



# **OPERATING PROCEDURES**

*Revised January 2014*

THIS DOCUMENT OUTLINES THE OPERATING PROCEDURES FOR THE SAHTU RENEWABLE RESOURCES BOARD. THE OPERATING PROCEDURES WILL ACT AS BYLAWS FOR THE ACTIVITIES OF THE BOARD MEMBERS AND STAFF. THE BOARD MAY BY RESOLUTION, ADOPT, REPEAL, OR AMEND THE OPERATING PROCEDURES PROVIDED SUCH AMENDMENTS DO NOT CONTRADICT THE SAHTU DENE AND METIS COMPREHENSIVE LAND CLAIM AGREEMENT.

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## **SECTION 6.0 PERSONNEL POLICY**

### **6.1 Recruitment**

#### ***6.1.1. Positions Available:***

Positions available at the SRRB shall be advertised via notices to the local, regional and national media, Canada Employment and Immigration and other media the Executive Director or Board considers appropriate. At the discretion of the SRRB, qualified candidates may be appointed to a position.

#### ***6.1.2. Preferential Hiring:***

Every effort shall be made to hire a Participant of the SDMCLCA or promote training opportunities for SDMCLCA Participants.

### **6.2 Selection**

#### ***6.2.1. Staffing Procedures:***

Staffing procedures shall be as follows:

- a) The Executive Committee shall review all applications and compile a short list of applicants with suitable qualifications for review by the Staff Selection Committee,
- b) The Staff Selection Committee shall consist of the Executive Director, the Chairperson, and may include one (1) or two (2) Board Members and outside consultants as deemed appropriate depending on the nature of the position being staffed,
- c) The Staff Selection Committee shall screen and interview short listed candidates and recommend the most suitable candidate to the Board for final approval. Upon approval of the Board, the Executive Director shall offer employment to the successful candidate based on a recommended salary (experience and qualifications). The Board may request that the Selection Committee select and hire the most suitable candidate without full Board review and approval,
- d) If the candidate does not accept the position or if the Board rejects the Staff Selection Committee's recommendation, the Executive Director may recommend that the position be offered to the next most suitable candidate or reinstate the recruitment process, and
- e) Term & casual staff or summer students may be hired as needed by the Executive Director, following a screening and interview process.

### **6.3 Relocation Expenses**

#### ***6.3.1. New Employees:***

New employees may be entitled to relocation expenses if such expenses are not provided from any other source. Such expenses may include:

- a) Economy airfare for the employee and his/her family to their place of employment in the SSA or equivalent. The maximum claim payable where other means of travel

- are utilized such as ground transport (private vehicle, etc.) including the cost of fuel, meals and lodging en route cannot exceed the total expense that would have been incurred had the trip been made by the most economical airfare,
- b) Where only unfurnished accommodation is available at destination, transportation costs via the most cost effective means for up to 1.814kg (4,000.lbs.) of personal effects for single persons and up to 6.804kg (15,000.lbs.) of personal effects for married/common law persons, and
  - c) Where furnished accommodation is available at destination, transportation costs via the most cost effective means for up to 680kg (1,500.lbs.) of personal effects for single persons and up to 1.814kg (4,000.lbs.) of personal effects for married/common law persons.

***6.3.2. Employees Resigned or Terminated:***

If the employee resigns or is terminated with cause prior to the completion of 2 full years of employment, relocation or removal expenses shall not be paid. Removal expenses for employees employed for a period greater than 2 years shall be paid on a pro-rated basis as listed in Schedule B, or at the discretion of the Board. Relocation expenses are limited to the lesser of the relocation costs to the location that the person was living prior to being hired by the Board or Edmonton, AB, or another location, at the discretion of the Board.

***6.3.3. Employees that Register or are terminated with Cause:***

If an employee is terminated with cause at any time, he/she shall not be paid removal or relocation expenses. Employees that do not pass their probation period may have their removal expenses paid at the discretion of the Board.

***6.3.4. Contract Employees:***

Personnel who are on contract and resign prior to completion of their contract shall be responsible for their relocation expenses.

***6.3.5. Personal Expenses:***

Personal expenses shall not be paid if an employee resigns or is terminated with cause.

