

# **SAHTU RENEWABLE RESOURCES BOARD**

## **OPERATING PROCEDURES**

*Revised March 2008*

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 1.0 GOVERNING POLICIES**

### **1.1 AUTHORITY**

The Sahtu Renewable Resources Board (SRRB) was established through the Sahtu Dene and Metis Comprehensive Land Claim Agreement (SDMCLCA) and the Sahtu Dene and Metis Land Settlement Act (Bill C-16). The SRRB is the main instrument of wildlife and forest management in the Sahtu Settlement Area (SSA) (13.8.1, 14.1.9, 14.1.10).

#### ***1.1.1. Interpretations and Definitions:***

- a) Sahtu Renewable Resources Board is referred to as the "Board" and is defined in the SDMCLCA.
- b) Operating Procedures refer to this document and outline how the Board will operate.
- c) Implementation Plan for the SDMCLCA outlines the programs, boards and budgets to implement the SDMCLCA.
- d) References to numbered sections refer to sections in the SDMCLCA.
- e) References to Participants refer to registered Sahtu Dene and Métis as defined in the SDMCLCA.
- f) References to Wildlife refer to all mammals, birds, and fish as defined in the SDMCLCA.
- g) Products of Wildlife include those parts traditionally consumed for food by Aboriginal people.

### **1.2 MISSION STATEMENT**

- To protect, conserve, and manage, in a cooperative spirit, all renewable resources within the Sahtu Settlement Area in a sustainable manner to meet or exceed the needs of the public today and in the future for generations to come, and
- To assist communities with the management of wildlife and habitat for the benefit of the people of the Sahtu Region.

#### **In carrying our mission we will...**

1. Respect Aboriginal culture and traditions and be guided by the knowledge and wisdom of elders.
2. Work in partnership with Renewable Resource Councils (RRC) and their communities to determine priorities, while recognizing the overall requirements of the Sahtu.
3. Work in a cooperative and coordinated manner with the Sahtu Land Use Planning Board, the Sahtu Land & Water Board, The Sahtu Secretariat Incorporated, the Mackenzie Valley Environmental Impact Review Board, and the Mackenzie Valley

- Land & Water Board and maintain positive working relationships with the federal and territorial governments.
4. Ensure that wildlife and their habitats are managed in a manner that meets the needs of both the present and future generations.
  5. Ensure that management of wildlife and their habitats is in harmony with the principals of Sahtu self-government.
  6. Remain flexible in order to adapt to changing and evolving priorities.
  7. Ensure that consultation with communities is carried out in a manner consistent with the Sahtu Dene and Metis Comprehensive Land Claim Agreement, Chapter 2.

### **1.3 POWERS**

#### ***1.3.1. Policies and Regulations:***

Establish policies and propose regulations with respect to:

- a) The harvesting of wildlife (13.8.23.(a)(i)),
- b) The commercial harvesting of wildlife (13.8.23.(a)(ii)),
- c) Commercial activities relating to wildlife including (13.8.23.(a)(iii)),
  - i) Commercial establishments and facilities for commercial harvesting; propagation, cultivation and husbandry of furbearers and other species; and commercial processing, marketing and sale of wildlife and wildlife products.
  - ii) Guiding and outfitting services, and
  - iii) Hunting, fishing and naturalist camps and lodges.
- d) The harvesting of trees, (14.1.9.(a)(i)), and
- e) The commercial harvesting of trees (14.1.9.(a)(ii)).

#### ***1.3.2. Management Plans:***

- a) Approve plans for the management and protection of particular wildlife populations, including transplanted populations and endangered species, and particular wildlife habitats including conservation areas, territorial parks and national parks (13.8.23.(c)), and
- b) Approve forest conservation and management plans and policies within the SSA, which may include:
  - i) Determination of areas for commercial harvesting of trees and the terms and conditions of such harvesting which may include cutting rates, yields, reforestation measures and the employment and training of Participants,
  - ii) Provisions for forest management agreements with licences and owners, and
  - iii) Provision for forest fire management activities (14.1.9.(b)).

#### ***1.3.3. Designations:***

Approve the designation of conservation areas and endangered species (13.8.23.(d)).

**1.3.4. *Park Management:***

Approve provisions of interim management guidelines, park management plans and policies that impact on wildlife and harvesting by the Participants in a national park (13.8.23.(e)).

**1.3.5. *Regulations:***

Approve regulations that may be proposed by Government when implementing a Board decision (13.8.23.(f)).

**1.3.6. *Government Referrals:***

Review any matter in respect to wildlife management referred to it by Government (13.8.23.(h)).

**1.3.7. *Commercial Harvesting:***

Determine whether commercial harvesting is to be permitted in a particular area for a particular species or population and prescribe terms and conditions for such harvesting as necessary (13.7.1, 14.1.9.(b)(i)).

**1.3.8. *Review of Decisions:***

Review decisions of a RRC not to consent to commercial harvesting of wildlife or forests (13.7.1, 14.1.7.(c)).

**1.3.9. *Special Harvesting Area:***

Change or remove any special harvesting areas and the conditions attached thereto, with the consent of the affected RRC or RRCs (13.4.4.(d)).

**1.3.10. *Appeals:***

The Board will consider applications from non-Participants to review the refusal, or the conditions attached to any permission, granted by a RRC to harvest on non-Sahtu lands within the SSA. The decision of the Board shall not be subject to review by the Minister (13.4.7).

**1.3.11. *Permits or Licences:***

The Board may require Participants to obtain permits or licences for the purpose of regulating harvesting (13.4.19.(b)).

**1.3.12. *Studies and Research:***

Participate in harvesting studies, data collection and evaluation of wildlife research. The Board will have an independent research capability to the extent agreed by government and which does not duplicate research, which is otherwise available to it (13.8.38).

**1.3.13. *Harvest Study:***

Design and conduct the Sahtu Settlement Area Harvest Study (13.5.6, 13.8.38).

**1.3.14. Total Allowable Harvests:**

Establish, modify or remove the Total Allowable Harvest level for various species and populations in the SSA (13.5.2, 13.5.3, 13.5.4), which may include limiting Participant harvesting in accordance with procedures (13.5.1).

**1.3.15. Allocation of Harvests:**

Allocate the Total Allowable Harvest for certain species or populations to Participants and non-Participants, including:

- a) Allocating a portion or all of Total Allowable Harvest to the Participants to meet the Sahtu Minimum Needs Level (13.5.3). In establishing and adjusting the Minimum Needs Level, the Board will consult with the RRCs and consider relevant factors (13.5.5).
- b) Allocating a portion of any Total Allowable Harvest in excess of the Minimum Needs Level to non-Participants (13.5.11, 13.5.12, 13.5.13), and
- c) Consideration of the listed factors in allocating any Total Allowable Harvest in excess of the Minimum Needs Level (not in order of priority):
  - i) Requirements of long-term residents of the Mackenzie Valley who are non-participants who rely on wildlife from the SSA for food for themselves, their families and their dogs,
  - ii) Personal consumption needs of other Aboriginal peoples who have harvesting rights in the SSA,
  - iii) Resident and non-resident sport hunting and fishing,
  - iv) Commercial demand inside and outside the SSA, and
  - v) Demand by lodges and outfitters (13.5.15).

**1.3.16. Hearings:**

The Board may make rules respecting the procedures for conducting hearings, making application, representations and complaints. The Board may hold public hearings when considered desirable and shall do so when considering Total Allowable Harvest and a Sahtu Needs Level for a species (13.8.18), (13.8.21).

**1.3.17. Inquiries:**

The Board shall have powers of a commissioner under the Inquiries Act; however, it may not subpoena Ministers (13.8.19).

**1.3.18. Land Claim Agreement:**

Request the parties to the Sahtu Dene and Métis Comprehensive Land Claim Agreement to review any of its provisions (13.8.36.(b)).

**1.4. Advisory Powers to Government**

**1.4.1. Draft Legislation:**

Review legislation respecting wildlife, wildlife habitat, forestry and forestry management including the fighting and control of forest fires (13.8.32.(a), 14.1.10.(a)).

***1.4.2. Land Use Policies:***

Review policies, which will likely affect wildlife, wildlife habitat and forestry or forest management (13.8.32.(b), 14.1.10.(b)).

***1.4.3. Agreements:***

Review proposed inter-provincial or international agreements, which will likely affect wildlife, wildlife harvesting or wildlife habitat (13.6.2, 13.6.3, 13.8.32.(c)).

***1.4.4. Parks:***

Review proposals to establish new national parks or territorial parks (13.8.32.(d)).

***1.4.5. Public Education:***

Develop plans for public information concerning wildlife, wildlife harvesting and wildlife habitat (13.8.32.(e)).

***1.4.6. Research Evaluation:***

Review policies respecting wildlife, forestry, and forest management research and the evaluation of such research in the SSA (13.8.32.(f),(14.1.10.(c)).

***1.4.7. Co-operative Management and Research:***

Plan for co-operative management and research relating to species and populations not wholly within the SSA (13.6.2, 13.6.3, 13.8.32.(g)).

