

Alsek Renewable Resources Council Operating Procedures and Policies

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1 Membership

1.1 Establishing

Membership on the Council is established by the Champagne and Aishihik First Nations Final Agreement as follows:

- 1.1.1 Council shall be comprised of six members consisting of three nominees of the First Nation and three nominees of the Minister.
- 1.1.2 The Champagne and Aishihik First Nations (CAFN) and the Minister may each nominate one additional member as an alternate member to council.
- 1.1.3 The Council shall select its co-chairs from its membership. The minister shall appoint the chairperson's selected by the Council. Every effort will be made to alternate the positions of co-chair between the First Nation and Yukon Governments appointees.

1.2 Terms and Conditions

- 1.2.1 Council members shall be resident within the Traditional Territory. (see definition 16.6.4.1 CAFN Final Agreement)
- 1.2.2 Appointments to Council shall be for a three-year term, except for the initial appointments. For the initial appointments one CAFN nominee and one Minister's nominee shall be appointed for one year, one CAFN nominee and one Minister's nominee shall be appointed for two years and one CAFN nominee and Minister's nominee shall be appointed for three years. (per Section 16.6.5.1)
- 1.2.3 All appointments to Council shall be during good behavior.
- 1.2.4 All appointments of alternate members shall be for a three-year term.
- 1.2.5 An alternate member shall only receive remuneration and travel expenses and may only vote in the absence of a member nominated by the party which nominated the alternate if the alternate has been requested to fulfill the requirements for a quorum.
- 1.2.6 When an alternate member attends an Alsek RRC meeting where all members nominated by the party which nominated the alternate are present; the alternate will not be permitted to vote but shall

receive remuneration and travel expenses for their attendance as a component of membership training.

- 1.2.7 A grace period of 120 days will be allowed for members whose terms have expired to enable the Council to function in full capacity until an official appointment or re- appointment is received from the Minister.

1.3 Council Member Responsibilities

The duty of the individual council member is to work with the other members of council to achieve a sense of group responsibility in fulfilling the councils mandate and objectives of the UFA. To accomplish this, members will:

- 1.3.1 Keep informed of fish, wildlife and habitat issues
- 1.3.2 Read council packages and information in preparation for meetings
- 1.3.3 Participate fully in council meetings
- 1.3.4 Spend time on the land to maintain a practical perspective on Yukon resources and the people who depend on them
- 1.3.5 Not publicly contradict council decisions
- 1.3.6 Be respectful of staff and other members
- 1.3.7 Be on time and of a sober mind for meetings
- 1.3.8 Participate in working groups, conferences and workshops related to the council mandate
- 1.3.9 Be familiar with council's operating procedures
- 1.3.10 Coordinate with the co-chair and executive director any expected absence from meetings
- 1.3.11 Address concerns about staff through the co-chair
- 1.3.12 Be a contact for council issues outside of council time
- 1.3.13 Alternate members will not represent the ARRC at workshops, conferences, meetings and training that take place away from the office unless previously approved by Council

1.4 Co-Chair Responsibilities

In addition to all council member responsibilities described in section 1.3, Co-Chairs must;

- 1.4.1 Ensure the integrity of the council's processes and represent the council publicly. They are the only members authorized to speak for the council publicly and with governments, other than in specifically authorized instances.
- 1.4.2 The task of the co-chair is to ensure that the council operates consistent with its own policies and consistent with the obligations imposed on the council through the UFA and UFA Implementation Plan
- 1.4.3 The co-chairs are responsible for chairing the meeting in a manner that meets objectives and allows the meeting to continue in a productive and respectful manner
- 1.4.4 Deliberation will be fair, open and thorough but also efficient, timely and to the point
- 1.4.5 The co-chairs are authorized to make decisions, based on a reasonable interpretation of Council Process and council/staff relationship policies
- 1.4.6 The co-chairs may delegate authority in their absence, but will remain accountable for its use
- 1.4.7 The co-chairs will work closely with the executive director
- 1.4.8 Co-chairs will be tasked with dealing with any conflicts or disputes between council members/staff

1.5 Code of Conduct

This code of conduct is intended to outline professional conduct expectations for interactions between Alsek RRC council members, staff and the public in a way that preserves and maintains the integrity and reputation of the Alsek RRC.

The Alsek Renewable Resource Council expects of itself and its members ethical and business-like conduct. This includes proper use of authority and behaviour when acting as Council members. The Council expects its members to treat one another and staff members with respect, cooperation and a willingness to deal openly on all matters.

- 1.5.1 Members shall be loyal to the organization and are accountable to exercise the powers and discharge the duties of office honestly, in good faith, and in the best interests of the organization. This accountability supersedes the personal interests of any member
- 1.5.2 Council members shall disclose any conflict of interest as outlined in the council's policies
- 1.5.3 Council members shall not divulge any confidential matters brought before the Council
- 1.5.4 Council members may not attempt to exercise individual authority over the organization except explicitly set forth in council policies
- 1.5.5 Council members interactions with the Executive Director or staff must recognize that an individual member or group of members does not have authority other than explicitly stated in Council policy
- 1.5.6 Council members will not assess the Executive Director or staff except in relation to performance expectations as set forth in Council policies
- 1.5.7 The council shall be responsible for making policy decisions and ensuring through the Executive Director that the appropriate staff and structures are in place to carry out the policies and day to day tasks of the organization
- 1.5.8 Council members interaction with the public, press or other entities must recognize the same limitation and the similar inability of any member to speak for the Council
- 1.5.9 Council members shall attend meetings on a regular and punctual basis. Absence of a member from more than three consecutive regular meetings shall be cause for the Council to review the appointment. If a member expects to be absent for more than two meetings, prior authorization from the council will be required. A member must attend at least five out of the last seven regular meetings.
- 1.5.10 Members must be in good behaviour when attending meetings, this includes of a sober mind; free of any alcohol or inhibiting drugs

1.6 Conflict of Interest

These Conflict of interest guidelines shall be interpreted to be consistent with the UFA.