***6.3.6. Board Discretion:***

The Board may, at its discretion, determine whether employees are entitled to expense reimbursements.

**6.4 Probationary Period**

***6.4.1. New Employees:***

All new employees shall be put on a 12-month probation period and a performance evaluation shall be conducted after three (3), six (6) and 12 months of employment by the Executive Director.

**6.4.2. Termination:**

If during the probationary period it is determined that the employee is not able to fulfil the job requirements, the employee may be released

**6.4.3. Extensions:**

Extensions of the probationary period may be made at the discretion of the Executive Director after consultation with the Board.

**6.4.4. Executive Director:**

The Executive Committee shall conduct the probationary period and performance evaluation for the Executive Director's position after consultation with the Board.

**6.5 Performance Evaluation**

**6.5.1. Annual Performance Evaluation:**

A performance evaluation of all employees shall be conducted at least once a year by the Executive Director and shall be handled in a confidential manner.

**6.5.2. Executive Director:**

The Executive Committee shall conduct the annual performance evaluation of the Executive Director and present the results of the evaluation to the Board.

**6.5.3. Employee Involvement:**

The employees shall be given the opportunity to discuss all evaluations with the Executive Director, may submit written comments on the evaluations and shall sign all evaluations to indicate that the contents have been read, reviewed and understood.

**6.5.4. Evaluation Recommendations:**

In the event of a performance issue, the employee shall be advised, in writing, of the issue(s) and be provided with a list of recommendations for improvement and timelines within which improvements must be made. A performance evaluation shall be conducted no more than three (3) months following the recommendations.

**6.5.5. Report to the Board:**

A confidential report shall be provided to the Board after all evaluations have been completed.

**6.5.6. Special Leave:**

If it is determined that the performance issues of an employee are related to alcohol or drug abuse, the Board may recommend that the employee be granted Special Leave, pursuant to the policy. [

## **6.6 Personnel Files**

### ***6.6.1. Security of Personnel Files:***

The Executive Director shall keep individual files on all employees that shall include performance evaluations, attendance records, record of accumulated annual leave, sick leave & lieu time, and correspondence relating to personnel matters. The Executive Director shall maintain the security of such files.

### ***6.6.2. Employee Review of Files:***

Individual personnel files shall be made available for an employee's review during office hours in the presence of the Executive Director.

### ***6.6.3. Employee Leave Records:***

Time records (annual leave, sick leave, special leave & lieu time) for all employees shall be kept by the Office Manager in the main office filing system. The Office Manager and employee will update and review these files as needed.

## **6.7 Disciplinary Action**

### ***6.7.1. Discipline Procedure:***

With the exception of serious employment misconduct, which may be cause for more serious disciplinary action or for immediate dismissal as determined in the Executive Director or the Board's discretion, employee misconduct shall be dealt with in the following manner:

Any employee whose actions merit discipline will participate in a verbal discussion wherein the supervisor or Executive Director discusses the behaviour or omission in question and informs the employee what is expected in the future. A written warning may or may not be provided, and the presence or absence of a written warning is not necessarily related to the seriousness of the issue or intent to discipline further. If the employee does not improve the behaviour or performance as required, the employee will be subject to further discipline up to and including termination of employment.

## **6.8 Release**

### ***6.8.1. Release after Disciplinary Action:***

If, disciplinary action, set out in Section 6.7, results in the employee's termination, the employee shall be notified of his/her release verbally and in writing.

### ***6.8.2. Termination with Cause:***

Employees may also be terminated if performance evaluations show that the employee is unable to fulfil their responsibilities in a satisfactory manner or if the employee's conduct otherwise amounts to just cause.



## **6.10 Resignation**

### **6.10.1. Resignation Time Period:**

All resignations shall be given in writing to the Executive Director at least 21 days in advance.

## **6.11 Property**

### **6.11.1. Return of Property:**

All property belonging to the SRRB shall be returned prior to a final pay cheque being issued.

## **6.12 Termination Pay**

### **6.12.1. Termination Pay Entitlement:**

An employee who has one or more years of continuous employment and who is terminated without cause is entitled to severance pay upon termination, at the following rates:

3 months to 1 full year of service 2 weeks severance pay  
2 full years of service 4 weeks severance pay

More than two full years of service 4 weeks plus 1 week per year of service  
over two (2) years (to a maximum of 8 weeks)

Employees shall not be entitled to any other additional notice or pay in lieu at common law, or to any other civil remedies relating to notice or pay in lieu of any kind.

