



# Mamu Tshishkutamashutau

Personnel Policy

CODE: C.001

CATEGORY: HUMAN RESOURCES

RESPONSIBILITY: DIRECTOR OF HUMAN RESOURCES

APPROVAL: BOARD OF TRUSTEES

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On behalf of MTIE, we would like to welcome our teachers and staff to a new school year and give a warm thank you for your positive attitude and determination! To ensure a fair and equitable approach to human resource management within the Mamu Tshishkutamashutau Education System we ask that you carefully read over our Personnel Policy.

Ninan ute Mamu Tshishkutamashutau Innu kaitussenanut niminuenitenan tekushiniek<sup>u</sup> tshetshi natshitusseik<sup>u</sup> ute nikatshishkuamatsheutshuapinanit.

Kassinu tshika kukuetshimitinan tshetshi minu tshitapatimek<sup>u</sup> ume mashinaikan. Tshetshi kassinu nashtutatishut auen eshi-uauitshiakanit kaitussesht kie katshishkutimatshet. Tshima kassinu minu-paniek<sup>u</sup> tshe tshishkutamatsheik<sup>u</sup> ussi-pipun.

***- Mamu Tshishkutamashutau***

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## DEFINITIONS

**2.1 "Board"** means the Mamu Tshishkutamashutau Board appointed by the Mushuau Innu First Nation and the Sheshatshiu Innu First Nation to carry out responsibilities as set out in the approved mandate.

**2.2 "Board Administration"** means the Chief Executive Officer, Directors, School Directors, Board Administration and Support Staff. "Employer" means Mamu Tshishkutamashutau as represented by the Chief Executive Officer or designate.

**2.3 "Casual Employee"** means an individual hired to temporarily replace a classroom assistant, or other Para-Professional and Support Staff.

**2.4 "Employee"** means a person who is employed by Mamu Tshishkutamashutau.

**2.5 "Employer"** means Mamu Tshishkutamashutau as represented by the Chief Executive Officer or designate.

**2.6 "Full Time Employee"** means an Employee who is employed on a permanent basis and whose normal work week is twenty hours or more.

**2.7 "Hiring Committee"** means a committee constituted to conduct an approved selection process and recommend a candidate(s) for appointment.

**2.8 "Instructional Staff"** includes the following: School Principals, Innu Vice Principals, Vice Principals, Classroom and Resource Teachers, Guidance Counselors, Classroom Assistants, Community Liaison, Receptionists and Administrative Assistants.

**2.9 "Outpost Leave"** to participate in Nutshimit activities.

**2.10 "Part-time Employee"** means an Employee who is employed on a permanent basis and whose normal work week is less than twenty hours.

**2.11 "Probationary Employee"** means an Employee who is required to successfully complete a probationary period before being declared a Full Time or Part-Time Employee.

**2.12 "Salary and/or Wages"** means an income received from Mamu Tshishkutamashutau in return for services provided as an Employee.

**2.13 "Support Staff"** includes Facilities Managers and Custodians.

**2.14 "Supply Teacher"** means an Employee hired to temporarily replace a teacher.

**2.15 "Term Employee"** means an Employee hired for a specific and limited period of time.

## RECRUITMENT AND SELECTION



**3.1** Mamu Tshishkutamashutau will seek to fill every vacant position with the most qualified candidate with the goal of increasing the employment and promotion of qualified Innu.

**3.2** Mamu Tshishkutamashutau will have a standing Personnel Committee. The committee is comprised of the following four (4) members: one member of the Board; the Chief Executive Officer; the Director of HR; and the school Director.

**3.3** The Hiring Committee will be comprised of at least three (3) members of the Personnel Committee, including one Board member, the Chief Executive Officer, the Director of Human Resources, and the Principal, Supervisor or designate.

**Members of Hiring Committees will be excused from participating and a replacement appointed in the event that:**

**3.4.1** One or more of the applicants is a close relative of the Hiring Committee member including mother, father, son, daughter, spouse, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

**3.4.2** One or more of the applicants is a relative of the Hiring Committee member not covered in the above, and, in the opinion of the Chief Executive Officer or Director of Human Resources, creates a conflict of interest for the Hiring Committee member.

**3.4.3** In the opinion of the Chief Executive Officer or Director of Human Resources there are extenuating circumstances that might unfairly influence a Hiring Committee member with respect to a specific applicant or applicants.

**The Board has the exclusive authority to:**

**3.5.1** Create new positions within the organization

**3.5.2** Hire the Board Administration; and appoint Principals on the recommendation of the Chief of Executive Officer.

**The Chief Executive Officer has the authority to:**

**3.6.1** Approve staffing action for a vacancy.

**3.6.2** Constitute a Hiring Committee in consultation with the the Director Human Resources.

**3.6.3** Enter contracts with teaching and para-professional staff based on recommendations from the Hiring Committee.

**3.7** The Director of Human Resources shall ensure that for every vacancy for which the Board has approved an up to date job description and statement of qualifications is in place.

**3.7.2** The position is advertised locally and where appropriate externally; and advertisements state clearly terms of reference, qualifications required, experience desired, salary range, closing date, requirement for references, and a contact person for inquiries.

**Applications will be screened and an interview list established in accordance with the following:**

**3.8.1** The Director of Human Resources, with the School Director, will carry out a preliminary screening on all applications received by hand, mail, fax or email by the closing date eliminating those applications, which do not meet the minimum, required education, experience or other essential qualification.

**3.8.2** The Hiring Committee will meet to screen applications, which have been approved during the preliminary screening, to determine a priority applicant list.

**3.8.3** The Director of Human Resources, with School Director, will require a Certificate of Conduct with Vulnerable Sector Check.

**3.8.4** All successful applicants for certified teaching positions will be required to hold a valid Newfoundland and Labrador Teaching Certificate.

**3.8.5** Interviews will be offered to those applicants on the priority list who meet all requirements.

**3.9** Interviews will be conducted in person, by video conference or by telephone.

**3.10** A set of questions will be drawn up in accordance with the requirements of each position and all candidates will be asked the same questions.

**3.11** Recommendations made by the Hiring Committee will normally be made by consensus. Where consensus is not possible but the majority of the Hiring Committee, including the applicable School Director, recommend a candidate, a hiring recommendation may be made.

**3.12** If successful, the candidate will be notified by telephone with a letter of offer to follow.

**3.13** Reference checks will be completed for candidates selected for an interview. The Director of Human Resources can make reference checks for candidates who are community members and/or resident in the community.

**3.14** All other candidates who have been interviewed will be informed in writing of the result of the competition immediately following the decision of the Committee.



## TERMS AND CONDITIONS OF EMPLOYMENT

### Ethics and Confidentiality

**4.1.1** The School Director will inform all Employees of Mamu Tshishkutamashutau Code of Professional Practice and the cultural and ethical considerations connected with living and/or working in Innu communities.

**4.1.2** Each Employee will conform to professional standards of conduct, including but not limited to, dealing with potential conflicts and issues of confidentiality.

**4.1.3** Employees may from time to time become privy to information about financial and personal affairs of students, parents and other individuals not generally available to the public. Employees will utilize the information obtained only for the purpose of improving the quality of education for individual students.

