



K'ómoks First Nation

Human Resource Policy

*A Policy for the Fair and Effective Delivery of Human Resource Services
for the K'ómoks First Nation Government*

| Document Information | |
|--|----------------|
| BCR # | 11-2024_25-BCR |
| Effective Date | May 23, 2024 |
| Document Sections Modified | Not Applicable |
| Modification(s) Effective Date(s) | Not Applicable |

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Table of Contents

| | |
|--|-----------|
| <i>PART 1: DEFINITIONS</i> | 5 |
| 1.0 Definitions and Interpretations | 5 |
| <i>PART 2: GUIDING PRINCIPLES</i> | 8 |
| 2.0 Declaration of the Identity and Values of KFN | 8 |
| 3.0 Vision Statement | 9 |
| <i>PART 3: APPLICATION AND IMPLEMENTATION</i> | 9 |
| 4.0 Application of the HR Policy | 9 |
| 5.0 Amendments to the HR Policy | 10 |
| 6.0 Administrative Structure | 10 |
| 7.0 Implementation of HR Policy | 10 |
| <i>PART 4: RESPONSIBILITIES</i> | 10 |
| 8.0 Responsibilities of Chief and Council | 10 |
| 9.0 Responsibilities of Chief Administrative Officer and Director | 11 |
| 10.0 Responsibilities of Deputy Chief Administrative Officer | 12 |
| 11.0 Responsibilities of Division Managers | 12 |
| 12.0 Responsibilities of Employees | 14 |
| <i>PART 5: EQUAL OPPORTUNITY HIRING</i> | 14 |
| 13.0 Equal Opportunity and Preferential Hiring | 14 |
| 14.0 Job Postings | 15 |
| 15.0 Fair and Open Competition and Promotions | 15 |
| 16.0 New and Amended Positions | 16 |
| 17.0 Internal Applicants | 16 |
| 18.0 Candidate Selection Procedure | 16 |
| <i>PART 6: New employees</i> | 17 |
| 19.0 Employment Agreement & Criminal Background Checks | 17 |
| 20.0 Probationary Period | 18 |
| <i>PART 7: Employee records</i> | 18 |
| 22.0 Confidential Records | 18 |
| <i>PART 8: employee standards of conduct</i> | 19 |
| 23.0 Compliance with this Policy | 19 |
| 24.0 Conduct Expectations | 19 |
| 25.0 Confidentiality | 20 |
| 26.0 Conflicts of Interest | 21 |
| 27.0 Conflicts involving Councilors | 23 |
| 28.0 Compliance with Appendices | 23 |
| 29.0 Dress Code and Appearance | 23 |
| 30.0 No Smoking | 23 |
| 31.0 Respectful Workplace | 23 |

| | |
|--|-----------|
| 32.0 Reporting of Breaches and Financial Irregularities | 24 |
| <i>PART 9: SALARIES, WAGES AND Benefits</i> | <i>24</i> |
| 34.0 Salary Ranges and Increase | 24 |
| 35.0 Pay Day and Time Sheets | 24 |
| 36.0 Payroll Deductions and T-4 Slips | 25 |
| 37.0 Employee Benefits | 25 |
| <i>PART 10: hours of work</i> | <i>25</i> |
| 38.0 Working Hours and Workplace Location | 25 |
| 39.0 Notice – work schedule | 26 |
| 40.0 Shift Changes | 26 |
| 41.0 Absence or Tardiness | 27 |
| 42.0 Overtime, Time off in Lieu | 27 |
| 43.0 Severe Weather and Emergency Closures | 28 |
| <i>PART 11: Holidays, Vacation, maternity and Other Leave</i> | <i>29</i> |
| 44.0 Statutory and Non-Statutory Holidays | 29 |
| 45.0 Annual Vacation | 29 |
| 46.0 Sick Leave | 30 |
| 47.0 Medical Leave (once sick leave is expended) | 32 |
| 48.0 Leave Related to Critical Illness | 32 |
| 49.0 Work-Related Illness and Injury Leave | 33 |
| 50.0 Maternity, Parental and Adoption Leave | 33 |
| 51.0 Compassionate Care | 35 |
| 52.0 Bereavement Leave | 35 |
| 53.0 Death/Disappearance Leave | 36 |
| 54.0 Court Leave | 36 |
| 56.0 Training Leave | 36 |
| 57.0 General Leave of Absence | 37 |
| 58.0 Personal leave | 37 |
| 59.0 Leave for Victims of Family Violence | 37 |
| 60.0 Leave for Traditional Cultural Practices | 38 |
| <i>PART 12: Use of KFN property</i> | <i>39</i> |
| 61.0 Use of Communications Technology | 39 |
| 62.0 Office Keys and Security Codes | 39 |
| 63.0 Care and Use of KFN Property and Equipment | 39 |
| 64.0 Intellectual Property | 40 |
| <i>PART 13: Travel</i> | <i>40</i> |
| 65.0 Travel for KFN Business | 40 |
| 66.0 Travel Authorization | 40 |
| 67.0 Reimbursement for Travel Expenses | 40 |
| 68.0 Reimbursement of Per Diem Expenses | 41 |
| 69.0 Other Travel Expenses | 42 |

| | | |
|--|---|-----------|
| 70.0 | Claiming Travel Expenses | 42 |
| 71.0 | Consequences of a Breach | 42 |
| <i>PART 14: Performance evaluations</i> | | 42 |
| 72.0 | Performance Evaluations | 42 |
| <i>PART 15: Discipline</i> | | 43 |
| 73.0 | Application of this Part | 43 |
| 74.0 | Grounds for Disciplinary Action | 43 |
| 75.0 | Disciplinary Process | 44 |
| <i>PART 16: OCCUPATIONAL HEALTH AND SAFETY</i> | | 44 |
| 76.0 | Occupational Health and Safety | 44 |
| 77.0 | Workplace Harassment and Violence | 45 |
| <i>PART 17: End of employment</i> | | 45 |
| 78.0 | Termination, Resignation, Layoffs and Retirement | 45 |
| 79.0 | Resignation | 45 |
| 80.0 | Layoffs and Terminations | 45 |
| 81.0 | Retirement | 46 |
| 82.0 | Return of KFN Property | 47 |
| <i>PART 18: DISPUTE RESOLUTION</i> | | 47 |
| 83.0 | Directing Complaints | 47 |
| 84.0 | Procedures | 47 |

Appendices

- Appendix A - Administrative Organizational Chart
- Appendix B - Employee Code of Conduct
- Appendix C - Employee Declaration of Understanding
- Appendix D - Councillor Code of Conduct
- Appendix E - Councillor Declaration of Understanding
- Appendix F - Independent Contractor Code of Conduct
- Appendix G - Disclosure form for Conflict of Interest - Employee
- Appendix H - Disclosure form for Conflict of Interest - Councillor
- Appendix I - Disclosure for for Conflict of Interest – Independent Contractor
- Appendix J - Independent Contractor Declaration of Understanding
- Appendix K- Workplace Harassment Violence Policy

- Appendix L - Request for Employee Absence or Leave
- Appendix M - Travel claim form

PART 1: DEFINITIONS

1.0 Definitions and Interpretations

- 1.1 In this K'ómoks First Nation (KFN) HR Policy, words in the plural include the singular and vice versa and words importing a male person include a female person, or other identified person and vice versa.
- 1.2 In this HR Policy, a reference to an enactment includes every amendment or replacement of the enactment.
- 1.3 If any provision of this HR Policy is found invalid, such provision is severable and shall not affect the validity of the HR Policy.
- 1.4 The following definitions apply throughout this Policy, except where otherwise indicated:

“Anniversary date” means the date on which the employee commences employment with KFN, and refers to the same date in each subsequent year (if an employee is returning from a non-protected leave, for example a resignation or termination, then the most recent commencement date will constitute the ‘anniversary date’)

“CHRA” means the *Canadian Human Rights Act*, R.S.C. 1985, c. H-6, amendments and consolidations and regulations thereto.

“CLC” means the *Canada Labour Code*, R.S.C. 1985, c. L-2, amendments and consolidations and regulations thereto.

“Casual Worker” means a person hired by KFN who is called to work on an as need basis with no expectation or a guaranteed minimum number of hours or continuous employment and who may refuse or deny the option to come to that shift when called upon; at no time shall such a Casual Worker be considered a permanent employee or entitled to benefits or entitled to reasonable notice or severance at time of termination.

“Cause” means just cause for termination of an employee that relieves KFN from the requirement to give written notice, pay in lieu of notice, or severance upon termination. Examples of just cause include, but are not limited to, theft, fraud and dishonesty, harassment or assault, breach of duty, serious misconduct, conflict of interest, serious breach of policy or rules, chronic absenteeism or tardiness, serious undermining of organizational culture and unsatisfactory performance.

“Common-law partner” means a person who has been living with an individual in a marriage-like relationship for at least 12 continuous months, or who had been living with the individual in a marriage-like relationship for at least 12 continuous months before the individual’s death.

“Conflict of interest” is a term defined by sections 26.1 and 26.2 of this KFN HR Policy and the circumstances in which a conflict of interest may arise or is perceived to arise or there is the potential to arise are set out in sections 26.8 and 26.9 of this KFN HR Policy.

“Council” means the elected Chief and Council currently in office.

“Councillor” means a member of the elected Chief and Council currently in office.

“Discrimination” means to:

- (a) deny, or to deny access to, any such good, service, facility, or accommodation to any individual, or
- (b) differentiate adversely in relation to any individual;
- (c) to refuse to employ or continue to employ any individual; or
- (d) in the course of employment, to differentiate adversely in relation to an employee; or
- (e) any other discriminatory practice listed in sections 8 through 14 of the CHRA,

based on a prohibited ground of discrimination under the CHRA and, under section 3(1) of CHRA, the prohibited grounds of discrimination are race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability, and conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered.

“Division Manager” means a person hired by KFN in any of the following supervisory or management roles listed in the KFN Administrative Organizational Chart (Appendix A):

- (a) Guardian Watchmen Manager; or
- (b) Finance Director.

“Employee Declaration of Understanding” means the document which is attached as Appendix “C”, and which forms part of this Policy.

“Employment Records” means and includes general employee personnel files

“Employee” means a person hired by KFN on a permanent full time or part time basis but does not include a Casual Worker.

“Family member or immediate family means;

- (a) a spouse or common-law partner of the employee,
- (b) a child of the employee or a child of the employee's spouse or common-law partner, which includes stepchildren, and
- (c) a parent of the employee, or a spouse or common-law partner of the parent,
- (d) a sibling of the employee, or spouse or common-law partner, which includes step siblings, and
- (e) any other person who is a member of a class of persons prescribed for the purposes of the definition of “family member” under the *Canada Labour Code* adopting the definition provided in the *Employment Insurance Regulations, SOR/96* which includes one or more children placed with the claimant for the purpose of adoption under the laws governing adoption in the province in which the claimant resides;

“Finance Director” means the person hired by KFN who is responsible for the day-to-day financial administration activities of KFN.

“Finance and Audit Committee” means persons appointed by Chief and Council to assist Council in carrying out its oversight responsibilities for financial reporting, internal controls, and risk management processes.

“Harassment” means improper, offensive, or unwanted conduct, comment, gesture or contact

that is directed at and offensive to a person based on a prohibited ground of discrimination under the *CHRA*, and

- (a) has the intent or effect of unreasonably interfering with an employee's work performance,
- (b) is likely to cause offence or humiliation to any employee, or
- (c) creates an intimidating, hostile or offensive workplace, or at any location or any event related to work, including while on travel status, at a conference where the attendance is sponsored by KFN, at KFN sponsored training activities/sessions, and at KFN sponsored events, including social events.

"Hourly pay" means remuneration that is paid based on hours worked in a pay period, at a pre-agreed hourly rate.

"Immediate family" means:

- (a) the employee's spouse or common-law partner,
- (b) the employee's father and mother and the spouse or common-law partner of the father or mother, including adopted father and mother of the employee;
- (c) the employee's children and the children of the employee's spouse or common-law partner, including children placed with the employee for the purpose of adoption under the governing laws of the First Nation or province in which the employee resides, as applicable;
- (d) a sibling of the employee, or spouse or common-law partner, which includes step siblings.

"Independent Contractor" means a person or company:

- (a) whose services KFN has retained under a contract for services;
- (b) is not an employee of KFN; and
- (c) is not entitled to reasonable notice on termination as an employee of KFN.

"Intellectual Property" means any work or invention or information that is the result of creativity, such as a design or manuscript, in which one has rights and statutory protections under applicable patent, industrial design, trademark or copyright laws.

"Lateral Violence" lateral violence is defined as anger and rage is directed towards members within a marginalized or oppressed community rather than towards the oppressors of the community – one's peers rather than adversaries.

"Lieu time" time off in lieu of compensation for overtime, the lieu time is accumulated at a calculated rate of 1.5 hours of leave for each overtime hour worked for employees and 1 hour for managers.

"KFN" refers to K'ómoks First Nation as the "employer".

