

 <p>INTRODUCTION</p>	<p>Human Resource Manual</p>
<p>Introduction</p>	<p>Section 101</p>

INTRODUCTION

PURPOSE

1. This Manual was prepared for the use of managers and human resource staff. It is a central information resource, bringing together, for ease of reference, material from existing human resource policies, guidelines, regulations and legislation including the *Nunavut Public Service Act* and the Nunavut Land Claims Agreement. The information compiled in the Manual will, in most cases, allow staff to obtain, from a single source, all the information needed for decision-making, without the requirement to analyze material from several documents. For example, the authorities for human resource management topics such as employee discipline are contained in the *Nunavut Public Service Act*, the regulations which support that *Act*, and two collective agreements. Where there are additional information resources such as those from outside benefit carriers, these documents will be referred to in this Manual. The information in this Manual will not contradict the fundamental authorities contained in policy or legislation.

If further clarification of roles is necessary, please consult the Delegation of Authority chart for the respective Department.

PRINCIPLES

2. The Government is committed to the ethical management of a public service that provides the highest quality of programs and services to Nunavummiut.
3. The Government of Nunavut was created as a result of the Nunavut Land Claims Agreement. Article 23 of the Agreement contains provisions that bind the Government to achieving representative levels of Inuit employment in the Government's workforce. Existing human resource management practices will conform to the requirements of Pinasuaqtavut and will reflect Inuit societal values in the core Inuit Qaujimajatugangit (I.Q.) principles in the operation of the public service. All future policies and practices will also take this need into account.

Core Principles

- **Pijitsirniq.** The concept of serving (a purpose or community) and providing for (family and/or community);

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- **Aajiiqatigiingniq.** The Inuit way of decision-making; comparing views and taking counsel;
- **Pilimmaksarniq.** The passing on of knowledge and skills through observation, doing and practice;
- **Piliriqatigiingniq.** The concept of collaborative working relationships or working together for a common purpose;
- **Avatittinnik Kamattiarniq.** The concept of environmental stewardship; understanding that the human community is part of the greater earth or land community;
- **Qanuqtuurniq.** The concept of being resourceful to solve problems and seeking solutions;
- **Tunnganarniq.** Fostering good spirit by being open, accepting and inclusive;
- **Ikpigusuttiarniq.** Caring for others; taking their situations and who they are into account;
- **Inuuqatigiitsiarniq.** Respect for others and treating all equally are practices the elders have always stressed in their words of advice (uqaujjuusiat). Government practices should promote impartiality.

APPLICATION

4. This Manual applies to all departments and public agencies of the Government of Nunavut listed in Appendix A and B of the *Financial Administration Act*. The QEC will use the Manual in those areas where it has not established its own policies and procedures and where it has so been directed. The Northwest Territories/Nunavut Workers Compensation Board is excluded.
5. Each section of the Manual will identify employment categories to which the section applies.

DEFINITIONS

6. Wherever definitions of commonly used terms are necessary, each section of the Manual will contain a section defining the appropriate terms.

	
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A glossary of definitions is also appended to this Manual. A number of commonly used definitions include:

- **Bargaining Unit** means a unit of employees established by subsection 41(1.4) for the purpose of collective bargaining;
- **Collective Agreement** means an agreement in writing between the Minister of Human Resources and an employees' association respecting terms and conditions of employment and related matters, including any award made by an arbitrator;
- **Employees' Association** means an association of public service employees incorporated by an Act empowering it to bargain collectively. The two major associations representing Nunavut Government employees are the Nunavut Employees' Union and the Nunavut Teachers Association;
- **The Employer** means the Government of Nunavut;
- **Excluded Employees** means an employee who is not eligible for membership in a bargaining unit for a variety of reasons as outlined in subsection 41(1.7) of the *Nunavut Public Service Act*;
- **Department** means a division of the public service established by statute or designated as a department by the Commissioner in Executive Council on the recommendation of the Premier;
- **Deputy Head** means the Deputy Minister of a department or the chief executive officer of a Government board or agency. Where there is no chief executive officer, the Minister may designate a person deputy head for purposes of the *Nunavut Public Service Act*;
- **Deputy Minister** means the non-elected head of a department. Where the position is vacant, a person is designated by the Minister to act as the Deputy Minister;
- **Minister** means a member of the Executive Council who is responsible for the *Nunavut Public Service Act*, designated Minister under the *Legislative Assembly and Executive Council Act*;

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- **Public Service** means positions in or under any department or other portion of the public service specified in Schedule A of the *Nunavut Public Service Act*.
- **Senior Manager** is an employee who is responsible for planning, organizing, directing and controlling the use of persons, material and money; and whose pay is determined according to the provisions of the senior management salary grid.

AUTHORITIES AND REFERENCES

7. The *Nunavut Public Service Act* and Regulations give the Minister of Human Resources the power and authority to manage and direct the public service.
8. The Manual will show the reference sources used in the preparation of each chapter as well as the sources of authority for chapter content. Common sources of authority include:
 - *The Nunavut Public Service Act*
 - *The Regulations pursuant to the Nunavut Public Service Act*
 - *The Education Act*
 - *The Nunavut Land Claims Agreement – Article 23*
 - *The Collective Agreement with the Union of Nunavut Employees*
 - *The Collective Agreement with the Nunavut Teachers Association*
 - *Senior Managers’ and Excluded Employees’ Handbooks*

CONTACTS

9. This Manual has been published by the Policy and Planning Division of the Department of Human Resources. Questions about the Manual and its administration may be directed to

Director Policy and Planning
Department of Human Resources
Iqaluit, Nunavut
975-6206

10. Each section of the Manual will refer the reader to a specific contact point within the Department of Human Resources for further information or clarification. Subject specialists will be pleased to answer any questions.

	
INTRODUCTION Authorities	Human Resource Manual Section 102

HUMAN RESOURCES AUTHORITIES

PURPOSE

1. This section defines the authorities for human resources management functions in the public service of the Government of Nunavut (GN) and identifies which authorities have been delegated under the *Public Service Act* (PSA) to specific GN employees.

APPLICATION

2. This section applies to all GN departments, Nunavut Arctic College, Nunavut Housing Corporation and the Office of the Legislative Assembly.
3. The **attached chart** identifies the major human resources management responsibilities in the Government of Nunavut. The chart shows the legal source (if applicable), legal authority, and delegated authority (if applicable) for each responsibility.
4. Authorities are:
 - Minister of Finance
 - Deputy Minister of Finance
 - Comptroller General
 - Deputy Heads
 - Senior Managers
 - Managers/Supervisors

DEFINITIONS

5. **Deputy Head** is the Deputy Minister of a GN department or the head of a board or agency.
6. **Minister** is the Minister of Finance.
7. **Senior Manager** is an employee who occupies a position that involves management of significant financial resources, programs and personnel, and who reports directly to a Deputy Head.
8. **Manager/Supervisor** is an employee who occupies a position that involves management of staff and reports directly to a Senior Manager or Assistant Deputy Minister.

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	<p style="text-align: center;">Authorities</p>	<p style="text-align: center;">Section 102</p>

PROVISIONS

9. Under the *PSA*, certain responsibilities (powers, functions, duties) of the Minister responsible for *PSA* can be delegated to specific GN employees. This enables decisions to be made as close to the working level as possible in order to maximize accountability, efficiency and responsiveness.
10. GN employees to whom authority has been delegated by the Minister responsible for the *PSA* cannot delegate this authority to another person.
11. Pursuant to the *PSA* and its regulations, the Minister cannot delegate the authority to:
 - Make a Direct Appointment;
 - Extend probation;
 - Decide appeals of suspensions; and
 - Decide third level grievances for excluded and senior management employees.
12. Certain authorities for specific human resources management functions have also been defined in the *Public Service Regulations*. The powers and functions in the *Public Service Regulations* **cannot be delegated**.
13. Employees must exercise their authority in a fair and consistent manner. They must respect the rights of individual employees and the needs of the public service.
14. Delegated authority must be provided to employees in writing.

AUTHORITIES AND REFERENCES

15. *Public Service Act*
16. *Interpretation Act*
17. *Public Service Regulations*

	
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CONTACTS

18. For clarification or more information on this topic contact:

Director, Corporate Policy
 Department of Finance
 Iqaluit, Nunavut
 (867) 975-5831

Delegation of Authority Human Resources Authorities

The Law		X indicates where authority lies and/or who the authority has been delegated to Red X indicates the position(s) that will routinely carry out the responsibility on behalf of the Minister							
TASKS	Source: <i>Public Service Act</i> (PSA) or Regulations (Reg) *	Authority **	Minister ***	Deputy Minister of Finance	Comptroller General ****	Deputy Head	Senior Manager	Manager / Supervisor	Note
STAFFING									
Request for Staffing (Job Action Request)	PSA s. 16	Minister				X			
Casual Staffing Action ≤ 4 months	PSA s. 16	Minister				X	X (Health, CGS, NAC only)		Specific senior management positions in Health, CGS and NAC also have this authority
Extension of Casual Appointment > 4 months but ≤ 1 year	Reg. s. 5	Deputy Head				X			
Extension of Casual Appointment > 1 year	None found			X	X				
Extension of Term Employment	None found	N/A		X	X				Union support letter required for NEU positions
Change of Status from Term to Indeterminate	None found	N/A		X	X				
Transfer Assignment	None found	N/A		X	X				
External Assignment (Includes Interchange Canada Agreement)	None found	N/A		X					
Direct Appointment	PSA s. 18	Minister approves upon recommendation of Executive Council	X (Minister – upon recommendation of Executive Council)						Direct appointments are evaluated by the Department of Finance prior to Cabinet consideration. Evaluations are signed by the DM of Finance.

Delegation of Authority Human Resources Authorities

The Law		X indicates where authority lies and/or who the authority has been delegated to Red X indicates the position(s) that will routinely carry out the responsibility on behalf of the Minister							
TASKS	Source: <i>Public Service Act</i> (PSA) or Regulations (Reg) *	Authority **	Minister ***	Deputy Minister of Finance	Comptroller General ****	Deputy Head	Senior Manager	Manager / Supervisor	Note
Lay-off Casual Employee	Reg. s. 6	Deputy Minister of Department Responsible for the PSA		X					
Lay-off - Indeterminate, Term, Seasonal or Part-time employees	PSA s. 27	Minister		X					
Job Offer (with the exception of Direct Appointments, which have to be recommended by Cabinet prior to extending a job offer)	PSA s. 16	Minister		X	X	X (President NAC) X (DM of Health for nursing positions) X (Clerk of the Legislative Assembly)			Specific positions in FIN, NAC and Health also have this authority
Rejection on Probation	PSA s. 21(1)	Minister		X	X				
Reduce or Waive Probation	PSA s. 20(4)	Minister				X			
Extend Probation	PSA s. 20(5) and Reg. s. 4	Minister	X (Minister)						Recommendation from Deputy Head must be reviewed by Comptroller General
Resignation - acceptance and withdraw	PSA s. 25	Minister					X		

Delegation of Authority Human Resources Authorities

The Law		X indicates where authority lies and/or who the authority has been delegated to Red X indicates the position(s) that will routinely carry out the responsibility on behalf of the Minister							
TASKS	Source: <i>Public Service Act</i> (PSA) or Regulations (Reg) *	Authority **	Minister ***	Deputy Minister of Finance	Comptroller General ****	Deputy Head	Senior Manager	Manager / Supervisor	Note
LEAVE AND ATTENDANCE									
Annual Leave	Reg. ss. 23-24	None stated						X	
Sick Leave – where employee has leave credits	Reg. s. 25	Immediate Supervisor						X	
LWOP where employee does not have leave credits	Reg. s. 25	Immediate Supervisor						X	
Advance of Sick Leave	Reg. s. 29(1)	Senior Manager					X		Consult with Employee Relations
Special Leave ≤ 5 days	Reg. s. 31	Immediate Supervisor						X	
Special Leave > 5 days	Reg. s. 32(1)	Deputy Head				X			
Advance of Special Leave	Reg. s. 32(3)	Deputy Head				X			
Casual Leave	None found	N/A						X	
LWOP ≤ 6 months	Reg. s. 39	Senior Manager					X		
LWOP > 6 months (except public service leave)	Reg. s. 39	Deputy Head				X			
LWOP to run for public office – restricted employee	PSA s. 34(6)	Minister		X					

Delegation of Authority Human Resources Authorities									
The Law									
X indicates where authority lies and/or who the authority has been delegated to Red X indicates the position(s) that will routinely carry out the responsibility on behalf of the Minister									
TASKS	Source: <i>Public Service Act</i> (PSA) or Regulations (Reg) *	Authority **	Minister ***	Deputy Minister of Finance	Comptroller General ****	Deputy Head	Senior Manager	Manager / Supervisor	Note
LWOP Relocation of Spouse up to 1 year	None found	N/A				X			
LWOP Compassionate Care Leave	None found	N/A				X			
Maternity or Parental Leave	None found	N/A				X			
Medical Travel Leave ≤ 4 days	Reg. s. 29.1	Deputy Head				X			Referral by a medical practitioner, nurse practitioner or nurse
Injury on Duty Leave	Reg. s. 38	Deputy Head				X			
Court Leave	Reg. s. 35	Deputy Head				X			
Emergency Leave	None found	N/A					X		
Education Leave	Reg. s. 33	Deputy Head				X			
Public Service Leave	None found	N/A					X		
Retiring Leave	Reg. s. 36	None Stated				X			
HOURS OF WORK									
Flex hours / compressed hours	None found	N/A					X		

Delegation of Authority Human Resources Authorities

The Law		X indicates where authority lies and/or who the authority has been delegated to Red X indicates the position(s) that will routinely carry out the responsibility on behalf of the Minister							
TASKS	Source: <i>Public Service Act</i> (PSA) or Regulations (Reg) *	Authority **	Minister ***	Deputy Minister of Finance	Comptroller General ****	Deputy Head	Senior Manager	Manager / Supervisor	Note
Job Sharing	None found	N/A				X			
Part-Time Employees	Reg. 9	Deputy Head				X			
Holiday Designation	Reg. s. 13	Deputy Minister of Department Responsible for the PSA		X					
PAY									
Overtime	Reg. s. 10	Immediate Supervisor						X	
Promotion Salary \geq 25%	Reg. ss. 19(2) and 20(2)	Deputy Minister of Department Responsible for the PSA		X					
Senior Manager Promotion Salary	Reg. s. 20(1)	Deputy Head				X			
Bilingual Bonus	None found	N/A				X			Retroactive bilingual bonus requests must be submitted to the Comptroller General for approval
Trainer's Allowance	None found	N/A						X	
Callback Pay, Reporting Pay, Shift Premiums and Standby Pay	None found	N/A					X		

Delegation of Authority Human Resources Authorities									
The Law		X indicates where authority lies and/or who the authority has been delegated to Red X indicates the position(s) that will routinely carry out the responsibility on behalf of the Minister							
TASKS	Source: <i>Public Service Act</i> (PSA) or Regulations (Reg) *	Authority **	Minister ***	Deputy Minister of Finance	Comptroller General ****	Deputy Head	Senior Manager	Manager / Supervisor	Note
Pay Increments	Reg. s. 21	Immediate Supervisor						X	
Acting Pay	Reg. s. 18(3)	Deputy Head				X			
EMPLOYEE DISCIPLINE * Consult with Employee Relations									
Verbal Reprimand	None found	N/A						X	
Written Reprimand*	None found	N/A						X	
Suspension (with or without pay)*	PSA s. 29	Deputy Head				X			
Demotion*	PSA s. 29	Deputy Head				X			
Suspension with investigation*	PSA ss. 30 and 32	Minister				X			
Demotion after investigation*	PSA s. 32(1)(a)(i)	Minister		X					
Dismissal after investigation*	PSA s. 32(1)(a)(i)	Minister		X					
Dismissal – Casual employees*	Reg. s. 6	Deputy Minister of Department Responsible for the PSA		X					

Delegation of Authority Human Resources Authorities

The Law		X indicates where authority lies and/or who the authority has been delegated to Red X indicates the position(s) that will routinely carry out the responsibility on behalf of the Minister							
TASKS	Source: <i>Public Service Act</i> (PSA) or Regulations (Reg) *	Authority **	Minister ***	Deputy Minister of Finance	Comptroller General ****	Deputy Head	Senior Manager	Manager / Supervisor	Note
Appeal of Suspension, Demotion or Reduction in Pay*	PSA s. 29(2)	Minister	X (Minister)						
Abandonment of Position*	PSA s. 26	Minister		X	X				This authority has been delegated to 2 individuals. Red X indicates the position that will routinely carry out the responsibility on behalf of the Minister.
Grievance 1st Level for Excluded employees (incl. senior managers)*	Reg. s. 44	person designated by Minister						X	
Grievance 2nd Level for Excluded employees (incl. senior managers)*	Reg. s 45	Deputy Head				X			
Grievance – 3rd Level for Excluded employees (incl. senior managers)*	Reg. s. 46	Minister	X (Minister)						
Grievances – NEU employees*	NEU Collective Agreement								
JOB EVALUATION									
Job Descriptions and Job Evaluation Requests	PSA s. 19(1)	Minister				X			

Delegation of Authority Human Resources Authorities									
The Law		X indicates where authority lies and/or who the authority has been delegated to Red X indicates the position(s) that will routinely carry out the responsibility on behalf of the Minister							
TASKS	Source: <i>Public Service Act</i> (PSA) or Regulations (Reg) *	Authority **	Minister ***	Deputy Minister of Finance	Comptroller General ****	Deputy Head	Senior Manager	Manager / Supervisor	Note
RELOCATION									
Relocation of employees on initial hire, transfer and termination	None found	N/A		X	X	X (President of NAC) X (DM of Health for nursing positions)			Specific positions in FIN, NAC and Health also have this authority
TERMINATION									
Medical Termination	None found	N/A		X					

IMPORTANT NOTES

- The Public Service Regulations apply to every person employed in the public service. In accordance with s. 1.1(2), if there is an inconsistency between the Regulations and a Collective Agreement, the terms and conditions of the Collective Agreement prevail to the extent of the inconsistency.
- * If an employee obtains the authority by **Regulation**, this authority **CANNOT BE FURTHER DELEGATED** (sub-delegated) to another person
- ** A responsibility that is delegated by the Minister responsible for the *Public Service Act* **CANNOT BE FURTHER DELEGATED** (sub-delegated) by the person receiving the authority. The Minister must directly delegate the responsibility.
- *** Minister refers to Minister of Finance
- **** The Comptroller General is an executive level Department of Finance position that is responsible for human resources functions including employee relations, job evaluation and staffing

	ETHICS	Human Resource Manual
	Oath of Office and Secrecy	Section 201

OATH OF OFFICE AND SECRECY

PURPOSE

1. The “Oath of Office and Secrecy” binds employees to carry out their duties faithfully and honestly and to reveal employment related information only when authorized.

APPLICATION

2. These guidelines and procedures apply to all employees.

DEFINITIONS

3. **Deputy Head** is the Deputy Minister of a Government Department or the Chief Executive Officer of a Board or Agency.

PROVISIONS

4. The release of confidential information that employees have access to through the course of their employment may have a significant impact on the Government’s ability to manage its affairs and to be seen as an impartial and credible organization by clients and the public.
5. To protect the interests of the Government, clients and the public, confidential information that employees receive through their employment must not be divulged to anyone other than persons who are authorized to receive the information both during their employment and after they terminate their employment. As well, employees must not use confidential information, or their ability to access such information, for the purpose of furthering any private interest or as a means of making personal gains.
6. Some examples of confidential information include but are not limited to:
 - strategies for negotiating with organizations such as unions during collective bargaining;
 - strategies for negotiating with other levels of government on issues such as formula financing and the acquisition of funding to support Article 23 obligations;
 - confidential information on clients of the Health and Social Services and Education systems;
 - confidential information on clients accessing government support systems such as business loans and economic development advice.

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7. The application of the Oath of Office and Secrecy after ceasing to be an employee is of particular importance where employees or former employees have had access to confidential and/or privileged information which, if disclosed, could harm the interests of the Public Service of Nunavut and/or the people it represents.
8. All employees must abide by the Oath of Office and Secrecy.
9. The confidentiality restrictions associated with the Oath of Office or affirmation are not intended to limit employees from making public statements in carrying out the responsibilities of their jobs.
10. Each employee, before being paid, must take the following oath or affirmation:

I, _____, swear or solemnly affirm that I will faithfully and
(name of employee)
 honestly fulfil the duties that devolve upon me by reason of my employment in the public service of Nunavut and that I will not, without due authority, disclose or make known any matter that comes to my knowledge by reason of such employment. *(Add, in the case where an oath is taken, "So help me God" or name of deity.)*
11. Casual employees are also required to take the oath or affirmation. The oath or affirmation should be administered by the hiring department. The original of the signed document should be forwarded to the Human Resources Department for insertion into the personnel file.
12. Where an employee, or a former employee, reasonably believes that they may be asked to, or feel pressured to breach their Oath of Office and Secrecy, or that they may be in breach of their Oath of Office and Secrecy, the employee shall notify their Deputy Head, or in the case of former employees the Deputy Head of their former Department, in writing of the circumstances and request advice on their obligations related to the Oath of Office and Secrecy.
13. Failure to comply with the Oath of Office and Secrecy could result in disciplinary action up to and including dismissal.
14. In the case of a former employee, failure to comply with the Oath of Office and Secrecy may result in legal action against the former employee.

	
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AUTHORITIES AND REFERENCES

- 15. Nunavut Public Service Act
Section 39, Oath
- 16. Nunavut Public Service Regulations
Schedule, Oath of Office and Secrecy
- 17. Senior Management and Excluded Employees Handbooks
Oath of Office

CONTACTS

- 18. For clarification or more information on this topic contact:

**Director Policy and Planning
Department of Human Resources
Iqaluit, Nunavut
975-6206**

	
EMPLOYEE RETENTION Code of Conduct (General)	Human Resource Manual Section 202

CODE OF CONDUCT (General)

PURPOSE

1. The people of Nunavut have a right to public service which is efficient, impartial and has integrity.
2. Conflicts should not exist, nor appear to exist, between official duties and an employee's private interests.
3. A conflict of interest occurs when an employee's private interests and activities are at odds with the responsibilities of public service employment.

APPLICATION

4. These guidelines and procedures apply to all departments.

GUIDELINES

Principles for Government Employees

5. Employees must perform official duties and arrange private affairs so public trust in the integrity and objectivity of the Government is conserved and strengthened. Employees' actions must withstand closest public scrutiny.
6. Employees must arrange all private matters so conflicts of interest do not arise.
7. Employees may not ask for any money or other benefit in addition to compensation and expenses for any public service duties. Employees may not accept any money or other benefit, except compensation and expenses, incidental gifts, usual hospitality, and other nominal benefits.
8. Employees may not step out of official roles to help others in dealings with the Government if this would result in preferential treatment.
9. Employees may not take advantage of, or benefit from, confidential information gained as a result of official duties.
10. Employees may not directly or indirectly use, or allow the use of, Government property of any kind, except for officially approved activities. This



includes property leased to the Government. Questions should be referred to supervisors.

Compliance

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

Employee Responsibilities

12. Employees are expected to carry out assigned duties promptly, courteously and competently.

13. Employees are expected to attend work regularly and be on time.

14. Employees must abide by the Workplace Harassment Policy. Employees (including managers) must ensure their conduct contributes to a workforce that is free from harassment and discrimination.

15. Employees must not smoke in the workplace.

16. Employees may not allow the use of alcohol or drugs to interfere with the performance of duties or harm the image of the Government.

Discipline

17. This Code is a condition of employment. Employees who do not follow it may be disciplined.

Outside Activity

18. Employees must get prior approval from their Deputy Head before having outside employment or getting involved in any activity where there could be a conflict of interest. The Deputy Head will decide whether outside employment or activity is a conflict of interest.

19. Employees are allowed to be involved in an outside activity, unless:

- there could be demands inconsistent with official duties and responsibilities; or
- it calls into question the employee's capacity to perform official duties and responsibilities objectively; or

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<p>Code of Conduct (General)</p>	<p>Section 202</p>

- allowing the activity or employment would be inconsistent with other Government interests.

20. Employees may not use Government premises or equipment for outside activities. Some examples are the use of fax machines, photocopy machines, telephones and office supplies.

21. Employees must not perform any outside activity so it appears an official act or to represent a Government opinion or policy.

22. Employees may not operate or permit a private business to be operated out of Government accommodation.

Releasing Information

23. Employees must not release confidential information unless authorized.

Political Activity

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

- Participate in any political activity during working hours.
- Use Government premises, supplies or equipment for any political activity.
- Display or distribute any campaign literature on Government premises, unless it is Government staff housing.
- Use their official position to influence the political activity of another person. For example, they cannot promise a Government job in return for support given to a particular candidate.
- Publicly criticize any Government policy about which information has been gained through employment with the Government.

Elections

25. Employees may not:

- Personally ask for money for a territorial political party or candidate.

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- Serve as an official agent for a candidate in an election, or as an executive officer of a territorial political party or riding association. Official agents are declared on the nomination papers of a candidate.

26. Employees must take a leave of absence without pay before announcing candidacy in a territorial or federal election. The leave, or employment, will end when the election results are official.

27. Restricted employees (generally Director and above) are further restricted, and may not:

- Publicly give views on any part of the platform of a political party. This includes criticizing candidates' positions on issues.
- Attend, as a voting delegate, any meeting of a political party.
- Campaign for, or actively work in support of, a political party or candidate.

28. A restricted employee who is elected mayor of a municipality must resign from the Government. "Municipality" includes cities, towns, villages and hamlets.

Gifts, Hospitality and Other Benefits

29. Employees must decline gifts, hospitality or other benefits that could give the appearance of influencing the judgement or performance of duties.

30. There are exceptions for gifts, hospitality or other benefits that :

- are within the normal standards of hospitality, e.g. pens, calendars, mugs, etc.
- would not compromise the integrity of the Government.

After Leaving Office

31. Senior Officer may not own, operate, control or be employed in any business enterprise, for one year after leaving the Government, if there is an opportunity to unduly exploit knowledge from Government employment.

**EMPLOYEE RETENTION****Code of Conduct (General)****Human Resource Manual****Section 202**

32. Complaints from the public about employees' outside activities will be referred to the appropriate Deputy Head.

Appeal Procedure

33. Employees may appeal any decision through the grievance procedure found in the Public Service Regulations.

PROCEDURES

34. All employees receive a copy of the Code of Conduct when hired.

AUTHORITIES AND REFERENCES*Public Service Act*

Section 34, Political Partisanship

Section 39, Oath of Office

Public Service Regulations

Section 41-47, Grievances

Section 48, General

Section 50, Mayor of Municipality

Section 51 (Schedule), Oath of Office

Policy Manual

Section 1010, Workplace Harassment

Section 1005, Smoke Free Workplace

Collective Agreement with NEU

Article 8, Outside Employment

Collective Agreement with NTA

Article 24, Extraneous Duties

Senior Managers' Handbook

Conflict of Interest

Excluded Employees' Handbook

Conflict of Interest

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OUTSIDE EMPLOYMENT

PURPOSE

1. Public servants of the Government of Nunavut are prohibited from being involved in outside activities which could represent a conflict of interest with their employment duties. This section clarifies the rules for outside employment of public servants.

APPLICATION

2. These rules apply to all employees of the government in all departments, boards and agencies.

DEFINITIONS

3. **Business** is a profession, trade, occupation or undertaking of any kind whatsoever and includes an office of employment.
4. **Conflict of Interest** is a situation where there is a reasonable perception that the employee's ability to exercise his or her employment duties will be affected by his or her private interests.
5. **Senior Officer** means:
 - (1) Deputy Ministers;
 - (2) Heads of Secretariats of the Executive Council;
 - (3) Assistant Deputy Ministers;
 - (4) Regional Directors;
 - (5) Division Directors;
 - (6) Chief Executive Officers of Corporations or Agencies of the Government;
 - (7) Regional Superintendents;
 - (8) Supervisors of Schools; and,
 - (9) A person appointed by a Minister to serve on executive staff and who is paid out of public funds.

 <p style="text-align: center;">ETHICS</p>	<p style="text-align: center;">Human Resources Manual</p>
<p style="text-align: center;">Outside Employment</p>	<p style="text-align: center;">Section 203</p>

PROVISIONS

Personal Gain

- 6.(a) Employees may not carry on any business or employment outside the public service in which they unduly, and for personal gain, exploit their acquaintance with other employees or with people with whom they have become acquainted in the course of their employment in the public service.
- (b) The duties of a deputy head do not permit the active pursuit of any other business or occupation.
7. Employees may not request or accept payment or other benefit for functions which are part of their public duties other than the remuneration and benefits applicable to their position.

Conflict of Duties

8. It is not the government's intention to prevent employees from engaging in outside employment. However, these guidelines are intended to ensure a conflict of interest does not arise from outside employment. Employees may not take supplementary employment including self employment, if the employment:
 - (1) causes a conflict of interest;
 - (2) is performed in such a way as to appear to be an official act on the government's behalf, or to represent a government opinion or policy;
 - (3) is conducted during the employee's normal work hours;
 - (4) interferes with regular duties;
 - (5) involves the use of government premises, equipment or supplies; or
 - (6) places the employee in a position where the employee has confidential knowledge or information which the employee can exploit for personal gain.
9. (a) When an employee wishes to carry on any business or employment outside his/her regularly scheduled hours of duty, including other employment within the public service, he/she shall notify the employer in writing of the nature of such business or employment prior to starting such business or employment.

 <p style="text-align: center;">ETHICS</p>	<p style="text-align: center;">Human Resources Manual</p>
<p style="text-align: center;">Outside Employment</p>	<p style="text-align: center;">Section 203</p>

The employer shall acknowledge, in writing, the employee's request. The nature of the proposed outside employment or business shall be held in strict confidence by the employer.

- (b) When the employer desires to prohibit an employee's engagement in business or employment outside his/her regularly scheduled hours of duty such employee will be notified in writing together with the reason for withholding such permission.
 - (c) When an employee requests permission in (a) above, the employer shall respond within thirty (30) calendar days of the employer's acknowledgement of receipt. If no response is received, permission shall be assumed.
 - (d) An employee may engage in volunteer or community activities in which GN funds or interests are directly or indirectly involved. However, when engaged in volunteer or community activities, an employee must respect his or her duty to avoid conflicts of interest with the GN and to respect GN confidentiality requirements.
10. When the deputy head makes a determination to:
- (1) prohibit an employee's engagement in business or employment outside the employee's regularly scheduled hours of duty, or
 - (2) prohibit an employee's involvement in any volunteer activity,
- due to a possible conflict of interest, the employee shall be notified in writing together with the reason for withholding such permission. A copy of this notification will be placed on the personnel file.
11. Where outside employment is allowed, written notification will be provided to the employee. A copy of the approval will be placed on the employees personnel file.
12. Except where appointed or recommended by the government for appointment, Senior officers may not be a director or officer of a company which holds or is engaged in any contract or agreement with Her Majesty or the government under which any public money of Nunavut is expended for any service or work, other than the contract under which they hold their position as senior officer.

 <p style="text-align: center;">ETHICS</p>	<p style="text-align: center;">Human Resources Manual</p>
<p style="text-align: center;">Outside Employment</p>	<p style="text-align: center;">Section 203</p>

13. In seeking or negotiating a position outside the public service, Senior officers must ensure that this action does not interfere with official duties or place them in conflict of interest.

14. In order to ensure that there is not a perception that employees benefit personally as a result of their employment in the government employees are prohibited from using government equipment, facilities or property for anything other than government business, unless prior approval is received from the deputy head. Any personal use of the GN's communications network by employees must be in accordance with the guidelines found in the NEU Collective Agreement, Article 14 and C&GS' Acceptable Email and Internet Use Policy found on the GN website .

15. Employees shall not take advantage of opportunities which arise by reason of employment with the Government of Nunavut or benefits offered through employment.

16. Employees may not operate or permit a private business to be operated out of staff accommodation provided by the government.

17. Senior Officers may not, except as authorized or required by their duties, reveal any confidential information concerning the operation, financing and business transactions of the government which may come to their knowledge during their employment.

Senior officers must keep completely secret all confidential information entrusted to them and not use or attempt to use any such information in any manner which may injure or cause loss, either directly or indirectly, to the government.

Senior officers shall not use any such information in any manner which may benefit them either directly or indirectly.

18. For one year from the date their employment ceases, senior officers may not own, operate, control or be employed by any business enterprise in which they may be in a position to unduly exploit knowledge they gained while employed by the government. If, however, within one year after employment ceases, a senior officer is offered a contractual position by a department, the DM of that department may put in a request to the Senior Personnel Secretariat (SPS) to waive the last 6 months of the required waiting period. In other words, if the contractor has had 6 months lapse from the end of their employment, the SPS can waive the 7-12 month wait period.

 <p style="text-align: center;">ETHICS</p>	<p style="text-align: center;">Human Resources Manual</p>
<p style="text-align: center;">Outside Employment</p>	<p style="text-align: center;">Section 203</p>

19. An employee who contravenes this policy may be subject to disciplinary action, civil liability or both.
20. An employee may apply to the Minister of Human Resources to be exempted from any or all provisions of this section.

AUTHORITIES AND REFERENCES

21. Nunavut Public Service Regulations
Section 48, General
22. Main Collective Agreement with the Nunavut Employees Union
Article 8, Restriction on Outside Employment
Article 14, Access to the Internet and Privacy for Digital Communication
23. Collective Agreement with the Nunavut Teachers Association
Article 24, Extraneous Duties
24. Senior Managers' & Excluded Employees' Handbooks
Conflict of Interest
25. Deputy Head Employment and Compensation Terms (April 2005)

CONTACTS

26. For clarification or more information on this topic contact:

**Director, Policy and Planning
Department of Human Resources
Iqaluit, Nunavut**

 ETHICS	Human Resource Manual
Conflict of Interest (Political Activity)	Section 204

CONFLICT OF INTEREST Political Activity

PURPOSE

1. The *Public Service Act* contains provisions for political activity. Employees have a duty to abide by these provisions. This section identifies the restrictions placed on Government of Nunavut (GN) employees who may wish to offer their services as an official agent, a candidate, a financial supporter, or an ordinary campaign worker in elections in Nunavut. General provisions for political activity that apply to all employees are also outlined.

APPLICATION

2. These guidelines and procedures apply to all employees of the Government in all departments, boards and agencies.

DEFINITIONS

3. **Restricted Employees** are:
 - (1) deputy ministers;
 - (2) heads of secretariats of the Executive Council;
 - (3) assistant deputy ministers;
 - (4) directors;
 - (5) regional directors;
 - (6) assistant regional directors;
 - (7) chief executive officers and presidents of public agencies, as defined in the *Financial Administration Act*;
 - (8) division directors;
 - (9) executive branch staff, other than secretarial staff, clerical staff, or executive assistants to elected Ministers;
 - (10) staff of the Department of Human Resources, other than secretarial or clerical staff; and
 - (11) superintendents of education.
4. **Unrestricted Employees** are those employees, including teachers, who do not fit into the definition of restricted employees.
5. **Candidate** as defined in Nunavut's *Elections Act* or the *Canada Elections Act* as applicable.

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6. **Official Agent** as defined in Nunavut's *Elections Act* or the *Canada Elections Act* as applicable.
7. **Political Party** is a registered political party or an unregistered political party functioning in Nunavut to achieve political aims.
8. **Territorial Riding Association** is the Nunavut association of a political party.
9. **Policy** means a government commitment to the public to follow an action or a course of action in pursuit of approved objectives.
10. **Financial Agent** means a financial agent as defined in the Nunavut *Elections Act*.
11. **Deputy Head** means the Deputy Minister of a department, or the Chief Executive Officer or President of a board or agency of the Government of Nunavut.

PROVISIONS

12. If engaging in political activities, employees must be able to maintain impartiality in relation to their duties and responsibilities. Within the constraints established in the *Public Service Act*, employees are free to participate in political activities, including belonging to a political party, supporting a candidate for elected office and actively seeking elected office, as long as the political activities are clearly separated from the activities related to employment.
13. In accordance with Section 34 of the *Public Service Act*, **all employees** are prohibited from the following activities:
 - (1) Serving as a campaign manager, financial agent, official agent or an executive officer of a territorial political party, or a territorial riding association;
 - (2) Personally soliciting funds for a territorial political party or candidate;
 - (3) Engaging in any political activity for or on behalf of a territorial or federal political party or candidate during working hours or while on duty travel;

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<p>Conflict of Interest (Political Activity)</p>	<p>Section 204</p>

- (4) Using premises, supplies, equipment or services belonging to the GN for purposes of any political activity unless the premises are leased residential premises;
- (5) Displaying or distributing federal, or territorial campaign literature or other promotional material in any office or premises belonging to the Government unless the premises are leased residential premises;
- (6) Publicly criticizing the policies of the Government of Nunavut when:
 - The employee acquired information on the policies or positions by virtue of the employee's position; or
 - The issue directly relates to the duties of the employee.

unless on an approved leave of absence as defined in Sections 17 and 18 below,

- (7) Being a candidate in a territorial or federal election unless on an approved leave of absence as defined in Sections 17 and 18 below.
- (8) Intentionally using or attempting to use his or her position to affect the political activity of any other person.

14. In addition to the prohibitions outlined above, **restricted employees** are prohibited from the following political activities:

- (1) Speaking in public or expressing views in writing for distribution to the public on any matter that forms part of the platform of a territorial or federal political party, including criticisms of candidates, positions or policies;
- (2) Attending any meeting of a territorial or federal political party as a voting delegate;
- (3) Serving as an executive officer of a federal political party or riding association; and
- (4) Campaigning on behalf or otherwise actively working in support of a territorial or federal political party or candidate.

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15. Employees are not in violation of paragraphs 13 and 14, merely because they attend political meetings, are a member of a political party or contribute money to a political candidate or party.
16. **Unrestricted employees** may engage in the following political activities:
 - (1) Canvass door-to-door and by telephone after working hours in both territorial and federal elections;
 - (2) Work in campaign offices in territorial elections;
 - (3) Speak at public rallies and meetings in a territorial or federal election, as long as the employee respects the limitations imposed by this directive;
 - (4) Endorse or criticize the platform of any federal political party or candidate.
17. The Deputy Minister of Human Resources shall grant an **unrestricted employee** a leave of absence without pay to seek nomination as a candidate and to be a candidate for election upon written application.
18. The Deputy Minister of Human Resources shall grant a **restricted employee** a leave of absence without pay to seek nomination as a candidate and to be a candidate for election if the Deputy Minister of Human Resources is satisfied that the absence will not seriously interfere with the operation of the public service.
19. A leave of absence must be obtained from Deputy Minister of Human Resources before an employee can seek nomination as a candidate in a federal or territorial election. An employee must apply in writing for this leave to his/her Deputy Head.
20. The leave of absence without pay shall begin prior to an employee's declaration of candidacy and end on the day the results of the election are officially declared or an earlier date as may be requested by an employee who has ceased to be a candidate.
21. An employee who is declared elected in a territorial or federal election ceases to be an employee. The elected employee shall resign their employment effective the date of the election.

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Conflict of Interest (Political Activity)	Section 204

22. Following the approval of leave by the Deputy Minister of Human Resources, the Department of Human Resources arranges to publish a notice that the employee was granted a leave of absence in the “*Nunavut Gazette*” and any widely distributed Nunavut newspaper.
23. Employees who seek election and are not elected are entitled to return to the same or similar employment, effective the day after the election.
24. If, as a result of an investigation, the Deputy Minister of Human Resources is convinced that an employee has contravened Section 34 of the *Public Service Act*, the Deputy Minister of Human Resources may take appropriate disciplinary action.

AUTHORITIES AND REFERENCES

25. *Canada Elections Act*
26. *Public Service Act*
Section 34, Political Partisanship
27. Public Service Regulations
28. *Elections Act*

CONTACTS

29. For clarification or more information on this topic contact:

**Director Policy and Planning
Department of Human Resources
Iqaluit, Nunavut
975-6203**

	EMPLOYEE RETENTION	Human Resource Manual
Exit Surveys and Interviews		Section 305

EXIT SURVEYS AND INTERVIEWS

PURPOSE

1. This section describes the exit surveying/interviewing process used by the Government of Nunavut. Exit interviews and surveys help determine why an employee is leaving employment. These mechanisms provide employees with an opportunity to give feedback on their experience working for the Government. This feedback is particularly important from Inuit employees as the results may help the Government to implement measures aimed at making the workplace more culturally relevant. This will assist in fulfilling obligations under Article 23 of the Nunavut Land Claims Agreement.
2. Regular summaries and the analysis of surveys and interviews give management an opportunity to identify trends or patterns that may otherwise go undetected. The results can also help identify major contributing factors to high turnover rates.

APPLICATION

3. These guidelines and procedures apply to all employees.

PROVISIONS

4. Employee participation is voluntary.
5. Employees subject to exit surveys or interviews include those in the following situations:
 - transfers out of the department, board or agency;
 - resignations;
 - retirements;
 - expiry of term appointments;
 - layoffs; and
 - dismissals.
6. Confidentiality is stressed and strictly observed to obtain honest and open information.
7. The intent of the survey/interview is clearly indicated in a positive manner.
8. Exit surveys and interviews are administered by someone other than the employee's direct supervisor.

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9. One person in each department, board, or agency shall be designated to administer exit surveys and interviews to ensure that all levels of the Department participate in this activity. In cases where departments have a Human Resource Practitioner, that person will be designated. In cases where there is no Human Resource Practitioner, an alternative staff member should be designated. This person will ensure that security of information is maintained and will not share the findings of the interview with anyone. Once the results are analyzed and statistical summaries are completed, the original documentation is destroyed.
10. Exit surveys and interviews are completed in a private and neutral place.
11. Information from exit surveys/interviews is collected over a period of time and then summarized and analyzed.
12. The completed forms are maintained by each department, board or agency until they are submitted to the Assistant Deputy Minister of Human Resources at the end of each quarter of the fiscal year.
13. The Department of Human Resources will, upon request, provide advice and assistance with exit interviews.
14. Departments, boards and agencies ask all terminating employees to complete an exit survey document or to participate in an exit interview. This document is available in the public folders on the GN communications network. When the employee submits a resignation, the departmental official designated to administer the surveys/interview will contact the individual to determine whether they would prefer to complete the exist survey or to have their feedback recorded in an interview.
15. Some employees may prefer to participate in an exit interview so that they can provide verbal feedback. When this occurs, the employing Department will designate an individual to conduct the interview who has no supervisory relationship to the employee.
16. Before the survey/interview, terminating employees are given an explanation of the purpose of the process and provided with a copy of the exit survey/interview format (Appendix A).
17. During an interview, the interviewer remains neutral, taking care not to display surprise, pass judgment, or justify management action in response to employee feedback.

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18. Hard copies of exit interviews and surveys are treated as confidential and are kept in a sealed envelope in a secure, locked place until the annual review of exit data.
19. Once the exit interview forms/surveys are analyzed and statistical summaries are prepared by the Department of Human Resources, the forms are destroyed.
20. In instances where findings show immediate serious problems, the interviewer will report such findings to the Deputy. Confidentiality remains a paramount consideration.

CONTACTS

21. For clarification or more information on this topic contact:

**Director, Inuit Employment Planning
 Department of Human Resources
 Iqaluit, Nunavut
 975-6272**

or

Regional Director Community Operations

**Rankin Inlet - 645-2954
 Igloolik - 934-2024
 Cambridge Bay - 983-4060**

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Exit Survey/Interview

Our records indicate that you will soon be leaving or have recently departed from your current position. We would like to wish you the best in your future endeavours. We would also like to ask for your input.

As we grow, the Government of Nunavut is still in the process of developing the public service and wishes to address factors that impact on employment issues, such as employee satisfaction, wellness, recruitment and retention. We would like to get a better idea of your GN experiences. All your answers will be kept confidential and all information will be coded for statistical purposes. Note: information may be obtained in accordance with the ATIP (Access to Information and Privacy Act)

Completion Tips

- ✓ All employees who are leaving the Government of Nunavut will be asked to complete this form. You may choose to complete a survey form or, you may prefer to provide your feedback through a face-to-face interview with a departmental official outside your Division. If you would prefer to provide feedback directly to the Department of Human Resources, contact your appropriate Human Resource Regional Office at:

Cambridge Bay - 983-4060
 Igloolik - 934-2024
 Rankin Inlet - 645-2954

Or, if you are located in Iqaluit, contact the Assistant Deputy Minister of Human Resources at 975-6213.

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- ✓ Your name will be kept separate from all of your answers. Confidentiality is of the highest importance.
- ✓ Where asked, please check the box that most suitably meets your answer. In some situations, more than one answer is required.
- ✓ Feel free to check as many answers as you need.
- ✓ Feel free to add other comments at the end of each question.

These questions are **optional**. We ask you to complete this section for Inuit Employment Planning Division's analysis of employment trends by department and beneficiary status.

Name _____

Position _____

Department _____ Supervisor _____

Start Date in your Position _____ End Date in your Position _____

Are you a Nunavut Land Claims Beneficiary Yes No

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1. What are the main reason(s) for leaving your current position?
Please indicate by checking a box - more than one may apply

Better employment opportunity
Better compensation
Better benefits
Dissatisfaction with Supervisors or Co-workers
Educational Opportunity
Health or Maternity
Job Security
Lack of Childcare
Opportunity for Advancement
Relocation
Retirement
Other
Please specify:

-
2. Please indicate by checking a box

I have found other employment with the Government of Nunavut
I have found employment with a Designated Inuit Organization
I have found employment with the Government of Canada in Nunavut
I have found employment with a private business in Nunavut
I have found employment outside of Nunavut
No response

Other comments?

-
3. How would you rate your overall employment experience with the Government of Nunavut? Please indicate by checking a box.

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- My overall employment experience was excellent
- My overall employment experience was good
- My overall employment experience was satisfactory
- My overall employment experience was fair
- My overall employment experience was poor

Other comments?

4. To what extent did your employment experience with the Government of Nunavut match your expectations when you accepted your position?
Please indicate by checking a box.

- My employment experience closely matched my expectations
- My employment experience somewhat matched my expectations
- My employment experience did not match my expectations

Other comments?

5. What elements of your position were you most satisfied with?
Please select your **top 3** reasons

- Challenging work
- Compensation (i.e. pay and benefits)
- Co-worker support
- Felt appreciated
- Location
- Levels of communication between Staff and Management
- Levels of communication between Co-workers
- Manageable workload
- Management support
- Opportunity for advancement
- Training opportunities
- Working Conditions

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Other comments?

6. What elements of your position were you least satisfied with?
Please select your **top 3** elements.

- Challenging work
- Compensation (i.e. pay and benefits)
- Co-worker support
- Felt appreciated
- Location
- Levels of communication between Staff and Management
- Levels of communication between Co-workers
- Manageable workload
- Management support
- Opportunity for advancement
- Training opportunities
- Working Conditions

Other comments?

7. Do you feel you were offered the opportunity to enhance your skill set in your position?

- Yes
- No

8. What types of courses or training opportunities would you have liked to take?

- Computer Applications
- First Aid/CPR
- Government Writing
- Language Training
- Multiculturalism

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Project Management
Public Policy Development
Supervisory Skills
Time Management
Train the Trainer
Other:
Please specify:

9. Did you feel that your work environment was safe and secure?

All the time (every day)
Fairly Often (2 to 3 times per week)
Sometimes (more than once per month)
Hardly Ever (less than once per month)
Never

What could be done to increase safety and security in the workplace?

10. Was the recent change to the Government of Nunavut's Housing Policy a factor in your decision to leave the public service?

Yes, it was a significant factor
Yes, but only marginally
No, not at all

11. Could you suggest and/or identify any areas of improvement for your position/division/department?

Thank you for taking the time to complete this form/participate in an interview. Best of luck in your future endeavours!

	EMPLOYEE RETENTION	Human Resource Manual
	Secondments	Section 307

SECONDMENTS

PURPOSE

1. This section outlines the terms and conditions for secondments to and from the Government. A secondment is the temporary assignment of a Government employee to a position in an outside organization, or an individual with a position in an outside organization to a position with the Government. It provides a process for the Government or an outside agency to meet their short term human resource needs when those needs cannot be effectively met through the staffing process, or to address the career development of employees to satisfy future needs within the Government.
2. Secondments are not exclusively for the purpose of career development. They must provide a residual benefit to the Government by developing an employee's knowledge, skills, abilities and experience necessary to help the Government achieve its goals.

APPLICATION

3. These guidelines and procedures apply to all departments.

DEFINITIONS

4. **Department** means department, board or agency.
5. **Employing Organization** is the employer of the secondee before the secondment.
6. **Compensation and Benefits** is the Compensation and Benefits Division of the Department of Finance.
7. **Interchange Canada** is the name of the formal secondment agreement used by the Government of Canada when seconding employees to and from their organization.
8. **Outside Organization** is an organization that is not part of the Public Service of Nunavut. It may be a private sector organization or another level of government such as municipal, provincial or federal.
9. **Receiving Organization** is the organization the secondee will be working for during the secondment.

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10. **Secondment** is the temporary assignment of a GOVERNMENT employee to a position in an outside organization, or an individual with a position in an outside organization to a position with the GOVERNMENT.
11. **Secondee** is an employee who is on temporary assignment under the terms and conditions of a formal secondment agreement.

PROVISIONS

12. The Interchange Canada Program will be utilized to second employees to and from the Government of Canada. Information is available on this program from the Director of Staffing in the Department of Human Resources.
13. The Receiving Organization pays the full costs associated with the secondment including all salary, benefits, travel, administrative costs as well as those for moving to and from the secondment location and any other related expenses. There may be situations, however, where there will be cost-shared arrangements.
14. The secondee may be paid by the Employing Organization or by the Receiving Organization. Where the Employing Organization pays the costs, they will invoice the Receiving Organization for the salary, benefits and other costs as shown in the agreement. Costs are reimbursed to the Employing Organization, as applicable.
15. The Government Relocation Coordinator in Human Resources will assist the Receiving GN department by arranging the move of the secondee. All the costs of the move will be paid by the Receiving GN department based on the individual's relocation entitlement.
16. The start and end dates for the secondment will be set to meet the requirements of all parties involved; however, the term of an agreement should not exceed three years. If a secondment extends beyond that time, a leave of absence for the employee will be considered.
17. If possible, a secondment to the Government of Nunavut (GN) should be filled in accordance with the Priority Hiring Policy.
18. Before a department considers filling a position as a secondment assignment, it is recommended that the department consider filling the position internally as a transfer assignment.

	EMPLOYEE RETENTION Secondments	Human Resource Manual Section 307
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19. To be considered for a secondment, an employee must meet the following criteria:
 - have indeterminate employment status;
 - have completed the probationary period;
 - have a current acceptable performance appraisal; and
 - have formally requested and been granted approval from the Deputy of the Employing Organization.

20. Secondments, including extensions and/or amendments, to and from the GN, should be supported by the Minister responsible for the employing department. Deputy Heads must obtain this support before the start of the secondment.

21. An extension of the term of a secondment requires mutual consent of all parties to the agreement. Compensation and Benefits in the Department of Finance must receive notification 30 days in advance.

22. A secondment may be terminated before its term has expired. This can be done at the request of any one party on notice to the others. Notice of 30 days must be given, in writing, to Compensation and Benefits.

23. The Employing Organization guarantees a position to an employee returning from a secondment within its organization at a salary level equivalent to the employee's salary prior to the secondment, plus any increases or increments the employee would have received had he/she remained in the original position.

24. Three months prior to the expiry of a secondment, the Employing Organization will identify a position to which the secondee will return. Normally this is the position the secondee left; however, another may be assigned.

25. When an outside organization is requesting a secondee, the organization submits a written request for a secondment to the Employing Organization. The request must include:
 - a position description or statement of duties and responsibilities;
 - term of the secondment;
 - name of a contact person;
 - the financial arrangements.

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The request may include the name of a proposed secondee.

26. When a GN organization is requesting a secondee, the department/organization will document the rationale as to why the secondment process is preferred as compared to the recruitment options. If the secondment is over six months, reasonable efforts will be made to advertise the opportunity following the GN's Priority Hiring Policy.
27. The Deputy Head of the GN department involved in the secondment will prepare the following:
 - three copies of the secondment agreement;
 - three copies of a position description or statement of duties and responsibilities outlining the work requirements and reporting relationships for the secondee.
28. Copies of the secondment agreement and position description are retained by the secondee, the Receiving Organization and the Employing Organization, and one copy is forwarded to the Department of Human Resources and the Compensation and Benefits Division of the Department of Finance.
29. The Employing Organization is responsible for providing all parties with three months advance notice of the secondment completion date, including Compensation and Benefits.
30. The Receiving Organization completes a performance appraisal on the secondee upon completion of the secondment.

CONTACTS

31. For clarification or more information on this topic contact:

Director, Staffing
Department of Human Resources
Iqaluit, Nunavut
975- 6224

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ATTACHMENT "A"

SECONDMENT AGREEMENT

IMPORTANT NOTICE:

This Secondment Agreement is for seconding employees to other organizations from the **GOVERNMENT of Nunavut (GN)**. Agreements for seconding individuals from other organizations to the GN will typically be drafted by the outside organization.

This Secondment Agreement dated (start date of secondment)

BETWEEN: **(name of Secondee)**

- and -

The Government of Nunavut,
as represented by the Deputy Minister of *(Department's name)*

- and -

(the Name of the Receiving Organization)

Whereas the GN has developed a policy and guidelines for staffing of positions to meet the department's short term human resource needs and the development needs of its employees;

Therefore the parties agree as follows:

1. **(Name of Secondee)** will be seconded from *(position number, title, department and/or organization, location)* to *(position number (if applicable), title, department and/or organization, location)* (job description/terms of reference attached) beginning *(month/day/year)* and ending *(month/day/year)*.
2. The Receiving Organization will pay the salary and benefits of **(name of Secondee)**, *(position number, title)*. The salary will be according to *(range, step, grid)* totalling the actual amount of *(\$00,000.00)* per annum.