### **6.12.2. No Termination Pay:**

Termination pay shall not be paid to employees that resign or are terminated with cause.

## **6.13 Hours of Work**

### **6.13.1. Working Hours:**

Working hours of the SRRB are from 8:30 a.m. to 5:00 p.m. from Monday to Friday with one (1) hour off for lunch between 12:00 p.m. and 1:00 p.m. Staff members that are repeatedly late for work, or repeatedly leave work early shall be reprimanded,. Flex hours are at the discretion of the Executive Director and Executive Committee.

## **6.14 Attendance**

### **6.14.1. Introduction:**

Employees are expected to work regularly and on time. When an employee's attendance is unsatisfactory, corrective action shall be taken. This does not include absences during Sick Leave (6.19), Maternity/Paternity Leave (6.20), Leave Without Pay (6.21), Special Leave (6.22) and Statutory Holidays (6.23).

### **6.14.2. Definitions:**

- a) **Unscheduled absence** means an employees' absence from the workplace that has not been authorized in advance. An unscheduled absence may be recorded as an absent without leave.
- b) **Without leave** means an employee's unauthorized absence from the workplace during scheduled hours of work. This is a breach of the standard of conduct.

### **6.14.3. Expectations:**

- a) Employees must attend work during their regularly scheduled hours of work,
- b) The employer has a right and responsibility to know where employees are during scheduled hours of work, and
- c) Attendance registers may be maintained by the Office Manager. The registers will record the attendance and absences of each employee with sufficient information to substantiate.

### **6.14.4. Unscheduled Absence:**

An employee must request authorization of any unscheduled absence as soon as reasonably possible after learning that the absence will occur. The request must include a reason for the absence and an estimate of the duration of the absence. The Executive Director may require employees to submit their requests in writing.

### **6.14.5. Nature of Unscheduled Absence:**

The Executive Director will act reasonably in determining whether any unscheduled absence from the workplace will be authorized. To ensure fair treatment of an unscheduled absence, managers shall consider the circumstances of each absence when determining if the absence will be authorized.

Factors that may be considered in the employer's discretion include, but are not limited to the following:

- a) Was the absence longer than "just a few minutes"?
- b) Was it within the employee's control?
- c) Could it have been anticipated, avoided or reduced?
- d) Was it disruptive to operation?
- e) Is the employee absent frequently?
- f) Is there a pattern to the absences?
- g) Is it a repeated absence for the same reason?
- h) Is it a repeated absence within a short time?

- i) Is the employee's reason for the absence doubtful?

**6.14.6. Procedures:**

The employee shall verbally request the Executive Director's authorization of any unscheduled absence, including lateness, from the workplace. Managers may ask for the request to be submitted in writing.

**6.14.7. Authorization of Leave:**

Authorization of leave will be granted only if the Executive Director deems, in their sole discretion, the absence to be reasonable and unavoidable.

**6.14.8. Paid Leave:**

If authorized as paid leave, the leave is entered in the employee's leave records, i.e., credits used and type of leave.

**6.14.9. Unpaid Leave:**

If authorized as unpaid leave:

- a) The employee's pay shall be reduced to reflect the unauthorized time away from work. If absences are frequent, pay reductions may be accumulated to simplify administration; or
- b) At the employee's request and the manager's discretion, the employee may be permitted to make up the time outside of regularly scheduled hours of work, at straight time.

**6.14.10. Disciplinary Action:**

Absence without authorization is subject to disciplinary action.

**6.15 Salary & Benefits**

**6.15.1. Pay Schedule:**

Employees shall be paid bi-weekly, including Northern Living Allowance, net pay after Income Tax, CPP, EI, NWT Payroll Tax, and other appropriate benefit deductions.

**6.15.2. Benefits:**

Rice Financial administers employee's benefits. Benefit costs are shared: each employee pays 50% of the total contribution, and the employer pays 50% of total contribution. Each individual must be covered, unless the Board decides otherwise. If the employee is covered by their spouse's or common law partner's medical plan, the employee is not required to have medical coverage with Rice Financial. Medical and pension benefits are deducted 24 times a year (there are two (2) pay periods without deductions).

