



SNAP LAKE ENVIRONMENTAL MONITORING AGENCY

Operations Manual

(April 06, version)

Snap Lake Environmental Monitoring Agency

Operations Manual

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SECTION 2 FINANCE

2.1 Accountability

The Snap Lake Environmental Monitoring Agency (hereinafter called “SLEMA”) shall manage and conduct its affairs in a fiscally prudent, reasonable and cost – effective manner and shall to that end endeavour wherever possible to reduce the cost of fulfilling its responsibilities hereunder including by: making full use of information, data and resources that may be available from DeBeers Canada Mining Inc. (hereinafter called “DBCMI”) or public sources; avoiding the duplication of monitoring and other activities being conducted by DBCMI or governmental agencies or departments;

2.2 Authorities¹

2.2.1 Spending

Authority to commit to expenditures for goods or services.

Executive Director: Single expenditure within a budget line not exceeding \$2,000.00

Executive: Single expenditure not exceeding \$5,000.00 any expenditure will be reported to the Board in a timely fashion

Board: All expenditures exceeding \$5,000.

2.2.2 Signing Authority

The authority to sign financial instruments in accordance with 2.2.1 & 2.2.2:

Two signatures are required to execute any financial instrument. Two Executive Committee members or one Executive Committee member and the Executive Director will have full signing authority.

2.3 Purchasing and Contracts²

The Board shall manage and conduct its affairs in a fiscally prudent, reasonable and cost-effective manner.

2.3.1 Use of Northern Suppliers and Contractors

Whenever possible the Board shall support northern suppliers and contractors.

Quotations for the purchase of goods³.

- Purchases between \$1,000.00 & \$2,000.00 will require two quotations either written or verbal
- Purchases exceeding \$2,000.00 will require a minimum of two written quotations

2.3.3 Contracts

Tenders will be awarded for the purchase of goods or services. Contracts for goods will be tendered on price. Contracts for services will be based on a Request for Proposal (RFP).

- A Terms of Reference (TOR) will be prepared for all contracts
- Requests for submissions on contracts over \$10,000.00 will be publicly advertised
- Where the contract is for less than \$10,000.00 the Board will invite submissions from at least three suitable contractors or, where it is desirable, advertise publicly
- The selection of a successful bid will be based on a combination of expertise, time frame, methodology and price and such other factors that may be appropriate.

2.3.4 Standing Offer Agreements

Standing Offer Agreements (SOA) may be established from time to time to pre-qualify suppliers of goods and services that are required by the Board.

- Requests for SOA will be publicly advertised and will request expertise and rates
- A commitment on a SOA must be in accordance with the provisions established in this policy
- SOA will be reviewed annually

2.3.5 Evaluation of Submissions

A formal evaluation process will be established to review all submissions.

- Tenders will be evaluated on price assuming the goods specifications are as tendered
- The request for proposal will clearly state the basis of evaluation i.e. methodology, expertise etc.

2.3.6 Payment and Time frame

- Payment for goods and services will be made within 15 days of approval for payment
- In each case contracts for services will set a schedule of payments that will ensure a satisfactory completion of the contract (Final payment will not be made until services are approved)

2.4 Travel/Accommodations/Honoraria⁴

The Board will pay honoraria, travel and accommodations for participants in approved Board activities in accordance with the Schedule set out in “Appendix A”.

2.5 Capacity Funding

SLEMA is committed to improve the capacity and ability of Signatories of the Environmental Agreement, to meaningfully participate in environmental monitoring activities associated with the DBCMI’s Mine Project. SLEMA has agreed to assume responsibility for the design and delivery of capacity funding and is committed to a decentralized program that encourages decision-making, design and involvement of Aboriginal peoples.

2.5.5 Principles

Capacity funding seeks to enhance the ability of Aboriginal peoples to participate in project related environmental matters by:

- making recommendations respecting the participation of each of the Aboriginal Peoples and Affected Communities in training initiatives and monitoring programs bearing on Environmental Quality;
- making recommendations concerning the need for and design of traditional knowledge and other studies, and, where appropriate, facilitate the management and implementation of these studies;
- reporting to the Parties and the public on the Monitoring Agencies activities and the achievement of its mandate;
- providing a meaningful role for each of the Aboriginal Peoples in the review and implementation of environmental monitoring plans in respect of the project.