- 1.6.1 No person shall become or remain a council member where that person is in an ongoing position of conflict of interest with the Council.
- 1.6.2 RRC members, may not receive personal gain, financial or otherwise, by virtue of their RRC membership position. This does not include honoraria, per diems etc. paid to active members.
- 1.6.3 An ARRC member may not use their RRC position to give benefits or special favours to others
- 1.6.4 No council member, his or her spouse/spousal equivalent or dependant shall enter into any business with the Council in which they are interested directly or indirectly except:
 - a) on a written and competitive sealed quotation basis; and
 - b) having declared any interest therein, and the applicable member having received direction from Council
- 1.6.5 An ARRC member may not place themselves in a position where they could be under obligation to anyone who might seek benefit from their position.
- 1.6.6 Should a conflict of interest arrive, it should be disclosed to the Executive Director and Council and the member should remove themselves from the decision-making process, such conflicts of interest include, but are not limited to:
 - a) Any question affecting a private corporation of which the Council member or their immediate family is a shareholder;
 - b) Any question affecting a partnership or firm in which they are a member;
 - c) Any question affecting an organization of which they are a Board member;
 - d) any question in which the council member or a member of their immediate family has a direct financial interest;
 - e) Any matter in which the council members ability to act in the best interest of the Council may be or appear to be compromised by an outside interest.
- 1.6.7 Once a conflict is declared it must be recorded in the meeting minutes

1.6.8 Council member shall not engage in “double-dipping”. Double-dipping includes but is not limited to the following example:

a) Members receiving regular pay from their employer, as well as collecting honoraria from the Council or mileage expenses from two organizations for the same meeting/trip.

2 Quorum

- 2.1 A quorum of 4 members, 3 members plus the chair or acting chair shall be necessary for the making of Board decisions.
- 2.2 No voting by proxy is allowed.
- 2.3 Member phone-in will count toward quorum, but this should only be used in dire circumstances where the member has just cause to not be physically present

3 Consensus

- 3.1 Decisions made by Council shall be by consensus wherever possible and shall always require a majority vote in favor, with each member having one vote.
- 3.2 The Co-Chairs shall in the event of a deadlock or tie vote, be responsible for resolving the disagreement of the Council, and shall, where necessary, cast the deciding vote on any issue which cannot otherwise be resolved.
- 3.3 Records of meetings shall recognize “dissenting” opinion in the context of a “compromise” to allow consensus for the sake of progress, Where a decision is reached without consensus the “dissenting” member shall be restricted to either the following when speaking for the Council on a decision process for which he/she had the dissenting opinion:
 - 1) Refrain from comment
 - 2) Support the decision of Council

4 Recommendations

- 4.1 Recommendations to the Minister (Yukon), the Minister (Canada), The Champagne and Aishihik First Nations and the Yukon Fish and Wildlife Management Board on matters as outlined in the Final Agreement are Prepared during council meetings or in written form and hand delivered for signature of Co-Chairs consistent with Sections 2 and 3 of the Operating Procedures.
- 4.2 Any recommendations made as per 4.1 must receive majority approval by the Council.

4.3 Process & Time lines for Recommendations of the Alsek Renewable Resource Council to Minister:

Note: Confidentiality applies:

- 1) Until process complete; or
- 2) Until time for process has expired (UFA Reference 16.8.3)

WHO	WHAT	TIME	UFA REFERENCE
Part 1 Council	MAKING OF RECOMMENDATIONS -makes recommendation (see 16.8.1 for list of recommendations to which this process applies)	Day 1	16.8.1
Part 2A Minister	ACCEPTANCE OF RECOMMENDATION -accepts recommendation or decision -possible extension of time by Minister	Within 60 Days of Day 1 Additional 30 days (90 Days from Day 1 in total)	16.8.4 16.8.4.1
Part 2B Minister	SET ASIDE, VARY, REJECT RECOMMENDATIONS -sets aside, carries or replaces recommendation made by Council; must be accompanied by written reasons to Council – sent back to Council to reconsider recommendations -possible extension of time by Minister	Within 60 Days of Day 1 Additional 30 Days	16.8.4 16.8.4.1
Council	-makes final recommendation, taking into account written reasons of Minister for sending back to Council -possible extension of time by Minister	30 Days from receipt of Ministers request to reconsider (becomes Day1+) No specified time discretion of Minister	16.8.5 16.8.5.1
Minister	-accept or vary or set aside and replace final recommendation -if Minister wants to vary or set aside and replace recommendation concerning determination of Total Allowable Harvest, time extension possible to facilitate reached consensus with Yukon First Nation	Within 45 Days of Day1+	16.8.6
Minister	-notice to Council of final decision respecting Council recommendation	No specified time	16.8.6.5
Part 2C Minister	DISPUTE RESOLUTION -refer matter to dispute resolution under 26.4.0 (can only occur after Part 2A and / or Part 2B are completed)	No specified time	16.8.8
Part 3 Government	IMPLEMENTATION -implement recommendations and decisions accepted by the Minister (re: initial	As soon as practicable	16.8.7.1

	recommendation of Council accepted – Part 2A above) -implement decisions of Minister (re: final decision of Minister following re-consideration by council (part 2B above))		16.8.7.2
	-where two above situations don't apply, implement all recommendations or decisions of Council if time limits described above have expired		16.8.7.3
Part 4 Minister/ Yukon First Nation/ Affected person	APPEAL MECHANISM -final recommendations of Council concerning bylaws for management of furbearers may be appealed to Supreme Court of the Yukon vis a vis natural justice, errors are law, decisions of erroneous finding of fact that Council made irresponsibly	Within 60 days of final decision being made by Council	16.8.9

5 **Meetings**

- 5.1 The Council shall meet once per month but can decide on more or fewer meetings as necessary.
- 5.2 The Executive Director will be responsible for all meeting and accommodation arrangements for the Chairperson and Council Members.
- 5.3 Notice of the following meeting will be given at the preceding meeting. Special meetings may be called by the Chairperson. Wherever possible, notice of a special meeting shall be seven days in advance.
- 5.4 In camera sessions may be held at any time during a regular public council meeting. At this time all persons excluding members and the Executive Director are asked to leave the room until the in-camera issue is dealt with, all persons may then re-enter the meeting.
- 5.5 All meetings require quorum. If quorum is not achieved then the meeting will be postponed to a later date.

