

**2011**

**KEBAOWEK  
FIRST NATION**



**[POLICY AND PROCEDURE MANUAL]**

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# KEBAOWEK FIRST NATION POLICY AND PROCEDURE MANUAL

## INTRODUCTION

This Policy and Procedure Manual is intended for the impartial process of Kebaowek First Nation.

This manual is the expression of KFN and applies to all employees of KFN. Any modification or amendment to these Policies is subject to the approval of the Council by appropriate resolution.

All Federal laws applicable to labor standards and to the Employment Insurance Program will be followed. Regulations affecting CSST, group insurance and pension plan will also apply.

The objective of this Policy and Procedure Manual is to standardize, to the extent possible, work organization and working conditions for our staff.

The provisions contained in these Policies and Procedure Manual are effective from January 1<sup>st</sup>, 2012.

This Policy and Procedure Manual was modified due to a name change from Eagle Village First Nation to Kebaowek First Nation in 2018.

**Adopted by Council on October 27<sup>th</sup>, 2011 by Resolution number:**

To simplify the reading, the use of the masculine gender includes the feminine and must not be considered to be discriminatory.

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## **Mission Statement**

### **Political:**

To adequately and transparently represent the members of the community on all government levels and issues according to the direction of its members that will ensure the growth and development of the community.

To promote and protect the collective interest of all Kebaowek First Nation members; through the strength and will of its people and guided by their values, culture and traditions.

### **Administrative:**

To provide equal and fair opportunities to all members accessing programs and services according to established policy and procedures for the betterment of the community.

## **Vision Statement**

To develop into a strong, unified community whereas our Anicinabe rights and ownership to our traditional territory have been acknowledged by all government levels.

Whereas our community, through economic development, can prosper in a sustainable manner to be self-sufficient.

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# **KEBAOWEK FIRST NATION**

## **SECTION 1**

### **ROLES AND RESPONSIBILITIES OF CHIEF AND OF COUNCIL AND MANAGEMENT**

**AUGUST 2011**

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## **1.1 Council's Mission**

**1.1.1** To protect and defend the collective rights of Kebaowek First Nation Members, in or out of the community's traditional territory.

**1.1.2** To manage and improve the quality of life for members and their families.

**1.1.3** To provide Kebaowek First Nation Members with quality community services and programs in order to ensure the health, education, economic development opportunities and a secure environment for all ages.

**1.1.4** To create, promote and maintain a climate of confidence, pride and faith in our future as a First Nation.

## **1.2 Basic Principles**

**1.2.1** The Council is the official Government of Kebaowek First Nation, and has full authority on the territory.

**1.2.2** As the democratically elected representatives of Kebaowek First Nation Members, the Chief and Councillors constitute the First Nation Council, which is the only official and legal entity representing Kebaowek First Nation.

**1.2.3** Council operates by democratic rules and attempts to access consensus in all its decisions.

**1.2.4** When consensus cannot be obtained, where each Councillor has the obligation to vote unless there is a situation of conflict of interest, simple majority shall rule.

**1.2.5** The Chief is not obliged to vote except to break a tie vote.

**1.2.6** Council speaks by resolution and all Council decisions are recorded in the minutes of the meetings.

**1.2.7** Council must have quorum to make an official decision. 50% of the members of Council plus one constitutes quorum.

**1.2.8** Council must be transparent, honest, and open and always keep in mind the best interest and wellness of Kebaowek First Nation Members.

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**1.2.9** The Chief and Councillors are individually and collectively accountable to the Members of Kebaowek First Nation.

**1.2.10** The Chief and Councillors must inform the Members on a continuing and regular basis and members must be consulted on important issues.

**1.2.11** The Chief and Councillors must stay in touch with the people of the Community throughout their term in office.

**1.2.12** All Council decisions, policies, priorities, plans, budgets, minutes of meetings, financial reports, audit reports, organizational structures and any other information of public interest which is not personal or confidential, (e.g. employees' or members' personal file,) shall be available to the members.

**1.2.13** No elected person, Administrator or employee can solicit or accept personal transfers of economic benefit of any type while executing his or her mandates unless it goes back to the community of Kebaowek. (See Section 12: Conflict of Interest Code)

### **1.3 Responsibilities of Council**

**1.3.1** Attending all meetings is imperative. If a member of Council is absent on three (3) consecutive meetings (regular and/or special), the Council will take position and can call a general assembly and request the dismissal of the absent Council member.

**1.3.2** Ensure the sound financial management of all services and programs.

**1.3.3** Ensure there are no financial deficits.

**1.3.4** Ensure that the funds are used as specified in the approved budgets only.

**1.3.5** Envision the development and prosperity of Kebaowek First Nation by setting long, medium and short term objectives including priorities.

**1.3.6** Negotiate and sign agreements and contracts on behalf of Kebaowek First Nation.

**1.3.7** Approve the identified needs of the community with the implementation as a goal.

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**1.3.8** Approve plans for services and programs with the implementation as a goal.

**1.3.9** Approve resource requirements.

**1.3.10** Approve operational plans.

**1.3.11** Approve annual and multi-year budgets.

**1.3.12** Control the efficiency and effectiveness of the Administration.

**1.3.13** Manage the hiring and dismissal of the Program Directors. It is essential to recruit employees who are competent and dedicated. Until the appointment of a Program Director, the responsibilities of the Program Director will be assumed by the Chief and Council.

**1.3.14** Approve the organizational structures.

**1.3.15** Approve the delegation of authority within the Administration.

**1.3.16** Report regularly to the Members.

**1.3.17** Adopt and implement financial and administrative policies and procedures and revise them regularly.

**1.3.18** Adopt and implement a human resource policy that is fair, equitable, without favoritism, discriminating while stimulating for the employees.

**1.3.19** Adopt and implement rules and regulations to ensure the well-being and security of individuals and the community.

**1.3.20** All members of Council are responsible to properly transfer all files and responsibilities to the next Council after the completion of their mandate. This is to be done, after the elections, within the first month of the mandate of the new Council without exception. Remuneration for a maximum of two (2 days) at a maximum of 200\$ per day per member will be paid to the previous Council for their work.

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**1.3.21** The new Council has a month from their election date to determine which Councillor will hold particular portfolios (There are two types of portfolios: political and administrative).

**1.3.22** All elected members of Council must read, sign a solemnly declare (See Appendix 1).

## **1.4 Responsibilities of the Chief**

**1.4.1** The Chief is the official spokesperson of Kebaowek First Nation.

**1.4.2** The Chief is the chairperson of the Council. The Chief calls the Council meetings, prepares the agenda with Council, and chairs regular, special, community and Council meetings.

**1.4.3** In the absence of the Chief another member of Council, appointed by Council resolution, will take on the Chief's responsibilities during his absence.

**1.4.4** The Chief sits "Ex Officio" on all committees and boards without having the right to vote on such committees and boards.

**1.4.5** In emergency situations when it is neither possible nor practical to obtain Council quorum, the Chief may make decisions and/or take actions of any and all nature which are deemed in the best interest and security of the community and its members. In addition, any decision made under an emergency situation will be ratified by Council resolution at the next Council meeting following the emergency decision.

## **1.5 Responsibilities of the Councillors**

**1.5.1** Each member of Council has the responsibility to keep themselves informed and abreast of facts and circumstances in order to take enlightened positions and make decisions in the best interest of Kebaowek First Nation and its members.

**1.5.2** Councillors have the obligation to attend and participate in all Council meetings and committee meetings at which they have been called to attend.

**1.5.3** All absences must be justified prior to the meeting.

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**1.5.4** Each Councillor has the duty and obligation to vote conscientiously on all matters and resolutions put before Council.

**1.5.5** The Councillors must abstain from voting if they are in a conflict of interest.

**1.5.6** Each member of Council may be assigned to follow up on particular files, to sit on or chair committees. Unless otherwise specified by resolution, such particular mandates do not give the Councillor any special authority.

**1.5.7** Councillors act as a link between the Council and the community, any committee and the employees. However, they must not intervene in the daily administration of the programs and services unless specifically mandated by a Council resolution.

**1.5.8** Councillors are assigned, when elected, portfolios and become spokespersons in all matters related to their files as agreed upon by Council.

**1.5.9** Members of Council must respect the lines of communication and hierarchy within the Organization and the Administration.

## **1.6 Responsibilities of the Program Directors**

**1.6.1** Under the direction of Council and respecting the policies, orientations and priorities of Council, the Program Director is responsible for the management and administration of the programs and services under the jurisdiction of Council.

**1.6.2** The Program Director is accountable to Council.

**1.6.3** The Program Director is responsible for implementing Council's decisions.

**1.6.4** The Program Director is responsible for serving Kebaowek First Nation members by ensuring their health, well-being and security.

**1.6.5** The Program Director is responsible for advising, providing information and making recommendations to Council.

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**1.6.6** The Program Director is responsible for identifying programs, opportunities and initiatives that may contribute to sustainable social and economical development of the community.

**1.6.7** The Program Director must coordinate the leaves and absences of Kebaowek First Nation employees and ensure that there are competent and responsible substitutes for the continued provision of quality services to the community.

**1.6.8** The Program Director administers efficiently, honestly, with transparency, fairness and without favoritism or discrimination the funds, assets and business of Kebaowek First Nation.

**1.6.9** The Program Director must file and be the guardian of all the Kebaowek First Nation's documents and archives.

**1.6.10** All travel and absences of the Program Director must be authorized by Council.

**1.6.11** Only Council may appoint a substitute for the Program Director in his absence.

**1.6.12** The Program Director will appoint the substitutes for Administrators in their absences.

**1.6.13** The Program Director plans, organizes, directs and controls, through his Administrators, the operations along with the human, financial and material resources of all the sectors of activities.

## **1.7 Responsibilities of the Administrators**

**1.7.1** Under the direction and supervision of the Program Director, the Administrators have the responsibility to put into action Council's decisions and implement policies, directives and procedures adopted by Council.

**1.7.2** The Administrators must research, provide accurate and timely information, and advice to the Program Director on human resources, financial matters, programs and services, in order for council to take sound decisions.



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**1.7.3** The Administrators are accountable to the Program Director.

**1.7.4** The Administrators must administer and manage efficiently the programs and services within the plans and budgets approved and put forward by the Program Director for the benefit of the community.

**1.7.5** The Administrators must report regularly in writing and verbally to the Program Director on their programs and services and on all other issues of interest to council.

**1.7.6** The Administrators must ensure that laws, regulations and obligations are abided by and respected.

**1.7.7** The Administrators must manage the human resources efficiently with fairness and without favoritism or discrimination, and ensure that the working conditions are safe and that the employees have received the proper training to perform their work.

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# **KEBAOWEK FIRST NATION**

## **SECTION 2**

### **DEFINITIONS**

**AUGUST 2011**

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## **Definitions**

### **2.1 KFN**

KFN is the abbreviation of Kebaowek First Nation- Kipawa. KFN is also referred to as the employer.

### **2.2 Employee**

A person who works for KFN and who receives a salary. This term does not include students hired for summer employment or trainees.

#### **2.2.1 Orientation of the New Employee**

A new employee shall be welcomed and introduced to the members of Council and to the other employees by the Program Director.

The new employee will be given a Policy and Procedure Manual that will be reviewed with the new employee.

A guided tour of the office or work place will be provided indicating the facilities and restrictions.

The new employee will also be informed of the reporting and recording requirements, as well as protocol in greeting visitors and answering the phone.

The Program Director will also provide information on the role of the different services, sectors of the organization and committees.

### **2.3 Employee Status**

#### **2.3.1 Regular Employee**

An employee hired by KFN and is included in the organization plan and organizational chart.

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### **2.3.2 Regular Full-Time Employee (r.ft.e.)**

An employee hired for an indefinite period to perform a set of tasks on the basis of the standard work week provided for his job title.

### **2.3.3 Regular Part-Time employee (r.pt.e.)**

An employee hired for an indefinite period to perform a set of tasks. The number of hours a week is less than the normal working hours under his job title.

### **2.3.4 Full-Time Contract (f.t.c)**

An employee hired for a predetermined time in replacing a regular full-time employee, to cover a position for an undetermined time or in response to an increase in workload. This category of employee is not eligible for benefits normally granted to the employees of KFN.

A person who signs a contract with KFN in order to produce a specific mandate in a period of time and for which he receives fees or payments under the contract.

### **2.3.5 Temporary Part-Time Employee (t.pt.e.)**

An employee hired to replace any employee or assist one with an increase in workload.

### **2.3.6 Seasonal Employees**

An employee hired full-time for a specified period and recalled on an annual basis.

- Seasonal employees are entitled to vacation equivalent to 4% of gross salary which will be paid weekly or accumulated and paid at the end of December.
- Seasonal employees are not entitled to group insurance or to the employee registered pension plan.
- All seasonal employees will sign a contract each year. The contract will follow the Policy and Procedure Manual.

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**The Quebec Construction Leave does not apply to KFN construction employees.**

### **2.3.7 Trainee**

A person referred by an educational institution to complete their field placement. A trainee is not an employee as described by the manual.

### **2.3.8 Volunteer**

A person who offers his services for free to help out on occasions. The volunteer is not an employee.

### **2.3.9 Temporary Assignment**

An employee is required to perform work of a different position for a specified period.

### **2.3.10 Summer Student**

A student is eligible for a summer job if that student is (and in this priority):

- a)** In a full-time program at a University level and is returning to a full-time program at a University level. The student must provide proof of acceptance from his University program.
- b)** In a full-time program at a College and is returning to a College in a full-time program. The student must provide proof of acceptance from his College program.
- c)** Graduating from Adult Education, from grade 12 or 13 in the Ontario System, or from Secondary 5 in the Quebec System and going on to attend a Post-Secondary Institute in a Full-time program. The student must provide proof of acceptance from his Post-Secondary program.
- d)** Graduating from Secondary 5 and continuing in the Ontario School System to complete O.A.C. The student must provide proof of acceptance from his High School (including Adult Education) program.
- e)** The student that took a sabbatical year and is returning to school in September. The student must provide proof of acceptance from his Recognized Learning Institution program.

For all of the above criteria the student must be completing a full-time academic year and must be returning to school as a full-time student in the Fall/Winter Semester, which commences in September.

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## **2.4 Seniority**

KFN recognizes an employee's number of years worked in the service of KFN. Seniority does not apply to contract workers.

## **2.5 Promotion**

It is the transfer of an employee from one position to another with a wage scale whose maximum is higher.

## **2.6 Transfer**

It is the transfer of an employee from one position to another with a wage scale whose maximum is the same.

## **2.7 Demotion**

It is the transfer of an employee from one position to another with a wage scale whose maximum is lower.

## **2.8 Post (Temporary Job)**

It is the duties, for an indefinite period, for an employee whose hours are set and accepted in the organizational chart.

## **2.9 Probation**

All new employees are subject to a probation period of six (6) months with terms as presented to them upon being hired. An employee, during this probationary period, is entitled to the same benefits as any employee of the organization. An employee, at the end of the probationary period, is confirmed in his appointment or is terminated by the Program Director.

If the performance is not satisfactory at the end of the six months probationary period, the Program Director may extend the probationary period for another six months.

When a full-time employee has been confirmed in their position, the probationary period applicable in future appointments or promotions within the organization may be reduced or waived.

## **2.10 Trial Period**

An employee promoted or transferred gets a trial period of a month (30 calendar days). After the trial period, the employee is confirmed in his position or returned to his former position and the conditions of the respective positions.

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### **2.11 New Position**

When a new position becomes necessary, the Program Director will develop a job description, evaluate the position to classify and present it to Council for approval. The salary is then determined by the method of evaluation used by KFN. Once approved, the position is filled by a recruitment and selection process, it will be part of the organizational chart (See: 8.1.1.10 Matrix of factors of evaluation).