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3. In addition to paying the salary and benefits as set out in paragraph #2, the receiving Organization agrees to pay all other costs incurred as a result of this secondment, including, but not limited to removal costs, duty travel expenses, Workers' Compensation fees, medical travel assistance and northern allowance (if applicable).
4. Contacts for all administrative purposes will be *(name, title)* from the GN and *(name, title)* from the Receiving Organization. The Receiving Organization will maintain **(name of Secondee)**'s leave and attendance records for the duration of the Agreement.
5. While on secondment, **(name of Secondee)** will cease to earn leave credits from the Public Service of Nunavut. Leave acquired before proceeding on secondment will be subject to the same carryover and pay out provisions that apply to employees in the Public Service of the Nunavut. Any leave entitlement earned while on secondment will be as negotiated between **(name of Secondee)** and the receiving Organization. There will be no transfer or carryover provisions for such leave.
6. This agreement may be amended by mutual consent of all parties at any time or terminated by any one party on notice to the others, upon 30 days notice.
7. An employee of the Public Service of Nunavut continues to be bound by his/her oath of office while on secondment.
8. During the secondment, the Receiving Organization agrees to conduct annual performance appraisals on the performance of the **(name of Secondee)**. Performance appraisals will be provided to the contact person for the GN.
9. The **(name of GN department)** guarantees that upon completion of the secondment, a position within the **(name of GN department)**, will be provided to **(name of Secondee)**, at a salary level equivalent to **(name of Secondee)**'s salary prior to the secondment, plus any increases or increments **(name of Secondee)** would have received had **(name of Secondee)** remained in the original position.
10. **(Name of Secondee)** will report to *(name, title, organization, location)* for the secondment period.

	
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11. The Government will be permitted to replace **(name of Secondee)** during the secondment period.

To confirm understanding and acceptance of this agreement, all parties are required to sign in the appropriate space below:

Date

Receiving Organization as represented by
(title of Signing Officer)

Date

Employing Organization as represented by the
Deputy Minister, Department of *(department's name)*

Date

(name of Secondee)

Date

Deputy Minister of Human Resources

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TRANSFER ASSIGNMENTS

PURPOSE

1. A transfer assignment provides an opportunity for an employee to gain a broader range of work experience, and therefore have knowledge and skills to meet the changing demands of the work environment. It also provides an opportunity for departments to make use of an employee's expertise. This is done by providing temporary assignments for employees in the same department or in another department.

APPLICATION

2. These guidelines and procedures apply to all departments, boards and agencies.

DEFINITIONS

3. **Department** is any department, board or agency of the Government of Nunavut.
4. **Transfer Assignment** is a legal document for the temporary assignment of an employee. The document outlines the terms of agreement between the employing department, the receiving department (if applicable) and the Transferee.
5. **Internal Transfer** is the temporary assignment of an employee within the same department.
6. **Interdepartmental Transfer** is the temporary assignment of an employee from one department to another department.
7. **Transferee** is the employee who is on assignment under the terms and conditions of a formal transfer agreement.
8. **Employing department** is the department where the employee is employed before the transfer.
9. **Receiving Department** is the department where the transferee will be working during the term of the transfer.

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10. **Direct Appointments** are appointments without competition to positions in the public service.

PROVISIONS

11. A transfer assignment can be used to:
- (1) meet an immediate work related need;
 - (2) act as a solution to a human resource concern; or
 - (3) contribute to an employee's career development.

However, transfer assignments are not intended to provide salary increases or promotions to transferees.

12. If possible, a transfer assignment should be filled in accordance with the Government's Priority Hiring Policy.
13. The employing department guarantees a transferee, upon completion of the transfer assignment, a position in the department at a salary level at least equivalent to the transferee's salary, prior to the transfer. This includes any increases or increments that would have occurred while the transferee was on assignment. If the original position is no longer available, another will be chosen. The employing department and the transferee may negotiate more specific arrangements about the location of the position.

The employing department will identify a position to which the transferee will return one month prior to the completion of the transfer.

14. A transfer assignment template is available to assist departments in submitting these requests

Internal Transfers

15. The Deputy Head of the employing department is the approval authority for all internal transfers.
- (1) Responsibility for the coordination and processing of transfers will be with the Department of Human Resources.

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- (2) The employing department assumes the full costs associated with the transfer. These include, but are not limited to, paying the moving expenses of the transferee to the assignment location and back to the permanent place of employment, duty travel expenses, and any other costs associated with the transfer.
- (3) Transferees receive performance appraisals as per the Performance Development System guidelines.

Interdepartmental Transfers

- 16. Deputy Heads of the employing and receiving departments are the approval authorities for all interdepartmental transfers.
 - (1) The receiving department usually pays the full costs associated with the transfer. This includes all salary, benefits, travel, office, moving, incremental costs and any other expenses.
 - (2) During a transfer, the receiving department completes the performance appraisals for the transferee. Upon completion of a transfer the receiving department completes a performance appraisal for the transferee and forwards a copy to the employing department.

Length of Assignment

- 17. The term of a transfer, including extensions, will not exceed three years.
- 18. For positions filled by direct appointments, Section 519 of this manual (Direct Appointments) must be followed.
- 19. An extension of the term of a transfer requires mutual consent of all parties to the agreement.
- 20. A transfer may end before its term has expired. This can be done at the request of any one party on notice to the others. Notice must be given to Compensation and Benefits one month prior to the expiry date.
- 21. Within one month prior to expiry of a transfer, the employing department will identify a position to which the transferee will return.

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Eligibility

22. To be considered for a transfer assignment an employee must:
- (1) be an indeterminate employee;
 - (2) have successfully completed the probationary period; and
 - (3) have a current acceptable performance appraisal.

Posting

23. All developmental transfers which are under six months in length may be posted internally to provide employees who meet the eligibility criteria an equal opportunity for career development.
24. All developmental transfers which are six months and greater in length, must be posted internally and/or interdepartmentally to provide opportunities to employees who meet the eligibility criteria with an equal opportunity for career development. The only exception to this are those identified in 11 (1) and 11 (2) and those filled by a direct appointment.
25. Government staffing and priority hiring guidelines will be used when holding internal competitions to fill transfer assignments that are work related or developmental in nature.
26. Postings will contain the following information:
- department, division and location
 - position title, purpose and requirements
 - salary
 - term of assignment; and
 - contact name

Internal Transfer Assignments

27. The supervisor, in consultation with the department's Human Resources Division, will interview and select the appropriate applicant for the assignment. Once the selection has been made:

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- (1) The Deputy Head and the transferee agree on the terms of the transfer assignment.
- (2) The human resources division prepares a transfer assignment agreement, outlining the responsibilities of all parties.
- (3) These documents are signed by the Deputy Head and transferee, with each of them retaining a copy.
- (4) A copy of the signed agreement is forwarded to Compensation and Benefits in the Department of Finance.

Interdepartmental Transfers

28. The supervisor, in consultation with the Department of Human Resources, will interview and select the appropriate applicant for the assignment. Once someone has been selected, and all parties have agreed to the terms:
 - (1) The Department of Human Resources completes the transfer assignment.
 - (2) These documents are signed by the Deputy Heads for the employing and receiving department, the Deputy Minister of Human Resources and the transferee.
 - (3) A copy of the signed transfer is forwarded to Compensation and Benefits, Department of Finance.
 - (4) Three months prior to the completion of the transfer, the receiving department will notify all parties, including the Compensation and Benefits Division, Department of Finance.

Extensions or Amendments

29. Any amendments or extensions to an agreement require mutual consent of all parties.
30. Compensation and Benefits must be given a 30 day notification if an agreement is being extended or changed.

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CONTACTS

31. For clarification or more information on this topic contact:

**Director, Staffing
Department of Human Resources
Iqaluit, Nunavut
975-6224**

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APPENDIX A

Internal Transfer Assignment

This Transfer Assignment dated *(start date of Internal Transfer)*

BETWEEN: ***(name of Transferee)***

- and -

The Department of *(Department's name)*
 Government of Nunavut

Whereas the Government has developed a policy and guidelines for staffing of positions to meet the department's short term human resource needs and the development needs of its employees;

Therefore the parties agree as follows:

1. The transfer will be from *(position number, title, location)* (if different between pay levels: *(pay range, step, grid)*), to *(position number, title, location)* *(pay range, step, grid)*, (job description attached) beginning *(month/day/year)* and ending *(month/day/year)*.
2. The Department will pay the salary and benefits of ***(name of transferee)***, *(position number, title)* in accordance with (the appropriate collective agreement/excluded/senior management salary policy). The salary will be *(\$00,000.00)* per annum, which represents *(pay range, step, grid)*.
3. Contacts for all administrative purposes will be *(name and title)* from the Department. The *(title)* will maintain ***(name of transferee)***'s leave and attendance records for the duration of this agreement.
4. This agreement may be amended by mutual consent of all parties at any time or terminated by either party with 30 days notice.

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5. **(Name of transferee)** will report to *(name, title, location)* for the assignment period.
6. During the transfer, the Department agrees to complete annual Performance Reviews of the performance of **(name of transferee)**.
7. The Department *(location)* will be permitted to replace **(name of transferee)** during the assignment period.
8. The Department of **(name of employing department)** guarantees that upon completion of the assignment, a position will be provided to **(name of transferee)** within the **(name of employing department)** at a salary level at least equivalent to **(name of transferee)**'s salary prior to the transfer, plus any increases or increments **(name of transferee)** would have received had **(name of transferee)** remained in the original position.
9. Any disagreements or problems associated with this agreement will be resolved by the **(Deputy Minister of the employing department)**.

To confirm understanding and acceptance of the Agreement, all parties are required to sign in the appropriate space below:

Date

Employing department as represented by the Deputy Minister of *(department's name)*

Date

(name of transferee)

Date

Deputy Minister of Human Resources

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APPENDIX B

INTERDEPARTMENTAL TRANSFER

This Transfer Assignment dated *(start date of transfer)*

BETWEEN: *(name of transferee)*

- and -

The Department of *(department's name)*
 Government of Nunavut
 (the "employing department")

- and -

The Department of *(department's name)*
 Government of Nunavut
 (the "receiving department")

Whereas the Government has developed a policy and guidelines for staffing of positions to meet the department's short term human resource needs and the development needs of its employees;

Therefore the parties agree as follows:

1. ***(Name of transferee)*** will be transferred to the receiving department.
2. The transfer is from *(position number, title)* in the employing department *(location)*, to *(position number, title)* in the receiving department *(location)*, (job description attached) beginning *(month/day/year)* and ending *(month/day/year)*.
3. The receiving department will pay the salary and benefits of ***(name of transferee)***, *(position number, title)* in accordance with (the appropriate Collective Agreements or the Excluded/ Senior Management salary policy). The salary will be (00,000.00) per annum, which, represents (pay range/step/grid).
4. This agreement may be amended by mutual consent of all parties at any time or terminated by either party with 30 days notice.

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5. Contacts for all administrative purposes will be *(name and title)* from the employing department and *(name and title)* from the receiving department. The receiving department will maintain ***(name of transferee)***'s leave and attendance records for the duration of this agreement.
6. ***(Name of transferee)*** will report to *(name, title, department, location)* for the transfer period.
7. During the transfer, the receiving department agrees to conduct annual Performance Development Reports on the performance of ***(name of transferee)***.
8. The employing department will be permitted to replace ***(name of transferee)*** during the transfer period.
9. The Department of ***(name of employing department)*** guarantees that upon completion of the transfer, a position within the ***(name of employing department)***, will be provided to ***(name of transferee)*** at a salary level at least equivalent to ***(name of transferee)***'s salary prior to the transfer, plus any increases or increments ***(name of transferee)*** would have received had ***(name of transferee)*** remained in the original position.
10. Any disagreements or problems associated with this agreement will be resolved by the Deputy Minister of ***(name of employing department and name of receiving department)***.

To confirm understanding and acceptance of the agreement, all parties are required to sign in the appropriate space below:

Date

Employing department as represented by the Deputy Minister of *(department's name)*

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Date

(name of Transferee)

Date

Receiving department as represented
by the Deputy Minister of *(department's
name)*

Date

Deputy Minister of Human Resources

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APPENDIX C

INTERNAL TRANSFER EXTENSION

This Extension of Internal Transfer Assignment

BETWEEN: (*name of transferee*)

- and -

The Department of (*Department's name*)
 Government of Nunavut

Whereas the parties entered into a transfer agreement on (*start date of transfer assignment*);

And whereas the parties wish to extend this agreement;

Therefore the parties agree as follows:

1. The Transfer Assignment of (*name of transferee*) will be extended from (*month/day/year*) to (*month/day/year*).
2. All other terms and conditions of the agreement dated (*start date of transfer agreement*) remain in force.

To confirm understanding and acceptance of this extension, all parties have signed in the appropriate space below:

 Date

 Employing department as represented
 by the Deputy Minister of (*department's
 name*)

 Date

(*name of transferee*)

 Date

 Deputy Minister of Human Resources

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APPENDIX D

INTERDEPARTMENTAL TRANSFER EXTENSION

This Extension of Interdepartmental Transfer Assignment

BETWEEN: **(name of transferee)**

- and -

The Department of *(Department's name)*
Government of Nunavut
(the "Employing department")

- and -

The Department of *(Department's name)*
Government of Nunavut
(the "Receiving Department")

Whereas the parties entered into an interdepartmental transfer agreement on *(start date of transfer assignment)*;

And whereas the parties wish to extend this agreement;

Therefore the parties agree as follows:

1. The transfer of **(name of transferee)** will be extended from (month/day/year) to (month/day/year).
2. All other terms and conditions of the agreement dated *(start date of transfer agreement)* remain in force.

	
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To confirm understanding and acceptance of this extension, all parties have signed in the appropriate space below:

Date

Employing department as represented
by the Deputy Minister of (*department's
name*)

Date

(*name of Transferee*)

Date

Receiving Department as represented
by the Deputy Minister of (*department's
name*)

Date

Deputy Minister of Human Resources

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EDUCATION LEAVE

PURPOSE

1. The Government of Nunavut (GN) recognizes that its employees represent a valued asset. Employee career development and organizational development must be managed so that the GN will have qualified employees to meet its future staffing needs.
2. To help meet this goal, the GN will grant Education Leave to employees, subject to operational and staffing needs and budgetary considerations in accordance with the provisions in this section of the Manual.

APPLICATION

3. These guidelines and procedures apply to all indeterminate employees, except teachers and Nunavut Arctic College educators. Employees must have completed at least three years of satisfactory continuous service to be eligible for Education Leave. This requirement may be waived by the Deputy Head of the respective department in unusual circumstances.

DEFINITIONS

4. **Academic Year** is equal to two consecutive terms or semesters, usually eight months, but no more than 12 months.
5. **Base Salary** refers to the employee's current rate of pay and does not include any additional compensation, benefits and allowances.
6. **Continuous Service** refers to
 - (i) (a) uninterrupted employment with the Public Service;
 - (b) uninterrupted employment with the Government of the Northwest Territories provided that the employee was employed in the Public Service on April 1, 1999.
 - (ii) prior employment of an employee who was laid off and reappointed to a position in the Public Service;
7. **Education Leave** refers to leave granted to an employee to take full-time post-secondary studies for a predetermined period of time (with the possibility of renewal by mutual agreement). The studies must be taken at a recognized university, college, vocational, professional or technical

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institute that is approved by the Employer. Education Leave includes academic upgrading when necessary to qualify employees to enter post-secondary studies. Employee participation in short term professional development activities such as workshops, seminars and conferences is considered duty travel, not considered Education Leave.

8. **Financial Assistance** refers to money paid to or on behalf of an employee for the purpose of participating in an educational or training program. It may include all or some portion of the employee's salary and/or course related costs
9. **Long Term Education Leave** refers to leave for a period of up to one Academic Year in duration (longer than six months), taken for education purposes. Additional leave may be approved if the program of study is longer than one Academic Year.
10. **Public Service** refers to the Public Service of the Government of Nunavut, as defined in the Nunavut Public Service Act.
11. **Short Term Education Leave** refers to leave for a period of less than one Academic Year (but not longer than six months), taken for education purposes.

PROVISIONS

12. Employees wishing to apply for Education Leave should meet with their supervisor ahead of time to discuss time frame, feasibility, costs and other pertinent factors.
13. Applications for Short Term Education Leave must be received by the Deputy Head of the Department at least four months prior to the date the program is scheduled to commence.
14. Applications for Long Term Education Leave must be received prior to February 1st for a program scheduled to commence in the summer or fall semester. For courses commencing in the winter or spring semester, the deadline for receipt of applications will be September 1st of the previous year.
15. The application form is available in Appendix "A". The same application form is used for both Short Term and Long Term Education Leave.

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16. The completed application form should be submitted to the employee's supervisor for review and approval.
17. The employee's supervisor will submit the completed application to the Deputy Head of the Department for review.

Application Review Process

18. Education Leave may be approved for one or more of the following reasons:
 - the employee's skills are obsolete and the employee needs retraining to carry out the work;
 - the employee needs to take courses to keep abreast of new knowledge and techniques or to maintain certification;
 - qualified persons cannot be recruited, making it necessary to train employees;
 - a high potential employee's career could be enhanced by completing the education or training.
19. The following should be considered when reviewing applications for Education Leave:
 - relationship of proposed curriculum subjects to present or anticipated future duties;
 - whether the training has been requested by the employer or the employee;
 - departmental Inuit Employment Plan and Business Plan objectives
 - length of service of applicant;
 - applicant's learning plan or annual performance appraisal supports the necessity of attendance at an educational institution;
 - cost of proposed Education Leave (to applicant and to the employer);
 - operational requirement.

Short Term Education Leave

20. The Deputy Head, in consultation with the supervisor, will review the application for Short Term Education Leave.
21. The Deputy Head will advise the applicant in writing whether the application has been approved or denied within thirty (30) days after the completed application form has been received.

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22. Periods of Short Term Education Leave may not be linked together to provide for Long Term Education Leave benefits.

Long Term Education Leave

23. The Deputy Head of each Department will establish an internal Education Leave Committee that is responsible for reviewing all applications for Long Term Education Leave that are requesting Financial Assistance. The departmental Education Leave Committee will normally consist of the following:

- Deputy Head or designate (Committee Chairperson);
- Senior departmental Human Resources practitioner (or equivalent);
- Designated NEU staff member (or Excluded staff member in Departments of Human Resources, Executive and Intergovernmental Affairs and Legislative Assembly)

At the discretion of the Committee Chairperson, additional departmental representatives may be assigned to the Education Leave Committee (i.e. finance/corporate services, sector specialist etc.)

The departmental Education Leave Committee will develop clear terms of reference for its effective and efficient operation. The Training and Development Division of the Department of Human Resources provides guidelines and processes for the creation and management of departmental Education Leave Committees.

24. The Deputy Head will endeavour to advise the applicant in writing whether the application has been approved or denied within thirty (30) days after the application deadline.
25. The Education Leave Committee Chairperson will prepare an annual report of all approved Education Leave applications for submission to the Department of Human Resources (Training and Development Division).
26. Education Leave without Financial Assistance can be approved by the Deputy Head without review by the Education Leave Committee.
27. It is the employee's responsibility to clearly demonstrate in his/her application for Education Leave the relevance of the proposed program of study and how the skills and/or knowledge gained will be utilized upon his/her return to work.

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LEVELS OF FINANCIAL ASSISTANCE

28. Departments should ensure that Financial Assistance for Education Leave (both Short Term and Long Term) is granted consistently and fairly using the following guidelines:

Education Leave without Financial Assistance

29. The Deputy Head may approve Education Leave without Financial Assistance when the educational or training program:
- is not required by the department
 - does not relate to the present or future requirements of employment in the Public Service
 - is being funded in whole by the applicant

Education Leave with Financial Assistance

30. (1) **Basic Assistance**

Basic assistance is paid to all employees whose applications have been approved for Education Leave that is generally or directly related to present or future requirements of employment in the Public Service. Basic assistance will include, but is not limited to such costs as:

- tuition
- one-time return travel expenses from home community to location of educational institution
- Removal of personal effects from home community to location of educational institution (and back to home community) as per GN Relocation In Weight Entitlements (Long Term Education Leave only)
- books and other required materials
- laboratory fees
- registration fees

(2) **Partial Allowance in Lieu of Salary**

In addition to the basic assistance described in 30(1), when the approved application for Education Leave is at the request of the employee, and the proposed program of study is aimed at obtaining

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qualifications that are generally or directly relevant to present or future requirements of employment in the Public Service, the employee would be eligible to receive an allowance in lieu of present Base Salary for the duration of the Education Leave. The allowance would be based on Continuous Service of the employee and would range from a minimum of fifty percent (50%) to a maximum of eighty percent (80%) of Base Salary.

- (a) Three years of completed service 50%
- (b) Four years of completed service 60%
- (c) Five years of completed service 70%
- (d) Six or more years of completed service 80%

Recognizing that 50% of Base Salary may prove a financial burden to employees continuing their education beyond a one year program of study, a 10% increase is added to the allowance in each consecutive year of study, up to a maximum of 80%

(3) **Full Allowance in Lieu of Salary**

In addition to the basic assistance described in 30(1), when the Education Leave is at the request of the employer (i.e. to address knowledge/skill gaps identified by the employer, or to facilitate succession planning as determined by the employer), the employee would be entitled to receive an allowance equivalent to 100% of present Base Salary for the duration of the Education Leave.

BENEFITS AND PAYMENTS WHILE ON EDUCATION LEAVE

- 31. For the purposes of leave and attendance administration, employees on Education Leave will apply for “leave without pay.” Any Financial Assistance provided will be considered to be an allowance in lieu of present Base Salary.
- 32. Employees on Education Leave will receive salary increases brought about by collective bargaining.
- 33. Education Leave greater than six (6) months postpones the employee’s next pay increment until the employee returns to work and completes twelve (12) months of paid, full-time employment from the effective date of the employee’s last increment. This includes all periods of employment before and after the absence(s) but since the last increment date.

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34. Nunavut Northern Allowance will not be paid to employees attending an educational institution outside of Nunavut. If attending an educational institution in Nunavut, the employee will receive the Nunavut Northern Allowance for the community in which he/she is residing during the Education Leave period.
35. Allowances including bilingual bonus, trainer's allowance, responsibility and annual special allowances (nursing) and other allowances payable to employees due to the nature of the duties performed on-the-job will not be paid during the Education Leave period.
36. Regular premiums for medical insurance must be prepaid by the employee. This will ensure that normal coverage is maintained.
37. Superannuation, Supplementary Death Benefit and Disability Insurance contributions are normally recovered when the employee returns to full employment. Payments will be recovered over a period equal to that of the Education Leave.
38. Costs for moving personal effects to the new residence and back to the place of employment after completing the leave will be paid for employees on Long Term Education Leave. These costs will be calculated as per GN Relocation In weight entitlements.
39. Return travel expenses from home community to the location of the educational institution will be paid for dependents of employees on employer-requested Long Term Education Leave.
40. The employer is not responsible for duplicate household expenses, real estate costs and storage costs incurred by the employee while on Education Leave.
41. Employees residing in GN staff housing must advise Nunavut Housing Corporation of the Education Leave period. In order to retain the staff housing unit upon their return, employees must ensure that all terms of the rental agreement are being met (including rent payments) for the duration of the Education Leave period.
42. Employees on Education Leave are eligible to work in GN casual positions during breaks in the Academic Year. Employees will be paid at either Step 1 of the casual position's pay band or the rate of pay equivalent to the allowance in lieu of salary being received while on Education Leave, whichever is greater. In the event that the employee returns to his/her

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former position or a position with the same duties and responsibilities, the employee will be paid the salary of the position occupied before taking the Education Leave.

43. Return airfare from the educational institution to the place of work may be paid for an employee who is offered and accepts work placements with the GN during breaks in the Academic Year.
44. Leave credits are not earned while on Education Leave.
45. Overtime provisions and duty travel allowances do not apply for employees on Education Leave.

EMPLOYEE AGREEMENT

46. Before starting Education Leave, employees must show proof of acceptance by the educational institution.
47. Employees on Education Leave must sign a Leave of Absence Agreement which stipulates the terms and conditions of the Education Leave.
48. After successful completion of the Education Leave, the Employee will return to his/her original position or a comparable position, at a salary rate not less than that which he/she received prior to the period of Education Leave.
49. Employees who accept Education Leave must return to employment with the Government for a period at least equal to the period of leave granted. GN employment during academic breaks is counted towards returned service.
50. If the employee on Education Leave
 - (1) Fails to complete the approved program of studies without justifiable reasons;
 - (2) Does not resume employment with the employer following completion of the program; or
 - (3) Terminates employment (or is terminated) prior to completing the return of service period as described under 49 above.

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The employee shall repay the employer all financial assistance paid to him/her during the education leave or a lesser sum on a pro-rated basis.

51. If the Employee fails to complete this agreement through unforeseen circumstances, the Employee may request a review of those circumstances by the Deputy Head and the Department may release the Employee from further obligation.
52. A signed, original copy of the Leave of Absence Agreement will be placed in the employee's personnel file. A copy must be forwarded by the department to Pay and Benefits Division (Department of Finance) and a copy should be retained by the department and the employee.

PAYMENT

53. The approving Department is responsible for paying all the approved costs (including removal) for employees proceeding on education leave.

AUTHORITIES AND REFERENCES

54. Senior Managers' Handbook
Education Leave
55. Excluded Employees' Handbook
Education Leave
56. Public Service Regulations
Sections 33 and 34 Education Leave
57. Main Collective Agreement with the NEU
Article 43 Education Leave

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CONTACTS

58. For clarification or more information please contact:

**Director Training and Development
Department of Human Resources
Iqaluit, Nunavut
975-6283**

or

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**



APPENDIX "A"

APPLICATION FOR EDUCATION LEAVE

Please refer to Education Leave Guidelines for additional information on Education Leave procedures. This form is designed to be completed ELECTRONICALLY.

PART I. TO BE COMPLETED BY APPLICANT:

A. Personal Identification	
Full Name: _____	NLCA Beneficiary: YES <input type="checkbox"/> NO <input type="checkbox"/>
Community: _____	Region: _____
Department: _____	Position Number: _____
Division: _____	Pay Range: _____
Position Title: _____	Step: _____
_____	_____

B. Employment History	
Continuously Employed by GN Since: (date/year)	_____
Start Date in Present Position: (date/year)	_____
Resident of Nunavut Since: (date/year)	_____

C. Education History	
Secondary School: (when/where/level completed)	_____
Post Secondary School: (describe certificates, diplomas, degrees received)	_____
Special Certification or Licenses: (describe)	_____
Have you received Education Leave through the GN/GNWT in the past?	
YES <input type="checkbox"/> NO <input type="checkbox"/>	
If YES, please describe the type of leave and when it was taken.	_____

D. Leave Requested	
Term of Leave Requested from _____ to _____ (enter dates)	
Institution: _____	Location: _____
Program of Study (attach program description/outline/syllabus from institution):	_____



EMPLOYEE RETENTION
Education Leave

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You will earn a:

Certificate Diploma Degree Special License Other _____

E. Contribution to the GN

What studies have you completed while working for the GN? List (or attach) distance education courses, training courses, professional development etc.

How will the proposed program of study enhance your public service career with the GN and how will it enhance your ability to perform and deliver programs and/or services provided by the GN?

Was this program of study identified as a need on your last performance review?

YES NO

F. Alternatives

Are there other institutions that offer the same program of study?

YES NO

If YES, please provide a rationale for why you selected the institution named in Section D.

G. Financial Assistance Requested

Type of Financial Assistance being Requested (please refer to Education Leave Guidelines):

None (leave without pay) Basic Financial Assistance Only

Partial Allowance in Lieu of Salary Full Allowance in Lieu of Salary

at a rate of _____% of current salary

If you are seeking financial assistance, please provide details and attach any supporting documentation for the following items:

Estimated Education Costs (tuition, books, etc.) \$ _____

Estimated Travel Costs \$ _____

Estimated Relocation Costs \$ _____

Have you received prior financial assistance from the GN for educational purposes?

YES NO

If YES, please provide details. _____

Will you seek financial assistance from other sources for this program? YES NO

If YES, please provide details. _____

H. Additional Comments

Please provide any additional information that you feel is relevant to your application or that you would like the Review Committee to consider when reviewing this application.



**EMPLOYEE RETENTION
Education Leave**

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I. Applicant Declaration

I certify that the information provided is, to the best of my knowledge, true and accurate and that I have read and understood the Education Leave Guidelines.

Applicant's Signature:

Date:

PART II. TO BE COMPLETED BY SUPERVISOR

A. Department Training Plan

How will the skills and knowledge gained during this program of study enhance the effectiveness of the employee, department and the GN as a whole?

How will this program of study enhance the public service career path of the applicant?

Will this course of study address the department's Inuit Employment Plan?

YES NO

If YES, please give details. _____

B. Capacity

What actions will be taken to ensure that operational requirements will be met during employee's absence? (i.e. backfill position on a term basis, casual hire)

How will the department ensure that the applicant's position (or a comparable position) will be available upon the applicant's return to work?

What level of financial assistance do you recommend (refer to Education Leave Guidelines)?

None (leave without pay) Basic Financial Assistance
Partial Allowance in Lieu of Salary Full Allowance in Lieu of Salary

at a rate of _____% of current salary

C. Additional Comments

Please provide any additional information that you feel is relevant to this application or that you would like the Review Committee to consider when reviewing this application.

D. Recommendation

I recommend this Education Leave application for approval:

 EMPLOYEE RETENTION	Human Resource Manual
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PRIOR TO SUBMITTING THE APPLICATION FORM:

- Please ensure that this application is fully completed.
- Please remember to attach any supporting documents on the program of study and the estimated costs of the program.
- Once fully completed, the applicant's supervisor should submit the application form to the Deputy Minister.
- Questions on Education Leave should be directed to your department's HR representative.



APPENDIX "A"

APPLICATION FOR EDUCATION LEAVE

Please refer to Education Leave Guidelines for additional information on Education Leave procedures. This form is designed to be completed ELECTRONICALLY.

PART I. TO BE COMPLETED BY APPLICANT:

A. Personal Identification	
Full Name: _____	NLCA Beneficiary: YES <input type="checkbox"/> NO <input type="checkbox"/>
Community: _____	Region: _____
Department: _____	Position Number: _____
Division: _____	Pay Range: _____
Position Title: _____	Step: _____
_____	_____

B. Employment History	
Continuously Employed by GN Since: (date/year)	_____
Start Date in Present Position: (date/year)	_____
Resident of Nunavut Since: (date/year)	_____
_____	_____

C. Education History	
Secondary School: (when/where/level completed)	_____
Post Secondary School: (describe certificates, diplomas, degrees received)	_____
Special Certification or Licenses: (describe)	_____
Have you received Education Leave through the GN/GNWT in the past? YES <input type="checkbox"/> NO <input type="checkbox"/>	
If YES, please describe the type of leave and when it was taken.	_____

D. Leave Requested	
Term of Leave Requested from _____ to _____ (enter dates)	



EMPLOYEE RETENTION
Education Leave

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Institution: _____

Location: _____

Program of Study (attach program description/outline/syllabus from institution): _____

You will earn a:

Certificate Diploma Degree Special License Other _____

E. Contribution to the GN

What studies have you completed while working for the GN? List (or attach) distance education courses, training courses, professional development etc.

How will the proposed program of study enhance your public service career with the GN and how will it enhance your ability to perform and deliver programs and/or services provided by the GN?

Was this program of study identified as a need on your last performance review?

YES NO

F. Alternatives

Are there other institutions that offer the same program of study?

YES NO

If YES, please provide a rationale for why you selected the institution named in Section D.

G. Financial Assistance Requested

Type of Financial Assistance being Requested (please refer to Education Leave Guidelines):

None (leave without pay) Basic Financial Assistance Only

Partial Allowance in Lieu of Salary Full Allowance in Lieu of Salary

at a rate of _____ % of current salary

If you are seeking financial assistance, please provide details and attach any supporting documentation for the following items:

Estimated Education Costs (tuition, books, etc.) \$ _____

Estimated Travel Costs \$ _____

Estimated Relocation Costs \$ _____

Have you received prior financial assistance from the GN for educational purposes?

YES NO

If YES, please provide details. _____

Will you seek financial assistance from other sources for this program? YES NO



**EMPLOYEE RETENTION
Education Leave**

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If YES, please provide details. _____

H. Additional Comments

Please provide any additional information that you feel is relevant to your application or that you would like the Review Committee to consider when reviewing this application.

I. Applicant Declaration

I certify that the information provided is, to the best of my knowledge, true and accurate and that I have read and understood the Education Leave Guidelines.

Applicant's Signature:

Date:

PART II. TO BE COMPLETED BY SUPERVISOR

A. Department Training Plan

How will the skills and knowledge gained during this program of study enhance the effectiveness of the employee, department and the GN as a whole?

How will this program of study enhance the public service career path of the applicant?

Will this course of study address the department's Inuit Employment Plan?

YES NO

If YES, please give details. _____

B. Capacity

What actions will be taken to ensure that operational requirements will be met during employee's absence? (i.e. backfill position on a term basis, casual hire)

How will the department ensure that the applicant's position (or a comparable position) will be available upon the applicant's return to work?

What level of financial assistance do you recommend (refer to Education Leave Guidelines)?

None (leave without pay) Basic Financial Assistance

Partial Allowance in Lieu of Salary Full Allowance in Lieu of Salary

at a rate of _____% of current salary

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C. Additional Comments
Please provide any additional information that you feel is relevant to this application or that you would like the Review Committee to consider when reviewing this application. _____

D. Recommendation	
I recommend this Education Leave application for approval:	
Supervisor Name: _____ Position Title: _____ _____ Supervisor Signature:	Director (if different than supervisor) Name: _____ Position Title: _____ _____ Director Signature:
_____ Date:	_____ Date:

PRIOR TO SUBMITTING THE APPLICATION FORM:

- Please ensure that this application is fully completed.
- Please remember to attach any supporting documents on the program of study and the estimated costs of the program.
- Once fully completed, the applicant's supervisor should submit the application form to the Deputy Minister.
- Questions on Education Leave should be directed to your department's HR representative.

 <p>EMPLOYEE RETENTION</p>	<p>Human Resource Manual</p>
<p>Professional Development Fees</p>	<p>Section 310</p>

Professional Development Fees

PURPOSE

1. The Government of Nunavut (GN) recognizes and encourages the professional development of its employees.
2. The Government may reimburse employees for the successful completion of approved professional development activities taken on an employee's personal time in accordance with the provisions in this section of the Manual.

APPLICATION

3. These provisions apply to all term and indeterminate employees, except teachers and Nunavut Arctic College educators.
4. These provisions apply to employee-requested professional development activities.

PROVISIONS

5. An employee's supervisor (or designated authority) may approve an employee's request for reimbursement of fees for professional development activities taken on an employee's personal time when:
 - The activity is of value to the employee's work; and
 - The employee provides proof of successful completion of the activity.

Factors to be considered when reviewing employee applications for professional development fee reimbursement may include:

- Employee's length of service;
- Relationship of proposed activity to present or anticipated future duties;
- Availability of activity (is activity already available through other GN sponsored training and development programs?);
- Cost of proposed activity.

 <p>EMPLOYEE RETENTION</p>	<p>Human Resource Manual</p>
<p>Professional Development Fees</p>	<p>Section 310</p>

6. Professional development activities that may be eligible for reimbursement could include, but are not limited to:

- University/College distance education credit or non-credit courses
- Night classes / continuing education courses offered through Nunavut Arctic College
- Adult education courses
- Training or certification programs offered through professional or trade associations
- Conferences, seminars, or workshops

Activities that take place outside the employee's home community are not considered under this directive.

7. Fees eligible for reimbursement may include:

- Tuition
- Registration or admission fees
- Required textbooks
- Lab fees
- Software required for online learning
- Examination fees
- Other materials required to complete the activity

8. It is recognized that budgetary considerations may affect the level of reimbursement that an employee may receive.

9. The employee is not eligible for overtime/lieu time for professional development activities taken on personal time. Costs related to transportation, accommodations, meals and child care do not qualify for reimbursement under this directive.

10. Fees may be prepaid to the employee or directly to the authority conducting the professional development activity in exceptional circumstances (i.e. financial hardship).

11. When the fees are paid or reimbursed in advance, and the employee does not successfully complete the activity, the employee is required to reimburse the Employer for the fees by way of payroll deduction. The Deputy Head has the authority to waive this requirement in exceptional circumstances.

 <p>EMPLOYEE RETENTION</p>	<p>Human Resource Manual</p>
<p>Professional Development Fees</p>	<p>Section 310</p>

12. If applicable to the professional development activity, the employee may be permitted study time during working hours, upon mutual agreement with his/her manager. Such arrangements should be in writing and should be discussed prior to the commencement of the professional development activity.
13. If applicable to the professional development activity, with approval of the Deputy Head, leave with pay may be awarded for the period of time required to write exams.
14. Employees cannot claim any of the costs associated with professional development for the purpose of Income Tax deductions when the expenses have been paid or reimbursed by the Employer.
15. Employees applying for reimbursement should first discuss with their supervisor the content, value and cost of the proposed professional development activity. The employee should then complete and submit to his/her supervisor a Request for Reimbursement form (Appendix A).
16. The employee's supervisor reviews and signs the application, confirming the validity of the professional development activity and costs eligible for reimbursement.
17. When the professional development activity is completed, the employee will provide his/her supervisor with an official statement from the authority conducting the professional development activity that indicates the successful completion of the activity (i.e. academic transcript, certificate of achievement). Receipts for all pre-approved expenses will be attached to the completed Request for Reimbursement form. The Supervisor will sign the application form, authorizing reimbursement of the expenses and will forward to the appropriate financial authority for processing.
18. If applicable, the employee will provide his/her supervisor with the original T2202 slip received from the authority conducting the professional development activity.

 <p>EMPLOYEE RETENTION</p>	<p>Human Resource Manual</p>
<p>Professional Development Fees</p>	<p>Section 310</p>

AUTHORITIES AND REFERENCES

- 19. Public Service Act
34 (4)
- 20. Main Collective Agreement with the NEU
Article 43.13 - Examination Leave
- 21. Excluded Employees' Handbook
Examination Leave
- 22. Senior Management's Handbook
Examination Leave

CONTACTS

- 23. For further information or clarification please contact:

**Director Training and Development
 Department of Human Resources
 Iqaluit, Nunavut
 975-6283**

	EMPLOYEE RETENTION	Human Resource Manual
	Professional Development Fees	Section 310

Appendix A - Request for Reimbursement

PERSONAL IDENTIFICATION			
FULL NAME: _____			
COMMUNITY: _____			
DEPARTMENT / DIVISION: _____			
POSITION TITLE: _____			
PROFESSIONAL DEVELOPMENT INFORMATION (ATTACH OUTLINE / SYLLABUS / AGENDA)			
INSTITUTION: _____			
PROGRAM TITLE: _____			
START DATE: _____		END DATE: _____	
PROGRAM COSTS (ATTACH ANY RELEVANT DOCUMENTATION)			
PROGRAM FEES:	\$ _____		
OTHER COSTS: (DETAIL)			
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	_____
_____	_____	_____	\$ _____
_____	_____	_____	_____
EMPLOYEE'S AGREEMENT			
<p>I, _____, agree to attend the professional development activity listed above and shall to the best of my ability successfully complete all of its requirements. I also agree to submit, to my supervisor, an official statement from the authority conducting the activity that indicates my successful completion (i.e. academic transcript, certificate of achievement/completion).</p>			
Employees's Signature _____			Date _____

 <p>EMPLOYEE RETENTION</p>	<p>Human Resource Manual</p>
<p>Professional Development Fees</p>	<p>Section 310</p>

DEPARTMENTAL AGREEMENT (<u>PRIOR</u> TO COMPLETION)	
<p>I have reviewed the above Request for Reimbursement and confirm that the professional development activity in question is of value to the Employee's development. Upon successful completion of the activity, the Department will reimburse the employee for the expenses outlined above.</p>	
<p>_____ Supervisor's Signature</p>	<p>_____ Date</p>
DEPARTMENTAL AGREEMENT (<u>FOLLOWING</u> COMPLETION)	
<p>I approve the attached expenses for reimbursement:</p>	
<p>_____ Supervisor's Signature</p>	<p>_____ Date</p>

 <p>EMPLOYEE RETENTION</p>	<p>Human Resource Manual</p>
<p>Long Term Service Awards</p>	<p>Section 312</p>

LONG TERM SERVICE AWARDS

PURPOSE

1. The Government of Nunavut (GN) recognizes public service employees for dedicated service and the contribution they make during the course of their employment. Employees are formally honored for long periods of continuous service with the GN.

APPLICATION

2. These guidelines apply to all employees.

DEFINITIONS

3. **Continuous Service** means
 - (1) uninterrupted employment with the GN; or
 - (2) uninterrupted employment with the Government of the Northwest Territories, provided that the employee was employed in the Public Service on April 1, 1999.
4. **Continuous Service Date** is the date an employee was hired or re-hired by the GN. This date includes casual employment if it preceded regular employment with no more than a twenty (20) day break. It also includes all periods of employment with breaks of less than three (3) months, in cases where an employee was terminated for reasons other than dismissal, abandonment of position or rejection on probation, and prior employment of an employee who was laid off and reappointed to a position in the Public Service.
5. **Non-Cash Award** is an award excluding cash or items that are equivalent to cash such as gift certificates or vouchers.
6. **Public Service** is the Public Service of the Government of Nunavut, as defined in the *Nunavut Public Service Act*.

	EMPLOYEE RETENTION	Human Resource Manual
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PROVISIONS

7. Employees are recognized when they reach their employment anniversaries of 5, 10, 15, 20, 25 and 30 years of continuous service.
8. Employees who are on approved leave during the calendar year of their long service anniversary will be eligible for long service recognition.
9. Employees who retire in the calendar year that they would attain a long service anniversary will be eligible for long term service recognition.
10. Employees who resign or are terminated during the year in which they obtain long service will not be eligible for long term service recognition.
11. Long Service Awards will be presented to eligible employees once every two fiscal years (04/05, 06/07, 08/09 etc.).
12. Employees with 5, 10 or 15 years of continuous service receive a certificate and a pin.
13. Employees with 20, 25 or 30 years of continuous service receive a certificate, pin and non-cash award.
14. Certificates will be signed as follows:
 - 5, 10 and 15 years – Deputy Minister of Human Resources
 - 20 and 25 years – Minister of Human Resources
 - 30 years – Premier
15. Pins are awarded as follows:
 - 5 years –GN bronze pin
 - 10 years –GN silver pin
 - 15 years and up – GN gold pin
16. Non-cash awards will be given as follows:
 - 20 years - Plaque
 - 25 years – to a maximum of \$225
 - 30 years – to a maximum of \$300

 <p>EMPLOYEE RETENTION</p>	<p>Human Resource Manual</p>
<p>Long Term Service Awards</p>	<p>Section 312</p>

17. Long service recipients will be honoured at an awards ceremony sponsored by the Department of Human Resources. Whenever possible, the ceremony will take place in the community in which the recipient works.
18. The awards ceremony may be a reception, lunch, dinner, traditional feast or other activity.
19. Alcoholic beverages must not be served at the awards ceremony.
20. Employees will be given reasonable time off with pay in order to attend the awards ceremony if it occurs during regular working hours.
21. The Department of Human Resources is not responsible for any travel costs for employees to attend an event.
22. To determine an employee's eligibility for recognition, the Department of Human Resources will generate reports that detail employee length of continuous service calculated to March 31st of the fiscal year prior to the fiscal year which Long Term Service Awards are being presented. Continuous service is to be calculated to the year, month, and day.
23. Based on Department of Human Resource Information, the Department of Human Resources will distribute a proposed list of eligible recipients to each department. Each department will verify the accuracy of its list. Once the department has approved the list, the Department of Human Resources will obtain the required certificates, pins and non-cash awards.
24. The Deputy Minister of Human Resources will have final authority regarding any disputes concerning an employee's continuous date.
25. All forms of public recognition shall be administered with the prior consent of the award recipient.
26. The Department of Human Resources is responsible for:
 - Generating the list of eligible recipients
 - Obtaining certificates, pins and non-cash awards
 - Ensuring that the appropriate signatures for certificates are obtained

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- Coordinating all arrangements for the awards ceremony (including logistics, invitations, program and speeches)
- Funding the awards ceremony
- Contacting the recipients

27. Departments are responsible for:

- Verifying accuracy and approving list of eligible recipients
- Sending senior level representatives to attend and present awards to staff

AUTHORITIES AND REFERENCES

28. Financial Administration Manual
FAM Directive 811

CONTACTS

29. For clarification or more information on this topic contact:

Wellness Coordinator
or
Manager Health, Safety and Wellness in the Workplace
Department of Human Resources
Iqaluit, Nunavut
975-6237

	EMPLOYEE RETENTION	Human Resource Manual
	Retirement Awards	Section 313

RETIREMENT AWARDS

PURPOSE

1. On the occasion of employee retirement, the Government of Nunavut (GN) honors and celebrates the commitment and dedication of retiring employees to the Public Service.

APPLICATION

2. These guidelines apply to all employees

DEFINITIONS

3. **GN Service** means
 - (1) employment with the GN or
 - (2) employment with the Government of the Northwest Territories, provided that the employee was employed in the Public Service on April 1, 1999.
4. This service includes casual employment if it preceded regular employment with no more than a twenty (20) day break. It also includes all periods of employment in cases where an employee was terminated for reasons other than dismissal, abandonment of position or rejection on probation.
5. **Non-Cash Award** means an award excluding cash or items that are equivalent to cash such as gift certificates or vouchers.
6. **Public Service** means the Public Service of the Government of Nunavut, as defined in the *Nunavut Public Service Act*.
7. **Retirement** means resignation of employment with the Government of Nunavut with entitlement to an immediate annuity under the Public Service Superannuation plan.

**PROVISIONS**

8. Length of GN Service (completed years) is used to determine an employee's retirement award entitlements.
9. The Deputy Minister of Human Resources will have final authority regarding any disputes concerning an employee's length of GN Service.
10. Employees retiring from the GN are given a retirement certificate and award with entitlements outlined as follows:

Completed Years of GN Service	Retirement Awards	Maximum GN Contribution Towards Retirement Event
1 to 19 years	Framed Certificate of Appreciation	
20 to 24 years	Framed Certificate of Appreciation and a \$125 gift	\$25 x completed years of GN Service
25 to 29 years	Framed Certificate of Appreciation and a \$225 non-cash award	\$25 x completed years of GN Service
30 years or more	Framed Certificate of Appreciation and a \$300 non-cash award	\$25 x completed years of GN Service

11. Certificates will be signed as follows:
 - 1 to 19 years – Deputy Minister of Human Resources
 - 20 to 29 years – Minister of Human Resources
 - 30 years + – Premier
12. Retirement award events are intended as a celebration of the occasion and should therefore be arranged as a department function when possible.



EMPLOYEE RETENTION
Retirement Awards

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13. Retirement awards do not include any travel costs for employees to attend a retirement event.
14. Employees will be given reasonable time off with pay in order to attend the retirement event if it occurs during regular working hours.
15. GN contributions towards a retirement event will be used exclusively for that purpose.
16. The purchase of alcoholic beverages is not an eligible expenditure
17. The department verifies the length of GN Service of the retiring employee to determine award entitlement.
18. The department notifies the Department of Human Resources (Manager, Health, Safety and Wellness) of the employee's pending retirement and provides the correct spelling of the employee's name and his/her number of years of GN Service.
19. If there is a discrepancy between the employee's date of hire as it appears in the GN payroll/human resources information system and the employee's actual length of GN Service, the department must provide supporting documentation to the Department of Human Resources.
20. If the employee is retiring with less than 20 years of GN Service, the department must provide the Department of Human Resources with a minimum of 1 month's notice, to provide sufficient time for the issuing and delivery of the certificate to the department.
21. If the employee is retiring with 20 or more years of GN Service, the department must provide the Department of Human Resources with a minimum of 2 month's notice, to provide sufficient time for the issuing and delivery of the certificate to the department.
22. Departments are responsible for:
 - Verifying accuracy of employee's length of GN Service
 - Notifying the Department of Human Resources of an employee's retirement within prescribed time frame and providing
 - Organizing and funding the retirement event
 - Consulting with recipient to ensure suitability of retirement event and non-cash award
 - Purchasing the non-cash award

	EMPLOYEE RETENTION Retirement Awards	Human Resource Manual Section 313
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23. The Department of Human Resources is responsible for issuing the certificate and distributing it to the department.

AUTHORITIES AND REFERENCES

24. Financial Administration Manual
FAM Directive 811

CONTACTS

25. For clarification or more information on this topic contact:

Wellness Coordinator
or
Manager Health, Safety and Wellness
Department of Human Resources
Iqaluit, Nunavut
975-6237

	EMPLOYEE RETENTION Trainer's Allowance	Human Resources Manual Section 315
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TRAINER'S ALLOWANCE

PURPOSE

1. The employer recognizes on-the-job training as an effective means of supporting employee development and values the contribution of employees who are responsible for providing such training.
2. The employer pays a trainer's allowance of five hundred dollars (\$500.00) per month or portion thereof effective date of signing for the period of the training to employees who are required to provide on-the-job training to an employee for a specified period of time as part of a formalized training program.

APPLICATION

3. These guidelines and procedures apply to Nunavut Employees' Union (NEU) and Excluded employees who are not assigned training duties as part of their job descriptions.

DEFINITIONS

4. **Designated Trainer** a Government of Nunavut employee with organizational awareness and job-specific knowledge and skills that is selected by the employer and agrees to provide on-the-job training to a trainee.
5. **Formalized Training Program** a structured or mandated on-the-job training program, such as an internship or traineeship, in which there is a comprehensive learning plan developed and an ongoing evaluation of trainee's progress.
6. **Job Shadowing** observing someone who is doing the job already to learn specific systems, processes and/or day-to-day operational requirements or specific job functions (i.e. "showing the ropes" to an employee).
7. **Learning Agreement** a document that outlines the duration of the training period and the roles and responsibilities of the designated trainer, trainee and supervisor involved in the formalized training program (see Appendix A).
8. **Learning Plan** a documented process of identifying learning needs, choosing a learning goal, identifying actions the employee and department

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need to take to achieve the goal, determining how progress toward goal attainment will be measured, and establishing a timetable for the learning.

9. **Trainee** a Government of Nunavut employee who agrees to acquire job-specific knowledge and skills through a formalized training program.

PROVISIONS

10. The Request for Trainer's Allowance (see Appendix B) can be initiated once the trainee's learning plan and the learning agreement have been completed and signed off.
11. Part 1 and 2 of the Request for Trainer's Allowance form must be completed and forwarded to the Department of Human Resources for verification by a Training and Development consultant. Signed copies of the learning plan and learning agreement must also be attached to the form.
12. The Training and Development consultant will sign off Part 3 of the Request for Trainer's Allowance form and forward to the Department of Finance (payroll) for processing.
13. It is the responsibility of the supervisor to initiate a new Request for Trainer's allowance if the training period is extended.
14. It is the responsibility of the supervisor to notify payroll if the trainer is no longer eligible for the allowance (i.e. resigns, is no longer providing training support to the trainee)
15. The trainer's allowance does not apply to job shadowing.
16. The training period must be for a minimum of one week (5 consecutive working days).

	EMPLOYEE RETENTION Trainer's Allowance	Human Resources Manual Section 315
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AUTHORITIES AND REFERENCES

17. Main Collective Agreement with the NEU
Article 24.12 – Trainer's Allowance
18. Excluded Employees' Handbook
Training Allowance

CONTACTS

19. For further information or clarification please contact:

**Director Training and Development
Department of Human Resources
Iqaluit, Nunavut**



LEARNING AGREEMENT

Position Title: _____

Position Number: _____

Department: _____

Community: _____

Region: _____

Training Period: _____

Purpose of Learning Agreement:

To ensure that all parties involved in the learning experience understand and comply with the roles and responsibilities outlined in this agreement.

Roles and Responsibilities

The Employee agrees to:

- Participate in the development of their learning plan.
- Take responsibility for gaining the competencies required for the target position.
- Demonstrate commitment to training and work responsibilities.
- Attend and complete any formal training sessions that have been approved.
- Look for opportunities to transfer skills developed during training to the workplace.
- Discuss and resolve any problems as they arise with his/her Supervisor.
- Complete training progress reports, set learning objectives, and modify training plan as required.

Employee's Signature: _____	Date: _____
------------------------------------	--------------------

The Supervisor (or Designated Trainer) Agrees to:

- Actively participate in the learning plan development.
- Facilitate opportunities for his/her employee to gain and apply new skills within Division and Department.
- Acknowledge training milestones and accomplishments.
- Maintain regular, in-person contact with his/her employee.
- Provide continuous feedback and regular employee progress evaluations.
- Document performance issues and (if necessary) initiate the GN discipline process if problems persist.
- Ensure a supportive and culturally appropriate learning environment

Supervisor's Signature: _____	Date: _____
--------------------------------------	--------------------

	EMPLOYEE RETENTION	Human Resources Manual
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The Department Agrees to:

- Assist in the development of a safe, encouraging and positive environment for the employee with his/her co-workers.
- Ensure proper paperwork is filed with the Human Resources Practitioner in a timely manner.
- Ensure support of Senior Management in the development of the employee through encouraging, communicating, and positive role-modeling.

Deputy Minister's Signature:	Date:
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Appendix A



**EMPLOYEE RETENTION
Trainer's Allowance**

**Human Resources Manual
Section 315**

GOVERNMENT OF NUNAVUT

REQUEST FOR DESIGNATED TRAINER ALLOWANCE

DEPARTMENT:	FINANCE CODE: DO NOT ENTER
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PART 1- TO BE COMPLETED BY MANAGER/SUPERVISOR OF DESIGNATED TRAINER

<input type="checkbox"/> NEW DESIGNATED TRAINER ALLOWANCE	FROM			TO		
	YYYY	MM	DD	YYYY	MM	DD
<input type="checkbox"/> EXTENSION OF DESIGNATED TRAINER ALLOWANCE						

TO BE COMPLETED BY IMMEDIATE SUPERVISOR

EMPLOYEE TO RECEIVE ALLOWANCE			EMPLOYEE BEING TRAINED	
SIN	NAME	NEU/EXC/SM	EMPLOYEE NAME	
POSITION #	TITLE		NEU/EXC	TITLE
PAY LEVEL	LOCATION HQ <input type="checkbox"/> REGIONAL <input type="checkbox"/>	PAY LEVEL	LOCATION	
EXPLANATION/COMMENTS:				
DESIGNATED TRAINER SIGNATURE			DATE	
EMPLOYEE BEING TRAINED SIGNATURE			DATE	

PART 2- TO BE COMPLETED BY DELEGATED SIGNING AUTHORITY

I concur with the above Designated Traineeship

MANAGER/SUPERVISOR SIGNATURE OF DESIGNATED TRAINER	DATE



**EMPLOYEE RETENTION
Trainer's Allowance**

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PART 3- TO BE VERIFIED BY THE DEPARTMENT OF HUMAN RESOURCES

I concur with the above Designated Traineeship and confirm that a learning plan has been developed

**AUTHORIZED TRAINING & DEVELOPMENT
CONSULTANT**

DATE

PART 4 - TO BE VERIFIED BY DEPARTMENT OF FINANCE - SALARY ADJUSTMENT: \$200.00 PER MONTH.

Allowance Confirmed:

PAYROLL OFFICER

DATE

Appendix B



APPENDIX A

LEARNING AGREEMENT

Position Title: _____
Position Number: _____
Department: _____
Community: _____
Region: _____
Training Period: _____

Purpose of Learning Agreement:

To ensure that all parties involved in the learning experience understand and comply with the roles and responsibilities outlined in this agreement.