***1.4.8. Migratory Birds:***

Review Canadian positions for international consultations and negotiations relevant to migratory bird management in the SSA (13.6.7).

***1.4.9. Training:***

Review plans for training Participants in management of wildlife, forestry, forest management, and related economic opportunities (13.8.32.(h), 14.1.10.(d)).

**1.5 Board and Ministerial Decision Making**

***1.5.1. Decisions to Minister:***

The Board shall forward all its decisions to the Minister, unless the Minister directs otherwise. Where the Board proposes regulations, it shall submit draft regulations to the Minister (13.8.24.(a)).

***1.5.2. Advice to Minister:***

The Board may advise the Minister or Government on any matter relating to wildlife or wildlife habitat at any time whether or not the advice has been requested (13.8.36.(a)).

***1.5.3. Confidentiality:***

All decisions and advice submitted to the Minister shall be confidential until the Minister has considered it or the time allotted for due process has expired, unless the Minister directs otherwise (13.8.24.(b)).

***1.5.4. Minister's Response:***

The Minister may, within 60 days accept, vary or set aside and replace a Board decision. Written reasons will be provided (13.8.25).

***1.5.5. Response to Minister's Written Reasons:***

The Board has 30 days to make a final decision and the Minister retains the authority to accept, vary or set aside and replace it with written reasons (13.8.27, 13.8.28).

***1.5.6. Ministerial Requests:***

The Minister may request the Board exercise a certain power and the Board shall comply within a reasonable time (13.8.34).

***1.5.7. Emergencies:***

The Minister may act in urgent circumstances without the advice of the Board, but this action will be reviewed by the Board (13.8.35.).

## **SECTION 2.0 BOARD MEMBERSHIP AND RESPONSIBILITIES**

### **2.1 Board Composition**

#### ***2.1.1. Board Member Appointments:***

Board Members shall be appointed jointly by the Governor in Council and Executive Council of the Government of the Northwest Territories. The Board shall consist of seven members appointed as follows (13.8.3):

- a) Three (3) Members and three (3) Alternates appointed from nominees of the Federal and Territorial Governments (13.8.3.(a)),
- b) Three (3) Members and three (3) Alternates appointed from nominees of The Sahtu Secretariat Incorporated (13.8.3.(a)), and
- c) The Chairperson, a resident in the SSA, nominated by the Board and appointed jointly by Governor in Council and Executive Council (13.8.3.(b)).

### **2.2 Members**

#### ***2.2.1. Replacement Member:***

Should a Member resign or otherwise leave the Board, the body, which nominated that Member, shall nominate a replacement within 90 days (13.8.7).

#### ***2.2.2. Term of Appointment:***

Each Member shall be appointed to hold office for a specific term not to exceed five years. Members may be re-appointed (13.8.9).

#### ***2.2.3. Conflict:***

Members are not considered to have a conflict of interest if they are public servants or a member of a Sahtu organization (13.8.4.(a)).

#### ***2.2.4. Vacancy:***

A vacancy in the Board does not impair the right of the remainder to act (13.8.8).

#### ***2.2.5. Removal for Cause:***

The Governor in Council and Executive Council may remove a Member from office at any time for cause after consultation with, or at the request of, the party that nominated the Member (13.8.10).

#### ***2.2.6. Conflict of Interest:***

- a) Board Members shall conform to the principles outlined in the Government of Canada's Conflict of Interest Code (June 1994),
- b) It is the responsibility of Board Members to assess their activities with respect to potential conflict of interest, and
- c) Board Members will make every attempt to advise the Board of any and all activities that have the possibility of being construed as in conflict of interest.

## **2.3 The Roles and Responsibilities of the Chairperson and the Board Members**

### **2.3.1. Chairperson Role & Responsibilities:**

- a) Represents the Board to Government agencies, other Boards or Committees, the media and at conferences or other gatherings, as appropriate,
- b) Initiates or supervises the preparation of all Board correspondence,
- c) Reviews all material being considered by Board Members,
- d) Authorizes contracts on behalf of the Board,
- e) Supervises, approves and authorizes the activities of the Executive Director in accordance with the advice given by the Executive Committee and as directed by the Board,
- f) Presides over Board and Executive Committee meetings,
- g) Discipline Board Members for inappropriate behaviour, including issuing a written letter to the Member and the nominating party, and
- h) In the absence or disability of the Chairperson, Board Members shall appoint a temporary Chairperson from their board Members to act as Vice Chairperson.

### **2.3.2. Board Member Responsibilities:**

It is desirable for a public Board to hold unifying views. The SDMCLCA provides some indicators of what the Members' responsibilities should be:

- a) The Board shall act in the public interest (13.8.1.(a)),
- b) Board Members are required to take an Oath (Chapter 13, Schedule III), and
- c) Decisions of the Board made by due process and majority vote must be accepted by all Board Members.

### **2.3.3. Executive Committee Responsibilities:**

- a) Review all material being considered by the Board,
- b) Consult with the RRCs and specific individuals on matters being considered by the Board and its activities among the Participants,
- c) Assist with the distribution of information on the Board and its activities among the Participants, and
- d) Represent the Board as required.

### **2.3.4. Absenteeism:**

Should a Member fail to attend three consecutive meetings without special circumstances, then the Member should be asked to submit a letter of resignation.

### **2.3.5. Lack of Continuity:**

High turnover of Board Members has a similar impact upon a board as absenteeism. There are always delays in replacing Members that leave, and new Members require some orientation to the issues at hand before they can be fully effective in their participation. To promote continuity, the Board will:

- a) Establish rates for honoraria in accordance with Treasury Board guidelines that are fair and equitable (Schedule A),
- b) Provide good communications between the Chairperson, Executive Director and Members to ensure Members remain fully informed of issues,

- c) Ensure Board Members are replaced only for sound reasons, and
- d) Use Alternates when Board Members are absent.

## **2.4 Liability of the SRRB and Indemnities to Board Members and Others**

### ***2.4.1. Liability:***

In discharging any duties or exercising any powers in good faith, the SRRB shall not be liable to any person, whether natural or artificial, for any loss or damage howsoever occurring.

### ***2.4.2. SRRB Funds:***

Every Member of the SRRB or employee or any other person who has undertaken or agrees to undertake any liability on behalf of the SRRB and their heirs, executors, and administrators, and estates and effects, respectively shall from time to time and at all times, be indemnified and saved harmless out of the funds of the SRRB, from and against:

- a) All costs, charges and expenses which such Member of the SRRB, employee or other person sustains or incurs in or about any action, suit or proceeding which is brought, commences or prosecuted against him/her, or in respect of any act, deed, matter or thing whatsoever, made done or permitted by him/her in or about the execution of the duties of his/her office in respect of any such liability, and
- b) All other costs, charges and expenses which he/she sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his/her own wilful neglect or default.

## **2.5 Donations**

### ***2.5.1. Political Contributions:***

Board Members are not to support the making of financial or other electoral contributions by the SRRB to any political party at any level of government in Canada or elsewhere or to any candidate seeking election at any level of government in Canada or elsewhere.

## **SECTION 3.0 BOARD OPERATION AND RESPONSIBILITIES**

### **3.1 Board Operation**

#### ***3.1.1. Operating Procedures:***

The Operating Procedures, the SDMCLCA and the Implementation Plan shall govern operation of the Board. The Operating Procedures will act as By Laws for the Board. The Executive Committee shall be responsible for the management of the business, property and funds of the Board.

#### ***3.1.2. Changing Operating Procedures:***

The Board may from time to time by resolution and upon the recommendations of the Executive Committee, establish, amend, repeal and/or adopt new Operating Procedures provided any such action does not contradict the SDMCLCA.

#### ***3.1.3. Location:***

The SRRB shall maintain an office in Tulita.

#### ***3.1.4. Support Staff:***

The Board shall have, subject to its approved budget, an Executive Director and such staff, professional & technical advisors and consultants as are necessary for the proper conduct of its affairs (13.8.13, Section 9.0).

### **3.2 Media**

#### ***3.2.1. Limitation of Public Comments:***

Only the Chairperson or their designate shall make any public comments to the news media regarding issues or positions involving the SRRB.

### **3.3 Board Committees**

#### ***3.3.1. Committee Establishment:***

The Board may establish special or standing committees as circumstances warrant. The administration and conduct of these committees shall be subject to terms of reference provided by the Board.

- a) Finance Committee – This Committee would deal with budget preparation, financial reporting and annual reports.
- b) Research and Harvest Study Committee – This Committee would oversee the work conducted as part of the harvest study and wildlife research activities.
- c) Other committees such as personnel may be formed as the need arises.

#### ***3.3.2. Membership:***

Board Committees must consist of at least two (2) Members, one of which may be the Chairperson. Board Members sitting on Board Committees shall be reimbursed in accordance with established Treasury Board Guidelines (Schedule A) .

**3.3.3. Composition:**

Board Committees may include appointments who are not members of the Board.

**3.3.4. Operating Procedures:**

Board Committees shall conduct their business according to the Operating Procedures unless indicated otherwise in their terms of reference. Board Committees will undertake detailed review of submissions and Board activities to ensure that all points are considered and questions answered. Committees will present summaries and recommendations to the Board.

