

called by the Canadian or U.S. armed forces. Although unpaid, the employee may use any available paid time off during his absence.

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

Subject to the above, employment benefits will not be earned during a military leave of absence. However, the employment of the employee upon his return to work shall be deemed to be continuous with employment before the employee's absence for the purpose of calculating benefits that are determined on the length of service (for example, the leave of absence will count in determining service towards the years of service necessary to establish the amount of the annual vacation due in a full year).

Protection of Employee Privacy



15. Protection of Employee Privacy

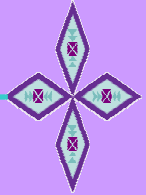
15.1 No Information to Third Persons

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

15.2 Change in Personal Information

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

Job Criteria, Filling Vacancies and Job Recruitment



16. Job Criteria, Filling Vacancies and Job Recruitment

16.1 Job Criteria

Job opportunities within K.S.C.S. will be assessed by the managers and the Executive Director in order to determine the criteria that will be considered to fill a position.

The criteria to be considered for the purpose of filling a position may include all or any combination of the following elements:

- responsibilities
- tasks
- performance
- training
- attitude (professional and interpersonal)
- salary
- reporting
- urgency or need to fill (based on program functioning)
- duties
- qualifications
- skills
- aptitudes
- experience (required and desired)
- working conditions
- opportunity
- circumstances of vacancy
- any other relevant criteria

The criteria that will be considered by management to fill a position will determine whether it may be filled from within the organization to the extent that qualified or “qualifiable” employees being fit for promotion, transfer or developmental opportunities are available.

16.2 Filling Vacancies

General. A selection committee may choose any of the following options for the purpose of filling a vacancy within the organization: promotion, transfer, developmental opportunity, new or vacant position, or special consideration.

Promotion. When an employee is being raised in position based on any combination of criteria as determined by management, with or without increased salary.

Transfer. When an employee moves from a position within an existing K.S.C.S. program to a comparable position within the same or another K.S.C.S. program.

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

New or Vacant Position. When a new position is created or a position becomes permanently vacant and management determines that there is no qualified, interested or immediately available candidate from within the organization, K.S.C.S. may recruit from the outside through public competition.

Special Consideration. Should the position become vacant before the probationary period has been successfully completed by the incumbent, K.S.C.S. reserves the right to resort either to internal promotion, transfer or developmental opportunity, or to recruit another suitable candidate from the same or other public competition.

16.3 Job Recruitment

Job recruitment may be conducted through public competition or selective recruitment.

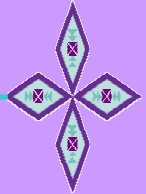
Public Competition – Regular Employee Positions. Public competition for regular employee positions will be announced through public notice in conspicuous places or any appropriate media for a period that may usually vary between one to four weeks. Management is responsible for establishing a selection committee and will ensure members are knowledgeable regarding the position to be filled. Applications will be screened and selections made for interviews based on skills, qualifications,

aptitudes, experience, training, and any other relevant criteria determined by the designated selection committee.

Public Competition – Contract or Consultant Positions. Public competition for contract or consultant positions will be announced through public notice in conspicuous places or any appropriate media for a period that may usually vary between one to four weeks. Contract specifications will determine whether a selection committee or individual managers will review applications and make the appropriate selection. Submissions will be judged on work quality, economic viability, time constraints and any other relevant criteria.

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

Modification of Work Assignment and Professional Training



17. Modification of Work Assignment and Professional Training

17.1 Modification of Work Assignment

To the extent required by its programs and the delivery of services to clients, K.S.C.S. may, on a temporary or permanent basis, reassign, transfer or promote an employee within or between programs or services.

17.2 Professional Training

General. K.S.C.S. may require that an employee attend professional training courses, seminars or other skill-developing activities. The employee is also encouraged to acquire the knowledge of, and develop his abilities to become efficient in, complementary, related or different tasks or functions relevant to K.S.C.S.' activities through career and self development.

Professional Training. This means the learning experience required of an employee by K.S.C.S.

Career Development. This means the learning experience related to a process of obtaining the qualifications for a position other than the one currently held by the employee. This other position must be relevant to K.S.C.S.' activities.

Self Development: This means the learning experience initiated by the employee and authorized by K.S.C.S.

Financial Support. When related to professional training, the registration fee and the travel and lodging expenses will be paid by K.S.C.S.

Career development requests and payment or reimbursement of the costs associated thereto may be authorized depending on merit, relevancy, previous identification in the employee's performance review, K.S.C.S. needs and the financial situation of the supporting K.S.C.S. program. Such authorization must be evidenced by completing a Record of Approval form (or R.O.A.).