6 **Minutes and Correspondence**

- 6.1 All meetings shall be voice recorded in their entirety, unless otherwise requested and approved by way of a majority vote, with the exception of in-camera sessions, which will not be recorded. Summary minutes shall be provided to Council members by the Executive Director three days before the next regularly scheduled meeting. Recordings will be categorized and saved.

- 6.2 A “Summary of Decisions” listing actions items; motions passed; and recommendations shall be prepared by the Executive Director based on the minutes of each meeting.
- 6.3 Distribution copies of minutes will omit recommendations to the Minister to ensure Council complies with “confidentiality of recommendations” as outlined in the Final Agreement.
- 6.4 The Executive Director shall maintain a list of correspondence for consideration by Council and Chair at regular monthly meetings and forward any pertinent information between meetings.

7 Honoraria

7.1 Member Honoraria

- 7.1.1 Members and alternate members shall receive an honorarium of \$200.00 per 8-hour day, or for any meeting that is held with less than 7 days notice.
- 7.1.2 For any meetings hosted within 15 km of a members residence within the CATT, that is less than 2 hours in duration, members will be compensated half the daily honorarium amount (\$100); the exception shall be out of town meetings where travel is required, or where a member must travel more than 15 km from their residence to attend, in which case a full day’s honorarium will be paid.
i.e.: A member who travels from Canyon or Champagne to a meeting in Haines Junction will receive a full day’s honorarium regardless of duration
- 7.1.3 Members taking part in training opportunities shall be eligible for payment of training fees, honoraria (based on an 8-hour day as above), per diem expenses and accommodation costs.
- 7.1.4 Members and alternate members shall receive honoraria on a pro rated basis for council work and meeting preparation. Reports of such work shall be submitted to the Executive Director before payment is made.
- 7.1.5 Honoraria will not be paid in advance of a meeting
- 7.1.6 When an alternate member attends an Alsek RRC meeting where all members nominated by the party which nominated the alternate are present, the alternate will not be permitted to vote but shall receive remuneration and travel expenses for their attendance as a component of

membership training.

- 7.1.7 Alternate members will only be compensated for regularly scheduled meetings hosted by the Alsek RRC; to be compensated for any additional meetings will require a vote by council with just cause for the alternate to attend. (i.e. No other council members available, or council deems the alternates expertise is required)
Absence of an alternate member for three consecutive calls shall be cause for the Council to review the appointment.

7.2 Chair Honoraria

- 7.2.1 The chair or acting chair shall receive an honorarium of \$250.00 per 8-hour day, or for any meeting that is held with less than 7 days notice.
- 7.1.8 For any meetings hosted within 15 km of a members residence within the CATT, that is less than 2 hours in duration, Co-Chairs will be compensated half the daily honorarium amount (\$125); the exception shall be out of town meetings where travel is required, or where a member must travel more than 15 km from their residence to attend, in which case a full day's honorarium will be paid.
i.e.: A member who travels from Canyon or Champagne to a meeting in Haines Junction will receive a full day's honorarium regardless of duration
- 7.2.2 The chair or acting chair shall be eligible for payment of training fees, honoraria (based on an 8-hour day as above), per diem expenses and accommodation costs.
- 7.2.3 The chair or acting chair shall receive honoraria on a pro rated basis for council work and meeting preparation. Reports of such work shall be submitted to the Executive Director before payment is made.
- 7.2.4 Honoraria will not be paid in advance of a meeting

8 Travel & Accommodation

- 8.1 Council members shall receive reimbursement of expenses incurred for approved council work, training or meeting attendance.
- 8.2 The Executive Director shall receive reimbursement of expenses incurred for approved council work, training or meeting attendance.
- 8.3 Travel and meal allowance rates shall be reimbursed to Council members or the Executive Director at rates set out in YTG's travel rates.
- 8.4 Travel and meal allowance may be paid in advance for meetings outside of the CATT when requested by the member and approved by co-chairs. Should the

member fail to attend the meeting they will be required to pay back these funds immediately. Failure to return funds will result in no further advances.

- 8.5 During the months of November to March, for meetings located outside of the CATT members may have rooms covered by council if the meeting ends at 5pm or later, and or it the meeting starts at 9am or earlier
- 8.6 Council members shall receive \$150 per day for the use of their ORV for ARRC business

9 Other Council Expenses

- 9.1 Other Council expenses not outlined above shall be eligible only upon approval by Council.

10 Administration and Finance

The Operational and Fiscal Year of Council is April 1st to March 31st

10.1 Banking

- 10.1.1 The Council shall maintain an account with the Canadian Imperial Bank of Commerce.
- 10.1.2 Three council members are authorized as signing officers for the Council. As well as the Executive Director for administrative purposes (i.e.: entering the direct deposits through CIBC'S Cash Management Online System). Cheques and other banking documents must display two authorized signatures.
- 10.1.3 Council will use CIBC's Cash Management Online system for online banking, direct deposits and to make payments to the CRA through CIBC's Government Payment Filing System. This is a token system that allows for the mandatory requirement of two signatories to approve any online payment in order for it to be authorized.

10.2 Payment Authority

Expenditures which do not require prior authorization by Council are as follows:

- a) Meeting expenses
- b) Administrative expenses (i.e. Rent/Bill Payments)
- c) Honoraria and Travel Claims
- d) Minor Fees (under \$500.00)
- e) Travel advances (under \$500.00)

All other anticipated expenditures shall be first reviewed and authorized by council.

10.3 Record Keeping

10.3.1 It shall be the responsibility of the Executive Director to maintain records of all financial transactions according to Generally Accepted Canadian Accounting Principles and Practices.