"Member or members" means and includes all members of KFN, registered or entitled to be registered on the KFN Indian Band list, or are enrolled or eligible for enrollment under the K'ómoks Final Agreement, and who are of legal working age.

"Non-member community member" means a person that is affiliated to a band member living

on reserve but is not a registered K'ómoks member.

“Permanent employee” means an employee who is hired by KFN on an ongoing and indefinite basis without a fixed end date to the employment relationship.

“Qualified medical practitioner” means a person who holds a license and membership with a medical college in the jurisdiction in which care, or treatment is provided and remains in good standing with the college and remains entitled to practice medicine under the laws of the jurisdiction in which care or treatment is provided.

“Salary” means an amount of remuneration that is pre-agreed and paid at regular intervals to employees (such as bi-weekly, semi-monthly, or monthly) regardless of hours worked.

“Sexual harassment” means any conduct, comment, gesture or contact of a sexual nature

(a) that is likely to cause offence or humiliation to any employee; or

that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

(b) Sexual and physical assaults are defined by the Criminal Code and are dealt with according to that legislation.

“Spouse” means, in relation to an individual, a person to whom the individual is married or with whom the individual has lived as a common-law partner for at least one year in a marriage-like relationship.

“Term Employee” means an employee hired by KFN under a Term Employment Agreement in respect to a specified period of time, specific project, or leave coverage, and shall not be considered a permanent employee.

“WCB” means the Workers Compensation Board of British Columbia, also known as WorkSafeBC.

“Workplace location” means the:

(d) KFN Administration office at 3330 Comox Rd;

(e) KFN Health Unit at 3320 Comox Rd;

(f) KFN Village at 3322 Comox Rd;

(g) KFN Guardians portable at _____; and

(h) KFN Maintenance Workshop at _____.

PART 2: GUIDING PRINCIPLES

2.0 Declaration of the Identity and Values of KFN

2.1 We, the people of the K'ómoks declare our distinct identity as a nation and claim our rightful place in Canadian society.

We have existed from time immemorial and have occupied, owned, and used the lands, waters, and resources of our traditional territory throughout history. Our traditional territory extends from the mountain tops to the offshore areas as shown on our territorial map.

We draw our identity from our Island K'ómoks, Kwakwaka'wakw and Pentlatch traditions, from our land and from our rich heritage, culture, language, and our stories passed on from our elders,

through our oral traditions.

We honour our ancestors, our respected elders, our hereditary chiefs, and our families.

We are committed to the fundamental values that have preserved us, and which continue to provide us dignity and enhance our humanity:

Our fundamental values include:

- A commitment to protect the lands and resources that have sustained us;
- Fostering responsible self-government through openness and transparency;
- Effective communications with our members and our neighbours;
- Promoting a healthy and prosperous community;
- Ensuring we are responsible and self-sufficient; and
- Fostering our minds and spirits through our culture.

We honour our children in our determination to see these values carried into the future.

As self-determining peoples, we accept the responsibilities inherent in self-governance and seek to govern with wisdom and respect for all people. Through the exercise of our inherent right to self-government, we assume the power to preserve our environment and enhance our identity.

3.0 Vision Statement

3.1 This Policy is informed by KFN's vision statement, which is as follows:

The people of K'ómoks envision a prosperous and healthy community where each member has the right to self-sufficiency. We will move forward with our neighbours, exercising our rights and title, while respecting our historic connection to our lands and resources and to one another.

PART 3: APPLICATION AND IMPLEMENTATION

4.0 Application of the HR Policy

4.1 This Policy is of general application and applies to the following persons:

- (a) KFN Chief and Council, as referenced at section 27.0 in the HR Policy
- (b) Chief Administrative Officer
- (c) Director;
- (d) Deputy Chief Administrative Officer;
- (e) Division Managers;
- (f) all employees, including:
 - i. permanent full time or part time employees;
 - ii. Term Employees including Guardian Watchmen
 - iii. any other category of employee KFN may establish;
- (g) Casual Workers;

- 4.2 Where this Policy conflicts with the terms of an employment contract, the employment contract prevails to the extent of the conflict.
- 4.3 Where this Policy conflicts with the terms of the *CLC*, the provision that is more favourable to the employee shall apply.
- 4.4 Only the provisions of the Conflict of Interest and the Code of Conduct (Appendix F and Appendix K) apply to KFN's Independent Contractors.

5.0 Amendments to the HR Policy

- 5.1 From time to time this HR Policy may be amended at the sole discretion of KFN, subject to a signed Band Council Resolution of the Chief and Council.
- 5.2 From time to time this HR Policy may be amended to remain in compliance with legislative changes to the *Canada Labour Code* and its *Regulations*.
- 5.3 Notice of amendments will be provided by the Chief Administrative Officer by way of written all staff memo and kept as an amendment attachment. 5.3 At least once every five years, KFN shall review this HR Policy and shall consider any employee suggestions provided to Chief and Council in accordance with Part 1 of KFN Complaints, Discipline & Dispute Resolution Policy (Appendix G).

6.0 Administrative Structure

- 6.1 KFN's administrative structure shall be in accordance with the KFN Administrative Organizational Chart, which is set out in Appendix A.
- 6.2 KFN Administrative Organizational Chart will be posted in the KFN Band Office at all times and on KFN's SharePoint site for internal use.

7.0 Implementation of HR Policy

- 7.1 Chief and Council, Chief Administrative Officer, Director, Assistant Chief Administrative Officer, and the Division Managers have the responsibility to implement this HR Policy in accordance with all KFN policies and applicable legislation and for ensuring that their subordinates conduct themselves in a manner compliant with this HR Policy and consistent with the KFN Administrative Organizational Chart (Appendix A).
- 7.2 All KFN employees have the responsibility to conduct themselves in accordance with this HR Policy.

PART 4: RESPONSIBILITIES

8.0 Responsibilities of Chief and Council

- 8.1 The specific responsibilities of Chief and Council in regard to implementing this HR Policy are as follows:
 - (a) **Regarding the HR Policy**
 - i. to set the objectives of the organization and to approve updates and changes to this HR Policy;

(b) Regarding Administration

- i. ensuring that an Employee Records management system is established and implemented;
- ii. authorizing the creation and update of the KFN Administrative Organizational Chart (Appendix A) and approving changes to the same with a recorded vote in the Council minutes;
- iii. ensuring that adequate delegated resources are available to implement and maintain KFN's administrative structure;
- iv. ensuring that the KFN Administrative Organizational Chart (Appendix A) accurately depicts KFN's governance, structure and identifies the specific roles and responsibilities assigned to each level of governance and administration and to each participant in the systems including committees.

(c) Regarding Hiring and Supervision of Employees

- i. hiring the Chief Administrative Officer and Director. All new positions for KFN must be identified and approved by Council.
- ii. evaluating the performance of the Chief Administrative Officer and Director and establishing the process by which the Chief Administrative Officer or Director will be evaluated.

9.0 Responsibilities of Chief Administrative Officer and Director

9.1 The specific responsibilities of Chief Administrative Officer and Director in regard to implementing this HR Policy are as follows:

(a) Regarding Hiring and Supervision of Employees

- i. supervising the hiring process and approving the hiring of all employees,
- ii. delegating the duties of Tax Administrator to the Finance Director;
- iii. initial screening of all prospective employees (unless delegated to the relevant Division Manager), to assess each applicant's ability to meet the minimum stated qualifications for the position being applied for;
- iv. assembling a panel of unbiased qualified persons to interview prospective employees;
- v. forwarding applications of qualified prospective employees to the interview panel (unless delegated to the relevant Division Manager);
- vi. maintaining a record of the application and interview process, each time it is undertaken;
- vii. contacting references for preferred candidates (unless delegated to the relevant Division Manager);
- viii. providing successful applicants for employment with a Letter of Appointment, as specified in Part 6 in the HR Policy;
- ix. monitoring and reviewing the implementation of the employee performance evaluation and ensuring this HR Policy is complied with during the performance evaluation process, as set out in Part 14 in this HR Policy;
- x. disciplining Division Managers, as required;
- xi. ensuring that Division Managers comply with this HR Policy and the KFN Complaints, Discipline and Dispute Resolution Policy;

- xii. maintaining detailed and confidential records of all disciplinary actions in an employee's Disciplinary Action File, in accordance with Part 7 and Part 15 of this HR Policy.

10.0 Responsibilities of Deputy Chief Administrative Officer

- 10.1 The specific responsibilities of Deputy Chief Administrative Officer will work with the Chief Administrative Officer to implement this HR Policy are as follows:
- (a) providing day to day assistance and advice to all employees about this HR Policy and its implementation;
 - (b) any other responsibilities delegated to the Deputy Chief Administrative Officer by the Chief Administrative Officer.

11.0 Responsibilities of Division Managers

- 11.1 The specific responsibilities of Division Managers in regard to implementing this HR Policy are as follows:

(a) Regarding Hiring and Supervision of Employees

- i. onboarding new KFN employees
- ii. establishing good relations and open communication with subordinate employees;
- iii. providing a supportive and welcoming environment for new employees, for the purposes of reducing anxiety with regards to the new work environment, and making the employee feel part of the team;
- iv. verifying that each employee for whom the Division Manager has supervisory responsibility has an accurate and up to date job description and is aware of the duties and responsibilities of that role;
- v. administering annual performance evaluations of each employee for whom the Division Manager has supervisory responsibility, in accordance with Part 14 of this HR Policy;
- vi. identifying the training and development required by an employee to achieve the performance objectives, as part of the annual performance evaluations and Performance Improvement Plan, as required;
- vii. reviewing an employee's proposed travel plans to ensure the proposed travel is in support of official KFN business and that there is sufficient budget available, in accordance with Part 13;
- viii. forwarding applications of qualified prospective employees to the interview panel (as delegated by the Chief Administrative Officer or Director);
- ix. maintaining a record of the application and interview process, each time it is undertaken;
- x. contacting references of preferred candidates (as delegated by the Chief Administrative Officer or Director).

(b) Regarding Health and Safety

- i. Specific Duties – Finance Director**
- i. The Chief Administrative Officer is responsible to hire a person as Finance Director of KFN and may set the terms and conditions of that appointment and may delegate the

duties of Tax Administrator to the Finance Director.

- ii. Reporting to the Chief Administrative Officer, the Finance Director is responsible for the day-to-day management of the systems of the financial administration of KFN, including the following duties:
- iii. Ensuring the financial administration systems, policies, procedures, directions, and internal controls are appropriately designed and operating effectively;
- iv. administering and maintaining all charts of accounts of KFN;
- v. preparing the draft annual budgets and, with advice and input from the Tax Administrator, preparing any draft amendments to the component of the annual budget respecting KFN's local revenues; preparing the monthly, quarterly, and annual financial statements as required in the Financial Administration Law, to preparing the financial components of reports to the Council and of any short, medium, and long-term plans, projections and priorities referred to in the Financial Administration Law;
- vi. actively monitoring compliance with any agreements and funding arrangements entered by KFN;
- vii. administering and supervising the preparation and maintenance of financial records and the financial administration reporting systems;
- viii. administering and supervising the maintenance of the records of all receipts and expenditures of KFN to facilitate the annual audit;
- ix. actively monitoring compliance with the Act, this Law, any other applicable First Nation law, applicable standards and any policies, procedures and directions of the Council respecting the financial administration of the First Nation;
- x. preparing or providing any documentation and financial information required by the Council or Chief Administrative Officer and the Finance and Audit Committee to discharge its responsibilities;
- xi. evaluating the financial administration systems of KFN and recommending improvements;
- xii. developing and recommending procedures to Council or Chief Administrative Officer for identifying and mitigating financial reporting and fraud risks and to ensure approved procedures are followed;
- xiii. performing any other duties of the Finance Director under the Finance Policy and Finance Administration Law; and
- xiv. carrying out any other activities specified by the Chief Administrative Officer that are not contrary to the Act or inconsistent with the Finance Director duties under the Finance Policy and Financial Administration Law.
- xv. with the approval of the Chief Administrative Officer, the Finance Director may assign the performance of any of the duties or functions of the Finance Director to any Finance employee, but this assignment does not relieve the Finance Director of the responsibility to ensure that these duties or functions are carried out properly.
- xvi. the Finance Director will maintain employee records which contain the following information:
 - signed letter of appointment, start and, if applicable, end date;
 - current job description;

- employee's address and contact information, emergency contact, social insurance number and banking information;
- payroll information and monitoring time sheets, lieu time, sick leave, vacation entitlements and vacation pay;
- documentation relating to work-related illness or injury; and
- ensuring the Finance Department maintains records of all travel expenses claimed by and paid to each employee.

12.0 Responsibilities of Employees

12.1 The specific responsibilities of Employees in regard to implementing this HR Policy are as follows:

(a) Regarding the HR Policy

- i. Reading, reviewing, and understanding the provisions of this HR Policy.
- ii. Where clarification or guidance is required, the onus is on the employee to seek clarification or guidance from the Division Manager, Chief Administrative Officer and/or Director.