2.5.6 Goals and Objectives

Based on a plan and budget submission approved by the Executive Committee⁵, each Aboriginal Party may enter into an agreement with the Board (Appendix B), to receive up to \$30,000.00 for the fiscal year beginning April 1st, to assist the Party in;

- creating opportunities for community and public input and participation in relation to the DBCMI Project;
-

- facilitating effective communication about the DBCMI Project with affected communities;
- facilitating effective participation of the Aboriginal Peoples in the implementation of monitoring programs;
- providing training opportunities for each of the Aboriginal Peoples in relation to monitoring activities at the DBCMI's site;
- providing and implementing an integrated and co-operative approach to achieving the purposes of Article 1 of the Environmental Agreement
- providing capacity building for the Aboriginal Peoples respecting project-related environmental matters;
- considering Traditional Knowledge in the design and review of monitoring programs and;
- allowing their representative to adequately participate on the Board.

2.5.3 Reporting⁶

Each Party is responsible for using the funds and reporting their capacity building activities by ensuring that:

monies are to be spent in accordance with the budgets/plans submitted by each Party and approved by the Board (Appendix C);

all monies are used to assist the Board members to carry out their duties in relation to the DBCMI Snap Lake Diamond project Environmental Agreement as well as the Principles and the Goal and Objectives outlined in this policy;

an annual report, approved by the Party, is provided to the Board by May 31 of the following fiscal year that accounts for the use of the funds, provides a record of the products and outcomes achieved and including a signed statement of expenditures.

2.5.4 Carryover of Funds

Funds may be carried over into the following fiscal year and upon approval of the annual report by the Board and the Board may provide additional funding to replenish funds expended. In no case may a Party hold more than \$30,000.00 during any fiscal year.

2.6 Budget/Financial Reporting⁷

The Board will implement appropriate procedures to maintain and manage its financial affairs.

2.6.1 The fiscal year shall begin on April 1 and end on March 31 of the following year

2.6.2 Budget

- The Board will prepare and approve a comprehensive budget, based on the funding provided by DBCMI, in accordance with the Environmental Agreement, prior to the fiscal year end

2.6.3 Audit

- The appointment and remuneration of Auditors shall be approved by the Society
- At each Annual General Meeting the Secretary-Treasurer shall present the Auditor's signed financial statement detailing assets, liabilities, receipts and disbursements for the previous fiscal year

2.6.4 Reports

The Board shall review its fiscal position quarterly.

SECTION 3 BOARD OPERATIONS⁸

SLEMA's (The Board) functions firstly according to its by-laws. The intent of the following procedural rules is to guide the Board in its operations and applies to Members of the Board and personnel employed by the Board.

Appointments

As per section 4.5 of the Environmental Agreement

3.2 Officers of the Board

The Board shall appoint a Chair, Vice-chair, Secretary and a Treasurer from the Members for a term of one year. These four positions will constitute the Executive.

3.2.1 The Chair

The role of the chair includes, but is not limited to:

- To call quorum
- Preside at all Board meetings
- Directing the affairs of the Board
- Representing the Board as the spokesperson
- Supervision of the Executive Director on behalf of the Board

3.2.2 The Vice-chair

The role of the Vice-chair includes, but is not limited to:

- Assist the Chair as required
- In the absence of the Chair, perform the duties and exercise the powers of the Chair.

3.2.3 Treasurer

The role of the Treasurer includes, but is not limited to:

Custodian of the Seal of the Board

Responsible for the financial management of the Board

Present duly audited financial statements at the Annual General Meeting.

3.2.4 The Secretary

The role of the Secretary includes, but is not limited to:

- Responsible to ensure the recording, completion and signing of the minutes

3.2.5 The Executive

The role of the Executive includes, but is not limited to:

- Signing authority of cheques
- Entering into contracts that are consistent with previous direction of the Board

3.3 Attendance

Member / Alternate Attendance

In the absence of the Member, the Alternate may assume the duties, responsibilities and powers of the Member at Board meetings. Alternates cannot assume the powers of an Officer.

Representative Attendance

In the event that a Member and the alternate cannot attend a meeting, another representative may be chosen to attend, bringing the member's comments and opinions but abstain from voting.