10.3.2 The Executive Director shall prepare and submit for review monthly financial statements at regular Council meetings.

10.3.3 Financial records shall be available for inspection by Council at any time.

10.4 Payments and Purchases

10.4.1 The Executive Director shall reimburse members for minor expenses upon submission of appropriate receipts.

10.4.2 Accounts Payable shall be kept current and payment shall be made no later than 30 days from receipt of invoice or statement.

10.5 Contracts and Consultants

10.5.1 The Council may arrange for the services of outside consultants. Such services must first be approved by Council.

10.5.2 A formal contract between council and consultant is required for amounts exceeding \$1,000.00.

10.5.3 A memorandum of understanding is sufficient for amounts not exceeding \$1,000.00.

10.6 Workplan, Budget, Audit and Annual Report

The Executive Director shall prepare the Workplan, Budget, Audit and Annual Report with assistance, input and review of Council and Chairs, as required and to meet the deadlines as laid out in the current fiscal years' Transfer Payment Funding Agreement.

11. Public Relations

11.1 The Chairperson shall be the spokesperson for the Council unless otherwise directed by Council.

11.2 Press releases are prepared by the Chairperson and Executive Director and approved by Council at the conclusion of a meeting. Council members noted as contacts for press releases shall be first identified at a meeting.

- 11.3 Regular Council meetings are open to the Public. Persons wishing to address Council shall first notify the Executive Director to be placed on the Agenda for the days meeting.

12. Issues

- 12.1 The Council will respond in writing to any person bringing issues to its attention.
- 12.2 Council shall follow its own directive on screening when determining the course of action for this issue. (See Appendix C)

13. Legal

- 13.1 As a general principle, legal opinions will not be sought by Council on internal matters or recommendations.
- 13.2 A lawyer shall only be engaged by authority of a Council motion, and shall be engaged only for that period and the specific issue for which engagement was made.

14. Closure of Office and Cancellation of Meeting

- 14.1 Should the temperature be -40 or below, any ARRC meetings will be cancelled and rescheduled.
- 14.2 All meetings require quorum. If a quorum is not achieved, then the meeting will be postponed to a future date.

15. Obligations – Mandate of Council

See Appendix A, Page 15-20.

16. Duties and Conditions of Employment of the Executive Director

Duties of Executive Director - See Appendix B, Page 21-24

Employment Guidelines – See Appendix C, Page 25-26

17. Screening Criteria & Methodology

See Appendix D, Page 27-28

18. Terms and Definitions

See Appendix E, Page 29-32

Documents used for creation of these procedures:

CAFN Final Agreement - CAFN Final Agreement – Implementation Plan
Contribution Agreement between Alsek Renewable Resource Council and Government of Yukon - Renewable Resource Council Manual/Handbook

Appendix A:

Alsek RRC Mandate

(as per the Champagne and Aishihik First Nation Final Agreement and Implementation Plan)

16.6.0 Renewable Resources Councils

16.6.1

In each Yukon First Nation's Traditional Territory, a Renewable Resources Council shall be established as a primary instrument for local renewable resources management in that Traditional Territory as set out in a Settlement Agreement.

Composition of Councils

16.6.2

Subject to Transboundary Agreements and Yukon First Nation Final Agreements, each Council shall be comprised of six members consisting of three nominees of the Yukon First Nation and three nominees of the Minister.

Specific Provision

16.6.2.1

The Champagne and Aishihik First Nations and the Minister may each nominate one additional member as an alternate member to the Council.

16.6.2.2

Subject to 16.6.2.3, an alternate member may participate in the work of the Council.

16.6.2.3

An alternate member shall only receive remuneration and travel expenses and may only vote in the absence of a member nominated by the party which nominated the alternate.

16.6.3

Each Council shall determine its own procedures for selecting its chairperson from its membership. The Minister shall appoint the chairperson selected by the Council.

16.6.3.1

In the event that a Council fails to select a chairperson within 30 days of the position being vacant, the Minister shall appoint a chairperson from the membership of the Council after Consultation with the Council.

16.6.4

Unless otherwise provided in a Yukon First Nation Final Agreement, Council members shall be resident within that Traditional Territory.

Specific Provision

16.6.4.1

For the purposes of 16.6.4, a resident is a person who has long term familiarity with the Champagne and Aishihik First Nations Traditional Territory and its renewable resources and who lives in the Champagne and Aishihik First Nations Traditional Territory.

16.6.5

Unless otherwise provided in a Yukon First Nation Final Agreement, appointments to a Council shall be for a five-year term, except for the initial appointments. One third of the initial appointments shall be made for three years, one third for four years, and one third for five years. Thereafter, the appointments shall be for five years. All appointments to the Council shall be during good behaviour.

Specific Provision

16.6.5.1

Subject to 16.6.5.2, appointments to the Council shall be for a three-year term, except for the initial appointments. For the initial appointments, one Champagne and Aishihik First Nations nominee and one Minister's nominee shall be appointed for one year, one Champagne and Aishihik First Nations nominee and one Minister's nominee shall be appointed for two years, and one Champagne and Aishihik First Nations nominee and one Minister's nominee shall be appointed for three years.

16.6.5.2

All appointments of the alternate members shall be for a three-year term.

16.6.6

Each Council shall make provisions for public involvement in the development of its decisions and its recommendations.

16.6.7

Each Council shall prepare an annual budget, subject to review and approval by Government. The budget shall be in accordance with Government guidelines and may include:

16.6.7.1

remuneration and travel expenses for attendance of Council members at Council meetings

16.6.7.2

the costs of public hearings and meetings

16.6.7.3

a budget for research review, public information and other activities; and

16.6.7.4

other items as the Council and Government agree on; and the approved budget of the Council shall be a charge on Government.

16.6.8

The first annual budget for a Council and a multi-year financial forecast of its operation shall be set out in the implementation plan for that Yukon First Nation Final Agreement.