Roles and Responsibilities

The Employee agrees to:

- Participate in the development of their learning plan.
- Take responsibility for gaining the competencies required for the target position.
- Demonstrate commitment to training and work responsibilities.
- Attend and complete any formal training sessions that have been approved.
- Look for opportunities to transfer skills developed during training to the workplace.
- Discuss and resolve any problems as they arise with his/her Supervisor.
- Complete training progress reports, set learning objectives, and modify training plan as required.

Employee's Signature: _____	Date: _____
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The Supervisor (or Designated Trainer) Agrees to:

- Actively participate in the learning plan development.
- Facilitate opportunities for his/her employee to gain and apply new skills within Division and Department.
- Acknowledge training milestones and accomplishments.
- Maintain regular, in-person contact with his/her employee.
- Provide continuous feedback and regular employee progress evaluations.
- Document performance issues and (if necessary) initiate the GN discipline process if problems persist.
- Ensure a supportive and culturally appropriate learning environment.

Supervisor's Signature: _____	Date: _____
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The Department Agrees to:

- Assist in the development of a safe, encouraging and positive environment for the employee with his/her co-workers.
- Ensure proper paperwork is filed with the Human Resources Practitioner in a timely manner.
- Ensure support of Senior Management in the development of the employee through encouraging, communicating, and positive role-modeling.

Deputy Minister's Signature:	Date:
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APPENDIX B

GOVERNMENT OF NUNAVUT						
REQUEST FOR DESIGNATED TRAINER ALLOWANCE						
DEPARTMENT:				FINANCE CODE: DO NOT ENTER		
PART 1- TO BE COMPLETED BY MANAGER/SUPERVISOR OF DESIGNATED TRAINER						
<input type="checkbox"/> NEW DESIGNATED TRAINER ALLOWANCE				FROM		TO
<input type="checkbox"/> EXTENSION OF DESIGNATED TRAINER ALLOWANCE				YYYY	MM	DD
				YYYY	MM	DD

TO BE COMPLETED BY IMMEDIATE SUPERVISOR

EMPLOYEE TO RECEIVE ALLOWANCE			EMPLOYEE BEING TRAINED		
NAME		NEU/EXC/SM	EMPLOYEE NAME		
POSITION #	TITLE		NEU/EXC	TITLE	
PAY LEVEL	LOCATION HQ <input type="checkbox"/> REGIONAL		PAY LEVEL	LOCATION	
EXPLANATION/COMMENTS (use separate sheet if needed):					
DESIGNATED TRAINER SIGNATURE			DATE		
EMPLOYEE BEING TRAINED SIGNATURE			DATE		



**EMPLOYEE RETENTION
Trainer's Allowance**

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PART 2- TO BE COMPLETED BY DELEGATED SIGNING AUTHORITY

I have verified that the job description of the employee listed above does not have "training employees" listed as a job duty.

I concur with the Designated Traineeship as described.

MANAGER/SUPERVISOR SIGNATURE OF
DESIGNATED TRAINER

DATE

PART 3- TO BE VERIFIED BY THE DEPARTMENT OF HUMAN RESOURCES

I approve the above Designated Traineeship and confirm that a learning plan has been developed.

AUTHORIZED TRAINING & DEVELOPMENT
CONSULTANT

DATE

PART 4 – TO BE VERIFIED BY DEPARTMENT OF FINANCE - SALARY ADJUSTMENT: \$200.00 PER MONTH.

Allowance Confirmed:

PAYROLL OFFICER

DATE

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PERFORMANCE MANAGEMENT SYSTEM

PURPOSE

1. This section will describe the performance management process used by the Government of Nunavut (GN). Performance management is an ongoing process where the supervisor and the employee work together to assess the employees' performance against the specific functions, tasks, and responsibilities set out in the employees' work description.

2. Management is responsible for facilitating the performance review process in order that continual improvement may be achieved in the workplace. GN recognizes the importance of performance management in achieving organizational goals through continual employee improvement.

PRINCIPLES

3. This directive is guided by the following values and expectations:
 - Pilimmaksarniq – All employees are expected to actively build their skills and knowledge, demonstrating empowerment to lead a successful and productive life that is respectful to all.

 - GN actively promotes the use of performance management in order to achieve organizational goals and the continual improvement and career advancement of its employees.

 - The Department of Human Resources will provide departments and public agencies with the appropriate tools and resources, procedures, advice and training for use of the performance management system.

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APPLICATION

4. These guidelines and procedures apply to all employees in the NEU bargaining unit and public service excluded and senior management employees of GN departments and agencies with the exception of Qulliq Energy Corporation and members of the Nunavut Teachers Association¹.

DEFINITIONS

5. **Career Development Training** is training that has been identified for professional career growth.
6. **Next Level Manager** is the individual that directly supervises the supervisor performing the performance review on their employees.
7. **Objective** is a statement of the results or outcomes an employee is expected to accomplish during the performance review period.
8. **Performance Management** is the ongoing process where the supervisor and employee work together to plan, monitor and review the employee's work objectives or goals and their overall contribution to the organization. The process is meant to encourage continual improvement where employees take responsibility for results. The process also provides a forum for discussing the employee's training and development needs.
9. **Performance Management Guidelines Handbook** is a manual with guidelines on how to carry out performance management in accordance with the provisions of this directive and utilize the supporting forms.

¹ In 2009 Qulliq Energy Corporation in response to a mandate by the OAG in 2006 created a comprehensive performance management system with a mandatory schedule for performance management reviews for individual employees. The system was approved by OAG, presented to the Departments of Human Resources and Executive and Intergovernmental Affairs and since 2009 has been part of their business culture. Teachers employed by the (Government of Nunavut) Department of Education have an independent performance appraisal system as required by the Education Act and their collective agreement with the GN

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10. **Performance Plan** is an agreement between the employee and the supervisor for the performance period that includes establishing links with strategic priorities, identifying responsibility areas of the position, developing performance objectives or standards for the responsibility areas, preparing a training and development plan and confirming the employee's understanding and agreement.
11. **Performance Review** is a summary of the employee's contributions over the entire performance period. The employee's performance is assessed against a variety of factors, future training and development needs are outlined, and performance objectives for the upcoming performance period are established.
12. **Performance Review Form** is the formal document used by the supervisor to assess an employee's performance during the performance period.
13. **Probationary Performance Review Form** is a form designed for new and probationary employees.
14. **Required Training** is training which includes general training for skills development and specialized training, taken by the employee during their performance period, which is specific to their position.
15. **Standard** refers to a set of actions or behaviours that are required on an ongoing basis, and describes the process rather than the results. Standards are specifically tied to duties and responsibilities.
16. **Training and Development Plan** is a plan which identifies areas requiring general training/skills development, or specialized training unique to a position. Past training is also identified and the results of the training on employee performance are evaluated.

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PROVISIONS

17. **General**

18. Compliance with the Performance Management System is mandatory for all employees and supervisors. Failure to comply with this directive may result in disciplinary action, up to and including dismissal.
19. Senior Managers are responsible for ensuring that all their employees receive Performance Reviews in accordance with this directive. Failure to ensure Performance Reviews are being completed may result in the withholding of a Senior Manager's annual bonus.
20. Performance Management will be facilitated by an employee's direct supervisor.
21. Administration of the Performance Management System will coincide with the fiscal year. All final performance reviews must be submitted to the departmental HR Coordinator, or designate, before the end of April of every year.
22. This Directive forms part of the Government of Nunavut's Performance Management System and the steps herein are not exhaustive. It must be read in conjunction with the Performance Management Guidelines Handbook.
23. The Performance Management Cycle for the GN has three interrelated phases: planning, coaching, and review.
24. **Phase One – Planning**
25. The planning phase in the performance management system will involve the supervisor clearly defining to the employee, the employee's areas of responsibility and expected performance for each in terms of work objectives and standards. Responsibility areas of the position will be identified utilizing the employee's job description.

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26. The performance plan will be developed using the following steps:
- (1) Performance objectives or standards will be developed for each responsibility area identified.
 - Objectives and standards must be clearly stated, identify the tasks that will accomplish the objective/standard, specify expected results, and identify timelines for achievement and anticipated obstacles.
 - (2) Once objectives and standards have been set, the training and development plan must be developed. The creation of the training and development plan completes the planning phase of the performance management system.
 - (3) Development of the training and development plan requires objectives to be set for the employee that are unique to the employee and the current review period. Objectives are to be broken down into two areas, required training for the current planning period, and career development training.
 - (4) It is essential that performance objectives and standards as well as the Performance Plan are created in collaboration with the employee and are clearly communicated at the beginning of the review period.

27. **Employees on Probation**

- Indeterminate, term, and casual employees new to a department, agency or division must have a performance plan within three months of beginning employment in a position. For employees on probation, a follow up meeting must occur at the midpoint of the probationary period between the development of the performance plan and the end of the probationary period. For employees with a six month probationary period there will be no mid-point follow up meeting.
- Supervisors must outline the performance plan on the Probationary Performance Review Form.

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- A performance review must be completed at the end of the probationary period.
- For employees who are still in their probationary period on March 31st, an up-to-date copy of the Probationary Performance Review Form must still be submitted to the departmental HR Coordinator, or designate, before the end of April, covering the period from the employee's date of hire to the end of March.

28. Phase 2 – Coaching

29. Coaching is utilized to provide ongoing support to employees throughout the performance period and to help employees successfully achieve the objectives and standards set in their performance plan. Coaching allows for feedback to be provided and allows for performance issues to be identified.
30. Coaching requires the supervisor observe and document behaviours throughout the performance period. Established performance standards and objectives provide the basis for evaluation. It is important for observations to be documented in order to ensure evaluations are accurate and complete.

31. Phase 3 – Review

32. Review is the final phase of the performance management cycle. The performance review will summarize the employee's contributions over the entire performance period. Supervisors will use the Performance Review Form to document the employee's review.
33. Supervisors are expected to complete the Performance Review Form and provide a copy to the employee(s) receiving the review one week before the scheduled meeting. Providing the employee with the completed Review Form will allow sufficient time for review of the assessment.
34. Prior to the review meeting, employees shall also be given an explanation of the process which will be used for the review.
35. Employees must review the Performance Review Form and add in their comments concerning the Supervisor's ratings and observations.

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36. Employee performance will be rated on the designated rating scale. Supervisors are required to refer to the scale when assigning a rating to each performance review factor. Each reviewed factor will be rated on a scale of 1 – 5 or N for non-applicable.
37. Each Performance Review is divided into 13 areas of evaluation that are referred to as factors. These factors will be used to evaluate employee performance. Factors are further broken down into sub-factors that further describe the desired expectations within the factor.
38. When conducting the Performance Review, supervisors are required to refer to their Performance Management Guidelines Handbook in order to familiarize themselves with common rating errors in order to ensure these errors do not affect the review.
39. Employees shall be given an opportunity to state their career development goals. Every effort shall be made to develop employees' career potential.
40. Once the performance review is completed the supervisor is required to provide a copy of the review to their next level manager for approval. Reviews are submitted to next level managers to ensure:
 - That performance reviews are conducted fairly and accurately and that standards are consistently applied across the department.
 - Established goals are set in accordance with the broader objectives of the division.
41. Next level managers are required to discuss any significant areas of disagreement with the immediate supervisor and provide them with the opportunity to defend the performance review.
42. Employees and supervisors are both required to sign their performance review to indicate that its contents have been read and understood. A copy of the review will be kept on the employee's personnel file. A signed copy will also be provided to the employee.

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43. Employee performance review documents are considered strictly confidential. Contents of the review and any discussions or meetings pertaining to the review are not to be shared beyond the employee, the immediate supervisor, the next level manager and human resources staff except where explicit consent has been given by the employee.

Audit

44. Supervisors must forward completed performance reviews to their departmental HR Coordinator, or designate before the end of April of every year.
45. The departmental HR Coordinator, or designate will ensure a copy of the performance review is placed in the employee’s personnel file.
46. The departmental HR Coordinator, or designate, will prepare an audit report that includes all department employee names and verification of whether or not they received a completed performance review for each employee.
47. An audit report will be submitted to the deputy head of the department by the end of April of every year.

RESOURCES

48. Please refer to the attached forms provided by GN to facilitate the performance management process.

Performance Management Guidelines Handbook

Objectives and Standards Setting Form

Training and Development Plan

Performance Review Form

Probationary Performance Review Form

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AUTHORITIES

49. **Collective Agreement with the NEU**
Article 33 – Employee Performance Review
50. **Senior Managers Handbook**
Section 8 – Probationary Period
Section 9 – Performance Management
51. **Excluded Employees Handbook**
Section 8 – Probationary Period
Section 9 – Performance Management

CONTACTS

52. For clarification or more information on this topic contact:

Director, Employee Relations and Job Evaluation
Department of Human Resources
Iqaluit, Nunavut
975-6211

 <p>EMPLOYEE RETENTION</p>	<p>Human Resource Manual</p>
<p>Inuit Qaujimagatuqangit</p>	<p>Section 318</p>

PURPOSE

1. This directive is designed to support the *Nunavut Land Claims Agreement (NLCA)* Articles 23 and 32. It supports the aspirations of Inuit to create a workplace and service environment in the Government of Nunavut (GN) that incorporates Inuit Societal Values. These values, as they are utilized in GN policy, constitute guidelines that contribute to the creation of an effective and excellent public service that is grounded in the ethics and philosophy of Inuit.
2. This directive is connected to and supports the *Tamapta* 2010-2013 goal to "...deliver a system wide human resource strategy that encourages recruitment, supports employee retention and most importantly, provides targeted and effective training opportunities for employees at all stages of the employee spectrum..."

APPLICATION

3. This directive applies to all departments, agencies and employees of the Government of Nunavut, with the exception of the Workers' Safety and Compensation Commission of the Northwest Territories and Nunavut, and Nunavut Development Corporation.

DEFINITIONS

4. **Inuit Qaujimagatuqangit (IQ)** is knowledge that has been passed down inter-generationally by Inuit prior to European contact, applicable in current governance, and that can also be utilized in the evolution of governance in Nunavut.
5. **Inuit Societal Values (ISV)** reflect the following:
 - a) *Inuuqatigiitsiarniq*. Respecting others, relationships and caring for people;
 - b) *Tunnganarniq*. Fostering good spirits by being open, welcoming and inclusive;
 - c) *Pijitsirniq*. Serving and providing for family and/or community;
 - d) *Aajiiqatigiinni*. Decision making through discussion and consensus;
 - e) *Pilimmaksarniq/Pijariuqsarniq*. Development of skills through observation, mentoring, practice, and effort;
 - f) *Piliriqatigiinni/Ilkajuqtigiinni*. Working together for a common cause;
 - g) *Qanuqtuurniq*. Being innovative and resourceful;

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- h) *Avatittinnik Kamatsiarniq*. Respect and care for the land, animals and the environment.

PROVISIONS

6. IQ and ISV can be implemented in many ways in the workplace. This directive is not exhaustive.
7. These provisions ensure the integrity of the Inuit culture as was intended through the *NLCA*.
8. Teaching and supporting Inuit values encourages the sharing and appreciation of different cultures among employees.

IQ IMPLEMENTATION THROUGH THE WORK ENVIRONMENT

9. Creativity and sensitivity is needed by employees when implementing IQ principles. Guidelines are based upon the *Tamapta* principles outlined in Section 5.
10. Common examples provided by Inuit elders of these principles utilized in the workplace can be found in Appendix A.

AUTHORITIES AND REFERENCES

11. *Nunavut Land Claims Agreement*, Articles 23 and 32
12. *Nunavut Human Rights Act*
13. *Nunavut Official Languages Act*
14. *Inuit Language Protection Act*

CONTACT

15. For further information or clarification, please contact:

Director, Employee Relations and Job Evaluation
Department of Human Resources
Iqaluit, Nunavut
975-6211

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APPENDIX A

WORKPLACE APPLICATION EXAMPLES OF INUIT SOCIETAL VALUES

1. Communication:
 - Speak or write directly, clearly, and with sensitivity to those listening or reading.
 - Place the content of the message being conveyed ahead of concerns about how you the communicator will be perceived for providing it.
 - Identify clearly the purpose for the communication you are providing.
 - Be open to input from other employees or the public on ways to create a clearer understanding between participants when they are communicating with each other.
 - Be comforting, open, and understanding when communicating with others.
 - Clearly explain the goals that need to be achieved and be completely honest in expressing the barriers that might prevent achieving them.

2. Leadership:
 - Recognize the accomplishments and hard work of others in the workplace and on individual projects.
 - Ensure that praise received for accomplishments from outside the team is shared with all members of the team.
 - Be modest with accomplishments, allow others to feel encouraged to share their accomplishments and contribute.
 - Don't take actions with the intention to set yourself above others in the workplace, particularly at the personal expense and hurt of others.
 - When providing direction to other employees or the public, be open to their views, and recognize their input in the work being done.
 - Be approachable, fair, and available so that employees are able and feel comfortable in discussing any work related matters.
 - Be able to show that after looking at different options for solving a problem the option chosen was that which would provide the best consideration to those who would be affected.

	
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- Leaders should be helpful, insightful, and constructive in keeping wellness in the workplace.

3. Facilitating Meetings:

- Ensure the personal needs of participants are met, for example that they have been informed where restrooms are or have been offered refreshments if the meeting will be long. If participants have travelled a long distance or have not been well, ask them how they are feeling and how their travel was.
- Ensure each participant understands the purpose of the meeting and how their contribution is necessary to achieve the desired outcome for the meeting. Be open to suggestions to change the structure of the meeting if participant's wish.
- Demonstrate friendly gestures, be respectful, be caring, and display good humor to make participants feel comfortable.
- Listen to all participants carefully and only talk when it is needed to maintain the meeting. Make sure all participants feel welcome and included and that their contribution is valued.
- Valuable input should not be overpowered but instead encouraged with affirmation that the best program and service solutions are achieved through open dialogue and consensus wherever possible.
- Encourage participants to have confidence in group communication and to contribute, and where required to achieve this, facilitate discussion in small group settings or breakaways.

4. Cross cultural awareness:

- Always treat others as equals.
- Broaden your knowledge and understanding of cultural differences to understand the cultural needs of all employees in the workplace. Be respectful of cultural differences.

5. Interacting With the Public:

- Be caring and compassionate when serving the needs of the public or answering their questions.
- Be friendly and courteous when responding to an email or speaking on the telephone.

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6. Language:

- When an employee or member of the public's first language is the Inuit language but they choose to converse in English, employees should show patience and understanding that it can be draining to always have to translate one's thoughts into English.
- Provisions for an Inuit language interpreter/translator should be coordinated if someone is not fluent in the language used. The Inuit language is the first language of Nunavut and employees have the legislated right to converse in the Inuit language in the workplace.

7. Professional Development

- Foster a culture of lifelong learning.
- Encourage mentoring so the skills of others are shared.

8. Team Work:

- Employees should recognize the strengths of their coworkers, encourage discussions and collaboration, and be open to their suggestions for different ways of overcoming barriers and achieving solutions.
- When observing that another employee is feeling insecure, encourage that person by affirming the importance of his or her contribution.
- Employees should not pre-judge or diminish anyone's ability to contribute to a task or project in the workplace when it is their role to do so. This especially should not be communicated in front of other employees or members of the public. Patience and encouragement should be expressed in the team with the objective of creating a trusted and safe work environment.
- Celebrate the accomplishments of each in the workplace and have a ready willingness to provide praise, encouragement, and recognition to others.

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<p>Cultural Immersion Day</p>	<p>Section 319</p>

PURPOSE

1. This directive is designed to support the *Nunavut Land Claims Agreement (NLCA)* Articles 23 and 32. Inuit aspire to create a workplace and service environment in the Government of Nunavut (GN) that incorporates Inuit Societal Values. These values, as they are utilized in GN policy, constitute guidelines that contribute to the creation of an effective and excellent public service that is grounded in the ethics and philosophy of Inuit.
2. Cultural Immersion Days provide a greater understanding of Inuit societal values and languages which can help employees better understand the needs and aspirations of the public.
3. This directive is connected to and supports the *Tamapta* 2010-2013 goal to "...deliver a system wide human resource strategy that encourages recruitment, supports employee retention and most importantly, provides targeted and effective training opportunities for employees at all stages of the employee spectrum..."

APPLICATION

4. This directive applies to all departments, agencies and employees of the Government of Nunavut, with the exception of the Workers' Safety and Compensation Commission of the Northwest Territories and Nunavut, and Nunavut Development Corporation.

DEFINITIONS

5. **Cultural Immersion Day (CID):** Planned events that incorporate Inuit cultural activities in the workplace. Events provide an opportunity for:
 - a) A day or ½ day spent out on the land, or occasionally at an inside location;
 - b) Taking part in traditional activities that facilitates team building and learning new skills;
 - c) Participants to share their own cultural backgrounds;
 - d) Each department or agency to dedicate 2 full days, or 4 half days per year. One or more department or agency may cooperate in CID event planning; and
 - e) Multiple activities, in a variety of venues, in order to accommodate employee needs and operational requirements.

	
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6. **Essential Service:** Services necessary to ensure a continuation of minimal service:
- a) To protect the health and safety of the public;
 - b) To prevent destruction or serious deterioration of machinery, equipment or premises; or
 - c) To prevent disruption of the administration of the courts, and includes services provided by the most senior employee at each power plant who has responsibility for the on-site operation of the plant. (*Public Service Act, s41.02(1)*)

PROVISIONS

7. CID's will be organized with consideration of the following:
- a) Safety;
 - b) Weather and climatic conditions;
 - c) Participants can include in addition to employees, the employee's family and friends, and guest elders;
 - d) Opportunities for Inuit language immersion; and
 - e) Cross-cultural understanding between Inuit and non-Inuit employees.
8. CID's may involve the following:
- a) Land survival skills;
 - b) Nature appreciation;
 - c) Team building activities;
 - d) Games and or songs; and
 - e) Teachings and stories.
9. **Responsibility of Deputy Head. Each deputy head shall:**
- a) Appoint one or more Cultural Immersion Day Coordinators (CIDCs), with consideration to the size of the department;
 - b) Coordinators will be employee volunteers who are recognized by their peers for their knowledge of Inuit Societal Values and applicable skills;
 - c) Ensure adequate budget planning for CIDs. Costs are the responsibility of the department or agency; and
 - d) Ensure that essential services are not disrupted.

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10. **Responsibility of the Coordinator. The Coordinator(s) shall:**
- a) Form and chair a CID planning committee of interested employees;
 - b) Develop an event plan that includes the destination, a schedule, activities, and transportation needs;
 - c) Where possible the use of a license outfitter is encouraged;
 - d) Make a list of required supplies and equipment;
 - e) Collect “Assumption of Risk” forms for all participants, see Appendix “A”;
 - f) Provide participants with check lists, Appendices “B”, “C”, and “D”;
 - g) Consider the unique needs of participants, including health or disability concerns, and develop alternate activities as required;
 - h) Designate one or more of the participants as the First Aid attendant. Individual must have current certification;
 - i) Implement plan of activities and ensure all participants have the opportunity to be involved; and
 - j) Attempt to accommodate or address unplanned events or difficulties as they arise.
11. After each event, the Coordinator will complete a report, for the deputy head and Tuttarviit. The report will describe the planning, the events that took place and feedback from participants. See attached Appendix “E”.
12. A debrief meeting may occur with Tuttarviit to gain advice on initiatives for future CIDs. The Coordinators report can be used as a learning tool.
13. **Responsibility of Tuttarviit. Tuttarviit shall:**
- a) Review the Coordinators reports once a year and make recommendations to the deputy heads, including changes to activities and traditional learning planned for the events;
14. **Responsibility of participants on a CID. Participants shall:**
- a) Disclose any medical limitation or health conditions to the Coordinator prior to the event for safety planning;
 - b) Participate in the planned activity; and
 - c) Dress appropriately for the activity, Appendix “B” and “C”.
15. Attendance at CIDs is not mandatory. Those employees not participating, or arrive late and cannot attend the CID for whatever reason, are expected to report for work as usual. If the CID affects an employee’s regular duties, the employee shall discuss with their supervisor in advance.

	
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AUTHORITIES AND REFERENCES

16. Nunavut Land Claims Agreement, Articles 23 and 32
17. Nunavut Human Rights Act
18. Nunavut Official Languages Act
19. Inuit Language Protection Act
20. Human Resources Manual
Section 318 – Inuit Qaujimajatuqangit

CONTACT

21. For further information or clarification, please contact:

Director, Employee Relations and Job Evaluation
Department of Human Resources
Iqaluit, Nunavut
975-6211



APPENDIX "A"

Cultural Immersion Day
ASSUMPTION OF RISK
(to be signed by all participants)

Event: _____.

By _____ we will travel on _____ to _____ on
Travel method, i.e. ski-doo Road, ice, or trail Location

_____. Activities will include:

Activity date

- _____
• _____
• _____
• _____
• _____

This event is organized by the IQ committee, _____
Division/Department/Agency

Contacts on traditional learning and trip preparation include: _____
_____.

Participants should be clothed for _____. They must consult
Winter/summer activity/travel
with the designated guides and contact persons if they plan to do other activities
other than what is mentioned above.

I _____, understand that the organizers of this event
Participant
will do their best to avoid risky or dangerous situations, but weather and
uncertain terrain may create unavoidable risks.

By signing this document, I acknowledge and accept those risks.

Participant

Date

	
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APPENDIX “B”

Cultural Immersion Day Winter Outdoor Participant Checklist (may vary with activity planned):

- Winter Boots / Kamiks
- Winter Jacket / Parka
- Winter snow/ski pants
- Scarf
- Winter hat
- Mitts / Gloves-winter wear
- Long Johns
- Warm socks, plus extra pair
- Sweater
- Lunch / Snack
- Cup and Bowl
- Cutlery (Knife, fork, spoon, ulu, etc.)
- Fishing permit (non-beneficiary)
- Foot long stick- for handle
- Fishing line
- Hooks
- Sun Glasses & sunscreen
- Pillow or Mat (sitting cushion)

 <p>EMPLOYEE RETENTION</p>	<p>Human Resource Manual</p>
<p>Cultural Immersion Day</p>	<p>Section 319</p>

APPENDIX “C”

Cultural Immersion Day Summer Outdoor Participant Checklist (may vary with activity planned):

- Hiking boots (light weight)/Rubber boots with insoles
- Warm jacket and water proof shell/coat
- Sweater, preferably wool
- Hat (sun, rain, bugs protection)
- Insect repellent (bug shirt if available)
- Long Johns
- Warm socks
- Lunch / Snack
- Cup and Bowl
- Cutlery (Knife, fork, spoon, ulu, etc.)
- Fishing permit (non-beneficiary)
- Fishing rod and hooks
- Strong plastic bags for fish or plastic containers if berry/herb gathering
- For clam digging, a sagaut (garden trowel) and container for clams
- Sun Glasses & sunscreen

 <p>EMPLOYEE RETENTION</p>	<p>Human Resource Manual</p>
<p>Cultural Immersion Day</p>	<p>Section 319</p>

APPENDIX “E”

Cultural Immersion Day Feedback Form:

1. Overall enjoyment: How would you rate the day you experienced?
 - a. Poor
 - b. Fair
 - c. Good
 - d. Excellent

2. Cultural immersion and multi-cultural sharing: As a traditional activity how would you rate your learning experience?
 - a. Poor
 - b. Fair
 - c. Good
 - d. Excellent

3. Inuit Qaujimagatuqangit guiding principles and Inuit Societal Values: How would you rate your understanding and knowledge?
 - a. Poor
 - b. Fair
 - c. Good
 - d. Excellent

4. Awareness of the Inuit Qaujimagatuqangit guiding principles and Inuit Societal Values: Rate how well you think your understanding has improved after attending this activity.
 - a. Poor
 - b. Fair
 - c. Good
 - d. Excellent

**EMPLOYEE RETENTION****Human Resource Manual****Cultural Immersion Day****Section 319**

5. Awareness of traditional lifestyle including harvesting and survival: Rate how well you think your understanding has improved after attending this activity.
 - a. Poor
 - b. Fair
 - c. Good
 - d. Excellent

6. Affect on yourself and co-workers: How would you rate this activity for improving teamwork and morale with your co-workers?
 - a. Poor
 - b. Fair
 - c. Good
 - d. Excellent

7. Safety and preparation: How would you rate this activity in terms of how prepared the group was and how safe you felt?
 - a. Poor
 - b. Fair
 - c. Good
 - d. Excellent

8. Would you like to attend another traditional immersion activity in the future?
 - a. Yes
 - b. No
 - c. I'm not sure

9. Can you apply what you have learned in this experience to day-to-day activities within your own position at the GN?
 - a. Yes
 - b. No
 - c. I'm not sure

 EMPLOYEE RETENTION	Human Resource Manual
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10. Other comments, suggestions, highlights or concerns?

	
JOB EVALUATION Job Descriptions	Human Resources Manual Section 401 (a)

JOB DESCRIPTIONS

PURPOSE

1. Every employee has a right to receive a statement of duties when they are initially hired. Managers are responsible for assigning work to the positions under their direction and for describing that work.

APPLICATION

2. This applies to all positions.

Positions in the senior management group can be described in the same format. However, the process described in Section 401 (b) Senior Management Job Descriptions provides a more thorough job description of the functions of management jobs.

DEFINITIONS

3. A **Job Description** is a written statement of the duties and responsibilities of a position. It also contains a description of the knowledge, skills and abilities required of an incumbent in order for the person to satisfactorily do the job. It lists the working conditions that may exist when the duties of each position are performed. Deputy heads are the final authority respecting the assignment of work and job description content within their departments or agencies.
4. A **Job** is either a unique position or a number of positions that are similar and are adequately described by one job description.
5. A **Position** is one specific job. An employee fills a position and is referred to as an incumbent.
6. **Responsibilities** are a set of related functions or tasks forming a significant part of a job.
7. **Task** means a unit of activity, which with other units, make up a responsibility.
8. **Job evaluation** is the analysis and evaluation of the required know-how, problem solving, accountability and working conditions of a position. Job evaluation establishes the relative value of a position within the Government.

	
JOB EVALUATION Job Descriptions	Human Resources Manual Section 401 (a)

PROVISIONS

- 9. Managers wishing to review job descriptions for comparable jobs in other departments must request job descriptions directly from the department concerned or the Department of Human Resources.
- 10. The job description must be approved by the Deputy Head (or equivalent) of the employing department or agency.
- 11. The approval date for a job description is normally the date that the position is created (new position) or has been re-written. However, the Deputy Head may indicate a more appropriate effective date to coincide with a departmental re-organization.
- 12. An explanation of the components of the job description follows. Please refer to the Job Description Writing Manual for complete and comprehensive instructions on job description development, including examples. The job description form is attached as Appendix A.

JOB DESCRIPTION FORMAT

13. **Section 1 - Identification**

The Identification Section should include, among other data elements, the position number, position title, department, division/region and location of the position.

In the case of a new position, enter the department code and the word NEW.

14. **Section 2 – Purpose**

A narrative statement explaining briefly why the position exists, including what the position does, within what context, and what overall result is expected of the position. This is not a summarized list of the responsibilities.

15. **Section 3 -Scope**

This section describes the impact the position has on the area in which it is located, the department, other departments, the government as a whole or the public. It also describes the importance of the impact.

	JOB EVALUATION Job Descriptions	Human Resources Manual Section 401 (a)
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16. **Section 4 - Responsibilities**

This section summarizes the major responsibilities and the expected outcomes of those responsibilities that will contribute to achieving the overall purpose of the position.

A job typically has 1 – 5 major responsibilities, and these responsibilities may be further clarified by describing 1 – 8 major activities involved in carrying out a specific responsibility.

Statements of responsibilities must provide the evaluators with the context within which the job is done and must include specific end results (outcomes).

17. **Section 5 - Knowledge, Skills and Abilities**

This section summarizes the minimum level of knowledge, skills and abilities (however obtained) required to competently perform the job.

Knowledge identifies the acquired information or concepts that are needed to carry out the responsibilities.

Skills describe the competencies needed by the incumbent.

Abilities describe natural talents or developed proficiencies required to perform the responsibilities of the job.

The knowledge, skills and abilities described in this section must be consistent with the scope and responsibilities sections.

Any bona fide (statutory) requirement for specific education, training or certification (i.e. Registered Nurse, Journeyman Electrician, 4th Class Stationary Engineer, P. Eng.) is included here.

For clarification purposes, a statement describing how an individual would typically acquire the knowledge, skills and abilities should be added at the end of this section.

18. **Section 6 - Working Conditions**

Working conditions describe the physical, environmental, sensory and mental demands of a position.

	
JOB EVALUATION Job Descriptions	Human Resources Manual Section 401 (a)

Frequency, duration and intensity, measured in time (i.e. every day, 7 ½ hours per day, two or three times a week, low, medium high intensity), documents the conditions of work, not the effect it may have on the incumbent.

Physical demands: Factors that produce physical stress or fatigue (i.e. handling of materials; lifting, stretching, pulling; working in awkward positions; other unusual circumstances).

Environmental conditions: Exposure to unavoidable physical and environmental factors, which increase the risk of accident, ill health or physical discomfort (i.e. exposure to toxic or unpleasant fumes; extremes of temperature, noise, vibration, dirt, dust; unavoidable exposure to hazardous substances, equipment and/or situations).

Sensory demands: Demands may include: reading, watching, studying, observing; smelling touching, attending to the nuances of sound; inspecting, proof reading, manual manipulation; operating equipment, monitoring computer terminals, technical trouble shooting.

Mental demands: jobs may have external factors that create the risk of mental or emotional fatigue and may include: lifestyle disruption caused by work schedules or travel requirements; boredom resulting from continuous repetition; concentrated attention for prolonged periods of time; lack of control over work pace or priorities; emotional deprivation resulting from isolation or lack of privacy; exposure to emotionally disturbing experiences.

19. **Section 7 –Certification**

All of the following signatures are required:

The supervisor's signature confirms that the duties described are those assigned to the position. These provide a basis for performance review.

The signature of the Deputy Head authorizes the creation of the position. **The Deputy Head’s (or delegate’s) signature must be included for the job description to be considered “official”.**



JOB EVALUATION
Job Descriptions

Human Resources Manual
Section 401 (a)

20. The effective date for the official assigning of the duties in the job description to the position is the date on which the Deputy Head signs the job description.
21. A current job description is provided to new employees. Employees are entitled to an up-to-date copy of the job description for their position on written request.
22. An organization chart is an important part of a job description as it provides a basis for determining a position's role within the organization and confirms the information in the job description. It also provides information about the other jobs that may influence the work in the job that is being described.
23. Standardized organization charts provide each department with an accurate picture of its organization. This also assists the evaluation process by providing required information in a common format. More information is available in Section 404 Preparing an Organization Chart.
24. The manager completes the job description and notifies the incumbent if the position is occupied. Guidelines on how to complete the job description are contained in the Job Description Writing Manual, which is available from the Department of Human Resources.
25. A 50% (fifty percent) change in duties of an encumbered position requires that a new position be created.
26. Departments are obliged, under Article 23, to identify and remove any unnecessarily inflated educational or experiential barriers.
27. The Senior Manager/Director signs the job description.
28. The Deputy Head reviews the job description and organization chart and signs both, indicating approval of the work assigned to the position and the job description content.
29. Departments are responsible for the creation, maintenance and on-going review of job descriptions and organizational charts.
30. Upon written request, a current job description and organization chart is provided to the incumbent of the position either by the manager or the Department of Human Resources.

	JOB EVALUATION Job Descriptions	Human Resources Manual Section 401 (a)
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AUTHORITIES AND REFERENCES

31. Main Collective Agreement with NEU
Article 32, Statement of Duties
32. Nunavut Public Service Act
Article 41(1.7), Excluded Employees
33. Job Description Writing Manual

CONTACTS

34. For clarification or more information on this topic contact:

Director Job Evaluation
Department of Human Resources
Iqaluit, Nunavut
975-6227



1. IDENTIFICATION

Position No.	Job Title	Supervisor's Position	
Department	Division/Region	Community	Location
Fin. Code:			

2. PURPOSE

Main reason why the position exists, within what context and what the overall end result is.

3. SCOPE

Describe the impact the position has on the area in which it works, or if it impacts other departments, the government as a whole, or the public directly or indirectly. How does the position impact those groups/individuals, the organization and/or budgets? What is the magnitude of that impact?



4. RESPONSIBILITIES

Describe major responsibilities and target accomplishments expected of the position. List the responsibilities that have the greatest impact on the organization first and describe them in a way that answers *why* the duties of the position are being performed. For a supervisory or management position, indicate the subordinate position(s) through which objectives are accomplished.

5. KNOWLEDGE, SKILLS AND ABILITIES

Describe the level of knowledge, experience and abilities that are required for satisfactory job performance.

Knowledge identifies the acquired information or concepts that relate to a specific discipline. *Skills* describe acquired measurable behaviours and may cover manual aspects required to do a job. *Abilities* describe natural talents or developed proficiencies required to do the job.

These requirements are in reference to the *job*, not the incumbent performing the job.

6. WORKING CONDITIONS

List the unavoidable, externally imposed conditions under which the work must be performed and which create hardship for the incumbent. Express frequency, duration and intensity of each occurrence in measurable time (e.g. every day, two or three times a week, 5 hours a day).

Physical Demands

Indicate the nature of physical demands and the frequency and duration of occurrences leading to physical fatigue or physical stress.



Environmental Conditions

Indicate the nature of adverse environmental conditions to which the jobholder is exposed, and the frequency and duration of exposures. Include conditions that increase the risk of accident, ill health, or physical discomfort.

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Sensory Demands

Indicate the nature of demands on the jobholder's senses. These demands can be in the form of making judgments to discern something through touch, smell, sight, and/or hearing. It may include concentrated levels of attention to details though one or more of the incumbents' senses.

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Mental Demands

Indicate conditions within the job that may lead to mental or emotional fatigue that would increase the risk of such things as tension or anxiety.

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7. CERTIFICATION

_____	_____
Employee Signature	Supervisor Title
_____	_____
Printed Name	Supervisor Signature
_____	_____
Date:	Date

	JOB EVALUATION Job Descriptions	Human Resources Manual Section 401 (a)
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I certify that I have read and understand the responsibilities assigned to this position.	I certify that this job description is an accurate description of the responsibilities assigned to the position.
Date	
I approve the delegation of the responsibilities outlined herein within the context of the attached organizational structure.	

8. ORGANIZATION CHART

Please attach Organizational Chart indicating incumbent’s position, peer positions, subordinate positions (if any) and supervisor position.

“The above statements are intended to describe the general nature and level of work being performed by the incumbent of this job. They are not intended to be an exhaustive list of all responsibilities and activities required of this position”.

 <p>JOB EVALUATION</p>	<p>Human Resources Manual</p>
<p>Job Description – Senior Management Positions</p>	<p>Section 401 (b)</p>

SENIOR MANAGEMENT JOB DESCRIPTIONS

PURPOSE

1. Although the Government of Nunavut utilizes a standard job description as described in Section 401(a), for all jobs, management jobs may be more effectively described using the format outlined in this section. Departments may use the format of their choice as long as the description contains all the required components for evaluation.

APPLICATION

2. These guidelines and procedures apply to all positions in the senior management group.

PROVISIONS

3. A job description (See Sample in Appendix A) generally does not generally exceed four, typewritten pages.
4. A senior management job description should:
 - clarify what functions and objectives the incumbent is paid to accomplish;
 - serve as a record of the agreement between the incumbent and the supervisor on work goals and objectives;
 - provide the basis for establishing criteria for recruitment, selection and placement;
 - serve as the foundation for developing performance standards and measures;
 - provide a basis for appraising an employee's performance;
 - serve as a means of communication for improved work planning and feedback;
 - provide a basis for identifying reasonable promotional ladders for employees.

JOB DESCRIPTION FORMAT

5. **General Accountability** - This section requires a brief, but specific, statement (3-4 lines) explaining why the senior management position exists.

 <p>JOB EVALUATION</p>	<p>Human Resources Manual</p>
<p>Job Description – Senior Management Positions</p>	<p>Section 401 (b)</p>

- What is its primary purpose for being included in the organization?
 - What is the person in this position responsible for achieving?
6. This section does not include a detailed list of how the activity is accomplished nor does it include a lengthy review of the operation, its problems, or the personal opinions of the person in the position. It states WHY the position exists.
7. The statement should clearly distinguish this job from all other ones. In particular, it should differentiate this job from the supervisor's job, from subordinate jobs and from different jobs at the same level.

EXAMPLES:

"The Director, Engineering, is accountable for the design of civil engineering components of capital projects to ensure they meet overall design concepts and for defining and maintaining the professional standard of all civil engineering in the organization through suitable controls and specifications."

"The Director of Operations is accountable for directing and controlling the purchasing, production and transportation functions to ensure cost-effective and timely production and shipping of products consistent with department policy and objectives."

8. Nature and Scope - This section should provide a clear, concise overview of the management position. The length of this section varies (1-3 pages) depending on the complexity of the position:
- To which position does the senior manager report?
 - What other jobs report to the incumbent's supervisor?

If the relationships between the jobs are not clear from the titles or context, add a sentence or so explaining the special relationships. There may be several jobs with the same title as the position being described. Are the jobs the same? If not, explain why and how the jobs differ.

- i. Organization of subordinate activities and composition of supporting staff:

 <p>JOB EVALUATION</p>	<p>Human Resources Manual</p>
<p>Job Description – Senior Management Positions</p>	<p>Section 401 (b)</p>

- List the positions reporting directly to the incumbent?
- What do they do (briefly) and how do they do it? (not why)
- How many fall within the senior manager's responsibility?
- Are there special relationships with or between subordinates?
- Are there any other noteworthy features?

In the case of a senior manager who may not be responsible for a supporting group or staff, this section outlines the relationships that the position has with other positions or departments. It should also include some typical examples of those relationships.

ii. Narrative describing the job.

This section includes information on the organization, division, department, and function, services and processes that give an understanding of the environment in which the position operates.

- What are the main responsibilities of the job?
- Where does the work come from?
- Where does it go?
- Why is this job there?

What does this job do?

- What are the methods used to achieve major objectives?
- What assistance is available and from whom?

What obstacles may have to be overcome?

- Describe the major technical and management challenges to the incumbent. Briefly give examples of difficult problems encountered by the incumbent and how these problems might be handled.

What are the nature and source of controls, which limit or extend the incumbent's ability to make final decisions?

- e.g. freedom to change prices or distribution methods, make capital expenditures, deploy staff or alter organization.

 <p>JOB EVALUATION</p>	<p>Human Resources Manual</p>
<p>Job Description – Senior Management Positions</p>	<p>Section 401 (b)</p>

- Is participation on committees or task forces required? Is there a responsibility for intergovernmental or community relations?
- What are the significant internal or external relationships?
- Is there anything not already covered but which is important for a clear understanding of the job?

9. **Dimensions** - in this section, measurable areas upon which the position has either direct or indirect impact are recorded. It will include data on the following:

- i. the number of people supervised
- ii. the annual payroll of those supervised
- iii. the annual operating budget
- iv. the annual cost of materials purchased or used
- v. capital budget
- vi. other significant indicators such as:
- vii. dollar value of claims processed
- viii. impact on departmental/organizational budget or payroll.

Note: Must use FMB approved budgets.

10. **Specific Accountabilities** - this section formally defines the end results of the job. This does not mean a list of activities or duties, but rather fairly broad statements of what the job is intended to accomplish.

11. Each accountability relates to an important end result, which must be accomplished and implies how, and how well, the end result is to be achieved. An example of this would be:

“Improve performance and assure management succession by acquiring, training, developing and motivating the division employees.”

12. For the most part, the four to eight specific accountabilities are derived from the information in the nature and scope. The main points made about the job in that section should be paralleled by specific accountabilities.

 <p>JOB EVALUATION</p>	<p>Human Resources Manual</p>
<p>Job Description – Senior Management Positions</p>	<p>Section 401 (b)</p>

13. A 50% (fifty percent) change in duties of an encumbered position requires that a new position be created.
14. The supervisor drafts a job description using the proper format.
15. Consultation with the incumbent on the draft job description is recommended at this point.
16. The supervisor and the Deputy Head sign the official, final version of the job description.
17. The Deputy Head forwards the job description to the Director Job Evaluation for evaluation.

CONTACTS

18. For clarification or more information on this topic contact:

**Director, Job Evaluation
Department of Human Resources
Iqaluit, Nunavut
975-6227**

 JOB EVALUATION	Human Resources Manual
Job Description – Senior Management Positions	Section 401 (b)

Director Research and Library Services

Subordinates

A total of six staff report directly to the Director of Corporate Services:

- Finance Manager**
- Management Systems Coordinators (2)**
- Facilities Manager**
- Human Resource Development Officer**
- Administration Services Officer**

Nature and Scope

Since the establishment of the Government in 1999, the Legislature has moved into a permanent building and has acted aggressively to establish the framework of operating procedures and policies essential to the effective operation of the newly elected body. The 19 members of the Legislative Assembly represent constituents in 28 widely scattered communities across Nunavut, spread out over 3 time zones. The Nunavut Legislative Assembly is one of only 2 operating in Canada with a consensus system of Government. The absence of party structures allows each member to vote with their conscience on any subject matter. Approval of any decision requires agreement by a majority of Members. Given the divergence of views and the variety of needs for each Member of the Legislative Assembly, the Director will be challenged to establish support systems that are responsive and flexible, but which incorporate controls allowing for conformance with the Financial Administration Act.

In the provision of human resource support to Members and staff, the Director must be mindful of the fact that, although the staff of the Legislative Assembly are public servants, the Management and Services Board, under the provisions of the Legislative Assembly and Executive Council Act, has the ability to suspend or vary the application of the Public Service Act as it applies to the employees of the Office of the Legislative Assembly. As well, the Board has the legal prerogative to determine the services to be provided to Members and can dictate the roles of officers of the Legislative Assembly. This is significantly different than the situation for other public servants and requires the Director to find creative ways of providing input to ensure that Board decision making takes into account the capacity of the system to respond.

The Director is the primary officer responsible for providing logistical services to Members. This ranges from making sure the Legislative Assembly building is

 JOB EVALUATION	Human Resources Manual
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maintained and repaired to an acceptable standard, through providing technical support for computer software and hardware, providing member travel services, paying Member indemnities and the salaries for constituency assistants, to purchasing and paying supplier invoices. In addition, the Director is accountable for budget development and control along with preparation of expenditure forecasts. These wide ranging responsibilities will challenge the Director to be an effective manager of his own time while utilizing proven staff motivational skills to get the maximum contribution possible from each employee.

Dimensions

Person Years: 9
O&M Budget: \$3.2 million
Capital Budget: N/A
Spending Authority: Full within budget

Specific Accountabilities

- Coordinating recruitment and the provision of a full range of human resource management services for the Legislative Assembly, including pay and benefits administration for Members, constituency assistants and staff;
- Coordinating Members travel and administering travel claims for the organization;
- Managing the maintenance, security and operation of the Legislative Assembly building;
- Providing information technology services to the Assembly, including purchasing and maintaining hardware and software to satisfy the needs of the organization;
- Planning and managing the workload of the Corporate Services Division and establishing priorities for subordinate staff;
- Evaluating or causing to be evaluated the performance of staff and providing staff development opportunities to allow staff to develop their professional capacity;

 JOB EVALUATION	Human Resources Manual
Job Description – Senior Management Positions	Section 401 (b)

- Coordinating the development of the capital and O&M budget for the Legislative Assembly;
- Providing standard financial management reports for the use of managers, coordinating the variance reporting process and developing financial projections to assist in budget management;
- Providing regular reports to the Clerk, individual MLAs and legislative committees as required. Written reports must be prepared, presented and/or tabled in Inuktitut and English;
- Preparing financial statements for the Members pension plans for purposes of audit and regular reporting, and advising Members of their benefits under the plans;
- Developing and implementing effective budget controls for the Legislative Assembly and assisting managers to manage the budget in accordance with the Legislative Assembly and Executive Council Act and the Financial Administration Act;
- Providing advice on the acts and the procedures pertaining to the holding of elections and plebiscites, including advice on the tax implications of these Acts;
- Participating in meetings of the Management Members Services Board as requested and providing professional financial advice;
- Interpreting the Financial Administration Act, the Income Tax Act, the Legislative Assembly and Executive Council Act, the Legislative Assembly Retiring Allowances Act, for the Clerk and Members of the Legislative Assembly;
- Participating as a member of the senior management team to develop and implement a long term vision for the Office of the Legislative Assembly;
- As the Senior Accounting Officer of the Legislative Assembly, the Director exercises spending and payment authority and ensures that budgeting and budget control, expenditure processing, revenue management and accounting are managed in accordance with the requirements of the Financial Administration manual.

	
JOB EVALUATION Evaluating a Position	Human Resources Manual Section 402

EVALUATING POSITIONS

INTRODUCTION

1. Positions are evaluated against pre-determined factors to determine their relative worth in the organization. The factors are:
 - know how
 - problem solving
 - accountability
 - working conditions

APPLICATION

2. This section applies to all employees, except:
 - positions in the Senior Management Group
 - positions in the Nunavut Teachers Association

DEFINITIONS

3. Re-evaluation means a change in the pay range of a position (either up or down).
4. Job Analysis is the process of identifying the duties and responsibilities of a position and expressing these in an authorized job description.
5. Job Evaluation is the process of assigning points to a position through a systematic process. The duties of the position are evaluated against the established criteria.

PROVISIONS

6. The effective date of a request for evaluation will be:
 - either the date the Deputy Minister signs and formally approves the job description, or;
 - a date greater than 60 days prior to the date of the Deputy Minister's signature. This will require a letter from the Deputy Minister indicating the requested effective date and the reasons

	
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why the effective date should be greater than 60 days. This letter is to be directed to the Deputy Minister of Human Resources.

7. A department submits a Job Evaluation and Staffing Action Request form with a copy of the current job description for the position and an organization chart to the Job Evaluation and Organization Design Division of the Department of Human Resources.
8. If bilingual bonus is requested for a position, a language requirement must be included in the knowledge, skills and abilities section of the job description.
9. A Job Evaluation Consultant reviews the job description and checks it to ensure that changes indicated on the request are reflected in the job description.
10. If required, the Job Evaluation Consultant contacts the manager or supervisor of the position for clarification. If it is determined that substantial changes have to be made to the job description then the request and job description will be returned to the department, board or agency. Minor changes can be made on the spot and initialed by the Job Evaluation Consultant.
11. A 50% (fifty percent) change in duties of an encumbered position requires that a new position be created.
12. The Job Evaluation Consultant evaluates the position based on the documentation submitted and information attained through consultation.
13. A copy of the completed Staffing / Job Evaluation Request form including the point rating will be sent to the following:
 - the employing department (administration)
 - the staffing consultant, if applicable
 - the position file (in Human Resources)
14. If any re-evaluation results in a pay change for an employee, the Job Evaluation and Organization Design Division will notify the Compensation and Benefits division of the Department of Finance.
15. A position cannot be submitted for re-evaluation during an incumbent's probationary period.



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Evaluating a Position

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JOB EVALUATION Evaluating a Position	Human Resources Manual Section 402

AUTHORITIES AND REFERENCES

16. Main Collective Agreement with NEU
Article 24.08(a) Downward Evaluations
Article 34, Job Evaluation
17. Human Resource Manual
Section 606, Exclusions
18. Human Resource Manual
Section 1505, Bilingual Bonus
19. Nunavut Public Service Act
Section 41 (1.7) Excluded Employees – General

CONTACTS

20. For clarification or more information on this topic contact:

Director Job Evaluation
Department of Human Resources
Iqaluit, Nunvut
975- 6227

 <p>JOB EVALUATION</p>	<p>Human Resource Manual</p>
<p>Senior Management Job Evaluation</p>	<p>Section 403</p>

SENIOR MANAGEMENT JOB EVALUATION

PURPOSE

1. The evaluation process determines the relative value of one management position to other management positions within the government. The Management Evaluation Plan uses the Hay methodology and is designed to evaluate positions on the basis of the following factors:
 - know-how;
 - problem-solving; and
 - accountability.

APPLICATION

2. These guidelines and procedures apply to all positions in the senior management group.

DEFINITIONS

3. **Senior Management Jobs** are characterized by the following:
 - (1) Accountability for program planning, design, organization and coordination, staffing delivery and control, of departmental programs; and
 - (2) Accountability for the planning, design, organization, and coordination, staffing, delivery and control of major service systems (i.e., finance, planning, human resources, etc.) in support of departmental programs.

Typically, these jobs have **all of the following:**

- subordinate managerial positions;
- formal budgets for their own areas of accountability;
- responsibility to analyze and recommend policy changes within areas of expertise; and
- job titles such as ADM, or Director or equivalent.

 <p>JOB EVALUATION</p>	<p>Human Resource Manual</p>
<p>Senior Management Job Evaluation</p>	<p>Section 403</p>

They are not senior subject matter specialists as such, although frequently their managerial accountability requires a substantial degree of subject matter expertise.

4. Only Deputy Heads are authorized to recommend positions to be included in the management group.
5. Each Senior Management Evaluation Committee (SMEC) member will take training on the Hay Job Evaluation System

PROVISIONS

6. The Deputy Head writes to the Deputy Minister of Human Resources requesting that an existing management position be reviewed or a new position be included in the Senior Management group. The letter should be supported with:
 - An approved job description in the Hay Plan format;
 - An approved organization chart showing the positions within the responsibility of the manager; and
 - An approved request form outlining additions or deletions of responsibilities.
7. The Director of the Job Evaluation Division will:
 - Ensure that changes have been approved in keeping with the Government Organization Policy;
 - Conduct a comparative analysis and listing of similar senior management positions within the Government;
 - Co-ordinate a meeting and agenda for the SMEC to deal with the request(s);
 - Ensure that the SMEC meets quarterly unless there is a requirement to meet more often.
8. The Senior Management Evaluation Committee is made up of:
 - The Deputy Minister of Human Resources, who is the Chair;
 - The Deputy Head responsible for the Senior Personnel Secretariat;
 - A minimum of two other Deputy Heads; and
 - The Director, Job Evaluation, who is the Committee Secretary.

 <p>JOB EVALUATION</p>	<p>Human Resource Manual</p>
<p>Senior Management Job Evaluation</p>	<p>Section 403</p>

9. The Senior Management Evaluation Committee evaluates the position after discussing the evaluation request with the appropriate Deputy Head. The requesting Deputy Head is not present during the evaluation of the position.
10. The individual points for each factor and the total points for the position are compared to evaluations of other senior management positions to ensure consistency of evaluations.
11. Once the decision of the Senior Management Evaluation Committee is reached, the Deputy Minister of Human Resources advises the Deputy Head of the approved rating.
12. The Deputy Head will determine the effective date, including any matters of retroactivity. Retroactivity, from the date of the Committee's decision, is not to exceed 60 days without approval of the Deputy Minister of Human Resources. The Departmental Human Resource Office will notify Compensation and Benefits of the appropriate pay action.
13. Decisions of the Senior Management Evaluation Committee are final and binding with no right of appeal by the incumbent. Only the employing Deputy Minister can file an appeal. The appeal is submitted directly to the Deputy Minister of Human Resources.