## **6.16 Benefits**

### **6.16.1. Medical Benefits:**

Medical benefits shall be paid to all full time salary employees. Amount of contribution is calculated on individual bases (factors that effect total cost are sex, age, individual or family coverage, status (Aboriginal) or non-status person). Discounted rates are available to status Aboriginals, because Medical Service Branch (MSB) pays a part of the medical expenses.

Medical benefits consist of:

- a) Group Life Insurance
- b) Accidental Death & Dismemberment
- c) Dependent Life Insurance
- d) Short Term Disability
- e) Long Term Disability
- f) Extended Health Care (Vision Care, Dental Care)

### **6.16.2. Waiting Period:**

There is a three (3) month waiting period for medical benefits. However, this waiting period may be waived in the Board's sole discretion.

### **6.16.3. EI Reduction:**

EI reduction is available as a result of short-term disability built in medical plan.

### **6.16.4. Optional Life Insurance:**

Optional life insurance for spouse or common law partner is available.

### **6.16.5. Termination of Employment:**

After termination of employment, each employee has a life insurance conversion option (individual decides to continue paying life insurance on his own). The form should be signed and forwarded to Rice Financial. Employees must apply for the conversion option within 31 days from the date of termination.

## **6.17 Pension Benefits**

### **6.17.1. Waiting Period:**

Pension benefits are deducted from the start of employment (no waiting period).

### **6.17.2. RRSP Contribution:**

An RRSP contribution of 11% of total gross pay (including northern allowance) shall be provided to all full time salary employees. Half of the contribution (5.5% of total gross pay) shall be paid by the employer and half of the contribution (5.5% of total gross pay) shall be paid by the employee.

### ***6.17.3. Optional Plans:***

Optional savings plans and RRSP contributions (above 11% of current contribution) are available. Employee meetings with Rice Financial are available to discuss savings plan options.

### ***6.17.4. Termination of Employment:***

After termination of employment, the member will be forwarded an “Option Statement”, laying out their various choices in regards to their pension funds. The member will have 90 days to make their election or their funds will be put into paid-up status and as the member will be considered an inactive member of the pension plan.

## **6.18 Salary Increases**

### ***6.18.1. Salary Increases:***

Salary increases, may be provided on the basis of merit, increased job responsibility, and incentives to hire/retain staff. All salary increases shall be recommended by Executive Director and approved by the Board. Merit increase percentages may be recommended by the Executive Director and approved at the discretion of the Board.

The board shall deal with merit increases. At all times, salary increases remain in the sole discretion of the Board.

## **6.19 Salary Advances**

### ***6.19.1. Salary Advance Payment:***

Salary advances shall be limited to the amount currently earned minus deductions and shall be given only in emergency situations or extraordinary circumstances on approval by the Executive Director in her sole discretion. Salary advance requests must be submitted in writing.

## **6.20 Statutory Holidays**

### ***6.20.1. Statutory Holiday:***

The following days shall be considered statutory holidays for employees of the SRRB:

- New Year’s Day – Jan. 1
- Good Friday – Friday between the dates of Mar 22 to Apr 25
- Easter Monday – Monday between the dates of Mar 22 to Apr 25
- Victoria Day – 4<sup>th</sup> Monday in May
- Treaty Day – 1<sup>st</sup> Week of Jun (1/2 day only)
- National Aboriginal Day – Jun. 21
- Sahtu Land Claim Day – Jun. 23
- Canada Day – Jul. 1
- Civic Holiday – 1<sup>st</sup> Monday in Aug
- Labour Day – 1<sup>st</sup> Monday in Sept

- Thanksgiving Day – 2<sup>nd</sup> Monday in Oct
- Remembrance Day – Nov. 11
- Christmas Day – Dec. 25
- Boxing Day – Dec. 26

Local civic holidays as proclaimed by Municipal Authority or Sahtu Secretariat Incorporated may be included in the employer's discretion as one additional day of holiday..