Self-development, to the extent that it has been previously identified in the employee's performance review, together with cost sharing arrangements and time off related thereto, may be discussed and agreed upon by the employee and the manager to the extent of the relevancy of the employee's individual development objective to the activities of the supporting K.S.C.S. program. If applicable, such agreement must be reduced to writing by completing a Record of Approval form (or R.O.A.).

Time Away From Job. The employee undergoing professional training shall be considered to be at work and paid accordingly. Hours of work performed in excess of a full day of professional training will give rise to compensatory time off instead of additional compensation.

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

The employee undergoing self-development will not be considered to be at work and authorization for a paid or unpaid leave of absence will be determined by the manager.

Attending Conferences. Each manager is responsible for administering his yearly conference and seminar budget and determining attendee(s). Consequently, management is under no obligation to apportion such budget amongst employees, and the latter have no right with respect thereto.

17.3 Stage

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

Work placements for educational purposes (a.k.a. "stages") can be included into work activities if the employee is already working within K.S.C.S. If possible, K.S.C.S. will allow the employee to perform their stage within the organization as long as the agreed

upon work placement will not interfere with their regular job description.

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

This support is consistent with the Personnel Policy (Article 17) regarding Modification of Work Assignment and Professional Training, as it relates to career and self-development.

Inter-Organizational Temporary and Permanent Transfers



18. Inter-Organizational Temporary and Permanent Transfers

18.1 Temporary Transfer – Secondment

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

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

18.2 Permanent Transfer – Quality Improvement Accountability Framework

K.S.C.S. is a member organization under the Quality Improvement Accountability Framework (“QIAF”) of Kahnawake and as such has entered into an arrangement with other QIAF organizations whereby the latter have agreed to mutually recognize the years of service employees have earned while in the employ of another QIAF organization.

Under the terms of such arrangement, a QIAF organization will recognize and credit the length of service an employee has earned with a previous QIAF employer provided the transfer to the hosting organization is uninterrupted. However, while periods of casual employment, project contractual service,

stage or apprenticeship cannot be considered for the purpose of establishing the length of service, persons hired under recurrent definite term contracts may have such aggregate duration be recognized and credited as continued length of service provided it is confirmed as such by the previous QIAF employer to the hosting QIAF organization.

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

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

Disciplinary Action



19. Disciplinary Action

19.1 General

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

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

19.2 Verbal Warning

The supervisor should give a verbal warning for minor first or second offences. The employee should be told what obligation was violated, why that obligation should not be violated and how to correct improper conduct. After having given positive reinforcement to the employee, the supervisor should obtain an acknowledgment from the employee that he understands the problem and a commitment that improvement will be made on pain of being subjected to harsher discipline the next time. The supervisor shall make a written record of all verbal reprimands and insert it in the employee's personnel file.

19.3 Written Reprimand

In cases of serious offences or repeated violation of minor offences, a written reprimand is in order. The supervisor should clearly set forth in the written reprimand the seriousness of the violation. If the written reprimand is for repeated violations, it should outline each prior violation and the counselling that the employee was given after each such violation. The reprimand should also inform the employee of the further disciplinary consequences that could possibly follow should there be any subsequent violation. The original of the reprimand should be given to the employee and a copy be inserted in the employee's personnel file.

19.4 Suspension Without Remuneration

Prior to dismissing him, the supervisor should first consider suspending without remuneration a long-term employee with a good work record who has committed a serious violation. Also, a suspension without remuneration may be used should an employee continue to habitually commit minor offences and the supervisor wish to have the employee realize the seriousness of the continuous violations. The employee shall receive an explanation of why he is suspended and be clearly informed of the beginning and end of the suspension and of the consequences bearing on his employment relationship should any other violation occur.

19.5 Dismissal for Cause

The employee shall be dismissed for cause if he has committed a series of minor offences sanctioned by verbal warning, written reprimand or suspension without remuneration, or if he is guilty of a serious offence, including a culminating minor offence subsequent to a suspension without remuneration.

Grievance Process and Arbitration



20. Grievance Process and Arbitration

An employee having a complaint relative to his employment relationship with K.S.C.S. that has not been resolved to his satisfaction may file a grievance and, if still unresolved after exhaustion of the grievance procedure, submit it to final arbitration hereunder.

20.1 Grievance Step 1 – Immediate Supervisor

The employee shall present his supervisor with his grievance in writing within 14 days from the occurrence of the event giving rise to the complaint, or within 14 days of the knowledge thereof by the employee, but in all cases no more than two months from the event. The supervisor has 14 days to respond to the written grievance. This time period may be extended upon agreement of the employee and supervisor. Should the employee be dissatisfied with his supervisor's findings, he may bring his grievance for review under step 2 of the grievance process within the following seven days.