Powers and Responsibilities of Councils

16.6.9

Each Council, acting in the public interest and consistent with this chapter, may make recommendations to the Minister, the affected Yukon First Nation, the Board and the Sub-Committee on any matter related to Conservation of Fish and Wildlife.

16.6.10

Subject to Yukon First Nation Final Agreements, and without restricting 16.6.9, each Council:

16.6.10.1

may make recommendations to the Minister on the need for and the content and timing of Freshwater Fish and Wildlife management plans, including Harvesting plans, Total Allowable Harvests and the allocation of the remaining Total Allowable Harvest, for species other than the species referred to in 16.7.12.2

16.6.10.2

may make recommendations to the Board regarding local management concerns for the species referred to in 16.7.12.2

16.6.10.3

may make recommendations to the Salmon Sub-Committee on allocation of commercial and other uses of Salmon and on other matters designated in 16.7.17.12

16.6.10.4

may identify and recommend to the Board harvest requirements, including harvest requirements within the adjusted Basic Needs Level, within guidelines established in Yukon First Nation Final Agreements

16.6.10.5

may make recommendations to the Sub-Committee on the need for and the content and timing of Salmon management plans

16.6.10.6

may establish bylaws under the Wildlife Act, R.S.Y. 1986, c. 178, in accordance with 16.11.0, for the management of Furbearers

16.6.10.7

may make recommendations to the Minister and affected Yukon First Nation on the management of Furbearers

16.6.10.8

may make recommendations to the Minister and affected Yukon First Nation, in accordance with 16.11.0, on the use of traplines and the reassignment of all new, vacant and under-utilized traplines

16.6.10.9

may make recommendations to the Minister on priorities and policies related to enforcement of Legislation and on alternatives to penal sanctions with respect to Fish and Wildlife

16.6.10.10

may review and make recommendations to the Minister on allocation of and terms and conditions for commercial uses of Wildlife and Fish other than Salmon

16.6.10.11

may review and make recommendations to the Minister on applications for research permits granted by Government for Fish and Wildlife management-related research activities within the relevant Traditional Territory; and

16.6.10.12

may make recommendations to the affected Yukon First Nation regarding the Yukon First Nation's management of Fish and Wildlife on its Settlement Land pursuant to 16.5.1.8.

Specific Provision**16.6.10.13**

shall seek the consent of the Champagne and Aishihik First Nations before recommending the approval of proposed game farming or game ranching activities in the Champagne and Aishihik First Nations Traditional Territory, where in the Council's opinion the proposed game farming or game ranching would have an adverse effect on the Harvesting rights of Champagne and Aishihik People under this Agreement.

16.6.11

Each Council shall be granted status as an interested party to participate in public proceedings of any agency, board or commission on matters that affect the management and Conservation of Fish and Wildlife and their habitats within the relevant Traditional Territory for which that Council was established.

16.6.12

With the consent of the Minister and the affected Yukon First Nations, a Council may merge with other Councils to establish a regional Council with the same powers and responsibilities as a Council.

16.6.13

The Minister shall recommend to the Yukon Legislative Assembly an amendment to the *Wildlife Act*, R.S.Y. 1986, c. 178 to enable the Council to establish bylaws under the *Wildlife Act*, R.S.Y. 1986, c. 178 pursuant to 16.6.10.6.

16.6.14

Where the Minister proposes to implement a Total Allowable Harvest which would require the implementation of Basic Needs Level provisions for a species or population in a Traditional Territory in accordance with this chapter, the affected Council may make recommendations to the Minister on alternative measures that could be considered in the place of implementing the Basic Needs Level provisions.

16.6.15

Government shall provide Councils with the results of research under 16.6.10.11.

16.6.16

Where a Council does not carry out one of its responsibilities, the Minister, after giving notice to the Council, may undertake to fulfill that responsibility directly or delegate that responsibility to the Board.

16.6.17

Upon request by the Council, the Minister and the affected Yukon First Nation shall make available to the Council information in their possession reasonably required for the Council to carry out its functions under this chapter.

17.4.0 Renewable Resources Councils

17.4.1

A Renewable Resources Council may make recommendations to the Minister and the affected Yukon First Nation with respect to Forest Resources Management on Settlement Land and Non-Settlement Land within that Yukon First Nation's Traditional Territory, including:

17.4.1.1

the coordination of Forest Resources Management throughout the Yukon and in the relevant Traditional Territory;

17.4.1.2

the need for, and the content and timing of, Forest Resources inventories and management plans;

17.4.1.3

the policies, programs and Legislation which affect Forest Resources;

17.4.1.4

proposals for Forest Resources research;

17.4.1.5

forest fire suppression plans, including the human, technical and financial resources required, the definition and establishment of priority zones for fire fighting and procedures for the monitoring, periodic review and amendment of the plans;

17.4.1.6

the allocation and use of Forest Resources for commercial purposes, including the terms and conditions of tenure, standards of operation, rates of harvest and means of access to Forest Resources;

17.4.1.7

employment opportunities and training requirements in Forest Resources Management and commercial Forest Resources harvesting;

17.4.1.8

measures for the control of forest pests and diseases; and

17.4.1.9

other matters relating to the protection and management of Forest Resources.

17.4.2

Upon request by a Renewable Resources Council, the Minister and a Yukon First Nation may make available to the Council information in their possession with respect to the following:

17.4.2.1

Forest Resources inventories;

17.4.2.2

Forest Resources Management plans;

17.4.2.3

proposals for Forest Resources research; or

17.4.2.4

information on policies and programs related to Forest Resources.

17.4.3

Renewable Resources Councils shall cooperate with each other and with Yukon First Nations in matters of common concern and shall explore means of coordinating their activities.

17.4.4

Yukon First Nations shall cooperate with each other and with Renewable Resources Councils in matters of common concern and shall explore means of coordinating their activities.

17.4.5

A Renewable Resources Council may submit a budget for costs of carrying out its responsibilities under this chapter as a part of the budget submitted under 16.6.7.