**4.1.4** All Mamu Tshishkutamashutau Employees, directors, and committee members will be required to sign an oath of confidentiality agreeing not to divulge information regarding the business affairs of the Mamu Tshishkutamashutau, its Employees, students or information contained in personnel records without the express consent of the unless legally required to do so. Any employee acting contrary to this regulation may be suspended for a term fixed by the Chief Executive Officer. Offences may lead to dismissal.

**4.1.5** Mamu Tshishkutamashutau Employees will protect and care for all property entrusted to them.

### Professional Development

**4.2.1** All new Employees will receive an orientation program. Orientation will consist of an introduction to Innu culture, community orientation, education specific requirements, Board, school and building operations and procedures and curriculum materials.

**4.2.2** Individual training and professional development needs will be assessed during regularly scheduled Employee and program evaluations.

**4.2.3** Every endeavor will be made to hold mandatory training during professional development days or during normal school hours where feasible.

**4.2.4** Overtime provisions will not apply to professional development outside of regular school hours.

**4.2.5** Employees may be assigned leave to pursue approved professional development.

**4.2.6** Subject to prior approval, the board may provide partial or complete financial support for individual professional development or career advancement training.

## PERFORMANCE APPRAISAL

**4.3.1** Employees will be evaluated on the basis of their job descriptions, accepted professional standards, adherence to Board policies, contributions to their school, and the community personal development and general attitude to their work and to students.

### The goals of performance appraisals are to:

- (a) assist Employees to improve their performance;
- (b) formally recognize Employee performance;
- (c) improve communication between employees and the Principal and School Directors;
- (d) form the basis for consideration of continuation of employment and promotion;
- (e) form the basis of written references when requested by Employees;
- (f) form the basis to recommend probationary certified teachers for permanent Certification; and
- (g) to provide an opportunity for self-evaluation and self-development which are Important in achieving growth in the employee's role.

**4.3.3** A formal appraisal may be scheduled any time during employment with Mamu Tshishkutamashutau.

**4.3.4** Written evaluations will be scheduled in accordance with the following School Staff:

EMPLOYEE	EVALUATION
Probationary Teacher	Twice per school year
Continuing Teacher	Once every three school years
Probationary Para-professional	Once per school year
Permanent Para-professional	Once every three school years
Probationary Support Staff	Once per school year
Permanent Support Staff	Once every three school years

**4.3.5** All written evaluations of Employees must be signed and dated by the Principal, the Director of Human Resources and the Employee.

**4.3.6** The Employee is entitled to copies of all written evaluations.

**4.3.7** Original written evaluations will be placed in the Employee's personnel file.





## LEAVE

**4.4.1** Once every three (3) months and upon request, an Employee is entitled to be informed of the balance of their leave entitlements.

**4.4.2** An Employee is not entitled to pay during periods when that Employee is under suspension without pay or absent without leave.

### Annual Leave

**4.5.1** Instructional Staff are not entitled to Annual Leave. Holidays for Instructional Staff are set in the yearly school calendar.

**4.5.2** Support Staff are entitled to twenty (20) days annual leave plus the Christmas holiday set forth in the yearly school calendar.

### Entitlement to Summer Pay

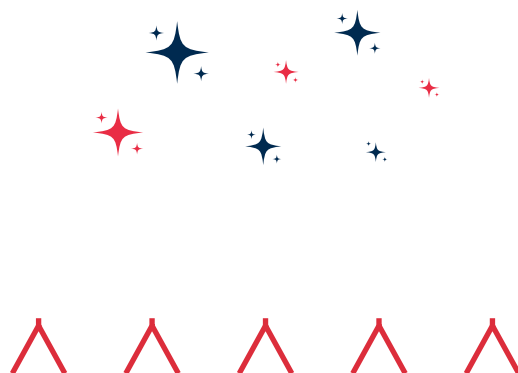
**4.6.1** Instructional Staff will normally receive their annual Salary paid out over a twelve month period.

**4.6.2** For Instructional Staff who have worked less than a full school year, the eligible amount of summer pay will be equivalent to the proportional holdback for that Employee.

### Designated Paid Holidays

**4.7.1** If so noted in the current school calendar, the following are designated paid holidays for permanent and Probationary Employees. The noted paid holidays which occur during the winter or spring breaks are not to be considered as additional entitlements for Employees.

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day
- (e) National Indigenous Peoples Day
- (f) Canada Day
- (g) Labour Day
- (h) Thanksgiving Day
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day



**4.7.2** If the statutory holiday falls on a Saturday or Sunday, the following Monday shall be observed as a holiday.

## **Bereavement Leave with Pay**

**4.8.1** For the purpose of this clause, immediate family is defined as:

- (a)** a spouse, including common law spouse
- (b)** dependent children, including children of a legal or common law spouse
- (c)** brothers, sisters
- (d)** aunts, uncles
- (e)** parents, step-parents or foster parents
- (f)** grandparents
- (g)** grandchild
- (h)** father-in-law/ mother-in-law
- (i)** any relative of the Employee who resides permanently with the Employee

**4.8.2** When a member of an Employee's immediate family dies, the Employee shall be entitled to bereavement leave with pay for a period not to exceed three (3) days for purposes relating to the bereavement.

**4.8.3** Employees may request bereavement leave for a period not to exceed three (3) days to attend the funeral of a relative other than those set out in 4.8.1, a close friend or a respected Elder. Such leave will be granted at the discretion of the School Director with due consideration to the operational requirements of the school.

**4.8.4** If leave is granted pursuant to 4.8.2 or 4.8.3, and if the funeral is being held outside the community, Employees may request additional two (2) leave days for the purpose of attending the funeral.

**4.8.5** An Employee has the option of returning to work earlier upon mutual consent with the employer.

**4.8.6** An Employee taking Bereavement Leave in excess of 3 days (additional 2 days from travel) total of 5 days and any additional days should be taking leave without pay.

## **Court Leave with Pay**

**4.9.1** An Employee is entitled to leave with pay if the Employee is required to:

- (a)** attend jury selection.
- (b)** serve on a jury.
- (c)** be a witness before a court, grand jury, judge, justice, magistrate, coroner, Senate, House of Commons, Parliamentary committee, legislative council or assembly.

## **Pregnancy Leave**

**4.10** A pregnant Employee is entitled up to 17 weeks pregnancy leave of absence without pay in accordance with employment regulations unless her due date falls fewer than 6 months after she commenced employment.

**4.10.1** In the event that a pregnant Employee's due date falls fewer than 6 months after she commenced employment and the Employer was not informed prior to hiring the Employee, that Employee may be dismissed from her position when she is no longer capable of performing her assigned duties.

**4.10.2** An Employee may begin her pregnancy leave not earlier than 13 weeks prior to the due date and end not later than 17 weeks following the day on which she gives birth.

**4.10.3** Does not apply with respect to a pregnancy that ends with a still birth or miscarriage.

**4.10.4** If the birth of the child has not occurred during the 17 weeks of pregnancy leave, then the pregnancy leave is extended until the birth of the child.

**4.10.5** An Employee planning to take pregnancy leave shall give the Employer:

**(a)** written notice at least two weeks before the day the leave is to begin; and

**(b)** if the Employer requests it, a certificate from a legally qualified medical practitioner stating the due date.

**4.10.6** An Employee who has given notice to begin pregnancy leave may begin the leave;

**(a)** on an earlier day than was set out in the notice, if the Employee gives the Employer a new written notice at least two weeks before that earlier day; or

**(b)** on a later day than was set out in the notice, if the Employee gives the Employer a new written notice at least two weeks before the day set out in the original notice.