The Board will pay travel costs and expenses for the representative in the event that a member and alternate cannot attend.

Public / Guest Attendance

All areas of Board meetings are deemed open to the public with the exception of matters that are private and confidential i.e. staffing, finances, and conflict resolution.

- Guests are to be invited by means of a written invitation from the Board.
- Travel costs and expenses of invited guests will be paid at the discretion of the Board. Such costs and expenses must be pre-authorized following the appropriate procedures set out in the Operations Manual.
- When a Board meeting is held in an Aboriginal Community the Board will host a public meeting for community members. The public meeting will usually take place in the evening.

3.4 Decisions

3.4.1 Decisions by the Chair

Decisions that can be made solely by the Chair, without requiring prior approval of the Board, are:

General day-to-day operations including signing of routine correspondence

Call special meetings, teleconferences, etc.

All decisions will be relayed and reported to the Board in a timely manner.

3.4.2 Decisions by the Executive

Decisions that can be made solely by the Executive, without requiring prior approval of the Board, are ones of extraordinary or urgent matters, requiring immediate action.

All decisions will be relayed and reported to the Board in a timely manner.

3.4.3 Quorum

A quorum at meetings is a simple majority of Members.

3.4.4 Decisions by the Board

The Board will make every reasonable effort to reach consensus, in the event that consensus cannot be reached, a decision requires a simple majority.

3.4.5 Motions

A motion can be made by any Member of the Board.

In the event of an alternate attending in a Member's place, the alternate may make a motion.

In the event of another representative attending in place of a Member and alternate, the representative cannot make a motion.

3.4.6 Telephone Motions

Telephone motions may be required between meetings only on matters of urgency. Between Board meetings, any two Board members can submit a motion to the Executive Committee who will review it and decide whether the Board should be polled.

The Executive Director will poll the Board members and provide the results

A simple majority will be required to carry a telephone motion

Telephone motions will be entered into the minutes at the meeting immediately following the motion.

3.5 Meetings

Location

Meetings will be held at the SLEMA offices in Yellowknife and in locations identified by SLEMA Aboriginal members. SLEMA will rotate meetings to communities so that each party is represented once a year in the following order Lutsel K'e, North Slave Metis Alliance, Yellowknives Dene First Nation & Tli Cho Gouvernement. At least one meeting per year shall be held at the Snap Lake mine.

Frequency

No more than once per month

Teleconference

Meetings held by teleconference will have the same effect and be subject to the same conditions as regular meetings. The Chair will call for all members present to identify themselves at the beginning of the teleconference and for any voting required. It will be each member's responsibility to inform the meeting if they are leaving the teleconference meeting.

In-Camera

The Board may go in-camera to discuss confidential matters, including personnel matters, through a motion to go in-camera. No record will be kept of discussions in-camera. The meeting will leave in-camera through a motion. No motions can be made in-camera except to leave in-camera.

Agenda

The Chair is responsible to set the agenda in consultation with the Executive Committee.

3.5.6 Minutes of Meeting

Minutes of a Board meeting, where possible, must be sent out to the Members no later than 14 days following the meeting. If there is not a quorum for a board meeting, then any minutes taken are unofficial and shall be titled "discussion notes".

SECTION 4 COMMUNICATIONS⁹

SLEMA is committed to effective communication with the members, the Parties, the company, regulators, the public and particularly the Aboriginal Communities. SLEMA will make use of plain language, summaries of documents and translation to ensure the effectiveness of communication.

4.1 Public Registry

SLEMA shall maintain a public registry. All materials in the public registry will be available to the public.

4.1.1 Content

The SLEMA public registry will include all written correspondence, reports and any other materials received by SLEMA that relate to the Environmental Agreement.

4.1.2 Location

The SLEMA public registry will be located at the SLEMA office.

4.1.3 Maintenance

The SLEMA public registry will be maintained by SLEMA. Materials will be placed in the registry in a timely manner. The registry will be organized in a way that makes material accessible and easy to find.

4.2 Translation

SLEMA will provide for translation in the appropriate language(s) at public meetings, workshops and other events designated by the Board. Board members will have access to translators to assist them in community consultation as per Appendix A.

Except as set out in Appendix A, SLEMA will pay for translation at industry standard rates.