(b) Regarding Health and Safety

- i. making safety and health a priority, and part of their daily employment routine;
- ii. taking all reasonable and necessary precautions to ensure their health and safety and that of anyone affected by their work;
- iii. ensuring that they are following safe work methods and relevant regulations and standards;
- iv. complying with all applicable safety requirements in the Occupational Health and Safety Part of the *CLC*, of WorkSafeBC and of Transport Canada and with all instructions from their Division Manager;
- v. utilizing appropriate safety gear as provided by KFN or prescribed by regulation; and
- vi. reporting to their Division Manager or to the health and safety representative all hazards and accidents in the workplace and all safety concerns.

PART 5: EQUAL OPPORTUNITY HIRING

13.0 Equal Opportunity and Preferential Hiring

- 13.1 It is KFN's policy to recruit the best-qualified candidate with the skills, experience, qualifications, and competencies required for the position being filled.
- 13.2 The objective of this Part is to guide the implementation of fair, equitable, transparent, and impartial hiring practices that ensure employees have the skills, experience, qualifications, and competencies necessary to perform their assigned roles and allow KFN to meet its objectives.
- 13.3 KFN provides equal employment opportunities to all, regardless of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, creed, genetic characteristics, disability that does not prohibit performance of essential

job functions or that cannot be accommodated, or conviction for which a pardon has been granted or in respect of which a record suspension has been ordered.

- 13.4 KFN intends to always recruit the best-qualified candidates; however, notwithstanding the previous section, if two or more candidates are deemed to be equal in terms of “best qualified,” then preference shall be given in the following order:

- (1) Internal applicants;
- (2) Indigenous applicants; and
- (3) all other applicants.

- 13.5 Preferential hiring of Aboriginal applicants by KFN shall be undertaken in a manner consistent with the Canada Human Rights Commission’s Aboriginal Employment Preference Policy and KFN shall always treat all non-Aboriginal employees or candidates in a fair and reasonable manner.

14.0 Job Postings

- 14.1 Every KFN employment opportunity may be advertised by way of a Job Posting.
- 14.2 Every Job Posting is to accurately describe the duties, functions, and responsibilities of the position, and will identify the skills, experience, qualifications, and competencies necessary to fulfill the position.
- 14.3 Job Postings are to include, but are not limited to:
- (a) position title;
 - (b) date of posting;
 - (c) application deadline;
 - (d) anticipated start date; and
 - (e) accountability or reporting structure, line of authority;
 - (f) nature and scope of work, including duties and responsibilities;
 - (g) experience, abilities, knowledge, and skills required;
 - (h) qualifications required, including education, training, licenses, and certificates;
 - (i) notice that preference shall be given to Internal Applicants as set out in section 17.0 of this HR Policy;
 - (j) notice that preference shall be given to KFN members, KFN community members, and Aboriginal applicants, as set out in sections 13.4 and 13.5 of this HR Policy; and
 - (k) notice that KFN reserves the right to not fill the position if no qualified applicants are available.
- 14.4 Job Postings are to remain open for application for a minimum of 10 working days, except in the case of exceptional circumstances (see section 18.3).

15.0 Fair and Open Competition and Promotions

- 15.1 The Chief Administrative Officer and/or the Director may choose to post a Job Posting internally

or externally or both at their sole discretion.

- 15.2 If external, the Chief Administrative Officer and/or Director shall post the Job Posting in a newsletter, on a website (for example: Indeed), or both. Staff members may apply to an external Job Posting.
- 15.3 If internal, the Chief Administrative Officer and/or Director shall email a copy of the Job Posting to all staff to ensure fair and open competition. External candidates cannot apply for internal Job Postings.
- 15.4 Notwithstanding the above, the Chief Administrative Officer and/or Director may decide, at their sole discretion, to award a staff member a promotion and thus forego the Job Posting and Candidate Selection Process.

16.0 New and Amended Positions

- 16.1 The Chief Administrative Officer and/or Director may amend positions, subject to the existence of budgetary support.
- 16.2 The Chief Administrative Officer and/or Director may create new positions, subject to the existence of budgetary support and the authorization of the Chief and Council.

17.0 Internal Applicants

- 17.1 Internal hiring by KFN is intended to promote stability, succession, and continuity within the administrative structure of KFN.
- 17.2 For the purposes of this Part, “internal applicant” means a current employee of KFN who is already familiar with KFN’s administrative structure and governance manual.
- 17.3 Internal applicants are required to submit a formal application and go through the hiring and interview process for all Job Postings.
- 17.4 For clarity, a former employee of KFN shall not be considered an internal applicant even if they are a community member.

18.0 Candidate Selection Procedure

- 18.1 Following the closure of the Job Posting application period, KFN will use the following as a general guideline as to the selection process:
 - (a) applications will be assessed based on the minimum qualifications required;
 - (b) after assessment, only a select few applicants will be short-listed for interview;
 - (c) short-listed candidates will be notified and may be required to provide verification of their educational and professional background;
 - (d) during an interview, KFN will attempt to ask all candidates for the position the same questions as other candidates interviewing for that position, recognizing that KFN interview process is also intended to be a fluid interview to best assess personality and fit, not just credentials;
 - (e) once a preferred candidate is selected, the candidate’s references and/or previous employers will be contacted following the interview; and

- (f) the Interview Panel shall recommend the successful candidate to KFN for approval.
- 18.2 Applicants for Chief Administrative Officer and Director shall be hired by Chief and Council directly in accordance with Chief and Council's own policies and procedures, including conflict of interest rules, and are not subject to Part 5 of this HR Policy.
- 18.3 In urgent circumstances, and only in the case of a term position of up to three (3) months duration, the Chief Administrative Officer and/or Director may hire an employee without following the standard Job Posting and Candidate Selection Procedure under this Part. If there are budget implications the Band/Director notify and obtain Chief and Council approval of the new hiring. If hired in accordance with this section, the individual occupying the term position shall not be considered an "internal applicant" in respect to other potential Job Postings.

PART 6: NEW EMPLOYEES

19.0 Employment Agreement & Criminal Background Checks

- 19.1 All employment agreements shall be made in writing and shall include the following:
- (a) title of the position being offered;
 - (b) description of the key responsibilities;
 - (c) start date, term, and end date (if applicable);
 - (d) salary or hourly rate of pay, as applicable;
 - (e) benefits, as applicable;
 - (f) length of probationary period, as applicable;
 - (g) notice periods and severance amount upon termination;
 - (h) the length of time the employment agreement will remain open for acceptance; and
 - (i) include an Employee Orientation document Packet.

19.2 Criminal Record Checks

All employees must complete a Criminal Record Check prior to commencing employment with KFN. The check is ordered online by the Chief Administrative Officer (CAO) or Human Resources. Offers of employment will be deemed conditional until such time that KFN is in receipt of a valid Criminal Record Check. The cost of the Criminal Record Check is covered by KFN.

If a criminal record is found, any concerns regarding the suitability of a candidate with a criminal record will be referred to the Chief Administrative Officer, who will make a final determination. Throughout the time that the employee is employed at KFN, the employee is required to disclose to the CAO within 48 hours of being charged with, or convicted of, a criminal offence. Failure to disclose may result in disciplinary action, up to and including termination of employment.

Due to the nature of KFN's work, employees working with elders or youth must complete a Criminal Record Check that includes a Vulnerable Sector Check. This is ordered on the employee's first day through the Criminal Records Review Program, part of the Ministry of Public Safety & Solicitor General. The cost of the Criminal Record Check is covered by KFN, and the results are sent to CAO.

If a criminal record is found, any concerns regarding the suitability of a candidate with a criminal

record will be referred to the CAO, who will make a final determination. The candidate will also be given an opportunity to explain the circumstances surrounding their record.

Throughout the time that the employee is employed at KFN, the employee is required to disclose to the CAO within 48 hours of being charged with, or convicted of, a criminal offence. Failure to disclose may result in disciplinary action, up to and including termination of employment.

20.0 Probationary Period

- 20.1 All new employees shall be placed on a 3-month probationary period.
- 21.2 All new Division Managers shall be placed on a 3 month probationary period.
- 21.2 Prior to the completion of the probationary period and without promise or requirement to provide any assessment or feedback, KFN may, at its sole discretion, terminate the employee without notice or severance.

PART 7: EMPLOYEE RECORDS

22.0 Confidential Records

- 22.1 The Chief Administrative Officer and Director shall maintain a General Personnel File for every employee, which contains the following information:
 - (a) job application and résumé;
 - (b) criminal record and reference check;
 - (c) signed letter of appointment;
 - (d) start date and, if applicable, end date;
 - (e) current job description;
 - (f) employee's address and contact information, emergency contact, social insurance number and banking information;
 - (g) training records and copies of certificates, degrees and licenses held by the employee;
 - (h) salary history;
 - (i) documentation relating to annual vacation and other types of leave; and
 - (j) documents related to employee performance reviews, evaluations, coaching, mentoring and discipline.
- 22.2 Only the Chief Administrative Officer and/or Director, in performance of their duties shall have access to Confidential Files and Confidential Files shall be stored in a locked filing cabinet when not in use. General Personnel files for the Chief Administrative Officer/ and or Director roles shall be kept by Chief and Council.
- 22.3 Employees may access their General Personnel File upon written request to and in the presence of the Chief Administrative Officer and/or Director.
- 22.4 The Finance Director shall maintain a General Personnel File for every employee in a manner that complies with the record keeping requirements of the *CLC*.

- 22.5 If applicable, KFN will maintain a Confidential Personnel File for employees who have provided information related to the below:
- (a) medical certificates or other medical records, including mental health records;
 - (b) documentation relating to work-related illness or injury;
 - (c) documentation relating to a modified work schedule;
 - (d) documents related to bereavement leave or other leaves of a personal nature;
 - (e) documents relating to complaints made by the employee against other employees or KFN members;
 - (f) documents relating to complaints made against the employee by other employees, KFN members or other members of the public; and
 - (g) documents relating to disciplinary actions made against the employee.
- 22.6 Access to Confidential Personnel Files is restricted to the Chief Administrative Officer and/or Director. No other KFN employee or member, including Chief and Council, shall have access to these files.
- 22.7 Confidential Personnel Files shall be stored in a separate locked location. Only the Chief Administrative Officer and Deputy Chief Administrative Officer may have access to this location.
- 22.8 Chief Administrative Officer's and Director's Confidential Personnel file is restricted to Chief and Council and will be kept in a separate locked location in Chief and Council's office.
- 22.9 Retention and disposal of Confidential Personnel Files will adhere to *CLC* standards, privacy legislation and Information Technology and Records management policies.

PART 8: EMPLOYEE STANDARDS OF CONDUCT

23.0 Compliance with this Policy

- 23.1 The purpose of this Part is to set conduct standards and expectations for employees.
- 23.2 All employees shall review and familiarize themselves with this HR Policy and shall always comply with its provisions.
- 23.3 Employees may speak to their Division Manager or to the Chief Administrative Officer or Director if they require clarification of anything in this HR Policy.
- 23.4 An employee who breaches this HR Policy, including the Appendices and Schedules, shall be subject to disciplinary action, up to and including termination.

24.0 Conduct Expectations

- 24.1 All employees shall be aware of and fulfill their job description responsibilities in an appropriate, responsible, and reasonable manner at all times, both during regular and at after-hours events, to community members, elected leadership, clients, employees, other organizations, and to KFN, as set out in their job descriptions.
- 24.2 All employees shall work to promote KFN, its vision, and objectives, and shall uphold the purposes of KFN as set out in the Employee Code of Conduct (Appendix B) including:

Duty of Loyalty – employees must act honestly, in good faith, and in the best interests of KFN. In placing the interests of KFN ahead of their own personal or business interests, employees must:

- (a) be honest in their dealings within KFN, and with others on behalf of KFN;
- (b) maintain the confidentiality of information received by them in their official capacities as employees with KFN;
- (c) not engage in public criticism of KFN, Chief and Council, management and/or co-workers;
- (d) reject and report immediately all forms of discrimination, harassment, fraud and/or mismanagement of funds to the Chief and Council; and
- (e) avoid situations where they could profit at the expense of KFN, appropriate a business opportunity of KFN or otherwise put themselves in a position of conflict between their own private interests and the best interests of KFN.

Duty of Care – Every employee owes a duty of care to KFN and must exercise the degree of skill and diligence reasonably expected from an ordinary person of his or her knowledge and expertise.

Duty to Disclose – Employees have a duty to disclose to the Chief Administrative Officer and/or Director, or in the case of the Chief Administrative Officer and Director, to the Chief and Council, any conflict of interest, relationship, benefit, opportunity, activity, or transaction that could lead to or result in real, apparent, perceived, or potential conflicts of interest. This includes the duty to disclose private interests in dealings or transactions in which KFN is involved or proposes to be involved.

Other Duties – Employees have a duty to ensure that the appropriate systems are in place to provide the information needed to the Chief Administrative Officer and/or Director, and/or Chief and Council to enable them to make informed decisions.