**4.10.7** Where an Employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, 4.10.5 does not apply and the Employee shall, within two weeks after stopping work, give the Employer:

**(a)** written notice of the day the pregnancy leave begins or is to begin; and

**(b)** if the Employer requests it, a certificate from a legally qualified medical practitioner stating:

**(i)** in the case of an Employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and starting her due date; or

**(ii)** in any other case, the due date and the actual date of the birth, still-birth or miscarriage

**4.10.8** An Employee's pregnancy leave ends if she is entitled to parental leave, 17 weeks after the pregnancy leave began or if she is not entitled to parental leave on the day that is the later of, 17 weeks after the pregnancy leave began, and (ii) six weeks after the birth, still birth or miscarriage.

**4.10.9** An Employee may end her leave earlier than the day set out in subsection (1) by giving her Employer written notice at least four weeks before the day she wishes to end her leave.

**4.10.10** An Employee who has given notice under 4.12.9 to end her pregnancy leave may end the leave on an earlier day than was set out in the notice, if the Employee gives the Employer a new written notice at least four weeks before the earlier day; or on a later day than was set out in the notice, if the Employee gives the Employer a new written notice at least four weeks before the day indicated in the original.

**4.10.11** An Employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the Employer at least four weeks' written notice of the termination. This does not apply if the Employer constructively dismisses the Employee.

**4.10.12** In the event of conflict between employment regulations with respect to pregnancy leave, as they may exist from time to time, and the provisions for Mamu Tshishkutamashutau pregnancy leave as set out above, the employment regulations 'shall apply.

## Parental Leave

**4.11.1** An Employee who has been employed by his or her Employer for at least 6 months and who is the parent of a child is entitled to parental leave of absence up to 63 weeks without pay following the birth of the child or the coming of the child into the Employee's custody, care and control for the first time.

**4.11.2** An employee may begin parental leave no later than 63 weeks after the day the child is born or comes into the Employee's custody, care and control for the first time.

**4.11.3** An Employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends.

**4.11.4** Subject to 4.13.6, an Employee wishing to take parental leave shall give the Employer written notice at least two weeks before the day the leave is to begin.

**4.11.5** An Employee who has given notice to begin parental leave may begin the leave:

**(a)** on an earlier day than was set out in the notice, if the Employee gives the Employer a new written notice at least two weeks before that earlier day; or

**(b)** on a later day than was set out in the notice, if the Employee gives the Employer a new written notice at least two weeks before the day set out in the original notice.

**4.11.6** If an Employee stops working because a child comes into the Employee's custody, care and control for the first time earlier than expected:

**(a)** the Employee's parental leave begins on the day he or she stops working; and the Employee must give the Employer written notice that he or she is taking parental leave within two weeks after stopping work.



**4.11.7** An Employee's parental leave ends 63 weeks after it began. If the Employee also took pregnancy leave, the Employee's combined pregnancy and parental leave shall be no more than 78 weeks.

**4.11.8** An Employee may end his or her parental leave earlier than the day set out in 4.13.7 by giving the Employer written notice at least four weeks before the day he or she wishes to end the leave.

**4.11.9** An Employee who has given notice to end his or her parental leave may end the leave:

**(a)** on an earlier day than was set out in the notice, if the Employee gives the Employer a new written notice at least four weeks before the earlier day; or

**(b)** on a later day than was set out in the notice, if the Employee gives the Employer a new written notice at least four weeks before the day indicated in the original notice.

**4.11.10** An Employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the Employer at least four weeks written notice of the termination. This does not apply if the Employer constructively dismisses the Employee.

## Outpost Leave

**4.12.1** Outpost leave will be available for all Employees to participate in Innu-led cultural activities dependent on the Employer's needs of the First Nation for a period of 10 days each school year. These 10 days will be normally taken with 5 days approved in the Fall and 5 days in the Spring, approved by SIS/MINS School Director in the absence of the Principal. Approval of Board Administration Outpost Leave is by the Chief Executive Officer.

**4.12.2** There will be no carry over from year to year of Outpost Leave.

## Educational Leave

The Mamu Tshishkutamashutau recognizes that the education, training, and cultural development of its Employees are important and should be encouraged and supported to the extent that is possible. This policy is intended to provide Employees with opportunities to obtain additional education or training in order to increase their competence, enhance their skills and prepare them for job advancement.

**4.13.1** Mamu Tshishkutamashutau will reimburse all eligible Employees for tuition, textbooks and other approved educational fees upon successful completion of an approved course of study.

**4.13.2** All eligible expenses for reimbursement must be approved by the Chief Executive Officer in advance of the onset of the course

**4.13.3** An Employee who takes special education leave and assistance may, at the discretion of the Board, be required to make a commitment to remain in the employ of Mamu Tshishkutamashutau for a specified...

period of time or to reimburse Mamu Tshishkutamashutau for any monies expended by Mamu Tshishkutamashutau on his/her behalf if the Employee prematurely terminates his/her employment.

**4.13.4** A position may be held available or made available for an Employee who is taking educational leave, at the discretion of the Board.

**4.13.5** All full time Employees of Mamu Tshishkutamashutau who have been employed at the Board for at least two (2) years will be eligible for educational leave and or assistance subject to Board approval.

**4.13.6** No Employee will be granted leave where the leave would affect the delivery of services.

## Leave of Absence

**4.14.1** A leave of absence, not to exceed three (3) months subject to operational requirements, may be granted if approved by the Director of Human Resources and the Board.





**4.14.2** A leave of absence will not be approved for Employees to take another job in another organization.

**4.14.3** Leaves of absence will be without pay.

**4.14.4** Employee requests for leaves of absence must be made in writing at least six (6) weeks prior to the onset of the leave period.

**4.14.5** Coverage under the Health Benefits Plan can continue during the leave of absence subject to an Employee request. Both Employer's and Employee's share of these premiums, where applicable, will be deducted from the last pay cheque prior to the commencement of leave

## **Sick Leave**

**4.15.1** An Employee will be entitled to twelve (12) accrued sick days in a school calendar year. The accrued sick days will be given "in good faith" at the start of the school year with the expectation that the full time Employee will work for the entire school calendar year. If termination of employment occurs during the school calendar year, an accrual of 1.2 sick days per month will be applied.

**4.15.2** An Employee will be entitled to carryover to the next school year, six (6) sick days to be added to the twelve (12) sick day entitlement. Maximum accumulation of sick days is 178 days, therefore the maximum Employee sick leave in a year is 190.

**4.15.3** A permanent Employee who is unable to attend to her or his duties due to sickness or injury or the sickness or injury of a child or spouse will be entitled to sick leave with pay provided that she/he has the necessary sick leave credits.

**4.15.4** All Employees must notify their supervisor of illness by phone or other means. Notification must be received one half hour prior to work commencement where practical. The supervisor will keep a record of sick leave taken by Employees.

**4.15.5** Three (3) consecutive days of absence due to sickness or injury will require a written statement from the Employee. Further, five (5) consecutive days of absence due to sickness or injury will require an Employee to bring a doctor's certificate to the Employer.