**3.3.5. Meetings:**

Board Committees shall meet as often as the Committee Chairperson deems necessary in order to conduct the business of the Committee. Committee Members shall be advised of the time and location of the meeting at least two (2) days prior to the meeting. All meetings shall be conducted in accordance with the Operating Procedures (Section 4.0).

**3.3.6. Executive Committee:**

Two (2) voting Members of the Executive Committee shall form a Quorum. No act or proceeding of the Executive Committee shall be invalidated by the absence of an Executive Committee Member. With the exception of the Chairperson, membership on the Executive Committee shall rotate annually amongst the Board Members.

**3.4 Public Hearings**

**3.4.1. Consultation:**

The Board may consult with Government, Sahtu communities, the public and with RRCs and may do so by means of informal meetings or public hearings (13.8.20).

**3.4.2. Holding Public Hearings:**

The Board may hold a public hearing when it has determined that such a hearing is desirable (13.8.21(a)).

**3.4.3. Total Allowable Harvest:**

A public hearing shall be held when the Board intends to consider a Total Allowable Harvest and a Sahtu Minimum Needs Level in respect of a species or population of wildlife, which has not been subject to a Total Allowable Harvest Level within the previous two years (13.8.21.(b)).

**3.4.4. Location of Hearing:**

Public hearings may be held at such place or places in the SSA as the Board may designate (13.8.22).

#### ***3.4.5. Public Inquiries & Powers:***

The Board shall have the powers of a commissioner under part 1 of the *Inquiries Act*, R.S. 1985, c. I-11. The Board may not, however, subpoena Ministers (3.8.19).

#### ***3.4.6. Evidence:***

The Board has the power of summoning before it any witnesses and may require them to:

- a) Give evidence orally, or in writing, and on an oath or, if they are persons entitled to affirm in civil matters, on solemn affirmation, and
- b) Produce such documents and things the Board deems requisite to the full investigation of the matters into which it has decided to examine.

#### ***3.4.7. Attendance of Witness:***

The Board has the same power to enforce the attendance of a witness and to compel them to give evidence as is vested in any court of record in civil cases.

### **3.5 Research**

#### ***3.5.1. Research Capability:***

The Board shall have an independent research capability, which does not duplicate other research being undertaken in the SSA. The Board shall make every effort to attempt to co-ordinate its research initiatives with government agencies and other researchers (13.8.38).

#### ***3.5.2. Public File:***

The Board shall establish and maintain a public file for reports, research papers and data, which it receives. Any material furnished on a confidential basis will not be made public without the consent of the originator (13.8.39).

#### ***3.5.3. Identification of Research Needs:***

The Board will work together with the RRCs and Participants to identify management and research needs (13.8.40).

#### ***3.5.4. Research Priorities:***

The Board will establish research priorities prior to the end of the current fiscal year for the next fiscal year.

#### ***3.5.5. Research Proposals:***

Research proposals related to the Board's priorities will be evaluated at the end of the current fiscal year, for the next fiscal year. The Board will provide an application for funds to be completed by project proponents seeking SRRB financial assistance.

#### ***3.5.6. Solicited Proposals:***

The Board may solicit proposals from government departments, universities, consultants or private individuals as circumstances warrant.

**3.5.7. Evaluation Criteria:**

When evaluating proposals, the Board shall apply the same criteria to all proposals.

**3.5.8. Project Costs:**

Both operational and personnel costs may be included in a project proposal.

**3.5.9. Sahtu Involvement:**

Wildlife research conducted in the SSA shall directly involve the RRCs and Participant harvesters to the greatest extent possible (13.9.1, 13.9.6).

**3.6 Wildlife Studies Fund**

**3.6.1. Objective:**

The Wildlife Studies Fund (WSF) is intended to assist the Board in fulfilling its mandate through the acquisition of knowledge about renewable resources in the SSA.

**3.6.2. Additional Funds:**

The Board may use the WSF as a repository for funds, other than Claim Implementation funds, that will be directed toward wildlife research in the SSA.

**3.6.3. Duration of Fund:**

The Board shall make every attempt to invest and expand the WSF to last the ten years identified in the Implementation Plan. In the event that the needs for research exceed available funds, the Board shall report these circumstances to the Implementation Committee prior to the five-year review.

**3.6.4. Funding Allocations:**

The Board must approve all funds allocated from the WSF.

**3.6.5. Timing of Funding Allocations:**

All funds allocated from the WSF for the next fiscal year will be made at the last Board meeting of the existing fiscal year. Where circumstances permit, special funding considerations will only be made at Board meetings.

**3.6.6. Investment Interest:**

The Board may invest the WSF and collect interest that can be added to the fund. The Board may only invest the fund in secure investments. Arrangements for any investments are at the discretion of the Board.

**3.7 Harvest Study**

**3.7.1. Data Distribution:**

- a) Annual data reports (1998-2004), containing only harvest totals for species, will be made available to the public via print and web sources,
- b) To maintain confidentiality, specific Harvest Study data will be provided at the discretion of the Harvest Study Coordinator or the Executive Director,

- c) Only Harvest Study partners may request specific Harvest Study data. Data requests from other organizations, including industry, will not be filled.
  - i) Harvest Study partners include Renewable Resource Councils, The Sahtu Secretariat Inc, and government agencies (Canadian Wildlife Service, Fisheries and Oceans Canada, and Resources, Wildlife & Economic Development – GNWT) – Chapter 13, Schedule II,
  - ii) Specific data available includes total number of species harvested, age & sex of large mammals harvested, community, harvest month and grid block ID (10kmx10km and 2kmx2km), and
  - iii) Data formats available include Excel or Access spreadsheets and maps digitally, in print and on CD-ROM,
- d) Individual harvesters may request their own specific Harvest Study data to aid in compensation claims, and
- e) Organization or individual requesting Harvest Study data must complete the SRRB Data Release and Usage Agreement.

### **3.8 Traditional Knowledge**

Traditional Dene ideology or traditional knowledge consists of a spiritually based moral code or ethic that governs the interaction between the human, natural and spiritual worlds. All things are related and, to become a true Dene, a balanced relationship with the earth and the creator must be maintained. The land and its resources should be tended for the benefit of future generations. A number of general principles and specific rules exist that regulate human behavior towards nature.

Although traditional knowledge is difficult to define due to its dynamic nature, it is important to note that it is a factual knowledge, based on direct observation and experience, and shared within the community and over generations.

The Board is committed to a management system that takes direction from the people closest and most dependent on the resources being managed.

#### ***3.8.1. Research Proposals:***

The Board requires that all research proposal applications incorporate traditional/local knowledge. The Board encourages applicants to inform communities about their proposed research, prior to the application phase. Involvement of communities in the early stages of proposal development will ensure that relevant traditional knowledge is used correctly and any community concerns are addressed.

All applicants require a signature from each affected Renewable Resource Council to show that they understand, support and approve the research project. This ensures that applicants are consulting and involving local people in their projects.

Applicants must determine community expectations regarding the collection and use of traditional knowledge, including obtaining prior informed consent. Intellectual property rights of knowledge shared belong to the Shutagot'ine, Sahtugot'ine or K'ahshogot'ine.

Any publication including traditional knowledge will require written consent from one of the above groups.

The Board requires that applicants make a commitment to provide a plain-language summary to the communities.

**3.8.2. *Resource Management:***

In order for the Board to make comprehensive management decisions (equal parts traditional and scientific knowledge), adequate traditional knowledge must be provided. The Board must maintain a traditional knowledge library. As well, the Board will incorporate Dene place names and their true interpretations into its knowledge base. The use of proper pronunciations and written phonetics is necessary.

## **SECTION 4.0     SRRB BOARD MEETINGS**

### **4.1 Decision Making**

#### ***4.1.1. Quorum:***

A majority of the Members, from time to time in office, constitutes a quorum of the Board. Members may be physically present or by means of teleconference which permits Members to hear and respond to topics.

#### ***4.1.2. Consensus Decisions:***

The Board will strive to reach a consensus on all issues.

#### ***4.1.3. Motions:***

All decisions by the Board will be made through a formal motion. A motion requires a mover and a seconder. Final discussions will take place before the Members vote on the motion. Where consensus is not reached and the vote is not unanimous, a vote of  $\frac{1}{2}$  the quorum plus one is required to pass the motion. Motions will be recorded chronologically by year.

#### ***4.1.4. Voting:***

Members or Alternates have one vote each. Decisions shall be decided by a majority of the votes cast. Alternates do not have a vote if their counterpart is present. Proxy votes are not accepted. The Chairperson shall only vote in the case of a tie vote.

### **4.2 Meetings**

#### ***4.2.1. Location:***

Meetings will be conducted at a convenient location in the SSA.

#### ***4.2.2. Tele-Conferences:***

The Board may meet via teleconference as required. The Operating Procedures for regular meetings shall apply.

#### ***4.2.3. Frequency:***

The Board should meet at least two times per year and may meet as often as it deems necessary. An annual schedule for meetings should be established so that the Members, the public and Board staff can adequately plan and prepare for meetings.