- 24.3 Employees shall comply with all applicable legal requirements, and are expected to conduct themselves in a proper, ethical, and transparent manner, and in a way that preserves and enhances KFN's image and mandate and its reputation of integrity, professionalism, credibility, and honesty, including verbal, written and social media communication.
- 24.4 Employees shall not participate in political activity during the working day or at any time during which the employee is on official KFN business, unless authorized in advance and in writing, by KFN.

25.0 Confidentiality

- 25.1 Employees shall, always during and after their employment with KFN, keep information regarding KFN and its dealings strictly confidential, and shall not disclose confidential information except as required in the normal course of employment, and/or as required by law, and/or as authorized to release it by KFN and/or as ordered by the Court.
- 25.2 Confidential information includes, but is not limited to:
 - (a) all systems and documents used in KFN's general operations;

- (b) financial information;
 - (c) joint venture information;
 - (d) information regarding current and pending projects, proposals, and funding;
 - (e) personnel files and payroll records;
 - (f) conversations between any persons and entities closely associated with or closely related to KFN; and
 - (g) non-confidential or public information relating to land claims, Aboriginal rights, or treaty negotiations.
- 25.3 An employee who breaches their duty of confidentiality shall be subject to immediate disciplinary action, up to and including termination, and shall immediately refrain from further disclosure of confidential information of KFN.
- 25.4 In the event that a former employee breaches their duty of confidentiality, KFN has the right to initiate legal proceedings against the former employee.

26.0 Conflicts of Interest

- 26.1 For the purposes of this section, an individual has a “conflict of interest” when the individual exercises a power or performs a duty or function of their office or position in KFN, and at the same time knows or ought reasonably to have known that in the exercise of the power or performance of the duty or function there is an opportunity to benefit the individual’s private interests.
- 26.2 For the purpose of this section, an individual’s “private interests” means the individual’s personal and business interests and include the personal and business interests of:
- (a) the employee's spouse or common-law partner,
 - (b) the employee's father and mother and the spouse or common-law partner of the father or mother, including adopted father and mother of the employee;
 - (c) the employee's children and the children of the employee's spouse or common-law partner, including children placed with the employee for the purpose of adoption under the governing laws of KFN or province in which the employee resides, as applicable;
 - (d) a sibling of the employee, or spouse or common-law partner, which includes step siblings,
 - (e) a person in respect of whom the individual or the individual’s spouse is acting as guardian;
 - (f) a person, other than an employee, who is financially dependent upon the individual or the individual’s spouse or on whom the individual is financially dependent; and
 - (g) an entity in which the individual or the individual in combination with any other person described in this subsection has a controlling interest.
- 26.3 For the purposes of this section, an individual has an “apparent conflict of interest” if a reasonably well-informed person would perceive that the individual’s ability to exercise a power or perform a duty or function of their office or position is likely to be affected by the individual’s private interests.
- 26.4 Employees shall not conduct personal business or business for another organization without prior written authorization from their Division Manager or the Chief Administrative Officer and/or Director and such written authorization shall be filed in the employees Confidential Personnel File.

- 26.5 Employees have a duty to disclose secondary employment through written consent of the Chief Administrative Officer and/or Director or Chief and Council as appropriate. Secondary employment may only be approved where it does not interfere with the efficient performance of the employee's duties and responsibilities to KFN or compromise KFN's declaration of identity and values or vision as set out in this HR Policy, or otherwise constitute a conflict of interest.
- 26.6 All decisions made during an employee's employment with KFN should be made in the interests of benefiting KFN, its members, the community, and clients of KFN.
- 26.7 Employees shall not participate in any decision in the course of their employment that may result in a personal benefit to that employee, or a member of their immediate family.
- 26.8 Each employee must assess and disclose to KFN any material interests which may reasonably be viewed as interfering with the exercise of the employee's independent judgment. Failure to do so will be considered a breach of conduct and will be subject to disciplinary action up to and including termination of their employment with KFN.
- 26.9 Sources of actual, potential, or perceived conflicts of interest include but are not limited to:
- (a) a direct or indirect financial interest in a matter, or in a good or service offered to KFN or its stakeholders;
 - (b) a direct personal or business connection to a matter;
 - (c) any other interest which may involve a personal or related benefit, including offers of employment, employment agreements, influence, and gifts;
 - (d) outside activities, including secondary employment, such as acting as a director of an outside organization, political involvement and/or business activities; and
 - (e) acceptance of employment or fees for speaking engagements for which employees were invited due to their position at KFN or their knowledge of the work of KFN, with the exemption of a gift under the value of \$100.
- 26.10 An employee will be in a conflict of interest where:
- (a) an employee's private affairs or financial interests conflict with their work duties, responsibilities, and obligations to KFN;
 - (b) an employee's private affairs or financial interests appear or may appear to conflict with their work duties, responsibilities, and obligations to KFN;
 - (c) an employee's ability to act in the public or in KFN's interest is or appears to be impaired;
 - (d) an employee's actions compromise or undermine the trust which KFN places in the employee; and
 - (e) an employee's personal interests, and/or family, friends, and business relationships, are in a conflict of interest with their role/duties.
- 26.11 Employees shall not place themselves in a situation where they are under obligation to any person who might benefit from or seek to gain special consideration or favor. The honesty and impartiality of all employees must be beyond reproach.
- 26.12 Employees are expected to be familiar with the Conflict-of-Interest provisions and declaration (Appendix I) in KFN's HR Policy.
- 26.13 Employees are expected to disclose all private interests that could result in a conflict of interest and discuss any steps that should be taken to avoid them.

- 26.14 Each employee shall review and sign the KFN Conflict of Interest Disclosure Form (Appendix I) on the following occasions:
- (a) upon appointment of employment with KFN; and
 - (b) each time there is any material change to their disclosure.
- 26.15 The Chief Administrative Officer and Director will retain all Conflict-of-Interest Disclosure Forms in the respective employee's personnel files [and contractors' file].

27.0 Conflicts involving Councilors

- 27.1 It is a conflict of interest for an employee of KFN or Independent Contractor of KFN to serve as a member of the KFN Council.
- 27.2 If an employee wishes to run for election or seek appointment to the Council, they shall ensure that this will not in any way interfere with their position or contract with KFN to seek election, it being understood and agreed to that such employee shall not disclose any confidential information in connection with their employment when running for or seeking election or seeking appointment to the Council.
- 27.3 Employees and Independent Contractors who are successful in being elected to Council must vacate their employment or contract with KFN during the time they serve as Councillor and, a transition is completed to the satisfaction of the Chief Administrative Officer and/or Director.

28.0 Compliance with Appendices

- 28.1 Each employee shall review and sign KFN Employee Code of Conduct (Appendix B); Employee Declaration of Understanding (Appendix C); Disclosure Form for Conflict of Interest (Appendix I) on the following occasions:
- (a) upon being hired and
 - (b) annually

29.0 Dress Code and Appearance

- 29.1 All employees are expected to dress and groom in accordance with professional standards, safety, and in a manner that is appropriate to the employee's position, the image of KFN, and the nature of the employee's work assignments. For example: no short shorts, spaghetti straps or flip flops if working out in the field. Employees will dress in accordance with proper PPE/safety standards required for their position.

30.0 No Smoking

- 30.1 In compliance with local and provincial regulations, smoking or vaping is not permitted inside KFN-owned business and administration buildings or vehicles. In addition, smoking or vaping is not permitted within three (3) meters of the doorways, opening windows and air intakes of KFN-owned business and administration buildings.

31.0 Respectful Workplace

- 31.1 KFN acknowledges the right of all employees:

- (a) to work in a safe and respectful environment that is free of discrimination on the prohibited statutory grounds, and free of harassment, sexual harassment, and insubordination; and
 - (b) to seek effective and confidential redress in respect of insubordination, discrimination, harassment, and sexual harassment in accordance with the CHRA and the *CLC*.
- 31.2 KFN shall not promote, condone, or practice acts of insubordination, discrimination, or harassment, and shall take all reasonable steps to prevent insubordination, discrimination, harassment, and sexual harassment in the workplace.
- 31.3 All employees shall treat each other with respect and dignity.
- 31.4 Any employee who engages in acts of insubordination, discrimination, harassment, or sexual harassment shall be subject to disciplinary action, up to and including termination.
- 31.5 If a member of Chief and Council, a Chief Administrative Officer, Director, Assistant Chief Administrative Officer, or Division Manager becomes aware of conduct that violates this article, they shall take appropriate steps to deal with the situation in a timely manner.

32.0 Reporting of Breaches and Financial Irregularities

- 32.1 All KFN Councilors, employees, Independent Contractors and agents engaged in financial administration activities of KFN have the responsibility to report instances of misconduct to the Chief Administrative Officer, and/or the Director or Chairperson of the Finance and Audit Committee, in accordance with Part 3 of the KFN Complaints, Discipline & Dispute Resolution Policy, which forms Appendix G to this HR Policy. Further information regarding breaches and financial irregularities is outlined in the KFN Financial Administration Law.
- 32.2 The identity of individuals who report misconduct in accordance with section 32.1 will be protected from disclosure to the extent practicable in the circumstances.

PART 9: SALARIES, WAGES AND BENEFITS

34.0 Salary Ranges and Increase

- 34.1 Subject to funding and annual budgets, KFN is committed to a policy of salary administration which is internally and externally competitive and equitable.
- 34.2 KFN will strive to maintain competitive salary ranges and compensation programs through periodical surveys of external market trends, locally and nationally.
- 34.3 Economic factors such as the Cost-of-Living Allowance (COLA) Index may be considered in determining compensation for KFN employees.
- 34.4 Salary increases are not automatic, and require approval of the Chief Administrative Officer or Director.
- 34.5 Budgetary conditions shall also be considered when considering salary increases for KFN employees.

35.0 Pay Day and Time Sheets

- 35.1 All non-salaried employees are required to submit their completed, signed timesheet to the Chief

Administrative Officer or Director or Manager by 10:00 a.m. on the Monday morning prior to payday.

- 35.2 Employees shall be paid on a bi-weekly basis.
- 35.3 Pay cheques and earning statements shall be provided to employees every second Friday of each month of each year of employment, as applicable.

36.0 Payroll Deductions and T-4 Slips

- 36.1 The Finance Department will make all applicable mandatory deductions from a KFN employee's wages. This includes, garnishments, federal and provincial income tax, Canada Pension Plan, employment insurance and any other legislated deductions, as well as any mandatory employee benefits plan contributions.
- 36.2 Employees may notify the Finance department if they feel that their deductions are incorrect, in accordance with Part 1 of the KFN Complaints, Discipline and Dispute Resolution Policy (Appendix G). Employees of KFN will be subject to statutory employee deductions. Status Indians as defined by the Indian Act, R.S.C. 1985, c. 1 - 5, are entitled to rely on the tax exemption in Section 87 of the Indian Act.
- 36.3 Employees shall fill out and provide to the Finance Department a new TD-1 form any time there is a material change in their circumstances.
- 36.4 The Finance Department shall ensure that, on or before February 28th of every year, each employee receives a T-4 for the preceding year.

37.0 Employee Benefits

- 37.1 Benefits available to KFN employees include group benefits and pension, as well as statutory government regulated benefits.
- 37.3 Employees who participate in KFN's registered pension plan with KFN's current extended health care provider are required to authorize KFN to deduct the employee's pension contribution from the employee's pay and such authorization shall be in writing and be filed in the employee's Confidential File.
- 37.4 After the Probationary Period (see section 21), permanent full-time employees of KFN and permanent part-time employees working more than 25 hours per week are entitled to group benefits, including basic life insurance, long-term disability, and accidental death and dismemberment coverage.
- 37.5 Information on the specific KFN group benefits offered shall be provided to all employees as part of their orientation to KFN, as specified at 20.1.

PART 10: HOURS OF WORK

38.0 Working Hours and Workplace Location

- 38.1 Unless explicitly stated in this Part, all KFN employees are required to work within the hours set by KFN at their specific workplace location.

- 38.3 Lunch breaks are one hour in length, regularly from 12 p.m. to 1 p.m. and allowed two fifteen (15) minute breaks subject to other arrangements with KFN.
- 38.4 Given their unique job description, Guardian Watchmen are exempt from KFN's standard hours of work as set out in this Part and shall be required to observe such non-standard hours of work as to be determined by the Guardian Watchman Manager in consultation with the Director. A written record is maintained through their timesheet of such non-standard hours of work shall be filed in each Confidential File.

39.0 Notice – work schedule

- 39.1 The employer shall provide an employee in writing at least ninety-six (96) hours before the start of the employee's first work period or shift under that schedule.
- 39.2 Right to refuse: subject to the exception in 38.2, an employee may refuse to work any work period or shift in their schedule that starts within ninety-six (96) hours from the time that the schedule is provided to them.
- 39.3 Exception: An employee shall not refuse to work a work period or shift if it is necessary for them to work in order to deal with a situation that the employer could not have reasonably foreseen and that presents or could reasonably be expected to present an imminent or serious.
- Threat to the life, health, or safety of any person;
 - Threat of damage to or loss of property; or
 - Threat of serious interference with the ordinary working of the employer's industrial establishment.