CONTACTS

14. For clarification or further information please contact:

**Director Job Evaluation
Department of Human Resources
Iqaluit, Nunavut
975-6227**

	JOB EVALUATION	Human Resource Manual
	Preparing an Organization Chart	Section 404

PREPARING AN ORGANIZATION CHART

PURPOSE

1. Organization charts give an overview of where a position fits in an organization. It gives the viewer a visual snapshot of the reporting relationships and the relationship of a position to other positions in the department/division.
2. Standardized organization charts provide each department with an accurate record of its organization. This also supports the evaluation process by providing required information in a common format.

APPLICATION

3. These guidelines and procedures apply to all departments, boards and agencies.

PROVISIONS

4. Charts sent to the Division of Job Evaluation and Organization Design in the Department of Human Resources must be originals (not photocopies), signed by the Deputy Head.
5. Charts must be on 8½ x 11 or 8½ x 14 paper.
6. Charts must be updated to reflect organizational changes (i.e., transfer of positions, addition of new positions, deletion of existing positions, changes in reporting relationships).
7. Organization charts have a separate box for all indeterminate, term, seasonal and part-time positions.
8. Organization charts do not include the following:
 - casual positions
 - acting responsibilities, or
 - positions where the person year (PY) and salary funds have not yet been allocated
 - employee name

 <p>JOB EVALUATION</p>	<p>Human Resource Manual</p>
<p>Preparing an Organization Chart</p>	<p>Section 404</p>

9. The reporting relationship indicated on the charts matches that on the related job descriptions. When reporting relationships change, the job description(s) affected is revised and the organization chart is updated to reflect the change.
10. The position title used in a box is the same as the title on the job description. It also matches the position title on the establishment report.
11. The following instructions apply to organization chart format.

Lines:

- A solid line connects boxes indicating direct line reporting relationships, e.g. between a supervisor and a supervised position.
- The line of authority always drops DOWN from the base of the supervisor's position box.
- The line of authority to a supervised position always enters the box at the top or the side.
- A broken line indicates functional reporting relationship, e.g., when functional and/or technical guidance/direction is provided, but not direct supervision.

Boxes:

- A solid line box indicates the position is indeterminate.
- A broken line box indicates the position is a seasonal, part-time, term or a trainee position.
- As a guiding principle boxes for positions within a division should be grouped by location (community).

Charts:

- Charts are numbered in sequential order, usually starting with the Directorate.
- An index of charts lists the organization's various divisions and regions with their chart numbers. The Index should be attached to the original charts submitted to the Job Evaluation and Organization Design Division of the Department of Human Resources and updated as necessary.

12. Each chart identifies the following:
 - department, board or agency
 - division, section or unit
 - headquarters or region
 - location (community)
 - chart number
 - signature block with title of the authorizing officer, and date approved

	
JOB EVALUATION Preparing an Organization Chart	Human Resource Manual Section 404

13. The following are identified in each position box:

- the position title
- the position number
- the expiry date of a term position
- location, if different from chart location

See Appendix A for a sample organization chart.

14. The department prepares the organization chart to reflect organization change.
15. The Deputy Head, or authorized designate, approves the organization chart.
16. Updated organization charts are sent to the Job Evaluation and Organization Design Division of the Department of Human Resources.

AUTHORITIES

17. Government of Nunavut Organization Policy

CONTACTS

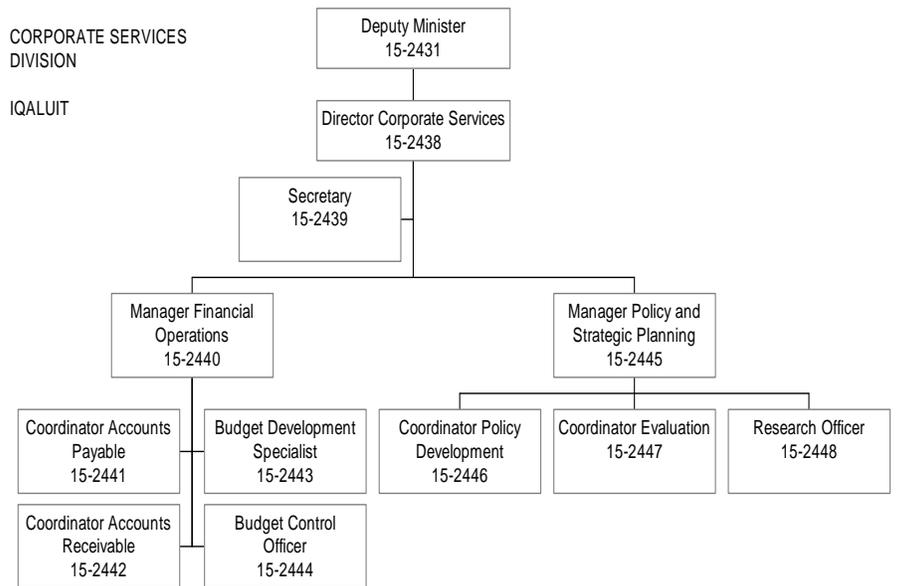
18. **Director Job Evaluation**
Department of Human Resources
Iqaluit, Nunavut
975-6227



APPENDIX A

SAMPLE ORGANIZATION CHART

DEPARTMENT OF PUBLIC SERVICES



APPROVED _____

	HIRING PROCESS	Human Resource Manual
	The Hiring Process	Section 501

THE HIRING PROCESS

PURPOSE

1. All appointments to public service positions are governed by the *Public Service Act* and associated regulations and the provisions of Article 23 of the Nunavut Land Claims Agreement.
2. The following sections provide supervisors and staffing practitioners with guidelines to ensure that appointments are made in a manner consistent with the *Public Service Act* and the goals of the Government of Nunavut (GN)

APPLICATION

3. The following guidelines apply to all departments. They also apply to the boards and agencies of the GN whose hiring is conducted pursuant to the *Public Service Act*.

DEFINITIONS

4. **Appeal Right** GN employees and NEU beneficiaries with hiring priority under the Priority Hiring Policy have the right to appeal an appointment to a position within the Nunavut Employee's Union (NEU) bargaining unit. If notified in writing, the applicants have ten (10) full working days from the date of the letter to appeal; if notified by phone, the applicants have four (4) full working days to appeal.
5. **Continuous Service** for a casual employee means service with the GN, including employment periods with different departments, not broken by more than twenty (20) working days. This means that if an employee has a break of exactly twenty (20) working days, they do not have a break in service.
6. **Criminal Record Check** means a search of police records to provide information on convictions and any outstanding charges under the law.
7. **Certified Criminal Record Check** means an additional search that is performed against the central repository of Canadian criminal records managed by the RCMP. It provides details of a criminal record. This requires 150 days or more to complete and ensures positive identification via fingerprinting.

**HIRING PROCESS****The Hiring Process****Human Resource Manual****Section 501**

8. **Equivalencies** are the various combinations of education, experience knowledge and skills required to do the essential duties of the job.
9. **Personal Interviews** are interviews conducted in person with the candidate.
10. **Qualified** means applicants meet predetermined staffing requirements. These are set out by the Selection Committee in the screening criteria.
11. **Selection Committee** usually includes, but is not necessarily restricted to, a staffing practitioner, the supervisor of the position being filled and a technical expert. Persons from outside the Public Service may be asked to participate when assessment of applicants requires knowledge or expertise in professional, technical or cultural matters that it is not readily available among Public Service employees. It might also be in the best interest of the communities to solicit assistance outside of the Public Service. Every reasonable effort will be made to include a Nunavut Land Claims Beneficiary (NLCB) on the selection panel which usually includes three (3) members, but may have four (4) members, in certain circumstances.
12. **Staffing Practitioner** is a person designated by the department to co-ordinate the recruitment process.
13. **Suitable** applicants demonstrate during their interviews that they can apply their knowledge, skills and abilities to successfully perform in the position for which they applied.
14. **Telephone Interviews** are interviews which are conducted by telephone with the candidate.
15. **Testing** is the process used to measure competency in skills which are essential to a position. Examples of skills include, but are not limited to:
 - Typing/keyboarding
 - Preparation of documents
 - Spreadsheet preparation
 - Oral presentations
 - Lesson Plans
16. **Video Conferences** are interviews where the candidate and the Selection Committee communicate with the use of video technology.

	HIRING PROCESS
The Hiring Process	Human Resource Manual Section 501

GUIDING PRINCIPLES

17. The Government's hiring practises will respect the need to conform to the requirements outlined in Pinasuaqtavut, and will reflect Inuit societal values as implemented through the core Inuit Qaujimajatugangit (I.Q.) principles in the operation of the public service.
- **Pijitsirniq.** The concept of serving (a purpose or community) and providing for (family and/or community);
 - **Aajiiqatigiingniq.** The Inuit way of decision-making. The term refers to comparing views and taking counsel;
 - **Pilimmaksarniq.** The passing on of knowledge and skills through observation, doing and practice;
 - **Piliriqatigiingniq.** The concept of collaborative working relationships or working together for a common purpose;
 - **Avatittinnik Kamattiarniq.** The concept of environmental stewardship with the understanding that the human community is part of the greater earth or land community;
 - **Qanuqtuurniq.** The concept of being resourceful to solve problems and seeking solutions;
 - **Tunnganarniq.** Fostering good spirit by being open, accepting and inclusive;
 - **Ikpigusuttiarniq.** Caring for others, taking their situations and who they are into account;
 - **Inuuqatigiitsiarniq.** Respect for others and treating others equally is a characteristic the elders have always stressed in their words of advice (uqaujuusiat). Government practices should promote impartiality.

	
HIRING PROCESS The Hiring Process	Human Resource Manual Section 501

AUTHORITIES AND REFERENCES

18. *The Nunavut Public Service Act*
Sections 16-22
19. *The Nunavut Land Claims Agreement*
Article 23
20. *Nunavut Human Rights Act*
21. *Canadian Charter of Human Rights and Freedoms*
22. *Canadian Human Rights Act*
23. *Priority Hiring Policy*

CONTACTS

24. For clarification or further information, please contact:

Director Staffing
Department of Human Resources
Iqaluit, Nunavut
975-6224

or

Directors Community Operations
Department of Human Resources
Igloolik – 934-2024
Rankin Inlet – 645-2954
Cambridge Bay – 983-4060

	
HIRING PROCESS Priority Hiring	Human Resource Manual Section 502

PRIORITY HIRING

PURPOSE

1. In accordance with the provisions of the Nunavut Land Claims Agreement, the Government of Nunavut (GN) is committed to the creation of a public service that is competent and representative of the Inuit population.

APPLICATION

2. The following guidelines apply to all departments. They also apply to the boards and agencies of the GN whose hiring is conducted pursuant to the *Public Service Act*.

DEFINITIONS

3. **Inuit Beneficiaries** means those persons who are enrolled as beneficiaries under the Nunavut Land Claims Agreement.

PROVISIONS

4. The Government of Nunavut is committed to filling government positions through a competitive process, except where it is in the best interests of the public service to fill a position without competition.
5. People with layoff status who fulfill the qualifications will be given priority over all other candidates. Nunavut Land Claims Beneficiaries on layoff status shall be given priority over Non-Inuit with layoff status.
6. The selection committee will rank qualified, suitable applicants of the same priority by competencies met following interviews.
7. Recognizing the serious under-representation of Inuit in the Nunavut public service, Nunavut Land Claims Beneficiaries who meet the required qualifications for positions will be given priority over other applicants.
8. Applicants are encouraged to identify their eligibility for priority consideration when applying for a government position. This may be confirmed with the NTI Enrollment List
9. The Department of Human Resources will advise potential applicants about the Government's Priority Hiring policy by referring to the policy in advertisements and competition posters.

	HIRING PROCESS	Human Resource Manual
	Priority Hiring	Section 502

10. The Government will, in its hiring practices, conform to the *Nunavut Human Rights Act*, the *Canadian Charter of Rights and Freedoms*, the *Canadian Human Rights Act*, and *Article 23 of the Nunavut Land Claims Act*.

AUTHORITIES AND REFERENCES

11. *The Nunavut Public Service Act*
Sections 16-22
12. *The Nunavut Land Claims Agreement*
Article 23
13. *Nunavut Human Rights Act*
14. *Canadian Charter of Human Rights and Freedoms*
15. *Canadian Human Rights Act*
16. *Priority Hiring Policy*

CONTACTS

17. For clarification or further information, please contact:

**Director Staffing
Department of Human Resources
Iqaluit Nunavut
975-6224**

	HIRING PROCESS	Human Resource Manual
	Starting A Competition	Section 503

STARTING A COMPETITION

PURPOSE

1. This section provides the procedures for starting a competition to fill a position within the Government of Nunavut (GN).

APPLICATION

2. The following guidelines apply to all departments. They also apply to the boards and agencies of the GN whose hiring is conducted pursuant to the *Public Service Act*.

PROVISIONS

3. The GN staffing process is designed to comply with the Public Service Act, Article 23 of the Nunavut Land Claims Agreement, Human Rights Legislation, Access to Information and Protection of Privacy Act, the Nunavut Employees' Union Collective Agreement, the Nunavut Teachers Association' Collective Agreement, and the Senior Management and Excluded Employees' Handbooks.
4. The Department of Human Resources will provide direction and leadership in the staffing process. However, it should be noted that this process is collaborative and cooperative with the selection committee and hiring departments.
5. When a supervisor identifies the need to fill a position, the following are required:
 - a Job Evaluation & Staffing Action Request form signed by the delegated signing authority;
 - an updated and approved job description; and
 - an organization chart.
6. When preparing the Job Evaluation & Staffing Action Request form, the hiring department should follow these procedures;
 - Have the Deputy Minister or an individual with delegated hiring authority sign and date a Job Evaluation & Staffing Action Request form, an updated job description and an organizational chart;
 - Complete a Job Evaluation & Staffing Action Request form whether this is an existing or new position;

 HIRING PROCESS	Human Resource Manual
Starting A Competition	Section 503

- For a new position, confirm with Job Evaluation that the position has been evaluated and has been assigned a position number;
- Determine the position type: i.e. indeterminate, term, seasonal or part-time. If it is not full-time, the position type will need to be identified in the job ad/poster.
- A term position that is for less than four months may be filled through the casual employment process to save time and advertising costs. Refer to the section on Casual Employment in the NEU Collective Agreement for more information.
- Under Article 23 of the Nunavut Land Claims Agreement, it is required that departments identify and remove any unnecessarily inflated educational or experiential barriers contained in job descriptions. Human Resources will review job descriptions and ensure compliance.

AUTHORITIES AND REFERENCES

7. *The Nunavut Public Service Act*
Sections 16-22
8. *The Nunavut Land Claims Agreement*
Article 23
9. *Nunavut Human Rights Act*
10. *Canadian Charter of Human Rights and Freedoms*
11. *Canadian Human Rights Act*
12. *Priority Hiring Policy*

 HIRING PROCESS	Human Resource Manual
Starting A Competition	Section 503

CONTACTS

13. For clarification or further information, please contact:

**Director Staffing
Department of Human Resources
Iqaluit, Nunavut
975-6224**

or

**Directors Community Operations
Department of Human Resources**

- **Igloolik - 934-2024**
- **Rankin Inlet - 645-2954**
- **Cambridge Bay - 983-4060**

 <p>HIRING PROCESS</p>	<p>Human Resource Manual</p>
<p>Appointments Without Competition</p>	<p>Section 504</p>

APPOINTMENTS WITHOUT COMPETITION

PURPOSE

1. Wherever it is in the best interests of the people and the Government of Nunavut, all positions in the public service of the Government of Nunavut will be filled through the competition process. However, there are circumstances where appointments without competition are both necessary and justified. Clear guidelines are needed to ensure that the practices are consistent and controlled, within well-defined procedures.

APPLICATION

2. The following guidelines apply to all departments. They also apply to the boards and agencies of the GN whose hiring is conducted pursuant to the *Public Service Act*.

PROVISIONS

3. There are four (4) types of appointments without competition:
 - direct appointments (term or indeterminate);
 - transfer assignments (3 year maximum);
 - secondments (usually 1-3 years); and,
 - employees affected by lay-off or restructuring.

Please note: Only a direct appointment requires Cabinet approval.

Direct Appointments

4. Appointments without competition shall only be requested and approved under the following circumstances:
 - The appointment assists the Government of Nunavut and the department in fulfilling its obligations under Article 23 of the *Nunavut Land Claims Agreement* and the Priority Hiring Policy;
 - The position must be filled without delay to complete projects that are government priorities and which could not be successfully completed on time, if the employee were to be hired through the competitive process.

 <p>HIRING PROCESS</p>	<p>Human Resource Manual</p>
<p>Appointments Without Competition</p>	<p>Section 504</p>

- The position is sufficiently specialized that there is a limited body of potential candidates in Nunavut to do the work and only one individual can be identified to take on the job.
 - There are no potential candidates for the specialized position in Nunavut and an outside candidate with all the required qualifications is available on short notice.
 - A candidate who is available from within the public service of the Government of Nunavut or who is a former employee of the Government, either of whom would have the benefit of experience and knowledge that would allow them to be immediately productive without the need for a protracted period of training or orientation;
5. The Deputy Minister of the sponsoring department shall prepare a Request for Decision (RFD) document requesting approval for an appointment without competition. The RFD must contain the signature of the Deputy Minister of the hiring department to be considered.
6. The RFD (without the Minister's signature) will be submitted to the Department of Human Resources who will review the request for the following:
- consistency with one or more of the approved rationale;
 - a reasonable match between the job description and the candidate's skill sets and work experience as described in a current resume (the candidate should meet the screening criteria if the position were filled through the competitive process);
 - information about performance of the individual;
 - information on what the sponsoring department has done to staff the position; and
 - for positions of trust or highly sensitive positions, a criminal record check must be completed.

 <p>HIRING PROCESS</p>	<p>Human Resource Manual</p>
<p>Appointments Without Competition</p>	<p>Section 504</p>

7. Included with the submission shall be the following documents:
 - an updated and approved job description;
 - a signed staffing action request/job evaluation form;
 - an updated and approved organizational chart; and,
 - a current resume of the candidate being considered for direct appointment.

8. If the submission fails to meet all of the above conditions it will be returned to the department for resubmission to Human Resources to be staffed under the competitive process.

9. If the submission meets the requirements of provisions 6 and 7, the RFD will be returned to the department for the Deputy to brief the Minister and obtain the Minister's signature. If the Minister agrees, the signed RFD is then resubmitted to Human Resources Headquarters.

10. Human Resources will prepare a package for submission to the Secretary to Cabinet for inclusion on the next available Cabinet agenda. The package will include the original documents and one complete copy of the direct appointment request. In addition, the package will include seventeen (17) copies of the Department of Human Resources review and the Departmental RFD.

11. Upon Cabinet approval, the Secretary to Cabinet will prepare and submit to Human Resources a Cabinet Extract documenting the direct appointment approval.

12. Upon receipt of the Cabinet Extract, Human Resources will prepare a job offer to the appointee.

13. Upon receipt of the signed job offer, Human Resources will prepare and submit to the Department of Finance, all the required information for processing of payroll and benefits.

	HIRING PROCESS	Human Resource Manual
	Appointments Without Competition	Section 504

Transfer Assignments

14. Department can choose one of the following three options to implement a transfer assignment :
 - Option A – Non Competitive Transfer Assignment
 - Option B – Competitive Internal Transfer Assignment
 - Option C – Competitive Inter-departmental Transfer Assignment
15. Transfer assignments are temporary opportunities for current GN employees to develop new skills or to provide expertise in a particular field to assist the department in delivering programs or services.
16. Transfer assignments are temporary in nature and can run to a maximum of three years including all extensions. Transfer assignments can be between individual departments (inter-departmental) or within a department (intra-departmental)
17. Transfer assignments are often promotional in nature and as such are limited with regard to salary determination. For additional information on salary determination refer to section 1809 in the Human Resources Manual.
18. Salary determination on transfer assignments for NEU or excluded to senior management positions can be negotiated with the department and require Deputy Head approval.
19. When employees accept a transfer assignment they must accept the terms and conditions of the assigned position including any transfer to a different bargaining unit.
20. Upon completion of the transfer assignment, under option A the employee is guaranteed to return to their former position. Under option B and C the employee is guaranteed to return to their former position or to a comparable position with the original hiring department or to the transfer assignment position.
21. All transfer assignments must be signed off by the employee, the Deputy Heads and submitted to Human Resources Headquarters for review. The Deputy Minister of Human Resources will sign off on acceptable transfer assignments and HR will initiate any pay actions required.

	HIRING PROCESS	Human Resource Manual
	Appointments Without Competition	Section 504

22. Transfer assignment can be amended with the agreement of all parties or terminated with 30 days notice by any party.
23. Employees applying on option B and C must have written support from their Deputy Minister included with their application.
24. Additional information on transfer assignments may be found in section 308 of this manual.

Secondments

25. A secondment is the temporary assignment of a government employee to a position in an outside organization, or an individual with a position in an outside organization to a position with the government.
26. Secondments provide a process for the Government or an outside agency to meet their short term human resource needs when those needs cannot be effectively met through the staffing process, or to address the career development of employees to satisfy future needs within the Government.
27. Secondments are not exclusively for the purpose of career development. However, they must provide a residual benefit to the Government by developing an employee's knowledge, skills, abilities and experience necessary to help the Government achieve its goals.
28. The receiving organization usually pays the full costs associated with the secondment including all salary, benefits, travel, administrative costs as well as those for moving to and from the secondment location and any other related expenses. There may be situations, however, where there will be cost-shared arrangements.
29. To be considered for a secondment, an employee must meet the following criteria:
 - have indeterminate employment status;
 - have completed the probationary period;
 - have a current positive performance appraisal; and,
 - have formally requested and been granted approval from the Deputy of the employing organization.
30. A template for secondments is available in the public folders.

 <p style="text-align: center;">HIRING PROCESS</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Appointments Without Competition</p>	<p style="text-align: center;">Section 504</p>

31. Additional information on secondments may be found in section 307 of this manual.

Lay-offs

32. Lay-off means an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function and who is suitable for continued in the public service.
33. Priority staffing privileges exist for employees that have been identified for lay-off.
34. Indeterminate public service employees whose positions will be eliminated or transferred to another community are provided with written notice of affected employee status and, in some cases, Layoff Notice by the Department of Human Resources. In the case of term employees, every effort is made to continue employment for the remainder of their term.
35. The Department of Human Resources is responsible for ensuring that affected employees are considered for all vacant positions within their departments before advertising vacancies as open competitions.
36. Additional information on lay-offs may be found in section 1802 (d) of this manual.

AUTHORITIES AND REFERENCES

37. *Nunavut Public Service Act*
Sections 16-22
38. *Nunavut Land Claims Agreement*
Article 23
39. *Nunavut Human Rights Act*
40. *Canadian Charter of Human Rights and Freedoms*
41. *Canadian Human Rights Act*
42. *Priority Hiring Policy*

 HIRING PROCESS	Human Resource Manual
Appointments Without Competition	Section 504

CONTACTS

43. For clarification or further information, please contact:

**Director Staffing
Department of Human Resources
Iqaluit, Nunavut**

Or

**Directors Community Operations
Department of Human Resources**

- **Igloolik**
- **Rankin Inlet**
- **Cambridge Bay**

	HIRING PROCESS	Human Resource Manual
	The Selection Committee	Section 505

THE SELECTION COMMITTEE

PURPOSE

1. This section will guide Human Resource Practitioners through the establishment of selection committees for all competitions.

APPLICATION

2. The following guidelines apply to all departments. They also apply to the boards and agencies of the GN whose hiring is conducted pursuant to the *Public Service Act*.

PROVISIONS

3. The departmental selection committee members are identified on the staff requisition. Departmental representation should be restricted in number to two or three members at the maximum. To maintain compliance with Article 23 of the Nunavut Land Claims Agreement, it is recommended that departments appoint a Nunavut land claims beneficiary to the selection committee for each competition. This may not always be practical or possible but every attempt should be made to comply with this requirement.
4. The Staffing Practitioner should ensure the selection committee members are familiar with the various staffing policies and procedures. The issue of confidentiality is critical to the integrity of the staffing process. The committee members must understand the importance of keeping the staffing process completely confidential.
5. The selection committee is responsible for applying the Priority Hiring Policy, lay-off, decentralization and any other GN staffing policies in effect, including:
 - determining the qualifications and equivalencies required for the position. (screening criteria).
 - reviewing the content of advertisements and getting approval from the hiring department;
 - preparing a short-list of qualified candidates to be invited for interviews. Staffing practitioners will pre-screen the competition file in preparation for the actual screening. Only Nunavut Land Claim Beneficiaries are considered under the Priority Hiring Policy;

	HIRING PROCESS The Selection Committee	Human Resource Manual Section 505
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- once Priority Hiring Policy has been applied, consideration will be given to GN employees and applicants who have fulfilled a one (1) year Nunavut residency requirement prior to consideration of other candidates.
 - preparing a list of questions including identification of essential skills, knowledge or ability questions, and work assignments that address the skill sets required for the position;
 - interviewing candidates; and
 - assessing information obtained in the reference and/or criminal record checks to confirm interview ratings, candidate rankings and to determine the proposed appointee.
6. To maintain consistency, full participation is required from all members of the selection committee for the entire staffing process. If a committee member changes, the new member must review, sign and date the selection criteria and review all applications and agree with the short list for interviews. All members of the selection committee have input into the final hiring decision.

Community Involvement

7. Community members who will represent the interests of either the community or the Region/Area as a whole, (i.e. a Regional Council, a Hamlet Council member or District Educational Authority representatives) can be included in the selection process.
8. Participation of persons from outside the Public Service may be allowed when assessment of applicants requires knowledge or expertise in professional, technical or cultural matters which is not readily available among Public Service employees or when it is in the best interest of the communities to do so.
9. The size of the selection committee should be small enough to be manageable. Involving too many special interest groups can make the work of the selection committee too cumbersome. Three members is the norm, and in special circumstances four members are acceptable.

	
HIRING PROCESS The Selection Committee	Human Resource Manual Section 505

AUTHORITIES AND REFERENCES

10. *The Nunavut Public Service Act*
Sections 16-22
11. *The Nunavut Land Claims Agreement*
Article 23
12. *Nunavut Human Rights Act*
13. *Canadian Charter of Human Rights and Freedoms*
14. *Canadian Human Rights Act*
15. *Priority Hiring Policy*

CONTACTS

16. For clarification, or further information, please contact:

Director Staffing
Department of Human Resources
Iqaluit, Nunavut
975-6224

or

Directors Community Operations
Department of Human Resources

- **Igloolik** - 934-2024
- **Rankin Inlet** - 645-2954
- **Cambridge Bay** - 983-4060

	HIRING PROCESS	Human Resource Manual
	Advertising	Section 506

ADVERTISING

PURPOSE

1. These procedures are designed to promote consistency and a reasonable level of control for all government recruitment advertising.

APPLICATION

2. The following guidelines apply to all departments. They also apply to the boards and agencies of the GN whose hiring is conducted pursuant to the *Public Service Act*.
3. Advertising will vary from department to department. However, as minimum the advertisement must include:
 - the job title, department and location;
 - job responsibilities;
 - qualifications;
 - salary;
 - closing date; and
 - where to send applications.
4. The basic combination of education and experience should be used in the advertisement. The key job responsibilities are also included in the advertisement in a manner that makes the position as appealing as possible.
5. Some staffing practitioners avoid writing the specific number of years of required experience in the job ad. Instead, they use words such as “some”, “several” and “extensive”. These words are defined differently by different people. If one of these is used in the job poster, you must identify a specific amount of experience or education in the screening criteria. There might be a need to defend why a certain level of experience is a requirement for this position as it may be perceived as an artificially inflated barrier to Inuit employment.
6. If there is a need to ask for a number of years of experience, give a range such as “1 to 3 years of experience.” This approach will give prospective applicants the specific number of years of experience needed to qualify. However, it should be noted that using this criteria, an individual with only

	
HIRING PROCESS	Human Resource Manual
Advertising	Section 506

one year of experience and another individual with three or more years of experience would both meet the screening criteria.

7. When preparing the advertisement:

- open the ad with a sentence that will catch peoples' attention;
- emphasize what makes the job interesting or challenging;
- use plain language and short sentences and avoid technical language;
- use adjectives to make the ad more interesting to read;
- use active verbs;
- make sure the qualifications listed in the ad are consistent with section 5 of the job description;
- use examples such as; The successful candidate will be responsible for the writing of various documents including policy, discussion, and option papers for the department;
- review your draft several times to ensure accuracy;
- have the hiring department sign off on the approved ad, place a copy in the competition file and advertise appropriately.

AVOID:

- using government jargon or unnecessary technical terms;
- asking for government specific skills or experience; e.g. Experience with the Government payroll system (ADP), as that may only be obtained by working for the GN. Instead, ask for experience in a computerized financial system. Do not ask for experience in interpreting the Nunavut Employee's Union (NEU) Collective Agreement. Instead, ask for experience in interpreting collective agreements, legislation, policies, etc.
- listing all the duties of the position in one long sentence;

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	Advertising	Section 506

- recycling old ads over and over again;
- giving an inaccurate view of the position by focusing on all the good aspects of the job and not including the more challenging or less appealing duties;

AUTHORITIES AND REFERENCES

8. *The Nunavut Public Service Act*
Sections 16-22
9. *The Nunavut Land Claims Agreement*
Article 23
10. *Nunavut Human Rights Act*
11. *Canadian Charter of Human Rights and Freedoms*
12. *Canadian Human Rights Act*
13. *Priority Hiring Policy*

CONTACTS

15. For clarification or further information, please contact:

**Director Staffing
Department of Human Resources
Iqaluit, Nunavut
975-6224**

or

**Directors Community Operations
Department of Human Resources**

- **Igloolik** - 934-2024
- **Rankin Inlet** - 645-2954
- **Cambridge Bay** - 983-4060

	
HIRING PROCESS Advertising	Human Resource Manual Section 506

Job Ad - NEU

Government of Nunavut Employment Opportunity

**Motor Vehicles Clerk
Economic Development & Transportation
Iqaluit, Nunavut**

Reporting to the Manager of Services and Inspections the Motor Vehicles clerk will be responsible for providing registries and licensing advice, maintains data on accidents and convictions and be responsible for inventory. You will also receive and process payments, make deposits, verify client identification and issue licenses, vehicle registration and general identification cards.

The ideal candidate should have a Grade 12 diploma. The incumbent should have experience in an office environment and strong computer skills as well as customer service experience. The incumbent should possess good oral and written communication skills. Fluency in Inuktitut and English is required of this position.

Knowledge of Inuit language, communities, culture, land and Inuit Qaujimagatugangit is an asset.

Equivalencies that consist of a combination of education, knowledge, skills and abilities to formal education and experience requirements will be considered

This position is included in the Nunavut Employees Union and has a starting salary of \$46,293.00 per annum, plus a Northern Allowance of \$12,109.00 per annum

**REFERENCE: #01-0506-15-036MJ
2005**

**Closing Date: June 10,
2005**

**Write to: Department of Human Resources
Government of Nunavut,
P.O. Box 1000, Station 430, Iqaluit, Nunavut X0A 0H0
Phone: (867) 975-6222 Toll Free # 1-888-668-9993
Fax: (867) 975-6220 e-mail: gnhr@gov.nu.ca**



- *The Government of Nunavut is committed to create a more representative workforce, so that it can better understand and serve the needs of Nunavummiut.*
- *Priority will be given to Nunavut Land Claims*

	
HIRING PROCESS	Human Resource Manual
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Beneficiaries.

- *Only the candidates selected for interviews will be contacted.*
- *Job descriptions may be obtained by fax or email*
- *Employment in some positions requires an acceptable criminal record check. Possession of a criminal record will not necessarily disqualify candidates from further consideration.*

Job Ad – Excluded

Government of Nunavut Employment Opportunity

**Senior Policy Analyst
Department of Economic Development & Transportation (ED&T)
Iqaluit, Nunavut**

Reporting to the Manager, Business Planning and Performance, the incumbent will be responsible for the development and implementation of comprehensive policy and legislative processes through a review of all grandfathered Acts, Policies, and programs. The Senior Policy Analyst provides advice to the department as to the best methods for achieving an economic development mandate through the development of its policy base. The incumbent is responsible for administering the policy, legislative and regulatory functions of ED&T which includes research activities, sector specific policy development projects, monitoring of departmental initiatives and provision of Ministerial briefings and briefing notes.

The ideal candidate will have completed grade 12 with training in public administration, political science, the social sciences, or a related field at college or university level. The incumbent will have a minimum of two years directly related experience, excellent written and oral communication skills and exceptional organizational skills. Familiarity with the Nunavut Land Claims Agreement with proven research skills is essential. Knowledge of Inuit language, communities, culture, land and Inuit Qaujimajatuqangit is an asset.

Equivalencies that consist of a combination of education, knowledge, skills and abilities equal to the formal education and experience requirements will be considered.

This position is excluded from the Nunavut Employee's Union and the salary range for this position starts at \$66,261.00 plus a Northern Allowance of \$ 12,109.00 per annum

	
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REFERENCE#: 01-15-0405-064TF
2004

Closing Date: July 02,

No Staff Housing Available



Write to: Department of Human Resources
Government of Nunavut,
P.O. Box 1000, Station 430, Iqaluit, Nunavut X0A 0H0
Toll Free # 1-888-668-9993
Phone: (867) 975-6222
Fax: (867) 975-6220 e-mail: gnhr@gov.nu.ca

- *The Government of Nunavut wants to create a more representative workforce so it can better understand and serve the needs of Nunavummiut. Priority will be given to Nunavut Land Claims Beneficiaries.*
- *We will contact only those candidates selected for interviews*
- *Job descriptions may be obtained by fax or email*
- *Possession of a Criminal Record will not necessarily disqualify candidates from further consideration.*

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<p>Advertising</p>	<p>Section 506</p>

Job Ad – Senior Manager

Government of Nunavut Employment Opportunity

**Director, Strategic & Corporate Services
Department of Economic Development & Transportation
Iqaluit, Nunavut**

As part of the executive team and reporting to the Deputy Minister, the Director Strategic and Corporate Services provides advice and support to the Assistant Deputy Ministers, Deputy Minister and Minister. Overall, this position supports the department in the following ways:

- Strategic/business planning and performance measurement
- Communications, information management
- Financial and administrative management
- Human resource and organizational development
- Leading departmental Inuit employment initiatives

The Director is responsible for internal liaison and coordination of departmental strategic, human resource, financial and business planning, as well as performance evaluation, communication and reporting functions with all the divisions within the department. This position is critical to daily operations for providing internal controls, and ensuring public accountability throughout all areas of departmental operations.

The ideal candidate will have a diploma or degree in Public Administration, Accounting, Financial Management, Human Resource Management, or other related discipline combined with several years of work experience directly related to staff management, organizational planning and analysis, and policy development. Fluency in Inuktitut or Innuinaqtun and English are considered to be a strong asset. Knowledge of Inuit language, communities, culture, land and Inuit Qaujimatugangit is an asset.

Equivalencies that consist of a combination of education, knowledge, skills and abilities to formal education and experience requirements will be considered

This position is a senior management position and is excluded from the Nunavut Employee's Union and the salary range for this position starts at \$85,040.00 plus a Northern Allowance of \$ 12,109.00 per annum

**REFERENCE: #01-15-0506-014MJ
2005**

**Closing Date: May 20,
2005**

	
HIRING PROCESS Advertising	Human Resource Manual Section 506



**Write to: Department of Human Resources
Government of Nunavut,
P.O. Box 1000, Station 430, Iqaluit, Nunavut X0A 0H0
Phone: (867) 975-6222 Toll Free # 1-888-668-9993
Fax: (867) 975-6220 e-mail: gnhr@gov.nu.ca**

- *The Government of Nunavut is committed to create a more representative workforce, so that it can better understand and serve the needs of Nunavummiut.*
- *Priority will be given to Nunavut Land Claims Beneficiaries.*
- *Only the candidates selected for interviews will be contacted.*
- *Job descriptions may be obtained by fax or email*
- *Employment in some positions requires an acceptable criminal record check. Possession of a criminal record will not necessarily disqualify candidates from further consideration.*

	HIRING PROCESS	Human Resource Manual
	Preparing The Screening Criteria	Section 507

PREPARING THE SCREENING CRITERIA

PURPOSE

1. This section documents the process of preparing screening criteria prior to advertising the competition.

APPLICATION

2. The following guidelines apply to all departments. They also apply to the boards and agencies of the GN whose hiring is conducted pursuant to the *Public Service Act*.

PROVISIONS

3. The first step in this process is to carefully review the job description. Developing a clear understanding of the job is extremely important because the staffing process is based on this information. By researching the position in advance, the rest of the process will be much smoother.
4. When analyzing the position, look at all the elements of the job description. If there are any areas that are not clear in the job description, seek clarification from the supervisor of the position.

Screening Criteria

5. The next step in the staffing process is to prepare the draft screening criteria. The screening criteria outlines the various combinations of education, experience, skills, knowledge and abilities needed to do the job. The committee should ensure that the criteria accurately reflects the position.
6. Screening criteria should be based on generic experience not specific to the GN. For example, instead of specifying experience with Free Balance, (or related government financial information systems) the criteria should state that experience with a computerized accounting system is required.
7. The following steps should be followed to prepare the screening criteria:
 - List the basic combination of education and experience required to do the job. The skills, knowledge and abilities section of the job description includes “What training/education and experience would most usually

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produce these skills?” Review these levels carefully before drafting the screening criteria.

All members of the selection committee must approve and sign-off the final screening criteria.

Make sure the requirements in the job description are not exaggerated and do not create artificially inflated barriers as this can easily eliminate good candidates.

- State the type and duration of experience needed. Directly related experience is important, however, more senior positions may require progressively responsible related experience. The screening criteria should indicate the kind of experience the selection committee may consider as equivalent to those listed in the job poster.
- List equivalent combinations of education and experience that may be acceptable. Explain to the committee members that they are not expected to think of all the acceptable combinations of equivalencies.

Some discretion is necessary in establishing equivalencies. For example, if five years general accounting experience is desired, a candidate with five years of accounts payable/receivable experience may not be given five years of directly related experience. General accounting experience is quite broad, whereas, the accounts payable/receivable experience is quite narrow. If it takes only six months to a year to become familiar with certain responsibilities, then that learning curve should be noted and credited accordingly.

Pay careful attention to transferable skills. These are skills that may not be directly related, but the experience is similar. It is important to ensure that the educational and experiential requirements are not creating artificially inflated barriers to beneficiary employment.

A general guide to follow in recognizing equivalencies is:

“One year of directly related experience is equal to one year of education.” (and vice-versa)

Some positions have legal or statutory requirement and equivalencies cannot be considered: ie: nurses, teachers, trades-people, lawyers, engineers etc.

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<p style="text-align: center;">Preparing The Screening Criteria</p>	<p style="text-align: center;">Section 507</p>

- All members of the selection committee must sign and date the screening criteria. This is one of the key areas reviewed by Appeal Committees when a competition result is appealed.

AUTHORITIES AND REFERENCES

8. *The Nunavut Public Service Act*
Sections 16-22
9. *The Nunavut Land Claims Agreement*
Article 23
10. *Nunavut Human Rights Act*
11. *Canadian Charter of Human Rights and Freedoms*
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13. *Priority Hiring Policy*

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or

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- **Rankin Inlet - 645-2954**
- **Cambridge Bay - 983-4060**

 <p>HIRING PROCESS</p>	<p>Human Resource Manual</p>
<p>Interview Questions and Responses</p>	<p>Section 509</p>

INTERVIEW QUESTIONS AND RESPONSES

PURPOSE

1. This section includes the requirements for developing interview questions and identifying suitable responses.

APPLICATION

2. The following guidelines apply to all departments. They also apply to the boards and agencies of the GN whose hiring is conducted pursuant to the *Public Service Act*.

PROVISIONS

3. It is extremely important that the interview questions, including the essential skills, knowledge or abilities questions, and anticipated responses which may be used to identify the top candidates in close competitions, cover all the key areas of the job. This will ensure that the interviewed candidates have the opportunity to present their knowledge, skills and abilities (competencies). The selection committee has to have an opportunity to assess their potential to do the job.
4. The interview questions and anticipated responses that are developed by the selection committee must be used for each candidate. The questions cannot create systemic barriers. An example of a systemic barrier is asking a question that requires GN experience such as “What reports are available from P2K or Freebalance?”
5. Well developed anticipated responses will help rate even the most technical questions. It will also eliminate the tendency to compare candidates’ responses with those of other candidates rather than comparing the response to the expected answers.
6. Questions are to be rated on a 0-10 scale, however more important questions may be assigned additional weighting.
7. There are four (4) main types of interview questions:
 - behavioral descriptive;
 - technical;
 - scenario or hypothetical; and
 - general information



8. **Behavioral Descriptive questions** require applicants to provide practical examples of how they have solved problems in the workplace or in their life experience.
9. Behavioral descriptive questions focus on the candidate's experience and skills, such as analytical thinking, client service, listening, understanding and responding. In order to determine whether the candidate is qualified for the position, the selection committee will ask the candidate to talk about their role in specific situations and to describe how they have dealt with similar issues in previous life or employment experience.

For example for each behavioral interviewing question, candidates should be asked:

- to give a summary of the situation;
 - what led up to the solution;
 - who was involved;
 - what did the candidate think or feel;
 - what did the candidate say or do;
 - what was the outcome;
 - what did the candidate learn from the experience.
10. Note that questions should be phrased in a culturally sensitive way. For example:
 - Teamwork and Cooperation

Describe a situation where you had difficulty getting cooperation from team members.

 - Initiative

Tell us about a time when you had to react quickly or plan in advance to overcome a current or future problem.
 11. **Technical questions** assess whether candidates have the knowledge and skills to do the job.
 12. Technical questions address the candidate's ability to perform the job and should be developed using the job description as a general guide. These



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Human Resource Manual

Interview Questions and Responses

Section 509

abilities can be acquired through education, training and/or work experience.

13. The questions in a given area should reflect the duties listed in the job description.
14. **General Information questions** give additional information about the candidate. For example, “Are you willing to work overtime?” or “This job involves occasional travel. Are you willing to fulfill this requirement?” Generally they are not marked or graded.
15. These questions explore the candidates’ suitability for the position. For example, the candidate may want to be a Correctional Officer, but is not willing to do shift-work that is essential to the performance of the job therefore the candidate is not suitable.
16. Communication skills are also assessed. Written and job specific skills can be assessed by having the applicant complete a written or work assignment.
17. People skills include how well the candidate gets along with others and whether the candidate is a team player or has supervisory skills. Positions involving direct contact with clients, especially with the public, would require strong people skills.
18. **Scenarios or Hypothetical questions** may be used to determine how the candidate might handle suggested work situations if he/she has no work experience. For example:

“It’s 10 a.m. You have two documents that need to be typed by noon, the phone is ringing and you have two people waiting for assistance. How would you deal with this situation?”

These questions are different from the behavioral interviewing questions because the candidate tells you what they think they would do, not what they have done in a particular situation. Typically, the candidate will try and provide an answer they think would be acceptable. There is limited usefulness of this type of question for this reason and they should be used sparingly.



19. **Hypothetical questions** can lead into behavioural questions. In the above example a follow up question could be: “Can you please tell us about a time when you were confronted with such a situation.”
20. Most interview questions are rated on a scale pre-determined by the selection committee. However, some **essential skills, knowledge or abilities questions** must be answered correctly as the information or skill being sought is absolutely essential to do the job. Be sure to identify all such questions on the interview question sheets before any candidates are interviewed.
21. Once the questions are prepared, the selection committee should decide upon the pass mark for the interviews. Normally, the pass mark is the equivalent of 60%. Clearly indicate the pass mark on the interview sheets. The pass mark cannot be changed after any interviews but is it acceptable to set a higher pass mark at the outset of the interviews particularly for positions with greater responsibilities.
22. It is also acceptable to ask **post-interview questions** and to provide information requested by the candidate. This includes such issues as:
 - Availability Dates and commitment to position
 - The need for Staff Housing
 - Understanding of Priority Hiring Policy
 - Giving candidates the opportunity to ask their questions

AUTHORITIES AND REFERENCES

23. *The Nunavut Public Service Act*
Sections 16-22
24. *The Nunavut Land Claims Agreement*
Article 23
25. *Nunavut Human Rights Act*
26. *Canadian Charter of Human Rights and Freedoms*
27. *Canadian Human Rights Act*
28. *Priority Hiring Policy*

	
HIRING PROCESS	Human Resource Manual
Interview Questions and Responses	Section 509

CONTACTS

29. For clarification or further information, please contact:

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 Iqaluit, Nunavut
 975-6224**

or

**Directors Community Operations
 Department of Human Resources**

- **Igloolik - 934-2024**
- **Rankin Inlet - 645-2954**
- **Cambridge Bay - 983-4060**

	HIRING PROCESS	Human Resource Manual
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CONDUCTING THE INTERVIEW

PURPOSE

1. Professional recruitment interviews are critical in hiring for all positions in the public service. Selection panels should utilize the following practices to ensure fair and consistent treatment of applicants, while fulfilling the Government's commitment to establishing a representative public service.

APPLICATION

2. The following guidelines apply to all departments. They also apply to the boards and agencies of the GN whose hiring is conducted pursuant to the *Public Service Act*.

PROVISIONS

3. Arrange a time and place for the interviews. Decide how the interviews will be conducted; E.g. Personal interviews, telephone interviews and video conferencing may be used to reduce costs and time associated with travel. It is acceptable to mix these types, depending on candidate availability.
4. Schedule the interviews with the candidates. Give the candidates at least 24 hours notice to prepare for the interviews. If the position involves working with a number of policies, acts or regulations you may need to allow more time for the candidates to prepare for the interview.
5. How the selection panel deals with the candidates will affect their impression of the Government of Nunavut. The following details should be covered when setting up interviews with candidates:
 - be courteous;
 - introduce yourself;
 - tell candidates who else is on the selection committee;
 - inform candidates of the position for which they are invited for an interview;
 - advise where and when the interview is to take place;
 - give them the option of using the language of choice (any official language); and
 - indicate the approximate length of the interview and any exercises they may need to complete.

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<p>Conducting the Interview</p>	<p>Section 510</p>

6. The interview process can be very stressful for the candidate. It is important to make the candidate feel as comfortable as possible so that the selection committee sees the best of the candidate. It is imperative that all candidates are asked the same questions. Each candidate's knowledge, skills and abilities are assessed independently and are also compared with the anticipated responses.
7. Before the interviews, divide the questions among the members of the selection committee. Confirm the process that will be followed, with committee members. Remind members that the candidates' responses will be rated at the end of each interview. Therefore, the members should take notes on the responses. It is also important that committee members have any of their questions regarding either the information on the candidate's resume or interview responses, answered during the interview.
8. Interviews must start on time. Either introduce the selection committee or have each member introduce themselves and explain their involvement. (E.g. Supervisor of the position).
9. The candidate should be told:
 - The approximate length of the interview;
 - That they have the right to have their interview conducted in the official language of their choice;
 - That each candidate will be asked the same questions from a prepared list. If the candidate does not understand the question, clarification can be requested. Any questions can be revisited later in the interview process;
 - That the selection committee members will be taking notes throughout the interview;
 - That they will be rated on a scale of 0-10 (rating guide included in paragraph 20);
 - If there any exercises they may need to complete after the interview;
 - That they will be able to ask questions at the end of the interview; and
 - That you may need to contact any of the supervisors on their resume to verify their responses.
10. Start off with something conversational to help the candidate relax. The response to this question is not rated. The candidate was granted an interview because they met the screening criteria. If the candidate has more education and/or experience than what the screening criteria had

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specified, then their responses to interview questions should reflect the additional skills and knowledge.

11. Throughout the interview:

- try to make the candidate feel relaxed
- remain interested and attentive throughout the interview
- listen carefully to what is said, how it is said, as well as what is not said
- keep the interview on track
- make sure the candidate's questions, concerns, etc. are addressed
- maintain eye contact. Candidates tend to address their answers to the individual asking them the question.

12. Ask each candidate the same questions. Questions can be phrased differently but the context of the questions must be the same. If a candidate mentions something and you want more information, seeking clarification or probing is acceptable. If a candidate is not consistent in the answers given, probe. It is acceptable to rephrase a question such as:

Original question: What kind of training or coursework related to computers do you have?

Candidate response: I do not have any. (But, when they did their overview they mentioned that they took high school secretarial arts program.

Rephrase: You mentioned that you completed the secretarial arts program. Did this program have computer word processing courses in it?

For candidates who are not good at selling themselves, this technique may have to be done throughout the interview. It is not that they don't have the technical skills. It is that they have difficulty expressing themselves. Be careful to not give the candidate the answers when rephrasing. A candidate may not be rated as high in communication skills, but he/she should not lose points because the question was rephrased for them. Behavioural descriptive questions are extremely valuable tools in drawing the candidate out.

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13. The selection panel cannot ask questions prohibited by Human Rights Legislation. Ensure all members of the selection committee are familiar with these and avoid them. If candidates mention their family while discussing duty travel, that's fine. However, it is neither acceptable for a member of the committee to ask about the family situation nor is it acceptable to assume that because a candidate has a family, they may not be at work as often as someone who doesn't. Prohibited topics follow.

Prohibited Interview Questions

Prohibited Topics:

Topics that can not be asked for any reason:

- | | |
|---|--------------------|
| Birthplace | Origin |
| Marital Status | Race |
| Religion | Sexual orientation |
| Gender | Disabilities |
| Memberships in organizations that can identify any of the above | |

Topics that can only be discussed if relevant to the position:

- Age (Are you legally able to work?)
- Citizenship (Are you legally entitled to work in Canada?)
- Education
- Criminal Record (Are you bondable?)

No person shall discriminate against a candidate with regard to any term or condition of employment because of:

- | | | |
|-------------|---------------------|-------------------------------|
| Age | Mental Disability | Place of Origin |
| Sex | Physical Disability | Source of Income |
| Race | Ethnic Origin | Place of Residence |
| Creed | Social Origin | Sexual orientation |
| Colour | Marital Status | Pregnancy or Childbirth |
| Religion | Family Status | Drug or Alcohol Dependency |
| Ancestry | Political Belief | Record of Criminal Conviction |
| Language | Pardoned Offence | Military Service |
| Citizenship | | |

 <p>HIRING PROCESS</p>	<p>Human Resource Manual</p>
<p>Conducting the Interview</p>	<p>Section 510</p>

14. Give candidates the opportunity to ask questions. If the candidate has not read the job description, ask the departmental representative to give a brief overview of the job and the organizational structure at the end of the interview.
15. Advise candidates that they may be contacted for references.
16. Explain the process that follows. Don't give timeframes, unless they can be met. Remember, the candidate is either looking for a job or a promotion and may be very anxious.

Candidate Rating

17. After each interview, the Selection committee discusses and reaches a consensus on the points to be allocated to the candidate for each question. Flexibility may be needed to reach consensus yet committee members must feel confident in decisions as they may be asked to defend the Committee's decision in either an appeal or complaint to the Minister or Premier.
18. If consensus cannot be reached at any point in the staffing process, the discrepancy should be reviewed by the next level of authority; the Director of Staffing, the Director Regional Operations or the ADM.
19. Unless, a different pass mark is set at the commencement of the interviewing process, candidates must obtain a minimum score of 60% overall to be found suitable. Questions are to be rated out of ten points each so a score of six on each question would result in a suitable candidate. The **rating guide** is as follows:

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Question Rating Scale Descriptors

- 0 No response
Negative impact or outcome with inappropriate language or behaviors
 - 1 No evidence of desired behavior or knowledge present
No understanding of what to do
 - 2 Minimal understanding of desired behavior with no related experience
Demonstrates poor decisions or behaviors for example
 - 3 Developing understanding of desired behavior with no relevant experience
Demonstrates some desired behavior with unsatisfactory outcome
 - 4 A thorough understanding of the desired behavior with no relevant experience
Behavior is not present in experience but in theory only
 - 5 Some evidence of behavior but only some of the time
 - 6 Demonstrates the desired behavior or knowledge in the past in a relevant situation
 - 7 Recent demonstration of the desired behavior or knowledge in a relevant situation but not regularly repetitive
 - 8 Recent demonstration of the behavior in a job specific situation with increased repetitiveness or complexity
Strong evidence of the behavior or knowledge
 - 9 Consistent demonstration of the behavior or knowledge both recently and repetitively in job specific situations
Extremely strong evidence of the behavior or knowledge
 - 10 Demonstrates creativity and/or mature insight into the application of the behaviors in a variety of situations
The WOW factor
20. Total the scores, taking extra care to ensure the addition is accurate and determine percentages. Make sure that each member of the selection committee sign-off the last page on each candidate.

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21. If behind schedule, start with the next interview prior to completing the rating. This is not the preferred way as this can lead to subconsciously comparing candidates' answers to other candidates. If this is done, ensure the committee members take notes and each of the candidate's responses is evaluated against the expected responses and not against another candidate's response.

AUTHORITIES AND REFERENCES

22. *The Nunavut Public Service Act*
Sections 16-22
23. *The Nunavut Land Claims Agreement*
Article 23
24. *Nunavut Human Rights Act*
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 <p>HIRING PROCESS</p>	<p>Human Resource Manual</p>
<p>Reference Checks</p>	<p>Section 511</p>

REFERENCE CHECKS

PURPOSE:

1. These procedures are aimed at ensuring that reference checks conducted by GN Selection Committees result in the collection of quality information about the capability, suitability, and employment record of applicants. Properly conducted reference checks also provide an opportunity to verify information provided by the candidate during the interview process.

APPLICATION:

2. This directive applies to all departments, agencies and employees of the Government of Nunavut, with the exception of the Workers' Safety and Compensation Commission of the Northwest Territories and Nunavut, and Nunavut Development Corporation.

PROVISIONS:

3. The reference check is to be used to confirm the Selection Committee's findings from the interview. This includes verification of the candidate's employment background and confirmation of statements the candidate has made in the interview.
4. The candidate provides references by completing the attached Reference Check Release Form, Appendix "A".
5. The Selection Committee must use in assessing a candidate's suitability for employment through the reference check process the following:
 - (1) The attached Reference Check Form, Appendix "B" when completed.
 - (2) The candidate's resume/application.
 - (3) The position requirements, and
 - (4) Any areas of concern that might have been raised from the interview to decide what information (for example concerns, strengths, verification of statements the candidate made).