## **6.21 Overtime Pay and Lieu Time**

### **6.21.1. Payment:**

Overtime pay will not be provided unless approved in advance by the Executive Director.

### **6.21.2. Lieu Time Authorization:**

All requests to accumulate lieu time must be pre-authorized by the Executive Director.

### **6.21.3. Lieu Time:**

Lieu time shall be accumulated at a rate equal to the hours of overtime worked and shall be recorded on time sheets submitted bi-weekly to the Executive Director. Every effort should be made to utilize lieu time within thirty days of accumulation.

- a) If travelling on SRRB business on a Saturday, Sunday or Statutory Holiday, a maximum of four (4) hours of lieu time may be accumulated, and
- b) If required to work on a Saturday, Sunday or Statutory Holiday, due to SRRB business, up to seven and a half (7.5) hours of lieu time may be accumulated.

### **6.21.4. Requesting Lieu Time Leave:**

Employees shall submit a leave form requesting lieu time prior to taking leave.

### **6.21.5. Combined Lieu Time and Work Time:**

Employees may take lieu time when travelling for official SRRB business, providing taking such leave does not result in additional costs for the Board. Approvals of such lieu time requests are at the discretion of the Executive Director and Executive Committee. Employees are responsible for all non-work related costs incurred resulting from lieu time.

### **6.21.6. Carry Forward of Lieu Time:**

Carry forward of lieu time from one year to the next is not permitted. Rather, the employee may be required to take the time off before the end of the calendar year, or be paid out. Either action shall be at the discretion of the Executive Director.

**6.21.7. Payout of Lieu Time:**

Payout of accumulated lieu time shall be made upon completion of term, resignation or release.

**6.21.8. Payout Rate of Lieu Time:**

Payout of lieu time shall be at a rate equal to the number of hours of lieu time accumulated x time and a half (1.5) x gross daily pay.

**6.22 Annual Vacation**

**6.22.1. Annual Vacation Schedule:**

Employees shall accrue annual vacation at a rate of

- a) 1.25 days per calendar month (15 regular working days per year) for less than 2 years of employment.
- b) 1.67 days per calendar month (20 regular working days per year) after 2 years of employment.
- c) 2.08 days per calendar month (25 regular working days per year) after 5 years of employment.

**6.22.2. Annual Vacation Qualifying Period:**

Annual vacation shall not be given until after **6 months** of employment at which time accumulated leave may be taken. Annual leave may be granted beyond that accumulated at the discretion of the Executive Director.

**6.22.3. Annual Vacation Earned:**

Employees shall accrue annual vacation for each month provided that they have worked more than 15 working days of that month.

**6.22.4. Requesting Annual Vacation:**

Employees shall, wherever possible, submit a request in writing for annual vacation at least 15 working days in advance.

**6.22.5. Authorization of Annual Vacation:**

Annual vacation shall be authorized by the Executive Director, in her sole discretion, who shall give due consideration to the efficient operations of the SRRB. The Chairperson shall approve vacation for the Executive Director.

**6.22.6. Using Annual Vacation:**

Employees shall make every effort to use annual vacation in the year in which it is earned.

**6.22.7. Combined Annual Vacation and Work Time:**

Employees may take annual vacation when travelling for official SRRB work, providing taking such vacation does not result in additional costs for the Board. Approvals of such annual vacation requests are at the discretion of the Executive Director.

**6.22.8. Carry Forward of Annual Vacation:**

Carry forward of annual vacation from one year to the next may be allowed or may be paid out at the discretion of the Executive Director. Where approved, no more than one year's annual vacation may be accumulated to the following year. No accumulation of annual vacation to be greater than what could be earned.

**6.22.9. Payout of Annual Vacation Accumulated:**

Payout of accumulated annual vacation shall be made upon completion of term, resignation or the termination of employment.

**6.22.10. Payout & Repayment Rate of Annual Vacation:**

Payout or repayment of annual vacation shall be made at a rate equal to gross daily pay x the number of days of annual vacation accumulated or owed.

**6.22.11. Vacation Pay for Casual Employees:**

Casual and hourly wage employees shall be granted vacation pay at the rate of four per cent (4%) of annual wages of the employee for each of the first five years of employment and 6% of the annual wages of the employee for the 6<sup>th</sup> subsequent years of employment .