**4.15.6** If an Employee has prior medical arrangements that occur directly before or after Christmas, Easter or Summer holidays, the Employee will be required to supply a signed and dated notice of attendance from the medical professional.

**4.15.7** At no time will accrued sick leave be paid out.

## **Discretionary Leave**

**4.16.1** Subject to approval by the Director of HR, Employees may be eligible for Discretionary Leave.

**4.16.2** Discretionary leave may be granted in cases of Emergency personal and/or family situations (illness or emergency in family).

**4.16.3** Discretionary leave may be granted in cases of non school sponsored extra or co-curricular activities.

**4.16.4** Discretionary leave may be granted in cases of non school sponsored in-service activities.

**4.16.5** In no event may discretionary leave exceed three (3) days in any school calendar year.



**4.16.6** Discretionary leave may be granted in cases of death of a staff member.

**4.16.7** Discretionary leave cannot be carried over from year to year.

### **Non-Discretionary**

**4.17.1** Subject to the approval by the Principal or Supervisor, Employees may be eligible for Non-discretionary leave.

**4.17.2** In no event may non-discretionary leave exceed three (3) days in any school calendar year.

**4.17.3** Non-discretionary leave cannot be carried over from year- to- year.

**4.17.4** Non-discretionary leave and/or leave without pay will not be granted to any Employee to extend Christmas, Easter, Summer and other designated holidays as defined by the yearly school calendar.

### **Leave Without Pay**

**4.18.1** Under normal circumstances, Leave Without Pay will only be granted in cases of a documented medical or personal emergency.

### **Travel Delays**

**4.19.1** If an Employee becomes weather delayed after Christmas, Easter or Summer holiday and cannot attend work, the Employee will be paid daily Salary and/or Wages, up to a maximum of three (3) days immediately following the holiday. Should there be a school closure during the first three (3) days, this day will be considered as one of the aforementioned travel days.

## **REMUNERATION**

**4.20.1** All Instructional Staff Salary and/or Wage scales are updated annually by Director of Human Resources.

**4.20.2** For Certified Teaching Staff, placement on the MTIE Teacher Salary Scale is in accordance with Newfoundland and Labrador Teacher Certification regulations. Teachers are placed on the scale according to Certification Level and a Statement of Experience from Newfoundland and Labrador Department of Education. Certified Teaching Staff Salary is increased on the scale by each year of experience.

**4.20.3** The Board uses the NL Registrar's Statement of Teaching Service as the first and primary indicator of a teacher's years of experience, when initially assessing them the approved Salary scale.

**4.20.4** In situations where there is a discrepancy over the Registrar's assessment or the Employee is having difficulty obtaining all required documents for the Registrar from their previous Employers, Board Management can review the details and make a determination of the recognized years for Salary purposes.

**4.20.5** All other Instructional and Support Staff other than Certified Teachers are placed on the appropriate MTIE Salary scale for their position. All new Employees are placed at Step 1 of the scale and increased on the scale by each year of experience in the position.

**4.20.6** A year of experience in all circumstances is considered to be 190 days.

## EMPLOYEE ASSISTANCE PROGRAM

Mamu Tshishkutamashutau strongly supports self help programs. An Employee's voluntary participation in a self-help group is encouraged, where appropriate. If actual or potential job performance is affected by medical behavioral stress, a specific self-help program may be developed with staff.

- 5.1** A 'troubled' Employee is an Employee with identified medical behavioral problems that adversely affects job performance.
- 5.2** Mamu Tshishkutamashutau believes that early recognition and referral of a troubled Employee affords the best chance for improved job performance and encourages Employees to seek help on their own.
- 5.3** It is the responsibility of Board Administration, Principals and Supervisors to work cooperatively to refer Employees for diagnosis and treatment on the basis of unsatisfactory job performance. Every effort should be made to correct the job performance deterioration through the Employee's individual effort. Supervisors should not attempt to counsel the Employee on their own.
- 5.4** The Employee is responsible for complying with a referral for diagnosis and cooperating with prescribed treatment. Employees who refuse evaluation/diagnosis and do not improve their job performance to acceptable levels will be subject to discipline or dismissal at the discretion of the Board.
- 5.5** Use of the program outlined in this procedure will in no way affect an Employee's confidentiality and privacy will be respected.
- 5.6** The Employee may have her/his workload lightened temporarily while circumstances exist.

**5.7** Treatment Leave up to maximum of 8 weeks or duration of treatment program may be granted for Employees attending an approved treatment program. This leave may only be granted once during an Employee's terms of employment and must be recommended by the directed supervisor/manager and authorized by the Chief Executive Officer.

## STAFF CONDUCT

- 6.1** Employees will dress in a manner appropriate to their duties and to the situation.
- 6.2** Employees are to keep in mind that they represent Mamu Tshishkutamashutau.
- 6.3** School staff are expected to dress in clean casual clothing. Clothes should be non provocative and not tight fitting. Short shorts are not appropriate.
- 6.4** Employees shall conduct themselves in a courteous and professional manner when dealing with students, parents and the public.
- 6.5** All Employees of the Board shall, in the work place and away from the work place, conduct themselves in a manner so as not to discredit themselves, Innu schools or Mamu Tshishkutamashutau.
- 6.6** Smoking is permitted only in designated smoking areas and at prescribed times during the working day.
- 6.6** The illegal use, distribution or selling of, alcohol beverages, cannabis, illegal drugs or substances will not be tolerated and will be grounds for immediate dismissal.

**6.7** No Employee shall hold a position that creates a conflict of interest between the Employee and Mamu Tshishkutamashutau.

**6.8** The Employee will declare any potential conflicts of interest prior to signing a letter of offer and at any time thereafter in the event of a potential conflict.

**6.9** The Employee shall advise the School Director of outside employment opportunities beforehand and the School Director shall, within a reasonable period, advise the Employee if a conflict of interest exists or not and whether it would interfere with the Employee's normal course of duties for Mamu Tshishkutamashutau.

**6.10** An Employee may hold other employment, or hold a political position, provided that:

- (a)** the Employee's work performance with Mamu Tshishkutamashutau is not jeopardized in any way;
- (b)** there is no conflict of interest; and
- (c)** the job does not interfere with the working hours of Mamu Tshishkutamashutau.

*The purpose of the following section is to ensure compliance by all Mamu Tshishkutamashutau Employees with all applicable legislation regarding freedom from harassment in the workplace. This includes all forms of unlawful harassment including implied or expressed forms of sexual harassment and discrimination. For greater clarity, it is noted that this section also applies to harassment and discrimination of students by teachers and para-professionals and to teachers and para-professionals by students. The Mamu Tshishkutamashutau Board adopts a zero tolerance approach to harassment and discrimination in its schools and offices and appropriate corrective action will reflect this approach.*

**6.11** No person shall be discriminated against on the basis of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability or conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered.

**6.12** Section 14 of the Human Rights Code, 1988 prohibits harassment on the basis of sex. Harassment in this context means a course of vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome;

**6.13** Section 7(3) of the Human Rights Code, 1988 prohibits sexual solicitation or advances made by the Employer or any Employee in a supervisory position, or any other person who is in a position to confer, grant, or deny a benefit or advancement when the person making the solicitation or advance knows or ought to know that it is unwelcome.