#### ***4.2.4. Public Meetings:***

The Board will conduct all its meetings in a public forum. The Board will have the right to hold in-camera meetings (13.8.11.(b)).

**4.2.5. *In-Camera Sessions:***

The Board may hold an In-Camera session when an issue of a sensitive nature is discussed. A motion is required to begin and terminate an In-Camera session. Motions may not be passed while In-Camera.

**4.2.6. *Special Meetings:***

The Chairperson shall convene a special meeting of the Board at his or her discretion or within 14 days of receiving a written request indicating the purpose of such a meeting from any four Members of the Board.

**4.2.7. *Agenda:***

The Executive Director, in consultation with the Chairperson, shall prepare an agenda. Agenda items may be submitted to the Executive Director at least 14 days prior to the scheduled date of the meeting.

**4.2.8. *Meeting Material:***

Material for consideration at a Board meeting should be submitted to the Executive Director at least 14 days prior to the meeting to allow all Board Members to have an opportunity to review and prepare a response to the material. The Executive Director should distribute a package to each Board Member prior to the Board meeting. The package may contain items such as minutes from the previous meeting, a financial report, an agenda, documentation and material related to each agenda item with brief summaries of longer documents where appropriate, as well as copies of all available presentations to be made to the Board by the public.

**4.2.9. *Delegations:***

Persons wishing to make a presentation to the Board should make written or personal contact with the Executive Director. The request should indicate the nature of the presentation, the time required and describe any material associated with the presentation. Copies of documents in support of the presentation should be submitted to the Executive Director at least 14 days prior to the Board meeting. Where numerous presentations are requested, the Chairperson may limit the time allocated to each presenter. Delegations requesting funding must provide information to the Board prior to the meeting in order to have their request dealt with at the Board meeting.

At the time of the meeting, the Chairperson may allow presentations to be made that have not been previously scheduled if it is deemed appropriate and does not impede the completion of the Board's agenda. Except as otherwise provided in the SDMCLCA or SRRB Operating Procedures, the rules and procedures for the Board's meetings will be stipulated in "Robert's Rules of Order".

**4.2.10. *Alternates Not Briefed:***

When a permanent Member is going to be absent, he or she should personally brief the Alternate on the upcoming agenda and provide some insight into the views he or she holds on some of the issues. With this, there will be some consistency of position between regular Members and their Alternates.

***4.2.11. Members Intoxicated:***

Any Board Member that is intoxicated or is deemed to be suffering from the effects of drugs or excessive alcohol consumption will be asked to leave the Board meeting by the Chairperson and must formally ask the Chairperson for permission to re-enter the Board meeting. A letter will be issued to a Member if this is to take place and a copy advanced to the nominating

***4.2.12. Meeting Attendance:***

Any individual brought to a board meeting to represent a Sahtu organization, i.e., travel, accommodation & per diem are paid for by the SRRB, and subsequently, fails to attend the meeting will have the following results:

- a) The organization will be notified by letter that the individual did not attend the meeting,
- b) The organization will be invoiced for all costs covered by the SRRB, and
- c) If a representative fails to attend two (2) meetings, the organization will be notified that the individual will no longer be allowed to attend on their behalf.

***4.2.13. Conflicts of Interest:***

When conflicts of interest arise, Board Members are to formally withdraw from the discussions. The withdrawal will be recorded in the meeting minutes.

***4.2.14. Minutes and Records of Decisions:***

Draft summary minutes and a record of decisions shall be prepared following each meeting by the Executive Director and circulated within 14 working days for review and comment by Members.

***4.2.15. Approval of Minutes:***

The minutes are approved at the subsequent meeting. Approved minutes will be dated and bear the Chairperson's signature. The minutes are a public record once they have been approved.

***4.2.16. Circulation of Minutes:***

Approved minutes and record of decisions will be circulated to Members and Alternates for their information. Approved minutes may be circulated to any person upon request.

***4.2.17. Records:***

All approved minutes and records shall be maintained by the Executive Director at the Board office and shall be made available for viewing upon request.

***4.2.18. Annual Report:***

The Board will produce an annual report each July, including a summary of the Board's activities & decisions and an audited financial statement, for the past fiscal year.

## **SECTION 5.0 ADMINISTRATION AND FINANCE**

### **5.1 Administration of Staff**

#### **5.1.1. Support Staff:**

The Board shall have an Executive Director and staff and access to professional and technical advisors and consultants to support the proper conduct of its affairs (13.8.13).

#### **5.1.2. Delegation of Authority:**

The Board shall delegate the Executive Director the authority to expend funds based on the approved budget.

### **5.2 Budgets and Purchasing**

#### **5.2.1. Accountability:**

The Board is accountable to Government for all expenditures (13.8.14):

- a) The Executive Director, in consultation with the Financial Comptroller, Financial Committee and Executive Committee, shall prepare an operation budget for the SRRB. All program budgets shall be presented to the board for review and approval,
- b) The SRRB delegates to the Executive Director and Executive Committee the authority to commit or expend funds based on the approved budget,
- c) Proposed budget adjustments must be presented to the Board for approval,
- d) Financial statements will be provided at every regular board meeting, and
- e) Financial statements will be provided to Executive Committee members on a monthly basis.

#### **5.2.2. Annual Budget:**

The Board shall prepare an annual budget, in accordance with Federal Treasury Board guidelines, for review and approval by Government. The Executive Committee, prior to presentation to the Board, shall review a draft of the annual budget. The budget shall be submitted to the Government by February 15, preceding the next fiscal year.

#### **5.2.3. Fiscal Year:**

The fiscal year for the SRRB shall begin April 1 and end on March 31 of the following year.

#### **5.2.4. Budget Items:**

The budget may include:

- a) Remuneration and travel expenses for attendance of Board Members at Board and Committee meetings (13.8.16.(a)),
- b) The expenses of public hearings and meetings (13.8.16.(b)),
- c) A budget for research, public education and other programs as may be approved by Government from time to time (13.8.16.(c)), and

- d) Expenses of staff, advisors, consultants and the operations and maintenance of offices (13.8.16.(d)).

**5.2.5. Accounting:**

Implementation funding provides for the costs of maintaining an accounting system and producing audited financial reports. The Board may do its own bookkeeping or contract out the work.

**5.2.6. Accounting Records:**

The following will be necessary for the administration of the Board:

- a) Separate accounting records maintained for the Board,
- b) Board funds should be maintained in one or more separate bank accounts. The Settlement Area Harvest Study funds may be maintained in an account with Board funds but must be accounted for separately. The Wildlife Study Fund may be maintained in a separate bank account and accounted for separately,
- c) Expenditure reports shall be printed monthly for all program budgets,
- d) The Executive Director, the Chairperson and preferably two Board Members should have signing authority on the Boards bank accounts. Two signatures are required for all disbursements of amounts greater than the single signature signing authority the Board delegates to the Executive Director,
- e) The Executive Director, at each Board meeting, should make financial reports to the Board Members,
- f) Year to date variance reports shall be done for each program budget, and
- g) An annual detailed financial statement (Board, Harvest Study and Wildlife Studies Funds) audited by an authorized and independent public accountant, appointed by the Board, shall be provided to the Board by July of each year.

**5.2.7. Payment Authority:**

The Executive Director must approve all expenditures up to \$5,000.00. All expenditures from \$5000.00 to \$10,000.00 that are not approved budget items must be authorized by two Board authorized signatures. All expenditures over \$10,000.00 that are not approved budget items must be authorized by the Board. The following expenditures do not require prior Chairperson/Board authorization:

- a) Meeting expenses,
- b) Honoraria and travel expenses for Board meetings,
- c) Administrative expenses, which includes staff salaries,
- d) Expenses under \$5,000.00, and
- e) Travel advances for Members, under \$2000.00.

**5.2.8. Goods and Services:**

The acquisition of goods and services over \$5000.00 shall be based, wherever possible, on two (2) written price quotations from competitive suppliers. The lowest price quote may not necessarily be accepted. The requirement for written price quotations may be waived on a case-by-case basis in situations such as: the specified item is a replacement or repair part for existing equipment; the specified item must be compatible with existing equipment; or the specified item is the only product that will fulfil the need.

Contracts for professional services, such as legal and accounting, may be exempt from competitive bidding. Preference will be given to Sahtu-based business.

**5.2.9. Purchasing:**

- a) The Executive Director shall authorize all goods and services with a purchase order prior to acquisition,
- b) No blank purchase orders shall be issued and no purchase order will be used twice,
- c) The goods or services to be purchased shall be listed on the purchase order with an estimate of the maximum cost, before being submitted to the Executive Director for authorization, and
- d) The SRRB shall not be responsible for any and all purchases that are not authorized appropriately.

**5.2.10. Invoices:**

All invoices, accompanied by the applicable purchase order, must be approved by the Executive Director prior to being processed for payment.