### **2.12 Vacancy**

When a regular position in the organization becomes vacant, it is assessed and met by a recruitment and selection process.

### **2.13 Continuous Employment Service**

Continuous employment is when operations cannot be stopped because of any statutory holiday.

### **2.14 Reassessment**

To meet the needs of KFN, some positions are reviewed periodically. The Program Director will therefore reassess the positions under the current system and submit their assessment including the reclassification, salary and new functions for approval. The position may be reclassified and included in the salary scale.

### **2.15 Job Description**

The different positions within job categories of KFN include the following information:

- Job title
- Service
- Date of posting
- Job Description (brief summary of the position)
- Supervisor
- Main functions and responsibilities
- Job requirements:
  - Knowledge
  - Training
  - Skills and Abilities
  - Work Context
  - Salary Range

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Every position of KFN Administration, Economic Development and Natural Resources, Health Centre, Police and Fire Department and Public Works and Infrastructure must have an up-to-date job description stating the responsibilities, duties, reporting levels, education, experience, knowledge and ability requirements prior to initiating a staffing process. All job descriptions must be approved and signed by the Program Director. A proper evaluation of each position will be done using a standard methodology based on fairness and relativity.



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# **KEBAOWEK FIRST NATION**

## **SECTION 3**

### **ORGANIZATION OF WORK**

**AUGUST 2011**

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### **3.1 Work Week**

The normal work week for different classes of full-time staff is divided into five working days.

Regular Employee: 35 hours

Police Officers: 40 hours

**Normal work hours may vary according to the position and may include evenings, weekends and statutory holidays.**

### **3.2 Work Schedule**

*Monday to Thursday*

8:00 a.m. to 12:00 a.m.

12:45 p.m. to 4:30 p.m.

*Friday*

8:00 a.m. to 12:00p.m.

The working hours are distributed to allow the close of business on Friday at noon.

### **3.3 Meal Period**

The meal period is forty-five (45) minutes.

### **3.4 Rest Period**

A rest period of fifteen (15) minutes is allowed during the first and second half of the workday.

### **3.5 Overtime**

The Program Director will make every effort to reduce or eliminate overtime. All overtime must be authorized in advance by the Program Director and applied for in writing on the Overtime Request Form. (See appendix 2)

#### **3.5.1 Classification**

a) "**Overtime**" is defined as time worked in excess of the standard hours, which is forty (40) hours per week for KFN.

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b) **Lunch Break:** An employee is occasionally required to delay his normal meal hours to perform a rush job, is not performing work overtime. The lunch break of the employee shall be re-scheduled during the same day.

c) **Completion of Tasks:** When an employee wishes to complete a task after the end of the day, this period is not considered overtime.

d) **Additional Work:** Any request for execution of additional work in the work day or work week must be signed by the employee and the Program Director on the appropriate form and is considered overtime.

e) **Required to complete a task:** Where an employee has started a demanding job and it is recommended that they complete it within the shortest time even if it is working overtime. Overtime will then be paid accordingly and the employee must complete the request for overtime even after the fact.

f) **Modified Work Schedule:** Due to the nature of an employee's work, certain community service employees are required to work in the evening, on weekends or on statutory holidays, and may have special working hours and schedules. Special arrangements and time off will be agreed upon between the employee and the Program Director for such special work schedule which is not to be considered as overtime.

g) **Travel:** An employee who is requested to travel shall do so during normal work hours. In exceptional circumstances he may be authorized to travel to attend meetings or perform any activity during the weekend when the current mandates require them to, after normal work hours, in which case they will be granted regular time off to compensate. Such time off should be taken the following day or within the next two weeks of its occurrence.

h) **Council:** A Council member who is an employee of KFN is not entitled to overtime in order to attend meetings or conferences of a political nature or any Council related duties.

i) **Courses:** No overtime shall be authorized to attend courses, conferences or training programs at any given time.

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j) **Weekend:** All activities taking place on weekends are subject to the approval of the Program Director.

### **3.5.2 Overtime Compensation**

The overtime worked will be replaced by an equivalent of time off. However, if an employee has more than 25 hours in the bank, the Program Director has the discretion to refund the excess of 25 hours, providing that there is the financial capability to do so.

At least one and one-half (1.5) times the regular rate of pay must be paid for hours worked during overtime.

Employees who perform work on a holiday will be entitled to leave with an equivalent increase of 100% (double time) for each hour worked.

#### **Summary:**

- **the 36th to the 40th hour:**                      **Regular time**
- **from the 41st hour:**                              **Time and one half (1 ½)**
- **Saturday and Sunday:**                          **Time and one half (1 ½)**
- **Statutory Holiday:**                              **Double time**

#### **3.5.2.1 Overtime compensation for Program Directors**

Program Directors are not allowed to do overtime. However, since the job of a Program director requires that they do frequently long hours, they can be compensated an equivalent of 35 hours time for each period of 105 hours overtime done.

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# **KEBAOWEK FIRST NATION**

## **SECTION 4**

### **VACATION, HOLIDAYS AND EMPLOYEE BENEFITS**

**AUGUST 2011**

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## 4.1 Goal

The goal is to allow the employee to properly carry out his social duties, participate in religious holidays, national or other, discharge his family responsibilities and maintain good physical and mental condition.

## 4.2 Policy

- Any employee who wishes to take leave must first obtain the approval from the Program Director by requesting it on the Absence Request Form. (Appendix 3).
- Before a leave is approved, the Program Director must verify that the employee has a sufficient number of days off. It is also the employee's responsibility to permanently record the state of his benefits.
- Holidays will be given in order of seniority in the service. The number of employees on vacation and the date of effect are part of the Program Director's rights of management.
- Any request for vacations over two (2) consecutive weeks must get per-approval from the Program Director.

## 4.3 Vacation

All full-time employees are entitled to vacation leave in the calendar year. Vacation is accumulated starting on the first day of work in the calendar year until the end of the calendar year. Vacation accumulated during that period can only be taken after the accumulation of the first year as per the following schedule.

### 4.3.1 Less than One Year of Service:

All **r.ft.e** are entitled to an annual vacation equivalent to 0.833 days per month.

All **r.pt.e**, or **t.pt.e** or Seasonal Employees who have less than one (1) year of service are entitled to 4% of their salaries on vacation. All contractual employees receive 4% as part of their salary.

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#### **4.3.2 Up to 2 years of Continuous Service:**

An employee who has completed between twelve (12) to twenty-four (24) months of continuous service to December 31 of the current year, is entitled to an annual vacation of two (2) weeks (ten [10] working days).

The regular part-time employee, part-time temporary or seasonal who has up to two (2) years of service is entitled to 4% of his salary on vacation.

#### **4.3.3 Over 2 years and up to 5 years of Continuous Service:**

An employee who has completed between twenty-five (25) and (60) months of continuous service by December 31<sup>st</sup> of the current year, is entitled to an annual vacation equivalent to one and one quarter (1  $\frac{1}{4}$ ) days per month to a maximum of three (3) weeks (fifteen [15] working days).

The **r.pt.e**, temporary, or seasonal employee who has three (3) to five (5) years of service is entitled to 6% of salary on vacation.

#### **4.3.4 Over 5 years and up to 10 years of Continuous Service:**

An employee who has completed between sixty-one (61) and one hundred twenty (120) months of continuous service by December 31<sup>st</sup> of the current year, is entitled to an annual vacation equivalent to 1.666 per month to a maximum of four (4) weeks (Twenty [20] working days).

The **r.pt.e**, temporary, or seasonal employee which has five (5) to ten (10) years of service, is entitled to 8% of his salary on vacation.

#### **4.3.5 Over ten years of Continuous Service:**

An employee who has completed one hundred twenty-one (121) months of continuous service and more, is entitled to an annual vacation equivalent to 2.0833 per month to a maximum of five (5 ) weeks (twenty-five [25] working days).

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The **r.pt.e**, temporary or seasonal employee which has more than ten (10) years of service, is entitled to 10% of his salary on vacation.

#### **4.3.6 Summary of Progress**

- Less than one year:
  - 1 month is equivalent to 0.833**
  - 2 months is equivalent to 2 days**
  - 3 months is equivalent to 2.5 days**
  - 4 months is equivalent to 3 days**
  - 5 months is equivalent to 4 days**
  - 6 months is equivalent to 5 days**
  - 7 months is equivalent to 6 days**
  - 8 months is equivalent to 7 days**
  - 9 months is equivalent to 7.5 days**
  - 10 months is equivalent to 8 days**
  - 11 months is equivalent to 9 days**
  - 12 months is equivalent to 10 days**
  
- 12 to 24 months of service: **10 working days**
- 25 to 60 months of service: **15 working days**
- 61 to 120 months of service: **20 working days**
- 121 months and over: **25 working days**

The employee, regardless of status, is required to take vacation in the reference year.

#### **4.4 Reimbursement**

A regular full-time employee or one that is on probation that leaves KFN is entitled to the monetary equivalent for the vacation they have not taken the year of their departure. A temporary employee or part-time employee is entitled to 4% of his salary, if they have less than one (1) year of service and the amount is paid when the work period ends.



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## 4.5 Specific Aspects

- On October 1<sup>st</sup> each year, the Program Director shall provide to each employee the “Vacation Request Form” that all employees must complete and return by December 1<sup>st</sup>, stating their choice of vacation.
- The Program Director coordinates with each employee the date of vacation, giving priority of choice to employees based on seniority, taking into account the need for a continuity of operations in the workplace.
- The vacation period for all staff, covering the whole year is from January 1<sup>st</sup> to December 31<sup>st</sup>.
- Generally, accrued leave is not transferable to more than one fiscal year. There may however, be cases where the needs of the organization or personal reasons require an employee to modify the dates that were planned. In these cases, any changes that must be made to the vacation dates must be approved by the Program Director. The latter must be notified at least four (4) weeks before the first date selected to take the vacation.
- Exceptionally, and taking into account the work experience and expertise of a candidate, the Program Director has the discretion to negotiate with a new employee their annual leave.

## 4.6 Paid Statutory Holidays

### 4.6.1 General Rule

Granting of a paid statutory holiday applies to all full-time employees who are not on leave without pay or as a result of a suspension.

When the day designated as a holiday coincides with a holiday period for an employee, such leave shall be awarded to the first business day following or preceding the leave. When a holiday falls on a weekend, it must be submitted the Friday before, the Monday after or another day with the approval of the Program Director.

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## 4.6.2 Holidays

The following days are designated as statutory holidays that are recognized by KFN. Council will recognize the statutory holidays on the exact day of the holiday unless it falls on the weekend. Then Council will determine the day the holiday will be taken. Once a year, every year, Council will publish the list of statutory holidays for the year to come no later than the 30<sup>th</sup> of November of each year.

- The New Year
- Good Friday
- Easter Monday
- Victoria Day
- National Aboriginal Day (June 21<sup>st</sup>)
- Quebec's national holiday (June 24<sup>th</sup>)
- Canada Day (July 1<sup>st</sup>)
- Civic Holiday (First Monday in August)
- Labor Day
- Thanksgiving Monday
- Remembrance Day
- Christmas Day
- Boxing Day

A new employee who is working in a continuous employment service, as for example a policeman, will be able to take a statutory holiday only after 15 days of consecutive employment from his hiring day.

**4.6.3** KFN shuts down for two (2) weeks during the Christmas break. For all intent and purposes, these weeks are not considered vacations. An employee can be asked to come to work during that period to provide essential services or for emergency. Due to the shut-down, Christmas, New Year and Boxing Day holidays are considered to be taken during the shut-down.

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## **4.7 Other Paid Holidays (Cultural Days)**

Two (2) paid days of leave are available to all status employees of KFN to exercise their traditional rights and to demonstrate that they are occupying the land. (In accordance with the Canadian and Québec Charters of Rights.)

**4.7.1** These two cultural (2) days can be taken any time during the year. They are not transferable for one year to the next. There is no obligation to take these days consecutively. Traditional activities could for example be and not limited to: Hunting, Canoeing, Religious Ceremonies, Trapping, etc. This list of example is not exhaustive.

**4.7.2** When an employee wishes to take a cultural day, he informs his superior and gives in writing the day and the nature of the cultural activity his wishes to perform.

**4.7.3** Upon returning from his cultural day, the employee agrees to inform the land management office as to what cultural activity took place and where.

## **4.8 Other Paid Leave**

All employees that wish to benefit from a paid leave must make a request prior to the leave by using the proper form (See Appendix 3: Absence Request).

### **4.8.1 General Rules**

Leaves are for the regular full-time staff only. In all cases, the employee must notify his immediate supervisor at least three (3) days in advance in case of marriage, adoption, jury duty or if you must be present in court as a witness. With this request, the employee must produce the evidence or certification of these facts. Only the working days during that period of leave are paid.

### **4.8.2 Personal/Sick leave**

➤ All full-time employees are entitled to Personal leave/ sick leave which will accumulate at a rate of one (1) day per calendar month for which pay is

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given for at least twelve (12) days. Vacations, seniority and Group Insurance benefits will continue to accumulate for no more than 12 months. There will be no accumulation of sick leave credits during temporary layoffs, maternity leave, parental leave, and leave without pay or while on CSST or Group Insurance.

- After three (3) consecutive days of a prolonged illness, a medical certificate is required and must be forwarded to the Program Director within 5 working days after the first day of illness.
- Credits must be accumulated before leave can be taken.
- Sick leave is not cumulative from one pay-role year to another. Reimbursement of sick leave is valid for staff working for more than six (6) months. At the end of each calendar year, unused accumulated sick leave over five (5) days will be paid to full-time employees at a rate of seventy-five percent (75%) of the employee's regular rate of pay. Part-time employees who are employed for a continuous period of twelve (12) months or more also benefit from this annual buy back provision of unused sick leave days.
- In the case of a resignation, dismissal, or any leave these days are not refundable.
- An employee cannot benefit from paid sick leave and Group Insurance or CSST concurrently. When an employee who is sick has used up all of his sick leave days, he can start drawing from his overtime bank, if any, to insure him of a pay while on sick leave. However, if the employee who is still sick does not have any more days in his sick leave bank or in his overtime bank, he will have to draw from his Group Insurance or CSST if he desires, to get a pay while on sick leave.

#### **4.8.3 Weather**

Due to a storm, the salary of the employee is insured for the period during which the office must close its doors.

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#### **4.8.4 Death**

A leave with pay is granted for bereavement for immediate family members based on the following schedule:

- Spouse, Children, Step-Children:	5 days
- Father, Mother, Step-Parents:	5 days
- Brother and Sister:	5 days
- Grandparents and in-laws:	3 days
- Close relative: Aunt, Uncle	1 day
- First Cousin:	1 day

#### **4.8.5 Marriage**

When a regular employee gets married he will be granted five (5) days of paid leave. This leave must precede or coincide with the wedding day.

When an employee's father, mother, brother, sister, or child gets married the regular employee will be granted one (1) paid day for the wedding.

#### **4.8.6 Adoption**

Adoption of a child, the employee will be allowed 5 days of absence, including 2 paid days if the employee has been employed by KFN for over 60 days. All Government programs are also applicable.

#### **4.8.7 Court Order or Jury Duty**

Any employee who is called by the court, as a citizen, to testify or serve jury does not suffer loss of pay. An employee shall not be affected by the issue of the court order to receive his salary.

KFN grants leave to an employee on assignment for the period during which he is required to attend under subpoena or summons as a witness in a judicial or legal-related field of interest.

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## **4.8.8 Elections and Referendum**

### **4.8.8.1 Local Election**

At a Band election or a referendum, the employee is entitled to a day off with pay to fulfill their civic duties. The immediate supervisor of the employee must insure continuity of the service. All employees must refer to their immediate supervisor to verify when they may exercise their rights for that day.

### **4.8.8.2 Federal and Provincial Elections**

All employees are entitled by Federal and Provincial Laws to four (4) hours during the day of elections to exercise their rights.