**6.23 Sick Leave**

**6.23.1. Sick Leave Provision:**

Employees will be entitled to sick leave with pay, which shall accrue at a rate of 1.25 days per calendar month. Casual, term, hourly wage or summer students are not entitled to sick leave with pay. Term employees over 4 months may be given sick leave benefits at the discretion of the Executive Director.

**6.23.2. Reporting of Sick Leave:**

Absence due to sickness should be reported as soon as possible. Staff reporting sick leave must contact the Executive Director at or before 9:00 a.m. on the day they are sick. Staff not reporting at or before 9:00 a.m. may be required to use annual leave or lieu time.

**6.23.3. Certification of Sick Leave:**

Sick leave requests may require a medical certificate signed by a qualified medical practitioner. A medical certificate may also be required for any additional sick leave requests, where the employee has been previously granted nine days sick leave during the previous twelve months.

**6.23.4. Sick Leave Accumulated:**

Sick leave may be accumulated from year to year.



**6.23.5. Sick Leave Limitation:**

If an employee resigns, retires, is released, or otherwise leaves the employ of the SRRB, he/she shall not be entitled to be paid for accumulated sick leave.

**6.24 Pregnancy and Parental Leave**

**6.24.1. Pregnancy and Parental Leave:**

Pregnancy and parental leave shall be in accordance with the NWT Employment Standards Act.

**6.24.2. Adoptions:**

An employee may be given one (1) day leave with pay to facilitate proceedings of an adoption into or from the immediate family.

**6.25 Leave Without Pay**

**6.25.1. Leave Without Pay:**

Leave without pay may be granted by the Executive Director in special circumstances after a written request is submitted.

**6.26 Special Leave**

**6.26.1. Compassionate Leave:**

Compassionate leave with pay may be granted for a period of up to a maximum of five (5) working days at the discretion of the Executive Director, when there is a death or serious illness in the immediate family.

**6.26.2. Bereavement Leave:**

An employee is entitled to bereavement leave with pay to attend the funeral of, or a memorial service for a family member.

The period of bereavement leave with pay to which an employee is entitled is:

- a) One half (1/2) day if the funeral or memorial service will take place in the community in which the employee resides; or,
- b) One (1) day if the funeral or memorial service will take place outside the community in which the employee resides.

An employee may be entitled to additional bereavement leave without pay pursuant to the *Employment Standards Act*.

**6.26.3 Extraordinary Circumstances:**

Special leave may be granted with or without pay under extraordinary circumstances on the approval of the Executive Director in his or her sole discretion.

## **6.27 SRRB Work Combined with Employee Leave**

### ***6.27.1. Combined Work and Leave:***

In some situations, employees may request they be allowed to conduct SRRB work, attend workshops, courses, or conferences while they are on leave (annual leave, lieu time, special leave). The Executive Director or Executive Committee, on a case-by-case basis, will consider such requests. If approved, the Board will cover expenses incurred to conduct SRRB work and staff will be able to claim time for the work. Expenses not covered will be costs normally incurred with the employee's leave.

## **6.28 Other Leave**

### ***6.28.1. Civic Leave:***

Civic leave may be granted with or without pay to an employee to attend civic events, meetings or to be of public service, at the sole discretion of the Executive Director.

### ***6.28.2. Casual Leave:***

Casual leave may be granted with or without pay for short-term leave (1-4 hours) during the normal working day at the sole discretion of the Executive Director. Casual leave covers professional appointments with a Doctor, Dentist, Lawyer, Bank, interviews and other short term appointments that may fall within the normal working hours.

### ***6.28.3 Court Leave:***

An employee required by law to appear in court as a member of a jury or as a witness, will be paid the difference between the pay received for such court service and the employee's base rate of pay.

The employee is expected to show their summons to the Executive Director as soon as possible so that arrangements may be made to accommodate the employee's absence.

## **6.29 Professional Development**

### ***6.29.1. Authorization of Professional Development:***

The Executive Director may authorize professional development if there is evidence of satisfactory job performance and the professional development is related to the present position.

### ***6.29.2. Eligible Employees:***

All employees are eligible for professional development. The Board, in its discretion, may cover costs associated with the professional development providing the individual successfully completes the course and it is within the financial means of the SRRB.