40.0 Shift Changes

- 40.1 If an employer changes a period or shift during which an employee is due to work or adds another work period or shift to the employee's schedule, the employer shall give the employee written notice of the change or addition at least twenty-four (24) hours before. In the case of a change, the employee's original work period or shift is to begin or, if the work period or shift that results from the change is to begin earlier than the original work period or shift, before the period or shift that results from the change is to begin; and In the case of an addition, the work period or shift that was added is to begin.
- 40.2 Exceptions – threat: Does not apply if the change to or addition of a work period or shift is necessary to deal with a situation that the employer could not have reasonable foreseen and that presents or could reasonably be expected to present an imminent or serious:
- Threat to the life, health, or safety of any person;
 - Threat of damage to or loss of property; or
 - Threat of serious interference with the ordinary working of the employer's industrial establishment.

41.0 Absence or Tardiness

- 41.1 If an employee is unable to report for work at the assigned time or will be late, the employee is expected to inform the Chief Administrative Officer or Director and manager at least one (1) hour prior to their assigned start time.
- 41.2 The Chief Administrative Officer or Director shall report their own lateness or absenteeism to the Chief or a Council member and reception at least one (1) hour prior to their assigned start time.
- 41.3 If an employee is absent, tardy, or leaves work early without authorization or reasonable medical excuse, the employee's Manager shall request the employee to fill out a leave form upon return to work and ensure this is reflected on their time sheet to prevent overpayment to the employee.
- 41.4 If an employee is absent from work for three (3) consecutive days without notifying their Manager and without reasonable medical excuse or justification, KFN may be deem that the employee has voluntarily abandoned their employment and such shall result in the termination of employment via resignation ("Voluntary Abandonment") and this occurrence shall be recorded as such in the employee's General Personnel File.
- 41.5 Voluntary Abandonment shall conclude the employment relationship without any requirement for KFN to provide the employee with notice, pay in lieu of notice or severance, as set out in the , in accordance with Parts 17 and 18 of this HR Policy.

42.0 Overtime, Time off in Lieu

- 42.1 KFN expects that all employees will be able to complete their duties within their scheduled work hours, and that overtime will only be required in specific circumstances, for example, after hours programs and community meetings.
- 42.5 Due to budgetary constraints and concerns, all KFN employees shall receive **prior written approval from the Chief Administrative Officer or Director** before working overtime hours and record them on the employee's time sheet.
- 42.3 Invitations to events are not considered time worked and do not count as overtime hours unless the Chief Administrative Officer or Director requires an employee to attend.
- 42.4 Overtime for non-managerial employees will be compensated in **lie time off with pay, equivalent to 1.5 hours of time off for every hour worked** (for example, 3 hours of overtime worked = 4.5 hours of time off work with pay) . Managers are not entitled to overtime per the CLC, but may receive straight in lieu time for any hours worked above and beyond their regular shift (for example, 3 hours of overtime worked = 3 hours of time off work with pay). **The Division Manager, Chief Administrative Officer or Director will provide approval to an employee's request with an approved work plan. Chief Administrative Officer or Director approval for manager's lieu time will be recorded on their timesheet. Lieu time and overtime will be recorded in no less than 15 minute increments.**
- 42.6 Given the unique role of the Guardian Watchman, their schedules may sometimes require overtime. However, working overtime is still subject prior written approval, which, in the case of

the Guardian Watchmen, shall come from the Guardian Watchman Manager. The Guardian Watchmen Manager must first get an approved work plan for the Guardian Watchmen department overtime from the Chief Administrative Officer and/or Director. Guardian Watchmen Manager flex time is subject prior written approval, which shall come from the Chief Administrative Officer or Director. The Guardian Watchmen Manager must first get an approved work plan for the Guardian Watchmen department lieu time from the Chief Administrative Officer and/or Director.

- 42.9 Overtime (lieu hours) is calculated at one and one-half (1.5) hours times the employee's regular rate of pay after forty (40) hours. Hours between 35.1 – 39.9 hours will be paid at time for time. **Lieu time must be taken within three months of the pay period during which the employee worked the overtime hours.** This can only be extended if a written agreement between KFN and the employee specifies a longer time. However, the extension period cannot be longer than twelve (12) months and must be within the same calendar year it is earned in which the employee worked the over time. Lieu time is calculated at one to one for managers rate of pay and **must be taken within three months of the pay period during which the manager accrued time.** This can only be extended if a written agreement between KFN or the manager specifies a longer time. However, the extension period cannot be longer than twelve (12) months and must be within the same calendar year it is earned in which the manager worked the overtime or accrued flex time.
- 42.10 If it is agreed that lieu hours cannot be taken within three months, the employee, with the approval of the Chief Administrative Officer or Director, will be paid or granted an extended period of time to take the lieu hours within that fiscal year.
- 42.11 All employees shall submit a written request for lieu time off at least five (5) working days before taking the leave and obtain prior approval from the Chief Administrative Officer or Director before taking the leave, using the form provided at Schedule H of this HR Policy.
- 42.12 All employees are required to ensure through contacting the Finance Department that they have the lieu time available prior to putting in their written request for approved lieu or flex time leave. If the requested time is not available, then these days will be considered unpaid leave. Overtime that has not been used prior to an employee leaving KFN will be paid out, less required statutory deductions, on their final pay. Lieu time will not be paid out upon a manager's resignation, retirement, or termination of employment. In the event of an emergency which makes it impossible to authorize an employee's compensatory (lieu) time off before it is taken, written authorization should be prepared as soon as possible thereafter, using the form provided at Schedule I of this HR Policy, and recorded in the employee's Finance file.

43.0 Severe Weather and Emergency Closures

- 43.1 In the event of severe weather or emergency, employees are expected to report to work unless the Chief Administrative Officer or Director decides to delay the opening of the office or officially close the office.
- 43.2 In the event KFN must cancel operations or close, employees shall be notified of the closure as quickly as possible.

- 43.3 Employees are expected to exercise judgment regarding their ability to travel safely to and from work; employees that choose not to travel to work for weather-related reasons, on a day when the office remains open, may either use annual leave or take the day off without pay. The decision to close KFN will be made by the CAO. In the event of this, all employees will be notified by their manager and will be paid for the day of closure.

PART 11: HOLIDAYS, VACATION, MATERNITY AND OTHER LEAVE

44.0 Statutory and Non-Statutory Holidays

44.1 KFN observes the following statutory and non-statutory **paid** holidays for employees who have completed 30 days of employment:

- (a) New Year's Day;
- (b) Family Day (BC)
- (c) Good Friday;
- (d) Easter Monday;
- (e) Victoria Day;
- (f) National Indigenous People's Day;
- (g) Canada Day;
- (h) British Columbia Day;
- (i) Labour Day;
- (j) Truth and Reconciliation Day;
- (k) Thanksgiving Day;
- (l) Remembrance Day;
- (m) Christmas Day; and
- (n) Boxing Day.

44.2 All holidays as listed in 44.1 are observed by closing all applicable workplaces or, when the holiday falls on a day on which the workplace is normally closed, by closing the workplaces on the Friday before or the Monday after the holiday. KFN also recognizes any new provincial and federal statutory holidays.

44.3 KFN reserves the right to declare other non-statutory holiday days during a given year.

45.0 Annual Vacation

45.1 All permanent employees, and Term Employees with a term of twelve (12) months or longer, are entitled to take annual vacation with pay in accordance as set out in their employment agreement or with the *CLC* where there is no employment contract. Employees eligible for annual vacations may take their vacation following the completion of their probationary period. Vacation hours will be prorated for parttime employees.

- 45.3 Employees are entitled to the following annual paid vacation leave:
- | | |
|---------------------------------|---------|
| 1 to 4 years' employment | 2 weeks |
| 5 to 7 years' employment | 3 weeks |
| 8 to 11 years' employment | 4 weeks |
| 12 to 15 years' employment | 5 weeks |
| Employment of 16 years and more | 6 weeks |
- 45.4 The Administration office closes over the Christmas period; the dates of the Christmas break are aligned to the School District #71 Christmas holidays. This Christmas period is paid to all employees regardless of tenure. If annual vacation time is requested either before or after the Christmas break it will be approved on a case by case basis subject to the discretion of an employee's manager or director and the CAO.
- 45.5 KFN will make every reasonable effort to grant an employee the period of vacation leave requested.
- 45.6 Employees may carry-over up to five (5) days or 35 hours of vacation into the new calendar year to allow for longer vacations from time to time.
- 45.7 All employees should submit a written request for leave preferably at least two (2) full weeks with consideration of KFN's work plan, prior to commencement of vacation, using the form provided at Schedule I of this HR Policy.
- 45.8 All employees are required to ensure through contacting the Finance Department that they have the vacation days available prior to putting in their written request for approved vacation leave. If the requested time is not available, then these days will be considered unpaid leave.
- 45.9 Requests for vacation leave must be pre-approved by an employee's Manager or the Chief Administrative Officer or Director.
- 45.10 Contracted employees who are not eligible for annual paid vacation are entitled to receive vacation pay in accordance with the *CLC*.
- 45.11 Employees with unused vacation leave will be compensated in conjunction with the *CLC*. If it is agreed that vacation leave off cannot be taken in the same calendar year, the employee, with the approval of the Chief Administrative Officer or Director, will be paid or granted an extended period to take the vacation leave within that fiscal year.

46.0 Sick Leave

- 46.1 All permanent employees, and Term Employees with a term of twelve (12) months or longer, are entitled to take sick leave with pay in accordance as set out in their employment agreement. Employees eligible for sick leave may take their sick leave following the completion of their Probationary Period.
46. Employees shall accumulate paid sick leave entitlements at the rate of one and a half (1.5) days per month, up to a maximum of eighteen (18) days per year. Part-time employees will accrue sick leave on a prorated basis, based on hours worked.
- 46.2 Eligible employees with accumulated sick leave may take paid sick leave when they are unable to perform the duties and responsibilities of the position due to:

- (a) personal illness, injury, or quarantine (46.3); or
 - (b) to assist an immediate family member in emergency circumstances, to be approved by the Chief Administrative Officer or Director; or
 - (c) appointments with doctors, dentists, orthodontists, or therapists, including drug and alcohol counseling, either for themselves or to assist an immediate family member, as approved by the Chief Administrative Officer or Director.
- 46.4 Employees who are sick or injured shall notify the Chief Administrative Officer or Director and Manager no later than the start of the workday, and employees shall seek prior approval of their Manager before scheduling a medical appointment that cannot be scheduled outside of work hours, using the form provided at Schedule I of this HR Policy.
- 46.5 An employee who has been on sick leave for three (3) consecutive days shall provide a certificate from a qualified medical practitioner to the Chief Administrative Officer or Director upon their return, certifying that the employee was incapable of working due to illness, injury, or quarantine.
- 46.6 Where an employee's absence from work exceeds the number of sick leave credits accumulated, there is provision for borrowing against future unearned credits, subject to the Chief Administrative Officer's or Director's approval. However, an employee in such circumstances may request that unearned vacation or compensatory time be credited against the additional time away from work or request a leave of absence.
- 46.7 When an employee's absence from work exceeds the number of sick leave credits accumulated, the employee may be entitled to sick leave without pay, subject to the Chief Administrative Officer's or Director's written approval, and after the Chief Administrative Officer or Director has consulted with the employee and the employee's medical practitioner. The amount of unpaid sick leave will be approved on a case-by-case basis.
46. For additional sick leave options beyond sections 46.0 and 47.0, please connect with the KFN Finance Department
- 46.8 Each day the employee is absent from work due to illness, injury or quarantine, the employee must telephone the administration office prior to the start of the scheduled workday to report the absence, except where they have previously provided a medical certificate in accordance with this section.
- 46.9 On return to work, the employee must complete the necessary sick leave form and submit it to KFN.
- 46.10 If an employee has been absent from work due to serious illness, injury, or surgery, including stress:
- (a) KFN may, for the protection of both the employee and KFN, require the employee to provide a certificate from a qualified medical practitioner, in accordance with WCB regulations, as applicable, stating whether the employee can return to the employee's normal duties or assignments; and
 - (b) if the employee is not capable of returning to the employee's previous position, KFN may assign the employee to modified work duties or to a different position.
- 46.11 Before returning to work from a medical leave, the employee who has been absent due to a stress-related illness shall provide the Chief Administrative Officer or Director with a medical certificate

indicating that they are ready to return to work, and a written plan of action approved by a certified medical practitioner that shows how the employee will cope with or prevent any further incidence of stress.

- 46.12 Before returning to work, an employee who has been absent due to attendance at an addiction's treatment centre shall provide the Chief Administrative Officer or Director with documentation that they are ready to return to work, and a written plan of action approved by a certified addictions counselor that shows how the individual shall cope with or prevent any further abuses or misuses of substances.
- 46.13 All medical certificates and communications from an employee's medical practitioner or counsellor shall be kept in the employee's Confidential File, according to Part 7 of this HR Policy.
- 46.14 Employees may carry over up to six (6) days or 42 hours of sick leave into the new calendar year.
- 46.15 Any employee who for any reason resigns or whose employment is terminated shall not be entitled to payment for sick leave accumulated.