Appendix B

ALSEK RENEWABLE RESOURCE COUNCIL - EXECUTIVE DIRECTOR DUTIES

OVERVIEW

The primary function of the Executive Director is to provide administrative, financial and operational support to the Council. This includes preparing all materials, financial documents and information necessary for Council operations, maintaining a public office, related equipment and environment. As the liaison between the Council and the public, UFA Boards and Councils, various governments and funding agencies, this person is responsible for maintaining public access to the Council. The Executive Director position is a permanent, full-time position (37.5 hours weekly). This position is required to work within flexible hours to support the Council, with some travel and evening meetings.

PRINCIPAL DUTIES:

Arranges and coordinates the Councils activities, including meetings, teleconferences, public events, the annual meetings of Chairs and Renewable Resource Councils, and maintains daily/monthly calendars.

Researches, prepares background information and is knowledgeable of and able to speak to, issues and activities of Council. Has regular contact with Chair- Co-Chairs to discuss direction and exchange information. Communicates the activities of Council to the public, through face to face meetings, community engagement opportunities, social media and newsletters. Attends public functions and meetings with government partners and stakeholders as requested to by the Council. Provides administrative, financial and logistical support, preparing correspondence, minutes, invoices, payroll, and various reports.

Daily

- Maintain files, keeping current active files available and inactive files stored for reference.
- Pick up mail daily.
- Alert ARRC members to new material received, when relevant.
- Check and respond to email, mail and telephone messages. Maintain email accounts and email forwarding information to the Council when appropriate, incoming requests, correspondence and reports.
- Ensure outgoing correspondence is discussed with and approved by Chairs or Co-Chairs.
- Maintain all financial information in an electronic format, and hard copy.
- Ensure office is clean and tidy and supplies well stocked.
- Maintain electronic back-ups of emails and digital files.
- Draft Council correspondence, seeking approval from Chair or Co-Chairs prior to distribution.

Monthly

- Prepare monthly financial statements for Board review.
 - maintaining annual budget
 - reconciling bank account
 - processing monthly financial documents for review i.e. Income Statement, Balance Sheet, List of transactions.
 - ensure all funding is received and accounted for.
- Prepare accounts payables and payroll
 - recording all transactions
 - verifying invoices
 - preparing cheques for signatures and Cash Management Online for approvals
 - obtaining signatures for payments/ approvals
 - preparing and sending remittances to Canada Revenue Agency monthly
- Prepare and submit quarterly reports and funding requests to Yukon Government
- Maintain all bank accounts, cheque books and electronic banking.
- Comply with the Yukon Government Contribution Agreement and Alsek RRC policies for the expenditure of Council funds.
- Pay accounts payable in a timely manner to avoid fees.
- Prepare remuneration to Council members for time carrying out Council business and travel costs.
- Assist with Council member travel arrangements for meeting and conferences out of the community.
- Coordinate regular meetings for the Council, and others as requested or needed.

Annually

- Review and comply with milestones of the Yukon Government Contribution Agreement
- Prepare and maintain Annual Budgets, Workplans and Year End financial/ activity reports for Council approval for submission to Yukon Government.
- Prepare financials for an annual audit.
- Prepare T4's and annual reporting to Canada Revenue Agency, GST refund and Workers Compensation payments.
- Maintain and track any other agreements made with YG or other partners, taking actions necessary to fulfill these agreements.
- Coordinate and plan annual open house style and other meetings.
- Arrange and maintain office space lease.

MEETING OPERATIONS

Before monthly scheduled meetings:

- Confirm attendance of meeting participants

- Prepare and distribute agendas, draft minutes and materials relevant to the agenda in advance.
- Research materials and present information as requested by the Council for discussion at the meetings.
- Schedule any guest speakers or delegations as requested by the Council.
- Prepare a Council package and distribute by email to each Council member.
 - Include relevant correspondence, emails, reports.
 - Prepare an Administrative report that details any other pertinent information.
 - Provide calendar of events updates in packages
 - Provide financial summaries monthly.

During meetings:

- Prepare recording device and record the meeting. Ensure digital files are retained.
- Ensure each member has meeting materials.
- Offer input to the Council at meetings when appropriate
- Present reports on finances and administrative activities.
- Present any new materials, correspondence or communication, indicating which require Council attention or response.

After Meetings

- Flag any action items and carry out or track each item with Board members responsible.
- Draft meeting minutes for distribution prior to the next meeting.
- Assist with drafting resolutions with Chair or Co-Chairs.
- Maintain confidentiality around “in-camera” discussion or confidential information as brought to the attention of the Council.

COMMUNICATION/LIAISON

This requires personal communication with ARRC members. Make certain that every Council member receives communications and information in a timely manner. Council members are required to provide contact information and specify preferred communication methods to the Executive Director.

- Maintain formal and informal ties with Champagne Aishihik First Nations, Yukon Government and Government of Canada
- Maintain ties with other UFA Boards as necessary.
- Respond to requests and inquiries, and relaying Council information or requests, as appropriate.
- Assist Council members to obtain materials or research information, in drafting correspondence or other requests required by the Council to make decisions, and to carry out the Councils activities and mandate.
- Prepare pamphlets, booklets, and publications of Alsek RRC information and projects, as well as newsletters that inform on a regular basis, as established by the Board.

- Prepare information about the activities of the Alsek RRC for public usage using local publications i.e. The “Echo”, CAFN’s *Dàkwāni*, *ARRC’s website and social media*.
- Prepare information and advertisements daily/ weekly/ monthly using social media i.e. Facebook, web page, and other electronic presence, remaining adaptable to future electronic presence.
- Coordinate community engagement opportunities, Open House’s, and other public meetings as requested by the Council.
- Attends CAFN General Assemblies to offer Council activity information.
- Keep up to date on local, regional, and national issues relevant to the Council’s mandate and maintain contact on issues and projects being reviewed by the Council.

RELATED DUTIES

- The Council may take on major projects the require duties beyond those described. These will be discussed with the Executive Director as they occur.
- The Executive Director may be asked to seek, apply for and monitor funding for projects
- Have a familiarity and respect for the Champagne and Aishihik First Nations Government and Final Agreement
- Ensure confidentiality is respected, and ethics are always protected.