**6.14** Furthermore, no person in a position to confer, grant, or deny a benefit shall penalize, punish, or threaten reprisal against that person for the rejection of a sexual solicitation or advance.

**6.15** Any Employee who feels that they have been harassed or discriminated against should tell the harasser that the conduct is not welcome and is unacceptable. The Employee should document all such occurrences noting the incident, time, date, place, persons involved, and a description of the type of harassment.

**6.16** The Employee should report any incidents of harassment or discrimination to their Principal, School Director, or the Director of Human Resources.

**6.17** Any supervisor to whom an incident is reported will investigate, complete a report and recommend and/or take appropriate corrective actions.

## HOUSE OF WORK

- 7.1** Instructional Staff working hours begin one half hour prior to school commencement and end one half hour after school closure with an appropriate lunch break.
- 7.2** Support Staff working hours will be seven (7) hours per day, scheduled by the Supervisor and dependent on duties and responsibilities.
- 7.3** Instructional Staff will be expected as a condition of employment and without additional remuneration, to participate in extracurricular, professional development activities, field trips, community activities and parent interviews, which fall outside the regular school day.
- 7.4** All Employees will be required to be punctual.
- 7.5** During working hours, all Employees will be expected to remain at the workplace.
- 7.6** When requested, Instructional Staff will be required to attend workshops, staff meetings, Board meetings, parent-teacher interviews, community meetings, training sessions and professional development days.
- 7.7** Disciplinary measures will be taken when Employees are frequently late or absent for no approved reason.
- 7.8** Attendance at staff meetings is mandatory.
- 7.9** Instructional Staff will not be eligible for compensation for overtime work.
- 7.10** Support Staff will be eligible for time in lieu for pre-approved and assigned overtime work beyond the greater of 7 hours a day or 35 hours weekly.
- 7.11** Employees attending courses, training, conferences, seminars, and professional development do not qualify for overtime.

## SECURITY

- 8.1** Security procedures must be followed.
- 8.2** Anyone who has keys or access to a Mamu Tshishkutamashutau schools or residences are responsible for the security of the keys in their care.
- 8.3** It is the responsibility of the Employee to lock their filing cabinets and desks.
- 8.4** Any confidential and student files must be kept locked and/or secure at all times.
- 8.5** Financial documents and statements are confidential and should remain locked and secured at all times.
- 8.6** Security cameras may be installed in classrooms, halls, entranceways and any place on or in the school exterior and school grounds
- 8.7** School Directors along with the School Administration and Facilities Manager (Maintenance) are responsible for the School Safety Plan including, implementation and regular upgrade of the safety plan.



## **Acceptable Use Policy (Information Resources and Technology)**

The MITE Acceptable Use Policy section outlines policies for the use of information resources and information technology systems. Improper use of MTIE information resources and technology could harm the organization's reputation and expose the MTIE and its Employees to legal action. This policy provides guidance to Employees regarding the appropriate use of information technology resources. The MTIE requires that all Employees act in accordance with this policy, relevant laws and contractual obligations, and with a high standard of ethical and professional behaviour. Compliance with this policy is mandatory for all Employees and contractors/consultants of the MTIE. This policy applies to all MTIE information, computer systems, and data that are used for official MTIE business, regardless of its location. Any discipline required for breach of these acceptable use policies will follow the process outlined under the discipline section in this MTIE Policies and Procedures manual.

### **Protecting Information and Shared Resources Employees must:**

- (a)** Follow established procedures for protecting files, including managing passwords, technology, and storing back-up copies of files.
- (b)** Protect the physical and electronic integrity of equipment, networks, software, accounts on any equipment that is used for MT-IE business in any location.
- (c)** Know how to report a virus warning, a hoax, or other suspicious activity.

### **Restricted Access**

Users must not attempt to access restricted files or portions of operating systems, security systems, or administrative systems to which they have not been given authorization. Accordingly, users must not access without authorization: email, data, or programs, or information protected under provincial and federal laws. Users must not release another person's restricted information.

### **Authorized Use**

Users must not use other users' passwords, user ID's, or accounts, or attempt to capture or guess other users' passwords. Users are also restricted from using business equipment for personal use without authorization from the MT-IE. Users must not hide their identity for malicious purposes or assume the identity of another user.

### **Privacy**

User files may be subject to access by authorized Employees of the MT-IE during the course of official business. Accordingly, users should have no expectation of privacy and their activity may be monitored.



### **8.8.6 Proper Use of Resources**

Users should recognize that computing resources are limited and user activities may have an impact on the entire network. Employees must not:

- (a)** Misuse email, including not opening file attachments from unknown, untrusted senders.
- (b)** Spread email widely (chain letter) and without good purpose ("spamming") or flood an individual, group, or system with numerous or large email messages ("bombing").
- (c)** Use streaming audio, video, or real time applications such as: YouTube, Weather monitoring, or internet radio—unless required for work purposes.
- (d)** Download, forward, or email any obscene, offensive, or unethical material.

### **8.8.10 Monitoring**

It should be noted that all MTIE equipment provided to you (including computers, cell phones, smart phones, etc.) and computer systems (including email, internet, printers, etc.), is the property of the MTIE and is intended for use related to MT-IE operations. It should also be said that moderate, inadvertent, personal use will be tolerated, but usage of such equipment may be monitored by authorized personnel for reasons related to network performance, budgetary responsibility, billing accuracy, Employee productivity, etc. Data on MT-IE equipment of Employees is not private. No restrictions shall be placed on MTIE to search work equipment.

### **8.8.11 'Out of Office' Email Message**

Employees who plan to be away from the office for two (2) or more days must set up an "Out of Office" email message that indicates when they expect to return and who to contact in their absence.

### **8.8.12 Voicemail**

Voicemail, when used properly, is an effective client service tool. Employees should ensure their voicemail messages are personalized and time-sensitive, providing callers with the option of leaving a message or speaking with another Employee. All Employees are requested to clear their voicemail messages on a regular basis and to set up an extended away message when expected to be away from the office for two (2) or more business days. The voicemail system is the property of the MTIE. Employees should have no reasonable expectation of privacy in messages transmitted, received and stored on and or through the system. Employees must not attempt to access the contents of others' voicemail boxes unless specifically authorized.



### 8.8.13 Organization Cell Phones and Smart Phones

The MTIE allocates cell phones and smart phones to employment positions within the Organization that require the individual to be accessible at all times due to the nature and responsibility of their job. Allocation of cell phones and smart phones will be based on employment needs, not individual needs. Requests for cell phones and smart phones are to be submitted in writing by the Employee's direct supervisor / manager to the Chief Executive Officer at least two (2) weeks in advance. The request must include:

- (a) Description and title of the position requiring the cell phone or smart phone.
- (a) Timeframes when a cell phone or smart phone will be required (e.g., temporary, short-term, indefinitely)

Rationale indicating a need for a cell phone or smart phone:

- (a) Past travel claims reflecting time spent away from the office.
- (a) Work plans reflecting future travel requirements; and or Reasons why the individual needs to be accessible outside of regular office hours and accessible by whom.

Direct supervisors / managers will be notified by the Chief Executive Officer if the request for a cell phone or smart phone is granted. There may be circumstances whereby a request is denied based on financial constraints or other extenuating circumstances.