**5.2.11. Contracts:**

- a) The Executive Director shall have the authority to negotiate contracts up to \$5000.00,
- b) Contracts between \$5000.00 to \$10,000.00 must also be approved by the Chairperson or one Board Member,
- c) The Board must approve contracts over \$10,000.00, and
- d) The authority carries with it the full responsibility of ensuring that:
  - i) Funds are available in the particular budget,
  - ii) All terms and conditions of the contract are fulfilled, and
  - iii) The goods or services rendered have met the standards contracted for.

**5.2.12. Donations:**

The SRRB will only provide monetary donations or in-kind support to projects that are directly related to renewable resources.

**5.3 Office Procedures**

**5.3.1. Equipment Policy:**

- a) All equipment purchased by the Board will be listed on an inventory and will remain the property of the Board until it is no longer required,
- b) All books, reports and other Board property will be marked SRRB property when they are received at the SRRB office,
- c) Personal staff property (books, equipment) should not be mailed/couriered to the Board office unless marked "Personal",
- d) Staff's personal property (books, etc.) should be clearly marked for ownership, and
- e) The Office Manager will issue keys for the SRRB Offices to employees. Employees issued keys are responsible for the security of those keys. Employees cannot duplicate keys for other people.

**5.3.2. Inventory and Maintenance:**

- a) The Executive Director shall keep an inventory of all equipment >\$200.00 (computers, printers, photocopiers, furniture, etc.) owned by the SRRB,
- b) Any problems with the equipment shall be forwarded to the Executive Director who shall ensure that all equipment is working properly,
- c) Maintenance and ordering of supplies shall be the responsibility of the Executive Director,
- d) Items may be loaned to individuals or other related organizations on approval from the Executive Director. The Executive Director will maintain an inventory of items loaned,
- e) The Executive Director will ensure that the SRRB has a general insurance policy covering damage, theft and fire, and
- f) The Executive Director shall keep an inventory of certain equipment costing <\$200.00. Such equipment may be subject to pilfering, and includes calculators, tape recorders, axes and computer software.

**5.3.3. Surplus Equipment:**

- a) A list of any surplus equipment and furniture may be provided to the RRCs,
- b) Any RRC interested in acquiring assets from the SRRB shall express their interest in writing to the Executive Director,
- c) The Executive Director shall make recommendations to the Board based on the needs of the RRCs and the Board shall make the final decision, and
- d) With the Board's approval, surplus equipment may also be sold, by tender, to the general public.

**5.3.4. Communications Policy:**

The most economical means of communication will be used within the time frame available for delivering the information.

**5.3.5. Telephone/Internet:**

- a) Long distance calls charged to the SRRB should be business related,
- b) Collect business calls from personnel of the SRRB and from Participants of the Sahtu Claim may be accepted,
- c) The Executive Director may request a chronological record of all long distance calls,
- d) Phone calling cards may be issued if there is a demonstrated need, and
- e) SRRB staff will have e-mail access at their workstation. E-mail addresses for staff will be [jobposition@srrb.nt.ca](mailto:jobposition@srrb.nt.ca). Staff members are encouraged to use e-mail as much as possible to reduce the cost of more expensive means of communications (telephone, fax).

**5.3.6. Photocopying:**

An outside party, at the discretion of the Executive Director, may make copies. Charges for such copies shall be determined with reference to the number of copies made and operating costs.

**5.3.7. Mail and Facsimile:**

- a) All incoming mail (including that delivered by hand), information and fax transmissions will be received and date stamped,
- b) A chronological record of all fax transmissions shall be kept including date, time received, addressee, sender and general comments on the contents. A file of recently received correspondence will be available at each Board meeting for the Members' review,
- c) Any mail, information or fax transmission marked "Personal" or "Confidential" will not be opened, read, photocopied or distributed, but will be date stamped on the outside of the envelope or on the cover sheet, recorded and advanced to the addressee, and
- d) An outside party, at the discretion of the Executive Director, may make fax transmissions. Charges for such services shall be determined with reference to the number of pages faxed and operating costs.

**5.3.8. Filing System:**

The SRRB office shall maintain an alphanumeric filing system for the efficient operation of the Board.

**5.3.9. Photo/ Video/ Slide/ Tape/Digital Policy:**

The SRRB maintains ownership and copyright of slides/ photos (print/digital)/ videos/ tapes taken by SRRB employees during SRRB work or when the SRRB has paid the costs for the employee to be at a location. The following points outline the Boards policy regarding photos (print or digital), videos and slides:

- a) Staff members are expected to use the Board's camera equipment and film to document Board research, programs and activities they are involved with. Staff members have the option to use their own equipment, but still have the responsibility to provide the SRRB office with slides/ photos (print/digital)/ videos/ tapes. If staff members use their own film, the SRRB will replace the film,
- b) The SRRB office will establish and maintain a slide/ photo (print/digital)/ video/ tape library that will be used by the Board to promote Board programs and activities, enhance educational material, and are of general use to the Board and staff. Use of the collection will be at the discretion of the Board and staff,
- c) Staff involved with Board programs, research projects, and activities will be required to provide slides/ photos (print/digital)/ videos/ tapes for the Board office collection at a quality level needed for later reproduction in reports, posters, and other material,
- d) In most cases, digital copies and/or colour slides are the preferred medium as they can be easily catalogued and stored and are preferred for later use in reports, posters, and other material.,
- e) Employees will be given photo credit for slides/ photos (print/digital)/ videos/ tapes they take,
- f) All slides/ photos (print/digital)/ videos/ tapes placed in the SRRB collection must be properly identified as to activity, names of people, date, and photographer,
- g) Employees wanting slides/ photos (print/digital)/ video/ tapes for their own personal use (not commercial sale) are encouraged to take duplicates or make copies for their

- use. The copyright for all slides/ photos (print/digital)/ videos/ tapes will remain with the SRRB and personal equipment. If the SRRB has paid for staff to be at a location and/or the person is an employee of the SRRB and is conducting SRRB work, the slides/ photos (print/digital)/ videos/ tapes taken by the person belong to the SRRB, and
- h) The Board will not pay any employees for slides/ photos (print/digital)/ videos/ tapes taken while working on SRRB projects or taken at locations when the SRRB has paid to place the employees in that location.

**5.3.10. Plain Language Writing:**

The SRRB office has adopted a plain language writing policy for Board staff to promote clear and effective communications. The plain language writing policy is especially important when dealing with community people that may not understand technical language and writing.

- a) Plain Language Training: Staff will be offered courses in plain language writing and will be encouraged to assist each other to ensure information presented by the Board is clear and understandable.
- b) Plain Language Writing Reviews: Information (reports, management plans, posters) prepared by the SRRB Office will be reviewed by the Executive Director or at least one other staff member to ensure the information is clear and understandable.

**5.4 Board Members and Staff Expenses**

The Executive Committee shall approve all meetings to be attended on behalf of the Board that have not previously been approved at a meeting of the Board. All expense remuneration rates are listed in Schedule A, which in turn may be amended from time to time.

**5.4.1. Travel within the SSA:**

SRRB staff and Board Members will be required to travel within the SSA to work with and consult people in the communities. Travel to the communities is necessary to ensure that communities are involved in renewable resource management in the SSA. Staff will make efforts to co-ordinate travel plans to the communities. Staff approval for travel is at the discretion of the Executive Director and Executive Committee.

**5.4.2. Travel outside the SSA:**

SRRB staff and Board Members may be required to travel outside the SSA for Board work and professional development.

- a) Approval for travel outside the SSA is at the discretion of the Executive Director & the Executive Committee and will be assessed on a case-by-case basis dependent on the benefits of the travel to renewable resource management in the SSA and on available funding for travel,
- b) If outside funding is available for travel outside the SSA, this funding should be used and identified on the travel approval request, and

- c) Travel reports are to be completed after returning from workshops, meetings, conferences and courses. It is a summary of the event attended and informs other staff of the benefits received.

**5.4.3. Air Travel:**

- a) Whenever possible, persons will travel excursion or regular economy for all scheduled air flights. The Executive Director must authorize bookings and ticket purchases, and
- b) All air charters must be pre-authorized by the Executive Director when it is the only or most economical and efficient means of travel.

**5.4.4. Personal Means of Transportation:**

- a) The use of personal transportation may be authorized when it is the most economical means of transportation or when, in the opinion of the Executive Director, it is justifiable under the circumstances,
- b) Kilometre allowance rates and daily charges within and outside the SSA shall be as listed in Schedule A, and
- c) The owners and/or drivers of personal means of transportation shall agree to indemnify and save harmless the SRRB from any and all manner of suits and actions, causes of actions, claims, damages, costs or expenses, liability and entitlement, initiated, made or incurred against the Board in the use of personal means of transportation.

**5.4.5. Rental Vehicles:**

- a) Rental vehicles may be authorized if it is the most economical means of transportation or when, in opinion of the Executive Director, it is justifiable under the circumstances,
- b) Receipts must be obtained for all such rentals and will include the cost of insurance paid to the vehicle agents for release of liability and for gasoline purchased, and
- c) Personnel who rent vehicles shall agree to indemnify and save harmless the SRRB from any and all manner of suits and actions, causes of action, claims, demands, damages, costs or expenses, liability and entitlement, initiated, made or incurred against the SRRB in the use of rented vehicles.