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<p>Reference Checks</p>	<p>Section 511</p>

6. The Reference Check Form is divided into questions that are to be asked to all referees and some questions that are to be modified dependent on the position advertised.
7. In exceptional situations one or more questions can be added to verify a specific statement made by the candidate in an interview. These would not be independently scored but could make it necessary to reevaluate the scoring awarded to the candidate in their interview. If for example it was determined that the candidate provided false information.
8. Current employees who are being considered for a GN position must provide two positive references. One of the references must include the current supervisor. Failure to provide the most current supervisor as a reference may result in the candidate being excluded from further consideration. The Selection Committee may request that all references be from supervisors in the GN.
9. For all other applicants, three positive references are required. One of the references must be from the current supervisor. Failure to provide the most current supervisor as a reference may result in the candidate being excluded from further consideration. If the candidate has previously worked for the GN the Selection Committee may request a reference from past supervisors in the GN.
10. In general, a member of the Selection Committee may not serve as a candidate's referee. In exceptional circumstances a Selection Committee member may provide a reference. A member of a Selection Committee who provides a reference for a candidate must remove him/herself from the final hiring decision.
11. In extraordinary cases, the Selection Committee may accept another referee in place of the current supervisor where the candidate can show that such a measure is necessary in order to avoid bias. This step will only be taken where the employee is able to provide strong evidence to support a conclusion that their immediate supervisor is unable or unwilling to provide a reliable reference.

 <p>HIRING PROCESS</p>	<p>Human Resource Manual</p>
<p>Reference Checks</p>	<p>Section 511</p>

12. Candidates should ensure that referees are available to complete the reference check within ten (10) working days after the first attempted contact. If a referee is unavailable after the ten (10) days, the Selection Committee may:
 - (1) Proceed to the next candidate.
 - (2) Provide an extension to the candidate, and or
 - (3) Provide the candidate the opportunity to provide an alternative referee.

13. Information obtained in reference checks is confidential and must be handled in such a way as to maintain the privacy of the candidates. All referees providing a reference must also be informed that their reference will be utilized by Selection Committee members in rendering a hiring decision and may be requested by the applicant. They should also be advised that their reference may be accessed under the *Nunavut Access to Information and Protection of Privacy Act*.

14. The Staffing Consultant will be responsible for conducting the reference check interviews. Any member of the Selection Committee if requesting can also participate in this process provided however that their availability does not create delay.

15. The Staffing Consultant must:
 - (1) Ensure all the information obtained in the reference is documented on the reference check form.
 - (2) After signing and dating the reference check form, inform the Selection Committee of the results of the reference checks and
 - (3) Place the completed reference check forms in a sealed envelope and attach them to the applicant's resume.

16. If the Selection Committee is not satisfied with the reference check results, the next suitable candidate on the list is moved to first place.

 <p>HIRING PROCESS</p>	<p>Human Resource Manual</p>
<p>Reference Checks</p>	<p>Section 511</p>

AUTHORITIES AND REFERENCES

- 17. *The Nunavut Public Service Act*
Sections 16-22
- 18. *The Nunavut Land Claims Agreement*
Article 23
- 19. *Nunavut Human Rights Act*
- 20. *Canadian Charter of Human Rights and Freedoms*
- 21. *Canadian Human Rights Act*
- 22. *Priority Hiring Policy*

CONTACTS

- 23. For clarification or further information, please contact:

Director, Recruitment and Staffing
 Department of Finance
 Iqaluit, Nunavut
 975-6223

	
HIRING PROCESS Reference Checks	Human Resource Manual Section 511

APPENDIX “A”



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 HAVAKTOLIKIYIT
 DEPARTMENT OF FINANCE
 STAFFING DIVISION
 MINISTÈRE DES RESSOURCES HUMAINES

Attention:

REFERENCE CHECK RELEASE FORM

I _____ hereby authorize the Government of Nunavut, Department of Finance to contact the following references that I have provided, in the event that I am one of the final candidates being considered on competition reference # _____ .

Signature of candidate

Date

Please list your employment references (references should be past, direct supervisors who have supervised you for at least six months):

Name	Title	Company	Telephone #	Email Address
MOST RECENT SUPERVISOR:				
SECOND MOST RECENT SUPERVISOR				
THIRD MOST RECENT SUPERVISOR				

A minimum of three references must be listed.

	HIRING PROCESS	Human Resource Manual
	Reference Checks	Section 511

APPENDIX “B”

REFERENCE CHECK FORM

Date:	
Candidate:	
Committee Member:	
Manager/Supervisor (Referee):	

I am checking the references of **(candidate's name)** who is being considered for a **(name of position)** position with the Department of **(name of department)** and your name was given as a reference. Would you mind answering a few questions? It is estimated that this process will take approximately 10 to 15 minutes. Is this is convenient time for you? If not when would be a more convenient time for this discussion?

Before we start I need to let you know that **(candidate's name)** can review the information in this reference check, are you comfortable with proceeding? Yes No

1. Did you supervise **name** Yes No

If Yes - For how long? _____

If No - How long and what capacity have you known **(candidate's name)**

2. What position(s) did him/her hold and what were the main duties of the position(s)?

3. Can you tell us if **(candidate's name)** had any attendance problems, such as lateness, unapproved absences, or reliability/dependability issues, etc. within the course of their employment? *If yes, please give examples of any problems experienced:*

	
HIRING PROCESS Reference Checks	Human Resource Manual Section 511

4. Does your organization have a performance management or review or evaluation process?

If Yes - Did you evaluate (candidate's name) within this system?

If Yes - Would it be possible to provide a few details of the review you completed?

5. Current Supervisor Reference Only (all other references go to question # 6). Within the last 12 months when you supervised/managed (candidate's name) was (candidate's name) disciplined? Yes No

If No - Please go on to question 6

If Yes - What were the circumstances of the discipline?

Was the discipline documented or was it verbal?

What was the outcome after the discipline was imposed?

6. Would you say that (candidate's name) is flexible and adaptable? Yes No

7. Please describe (candidate's name)'s interpersonal skills when dealing with co-workers, supervisors, clients and or the general public.

8. Are there any other examples of demonstrated skills/abilities that you would like to add?

	
HIRING PROCESS Reference Checks	Human Resource Manual Section 511

9. Is there any other factual information that I have failed to ask or that you think is important we be made aware of before we possibly make an offer to (candidate's name)?

10. On the basis of (candidates names) resume, he/she indicates his/her role was () with respect to (project, task, achievement). As supervisor is this an accurate reflection of (candidate) role and outcome of the project/task/achievement?

11. Would you hire (candidate's name) back? Yes No Why?

Thank you for your time and cooperation.

Reference conducted by: NAME: _____ TITLE: _____

DATE: _____

	
HIRING PROCESS Reference Checks	Human Resource Manual Section 511

Candidate Suitability

Note: This additional page is to be utilized when Candidates need to be assessed further based on suitability for the position and or a need to understand specific skill sets defined within the context of a job description. This is not a requirement for all positions but will provide the interview panel with additional options to review during the reference process. It can provide additional support to candidates who have been assessed a low score or to candidates in specialized positions where specific duties need to be verified by a reference.

The following three questions are examples and should be modified to suit the individual job description as it relates to the competition – they should be related to the Knowledge, Skills, and Abilities of the job description being assessed.

12. (Example) In this role the position is required to be able to supervise several staff. Can you please describe how effective (candidate's name) has been in supervising staff within your organization?

13. (Example) In this role the position is required to identify, monitor and assess problems and determine appropriate courses of action. Can you please give an example of how (candidate's name) has dealt with this type of workload in the past? Was the outcome positive for those involved and your organization?

14. (Example) In this role the position is required to maintain confidentiality, integrity and a level of workplace standards that meet with public confidence on a daily basis. Please describe how (candidate's name) is able to maintain high moral standards and workplace integrity.

	
HIRING PROCESS Reference Checks	Human Resource Manual Section 511

Nunavut is a different environment than most other jurisdictions across Canada – it would be beneficial to know prior to active employment whether the individual can handle the stresses of being in a different environment (smaller communities, weather, daylight, travel restrictions, etc.):

15. Please describe for us your understanding of **(candidate's name)'s** ability to adapt to new environments or to be able to work under various operating pressures.

Thank you for your time and cooperation.

Reference conducted by: **NAME:** _____ **TITLE:** _____

DATE: _____

 <p>HIRING PROCESS</p>	<p>Human Resource Manual</p>
<p>Job Offers</p>	<p>Section 512</p>

JOB OFFERS

PURPOSE

1. These procedures provide the process and identify the rules for salary treatment of newly appointed employees.

APPLICATION

2. The following guidelines apply to all departments. They also apply to the boards and agencies of the GN whose hiring is conducted pursuant to the *Public Service Act*.

PROVISIONS

3. Once the selection committee is prepared to extend a job offer, a standard job offer is prepared. Be sure to confirm an anticipated start date with the supervisor, taking into account an appeal period, if applicable. Discuss in detail all information with the supervisor, before calling the candidate to make the offer.
4. New employees are normally paid at step one of the appropriate pay level. Appointments at step 4 or above, require additional approvals, as outlined in sections 1401 and 1402 of this Manual.
5. On initial appointment, transfer or promotion, all job offers are made at Step 1, unless;
 - The selection committee can make an offer up to step 3 of the pay range. Job offers for group 3 and group 5 employees will be made at the appropriate salary, based on the individual's experience and/or qualifications.
 - On promotion, the salary is calculated by taking the difference between Steps 1 and 2 of the new pay range and adding this to the current salary. If a salary increment is due within six (6) months of the promotion it is granted at the time of the promotion. The candidate must receive the step nearest to but not less than this total.

 <p>HIRING PROCESS</p>	<p>Human Resource Manual</p>
<p>Job Offers</p>	<p>Section 512</p>

- Current employees moving to another position salary will either:
 - stay the same, if the employee is moving into a position at the same pay level;
 - be at the maximum rate of the new position, if the employee accepts a demotion to a position at a lower pay level; or,
 - be at the appropriate step of the new pay level, if the employee successfully applies through a competitive process, is transfer assigned or directly appointed into a lower level position.

6. When a job offer is made, be sure to explain:

- the title of the position and the Department;
- confirm the type of employment (term, indeterminate, part-time);
- start date;
- the length and definition of the probationary period;
- supervisor's title;
- salary and bilingual bonus (if applicable);
- the offer is conditional pending the completion of the appeal period (if applicable). Also let the candidate know when the appeal period will be over;
- the offer is conditional pending the completion of a criminal record check (if applicable);
- any other conditions to the offer (i.e. receiving a driver's license within six months or successful completion of a medical); and

7. All questions about relocation should be referred to the Relocation Coordinator in Corporate Services or to the person responsible for coordinating relocations in Community Operations.

8. When the offer of employment has been accepted by the successful candidate, it is important to let the other candidates know the outcome of the competition as soon as possible. If the position is in the NEU bargaining unit, eligible candidates must be notified of their appeal rights. More information about staffing appeals is provided in section 702 of this Manual.

	
HIRING PROCESS Job Offers	Human Resource Manual Section 512

AUTHORITIES AND REFERENCES

9. *The Nunavut Public Service Act*
Sections 16-22
10. *The Nunavut Land Claims Agreement*
Article 23
11. *Nunavut Human Rights Act*
12. *Canadian Charter of Human Rights and Freedoms*
13. *Canadian Human Rights Act*
14. *Priority Hiring Policy*

CONTACTS

15. For clarification or further information, please contact:

Director Staffing
Department of Human Resources
Iqaluit, Nunavut
975-6224

or

Directors Community Operations
Department of Human Resources

- **Igloolik** - 934-2024
- **Rankin Inlet** - 645-2954
- **Cambridge Bay** - 983-4060

	
HIRING PROCESS Job Offers	Human Resource Manual Section 512

Department of Human Resources
File: Doe, John
Comp# 01-04-0360JH Position# 04-10329

August 1, 2006

PERSONAL AND CONFIDENTIAL

Mr. John Doe
P. O. 1255
Cambridge Bay, Nunavut
X0B 0C0

Dear Mr. Doe:

I am pleased to offer you the indeterminate position of Manager Tourism Trade and Export Development with the Department of Economic Development and Transportation in Iqaluit. Your appointment will take effect on October 11, 2006. You will report to the Director of Economic Development and Innovation. You will serve a probationary period of twelve months. This position is included in the collective bargaining unit and is subject to appeal under the Public Service (Appeals Procedure) Regulations. We will contact you if there is an appeal to advise you of the status of your appointment.

Your salary will be \$75,836.00 per annum this salary represents Step 1 of Pay Range 20 in the Included Pay Grid. In addition, you will be eligible for a Northern Allowance of \$12,109.00 per annum. Your terms and conditions of employment are outlined in the NEU Collective Agreement.

If you are not already conversant in Inuktitut, you will be required to complete a program to learn the rudiments of the language. This program will be offered to you within a reasonable time frame and your participation will be mandatory. The Government will pay the cost of the approved program.

The Government of Nunavut, recognizing the health hazards associated with tobacco smoke for smokers and non-smokers alike, does not permit the smoking of tobacco in any form by its employees in the workplace.



HIRING PROCESS
Job Offers

Human Resource Manual
Section 512

Mr. John Doe – Job Offer – page 2

If you agree with the above conditions, please indicate your acceptance by signing and returning this letter to Ms. Melinda Janes, Director of Staffing with the Department of Human Resources, P.O. Box 1000, Station 430, Iqaluit, NU, X0A 0H0. You will be required to bring verification of your qualifications to Human Resources at the time of signing your job offer.

Upon commencement of your employment you should arrange to contact Ms. Nick Dennahower, Benefits Officer, Department of Finance, at (867) 975-5857 for completing your pay documentation. Salary is paid bi-weekly on a two week deferred pay system and your cheque is computer processed; therefore, it is important that we complete documentation as soon as possible to meet payroll deadlines.

Congratulations on your appointment! I hope you will find the work both rewarding and challenging.

With Warm Welcome,

Melinda Janes
Director of Staffing

ACCEPTANCE OF APPOINTMENT

I accept the offer on the terms and conditions outlined and I certify that the information given in the application form signed by me, and any resume submitted by me, is true and correct and agree that the falsification or omission of information called for, could result in my not being eligible for employment or in termination, regardless of seniority or other considerations.

Signature

Date

CC Department of Human Resources – Personnel File
Department of Finance – Payroll and Benefits Officer

 <p style="text-align: center;">HIRING PROCESS</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Job Offers</p>	<p style="text-align: center;">Section 512</p>

Job Offer - Excluded

Department of Human Resources
 File: Doe, John
 Comp# 01-04-0360JH Position# 04-10329

August 1, 2006

PERSONAL AND CONFIDENTIAL

Mr. John Doe
 Position Title
 Department Name

Dear Mr. John Doe:

I am pleased to offer you the indeterminate position of Training and Development Consultant, Department of Human Resources, in Iqaluit. Your appointment will take effect on February 14th, 2005. You will report to the Director of Training and Development. You will serve a probationary period of six months.

Your salary will be \$70,200.00 per annum, which represents Step 1 of Pay Range 18 in the Excluded Pay Grid. In addition, you will be eligible for a Northern Allowance of \$11,803.00 per annum. Your terms and conditions of employment are outlined in the Excluded Employees Handbook.

The Government of Nunavut, recognizing the health hazards associated with tobacco smoke for smokers and non-smokers alike, does not permit the smoking of tobacco in any form by its employees in the workplace.

If you are not already conversant in Inuktitut, you will be required to complete a program to learn the rudiments of the language. This program must be completed within a reasonable time usually one year and upon the course being offered in your region or community. The cost of any approved program will be the responsibility of the Government.

 <p style="text-align: center;">HIRING PROCESS</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Job Offers</p>	<p style="text-align: center;">Section 512</p>

Mr. John Doe – Job Offer – page 2

If you agree with the above conditions, please indicate your acceptance by signing and returning this letter to Ms. Melinda Janes, Director of Staffing with the Department of Human Resources, P.O. Box 1000, Station 430, Iqaluit, NU, X0A 0H0. You must include copies of any academic credentials identified in your resume when you return the signed job offer. Alternatively, you may bring copies with you to update our records when your pay and benefits documentation is completed.

It is important that you contact Ms. Bonnie Nichols Payroll Officer, Department of Finance and Administration, at (867) 975-5855 as soon as possible to arrange for completing your pay documentation, if this has not already been done. Salary is paid bi-weekly on a two week deferred pay system and your cheque is computer processed; therefore, it is important that we complete documentation during the first week of employment to meet payroll deadlines.

Congratulations on your appointment! I hope you will find the work both rewarding and challenging.

Welcome to Human Resources!

Melinda Janes
Director of Staffing

ACCEPTANCE OF APPOINTMENT

I accept the offer on the terms and conditions outlined and I certify that the information given in the application form signed by me, and any resume submitted by me, is true and correct and agree that the falsification or omission of information called for, could result in my not being eligible for employment or in termination, regardless of seniority or other considerations.

Signature

Date

CC Department of Human Resources – Personnel File
Department of Finance – Payroll and Benefits Officer

	HIRING PROCESS	Human Resource Manual
	Job Offers	Section 512

Job Offer – Senior Management

Department of Human Resources
 File: Doe, Jane
 Comp# 01-04-0360JH Position# 04-10329

August 1, 2006

PERSONAL AND CONFIDENTIAL

Mrs. Jane Doe
 P. O. Box 0000
 Iqaluit, Nunavut
 X0A 0H0

Dear Mrs. Jane Doe:

I am pleased to offer you the position of Superintendent of Schools, with Qikiqtani School Operations, in Pond Inlet, NU. Your appointment will take effect on October 1, 2004. You will report to the Trudy Pettigrew, Executive Director of Qikiqtani School Operations. You will serve a probationary period of twelve months.

Your salary will start at \$102,549.00 per annum, which represents 85% of the maximum for Band 8 of the Manager’s Grid. In addition, you will be eligible for a Northern Allowance of \$19,921.00 per annum. This position is governed by the terms and conditions of employment applicable to the Management Group.

The Government of Nunavut, recognizing the health hazards associated with tobacco smoke for smokers and non-smokers alike, does not permit the smoking of tobacco in any form by its employees in the workplace.

If you are not already conversant in Inuktitut, you will be required to complete a program to learn the rudiments of the language. This program will be offered to you within a reasonable time frame and your participation will be mandatory. The Government will pay the cost of the approved program.

 <p>HIRING PROCESS</p>	<p>Human Resource Manual</p>
<p>Job Offers</p>	<p>Section 512</p>

Mrs. Jane Doe – Job Offer – page 2

If you agree with the above conditions, please indicate your acceptance by signing and returning the letter of offer to Ms. Melinda Janes, Director of Staffing, Department of Human Resources, P.O. Box 1000, Station 430, Iqaluit, NU, X0A 0H0. You will be required to bring verification of your qualifications to Human Resources at the time of signing your job offer.

It is important that you contact Ms. Bonnie Nichols Payroll Officer, Department of Finance and Administration, at (867) 975-5855 as soon as possible to arrange for completing your pay documentation, if this has not already been done. Salary is paid bi-weekly on a two week deferred pay system and your cheque is computer processed; therefore, it is important that we complete documentation during the first week of employment to meet payroll deadlines.

Congratulations on your appointment! I hope you will find the work both rewarding and challenging.

With Warm Welcome,

Melinda Janes
Director of Staffing

ACCEPTANCE OF APPOINTMENT

I accept the offer on the terms and conditions outlined and I certify that the information given in the application form signed by me, and any resume submitted by me, is true and correct and agree that the falsification or omission of information called for, could result in my not being eligible for employment or in termination, regardless of seniority or other considerations.

Signature

Date

CC Department of Human Resources – Personnel File
Department of Finance – Payroll and Benefits Officer

	
HIRING PROCESS Job Offers	Human Resource Manual Section 512

Additional Statements to be Inserted as Required:

Bilingual Bonus Template

In addition, you will be eligible for a Northern Allowance of **\$12,109.00** per annum and a bilingual bonus of **\$1,500.00** per annum.

Criminal Records Statement

As this position is defined as a position of trust, your offer of employment is contingent upon an acceptable criminal record check. It is your responsibility to initiate this request with your local RCMP detachment. Should a criminal record exist, you will be required to authorize the release of the details of the criminal record. Failure to do so will result in the termination of the job offer. If it is determined that the criminal record has a direct bearing on the duties of this position, the offer of employment is voided.

Housing Statement

A separate letter has been provided to you explaining the housing situation in Iqaluit at this time.

Removal Statement

You are requested to contact Mr. Jerry Arreak, Removal Coordinator, Department of Human Resources at (867) 975-6264 as soon as possible to make arrangements for your removal.

	
HIRING PROCESS Term Employment	Human Resource Manual Section 513

Term Employment

PURPOSE

1. Term employment is one option to meet temporary business needs. Term employment is for a fixed period at the end of which the employee ceases to be employed. This option should be used; however, only in situations where a need clearly exists for a limited time and is not anticipated to become a permanent ongoing need.

APPLICATION

2. The following guidelines apply to all departments. They also apply to the boards and agencies of the GN whose hiring is conducted pursuant to the *Public Service Act*.

PROVISIONS

3. The following situations should apply when considering term employment:
 - Article 23 considerations – where a request comes forward to offer term employment to a non-beneficiary based on Article 23 considerations and intends on revisiting the competitive process at a later date to be filled by a beneficiary.
 - Backfilling temporary vacancies resulting from indeterminate employees on leave (maternity, education, Leave Without Pay, etc.)
 - Short-term projects
 - Funding considerations (i.e. Vote 4/5 positions)

Process for Term Employment:

4. Departments may submit through a Job Action Request (JAR) process a competitive term employment opportunity that is of a fixed duration longer than four (4) months. Term employment should not be longer than three (3) years.
5. On the JAR, the Employing department must indicate one of the four (4) reasons provided in Section three (3) as to why they are filling a position on a term basis.
6. The GN staffing process is used to fill term positions.

	
HIRING PROCESS Term Employment	Human Resource Manual Section 513

7. Should departments need to extend a Term beyond the three-year timeframe they may do so by submitting a written request to the Deputy Minister of Human Resources. Only exceptional circumstances will be considered (i.e. Vote 4/5 funding extended beyond a three (3) year period, unanticipated human resources issues).

Change in Employment Status

8. There are valid reasons why a Department, Board or Agency of the Government of Nunavut may want to change an employee's type of employment from term to indeterminate. These include:
 1. A beneficiary is filling the position on a term basis and has demonstrated capacity to complete the duties of the job through a positive performance evaluation process and the appointment assists the Government of Nunavut and the department in fulfilling its obligations under Article 23 of the *Nunavut Land Claims Agreement* and the *Priority Hiring Policy*
 2. The hiring department did not originally anticipate the need to establish a permanent ongoing position; however operational requirements have now changed.
 3. The incumbent of the position indicates reasons for not returning to work – resignation, retirement, appointment to another position or other.
 4. Vote 4/5 funding becomes Vote 1 requiring longer term employment.

9. In relation to sections 9.2, 9.3 and 9.4 above, where the position is filled by a non-beneficiary, the employing department outlines in its submission justifiable reasons for change in status that could include the following:
 - The position must be filled without delay to complete projects that are government priorities and which could not be successfully completed on time if the department were required to go through another competitive process.
 - The position is sufficiently specialized that there is a limited body of potential candidates in Nunavut to do the work and only the current incumbent can continue to take on the job.

	
HIRING PROCESS Term Employment	Human Resource Manual Section 513

Process for Change in Employment Status

10. Supervisors may request a change from term to indeterminate status prior to 30 days at the end of term to the Deputy Head of the employing Department, Board or Agency for review.
11. The Deputy Head reviews the request and forwards a written request to the Deputy Minister of the Department of Human Resources for approval.
12. If approved the Deputy Minister of Human Resources notifies the employing department and Human Resources prepares an amended job offer and notifies the Department of Finance.
13. The amended job offer is retained on the employee's personnel file and changes to the Human Resources Information and Payroll System (ePersonality) is completed.

AUTHORITIES AND REFERENCES

14. *The Nunavut Public Service Act*
Sections 16-22
15. Priority Hiring Policy

CONTACTS

16. For clarification or further information, please contact:

Director Recruitment and Staffing
Department of Human Resources
Iqaluit, Nunavut
975-6223

 <p>HIRING PROCESS</p>	<p>Human Resource Manual</p>
<p>Appeal Procedures</p>	<p>Section 514</p>

APPEAL PROCEDURES

PURPOSE

1. These procedures will guide selection committees in the process to be followed for dealing with appeals from dissatisfied applicants.

APPLICATION

2. The following guidelines apply to all departments. They also apply to the boards and agencies of the GN whose hiring is conducted pursuant to the *Public Service Act*.

PROVISIONS

3. All Nunavut Land Claims beneficiary candidates and current GN employees must be notified of their appeal rights on positions in the NEU bargaining unit. Be sure to keep notes of how and when each candidate was contacted. Telephoning the candidate will cut the appeal period to four (4) full working days; otherwise the appeal period is ten (10) full working days from the date of the letter.
4. If an appeal is filed, the Director of Staffing or Director of Community Operations will notify the Staffing Practitioner and forward a copy of the appellant's letter. The Staffing Practitioner will notify the selection committee members and formally withdraw the verbal offer. A draft competition report shown at the end of this section should also be prepared as soon as possible. After the appeals report is complete then submit the appeal package to the Director of Staffing or Director of Community Operations.
5. Doing the following will help to validate the recruitment process:
 - Be consistent with the development of the screening criteria, ads, and the job description; and
 - Pay careful attention to how you communicate with applicants, appeal committees, and selection committees.
6. The NEU representative on the Appeal Committee may retain a copy of the Competition Report. Copies of the reference checks will not be included in appeal reports. Instead, the following statement can be included in the report; "Two satisfactory reference checks were completed

 <p>HIRING PROCESS</p>	<p>Human Resource Manual</p>
<p>Appeal Procedures</p>	<p>Section 514</p>

on the proposed appointee_____.” However, if the Appeal Committee has any concerns, the Staffing Practitioner must share the detailed reference information, as long as no copies are left with the Appeal Committee members.

7. Details of the Appeals Procedures are provided in Section 702 of this Manual.

SAMPLE COMPETITION REPORT

CONFIDENTIAL

Divisional Secretary
 Department of Human Resources
 Iqaluit, Nunavut
 Competition #04-01-02201TT

Interviews were recently completed to fill the position of Divisional Secretary Department of Human Resources, Iqaluit, Nunavut. This competition was advertised in newspapers and by poster distribution with a closing date of July 2, 2004.

The Selection Committee members consisted of Ms. Sharon Simpson, Director of Job Evaluation, Human Resources, Mr. Steve Sabol, Human Resources Coordinator, Human Resources and Ms. Nancy Marshall, Staffing Consultant. Fifteen applications were received. Five qualified priority hire applicants were invited to an interview. The interviews were conducted and concluded on July 9, 2004.

After the interviews were completed, it was unanimously agreed that Ms. Donna Olooyuk was the most suitable candidate based upon merit. After completing two satisfactory reference checks a job offer was extended to Ms. Olooyuk on July 14, 2004. All unsuccessful candidates were verbally advised of the results on July 15, 2004. On July 19, 2004 an appeal was submitted by Ms. Tina Nanoolik. The offer made to Ms. Donna Olooyuk was withdrawn on July 19, 2004.

PROPOSED APPOINTEE – MS. NANCY OLOOYUK

 <p>HIRING PROCESS</p>	<p>Human Resource Manual</p>
<p>Appeal Procedures</p>	<p>Section 514</p>

Ms. Olooyuk has completed grade 11. She has also completed a number of related courses including: a secretarial arts course in 1999, a translator course in 2001, and a Microsoft Word course in 2003. Her work experience includes four years employed as a clerk/ receptionist with the Government of Nunavut, and one year as a clerk with Northmart.

Ms. Olooyuk scored 77% and was rated suitable for the position.

APPELLANT – MS. TINA NANOOLIK

Ms. Tina Nanoolik completed grade ten, she was also enrolled in an Adult Education program in 1997 and achieved grade 10 in English and math. Recently, she successfully completed a Secretarial certificate program at Nunavut Arctic College. Ms. Nanoolik’s work experience consists of two months as a Clerk Typist/Interpreter with the Department of Health and Social Services, six months as a Transportation Clerk, and three months as a Custodian/Clerk with the Department of Economic Development and Transportation.

Ms. Nanoolik scored 71% and was also rated suitable for the position.

SUMMARY

Based on the interview results, Ms. Olooyuk was the best candidate on merit. Although, Ms. Nanoolik may have had a similar educational background, she lacked some of the required experience. Overall, it was a close competition and the Selection Committee was satisfied with the outcome of the competition.

Prepared by:

Staffing Consultant

8. In addition to a competition report, an **appeal package** must be prepared for members of the appeal committee. It will include:
 - Appeal letter(s);
 - Copies of the appellant(s) and proposed appointee's resumes;
 - Signed staff requisition;
 - Job description;
 - Screening criteria;
 - Job advertisement;
 - Interview question sheets for appellant(s) and proposed appointee;

	
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Appeal Procedures	Section 514

- Competition record (showing the ranking of the interviewed candidates), signed and dated;
 - Competition report; and
 - Written job offer.
9. Copies of the references must be available in the event that the Appeal Committee has questions about their contents. However, copies of the references are never to be left with the Committee. It is not the Appeal Committees role to determine whether a reference is positive or negative, simply that they are done and represent the employee's most recent supervisor.

AUTHORITIES AND REFERENCES

10. The Nunavut Public Service Act
Sections 16-22
11. The Nunavut Land Claims Agreement
Article 23
12. Nunavut Human Rights Act
13. Canadian Charter of Human Rights and Freedoms
14. Canadian Human Rights Act
15. Priority Hiring Policy

 HIRING PROCESS	Human Resource Manual
Appeal Procedures	Section 514

CONTACTS

16. For clarification or further information, please contact:

**Director Staffing
Department of Human Resources
Iqaluit, Nunavut
975-6224**

or

**Directors Community Operations
Department of Human Resources**

- **Igloolik - 934-2024**
- **Rankin Inlet - 645-2954**
- **Cambridge Bay - 983-4060**

 <p style="text-align: center;">HIRING PROCESS</p>	<p style="text-align: center;">Human Resources Manual</p>
<p style="text-align: center;">Casual Employment</p>	<p style="text-align: center;">Section 515</p>

CASUAL EMPLOYMENT

PURPOSE

1. The following guidelines provide a brief overview of how casual employment works.

APPLICATION

2. The following guidelines apply to all departments. They also apply to the boards and agencies of the GN whose hiring is conducted pursuant to the *Nunavut Public Service Act (PSA)*.

PROVISIONS

3. The department identifies the need to hire a temporary employee.
4. A Casual Staffing Action (CSA) form is prepared outlining the proposed dates of employment, qualifications and the duties. This form is signed and dated by the Deputy Head or an individual with delegated hiring authority and then sent to Human Resources.
5. The CSA is reviewed by the Staffing Division to establish a pay level based on a list of already rated casual positions. If it is a new unrated position it will be forwarded to the Job Evaluation Division to establish a pay level.
6. The Staffing Division reviews the resumes on file, according to the Priority Hiring Policy, and forwards a number of resumes to the requesting departments.
7. The supervisor interviews and may conduct reference checks. Once a candidate is selected, Human Resources is informed.
8. The CSA is completed and this information is forwarded to the Compensation and Benefits Division in the Department of Finance for processing. A copy of the CSA is kept for the casual's file.
9. Casual employees are paid at step 0 of the appropriate pay range determined by Job Evaluation.
10. A copy of the CSA is returned to the employing department to ensure the employee signs the forms. The casual is given a copy for his/her

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<p style="text-align: center;">Casual Employment</p>	<p style="text-align: center;">Section 515</p>

own personnel records. Once the employee signs the CSA, it is returned to Human Resources to be placed on the casual's file.

Extensions

- 11. A CSA is prepared requesting an extension for a particular casual employee. It is signed and dated by the hiring department's Deputy Head. Requests for extensions beyond six months must also include a rationale. Extensions beyond a year require a letter of support from the NEU.
- 12. Human Resources will review the request and inform the employing department if the request is approved or disapproved.

Terminations

- 13. The supervisor completes an evaluation form and forwards a copy to the employing department. A copy of the evaluation form, a clearance form, and the casual's leave and attendance file is sent to Compensation and Benefits.

AUTHORITIES AND REFERENCES

- 14. Collective Agreement with the Nunavut Employees Union
Article 51 – Casual Employment
- 15. Nunavut Public Service Act
Sections 16 to 19, Appointments

CONTACTS

- 16. For clarification or further information, please contact:

**Director Staffing
Department of Human Resources
Iqaluit, Nunavut
975-6224**

or

**Directors Community Operations
Department of Human Resources**



HIRING PROCESS
Casual Employment

Human Resources Manual
Section 515

Igloolik - 934-2024
Rankin Inlet - 645-2954
Cambridge Bay - 983-4060

	
HIRING PROCESS ELIGIBILITY LISTS	Human Resource Manual Section 516

ELIGIBILITY LISTS

PURPOSE

1. Eligibility lists are a cost-effective and efficient method of staffing multiple positions with the same job description. Once an eligibility list is established, the list may be used to fill subsequent vacancies that would otherwise be filled through a new competition.
2. The following sections provide supervisors and staffing practitioners with guidelines to ensure that Eligibility Lists are made in a manner consistent with the *Public Service Act* and the goals of the Government of Nunavut (GN)

APPLICATION

3. The following guidelines apply to all departments. They also apply to the boards and agencies of the GN whose hiring is conducted pursuant to the *Public Service Act*.

DEFINITIONS

4. An **Eligibility list** is an inventory of applicants who have applied on a staffing competition and have been found qualified to fill future vacancies with the same job description. An eligibility list consists of either:
 - prequalified applicants who have been tested and interviewed and who qualify for layoff status (Priority 0) or are land claim beneficiaries (Priority 1); or
 - prequalified applicants who have been tested and interviewed and have lived in Nunavut for at least a year (Priority 2); or
 - at a department's request, other prequalified applicants who have been tested and interviewed. This option could be exercised where the position being staffed is specialized enough that only southern applicants would apply, such as lawyers or finance positions requiring professional accounting designation (Priority 3)
5. **Screening criteria** sets out the prerequisite experience and education that candidates require to be considered for an interview.

	
HIRING PROCESS ELIGIBILITY LISTS	Human Resource Manual Section 516

6. A **Human Resources Representative** is a Department of Human Resources employee that is designated to coordinate the recruitment process.
7. The **Selection Committee** includes, but is not necessarily restricted to, a Human Resources Representative and the supervisor of the position being filled. Where appropriate, a member with technical expertise or a community representative may be added to the Selection Committee, either as a full participant or in an advisory capacity with no vote in the final hiring decision.

GUIDELINES

8. **Eligibility lists** are established by the Department of Human Resources to fill same job title/description vacancies within the public service.
9. All GN competitions are advertised as having the potential to create eligibility lists for same job title/description positions.
10. An eligibility list is established after the appeal period on the initial competition is over, and there is an appointment of an applicant to the Public Service. The remaining prequalified applicants in the competition folder are then added to an eligibility list for same job title/description positions.
11. Providing the appointment is one that is subject to a right of appeal, appeal rights are provided to unsuccessful candidates after the first job offer is made.
12. An applicant may request to be removed from an eligibility list at any time.
13. **Eligibility lists** will normally be established for a term of up to six months. Factors to consider when deciding whether to use an eligibility list include:
 - the likelihood that the remaining applicants are qualified and interested; and
 - the possibility that qualified and interested applicants did not apply on the original competition and are not included in the eligibility list.
14. Deputies may request an extension of the eligibility list for another six months up to a twelve month maximum. This extended time-limit recognizes the need to allow new applicants and recent graduates an opportunity to apply for positions, helping to ensure that the best candidate is hired and the merit principle is respected.

	
HIRING PROCESS ELIGIBILITY LISTS	Human Resource Manual Section 516

PROCEDURES

15. The client department initiates a competition. The Human Resources Representative explains the eligibility list option.
16. The Human Resources Representative opens a competition file in the Recruitment and Staffing Division's competition database which will generate a competition number and include:
 - the job evaluation results;
 - the job description and organization chart; and
 - the approved job advertisement
17. The selection committee follows the applicable sections of the staffing process (i.e., screening, interviews, reference checks, etc.) to determine the best candidate.
18. The Human Resources Representative provides the successful applicant with a job offer.
19. Ranking on the eligibility list will be based on staffing priority (1. Beneficiary and 2. Nunavut resident), followed by individual ranking based on candidates' scores from the interview process.
20. Offers will be made in order based on ranking; community of residence will not be a consideration.
21. Before an official offer of employment is made, candidates must then go through reference check and CRC process (if applicable) should they be selected from an eligibility list for employment with the public service.
22. If a candidate on the eligibility list declines a job offer, they will be removed from the list.
23. No further appeal rights exist once an eligibility list has been created.
24. The remaining prequalified applicants stay on the eligibility list until they have received an offer of employment, or the eligibility list expires.

	
HIRING PROCESS ELIGIBILITY LISTS	Human Resource Manual Section 516

Cancellation of Eligibility List

25. A Deputy Minister may request that an eligibility list be cancelled based on the following criteria:

- Article 23 considerations (when there are no beneficiaries on the eligibility list)
- Departmental re-organization
- Budgetary considerations

AUTHORITIES AND REFERENCES

26. The Nunavut Public Service Act, Sections 16-22

27. The Nunavut Land Claims Agreement, Article 23

28. Priority Hiring Policy

CONTACTS

29. For clarification or further information, please contact:

**Director Recruitment and Staffing
Department of Human Resources
Iqaluit, Nunavut
975-6223**

	UNION/MANAGEMENT RELATIONS	Human Resource Manual
Incorporation of Bargaining Agents	Section 601	

INCORPORATION OF BARGAINING AGENTS

PURPOSE

1. Terms and conditions of employment for bargaining unit employees are determined through negotiation with a recognized bargaining agent.

APPLICATION

2. These guidelines and procedures apply to all employees.

DEFINITIONS

3. **Incorporation** is the legal recognition of an employees' association as a bargaining agent.

PROVISIONS

4. Employees' associations in the public service of Nunavut are incorporated by legislation. The *Nunavut Public Service Act* establishes the status of all employees by identifying which positions are eligible to be included in the bargaining unit.
5. An employees' association recognized as a bargaining agent has the exclusive right to bargain collectively on behalf of employees in the bargaining unit.

AUTHORITIES AND REFERENCES

6. *Nunavut Public Service Act*

CONTACTS

7. For clarification or further information please contact:

Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211

	UNION/MANAGEMENT RELATIONS	Human Resource Manual
	Collective Bargaining	Section 602

COLLECTIVE BARGAINING

PURPOSE

1. The Employer has a duty to bargain with the employees' associations in good faith.

APPLICATION

2. These guidelines and procedures apply to all bargaining unit employees of both the Nunavut Teachers Association and the Nunavut Employees Union.

DEFINITIONS

3. **Collective Bargaining** is the method used to determine wages, hours and other conditions of employment through direct negotiations between the Employees Association/Union and the employer. The result of collective bargaining is a written agreement, which covers all employees in the bargaining unit.
4. **Bargaining Agent** means an employees' association incorporated by an Act as the bargaining agent for the employees in a bargaining unit.
5. **Bargaining Unit** means a unit of employees established by the *Nunavut Public Service Act* for the purpose of collective bargaining.
6. **Collective Agreement** means an agreement in writing entered into, pursuant to Sections 41 and 42 of the *Nunavut Public Service Act*, between the Government of Nunavut and an employees' association respecting terms and conditions of employment and related matters.
7. **Day/Days** means calendar days not working days.
8. **Emergency Situation** means an emergency as reasonably determined by the Minister of Human Resources.
9. **Employee**, for the purpose of the collective bargaining process, means an employee who is a member of a bargaining unit.
10. **Employer** refers to the Government of Nunavut.

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11. **Essential Services** means services that are necessary to ensure a continuation of minimal service.
- (1) to protect the health and safety of the public;
 - (2) to prevent destruction or serious deterioration of machinery, equipment or premises; or
 - (3) to prevent disruption of the administration of the courts,
- and includes services provided by the most senior employee at each power plant who has responsibility for the on-site operation of the plant.
12. **Essential Services Agreement** means an agreement referred to in subsection 41.02(2) of the *Nunavut Public Service Act* and shall be deemed to include any award made by an arbitrator under subsection 41.02(7) of the *Nunavut Public Service Act*.
13. **Financial Management Board (FMB)** means the committee of the Executive Council known as the Financial Management Board, established by subsection 3(1) of the *Financial Administration Act*.
14. **Mediation** is a process that allows parties to have the assistance of a third party in trying to reach agreement.
15. **Memorandum of Agreement** refers to the various clauses agreed to during the negotiation process and forming the ruling document from which the collective agreement is later drafted.
16. **Memorandum of Understanding** means an agreement signed by both parties to a collective agreement, intended to clarify the meaning, application or administration of items included in the collective agreement.
17. **Parties** refers to the Employer, a bargaining agent and the employees.
18. **Strike** means a cessation of work or a refusal to work or to continue to work by employees, in combination, in concert or in accordance with a common understanding.
19. **Teacher** means an employee who possesses a valid Nunavut Teaching Certificate and includes Classroom Teachers, Aboriginal Language and Cultural Specialists, Part-time teachers, Grade Co-coordinators, Subject

 <p style="text-align: center;">UNION/MANAGEMENT RELATIONS</p>	Human Resource Manual
Collective Bargaining	Section 602

Coordinators, Teacher Consultants, Curriculum Specialists, Assistant Principals and Principals.

20. **Work Stoppage** means any cessation of normal business operations resulting from a strike.

PROVISIONS

21. The Minister of Human Resources is charged with the responsibility for negotiating collective agreements. The employer or the Nunavut Employees' Association or the Nunavut Teachers Association will notify the other party in writing to commence bargaining collectively. This notice is usually given several months in advance of the expiry of the collective agreement.
22. Under the terms of the *Nunavut Public Service Act* bargaining for the Collective Agreement must begin within 60 days from the date the notice to commence bargaining was given, or by a date set by the parties.
23. Under the terms of the *Nunavut Public Service Act* bargaining for the Essential Services Agreement must begin within 20 days from the date notice was given to commence bargaining, or by a date set by the parties.
24. Sections 41 and 42 of the *Nunavut Public Service Act* govern collective agreements. The provisions of the Act bar certain matters from negotiation; collective agreements cannot deal with rents payable by employees to the Government or payments related to rentals from persons other than the Government; the terms of the collective agreement cannot alter or eliminate terms of employment if this requires an amendment to legislation.
25. Where notice to bargain has been served, any term or condition of employment in force at the time remains in force for employees in that bargaining unit until:
- (1) a new collective agreement that applies to the bargaining unit is signed; or
 - (2) the following conditions have been met:
 - 21 days have elapsed since a mediator was appointed under section 41.1 of the *Nunavut Public Service Act*,

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	Collective Bargaining	Section 602

- an essential services agreement is in effect; and
- there is no longer a collective agreement in effect applying to the bargaining unit.

Essential Service Agreement Negotiations

26. The Department of Human Resources sends out a call letter to Departments and Agencies asking for a list of positions, with rationales, which in the opinion of the Departments should be declared Essential or Emergency in the event of a strike.
27. The Department of Human Resources in consultation with the Departments and Agencies, develops a proposal identifying all of the positions to be declared essential or emergency.
28. The Department of Human Resources, on behalf of the employer, and the Union exchange proposals and negotiate in an effort to reach an essential services agreement. Representatives from the Departments, Boards and Agencies may be called upon by the negotiating team to clarify the rationale for certain essential services requests.
29. If the employer and the union are unable to negotiate a complete agreement, an Arbitrator is selected to provide a ruling on the positions the parties have not been able to come to agreement.
30. Once an Essential Services Agreement is made the Department of Human Resources advises each Department of the results. The Department then notifies each employee in the bargaining unit, who under the agreement, is required to work during a strike and shall indicate in the notice whether the employee is required to work to provide essential services or to respond to an emergency situation.

Collective Agreement Negotiations

31. The Department of Human Resources sends out a call letter to departments asking for their concerns and suggestions, to use in the formulation of proposals.
32. The FMB provides the mandate for bargaining and the Government's bargaining proposals are based on this mandate.

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33. The two parties to the collective agreement prepare and exchange bargaining proposals containing those items they would like changed or included in the collective agreement. The parties then negotiate and try to reach agreement.
34. If the parties are unable to reach an agreement to renew the collective agreement, they submit the issues in dispute to mediation. The mediator meets with the parties and tries to assist them in reaching an agreement.
35. If the parties are able to reach a negotiated settlement alone, or through mediation they recommend the proposed changes to their principals. The Government bargaining team seeks the ratification of the FMB and the Union or Association holds a ratification vote for their members. If the proposed changes are ratified by both parties a new agreement is printed and distributed to the members of the bargaining unit.
36. If the parties are unable to negotiate an agreement, either alone or with the assistance of a mediator, the employer may change the terms and conditions of employment and the members of the bargaining unit may strike. Both of these courses of action are conditional on 21 days having elapsed from when a mediator was appointed, an essential services agreement being in effect, and there is no longer a collective agreement in effect that applies to the bargaining unit.

AUTHORITIES AND REFERENCES

37. *Nunavut Public Service Act*
Section 41 & 42
38. *Collective Agreement with Nunavut Teachers Association*
39. *Collective Agreement with the Nunavut Employees Union*

CONTACTS

40. For clarification or more information on this topic contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

 <p style="text-align: center;">UNION MANAGEMENT RELATIONS</p>	Human Resource Manual
Joint Consultation	Section 603

JOINT CONSULTATION

PURPOSE

1. A joint consultation process exists to deal with problems in the work place. Joint consultation meetings occur between the Government, the Nunavut Teachers Association and the Nunavut Employees Union as often as mutually required.

2. The purpose of consultation is to develop and encourage the exchange of information and the discussion of problems and common concerns. Discussion will center around high-level issues that directly affect employees in the short or long term. These issues include, but are not limited to, organizational changes, major policy changes, impact of changes to legislation and issues involving services to employees by departments of the Nunavut Government. Joint consultation committees have been established and operate at the executive, regional and/or local level to discuss matters of concern to the Nunavut Employees Union.

APPLICATION

3. These guidelines and procedures apply to all employees covered by the collective agreement with the Nunavut Teachers Association (NTA) and the Nunavut Employees Union (NEU).

PROVISIONS

4. The joint consultation process is not intended to replace the negotiation process or other formal channels of communications.

5. Meetings are held at a mutually agreed upon location at times agreed upon by the representatives. Where feasible, meetings are scheduled during working hours. At a minimum, meetings will be scheduled quarterly or more often when the parties agree that it is necessary.

6. Joint consultation may result in clarification of existing policy, the development of new policies, or revisions to the Human Resource Manual. Any material released or publicized as a result of a joint consultation meeting must be done so with the consent of the parties.

7. With regard to joint consultation with the NTA the Government is represented by the Assistant Deputy Minister of Education or his/her

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Joint Consultation	Section 603

designate. The NTA is represented by the President of the Association. By mutual agreement, representatives from other Government departments may be invited to assist in the resolution of particular issues.

8. At each committee level, in the NEU process, the Government is represented by the Department of Human Resources and, as far as possible, by employees designated as managerial or confidential exclusions from the bargaining unit. Employee's Association representatives consist of officers of the bargaining unit or employees appointed by the Employee's Association.
9. Representatives on the consultation committee choose a chairman, (usually a representative from each side on a rotating basis).
10. The Government provides administrative support to the committees.
11. The parties will agree on an agenda prior to the meeting. Notice of the meeting, including time and place is provided to the representatives at least one week in advance.

AUTHORITIES AND REFERENCES

12. Collective Agreement with Nunavut Teachers Association
Article 27, Joint Consultation

CONTACTS

13. For clarification or more information on this topic contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
976- 6211**

	UNION/MANAGEMENT RELATIONS	Human Resource Manual
	Contracting Out	Section 604

CONTRACTING OUT

PURPOSE

1. The Government must inform the Nunavut Employees Union (NEU) and seek its views prior to taking any action that could result in the elimination of any position in the bargaining unit by the contracting out of work.

APPLICATION

2. These guidelines and procedures apply to all positions in the bargaining unit of the NEU.

DEFINITIONS

3. **Contracting Out** means the tendering and contracting of work required to fulfil a Department's mandate to the private sector. This may include work previously performed by Government employees.

PROVISIONS

4. The Government will seek the views of the NEU before finalizing any plans to contract out work which could result in positions which are in the NEU bargaining unit becoming redundant.
5. The Deputy Head advises the NEU of the potential for work being contracted out and provides relevant information including the rationale.
6. The NEU has 15 days to provide its views in writing. This timeline can be extended by mutual consent.
7. In all cases where the Union provides its views in writing within the 15 day deadline, the Deputy Head provides a formal response to the NEU's views prior to finalizing plans to contract out.
8. The Deputy Head may lay-off employees after careful analysis of the implications of the lay-off.
9. If lay-off is deemed appropriate, the Deputy Head writes to the employee to advise of the lay-off.

 UNION/MANAGEMENT RELATIONS	Human Resource Manual
Contracting Out	Section 604

AUTHORITIES AND REFERENCES

10. Main Collective Agreement with NEU
Article 36, Contracting Out

CONTACTS

11. For clarification or more information on this topic contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
976-6211**

 <p style="text-align: center;">UNION/MANAGEMENT RELATIONS</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Union Use of Employer Premises, Facilities and Services</p>	<p style="text-align: center;">Section 605</p>

UNION USE OF EMPLOYER PREMISES, FACILITIES AND SERVICES

PURPOSE

1. Government premises, facilities and services are to be used for Government business only, except where other use is allowed under the collective agreements. In unusual circumstances the Government may allow the Nunavut Teachers Association (NTA) or the Nunavut Employee's Union (NEU) to use Government facilities and services.

APPLICATION

2. These guidelines and procedures apply to all employees.

DEFINITIONS

3. **Premises** means structures and land owned, leased or otherwise occupied by the Government.
4. **Facilities** are all items owned, leased or used by the Government, other than premises. This includes Government equipment and services such as computers, communications network and telephones.

PROVISIONS

5. Government equipment and facilities are not to be used by employees for personal purposes.
6. The internal mail system can be used for the delivery of any mail from the NTA to its members. The Government's communications network can be used by NEU members for Union business subject to the usage constraints inherent in these systems.
7. If the NEU is unable to obtain meeting rooms for union meetings, Government facilities may be made available.
8. The Government shall provide places on its premises for union literature.
9. The Government shall provide bulletin board space in each work location, exclusively for union postings of notices regarding NEU or NTA elections, appointments, meeting dates, news items and social or recreational

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activities. For the NTA, this bulletin board space will be located in the school staff room.

10. When an employee is found to be using Government equipment or facilities for personal use, disciplinary action may be taken at the discretion of the employee's supervisor or Deputy Head.
11. Accredited representatives of the NEU and NTA must obtain permission before entering restricted areas. A shop steward may contact the Director of a Division or the Deputy Head of a Department for permission. Permission is not unreasonably denied.
12. Given reasonable notice, the Government will allow NEU and NTA representatives' access to unrestricted areas. For the NTA, the staff room is considered an unrestricted area.
13. Upon request, the Government may make meeting space available to the Union to make 60 minute presentations to new employees in their home communities.

AUTHORITIES AND REFERENCES

14. Main Collective Agreement with NEU
Article 9, Union Access to Employer Premises, Provision of Bulletin Board Space and Other Facilities
15. Collective Agreement with NTA
Article 7, Information

CONTACTS

16. For clarification or further information please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

	UNION/MANAGEMENT RELATIONS	Human Resource Manual
	Exclusions	Section 606

EXCLUSIONS

PURPOSE

1. The *Nunavut Public Service Act* excludes certain employees from being members of a bargaining unit. This section outlines the criteria and process to be followed in determining which employees these are.

APPLICATION

2. These guidelines and procedures apply to all employees except teachers.

DEFINITIONS

3. **Bargaining Unit** is a unit of employees, established by the *Nunavut Public Service Act*, for the purpose of collective bargaining.
4. **Teacher** is a teacher who is an employee; this includes teachers of grades kindergarten through 12, as defined in the *Education Act*.

PROVISIONS

5. The Nunavut Employees Union (NEU) is the bargaining agent of all employees except teachers. Nunavut Teachers Association (NTA) is the bargaining agent for teachers.
6. A position is not eligible for inclusion in a bargaining unit if:
 - it is a position referred to in 49.1(2) of the *Legislative Assembly and Executive Council Act*; this includes all employees of the Legislative Assembly;
 - it is that of the superintendent of schools, an assistant superintendent of schools or a supervisor of schools within the meaning of the *Education Act*;
 - it is in the Department of Human Resources; or
 - in the opinion of the Minister, the employee is employed as follows:

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	Exclusions	Section 606

- (1) as a deputy head, a head of a secretariat of the Executive Council, an assistant deputy minister, a director, a regional director, an assistant director, an area director, a regional superintendent or an auditor;

 - Positions that qualify for exclusion under this criterion include all deputy heads, those that direct a departmental work unit and would normally be the first or second level response in the grievance process, and auditors.
- (2) in a division or section of the Department of Finance, with duties and responsibilities that include developing and administering policies, procedures and guidelines respecting human resource management, program evaluation, financial planning and resource allocation;

 - This criterion addresses positions in the Department of Finance that develop and administer policies that would result in a conflict if the employee was a member of the bargaining unit. An example of such a position is that of compensation analyst.
- (3) as one that provides support or advice directly to the Executive Council, a committee of the Executive Council or a member of the Executive Council;

 - This criterion addresses positions that report or provide advice directly to the Executive Council, a member or a committee of the council as a major part of their duties and responsibilities. Examples of such positions would include executive assistants and advisors, and support staff to Cabinet.
- (4) as a legal officer or in a position that provides translation services to a legal officer on a regular basis;

 - This criterion addresses positions that represent the GN on legal matters in court, arbitration and in front of Tribunals, and those that provide translation services for the legal division. Such positions would include

	UNION/MANAGEMENT RELATIONS	Human Resource Manual
	Exclusions	Section 606

lawyers who litigate on behalf of the GN, staff relations consultants and their interpreters. This does not include employees who are lawyers who do not litigate.

