



YLUPC
YUKON LAND USE
PLANNING COUNCIL

Policies and Procedures

September 29, 2022

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Yukon Land Use Planning Council Policies and Procedures

1 Background Information_____

The Yukon Land Use Planning Council (the Council) was appointed in 1995 after the passing of Settlement Legislation by Parliament and the signing of the Umbrella Final Agreement (UFA).

The Council is appointed by the Minister from individuals nominated by the Council for Yukon First Nations, Federal and Territorial Governments. The Council is an independent body and is responsible for making recommendations to the governments on land-related policy, planning boundaries for Regional Commissions and for developing a General Terms of Reference to be used by Regional Commissions in preparing a Land Use Plan for a particular region.

The Council is responsible for overseeing the delivery of the regional planning program in the Yukon. As such it facilitates the development of budgets and monitors regional commissions to ensure land use plans are prepared in a timely manner within allocated budgets and in accordance with their terms of reference, as set out in Chapter 11 of the Umbrella Final Agreement.

The Council supports Regional Commissions in their development of regional land use plans. When requested, the Council supports Regional Commissions through administrative support, human resources support, financial services, technical support and other services as required, detailed in MOUs between the Council and Commissions.

2 Name_____

The name of the Council shall be the Yukon Land Use Planning Council as set out in the Umbrella Final Agreement in Settlement Legislation dated February 14, 1995.

3 Definitions & Acronyms_____

Authorized Officer - means the Chair of the Yukon Land Use Planning Council or Director who has the authority to authorize and approve expenses.

Bid - is an offer, submitted in response to a request for Bids, to supply goods or services at a specified price under stated terms and conditions.

Bidder - is a person, partnership or corporation who submits a bid.

Candidate - means a person who has been authorized by the Director and/or Council to attend an interview for employment

Chair – means the Chair (Chairperson) of the Yukon Land Use Planning Council

Consensus - means providing all members with the information required for full discussion, the opportunity for each member to understand the issues and express their thoughts and opinions. Although the Council members do not agree with all aspects of a decision, consensus is reached if all participants are willing to live within the total package.

Contract –is an agreement between the Council and a person, partnership or corporation to supply a good and/or service, either as a “Contract for Goods or Services”.

Council - means the Yukon Land Use Planning Council.

Dependent - means spouse (including a common-law marriage on the basis that the spouse has been publicly represented by the Candidate as their spouse and has been residing with the Candidate for a minimum of one year), and/or children. Dependent child/children are further defined as a person(s) who are residing with the employee and who are:

- a natural child, step-child, adopted child, legal ward, foster child or common-law child; and is
- nineteen (19) years of age or less; or
- twenty-one (21) years of age or less and in full time attendance at a school or other institution that provides training or instruction of an education, profession, vocational or technical nature; or who is over the age of nineteen (19) years of age and is wholly dependent on the employee for support by reason of mental or physical infirmity;

Director - means the Director for the Yukon Land Use Planning Council Secretariat.

Distance Allowance - means the amount payable for the use of a privately owned vehicle.

Employee - means a person employed by the Council working under an Employee Agreement.

Employer - means the Yukon Land Use Planning Council.

Evaluation Criteria - are stated criteria against which proposals are evaluated for the purposes of determining a comparative ranking.

Gender – in all bylaws and policies of the Council wherever the male and female gender is specified, it shall be interpreted as including all genders as applicable.

Incidental Expense - includes dry cleaning, laundry, luggage insurance, and other personal supplies, expenses or services; incurred during business travel.

Interview or Relocation Expense - means expenses that are paid in accordance with this directive by a Candidate while traveling to or from an interview or while relocating including expenses incurred for taxi cabs or distance allowance at the commencement and termination of travel;

Interview or Relocation Status - means the eligibility of a Candidate to have traveling expenses paid while absent from his/her home or headquarters area with the approval of an Authorized Officer for the purpose of attending an interview or for relocating;

Minister - means the Minister of Yukon Government responsible for Regional Land Use Planning.

Open Source List - is a list of persons, partnerships or corporations, which have indicated their willingness to respond to Request for Bids/Proposals.

Part-time employee - means an employee who works less than the prescribed full-time schedule (37.5 hours per week).

Permanent Full-Time Employee - means an employee who is required to work on continuing basis for seven and one-half (7.5) hours each day for a period of thirty-seven and one-half (37.5) hours per week, or by mutual agreement (e.g. flexible work arrangement) works an equivalent of 37.5 hrs/wk and has accepted employment with the Council and who has successfully completed the required probationary period.

Private Vehicle - means any leased or privately owned car, or other vehicle.

Probationary Period means the time between an employee's initial appointment and the point at which the supervisor confirms acceptable performance. A probationary period may be extended by the supervisor of the position.

Proposal - is an offer, either unsolicited or in response to a Request for Proposals, to propose a solution to a problem, need or objective under stated terms and conditions.

Proponent - is a person, partnership or corporation who submits a proposal.

Request for Bids - is a document defining the minimum standards to be met by bidders and the requirements of the contract to permit an evaluation of bids on the basis of price.

Request for Proposals - is a document inviting proponents to propose a solution to a problem, need or objective in such a manner as to permit an evaluation of proposals on the basis of stated evaluation criteria rather than on price alone.

Secretariat - means the administrative and support staff of the Council, under the direction of the Director

Acronyms

UFA - Umbrella Final Agreement

YG – Government of Yukon

YLUPC – Yukon Land Use Planning Council

4 Governing Policies

4.1 Purpose

The purpose of the Council is to carry out its duties under Chapter 11 of the Umbrella Final Agreement including the following three general responsibilities:

- a) Make policy recommendations to the Government and each affected First Nation regarding matters pertaining to land use planning;
- b) Assist Regional Land Use Planning Commissions to fulfill land use planning obligations as defined in Chapter 11 of the UFA; and
- c) As per Chapter 11.9.2 of the UFA, YLUPC shall review all budgets submitted by Regional Planning Commissions and after consultation with them, propose a budget to the Yukon Government for the development of a recommended land use plan and for its own administrative expenses.

4.2 Authority

The policies and procedures of the Yukon Land Use Planning Council are based on Chapter 2.12.2.11 of the Umbrella Final Agreement which states:

“Each Board may adopt bylaws for its internal management and may make rules governing its procedures consistent with the Umbrella Final Agreement and with any Legislation establishing the Board.”

4.3 Membership

4.3.1 Appointment

- a) The Council shall be made up of one nominee of the Council for Yukon First Nations, one nominee of the Yukon Government and one nominee of the Federal Government. The nominees shall be appointed by the Minister; and
- b) The Chair shall be selected by the members of the Council. The duration of the appointment shall be made by consensus and recorded in the Minutes.

4.3.2 Term

As per article of the 2.12.2.11 of the UFA, the appointment to the Council shall be for a three-year term except that the term of the initial appointment may be less and any appointment replacing a member whose term has not expired shall be a member for the unexpired portion of that term.

4.4 Amendments to Policies and Procedures

The Policies and Procedures may be amended or revised by consensus of the Council members present at the next Council meeting. Copies of the proposed amendments shall be given to members two weeks before the matter is brought forward.

5 Council Operations

5.1 Roles & Responsibilities

5.1.1 General Council Duties

The Council shall:

- a) Functions according to the objectives and mandate of Chapter 11 of the Umbrella Final Agreement;
- b) Make recommendations to Government and each affected Yukon First Nation on the following;
 - Modify, change or repeal the bylaws, rules, procedures and policies providing the modifications and the changes are consistent with the UFA;
 - Land use planning, including policies, goals and priorities, in the Yukon;
 - The identification of planning regions and priorities for the preparation of regional land use plans;
 - The general terms of reference, including timeframes, for each Regional Land Use Planning Commission;
- c) Convene an annual meeting with the chairs of all Regional Land Use Planning Commissions to discuss land use planning in the Yukon; when no Regional Commission exists, no meeting is required;
- d) On an annual basis, review all budgets submitted under 11.9.1 (Regional Planning Commissions) and, after consultation with each affected Regional Land Use Planning Commission, propose a budget to

Government for the development of regional land use plans in the Yukon and for the Council's expenses.

The Council may:

- Establish roles and responsibilities which will assist it in meeting its mandate under Chapter 11, UFA;
- Appoint committees from time to time to help conduct the affairs of the Council; and
- Contract of or for services to assist it in meeting its mandate under Chapter 11, UFA;
- Establish a Secretariat to assist the Council to carry out its functions under Chapter 11 of the UFA and to determine the level of support the Secretariat will provide to Regional Commissions

5.1.2 Council Member Responsibilities and Obligations

Council Members of the Yukon Land Use Planning Council shall:

- a) Attend meetings of the Council and contribute to all Council decisions;
- b) Provide telephone, fax and e-mail (if applicable) numbers to be shared with members of the Secretariat to assist conducting normal business;
- c) Support the operations of the Council and act in a manner appropriate to the functions and mandate of the Council;
- d) Bring forward concerns pertaining to the operations of the Secretariat to the Chair. The chair will bring these concerns forward to the Director;
- e) Represent the interests of the Council, as appropriate, with other organizations, agencies and governments, and;
- f) Abide by the Code of Conduct: 4.2.1.

5.1.3 Chair

The Chair of the Council shall:

- a) Be selected by members of the Council. The duration of the appointment shall be made by consensus and recorded in the minutes.
- b) Be responsible for approving the Council meeting agenda and Council package and preside at all meetings of the Council;

- c) Provide leadership to the Council and assist in setting goals of the Council;
- d) Supervise the activities of the Council;
- e) Represent the interests of the Council and be a spokesperson for the Council, as appropriate, with First Nation (s), Federal and Territorial Governments, departments, organizations and agencies, public functions and with the media;
- f) Discuss media reports and press releases with Council members prior to their publication and announcement;
- g) Appoint committees with the approval of the other Council members and be an ex officio member of all Committees;
- h) Provide clarification to the Director on the Council's direction; and
- i) Supervise and evaluate the performance of the Director on an annual basis, prior to the Director's hiring anniversary date.
- j) Prior to the expiration of the Chairs appointment, the Members shall appoint a new Chair.