**5.4.6. Taxicabs and Alternate Travel:**

- a) Receipts are required for taxicab fares for amounts in excess of \$5.00, and
- b) The Executive Director may authorize the hiring of alternative methods of travel for long distance travel.

**5.4.7. Accommodations:**

- a) Personnel may be billeted in homes or private accommodations when travelling on behalf of the SRRB. Billets will be reimbursed at the rate listed in Schedule A, which may include meals,
- b) Commercial accommodation expenses may include room charges and taxes for SRRB business, and

- c) Persons travelling on SRRB business for which guaranteed reservations are made shall make every effort to cancel such reservations prior to 6:00p.m, otherwise they will be liable for any charges incurred.

**5.4.8. Travel Expenses:**

- a) Personnel who are authorized to travel on SRRB business will be reimbursed for reasonable expenses incurred as per Schedule A,
- b) Before travel funds are advanced, an Expense Claim Form must be submitted to and authorized by the Executive Director, and
- c) Personnel must complete and submit the Expense Claim Form as soon as possible. Outstanding claims, which exceed ten days, will not be issued further travel advances until the outstanding claim, supported by receipts, has been submitted and approved.

**5.4.9. Laundry and Valet:**

Personnel may claim for laundry and valet services as listed in Schedule A when business travel exceeds 5 days.

**5.4.10. Meals and Incidentals:**

- a) Persons travelling on behalf of the SRRB are eligible to claim for meals and incidentals in accordance with the rates outlined in Schedule A,
- b) Breakfast for the day may be claimed if departing from normal place of work before 7:00 am on the first day of trip,
- c) Supper for the day may be claimed if arriving at normal place of work after 7:00 pm on the final day of trip,
- d) Meals cannot be claimed when the meal is provided by the SRRB or when the meal is provided for by another person, organization or agency (e.g. airline), and
- e) Incidentals cannot be claimed unless away from normal place of work for the entire day, including overnight.

**5.4.11. Child Care:**

An employee who is required to be absent from home overnight on Board business travel, and whose dependent(s) for whom the employee has sole responsibility reside with the employee and are all under 16 years of age, may receive assistance for each night's absence for childcare expenses incurred in excess of those incurred by the employee for care of the children during the workday. Employees will be allowed to claim for baby-sitting fees to a maximum of \$25.00 per night per child, supported by a receipt from the babysitter.

**5.4.12. Telephone Calls:**

- a) Long distance calls shall be billed to the Board's long distance calling card according to the policy on long distance calls contained in this manual.
- b) When an employee or board Member is travelling in excess of five (5) days, they shall be allowed one station to station call to their place of residence at the board's expense.

**5.4.13. Honoraria and Per Diems:**

The SRRB Members and Alternates shall receive an honorarium for each full day or half day of the board meetings in accordance with Schedule A.

- a) The Chairperson, Board Members or Alternates shall receive an hourly or daily per diem when representing the board on business, or when doing authorized work on behalf of the SRRB (Schedule A). The hourly rate per diem cannot exceed the daily per diem rate, and
- b) The Board Members or Alternates shall receive a travel per diem when travelling on board business.

**5.4.14. Winter Clothing:**

The Sahtu Renewable Resources Board will cover half the cost of purchasing the following winter clothing items for all staff:

- a) Parkas (up to \$300),
- b) Wind/Ski Pants (up to \$200), and
- c) Cold-weather Boots (up to \$150).

The items will be purchased following a probationary period of three months. The employee will be expected to pay back 50% of the Board's cost for each item should he/she leave their position before the end of their six month probationary period. Items may be replaced after three years at the same costs to the Board. Any repairs or dry cleaning are the sole responsibility of the employee.

**5.4.15. Firearms:**

The SRRB will cover half the costs of purchasing a firearm (up to \$250), if the resident biologist does not currently own a firearm. The biologist must have a Firearms Acquisition Certificate (FAC) and completed a certified hunter-training course. The firearm may be purchased following a probationary period of three months. The employee will be expected to pay back 50% of the Board's cost for the firearm should he/she leave their position before the end of their six month probationary period. Maintenance of the firearm is the sole responsibility of the employee.

## **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 will consist of the Executive Director, 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 will screen and interview applicants and recommend the most suitable applicant to the Board for final approval. Upon approval of the Board, the Executive Director shall make the job offer 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 applicant does not accept the position or the Board rejects the Staff Selection Committee's recommendation, the Executive Director may recommend that the position be offered to the next most suitable applicant 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 employee and 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 kilometres,

- 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 a 2-year period, relocation or removal expenses are not paid. Removal expenses for employees that work more than a full 2-year period are 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 of Disciplinary Actions:***

If an employee resigns or is terminated because of disciplinary or work performance problems, he/she will 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 will be responsible for their relocation expenses.

**6.3.5. *Personal Expenses:***

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

**6.3.6. *Board Discretion:***

The Board may, at their discretion, decide that employees are entitled to additional expenses.

**6.4 Probationary Period**

**6.4.1. *New Employees:***

All new employees will 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 without additional compensation.

**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 problem, the employee shall be given a list of precise recommendations as to the improvements required which in turn will be followed up by an evaluation not more than three (3) months hence.

**6.5.5. Report to the Board:**

A confidential report is to be given to the Board after all evaluations have been completed.

**6.5.6. Special Leave:**

If it is determined that the performance problems 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. Upon return from this specific Special Leave, the employee will be subject to a six (6) month probationary period and dealt with as if a new employee.

**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 will 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. Verbal Warning:**

Should a situation occur which warrants disciplinary action, the Executive Director shall verbally warn the employees of the offence.

**6.7.2. Written Warning:**

If the situation persists, the employee shall be provided with a written warning which will be appended to his or her personnel file.

**6.7.3. Suspension:**

If the situation does not improve, the employee may be suspended on the recommendation of the Executive Director and at the discretion of the Board.

**6.8 Release**

**6.8.1. Release after Disciplinary Action:**

If, after instituting disciplinary action, as per Section 6.7, no improvement is seen in the employee's performance, the employee shall be released by the Board and 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 cannot continue to fulfil their responsibilities in a satisfactory manner.

**6.9 Grievance Procedure**

**6.9.1. Grievance Time Period:**

An employee, who has been subject to disciplinary action and released under section 6.7 or 6.8, may grieve such action to the Board in writing no later than ten days after the action is taken.

**6.9.2. Board Review:**

The Board shall review the grievance and provide a response to the employee no later than 10 days after receipt of the written grievance.

**6.9.3. Special Grievance Meeting:**

The Board may convene a special meeting to deal with the grievance with attendance of the griever and the Executive Director.

**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. Letters of reference may be withheld where sufficient notice has not been provided.

**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 Severance Pay**

**6.12.1. Payment Schedule:**

An employee who has one or more years of continuous employment and who is laid off may be entitled to severance pay upon termination, at the following rates:

1 full year of service	2 weeks severance pay
2 full years of service	4 weeks severance pay
Each additional year	4 weeks plus 1 week per year (max. 60 days)

**6.12.2. Severance Pay Disputes:**

Where there is a dispute on severance pay, the relevant sections of the NWT Labour Standards Ordinance shall prevail.

**6.12.3. No Severance Pay:**

Severance Pay shall not be paid to employees that resign or are terminated with cause.

**6.13 Hours of Work**

**6.13.1. Office Hours:**

Office hours of the SRRB shall be 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 will be reprimanded, and may have salary deducted in accordance with the length of time absent from work.

Flex hours are at the discretion of the Executive Director and Executive Committee.

## **6.14 Attendance**

### ***6.14.1. Introduction:***

Employees must work regularly and on time. When an employee's attendance is unsatisfactory, corrective action must be taken. These guidelines do not include 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 or may not be eventually recorded as absent without leave, and
- b) **Absent Without Leave** means an employee's unauthorized absence from the workplace during scheduled hours of work. It is a breach of the standard of conduct.

### ***6.14.3. Guidelines:***

- 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 must be fair and reasonable in determining whether any unscheduled absence from the workplace will be authorized. To ensure fair treatment of an unscheduled absence, managers must consider the circumstances of each absence:

- 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?

If the answer to all of these questions is "No"; it is reasonable to authorize leave to cover the absence. "Yes" responses point to serious attendance/punctuality problems.

**6.14.6. Procedures:**

The employee verbally requests the Executive Director's authorization of any unscheduled absence, including lateness, from the workplace. The managers may ask for the request to be written.

**6.14.7. Authorization of Leave:**

Authorization of leave to cover the time away from work will be granted only if the Executive Director deems 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 leave 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. There is a shared cost – employee pays 50% of total contribution, employer pays 50% of total contribution. It is the Board's decision that employees will receive medical and pension benefits. Each individual has to be covered, unless the Board decides otherwise. If individual is covered by spouse's medical plan, individual does not need to have medical coverage with Rice Financial. Medical and pension benefits are deducted 24 times a year (there are two (2) paycheques without deductions).

**6.16 Medical Benefits**

**6.16.1. Benefits:**

Medical benefits will 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 rate is 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. It is a protection mechanism for the Board and is recommended by Rice Financial. However, this waiting period can be waived.