4.3 Promotional Tools

4.3.1 Posters and Displays

SLEMA will develop posters and a stand-up display for use at community meetings, conferences and workshops. The display and posters will use plain-language approaches and where possible use photos and graphics. The display will be updated at least annually.

4.3.2 Website

SLEMA will develop and maintain a website that will include:

- A description of SLEMA and contact information
- Location Map and Air Photos of the Snap Lake Project
- Board members and contact information
- Parties to the Agreement and contact information
- Documents
 - Annual reports
 - the Environmental Agreement
- Links to Parties, DBCMI, regulators etc.

4.3.3 Brochures

A brochure will be prepared and updated as necessary (changes to Board membership, updating of text). The brochure will be translated into Dogrib and Chipewyan.

4.3.4 Standard Presentations

A standard Power-point presentation will be prepared and updated as required.

4.4 Annual Report

SLEMA will prepare an annual report that will be made available to the public as required.

Timing

The SLEMA annual report will be completed within 180 days of the end of the previous fiscal year.

Content

The SLEMA annual report will include a summary of activities and details of recommendations made by SLEMA and any outcome resulting from these recommendations.

Distribution

The Liaison committee will act to facilitate the broad distribution of the SLEMA annual report.

4.5 SLEMA Documents and Reports

In publishing documentation, the Board will ensure quality, consistency and credibility throughout by employing consistent style and clear language, non-technical where possible. Although one Member may from time to time, lead the drafting of a report, the final report should be approved by the Board before being released. All materials issued on behalf of the Board will be published under the name of the Board, instead of specific authors.

4.6 Public Meetings

All public meetings are to include translation and be recorded and transcribed for accurate record-keeping.

SECTION 5 PERSONNEL

5.1 Recruitment¹⁰

5.1.1 Personnel Committee

The Board shall establish a Personnel Committee to implement Board decisions related to human resources.

The Personnel Committee shall be composed of the Chairperson and two or more Board Members selected by the Board.

The role of the Personnel Committee shall be:

- Draft human resource policy and set out salary levels for approval by the Board
- To undertake recruitment of the Executive Director including positions description, advertising, interviewing and subject to Board approval, negotiating and employment contract and offering employment
- Recommends that position descriptions written by the Executive Director for subordinate staff be approved by the Chairperson and participates in the hiring of subordinate staff
- Recommends organizational changes to the Board for approval

5.1.2 Position Descriptions

A position description shall be developed for each permanent position and updated from time to time as required.

5.1.3 Hiring Policy

To the extent practical the Board shall give hiring priority to qualified applicants as follows:

- I. Aboriginal as defined in the Environmental Agreement
 - II. Indigenous NWT Aboriginal and Nunavut people
 - III. Others
-

- Each employee will be provided with a current position description and a letter of offer or contract that clearly sets out the terms of employment

5.2 Terms of Employment¹¹

5.2.1 Hours of Work

Wages are based on a 37 ½ hour week from Monday to Friday

5.2.2 Statutory Holidays

The following statutory holidays will be observed by SLEMA

New Years Day
Good Friday
Easter Monday
Victoria Day
Aboriginal Day
Canada Day
Civic Holiday (First Monday in August)
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

In the event that any of the above holidays fall on a Saturday or Sunday, the Friday prior or the Monday following will be observed as a holiday.

5.2.3 Salaries and Wages

- Starting salary levels will be determined by the Board for each position based on a recommendation from the Personnel Committee
 - Subject to satisfactory performance each employee's salary will be reviewed annually and recommended increases must be approved by the Board. These increases will reflect both merit and cost of living increases.
-

- Each employee with six months tenure will receive a cost of living increase on December 31st of each year retroactive for the previous year based on the change in the NWT Cost of Living index for that year.¹²
- Pay periods for full time employees will be bi-weekly with twenty six (26) pay periods per annum. Where pay day falls on a Statutory Holiday pay cheques will be made available one day prior to the holiday.
- There will be no advances on salary¹³

5.2.4 Evaluation

- Performance objectives shall be established for each employee
- A written performance evaluation will be conducted prior to the end of the probationary period and then at least once a year by the Chairperson for the Manager and by the Manager for subordinate staff
- Along with the written evaluation, each staff member will be afforded a face to face discussion with the person responsible for conduction of the evaluation
- Where performance is less than satisfactory best efforts will be employed to assist individuals to improve performance

5.2.5 Probation

All staff will be employed on the basis of a six (6) month initial probationary period. During this period, either the employee or the Board may give two (2) weeks notice to terminate except in cases where an employee may be discharged for just cause. The probationary period may be extended after consultation with the Board.