## **4.8.9 Special Leave**

When an employee, for uncontrollable circumstances, must be absent from work, the Program Director may grant up a maximum of two (2) working days of paid absence. These days will be taken from the sick leave days or overtime.

## **4.9 Leave without Pay**

All employees that wish to benefit from a leave of absence without pay must make a request prior to the leave by using the proper form (See Appendix 3: Absence Request).

### **4.9.1 Maternity Leave**

Any employee of KFN who is pregnant is entitled to maternity leave.

A pregnant employee is entitled to unpaid leave for maternity, upon producing a medical certificate certifying pregnancy and expected date of childbirth. In addition, the employee must inform the Program Director of the probable date of the start of the leave.

The normal duration of the leave, unless there are complications, is a maximum of eighteen (18) weeks starting no earlier than sixteen (16) weeks before the expected date of childbirth and ending no later than seventeen (17) weeks after the effective date thereof.

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A pregnant employee may stop working at any time during her pregnancy on her doctor's recommendation.

The employee must provide a medical certificate if she wishes to continue working beyond the sixth (6th) week prior to the date of delivery.

If the employee refuses to provide the certificate within eight (8) days, the Program Director may require her to immediately take advantage of her maternity leave by submitting a written notice stating the reasons for it.

Unless the employee takes advantage of parental leave, the employee must resume work within the period of seventeen (17) weeks.

The maximum of all leave (maternity and parental leave) that two employees may take on the occasion of birth is fifty-two weeks (52).

The Program Director will send to the employee during the fourth (4th) week preceding the expiry of maternity leave, a notice indicating the date of expiry of the leave.

The employee must give a two week written notice from the date of her return to work to the Program Director.

Without notification, the Program Director is not required to take back the employee within two (2) weeks from the date of the notice or when she presents herself at work.

An employee who fails to report for work at the expiry of her maternity leave and / or parental leave is deemed to have abandoned her job.

The Program Director can request from an employee who returns to work within two (2) weeks after birth a medical certificate attesting to their ability to return to work.

Upon return from leave, the immediate supervisor relocates the employee in her regular position by granting the benefits she would have received had she remained at work. To be entitled to her medical benefits as if she did not leave, an employee must maintain the obligation to pay her share of the insurance during her leave.

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During the absence of the employee, she continues to be protected by insurance and the KFN pays the total bill during their absence. However, the employee must reimburse her contribution once she returns to work within a delay equivalent to that of the leave that she received. The employee also has the opportunity to participate in the pension plan if she contributes to it during her leave.

#### **4.9.2 Paternity Leave**

An employee is entitled to paternity leave for up to (5) five weeks, without pay, on the occasion of the birth of his child. Paternity leave can be taken at any time, but it cannot begin before the week of the birth of the child and must end no later than 52 weeks after childbirth.

#### **4.9.3 Parental leave**

The father and mother of a newborn or the person who adopts a child are entitled to unpaid parental leave of 52 weeks. The person who adopts a child of his spouse is also entitled to this leave.

Parental leave is in addition to maternity leave for a maximum of 18 weeks and paternity leave of (5) five weeks. Parental leave is paid as the Québec Parental Insurance Plan and could be shared between the father and mother.

Parental leave may not begin before the week of the birth of a newborn or the week before the child is entrusted to the employee in the case of adoption. It may also begin the week the employee leaves work to travel outside Quebec for the child to be entrusted to them. Parental leave ends no later than 70 weeks after the birth or, if adopted, 70 weeks after the child was entrusted to the employee.

Parental leave may be taken after a notice of at least three weeks, indicating the date of commencement of leave and date of the return to work were given to the Program Director. This period may be shorter if the employee's presence is required with the newborn child or newly adopted child or, where appropriate, with the mother, because of her health. Also, if the Program Director agrees, the



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employee may return to work part-time or intermittently during the parental leave.

At the end of parental leave the Program Director reinstates the employee in his former position and gives them the same salary and benefits he would receive had he remained at work. If the position is abolished, the employee retains the same rights and privileges he would have enjoyed had they remained at work.

These arrangements, however, should not give the employee a benefit that he would not have enjoyed had he remained at work. Moreover, the participation of the employee in the Group Insurance and the Retirement plan should not be affected by his absence provided he pays regular dues payable to the plan and that the KFN fulfills its part.

#### **4.9.4 Obligation and Presence Required**

In the case of death related to the care, health or education of an employee's child or child's spouse or obligations related to the health of the spouse of the employee, his father, mother, brother, sister or one of his grandparents, the Program Director will provide 10 days per year without pay. This leave may be divided into days taken at various times during the year. A day may also be divided (half-days for example) if the Program Director agrees.

Where the employee's presence is required with his child, spouse's child, spouse, father, mother, spouse's father or mother, brother, sister or one of his grandparents because of a serious illness or a serious accident, 12 weeks of a 12 month period will be granted without pay if the employee has been employed by KFN for at least 3 months.

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#### **4.9.5 Full Time Leave for One Year**

The application for the grant or renewal of any leave without pay shall be in writing and must specify the reasons. Upon request, the Program Director may grant leave without pay for one or other of the following reasons:

1. Studies;
2. For employment in order for the employee to acquire knowledge and experience in the position they occupy within KFN;
3. Due to the employee's illness;
4. Following a spouse's death occurred during the year;
5. As a result of the disability of a child or spouse;
6. For extended maternity leave;
7. Other reasons to be approved by the Program Director

However, the Program Director reserves the right to grant or refuse such leave.

The Program Director may recommend that a regular employee be granted a leave of absence without pay for reasons stated above, for a period not exceeding twelve (12) consecutive months.

This leave may be renewed once, for a total maximum of twenty-four (24) months.

During his absence, the employee retains, without accumulating the seniority held at the time of his departure.

Upon the employee's return, he resumes their position unless it has been abolished in his absence and the employee concerned has been moved from his position. However, when the leave exceeds twelve (12) months, the Program Director may fill the absent employee's position permanently.

The employee must notify the Program Director in writing at least two (2) weeks before the date of his return if he decides to resume his duties. If this deadline is not met, the employee will be deemed to have resigned, and, be/ effective the 15<sup>th</sup> day before the originally scheduled date of their return. Thus, if the Program Director does not have written confirmation from the employee on leave of his actual return to KFN at least 45 days before the scheduled such

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return, the Program Director may then post the position so as to fill it permanently.

An employee who uses the leave for purposes other than those for which received authorization for, is considered to have resigned.

Any regular employee who has completed one year of service for KFN may, unless otherwise specified, benefit from the present article.

Any request for unpaid leave must be made within twenty-one (21) working days before the effective date of the leave, if applicable.

An employee may, before his leave of absence is to become effective, renounces it when conditions beyond control do not allow him to use it, and this, only on condition that the Program Director has not already provided the replacement thereof by engagement or assignment of another employee. In this case, the employee must provide in writing to the Program Director the reasons for such a request. This can result in a delay for the reinstatement of the employee.

#### **4.9.6 Full-Time Leave for Part of the Year**

An application under the conditions listed in Article 4.8.4, an employee of KFN can obtain such a leave for part of the year, if he completed a year of service for KFN.

The rights and obligations of such leave without pay are the same as vacation time for a full year.

#### **4.9.7 Part-Time Leave for One Year**

At the request of the employee and in accordance with the foregoing provisions, a part-time leave without pay may be granted for a full year for the reasons cited previously. The rights and obligations of leave without pay for a full year shall apply.

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#### **4.10 Leave of Absence for an Elective Office**

An employee who is elected and obtains an office from a local, provincial or federal election, that requires their attention full time, is entitled to a leave of absence without pay for the duration of one term.

If the employee does not need to assume his elected responsibilities full time and wishes to stay in his job, he can do so without being presumed on leave.

#### **4.11 Group Insurance**

Complementary to the wage policy, KFN offers its employees a Benefit Program as presented in a document provided to each employee (Appendix 4).

All new employees must submit an application for insurance which meets with the conditions defined by the supplier. The employee and the KFN share the payment of insurance premiums.

To maintain the premium rates at a reasonable level, only if the employee can demonstrate evidence that his spouse already has a group insurance program will he be offered to join that of KFN.

**4.11.1** If an employee leaves work due to illness or disability, he must complete the appropriate forms (medical certificate) and notify the Program Director in writing.

**4.11.2** If an employee extends his period of illness, the employee must notify the Program Director in writing two (2) weeks before the end of the scheduled period in advance and submit a new medical certificate.

**4.11.3** If an employee returns to work, he shall notify in writing the Program Director two (2) weeks before the expected date of return and present a medical certificate authorizing such return.

#### **4.12 Supplemental Pension Plan**

A document entitled *The Group Insurance and Pension Plan for Employees* is provided to each employee and describes the supplemental pension plan of

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KFN and conditions of membership. For special cases, KFN will refer to the *Administrative Guide for Employers participating Native Benefits Plan*.

#### **4.13 Reservist Leave**

An employee who is a member of the Reserve Force and who has six (6) to more consecutive months of continuous employment is entitled to a leave of absence without pay to take part in annual training or in certain military operations in Canada or abroad.

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# **KEBAOWEK FIRST NATION**

## **SECTION 5**

### **ALLOCATION OF HUMAN RESOURCES**

**AUGUST 2011**

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KFN provides a structured process for the qualitative and quantitative search for candidates who meet the job requirements.

### **5.1 Objective**

The Program Director is responsible to recruit, select and make recommendations, for final approval, to Council for the hiring of competent professional staff to deliver quality services within the allocated budgets. All hiring procedures will be fair, honest and without favoritism. In selecting and hiring personnel, special care will be taken to avoid real or potential conflict of interest. Every effort will be made to hire people of Kebaowek First Nation.

The Program Director must ensure optimum and rational utilization of human resources in accordance with the laws, norms and principles of management.

### **5.2 Procedure**

When an application for staff becomes necessary, after an absence, a leave, a temporary increase in workload, an employee departure, the transfer of an employee, retired or the creation of a new position, the Program Director must justify to Council the request, giving the reason and evaluating its financial capacity.

When a position becomes vacant or a new position is created it will be filled by a competition process. Taking into account the availability of qualified candidates within the organization and the community, the competition will be opened first to the employees of KFN then it may be offered to members of the community and if it is necessary the completion will then be opened to all non-members of KFN.

In exceptional and emergency circumstances or within a reorganization process, with the recommendation of the Program Director, Council may appoint someone to a position without competition until it can be posted.

Job title, status and the length of the delivery of work are part of the request required for hiring a new employee.

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The position is displayed for fourteen (14) working days. It may also be opened to outside communities, at the same time; however, equivalent skills and promotion of KFN members are a priority.

All competitions must be posted for a minimum of ten (10) days. Competitions may also be advertised on KFN web site, in local, regional and national newspapers depending on the availability of competent candidates (By all available means of recruitment). Any modification to the original job description posted and advertised will require the cancellation of the original posting, with a written notice posted, stating clearly the modifications and determining a new deadline for application and procedures if applicable.

The recruitment and hiring of seasonal, part-time, or term employees for six (6) months or less is under the authority and discretion of the Program Director. Care will be taken to ensure fairness and to allow short-term opportunities to as many Kebaowek members as possible.

When a job requires the hiring of a professional, he should be a member in good standing of his Order.

The posting includes the following:

- The organization
- The job title
- The status
- The length of contract
- The description of the functions
- The workplace
- The salary scale

### **5.2.1 Selection of Candidates**

The selection process must be conducted with the highest degree of equity and fairness in search of the most qualified and competent employee(s) to best serve the interest of KFN and to provide quality services to its members.



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To avoid any possible conflict of interest and insure the most objectivity, immediate family members of a candidate cannot sit as a member of the Selection Committee nor participate in the selection process.

A person who is requested to sit on a selection committee and who feels he might be biased or in a potential conflict of interest must declare such situation and may refuse to participate in the selection process.

A Selection Committee consisting of at least three (3) individuals where at least one (1) of whom is knowledgeable in the prospective field will be appointed by the Program Director.

The Selection Committee will be given clear guidelines as to the process and the characteristics of the position and of the type of employee needed.

The Program Director may request the assistance of the Algonquin Anishinabeg Nation Tribal Council Management and Human Resource Advisor for writing or revision of job descriptions, the preparation of job opportunity posters and ads, the development of interview questions or tests, the review of applications and pre-screening of candidates, and /or the participation in the Selection Committee.

The Selection Committee will be given or prepared a list of questions in relation to the vacant position accompanied with a set of criteria and evaluation scale. Written tests and/or skill tests may be used. The Selection Committee is supported by the job requirements (education, experience, skill tests for the position).

Each candidate will be given the same line of questions and same tests when applicable, and the same opportunity and conditions to answer.

Candidates will be assessed and ranked according to their performance on the test and/or interview based on the pre-established criteria and requirements. The Selection Committee will report to the Program Director and recommend to Council, the three (3) most successful qualified candidates. Should the first

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qualified candidate decline the position, it will then be offered to the second qualified candidate and if needed, to the third qualified candidate. The second and third qualified candidates may be called upon for hiring within six (6) months of the appointment date of the first candidate if ever the latter were to be dismissed or resign.

Before offering employment to a person, the Program Director will have conducted the proper investigations and structured reference check on that person. **All new employees will also submit to a security check for their position prior to the beginning of their functions.**

The selection process includes the following steps:

- Analysis of the job application form or resume of the various candidates will be done by the selection committee;
- Interview with the qualified candidates;
- Checking references and experience of the candidate;
- Analysis of the decision;
- Communication of the decision to candidates;
- Follow-up to ensure that the selected candidate accepts and holds the position within the terms provided.

### **5.2.2 Temporary Assignments, Extra Work**

KFN encourages internal mobility of staff by temporary replacements for office or extra work.

To ensure continuity in the delivery of services and programs, along with sound management and supervision, key employees should be replaced when they are absent. It is the responsibility of the Program Director to proceed with an acting appointment. An employee, who acts in a position of a higher level of responsibility for five (5) consecutive days or more, shall receive a raise in pay accordingly (see **8.1.1.8 Salary Modification Consecutive to Movements of Personnel**) for the full period of replacement if there is a difference in weekly

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salary. This flexibility enhances the competence and knowledge of staff. Seniority continues to apply when an employee is on loan to another service.

### **5.2.3 Transfer**

The Program Director *may*, for administrative reasons (efficiency, planning or training), transfer an employee to another position for a maximum period of six (6) months.

### **5.2.4 Temporary Assignment**

Different circumstances may require the Program Director to proceed, on occasion, with temporary assignments within the structure of KFN for up to one hundred twenty (120) days.

The posting process is not mandatory in these cases.

The decision to fill a temporary assignment is done by taking into account the competence and overall efficient operations. If applicants have substantially the same jurisdiction, seniority shall prevail at this time.

This policy applies to regular staff and the Program Director has no obligation at any time to fill a vacancy by temporary assignment.

The Program Director may create a temporary assignment when a position is vacant for more than five (5) working days.

When the temporary assignment is completed, the employee returns to his normal function and receives the salary he would have received had he remained at his initial function.

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## **5.3 Probation Period**

### **5.3.1 Goal**

The goal of the probation period is to allow an employee to gradually learn the demands of his work and to adapt to the organization. Also, to enable the Program Director to verify the potential and the chance of success identified in the selection.

### **5.3.2 Principles**

KFN determines that all new employees are subject to probation.

An employee who is promoted, transferred or demoted gets a trial period to learn the functions of the position and allow the Program Director to assess qualifications and the potential candidate.

The probationary period for all new employees is six (6) months. A new employee who does not meet the expectations of probation is terminated without notice during this period.

The trial period for a regular employee full-time or part-time position of transfer, promotion, demotion is three (3) months. An employee on probation who wants or does not meet expectations returns to his former position.