The MTIE does monitor usage of cell phones and smart phones on a regular basis to ensure billing accuracy and to monitor any misuse. Limited personal calls are permitted. Lost or stolen cell phones or smart phones must be reported immediately to the direct supervisor to ensure that services are temporarily cancelled until a new phone can be issued.

Cell phones and smart phones must be password protected so that only the intended user is able to access the phone in order to protect MT-IE information and services if a cell phone or smart phone is lost or stolen.

As cell phones and smart phones are not secure, Employees should exercise great caution when discussing MTIE business over the phone, especially with respect to confidential information. Non-compliance with this policy will result in revoking cell phone or smart phone privileges and may result in disciplinary action up to and including dismissal.

Cell phones or smart phones are to be returned immediately upon the request of the Chief Executive Officer or the Employee's direct supervisor/manager.

## USE OF BOARD PROPERTY

**9.0** School equipment, vehicles, telephone, fax, photocopy and internet facilities and any digital or printed information, are for the exclusive use of conducting school and Board business and are not to be used for personal or for private business use.

**9.1** All requests for the use of School property must be made to and approved by Facilities Manager and/or designated from the School Director.

**9.2** A written report must be completed and submitted to the applicable School Director and the Director of Finance when an Employee is involved in an accident when driving a Mamu Tshishkutamashutau vehicle.

**9.3** All Employees are responsible for the care of any equipment entrusted to them and/or property of Mamu Tshishkutamashutau.

**9.4** Upon termination or resignation, all equipment must be returned to Mamu Tshishkutamashutau before the final pay cheque is issued.

**9.5** All Employees are responsible for keeping their classrooms neat and tidy.

### Access to Personnel Files

**10.1** An Employee has the right to have access to her/his personnel file under supervision. The Employee may photocopy correspondence but original cannot be removed from the file.

**10.2** Upon termination of employment, the personnel file remains the property of Mamu Tshishkutamashutau and will not be removed from the office.

**10.3** Former Employees do not have access to their personnel file without the approval of the Chief Executive Officer and Director of Human Resources.

**10.4** References provided at the request of an Employee or former Employee must be based solely on information contained in that Employee or former Employee's personnel file.

**10.5** References provided to an Employee or former Employee by their supervisor will be placed in the Employee's personnel file.

## PROBATION

The purpose of probation is to provide new Employees with a period of on-the-job training and to enable Mamu Tshishkutamashutau and the new Employee to assess an employment decision prior to a long-term commitment.

**11.1** All new interim certified teachers will be on probation for two school years. The School Board may waive the second year of the probationary period for teachers permanently certified in Newfoundland and Labrador.

**11.2** All new Employees other than certified teachers will be on probation up to 6 months.

**11.3** Extension of the probation period will only occur under special circumstances and must be recommended by the Chief Executive Officer and Director of Human Resources in writing. The extension must state the reason for and the length of the extension period. The Employee will receive written notification of the extension of the probation period, the reason for it and the length of the extension.

**11.4** The Board will approve all extensions or terminations of probation periods.

**11.5** Employees who have successfully completed a probationary period, and those for whom the probationary period was waived, are eligible for a continuing contract subject to the approval of the Board.

**11.6** Probationary Employees will normally be notified of their status of continuing employment following a satisfactory written evaluation of their performance.

**11.7** Termination of an Employee on probation cannot be appealed.

## DISCIPLINE

An Employee who has been determined to be in violation of Mamu Tshishkutamashutau's policies and procedures will be subject to disciplinary action. If a violation of policies and procedures is determined to be severe, Mamu Tshishkutamashutau reserves the right to issue a letter of reprimand, suspend or terminate an Employee.

**12.1** There are four (4) levels of discipline:

**(a)** Verbal warning by the Supervisor, Principal or School Director:

**I.** A verbal warning will identify the nature of the problem, why it is a problem, what is expected, how to improve and a timeline for improvement.

**II.** A record of this discussion will be kept in the Employee's personnel file and should include date of the discussion and be signed by the immediate supervisor.

**(b)** Written letter of reprimand by the Supervisor, Principal, or School Director:

**I.** Following a verbal warning, and if a violation of policies and procedures continues, a Letter of Reprimand will be issued. It will include the nature of the problem, why it is a problem, what is expected, how to improve and a timeline for improvement.

**II.** The Letter of Reprimand will be placed in the Employee's personnel file. The Employee will be given the opportunity to address the situation in writing and/or in person. All correspondence will be kept in the personnel file.

**III.** The Letter of Reprimand will indicate possible future consequences if identified problems are not adequately addressed.

**(c)** Suspension

**I.** An Employee may be suspended when accountability, conduct, work habits and or performance violates the terms of Mamu Tshishkutamashutau's policies and procedures, the terms of the contract and/or the law.

**II.** An Employee may be suspended without pay for a period not exceeding thirty (30) days.

**III.** All correspondence will be placed in the personnel file.

**IV.** Following the suspension period, a written report stating the results of the suspension and/or any recommendations will be placed in the Employee's personnel file.

**V.** An Employee who is wrongfully suspended will be reimbursed for any pay plus interest, holidays, sick days or any other benefits withheld during the suspension and a letter of apology will be placed in the personnel file.

#### **(d) Dismissal**

**I.** In the event that an Employee is terminated, the Employee will be notified in writing by the Chief Executive Officer and the Director of Human Resources. All terminations of employment will be approved by the Board, after reviewing the Employee's personnel file and meeting with the School Director and Director of Human Resources. The written notice of termination will include the reason(s) for the termination, as well as the effective date of termination.

### **EMPLOYEE APPEAL PROCEDURE**

The appeal procedure is intended to provide fair and consistent opportunities for resolving issues between and among Employees and Mamu Tshishkutamashutau. The procedure will be one method of providing for Employee feedback and insight on changes to or confirmation of management decisions and practices. Any Employee that has a legitimate employment related complaint may follow these appeal procedures and appeal to the Chief Executive Officer and Director of Human Resources or the Board. All matters will remain confidential.

#### **Informal Appeal Procedure**

**13.1** There are two (2) levels of the informal appeal procedure.

**(a)** The staff member will meet with the Supervisor, Principal and the School Director and/or the Director of Human Resources to discuss the appeal and attempt to resolve it.

**(b)** If still unresolved, the staff member may initiate the formal appeal procedure.

#### **Formal Appeal Procedure**

**13.2** Written appeals will be submitted to the Chief Executive Officer and the Board within two (2) weeks of the event or discussion which prompted the appeal.

**13.3** The Chief Executive Officer will formally respond to the appeal by registered mail within ten (10) days of its receipt.

**13.4** A staff member abandons her/his appeal either by written notification or by failure to respond within stated timeframes.

**13.5** An Employee who is not satisfied with the decision of the Chief Executive Officer and the Board retains the right to pursue legal redress.

### **TERMINATION**

**14.1** Employees who have worked three (3) months or more but less than one (1) year are entitled to written notice of termination of at least two (2) weeks or two weeks wages in lieu of notice.

**14.12** Employees who have worked at least one (1) year but less than three (3) years is entitled to written notice of termination of at least two (2) weeks.