5.1.4

5.1.5 Committees

The Committees of the Council shall when required or asked:

- a) Be established by the Council;
- b) Address particular aspects of Council's responsibilities;
- c) Consist of one or more members of the Council and/or of the Secretariat as designated by the Council; and
- d) Refer all recommendations to the Council for the final decision.

5.1.6 Training

See Conferences and Training (6.7.2)

5.2 Behaviour and Ethics

5.2.1 Code of Conduct

- a) A Code of Conduct requires that members of Council in the course of carrying out their duties must:

- Conduct themselves according to the highest personal and professional standards.
- Behave honestly and with integrity.
- Act with care and diligence.
- Uphold the objectives of the organization.
- Treat everyone with respect and courtesy, and without harassment.
- Comply with any lawful and reasonable direction given by someone who has authority to give direction.
- Use resources in a proper manner.
- Adhere to the policies and procedures of the Yukon Land Use Planning Council and applicable UFA clauses.

b) Failure to abide by the Code of Conduct could result in disciplinary action.

5.2.2 Confidentiality

The Yukon Land Use Planning Council is a public board and is therefore publicly accountable. However, it is recognized that some information is confidential or personal and therefore should not be released to the public without authorization from the Chair.

Information must not be used in order to gain, or seek to gain, a personal benefit or a benefit for any other person. Breaches in confidentiality will result in disciplinary action.

5.2.3 Accessible records

All records are available to the public and the media except for the following:

- personal information;
-
- Proprietary business information
- Information that provides an unfair personal or business advantage
- be a threat to public safety;
- interfere with law enforcement;
- information provided to YLUPC from another party; and
- recommendations, briefing notes or analysis for Council and other Council records, for up to 15 years.

5.2.4 Process for accessing information

Any requests for information from YLUPC should address their request to the Director.

The Director will determine, in accordance with these guidelines whether a request for information will be accepted or rejected and will advise the requestor. This will normally be completed within 30 days of receipt of the request.

If it takes longer, the Director will, prior to the end of the 30 days, provide to the requestor a written explanation for the delay.

5.2.5 Avenue of redress

In cases where the request is accepted, the Director will proceed as appropriate to make the records available without delay.

If a requestor is unsatisfied with the Director's response, they can write to the Chair requesting a review of the decision. When such a request is received, the Council will convene to consider the request, ask the Director or the requestor to provide any additional information they may require, consider the matter and make a decision. They will communicate the decision to the Director and the requestor without delay. This will normally be completed within 30 days of receipt of the request for a review of the Director's decision.

If it takes longer, the Council will, prior to the end of the 30 days, provide to the requestor and the Director a written explanation for the delay.

5.2.6 Costs

Normally there will be no cost to the requestor to receive the records. If the provision of the requested information will take considerable time and effort on the part of YLUPC staff, or involve considerable printing or copying costs, or both, the Director will make an estimate of the associated costs and provide the estimate to the requestor who will then have the choice of paying the cost or withdrawing the request.

If the requestor believes the estimate is unrealistically high, they may appeal it to the Chair as described in the previous section and the same process and timelines will apply.

5.2.7 Conflict of Interest

a) Council members should conduct themselves in matters relating to the activities and responsibilities of the Council so as not to compromise the integrity of the Council or to reduce public confidence in the operations, management or decision making of the Council;

b) No Council member, personally or through a corporate entity, shall financially benefit from the activities of the Council or from activities conducted under the authority of the Yukon Land Use Planning Council; except for the reimbursement of authorized expenses and honoraria.

c) No spouse, spousal equivalent, dependent or family member of the Council personally or through a corporate entity, shall enter into any contract with, or provide any goods and/or services for remuneration to, the Council unless:

- A competitive process involving sealed written quotations or costs has been used to select the successful supplier or contractor;
- The Council member has declared their interest therein and has removed themselves from the decision-making process respecting the contract of supply of goods and/or services; and
- The monetary remuneration is under \$10,000.00.

d) There is to be a third-part advisor conduct a Conflict of Interest review for Council Members. A Council member who is, or perceives that they may be, in a position of conflict shall declare the details of the conflict to other members of the Council before discussion on the matter in question is held. If the member is of the opinion that the conflict would violate the objective established in clause a) above, in reality or in perception, they shall remove themselves from all discussion and decision-making on the matter in question;

e) If the member does not voluntarily remove themselves, and any other member is of the opinion that the conflict would violate the objective established in clause a) in reality or perception, the other member may ask the member to remove themselves from the discussion and decision-making on the matter in-question;

f) For greater certainty, conflicts include:

- Questions affecting a private or public corporation of which the Council member or his/her family member (s) is/are a shareholder (s) or member (s) of the Council of Directors for the corporation.
- Questions affecting a partnership or firm of which the Council member or his/her family member (s) is associated with.

- Questions affecting an organization (profit or non-profit) of which the Council member or member (s) of his/her family is a member or has some similar type of association.
- Questions in which the Council member or his/her family member(s) has a direct or indirect financial interest.
- Any other matter in which the Council member's ability to act in the best interest of the Council, including protecting the integrity and confidence of the public in the Council, may be or appear to be compromised.

g) The minutes shall record all declarations of conflict and indicate the direction of the Council or conflict;

h) A Council member who abstains from participating in the discussion or making a decision shall not be included in determining quorum of the Council for purposes of making a decision of the Council; and

i) As per article 2.12.2.6 of the UFA, a Council member shall not be deemed to be in a conflict of interest solely by virtue of being a Yukon First Nation member.

j) The Yukon Land Use Planning Council must be non-partisan.

Therefore:

- a. The Council will not endorse any candidate or nominee for office,
- b. The Council will prohibit the posting of partisan election signs or materials on its premises,
- c. Any employee or Council member seeking nomination for public offices are free to mention their work with the Council, but no mention of the Council can suggest that the candidate has the endorsement of the Council.

5.2.8 Absenteeism

a) The absence of Council members from meetings limits the Council's ability to deliberate issues and can affect the ability of the Council to make fair and balanced decisions. A certain level of absenteeism is normal in any given organization where members are drawn from the public. Conflicts with other priorities are expected to arise, but steps will be taken to limit absences:

- Meetings will be scheduled well in advance so members can plan their own meetings effectively.
- Members not able to attend a meeting must notify the Chair at least 2 days before the meeting.

b) Where a Council member has been absent for three (3) consecutive Council meetings, the Chair shall contact that member to determine future availability.

c) Should a member fail to attend three (3) consecutive meetings without special circumstances, the Council may recommend disciplinary action which may include removal for cause.

d) Allowing for people to attend by phone/video conference.

5.2.9 Disciplinary Action

a) Disciplinary action related to Council members may be initiated by the Council in the case of a member's:

- Absences without just causes.
- Failure to prepare for meetings.
- Failure to participate in meetings.
- Breach of conflict of interest.
- Breach of Code of Conduct or confidentiality.
- Lateness or intoxication.
- Not sustaining a respectful workplace

b) The Chair may review the circumstances leading to the disciplinary action and make recommendations for action, which may include:

- Verbal reprimand
- Written reprimand
- Recommendation for removal from the Council; and

c) The Council, minus the Member in question, will decide to accept or reject the proposed course of action. If accepted, the Council will send a letter outlining the action to the Member in question, the nominating agency, and the Minister. The Member in question will be suspended from participating in Council affairs until the situation is resolved by the formal resolution of the Council or action from the Minister.

5.2.10 Removal

a) As per article 2.12.2.7 of the UFA, a Council member may only be removed for cause, provided however that, in addition to the grounds for

removal for cause recognized generally in Law, the Council may specify additional grounds in its procedures;

b) The procedure for removal shall be based on the following:

- The disciplinary action decided upon by the Council shall be included in a formal letter by the Chair and sent to the member stating the grounds for removal (see 4.2.5 above) and/or the disciplinary action taken.

5.2.11 Resignation

a) In the event that a Council member resigns, or is unable to fulfill their term, the following procedure shall apply:

- A 30-day written notice of a member's resignation should be addressed to the Chair, or in the case of the Chairs' resignation.
- The Chair will confirm the resignation with the Minister in writing and request that the Minister take the necessary steps with the other parties to replace the Council member at the earliest convenience.
- Resigning members will be contacted before their last working day to make an appointment with the Chair for an exit interview. The Chair will document the stated reasons for the resignation, recover any keys, codes or other Council property, and alter the member's computer password to maintain security.
- Providing that adequate notice of resignation has been received, all monies owed will be paid within 15 days of the last day of service.
- Previous Council members shall not be awarded any contracts from YLUPC for 6 months after their appointment has ended.

5.3 Communication Strategy

5.3.1 Representation at Public Functions

a) The Chair shall represent the interests of the Council and be a spokesperson for the Council, as appropriate, with First Nations, Federal and Territorial Governments, departments, organizations and agencies, public functions and with the media.

- b) The Chair shall be responsible for providing a written report of the proceeding at the next meeting of the Council (a verbal report may be accepted at the discretion of the Council); and
- c) If the Chair is unable to attend a public function, the Chair shall appoint a designee to attend the public function.

5.3.2 Media

The Chair, or their delegate, will act as the media spokesperson for the Council. Media reports and press releases will be discussed with the Council members prior to publication and announcement.

5.4 Meetings

5.4.1 Quorum

- a) A majority of council members shall constitute a quorum. Where there are only two members of Council, quorum is two members.
- b) As per article 2.12.2.5 of the UFA, in the event of a vacancy, the Council may discharge its duties with such members as have been nominated and appointed.

5.4.2 Decision Making

The Council, to the extent practicable, will make decisions by consensus. Consensus-based decision-making is a process of arriving at a decision that reflects and relies upon satisfying the interests, values and concerns of the whole group responsible for making the decision (see Schedule 3).