### **6.30 Trainees, Term, Casual and Hourly Wage Employees**

Section 6.30 applies to all term, casual and student employees unless exempted in their employment agreement.

#### **6.30.1. Salary:**

Salary will be based on the position and experience of the individual.

#### **6.30.2. Vacation Pay:**

Casual and hourly wage employees shall be granted vacation pay at the rate of four per cent (4%) of annual wages of the employee for each of the first five years of employment and 6% of the annual wages of the employee for the 6<sup>th</sup> subsequent years of employment.

#### **6.30.3. Time Off:**

Time off without pay will be given at the discretion of the Executive Director.

#### **6.30.4. Northern Allowance:**

Employees working longer than six (6) months are eligible for the Northern Allowance. Northern Allowance payments will be based on Schedule B.

#### **6.30.5. Performance Evaluation:**

Trainees and term employees will undergo performance evaluations every two (2) months, or when deemed appropriate by the Executive Director to assess the progress of the employee.

#### **6.30.6. Sick and Special Leave:**

Term, casual and student employees are not eligible for paid sick or special leave unless it is specifically offered in their offer of employment. Leave without pay shall be granted pursuant to the *Employment Standards Act*.

#### **6.30.7. Lieu Time:**

Term, casual and student employees may accumulate lieu time.

### **6.31 Code of Conduct and Ethics of Employees**

#### **6.31.1. Introduction:**

- a) The people of the Sahtu have a right to services, which are efficient, impartial and have integrity,
- b) Conflicts should not exist, nor appear to exist, between official duties and an employee's private interests, and
- c) A conflict of interest occurs when an employee's private interests and activities are at odds with the responsibilities of public service employment.

**6.31.2. Employee Guiding Principles:**

- a) Employees must perform official duties and arrange private affairs so public trust in the integrity and objectivity of the SRRB is conserved and strengthened. Employee's actions must withstand close public scrutiny,
- b) Employees must arrange all private matters so conflicts of interest do not arise,
- c) Employees may not ask for or accept any money or other benefits, except compensation and expenses, incidental gifts, usual hospitality, and other normal benefits, for any public service duties,
- d) Employees may not step out of official roles to help others in dealings with the SRRB if this would result in preferential treatment,
- e) Employees may not take advantage of, or benefit from, confidential information gained as a result of official duties, and
- f) Employees may not directly or indirectly use, or allow the use of, SRRB property of any kind, except for officially approved activities. This includes property leased to the Board. Questions should be referred to the Executive Director.

**6.31.3. Compliance:**

Employees are responsible for making sure there are no conflicts of interest.

**6.31.4. Professional Conduct:**

Employees are expected to conduct themselves in a courteous and business-like manner when dealing with associates and the public.

**6.31.5. Board Representatives:**

Employees are reminded that they represent the SRRB and conduct at all times should be consistent with the ideals of the Board.

**6.31.6. Employee Responsibilities:**

- a) Employees are expected to carry out assigned duties promptly, courteously and competently,
- b) Employees are expected to attend work regularly and be on time,
- c) Employees must abide by the Harassment Policy Section (7 & 8). Employees, including Managers, must ensure their conduct contributes to a workforce that is free from harassment and discrimination,
- d) Employees must not smoke in the workplace, and
- e) Employees may not allow the use of alcohol or drugs to interfere with the performance of duties or harm the image of the board.

**6.31.7. Discipline:**

This section on ethics is a condition of employment. Employees who do not follow the section may be disciplined. Discipline may include termination from the SRRB.

**6.31.8. Political Activity:**

Employees may join a political party or give money to any political candidate or party. However, employees who wish to become involved in politics cannot:

- a) Participate in any political activity during working hours,
- b) Use Board premises, supplies or equipment for any activity, and
- c) Display or distribute any campaign literature on Board premises.

## **6.32 Confidentiality**

### ***6.32.1. Information Acquired:***

Information acquired in the course of employment with the SRRB shall remain confidential.

### ***6.32.2. Politically Sensitive Information:***

Politically sensitive information, negotiating positions, etc., shall remain confidential during and after employment unless otherwise authorized.