When Staff members are being promoted to positions of increased responsibility and a higher salary commensurate with the new position, there will be a three (3) month probationary period.

5.2.6 Termination¹⁴

The Board can dismiss or suspend employees for unsatisfactory performance of duties or other just cause; in the case of employees the Executive Director may also dismiss or suspend employees.

Termination is only used as a last resort if inappropriate behaviour or unsatisfactory performance is not corrected, so employees will be given an opportunity to correct the problem through at least two warnings. The second warning will be in writing and presented to the employee in person and fully discussed. It will provide the details of the unsatisfactory performance or other just cause, the corrective action to be taken and the time frame for completion. On the third offence, the employee may be terminated through written notice outlining the nature of the unsatisfactory performance or other just cause. Notice will be provided by the Executive Director for employees, and by the Chair in consultation with the Board for the Executive Director.

An employee can be suspended without prior warning for just cause. Examples of just cause for immediate suspension will include such incidents as being charged with illegal activities against the organization, conviction for illegal activities against the organization, fraud, gross or continuous disruptive behaviour, offences that threaten the well-being of others or activities that damage the reputation of the Board such as the deliberate release of confidential information.

5.2.7 Leave

5.2.7.1 Vacation

The following conditions apply to annual leave:

All vacation time must be approved by the Executive Director, or the Chair in the case of the Executive Director, and arranged in advance. Employees are requested to give a minimum of one month's notice of vacation. In general vacations must be arranged so that one staff remains in the office at all times.

Vacation time cannot be accumulated from one year to the next beyond two (2) successive years.

The rate at which an employee earns a vacation is set in their employment contract.

Vacation time will not normally be provided in advance.

5.2.7.2 Sick Leave:

The following conditions apply to sick leave:

Any illness causing the absence of an employee must be reported to the office as soon as possible on the first day of absence. Sick leave will be earned at one and one-quarter (1 1/4) sick days per month. Any illness resulting in an absence exceeding three (3) days must be supported by a medical certificate, presented upon return to work. Sick leave days can be accumulated for 2 years to a maximum of 30 days.

A full time employee may request an advance on sick days and approval may be granted from the Executive Director. In a situation where an employee is terminated or leaves his/her position with the Board before accumulating the number of sick days that have been used, a deduction from his/her last pay cheque will be made equivalent to the number of sick days taken above the actual number owing. Employees will not be paid for any accumulated sick leave days when he/she is terminated or leaves his/her position with the Board.

5.2.7.3 Parental Leave

Maternity leave will be granted without pay for a period not exceeding one year from the date of delivery.

Paternity leave with pay will be granted for the spouse/common-law spouse for a period of five (5) working days. Paternity leave, without pay, will be granted for a period not exceeding one year with one (1) months written notice, in order to care for a new born child within the first year of that child's life.

5.2.7.4 Cultural Leave

The Executive Director may approve a maximum of 4 day's leave without pay each year for an employee to participate in cultural activities.

5.2.7.5 Special Leave

In the event of death in an employee's immediate family or household, up to five (5) consecutive working days of leave with pay may be granted, with notice to the Executive Director and/or the Board.

In the event that an employee is getting married they will be entitled to one day's leave with pay.

For other special circumstances, leave with or without pay may be negotiated with the approval of the Executive Director.

5.2.7.6 Leave Without Pay

Leave without pay may be negotiated with the Executive Director for such reasons as candidacy for political office, acceptance of temporary outside employment, extended vacation, etc. Where the absence will exceed six weeks, approval from the Directors shall be required.

5.2.7.7 Court Leave

Leave with pay shall be given for absences required by jury duty, to serve as witness, by reason of being served a subpoena, or being otherwise compelled to appear by a duly authorised body.