20.2 Grievance Step 2 – Grievance Committee

The Human Resource Coordinator will convene a grievance committee comprised of two managers, exclusive of the employee's supervisor, to review the grievance and make any recommendation with respect thereto. The grievance committee may interview the employee and any other person that is involved. The grievance committee will render its recommendation within 14 days. This time period may be extended upon agreement of the employee and the grievance committee. Should the employee be dissatisfied with the grievance committee's recommendation, he may bring his grievance to appeal under step 3 of the grievance process within the following seven days.

20.3 Grievance Step 3 – Executive Director

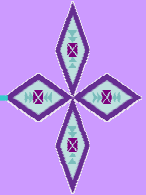
The Executive Director may interview the employee and any other person that can provide clarification of the situation. The Executive Director will render his decision within 14 days. This time period may be extended upon agreement of the employee and the

Executive Director. Should the employee be dissatisfied with the Executive Director's decision, he may bring it to arbitration for final determination as provided hereafter.

20.4 Arbitration

Once the grievance procedure has been fully exhausted, and should the employee wish to pursue his grievance further, then such grievance shall, within 30 days from the issuance of the Executive Director's decision under step 3 of the grievance procedure, be submitted obligatorily by the employee to final arbitration, exclusive of judiciary, quasi-judiciary or administrative tribunals.

Termination of Employment



21. Termination of Employment

21.1 Regular Employees

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

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

Notwithstanding the above, K.S.C.S. may

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

21.2 Contract Employees

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

Subject to subsection 21.2, employment shall terminate upon the expiry date of the term of the individual contract of employment. However, should K.S.C.S. and the employee wish to re-enter an

employment relationship beyond the expiry date of the contract of employment, they shall execute a new written individual contract of employment. Should ever the employee remain in employment beyond the expiry date of the term of the original contract of employment without the parties having yet entered into a new contract of employment in writing, the original contract of employment shall not be presumed to have been renewed automatically for an indefinite term, but shall be transformed thereafter into a renewable weekly contract, under the same terms and conditions and until such time as K.S.C.S. and the employee make a final determination as regards their reemployment relationship.

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

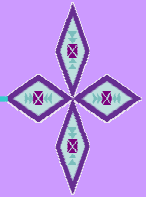
Notwithstanding the above, K.S.C.S. may

- (a) notify the employee that his services are no longer required effective as of a specific date and pay him an amount equivalent to the regular wages that he would have earned between such date and the expiry of the seven-day period pursuant to subsection 21.2, or expiry of the two weeks' notice period to which the employee would have been entitled as complete and final settlement of any compensation of whatever nature that he could claim as a result of the termination of his employment;
- (b) waive the notice period to be given by the employee, in which case the employment shall be terminated forthwith, such that the employee shall not be entitled to any subsequent remuneration nor to any compensation of whatever nature as a result of the termination of his employment.

21.3 Dismissal for Cause

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

Reimbursement of Expenses and Travel Advances



22. Reimbursement of Expenses and Travel Advances

Employees who incur expenses or require advances as a result of their approved professional activities must conform to the following conditions (where applicable, all requests must be reduced to writing and authorizations evidenced by completing a Record of Approval form (or R.O.A.).)

22.1 Vehicle

Use of Personal Vehicle. Due to the particular nature of K.S.C.S.' mission and activities employees must be mobile and may be required to use their personal vehicle for professional purposes.

Kilometer Rate. Employees who use their personal vehicle at the request of their supervisor shall be reimbursed at the approved kilometer rate as it may be adjusted from time to time. No more than one round trip per day will be reimbursed by K.S.C.S., except if authorized differently by the supervisor.

Liability Insurance. Before requesting that an employee use his personal vehicle for professional purposes, the supervisor shall ensure that the driver is adequately protected to the extent of a minimum \$1,000,000 public liability and property damage insurance. The employee must submit proof thereof to his supervisor. Employees who do not have public liability and property damage insurance in that minimum amount will only be entitled to reimbursement of one half of the approved rate.

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

Rental. Rental of a vehicle must be approved by the supervisor or K.S.C.S. Director of Operations.

22.2 Travel Advances and Overnight Stay

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

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

Meals and Incidentals. Personal meals will be reimbursed – no receipt required – at the approved rate as it may be adjusted from time to time. Incidentals will be reimbursed – no receipt required – only when overnight stay is mandated.

Telephone. The K.S.C.S. calling card may be used for as much professional calls as are required. It can also be used for one personal call daily, not to exceed 5 minutes, only when overnight stay is mandated.

22.3 Meals

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

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

22.4 Filing Receipts

Receipts. Except for meals and incidentals that do not require receipts, employees are responsible for providing official receipts for all authorized expenses in order to be reimbursed.

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

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



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