- (5) in a position with duties and responsibilities that include providing advice and assistance on a regular basis, respecting the terms and conditions of employment, including collective bargaining;
- Positions that qualify under this clause are those such as compensation analysts who provide employment and collective agreement advice and assistance.
- (6) in a position with duties and responsibilities that include carrying out the following on a regular basis:
- (a) staffing;
 - (b) interpreting employment contracts;
 - (c) resolving workplace disputes;
 - (d) responding to grievances; or
 - (e) providing advice in respect of the matters referred to in subparagraphs (a) to (d);
- When deciding if a position should be excluded from the bargaining unit it must be determined that in carrying out the normal day to day functions of their positions employees would be placed in a conflict if they were included in the bargaining unit. Having access to confidential information does not justify exclusion from the bargaining unit.
 - The positions that usually fall into this category are those of departmental human resource practitioners, consultants or officers in which these duties and /or responsibilities comprise a relatively high percentage of the positions' job description. Those positions providing support or back up services to the practitioners, consultants or officers are not usually included.

	UNION/MANAGEMENT RELATIONS	Human Resource Manual
	Exclusions	Section 606

- (7) in a position with management responsibilities that include directly assigning work to, assessing the performance of, and imposing discipline on other employees;
 - This criterion addresses positions that have substantial management responsibilities within a large division or regional office, positions with supervisory responsibilities in which there are other compelling reasons for exclusion, such as geographical remoteness from their supervisor.
 - (8) as a dentist or a medical practitioner;
 - This criterion addresses dentists' or medical practitioners' positions, but it does not include positions which report to the dentists or medical practitioners.
 - (9) in a position that provides administrative or secretarial support directly to:
 - (a) a person referred to in paragraphs (1), (2), (5), 6) or (7).
 - Excluding positions under this clause addresses those employees involved in preparing responses to the union on matters such as grievances and other disputes. Under this criterion, one person per division is the usual number that might be excluded.
7. When a position is created with a new job description, or the duties of a position change and a job description is revised, the department requesting the exclusion forwards a copy of the job description and organization chart along with the rationale for the exclusion request to the director of Job Evaluation. The Job Evaluation and Staffing Action Request Form should also reference the appropriate section of the *Public Service Act* to which the exclusion applies. See Chapter 400 for more information on the preparation of these documents.
8. A Job Evaluation consultant reviews the duties of the position against the criteria in the *Public Service Act*, and then makes a recommendation to the director of Job Evaluation regarding exclusion.

	UNION/MANAGEMENT RELATIONS	Human Resource Manual
	Exclusions	Section 606

9. If necessary, the human resource practitioner or other departmental official notifies the employee of his/her change in status and the corresponding changes to his/her terms and conditions of employment. The department ensures that the employee information in the Human Resource Information System correctly reflects the exclusion, and notifies the union of any change.

AUTHORITIES AND REFERENCES

10. Nunavut Public Service Act
Section 41 – Collective Agreements
11. Legislative Assembly and Executive Council Act
12. Human Resource Manual
Section 402, Evaluating Positions
13. Main Collective Agreement with the NEU
Article 12 Check Off and Information

CONTACTS

14. For clarification or further information, please contact:

**Director Job Evaluation
Department of Human Resources
Iqaluit, Nunavut
975-6227**

or

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

	<p align="center">DISPUTE RESOLUTION</p>	<p align="center">Human Resources Manual</p>
<p align="center">Grievances and Complaints</p>		<p align="center">Section 701</p>

GRIEVANCES AND COMPLAINTS

PURPOSE

1. Disputes between the Government and employees and or their bargaining agent are resolved through the grievance process.

APPLICATION

2. These guidelines and procedures apply to all employees.

DEFINITIONS

3. **Grievance** is a statement of dissatisfaction, usually by an individual but sometimes by the union or management, concerning the interpretation or application of a provision of an Act, or regulation, direction or other instrument made or issued by the Employer dealing with the terms or conditions of employment, provisions of the collective agreement or Arbitral Award, disciplinary action, dismissal and letters of discipline.
4. **Grievance Arbitration** is the procedure by which a board or single arbitrator, acting under the authority of both parties, hears both sides of the controversy and issues an award, usually in writing, that is binding on the parties.
5. **Expedited Arbitration** is a process very similar to grievance arbitration. However, witnesses are not called. Instead, an agreed statement of facts is presented to the arbitrator by management and the union or association. Expedited arbitration is not precedent setting and is used for less complicated cases such as disputes regarding the interpretation of a clause or article in the collective agreement.

PROVISIONS

Grievances

6. The grievance process, outlined in the collective agreements allows the parties to the agreement to settle disputes that arise regarding the interpretation or application of a provision of an Act, or regulation, direction or other instrument made or issued by the employer dealing with the terms or conditions of employment, a provision of the collective agreement or Arbitral Award, disciplinary action, dismissal and letters of discipline.

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<p>Grievances and Complaints</p>	<p>Section 701</p>

7. Excluded employees present their grievances personally while employees in the Nunavut Employees Union (NEU) or the Nunavut Teachers Association (NTA) bargaining units may be represented or assisted by the union or association at any level.

8. The grievance process for excluded employees and NEU bargaining unit employees is a two level process.

Initial Level 1 First Level of Management - usually the employee's direct supervisor or a person designated as the first level grievance respondent;

The employer and the union shall meet at the Initial Level of the grievance procedure with respect to each grievance.

Final Level 2 Final Level of Management - usually the employee's deputy head;

The grievance process for employees in the NTA bargaining unit is a two-step process.

Step 1 First Step of Management – usually the employee's Executive Director of Education or a person designated as a grievance respondent;

Step 2 Second Step of Management – usually the President of the NTA and the Director of Employee Relations or a person designated to review the grievance.

9. The different levels of the grievance procedure allow the matter to be examined by different individuals.

10. Specific time limits apply within which employees may submit grievances, and within which the appropriate employer representative must respond to a grievance, see Attachments "A" and "B". The time limits may be extended by mutual agreement between the government and the employee or the employee's representative.

Arbitration/Expedited Arbitration

11. If a grievance of an employee in the bargaining unit is not resolved during the grievance process, it may be referred to arbitration. Arbitration is similar to a court proceeding, although it is less formal. The hearing itself

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normally lasts for one to two days. However, depending on the issue being arbitrated and the number of witnesses that are heard, it may last several days. The union or association and the employer both present their side of the matter. The arbitrator reviews the presentations, makes a decision and issues a written award within 3 months in accordance with the *Arbitration Act*. The arbitrator's decision is binding on the union or association and the government. Should either party to the grievance not abide by the award, the arbitrator's award may be filed with the courts and become an order of the court. Expedited arbitrations are much quicker, with an oral decision usually rendered the same day as the hearing.

12. An employee submits a complaint through the formal grievance process. The employee and the immediate supervisor make a reasonable attempt to solve the problem. The employee may also seek advice from a representative of the union or association.

13. The Executive Director of education has a meeting with the employee and the employee's NTA representative to determine exactly what the employee's concerns are in an attempt to resolve the complaint.

If not resolved at the first step, the grievance moves to the second step where the Executive Director of the NTA and the Director of Employee Relations or his/her designates attempts to reach a resolution. After exhausting these two steps, the matter may be referred to binding arbitration.

14. For employees in the NEU bargaining unit, the employer and the union shall meet at the Initial Level of the grievance procedure with respect to each grievance.

If not resolved at this level for excluded employees and employees in the NEU bargaining unit, the grievance moves to the final level of management where the deputy head or his/her designate attempts to reach a resolution. After exhausting the two levels, the matter may be referred to arbitration, in the case of a member of the NEU bargaining unit or to the Minister of Human Resources in the case of an excluded employee. The decision of the arbitrator is binding and in the case of a grievance from an excluded employee, the minister's decision is final.

15. The Employee Relations Division of the Department of Human Resources provides advice on drafting responses to grievances and the current

	
DISPUTE RESOLUTION Grievances and Complaints	Human Resources Manual Section 701

practices of administering benefits or interpreting the collective agreement. A sample grievance response is provided, see Attachment “C”.

AUTHORITIES AND REFERENCES

16. Nunavut Public Service Regulations
Sections 41 - 47, Grievances
17. Main Collective Agreement with NEU
Article 35, Adjustment of Disputes
18. Collective Agreement with NTA
Article 20, Grievances and Complaints
19. Arbitration Act

CONTACTS

20. For further information or clarification please contact:

Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut

 <p>DISPUTE RESOLUTION</p>	<p>Human Resources Manual</p>
<p>Grievances and Complaints</p>	<p>Section 701</p>

ATTACHMENT “A”

**GRIEVANCE PROCEDURE FOR NTA BARGAINING UNIT MEMBERS
(ARTICLE 20.05)**

1. STEP #1

- Employee/Association notifies the Executive Director of the nature of the complaint within Forty (40) working days of becoming aware of the incident giving rise to the complaint.
- The Executive Director may meet with the grievor/association within 10 working days of receiving the written grievance.
- Executive Director will provide the grievor/association with the written decision within 10 working days of the meeting or 20 working days following receipt of the written grievance.

2. STEP #2

- If not resolved or the grievor who is not satisfied with the decision at the 1st step, the grievor may refer the grievance in writing to the President of the Association and the Director of Employee Relations within 10 working days of receiving the written decision.
- The President of the Association and the Director of Employee Relations or their designate will meet to review the grievance in an attempt to find a mediated solution which they may recommend to the grievor and the Deputy Minister of Education or his/her designate to resolve the grievance.
- If not resolved within 20 working days, the Association may refer the grievance to arbitration.

3. BINDING ARBITRATION

- Only matters related to the interpretation/application of the terms and conditions of employment may be referred to arbitration.

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ATTACHMENT “B”

**NEU GRIEVANCE PROCEDURE
EMPLOYEE/UNION**

1. The employee/union has 30 calendar days to file a grievance regarding the interpretation/application of the collective agreement and 15 calendar days on other issues.

INITIAL LEVEL #1

2. The level one grievance respondent has 14 calendar days to respond in writing from when the grievance was received, then;

The union has 14 days from receipt of the written response to forward to level #2.

FINAL LEVEL #2

3. The deputy head has 30 calendar days from receipt of the final level grievance to respond, then;

The union has 21 calendar days from receipt of the final-level response to forward the grievance to arbitration.

ARBITRATION

* Note: time limits may be extended through mutual agreement

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<p>Grievances and Complaints</p>	<p>Section 701</p>

ATTACHMENT “C”

SAMPLE GRIEVANCE RESPONSE

Date:

Association/Union
 Representative
 Name and Address

Dear (name of Representative):

First/Second Level Grievance - Name of Employee (Issue Grieved)

I acknowledge receipt of your letter of (date) grieving (action grieved). I have reviewed the circumstances surrounding this grievance and have reached a decision.

(In this next paragraph briefly provide the reasons for the denial or acceptance of the grievance. These reasons can include specific articles of the relevant Collective Agreement, a policy or procedure to be followed, past practice, timeliness of the grievance or other reasons. You may want to set up a meeting with the employee and the Union or Association representative to discuss the matter. Ensure that your reasoning is consistent and correct, as they will rely on what is said in your response should they decide to forward the matter to the second or third level of the grievance procedure. If you have concerns or questions about an issue you should consult with your administrative personnel, a higher level of management, a Staff Relations consultant at headquarters or the Regional Human Resource Office.)

For the above reasons I hereby deny the grievance at first/second level.

- or -

For the above reasons redress as requested will be granted.

Sincerely,

(Signature of grievance designate)

cc: Employee
 Regional Superintendent/Director
 Personnel File
 Director, Employee Relations

	
DISPUTE RESOLUTION Staffing Appeals	Human Resource Manual Section 702

STAFFING APPEALS

PURPOSE

1. The Staffing appeals process allows unsuccessful candidates the opportunity to present their case if they feel that they have not been treated fairly in the competition process.

APPLICATION

2. This directive applies to:
 - (1) An unsuccessful candidate eligible for priority hiring under *Article 23* of the *Nunavut Land Claims Agreement* that applied on a position in a department or an agency of the Government of Nunavut, with the exception of the Workers' Safety and Compensation Commission of the Northwest Territories and Nunavut, and Nunavut Development Corporation.
 - (2) An unsuccessful candidate that is an employee of the Government of Nunavut; who has applied on a position included in the Nunavut Employees Union (NEU) in a department or an agency of the Government of Nunavut, with the exception of the Workers' Safety and Compensation Commission of the Northwest Territories and Nunavut, and Nunavut Development Corporation.

DEFINITIONS

3. **Staffing Appeal Committee** is the Committee formed to hear the appeal and to provide an independent review of the competition. The Committee determines whether procedural fairness occurred in the application of legislation, regulations, policies, directives, and procedural guidelines in the competition process and whether the appeal should be granted or denied.
4. **Appellant** is the individual filing the appeal.
5. **Applicants** are the individuals who have applied on a staffing competition.
6. **Proposed Appointee** is the individual to whom the job offer has been made.

	
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7. **Selection Committee** is the Committee which consists of at least the position's supervisor (or alternate) and the Department of Human Resources Staffing Consultant. Sometimes this Committee will include community representatives or technical specialists.

PROVISIONS

8. An appellant who is eligible to file an appeal must do so within the following limits:
- (1) four working days after the day on which the unsuccessful applicant was verbally notified of the proposed appointment; or
 - (2) ten working days after the date upon which written notification of the proposed appointment was mailed to the unsuccessful applicant.
9. An applicant must file the appeal in writing or by e-mail with the Director of Recruitment and Staffing in Iqaluit and the Community Operations Managers in the Regions. Appeals must be filed within the prescribed time limits in paragraph #8 above.
10. Appeal rights do not exist where the proposed appointment is one of the following:
- (1) an appointment resulting from the classification or reclassification of an existing position;
 - (2) an appointment of a lay-off, unless the appellant is a lay-off;
 - (3) a demotion under Section 29 of the *Public Service Act*;
 - (4) return of an employee from leave of absence;
 - (5) a change made for health purposes and which is not a promotion;
 - (6) an appointment of a person completing a Government training program;
 - (7) a direct appointment; or
 - (8) an appointment to an excluded position.
11. Appeals are heard by a Staffing Appeals Committee consisting of three members: the Assistant Deputy Minister of Human Resources, the President of the NEU or their respective delegates and a mutually agreed upon Chairperson. The purpose of the committee is to conduct an independent review of the competition for procedural fairness in the application of legislation, regulation, policies, directives, and guidelines,

	
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which guide the competition process. The Committee cannot award a job to an applicant.

12. If no irregularities are observed, the Committee denies the appeal. If there are any irregularities and the appellant was prejudicially affected, the Committee upholds the appeal and recommends a direction from the point that the error occurred. These direction options are listed in the Staffing Appeals Guidelines.
13. An applicant who is eligible to appeal and wishes to do so must provide a letter stating they want to appeal a competition within the specified time lines. The written notice should be addressed to:

Director, Recruitment and Staffing
 Department of Human Resources
 Government of Nunavut
 Box 100, Station 430
 Iqaluit, Nunavut
 XOA OHO

This may be hand delivered, faxed to (867) 975-6224, e-mailed or mailed to the Director, Recruitment and Staffing.

14. For Regional competitions, the appeal must be provided to the Regional Manager, Human Resources responsible for the position staffing as follows:

Baffin: **Regional Manager**
 Qikiqtaaluk Region
 Department of Human Resource
 Government of Nunavut
 Box 233
 Igloolik, Nunavut

Fax Number: 934-2027

Keewatin: **Regional Manager**
 Kivalliq Region
 Department of Human Resources
 Government of Nunavut
 P.O. Bag 002
 Rankin Inlet, Nunavut
 XOC OGO

Fax Number: 645-2870

	
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Kitikmeot: **Regional Manager**
 Kitikmeot Region
 Department of Human Resources
 Government of Nunavut
 Box 2375
 Cambridge Bay, Nunavut
 XOB OCO

Fax Number: 983-4061

15. The appeal letter must contain the following information: name, address and telephone number of the appellant, the competition number, and the competition title that is being appealed.

16. To be accepted, the written notice of appeal must be received by the Director of Recruitment and Staffing or the appropriate Regional Manager of Human Resources within four working days of verbal notification of the proposed appointment or within 10 working days after the written notification of the proposed appointment. If faxed, the date on the fax will be used to verify the time of receipt. If delivered by hand, the date of delivery will be used to verify the time of receipt.

17. Once the appeal is received and verified by Staffing or the appropriate Department of Human Resources Regional office, the NEU is notified of the following:
 - (1) the name of the appellant(s);
 - (2) competition number, department, region, and position number;
 - (3) name of the proposed appointee; and
 - (4) the date the appeal period closes.

18. In consultation with the NEU, a Chairperson is selected and hearing dates, times and locations are set.

19. Staffing or the appropriate Department of Human Resources Regional office informs the Staffing Consultant responsible for the competition of the receipt of an appeal. The Staffing Consultant does the following:
 - (1) informs the proposed appointee that the offer of appointment has been withdrawn pending the outcome of the appeal;

 - (2) informs the department representatives who were members of the

	
DISPUTE RESOLUTION Staffing Appeals	Human Resource Manual Section 702

Selection Committee that an appeal has been filed; and

- (3) prepares three appeal packages and forwards them to the Director of Recruitment and Staffing, Iqaluit, or if in the Region, the Regional Manager of the Department of Human Resources, that includes the following:
 - copy of the letter of appeal;
 - a written competition summary report which makes reference to the relevant policies, procedures, and guidelines that guided the selection panel in their decision;
 - the staff requisition;
 - the job description;
 - the advertisement;
 - any scoring/rating forms used for the appellant(s) and appointee(s);
 - written record of references (actual references may be supplied on request at the hearing);
 - the appointee's and appellant's resumes/applications;
 - interview questions, including committee members' notes; and
 - any correspondence between the Staffing Consultant and the appellant or appointee.
20. Staffing distributes an appeal package to the President of the NEU delegate and the Chairperson at least 24 hours prior to the hearing.
21. Within 48 hours of completing the review, the Chairperson prepares a confidential report of the findings of the Staffing Appeal Committee and its decision. The Chairperson has the report signed by all three members of the Committee and delivers the report to the Department of Human Resources delegate residing on the appeal committee.
22. For Headquarters' appeals, Staffing notifies the appellant and the Staffing Consultant of the decision. The decision is confirmed in writing with the appellant. For regional appeals, the appropriate Regional Department of Human Resources office notifies the appellant and follows up with written confirmation. The Staffing Consultant is also advised of the decision. The

	
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Staffing Consultant notifies the proposed appointee of the decision.

23. The Assistant Deputy Minister of Human Resources provides a copy the Staffing Appeal Committee Report to the President of the NEU, the Deputy Head of the employing department, board or agency advising them of the Staffing Appeal Committee's decision. For Regional appeals, the Regional Department of Human Resources office takes this action. However, before sending the letters out, the regional Department of Human Resources office will ensure that Staffing is aware of the appeal results. The Staffing Division is available for any assistance required for regional appeals.
24. If in a Region, the Regional Department of Human Resources office sends a copy of the Staffing Appeal Committee Report to the Assistant Deputy Minister of Human Resources in Iqaluit.
25. The Director, Recruitment and Staffing, reviews appeal reports on a regular basis to determine what action or training can be implemented to improve the staffing process.

AUTHORITIES

26. **Nunavut Public Service Act**
Section 17(2), Appeal of Minister's Decision.
27. **Staffing Appeals Regulation**

CONTACT

28. For clarification or further information please contact:

Director, Recruitment and Staffing
Department of Human Resources
Iqaluit, Nunavut
975-6223

 <p>JOB EVALUATION</p>	<p>Human Resource Manual</p>
<p>Job Evaluation Appeals</p>	<p>Section 703</p>

Job Evaluation Appeals

PURPOSE

1. In all cases where an employee believes that his/her position has been improperly evaluated, the employee may appeal the evaluation of their position.

APPLICATION

2. These guidelines and procedures apply to all government employees except senior managers, excluded employees and employees covered by the agreement with the Nunavut Teachers Association.

DEFINITIONS

3. **The Job Evaluation Appeal Board** is a committee consisting of an independent chairperson chosen by the Employer and the Union and two representatives each from the Union and the Employer.
4. **A Job Description** is a written statement of the duties and responsibilities of a position. It also contains a description of the knowledge and skills required of an incumbent in order for the person to satisfactorily do the job. It lists the working conditions that may exist when the duties of each position are performed. Deputy heads are the final authority respecting the assignment of work and job description content within their departments or agencies.
5. **Hay Guide Charts** are the Hay Guide Charts produced by Hay Management Consultants.

PROVISIONS

6. Employees are encouraged to include detailed information in their evaluation appeal on why the employee believes that their position is improperly evaluated.
7. Only the incumbent of a position may appeal the evaluation of their position.
8. Employees cannot appeal the evaluation for a position they are acting in.
9. A position can only be appealed on the basis of the evaluation and not an inaccurate job description.

	JOB EVALUATION	Human Resource Manual
	Job Evaluation Appeals	Section 703

10. An employee will file an appeal directly to the Deputy Minister of Human Resources stating the reasons for the appeal.
11. Employees may not sit on the Appeal Board, as it is inappropriate for the incumbent of a position to be involved in the position's evaluation.
12. At all levels of the Appeal process, the Hay Job Evaluation Guide Charts, in conjunction with GN Benchmarks, Job Ladders and Job Families as set out in the Job Evaluation Manual, will be used for evaluating positions.
13. The evaluation of a position by the Job Evaluation Appeal Board shall be final and binding.
14. The employee may withdraw their appeal request at any time during the appeal process.
15. Before submitting a written request for a review by the Job Evaluation Appeal Board to the Department of Human Resources, an employee shall discuss any concerns with the evaluation of their position or the content of their job description with their manager.
16. The effective date of any pay action resulting from an appeal will be the date the appeal documents are received in Human Resources.
17. The decision of the Job Evaluation Appeal Board is communicated in writing to the employee, the President of the Nunavut Employee's Union, Compensation and Benefits and the employee's Deputy Head.
18. The Director Job Evaluation ensures that the Board decisions are implemented within one week.

 JOB EVALUATION	Human Resource Manual
Job Evaluation Appeals	Section 703

AUTHORITIES AND REFERENCES

19. Main Collective Agreement with the Nunavut Employees Union
Article 34

CONTACTS

20. For clarification or more information on this topic contact:

Director Job Evaluation
Department of Human Resources
Iqaluit, Nunavut
975-6227

	
DISCIPLINE	Human Resource Manual
Employee Discipline	Section 801

EMPLOYEE DISCIPLINE

PURPOSE

1. Employee performance and behaviour is expected to contribute toward the achievement of the organization's goals and objectives. When an employee's performance or behaviour is unsatisfactory, corrective action must be taken. This corrective action will take the form of progressive discipline when the situation is a result of inappropriate behaviour or unsatisfactory performance and when the employee has the ability to perform at an acceptable level but chooses not to do so.

APPLICATION

2. These guidelines and procedures apply to all employees.

DEFINITIONS

3. **Disciplinary Suspension** is the temporary absence without pay of an employee from the place of duty to stress upon the employee the seriousness of the misconduct.
4. **Demotion** is the transfer to a new position with a maximum rate of pay lower than the maximum rate of pay for the position held by the employee immediately prior to the transfer. A demotion may be for a fixed period.
5. **Dismissal** is the termination, at the employer's discretion, of an individual's employment for cause.
6. **Employee Relations** is a Division of the Department of Human Resources.
7. **Standards of General Conduct** are accepted forms of performance, activity and behaviour that require no set rules to ensure compliance (e.g., coming in to work on time).
8. **Standards of Particular Conduct** are established work rules or orders set out by the employer (e.g., taking coffee breaks according to a rotational schedule).

	
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Employee Discipline	Section 801

9. **Written Reprimand** is a written warning that performance or conduct is unsatisfactory. A copy of the written reprimand is placed on the employee's personnel file, becoming part of the employee's record.

PROVISIONS

10. The manager must inform an employee of the standards of particular conduct that apply in the workplace.
11. Employees may be disciplined for breaching standards of general conduct or standards of particular conduct.
12. The problem of an employee's failure to maintain the required standards of conduct must be resolved. In assessing misconduct, the manager should consider such factors as:
- the employee's length of service;
 - the employee's past record;
 - the seriousness of the offence; and
 - any other pertinent facts.
13. It is inappropriate to allow other employees to witness the discipline of co-workers. Interviews involving discipline must be held in private. **Employees must receive 24 hours notice and the right to union representation prior to a meeting, if the matters to be discussed may give rise to a suspension or dismissal.**
14. Discipline should not be viewed as punishment, but as a method of correcting a problem.
15. Disciplinary action should not be delayed. An inordinate time gap between the breach of conduct and the manager's response tends to disassociate the offence from the corrective action.
16. Disciplinary action should only be taken after the employee has an opportunity to present his or her version of the events. A meeting should be held with the employee for this purpose. If suspension or dismissal is being considered, an employee who is a member of an employee union must be given 24 hours notice of the meeting and be advised of the right to have a representative present at the meeting.
17. Employees in the NEU bargaining unit that are required to attend a meeting that may result in suspension or dismissal may request the

	
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meeting be postponed for a maximum of three working days to allow the employee to arrange to have a union representative present.

18. Discipline should be applied progressively unless the misconduct is extremely serious (e.g., theft, physical assault, or serious insubordination). If the employee fails to correct the behaviour, the discipline imposed becomes stronger with each incident. The progressive discipline process normally follows these steps:

Step 1 - Written Reprimand

Written reprimands are usually administered by the immediate supervisor. The supervisor may consult and involve their director or superintendent. The supervisor may also consult with their Human Resource Practitioner or Employee Relations before proceeding.

Step 2 - Disciplinary Suspension or Demotion

Disciplinary suspensions are administered by the Deputy Head in consultation with Employee Relations, upon the recommendation of the supervisor. Suspensions are applied progressively, but should be appropriate to the offence. The first suspension is normally for one day. If this does not correct the behaviour and repetition occurs, then the next incident would result in a five day suspension, followed by a ten day suspension. After a 10 day suspension, dismissal would be considered.

Deputy Heads should suspend an employee where they feel that an extensive investigation is required, the results of which may lead to dismissal. Where the Deputy Head feels an employee must be removed from the work site to properly conduct an investigation, then a suspension pending investigation under Section 30 of the *Nunavut Public Service Act* (PSA) is required. There are also provisions for suspension pending investigation under the *Nunavut Education Act* that apply to teachers. If you are going to meet the employee to advise him/her of the suspension pending investigation and there is a chance the outcome of the investigation may result in either a suspension or dismissal, you must provide them with 24 hours notice of the meeting and the right to union representation.

Disciplinary demotions under PSA Section 29 can be administered by the Deputy Minister of the department. Demotions after investigations PSA Section 30 are administered by the Deputy Minister of Human

	
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Employee Discipline	Section 801

Resources in consultation with the employing Deputy. Demotion may be used as a "last resort" prior to dismissal.

Section 29 of the PSA gives an employee the right to appeal a demotion or suspension. An appeal must be made in writing to the Minister of Human Resources within 14 days of receiving the letter of suspension or demotion. The Minister can overturn, reduce or confirm the suspension or demotion.

Step 3 - Dismissal

The Deputy Minister of Human Resources in consultation with the Deputy of the employing department has the authority to dismiss an employee from a public service position. The authorities for imposing discipline are outlined in Attachment "A".

19. For a casual employee, the progressive discipline process in #18 above may be accelerated resulting in dismissal without all the steps having been taken (see Section 802 for casual employees).
20. Incidents of serious misconduct (such as assault, theft or serious insubordination) may warrant serious disciplinary measures, and steps of the progressive discipline process may be by-passed.
21. If a meeting (including a meeting advising the employee of a suspension pending investigation) is held with an employee who is a member of the NEU bargaining unit, that may result in a dismissal or suspension, the employee must receive 24 hours notice and must be advised of the right to have a Union representative present at the meeting.
22. Employees must receive 24 hours notice and the right to union representation prior to receiving his/her letter for suspension or dismissal, if you are going to give the letter to the employee in person.
23. Written reprimands, letters of suspension, letters of demotion and letters of dismissal are copied to an employee's personnel file.
24. The manager informs employees of the standards of particular conduct which apply to the workplace.

**DISCIPLINE****Human Resource Manual****Employee Discipline****Section 801**

25. When standards of conduct are breached, the manager initiates disciplinary action. The manager begins documenting this on a disciplinary action record sheet, see Attachment “B”.
26. If necessary, in order to determine the appropriate action to take, the manager may contact their human resource section who in turn may:
 - i) contact Employee Relations for assistance with progressive discipline; and
 - ii) consult with other managers and superiors.
27. The manager holds a private interview with the employee (with 24 hours notice and the right to Union representation if suspension or dismissal may occur) before disciplinary action is taken to do the following:
 - i) ensure the employee is aware of the problem;
 - ii) give the employee an opportunity to explain the circumstances surrounding the unsatisfactory performance or the breach of conduct;
 - iii) determine if the employee's actions were merely a result of misunderstanding directions, or if the employee wilfully broke rules of conduct; and
 - iv) explain to the employee how management will deal with the misconduct.
28. If the employee says the unsatisfactory behaviour is due to physical, personal or domestic problems, the manager encourages the employee to seek professional advice or treatment. This should include providing the employee with the toll-free number for the Government of Nunavut Workplace Wellness Program.
29. The manager makes notes of the interview. These notes are not placed in the employee's personnel file, but are kept for future reference should the behaviour continue, as well as for reference when the manager prepares a performance appraisal for the employee.
30. If culpable misconduct occurs, the manager meets with the employee to obtain an explanation. If required, the manager advises the employee that a letter of reprimand is being considered.
31. The manager prepares a written reprimand, see Attachment “C”. The manager gives this letter to the employee. A copy is placed in the

	
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employee's personnel file. The written reprimand informs the employee of the corrective action that will be taken and must include the following:

- i) an explanation of the behaviour for which the employee is being reprimanded;
 - ii) an explanation of how to correct the behaviour;
 - iii) an explanation of the type of discipline that is being considered or that will be carried out;
 - iv) a plan of action for correcting the problem, with time lines, if possible; and
 - v) an explanation of further action that will be taken if the employee fails to correct the behaviour.
32. More than one written reprimand may be given before proceeding to a suspension. Consult with your Human Resource section to determine if it is appropriate to move to the next step or issue another letter.
33. Where a disciplinary suspension or demotion is the next step in the progressive discipline procedure, the manager must do the following:
- i) carry out a thorough investigation; and
 - ii) if warranted by the investigation, prepare a report for the Deputy Head and recommend disciplinary suspension or demotion. (The report must include the employee's explanation.)
34. If the Deputy Head accepts the recommendation for suspension, the Deputy Head prepares a letter of suspension, see Attachment "D". This letter is given to the employee. A copy is placed on the employee's personnel file.
35. An employee may be suspended several times. Suspensions of one, three, five, and ten days are the normal progression.
36. If the Deputy Minister of Human Resources accepts a recommendation for demotion, the Deputy Minister of Human Resources advises the employee, in writing, of the demotion, see Attachment "E". This letter is given to the employee. A copy is placed on the employee's personnel file.
37. The Deputy Head may consider dismissing an employee as the final step in progressive discipline on recommendation from the Manager. As much information as possible should accompany this

	
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recommendation to ensure the Deputy Head is making an informed decision.

38. The Deputy Head reviews the request for dismissal. In conducting the review, the Deputy Head looks at the facts, checks for progressive discipline, examines case law and checks to see if the employee was treated fairly and reasonably. The following points are examined during this process:
- i) Does the seriousness of this offence warrant dismissal? (e.g., serious misconduct such as theft, fraud, insubordination and dishonesty, etc.)
 - ii) What are the Government rules for dealing with the particular offence? Have these rules been followed?
 - iii) Are these rules confirmed or reiterated in a union contract, an employee handbook or by previous Government actions that set precedents for dealing with similar incidents?
 - iv) Was it made clear to the employee that this offence may result in dismissal?
 - v) What is the length of the employee's service?
 - vi) What is the employee's performance like and are performance appraisals on file?
 - vii) Was the employee given a chance to provide an explanation of his/her version of the events?
 - viii) Are there any other mitigating factors?
 - ix) What does the relevant case law say?
39. A meeting is held with the employee to advise of the possibility of dismissal (24 hours notice and the right to representation is given to NEU employees). The Deputy Minister of Human Resources advises the employee in writing of the recommendation for dismissal. The letter should contain the reasons for the recommended dismissal and should clearly outline that the employee has five days in which to make a written submission on his/her behalf to be considered in the final analysis.
40. After reviewing all of the information, including the written submission (if provided) the Deputy Minister of Human Resources determines if dismissal is appropriate. The Deputy Minister of Human Resources informs the employee in writing of dismissal from the public service. The letter of dismissal will clearly state the reasons for the dismissal, why further employment cannot continue, that dismissal is effective immediately and the period of ineligibility for employment with the GN.

	
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Employees must receive 24 hours notice prior to receiving his/her letter for suspension or dismissal if the letter is to be provided to the employee in person.

41. The letter of dismissal is copied to the employee's personnel file and to the Director, Employee Relations, Department of Human Resources.
42. A copy of the notice of dismissal or demotion is faxed or hand delivered to the appropriate Finance office for pay action when the employee is outside of Headquarters.
43. The GN has guidelines on hiring former employees who were terminated. A former employee who was terminated who applies on a Public Service position within the two (2) year ineligibility period or has outstanding court action or grievances related to their dismissal, will not be considered for the competition for that position. The Deputy Minister of Human Resources has the authority to provide direction to hire an individual who is on the ineligibility list.

AUTHORITIES AND REFERENCES

44. Nunavut Public Service Act
Section 32
Section 33
45. Main Collective Agreement with the NEU
Article 35, Adjustment of Disputes

CONTACTS

46. For clarification or further information, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**



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**ATTACHMENT "A" –
DISCIPLINARY ACTION ROLES AND RESPONSIBILITIES**

FORM OF REPRIMAND	SUPERVISOR	EMPLOYEE RELATIONS	DEPUTY HEAD
1. Written Reprimand	A formal meeting or discussion. Letter should summarize discussion, outline nature of infraction, refer to previous warning and warn against repetition. Must state that a copy of reprimand will be placed on employee's file. Forward copy to Employee Relations.	Available for interpretations and assistance.	
2. Demotion	Interaction with employee as in #1. Recommend demotion to Deputy Head.	Assist Deputy Head in determining the appropriate length, pay level, etc. Ensure documentation is placed on employee's file.	Discuss with Employee Relations. A demotion with investigation is imposed by the Deputy Minister of Human Resources. A demotion without investigation is imposed by the deputy head.
3. Suspension Ensure 24 hours notice of meetings is given to employees who are members of Nunavut Employee's Union. Employees may request the meeting be postponed for a maximum of three working days.	Discuss incident with employee. The employee is given an opportunity to explain and is informed of the intention to recommend suspension. Recommend suspension to Deputy Head. Consult with Departmental HR section.	Consult with Departmental HR staff or Deputy Head regarding appropriate length of suspension and proper handling. Ensure correct procedures are followed to avoid possible grievance.	Discuss with Employee Relations. Impose suspension in writing. Contents of letter to follow the same outline as letter of reprimand. Forward copy to Employee Relations.
4. Dismissal Ensure 24 hours notice of meetings is given to employees who are members of Nunavut Employee's Union. Employees may request the meeting be postponed for a maximum of three working days.	Ensure that previous disciplinary actions are clearly documented. Recommend dismissal to Deputy Head.	Demonstrate that employee is guilty of misconduct or incompetence. Ensure that progressive discipline has been applied and failed. Ensure proper documentation is on file.	Discuss with Employee Relations. DM of Human Resources signs dismissal letter to employee. Copy to Employee Relations. If giving the letter to the employee in person, provide 24 hours notice and the right to union representation.

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**ATTACHMENT “B” –
DISCIPLINARY ACTION RECORD SHEET**

DISCIPLINARY ACTION TAKEN	WRITTEN REPRIMAND	SUSPENSION
Date/Time of Interview		
Place of Interview		
Reason for Interview (include behaviour requiring correction and dates)		
Employee's Response		
Suggested Steps to Correct Problem		
Explanation of further action to be taken if behaviour goes uncorrected.		

	
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**ATTACHMENT “C” –
SAMPLE LETTER OF REPRIMAND**

PERSONAL & CONFIDENTIAL

Date:

Employee Name
Title
City/Town

Dear:

Subject of Reprimand

This will confirm the meeting we had on (date) concerning your continuing problem regarding (state the nature of the problem).

You were warned orally on (date or dates) about (state the problem) and you were advised that your failure to correct this problem could result in further discipline. Despite this warning, you have continued to (state nature of problem), the latest incident occurring on (date) .

As I have explained to you, this type of behaviour is unacceptable. It is your responsibility to correct this problem. If (state nature of problem) continues, you will be subject to further disciplinary action.

If you have personal problems that may be affecting your ability to (state nature of problem), the Government of Nunavut has an Employee Wellness Program that I encourage you to contact. You can make arrangements to access this service by contacting the Employee and Family Assistance Program (EFAP) toll-free at 1-866-229-2204.

A copy of this letter will be placed on your personnel file.

Sincerely,

(Signature of Supervisor)

c: Personnel File (send to the Appropriate Human Resource Office in the regions).
Director, Employee Relations Department of Human Resources.

	
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**ATTACHMENT “D” –
SAMPLE NOTICE OF SUSPENSION**

PERSONAL & CONFIDENTIAL

Date:

Name of Employee
Title
Department

Dear:

Subject of Suspension

I have been informed by your supervisor, (name of Supervisor), that on (date) you (state nature of incident). You have been warned both orally and in writing on previous occasions about (state nature of problem). The (date) incident indicates that these warnings have not been sufficient to resolve the problem. Therefore, I have decided to suspend you without pay for (one, five or ten) working days, commencing on (date). You will be expected to report for work at your normal work location and starting time on (date) .

This suspension is to ensure that you understand the seriousness of this situation and to convince you of the need to correct the problem. If (state nature of problem) continues to be a problem, you may be subject to further disciplinary action and, possibly, dismissal.

If you have personal problems that may be affecting your ability to (state nature of problem), the Government of Nunavut does have an Employee Wellness Program that I encourage your to utilize. You can make arrangements to access services of the Employee and Family Assistance Program (EFAP) toll-free at 1-866-229-2204.

A copy of this letter will be placed on your personnel file.

Sincerely,

(Deputy Head's Signature)

c: Personnel File (send to the Appropriate Human Resources Office in the regions).
Director, Employee Relations Department of Human Resources.

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**ATTACHMENT "E" –
SAMPLE NOTICE OF DEMOTION**

PERSONAL & CONFIDENTIAL

Date:

Name of Employee
Title
Department

Dear (Employee):

Demotion

After reviewing your submission and the circumstances surrounding your work performance problems, I have decided to accept the recommendation made by your Deputy Head to demote you, under Section 29 of the *Nunavut Public Service Act*, to the position of (position title). (you must clearly state why he/she is being demoted)

Your demotion shall be from (start date) to (end date). (Disciplinary suspensions must be for a fixed period) You will be expected to report to work at your new work location on (date) and shall report to (state supervisor's name).

This demotion is to ensure that you understand the seriousness of this situation and to convince you of the need to correct the problem. If you are having personal problems that are affecting your ability to fulfil your employment obligations, I encourage you to contact the Employee Wellness Program at 1-866-229-2204. If (state nature of problem) continues, you will be subject to further disciplinary action up to and including dismissal.

A copy of this letter will be placed on your personnel file.

Sincerely,

(Deputy Head's Signature)

c: Personnel File (send to the Appropriate Human Resource Office in the regions).
Director Employee Relations Department of Human Resources.

	
<p style="text-align: center;">DISCIPLINE</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Casual Employees</p>	<p style="text-align: center;">Section 802</p>

CASUAL EMPLOYEES

PURPOSE

1. Since the Government employs casual employees for short periods, managers can proceed more quickly with progressive discipline. Performance problems of casual employees are handled in the same manner as for employees on probation.

APPLICATION

2. These guidelines and procedures apply to all casual employees.

PROVISIONS

3. If a casual employee's performance is unsatisfactory, the manager meets with the employee in order to do the following:
 - explain the areas where the employee's performance is deficient;
 - explain how the employee can correct performance;
 - set the time limits for the corrective action;
 - explain that if the employee's performance does not meet the required standard, the manager may apply further discipline up to and including dismissal.
4. If the casual employee's performance continues to be sub-standard the manager can recommend dismissal. The manager prepares the recommendation and all supporting documentation for the Deputy Head.
5. The manager writes to the casual employee to inform of the recommendation and to the Deputy Head for the employee's dismissal.
6. The Deputy Head consults with Employee Relations to determine if dismissal is appropriate. Employee Relations assists in the review of all provisions of legislation and the collective agreements if applicable.
7. If dismissal is deemed to be appropriate, the Deputy Head of Human Resources signs the notice of dismissal.

	
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8. The casual employee's manager gives the original to the casual employee and sends a copy of the notice to the Department of Human Resources.
9. The Department of Human Resources requests pay action and places the notice on the employee's personnel file.

AUTHORITIES AND REFERENCES

10. Public Service Act
Section 32
Section 33
11. Main Collective Agreement with the Nunavut Employees Union
Article 35, Adjustments of Disputes

CONTACTS

12. For clarification or more information on this topic contact:

**Director, Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

 <p>DISCIPLINE</p>	<p>Human Resources Manual</p>
<p>Suspension Pending Investigation</p>	<p>Section 803</p>

SUSPENSION PENDING INVESTIGATION

INTRODUCTION

1. The Government may investigate allegations of incompetence or misconduct of an employee.

APPLICATION

2. These guidelines and procedures apply to all employees.

DEFINITIONS

3. **Suspension Pending Investigation** is the temporary removal with pay of an employee from the employee's place of duty to facilitate an investigation into allegations of misconduct or incompetence.
4. **Employee Relations** means the Employee Relations Division of the Department of Human Resources.
5. **Alternative work arrangement:** a plan that identifies and incorporates the steps necessary to integrate an employee in the workplace following allegations of misconduct, being charged or convicted with a criminal offence. The Employer must make every reasonable effort to accommodate employees.
6. **Employee and Family Assistance Program (EFAP):** A program designed to provide short and long term counseling to GN employees and their family members to maintain and improve their overall well being in remote arctic community settings.

PROVISIONS

7. Under Section 30 of the *Nunavut Public Service Act* (PSA), the Minister of Human Resources responsible for PSA can suspend an employee up to 60 days pending investigation. This authority has been delegated to Deputy Heads.
8. A suspension pending investigation is imposed when an employee is alleged to be guilty of misconduct or incompetence and the Deputy Head considers it desirable to remove the employee in order to investigate the allegations.

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<p>Suspension Pending Investigation</p>	<p>Section 803</p>

9. Under Section 55 of the *Education Act*, a Superintendent may suspend a teacher to investigate an allegation of misconduct or incompetence. Such a suspension is with pay and may not exceed 60 days. When suspension results from the progressive discipline process, the PSA applies.

10. Suspension pending investigation is considered among other things when:
 - an employee's continued attendance in the workplace may hinder the investigation;
 - the employee's continued attendance presents a risk to the employee or others;
 - the employee's behaviour rendered him/her unable to perform his/her duties satisfactorily;
 - when the employee's alleged misconduct including criminal misconduct, interferes with the Government's interests, property, security, reputation, employee safety or the confidence of the public; or
 - when the employer is unable to find an alternative work arrangement for the employee.

11. The Deputy Head may suspend an employee with pay for up to 30 days. The investigation determines whether the Deputy Head should cancel the suspension or discipline the employee.

12. The Deputy Head may extend the suspension for up to a further 30 days if further investigation is necessary. The total period of suspension pending investigation may not exceed 60 days. The Deputy Head informs the employee in writing. The employee on suspension pending investigation must be available for interviews throughout the entire suspension period.

13. Under the *Financial Administration Act*, the employing department must report suspected theft of Government property or funds to the Comptroller General. This reporting is separate from suspension pending investigation or disciplinary procedures.

PROCEDURE

14. When an employee is accused of misconduct, the employee's Manager may recommend suspension pending investigation to the

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<p>Suspension Pending Investigation</p>	<p>Section 803</p>

Deputy Head. Supporting documentation must accompany this recommendation.

15. The Deputy Head consults with Employee Relations or the appropriate Regional Director of Human Resources, in determining if suspension pending investigation is appropriate.
16. To justify a suspension pending investigation, the department must show that continued attendance in the workplace may hinder the investigation. A suspension is also appropriate when the alleged actions are so serious it is not appropriate for the employee to be at work.
17. If the Deputy Head decides that a suspension is in order, the Deputy Head informs the employee in writing. A copy of this letter will be placed on the employee's personnel file.
18. The employee's department investigates the alleged misconduct or incompetence to determine if dismissal is in order. The Department of Human Resources or the Office of the Comptroller General (in cases where fraud is suspected) may help the department investigate.
19. The investigator(s) meet with the employee to record the employee's version of the incident. The investigator(s) may also need to speak to witnesses, visit sites and review documents.
20. Prior to any meeting taking place, an employee who is a member of the NEU/NTA must receive 24 hours advance notice of the meeting and the right to Union representation.
21. The investigators must complete the investigation and write a report no later than one week before the suspension expires. The investigation report is provided to the employee's Deputy Head.
22. If the Deputy Head believes the employee is guilty of misconduct or incompetence, the Deputy Head will determine, in consultation with Director, Employee Relations, the appropriate discipline to apply, if any. If the Deputy Head determines that the employee is innocent of misconduct or incompetence, the Deputy Head rescinds the suspension.

	
DISCIPLINE Suspension Pending Investigation	Human Resources Manual Section 803

AUTHORITIES AND REFERENCES

23. Public Service Act
Section 30 - 32, Suspension
24. Education Act
Section 55, Suspension where allegation of misconduct or incompetence
25. Financial Administration Act

CONTACTS

26. For clarification or further information, please contact:

Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211

 <p style="text-align: center;">EMPLOYMENT CATEGORIES</p>	Human Resource Manual
Probationary Periods	Section 901

PROBATIONARY PERIODS

PURPOSE

1. Probationary periods are an opportunity for the employing department to determine if the employee is suitable for the position.
2. The Government is committed to ensuring that new employees have an opportunity to learn their job and to succeed.

APPLICATION

3. These guidelines and procedures apply to all employees.

DEFINITIONS

4. The **Probationary Period**, for an employee is indicated below.
 - (1) For all employees except teachers:
 - on initial appointment to a position at pay level 12 or lower, six months;
 - on initial appointment to a position at pay level 13 or higher, 12 months;
 - on transfer or promotion, six months.

Note: The Deputy Minister of Human Resources may extend, reduce or waive the probationary period on the advice of the deputy head.

- (2) For teachers:
 - on appointment to a teaching position, two years, or until the employee has two years teaching experience in Nunavut, unless specified otherwise;
 - on promotion, up to one year.

PROVISIONS

5. An employee who is still on probation must obtain written authorization from the deputy head of the employing department to apply on a Government competition. This is approved only in exceptional circumstances. The employee must submit the authorization with their resume prior to the closing date of the competition.

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Probationary Periods	Human Resource Manual Section 901

6. Extension of a probationary period for employees may be recommended to the Deputy Minister of Human Resources by the deputy head of the employing department or agency. The period of extension should not be longer than the original probationary period.
7. Employees covered by NEU Collective Agreement, probationary period may be extended only where the employer and the Union agree in writing specifically outlining the period covered by the extension.
8. Each employee is advised of the length of the probationary period in the letter of offer.
9. The supervisor advises probationary employees of the standard of conduct that is expected. The supervisor explains the rules of the work place to the employee.
10. During the first month of probationary employment, the employee's goals and objectives should be established by the supervisor.
11. The performance of probationary employees is carefully monitored by supervisors. If problems are identified, corrective action is taken.
12. A probationary employee who is not suitable for the position is rejected before the end of the probationary period. This means termination from the Government.
13. Before an employee who was promoted or transferred is rejected on probation, every effort is made to return the employee to the former position or equivalent position. Rejections on probation are explained in Section 1801.

AUTHORITIES AND REFERENCES

14. Nunavut Public Service Act
Section 20, Probation
Section 21, Rejection
15. Nunavut Public Service Regulations
Section 4, Probation

 <p style="text-align: center;">EMPLOYMENT CATEGORIES</p>	
Probationary Periods	Human Resource Manual Section 901

16. Education Act
Section 53 - 54, Notice of Termination, Dismissal
17. Main Collective Agreement with NEU
Article 2.01 (bb), Probation
18. Collective Agreement with NTA
Article 18.02 - 18.06, Probation
19. Senior Managers' Handbook
Probation
20. Excluded Employees' Handbook
Probation

CONTACTS

21. For clarification or further information, please contact:

Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211

 <p style="text-align: center;">EMPLOYMENT CATEGORIES</p>	
<p style="text-align: center;">Types of Employment</p>	<p style="text-align: center;">Human Resources Manual Section 902</p>

TYPES OF EMPLOYMENT

PURPOSE

1. Human resources are the critical element in the ability of the government to deliver effective and efficient programs and services. In addition to hiring an employee for an indeterminate period, departments may also hire an employee on a term, seasonal or part-time basis to meet program and service needs.
2. Benefits for a term, casual, seasonal or part-time employee may differ from those available to an indeterminate employee. Additional information about these benefits may be found in the appropriate sections of this Manual.

APPLICATION

3. These guidelines and procedures apply to all employees.

DEFINITIONS

4. **Casual employee** means an individual hired to do work of a temporary nature.
5. **Part-time Employment** is employment on a continuing basis for hours less than the standard workday, week or month.
6. **Term Employment** is employment for a fixed period in excess of four months. At the end of the specified period, the term employee ceases to be employed.
7. **Seasonal Employment** is employment of a seasonal nature, which is not continuous throughout the year but recurs in successive years.
8. **Indeterminate Employment** is employment on a continuing basis, unless another period of employment is specified.

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<p style="text-align: center;">Types of Employment</p>	<p style="text-align: center;">Section 902</p>

PROVISIONS

Part-Time Employment

9. Part-time employees shall be entitled to all eligible benefits provided under this agreement except as limited by the eligibility provisions of the Public Service Health Care Plan (PSHCP), the Superannuation/Disability Insurance Plan and the Dental Plan, in the same proportion as their yearly hours of work compared to the standard yearly hours of work for their position. This includes Northern Allowance.
10. Part-time employees are required to contribute to superannuation providing they are scheduled to work at least 12 hours per week.
11. Part-time employees are eligible to join the Public Service Health Care Plan (PSHCP) providing they are employed for an indeterminate period, for a season, for a term of more than six months or have completed six months of continuous employment.
12. Part-time employees are eligible to contribute to disability insurance providing they are working more than one-third of the normally scheduled full-time hours for their occupational group, and are appointed for an indeterminate period or for a term of more than six months or have completed six months of continuous employment.

Term Employment

13. If a term employee is subsequently appointed to an indeterminate position, the employee's service is considered continuous from the date of initial employment.
14. Subject to limitations under the Nunavut Employees' and the Nunavut Teachers Association collective agreements, employees in term positions are entitled to the normal terms and conditions of public service employment.
15. Employees appointed to a term of six months or less are not eligible to contribute under the *Public Service Superannuation Act*.
16. Term employees are eligible to contribute to the PSHCP and to disability insurance if they are employed for a term of more than six months, or if

 <p style="text-align: center;">EMPLOYMENT CATEGORIES</p>	
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they have been continuously employed in the public service for at least six months.

17. If a term employee is hired under clause 52.01 (d) or 52.01 (e) the employer shall advise the union of the circumstances.

Seasonal Employment

18. A seasonal employee earns vacation leave at the applicable rate for each month that the employee receives at least ten days pay. Vacation leave may be granted during the season subject to operational requirements. Accumulated vacation leave credits may be used at the end of the season to extend employment up to 20 weeks or may be carried over into the next season.
18. All accumulated sick and special leave credits at the end of one season are carried over to the next season. No leave credits are earned during seasonal lay-off.
19. Medical travel assistance applies but may only be provided to a seasonal employee during the season, and cannot be used during seasonal lay-off.
20. Severance pay for seasonal employees who commenced employment before September 2, 1995:
 - are eligible for severance pay on completion of four years' service except in the event of a permanent lay-off, in which case the employee must complete only one year of service.
 - one year of service for severance pay purposes is made up of 261 days of active work.
21. Superannuation deductions commence upon completion of six months of substantially continuous employment. Seasonals may become eligible under the Superannuation Plan during the off-season. However, contributions may only be made during a period of active employment. Off- season periods do not count as pensionable service.
22. If a seasonal employee is a contributor to the Superannuation plan, the employee retains coverage under the Supplementary Death Benefit during the off-season.

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Types of Employment	Section 902

23. Coverage for disability insurance begins after six months of continuous active service (off-season periods do not count in the six-month requirement). If the employee's season is always less than six months, the seasonal employee will never be eligible for disability insurance coverage. Once an employee is eligible for coverage, it will be reinstated on each subsequent return to duty.
24. A seasonal employee is eligible for PSHCP coverage after completing six months of continuous employment. During the off-season, the employee must remit premiums to retain coverage.
25. A seasonal employee is entitled to receive an increment upon the completion of 12 months of active employment. As the season may vary from year to year, the actual increment date will "float" and is dependent upon the completion of 12 months' active service.
26. Supervisors are required to complete interim evaluations on all seasonal employees at the end of each season. This ensures that a valid performance appraisal can be written for the due date.

AUTHORITIES AND REFERENCES

27. Main Collective Agreement with NEU
Article 4, Application
Article 51, Casual Employment
Article 52, Term Employees
Article 30, Severance Pay
28. Collective Agreement with the NTA
Article 12, Hiring Protocols

CONTACTS

29. For clarification or further information, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut**

or

 <p>EMPLOYMENT CATEGORIES</p>	<p>Human Resources Manual</p>
<p>Types of Employment</p>	<p>Section 902</p>

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut**

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Casual Employment	Human Resource Manual Section 903

CASUAL EMPLOYMENT

PURPOSE

1. The Government employs individuals on a casual basis to complete work of a temporary nature.

APPLICATION

2. These guidelines and procedures apply to all departments, boards and agencies.

DEFINITIONS

3. **Continuous employment** for a casual employee means service with the Government, including employment periods with different departments, not broken by more than twenty working days. This means that if an employee has a break of exactly twenty working days, they do not have a break in service.
4. A **Casual** is an employee hired for a period of four months or less to do work of a temporary nature.
5. **On-call casuals** are employees asked to work on an as and when required basis.

PROVISIONS

6. Casual employees are generally hired for a specific period of employment to do work of a temporary nature. For example, casuals work on special projects or act as emergency replacements for employees on leave.
7. The hiring of a casual is planned in advance, based on anticipated workload, staff absences and/or resignations, and the planning of special projects.
8. Casual employment may be used to provide temporary opportunities for individuals living in Nunavut requiring work experience prior to obtaining indeterminate employment.
9. A casual employee is not a seasonal, term or indeterminate employee.