A Program Director is subject to a probationary period and / or probation for six (6) months.

The employee is assessed at approximately half-time (with or without a rating form) or at any time during the probationary period. He is also formally assessed at the end of his probationary period. The results of the evaluation and employee's development are guarantors of the future of the employee at KFN.

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The new employee is then confirmed in his post with the probable duration of his contract if he meets all requirements related to the position.

A new employee on probation is entitled to all benefits allowed as all full-time staff.

A new employee on probation has no recourse to KFN.

## **5.4 Seniority**

### **5.4.1 Goal**

The goal is to recognize the employee's number of years worked in the service for KFN.

### **5.4.2 Policy**

Seniority is considered as the length of continuous service within KFN. In the case where the position of an employee's contract is transformed into a permanent position, the seniority date will be the beginning of his first contract and that, in proportion to the number of hours worked since that time.

Seniority is acquired after the probation period. After this period of probation, the employee's seniority is retroactive to the date of hiring.

Seniority accumulates in calendar days. The number of years of service (seniority) is calculated by length of continuous service of the employee to KFN. Seniority is established from the first date of commencement of employment of the employee. If an employee has worked as a casual employee, contractor or regular part-time, that portion shall be recognized in proportion to the number of hours worked for KFN. The length of continuous service is not interrupted and it continues to accrue seniority during absences due to illness, maternity or parental leave. In the case of a resignation or a dismissal, seniority is lost immediately.

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### **5.4.3 Continuation and Accumulation of Seniority**

In the case of an absence following an accident in the performance of work, seniority accrues during a period of twenty-four (24) months.

When an employee is on an authorized leave with or without pay for education or development, seniority continues to accrue during the leave period.

In the case of an absence following an accident or illness that was not caused in the performance of duty, the employee continues to accumulate seniority for a period of twelve (12) months. After the twelve (12) months of absence, they shall not accumulate, but retain the seniority they had.

Seniority is lost for either of the following reasons;

- Dismissal for cause;
- Resignation

### **5.5 Departure**

KFN cuts all its commitments with the employee at the date of his departure. KFN also gives the employee the money that is owed to him in salary or benefits, any deduction that the individual employee must pay.

In the case of a voluntary departure, the employee must notify the Program Director at least ten (10) working days prior to departure, unless otherwise agreed.

Annual leave and overtime accrued shall be reimbursed but not sick days.

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# **KEBAOWEK FIRST NATION**

## **SECTION 6**

### **EVALUATION OF HUMAN RESOURCES**

**AUGUST 2011**

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## **6.1 Evaluation of the Personnel**

In Human Resources management it is not sufficient to choose the best person for a job and even provide up to date training, there is also a need to control the evolution, progress, identify weak areas and plan for the future. That is why it is necessary to take stock of the organization's situation on a regular basis.

Management has established that it is through the evaluation of the personnel that it can measure the real progress of all the employees in their work and thus find the areas that require improvement. The evaluations also help in determining the training needs and help to plan the development of the organization.

Every employee of KFN has to be evaluated at least once a year. (The evaluation form is found in Appendix 5).

### **6.1.1 Goal**

The evaluation of the personnel of KFN has for objective to optimize the management of Human Resources and to permit each employee to know what is asked or expected from him by the Program Director. It is a process of team enhancement and training planning.

An evaluation goes beyond the notion of control and its disciplinary role. It permits the Program Director to take stock on any and all past activities and to reorient the energies and motivation toward the essential activities to be actualized.

#### **6.1.1.1 Short Term**

An evaluation is used to judge the ability of an employee to adapt to his new functions.

#### **6.1.1.2 Medium Term**

The evaluation can contribute to the determination and justification of a better plan or for a more efficient development of Human Resources.



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## **6.1.2 Responsibility**

The Program Director has the responsibility to evaluate of all the employees of KFN on a timely base. The Program Director also has to oversee that all appropriate corrective measures are accomplished.

## **6.1.3 Copy of an Employee's Evaluation**

A copy of an employee's evaluation is kept in his file.

## **6.1.4 Reference Period**

For the needs of the evaluation, the reference period is between the hiring and March 31<sup>st</sup> for the first year of employment and between April First and March 31<sup>st</sup> of each subsequent year.

## **6.1.5 Evaluation Period**

### **6.1.5.1 For all Regular, Full-Time Employee**

Evaluations are done during the month of March, at the end of the reference period.

### **6.1.5.2 For a New Employee**

The first evaluation is done at mid-probation period, after 3 months and/or at the end of the probation to guide rapidly the new employee, if need be.

### **6.1.5.3 For a Full-Time or Regular Employee in a New Position**

For a full time or regular employee who takes over new responsibilities or challenges, an evaluation is done at mid-point of his trial period, after 3 months and /or at the end of the trial period.

### **6.1.5.4 For a Contractual Employee**

An evaluation is done in the middle or at the end of the contract.

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## **6.1.6 Evaluation Process**

**6.1.6.1** The evaluation of the personnel is an ongoing process that includes an annual meeting. The evaluation is done at the end of the reference period, in March of each year. All evaluations are kept in the employees' files.

**6.1.6.2** At the end of the reference period, the Program Director revises and analyzes the employee's input and gives each employee a global appreciation of his work. This appreciation is obtained by taking in account the different pre-set factors in the evaluation form.

**6.1.6.3** The Program Director has to inform the employee and provide him with an evaluation form at least one week prior to any evaluation meeting. This gives the employee the chance to do his own evaluation. The subsequent meeting will permit thus a more fruitful discussion between the Program Director and the employee.

**6.1.6.4** The evaluation meeting that takes place is used to complete the evaluation report. It also serves as an occasion to clarify and reflect on real accomplishments made by the employee. All discussions must lead to a plan of action that has goals to maintain or enhance the appropriate behavior and to correct certain other behavior or abilities that has proven to be non-desirable.

**6.1.6.5** When the evaluation form is completed and signed by the employee and the Program Director, the original evaluation is put in the employee's file for safe keeping and future reference and a copy is given to the employee.

**6.1.6.6** Within the reference period, according to the prescribed delays, a brief follow-up meeting will occur between the Program Director and the employee. The goal of such a meeting is to be able to measure the progress and thus permit the employee to react appropriately, if need be.

## **6.1.7 Evaluation Follow-Up**

- The evaluation is used for the following situations:

### **6.1.7.1 While on Probation**

- To confirm someone as an employee

- 
- To determine termination
  - To determine if the probation period should be prolonged

#### **6.1.7.2 During a Trial Period**

- To confirm the employee in his new position
- To return the employee to his old position if the evaluation is negative

#### **6.1.7.3 When an Employee Leaves the Organization**

- To provide adequate references
- To permit the return of an employee
- To determine that the employee cannot return

#### **6.1.8 The Results of the Evaluation**

As to maintaining a stimulating equation between efficiency and the salary base, an employee must obtain a minimum of 61% on his passage mark in his annual evaluation to be able to access the next level in his salary scale. If this passage mark is not obtained, the employee remains at the same level as he was prior to the evaluation and/or a reevaluation is done to determine if he has maintained his position.

**6.1.8.1** However, regardless of reasons, if an evaluation is not done, the employee will not be penalized; the employee will access automatically the next level in his salary scale.

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# **KEBAOWEK FIRST NATION**

## **SECTION 7**

### **DEVELOPMENT OF HUMAN RESOURCES**

**AUGUST 2011**

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## **7.1 Training and Development**

### **7.1.1 Goal**

In the context of growth of demand of services, of organizational consistency and technological changes, KFN desires to augment its actual personnel and future capacity to accomplish the tasks given to them.

### **7.1.2 Policy**

KFN desires to encourage the betterment of all employees by giving them the material, the training and the working conditions necessary to improve their knowledge, abilities and capacities.

### **7.1.3 Priorities and Budgets**

At the beginning of each year, the Program Director establishes the priorities and the budgets for all training necessities and needs of KFN.

### **7.1.4 Type of Training**

#### **7.1.4.1 Type A**

Type A is for all employees who desire or is asked by the Program Director to assist in seminars, workshops, training sessions, congresses, symposia, conferences or work placements.

All activities under type A must be related to the betterment of one or more of the services offered by KFN.

#### **7.1.4.2 Type B**

Type B is for all employees who desire or are recommended by the Program Director to participate in upgrading knowledge to prepare the personnel for a change of function or to supplement knowledge deemed necessary by the Program Director to accomplish a function.

#### **7.1.4.3 Type C**

Type C concerns all employees who desire to enter a part-time program that will lead to a diploma (CEGEP, College, University degrees –BA, MA or PhD).

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Classes could be taken one day per week at a time or be a full week of field placement, at regular intervals, taken with a recognized institution.

#### **7.1.4.4 Type D**

Type D concerns all other types of training or improvements of a personal nature. Any employee who has a personal development plan can make a request for a leave of absence.

### **7.1.5 Funding of Training or Improvement**

#### **7.1.5.1 Type A and B Plan**

These 2 types of training are with pay and expenses within reason, are at the cost of KFN including material.

#### **7.1.5.2 Type C Plan**

The Program Director recognizes and encourages the desire of employees to acquire a diploma. The cost (salary, material, transportation, etc) will be the object of an accord between the Program Director and the employee.

##### **7.1.5.2.1**

The employee who takes advantage of Type C training commits to providing his services to KFN for a minimum of time corresponding to the amount invested in time and resources that have been provided to the employee by the Program Director.

##### **7.1.5.2.2**

KFN could consider the possibility, providing that the work load permits it, to allow the employee to finish his studies in a shorter period of time if this could address more rapidly to the growing needs of KFN.

#### **7.1.5.3 Type D Plan**

Any employee who desires to follow his own plan of personal development can do so at his own expense.

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# **KEBAOWEK FIRST NATION**

## **SECTION 8**

### **WORK CONDITIONS**

**AUGUST 2011**

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## **8.1 Remuneration**

### **8.1.1 Policy**

#### **8.1.1.1 Goals**

In an effort to facilitate our capacity to recruit and retain Human Resources, KFN has developed and implemented a salary policy based on two (2) principals: Equity and capacity to pay.

**Equity:** Salary equity implies that employees could have the same position and be paid equitably according to a salary scale. An equal value that takes in account abilities, efforts, complexity and responsibilities necessary to perform their duties.

**Capacity to pay:** The principal source of finance of KFN is the Federal Government. KFN's capacity is conditioned and limited by the level of finances provided by contribution agreements.

#### **8.1.1.2 Strategic Application**

The salary scales of KFN have 4 classes. Each class possesses 10 levels, except for the position of the managers which have one (1) level (See Appendix 6). These levels are based on:

**8.1.1.2.1** A matrix of factors that permits the evaluation of each position (See below);

**8.1.1.2.2** The relative value of each position is obtained by putting in relation each job description and the matrix of factors;

**8.1.1.2.3** The classes of positions that are defined by putting together different functions that have relative similarity in value.

#### **8.1.1.3 Salary Policy**

The goal of the salary policy of KFN is to pay its personnel a salary equivalent to the work of the same nature in comparable organizations in the same field of work. KFN has the intention to revise each salary scale periodically.



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The personnel are paid on a weekly basis. The salaries are determined on the basis of qualifications, professional and technical competencies, the experience of each employee and what the market can bare. Salary may be adjusted according to changes in the job description.

#### **8.1.1.4 The Remuneration Objectives**

The hereafter objectives are specific to the domain of remuneration in its whole. They are positive incentives on the organizational variables that are deemed important. Variables such as: the degree of satisfaction of the employee, the rate of turnover of the personnel and the employee's behavior on the job.

The objectives are:

**8.1.1.4.1** To attract the competent personal resources necessary for the growth of KFN and the improvement and retention of the quality of personal;

**8.1.1.4.2** To insure a just and equitable remuneration associated with the respective needs of each position, the level of efficiency attained and the salary paid for each identical positions in the reference market;

**8.1.1.4.3** To maintain a favorable organizational climate by ensuring remuneration that recognizes the contribution of the personnel, thus ensuring the success of the organization;

**8.1.1.4.4** To support, by an adequate salary structure, the internal progression and promotion of the employee;

**8.1.1.4.5** To render all salaries more objectively.

#### **8.1.1.5 Guiding Principles of the Salary Policy**

**8.1.1.5.1** Elaborate and implement the salary policy while taking into account the responsibilities associated with each position;

**8.1.1.5.2** Establish for each position a salary scale which is specific and competitive;

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**8.1.1.5.3** Apply to each employee, at his hiring, a salary that takes into account the needs of the position;

**8.1.1.5.4** Support the progression of the employee within his salary scale.

### **8.1.1.6 Balancing of the Salary at Hiring**

The salary at hiring takes into account the needs of the position (diploma) required and the Curriculum Vitae of the employee (additional training and experience) in the following proportions:

<b>Factors</b>	<b>100% of average salary</b>
<b>Skills (40%):</b>	Knowledge 15% Interpersonal 15% Problem solving 10%
<b>Responsibility (35%):</b>	Practice 10% Information resources 10% Financial and material resources 15%
<b>Effort (20%):</b>	Mental 12% Physical 8%
<b>Working Conditions (5%):</b>	Environment 5%

**The hiring salary cannot be lower than the minimum level of the salary scale**

### **8.1.1.7 Revision of the Salary Scales**

KFN revises all salary scales every five (5) years.

#### **8.1.1.7.1 Salary Raise**

All employees will progress within their salary scale annually according to the years of experiences and if any improvement in their academic situation.

#### **8.1.1.7.2 Cost of Living**

All the employees may receive an increase that will be determined by the average of the Federal and Provincial index rates and availability of funds.

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## **8.1.1.8 Salary Modification Consecutive to Movements of Personnel**

### **8.1.1.8.1 Promotion**

When an employee is promoted, his salary is augmented according to the better of the two (2) following amounts:

**8.1.1.8.1.1** The necessary percentage increase required for the salary to attain the minimum of the new salary scale, or;

**8.1.1.8.1.2** The level in the new salary scale of the new position that corresponds to the amount superior to the existing salary scale. In any case, the augmentation cannot be more than the maximum of the new salary scale.

### **8.1.1.8.2 Transfer**

When an employee is transferred horizontally, there is no modification in salary.

### **8.1.1.8.3 Downgrading**

If, by lack of work, reorganization of work, incapacity due to illness or any other reason, an employee is downgraded, his salary will be adjusted to the least of the two (2) following possibilities:

**8.1.1.8.3.1** The level in the new salary scale corresponds to the actual salary scale without, in any case, exceeding the maximum of the new salary scale, or;

**8.1.1.8.3.2** The employee keeps the same salary. In the following years, the employee will progress within the new salary scale according to the previous mentioned modalities.

### **8.1.1.8.4 Temporary Assignment**

When an employee has a temporary assignment in another position superior to the one he is holding, from the first day of appointment, his salary will be augmented 5% without exceeding the maximum of the new salary scale. For the salary to be modified, the two (2) following conditions are necessary:

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**8.1.1.8.4.1** The appointment has to be for 120 workable days or more;

**8.1.1.8.4.2** The employee has to take over all responsibilities inherent to the new position.

**8.1.1.10 Matrix of Factors of Evaluation**

The evaluation of all positions helps to determine the salary base of each employee.