Decision making will follow this process:

- a) A motion can be brought forward by any Council member, including the Chair, or at the suggestion of the Director;
- b) The Chair shall request a mover and a seconder, and those individuals are granted an opportunity to speak in favour of the motion;
- c) Once moved and seconded, discussion regarding the motion topic may then take place;
- d) After discussion has occurred, the Chair shall call for an indication that there is consensus on the motion. This will be indicated by all members voting in favour of the motion and the motion will be considered “passed by consensus”;

- e) If consensus is not achieved, the dissenter shall present their concerns on the motion, potentially starting another round of discussion to address or clarify the concern;
- f) The motion can be amended or re-phrased in an attempt to address the concerns. If the motion is rephrased, the Chair shall seek approval from the mover and seconder prior to the vote;
- g) If all strategies for consensus decision making fail and cannot be reached, the Chair may call for a vote or defer the motion for further consideration at the next Council meeting.

5.4.3 Meeting Type and Frequency

- a) Council meetings may be conducted by tele-conference or other multi-media technology to allow Council members to carry out the business of the Yukon Land Use Planning Council. A Council member will be deemed present when participating by tele-conference or video conference;
- b) There shall be at least four public meetings of the Council per year. The Chair has the authority to call a meeting at any time or when requested by a Council member. Regular scheduled meetings may be cancelled at the direction of the Chair in extraordinary circumstances; and shall be rescheduled at the earliest possible date.
- c) Special meetings shall be called upon the order of the Chair in consultation with the Director. Notice of special meetings shall be given at least five days prior to the meeting date;
- d) Emergency meetings of the Council may be held at any time by common consent of the members of the Council. No business other than that related to the emergency will be discussed at these meetings.
- e) In addition to public meetings, the members may participate in planning sessions, working meetings, conferences, and other special assignments.

5.4.4 Preparation

- a) The Council packages will be available for pick-up or transmitted electronically by the close of the business on the fifth day prior to the day of the Council meeting or no later than the third day prior to the Council meeting in the case of special circumstances.
- b) At a Council meeting, the Council may, by consensus, add or delete agenda items or change the order of items on the agenda.

5.4.5 Participation

- a) Council members should try to attend every meeting, if not in person, then by tele-conference or video conference. Council members are required to read all relevant records and files prior to the meeting in order to prepare for meaningful participation. This includes keeping up to date with relevant Council activities in between meetings;
- b) Council members should request additional assistance, information or advice from the Secretariat on any subject matter relevant to the Council activities so that informed decisions may be made. If necessary, additional time should be taken to ensure the correct course of action is identified; and
- c) Care should be taken that all members of the Council have an equal opportunity to be heard.

5.4.8 Record of a Meeting – Minutes

- a) The business of the Council will be recorded in Minutes of Meetings. Once approved, the Minutes will be kept on file until archived. The Minutes should be a concise and accurate summary of the meeting. The language used should be understandable and unambiguous.
- b) The Administrator (or other officer assigned to take Minutes during the meeting) may take detailed notes during the proceedings from which the draft Minutes will be prepared. To help produce the Minutes, the proceedings may be recorded on audio tape.
- c) Draft minutes shall be reviewed by the Director for completeness, accuracy and grammar prior to the meeting at which they will be reviewed and approved.
- d) When draft Minutes are approved, they become the final, and cannot be further amended.

5.4.9 In Camera

- a) The Council may choose to discuss any agenda item or portion thereof, in confidence if the discussion of that item is sensitive, contentious, or may put the interests of the Council, a proponent, or a third party at risk. In camera provisions should be taken seriously, and be used only when absolutely necessary; and
- b) The Chair or any member may propose, anytime during a meeting following a Call to Order that the proceedings should move in camera. A

vote to do so may be held, or the Chair may be given the power to declare a session in camera on his or her own motion. Minutes of the in-camera session should be kept separate from regular Minutes, and filed in a special place accessible to the Director and/or Council. The motion to end the in camera session should be made in the same way as it was initiated (by a motion), by the Chair or by the Council.

5.5 Council Remuneration

5.5.1 Honoraria

a) Honorariums for Council Meetings are determined by YG. Per diems for Council meetings shall be based on guidelines established in accordance with the Yukon Government rates.

b) A minimum ½ day's honorarium shall be paid to Council members for preparatory meeting work when the Council package is picked up ½ work day prior to the Council meeting for in-town members. A full day's per diem shall be paid to Council members if the meeting material is extensive in nature as determined by the Chair in consultation with the Director. Additional per diems may be paid for preparation as determined by the Chair, in consultation with the Director; and

c) Honorarium to Council members for time spent on duties other than Council meetings shall be determined by the Chair.

5.5.2 Travel

a) Travel time shall be compensated to Council members who reside outside the City of Whitehorse at a rate of ½ day honorarium for travel up to 4 hours and 1 day honorarium for travel time over 4 hours. Mileage charged by a Council member must be for the most direct route for reaching a specific function or Council meeting;

b) Travel expenses shall be claimed at each meeting by providing a completed and duly executed claim authority form;

c) All expenses for hotel, meals, and taxis incurred by Council members while on Yukon Land Use Planning Council business will be paid by the Council in accordance with Council policies. Council members must submit original receipts for all claimed expenses, except for meal and mileage per diems. Secretariat members and committee member(s) shall be reimbursed for travel, accommodations and meals on authorized business and/or training for the Yukon Land Use Planning Council at the established Council rates;

- d) Council members shall receive Chair honoraria rates if they are performing Acting Chair duties on behalf of Yukon Land Use Planning Council;
- e) Travel arrangements for travel outside the Yukon shall be made by the Secretariat. Rates for travel are in compliance with Treasury Board of Canada and the Yukon Government;
- f) Council members may receive a travel advance upon request equal to the first day of travel honoraria. All advances will be deducted from the final payment. The request must be received with sufficient notice to process.
- g) All travel advances and travel claims will be authorized by the Director or if for the Director, by the Chair.
- h) Travel outside Yukon will may be paid at the cheaper lower rate when comparing driving to flying rates to destinations as determined by the Chair, in consultation with the Director.

5.5.3 Event Reporting

Written reports are expected for all training courses, conferences and workshops attended by the Council or staff when requested in advance by the Chair or Director.

6 Administration

6.1 Office Administration

6.1.1 Function

The administration & support functions of the Council will be carried out by the Secretariat under the direction of the Director who shall have the authority of the Council to carry out functions relative to the position provided that:

- The actions and administrative functions are consistent with Council instruction and shall assist the Council in its mandate, role and responsibilities under Chapter 11 and other relevant sections of the UFA.

6.1.2 Support

The Secretariat staff shall support and report to the Director.

6.1.3 Records

- a) The records of the Council shall be kept in the Council office or designated off-site secure storage area for a length of time required by YG Archival practices and agreements. Records include Meeting Minutes, Correspondence, Audited Financial Statements, and Financial Records.
- b) All files of the Council, unless classified as confidential, may be made available to the public during regular business hours. A processing fee may be levied for office expenses. The Council will use relevant sections of Federal/Territorial “Privacy and Access to Information” legislation as guidelines determining which of its files are deemed to be confidential. The Council is further bound by the UFA;
- c) A detailed correspondence record, including the original of every piece of correspondence received by the Council and a copy of correspondence sent, must be kept on file. Incoming correspondence should be logged and stamped with the date received. Outgoing correspondence must always be dated and signed by the originator and logged before it leaves the office;
- d) Conventional files should be archived as required and kept in secure storage and protected from damage;
- e) All electronic files should be backed up and protected from unauthorized access or damage. System back-ups are required weekly;
- f) Financial records will be stored at a minimum, as required by law;
- g) The Council recognizes that its files are a public legacy and will ensure that all care is given to index, archive and ensure availability to the public.

6.2 Financial Administration

The purpose of this policy establishes the process and procedures for the expenditures of funds. It acknowledges Council’s responsibility to expend public funds in a manner that is consistent with generally accepted accounting principles. This policy shall apply to all members and employees of the Council.

6.2.1 Fiscal Year

- a) The Council’s fiscal year is April 1st to March 31st.

6.2.2 Signing Authorities

- a) The Council will establish a bank account in a Whitehorse bank agreed to by the Council;

b) All Council members, the Director, Senior Financial administrator and designate(s) will have signing authority. The Senior Financial Administrator's limit will be \$7,500 and the Director's limit will be \$15,000.

c) The Council has final authority on financial decisions; and

d) All Council members, the Director and Financial Administrator will have signing authority for all Regional Planning Commissions.

6.2.3 Financial Reporting

a) The Council shall produce an Annual Report for each fiscal year. The Annual Report shall summarize the activities and achievements of the Council and shall accompany the Final Audited Financial Statements to the YG Department responsible for the Yukon Land Use Planning Council. As well, a 5-month Interim Activity Report, or any other such document, that may be a requirement of any Funding Agreement entered into with the Minister.

6.2.4 Budget and Work Plan Reporting Requirements

Budget and Work Plan reporting requirements are agreed upon in the Funding Agreement between the Yukon Government and the Yukon Land Use Planning Council. The details of these agreements, and therefore these policies, are understood to change from time to time as Government funding criteria changes.

Budget and work plans of the Council and Commissions will be prepared in a consistent manner in a format acceptable to the Yukon Government

6.2.4.1 Annual Budget

The Director and Manager, Finance and Administration shall develop a draft budget and Work Plan prior to November 30th for Council's review, and YG by December 15. The final Annual Work Plan and Budget for the fiscal year shall be submitted for the Council's review prior to February 1st.

Final proposed Annual reports and budgets are due to the Minister by February 15th.

The Work Plan and Budget shall include:

a) A plan specifying expected achievements and results related to the obligations of the Council under the Umbrella Final Agreement and Implementation Plan;

- b) The total amount of the Council's planned expenditures;
- c) A breakdown of expenditures by activity;
- d) A detailed time line for activities;
- e) A list of deliverables from the Council within the fiscal year; and
- f) Any other material that may be specified, in writing, by the Council no later than thirty (30) days before the Annual Work Plan and Budget is due.