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Casual Employment	Human Resource Manual Section 903

10. A supervisor may request a specific individual by attaching a note to the staffing documentation forms. However, the department's casual applicant inventory must be reviewed to ensure that any appointment conforms to the provisions of the Priority Hiring Guidelines.
11. Specific information on the hiring of casuals is included in Chapter 500 of this Manual.
12. A casual is paid at the casual pay range unless their continuous service results in their being considered a casual/term employee.
13. Where it is anticipated that the period of temporary employment will be in excess of 4 months, the employee shall be appointed on a term basis and shall be entitled to all the provision of the Collective Agreement from the first day of employment.

Benefits

14. A casual employee is entitled to the following benefits from the beginning of their employment:
 - sick leave; (except provisions of 20.09 and 20.10)
 - special leave;
 - holiday pay at a rate of six percent of salary paid on each cheque;
 - northern allowance
 - designated paid holidays shall apply to casual employees after fifteen days of continuous employment.

Specific rules for each benefit are found in the Allowances and Benefits section in this Manual.

15. A casual employee who has continuous employment of 15 calendar days is eligible for designated paid holidays, if the casual worked both the work day before and the work day after the designated holiday.
16. A casual employee who moves directly with no break in service of more than three months or less from a casual position to term or indeterminate position keeps their leave credits earned as a casual.
17. A casual employee who moves from one casual position to another within the Government carries all annual, sick and special leave credits to the

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new position providing there is no break in service of more than twenty working days.

18. A copy of the casual performance evaluation form should be completed and provided to the casual prior to termination.
19. Under no circumstances should a casual employee including those employed continuously for more than four months be laid off or not extended, where there is additional work to be done, solely to avoid paying the individual benefits to which he or she might otherwise become entitled.

Termination

20. Casual employees shall not be laid off except in accordance with the provisions of the Collective Agreement.
21. A request for termination of employment for reasons of misconduct or incompetence is sent to the deputy head of the hiring department. The deputy head of the hiring department will then send a recommendation to the deputy minister of Human Resources for his/her consideration and appropriate action.
22. If at any time during the casual employee's period of employment concerns (i.e. performance, attendance, attitude and/or ability) arise, the department's Human Resource Section should be notified immediately to ensure the appropriate action is taken. It is also the supervisor's responsibility to discuss these concerns with the employee.
23. At the end of a casual employee's employment period, the following is kept by the department:
 - completed casual evaluation form;
 - completed clearance form;
 - the casual's leave and attendance file.

On-Call Casuals

24. On call casuals or casual/terms may be hired to work when required but are generally not scheduled to work on other than a "call in" or emergency basis.

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25. Continuous service for an on call casual or a casual hired for a period greater than four months, includes the period of time from which they were first hired up to and including the final day of their employment regardless of the frequency or duration of work that occurs between those dates.
26. Where a number of on-call casuals or casual/terms are hired to carry out the same work, their names shall be placed on a list available to the supervisors with responsibility for authorizing work for the employees in question. This process must conform to the Priority Hiring Policy.

AUTHORITIES AND REFERENCES

27. Main Collective Agreement with the NEU
Article 51, Casual Employees
28. Superannuation Administration Manual
Chapter 2.4, Pension
29. Superannuation Insurances Manual
Chapter 2.4, PSHCP
Chapter 3.2, DI
Chapter 4.2, PSMIP
Chapter 4.8, LTD

CONTACTS

30. For further information or clarification, please contact:

**Director, Staffing
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Iqaluit, Nunavut
975- 6224**

or

**Directors Community Operations
Department of Human Resources:**

Rankin Inlet – 645-2954

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**Igloolik – 934-2024
Cambridge Bay – 983-4060**

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JOB SHARE EMPLOYEES

PURPOSE

1. The Government supports the development of innovative work arrangements that are beneficial to both the employee and the Government.
2. The Government sets up a regular schedule of hours of work for employees in all occupational groups, based upon working requirements. The Government may agree to alter this regular schedule to allow two employees to share the hours of a full time position.
3. Job sharing allows the Government to have the advantage of the experience and skills of employees who want to work reduced time. It may reduce employee turnover and provide the Government with employees who have higher morale, enthusiasm and job satisfaction.
4. Job sharing allows employees flexibility in work schedules to fit their individual needs. Job sharing provides employees with a better balance between work and other activities. This will result in higher job satisfaction, productivity, and opportunities for mutual support, learning and encouragement on the job.

APPLICATION

5. These guidelines and procedures apply to all employees except those in the Nunavut Teachers Association (NTA) Bargaining Unit.

DEFINITIONS

6. **Job Sharing** is a voluntary arrangement between the Employer and two employees, by which two employees agree to share the responsibilities and tasks of a full-time job in such a manner that each attends in the position for separate periods of time.
7. A **Job Share Employee** is an indeterminate Government employee who has entered into a voluntary agreement with the Government. Two employees share one full-time indeterminate job. There are two types of job share employees; job share employee extended and job share employee part-time.

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8. **A Job Share Employee Extended** is an indeterminate employee who has entered into a voluntary arrangement in which two employees share one full-time indeterminate job in such a manner that each attends in the position for separate extended periods of time of three months or more. Such employees shall be treated for the purpose of receipt of benefits as seasonal employees.

9. **A Job Share Employee Part-time** is an indeterminate employee who has entered into a voluntary arrangement in which two employees share a full-time indeterminate job in such a manner that each attends in the position in any form of rotation of up to two weeks on and two weeks off; such employees shall be treated for the purpose of receipt of benefits as part-time employees.

PROVISIONS – Non-Health Care Employees

10. Job sharing must involve no increase in cost to the Government and cannot result in a loss in productivity.

11. Job sharing is done on a rotational basis under which one employee covers the position at all times except when one or both employees are on approved leave.

12. The Government does not unilaterally change the established rotation. The rotation may be changed by mutual consent in order to cover the absence of one of the employees.

13. The provisions for part-time employees apply to each of the job share employees so that all benefits are pro-rated except medical transportation assistance, dental and other medical insurance plans. These benefits are not prorated and the employer will continue to pay the full employer's share.

14. A job share employee who wishes to resign must give at least one month of notice of the resignation.

15. The breaks between each period of job share service shall not interrupt the accumulation of continuous employment and continuous service with the Government of Nunavut (GN).

16. Two employees who wish to job share apply for job sharing by writing to their deputy head.

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17. The deputy head reviews the request and approves or denies it.
18. If the request is approved, a rotational schedule for the employees is made.
19. The job share arrangement can be terminated by the employees or the deputy head, at any time, with reasonable notice.
20. If only one of the employees wishes to terminate the job share arrangement, there will be a one-month period in which to find a replacement before the arrangement is terminated. During this period the Employer shall make reasonable efforts to fill the vacant rotation. The Employer will consider any suitable replacement employees suggested by the remaining employee. Failing this, the job share arrangement is deemed to be terminated and the shared position must revert to a full time indeterminate position, with the remaining employee having the option to assume that position full-time.

PROVISIONS – Health Care Employees

21. The breaks between each period of job share service shall not interrupt the accumulation of "continuous employment" and "continuous service" with the Government of Nunavut.
22. A job share employee extended is considered a seasonal employee for the receipt of benefits.
23. Instead of vacation leave, a job share employee extended, is entitled to vacation pay based on a percentage of earnings every pay period. The amount varies depending on the employees' length of service.
24. A job share employee part-time is considered a part-time employee for the receipt of benefits.
25. A job share employee part-time is entitled to earn vacation leave according to hours worked.
26. Job share employees may receive rotation assistance to return to the point of hire and back to the community of employment after each rotation. Transportation costs include meals and interim lodging en route. The cost for shipment of 500 pounds of luggage for the job share employee and each dependant are provided. The shipping costs are intended to cover effects such as furniture, household goods, equipment and the employee's

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personal effects. This luggage does not include automobiles, boats, motorcycles, snowmobiles, trailers, animals or foodstuffs.

27. A job share employee, who receives rotation assistance, is not entitled to initial and ultimate removal assistance. However, transportation costs including meals and interim lodging en route, plus cost for shipment of five hundred pounds (500 lbs.) of luggage for the employee and each dependant will be provided for each rotation.

For the purpose of this clause only, a rotation is considered to be the move to the place of employment and the move from the place of employment before and after each period of job share service.

28. A job share employee hired before September 1, 1995 who resigns is entitled to severance pay after completion of four years accumulated continuous service. One year of service is 1950 regular hours of active work, including authorized leave.
29. Job share employees are entitled to the Northern Allowance approved for the community in which they are employed. The amount is pro-rated to an hourly rate, up to a maximum of the normal weekly hours of work for their classification group.
30. Job share employees are entitled to the food purchasing benefit defined in the collective agreement. The benefit is pro-rated for each job share employee according to the period of job sharing.
31. Job share employees are entitled to the annual special allowance for nurses defined in the collective agreement. The benefit is pro-rated in accordance with the hours worked including authorized leave.
32. Job share employees are entitled to special clinical preparation as defined in the collective agreement.
33. Each job share employee extended has a rotation of from three to six months. The employees agree on the rotation. One job share employee extended covers the position at all times. The rotation must be scheduled to allow for adequate change over. The change over is for no greater than one week. The rotation is not imposed or changed by the Government.
34. Each job share employee part-time has a rotation posted.

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35. If a job share employee extended is unable to report for a rotation, for whatever reason, the other job share employee extended must cover for a maximum of one month. The Government finds a replacement for the remainder of the rotation. A job share employee extended who misses a second consecutive rotation is deemed to have ended participation in the job share agreement.
36. If one job share employee ends participation, there is one month to find a replacement before the job share arrangement is ended. During this period the Government makes reasonable efforts to fill the vacant rotation. The Employer considers any suitable replacement employee recommended by the remaining job share employee. Failing this, the job share arrangement is deemed to be ended. The share position must revert to a full time indeterminate position. The remaining job share employee has the option to assume the position full-time.
37. An employee who wishes to end participation must give one-month notice of resignation from the Government.
38. Two indeterminate Government employees of hospitals or health care facilities who wish to job share must apply in writing the Supervisor of the position.
39. The Supervisor recommends acceptance or rejection of the job share arrangement to the Deputy Head.
40. The Deputy Head decides whether the job share arrangement will be implemented. The decision is based on the operational requirements of all units.
41. The employees are notified in writing of the decision of the Deputy Head.

AUTHORITIES AND REFERENCES

42. Main Collective Agreement with NEU
Article 30, Severance Pay
Article 49, Job Sharing
Group 5, Health Care Workers
43. Excluded Employees' Handbook
Job Share Employees

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	Job Share Employees	Section 904

CONTACTS

44. For further information or clarification, please contact:

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or

**Director Community Operations
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Igloolik – 934-2024
Rankin Inlet – 645-2954**

or

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WORKPLACE WELLNESS PROGRAM

PURPOSE

1. The Government of Nunavut is committed to assisting employees to achieve and maintain a healthy and respectful workplace through the delivery of a comprehensive Workplace Wellness Program. Through this Program, employees mental and physical health will be supported, retention rates will be maximized and attendance rates will be high, enabling the delivery of high quality government programs and services to Nunavummiut.

APPLICATION

2. These guidelines apply to all Government of Nunavut employees and their families.

DEFINITIONS

3. **Employee** means an employee of the Government of Nunavut (GN).
4. **Family Member** means any member of the family of an employee of the GN.
5. **Short Term Counseling** means professional and confidential, short term counseling for personal and professional issues available to employees and family members.

PROVISIONS

6. The current Workplace Wellness Program of the Government of Nunavut consists of three elements:
 1. Promotional Materials
 - To assist employees and to help educate them on a variety of concerns and issues, the Program provides a variety of information pamphlets and newsletters with a wide circulation. The Program is advertised through the distribution of these materials as well as through personal recommendations of those the Program has helped.
 2. Training Opportunities

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- Training needs are identified through consultation with departments and agencies, regional offices of the Department of Human Resources and through feedback from participants at workshops;
 - Training opportunities in a variety of areas responding to the needs for healthy employees in a healthy workplace, include but are not limited to workshops, short courses of 2-3 days and teleconferences.
3. Employee Assistance Program (EAP)
- This Program provides short term confidential professional counseling for personal and workplace issues to help employees and their families find solutions to problems. This program is supported by Management and Union;
 - Counseling services are accessed through a toll free telephone number (1-866-229-2204) where services are immediately available in English and French. At the present time, Inuktitut and Innuinaqtun are available through interpreter services;
 - Clients of the EAP are initially eligible for eight sessions. Additional sessions can be arranged upon request;
 - Counseling can be provided by telephone, in person in Iqaluit or through the Telehealth system;
 - Referrals for more intensive and rigorous counseling will be made by counselors in the EAP.

AUTHORITIES

7. Main Collective Agreement with the NEU
Article 38, Safety and Health
8. Collective Agreement with the NTA
Article 22, Responsibilities for a Safe Working Environment

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Workplace Wellness Program	Section 1001

CONTACTS

9. For clarification or further information, please contact:

**Director Employee Relations
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975-6211**

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<p style="text-align: center;">Occupational Health and Safety</p>	<p style="text-align: center;">Section 1002</p>

OCCUPATIONAL HEALTH AND SAFETY

PURPOSE

1. The Government recognizes the importance of providing a safe and healthy work place. Employees must take all reasonable precautions to make sure that they and their fellow employees are working in safe conditions.
2. Such reasonable provisions shall include personal protection devices (such as alarms) for employees who are routinely required to work in potentially dangerous situations where immediate help is not available.

APPLICATION

3. These guidelines and procedures apply to all employees.

DEFINITIONS

4. **Occupational Health and Safety** is a means of controlling workplace hazards, by reducing or eliminating occupational injuries or illnesses.
5. **Impairment** is a lessening of a person's abilities to carry out work in a safe and proper manner. Alcohol and drugs can cause, but are not the only cause of, impairment. The following symptoms may indicate impairment:
 - slurred speech;
 - staggering;
 - lack of co-ordination or mobility;
 - marked change in personality or in appearance.
6. **Controlled Products** are defined by the *Hazardous Products Act* as follows:
 - CLASS A Compressed Gases
 - CLASS B Flammable and Combustible Material
 - CLASS C Oxidizing Material
 - CLASS D Poisonous and Infectious Material
 - CLASS E Corrosive Material
 - CLASS F Oxidizing Material

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7. **Health & Safety Committee** is a joint worksite committee established under Section 7 of the *Safety Act*.
8. **Safety Officer** is an individual appointed pursuant to Section 19 of the Safety Act.

PROVISIONS

9. Where the Employer requires an employee to undergo a specific medical, hearing or vision examination by a designated qualified medical practitioner, the examination will be conducted at no expense to the employee. The employee shall, upon written request, be able to obtain results of all specific medical, hearing or vision examinations conducted.
10. Employees shall authorize that the requested specific medical, hearing, or vision examination information be supplied to the Employer with the understanding that such information shall be maintained in a confidential manner in the Human Resource Section of the applicable Department, Board, Agency or Region. Employees shall not refuse to take such medical, hearing or vision examinations.
11. Where an employee is required to undergo a medical examination in order to qualify for or maintain a license or other qualifications required in the performance of that employee's duties, the examination will be conducted at no expense to the employee.
12. Managers ensure compliance with all applicable provisions of the Nunavut health and safety legislation and take reasonable measures and precautions to make sure that working conditions are safe for employees.
13. Employees should not engage in behaviour, which is hazardous to the health and safety of themselves or others. If an employee engages in activities that create a safety hazard, the employee's supervisor may take disciplinary action, ranging from a reprimand to dismissal.
14. Employees have the right to refuse work where it poses a safety hazard to themselves or others.
15. Managers arrange any necessary training and guidance that employees need to carry out their duties in a safe manner.



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Occupational Health and Safety

Section 1002

16. Managers make sure that employees working with controlled products are knowledgeable about the Workplace Hazardous Materials Information System (WHMIS). Examples of employees requiring WHMIS training are (but are not limited to):
- welders;
 - mechanics;
 - janitors;
 - nurses;
 - geologists;
 - laboratory technicians.
17. Managers do not allow impaired employees who pose a safety risk to themselves or to their fellow workers to remain at the workplace. The manager takes reasonable steps to make sure the employee has safe passage to an appropriate destination.
18. If employees perceive that their work is hazardous to their health and safety, employees can refuse to work. However, employees should make safety concerns immediately known to their supervisor. Managers shall not discipline employees who refuse to work in conditions that are unsafe.
19. Employees who are required to regularly work directly with video display terminals (VDT) are allowed a ten-minute break away from the VDT after each hour of continuous operation.
20. Managers must make the workplace safe for employees by doing the following:
- monitoring workplace conditions;
 - limiting entry to authorized personnel only; and
 - correcting safety hazards.
21. To make sure employees perform their duties safely, managers take the following actions:
- provide protective devices such as alarms;
 - provide protective clothing and proper safety devices;
 - monitor employees' performance;
 - provide training on safety procedures;
 - correct problems, as required.

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22. If an employee reports to work showing symptoms of impairment, the following procedures occur:
- (1) the employee's manager accurately documents all information about the perceived impairment including:
 - the date, time and location, and the behaviour and mannerisms of the employee in question;
 - the names of witnesses, if any;
 - an explanation of how the employee presents a safety risk.
 - (2) the manager prevents the employee from entering or remaining at the work site and explains the following to the employee:
 - the employee's condition prevents the employee from performing duties in a safe and proper manner;
 - the employee cannot return to the workplace until the employee is fit to carry out duties in a safe and proper manner.
 - (3) the manager makes sure the employee has safe passage to an appropriate destination away from the work site.
23. The manager decides on the appropriate disciplinary action based on the employee discipline guidelines.
24. When an employee feels there is an unusual safety hazard in the workplace, the employee should take the following actions:
- immediately inform other employees near the unsafe working conditions of the potential danger.
 - immediately report the circumstances of the unsafe working conditions to the manager.
25. If a manager receives notice that an employee refuses to work, the manager does the following:
- investigates the reported unsafe working conditions.
 - takes corrective action required to remove the unusual danger. (This is done in the presence of the employee who refused to work and a representative of the employee's union. If the union representative is

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unavailable, the complainant can choose another employee to stand in for the union representative.)

26. An employee may still refuse to work after the manager has investigated the situation and taken corrective action. Where the situation affects an employee in the NEU bargaining unit, the manager, employee or manager's supervisor contacts the health and safety committee or a safety officer about the refusal to work. The committee or the safety officer investigates the situation.
27. If an employee refuses to work after officials have investigated and corrected a reported safety hazard, managers may consider the employee insubordinate and take appropriate disciplinary action.
28. In the event that a teacher suffers an assault, the Principal will immediately investigate the situation in accordance with the steps outlined in the *Education Act*, the *Safety Act* and any other relevant jurisdictional policies and regulations. The Principal will keep the Supervisors of Schools and the Nunavut Teachers Association informed of ongoing developments for each situation under investigation.

AUTHORITIES AND REFERENCES

29. *Education Act*
30. *Safety Act*
31. Main Collective Agreement with the NEU
Article 38, Safety and Health
32. Collective Agreement with the NTA
Article 22, Responsibilities for Safe Working Environment

CONTACTS

33. For clarification or more information, please contact:

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 <p style="text-align: center;">OCCUPATIONAL HEALTH AND SAFETY</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Protective Clothing and Safety Equipment</p>	<p style="text-align: center;">Section 1003</p>

PROTECTIVE CLOTHING AND SAFETY EQUIPMENT

PURPOSE

1. The Government recognizes the importance of the health and safety of its employees. It also accepts the need to reduce or remove workplace health and safety hazards. The Government shall take reasonable steps to supply employees with protective clothing and safety devices. The Government also has a responsibility to make sure employees use the clothing and equipment supplied.

APPLICATION

2. These guidelines and procedures apply to employees who need to use protective clothing and safety devices to reduce work hazards.

DEFINITIONS

3. **Protective Clothing** are articles of clothing which give greater protection than normal clothing.
4. **Safety Equipment** are tools or equipment used to identify, monitor, reduce or remove work hazards.

PROVISIONS

5. Managers take reasonable steps and care to make sure employees have safe working conditions.
6. Employees take reasonable steps and care to maintain their own safety and the safety of fellow employees.
7. Managers make sure that employees' clothing is not a work hazard.
8. Managers make sure employees wear protective clothing where needed.
9. Managers make sure that employees use safety devices where needed.
10. When protective clothing or safety devices are defective or do not provide the protection needed, managers arrange for the necessary repair or replacement.



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**Protective Clothing and Safety
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11. All protective headgear must meet the standards specified by the Canadian Standards Association for industrial protective headwear.
12. All protective eyewear must meet the standards specified by the Canadian Standards Association for eye protectors.
13. Managers make sure employees wear protective headgear where there is a possible hazard from falling or moving objects or from equipment.
14. Managers supply suitable liners to employees who must wear protective headgear in cold weather.
15. Managers supply suitable eye protection to employees exposed to possible eye hazards. Eye hazards may include the following:
 - chemicals;
 - gases;
 - flying objects or particles;
 - intense light or heat; or
 - radiation.
16. Managers make sure employees wear suitable hand protection. Possible hazards to the hands may result from activities involving the following:
 - pinching;
 - puncturing;
 - cutting;
 - abrasion;
 - burning;
 - freezing;
 - corrosive or poisonous materials.
17. Managers make sure employees wear suitable hearing protection. Constant or intermittent high-decibel noise may cause hearing loss.

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<p>Protective Clothing and Safety Equipment</p>	<p>Human Resource Manual Section 1003</p>

AUTHORITIES AND REFERENCES

18. Collective Agreement with the NEU
Article 42, Uniforms and Protective Clothing
19. Safety Act Regulations

CONTACTS

20. For clarification or more information, please contact:

**Director, Employee Relations
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Iqaluit, Nunavut
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 <p>OCCUPATIONAL HEALTH AND SAFETY</p>	<p>Human Resource Manual</p>
<p>Safety Footwear and Gloves</p>	<p>Section 1004</p>

SAFETY FOOTWEAR AND GLOVES

PURPOSE

1. The Government provides an annual allowance to employees who are required by their employer, the Worker's Compensation Board (WCB) or the *Nunavut Safety Act* to wear safety footwear and gloves.

APPLICATION

2. These guidelines and procedures apply to all trades employees.

PROVISIONS

3. All protective footwear must meet the Canadian Standards Association standard for protective footwear.
4. Managers must ensure that employees exposed to possible hazard wear protective footwear. Possible foot hazards include:
 - crushing
 - cutting
 - penetrating
 - burning
 - freezing
 - corrosive or poisonous material
5. The Government will provide an allowance of \$200.00 to employees where the WCB and *Nunavut Safety Act* requires the use of safety footwear or gloves. Employees receive this allowance when they are appointed and every 12 months thereafter. The allowance will be provided to project officers on appointment and every 18 months thereafter. Employees must provide appropriate receipts to claim this allowance.
6. Employees apply in writing, to their supervisors, for this allowance.
7. Each department is responsible for payment of this allowance.

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<p>Safety Footwear and Gloves</p>	<p>Human Resource Manual Section 1004</p>

AUTHORITIES AND REFERENCES

8. Main Collective Agreement with NEU
Group 4, Trades and Apprentices
9. Safety Act
10. Workers Compensation Board Act

CONTACTS

11. For further information or clarification, please contact:

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	OCCUPATIONAL HEALTH AND SAFETY	Human Resource Manual
	Smoke-Free Worksite	Section 1005

SMOKE-FREE WORKSITE

PURPOSE

1. The Government recognizes the health hazards associated with tobacco smoke at the worksite, both to smokers and non-smokers alike. Therefore, the Government does not permit the smoking of tobacco, in any form, by employees or the general public at Government worksites.

APPLICATION

2. These guidelines and procedures apply to all employees.

DEFINITIONS

3. **Worksite** is a location where a worker is, or is likely to be, engaged in work, or a thing at, on, in or near which a worker is, or is likely to be, engaged in work.
4. **Therapeutic Institution** is a hospital, senior citizens' home, nursing home or personal care home.

PROVISIONS

5. All employees, including new employees, must be informed that smoking is not permitted at the worksite.
6. If an employee is found smoking tobacco inside an enclosed work site, the employee and/or the employer would be subject to charges and fined by the Workers' Compensation Board (WCB).
7. Deputy Heads will ensure that this policy is adhered to by all contractors and the general public, where practical.
8. Smoking tobacco is permitted in staff accommodation units.
9. The Minister responsible for a department which oversees therapeutic institutions, correctional centers, and residences may grant partial exemption to allow the residents of these facilities to smoke tobacco in their residence.

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10. The Department of Health and Social Services shall inform the general public of this policy. Information on smoking prevention and advice on cessation programs for employees is also available from the Department of Health and Social Services.
11. Departments, boards, and agencies will ensure that appropriate signs, which can be obtained from WCB, are placed at the worksite to inform employees and the general public of the no-smoking policy.
12. If an employee observes an individual smoking tobacco inside an enclosed worksite, the employee shall notify the smoker to stop smoking due to the no-smoking policy. The employee should also report the incident to their Deputy Head, who should then take steps to stop the smoking.
13. An employee may be disciplined if found smoking tobacco at the worksite. Discipline may include a verbal reprimand, written reprimand, suspension, or dismissal if the employee refuses to stop smoking tobacco inside the enclosed worksite.

AUTHORITIES AND REFERENCES

14. Municipal By-Laws – Found in various communities to regulate smoking in public places
15. Environmental Tobacco Smoke Work Site Regulations (R-027-2003) of the Safety Act
16. Safety Act

CONTACTS

17. For clarification or further information, please contact:

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 <p>OCCUPATIONAL HEALTH AND SAFETY</p>	<p>Human Resource Manual</p>
<p>Alcohol and Drugs</p>	<p>Section 1006</p>

ALCOHOL AND DRUGS

PURPOSE

1. The Government recognizes that dependency on alcohol or drugs is a medical problem that professionals can treat. When an alcohol or drug dependency affects an employee's job performance, the employee's decision to seek treatment will not be detrimental to job security.
2. Managers will take appropriate action when an employee's drinking habits or drug abuse interferes with work performance, attendance and interpersonal work relationships.

APPLICATION

3. These guidelines and procedures apply to all employees.

PROVISIONS

4. Managers should use discretion when dealing with an employee who may have an alcohol or drug dependency. Managers act only if the employee's use of alcohol or drugs interferes with work performance.
5. The manager does not assume responsibility for the employee's problem. The manager's role is to support the employee's efforts to seek treatment.
6. The employee is responsible for dealing with any personal problems so that work performance is brought back to a satisfactory level.
7. The following is a list of symptoms that may indicate an alcohol or drug dependency. By themselves, these symptoms may signify problems other than alcohol or drug misuse. However, a combination of them is a strong sign of a dependency.
 - (1) **Work Performance:** Productivity is lowered, work pace is uneven, and severe work slumps follow periods of standard output. The employee's concentration and quality of work decrease rapidly. The employee is careless and mistakes increase. Errors in judgment become more serious. The employee tires quickly and may begin to lie about work performance.

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- (2) Absenteeism: The employee takes more time off work, especially on Mondays or Fridays and may claim increased minor illness. The employee may be frequently late for work, leave work early, take extended lunch periods or have unexplained absences from the job.
- (3) Reliability: The employee may neglect details, put off assignments or handle them sloppily. The employee may develop a tendency to blame others for short-comings, ask for different job assignments and repeatedly seek loans from fellow employees.
- (4) Attitudes and Habits: The employee may show sensitivity about references to drinking or drugs. The employee may show increased intolerance and suspicion of fellow workers.
- (5) Physical Appearance: There may be noticeable changes such as increased nervousness, irritability, hand tremors, swelling or flushing of the face, red eyes.
- (6) Safety: The employee may experience frequent injuries and lost time due to accidents on and off the job. The employee may carelessly handle machinery leading to accidents and breakdowns. The employee may strain equipment to bring production up to par following periods of low achievement. The employee may fail to follow safety procedures.

Employee Responsibility

8. An employees who acknowledges a drug or alcohol dependency should have a medical examination. If the physician diagnoses a dependency, the employee should request a referral to a rehabilitation facility.
9. An employee who wishes to attend a treatment facility should submit an application for sick leave to the manager. The application must state the number of days of paid sick leave or leave without pay that the employee requires. The employee should attach the physician's certification that the referral/treatment is required.
10. If the employee must travel outside the community for treatment, the employee requests medical travel from the Department of Finance. The employee must attach the approved sick leave application and physician's certification.

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11. An employee without enough sick leave for the length of the rehabilitation program may submit a request for an advance of sick leave. The manager may advance a maximum of 15 sick leave days. The employee may also request annual leave or sick leave without pay.
12. When rehabilitation programs require the attendance of a spouse, the spouse also may qualify for medical travel assistance.

Manager's Responsibility

13. If an employee comes to work impaired, the manager follows the guidelines and procedures outlined in Section 1002 - Occupational Health and Safety.
14. When a manager suspects that an employee's unsatisfactory job performance results from alcohol or drug abuse, the manager records the following details and advises the next level of management:
 - the name of the employee;
 - all evidence of deteriorating work performance, such as:
 - tardiness,
 - absenteeism,
 - alteration of behaviour,
 - general attitudes,
 - poor decisions,
 - work slowdown,
 - decrease in quality of work,
 - accidents,
 - intoxication on the job.
 - any evidence supporting the belief that the unsatisfactory job performance may be the result of alcohol or drug abuse.
15. The manager interviews the employee, expressing concern with work performance. The manager bases this statement on previously recorded facts and avoids discussing the employee's drinking/alcoholism or drug abuse unless the employee brings it up. The manager may introduce this in a specific, directly related situation, such as intoxication on the job. The manager should offer assistance in any way possible.

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16. If the employee brings up a drinking or drug abuse problem, the manager presents the following information to the employee:
 - (1) alcoholism and drug abuse are considered illnesses.
 - (2) sick leave credits, and advances, may be used by the employee to undergo medical assessment, approved treatment or hospitalization.
 - (3) medical travel benefits are available for the employee to attend a rehabilitation program or treatment facility.

17. The manager directs the employee to see a physician for diagnosis and a recommended treatment plan.

18. If the employee denies any problem or need for help, the manager does the following:
 - (1) points out that management expects the employee to take steps to improve work performance.
 - (2) informs the employee that management will continue to monitor and document the employee's work performance.
 - (3) informs the employee that if work performance does not improve, management will take further disciplinary action.

19. The manager prepares a letter to the employee confirming the discussion.

20. If there is no improvement in the employee's performance, the manager holds a second interview with the employee. During the second interview the manager presents the employee with the documented facts. The manager informs the employee that:
 - (1) help is still available.
 - (2) management will take disciplinary action if the employee is unwilling to change.
 - (3) disciplinary action may eventually result in dismissal.

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21. The manager follows up this meeting and any later meetings with a letter to the employee outlining the discussion.
22. If necessary, the manager calls a Staff Relations Consultant for advice and assistance.
23. If necessary, the manager calls the Employee Relations Division (Workplace Health and Safety Section) of the Department of Human Resources to get help with the administration of medical benefits for alcohol/drug treatment.

CONTACTS

24. For clarification or further information, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

 <p>OCCUPATIONAL HEALTH AND SAFETY</p>	
<p>HIV/Aids in the Workplace</p>	<p>Human Resource Manual Section 1007</p>

HIV/AIDS IN THE WORKPLACE

PURPOSE

1. It is essential to protect the human rights and dignity of persons infected with Human Immunodeficiency Virus (HIV) and those infected persons who have developed Acquired Immunodeficiency Syndrome (AIDS). HIV/AIDS infected persons have the right to services and fair treatment from the Government of Nunavut.
2. HIV/AIDS infected people have the same right to be hired and remain employed in the Government as any other person, unless a medical health officer decides that the physical condition or behaviour of the person infected with HIV/AIDS poses a health risk to the public or to other employees.
3. Employees have the right to be protected from possible infection by the public they serve and from other workers who may be infected by HIV/AIDS. In addition, members of the public have the right to be protected from becoming infected by the employees who serve them.

Objectives

The public service of Nunavut will:

- (1) act with understanding and compassion towards HIV/AIDS infected persons and avoid discriminatory action and stigmatization in the provision of programs, services and employment
- (2) protect the human rights and dignity of HIV/AIDS infected employees and clients; this includes the right to confidentiality
- (3) make all reasonable provisions for the occupational safety and health of its employees as required under the *Safety Act* and the collective agreements
- (4) support and promote the availability of confidential counselling and other support services, where appropriate

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- (5) educate employees regarding how HIV/AIDS is acquired or transmitted, ways to prevent its transmission and ways to modify risk behaviour

APPLICATION

4. These guidelines and procedures apply to all employees of the Government in all departments, boards, and agencies.

DEFINITIONS

5. **AIDS** is the abbreviation for Acquired Immunodeficiency Syndrome. The medical condition AIDS is the terminal phase of infection with HIV. This virus progressively destroys the body's natural immunity. When an infected person's immunity finally fails, a wide variety of infections and cancers may develop. Only then does a person actually have full-blown AIDS. The majority of AIDS patients die within one to two years of diagnosis.
6. **Body Fluids** refer to those body fluids that contain HIV and are capable of infecting another person. These fluids are blood, semen, vaginal secretions, body fluid that contains visible blood and several other fluids with which health care workers may come in contact.
7. **Chief Medical Health Officer** is the official appointed under subsection 2(1) of the *Nunavut Public Health Act* to whom all medical practitioners must report cases regarding communicable diseases or unusual manifestations of disease, including HIV infection.
8. **Employees at Risk** are those Government workers who regularly come into contact with blood and infectious body fluids; for example, health care workers and corrections officers.
9. **HIV** is the abbreviation for Human Immunodeficiency Virus, the virus that causes AIDS. It is also called the "AIDS virus".
10. **HIV Carrier** refers to someone who is infected with the AIDS virus (as evidenced by a positive blood test for HIV or its antibodies) but does not have all the signs or symptoms of AIDS. This carrier state is also called the "incubation period" and may last a few weeks to ten or more years. The carrier can infect others via the usual routes of transmission.

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11. **HIV Positive** refers to a positive blood test for the AIDS virus or its antibodies. All persons with a positive test can transmit the infection. This includes asymptomatic carriers, Aids Related Complex patients and AIDS patients.

PROVISIONS

12. Employees who suspect that they may be HIV-infected are encouraged to obtain a medical opinion to verify their state of health. If HIV positive, he/she should seek confidential advice from a personal physician or other health care professional regarding precautions which may be necessary in the workplace.
13. Employees are expected to take action to protect their own and the health of others. The *Safety Act* requires that workers take reasonable precautions to ensure their own safety and that of others in the workplace.
14. Employees are not required to divulge their medical diagnoses to any representative of the Government, other than as required under the *Public Health Act* and the Communicable Diseases Regulations.
15. If employees divulge their medical information or diagnosis, including HIV status, to a supervisor, that information shall remain strictly confidential.
16. Any breach of an employee's or client's confidentiality by another employee is grounds for discipline.
17. HIV infection and AIDS are not causes for termination of employment. Persons with HIV-related illnesses may be allowed to work as long as they are certified medically fit by a qualified medical practitioner.
18. Any restrictions imposed on the infected employee will be in compliance with the law and in accordance with accepted human resource management principles. Restrictions are confined to the extent required to minimize the risk of transmission of infectious diseases in the workplace, and on the advice of the Chief Medical Health Officer, after a medical review of the work situation.
19. If fitness to work is impaired by the HIV-related illness, reasonable alternative working arrangements may be made, where feasible.

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20. Since employers are liable for the discriminatory acts of their employees, the discrimination/stigmatization of employees in the workplace affected by, or perceived to be affected by, HIV/AIDS by co-workers, unions, managers or clients will not be tolerated.
21. The Employee Relations Division will educate and provide employees with information on HIV infection and AIDS.

Eligibility for Benefits

22. Employees are eligible to receive disability benefits if they are diagnosed as having HIV/AIDS. The employee must apply for the benefit in the same manner as any other disability. Benefits are payable upon completion of the eligibility period and approval of the claim by the underwriters. The amount payable is offset by any money received for the same condition from the Workers' Compensation Board or Canada Pension Plan.
23. The Workers' Compensation Board may compensate an employee infected with HIV/AIDS if it is may be clearly demonstrated that the HIV/AIDS infection is work-related.

Recruiting Future Employees for the GN

24. Pre-employment screening for HIV as a part of the assessment for fitness to work is unnecessary and will not be required, unless it is a statutory requirement.

Additional Provisions

25. As required under the *Safety Act*, the Government conducts regular inspections of workplaces for risks, including those associated with HIV or AIDS, so that the employment environment remains safe and healthy. Therefore, all employees can expect that their employer will implement guidelines and procedures for the safe handling of blood and body fluids, based on the most current medical knowledge available. This includes providing employees with personal protective equipment and instructions for its use. This action is taken whether or not HIV positive persons or AIDS patients are known to be employed or served.

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26. When informed of an infection, the Chief Medical Health Officer determines the need to notify the appropriate authority, or authorities, based on the risk presented to the employee's workplace. This decision is made after consideration of scientific data and case-specific information.
27. In circumstances where informing departmental senior management is deemed necessary, the Chief Medical Health Officer gives the patient the opportunity to do so, personally, before the Chief Medical Health Officer does.
28. If the employee infected with HIV reveals the condition to the supervisor, the information will remain confidential.
29. Where workplace safety is a concern, the supervisor notifies the Chief Medical Health Officer in the Department of Health and Social Services.
30. The Chief Medical Health Officer assesses the work situation, determines the risk and consults with legal counsel.
31. The Chief Medical Health Officer advises the employee and supervisor, in writing, precautions to be taken.
32. If the Chief Medical Health Officer decides that the employee should not be working in that position, the supervisor consults with managers to arrange a lateral transfer for the employee into a more appropriate position.

AUTHORITIES AND REFERENCES

33. Canadian Charter of Rights and Freedoms
Section 15(1), Equality Rights
34. Communicable Diseases Regulations
Section 10, Investigation by the Chief Medical Officer
Section 11, Special Powers of the Chief Medical Officer
35. Nunavut Public Health Act
Section 2(1), Chief Medical Health Officer
36. Nunavut Public Service Act
Section 19(2), Discrimination

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- 37. Safety Act
Section 4, Duty of Employer
Section 5, Duty of Worker
- 38. NEU Collective Agreement
Article 38, Safety and Health
- 39. Workers' Compensation Act
Section 14, Eligibility for Compensation

CONTACTS

- 40. For clarification or further information, please contact:

**Director, Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

	OCCUPATIONAL HEALTH AND SAFETY	Human Resource Manual
	Power Outages	Section 1008

POWER OUTAGES

PURPOSE

1. The safety of the employees of the Government during power outages is a primary concern.
2. Deputy Heads are responsible for determining if the job sites at which their employees work are safe during a power outage.

APPLICATION

3. These guidelines and procedures apply to all employees.

PROVISIONS

4. Deputy Heads have the authority to send employees home during power outages.
5. There are no firm time guidelines for the closing of an office if there is a power outage. A judgement is made based on the existing conditions. The weather, the building temperature, the level of darkness and the expected length of the outage must be considered. Emergency lighting systems are normally designed to stay on for a minimum of 20 minutes but they may last up to one hour.
6. The decision to temporarily suspend services or close some or all government offices in a community must be approved by the persons authorized to do so, formally communicated over the community radio station and wherever possible, posted on the Help Desk of the Government's computer network.
7. If the emergency lighting starts to fade, it is recommended that employees leave the building.
8. If the emergency lighting does not come on during a power outage in Iqaluit, the Property Management Officer at the Department of Community and Government Services should be contacted. In the regions, the regional office of the Department of Community and Government Services should be contacted.

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9. An employee who has safety concerns during a power outage should make this known to the supervisor or the departmental safety warden. If the remedial action taken is not satisfactory, the employee should refer the concerns to the departmental human resource section.

10. If the employees of a particular building are concerned for their safety because of prior power outages, they should report their concern to the Deputy Head before the next outage occurs. It can then be determined if a contingency plan should be developed or if extra safety measures should be taken.

CONTACTS

11. For clarification or further information, please contact:

**Director, Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

 <p style="text-align: center;">OCCUPATIONAL HEALTH AND SAFETY</p>	
<p style="text-align: center;">Workplace Violence Prevention</p>	<p style="text-align: center;">Human Resource Manual Section 1009</p>

WORKPLACE VIOLENCE PREVENTION

PURPOSE

1. The Government recognizes the importance of providing a safe and healthy work environment for its employees. Employees must take all reasonable precautions to make sure that they and their fellow employees are working in safe conditions.
2. The Government is committed to working with its employees to maintain a work environment free from violence, threats of violence, harassment, intimidation, and other disruptive behaviour.
3. Risks of violence to employees will be identified and programs will be established to minimize risk.

APPLICATION

4. These guidelines and procedures apply to all employees.

DEFINITIONS

3. **Safety and Health Provisions** are in the Collective Agreements, the Safety Act and any other relevant jurisdictional policies and procedures.
4. **Violence in the Workplace** is the attempted or actual exercise by a person of any physical force so as to cause injury to an individual and includes any threatening statement or behavior giving an individual reasonable cause to believe that he/she is at risk of injury.
7. **Health & Safety Committee** is a joint employer and union worksite committee established under Section 7 of the *Safety Act*.
8. **Safety Officer** is an individual appointed pursuant to Section 19 of the *Safety Act*.

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PROVISIONS

Violence from Clients/Public or Co-Workers

9. The following procedures outline the approach to be used to prevent, reduce and respond to violence directed toward employees, clients/public or a co-worker:

Risk Assessment

1. At the workplace, ensure that a regular risk assessment is undertaken to prevent violence from occurring.
2. Workplace risk assessments must be documented and records maintained by the Deputy Head and or his/her designate. Guidelines for conducting a workplace risk assessment are available from the Manager of Workplace, Health, Safety and Wellness, Department of Human Resources, Employee Relations Division.

Workplace Violence Prevention Plan

3. A Violence Prevention Plan will be consistent with the requirements of the Safety Act and WCB regulations.

Employee and Supervisors Training

4. Training is available to assess methods of violence prevention, determining a correct response, responding to workplace emergencies, and incident reporting procedures.

Incident Reporting, Investigation and Follow-up

5. Employees are required to report any violent incident or threat that they have been subjected to on the job consistent with departmental procedures. (Reference procedures document or procedures established by a specific department, i.e.; Health Centers, Hospitals, Correctional Centers, etc.) All reported incidents of violence shall be investigated immediately by management.

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RESPONSIBILITIES

10. Employees will:

- provide input into risk assessments;
- attend training sessions when required;
- provide input into the Workplace Violence Prevention Plan;
- follow procedures established for the prevention of violence;
- report incidents of violence to immediate Manager;
- provide input into incident investigations; and
- consider accessing counseling services when offered by the employer.

11. Supervisors will:

- comply with reporting, investigating and documenting procedures;
- facilitate ongoing discussions with staff on violence issues;
- provide input into risk assessments;
- assist with the development and up dating of the workplace Violence Prevention Plan;
- instruct staff on procedures for prevention of workplace violence;
- promote and encourage reporting of violent incidents; and
- advise impacted staff of counseling services available through the Employee Assistance Program as well as services available in the community.

12. Headquarters and Regional Management will:

- comply with procedures for reporting, investigating and document incidents of violence in accordance with the Safety Act/WCB regulations and reporting procedures;
- prepare and update Workplace Violence Plans;
- conduct and update risk assessments;
- evaluate work site layouts;
- determine training requirements;
- inform staff and supervisors of the nature and extent of the risk of violence;
- take corrective action, monitor its effectiveness; and provide input into a regular evaluation of the Workplace Violence Prevention Program.

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13. Senior Management Committees will:
- ensure a relevant Workplace Violence Program is in place for the Department;
 - review and apply the Departments Workplace violence Prevention Program;
 - ensure that Workplace Violence Risk Assessments are conducted and documented; and
 - ensure that requested incidents are sent to the Department of Human Resources, Employee Relations division.
14. Workplace Health Safety and Wellness staff will:
- assist in conducting a regular evaluation of the workplace Violence Prevention Program;
 - compile statistics on reported incidents of violence or “near misses”;
 - provide input and assist with risk assessments where required;
 - provide guidance in the establishment of workplace Violence Prevention Plans; and
 - co-ordinate the delivery of training.
15. Occupational Health and Safety Committees will:
- provide input risk assessments;
 - provide input into Workplace Violence Prevention Plans;
 - provide input into incident investigations if required.
 - Provide feedback for the Workplace Violence Prevention Program

Guidelines for Developing a Workplace Violence Prevention Program

16. The purpose of a Violence Prevention Program is to address both the risks of violence that are identified in each workplace, consistent with the Government of Nunavut’s policy, the Safety Act and WCB regulations. It is essential that managers seek input from staff and Occupational Health and Safety Committees, to address the following.
1. Violence Prevention
 2. Response to Violent Incidents
 3. Response after a Violent Incident
 4. Communication
 5. Employee and supervisor Training

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Violence Prevention

17. Adopt the attitude that everyone should be safe and secure in the workplace; no staff member should be put at risk when dealing with clients, contracted employees or other government employees. Supervisors should not tolerate violence towards staff and must be supportive of staff concerns regarding safety. All staff must take an active role in prevention and security procedures to make them effective.

Physical Environment and Security

18. Reception areas are often the focal point for violent office behaviour. Consideration must be given to safeguarding employees while reducing the burden of security on the receptionist using some of the following methods:
- Use of physical barriers (locked doors. Locked low gates);
 - Use of psychological barriers (low gates, “Staff Only” or “Report to Receptionist”) signs;
 - Close exit doors; and
 - Discourage public use of washrooms and lobbies (“Staff and Client Use Only” signs).
19. Some considerations when designing or modifying a reception area:
- Chain down all tables, lamps, chairs etc.;
 - Remove heavy books and any equipment that could be used as projectiles from the lobby or reception area;
 - Remove scissors, letter-openers and other items which could be used as weapons from the reception desk;
 - Ensure that the receptionist is out of arms reach though the use of transparent dividers or wide counters; and
 - Try not to have the receptionist isolated from the rest of the office and provide an escape route.
20. In every workplace a visual inspection must be conducted with the aim of ensuring that the premises are well lit, that the worksite has a cared-for appearance and that the layout and positioning of furniture and equipment is conducive in prevention of violence.

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Interpersonal Communication

21. A large part of prevention is the nature of the interaction between the client and the employee and between employees. Some considerations in dealing with clients/other employees, especially in potentially violent situations are:

- Don't schedule known difficult clients at the end of the day or the end of the week;
- If possible, have two staff members deal with a known difficult client/person;
- Keep your office or meeting room door open during the meeting;
- Keep a solid object (desk or counter) between you and the client;
- Keep at least an arm's length away;
- Don't corner the client;
- Keep eye contact but avoid a locked stare, which can be perceived as a challenge;
- Have an escape route;
- Ensure that all employees are aware of difficult clients and the procedures to be used in dealing with them;
- In all cases where an employee is threatened by words, gestures or other actions, consider calling the police. The criminal offences of Threatening, Causing a Disturbance or Assault may have been contravened even without physical contact;
- It is appropriate to enroll front-line staff in training opportunities designed to assist them to better deal with hostile clients/other employees.

Working Alone and Working Away From the Office

22. In offices where staff are required, or choose to work alone or away from the office, plans must be in place to provide staff with as safe an environment as possible. These plans should include a secure work site, check-in procedures and the provision of a list of who to call if threatened.

Plan For the Worst Case

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23. Plans should be developed to respond to “worst case” situations such as bomb threats, armed robbery, or other incidents for which there may not be a history at the work site.

Response to Violent Incidents

24. Effective preventative measures will reduce the frequency and the seriousness of violent incidents, Plans should have specific strategies for employees to de-escalate and, if necessary, to respond to violent situations.

Individuals’ Roles and Responsibilities

Involved Employee(s):

- Follow effective defusing techniques and violence prevention techniques;
- Where necessary, explain that the client’s/employee’s behaviour is not acceptable, and that the employee is less able to assist the client in light of the client’s behaviour;
- Call for help when needed (other employees or police, as appropriate).

Other Employees Witnessing the Incident

- Be unobtrusive, and available to the employee without appearing to be congregating, which could be seen as either ganging up or providing an audience;
- Be prepared to assist as requested or as obviously needed;
- Call for help from the supervisor, other co-workers or the police, as appropriate;
- Assist with removing others at risk from the area and stop others from entering.

Supervisor:

- Be prepared to intercede and assist when required;
- As required, take charge of the situation, provide direction to employees and decide what action is required to secure the office and maintain operations.

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As well as the above, there must be an assignment of responsibility for decision-making. For example, who can make the decision to evacuate the building in the event of a bomb threat? Each workplace will designate an employee with the responsibility to make decisions that will prevent placing employees' safety at risk.

R.C.M.P. Involvement

25. It is a good idea to invite the R.C.M.P. to come to speak to staff about violence prevention, appropriate responses and reporting requirements in dealing with a critical incident(s). Staff should be aware of posted emergency telephone numbers, and be advised of the type of information, and emergency operations, that will be required when reporting an incident. Staff should consult with their immediate supervisor to call the R.C.M.P. whenever they feel that a situation is threatening to their physical or mental well-being.

Response after a Violent Incident

First Aid/Hazard Reduction

26. The first priority after a critical incident is providing first aid and/or medical attention for impacted employees. Secondly, hazard reduction and clean up of the work site to allow for the continuation of business should be provided.

Critical Incident Stress Debriefing /Employee Support

27. The workplace Manager in conjunction with Workplace, Health, Safety and Wellness section staff (or other designated person), will assess the need for and encourage follow-up counseling and debriefing of impacted employees. This may include legal assistance, alternate work arrangements, alternate short-term accommodation, time off with pay etc.

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Reporting /Investigation

28. Employees are encouraged to report any violent behaviour that they may have been subjected to on the job. A Violent Incident Report form has been developed to facilitate the reporting of incidents and is available from the Department of Human Resources. (Workplace, Health, Safety and Wellness section) Completion of the Violent Incident Report form does not eliminate the need to complete WCB or R.C.M.P reports, as required. In cases where an employee has experienced a traumatic incident, discretion should be used in requiring the employee to fill out the form. In such cases supervisors can use copies of R.C.M.P. or WCB reports to provide information required by the Government of Nunavut.
29. All incidents of violence are to be reported to the Deputy Head and his or her designate, along with an appropriate investigation completed to disclose the following:
- Review actions taken in response to the incident to evaluate their effectiveness; and
 - Investigate the need for follow-up counseling and debriefing of impacted employees.
 - Corrective action to be taken in the event that the worksite procedures or employee's adherence to them is found to be lacking.

Communication

30. All staff are to be made aware of the violence reassurance procedures on initial hire and provided with the opportunity to access information pertaining to the Workplace Violence Prevention Program.

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<p>Workplace Violence Prevention</p>	<p>Section 1009</p>

AUTHORITIES AND REFERENCES

31. Education Act
32. Safety Act
Article 40, Safety and Health
33. Collective Agreement with the NTA
Article 22, Responsibilities for Safe Working Environment
34. Collective Agreement with the Nunavut Employees Union
Article 46, Harassment
Article 48, Violence in the Workplace

CONTACTS

35. For clarification or further information, please contact:

 Director, Employee Relations
 Department of Human Resources
 Iqaluit, Nunavut
 975-6211

 <p>OCCUPATIONAL HEALTH, SAFETY, AND WELLNESS</p>	<p>Human Resources Manual</p>
<p>Harassment Free Workplace</p>	<p>Section 1010</p>

HARASSMENT FREE WORKPLACE

PURPOSE

1. The Government of Nunavut is committed to the guiding principles of *Inuuqatigiitsiarniq*, reinforcing the Inuit value of respecting others, relationships and caring for people.

The Government of Nunavut is endeavoring to provide a workplace free from all forms of sexual and personal harassment in accordance with the applicable human rights legislation.

It is also committed to promoting good management practices directed at creating a welcoming work environment.

Departments and public agencies within the Government of Nunavut are responsible for monitoring and maintaining a harassment free workplace program

The Government of Nunavut shall provide direction for handling complaints of harassment.

PRINCIPLES

2. This Directive is guided by the following values and expectations:
 - Ajjigiktitsiniq – Public service employees must carry out their responsibilities in a way that is fair, objective, and impartial.
 - Ujjiqsuittiarniq – Public service employees must perform their work in a courteous and conscientious manner and be respectful of the needs and values of co-workers.
 - Harassment is a serious violation, which will provide grounds for disciplinary action up to, and including dismissal.
 - All harassment complaints shall be dealt with in a fair, confidential and expeditious manner.

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- The Government of Nunavut shall actively promote an atmosphere of mutual respect, fairness and concern, and provides a framework for responding to harassment complaints.
- The Department of Human Resources shall provide departments and public agencies with the appropriate tools or materials, procedures, advice and training for maintaining a program for a harassment free workplace.

APPLICATION

3. This Directive applies to all departments, agencies and employees of the Government of Nunavut, with the exception of the Workers' Safety and Compensation Commission of the Northwest Territories and Nunavut, and Nunavut Development Corporation. Participation including assistance and cooperation is mandatory for all parties named in the directive.

The directive covers all forms of harassment that may occur at work or away from the workplace, provided the acts are committed within the context of the employment relationship.

DEFINITIONS

4. **Workplace Harassment** is defined as including inappropriate comment or conduct based on a prohibited ground listed in the *Nunavut Human Rights Act* that is known or ought reasonably to be known to be unwelcome, sexual, and or personal harassment. The prohibited grounds set out in the Act are: race, colour, creed, religion, sex, sexual orientation, age, disability, ancestry, ethnic origin, place of origin, citizenship, marital status, family status, pregnancy, lawful source of income, and a conviction for which a pardon has been granted.

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In most cases one act or event is needed in order to constitute harassment. Taken individually, these acts or events need not constitute harassment. It is the repetitive nature of the harasser's actions in such cases that constitutes harassment. In rare cases, one incident may constitute harassment where it is determined that the incident was serious enough to cause lasting harm to the victim and/or the work relationship.

Workplace harassment consists of behaviours that, with persistence, pressure, frighten, intimidate or incapacitate another person, creating a degrading, hostile or marginalizing work environment for the person experiencing it. Any verbal, physical, communicated or otherwise perpetrated incident of harassment towards another is magnified greatly and potentially has a greater probability of being a criminal offense for additional grounds when that incident also is a violation of a human rights ground.

Harassment away from the work place, for example, during a business trip is still work-related harassment. The same applies to harassment occurring in the home of a co-worker. The boundaries of the work environment are not determined by location, but by whether or not the behaviour is in some way associated with employment.

5. **Sexual Harassment** is any unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse job-related consequences for the victim of the harassment. This can include physical contact, verbal comments, or non-verbal actions/gestures.