5.2.7.8 Time Off for Voting

Employees shall be excused from their duties for two (2) consecutive hours prior to closing of the polls in the case of municipal, territorial and federal elections

5.2.8 Relocation

Relocation expenses may be negotiated with new employees where they are not connected to the NWT road system or where their location prior to employment is greater than 100 km by road from Yellowknife.

5.2.9 Overtime Pay and Compensatory Time

No overtime is paid but time off in lieu of overtime will be provided, calculated according to the Labour Standards Act. Overtime is to be arranged in advance and approved by the Executive Director.

5.2.10 Training

The Board shall provide training opportunities for all staff for the efficient operation of the Board office. Career development will be supported on an on-going basis by the Executive Director and the Board through attendance at workshops, seminars, conferences and courses relevant to the Board's mandate and staff responsibilities.

Support may be in the form of time away from duties, reimbursement of fees and registration costs or travel costs. Authorization to attend training opportunities within working hours and less than five days is within the discretion of the Executive Director. Financial support, or authorization to attend training opportunities longer than five days can be requested through the Executive Director in consultation with the Chair.

Failure to attend authorized training opportunities will result in a loss of pay and expenses equal to the scheduled number of days of the training session or the number of days missed, and may jeopardize the employee's attendance at future sessions.

5.2.11 Benefits

Full-time staff will be eligible to receive the Board's benefits package including life, disability, medical and dental coverage. In lieu of pension the Board will match contributions to an employee RRSP up to \$2,000 per year on receipt of evidence of the employee contribution.

5.2.12 Employment Contracts

Where an employment contract exists between the employee and the Board, the terms of the employment contract shall take precedence over any terms in this policy which conflict with the employment contract.

5.2.13 Multi-Lingual Benefit

Any employee or core group member that speaks both English and one other aboriginal language, that is spoken by Signatories (Dog Rib and Chipewyan) of the DBCMI's Snap Lake Diamond Project Environmental Agreement, are entitled to a \$100 per month bonus.

5.2.14 Grievance Procedure

When an employee has successfully completed their probation period, and feels he/she has not been treated fairly they should first discuss the problem with their immediate supervisor. If the problem is not resolved to the satisfaction of the employee he/she should discuss the problem with the Personnel Committee. This meeting should take place within 10 days of the problem being raised. If the problem is still not resolved the Personnel Committee will bring the problem to the Board at the next meeting. The Board's decision on the matter is final.



Policy

Board Meeting Community Consultation Workshops

Board Meetings

Honorarium	\$ 400.00 per day
Travel cost	prepaid or covered by board if paid by member personal automobile \$0.530 per km
Accommodations	must be pre-authorized
Meals/Incidentals	as per current Federal Treasury Board rate
Travel time	Lutsel K'e ½ day each way Rae ½ day each way

Daily honorarium, accommodations/meals and travel cost will only be paid if meetings are attended and will be provided at the end of the meeting. Guests may attend at the invitation of SLEMA and guest expenses may be covered as authorized. Two separate cheques will be issued to members covering honorarium and Per Diem. A copy of the expense claim will be provided to members (attached to cheque). The claim and receipts must be submitted within 10 days of receiving the cheque. Rates will be adjusted according to the most recent Federal Treasury Board rates.

Board members pre-authorized payments

Board members require time to prepare for meetings and to consult with their community(s) on issues related to the Environmental Agreement in between meetings. Board members are pre-authorized to invoice SLEMA up to two days per month for regular board members and 3 days a month for Executive board members. This is to cover meeting preparation and community consultation at standard honorarium rates.

- Meeting Preparation and Community Consultation for regular board members– 2 days/month @ \$400.00/day
- Meeting Preparation and Community Consultation for Executive board members– 3 days/month @ \$400.00/day

Board members will keep a record and provide a brief account of pre-authorized activities – amount of time spent on meeting preparation; date, location and type of community consultation (public meeting, individuals met with etc.) with their invoice for accountability purposes. This account is expected to be a few sentences.

SLEMA Committee Meetings

The Board will set a budget for each committee. The committee can pre-authorize expenditures within the allocated budget. It will be the responsibility of each committee Chair, with the assistance of the Executive Director, to allocate and track the committee’s budget to ensure all committee members can participate adequately and that the committee carries out its mandate and assigned tasks within the allocated budget. All rates for committee expenses will be as for Board meetings

SLEMA Workshops/Public Meetings

Expenses for workshops must be pre-authorized:

Honorarium	\$400.00/day for board member \$350.00/day for TK/Delegates
Translation ¹⁵	\$400.00/day
travel	as per industry standard
facility rental	as per industry standard
food/beverages	as per industry standard

Appendix “B”

This **AGREEMENT** made in duplicate the day of _____, 2006.