**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 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. Employee must apply within 31 days from day of termination.

**6.17 Pension Benefits**

**6.17.1. *Waiting Period:***

Pension benefits are deducted immediately (no waiting period).

**6.17.2. *RRSP Contribution:***

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

**6.17.3. *Optional Plans:***

Optional savings plans and RRSP contribution (above 11% of current contribution) are available. Employee meetings are available (representative from Rice Financial will come and do presentation in office and answer questions).

#### **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 otherwise their funds will be put into paid-up status and they will show as an inactive member of the pension plan.

### **6.18 Salary Increases**

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

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

The board shall deal with merit increase.

### **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 extreme emergency situations on approval by the Executive Director. 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 as one additional day when proclaimed by an Act of Parliament as a National Holiday.

**6.20.2. Pay Withheld:**

Article 6.20.1 shall not apply to an employee who has been absent without pay on both the working day immediately preceding and following the designated Statutory Holiday.

**6.21 Overtime Pay and Lieu Time**

**6.21.1. Payment:**

Overtime pay will not be provided unless prior approval.

**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 Saturday, Sunday or Statutory Holiday, up to four (4) hours of lieu time may be accumulated,
- b) If required to be absent from home on a Saturday, Sunday, or Statutory Holiday, due to SRRB business travel, up to four (4) hours of lieu time may be accumulated, and
- c) 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 work, 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.

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

Carry forward of lieu time from one year to the next will not be allowed; rather, the employee may be required to take the time off before year end, 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 Leave**

### **6.22.1. Annual Leave Schedule:**

Employees shall accrue annual leave 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 Leave Qualifying Period:**

Annual leave 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 Leave Earned:**

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

### **6.22.4. Requesting Annual Leave:**

Employees shall submit a request in writing for annual leave at least 15 working days in advance.

### **6.22.5. Authorization of Annual Leave:**

Annual leave shall be authorized by the Executive Director who shall give due consideration to the efficient operations of the SRRB. The Chairperson shall approve leave for the Executive Director.

### **6.22.6. Using Annual Leave:**

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

### **6.22.7. Combined Annual Leave and Work Time:**

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

### **6.22.8. Carry Forward of Annual Leave:**

Carry forward of annual leave 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 leave may be accumulated to the following year. No accumulation of annual leave to be greater than what could be earned.

### **6.22.9. Payout of Annual Leave Accumulated:**

Payout of accumulated annual leave shall be made upon completion of term, release or resignation.

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

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

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

Casual and hourly wage employees may be granted vacation pay at the rate of four percent (4%) of gross pay in lieu of annual leave.

**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. 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 on the same day. 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. will be required to use annual leave or lieu time.

**6.23.3. Certification of Sick Leave:**

Sick leave time off requests may require support by a certificate from a qualified medical practitioner. A 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 Maternity/Paternity Leave**

**6.24.1. Maternity and Paternity Leave:**

Maternity and paternity leave shall be in accordance with the NWT Labour Standards Ordinance. The Executive Director shall maintain a current guide to the Labour Standard Ordinance.

## **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. Death or Illness:***

Special 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. Funerals:***

Special leave with pay will be granted to attend funerals. Normally, one-half (½) day will be granted for funerals in town and one (1) day for funerals out of town, at the discretion of Executive Director.

### ***6.26.3. Adoptions:***

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

### ***6.26.4 Extraordinary Circumstances:***

Special leave may be granted with or without pay under extraordinary circumstances on the approval of the Executive Director.

### ***6.26.5. Maximum Allowance for Special Leave:***

Employees will be granted a maximum of five (5) days per year of paid Special Leave. Special leave in excess of five (5) days may be granted with or without pay at the discretion of the Executive Director and Chairperson.

## **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 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 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.

**6.29 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 will cover all 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**

**6.30.1. *Salary:***

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

**6.30.2. *Holiday Pay:***

Employees will be paid four percent (4%) holiday pay.

**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 will be eligible for northern allowance. Northern Allowance payment will be based on Schedule B.

**6.30.5. *Performance Evaluation:***

Trainees and term employees will undergo performance evaluations every two (2) months to assess the progress of the employee.

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

Term, casual and student employees are not eligible for sick or special leave unless it is specifically offered in their offer of employment according to NWT Labour Standards.

**6.30.7. *Lieu Time:***

Term, casual and student employees may accumulate lieu time similar to other full time employees according to NWT Labour Standards.

## **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, which is free from harassment. Harassment may come from a supervisor, co-worker, client, subordinate or from a person doing a contract for the Board. Harassment might happen once or many times, may occur at or away from the workplace.

### **7.2. Application**

These guidelines and procedures apply to all employees of the Sahtu Renewable Resources Board and its agents.

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

- a) Harassment includes behaviour, actions or remarks that are unwanted or unsolicited.
- b) Confidential information 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.

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

- a) Only the Executive Director and the Board Chairperson will keep files on harassment complaints,
- b) Complaints are investigated and handled in a manner so that the identities of the person(s) involved are kept confidential, and
- c) However, to the extent that the parties to complaint (complainant, respondent and witnesses) choose to initiate proceedings outside the Board's internal harassment complaint procedures, confidentiality cannot be guaranteed.

## **SECTION 8.0 NATURE OF HARASSMENT**

### **8.1 Nature of Harassment**

**8.1.1.** Harassment may include one or a combination of the following situations:

- a) A request or advance and promise of a reward for agreeing to the request where the individual making the advance or promise has the authority to grant or deny the reward,
- b) A request or advance by a person who knows or should know that it is unacceptable, intimidating and unwelcome,
- c) Punishment or threats of punishment for rejecting an unwarranted request or advance,
- d) Unwanted physical contact such as touching, pinching or patting,
- e) Persistence in getting physically closer than necessary,
- f) Jokes, taunts or remarks that are unacceptable and offensive, or
- g) Display of pictures or other materials, which are distasteful, indecent or offensive.

### **8.2. Investigations**

Investigators are the Executive Director and Chairperson of the Board.

### **8.3. Staff Responsibility**

Staff members who allow inappropriate behaviour to continue in their worksite create a potential liability situation for the Board.

### **8.4. Multiple Complaint**

If two or more persons are harassed at any instance, they may file complaints either individually or as a group against the alleged harasser.

### **8.5. Procedures**

If the Executive Director and/or Chairperson receive a complaint of harassment, they review the matter with the complainant to see if a formal investigation is required. In the alternative, the Executive Director and/or Chairperson may be able to deal with the matter simply and expediently. The Executive Director and Chairperson should keep notes on the incident.

**8.5.1.** Both the complainant and the alleged harasser are free to consult with a representative or lawyer. Employees may have a representative with them at hearings and interviews.

**8.5.2.** If the complaint is substantiated:

- a) Documentation is not placed on the complainant's personnel file, and
- b) Documentation that does not identify the complainant is placed in the harasser's personnel file.

**8.5.3.** If the investigators cannot substantiate the complaint, no record of the alleged incident is placed in the alleged harasser's personnel file.

- 8.5.4.** An employee who is found to have made a frivolous complaint may be disciplined. Documentation of the false complaint that does not identify the alleged harasser is placed in the employee's personnel file.
- 8.5.5.** The Executive Director shall watch for repercussions, which may result from a complaint, to ensure employees involved do not suffer unfavourable working conditions.
- 8.5.6.** A complainant who has been or is being harassed should, if possible, immediately tell the alleged harasser that the behaviour or action is unacceptable and ask that it be stopped immediately.
- 8.5.7.** If harassment continues or is very serious, the complainant should keep a record of all related information surrounding the alleged harassment. This should include:
- a) Names of people involved,
  - b) Circumstances and nature of the behaviour,
  - c) Locations,
  - d) Times and dates of the incidents,
  - e) Names of witnesses (if any), and
  - f) Dates and names of individuals or supervisors to whom the harassment was reported or with whom it was discussed.
- 8.5.8.** If the alleged harassment does not stop, the complainant should, if possible, state disapproval of the alleged harassment in the presence of another person.
- 8.5.9.** If unable to confront the harasser, the complainant should discuss the incident with the Executive Director and/or Chairperson.
- 8.5.10.** Before a formal investigation can be conducted, the complainant is required to provide a written complaint to the designated investigators. If the alleged is the Executive Director, Chairperson, or Board Member, refer to section 8.5.13.
- 8.5.11.** The investigators may inform the Board of the complainant and the alleged harasser.
- 8.5.12.** If the complainant is not comfortable dealing with the designated harassment investigator, a written complaint can be provided.
- 8.5.13.** If the complaint is against the Executive Director and Chairperson, complainants are required to send their written complaint, in an envelope marked "Strictly Confidential" to the Members of the Board.
- 8.5.14.** The investigators document all information about the investigation. The files are confidential. The unauthorized release of information about an investigation will result in disciplinary action.

**8.5.15.** The investigators inform all employees involved of the highly confidential nature of the investigation. Details of a complaint or an investigation are confidential. Breaches of confidentiality by any employee will result in disciplinary action.