47.0 Medical Leave (once sick leave is expended)

- 47.1 Every employee is entitled to and shall be granted a medical leave of absence without pay of up to seventeen (17) weeks because of:
 - (a) personal illness or injury;
 - (b) organ or tissue donation.
- 47.2 A medical certificate issued by a health care practitioner certifying that the employee is incapable of working must accompany any requests for medical leave or for the period that they were absent from work.
- 47.3 Group benefits continue during the entire period of the medical leave of absence. Contributions are required from an employee and the employee is responsible for and must, within a reasonable time and in the current fiscal year, pay those contributions for the period of any medical leave of absence.
- 47.4 Registered pension plan contributions may be made for the period of the medical leave of absence upon an employee's return to work. For clarification, please contact the Finance Department.

48.0 Leave Related to Critical Illness

- 48.1 Every employee who is a family member of a critically ill child is entitled to and shall be granted a leave of absence from employment of up to thirty-seven (37) weeks to care for or support that child if a health care practitioner has issued a certificate that:
 - (a) states that the child is a critically ill child and requires the care or support of one or more of their family members; and
 - (b) sets out the period during which the child requires that care or support.
- 48.2 Every employee who is a family member of a critically ill adult is entitled to and shall be granted leave of absence from employment of up to seventeen (17) weeks to care for or support that

adult if a health care practitioner has issued a certificated that:

- 48.3 States that the adult is a critically ill adult and requires the care or support of one or more of their family members; and
- 48.4 Sets out the period during which the adult requires that care or support.

49.0 Work-Related Illness and Injury Leave

- 49.1 An employee who has suffered a work-related illness or injury may be entitled to work-related illness and injury leave.
- 49.2 If an employee has suffered a work-related illness or injury, the illness or injury must be immediately reported to the Chief Administrative Officer or Director, Manager, **and the Finance Department**. KFN will investigate whether the employee may be entitled to claim this injury or illness through WCB. If applicable, KFN will apply to WCB for a claim of compensation during the employee's recovery period.
- 49.3 Upon receiving written notice stating that the employee is fit to return to work, with or without qualification, KFN will, where reasonably practicable, return the employee to their previous position of employment with KFN. This written notice must accord with WCB Return to Work Support Services criteria.
- 49.5 In the event that a returning KFN employee is not capable of conducting the duties and responsibilities of their previous position, KFN has the right to assign the employee to modified work duties or to a different and more suitable position.
- 49.6 Where it is not reasonably practicable for KFN to return an employee to work, KFN will provide the employee with written reasons as to why the employee will not be returned to work.

50.0 Maternity, Parental and Adoption Leave

- 50.1 Every employee who has:
 - (a) completed six (6) consecutive months of continuous employment; and
 - (b) provided their manager with a certificate from a qualified medical practitioner certifying that they are pregnant;
 - (c) is entitled of up to seventeen (17) weeks unpaid leave as per the *CLC*.
- 50.2 Notice of maternity leave must be given at least four (4) weeks before the start of the requested leave, using the form provided at Schedule I of this HR Policy, except in emergency or other exceptional circumstances.
- 50.3 Every employee who has:
 - (a) completed six (6) consecutive months of continuous employment; and
 - (b) provided their manager with at least four (4) weeks' prior written notice, except in exceptional circumstances.

is entitled to up to sixty-three (63) weeks of unpaid parental leave to care for a newborn child of the employee or a child who is in the care of the employee for the purpose of adoption; as per Canadian Labour Code.

- 50.4 The aggregate amount of leave that may be taken by more than one employee under this section in respect of the same birth or adoption shall not exceed eighty-six (86) weeks, but the amount of leave that may be taken by one employee under this section in respect of the same birth or adoption shall not exceed seventy-eight (78) weeks. The Canada Labour Code can change without notice and will apply to this section at the time of request.
- 50.5 Parental leave under section 50.3 of this HR Policy may only be taken during the fifty-two (52) week period beginning:
- (a) in the case of a new-born child of the employee, at the option of the employee, on the day the child is born or comes into the actual care of the employee; and
 - (b) in the case of an adoption, on the day the child comes into the actual care of the employee.
- 50.6 In addition to the entitlements under sections 50.1 and 50.3 of this HR Policy:
- (a) employees are entitled to up to four (4) days paid leave to attend the birth of their child, or upon receiving into the household a newly adopted child, to care for their family during this period, if they submit a leave request form, using the form provided at Schedule I of this HR Policy, in advance; and
 - (b) an employee who is pregnant or nursing may apply for an unpaid leave of absence during the period from the beginning of the pregnancy to the end of the twenty fourth (24th) week following the birth, on condition that they provide a medical certificate indicating they are unable to work and setting out the duration of the inability.
- 50.7 An employee who is pregnant or nursing may request their job functions to be modified or to be reassigned to another job, if continuing any of their current job functions may pose a risk to the employee's health or that of their fetus or nursing child.
- 50.8 A request pursuant to section 50.7 of this HR Policy must be accompanied by a certificate from a qualified medical practitioner indicating how long the risk is likely to last and what activities or conditions the employee should avoid to eliminate the risk.
- 50.9 All medical certificates and communications from an employee's medical practitioner obtained in relation to sections 50.1, 50.6(b) and/or 50.7 of this HR Policy shall be kept in the employee's Confidential File, according to section 25 of this HR Policy.
- 50.10 KFN shall maintain medical or other benefit plans throughout an employee's leave and shall continue to make payments to the plan or plans in accordance with the regulatory terms of the benefit plan and applicable legislation, provided that the employee continues to make their usual contributions toward the benefits during the leave.
- 50.11 For the purposes of vacation, sick leave entitlements, and notice of termination, the services of an employee who is absent from work because of leave granted shall be deemed to be continuous.
- 50.12 KFN shall not dismiss, suspend, layoff, demote or discipline an employee due to pregnancy or application for leave under this section, and shall not consider a pregnancy or application for leave in any decision to promote or train the employee.
- 50.13 An employee returning to work from leave granted \ shall be reinstated to the position the employee held when the leave commenced.
- 50.14 In the event that KFN cannot reinstate an employee returning to work from leave granted to their

former position, then KFN shall provide the employee with a comparable position with not less than the same wages and benefits.

- 50.15 An employee who chooses not to return to work following leave granted shall provide KFN with written notice of their resignation, at least two (2) weeks before the completion of their leave.

51.0 Compassionate Care

- 51.1 Upon written request using the form provided at Schedule I of this HR Policy, KFN shall grant employees a maximum of twenty-eight (28) weeks unpaid compassionate leave to provide care or support to a family member of the employee and a record of such leave shall be made in the employee's General Personnel File.
- 51.2 Compassionate leave will only be granted where a qualified medical practitioner issues a certificate stating that the employee's family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the certificate is issued or the day the leave is to commence.
- 51.3 All medical certificates and communications from an employee's medical practitioner obtained in relation to section 49.2 of the HR Policy shall be kept in the employee's Confidential File, according to section 25 of this HR Policy.

52.0 Bereavement Leave

- 52.1 Employees are entitled to a maximum of ten (10) working days bereavement leave, of which five (5) days are paid, in the event of a death of an Immediate Family Member and including:
- (a) a spouse or common-law partner of the employee,
 - (b) a child of the employee or a child of the employee's spouse or common-law partner, which includes stepchildren, and
 - (c) a parent of the employee, or a spouse or common-law partner of the parent,
 - (d) a sibling of the employee, or spouse or common-law partner, which includes step siblings, and
 - (e) any other person who is a member of a class of persons prescribed for the purposes of the definition of "family member" under the Canada Labour Code or in subsection 23.1(a) of the Employment Insurance Act, which includes one or more children placed with the claimant for the purpose of adoption under the laws governing adoption in the province in which the claimant resides.
- 52.2 Employees are entitled to a maximum of one (1) working day of bereavement leave, with pay, in the event of a death of a family member that includes the nephew, niece, uncle, aunt or first cousin of an employee.
- 52.3 Requests for bereavement leave must be made to KFN, in writing using the form provided at Schedule I of this HR Policy and state the relationship between the employee and the deceased.
- 52.4 Where additional time is required for purposes of bereavement leave, the leave request must include the number of additional days and the reason for the additional time. In such circumstances, the employee may request that earned vacation or compensatory time be credited against the additional time away from work or request a leave of absence.
- 52.5 KFN shall, where possible, respond, in writing, to an employee's request for bereavement leave

within one (1) working day of receiving the request and a record of the response and any subsequent leave granted shall be made in the employee's Finance Department File.

53.0 Death/Disappearance Leave

- 53.1 An employee who has completed the Probationary Period and is considered to be a legal parent, adoptive parent, a person with whom the child was placed for the purpose of adoption or an individual with legal custody or guardianship of a child who has died or disappeared as a result of a probable crime is eligible to take up to fifty two (52) weeks of unpaid leave in the case of a missing child, and up to one hundred and four (104) weeks of leave if the child has died.
- 53.2 An employee is not entitled to Death/Disappearance Leave if the employee has been charged with the crime or it is probable, considering the circumstances, that the child was a party to the crime.

54.0 Court Leave

- 54.1 Employees are entitled to unpaid leave for mandatory jury duty or court appearances as a witness when compelled to serve or appear because of a court order or subpoena.

56.0 Training Leave

- 56.1 An employee who is employed by KFN and has completed their Probationary Period may apply for training leave, with pay, as approved by the Chief Administrative Officer or Director.
- 56.2 An employee must submit a training leave request in writing to include:
- (a) The name of the institution offering the training;
 - (b) The details of the training course;
 - (c) The course costs;
 - (d) The travel costs if applicable;
 - (e) The time for the leave; and
 - (f) A statement describing how the training course is related to the employee's position, how the training will allow the employee to improve their understanding of their role and their performance, and how the training will benefit KFN.
- 56.3 A training leave request must be in writing and be submitted to KFN at least two (2) weeks prior to the start of the training and, wherever possible, at least one (1) month prior to the commencement of the training course.
- 56.5 In the case of a training leave request by the Chief Administrative Officer or Director, the application must be submitted to the Chief and Council for consideration.
- 56.6 KFN has the discretion to approve or deny requests for training leave. All decisions to grant or refuse training leave will be confirmed in writing.
- 56.7 Where KFN determines that additional training is necessary for an employee, KFN can require an employee to take mandatory training leave to attend a course.
- 56.8 In the event that KFN requires an employee to take mandatory training leave, KFN shall:
- (a) pay all the training costs and travel expenses for the employee; and
 - (b) pay the employee their regular hourly wage or salary for the entire period of training leave,

provided that the employee can demonstrate they have attended the mandatory training.

57.0 General Leave of Absence

57.1 Employee requests for a general leave of absence must be made in writing using the form provided at Schedule I of this HR Policy to the employee's Division Manager or the Chief Administrative Officer or Director and must include the reason for the leave and the anticipated period of absence.

57.2 KFN has the discretion to approve or deny requests for a general leave of absence without pay. All decisions to grant or refuse a general leave of absence will be confirmed in writing.

58.0 Personal leave

58.1 Every employee is entitled to and shall be granted a leave of absence from employment of up to five (5) days in every calendar year for:

- (a) carrying out responsibilities related to the education of any of their family members who are under 18 years of age;
- (b) addressing any urgent matter concerning themselves or their family members;
- (c) attending their citizenship ceremony under the Citizenship Act; and

If the employee has completed three (3) consecutive months of continuous employment with KFN, the employee is entitled to the first three (3) days of the leave with pay at their regular rate of wages for their normal hours of work, and such pay shall for all purposes be wages. The leave of absence may be taken in one (1) or more periods. KFN may require that each period of leave be of not less than one (1) day's duration. KFN may request that the employee provide documentation to support the reasons for the leave.

59.0 Leave for Victims of Family Violence

59.1 Every employee who is a victim of family violence or who is the parent of a child who is a victim of family violence is entitled to and shall be granted a leave of absence from employment of up to ten (10) days in every calendar year, to enable the employee, in respect of such violence,

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

If the employee has completed three (3) consecutive months of continuous employment with KFN, the employee is entitled to the first five (5) days of the leave with pay at their regular rate of wages for their normal hours of work, and such pay shall for all purposes be wages. The leave of absence may be taken in one (1) or more periods. KFN may require that each period of leave be of not less than one (1) day's duration. KFN may request that the employee provide

documentation to support the reasons for the leave.