Appendix C

EXECUTIVE DIRECTOR GUIDELINES AND CONDITIONS OF EMPLOYMENT:

The Executive Director Shall:

- 1) Perform all duties listed in Appendix B of the Alsek RRC's Operating Procedures and Policies.
- 2) Maintain a standard of confidentiality in working with the public and dealing with Council matters.
- 3) Express no opinion on Council business except; on administrative matters, as requested by Council and as established by motion and recorded in the minutes, or directed by the Co-Chairs.
- 4) Not represent Council in any official capacity unless directed to do so by Council
- 5) Attend relevant training agreed to by the Council at Council's expense

Employment/Compensation:

The Executive Director Shall:

- 1) Be compensated for travel/per-diems and accommodations at the YG Travel Rates; same as Council members.
- 2) Be compensated for all hours of employment; hours worked over 37.5/week will be compensated as time in lieu. The ED may elect to bank up to 75 hours of time in lieu, any additional hours must be used during the specific pay period
- 3) The Executive Director may choose, with approval from Council to work less than 37.5 hours per week when the workload is light and permits reduced hours – the Executive Director will only be compensated for hours worked.
- 4) The Executive Director will receive a \$100 allowance per month to cover cost of using their personal vehicles for work errands within their jurisdiction where mileage is not being compensated and for use of their personal phone for council related matters.

Salary and raise's will be reviewed and approved by council and will be reflective of Council's limited funding and mandate.

Other Benefits:

- 1) The employee shall accrue vacation at a rate of %6 which equals 3 weeks paid vacation should the employee work a full 37.5 hours per week.
- 2) The employee will be paid for all Statutory and Yukon Government issued holidays.
- 3) The employee shall receive or accrue 1.25 sick days paid per month.
- 4) The Alsek RRC will pay for the Employees standard health benefit plan administered through the Yukon Fish and Wildlife Management Board after the completion of a 6-month probation period.
- 5) The Alsek RRC will match contributions to the Employee's RRSP's at a rate of %5.5 gross wages per pay period upon successful completion of their 6-month probation period.

Termination and Resignation:

Should the Executive Director fail to carry out required duties to allow for the efficient operation of the Alsek RRC office and it's ability to meet it's mandate; council will conduct an employee evaluation and provide in writing changes they would like to see made. Should the Executive Director fail to complete and achieve their duties and not meet the standards laid out in these procedures or as reasonably requested by Council, Council may elect to terminate the Executive Directors position with just cause by way of Motion with a majority vote. Reasons and process for termination must comply with the Canada Labour Code, Yukon Employment Standard's Act and Workers Compensation Regulations.

Council may elect to conduct an employee evaluation at any time.

Should the Executive Director resign; they shall do so with a minimum of 2 weeks written notice and their termination must comply with the Canada Labour Code, Yukon Employment Standard's Act and Workers Compensation Regulations.

The above Employment Guidelines have been reviewed, understood and agreed to by both the RRC and the Employee, and signed in each others presence.

Co-Chair

Co-Chair

Executive Director

Signed on the effective date of hire:

Appendix D

SCREENING CRITERIA & METHODOLOGY OF ISSUES & MATTERS BROUGHT TO COUNCIL

Scope

1. Screening criteria is established to review matters referred to Council from various sources to determine:
 - 1.1 Is it substantive;
 - 1.2 Is it within the mandate of council;
 - 1.3 Is it a matter which council wishes to comment or make recommendations on, and;
 - 1.4 Is there enough background information available in order to allow it to be dealt with, and if not, what should be done before it is considered by council.

Pre-screening

2. The Executive Director shall be responsible for receiving all submissions and for:
 - 2.1 Recording each matter referred to the Council;
 - 2.2 Drafting acknowledgment letters to the person/party that has referred a matter to Council;
 - 2.3 Complete a pre-screening report based on the following criteria:
 - a. What is the issue?
 - b. Why is it an issue?
 - c. Is the issue within CAFN Traditional Territory?
 - d. Is the issue within an overlap area
 - e. Has the overlap area First Nation given consent for Council to investigate the issue?
 - f. What other parties/persons have interest in the issue?
3. The screening committee shall consist of the Chairs and the Executive Director, and shall at a meeting address the following questions:
 - 3.1 Jurisdiction:

The screening committee shall determine if Council has jurisdiction on a matter, and if not shall recommend referral to the appropriate party/person.
 - 3.2 Priority:

If the committee finds that Council has the jurisdiction to comment or recommend on a matter, they should then determine, according to priority and current work plans whether Council will consider the issue.

3.3 Adequate Information:

The committee shall determine if there is adequate information available in appropriate form to permit the Council to consider and make a decision on the matter; and if not, should identify the information gaps and recommend methods for obtaining sufficient information before the matter is given further consideration.

Screening

4. Council Consideration

- 4.1 The screening committee shall report to Council its recommendations concerning a matter.
- 4.2 Recommendations made to Council by the committee are not binding to Council.
- 4.3 Council upon acceptance shall review the following:
 - a. Determine priority, a matter may be set aside, rescheduled or dealt with in the manner the Council determines appropriate.
 - b. In the event a matter is deferred, the reason for this shall be identified so those that raised the matter can be notified.
 - c. In the event Council determines the matter shall be dealt with, it shall; determine a working team comprised of 2 Council members and the Executive Director as/if required.

Action

5.1 The working team shall:

- 5.1.1 Summarize all relevant information and consultation advice collected;
- 5.1.2 This information shall present the perspectives of all interested persons/parties;
- 5.1.3 Where significant differences exist on a matter, they shall be identified in the report;

5.2 The working team shall report to Council in written – report form their recommendation addressing the following:

- 5.2.1 Anticipated effects on conservation
- 5.2.2 Anticipated effects on habitat
- 5.2.3 Anticipated effects on users
- 5.2.4 Conformity with Final Agreements
- 5.2.5 Conformity with legislation
- 5.2.6 Enforceability

6. Council's Action

- 6.1 The recommendations of the working team shall not be binding to Council.
- 6.2 Council shall decide by majority vote to accept or reject the working team's recommendations.
- 6.3 Should Council accept the recommendation of the working team, the Chair and the Executive Director shall prepare the accompanying correspondence to the affected party.
- 6.4 Should council reject the recommendation of the working team, Council shall be responsible for addressing the matter again following the criteria.