**14.3** Employees who have worked at least three (3) years are entitled to written notice of termination of at least three (3) weeks and one (1) week for each year employed with a maximum notice period of eight (8) weeks.

**14.4** Notice of termination applies to full and part-time Employees.

**14.5** Notice of termination is not required for Probationary Employees.

**14.6** Benefits will be maintained up to and including the final day of employment.

**14.7** If an Employee is terminated without notice, the Employer must provide pay in lieu of notice and maintain benefits for the prescribed period of notice time.

**14.8** Upon termination, any outstanding Salary, travel advances, rent payments or monies owing to Mamu Tshishkutamashutau will be deducted from the Employee's final pay cheque which will be issued within seven (7) days of termination.

**14.9** Notice of termination is not required if:

- (a)** an Employee is hired for a definite term or task;
- (b)** an Employee is temporarily laid off;
- (c)** an Employee is guilty of willful misconduct or disobedience or willful neglect of duty that is not condoned by the Employer;
- (d)** an Employee has refused reasonable alternate work;
- (e)** there is gross insubordination.
- (f)** there is theft, fraud or physical violence.
- (g)** there is a breach of confidentiality.
- (h)** there is a conflict of interest.
- (i)** there is abandonment of position.

**14.10** An Employee will be considered to have abandoned her/his position if the Employee is absent from work without permission for a period of three (3) consecutive working days.

**14.11** Notice of termination due to abandonment will be sent in writing by registered mail and/or hand delivered.

**14.12** An Employee will not be paid for days absent from work without approval.

**14.13** Teacher resignations may be submitted by November 30th to become effective December 31st of that year or by April 30th to become effective August 31st of that year.

**14.14** Non-teacher Employees are encouraged to adhere to the teacher resignation dates as outlined in 14.13 but may resign on four (4) weeks notice.

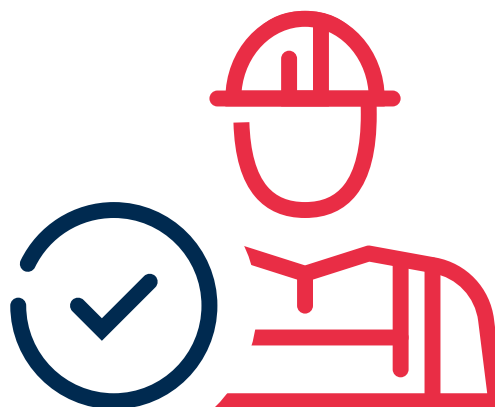
## SAFETY AND HEALTH

**15.1** The Board will make all reasonable provisions for the occupational health and safety of all Employees.

**15.2** Each Principal will Chair an Occupational Health and Safety Committee (OH&S), governed by the MTIE Occupational Health and Safety Policy Statement and Terms of Reference. The OH&S Committee will play the lead role in Safety and Health of Employees and students in the school.

**15.3** In case of physical plant problems including hydro, water, fuel, severe inclement weather or other problems, which would make holding school unsafe for the students, a school may be closed at the discretion of the School Director. A decision to close school due to inclement weather or physical plant problems will be made by the School Director in consultation with the Principal.

**15.4** In the event of school closure, the Principal in consultation with the School Director, will make the decision whether the teachers and other staff members will be required to report to the school for professional activities.





**15.5** In the event of school closure due to a death in the community, parents will be advised in advance of the time that the school will be closed.

## PENSION PLAN

**16.1** All full time Employees, as a condition of employment and of continuing employment, are required to join and contribute the Board's Defined Contribution Pension Plan (DCPP).

**16.2** The DCPP requires a contribution from the Employee of 5.5% of gross Salary and Wages (excluding any allowances or overtime). Mamu Tshishkutamashutau contributes an equal amount to the Employee's DCPP.

**16.3** An additional Retirement Savings Plan (RSP) is available on a voluntary basis. The contribution to this plan is not set. Mamu Tshishkutamashutau contributes an equal amount to the Employee's RSP up to a maximum of 3.5%.

## HEALTH PLAN

**17.1** All full time Employees, as a condition of employment and of continuing employment, are required to join and contribute to the Board's Health Benefits Program.

**17.2** The Employee will contribute 50% of their cost for participation in the Board's Health Benefits Program. Mamu Tshishkutamashutau will contribute the remaining 50% of the cost.

**17.3** The Health Benefits Program is provided by Sun Life Financial and coverage is governed in accordance with the Mamu Tshishkutamashutau agreement with the provider.

**17.4** When an Employee is covered by Long Term Disability insurance under Sunlife, MTIE is no longer responsible to pay into their premiums to Sunlife.

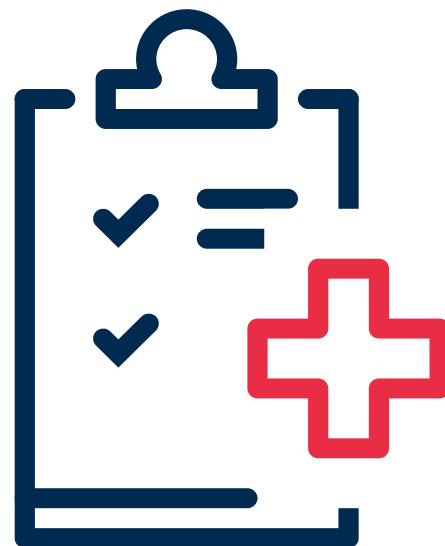
## AMENDMENT PROCESS

### 18.0 Amendment Process

**18.1** The Board has the authority to amend the Personnel Policy.

**18.2** The School Director and the Board will make recommendations as appropriate to the Board with respect to suggested amendments to this policy.

**18.3** Employees will be informed of Amendments to the Policy by Memorandum and at the next scheduled Staff Meeting in each school.







# BOARD ORGANIZATION CHART



## CODE OF ETHICS CONTRACT

As an Employee of the Mamu Tshishkutamashutau, I hereby agree to read and understand the Mamu Tshishkutamashutau policies and procedures, as explained in the Mamu Tshishkutamashutau Administration and Policy Manual and the Mamu Tshishkutamashutau Policy Handbook.

I will fulfill my job responsibilities to the best of my training, abilities and in accordance with the job requirements. I will abide by the policies and procedures of Mamu Tshishkutamashutau and the school to which I am assigned.

I hereby also agree to abide by the Code of Ethics for Instructional and Support Staff:

- 1.** I will carry out the duties of my position conscientiously, loyally, and honestly, remembering that my primary work task is to serve the students of Mamu Tshishkutamashutau.
- 2.** In my actions and words, I will promote and uphold the integrity and dignity of Mamu Tshishkutamashutau and its programs, Board and staff.
- 3.** I will be prompt, courteous, and temperate in the performance of my duties.
- 4.** I will use initiative to find ways of doing my work more efficiently, effectively and economically.
- 5.** I will develop a positive attitude in dealing with students, fellow Employees, community members and the Board Employees.
- 6.** I will be cooperative with my principal, and co-workers, and work as a team member with other Mamu Tshishkutamashutau education Employees.
- 7.** During my hours of employment, I will work solely on my job responsibilities.
- 8.** Within my sphere of responsibility, I will recommend changes of policy, priorities, or procedures, when I believe that such changes would help to meet the objectives of the school or Mamu Tshishkutamashutau.
- 9.** While both on and off duty, I will conduct myself in a manner that will bring credit to me, my school, and Mamu Tshishkutamashutau.
- 10.** I will show respect for the authority and jurisdictional structures of Mamu Tshishkutamashutau.
- 11.** I will continually work towards self-improvement and professional development, through self-evaluation, and availing myself of available literature, upgrading, and training, when the opportunities arise.
- 12.** I will arrive punctually each day, unless there is a valid reason for absence or lateness, in which case I will contact the Principal at the start of the working day.
- 13.** I will fully attend all meetings, workshops, and conferences assigned to me as an official delegate of Mamu Tshishkutamashutau, and will formally report back to my principal and/or the School Board on the proceedings of these meetings.