Exception: An employee is not entitled to a leave of absence with respect to any act of family violence if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

60.0 Leave for Traditional Cultural Practices

- 60.1 Every employee who is an Indigenous person (specifically Indian, Inuit or Metis) or engages in other ceremonial, cultural or spiritual practices of a religion or group that the employee identifies with, is entitled Cultural Leave to engage in such traditional practices after completing three (3) consecutive months of employment with KFN. Cultural practices may include but are not limited to:
- a) Hunting
 - b) Fishing
 - c) Harvesting
 - d) Baptisms
 - e) Yom Kippur
 - f) Navaratri
 - g) Ramadan
 - h) Any written or know practices prescribed by regulation or religion
- (collectively “Cultural Leave”)
- 60.2 Requests for Cultural Leave for traditional and cultural practices will be addressed in accordance with the Canada Labour Code and requests for Cultural Leave for non-Indigenous practices will be considered on a case-by-case basis by the CAO.
- 60.3 The leave may be taken in one (1) or more periods. KFN may require that each period of leave be of not less than one (1) day’s duration
- 60.3 KFN may request supporting documentation that shows the employee as an Indigenous person or that shows the employee is a member of a group, culture or religion that practices the Cultural Leave being requested which must be presented to the employees’ manager no later than 15 days after an employee returns to work if reasonably practicable. If no proof is provided, the employee’s time off will revert to unpaid leave.
- 60.4 Cultural Leave may be granted to a maximum of five (5) days per calendar year and cannot be carried forward from one year into the next.
- 60.5 Where an employee may require more than five (5) days of Cultural Leave, they may combine their leave with Vacation Leave.
- 60.6 Wherever possible, employees will provide advance notice of two (2) weeks of any need for cultural leave.
- 60.7 Employees who, for whatever reason, decide not to attend the cultural ceremony or activity they originally requested leave for, are expected to return to work. In the event an employee

does not attend the cultural ceremony or activity and does not return to work, this may result in progressive discipline, up to and including termination.

- 60.8 All requests for cultural leave must be given fair and proper consideration and must be treated in a culturally safe manner.

PART 12: USE OF KFN PROPERTY

61.0 Use of Communications Technology

- 61.1 KFN's communication systems, including the use of telephones, fax, mail, email, messaging, texts, internet access and social networking sites accessed through KFN-owned computers and handheld devices are provided for official business use only.
- 61.2 There is no expectation of privacy for any activities on, but not limited to, KFN computers, phones, internet, servers, and networks. KFN owns any communication sent via email or that is stored on KFN equipment. Management and other authorized staff have the right to access any material in the email systems or on any KFN computer at any time.
- 61.3 Employees shall not use hands-on mobile devices whether personally owned or supplied by KFN for any purpose while operating a motor vehicle, whether on their own time or in the course of their employment with KFN.

62.0 Office Keys and Security Codes

- 62.1 In the event that an office key is lost or stolen, the employee shall immediately report the loss to the Chief Administrative Officer or Director and their Manager.
- 62.2 An employee who loses the office key issued to them is responsible for covering both the cost of replacing the keys and changing the locks.

63.0 Care and Use of KFN Property and Equipment

- 63.1 For the purposes of this part, KFN Property includes, but is not limited to, vehicles, vessels, office space, technologies and mailing lists belonging to KFN.
- 63.2 For the purposes of this part, KFN Equipment includes but is not limited to, telephones, photocopiers, fax machines, computers, cell phones, cameras, presentation equipment, lawn care equipment, and other tools and equipment belonging to KFN.
- 63.3 Only employees and members of KFN are authorized to use or operate KFN Property or KFN Equipment. Other individuals wishing to use KFN Property or KFN Equipment must obtain authorization from the Chief Administrative Officer or Director.
- 63.4 In the event that KFN Property or KFN Equipment is stolen while in the possession of a KFN employee, the employee shall immediately inform the Chief Administrative Officer or Director and their Manager of the theft immediately.
- 63.5 KFN may permit employees to sign-out KFN Property or KFN Equipment for personal use. Personal requests by employees to use KFN Equipment must be approved by the Chief Administrative Officer or Director in writing.

- 63.6 Use of KFN Property or KFN Equipment by employees must be in conformity with all applicable laws, regulations, and insurance requirements, including, being legally licensed to operate the equipment and/or vehicle, having the required training to operate the equipment, not driving over the speed limit and ensuring that passengers wear seatbelts or lifejackets, as applicable.
- 63.7 Operation of KFN owned or leased Property or Equipment by a KFN employee while under the influence of alcohol or drugs may result in dismissal for cause.
- 63.8 KFN has the right to require proof of legal ability to operate equipment, proof of proper insurance coverage, and/or proof of certification to operate the equipment or vehicles before approving personal requests to use KFN Property or KFN Equipment.
- 63.9 Any employee who drives for KFN business shall hold a valid BC Drivers' License and abide by the KFN Vehicle Policy.

64.0 Intellectual Property

- 64.1 Any work, including creative work produced by employees in the course of their work duties, including ideas, proposals, maps, plans and reports, are the intellectual property of KFN, however, proposals, maps, plans and reports with particular reference, markings, designs, or components relating to the traditional hereditary practices, customs and beliefs of a particular family group or traditional hereditary bloodline are exempt and continue to belong to that particular family group or bloodline.
- 64.2 Intellectual Property with reference, markings, designs, or components relating to the traditional hereditary practices, customs and beliefs of a particular family group or traditional hereditary bloodline may be used by KFN with the knowledge and consent of the family group or traditional hereditary bloodline, provided that KFN agrees to make no alterations or modifications to the Intellectual Property.

PART 13: TRAVEL

65.0 Travel for KFN Business

- 65.1 KFN employees may be expected to travel in the course of their employment.

66.0 Travel Authorization

- 66.1 Prior to travel, employees shall obtain authorization for travel by submitting a written travel request to the Chief Administrative Officer or Director stating the purpose, dates, and estimated costs for the proposed travel.
- 66.2 Authorization will also require a review of the travel applicability to the employees' position and department by the Chief Administrative Officer or Director, and preference will be given to reimbursable travel by hosts or other third-party funding arrangements.

67.0 Reimbursement for Travel Expenses

- 67.1 Travel expenditures eligible for reimbursement include:
- (a) ferry, rail, or airline tickets;

- (b) vehicle rental costs;
 - (c) insurance for rental vehicles; and
 - (d) gas purchases for rental vehicles.
- 67.2 Employees are expected to use the most cost effective and efficient means of travel when travelling for KFN business, as follows:
- (a) rail or air travel shall be economy or the equivalent;
 - (b) the standard car rental vehicle class shall be mid-size; and
 - (c) the lowest cost hotel option shall be selected and the standard for accommodation is a single room, in a safe environment, conveniently located and comfortably equipped.
- 67.3 Business class travel will be permitted only in exceptional circumstances and must be authorized by the Chief Administrative Officer or Director in writing before booking. If travel is for the Chief Administrative Officer or Director, the Chief and Council must authorize business class travel in writing before booking. In each case, the pre-authorization will be attached to the reimbursable expense claim for payment.
- 67.4 Private vehicle mileage will be reimbursed at the “*Reasonable Allowance Rates*” for automobile allowances as posted by the Government of Canada in the year that the travel occurred. All other non-business-related vehicle costs are the responsibility of the individual.
- 67.5 Individuals using a private vehicle for work related travel must have the minimum insurance coverage legally required for work related use by their province or territory of residence.
- If an employee must use their personal vehicle for work purposes, they are responsible for carrying the right insurance coverage on their vehicle for business use. KFN may ask for a copy of the employee’s driver’s license and insurance policy to verify adequate coverage.
- 67.6 KFN is not responsible for any claims, accidents, or damage to a private vehicle.
- 67.7 Private accommodations are reimbursed at a rate of fifty dollars (\$50.00) per night.
- 67.8 Receipts are required to claim reimbursement for hotels, ferries, cab fare, parking and air travel and rental vehicle expenses including gas and insurance.
- 67.9 Expenses reimbursed by hosts or other third-party funding arrangements must not be claimed and must be declared in accordance with KFN’s HR Policy.

68.0 Reimbursement of Per Diem Expenses

- 68.1 Employees travelling on KFN business are entitled to a per diem amount for each day of travel to cover meal expenses and incidentals. Per diems may be claimed according to the Travel Claim Form as approved by Chief Administrative Officer or Director.
- 68.2 Meals will only be reimbursed for those incurred during approved travel. (i.e., if an individual begins travelling on behalf of KFN before 7:00 a.m. breakfast may be claimed and if travel continues after 6:30 p.m. dinner may be claimed).
- 68.3 If a meal is provided as official hospitality from another individual/ organization in the course of their duties on approved travel, a meal allowance may not be claimed by the individual on travel status.

68.4 Incidentals may only be claimed for each night away on travel status. Part days on travel status will not be eligible for incidentals.

68.5 Receipts are not required to claim per diem expenses.

69.0 Other Travel Expenses

69.1 Other reasonable travel and business-related expenses directly attributable to travelling or business on KFN's behalf will be reimbursed, including internet access, business long-distance phone calls, parking, airport taxes, tolls, taxi fares, and public transit fares.

69.2 Any other travel or business-related expenses not specifically listed for reimbursement in this Part will only be reimbursed with the approval of KFN.

69.3 For approval of additional travel expenses referred to in section 67.2 of this HR Policy, employees shall submit receipts to their Manager or the Chief Administrative Officer or Director for approval. In the case of additional travel expenses incurred by the Chief Administrative Officer or Director or a Council member, Councilors should submit receipts to the Chief Administrative Officer for approval and the Chief Administrative Officer or Director should submit their receipts to Chief and Council for approval. In each case, the pre-authorization will be attached to the reimbursable expense claim for payment.

70.0 Claiming Travel Expenses

70.1 Travel expense claims must be completed and submitted by the employee to the Chief Administrative Officer or Director within five (5) working days of the employee's return to KFN.

70.2 Travel expense claims must be signed by the employee and must include all original receipts for the expenses being claimed.

70.3 Travel advances for eligible travel expenses are available to employees at the sole discretion of KFN. Travel advance requests must be submitted in writing at least two (2) days prior to departure.

71.0 Consequences of a Breach

71.1 An employee who breaches this Part shall be subject to immediate disciplinary action, up to and including termination.

PART 14: PERFORMANCE EVALUATIONS

72.0 Performance Evaluations

72.1 Performance evaluations of the Chief Administrative Officer or the Director shall be conducted by the Chief and Council.

72.2 The Chief Administrative Officer or Director is to conduct annual performance evaluations for each Manager. And Managers are to conduct periodic performance evaluations for each of their employees. While each of the below items need not be present in each evaluation, the general purpose and intent of the evaluation is for:

(a) measuring and documenting the employee's performance, skills and competencies against

- their job description and previous performance reviews;
 - (b) providing the employee with feedback on their performance, and suggestions on how they can correct or improve their performance;
 - (c) ensuring that employee understands what is expected of them;
 - (d) recognizing success;
 - (e) determining any training requirements for the employee;
 - (f) setting goals, deliverables, and performance targets for employee for the next evaluation period;
 - (g) determining if the employee is failing or improving in their job performance; and
 - (h) developing a performance improvement plan.
- 72.3 Performance evaluations are to follow a process where:
- (a) the evaluator and the employee review the completed evaluation;
 - (b) the evaluator and the employee each sign the completed evaluations;
 - (c) if the employee does not agree with their evaluation, they may ask for a re-evaluation; and
 - (d) if the employee is not satisfied with the re-evaluation, they may make a formal complaint, in accordance with the KFN Complaints, Discipline and Dispute Resolution Policy.
- 72.4 Performance evaluations for each employee shall be submitted to KFN and a copy of the report shall be filed in the employee's Personnel File.
- 72.5 In some cases, the performance evaluation may require the issuing of a performance improvement plan ("PIP") which is to be issued as to a tool to help employees meet expected performance goals.
- 72.6 An employee's failure to cooperate or comply with a PIP may lead to disciplinary action up to and including termination.

PART 15: DISCIPLINE

73.0 Application of this Part

- 73.2 The authority to discipline lies with the Chief Administrative Officer or Director for Managers and Employees, and Chief and Council for Chief Administrative Officer or Director.

74.0 Grounds for Disciplinary Action

- 74.1 Grounds for disciplinary action include, but are not limited, to:
- (a) non-performance or inadequate performance of duties;
 - (b) frequent unexcused absences or tardiness;
 - (c) gross misconduct;
 - (d) negligence;
 - (e) theft;
 - (f) fraud, misrepresentation, or falsification of information, including on the employee's resume or job application;

- (g) discrimination, harassment, or sexual harassment;
- (h) being at the workplace or during the workday while under the influence of alcohol, cannabis, or the use of illicit drugs;
- (i) threats or violence against employees, clients, or Councillors;
- (j) breach of confidentiality;
- (k) breach of this HR Policy or other KFN policies;
- (l) foul language;
- (m) complaint made in bad faith;
- (n) endangering the occupational health and safety of other employees;
- (o) abuse of authority;
- (p) insubordination;
- (q) lateral violence; or
- (r) acting in a manner contrary to the best interests of KFN.

75.0 Disciplinary Process

- 75.1, If necessary, KFN employees will be disciplined in accordance with the progressive disciplinary process, however KFN reserves the right to skip any step of the disciplinary process where it determines, at its sole discretion, that skipping a step is necessary in the circumstances, including immediate termination for cause.
- 75.2 The steps of the progressive disciplinary process include:
- (a) verbal warning
 - (b) written warning
 - (c) final warning
 - (d) termination for just cause
- 75.2 All records relating to discipline of an employee are to be filed in the employee's Confidential File and kept strictly confidential, as set out in Part 7 of this HR Policy.