6.2.4.2 Interim Report

- a) An Interim Report shall be submitted to Council by staff no later than Sept 15th and Yukon by Council no later than Sept 30th based on the activities for the current fiscal year.

The Interim Report should be a full revision and update of the approved Annual Work Plan and Budget noting all changes, adjustments as well as completed tasks. The Interim Report should include a detailed summary variance report with explanations to August 31st and a detailed revised budget to March 31st.

6.2.4.3 Annual Report

- a) An Annual Report to the March 31st fiscal year end shall be submitted July 31st for inclusion in Canada's/Yukon Annual Report to Parliament for the past fiscal year. The Annual Report shall include:

- 1) Role of Council, relationship to Commissions and to planning Parties;
- 2) Staff,
- 3) Overview of status and support to Commissions by region
- 4) An overall assessment of the achievements of obligations under the Final Agreement, Implementation Plan.
- 5) Number of council meetings, Special meetings and attendance at conferences and workshops.

6) Report on Significance variance from work plan for the year ending Mar 31 and summary of work planned for next fiscal year

6.2.5 Audit

The Council will appoint an Auditor to carry out an annual audit of the Council's financial transactions in the fiscal year: April 1st to March 31st. An official motion by Council is required.

6.2.5.1 Audited Financial Statements

a) Audited Financial Statements for the current fiscal year shall be due to Council by staff by July 15th and submitted to YG by staff by July 31st.

6.2.6 Payables and Petty Cash

a) Council Petty Cash float is \$500.

b) Original receipts must verify expenditures, visa receipts are not acceptable, all receipts must include the vendors GST # when applicable.

c) Invoices and/or receipts must accompany all expenses, including all Honoraria paid to Council Members, Elders, etc. In the case of Honoraria paid to Elders or Council Members, a completed and authorized Honoraria form must be submitted before payment will be made.

6.2.7 Credit Cards

a) All credit cards issued to the Council for the purpose of facilitating Council business remain the property of the Council and under the control and direction of the Council;

b) Credit shall be used for directly related Council business only and shall not be used for the personal use of any Council member or employee;

c) Credit cards may be used in the following circumstances:

- To guarantee room reservations for members or staff;
- To reserve airline, car rental or other transportation services;
- To guarantee conference or training registration where time is of an essence and other means of payment are unavailable;

- To provide payment for expenditures in emergency situations where time precludes the issuance of a purchase order or cheque and where directly authorized by the Director or Council Chair,

d) All credit card statements shall be submitted for review to the Planning Director and shall be made available for review to any member of the Council.

6.3 Purchasing

6.3.1 Asset and Property Policy

a) Where office equipment is purchased by the Council for use by a Council member, relevant expenses incurred by the Council member relative to the operation of the equipment will be the responsibility of the Council. All other expenses will be the responsibility of the Council member. Normal maintenance will be the responsibility of the Council. A Council member who is in receipt of Council equipment will complete and sign a waiver stating that the intended use of equipment is for Council use only, and remains the property of the Council; and

b) Equipment owned by the Council shall be used only by the Council and Secretariat for business relating to the Council's mandate. Any agency, committee or board expressing any desire to borrow the Council's equipment, shall seek approval by the Director and it shall not interfere or delay any Council requirements.

6.3.2 Purchasing

This policy shall apply to purchases and expenditure of funds for goods and/or services by or on the behalf of the Council.

a) Prior to the expenditure of any monies for the purchase of goods or services, the sufficiency of funds within the current approved budget for that expenditure shall be identified and confirmed by the Secretariat.

b) In the circumstance of the absence of the Director for a period of more than 5 days, the Chair of the Council shall exercise the approval authority of the Director under this paragraph.

Approval authority to proceed to purchase shall be delegated as follows:

Purchases exceeding \$15,000	Council
Purchases less than \$15,000	Director
Purchases less than \$7,500	Manager, Finance and Administration

c) All invoices shall be approved by the Director (or the Chair when the invoice is payable to the Director). Payment shall be by cheque with two authorized signatures, including the Director or designate, or administrator, or a member of the Council. In the event the cheque is payable to the Director, the cheque will be signed by the Council, administrator or designate.

d) Except as otherwise provided herein, all purchases shall require a purchase order in the proper form and signed in accordance with the approval authority limits established in paragraph (3) of this policy;

e) Purchase orders shall not be required for the following specific expenditures;

- Utility and rental charges that are charged to budgeted accounts;
- Payments in accordance with employee and payroll benefits;
- Conference, workshop, travel expenses;
- Petty cash disbursements;
- Legal and audit fees; and
- Subscriptions and professional membership fees.

f) Purchases for goods and/or services with a value of over \$10,000.00 shall require obtainment and consideration of three comparable quotations as set out in Section 6.4 "Contracting" prior to a decision to proceed with purchase. Quotations are not required where there is a sole source of supply;

g) Co-operative purchases with other Councils or bodies may be undertaken with the approval of the Director and upon the execution of a Letter of Understanding between the co-operative bodies detailing the nature of the purchases and the responsibilities of each party to the purchases;

h) A member of the Council or an employee of the Council who has a direct pecuniary interest in any purchase of goods and/or services shall make a written declaration of such interest and shall not participate in the approval process of such purchase. Pecuniary interests shall include the interest of a spouse or dependent child of the Council member or employee; and

i) Where practical and economically feasible, preference for the purchase of goods and/or services shall be given to suppliers within the Yukon Territory, all other things being equal.

6.3.3 Asset Management

- a) A record of all capital assets acquired by the Council shall be Maintained indicating date of purchase, cost exclusive of GST, serial # where applicable, reason for purchase, depreciation rate, warranty period, etc.
- b) Each asset over \$1500.00 shall be assigned an asset control number.
- c) For those assets requiring regular maintenance, a record of maintenance log indicating the date, action taken and name of maintenance provider.
- d) Asset management and surplus;

Any equipment considered surplus to the Council shall be made available for use by regional planning commissions or stored for future use (if deemed appropriate). If the regional planning commissions do not require the equipment, it shall be offered to other UFA boards and committees. If other UFA boards and committees do not require the equipment, it shall be offered up for public sale (if valued over \$500.00). If the public sale is not successful or if the equipment is not of sufficient value, it shall be donated to a local charity.

6.4 Contracting

- a) This policy applies to all contracting activities for contracts of or for goods and/or services of the Council;
- b) All contracts require two signatures and a witness.
- c) All contracts over \$7,500 require at least one signature from a Council member.
- d) All contracts over \$15,000 will require two Council member signatures.
- e) All contracts entered into with the Minister will require the Chair's or Acting Chair's signature.

6.4.1 Principles & Guidelines

- a) Requirements for Bids/Proposals

The Council shall invite and evaluate bids/proposals in accordance with this policy prior to entering into any contract, except as provided for in the initial section entitled "Scope".

b) Access to Documents

Contracting policies of the Council shall be open and available for viewing by interested parties.

c) Opportunity to Compete

- Interested parties shall, upon request, be afforded the opportunity to compete for contracts, subject to meeting and pre-qualification requirements established under the term of the Request for Bid/Proposal.
- The Council may establish open-source lists or project specific source lists of prospective bidders or proponents. Articles 22.5.1. and 22.5.2 of the UFA shall also apply, whereby the Council will “provide written notice to this Yukon First Nations who have indicated a wish to be advised of public tenders” and will “notify those Yukon First Nations who have indicated their interest in contracting and their ability to supply the tendered goods and services. Any failure to provide notice shall not affect the public tender process or the contract awards resulting there from.”
- The Council shall encourage competition for contracts.
- The Council may sole-source contracts as allowed under this policy.

d) The Council may or may not accept unsolicited proposals, and unsolicited proposals do not supersede contracting policies and procedures.

e) Conflict of Interest

Refer to Section 4.2.1 “Code of Conduct” and Section 4.2.3 “Conflict of Interest” of the Council Operations for more details regarding what shall apply to this policy.

f) Goods and/or Service Contracts

Contracts with a value not exceeding \$30,000.00 for the supply of goods and/or services may be entered into on the basis of a sole-source bid. In such situations however, the definition of “Contract” shall be adhered to. For contracts with a value exceeding \$30,000.00 competitive bids shall be requested from a minimum of

three prospective bidders or by a publicly advertised invitation to bid.

g) Registry

The YLUPC shall maintain a registry of all contracts entered into. The registry will be a public document.

h) Information contained in Requests for Bids/Proposals

All terms and conditions of a Request for Bid/Proposal shall be stated in the request, including:

- The form in which the bid/proposal is to be submitted;
- The information required to be submitted in the bid/proposal;
- The name and title of the designated contact person;
- The place at which bids/proposals are to be submitted; and
- The closing date and time.

i) Description of the Work

The requirements of the work to be carried out under the bid/proposal shall be stated in the Request, including:

- A full description of the goods and services and/or services to be provided, including estimated quantities, where applicable;
- The completion date and any scheduling requirements;
- The type, amount and terms of any performance security required, or any performance penalty submitted by law, if any;
- Any other requirements relevant to a bidder or proponent in submitting a bid/proposal for the work;
- In the case of a “Contract of Services” all provisions of the work to be performed are to be clearly defined (schedule for work plan, premises and equipment to be used require documentation such as WCB Coverage and other such requirements deemed necessary as defined under the definition “Contract”).

j) Product Trade Names

Requests for Bids/Proposals may refer to specific product trade names or brands only to establish a required standard of performance, except where the requirements for a specific product have been explicitly justified, in which case the Request for Bids /Proposals shall clearly stipulate the requirement for the specific product.