## Matrix of Factors for the Evaluation of Each Position

		5	10	15	20	25
1	Education	High School	College	BA associated to the position	Additional BA	Masters associated to the position
2	Experience	0-2	3-5	6-8	9-15	More than 15
3	Management	Not required	Limited	Manages small team	Manages services, sector	Manages an organization
4	<ul style="list-style-type: none"> <li>Number of people managed</li> </ul>	0	1-3	4-8	9-15	More than 15
5	<ul style="list-style-type: none"> <li>Number of services managed</li> </ul>	0	1-3	4-8	9-15	More than 15
6	Human relations	Minimum	Normal	Important	Indispensable	
7	Reasoning strategies	Very Structured	Routinely	A Little Routinely	Normal	Without Supervision
8	Problem solving	Repetitive	Structured	Researched	Interpretation	Problem management
9	Supervision abilities	Restraint	Close supervision	Watched	Supervised according to progress	Directed
10	Initiative	None	Limited	Occasional	Frequent	Always
11	Complexity of work load	None	Simple	Average	Complex	Very complex
12	Impact on results	None	Low	Average	Important	Total
13	Impact on personnel	None	Low	Average	Important	Total
14	Impact on the community	None	Low	Average	Important	Total
15	Work conditions	Normal	Variable	Somewhat difficult	Difficult	Very Difficult
16	Physical efforts	Low	Moderate	Occasional	High	
17	Environment	Low	Moderate	Occasional	High	
18	Stress	Low	Moderate	Occasional	High	Constant
19	Required availability	Normal	Occasional overtime	Evening work	Can be absent from home, regularly	Constantly available
20	Public relations	None	Limited	Occasional	Frequent	Constant
21	Strategic interventions	None	Limited	Occasional	Frequent	Constant
22	Negotiation	None	Limited	Occasional	Frequent	Constant
23	Construction of plan of action	None	Limited	Occasional	Frequent	Constant
24	Budget management	None	0-150,000\$	150-000-1,000,000\$	From 1 to 15 Million\$	More than 15 Million\$
25	Bilingualism	No	Average	Advanced	Very advanced	Superior
	Scores	125	250	375	500	625

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## **8.1.2 General Methodology of Pay Calculation**

### **8.1.2.1 Calculation**

The salaries and indemnities are authorized for a period of one (1) year and are converted to periods of one (1) week for payment. The factor of conversion, which is 52, is used to divide the total amount of the annual salary and indemnities.

### **8.1.2.2 Payment**

A payment is made each week. Each payment corresponds to one week of the net salary deposited directly into the employee's personal account.

#### **8.1.2.2.1 First Pay**

A week hold back for all new employees.

### **8.1.2.3 Deductions**

From the first day of work, involuntary deductions will be made for all First Nation employees: Unemployment Insurance, Group Insurance and Pension Fund, if need be. All the other employees will also pay applicable Federal and Provincial income tax deductions.

The Program Director can do a deduction only if the Law, Court Order or by other Governmental regulations mandates management to do so or if he has a written permission from the employee.

The employee can revoke the authorization at any time, except when it concerns Collective insurances and other applicable Governmental constraints.

## **8.2 Re-evaluation of a Position**

Re-evaluation refers to a revision of a position. This could lead to maintaining the position in the same class or a reclassification in another class of employment.

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**8.2.1** If a re-evaluation of a position does not lead to a reclassification into another class of employment, no modification will be made to the salary scale of the employee.

**8.2.2** If a re-evaluation results in placing the employee in a lower class of employment, no modification will be done to the employee's salary.

**8.2.3** If a re-evaluation has for result to place an employee in a higher class of employment, the salary of the employee will be revised according to the procedures explained in 8.1.1.8.1 Promotion.

### **8.3 Employee Benefits**

#### **8.3.1 Goal**

The goal is to make available for all employees by contribution to a Group Insurance in case need based on of accident, illness, death or retirement.

#### **8.3.2 Treatment Guarantee**

An employee who is absent due to illness or short-term disability must notify his immediate supervisor as soon as possible.

If the absence is three (3) days or more, the employee must provide a medical certificate indicating the exact nature of the illness and the expected date of return to work. The Program Director reserves the right to monitor suspicious cases, even for absences of less than three (3) consecutive days. (See Sick leave, 4.8.2).

The days of waiting under the Group Insurance plan are taken from the reserve of sick days of the employee. During these absences, the employee must pay premiums collected weekly on his salary.

### **8.4 Disciplinary Measures**

#### **8.4.1 Goal**

The goal of disciplinary measures is to promote the application of KFN working conditions and policies and to permit the resolution of misunderstandings

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based on the application or comprehension of the various policies and work conditions as they arise.

## **8.4.2 Motives**

An employee can be sanctioned for the following reasons:

**8.4.2.1 Incompetence:** This means that a person does not have the capacities or competency required to accomplish the work that has been entrusted to him.

**8.4.2.2 Negligence:** An employee may have the necessary competence but may ignore certain tasks that he has to accomplish or he does not show any interest in doing.

**8.4.2.3 Conduct Unbecoming:** This means that an employee has broken the rules. Even if an employee breaks some rules that do not have a direct and/or immediate impact on the organization, the behaviour of the individual and/or of the community could be affected negatively. In these cases some disciplinary measures could be applied.

The previously presented scenarios do not represent all the possible situations. It is the Program Director's responsibility to determine other possible situations.

## **8.4.3 Progression of warning**

The disciplinary process has 4 possible steps:

1. Oral reprimand;
2. Written reprimand;
3. Suspensions: 1 day, 5 days, 10 days;
4. Dismissal.

Notwithstanding, if the situation is deemed serious enough, certain steps could be deemed insufficient.

**8.4.3.1 Oral Reprimand:** An interview is conducted. The objective is to permit the supervisor to clearly expose the problem to the employee. The superior will also emphasize the necessity to improve. A plan of supervision will be developed



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that will state how improvements are to be achieved to correct the situation. At the end of the interview, held behind closed doors, the employee would have consented to improve the way he has been doing things. A note concerning the verbal reprimand will be noted in the employee's file.

**8.4.3.2 Written Reprimand:** If the oral reprimand does not suffice in order to correct the problem or if the situation requires that the Program Director deems it necessary to directly pursue it with a written reprimand, the employee could be asked again in to do an interview and he notified of the persisting dissatisfaction. A written reprimand will be given to the employee. The goal, again, is to encourage the employee to improve. This reprimand will be written by the Program Director.

The employee must also have the opportunity to explain his case in writing to be absolutely sure that the situation is understood by all parties. All written reprimands and employee's explanation will be noted in the employee's file.

**8.4.3.3 Suspension:** A suspension is a temporary stop to an employee's work, without pay. A suspension cannot exceed 10 days. A suspension follows the previous measures if not successful in improving the situation on the employee part or in the case of a serious breach of confidence or negligence that necessitates stronger sanctions (see following matrix).

It's an extreme measure with extreme consequences. It puts into play the means of sustenance of an employee and disturbs everybody's work. If the conduct or negligence of the employee is serious, the employee can be suspended immediately, without any previous reprimand. There will be an interview to ascertain the facts and when the employee will be in a suspension. A letter confirming the measure will be forwarded afterwards by the Program Director.

While on suspension, when the situation requires it, an employee may be required to participate in a self-help program such as an anger management program, Alcohol/Drug rehabilitation program or others according to the nature of the problem in order to be able to reintegrate into his job.

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**8.4.3.4 Dismissal:** The application of this level of sanctions will be automatic if the normal progression of the previous measures did not succeed in improving the behaviour or the situation or, if a serious fault is committed as in the matrix.

#### **8.4.4 Program Director's Duties**

The Program Director must report to Council all activities related to sanctions that involve suspensions without or with pay and he is required to obtain approval from Council for all decisions when dismissing (8.4.3.4) an employee and prior to the actual sanction.

#### **8.4.5 Witness**

At any stage, when an employee is reprimanded, the employee and/or the Program Director can have a witness present at any or all meetings regarding disciplinary measures. The witness is not allowed to participate, intervene or interject during the process.

#### **8.4.6 Filing of a Reprimand**

Any and all reprimands filed could be used by the KFN for a maximum period of twenty-four (24) months from the date of the report of the last reprimand in the employee's file. After that time the employee's file will be expunged of all references to the reprimand or reprimands. The employee could receive another reprimand after the twenty-four (24) months period, but any expunged reprimand cannot be held against him.

### Matrix of Progressive Sanctions in Disciplinary Management

Description		Verbal reprimand	Written reprimand	Suspension without pay			Dismissal
				1 day	5 days	10 days	
1	Not at his job during working hours	X	X		X		X
2	Leave his job without his superior's authorization	X	X		X		X
3	Conducting personnel business during working hours (phone, e-mails, in person visits, etc)	X	X	X	X	X	X
4	Use KFN computers for personnel reasons during working hours	X	X	X	X	X	X
5	To have a disruptive behaviour during working hours (waste of time, chatting, lack of interest, to annoy others while in the performance of their duties)	X	X	X	X	X	X
6	Unjustified or non-authorized absence or tardiness	X	X	X	X	X	X
7	To create or contribute to a negative working climate, including with clients	X	X	X	X	X	X
8	Derogatory comments towards colleagues, superiors, members of the community or clients	X	X	X	X	X	X
9	To exchange working schedule with another employee without prior authorization	X	X	X	X		X
10	Not to advise his superior of changes to personal data or status	X	X	X	X	X	X
11	To falsely claim sickness to have days off	X	X	X	X	X	X
12	Not respect security directives	X	X	X		X	X
13	To smoke in prohibited areas		X		X		X
14	To neglect the equipment put at his disposal by KFN		X	X	X	X	X
15	To contravene any internal policies or the Code of Ethics		X		X		X
16	Does not fulfill the normal obligations and/or assignments of the job.			X		X	X
17	On the job under the influence of drugs or alcohol			X		X	X
18	To refuse to obey a directive				X		X
19							
20	Immoral incident or conduct				X		X
21	Abusive language or use of intimidation, threats, or reprisals				X		X
22	Consuming drugs or alcohol on the job						X
23	False reports or documents						X
24	To transport or possess KFN property of the community without authorization						X
25	Voluntarily damaging KFN property or someone else's						X
26	Fraud or theft of KFN						X
27	Illegal leave of absence for 3 days or more						X
28	To assault a colleague, superior or client						X
29	To be recognized guilty of a criminal act						X

## **8.5 Appeal**

### **8.5.1 Written Reprimand and Suspension**

An employee can appeal a written reprimand and/or a suspension by the Program Director. Within five (5) working days, the employee has to send a letter explaining his reasons to KFN's Council who will forward the letter to the Complaint Officer and the appointed committee members. A copy of the letter has to be forwarded to the Program Director also. The Complaint Officer and the committee will follow the procedures described in Section 13: "Complaint and Appeal Policy".

### **8.5.2 Dismissal**

An employee can appeal his dismissal. Within five (5) working days, the employee has to send a letter explaining his reasons to KFN Council who will forward the letter to the Complaint Officer and the appointed committee members. A copy of the letter has to be forwarded to the Program Director also. The Complaint Officer and the committee will follow the procedures described in the "Complaint and Appeal Policy".

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# KEBAOWEK FIRST NATION

## SECTION 9

### TRAVEL POLICY

**AUGUST 2011**

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## **9.1 Travel Policy**

### **9.1.1 Purpose**

The purpose of this policy is to ensure fair, consistent and prudent treatment of employees, of elected representatives or of any other person who are required to travel for business for KFN. The provisions in this policy are mandatory. This policy provides for the reimbursement of reasonable expenses necessarily incurred while traveling on KFN business and does not constitute income or other compensation that would open the way to personal gain. Travel shall be authorized only for official business, including training.

**9.2.1.1** Any amendment or change to this policy must be approved by resolution of Council.

**9.1.1.2** Travel should be authorized only if other means of communications, such as conference calls, are not effective or practical.

**9.1.1.3** The availability of funds for the purpose of the travel is a pre-requisite to the authorization of travel. In order to reduce the cost of traveling, consideration will be given to the number of representatives traveling for the same meeting, training or seminar.

**9.1.1.4** All travel shall be pre-authorized and the entitlement of the traveler shall be determined in accordance with the provisions of this policy. For the health and safety of the travelers, all travel should be authorized and done during normal working hours.

### **9.2 Application**

This policy applies to all Council members, employees and to any other person requested and authorized to travel for KFN business.

### **9.3 Authorization**

**9.3.1** It is the prerogative of the Program Director to determine, after discussion with the traveler, the most economical way to travel including accommodations required.

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**9.3.2** Allowances, rates and conditions of payment and reimbursement shall be sufficient to meet reasonable legitimate expenses that are necessarily incurred as a result of the requirement to travel.

**9.3.3** All travel shall be pre-authorized on the Travel Claim Form. The form has to be completed in detail. (See appendix 7).

**9.3.4** People with business liability insurance will be favored to provide group transportation under KFN business. Should more than one wish to use their personal vehicle, seniority will prevail.

## **9.4 Travel Advance**

**9.4.1** A travel advance may be requested on the Travel Claim Form by the person requesting to cover expenses not paid directly by the First Nation.

**9.4.2** All travel advances shall not exceed 80% of the total estimated expenses (See art. 7.6.6 for exception).

**9.4.3** A travel advance must be requested at least four (4) business days prior to departure and must include a copy of the meeting agenda or proof of purpose of the meeting.

## **9.5 Insurance and Compensation**

**9.5.1** In the event that an authorized traveler becomes ill, injured or dies while traveling on First Nation business, the traveler or, where applicable, the traveler's dependants may be provided with protection, subject to the terms and conditions of the following authorities:

- Kebaowek Pension and Benefits Plan
- Disability Group Insurance Plan
- Canada or Québec Pension Plan
- CSST
- Other Group Insurance plan

**9.5.2** A traveler shall be reimbursed the necessary expenses incurred as a result of illness or accident occurring while travelling, to the extent that the

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Program Director or Council is satisfied the expenses were additional to those which might have been incurred had the traveler not been absent from home, and were not otherwise payable to the traveler under an insurance policy, the First Nation Group Insurance or CSST.

## **9.6 Transportation**

**9.6.1** When the traveler is required to use a private vehicle, the rate of reimbursement will be according to Treasury Board rates, be revised every fiscal year.

**9.6.2** Car pooling and schedule adjustments shall be mandatory in order to reduce the transportation costs.

**9.6.3** If deemed to be more economical or convenient, the Program Director or Council may authorize the use of a rental vehicle. In such case, the traveler shall be reimbursed the rental, gas and insurance costs based on official and original receipts.

**9.6.4** Actual parking expenses shall be reimbursed based on official and original receipts.

**9.6.5** Taxis may be authorized when, in the Program Director's or Council's judgment, the use of such transportation is justifiable for First Nation business and other more economical alternatives are unavailable or impractical.

**9.6.6** A traveler using any band vehicle shall be reimbursed at cost. Receipts must be provided otherwise the Program Director or Council may refuse reimbursement. Travel advances in these cases shall not exceed 80% of the total estimated costs.

## **9.7 Accommodation**

**9.7.1** Commercial room accommodation expenses will be reimbursed on single occupancy only. Extra charge for double or more occupancy will be paid by the traveler. Efforts should be made to reserve at a government negotiated rate.

**9.7.2** Where two (2) authorized travelers choose to occupy the same room, the double occupancy rate will be reimbursed to one of the two travelers.



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**9.7.3** A traveler is authorized to make arrangements for private, non-commercial room accommodation. A traveler who makes such arrangements shall be reimbursed fifty dollars (\$50.00) for each night this accommodation is used.

## **9.8 Meals**

**9.8.1** The meal allowances are reimbursed when traveling for KFN and are based on Treasury Board rates adopted by Council.

**9.8.2** For travel of less than one day, i.e. when a round-trip journey generally takes place on the same calendar day, the appropriate meal expenses will be paid only where the Program Director or Council is satisfied that the traveler was actually in a position to incur restaurant meal expenses.

**9.8.3** Meal allowances paid to authorized travelers will be provided according to Treasury Board yearly rates.

**9.8.4** The reimbursement of meal expenses on the first day of travel and on the return day will take into account the time of departure and the time of arrival upon return. If the time of departure is before 7:00 AM, the breakfast allowance will be paid and if the time of arrival upon return is after 5:30 PM the dinner, allowance will be paid.