BETWEEN:

Snap Lake Environmental Monitoring Agency
(hereinafter called “SLEMA”)

and

Insert Aboriginal Party Name
(hereinafter called “the Party”)

WHEREAS the Party is prepared to participate in and complete capacity building initiatives according to SLEMA Operation Manual Section 2.5;

AND WHEREAS the Party has prepared a plan of capacity building initiatives;

AND WHEREAS SLEMA wishes to support the party;

SLEMA and the Party hereby agree as follows;

1. The Party shall perform capacity building initiatives as described in the attached plan.
2. The liaison for the plan shall be (**insert name of SLEMA member**) who is responsible for all communications between the Party and the SLEMA.
3. SLEMA shall pay the Party up to the sum of \$30,000.00 as a contribution towards the costs of the projects and initiatives, to be used in accordance with the budget outlined in the attached plan.
4. Upon completion of the initiative, the Party shall submit to SLEMA:
 - ii) a report describing the activities and results;
 - iii) a signed statement of expenditures showing use of project funds(Note: Where possible the report should include photographs and details of any meetings)
5. Any portion of SLEMA’s Funds not expended during the period or reported upon as per clause 5 will be deducted from future year SLEMA Capacity Fund allocations.

6. The Party agrees to give appropriate credit to SLEMA for their financial support in any and all press releases, publications, annual reports and other public communications regarding the services performed pursuant to this Agreement.
7. Either SLEMA or the Party may terminate this Agreement upon thirty (30) days written notice. Failure to comply with the conditions of this Agreement is cause for SLEMA to consider termination of future funding.
8. Modifications to this Agreement will be made by mutual agreement in writing.

In witness thereof the Parties agree to be bound by the terms of this Agreement.

For Party

For SLEMA

Witness

Witness

Appendix “C”

Capacity Funds Annual Plan Outline

Contract Details

Provide the contact person first and last names, organization name, phone, fax, address and e-mail address.

Capacity Building Initiative Title

Provide a short title for your capacity building initiatives.

Capacity Building Initiative Detail

Describe what the initiatives will involve? What activities will be undertaken and what will be produced? Who will be involved? Who will manage the activity?

Outcomes

Describe the outcomes and objectives that you are trying to achieve. How will you tell if the initiatives have been successful? How do these meet the goals of SLEMA’s capacity funds?

Time and Duration

When and how long will initiatives run for?

Costs

Detail the costs of the capacity building initiatives.

Reporting

To ensure goal measurement and reporting achievements, each Aboriginal Party will be required to provide SLEMA with the following on an annual basis by May 31;

- A signed statement of expenditures
- A report on activities and results (pictures if available)

(Note: If required SLEMA office will provide assistance in developing this plan)

Appendix “D”

Purpose

The decisions and actions of the Environmental Monitoring Advisory Board (SLEMA) must be in the best interests of SLEMA and its Parties. Board members and staff must not allow a conflict of interest to affect the carrying out of their responsibilities and duties, or to harm the confidence of the Parties or the public by allowing a perception of possible conflict of interest.

Definition

Conflicts of interest can include both financial and material interests. In addition to actual conflict of interest, there can also be apparent or potential conflict of interest.

Conflict of interest, or possible conflict of interest, can occur:

- where a director’s, or staff’s, personal affairs or financial interests affect, or appear to potentially affect, the carrying out of their duties and responsibilities
- where a director’s actions compromise or undermine the trust which the public and Parties place in SLEMA; or
- any situation exists which impairs or could appear to impair the directors’ or staffs’ ability to act in the best interests of SLEMA.

Four areas bear special consideration: hiring, business relationships (including contracting), purchasing, and promotion of a particular position on matters before the Board

Guidelines

- 1) Directors and staff act in the best interests of SLEMA.
- 2) Directors and staff cannot participate in decisions from which they, or their immediate family, could benefit financially or materially.
- 3) Directors and staff cannot use their positions, or information obtained as a result of their position, to provide an unfair advantage to themselves or others, including cases involving approvals and appointments.