- a) The investigators inform the complainant and the alleged harasser of their rights and responsibilities,
- b) If appropriate, the supervisor(s) of the complainant and the alleged harasser are informed that an investigation is being conducted. No other details are released,
- c) The investigators inform the alleged harasser about the essential details of the complaint,
- d) The investigators request that the complainant, alleged harasser and witnesses, if any, give statements on the alleged harassment. The statements should contain:
  - i. The circumstances and nature of the behaviour,
  - ii. The location,
  - iii. The time and date of the incidents,
  - iv. The names of witnesses (if any),
  - v. The names of complainant and alleged harasser,
  - vi. The date the harassment was reported and the name of the individual or supervisor with whom it was discussed,
  - vii. Explanation of the behaviour,
  - viii. Any circumstance that may or can reduce the seriousness of the alleged harassment,
  - ix. Recommendation of the resolution of the situation, and
  - x. Any other information that will help the investigators,
- e) The investigator(s) give 24 hours advance notice of any investigation meeting to both the complainant and the alleged harasser to allow them time to obtain representation and prepare for the meeting,
- f) The investigator(s) interview the complainant and the alleged offender separately,
- g) The investigator(s) interview the witnesses, if any, explaining the harassment policy and the need for confidentiality. Witnesses should be reassured that efforts will be taken to ensure there is no retaliation against them by other employees as a result of their participation in the investigation process. If a witness in an investigation experiences retaliation, the witness should advise the investigator(s) or management. Management will review the allegations of the retaliation and take appropriate action, and
- h) The investigator(s) prepare a written report about the investigation, which includes:
  - i. Detailed information about the complaint and the alleged incident, and
  - ii. A conclusion as to whether harassment occurred.

**8.5.16.** Within ten (10) working days after an employee files a complaint, the investigator(s) advise the complainant of the status of the complaint and the investigation. The investigator(s) keeps the complainant, the respondent and any other applicable parties to an investigation informed throughout the process. Within five (5) working days after completing the investigation, the investigator(s) recommend an action, if any, that is being taken with respect to the complaint.

- 8.5.17.** Within two (2) working days of receiving the investigator's report, the Board informs the complainant and alleged harasser of the conclusion reached by the investigator(s) and the recommendation for action, if any, that is being taken with respect to the complaint.
- 8.5.18.** Where an investigation concludes that a complainant intentionally made a false accusation, the Executive Director may take disciplinary action up to and including dismissal of the complainant.
- 8.5.19.** Further steps may also be taken to ensure harassment or false accusations do not recur in the workplace:
- a) Transfer employees,
  - b) Rearrange or change duties or responsibilities,
  - c) Change hours of work, or
  - d) Arrange training programs for managers and employees.
- 8.5.20.** Remedies should take into account the wishes of the employee who was harassed or the employee who was falsely accused.
- 8.5.21.** A complainant or alleged harasser, who is dissatisfied with the action taken as a result of a complaint, may appeal to the Board within 30 days.

## **SECTION 9.0 PERSONNEL POSITIONS**

### **9.1 Staff**

#### ***9.1.1. Staffing:***

In accordance with the SDMCLCA (13.8.13), the Board shall have an Executive Director and such staff, professional and technical advisors and consultants as are necessary for the proper conduct of its affairs. The SDMCLCA assumes costs associated with the positions to support the activities of the Board. Positions may include but are not limited to the following:

- a) Executive Director,
- b) Office Manager,
- c) Biologist,
- d) Biologist Technician,
- e) Harvest Study Coordinator,
- f) Harvest Study Trainee,
- g) Renewable Resource Communication Officer, and
- h) Environmental Assessment Specialist.

In addition to regular staff, Harvest Study interviewers will be hired in each community. Other staff may be hired as required to address issues and concerns within the mandate of the SRRB. Within budget limitations, training positions may be established by the Board to provide SDMLCA Participants with experience in renewable resource management and encourage them to pursue a career in this field.

### **9.2 Reporting Relationships**

#### ***9.2.1. Reporting:***

The Chairperson will provide direction and guidance to the Executive Director, based on the decisions and wishes of the Board. The Executive Director will be responsible and accountable to the Board. The Executive Director will be responsible for the supervision of all other support staff. They will report to the Executive Director and will be accountable for their position of hire.

### **9.3 Roles**

#### ***9.3.1. Executive Director:***

The Executive Director will administer the activities of the Board and carry out the decisions of the Board, in accordance with the SDMCLCA and Implementation Plan for the SDMCLCA.

#### ***9.3.2. Acting Executive Director:***

The Acting Executive Director will act as the Executive Director when the Executive Director is away from the office for longer than one working day.

**9.3.3. Office Manager:**

The Office Manager will assist the Executive Director and the Board in administering the activities of the SRRB by providing administrative, financial, secretarial and clerical support.

**9.3.4. Biologist:**

The Biologist will administer research activities undertaken through the Wildlife Studies Fund, conduct renewable resource research and provide technical and advisory services to the SRRB.

**9.3.5. Biologist Technician:**

The Biologist Technician will assist the Biologist in field and laboratory procedures related to SRRB projects.

**9.3.6. Harvest Study Coordinator:**

The Harvest Study Coordinator will coordinate the SSA Harvest Study in order to provide necessary information for the Board and government to effectively manage wildlife.

**9.3.7. Harvest Study Trainee:**

The Harvest Study Trainee will assist the Harvest Study Coordinator in conducting the harvest study by providing clerical support, entering and compiling harvest data, conducting interviews, and learning techniques in Harvest Study Procedures.

**9.3.8. Harvest Study Community Interviewers:**

The Harvest Study Community Interviewers will collect Harvest Study data in each community and submit data and maps to the Harvest Study Co-ordinator and Harvest Study Trainee.

**9.3.9. Renewable Resource Communications Officer:**

The Renewable Resource Communications Officer will effectively communicate renewable resource management issues to the Sahtu communities, as represented primarily by the Renewable Resource Councils, but also to other interest groups in and out of the Sahtu and to communicate community renewable resource issues and concerns back to the SRRB including traditional knowledge related to these issues.

**9.3.10. Environmental Assessment Specialist:**

The Environmental Assessment Specialist will conduct rigorous and timely reviews and analyses of land use permit and water licence applications, wildlife research permit applications, scientific licence applications, and other authorizations required for resource development projects.

## **SCHEDULE A: BOARD MEMBERS AND STAFF – EXPENSE RATES**

### **Effective Rates – May 15, 2008**

#### **Travel Rates – SRRB Member & Staff**

#### **Non-commercial Accommodations Rates:**

When billeted or in private Accommodations:	\$50.00 per night (Meals not included) \$75.00 per night (Meals included)
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<b>Meals and Incidental Expenses:</b>	Breakfast	\$16.10
	Lunch	\$16.65
	Dinner	<u>\$52.25</u>
	<b>Sub Total</b>	<b>\$85.00</b>

**Incidental expense (must overnight)** \$17.30

**Total Per Diem** **\$102.30**

#### **Duty Travel in the United States**

Rates in the U.S. are the same as in Canada, but paid in U.S. funds.

#### **Personal Vehicle Transportation:**

(Prior approval required)

At the Board's convenience	0.58/km
At the individual's convenience	0.28/km

#### **Laundry:**

(While in travel status)

1 to 5 days	nil
6 to 10 days	up to \$50.00
11 and more days	up to \$75.00

#### **Honoraria:**

Chairperson	\$325.00/day, \$162.50/half day
Member or Alternate	\$225.00/day, \$112.50/half day
Travel Time	Half-day honorarium rate
Hourly rate (preparation time)	\$26.00/hr. to a maximum of day rate

## **Community Distances - Personal Vehicle Transportation**

### **Norman Wells to:**

	<b><u>One-Way</u></b>	<b><u>Return</u></b>
Tulita	85km	170km
Deline	190km	380km
Ft. Good Hope	149km	298km
Colville Lake	314km	628km
Wrigley	333km	666km

### **Tulita to:**

Norman Wells	85km	170km
Deline	105km	210km
Ft. Good Hope	234km	468km
Colville Lake	399km	798km
Wrigley	248km	496km

### **Deline to:**

Tulita	105km	210km
Norman Wells	190km	380km
Ft. Good Hope	339km	678km
Colville Lake	504km	1008km
Wrigley	353km	706km

### **Wrigley to:**

Yellowknife	843km	1686km
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\* Ground transportation distances provided by GNWT Transportation

## **SCHEDULE B: RELOCATION OR REMOVAL EXPENSES**

### **Shared Expenses:**

Less than two (2) full years of employment	0% coverage of relocation/removal
Two (2) but less than four (4) years	50% coverage of relocation/removal
Four (4) but less than six (6) years	75% coverage of relocation/removal
Over six (6) years of employment	100% coverage of relocation/removal

Maximum reimbursement of ultimate removal expenses shall be as follows:

Norman Wells	\$8,000.00
Tulita	\$9,500.00

### **Northern Allowance:**

Permanent full time employees may receive the following annual northern allowance:

Tulita	\$14,938.00
Norman Wells	\$12,968.00