## **9.9 Incidentals**

When sleeping accommodation is authorized and used, the traveler shall be paid seventeen dollars and thirty cents (\$17.30) for incidental expense allowance that covers miscellaneous expenses for each day when travelling.

## **9.10 Telephone calls**

**9.10.1** A traveler shall be reimbursed the costs incurred for local and long distance calls necessarily placed as a result of First Nation business. Telephone calls claimed shall be supported by statements as to who was called and the reason of the call. Receipts are required for telephone call claimed.

**9.10.2** When the traveler is on business for more than a day he is entitled to one (1) personal call of ten (10) minutes per day.

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**9.10.3** The provision for telephone calls applies for fax transmissions.

## **9.11 Travel Claims**

**9.11.1** All travel claims shall be filled on the Travel Claim Form. The claim must be supported with the required original receipts and commercial transportation ticket stubs.

**9.11.2** Travel claims not submitted within twenty-one (21) working days of returning from travel may be refused by the Program Director and expenses not reimbursed. Travel claim must be completed with supporting documents and receipts.

## **9.12 Third-Party Reimbursement**

**9.12.1** Where the travel expenses for a meeting, seminar or training session, or for any other purpose, are normally reimbursed by another organization, the authorized traveler will inform the Program Director of the situation.

**9.12.2** In the case of third party reimbursement, travel advances must be made by KFN and only the Program Director can submit the expense claim to the third party for reimbursement to KFN. In no circumstance shall the traveler submit two (2) claims or be reimbursed twice for travel expenses.

## **9.13 KFN's vehicles**

KFN's vehicles are available for KFN's business activities only. Only KFN authorized personnel and clients can ride in KFN's vehicles. No vehicle can be used for personnel reasons and/or benefit. All KFN's vehicles must be returned each evening to their port of origin, under the Program Director's care. However special arrangements can be made between the employee and the Program Director to have the vehicle stay elsewhere overnight.

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# KEBAOWEK FIRST NATION

## SECTION 10

### CODE OF ETHICS

**AUGUST 2011**

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## **10.1 Responsibility**

The application of the Code of Ethics is the Program Director's responsibility. The respect of the Code of Ethics is everybody's affair.

## **10.2 Application**

This Code of Ethics applies to all elected members of Council and employees of KFN.

## **10.3 Goal of the Code**

The present Code's objective is to highlight the rules of the Code to the elected members of Council and the personnel of KFN in regards to integrity, confidentiality and conflict of interest. It is a guide based on logic and common sense.

It is important that each elected member of Council and each employee get to know and revise the Code of Ethics regularly. Respecting the Code is the responsibility of each individual, the internalization of it, if it must be applied is everybody's. This Code describes the values of the organization in regards to each and everyone's personal values.

No favoritism will be given concerning the disposition of the present Code. An elected member of Council or an employee who witnesses such favoritism or any transgression of the present Code has an obligation to report it to the Program Director.

KFN commits itself to create a work environment that will promote personal and professional growth that will respect the different types of contracts offered and a work climate free of racial, sexual and moral discrimination, harassment and/or violence.

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## **10.4 Respect of the Client and of the Organization**

All relations with clients are to be based on the principal of honesty, respect, credibility and mutual confidence. Everybody is obligated, in consequence, to act with integrity, diligence, competence and show respect and courtesy toward the clients and co-workers.

In their relations with the clients, the elected members of Council, the administration, the employees and their business partners are required to uphold the same criteria for everybody regardless of race, ethnic origin, religion, age, gender, sexual orientation, physical and/or mental disability.

Elected members of Council and employees are required to avoid any activity that might cause prejudice to the interest, image and/or reputation of KFN.

## **10.5 Expectations for Personnel**

KFN commits itself to offer the best possible service to the community, with this in mind the employees are committed to:

- Be punctuality;
- Be present, at their post during working hours except for emergencies;
- Advise his supervisor of his intention to exchange work schedules with another;
- Be properly dressed and groomed;
- Respect the philosophy of services to the client, at all times;
- Abstain from all comments that could cause prejudice to others (persons, employees, administration, clients, partners, etc.);
- Act with respect, discretion and confidentiality toward everybody;
- Try to anticipate the needs of the clients and respond to these needs with professionalism, courtesy and discretion;
- Avoid using drugs and/or alcohol before and during working hours;;
- Be mentally and physically fit to work. Not to be under the influence of prescription drugs that will affect him physically or mentally.
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### **The personnel of KFN Commits to:**

- Respect the confidentiality of all the information under its care;
- Insure the security of all communication and electronic devices;
- Be discreet about the attitude and behavior of all members of the community, the clients and business partners (no gossiping);
- Promote the development of KFN in their work;
- Favor positive input;
- Respect their contract by favoring individually and collectively a well done job;
- Be loyal toward the administration/organization.

**(As for examples see Appendix 8: List of Violent and Inappropriate Behaviours in the Workplace)**

### **10.6 Gratuities**

See article 12.3.5.

### **10.7 Merchandise and Buying**

Only an authorized person can sign vouchers or sign for the reception of merchandise. Any unauthorized person signing a voucher or receipts will be held accountable.

The purchasing of material will be respected at all times and applied only by authorized personnel.

### **10.8 Confidentiality**

Only an authorized spokesperson can provide information on the state of affairs of the organization of KFN. No elected member of Council, Director, administrator and/or employee can use, for their benefit or someone else's, any internal information concerning the affairs of KFN.

Any person who accepts to work for KFN accepts also the norms concerning confidentiality. All members of Council, Directors, administrators and/or

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employees commit to treat all information with confidentiality for the sole benefit of KFN.

Elected members of Council, Directors, administrators and employees commit to offer their services to the community without partiality, favoritism, conflict of interest and be equitable to all clients of KFN.

All members of Council, Directors, Administrators and Employees must show respect, be discreet and maintain a high level of confidentiality, even in discussion with other employees. They cannot divulge any personal information that could have another employee's, the community's and/or a partner's reputation questioned. Any person contravening to the article will be subject to a reprimand coinciding with the gravity of the offence.

**10.8.1** Because of the nature of and their scope of work, some Departments or Sectors of activities, such as The Health Center, Social assistance, Human Resources, Membership and others, are collecting personal information on their clients. All Directors, Administrators and Employees in particular, entrusted with the personal information on their clients will abide by the policies, rules and regulations of their respective Departments or Sectors of activities regarding the gathering, the filing and disposal of information for the purpose of their work.

**10.8.2** An employee must obtain a written consent or authorization before transferring any information.

### **10.9 KFN Goods and Belongings**

Elected members of Council, administrators and/or employees cannot use without prior authorization any KFN goods, material and/or manpower for **personal use. Nobody can dispose or sell goods and/or materials belonging to KFN** under any other provision than the ones decided upon under the duly approved policies of Kebaowek.

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Any member of Council, administrator and/or employee found voluntarily damaging material belonging to KFN will have to reimburse for all damages and will be subject to appropriate sanctions (see 8.4 Disciplinary Measures).

Any member of Council, administrator and/or employee found guilty of theft or fraud will be dismissed immediately.

### **10.10 Corporate Integrity**

All administrative actions have to be with the best interest of KFN at heart.

Nobody can commit KFN to any understanding, agreement, transaction or any verbal or written contract that could be contrary to the letter or the spirit of the law.

All ledgers have to reflect exactly the ongoing operations of KFN.

### **10.11 Relations with the Personnel**

KFN favors a work environment free of all form of constraints such as sexual harassment, violence or discrimination (racial, ethnic origin, religion, gender sexual orientation, etc). Any member of Council, administrator and/or employee who is found harassing, violating or discriminating any person will be subject to the appropriate disciplinary sanction, leading to possible dismissal (see 8.4 Disciplinary Measures and Appendix 8: List of Violent and Inappropriate Behaviours in the Workplace).

If during employment a person is a victim or a witness to an aggression, harassment or an abuse of power, he has to report the incident as quickly as possible, in all confidentiality, to the Program Director. The person who makes such a report will not receive any sanction.

However, a person voluntarily making any false report with the objective of harming another person could be subjected to sanctions in accordance with the severity of the impact of their consideration.



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## **10.12 Non Exhaustive Character of the Code of Ethics**

The rules of conduct presented in the Code of Ethics are not exhaustive. They do not limit the rights of the administration toward the personnel. In the event of a situation that is not covered by the Code, the Program Director will submit all pertinent information and possible solutions to Council for disposal.

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# **KEBAOWEK FIRST NATION**

## **SECTION 11**

### **HARASSMENT AND VIOLENCE IN THE WORK PLACE**

**AUGUST 2011**

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## **11.1 Goal**

As specified in the KFN Human Resources Policy, Federal Laws applicable to labor standards will apply. The Canadian Human Rights Act protects everyone within federal jurisdiction from harassment, violence and other forms of discrimination which affect the job of an individual or someone's work environment. As a leader of KFN and a provider of services to its members, Council has the responsibility to provide an environment free of harassment and violence.

## **11.2 Definition**

**11.2.1** Harassment means any improper behavior by a person employed by KFN that is directed at and offensive to any employee or any community member. It comprises of objectionable conduct, comment or displays made on either a one-time or continuous basis that demean, belittle, cause personal humiliation or embarrassment to an employee.

**11.2.2** For the purpose of this policy, sexual harassment means any conduct, comment, gesture or contact of a sexual nature, whether on a one-time basis or a continuous series of incidents, that:

**A)** Might reasonably be expected to cause offence or humiliation to any employee;

**Or**

**B)** Might reasonably be perceived by the employee as placing a condition of a sexual nature towards employment or any opportunity for training or promotion.

**11.2.3** Harassment also includes abuse of authority which means an individual's improper use of power and authority inherent in the position held, to endanger an employee's job, undermine the performance of that job, threaten the economic livelihood of the employee, or in any way interfere with

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or influence the career of such an employee. It includes such acts or misuses of power: intimidation, threats, blackmail or coercion.

**11.2.4** Violence is defined in the Canada Occupational Health and Safety Regulations as any action, conduct, threat or gesture of a person towards an employee in their work place that can reasonably be expected to cause harm, injury or illness to that employee.

### **11.3 Rights and Responsibilities**

**11.3.1** The Program Director is responsible for the implementation of this policy and must:

**A)** Determine if the alleged victim and the person against whom a complaint has been filed should be physically and hierarchically separated;

**B)** Appoint an investigator or an investigation team who will conduct the investigation, not only on the complaint but also on the underlying circumstances and factors that may have contributed to the problem (See Section 13);

**C)** Inform immediately the person against whom a complaint has been filed, and give that person a copy of the written allegation and informs the person of his rights and obligations;

**D)** Make sure that the investigation is conducted thoroughly, with equity and in a delicate manner;

**E)** Analyze and assess the conclusions of the investigation and determine if the complaint is justified or not;

**F)** Make sure that the alleged victim and the person against whom a complaint has been lodged is informed in writing of the findings and conclusions of the investigation;

**G)** Take all and any corrective actions required, not only in direct relation with the complaint, but also in relation to any other inappropriate situation or practice in the work place;

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H) Provide a copy of the investigation report to all parties involved;

I) Stay regularly informed and closely monitor the implementation of the corrective actions.

**11.3.2** All employees are responsible for putting an end to any harassment that they are aware of, whether there is a complaint or not.

**11.3.3 The Alleged Victims Have the Right to:**

A) File an incident report and/or Complaint Form and to obtain a review of their incident report and/or complaint without fear of embarrassment or reprisals, through the special redress established in according with this policy (see appendices on: Incident Report forms and/or Complaint forms);

B) Be represented and accompanied by a person of their choice during the interviews related to their complaint;

C) Ensure that their written complaint or comments relate to the facts that the employee has lodged be excluded from their personal file;

D) Be kept informed throughout the process subject to both the Access to Information Act and the Privacy Act.

**11.3.4 It is the Responsibility of the Alleged Victims to:**

A) Make known, if possible, their disapproval or unease with the individual immediately;

B) Seek immediate assistance from the Program Director to provide information and advice in such situation as described in art. 8.6.2.4 if unsuccessful or if circumstances make it difficult to do so;

C) Cooperate with all those responsible for dealing with the investigation of the complaint.

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### **11.3.5 The Persons Against Whom a Complaint Has Been Lodged are Entitled to:**

- A)** Be informed immediately that a complaint has been filed;
- B)** Be presented with a written statement of allegation and to be afforded opportunity to respond to them;
- C)** Be represent and accompanied by a person of their choice during the interviews related to the complaint;
- D)** Receive fair treatment in an environment free of harassment and discrimination;
- E)** Be kept informed throughout the process, subject to both the Access to Information Act and the Privacy Act.

### **11.4 Investigating Procedures**

**11.4.1** In the best interest of all parties, the alleged victim and the person against whom a complaint has been lodged should be physically and hierarchically removed from one another, for the period of the investigations.

**11.4.2** The investigating procedures are as described in section 13.

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# KEBAOWEK FIRST NATION

## SECTION 12

### CONFLICT OF INTEREST CODE

**AUGUST 2011**

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## **12.1 Purpose and Scope**

The purpose of this Code is to enhance community and members' confidence in the integrity of the KFN Council members and employees:

**12.1.1** By establishing clear rules of conduct respecting conflict of interest for all Council Members and employees;

**12.1.2** By eliminating the possibility of conflicts arising between private interests and the duties of Council members and employees;

**12.1.3** By providing solutions to avoid a conflict within the community and members.

## **12.2 Application**

The present Code applies to all Council members and employees of KFN. In keeping with the principles described below, each elected member or employee is responsible for taking such action as is necessary to prevent real, potential or apparent conflict of interest.

## **12.3 Principles**

Each Council member and employee of KFN shall conform to the following principles:

**12.3.1** To have an obligation to act in a manner that will withstand the closest public scrutiny, an obligation that is not fully discharged by simply acting within the law;

**12.3.2** To declare in writing all private interests and file the declaration with the Program Director;

**12.3.3** Not to have private interests, other than those permitted pursuant to the Code, that would be affected particularly or significantly by the Council's actions in which they participate;

**12.3.4** On appointment to office or as an employee, and thereafter, to arrange their private affairs in a manner that will prevent real, potential or apparent



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conflict of interest from arising. However, if such a conflict of interest does arise between private interest of a person and the official duties of the person, the conflict shall be resolved in favour of the public interest;

**12.3.5** Not to solicit or accept personal transfers of economic benefit of any type while executing their mandates unless it goes back to the community of KFN;

**12.3.6** Not to step out of their official roles to assist private entities or persons in their dealings with Council where this would result in preferential treatment to any person;

**12.3.7** Not to knowingly take advantage of or benefit from, information that is obtained in the course of their official duties and responsibilities that is not generally available to the public;

**12.3.8** To avoid or withdraw from activities or situations that would place the person in real, potential or apparent conflict of interest relative to his official duties and responsibilities;

**12.3.9** Not to use directly or indirectly or allow the use of KFN property of any kind, included property leased to Council, for anything other than officially approved activities;

**12.3.10** Not to act in such a manner as to take improper advantage of their knowledge even after leaving their official functions as an elected member of council or an employee;

**12.3.11** Not to accord preferential treatment in relation to any official matter to family members or friends, or to organizations in which the person, family members or friends have interest. Care must be taken to avoid being in a situation, or appearing to be, under obligation to any person or organization that might profit from special consideration. A Council member or employee must remove himself from any decision making process, if found in such situation;

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**12.3.12** Not to accept to represent or to act on behalf of KFN if not duly mandated (see section 1: Responsibilities of the Chief, Council and Management);

**12.3.13** Not to decide or partake in any decision making process for someone else if, by doing so, the person is or appears to be in actual or potential conflict of interest.

#### **12.4 Employee and Member of Council**

Under no circumstance shall a member of Council or an employee in a position of authority use his status to intimidate management or another employee of the KFN.