6.4.2 Evaluation of Bids and Proposals

6.4.2.1 Method

a) A full description shall be provided of the method which will be used to evaluate the bids/proposals, including:

- The process to be used;
- The evaluation criteria to be used, stated in such a manner that bidders or proponents can clearly identify all of the information which will be used in the evaluation; and
- In the case of proposals, the weighting assigned to each evaluation criterion.

b) The YLUPC shall evaluate competitive bids and proposals in a fair and open manner;

c) The criteria and standards used to evaluate bids and proposals shall be fully and clearly described in the Request for Bids/Proposals, and only those evaluation criteria and standards shall be used to evaluate bids/proposals;

d) The method of scoring bids and proposals according to the stated evaluation criteria and standards shall be clearly defined in the request for Bids/Proposals; and

e) Bidders and proponents shall, upon request, be given a debriefing concerning the valuation of their bids/proposals within a reasonable length of time after the completion of a competition and the award of a contract. Only that information relevant to a proponents bid may be disclosed and this may include their scoring by bid criteria and ranking relative to the successful bidder. The proponent is entitled to know the strengths and weaknesses of this submission.

6.4.2.2 Evaluation Criteria

a) Criteria used to evaluate proposals may include any combination of the following:

- The qualifications of the bidder or proponent.
- The experience of the bidder or proponent to carry out similar work.
- Knowledge of local conditions.
- The methods proposed by the bidder or proponent carrying out the work.
- The schedule proposed by the bidder or proponent.
- The financial amount of the bid/proposal.
- Any other criteria relevant to the particular Request for Bids/Proposals.

b) In the case of proposals, the financial amount of the proposal may be requested to be submitted in a sealed envelope separate from the remainder of the proposal. In this case, the envelope containing the financial information shall not be opened or evaluated until the non-financial criteria have been fully evaluated.

6.4.2.3 Opening of Bids/Proposals

a) No bid/proposal shall be accepted after the closing time stated in the Request for Bids/Proposals;

b) All bids/proposals shall be opened in the presence of at least one witness who shall indicate their attendance by signature in a log maintained for the purpose; and

c) Anyone who wishes to be present at the bid/proposal opening shall be permitted to do so.

d) A record of bids/proposals received shall be kept on file. Bidder names and tender prices are disclosed at the bid opening. In the case of Requests for Proposals only the names of those who have submitted proposals may be disclosed until the bid evaluation process is complete. The winning bid and price are disclosed on contract award.

6.4.2.4 Rejection of Bids/Proposals

a) A bid/proposal may be rejected where:

- It has not been submitted in the required form;
- There are significant omissions of required information;
- It has not been signed, if required by the Request for Bids/Proposals;
- The bid/proposal contains terms or conditions which are not consistent with those specified in the Request for Bids/Proposals;
- The bid/proposal fails to meet a standard specified in the Request for Bids/Proposals; or
- There is substantial evidence that the bidder or proponent would be unable to carry out the work as specified.

b) Where a bid/proposal is rejected, the bidder or proponent shall be notified immediately in writing and shall, upon request, be given full explanation for the rejection.

6.4.2.5 Award of Contract

a) Except as otherwise specified in this policy, a contract shall be awarded to the proponent submitting the lowest bid or to the proponent submitting the highest ranked proposal;

b) The lowest priced bid or the highest ranked proposal may be bypassed by a properly executed resolution of the Council;

c) Where bid/proposal contains unit prices and there is an arithmetic error in calculating the total contract price, the unit price will prevail;

d) Change orders may be issued to accommodate changes in scope, schedule, or price of a contractor which could not have reasonably have been foreseen when the Request For Bids/Proposals were issued;

e) All contracts over \$15,0000 (Fifteen Thousand Dollars) will require two signatures, at least one of which will be from a Council member;

f) Prior to the expenditure of any monies for the purchase of goods or services, the sufficiency of funds within the current approved budget for that expenditure shall be identified and confirmed by the Secretariat.

6.5 Memorandums of Understanding

The Council will maintain Memorandums of Understanding (MOUs) with all Regional Planning Commissions that address:

- a) Communication/Web/Data Storage
- b) Financial/Administration, including budgets/ work plans reviews
- c) Transfer of Funds;
 - The Council will transfer funds by way of Financial Agreement
 - Financial Agreements with Commissions will reflect the conditions associated with the agreement the Council has with The Yukon Government
- d) Staff Orientation and Training
- e) Staff Assistance – Council to Commission & Commission to Council
- f) Office Space
- g) Final Recommended Plan/other document Production (when needed)
- h) Chairs/Council member duties.
- i) Assets

7 Human Resources

The Council's objective is to foster excellence in the work place and contribute to the goals and objectives of the YLUPC through hiring well qualified candidates in accordance with the Council's policies and procedures.

7.1 Recruitment and Hiring

7.1.1 Hiring Policy

The Yukon Land Use Planning Council supports the intent of Article 22.4 of the UFA. YLUPC seeks to hire members of Yukon FNs when fully-

qualified candidates are found who are members of Yukon FNs but without excluding non-FN people from competing. To that end, Council will as a matter of policy;

- Ensure Yukon First Nations are advised directly of all employment opportunities at the same time positions are advertised locally, regionally, and nationally;
- Require Knowledge and awareness of Yukon First Nation Final Agreements and culture as a hiring evaluation criteria;
- Make best efforts to identify and pursue workplace training opportunities for Yukon students participating in applicable co-op programs subject to resource availability;
- Work with Yukon and First Nation governments to identify training and skill developments opportunities to build capacity through mentoring the provision of resource information about land use planning as a profession, land use planning in the Yukon, etc.
- Hire the highest-ranked, fully-qualified member of Yukon First Nation on all competitions. For the purpose of this section, a “fully-qualified” candidate is one who meets all mandatory factors.
- If a competition is held and no full-qualified candidate is identified and accepts a job offer, the Council may select a fully-qualified member of Yukon First Nation and appoint that person without an additional competitive process.

7.1.2 Advertising

Vacant staff positions shall be advertised locally, regionally and nationally as deemed necessary for a minimum of ten business days.

The advertisement will include typical duties, required qualifications, and position title and salary range.

Advertisements will include the following notice:

“The Yukon Land Use Planning Council supports the intent of Article 22.4 of the UFA. Accordingly, YLUPC seeks to hire members of Yukon First Nations when fully-qualified candidates are found who are members of Yukon First Nations. All applicants are asked to indicate whether they are members of a Yukon First Nation.”

Job Description and Statement of Qualifications will be available to all potential applicants via website or for pick up at the YLUPC office during the advertised period.

7.1.3 Hiring Committee

a) The Director will oversee all hiring and choose the hiring committee. In the case of the Director's position, the Chair of the Council and at least one Council member will make up the hiring committee.

b) The hiring committee is responsible for the screening, testing and interview process.

7.1.4 Applications

a) Interested candidates are required to submit a cover letter and up-to-date resume within the period indicated on the posting.

b) If a review of the applications submitted suggests the number of applications received and qualifications were not met;

Council may:

- Adjust the requirements of the job description, statement of qualifications, salary range and re-advertise;
- approach the Yukon government and/or First Nation governments for a possible secondment of personnel;
- hire on an underfill basis with such amendments to the offer of employment to assure the person can attain the necessary standards on a permanent basis in a timely manner;

c) Where Council adjusts the requirements in a) above, all candidates who have previously applied shall be advised of the changes as a matter of courtesy.

7.1.5 Screening

a) The hiring committee screens all written applications received for a position according to the statement of qualifications and position descriptions.

b) Applicants whose applications are screened in may be required to participate in testing based on the statement of qualifications and position description. Testing, if applicable, will be required from all screened-in candidates.

7.1.6 Interview

- a) Interview questions will be structured to establish a candidate's qualifications, relative to those required for the position.
- b) Each candidate must be asked the same general questions and be provided the same opportunity to respond.
- c) All hiring committee members are required to record interview ratings individually. The committee then seeks to reach consensus on the ratings.
- d) If the hiring committee cannot reach consensus, the direct supervisor of the vacant position is responsible for determining the final ratings for the candidates.
- e) Candidates travel to and from an interview shall follow the Council's travel policy (4.5.2 and Government of Yukon Travel Rates)

7.1.7 Selection

- a) The candidate selected for an offer of employment must have received the highest ratings in the interview and testing and be the best qualified applicant.

7.1.8 References

- a) A minimum of two reference reports must be obtained by the hiring committee to confirm the preferred candidate's merits before the final selection decision is made.
- b) Wherever possible, a minimum of one of the reference reports should be obtained from the current or immediately previous supervisor of the preferred candidate.
- c) References will be rated in accordance to the required, knowledge, skills and personal suitability of the position.

7.1.9 Offer of Employment

- a) The highest ranked candidate will receive a written offer of employment.
- b) In the case of a candidate declining an offer of employment, an offer will go to the next ranked candidate.

7.1.10 Unsuccessful Candidates

- a) Unsuccessful Candidates must be dealt with courteously and sensitively.
- b) Only unsuccessful Candidates who have been through the testing and interview process will be notified in writing.

c) The Council will keep all documentation for unsuccessful Candidates on file for a minimum of six months.

7.2 Relocation

Relocation expenses may be paid at the discretion of the Director, or in the case of the Director, at the discretion of the Chair.

Eligible relocation expenses may include:

- Travel costs
- Freight
- Interim accommodation
- Temporary storage

7.3 Secondments

a) The objectives of any secondment the Council may arrange with any other organisation include any or all of the following:

- Obtaining expertise on a temporary basis that may be hard to find through term employment
- Providing opportunities for current staff to gain valuable experience they cannot get in YLUPC
- Providing meaningful employment for staff who might otherwise be laid-off due to a temporary lack of activity
- Building understanding and goodwill with other organisations.

b) In all cases where a secondment is arranged all parties (both organisations and the individual employee) will enter into a secondment agreement. It will document the objectives of any party to the agreement.

c) Since circumstances vary for case to case there is no overall fixed time limit for secondments. Any secondment lasting more than two years, a review will be carried out by all parties after the first two years and again each year following. The secondment can only continue if all parties agree to the terms for going forward.

d) Negotiating the terms of the agreement

- i. From the YLUPC side, YLUPC the Director coordinates all secondments. If the secondment is into or from the Director position, it is recommended the Chair be the key player.

ii. From the other organisation, it is important to ensure the right players are involved from the outset. This includes the direct superior of the person or position in question, a senior HR person, as applicable, and the person who has final authority to agree or not on behalf of the organisation.

iii. The employee involved will participate in all planning for terms that affect their employment.

e) The person moving remains an employee of the home organisation and all relevant entitlements associated with that employment apply for the duration.

f) No secondment agreement limits in any way the normal rights of an YLUPC employee to their position once the secondment is over.

g) Secondment agreements include a clause stating that all leave earned during the period is used during the period; no more, no less. Otherwise, one organisation ends up subsidising the other.

h) If overtime is earned during the period two possibilities exist:

i. It can be paid out in compensatory time off during the period equal to the credits earned during the period

ii. It could be paid out in cash by the home organisation and the amount billed back to the host organisation

i) All normal expenses associated with work could be covered in accordance with the policies and standards of:

- The home organisation
- The host organisation

Either way, the secondment agreement must specify which rules apply. The cost of paying these expenses would normally be borne by the host organisation unless by prior agreement of the parties in advance.

j) Normally, the host organisation would cover all the costs. There could be some exceptions where the home organisation benefited from the secondment, for example where their staff member gained valuable experience or played a key role in ensuring the host organisation carried out some project that was important to the home organisation. Such exceptions would be captured in the secondment agreement.