Appendix E

Terms and Definitions for the following will be used by Council as defined by the Umbrella Final Agreement.

In the Umbrella Final Agreement, the following definitions shall apply unless otherwise provided in a particular chapter.

“Conservation” means the management of Fish and Wildlife populations and habitats and the regulation of users to ensure the quality, diversity and Long Term Optimum Productivity of Fish and Wildlife populations, with the primary goal of ensuring a sustainable harvest and its proper utilization.

“Consult” or **“Consultation”** means to provide:

- (a) To the party to be consulted, notice of a matter to be decided in sufficient form and detail to allow that party to prepare its view on the matter;
- (b) A reasonable period of time in which the party to be consulted may prepare its views on the matter, and an opportunity to present such views to the party obliged to consult; and
- (c) Full and fair consideration by the party obliged to consult of and views presented.

“Exotic Species” means a vertebrate animal of any species or sub-species that is not indigenous to the Yukon.

“Fish” includes:

- (a) Portions of fish;
- (b) Shellfish, crustaceans, marine animals, marine plants and portions of there of;
- (c) the eggs, spawn, larvae, spat and juvenile stages of fish, shellfish, crustaceans, and marine animals; and
- (d) Such fish products and by-products as are prescribed pursuant to section 34 of the Fisheries Act, R.S. 1985, c. F-14

“Freshwater Fish” means all Fish found in the Yukon other than Salmon, but does not include Exotic Species or Transplanted Population, unless otherwise agreed by the parties to a Yukon First Nation Final Agreement.

“Government” means Canada or the Yukon, or both, depending upon which government or governments have responsibility, from time to time, for the matter in question.

“Harvesting” means gathering, hunting, trapping or fishing in accordance with a Settlement Agreement.

“Legislation” includes Acts, Regulations, orders-in-council and bylaws.

“Long Term Optimum Productivity” means the productivity required to ensure the long term continuation of a species or population while providing for the needs of Yukon Indian people and other harvesters and non-consumptive users of Fish and Wildlife in the short term.

“Migratory Game Birds” has the same meaning as in the Migratory Birds Convention Act, R.S. 1985, c. M-7.

“Minister” means the Minister or Ministers of Government charged by Legislation with the responsibility, from time to time, for the exercise of powers in relation to the matter in question.

“National Park” means land described in the schedules to the National Parks Act, R.S. 1985, c. N-14 within the Yukon.

“Non-Settlement Land” means all land and water in the Yukon other than Settlement Land and includes Mines and Minerals in Category B Settlement Land and Free Simple Settlement Land, other than Specified Substances.

“Public Access for Wildlife Harvesting” means a public right of access set out in 16.12.3.

“Regulation” includes a regulation or an instrument made in the execution of a power or authority conferred by an Act.

“Salmon” means Pacific Salmon of the species Oncorhynchus nerka including sockeye; Oncorhynchus kisutch including coho; Oncorhynchus gorbuscha including pink; Oncorhynchus keta including chum; and Oncorhynchus tshawytscha including Chinook; anadromous whitefish and cisco (Coregonidae spp.); and anadromous Arctic char (Salvelinus alpinus).

“Settlement Agreement” means a Yukon First Nation Final Agreement or a Transboundary Agreement.

“Settlement Land” means Category A Settlement Land, Category B Settlement Land or Fee Simple Settlement Land.

“Sustainable Development” means beneficial socio-economic change that does not undermine the ecological and social systems upon which communities and societies are dependent.

“Traditional Territory” means, subject to a Yukon First Nation Final Agreement, with respect to each Yukon First Nation and each Yukon Indian Person enrolled in that Yukon First Nation’s Final Agreement, the geographic area within the Yukon identified as that Yukon First Nation’s Traditional Territory on the map referred to in 2.9.0.

“Transboundary Agreement” means a land claims agreement with respect to:

- (a) any aboriginal claims in a Yukon First Nation’s Traditional Territory by the Kaska Dena Council, Tahltan Tribal Council or Taku River Tlingits of British Columbia and the Dene/Metis of the Northwest Territories; and

(b) any aboriginal claims in the Northwest Territories or British Columbia by Yukon Indian People.

“Transplanted Population” means, except as otherwise agreed by the parties to a Yukon First Nation Final Agreement, a population of Freshwater Fish or Wildlife that is intentionally introduced by Government or by an entity other than a Yukon First Nation, anywhere in the Yukon as part of a Freshwater Fish or Wildlife management program.

“Waterfront Right-of Way” means the public right-of-way along Navigable water described in 5.15.0.

“Wildlife” means a vertebrate animal of any species or sub-species that is wild in the Yukon, but does not include Fish, and does not include Exotic Species or Transplanted Population, unless otherwise agreed by the parties to a Yukon First Nation Final Agreement.

“Yukon First Nation” means one of the following:

Carcross/Tagish First Nation;	Ross River Dena Council;
Champagne and Aishihik First Nations;	Selkirk First Nation;
Kluane First Nation;	Ta'an Kwach'an Council;
Kwanlin Dun First Nation;	Teslin Tlingit Council;
Liard First Nation;	Tr'ondek Hwech'in First Nation;
Little Salmon/Carmacks First Nation;	Vuntut Gwich'in First Nation;
First Nation of Nacho Nyak Dun;	White River First Nation.

“Yukon First Nations” means all the Yukon First Nations defined as a Yukon First Nation.

“Yukon First Nation Final Agreement” means a land claim agreement for a Yukon First Nation that includes provisions specific to that Yukon First Nation and incorporates the provisions of the Umbrella Final Agreement.