#### **12.5 Certification Document**

Before or upon appointment, each person to whom the present Code applies must sign a document certifying that they have read and understand this code and that they consent to adhere to and will abide to the Code. (See appendix 9).

#### **12.6 Compliance**

**12.6.1** An employee who refuses to comply or does not comply with the present Code is subject to appropriate disciplinary action up to and including dismissal;

**12.6.2** Where a member of Council refuses to comply or, does not comply with the present Code, the case is brought to the attention of Council by the Program Director for resolution;

**12.6.3** If the resolution of a real, potential or apparent conflict of interest comes to an impasse, the Council will then appoint an independent committee consisting of the Complaint Officer and at least two (2) qualified and reputable external resources who are not related to the parties or involved in the case on hand, whom he, the Complaint Officer, would chose. The committee will perform the proper investigation and rule on the case within a reasonable time frame.

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# **KEBAOWEK FIRST NATION**

## **SECTION 13**

### **APPEAL AND COMPLAINTS POLICY**

**AUGUST 2011**

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## **13.1 Preamble**

The present policy demonstrates the Council's willingness to respect a fundamental principle of democracy which consists of permitting an individual to freely express himself and appeal when an administration decision concerning this person or another person, is not or not perceive to be, fair and equitable. This policy is a tool, a process available to anyone in the community of KFN to enable them to intervene freely and without negative repercussion when they feel their rights have been infringed upon.

However, if it is determined that a Complainant makes false accusations knowingly, in bad faith and/or of a malicious intent, the Complainant will be subject to disciplinary measures, up to and including dismissal. If the Complainant is not a member of KFN, the Complaint Officer and Council will take the situation under advisement and may proceed with measures under the letter of the law.

The present policy clarifies the management style of Council in delivering services and programs to its members. It specifies the administrative services to whom this policy applies and the procedures to be followed when filing and processing a complaint or appeal from a member.

**No anonymous or unsigned complaint and/or incident report will be heard or processed.**

## **13.2 Objectives of Council**

**13.2.1** The present policy is intended to deal with complaints of KFN members and by adopting it, Council has the following objectives:

**13.2.1.1** To encourage fairness, equity and transparency in the administration of KFN business;

**13.2.1.2** To enable the members of KFN to avail themselves if need be, of a corrective recourse when an alleged error, negligence or abuse occurs concerning them individually or collectively.

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### **13.3 Application**

The present policy applies to all policies, services and programs adopted or administrated by Council and its administration, and that directly impacts the members of KFN.

### **13.4 Processing a Complaint**

**13.4.1** In order to deal without delay and to implement the corrective actions as quickly as possible, Council shall appoint a Complaint Officer who will be responsible to receive the complaints, note and register them, and acknowledge receipt of the complaint filed by a member of KFN.

**13.4.2** If the Complaint Officer deems that an investigation is necessary, he will convene a committee to examine the complaint.

**13.4.3** The complaint committee will be made of three (3) external independent and reputable people not associated with KFN and chosen by the Complaint Officer.

**13.4.4** The members of the committee must have a thorough knowledge of the policies adopted by Council, they must have demonstrated analytical skills and be a role model of impartiality.

**13.4.5** Within five (5) days of the reception of a complaint, the Complaint Officer shall acknowledge receipt of the complaint and if need be, transmit it to the concerned committee.

**13.4.6** The Complaint Officer and concerned complaints committee shall immediately take action by gathering the relevant information and facts by meeting the parties involved within hours and days of reception of the complaint; then render a decision in writing no later than thirty (30) days after the acknowledgement of the complaint.

**13.4.7** All complaints must be dealt with and require a decision from the assigned complaint committee. The committee must hear the version of the

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member filing the complaint and the version of the employee concerned by the complaint before discussing and making a decision.

**13.4.8** The decisions of the committee are final and binding. The decisions must then be ratified by resolution of the Council.

### **13.5 Filing a Complaint**

**13.5.1** Before filing a formal complaint to Council, the member must follow two preliminary (2) steps:

**13.5.1.1** The member must read and understand the policy referred to in the complaint or policy which rules the administration sector concerning the complaint and;

**13.5.1.2** Meet with the employee responsible for the concerned administrative sector to obtain background information and clarification on the decision that has been applied.

**13.5.2** When meeting with the member, the concerned employee must note on the prescribed form the motive(s) of the complaint given, the explanation given to the member by the employee and the decision of the Council if applicable (Appendix 10: Form A: Meeting with the Appellant)

**13.5.3** When meeting with the member, the concerned employee must note on the prescribed form the motive(s) of the complaint, the explanations given to the member by the employee and the decision of Council if applicable (Appendix 10: Form A).

**13.5.4** If after the meeting with the employee the member still feels he has been treated unfairly and not according to approved policy, the member may fill the complaint form (Appendix 11: form B).

**13.5.5** The form B must be sent registered mail or in person to the Complaint Officer.

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## **13.6 Complaint for Wrongful Dismissal**

**13.6.1** Complaints should be made as soon as possible after the problem occurs. All complaints about an unjust dismissal must be filed no later than 90 days from the date of dismissal.

**13.6.2** If a person desires to file an unjust dismissal complaint to the **Human Resources and Skills Development Canada**, under the Labour Code, their complaint must be made in accordance with the Labour Code rules which include:

- The employee must have a minimum of 12 months of continuous employment;
- The complaint must be in writing and;
- The complaint must be filed no later than 90 days from the day of dismissal.

## **13.7 Records**

**13.7.1** All records of a formal complaint, including minutes of meeting, interviews notes, results of the investigation, documents, evidence and other relevant material will be kept in a sealed file by the Complaint Officer to be accessed only by the Complaint Officer when disclosure is required by a disciplinary measure.

### **13.7.2 Complaint against an Employee**

If the investigation determines that a complaint against an employee is founded, the outcome of the investigation and any action that results will be recorded in the personnel file of that employee.

**13.7.3** If a mediated solution is reached at any time, a copy of the settlement will be held in a sealed file by the Complaint Officer to be accessed only by the Complaint Officer when disclosure is required by a disciplinary measure.

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**13.7.4** If the investigation results in a finding that the complaint is not substantiated, no record of the complaint will be made on the personnel file of the Respondent.

**13.7.5 Complaint against KFN or its Policies**

If the investigation determines that a complaint against KFN or its policies is founded, Council and the Program Director will take immediate action to remedy the situation. The results of the investigation and action taken will be registered in the minutes of the next Council meeting.



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# **KEBAOWEK FIRST NATION**

## **SECTION 14**

### **PURCHASES, CONTRACTS AND TENDERS POLICY AND PROCEDURES**

**AUGUST 2011**

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## **14.1 Preamble**

This policy and these procedures are geared at ensuring that KFN acquires goods and services of superior quality at the best price.

Private sector or individuals should be permitted and encouraged to tender for KFN projects and acquisitions through a competitive process. This will give the community and our founding providers a measure of assurance that they are obtaining best value and bring more transparency to the administration of the public funds made available to KFN for the well-being and best interests of its members.

## **14.2 Principles**

KFN recognizes that construction activities and projects generate economic and business opportunities for its members and for native businesses. Council therefore commits to thrive at obtaining the best value for the money spent, keeping in mind on the one hand the lowest price and on the other hand the optimization of economic benefits and spin offs for the community.

Council will encourage and call upon, as much as possible, the local human resources of KFN followed by those of other surrounding First Nations.

By adopting this policy, Council makes the formal commitment to:

**14.2.1** Treat all eventual tenders fairly and equitably;

**14.2.2** Define precise criteria that will be used in the call for tenders and that are based on sound tendering practices which take into account the monetary value, the complexity of the work to be performed and the number of businesses in the region who have the expertise required;

**14.2.3** Respect and ensure the confidentiality of the documents and information provided by the tenderers;

**14.2.4** Open the tenders or proposals in public;

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**14.2.5** Evaluate each qualifying tender or proposal based on pre-established criteria that are clear and coherent.

### **14.3 Tenders**

**14.3.1** Tenders (bids) for purchases and contracts expected to exceed \$5,000 shall be invited from at least three (3) businesses or be publicly advertised in newspapers.

**14.3.2** Where a purchase or contract is not expected to exceed \$5,000, the Program Director is authorized to negotiate a transaction for a purchase or a specific contract with a business or individual, within budgetary limits. The Program Director shall inform Council of all such transactions.

**14.3.3** All purchases or contracts that have an expected value between \$5,000 and \$25,000 shall require the invitation of at least three (3) tenders.

**14.3.4** All purchases or contracts that have an expected value of/or exceeding \$25,000 shall require a public tendering process and be advertised in local, regional or national newspapers taking into account the availability of competent resources in the area.

**14.3.5** An invitation to tender should include the following documents:

- Tender instructions;
- Tender and contract form;
- General conditions;
- Labour conditions (provincial);
- Terms of payment;
- Insurance schedule;
- Contract security conditions;
- Contractor's qualification statement;
- Statement of work plans and specification
- Work schedule.

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**14.3.6** An invitation to submit proposals for professional services should include minimally the following documents:

- A letter of invitation;
- A statement of work required;
- Proposal evaluation criteria;
- Articles of agreement;
- General conditions;
- Terms of payment.

**14.3.7** All tenders and proposals should be marked to show the date and time they were received. They should be kept unopened in a locked cabinet until the time and date set for tender opening.

**14.3.8** Tenders and proposals should be opened immediately, or as soon as possible after the closing time, by a committee of at least three persons designated by Council. Bidders may be present if they wish.

**14.3.9** If a member of Council or an administrator has a personal interest in the tender, that person shall not participate in any tendering process, not to be present at discussions or decision making meetings concerning the tender, nor sit on the evaluation committee nor vote on the motion to award the contract. (See Section 12: Conflict of Interest Code).

**14.3.10** The Chairperson of the tender or proposal opening committee will announce the following to those present for the opening:

- The official name of the project;
- That all tender and proposals received are subject to technical and administrative review, prior to the contract being awarded;
- That no questions concerning the tenders or proposals will be answered at the opening.

**14.3.11** As tenders or proposals are opened, one at a time, the Chairperson will announce only the following:

- 
- The name and address of each bidder;
  - The amount of each bid, including the total amount of any amendments, and revised total tender or proposal amount.

**14.3.12** The details of tenders and proposals received such as name and addresses of bidders, date and time received, amount of bid, etc, will be recorded and authenticated by all members of the opening committee.

**14.3.13** All tenders and proposals received should be reviewed by an evaluation committee appointed and ratified by Council, whose members will assess each tender or proposal using the pre-determined criteria and requirements, prepare a summary of their evaluation and recommend the contract to be awarded to the Council.

**14.3.14** For construction and non-professional services, the contracts will be awarded to the lowest valid bid, but will take into consideration the experience and credibility of the bidder along with the dollar value.

**14.3.15** For professional and consulting services, the contract is normally awarded to the highest rated bidder, or the contractor offering the lowest priced acceptable proposal based on the established criteria within the financial means of KFN.

#### **14.4 Requirements and Securities**

**14.4.1** For construction projects or non-professional services in excess of \$25,000, Council may require a tender to have a security deposit of 10% (bond) of the total tender value, to ensure contract entry by the low valid bidder. However the 10% deposit is mandatory for services in excess of \$100,000.

**14.4.2** For all construction projects valued at \$50,000 or more, Council requires that the successful bidder submit proof of fire, liability, and vehicle insurance (as applicable), within 14 days of being awarded the contract.

**14.4.3** For all construction projects or non-professional services in excess of \$50,000, Council requires that the successful bidder provide the proper

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contract security within 14 days of being awarded the contract, to ensure performance by the contractor, and payments to sub-contractors and suppliers.

## **14.5 Contracts**

**14.5.1** Upon approval by Council resolution of the recommended contractor, firm, individual or supplier, a contract shall be prepared and signed by the contractor and Council. A copy of the signed contract shall be filed in a safe place.

**14.5.2** Contracts should clearly state all requirements and responsibilities of the parties in detail. Details such as the starting and the completion dates, terms and schedules of payments, reporting requirements and responsibilities of the contractor, etc should be included. All copies of the contract should also include the Council's resolution number which awarded the contract.

**14.5.3** When KFN does not have the resources to prepare documents, invite proposals or tenders, award a contract, and carry out the administrative duties the contract requires, KFN will hire a lawyer or qualified consultant before the signing of the contract in order to protect KFN's interest.

**14.5.4** All successful bidders who submitted tenders or proposals should be notified in writing as to who was awarded the contract as soon as possible after the contract is awarded. Unless otherwise stated, all tender securities and deposits should be given back to bidders without delay.

**14.5.5** Council shall appoint the Program Director to ensure that the work is performed on schedule and meets all terms and conditions of the contract.

**14.5.6** KFN administration will keep complete records of all contracts. (Correspondence, invoices, receipts, vouchers, change orders, minutes, etc.)

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# **KEBAOWEK FIRST NATION**

## **SECTION 15**

### **ELECTRONIC ETIQUETTE SECURITY AND PROCEDURES**

**AUGUST 2011**

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## **15.1 Preamble**

The Internet is a world-wide network of computers that contains millions of pages of information. Many of these pages include offensive and sexually explicit material. In general, it is difficult to avoid at least some contact with this material while using the Internet. The employee accessing the Internet do so at his own risk and KFN is not responsible for material viewed or downloaded by the employee from the Internet.

## **15.2 Authorization**

Employees are given computers and Internet access to assist them in the performance of their jobs. All employees are assigned an identification (ID) and password upon request from the Program Director. (See definition of employee in section 2: "Definitions" and see Appendix 12: "New Employee IT Form").

Regardless of the circumstances, individual passwords must never be shared or revealed to anyone else besides the IT Administrator. Misrepresenting, obscuring, suppressing, or replacing an ID is forbidden.

No unauthorized person can have access to any computer and/or KFN's network.

All employees must sign a Confidentiality Declaration. (See Appendix 13).

## **15.3 Privacy**

No employees should have any expectation of privacy in anything they create, store, send or receive using KFN's computer equipment.

It is not the policy of KFN to monitor the content of electronic communications. However, the content of electronic communications may be monitored and the usage of electronic communications systems will be monitored to support operational, maintenance, auditing, security, and investigative activities.

## **15.4 Permitted Use of KFN Computers and Network**



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**15.4.1** The computer network is the property of KFN and is to be used for legitimate business purposes. All employees have a responsibility to use KFN's computer resources and the Internet in a professional, lawful and ethical manner. Abuse of the computer network or the Internet, may result in disciplinary action, including possible dismissal.

**15.4.2** As a productivity enhancement tool, KFN encourages the business use of electronic communications (notably the Internet, electronic mail, and fax).

**15.4.3** The employee privileges with electronic communication systems must be assigned such that only those capabilities necessary to perform a job are granted.

## **15.5 Prohibited Activities**

**15.5.1** Without prior written permission from KFN, KFN's computer network may not be used to disseminate, view or store commercial or personal advertisements, solicitations, promotions, destructive code (e.g., viruses, Trojan horse programs, etc.) or any other unauthorized materials. Furthermore, at all times the employee is responsible for the professional, ethical and lawful use of the computer system. Personal use of the computer is a privilege that may be revoked at any time.

**15.5.2** The employee may not copy material protected under copyright law or make that material available to others for copying.

**15.5.3** The employee is prohibited from sending, transmitting, or otherwise distributing proprietary information, data, trade secrets or other confidential information belonging to KFN. Unauthorized dissemination of such material may result in severe disciplinary action.

**15.5.4** All employees connected to the network have a responsibility to conserve these resources. Restricted acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, engaging in online chat groups, uploading or downloading large

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files, accessing streaming audio, or otherwise creating unnecessary loads on network traffic associated with non-business-related uses of the Internet.