Immediate family includes: spouse, common-law spouse, children, parents, in-laws, or those persons of the member's and his or her spouse's relations residing in the same household.

Types of Conflict of Interest

Self-dealing: In the director’s or staff’s SLEMA role, the individual makes decisions or takes actions that financially or materially affect him/her as a private citizen or his/her immediate family. This includes business or employment outside SLEMA.

Accepting benefits: In the director's/staff’s SLEMA’s role, he/she accepts gifts, services, or other significant benefits valued at more than two hundred dollars that may be perceived to influence the director/staff.

Influence peddling: The director/staff accepts benefits in exchange for exerting influence or giving preferential treatment to the giver of the benefit.

Using SLEMA property: The director/staff uses SLEMA property (e.g. photocopiers, telephones) for non- SLEMA business.

Using confidential information: The director/staff uses confidential information acquired because of SLEMA work for private gain, including after he/she has left SLEMA.

Acting against the interest of SLEMA: director/staff acts contrary to the by-laws or policy established by the Board

Procedures - Directors

It is the responsibility of each director to immediately disclose in writing to the chair of the board of directors the existence of any real or perceived conflict of interest. Particular attention should be paid to hiring, business relationships, purchasing and promoting a particular position to the Board.

Where a director is unsure as to whether he/she is in a conflict of interest he/she must declare this to the Board for a decision.

It is the duty of the board of directors of SLEMA to decide whether such individual may participate in any discussions or vote on the issue that has given rise to the conflict or perceived conflict.

Directors must withdraw from participation in any way in decisions in which they, or their immediate family, have a financial or material interest.

Directors who are in a conflict of interest shall declare the conflict and leave the meeting without comment prior to any discussion or voting in respect of the application or other issue until a decision is made or deferred. However, if such persons must remain in meetings in order to fulfill their administrative responsibilities, they shall not participate in any discussion regarding the application or other issue that has given rise to the conflict of interest.

Where a Director is aware that another Director, or staff, are in a conflict of interest that has not been declared, they have a duty to report this to the Board.

Any proposal for funding submitted by directors in which they, their immediate family, or their friends have a financial interest must be declared to SLEMA.

Should a director be found to be in conflict of interest that has not been disclosed to the board as required in point 1 above, the board may:

- a) require the director to provide full disclosure of the nature of the conflict of interest;
- b) provide a full report on the conflict to the Party that appointed the director.

Procedures – Staff

1. It is the responsibility of each staff member to disclose in writing to the SLEMA chair and his/her immediate supervisor, the existence of any real or perceived potential conflict of interest. Particular attention should be paid to hiring, business relationships, purchasing, and promoting a particular position to the Board.
2. Where a staff member is unsure as to whether he/she is in a conflict of interest he/she must declare this to the Board for a decision.

3. It is the duty of the board of directors of SLEMA to decide whether, and to what degree, such individual may participate in any discussions or activities that have given rise to the conflict. Such decisions will be placed on the staff member's personnel file.

Staff must withdraw from participation in any way in decisions in which they, or their immediate family, have a financial or material interest.

Staff members attending meetings, who are in a conflict of interest, shall declare the conflict and leave the meeting without comment prior to any discussion or voting in respect of the application or other issue until a decision is made or deferred. However, if such persons must remain in meetings in order to fulfill their administrative responsibilities, they shall not participate in any discussion regarding the application or other issue that has given rise to the conflict of interest.

6. Where a staff member is aware that a Director, or another staff, are in a conflict of interest that has not been declared, they have a duty to report this to the Board.
7. Before engaging in any business or employment outside SLEMA, employees must request, in writing, approval of SLEMA. The SLEMA Board will make a decision regarding the request and a copy will be placed on the staff member's personnel file.

Should a staff member be found to be in conflict of interest that has not been disclosed to SLEMA as required in point 1 above he or she may be subject to disciplinary action, up to and including possible dismissal.

All employees and Board members must be familiar with this policy and shall sign the declaration below at the beginning of their term/employment indicating they have read and understand the policy.

Declaration:

I have read and understand SLEMA's Conflict of Interest Policy

signed

date