- k) Any agreement can be terminated by mutual agreement of the parties.
- l) The Council avoids any proposal that allows any party to the agreement may terminate for any reason without the agreement of the other parties.
- m) All HR policies including pay and benefits are governed by the home organisation's policies.
- n) Hours of work, office conduct, ceremonies and celebrations and related matters are governed by the host organisation's policies.
- o) Secondment agreements include a requirement for the host organisation to conduct an evaluation of the employee's performance for the period of the secondment and provide a document covering the evaluation to the employee and the home organisation. The format and process are negotiated by the parties and specified in the agreement.
- p) Secondment agreements include a commitment that the host organisation and the home organisation collaborate on an evaluation of the secondment against the objectives specified in the agreement and jointly create a document covering the evaluation.
- q) In the case of a secondment between YLUPC and a regional commission, additional consideration will apply, to be determined in accordance with the specific circumstances.
- r) The agreement specifies whatever the parties may agree with regard to who reports to whom and how the ongoing secondment is progressing.

7.4 Conditions of Employment

7.4.1 Application

- a) These policies apply to all employees of the Yukon Land Use Planning Council. Employees hired under these policies shall be required to sign an employment agreement with the Council which may have specific details which exceed these policies; however, all other matters shall be considered under these policies.
- b) Services obtained through contracts for service are excluded from this policy;
- c) The Council follows the Employment Standards Act. Specific Council policies are supplemental to the legislation.

7.4.3 Discrimination

The Council is committed to providing the highest quality working environment where all staff and contractors are welcomed, respected and treated in a consistent and non-discriminatory manner.

Subject to Section 9 of the *Yukon Human Rights Act*, the Council agrees that there shall be no discrimination, interference, coercion, harassment, intimidation or disciplinary action exercised or practised by employees or the employer with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, and mental or physical disability.

An employee who feels they are being discriminated against may report the discrimination to the Director, or in the case of the Director, the Chair or HR delegate. Beyond this, they may follow the provisions of the Yukon Human Rights Act.

7.4.4 Code of Conduct

a) A Code of Conduct requires that an employee, in the course of carrying out their duties must:

- Conduct themselves according to the highest personal and professional standards.
- Behave honestly and with integrity.
- Act with care and diligence.
- Uphold the objectives of the Council.
- Treat everyone with respect and courtesy, and without harassment.
- Comply with any lawful and reasonable direction given by someone who has authority to give direction.
- Use resources in a proper manner.
- Adhere to the policies and procedures of the Yukon Land Use Planning Council and applicable UFA clauses.

b) Failure to abide by the Code of Conduct may result in disciplinary action.

7.4.5 Confidentiality

- a) The Yukon Land Use Planning Council is a public board and is therefore publicly accountable. However, it is recognized that some information is confidential and personal and therefore should not be released to the public without authorization from the Chair or Director; and
- b) Information should not be used in order to gain, or seek to gain, a personal benefit or a benefit for any other person. Requests for information should be directed to the Chair or Director. A breach in confidentiality will result in disciplinary action.
- c) The Council will use the relevant sections of the Federal/Territorial “Access to Information and Protection of Privacy” legislation as guidelines in determining which of its files are deemed to be confidential.
- d) Each employee shall keep strictly confidential and will not use information concerning the Yukon Land Use Planning Council and/or business activities of the Council.
- e) Failure to keep the confidentiality of the Council may result in disciplinary action.

7.4.6 Conflict of Interest

- a) Employees are responsible to ensure that they do not place themselves in a conflict of interest or breach of trust. As soon as such circumstances arise, or has the potential for arising, the employee must disclose the circumstances to his/her supervisor.
- b) Employees should conduct themselves in such a manner as not to compromise the integrity of the Council or to reduce public confidence in the operations, management or decision making of the Council;
- c) No spouse, spousal equivalent, dependent or family member of an employee, personally or through a corporate entity, shall enter into any contract with, or provide any goods and/or services for remuneration to, the Council unless:
 - A competitive process involving sealed written quotations or costs has been used to select the successful supplier or contractor;
 - The monetary remuneration is under \$10,000.00
- d) For greater certainty, conflicts include:

- Questions affecting a private or public corporation of which the employee or his/her family member(s) is/are a shareholder(s) or member(s) of the Board of Directors for the corporation.
- Questions affecting a partnership or firm in which the employee or his/her family member(s) has a financial interest.
- Questions affecting an organization (profit or non-profit) with which the employee or member(s) of his/her family is a member or has a financial interest.
- Questions in which the employee or his/her family member(s) has a direct or indirect financial interest.
- Any other matter in which the employee's ability to act in the best interest of the Council, including protecting the integrity and confidence of the public in the Council, may be or appear to be compromised.

e) Any employee seeking nomination for public offices is free to mention his/her work with the Council, but no mention of the Council can suggest that the candidate has the endorsement of the Council.

f) Employees must be aware that permitting themselves to be in a conflict of interest, or breach of trust position, or failure to disclose circumstances with the potential for conflict of interest or breach of trust, will be dealt with seriously by the Council. This includes disciplinary action, up to and including termination of the employee.

7.4.7 Harassment

The Council recognizes the right of all employees to work in an environment free from unwanted personal harassment, sexual harassment or abuse of authority, and agree that any of the aforementioned actions will not be tolerated in the workplace.

- a) Personal harassment means improper behaviour that is directed at and offensive to an employee, and which the person acting in that manner knew or ought reasonably to have known would be unwelcome.
- b) Sexual harassment means any conduct, comment, gesture or contact of a sexual nature that might reasonably be expected to cause offence or humiliation.

c) Abuse of authority means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail, or coercion. This shall not include the legitimate exercise of an individual's supervisory power or authority.

d) Infractions may result in disciplinary action.

e) An employee who feels he or she is being harassed may report the harassment to the Director, or in the case of the Director, the Chair or HR delegate.

7.4.8 Health and Safety

a) The Council shall comply with all applicable federal, territorial and municipal health and safety requirements. All standards established under the legislation and regulations shall constitute minimum acceptable practice.

b) It is the responsibility of the employee to practise safe work habits and perform his/her works in a safe and diligent manner.

7.4.9 Hours of Work

a) Hours of work for full and part-time employees will be determined at the time of hire and may be adjusted from time to time;

b) All employees shall receive a one-hour lunch break and two fifteen-minute rest periods per workday. One rest period will be approximately in the mid-morning and one approximately in the mid-afternoon, and not at the start of the workday or the end of the workday;

c) Flexible work weeks may be granted upon the Director's discretion, and in the case of the Director, the Chair's discretion.

d) Permission to work from home may be granted at the Director's discretion and in the case of the Director, the Chair's discretion.

7.4.10 Pay

a) Administration

Employees are paid on the last working day of every month.

On the 15th of every month, an employee may receive an advance. The amount will be determined in consultation between the Director and employee but may not exceed regular wages earned in a two-week period.

- b) Full-time employees are paid an annual salary calculated in twelve equal payments;
- c) Employees shall receive equal pay for work of equal value.
- d) Every employee shall receive a statement attached to each cheque showing the gross amount earned, itemized deductions, net amount payable and hours worked.
- e) Each employee is responsible for completing his/her own pay sheets, clearly identifying time worked, leave taken and banked time or overtime earned.
- f) It is the responsibility of the employee to deliver his/her timesheet to the Director for authorisation four full business days prior to payday.

7.5 Employment Obligations

7.5.1 Job Description & Statement of Duties

The Employee must diligently and faithfully perform all duties and obligations as set out in the employee's Job Description and Statement of Duties. The Job Description and Statement of Duties for each employee will be attached to the employee's employment agreement.

7.5.2 Performance

The Council at all times endeavours to work with all staff to ensure that employees achieve and maintain a high standard of performance in their work.

The Director will:

- a) Annually establish goals and performance standards for each employee and communicate these to the employees;
- b) Take any relevant action to assist and support the employee in efforts to reach the goals and standards including demonstrations and assistance from other employees and appropriate training and support;
- c) Maintain a complete, written record of all discussions and actions concerning performance; and
- d) Complete a formal employee evaluation annually.

All employees are expected to:

- a) Seek clarification if unsure about the goals or standards of work performance expected of them;
- b) Work diligently to achieve the goals and standards; and
- c) Undertake any additional training identified jointly with the Director.

In the event an employee is not achieving the required level of performance, despite all reasonable efforts of the Director to support him/her, the Director may give the employee a period during which he/she has a chance to improve performance.

Employees must understand that continued failure to meet performance standards may result in disciplinary action.

7.5.3 Devoting Time to Duties

- a) The employee undertakes and agrees not to commence during the term of this agreement any related employment that would conflict with or infringe on their ability to undertake their employment obligations.
- b) The employee agrees that these terms are reasonable in view of the importance of the employment position with the Council and the need for assurances the employee will devote the appropriate amount of time and effort to discharging the employment obligations.