**15.5.5** No employee, Administrator, Director or member of Council are allowed to add, modify or remove any hardware, data storage devices and/or peripherals (example: printers) and/or software. Only the IT Administrator is authorized to do so upon request from the Program Director.

## **15.6 Public Representation**

No media advertisement, Internet home page, electronic bulletin board posting, electronic mail message, or any other public representation about KFN will be issued unless it has first been approved by the Chief and Council.

## **15.7 Security and Virus Detection**

**15.7.1** The employee must promptly report all information security alerts, warnings and suspected vulnerabilities to the IT Administrator.

**15.7.2** If you suspect that a virus has been introduced into KFN's network, notify the Tech Department immediately.

**15.7.3** To ensure security and avoid the spread of viruses, the employee accessing the Internet through a computer attached to KFN's network must do so through an approved Internet firewall or other security device.

**15.7.4** A Security Policy describing in detail all related procedures is available for consultation upon request at the IT Administrator's office.

## **15.8 Content of Message**

The Code of Ethics, section 10 of this manual, gives guidelines as to how to behave and on attitudes to take when in communication with other employees, members of Council, Directors, clients and partners.

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## 15.9 Email Etiquette

**a) Keep it professional.** Your work is not yours. It belongs to KFN.

Be Precise

Avoid Long Sentences

Proper spelling, punctuations and grammar

Never use All Caps

Never use Abbreviations and Emoticons

Signature: Include your name, your title, KFN and Department name,

The address and the contact details.

**b) Avoid colourful language.** It is easiest to write how we speak. But do not use curse words, sexist language or off-color content when writing business email. This includes forwarded messages that go around the office.

**c) Unexpected and/or undesirable readers.** Beyond the original recipient of your message, there are possibilities that others will read it.

**d) Keep personal issues out of KFN emails.** Personal life and professional life are separate. Keep your personal and work emails accounts separate.

**e) Avoid Emo-Icones and/or chat-speak.** Do not use emo-icones (smilies) or chat-speak in work correspondence.

## 15.10 No Default Protection and Back-Up

**15.10.1** If sensitive information must be sent by electronic communication systems, encryption or similar technologies to protect the data must be employed.

**15.10.2** If an electronic mail message contains information relevant to the completion of a business transaction, contains potentially important reference information, or has value as evidence of an KFN management decision, it should be retained for future reference.

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### **15.11 Blocking Sites with Inappropriate Content**

KFN has the right to utilize software that makes it possible to identify and block access to social networking websites and to Internet sites containing sexually explicit or other material deemed inappropriate in the workplace.

These sites include but are not limited to the following and are subject to change at the discretion of the Chief and Council.

- a. [Home.spaces.live.com](http://Home.spaces.live.com)
- b. [www.twitter.com](http://www.twitter.com)
- c. [www.adultfriendfinder.com](http://www.adultfriendfinder.com)
- d. [www.facebook.com](http://www.facebook.com)
- e. [www.hi5.com](http://www.hi5.com)
- f. [www.myspace.com](http://www.myspace.com)

### **15.12 I.T. Procedure Manual:**

All detailed Policies and Procedures Manuals related to the use, maintenance and development of all computers and the network are available for consultation upon request at the IT Administrator's office. They give practical advice and rules to the employees of KFN.

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## APPENDICES

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**Appendix 1:****Solemnly Declare**

KEBAOWEK FIRST NATION COUNCIL

"MIGIZY ODENAW"

## SOLEMN DECLARATION

I, the undersigned, \_\_\_\_\_, as an Kebaowek First Nation newly elected or appointed Chief or Councillor, hereby solemnly declare and swear that I will fulfill my duties and responsibilities to the best of my abilities, honestly and loyally, with dedication and in a responsible manner, always in the sole interests of the Members of Kebaowek First Nation. I hereby promise to familiarize myself with all the Kebaowek First Nation policies, by-laws, regulations and procedures, and to adhere and abide to them. I hereby also agree to abide by the following Code of Ethics:

1. I will carry out the duties of my office conscientiously, loyally and honestly, remembering that my primary duty is to serve to the Members of the Kebaowek First Nation.
2. In my actions and words, I will promote and uphold the integrity and dignity of the First Nation, its Council, its Employees and Members.
3. I will use initiative to find ways of doing my work more efficiently, effectively and economically.
4. I will at all times keep a positive and cooperative attitude in dealing with fellow Council members, employees and members, working as a team towards the betterment of Kebaowek First Nation.
5. I will conduct myself at all times in a manner that will bring credit to myself, the Council and the Members of Kebaowek First Nation.

- 
6. I will continually work towards self-improvement and professional development, through available literature and training workshops.
  7. I will attend all regular and special Council and General Assembly meetings punctually, unless there is a valid reason for absence or lateness, in which case I will contact the Executive Secretary or a Council member in advance.
  8. I will fully attend all meetings, workshops, conferences, assigned to me as an official delegate of the First nation and will formally report back to Council on the proceedings of the meetings.
  9. I will not give out official and/or confidential information acquired as a result of my office unless Council has authorized it.
  10. I will not use information obtained as a result of my office for my own personal interests.
  11. I will use equipment; property or supplies, which are owned or rented by the First Nation for authorized purposes only.
  12. I will not accept any fees, gifts or other tangibles offered to me in regard for duties performed by virtue of my position.
  13. I will not publicly criticize the policies of Council or employees, and if I feel changes would be advisable, I will provide constructive suggestions at the Council meetings.
  14. If I am of the opinion that my office and private interests may constitute a conflict of interest, I shall declare this to Council who will direct in which manner this may be resolved.

- 
15. I shall not present myself to meetings, public gatherings or functions while under the influence of intoxicating substances and shall not make use of such substances while on duty.
  
  16. I will at all times behave myself with dignity and be respectful on Council and of the First Nation and its Members, and I will not publically behave myself in ways that may tarnish the reputation and image of the Kebaowek First Nation or Council.

Signed in "Migizy Odenaw" and agreed to on the \_\_\_\_\_ day of the month

Of \_\_\_\_\_, 20\_\_\_\_.

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Member of Council

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Witnessed by Chief Electoral Officer





KEBAOWEK FIRST NATION

REQUEST FOR OVERTIME

**Appendix 2:**

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

Name of Employee: \_\_\_\_\_

Name of Supervisor: \_\_\_\_\_

Date(s)	# of Hours	Reason

Recommended: \_\_\_\_\_

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

Approved: \_\_\_\_\_

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



## KEBAOWEK FIRST NATION

### Appendix 3: Absence Request

Employee Name: \_\_\_\_\_

Date: \_\_\_\_\_ Department: \_\_\_\_\_

Type of Absence Requested:

- |                                              |                                   |                                   |                                      |
|----------------------------------------------|-----------------------------------|-----------------------------------|--------------------------------------|
| <input type="checkbox"/> Vacation            | <input type="checkbox"/> Sick     | <input type="checkbox"/> Personal | <input type="checkbox"/> Bereavement |
| <input type="checkbox"/> Maternity/Paternity | <input type="checkbox"/> Adoption | <input type="checkbox"/> Marriage | <input type="checkbox"/> Other       |

Dates of Absence: From: \_\_\_\_\_ To: \_\_\_\_\_

# of days \_\_\_\_\_ With pay \_\_\_\_\_ Without pay \_\_\_\_\_

Reason for Absence:

*You must submit requests for absences, other than sick leave, 30 days prior to the first day you will be absent.*

\_\_\_\_\_  
*Employee Signature*

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

Approved

Rejected

Comments:

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

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

---

**Appendix 4:**

**Benefit Program**

**See your Program director for more information.**

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**Appendix 5:**

**Evaluation Form**

**KEBAOWEK FIRST NATION**

**Job Performance Evaluation**

**PART A: RESPONSIBILITIES, OBJECTIVES, EXPECTATIONS, ACHIEVEMENTS**

**Main responsibilities:** \_\_\_\_\_

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**Using straight forward language, describe the employee's achievements:** \_\_\_\_\_

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**PART B: SUCCESS FACTORS**

Identify the success factors that are relevant to the position and work behaviour. Evaluate the employee for each success factor used by indicating the employee's strong points to improve according to the evaluation grid at the bottom of the page.

Planning and Organization: Prepares an action plan to reach short-term objectives, sets objectives and priorities; plans use of time and resources adequately.	1	2	3	4	5

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Flexibility/Resourcefulness: Works effectively and simultaneously carries out several different tasks with persons having different styles and characteristics and during intense periods of actively and; seeks the use of other resources when necessary.	1	2	3	4	5

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_









Work knowledge: Knows and understands the position's requirements; has mastered the work methods and techniques needed to carry out the position's duties.	1	2	3	4	5

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Quality of work: Performs duties that are always of superior quality and completed on time.	1	2	3	4	5

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Work output: Performs duties according to the required output and allocated resources.	1	2	3	4	5

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Work knowledge: Knows and understands the position's requirements; has mastered the work methods and techniques needed to carry out the positions duties.	1	2	3	4	5

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Quality of work: Performs duties that are always of superior quality and completed on time.	1	2	3	4	5

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Work output: Performs duties according to the required output and allocated resources.	1	2	3	4	5

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**PART C: OVERALL PERFORMANCE**

_____	Always exceeds established performance standards (100-81): The employee's performance is always superior and always brings results that exceed the requirements of the position and the expectations of superiors. The employee's performance always exceeds established objectives, and has contributed to the organization's effectiveness and image.
_____	Often exceeds established performance standards (80-61): The employee's performance often brings results that exceed the requirements of the position and the expectations of superiors. The employee's performance often exceeds established objectives.
_____	Meets established performance standards (60-41): The employee's performance meets most of the established objectives according to the established performance criteria and standards. The employee's performance is average in terms of expected results.
_____	Rarely meets established performance standards, requires immediate improvement (40-21): The employee's performance, brings results that meet some of the position's requirements and management expectations. The employee must take steps and make efforts to bring performance up to an acceptable level, within a pre-determined deadline.

<hr/>	Unacceptable (20-0): The employee's performance brings results that are unacceptable and do not meet the position's requirements or management expectations. The employee's performance is unsatisfactory.

**PART D: PROFESSIONAL TRAINING AND DEVELOPMENT (if necessary)**


**PART E: EMPLOYEE'S COMMENTS**


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**PART F: SIGNATURES OF SUPERVISOR AND EMPLOYEE**

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**Appendix 6:**

**Salary Scales**

**The salary scales will be presented separately.**

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**Appendix 6:**

**The salary scales will be presented separately.**



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**Appendix 6:**

**The salary scales will be presented separately.**

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**Appendix 6:**

**The salary scales will be presented separately.**



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## Appendix 8

### List of Examples of Violent and Inappropriate Behaviours in the Workplace

Workplace violence is any action, threat, gesture or conduct by a person towards an employee, a Director, a member of Council, a co-worker or a client of EVBFN in the workplace that can reasonably be expected to cause harm, injury or illness to the employee. Workplace violence includes but not limited to:

- **Bullying (defined as a pattern of aggressive behaviour that is intended to offend, intimidate, insult, undermine or humiliate the recipient);**
- Spreading misinformation or malicious rumours about a co-worker, employee, Council member, Director and/or client of KFN;
- Ridiculing, intimidating or demeaning an employee;
- Deliberately withholding information which an individual requires to do their job or undermining or deliberately impeding a person's work;
- Excluding or isolating employees in situations where they have a work-related need or right to be included;
- Threatening or other disruptive behaviour and acts of aggression that are not appropriate in the workplace, such as: swearing, yelling, property damage, throwing objects, vandalism, assaults, hitting, shoving, kicking, spitting, sabotage, stalking, theft and anger-related incidents;
- **Verbal or written threats;**
- Any action that a reasonable person would believe will cause injury, harm or endanger the safety of themselves or others; and
- Unwanted or hostile physical contact such as hitting, pushing, shoving and fighting. It is a crime to assault another person and the appropriate authorities may be contacted.

An isolated incident of offensive behaviour is not considered workplace violence or bullying, however, this behaviour is still considered unacceptable and should be treated as a warning sign and necessary preventive action should be taken.

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**Appendix 9: Certificate of Compliance to the Ethic's Code**

**Solemnly Declare  
Conflict of Interest Code**

I, \_\_\_\_\_, hereby solemnly declare that I have read and understand my obligations described in Section 12, Conflict of Interest Code, and by signing it I adhere to it and undertake to make every effort to respect it.

\_\_\_\_\_  
Name of the Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Director (Witness)

\_\_\_\_\_  
Date

---

**Appendix 10:**

**Meeting with the Appellant**

**FORM "A"**

1 **Administrative sector concerned by the complaint:** \_\_\_\_\_

Employee of Officer concerned by the complaint: \_\_\_\_\_

2. **Name of Appellant:** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

3. **Motive of complaint:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. **Explanation given by the Employee or Officer:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. **Council's decision (if applicable):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Employee's Signature**

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

---

**Appendix 11:**

**Complaint Form**

KEBAOWEK FIRST NATION

**FILING A COMPLAINT**

FORM "B"

1 **Administrative sector concerned by the complaint:** \_\_\_\_\_

Employee of Officer concerned by the complaint: \_\_\_\_\_

2. **Name of Appellant:** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

3. **I file a complaint to Council for the following reason(s):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. **I feel that policy** \_\_\_\_\_ **or article** \_\_\_\_\_ **or**

Provision of this policy has not been respected by Council and/or the administration, for

the following reason(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Signature of appellant**

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

---

## Appendix 12: Kebaowek First Nation - New Employee IT Form

First Name: \_\_\_\_\_ Manager: \_\_\_\_\_

Last Name: \_\_\_\_\_ Start Date: \_\_\_\_\_

Job / Title: \_\_\_\_\_ End Date: \_\_\_\_\_

Manager: \_\_\_\_\_

### Department:

Administrators    Band Office    Health Center    Other

### Employment Type:

Full Time    Temporary    Contract    Student

### Rights:

Administrators    Program Director    General User    Visitor

### Level of Access:

General Access    Confidential    Sensitive

### Software Needed:

Base (MS Office Suite, Outlook, Winzip, Adobe Reader)    AutoCAD    CAD Viewer

Burning Software    Adobe PDF Creator    Spyware Protection (\_\_\_\_\_)

Anti-Virus (\_\_\_\_\_)

ArcGIS 9.x    Other (please specify below)

Other:

Reason for Other Software:

### IT Use Only

*E-mail address:* \_\_\_\_\_

*Phone Extension:* \_\_\_\_\_

*IP Address:* \_\_\_\_\_

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

*Active Directory ID:* \_\_\_\_\_

*Temporary Password:* \_\_\_\_\_



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**Appendix 13:**

**Confidentiality Declaration**

Kebaowek First Nation,

CONFIDENTIALITY DECLARATION

I undertake that I shall:

- a. keep confidential all information of a confidential nature (whether written or oral) that it obtains or receives as a result of the discussions leading up to, entering into, or performance of, any contract with, or let by, the Band Office and/or Health Center;
- b. not without the prior written consent of the Band Office and/or Health Center disclose the Information either in whole or in part to any other person save those of its employees, agents and sub-contractors involved in the implementation or evaluation of the contract who have a need to know the same for the performance of their duties;
- c. Use the Information solely in connection with the implementation or evaluation of the contract and not otherwise for its own benefit or the benefit of any third party.

Provisions (a), (b) and (c) above shall not apply to the whole or any part of the Information to the extent that it can be shown to be:

- i. known prior to the date entered below and not obtained directly or indirectly from any other party; or
- ii. obtained from a third party who lawfully possesses such Information which has not been obtained in breach of a duty of confidence owed to the Band Office and/or Health Center; or
- iii. in the public domain in the form in which it is possessed by the Band Office and/or Health Center other than as a result of a breach of a duty of confidence owed to the Band Office and/or Health Center; or
- iv. Required to be disclosed by legal process, law or regulatory authority.

Signed on behalf of <organization>

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name