## **6.33 Membership in Other Organizations**

### ***6.33.1. Membership Policy:***

Personnel of the SRRB are free to be members of any club or political organization representing interests locally, regionally, territorially or federally so long as it does not interfere with their work or position, jeopardise the standing of the SRRB or conflict with the ideals and objectives of the SRRB.

## **6.34 Outside Employment or Activities**

### ***6.34.1. Outside Employment Restrictions:***

- a) Employees of the SRRB are prohibited from carrying on business, taking employment outside the SRRB or getting involved in any outside activity when:
  - i. A conflict of interest may develop between his/her regular work and his/her outside employment or activity,
  - ii. It jeopardises the standing of the SRRB or conflicts with the ideals and objectives of the SRRB,
  - iii. Certain knowledge and information available to the employee places the individual at an unfair advantage,
  - iv. There could be demands inconsistent with official duties and responsibilities, and
  - v. It calls into question the employees' capacity to perform official duties and responsibilities objectively,
- b) Employees must receive prior approval from the Executive Director for their outside employment or activity. The Executive Director will decide whether any outside employment or activity is a conflict of interest,
- c) Employees must not perform any outside activity so it appears an official act or to represent a Board opinion or policy,
- d) Employees may not operate or permit a private business to be operated out of Board accommodation, and

- e) At no time, may the employee promote, utilize SRRB facilities or equipment or undertake his/her outside business during SRRB working hours.

## SECTION 7.0 HARASSMENT

### **7.1 Harassment**

#### ***7.1.1. Free from Harassment:***

The Board is committed to promoting a work environment characterized by dignity, respect and professionalism which is free from harassment.

### **7.2. Application**

These guidelines and procedures apply to all employees of the Sahtu Renewable Resources Board and its agents, and aim to create a workplace that is free from harassment based on race, colour, ancestry, nationality, ethnic origin, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity, marital status, family status, family affiliation, political belief, political association, social condition, a conviction that is subject to a pardon or record suspension, or any other ground protected by the Northwest Territories Human Rights Act, and free from bullying.

#### ***7.2.1. Definitions:***

- a) “Workplace” is defined broadly and includes any worksites or work environment where SRRB employees carry out their employment duties, and includes work-related functions at which employees are present by virtue of their employment at the SRRB, as well as off-site work assignments, work-related conferences, training sessions, or work-related travel.
- b) “Harassment” is defined as non-consensual behaviour that is likely to offend or humiliate an individual, and is known or should be known to be unwelcome. Harassment can include displays of offensive material, physical contact, teasing or taunting based on a person’s race, colour, ancestry, nationality, ethnic origin, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity, marital status, family status, family affiliation, political belief, political association, social condition, a conviction that is subject to a pardon or record suspension, or any other ground protected by the Northwest Territories *Human Rights Act*.
- c) “Sexual harassment” is defined as any conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation to any employee or that might be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- d) “Bullying” is defined as any behaviour in the workplace that is persistent, abusive, intimidating or insulting in nature and that causes another individual to feel threatened, humiliated, distressed or vulnerable, and can include behaviour captured by the definition of harassment.
- e) “Confidential information” is defined as information that is private and protected. Confidential information is received in trust and protected from disclosure, except where the information must be released to comply with the rules governing arbitration or legal proceedings.

### **7.3 Guidelines**

**7.3.1.** Board employees are responsible for respecting the rights of others and contributing to a work environment that is free from harassment.

Employees who experience harassment, sexual harassment, or bullying at the workplace should communicate to the perpetrator that the conduct is unwelcome and must stop immediately.

Employees are encouraged to contact the Executive Director as soon as possible to report the behaviour.

**7.3.2.** Harassment complaints are treated seriously and confidentially.

All reports of bullying and harassment will be investigated in a timely and confidential manner by the Executive Director or the Board Chairperson. Investigations into allegations of bullying or harassment will be conducted fairly and impartially, and the individual accused of bullying or harassment will be given the opportunity to respond and provide an explanation.

All complaints and investigations are confidential, and information will only be disclosed for the purposes of the investigation or discipline. To the extent that the parties to the complaint choose to initiate proceedings outside of the SRRB's internal procedures, confidentiality cannot be guaranteed.