7.5.4 Absenteeism

The Council expects employees to strive for perfect attendance and to arrive for work on time. The Council realises that unforeseeable absences occur from time to time. The Council has the following expectations in regards to absences:

- a) If an employee cannot report to work as scheduled, the employee must notify the Director as soon as practicable.
- b) If the employee's need for time off is foreseeable, he/she must provide as much notice as possible.
- c) When contacting the Director, the employee must indicate how long the absence will be, expected return, or as the case may be, arrive for work.

d) Employees may be required to submit documentation from a doctor for absences due to illness of three (3) days or more to justify an absence.

e) Excessive absences, or lateness and excessive patterns of absences or lateness may lead to disciplinary action.

7.5.5 Probation

The standard probationary period on initial employment of new employees is six months. A three-month progress review is held with a new employee to confirm performance or correct concerns. The probationary period may be extended for a maximum of six months, if this is done, the employee must be informed in writing.

7.5.6 Performance Reviews

a) Performance reviews for new employees are generally conducted three times in the first year of employment. The first is the three-month review described earlier; the second is more comprehensive and is conducted six months after the employee has been hired; the third is on the employee's anniversary date. After the initial year of employment, performance reviews are conducted annually. The Director conducts the reviews of staff performance and the Chair conducts the review of Director's performance.

b) In a performance review, the consideration of each employee's performance will be in relation to but not limited to: how well they carry out the duties of their job description in relation to the established goals and performance standards, attendance and any complaints or warnings registered on that employee's file during the previous appraisal period;

c) A notation is made of any training completed in the period of review;

d) An employee will have an opportunity to discuss the performance evaluation with the Council if they so request.

e) The performance review will outline strengths, weaknesses and any corrective action required to remedy the weaknesses. All performance reviews will be kept confidential on the employee's personnel file. The employee may view the file on request with sufficient notice and with the Director (or designate) in attendance.

7.5.7 Disciplinary Action

a) Employees may be subject to discipline for failing to observe policies, for job-related behaviour that does not meet expected and communicated

performance standards, or for inappropriate conduct. The Chair will discuss the appropriate degree of discipline with the Director. The following actions are available:

- A new employee still on probation may have that term extended for a maximum of 6 months.
- The Director may counsel the employee about performance/actions and ascertain his or her understanding of requirements.
- The Director will deliver a formal verbal reprimand to the employee in private.
- The Director will deliver a formal written reprimand to the employee in private. A copy of the written reprimand will be placed on the employee's personnel file, marked "Confidential".
- If an employee fails to respond to repeated verbal reprimands or a written reprimand, that employee may be suspended without pay for a period determined by the Council.
- Dismissal proceedings will be initiated if an employee repeatedly fails to respond to verbal or written reprimands, is abusive, or if the employee fails to carry out his/her duties as required.

b) The above will be used in a progressive fashion, giving the employee the maximum opportunity to modify his/her behaviour;

c) The Director will, in most cases, be responsible for investigating instances where discipline of a staff member may be warranted. The Chair will be informed of all disciplinary proceedings.

7.5.8 Grievance Procedure

a) An employee who has been suspended, disciplined or terminated shall have the right to appeal their concern to the Council; and

b) Council appeals may only be presented by the employee or his/her advocate with the employee present.

c) An employee who considers he/she has been treated unfairly in some way may present the concern to the Director within two weeks of the incident occurring (or of the employee's becoming aware of the incident).

d) Within two weeks of receipt of such a grievance, the Director must respond in writing to the employee.

e) If the employee is unsatisfied with the response he/she may submit the grievance to the Council within two weeks of receiving the Director's response.

f) If such a grievance is received by the Council more than one week prior to its next meeting, the grievance will be heard at the next meeting; if it is received less than a week before the next meeting, it will be heard at the following next meeting.

g) All such meetings will be held in camera.

h) The employee submitting the grievance may attend the Council meeting at which the grievance is considered to make a presentation to the Council concerning the grievance. The employee may have an advocate attend the meeting. If the employee wishes, the advocate may present on the employee's behalf.

i) Within two weeks of the Council meeting at which the grievance is considered, the Council must respond in writing to the employee. The Council's response is final and binding.

j) Timelines in this section can be amended by mutual consent of the parties.

7.5.9 Termination - labour law

Employees are required to follow the Employment Standards Act regarding notice of their intention to end their employment. This notice must be in written form;

The Council may terminate an employee agreement, without cause, by providing the Employee nineteen (19) days of notice of termination for every year of continuous service.

Other aspects of employee termination will be delineated in Employment agreements.

7.6 Time off Work

7.6.1 General Statutory Holidays

a) The employee is entitled to be paid for General Statutory Holidays if:

- He/she has been employed for more than 30 calendar days;

- He/she works their last scheduled day before and the first scheduled day after the General Holiday, unless absent with permission;
- He/she works on the holiday if called to work (see the Employment Standards Act, Rights & Obligations for method of payment in this situation).

b) General Statutory Holidays

New Year's Day	Heritage Day	Good Friday
Easter Monday	Victoria Day	Aboriginal Day
Canada Day	Discovery Day	Labour Day
Thanksgiving	Remembrance Day	Christmas Day
Boxing Day	Truth and Reconciliation Day	

7.6.2 Annual Vacation

a) Vacation pay shall be the equivalent of;

- 8% of the employee's earned annual salary, with pay, per year for the first three years of employment;
- 10% for years four through seven; and
- 12% from year eight onwards.

Vacation leave credits are not earned for any period in which the employee is on leave without pay.

b) Employees can carry a maximum of 20 days of vacation from one fiscal year into the next, unless agreed by the Director. If the employee has taken any time off during that year without pay, the employee would still be entitled to the allotted number of vacation days for that given year, but only a portion of it would be with pay. All vacation pay is accrued as a percentage of earned annual salary.

c) Requests for vacation leave must be submitted to the Director or Chair in advance for consideration

The Director will respond in a timely manner.

d) Requests for vacation leave by the Director must be submitted to the Council Chair, and approved in advance.

e) It is possible for an employee to use vacation time before it is actually earned (leave deficit). Any leave granted in this manner will be offset by leave as it is earned so as to eliminate the employee's leave deficit as soon as possible. The maximum amount of leave that can be used in this manner is five days. If an employee leaves the employ of the Council when his/her vacation leave account is in a deficit position, the amount becomes an amount owing by the employee to the Council.

7.6.3 Special Leave

a) Six Special Leave days are earned over the year and are available to the employee upon the first day of permanent full-time employment. They are non-accumulative from year to year, and they cannot be considered for a cash payout. At the beginning of each year, the balance in the employee's Special Leave account returns to six days, regardless of how many, if any, Special Leave days were used the previous year. If the employee leaves the employ of YLUPC prior to a complete year of service and if the amount of Special Leave taken exceeds the amount earned, the difference becomes an amount owing by the employee to the Council.

With prior approval of the Director, Special Leave days may be used for the following:

- Appointments that the employee is unable to make outside of work time;
- Emergencies, including illness of a family member;
- Funerals.
- Special leave cannot be used as vacation time.

b) Other use of Special Leave time will be at the discretion of the Director.

7.6.4 Sick Leave

Sick Days are earned at the rate of one day per month starting the first month of indeterminate employment with pay over the year and are available to the employee upon the first day of permanent full-time employment. They are accumulative from year to year to a maximum of 20 days and cannot be considered for a cash pay-out. If the employee leaves the employ of YLUPC prior to a complete year of service and if the number of Sick Days taken exceeds the amount earned, the difference becomes an amount owing by the employee to the Council.

Upon expiration of sick days, employees may use Special Leave, Banked Time or (if applicable) Management Days.

7.6.5 Leave Deficit

The total deficit of Special Leave and Sick Days used but not yet earned cannot exceed five days.

7.6.6 Bereavement Leave

a) Upon the request of an employee, the employer shall grant the employee bereavement leave for up to five paid working days where there is a death, or imminent death, in the employee's family. The employer may request a physician's statement for verification.

b) Normally, an employee can only use Bereavement Leave once for any given family member. If the leave is used when death appears imminent but the family member recovers, and if less than the full five days were used on the first occasion, the employee may be granted the balance on a second occasion.

c) An employee who must travel out of Whitehorse due to the death or imminent death in the employee's family shall be granted leave without pay for additional travel days, up to a maximum of four days.

d) "Family" is as defined under the Yukon Employment Standards Act.

7.6.7 Maternity, Parenting Leave

Maternity leave and parenting leave will be approved on the basis of the Employment Insurance Act unless alternative arrangements have been agreed to between the YLUPC and the employee.

7.6.8 Leave Without Pay

Requests for Leave Without Pay must be submitted to the Director or Chair in advance for consideration.

7.6.9 Jury Duty

a) No employee shall suffer loss of pay as a result of absence from work due to attending court in response to a jury summons or a witness subpoena of a third party.

b) An employee who is absent for court duty shall return to work, if possible, in time to complete one half of the day's work.

7.7 Salary & Benefits

7.7.1 Wages

a) The wage schedule covering all employees occupying positions shall be set out in Schedule “B.” The wage schedule will be reviewed every four years. The starting wage for a new employee will be determined by the Council, based upon education, work experience, job description, and job classification. The wage will fall within the salary range identified for the respective position in Schedule “B”.

b) Each employee will be eligible for consideration of a review for increases in salary once per year of their employment effective on the anniversary date of their employment. Increases will be provided on the basis of merit, cost of living allowance, and funds available.

c) Salary ranges will be adjusted every April 1st based upon the “Consumer Price Index History – Annual Averages” supplied by the Yukon Bureau of Statistic. The percentage used shall be the “% Change from Previous Year” for the City of Whitehorse. In the case of a negative cost of living adjustment, no increase or decrease to salary will occur.

d) Overtime means hours worked in excess of 7.5 hours in any day or 37.5 hours in any week; subject to the employee’s specific work schedule approved by the Director.

f) Time and a half means: 1.5 times the regular hourly rate.

g) All employees must have written authorization from their supervisor to work more than the scheduled hours. Overtime will not be paid without proper pre-authorization. Authorized overtime must be recorded.

h) Overtime whenever possible will be “banked” for future time off from work. The Director may compel employees to take their banked time as time off from work. Overtime may be paid out through the payroll if approved by the Council. By the end of the fiscal year the balance of accrued overtime must be zero and cannot be accumulated from year to year.