- 14.** I will dress appropriately for my position as an Employee as I understand that the appearance of Mamu Tshishkutamashutau Employees reflects Mamu Tshishkutamashutau as a whole.
- 15.** I will be courteous and polite towards students, other staff members and to the public.
- 16.** I will give out official and/or confidential information acquired on the job only when the release of such information has been authorized by the Principal and Board.
- 17.** I will use information obtained in the course of my duties for the intended purpose only, not for my own personal interests.
- 18.** I will use information, equipment or supplies which are owned or rented by Mamu Tshishkutamashutau for authorized purposes only, will use such with care, and will report any maintenance required to an appropriate senior staff member.
- 19.** I will refuse any fees, gifts, or other tangibles offered to me in reward for duties performed by virtue of my position.
- 20.** I will not publicly criticize students, parents, other Employees, or the policies of the Board or individual departments. If I feel changes would be advisable, I will provide constructive criticism and suggestions through proper channels, and seek to make the workplace as harmonious as possible.
- 21.** I will attempt to communicate openly with other staff, and to settle internal differences in a constructive manner.
- 22.** I understand my relationship with the Board as a Mamu Tshishkutamashutau Employee to be as follows:
  - a)** The Board will request my attendance at a Board meeting if my presence is required.
  - b)** If I wish to address Board on matters not related to my job, I must take time off work to do so.
- 23.** If my employment position and private interests constitute a conflict of interest, I shall declare this to the School Directors and the Board, who will direct in which manner this may be resolved.
- 24.** I will deal justly and considerately with each student and will respect the right of each student to form his or her own judgment based upon knowledge.
- 25.** I will encourage each student to reach the highest level of individual development.
- 26.** I will seek to better serve the needs of students by designing the most appropriate learning experiences for them.
- 27.** I will accept students for who they are: as individual human beings of worth, with purposes, interests, and needs and will work to earn students' respect through genuine interest in them and their activities.
- 28.** I will establish only mature, professional relationships with students.

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**Employee Signature:**

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**Supervisor / Witness:**

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**Date:**

## **CODE OF PROFESSIONAL PRACTICE**

The Code of Professional Practice shall apply to all professional instructional staff members employed by Mamu Tshishkutamashutau – Innu Education (herein referred to as MTIE) and the Term Employee as used in this code includes all certified teachers that work for MTIE. This statement, arrived at by a consensus of the MTIE Board of Trustees, does not attempt to define all terms of acceptable practice but rather to serve as a guide. Both individual and collective actions taken by members of any professional group may enhance or detract from the status of that profession. MTIE members are expected to be aware of this and to observe general principles of professional practice. (Note: The Code of Professional Practice shall not apply in the case of a professional who, in good faith, provides statements or evidence to a Court of Law, an Arbitration Board, or any body or official duly authorized by MTIE.)

### **Teacher – Pupils**

- 1.1** A teacher's first professional responsibility is to enhance the quality of education provided to the pupils in his or her charge.
- 1.2** A teacher regards as confidential, and does not divulge, other than to appropriate persons, any information of a personal or domestic nature concerning either pupils or their homes.
- 1.3** A teacher does not knowingly undermine the confidence of pupils in their charge.
- 1.4** A teacher will remain as objective as possible in discussing controversial matters in the classroom whether political, religious or racial.
- 1.5** A teacher does not knowingly misuse professional position for personal profit in the offering of goods or services to pupils or other parents.
- 1.6** A teacher does not accept pay for tutoring his or her own pupils in the subject in which that teacher gives classroom instruction.
- 1.7** A teacher accepts that the intellectual, moral, physical and social welfare of his/her pupils is the chief aim and end of education.
- 1.8** A teacher recognizes that a privileged relationship exists between the teacher and his/her pupils and shall never exploit this relationship.
- 1.9** A teacher who has reason to suspect that a child has suffered, or is suffering, from abuse that may have been caused or permitted by any person shall forthright report the suspected abuse to the appropriate authorities (This section applies notwithstanding section 3.2 under Teacher – Colleagues.)



## **Teacher – Employers**

- 2.1** A teacher does not disregard a contract, written or verbal, with MTIE. A staff member does not apply for a specific teacher's position that is not yet vacant.
- 2.2** A teacher, or group of staff members, does not make unauthorized representation to outside bodies on behalf of MTIE.
- 2.3** A teacher does not refuse to follow MTIE directions under a legitimate job request.

## **Teacher – Colleagues**

- 3.1** A teacher reports through proper channels all matters harmful to the welfare of the school. He/she does not bypass immediate authority (Principal) to reach higher authority without first exhausting the proper channels of communication.
- 3.2** A teacher does not criticize the professional competence or professional reputation of a colleague.
- 3.3** A teacher notifies any other staff member whose pupils he/she proposes to tutor on a regular basis.
- 3.4** Teachers do not take any individual or collective action that is prejudicial to MTIE, to other members of MTIE, or to the profession generally.
- 3.5** A teacher does not knowingly undermine the confidence of pupils in another staff member's charge.
- 3.6** A teacher submits to their Principal disputes arising from professional relationships with colleagues that cannot be resolved by personal discussion.
- 3.7** A teacher, who is in an administrative or supervisory position, makes an honest and determined effort to help and counsel another staff member before subscribing to the dismissal of that staff member.
- 3.8** A teacher does not actively oppose the presentation to higher authority of matters duly agreed upon by fellow teachers, except by formal minority report.

## **Teacher – Professional Growth**

- 4.1** A teacher acts in a manner that maintains the honor and dignity of the profession. A staff member assists in the professional growth of colleagues through the sharing of ideas and information. A staff member makes a constant and consistent effort to improve professionally.

## **Teacher – Parents**

- 5.1** A teacher makes a reasonable attempt to establish friendly and cooperative relationships with the home of the students and to provide parents with information that will serve the best interests of their children.

## OATH OF CONFIDENTIALITY

I, the undersigned, hereby agree not to divulge or share any information or records concerning any Mamu Tshishkutamashutau student, other youth, and/or family members of the school community that I may acquire in the course of my involvement and interaction with Mamu Tshishkutamashutau.

I recognize that any improper discussion of, or release of information concerning a student, other youth, and/or their family member is strictly forbidden.

I agree that all discussion, deliberations, records, and information generated and maintained in connection with students, other youth and/or their family members will be kept confidential and will not be disclosed to any unauthorized person.

I agree to that above statement regarding confidentiality.

\_\_\_\_\_  
**Print Name:**

\_\_\_\_\_  
**Signature:**

\_\_\_\_\_  
**Department/School:**

\_\_\_\_\_  
**Date:**