PART 16: OCCUPATIONAL HEALTH AND SAFETY

76.0 Occupational Health and Safety

- 76.1 KFN shall provide and maintain a safe and healthy environment for all employees in compliance with all applicable legislative requirements.
- 76.2 KFN and its delegated employees are responsible for:
- (a) ensuring the health and safety of its employees;
 - (b) taking all reasonable measures to prevent injuries and maintain a healthy and safe workplace;
 - (c) ensuring that KFN complies with all relevant laws, standards, regulations, and best practices, including requirements under the *CLC* and Occupational Health and Safety Regulations, and the provisions under Workplace Hazardous Materials Information System (WHMIS);
 - (d) considering all recommendations made by the health and safety representative;

- (e) providing appropriate safety equipment, clothing, and training;
- (f) investigating unsafe conditions or acts and ensuring that corrective action is taken without delay;
- (g) investigating all workplace accidents and complying with all reporting obligations;
- (h) ensuring that KFN has an inventory of all hazardous materials in the workplace and has a material safety data sheet (MSDS) on all hazardous materials in the workplace; and
- (i) ensuring that all employees are trained to work safely with hazardous materials and to understand WHMIS labels, as applicable.

77.0 Workplace Harassment and Violence

- 77.1 KFN does not and will not tolerate harassment or violence in any form. For more information on our specific policies regarding this topic, please refer to **APPENDIX “M”** - KFN’s Workplace Harassment and Violence Prevention Policy.

PART 17: END OF EMPLOYMENT

78.0 Termination, Resignation, Layoffs and Retirement

- 78.1 A transition is to be completed to the satisfaction of their Manager or the Chief Administrative Officer or the Director. All KFN property (see Part 12) including, but not limited to, keys, documents (in any format) and passwords shall be returned to the Chief Administrative Officer or the Director immediately upon the conclusion of employment.

79.0 Resignation

- 79.1 Employees wishing to resign from employment with KFN are to provide at least two (2) weeks’ written notice of their intention to their Division Manager or the Chief Administrative Officer or the Director, with transition to be completed to the satisfaction of their Division Manager or the Chief Administrative Officer or the Director.
- 79.2 Managers, Chief Administrative Officer, Director, and Deputy Chief Administrative Officer wishing to resign from employment with KFN are to provide at least four (4) weeks’ written notice of their intention to Chief and Council, with transition to be completed to the satisfaction of the Chief and Council.
79. An exit interview of the resigning employee will be conducted by an HR Representative, or the Chief Administrative Officer, Director or Chief and Council, for the purposes of gathering information on the employee’s reasons for leaving and as an at this time, opportunity for the departing employee to offer suggestions for improvements within KFN. An exit interview is optional for a departing employee to engage in.
- 79.3 If an employee ceases to be employed before the employee takes all or part of their vacation, time off or lieu time, KFN shall, within the next pay period after the day on which the employee ceases to be employed, pay the employee’s wages for the vacation and lieu time.

80.0 Layoffs and Terminations

- 80.1 Layoff of an employee may be necessary for reasons including organizational redundancy, lack of

- funding, or elimination or discontinuance of positions, a function, or projects.
- 80.2 KFN may lay off employees temporarily for a period that does not exceed the maximum length allowed by *CLC* or its regulations, as amended.
- 80.3 Any such temporary layoff will not constitute a breach of employment or a constructive dismissal.
- 80.4 If a temporary layoff exceeds the maximum length allowed by *CLC* or its regulations, the termination provisions for written notice (or pay in lieu) and severance pay, as applicable, provided under the *CLC* will be provided to the employee, and nothing more. If the employee has a specific termination clause in their employment contract, the contract shall prevail.
- 80.3 KFN may terminate an employee without cause, provided that the employee is provided with the minimum amount of written notice (or pay in lieu) and severance pay, as applicable, in accordance with the provisions of the *CLC*, and nothing more. If the employee has a specific termination clause in their employment contract, the contract shall prevail.
- 80.4 If an employee ceases to be employed before the employee takes all or part of the vacation and time off (lieu time), KFN shall, within the next pay period after the day on which the employee ceases to be employed, pay the employee's wages for the vacation and lieu time.
- 80.5 An employee who terminates their employment with KFN, including through Voluntary Abandonment or Resignation, is not entitled to notice, pay in lieu of notice or severance.
- 80.6 In the event that KFN dismisses an employee for cause, the employee is not entitled notice, pay in lieu of notice or severance.
- 80.7 During a new employee's Probationary Period, KFN may terminate the employee without notice, pay in lieu of notice or severance.

81.0 Retirement

- 81.2 This section applies to all employees of KFN and shall guide the process of a respectful transition period at the end of the active employment relationship.
- 81.3 Employees must provide at least two (2) weeks' written notice of their intent to retire, in the form of a signed letter, to the Chief Administrative Officer or Director and to their Manager. The letter should include the employee's expected retirement date.
- Managers, Chief Administrative Officer, Director, and Deputy Chief Administrative Officer wishing to retire from employment with KFN shall provide at least four (4) weeks' written notice of their intention to Chief and Council, with transition to be completed to the satisfaction of the Chief and Council.
- 81.4 Employees considering retirement are encouraged to discuss the matter with the Chief Administrative Officer or Director and their Manager at least six (6) months prior to the intended date in order to ensure sufficient time for workforce planning and preparation of the necessary paperwork, including the handover to be completed to the satisfaction of the Chief Administrative Officer or Director.,
- 81.5 Depending on the wishes of the retiring employee, an announcement of the employee's impending departure may be either informally emailed or formally announced at a staff meeting.
- 81.6 An exit interview of the retiring employee will be conducted by the Chief Administrative Officer or the Director, for the purposes of gathering information on the employee's reasons for leaving

and as an at this time, opportunity for the departing employee to offer suggestions for improvements within KFN.

- 81.7 All remaining salary and vacation accruals shall be paid to the retiring employee the next pay period of their departure, along with a Record of Employment files with Service Canada.

82.0 Return of KFN Property

- 82.1 Upon termination, retirement, layoff, or resignation, employees shall return all KFN property or equipment in their care and control to the Chief Administrative Officer or Director.

82.2

The Finance Director may deduct from the employee's final pay cheque the value of any debt relating to items such as a parking ticket, group health benefit contributions, lost equipment, etc. based on discussions and approval by the Chief Administrative Officer or Director.

- 82.3 Any work, including creative work or document developed during an employee's tenure is the intellectual property of KFN, in accordance with 64.0 of this HR Policy.

PART 18: DISPUTE RESOLUTION

83.0 Directing Complaints

- 83.1 Complaints of harassment and violence must be made in accordance with the KFN Harassment and Violence Prevention Policy (Appendix M). All other complaints, including those arising out of the interpretation of, or adherence to this HR Policy, must be submitted in accordance with below process.

- 83.2 KFN employees are expected to reconcile their differences individually wherever possible. Where disputes between KFN employees cannot be resolved between the individuals involved, the employee must bring the concern or complaint to the attention of the Chief Administrative Officer or the Director for further handling in accordance with the Workplace Violence and Harassment Policy.

- 83.3 In the event that an employee has a concern or complaint against the Chief Administrative Officer or the Director, they may bring it to the attention of the Chief and Council, they may do so in accordance with Workplace Violence and Harassment Policy.

- 83.4 In the event that the Chief Administrative Officer or Director has disputes with Council, reference should be made to the processes outlined in the KFN Governance Manual.

- 83.5 Other than complaints concerning the Chief Administrative Officer or the Director, Chief and Council will not hear or consider any other complaints related to human resource issues or matters related to the day-to-day operational activities of the Administration.

- 83.6 Threats/intimidation to discourage filing a complaint will be subject to discipline or termination.

84.0 Procedures

- (a) Fostering an open and ethical working environment

- i. The Chief Administrative Officer and/or the Director will communicate this policy to all employees.
- ii. Each individual employed or contracted with or acting as an agent for KFN in respect of the financial administration of KFN will be required to sign the agreement in Appendix B to indicate that they have read, understood, and accepted its contents before employment or appointment begins.
- iii. On an annual basis, all employees and consultants will sign and date the Acknowledgement and Agreement Regarding the Reporting of Breaches and Financial Irregularities.
- iv. The identity of any person who raises a concern of wrongdoing will remain confidential to the extent practically possible.
- v. A person reporting a breach in good faith will receive fair and unbiased treatment throughout the investigative process and will be protected from reprisals. Council will ensure that the person is protected from any discrimination, threats, retaliation, or harassment.
- vi. A person against whom a report has been made will receive fair and unbiased treatment. Where a preliminary inquiry into a report indicates a possible finding of misconduct, the person against whom the report has been made will be given an appropriate opportunity to answer the allegation in a manner consistent with the other provisions of this policy.
- vii. On an annual basis, the Finance and Audit Committee will provide Council with a report on the effectiveness of this policy and the Code of Conduct policy. Statistics regarding the number of cases reported, investigated, resolved and outstanding will be included in the report, as well as any lessons learned or proposed changes to the policies.

(b) Methods to report suspected wrongdoing

- i. Council has established the following procedures to receive, retain, investigate, and act on complaints and concerns of Councilors, employees, contractors, and agents of KFN regarding instances of misconduct or wrongdoing.
- ii. The Chief Administrative Officer and/or the Director will ensure that the procedures noted above will be included in the contracts of contractors and the appointment of agents and committee members.
- iii. The Chief Administrative Officer and/or the Director are authorized to receive and inquire into reports of misconduct or wrongdoing.
- iv. The Chief Administrative Officer and/or the Director will report their respective findings of an inquiry into a report of misconduct or wrongdoing that they receive.
- v. The Finance and Audit Committee is authorized to inquire further into any findings reported to it by the Chief Administrative Officer and/or the Director.
- vi. KFN Councilors, employees, contractors, or agents should forward their reports to the Chief Administrative Officer and/or the Director.

- vii. Instances of wrongdoing can be reported directly to the Chief Administrative Officer and/or the Director in the following ways:
- (a) In writing to the attention of the Chair of the Finance and Audit Committee:
[Mr./ Mrs. X, Street, City, Postal Code].
 - (b) Via email;
 - (c) Via telephone to the Chief Administrative Officer and/or Director at [1-250-339-4545]; and
 - (d) Anonymously in writing to the Chief Administrative Officer and/or Director.
- (c) Inquiring into reported wrongdoing
- i. Promptly upon receipt of a report, the Chief Administrative Officer and/or Director, will:
 - a. Confirm in writing to the party who has reported an alleged misconduct that the report has been received;
 - b. Ensure that the identity of the person(s) making the report is kept confidential to the extent possible and that individuals who report in good faith are protected from reprisals;
 - c. Include the report on a confidential written docket, summarizing in reasonable detail:
 - The nature of the report (including specific allegations made and the names of the persons involved);
 - The date of receipt of the report;
 - The status of any inquiry;
 - The report made to the Finance and Audit Committee;
 - Any final resolution of the reported wrongdoing.
 - d. Decide upon the appropriate action to be taken when conducting the inquiry and start the inquiry as soon as possible. The inquiry should seek to confirm or refute the facts presented;
 - e. When the alleged incident is of significant risk (to the operations, reputation, etc. of KFN), related to potential criminal acts by individuals, or of high financial value to KFN, the Chief Administrative Officer and/or the Director may retain external expertise to conduct the inquiry;
 - f. Within a period of eight (8) weeks from the moment the report has been received, inform the party who reported the alleged irregularity of the status of the inquiry and steps that have been taken or will be taken following the results of the inquiry;
 - g. If the inquiry cannot be completed with the eight (8) week time frame, inform in writing the person who reported the alleged irregularity and indicate a new time frame for the conclusion of the inquiry;

- h. Report on the progress of current inquiries at each Finance and Audit Committee meeting; and
- i. Upon completion of the inquiry, report to the Finance and Audit Committee on the conduct of the inquiry and the result of the inquiry and recommend actions to be taken.
- ii. Upon receipt of the report from the Chief Administrative Officer and/or the Director, the Finance and Audit Committee will determine if it conducts any further inquiry into the matter but in any event will make a report to the Council of the circumstances reporting to the Committee including the Committee's recommendations if any.
- iii. The Finance and Audit Committee will actively monitor inquiries to ensure they are conducted in accordance with this policy.
- iv. If the reported wrongdoing concerns a member of the Finance and Audit Committee, the Council will inquire into the matter or retain external expertise to conduct the inquiry.

(d) Responding to wrongdoing and initiating remedial actions

- i. After considering the final report of the results of an inquiry, the Chief Administrative Officer and/or the Director will recommend a course of action to Council which will decide to resolve the issue as soon as practicable.
- ii. Resolution actions will be commensurate with the severity of the wrongdoing incurred, and can include reprimands, leave without pay, termination, revocation of appointment or other remediation as determined by the Council and subject to the provisions of Appendix G.
- iii. Police will be contacted if activities of a criminal nature are identified.
- iv. Recovery of KFN funds, either expended or forfeited, because of the wrongdoing as described in the Financial Administration Law will be tracked and collected from the responsible individual(s).