7.7.2 Benefit Plan

a) The Employee Benefit Plan will commence after the employee has been employed on for a period of three full calendar months (partial

months do not qualify), unless otherwise noted. Employees who work fewer than 20 hours per week do not qualify for the benefits program.

- b) The employee pays 100% of the Life Insurance and Accidental Death & Dismemberment benefits as these benefits can or will be paid either directly to the employee or their named beneficiary;
- c) The employer pays 100% of the Dental and Extended Health benefits;
- d) It is the responsibility of each employee to ensure that any initial benefit forms are filled out correctly and to advise the Council Administrator of any changes affecting said benefits.
- e) The employees' shares of benefits cost will be deducted from their end of the month payroll cheque.
- f) Where applicable, the benefit plan becomes a Condition of Employment.

7.7.3 Group RRSP Plan

- a) Permanent full-time and part-time employees will be offered the opportunity to participate in the Group RRSP Plan once their probationary period ends. Employees may choose a percentage of their gross salary that they want to contribute to the plan. The money will automatically be deducted from their pay and invested in funds they have pre-determined with the YLUPC appointed financial advisor. YLUPC will match the employee contribution up to 3% of their gross wages after the first year of employment, 4% for the second year and 5% for their third year of employment and all subsequent years.
- b) YLUPC cannot be held responsible or liable for the performance of employee investments.
- c) If an employee goes on leave without pay then the employee can opt to continue contributing to the plan directly through the financial advisor but YLUPC will cease to make contributions until the employee has returned to work.
- d) RRSP contributions by Council shall be capped at the employee's annual salary. Vacation pay, banked time, or overtime shall not be included in the calculation of employee's gross salary for RRSP purposes.

7.7.4 Travel Bonus

The Travel Bonus becomes payable on the employee's anniversary date. The amount is \$2,500 and is paid out as a travel bonus through payroll.

The employee is solely responsible for any related statutory payments, such as income tax, that become payable on said taxable benefit.

7.7.5 Management Days

a) Management Days is a separate type of leave negotiated between the Director and Council and does not apply to all employees. The Council and Director can agree in writing to a fixed number of Management Days per year.

7.8 Professional Development

7.8.1 Professional Membership

The Council establishes an annual budget for professional memberships. The Council will consider requests to reimburse employees for professional membership that is relevant to the employees' positions. Employees should submit requests for reimbursement to the Director. The Director may add any relevant requests for his/her own memberships. The Council considers all requests in terms of their perceived relevance and value and against available funds and determines which memberships, if any, will be reimbursed.

7.8.2 Conferences and Training

a) The Council establishes an annual budget for Conferences and Training.

b) This policy applies to all Council member and employees. The purpose of this policy is to provide a framework and guideline for the training, development and skills enhancement of Council members and employees and to provide for the expenses related to such activities;

c) All employees must be willing to take any training considered necessary by the employer;

d) Any employee taking approved training will have travel and accommodation paid, as set out in Schedule "A";

e) It is the policy of the Council, in accordance with the provisions of the Umbrella Final Agreement Chapter 2.12.2.9, to ensure that sufficient opportunity is provided to all members of the Council through workshops, conferences and seminars and other such forums to acquire, develop and enhance skills and capabilities in; a) cross-cultural knowledge; b) in carrying out the responsibilities of the Council and c) in specific areas of interest directly related to the duties of each member;

- f) It is the policy of the Council to provide the opportunity and resources to its members to further develop and enhance skills and capabilities directly related to the performance of duties required by the Council in the attainment of its mandate. The Council further recognizes the responsibility to provide for professional development of its employees;
- g) All training and development of members or employees shall only be approved where sufficient funds are available within the current approved budget. The Council shall provide information as to the sufficiency of the funds prior to the commitment of any specific training or development proposal;
- h) Where there are sufficient funds remaining for any specific proposed training or development application elsewhere in the current budget, the Council may consider reallocation of other budgetary funds to the Conferences and Training budget;
- i) Limits to travel time and total expenses may be set by the Director or Chair;
- j) Council members attending directly related training or development activities are entitled to full honoraria, per diem, travel expenses, registration and accommodation at Council expense. The Secretariat will process such items;
- k) Employees attending directly related professional development activities approved by the Director are entitled to receive time with pay, per diem, travel expenses, accommodation and registration costs. The Secretariat will process such items;
- l) Travel outside the Yukon Territory to attend training and development opportunities requires the approval of the Council in case of members, and the approval of the Director in the case of employees. Travel outside the Yukon Territory for the Director to attend training and development opportunities requires approval of the Council Chair;
- m) Council resources to assist members or employees in attending training and development opportunities that are only peripherally related to the duties and responsibilities of such members or employees may be considered in certain circumstances subject to the following considerations:

- Sufficient funds are available within the current budget after adjustment is made for any directly related training opportunities being considered for that year.
- The member or employee identifies in writing the potential value of such training to the operations of the Council.
- Funding is not provided or available from other sources.

n) Subject to the above considerations, it shall be at the discretion of the Council in the case of Council members, or the Director in the case of employees, whether to provide partial or full payment of the costs of such peripheral training opportunities. The determination of the eligibility of specific training opportunities for funding under this paragraph, and what conditions are deemed appropriate, shall be made prior to the commitment of the member or employee to register for such activities in the name of the Council;

o) Written reports are expected for all training courses; conferences and workshops attended by the Council and Secretariat where costs associated with participation are over \$500.00.

7.9 Travel

Any employee taking approved training or on approved business travel for the employer will have travel and accommodation paid, as set out in Schedule “A” (also see 4.5.2).

As a general policy the Council will rent vehicles for travel beyond the City of Whitehorse and the use of personal vehicles is discouraged. The Director shall approve all use of personal vehicles outside of the City of Whitehorse.

7.10 Keys

Employees shall be assigned keys to the main entrance of the building and to the Yukon Land Use Planning Council office. For security purposes assigned keys shall remain in the possession of the employee at all times and shall be relinquished upon their last day of employment or of their Council duties.

A key register shall be established and maintained.

Schedule A: YG Travel Rates

YG Travel Rates area updated annually on April 1.

Source: <https://yukon.ca/en/find-current-travel-rates-government-yukon>

Schedule B: Pay Range Scale

2022-23 Monthly Pay Range:

		Step 1	Step 2	Step 3	Step 4	Step 5
Director		\$ 9,077.81	\$ 9,531.72	\$ 9,985.63	\$10,439.54	\$10,893.45
Office Administrator		\$ 4,803.09	\$ 4,999.13	\$ 5,195.17	\$ 5,391.21	\$ 5,587.25
Manager, Finance and Administration		\$ 5,760.36	\$ 6,100.81	\$ 6,441.26	\$ 6,781.54	\$ 7,121.99
Policy and Planning Coordinator		\$ 6,224.90	\$ 6,587.98	\$ 6,951.14	\$ 7,314.12	\$ 7,677.29
Senior Planner		\$ 7,410.50	\$ 7,781.13	\$ 8,151.58	\$ 8,522.03	\$ 8,892.66
Land Use Planner		\$ 6,358.83	\$ 6,603.44	\$ 6,847.97	\$ 7,092.58	\$ 7,337.10

Schedule C: Consensus-Based Decision-Making

Figure 1: Responsibilities within a Consensus-Based Decision-Making Environment

Council members have the responsibility to:

- Be committed to relying upon the agreed upon consensus process to construct the decision.
- Ensure that all decision-makers are adequately informed and knowledgeable of the issues surrounding the decision.
- Ensure all decision-makers interests, values and concerns are openly articulated and understood.
- Ensure all decision-makers interests, values and concerns are addressed and reflected in the decision.
- In order to create and maintain a consensus-based decision-making environment, the following techniques should be used:
 - All decision-makers need to invite, welcome and respect the interests, values and concerns of each Council member.
 - All decision-makers must understand that decisions reached will rely upon and be constructed from, understanding and satisfying the interests, values and concerns of each Council member.
 - All decision-makers must take responsibility for satisfying the interests, values and concerns expressed by others.
 - The Council must ensure, through flexible arrangements and other

Figure 2: Clarifying Consensus Decision-Making

- Decisions made when all members are not informed and educated on a matter is not consensus.
- Decisions made by individuals or by less than quorum are not consensus.
- A decision made by a simple vote without seeking and exhausting more acceptable alternatives is not consensus.
- Voting is a fundamentally different decision-making process than making decisions by consensus. Voting should be recognized as the failure of a consensus-based decision making process and environment.
- When internal efforts have not provided for a decision to be made by consensus, a Council should invite, and welcome, other resources to enable a consensus to be reached. These other resources may include:
 - Employing a facilitator from outside the Council
 - Seeking guidance about an issue through public consultation
 - Seeking guidance from the UFA Parties or a knowledgeable Elder
- Decisions and resolutions must be recorded in the minutes with a clear indication that consensus has been reached.
- In the event that other decision-making measures are used, such as majority voting, minutes should indicate that consensus was attempted, failed and that a vote occurred.
- Minutes should also record where conditions or limitations have been placed on an action or decision.

Figure 3: Examples of Consensus Decision-Making

- Exploring many options and solutions
- Determining the underlying issues and interests
- Providing new or additional information to illuminate interests, values or concerns.
- Separating personal conflict from decision-making.
- Assessing level of agreement among members.
- Avoiding taking hard and fast decisions.
- Deciding when to postpone a decision for future discussion.
- Defer construction of a decision until interests, values, and concerns are addressed.
- Re-configuring the issue or question.
- Seeking alternative solutions to a problem.
- Making incremental decisions rather than addressing large questions at once.
- Invite and encourage dependent advisors, mediators and experts to facilitate understanding, or to assist in the construction of a decision