Physical examples of sexual harassment include unwelcome fondling, squeezing, touching, grabbing, pinching, or other physical contact. Social examples of sexual harassment includes sexual propositions, unwelcome social invitations combined with flirtatious behaviours, innuendo, sexist jokes, negative comments about a person's sexuality, or threats of a sexual nature. Other forms of sexual harassment include displaying or sending offensive sexual materials, examples, text, images, video, or other multimedia forms.

The harassers and the victims of the harassment may be either male or female. Sexual harassment may happen between members of the same sex, co-workers, supervisors and subordinates, employees and clients or members of the public.

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Consensual relationships between employees and related flirtations, bantering, or affection are not harassment. But if an employee feels uncomfortable with such behaviour and the behaviour persists even after that person has expressed their discomfort, then it is harassment.

6. **Personal Harassment** is not based on any of the prohibited grounds under the human rights legislation. It is typically repetitive behaviour that demeans or embarrasses a person. Personal harassment can occur between individuals and groups of employees. It includes workplace bullying which is a pattern of behaviour that is intended to intimidate, offend, degrade or humiliate a particular person or group of people¹. Examples of personal harassment can include intimidation, threats, violence and aggression such as a near miss (striking out, but missing the target), or retaliation and rude or degrading remark such as an insulting description of a person's physical appearance and or health condition.

Harassment creates for those affected a hostile and abusive or poisoned work environment.

Personal harassment does not include an isolated incident of a minor nature for which a person has promptly apologized; strongly expressed opinions that are different from others; or free and frank discussion about issues or concerns in the workplace without personal insults.

The legitimate and proper exercise of management's authority does not constitute harassment. Managers and supervisors have a right to assign duties, conduct performance reviews, manage employees' performance, and, where necessary, impose discipline.

It is recognized that conflict occurs in the workplace from time-to-time. To re-establish positive working relationships, conflict situations must be promptly addressed and resolved.

Conflict in the workplace can include private verbal disagreements and yelling and shouting. It can result from personality differences or from a lack of communication skills, including the inability to understand different points of view.

¹OSH Answers, *Bullying in the Workplace*, online: Canadian Centre for Occupational Health and Safety <http://www.ccohs.ca/oshanswers/psychosocial/bullying.html>.

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Conflict and harassment are not synonymous terms. Workplace conflict and harassment may exist independently, together, or one can lead to the other. The exact nature of each situation will depend upon its own facts and circumstances.²

Workplace conflict will be addressed through *Directive 1018 of the Human Resources Manual*.

7. **A Complaint** is a formal allegation of harassment, submitted in writing. Although timeliness is encouraged, a harassment complaint may be filed up to six (6) months after the last alleged incident of harassment occurred.

This directive only applies to individuals employed by the Government of Nunavut. Personal service contractors however must comply with this directive and the *Harassment Free Policy* as a condition of their contract.

When the harassment is perpetrated by other individuals outside of the employment of Government of Nunavut the Government of Nunavut shall, where applicable:

- Support an employee who has been subjected to such harassment through a referral to the RCMP when an action of a criminal nature occurred.
- Make a formal complaint to a third party organization where one of its agents perpetrated the alleged harassment in the workplace or while the employee was performing their work duties.

Workplace conflict will not be considered harassment and is to be addressed through *Directive 1018 of the Human Resources Manual*.

8. **Malicious or bad faith complaint** means a complaint made under this directive that the person making the complaint knew was untrue. Such an untrue complaint would be a violation under this directive. The insufficiency of evidence to prove a complaint does not mean that the complaint was submitted in bad faith. A person, who submits a complaint in good faith, even where the complaint cannot be proven, has not violated this directive.

² Canada, Canadian Forces Personnel Support Agency, Harassment Prevention and Resolution Guidelines, (2006) 6.

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9. An **Informal Process** is any attempt by the complainant to resolve the concern prior to lodging a complaint.
10. **Mediation** means use of an independent, impartial, third party to help the parties settle a dispute. Unlike an arbitrator, a mediator has no power to force acceptance of his or her decision but relies on persuasion to reach an agreement.
11. **Harassment Information Officers (HIOs)** are staff members appointed by deputy heads in each department that are trained and make information available to staff and managers on workplace harassment and their rights and responsibilities under the Harassment Free Workplace Policy and this directive and when requested assist staff who make an allegation of harassment by doing a preliminary assessment, providing support, and assisting the complainants to complete documentation related to the complaint.
12. An **Investigator** is a neutral person designated to carry out a formal investigation pertaining to an allegation of harassment made by an employee in the workplace.

PROVISIONS

13. **Employees who Believe They Are Being Harassed**
 - (1) Let the harasser know (provided that you believe you would not be putting yourself or others at risk by doing so) that his or her conduct is unwelcome and that you want it to stop. In most cases the problem will be resolved and no further action will be required. Consider having a witness present if you choose to speak to the harasser directly.
 - (2) Make notes of the conduct or incidents that you find objectionable, including the dates, how you felt at that time, what you did about it, and the names of witnesses.
 - (3) If you are unable to confront the harasser directly, ask your supervisor or a person in authority to intervene on your behalf. You may also wish to speak with a HIO, a human resources coordinator, the Department of Human Resources Manager of Workplace, Health, Safety and Wellness or an employee relations consultant.

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- (4) Failure to object to harassment does not necessarily mean the conduct is welcome. It is sufficient for an employee to indicate through non-verbal communication, such as body language, that the conduct is unwelcome. This is particularly so in cases of significant imbalance of power between the respondent and complainant.
- (5) If the harassment continues, file a formal complaint. For details about filing a formal complaint please see *Provision 22: Filing a Formal Complaint*. If you need assistance, you may contact the following:
 - Members of the Nunavut Employees' Union may call a shop steward or a union official.
 - Teachers may call the Nunavut Teachers Association.
 - Call the Employee Relations and Job Evaluation Division of the Department of Human Resources.
 - Contact a HIO), see *Provision 19: Role of Harassment Information Officers (HIOs)*
 - Participate in the assessment with the HIO or others assigned; see *Appendix B: Harassment Assessment Form*.

14. **Employees Accused of Harassment**

- (1) If you are accused of harassment, take a careful look at your behaviour. It may be that you have unintentionally offended or humiliated another person. An explanation and/or apology may be in order.
- (2) If someone complains about your behaviour, keep notes of your conversations and your version of the alleged harassment. Ensure the recording of the times, dates, places and names of any witnesses.
- (3) If an informal settlement of the complaint is not possible, you may request mediation.

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- (4) If a formal complaint against you is made, you must participate in the investigation. You may ask for assistance from the Department of Human Resources Manager of Workplace Health Safety and Wellness or an employee relations consultant or a union representative. If you are in senior management/excluded, dependent on the seriousness of the harassment complaint the Minister may be contacted for support to ensure the respondent protection against frivolous or provoking subject matter.
- (5) Complainants must sign an *Appendix E: Investigation Acknowledgement Form – Respondent* upon request.
- (6) You and witnesses supporting your position have the right to rebut the allegations in writing prior to being interviewed.
- (7) A respondent who after investigation has been found to have been a victim of frivolous and provoking subject matter will be accommodated through measures including consideration to transfer particularly where the well being of the respondent or others in the work environment is clearly negatively impacted by the allegation and investigation. In addition all references about and information related to the allegation and investigation in the respondents personnel file will be removed.

15. **Role of Management**

- (1) Management should be on the alert for symptoms of harassment. Here are possible signs of problem situations:
 - Sudden rise in absenteeism from work
 - Unexplained decline in an employee's performance
 - An employee isolating themselves from participating in normal workplace socializing
 - Unexplained awkwardness or tension between two or more employees
- (2) In the case of a major change in an employee's behaviour, managers should talk to the employee. However, they must be sensitive to the employee's right to privacy and dignity. Any discussions with an employee will be regarded as confidential, except as may be necessary to deal effectively with the problem.

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- (3) Management must act promptly to stop harassment in their work area or in another part of the department, whether or not a complaint has been filed. By allowing the situation to continue they may not only face legal action but may also be subject to discipline by the Employer.
- (4) The following are some of Management's key responsibilities:
 - Inform all employees of their rights and responsibilities under these guidelines
 - Treat all harassment complaints seriously and confidentially, and act upon them immediately
 - Gather all relevant information
 - Call the Employee Relations and Job Evaluation Division for advice, if necessary
 - Protect witnesses and complainants from retaliation arising from a harassment complaint having been filed in good faith or having observed harassing behavior/incidents.
- (5) Inform the deputy head of any harassment incident or complaint, immediately, and take appropriate steps to prevent the recurrence of harassment.

16. **Role of Deputy Heads**

- (1) Maintain corporate responsibility and accountability for keeping the workplace free of harassment, seek resolution to all harassment complaints, amicably and cooperatively between all affected wherever possible, and once resolved, restoration of a healthy and harmonious work environment as quickly as possible.
- (2) Instruct all managers and supervisors to deal promptly, effectively and confidentially with complaints referred to them. All complaints or suspicions of harassment must be treated seriously and attended to with expedience; however such investigation has to be done with sensitivity and in such a way that the employer can not be accused of overzealously targeting a respondent through approaching other employees who are unaware or may be linked through questionable hearsay.
- (3) Inform all employees of their rights, duties and alternatives under this directive.

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- (4) Assign one or more employees to serve as HIOs [**Note:** a qualified individual approved by the deputy head other than a HIO can also act as an advisor for the complainant]. The HIO can be any staff member that the deputy head feels has the aptitude including compassion, confidentiality skills, literacy, and cross-cultural skills to be effective in the role of the HIOs.
- (5) Provide a confidential space, time, and access to equipment and supplies in a manner to ensure the HIOs have the means and resources including time to attend any related training provided to capably carry out their responsibilities as described in this directive.
- (6) Take appropriate and effective action after the investigation of a complaint has been completed.
- (7) Take appropriate steps to prevent the recurrence of the incident giving rise to a complaint.
- (8) Protect witnesses and complainants from retaliation arising from having filed a harassment complaint in good faith or having observed harassing behavior/incidents. Any action taken against these individuals that is clearly related to their role either as victim or witness will be treated as a serious disciplinary matter for those responsible.

In addition ensure retaliation, excluding appropriate investigation processes described in this directive and related employer disciplinary practices utilized by GN, is not taken against the respondent and further no retaliation is taken against any agent identified through this directive or empowered through criminal law or other legislative processes to assist with the investigation and resolution of a harassment matter.

- (9) Where an investigation because of its nature or seriousness may be unpredictable in length and a poisoned work environment is unavoidable for employees involved in the complaint, to the greatest degree possible without jeopardizing service provision, provide separation either in function or spatially to reduce stress between them.

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- (10) Immediately inform the Employee Relations and Job Evaluation Division of a harassment complaint and the actions taken.

17. Role of the Department of Human Resources

- (1) The Department of Human Resources will assist departments in addressing harassment complaints.
- (2) In the event that the Department of Human Resources becomes aware of an allegation of harassment it will immediately advise the deputy head of the department from which the allegation originated.
- (3) The Department of Human Resources Manager of Workplace Health, Safety and Wellness will assist the deputy head of the department in assigning individuals to serve as investigators and HIOs. While these responsibilities may be designated to other staff, a human resources coordinator will always be available to offer assistance.

Unions when asked by members may conduct their own separate investigations. A Union may participate in a joint cooperative investigation of a complaint if mutually agreeable to GN, the Union representing the complainant, and the complainant. However although cooperative both parties will retain a level of independence in the investigation to ensure the integrity of independent representation for both parties is maintained. ATIPP would not apply to materials prepared by a Union unless the Union formally identified the material as being part of the GN documents.

Dependent on the parties related to the harassment investigation an additional third party [example a professional association or standards body] may also conduct an independent investigation.

- (4) The Employee Relations and Job Evaluation Division will provide support and guidance to the investigators and HIOs.
- (5) The Director of Employee Relations and Job Evaluation and the deputy head of the departments involved will inform the complainant and respondent of the Investigation's overall conclusions.

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- (6) The Director of Employee Relations and Job Evaluation and the deputy head of the department in question will determine; if warranted, the level of discipline. Discipline will be proportional to the harassment the respondent has been found responsible for. The discipline to be administered will rise in seriousness if the behavior is repetitive, for example a serious similar incident ten years ago with several minor incidents of a related nature since.
- (7) The Director of Employee Relations and Job Evaluation and the deputy head of the department in question will determine accommodation measures for the complainant that may include transfer or a graduated integration back into the workplace and therapeutic support. Where the complainant and respondent are under undue hardship related to the allegation but still able to attend the workplace, accommodation measures may be considered not only after the matter has been resolved but also during the investigation period.
- (8) If the complainant and respondent work in different departments, the Deputy Minister of Human Resources assumes the role of the deputy head as outlined above. In such cases, the Deputy Minister of Human Resources will work in conjunction with the deputy heads of the affected departments.
- (9) Ensure quality control in the program and conduct an evaluation every two years or more frequently if difficulties are reported, observed, or measured in relation to the functioning of the program.
- 18. Role of the Department of Human Resources Manager, Workplace Health, Safety and Wellness**
- (1) The Manager, Workplace Health, Safety and Wellness will instruct staff on procedures for the prevention of all forms of harassment in the public service.

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- (2) Distribute a harassment free workplace training kit or materials that will be available for public service employees. Training will be periodically offered by the Department of Human Resources to departmental and public agency representatives who can further deliver their own training to their staff and may also be offered through partnership with or independently by a Union through mutual agreement between the Department of Human Resources and the participating Union.
- (3) Facilitate ongoing dialogue with staff on the prevention of harassment.
- (4) Maintain a list of all HIOs/investigators in the government.
- (5) Assist deputy heads in arranging assignments of investigators and HIOs.
- (6) Advise affected staff of counseling services available through the Employee Assistance Program as well as services available in communities.
- (7) Provide a preliminary assessment of the complaint once the deputy head provides the written complaint and conduct individual interviews with the respondent and complainant to make recommendations on whether a full investigation or mediation is warranted. All interview statements must be prepared in text and signed off as legal statements by both the interviewer and interviewee. This process will be shortened greatly if a HIO has completed an *Appendix B: Harassment Assessment Form*.

19. **Role of HIOs**

- (1) The main duty of a HIO is to inform employees and managers of their rights and responsibilities under these guidelines and be a “go to” person for those who feel they have been a victim of harassment. Some harassment concerns may be of a minor nature and can be fully resolved to the satisfaction of the complainant at the level of the supervisor without the need for the complaint to go further.

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- (2) The HIO will receive training in core areas related to harassment prevention including fact finding, sensitivity, documentation, and confidentiality.
- (3) The HIO will often act as the first resource person to hear an alleged complaint and through a preliminary assessment and fact finding process, see *Appendix B: Harassment Assessment Form* will play a critical role in determining if the concern represents:
- An incident of harassment and needs to proceed forward under the provisions of this directive
 - An incident is criminal and should be referred to the RCMP
 - A misinterpretation or misunderstanding of normal conduct occurring through a supervisor employee relationship, cooperative work process with another co-worker or another appropriate work based interaction with others, or
 - Workplace conflict and needs to be resolved through *Directive 1018 of the Human Resources Manual*
- The *Harassment Assessment Form* once completed will be forwarded by the HIO to the deputy head of the department of which the complainant is employed with copies also sent to the Deputy Minister, Human Resources and Manager, Workplace Health, Safety, and Wellness, Department of Human Resources.
- (4) The HIO may make information available on the bulletin board or in staff rooms regarding maintaining a harassment free work environment and steps that can be taken when harassment does occur.
- (5) The HIO can give updates on harassment prevention; particularly upcoming training, new resource materials, and the intent, powers, and usage of the program for new employees. In addition, the HIO may:
- Assist employees with the filing of a complaint through helping them to understand their rights
 - Empower them when they may be reluctant to proceed with a complaint
 - Listen to them express their feelings in relation to the harassment and refer them for counseling or further support if required

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- Help them to define and describe accurately what has occurred, how it has impacted on them, and why they feel it is harassment
- Help them with the physical completion of their harassment complaint report, see *Appendix A: Harassment Complaint Form*; particularly when the employee may have difficulty writing, articulating, or describing their experiences.

- (6) If a complainant states that they need an HIO who can assist them in one of the official languages of Nunavut other than that of the attending HIO; the HIO will assist the complainant to reach an alternative HIO fluent in the first language of the complainant.

20. Role of Employees (Generally)

- (1) Employees should discourage behavior, joking, and other behaviors that may exclude or make other employees feel uncomfortable.
- (2) Employees should learn about and encourage in the workplace a harassment free working environment.
- (3) The Unions may provide additional resource information and assistance to help and encourage their members in maintaining a harassment free work environment

21. Mediation

- (1) The supervisor or the investigator may suggest mediation at any stage of the complaint process. The Employee Relations and Job Evaluation Division will assist in setting up the mediation.
- (2) In mediation, the parties in the dispute meet with a neutral third party, whose role is to help the parties resolve the dispute. If a mutually satisfactory solution is found, the parties in the dispute and the mediator will sign a formal agreement. The complaint then will be deemed to have been resolved.
- (3) Mediation works only if both sides participate in it voluntarily. If mediation is not possible, the complaint will proceed in the formal manner.

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22. Filing a Formal Complaint

- (1) A formal complaint pursuant to this Directive must:
 - Be in writing, see *Appendix A: Harassment Complaint Form*
 - Contain specific description of the behaviour or action
 - Contain other important details such as the date, time and place of the incident, and names of witnesses, if any
- (2) If a complaint is against a person below the deputy head level, the complaint must be addressed to the deputy head of the employing department.
- (3) If a complaint relates to a deputy head, it must be addressed to the Secretary to Cabinet.
- (4) If a complainant requires assistance in writing the complaint, an employee relations consultant, HIO, and or union representative will provide support.
- (5) The timeliness of a formal complaint is important. Completing the process as soon as possible will not only help to alleviate an undesirable situation at work but will also help the investigation because employees' memories are still fresh and potential witnesses are available.
- (6) Although timeliness is encouraged, a harassment complaint may be filed up to six (6) months after the last alleged incident of harassment occurred.
- (7) Anyone filing a complaint with a deliberately malicious intent may be subject to disciplinary action by the employer.
- (8) Complainants must sign an *Appendix C: Investigation Acknowledgement Form – Complainant* upon request.
- (9) Complainants must submit a signed *Appendix D: Complaint Withdrawal Form* if they wish to withdraw a complaint.

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23. Investigation Process

- (1) The deputy head shall in order to determine whether an investigation is required refer the complaint to the Department of Human Resources Manager of Health, Safety and Wellness within two (2) working days of receipt of the complaint for a preliminary assessment of the complaint along with any information gathered including if completed an *Appendix A: Harassment Complaint Form* and *Appendix B: Harassment Assessment Form*.

Note: A complaint regarding a deputy head would be conducted through a separate process determined by Cabinet after initial referral to the Secretary of Cabinet.

- (2) The Department of Human Resources Manager of Health, Safety and Wellness will consider the complaint for:
 - Timeliness
 - Relevance under this directive
 - Use of other resolution processes including mediation
 - Frivolous or provoking subject matter
- (3) The Department of Human Resources Manager of Health, Safety and Wellness may recommend, after discussions with the Director of Employee Relations and Job Evaluation, not to initiate an investigation based on any of the above grounds.
- (4) The preliminary assessment must be concluded within fourteen (14) working days of receipt of the complaint.
- (5) If it is determined that an investigation is not required, the deputy head and Director of Employee Relations and Job Evaluation will meet with the relevant parties individually to explain the outcome of the preliminary assessment within twenty-one (21) working days of receiving the complaint.

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- (6) If it is determined that an investigation is required:
- The deputy head will endeavor to assign investigators within three (3) working days of receiving the preliminary assessment from the Department of Human Resources Manager of Health, Safety and Wellness
 - If practical, a male and a female investigator will be named to work as a team
 - An investigator may be from the same department as the complainant but should be from a different work area to avoid both the possibility and the appearance of a conflict of interest
 - Both the complainant and the respondent must cooperate fully with the investigation

- (7) The investigator will be a specially trained person from either within or outside the department or the GN. The investigator chosen must be qualified in labour relations, harassment investigation, and have training in behavior and body language specific to Inuit and other cultures.

The investigator needs to understand human rights in relation to cross-cultural considerations and that there may not only be confusion regarding behavioral norms between different cultures but even inter-generationally amongst Inuit workers. He or she will endeavor to start the inquiry within three (3) working days of assignment and submit the final report within thirty (30) working days of his/her assignment.

- (8) At the beginning of the inquiry, the investigator will inform all parties of their rights to procedural fairness and natural justice which include:
- Assurance of confidentiality
 - Being informed of the complaint
 - A copy of the written allegations
 - Provision of the opportunity to respond to the allegations either in writing or verbally
 - Accompaniment by an appropriate supportive person during the process
 - Upon the request of the complainant or respondent, provision of an update of the progress of the investigation
 - Having the use of an interpreter, if required

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- (9) The investigator where appropriate may obtain representation from anyone and access any information they feel is directly related to the investigation.
- (10) The investigator will ensure a full, organized, and ethical investigation process and decide prior to investigation implementation the following further to applicable legislation and guidelines:
- The disclosure and production of documents
 - Exchange of witness summaries
 - Form and matter of notice to parties
 - Consultation with witnesses
 - How evidence will be recorded
 - Dates and times related to the investigation process
 - Accommodation for witnesses or parties
 - Manner of communication including telephone, teleconference, video-conference, and in-person meetings including location
- (11) In harassment cases, there often is no solid evidence for either side. This is especially true in cases of sexual harassment.
- (12) There may not be any witnesses to the harassing behaviour, or the behaviour may be so subtle that bystanders are unaware of it.
- (13) The credibility of both the persons investigated and the witnesses interviewed is of crucial importance to the investigator.
- (14) The standard of proof used by the investigator will be that of a reasonable person's approach, or the balance of probabilities, based on the evidence obtained in the investigation.
- (15) All information received by the investigator will be kept in strict confidence, disclosed only to the extent necessary to resolve the complaint, or as required by law.
- (16) All parties will be informed when and if the information must be disclosed.

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- (17) If the complainant withdraws the complaint before the investigation is completed, the investigation may continue, depending on the evidence that has emerged.
- (18) If the alleged respondent refuses to co-operate with the investigation, the investigation will still continue.
- (19) All employees are expected to co-operate with the investigation of a complaint and to assist with any efforts to solve the problem.
- (20) The investigation will continue to the greatest degree possible even if the complainant has left GN as an employer, in order to seek resolution and ensure that the causes of the complaint are addressed so other potential complainants affected by the respondent, past, present, or future are to the greatest degree possible afforded resolution as available under this directive.

24. Investigation Report

- (1) The deputy head, Director of Employee Relations and Job Evaluation and investigator will convene within five (5) days after completion of the investigator's assignment to consider the report of findings.
- (2) The report will:
 - Be based on facts, not opinions or assumptions
 - May include Voice Mail messages, notes documenting comments made or describing actions of the respondent by the complainant or witnesses, text messages, email, and written documents (any communication evidence produced on government equipment related to the alleged harassment can be utilized in accordance to ATIPP provisions).
 - Identify who was involved in the incident
 - Identify when and where the incident occurred
 - Detail what happened and how it happened
 - Identify all sources of information
 - Give reasons for the conclusions, including, where necessary, findings of credibility

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- (3) The possible conclusions following a formal investigation are:
 - Complaint is substantiated
 - Complaint is substantiated, but both sides were found to have harassed each other
 - Complaint is unsubstantiated
 - Complaint is provoking or was made in bad faith

- (4) A deputy head in consultation with the Director of Employee Relations and Job Evaluation, will, inform the complainant and respondent of the results of the investigation and provide a written summary within ten (10) working days of the completion of the investigator's assignment.

- (5) If the investigation conclusion is that harassment did occur, the harasser will be instructed to:
 - Stop the harassment immediately
 - The harasser may be advised to:
 - Apologize for the behaviour
 - Undergo sensitivity training
 - Additionally, the deputy head, in consultation with the Director of Employee Relations and Job Evaluation, may discipline the harasser and/or transfer him or her to another work area

- (6) The type of discipline will depend on the nature of the harassment, the harasser's position in the organization and the harasser's employment record.

- (7) Should the deputy head, in consultation with the Director of Employee Relations and Job Evaluation deem it appropriate to impose disciplinary measures based on the conclusions in the report of findings, they must take into consideration the collective agreement and other applicable procedures.

25. **Records Maintenance and Confidentiality**

- (1) Allegations of harassment involve the collection, use and disclosure of sensitive, personal information. Confidentiality is required to protect the interests of all parties.

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- (2) All information, documents and reports relating to the complaint will be kept with the Employee Relations and Job Evaluation Division. All other copies will be destroyed.
- (3) All information relevant to the complaint will be treated as “received in confidence”, for the purpose of compliance with ATIPP
- (4) The information concerning a complaint will be provided to appropriate officials of the government only on a need-to-know basis.
- (5) If a mediated solution is reached, the complainant and respondent will sign the agreement which will be limited to a description of the resolution of the complaint. Copies will be confidential, filed according to Human Resources practices, and non-disciplinary, subject to no new allegation of conflict arising between the parties during the following one-year period. All references to the complaint will be destroyed, with the exception of the master file maintained by the Employee Relations and Job Evaluation Division.
- (6) If the complaint was made in good faith, no record of it or its outcome will go on the complainant’s personnel file.
- (7) If the complaint was found to be provoking or malicious, the incident and the resulting corrective action may become part of the complainant's employment record.
 - This will be removed after one (1) year for Nunavut Employee Union bargaining members, providing there are no further incidences of harassment or disciplinary actions
 - This will be removed after two (2) years for Nunavut Teachers Association bargaining members, excluded employees and senior management employees, providing there are no further incidences of harassment or disciplinary actions

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- (8) If the evidence does not support the complaint, the respondent's personnel file will not contain any reference to the complaint. The complainant's file will contain only reference to the date that a complaint was made, without supporting detail. The records of the investigation will be held in the master file maintained by the Employee Relations and Job Evaluation Division.
- (9) If the complaint is upheld, the incident and the resulting corrective action will become part of the respondent's employment record.
- This will be removed after one (1) year for Nunavut Employee Union bargaining members, providing there are no further incidences of harassment or disciplinary actions.
 - This will be removed after two (2) years for Nunavut Teachers Association bargaining members, excluded employees and senior management employees, providing there are no further incidences of harassment or disciplinary actions.
- (10) Due to the sensitive and personal nature of the issues involved in a harassment complaint, anyone having direct knowledge of the complaint and its ultimate outcome will respect and protect the privacy of the parties.

26. Recourse

- (1) Filing a complaint pursuant to this directive does not prevent employees from filing a complaint under the Nunavut *Human Rights Act* or a grievance under the applicable grievance procedure. The same is true once the formal resolution process has been completed pursuant to this directive.
- (2) A member of the bargaining unit may file a grievance under their collective agreement or file a complaint pursuant to the Nunavut *Human Rights Act*.
- (3) A management or excluded employee may proceed under the grievance procedure pursuant to the *Public Service Act* and *Regulations* or file a complaint pursuant to the Nunavut *Human Rights Act*

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- (4) As a general rule, a tribunal will not assume jurisdiction if the applicant has not exhausted available alternate review procedures. For example, a bargaining unit member may be expected to first use the grievance procedure in the collective agreement. A management or an excluded employee may be expected to first use the grievance procedure in the *Public Service Act* and *Regulations*.

PREROGATIVE OF EXECUTIVE COUNCIL

Nothing in this directive shall in any way be construed to limit the prerogative of Executive Council to make decisions or take action respecting the harassment free workplace directive of the Government of Nunavut, outside the provisions of this directive.

AUTHORITIES AND REFERENCES

Public Service Act

Canadian Human Rights Act

Nunavut Human Rights Act

Access to Information and Protection of Privacy Act

Public Service Regulations

Collective Agreement with the Nunavut Employees Union
Article 46 – Harassment

Collective Agreement with the Nunavut Teachers Association
Article 22 - Responsibilities for Safe Working Environment

Senior Managers' Handbook

Excluded Employees' Handbook

Harassment Free Workplace Policy

 <p>OCCUPATIONAL HEALTH, SAFETY, AND WELLNESS</p>	<p>Human Resources Manual</p>
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Human Resources Manual
Section 202 – Code of Conduct (General), Provision 23
Section 701 – Grievances and Complaints
Section 801 – Employee Discipline
Section 1018 – Workplace Conflict Management
Section 1609 – Indemnification

CONTACT

For further information or clarification, please contact:

**Director, Employee Relations and Job Evaluation
Department of Human Resources
Iqaluit, Nunavut
975-6211**

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APPENDIX A

HARASSMENT COMPLAINT FORM PAGE 1

1. Name of complainant:

2. Address:

3. Place of work:

4. Persons suspected of harassment (respondent):

5. Nature of the allegations:

6. Dates, times and places where the incidents took place:

7. Did anyone witness the incident? ___ yes ___ no

If yes:

a) Names of witnesses:

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HARASSMENT COMPLAINT FORM PAGE 2

b) Description of their respective role in the incident.

8. How did you react to the harassment?

9. If applicable, describe any incident that took place previously.

I am filing this complaint because I honestly believe that _____ has been harassing me.

I hereby certify that to the best of my knowledge the above-mentioned information is true, accurate and complete. Making false or frivolous allegations is in violation of the Government of Nunavut *Harassment Free Workplace Policy and Directive 1010 of the Human Resources Manual*.

Furthermore, I realize that an investigation may be initiated once this complaint has been filed.

Complainant Signature Complainant Name Printed Date

Form Authorities, HRM 1010 19 (5), 22 (1), & 23 (1)

	OCCUPATIONAL HEALTH, SAFETY, AND WELLNESS	Human Resources Manual
	Harassment Free Workplace	Section 1010

APPENDIX B

HARASSMENT ASSESSMENT FORM PAGE 1

Harassment Assessment Form		
Note: Interviews required to complete the assessment can be conducted with the complainant, respondent, and any witnesses to ensure completeness of the assessment.		
Describe the Harassment including the names of the respondents:		
Put a check beside descriptors matching the harassment: (This list is not comprehensive, examples of harassment may not fit the questions on the list. It is meant to be an aid to help complainants identify particular actions or behaviors of the respondent that created the harassment).		
Sexual Harassment		
Suggestive sexual stories ___	Attempts to discuss sex ___	Crude sexual remarks
Attempts to establish a sexual relationship despite attempts to discourage ___	Offensive material displayed ___	Stereotypical jokes based on gender ___
Repeated requests for drinks/dinner despite refusal ___	Subtle bribes with some sort of reward to engage in sexual behaviour ___	Subtle threats if individual did not engage in sexual behaviour ___
Touching that made individual feel uncomfortable ___	Negative consequences for refusing to engage in sexual activity ___	
Physical Harassment		
Staff physically injured ___	Staff treated by a physician ___	Near miss ___

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HARASSMENT ASSESSMENT FORM PAGE 2

Personal Harassment		
Belittlement or being subjected to put-downs, insults or degrading comments ___	Being discredited (e.g., rumours spread about individual, having their work undermined, degrading comments made about them in their absence ___	Intimidation, threats or bullying ___
Negative consequences or reprisals for coming forward about issue ___	Being prevented from expressing themselves (e.g., being yelled at, threatened, interrupted, prohibited from speaking ___	Being ignored or isolated (e.g., not being talked to, distanced from others) ___
Electronic harassment including demeaning or rude messages ___	Abuse of authority, belittling a staff member in front of others ___	
Human Rights		
<p>Circle any of the following areas you feel were connected to the harassment you experienced and explain below why you feel this was the case:</p> <p>Cultural identity (race, colour, ancestry, ethnic origin, citizenship and place of origin), religion and creed, age, disability, sex and sexual orientation, marital status, pregnancy, including adoption of a child by a man or woman, lawful source of income, and a conviction for which a pardon has been granted</p>		
Where did the harassment occur?		
Were the complainant and respondent on work duty at the time?		
What dates and times did the harassment occur?		
Was there more than one respondent?		

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HARASSMENT ASSESSMENT FORM PAGE 3

Was there more than one person affected?	
Has the issue occurred on more than one occasion with the same respondent?	
Has the complainant attempted to resolve the issue with the respondent?	
Has the situation been previously addressed?	
Are there other persons who can provide information about the situation?	
Is there an immediate need for support for any of the involved parties (e.g.: personal well-being, morale, health, attendance)?	
Is there a potential impact on the workplace (e.g.: poisoned work environment, unsafe work environment, refusal of other employees to attend work, lawsuit, media, risk to public)?	
What is the organizational relationship of those involved (e.g.: supervisor, co-worker, from another department or work location)?	
Is the situation a criminal offence?	
Is the situation a workplace conflict management issue?	

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<p>Harassment Free Workplace</p>	<p>Section 1010</p>

HARASSMENT ASSESSMENT FORM PAGE 4

<p>Is the situation a misunderstanding of normal supervisory or operational requirements?</p>	
<p>What is the impact of the situation on the person affected?</p>	
<p>Has the complainant provided a statement of impact, example one to three paragraphs describing how the harassment has affected them including in terms of health, emotionally, or financially?</p>	
<p>Where criminal conduct has not occurred and resolution is possible do the parties understand that resolution is going to involve their direct participation? Do the parties need more information on resolution options? Are the parties willing to actively participate?</p>	
<p>_____ _____ _____ _____ Complainant Date Harassment Information Officer (HIO) Date</p>	
<p>The harassment assessment and interview process can be stressful for all parties involved in the harassment including the complainant, respondent, and witnesses. The interviewer will provide prior to the interview some background on the need for a harassment free workplace, reason for assessment, and how the Government of Nunavut responds to harassment through the <i>Harassment Free Workplace Policy and Directive 1010 of the Human Resources Manual</i>.</p> <p>GN will take action when harassment has been identified to implement corrective measures for the complainant.</p> <p>The respondent must be aware that consequences of harassment can include criminal prosecution and the respondent being dismissed; however consequences will be proportional to the seriousness of the offense.</p>	

Form Authorities, HRM 1010 13 (5), 18 (7), 19 (3), & 23 (1)

 <p>OCCUPATIONAL HEALTH, SAFETY, AND WELLNESS</p>	<p>Human Resources Manual</p>
<p>Harassment Free Workplace</p>	<p>Section 1010</p>

APPENDIX C

INVESTIGATION ACKNOWLEDGEMENT FORM - COMPLAINANT

**Harassment Free Workplace Investigation
Acknowledgement Form - Complainant**

I, _____, acknowledge that:

	INITIALS
<ul style="list-style-type: none"> I have been provided with a copy of the Harassment Free Workplace Directive, Section 1010, Human Resource Manual; 	<input type="checkbox"/>
<ul style="list-style-type: none"> The Harassment Free Workplace Policy has been given to me for reference and I understand that it is my responsibility to review it; 	<input type="checkbox"/>
<ul style="list-style-type: none"> I have been assured of confidentiality to the full extent of applicable legislation and guidelines; 	<input type="checkbox"/>
<ul style="list-style-type: none"> I have made a written allegation(s) and have submitted a Harassment Complaint Form, Appendix ____; 	<input type="checkbox"/>
<ul style="list-style-type: none"> I have been assured the complaint will be investigated promptly, fairly and without fear of reprisal; 	<input type="checkbox"/>
<ul style="list-style-type: none"> I have been accompanied by an appropriate supportive person during the process; 	<input type="checkbox"/>
<ul style="list-style-type: none"> I have been assured upon request, an update of the progress of the investigation will be provided; 	<input type="checkbox"/>
<ul style="list-style-type: none"> I have been offered an interpreter, if required; and 	<input type="checkbox"/>
<ul style="list-style-type: none"> I have been assured I can if I choose to, submit a Complaint Withdrawal Form to withdraw written allegation(s) without fear of reprisal. 	<input type="checkbox"/>

 <p>OCCUPATIONAL HEALTH, SAFETY, AND WELLNESS</p>	<p>Human Resources Manual</p>
<p>Harassment Free Workplace</p>	<p>Section 1010</p>

**Harassment Free Workplace Investigation
Acknowledgement Form – Complainant Page 2**

Complainant Signature

Date

Assigned Investigator:

Signature (Lead Investigator)

Date

Signature (Investigator if Applicable)

Date

Form Authority, HRM 1010 22 (8)

 <p>OCCUPATIONAL HEALTH, SAFETY, AND WELLNESS</p>	<p>Human Resources Manual</p>
<p>Harassment Free Workplace</p>	<p>Section 1010</p>

APPENDIX D

COMPLAINT WITHDRAWAL FORM

Complaint Withdrawal Form

Name of Complainant: _____

Are you withdrawing all of the complaint? ____ Yes ____ No

If withdrawing the complaint fully, please indicate the following:

(a) The matter has been resolved: ____ Yes ____ No

(b) I do not wish to proceed further with this complaint: ____ Yes ____ No

(c) Other reason: ____ Yes ____ No (if yes and you wish, state your reason):

If withdrawing part, please indicate which part of the complaint is being withdrawn?

If the original complaint was against more than one person and the complaint is being removed against one or more of the respondents please indicate the following:

(a) Names removed from the complaint:

(b) Reason for removing names from complaint:

Complainant Signature

Date

Form Authority, HRM 1010 22 (9)

 <p>OCCUPATIONAL HEALTH, SAFETY, AND WELLNESS</p>	<p>Human Resources Manual</p>
<p>Harassment Free Workplace</p>	<p>Section 1010</p>

APPENDIX E

INVESTIGATION ACKNOWLEDGEMENT FORM - RESPONDENT

**Harassment Free Workplace Investigation
Acknowledgement Form – Respondent**

I, _____, acknowledge that:

	INITIALS
<ul style="list-style-type: none"> I have been provided with a copy of the Harassment Free Workplace Directive, Section 1010, Human Resource Manual; 	<input type="checkbox"/>
<ul style="list-style-type: none"> The Harassment Free Workplace Policy has been given to me for reference and I understand that it is my responsibility to review it; 	<input type="checkbox"/>
<ul style="list-style-type: none"> I have been assured of confidentiality to the full extent of applicable legislation and guidelines; 	<input type="checkbox"/>
<ul style="list-style-type: none"> I have been informed of the complaint; 	<input type="checkbox"/>
<ul style="list-style-type: none"> I have been given a copy of the written allegation(s); 	<input type="checkbox"/>
<ul style="list-style-type: none"> I have been given the opportunity to respond to the allegations either in writing or verbally; 	<input type="checkbox"/>
<ul style="list-style-type: none"> I have been assured the complaint will be investigated promptly and fairly; 	<input type="checkbox"/>
<ul style="list-style-type: none"> I have been accompanied by an appropriate supportive person during the process; 	<input type="checkbox"/>
<ul style="list-style-type: none"> I have been assured upon request, an update of the progress of the investigation will be provided; and. 	<input type="checkbox"/>
<ul style="list-style-type: none"> I have been offered an interpreter, if required. 	<input type="checkbox"/>

 <p>OCCUPATIONAL HEALTH, SAFETY, AND WELLNESS</p>	<p>Human Resources Manual</p>
<p>Harassment Free Workplace</p>	<p>Section 1010</p>

**Harassment Free Workplace Investigation
Acknowledgement Form – Respondent Page 2**

Respondent Signature

Date

Assigned Investigator:

Signature (Lead Investigator)

Date

Signature (Investigator if Applicable)

Date

Form Authority, HRM 1010 14 (5)

 <p style="text-align: center;">OCCUPATIONAL HEALTH AND SAFETY</p>	
Bad Weather	Human Resource Manual Section 1011

BAD WEATHER

PURPOSE

1. The provisions of this section are designed to ensure the maintenance of public services during periods of bad weather conditions without endangering public safety.

APPLICATION

2. This applies to all GN employees.

PROVISIONS

3. People living in Arctic conditions can expect to work or come to work in bad weather conditions.
4. The Government has a duty to the public and its employees to maintain public services essential for the protection of the health and safety of the public, the prevention of damage to plant and equipment and to administer the court system.
5. Employees have a duty to report for work on all scheduled work days except when government offices have been officially closed or when the employee is unable to report to work due to impassable road conditions or the absence of public transportation or any other acceptable reason caused by bad weather.
6. The decision to temporarily suspend services or close some or all government offices in a community must be approved by persons with the authority to do so, formally communicated over the community radio station and, wherever possible, posted on the Help Desk of the Government's computer network.
7. Essential service employees will continue to work or to report for work in accordance with the departmental emergency services plan.
8. In the absence of a formally announced office closure, employees must assume that government offices are operational and that they are expected to be at work.

 <p style="text-align: center;">OCCUPATIONAL HEALTH AND SAFETY</p>	
Bad Weather	Human Resource Manual Section 1011

9. Depending on the weather conditions, a Deputy Head may decide to close all or a portion of the department's operation and by formal notice communicate that decision to affected employees.
10. Depending on the location of community offices in relation to employees places of residence, a Deputy Head may instruct affected employees, by formal notice to disregard the community-wide office closure announcement and to report for work or to remain at work.
11. In the case of essential services, the Deputy Head may vary the employees normal shift hours and where necessary, provide employees with sleep over facilities to ensure the provision of essential services. Such arrangements will form part of the department's emergency services plan which will be communicated in advance to all affected employees. Any change in the employees normal shift hours will be subject to the applicable overtime, stand-by rates and other similar pay provisions.
12. The officially announced departmental or community-wide office closure does not apply when the Employer provides employees with emergency vehicle transportation to and from work.
13. When the employer officially announces a departmental or community-wide closure due to bad weather, employees will be considered to be on authorized leave with pay.
14. When the employee is unable to report for work due to impassable road conditions or the absence of public or commercial transportation or due to any other acceptable reasons, the employee will be considered to be on special leave utilizing earned special leave credits.
15. The Deputy Minister of Human Resources is responsible for the overall application and administration of the provisions of this section, including:
 - Deciding whether to close all or part of the government services in a community in consultation with the Director of Nunavut Emergency Services and other appropriate officials;
 - Communicating this decision to all affected government departments, the local radio station and the Government's Help Desk;

 <p style="text-align: center;">OCCUPATIONAL HEALTH AND SAFETY</p>	
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16. Deputy Heads are responsible for:
- Developing departmental essential services plans to deal with bad weather conditions;
 - Assessing the effect of the announced community-wide closure on the department's operation and determining whether to close part or all of the department's operations;
 - Communicating the decision to all affected employees;
 - Providing essential service employees with emergency vehicle transportation or sleep over facilities as may be needed;
 - Informing the Deputy Minister of Human Resources of the department's response to bad weather conditions;
17. The Director of Nunavut Emergency Services is responsible for:
- Developing effective operational guidelines for these guidelines;
 - Assessing the state of the weather conditions and their effects on public safety in consultation with Environment Canada and municipal officials;
 - Providing advice to the Deputy Minister of Human Resources on a viable plan of action.
18. Consideration will be given to closing government offices in any community if a combination of any three of the following occur in a normal workday:
- (1) Visibility is less than 200 meters;
 - (2) The constant wind speed exceeds 60 kilometers per hour;
 - (3) There is a wind chill index of -50 degrees Centigrade or greater;
 - (4) The municipality has taken its road clearing machinery off the road;
 - (5) Taxis or other transportation systems have given 1-hour notice of going off the road.

 <p>OCCUPATIONAL HEALTH AND SAFETY</p>	<p>Human Resource Manual</p>
<p>Bad Weather</p>	<p>Section 1011</p>

19. If an employee fears for his/her safety if required to travel in bad weather conditions, he/she may stay home and charge the absence as a leave day.

CONTACTS

20. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

 <p>OCCUPATIONAL HEALTH AND SAFETY</p>	<p>Human Resource Manual</p>
<p>Occupational Health and Safety Committees</p>	<p>Section 1012</p>

OCCUPATIONAL HEALTH AND SAFETY COMMITTEES

PURPOSE

1. The Government of Nunavut recognizes the important role that Occupational Health and Safety Committees play in providing safe and healthy work sites for all employees.

APPLICATION

2. These guidelines and procedures apply to all employees of the Government of Nunavut.

DEFINITIONS

3. **Board** means the Workers Compensation Board of Nunavut and the Northwest Territories.
4. **Employee** means an employee of the Government of Nunavut.
5. **Employer** means the Government of Nunavut.
6. **Occupational Health and Safety Committees** (Committees) are joint worksite committees established under Section 7 of the *Safety Act*.
7. **Occupational Health and Safety Programs** are a systematic means of controlling work site hazards by reducing or eliminating occupational injuries or illnesses.
8. **Safety Officer** is an individual appointed pursuant to Section 19 of the *Safety Act*.
9. **Unusual danger** means a danger that does not normally exist in that occupation or a danger that exists where an employee carries out their work.
10. **Work site** means any area or location where employees are required to carry out the duties of their position.

 <p>OCCUPATIONAL HEALTH AND SAFETY</p>	<p>Human Resource Manual</p>
<p>Occupational Health and Safety Committees</p>	<p>Section 1012</p>

PROVISIONS

11. Wherever possible, the employer will establish a committee in each workplace with an equal number of union and non-union personnel.
12. The employer shall take all reasonable precautions and adopt and establish a range of reasonable techniques and procedures to ensure that the health and safety of employees are not likely to be endangered in the workplace.
13. The employer will provide First Aid Stations appropriate to each workplace.
14. The employer will provide adequate instruction and training to all employees in the safe performance of the duties of the job.
15. Every employee shall take all reasonable precautions to ensure their safety and the safety of their fellow employees and when required, use any devices, clothing and equipment designed for their protection.
16. The employer shall ensure that all employees understand the appropriate section of the *Public Safety Act (Act)* and Regulations that pertain to their duties and workplace and provide access to copies of the Act and Regulations.
17. Committee members shall receive their regular pay for time spent in Committee work.
18. The employer shall provide all reasonable assistance to the Safety Officer or delegate to allow them to carry out their duties under the Act or Regulations. No personnel shall obstruct, hinder, provide false or misleading statements to the Safety Officer or delegate.
19. The Occupational Health and Safety Committees and members of the Committees will not be held liable for losses or damages caused by decisions or actions carried out in good faith.
20. The Committees shall select chairpersons, following which the Committees will make recommendations for the improvement of the health and safety of employees including recommendations for the improvement of the employer's Occupational Health and Safety Programs.

 <p>OCCUPATIONAL HEALTH AND SAFETY</p>	<p>Human Resource Manual</p>
<p>Occupational Health and Safety Committees</p>	<p>Section 1012</p>

21. The Committees will meet once every three months during working hours, or more frequently as required. Committee members will receive their regular pay for such meetings.
22. The employer shall provide the Committees with meeting facilities and access to telephones, facsimiles, electronic mail, and any other infrastructure or support necessary to carry out their work.
23. Committees shall investigate any circumstances within 24 hours after being notified that an unusual danger may exist in a work site and decide whether an unusual danger exists or does not exist.
24. Where the Committee decides that an unusual danger exists or is likely to exist, no person shall continue to work in that area until the employer has removed the unusual danger from the work site and the Committee verifies that the unusual danger has been eliminated.
25. During the Committee investigation into the unusual danger, employees at the affected work site shall remain in a safe place at or near the work site. The employer shall assign alternate work, subject to the provisions of a collective agreement, where applicable, that the employee or employees are qualified to perform.
26. The employee(s) or employer may appeal the decision of the Committee to a Safety Officer or delegate. The Safety Officer or delegate shall decide as soon as possible on the merits of the appeal. Such an appeal decision is final.

 <p>OCCUPATIONAL HEALTH AND SAFETY</p>	<p>Human Resource Manual</p>
<p>Occupational Health and Safety Committees</p>	<p>Section 1012</p>

AUTHORITIES AND REFERENCES

27. Safety Act
28. Main Collective Agreement with the Nunavut Employees Union
Article 38, Safety and Health
29. Collective Agreement with the Nunavut Teachers Association
Article 22, Responsibilities for a Safe Working Environment

CONTACTS

30. For clarification or further information, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

 <p>OCCUPATIONAL HEALTH, SAFETY, AND WELLNESS</p>	<p>Human Resources Manual</p>
<p>Workplace Conflict Management</p>	<p>Section 1018</p>

WORKPLACE CONFLICT MANAGEMENT

PURPOSE

1. The Government of Nunavut is committed to providing excellence in service to all Nunavummiut. It is important for all public service employees within the Government of Nunavut to work collaboratively in the achievement of this mission.

In the pursuit of this commitment the minimization of conflict among all public service employees is vital to promoting a respectful workplace that contributes to staff morale.

It is recognized that workplace conflict can arise from time to time among public service employees. The government is committed to informing employees about the need for a workplace free of conflict, providing tools to address conflict so that employees maintain their work commitments and to support workplace wellness.

Departments and public agencies within the Government of Nunavut are responsible for identifying where needed and maintaining a workplace conflict management program.

PRINCIPLES

2. This directive is guided by the following values and expectations:
 - Ajjigiktitsiniq – Public service employees must carry out their responsibilities in a way that is fair, objective, and impartial.
 - Ujjiqsuittiarniq – Public service employees must perform their work in a courteous and conscientious manner and be respectful of the needs and values of co-workers.
 - The Government of Nunavut actively promotes in the public service a workplace atmosphere of mutual respect, fairness, and concern.
 - The Department of Human Resources shall provide departments and public agencies with the appropriate tools or materials, procedures, advice and training for maintaining a workplace conflict management program.

 <p>OCCUPATIONAL HEALTH, SAFETY, AND WELLNESS</p>	<p>Human Resources Manual</p>
<p>Workplace Conflict Management</p>	<p>Section 1018</p>

APPLICATION

3. This directive applies to all departments, agencies and employees of the Government of Nunavut, with the exception of the Workers' Safety and Compensation Commission of the Northwest Territories and Nunavut, and Nunavut Development Corporation.

The directive covers all forms of workplace conflict that may occur at work or away from the workplace, provided the conflict arises within the context of the employment relationship.

The existence and implementation of this directive does not foreclose upon an employee's rights to pursue other remedies. These may include private legal remedies, grievances, or complaints under applicable legislation.

The Government of Nunavut will not be responsible for the provision of legal services to employees who wish to pursue other remedies.

DEFINITIONS

4. **Workplace Conflict** for the purpose of this directive is conflict related to work that may occur in or outside the workplace and is different from harassment in that:
- the individual is usually not intending to harm others affected by the conflict,
 - may not realize conflict has occurred,
 - may feel it is their duty or right to be acting the way they are,
 - and that they are helping or positively contributing to the organization or individuals affected by their actions.
- It may include differences in approaches, communication styles, culture, values, beliefs, mannerisms, and personal interests.
5. **Workplace Conflict Management Process** means any positive process for resolving disputes, other than the more formal, traditional or legal methods of resolving disputes including Court adjudication; tribunals; grievance processes; or harassment complaint processes. Positive processes can include negotiation between affected parties, coaching parties towards resolution, and mediation.

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6. **Investigator** is a neutral person designated by a deputy head to carry out an investigation into a workplace dispute including a complaint pursuant to this directive.
7. **Mediation** means use of an independent, impartial, and respected third party in settlement of a dispute. Unlike an arbitrator the mediator has no power to force acceptance of his or her decision but relies on persuasion to reach an agreement

PROVISIONS

8. **Workplace Conflict Management**

- (1) Conflict is normal in the workplace as in any social environment. The workplace should where ever possible utilize conflict as a positive and creative tool. Workplace conflict can:
 - Help to raise and address problems
 - Focus work functions on the most appropriate issues
 - Lead to workers seeing multiple options for addressing issues
- (2) Early identification and intervention needs to be a natural part of workplace conflict management. Conflict is unacceptable when it for example affects employee morale and workplace operations.
- (3) Any conflict management process must ensure the integrity of the chain of command, support the role and mandate of the unions, and support departmental priorities.

9. **Complaint Procedure**

- (1) Employees who believe that they are being affected by work place conflict should immediately report the conflict to their supervisor. A complaint can also be made to a human resources coordinator, employee relations consultant, and or union representative where applicable, particularly where the conflict involves the supervisor
- (2) They should make notes of the incidents of conflict specifying the dates, times, locations and the name of the persons they are in conflict with.

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- (3) The supervisor or resource representative contacted as per 9. (1) will assess the situation, and in consultation with the complainant, take immediate action to try to bring about an appropriate resolution of the conflict.
- (4) If for any reason the above is not feasible or if the above efforts fail to resolve the perceived conflict, complainants have three options to consider in deciding which course of redress is most appropriate. The complainant can:
 - Request a mediated solution through their deputy head or the Deputy Minister, Human Resources
 - Submit a formal written complaint to their deputy head or Deputy Minister, Human Resources or
 - Submit a grievance in accordance with Grievances and Complaints, Section 701 of the Human Resources Manual or their collective agreement

10. **Role of the Mediator**

- (1) The mediator will attempt to reach an agreement between the complainant and respondent and will provide a report to the Deputy Minister, Human Resources about the outcome of that process.
- (2) Mediation can proceed when the complainant and respondent agree in writing that they concur with entering a mediation process
- (3) The responsible deputy head will assign a mediator acceptable to the complainant and respondent.
- (4) If a mediated solution is reached, the complainant and respondent will sign the agreement which will be limited to a description of the resolution of the complaint. Copies will be confidential, filed according to Human Resources practices, and non-disciplinary, subject to no new allegation of conflict arising between the parties during the following one-year period.
- (6) If any wrongdoing related to the complaint is established, or if the mediated agreement includes an admission of wrongdoing by either party, the responsible deputy head may take corrective action.

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<p>Workplace Conflict Management</p>	<p>Section 1018</p>

11. Complaints Investigation Process

- (1) Supervisors to whom complaints have been made will:
- Inform all employees of their rights and responsibilities
 - Treat all complaints seriously and confidentially, and act upon them immediately
 - Conduct an assessment of the complaint to determine if it is workplace conflict and not for example harassment or a performance Issue. A Harassment Information Officer, see *Provision 19: Role of Harassment Information Officers: Directive 1018 of the Human Resources Manual* may be asked to assist with the assessment
 -
- (2) The Manager, Workplace Health, Safety, and Wellness will appoint a person not directly involved in the complaint to investigate the complaint, taking into consideration the need to have an investigator with the appropriate official languages skills.

12. Rights of the Complainant

- (1) Persons who complain under this directive have the right to:
- Have their complaint reviewed without fear of embarrassment or reprisals, through the inquiry and redress procedures established in this directive
 - If they choose, be accompanied by a person of their choice during interviews and/or mediation sessions related to the conflict. Any costs incurred by the respondents are their responsibility
 - Know that their written complaint or comments will not be placed in their personnel file;
 - Subject to the provisions of the ATIPP, to be informed of the corrective measures implemented as a result of a substantiated complaint

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<p>Workplace Conflict Management</p>	<p>Section 1018</p>

13. Responsibilities of the Complainant

- (1) While it is readily understood that workplace conflict causing distress will not be tolerated, it is equally important that employees refrain from misusing the Workplace Conflict Management Directive by attempting to apply it to issues related to normal job-related activities, communications, or appropriate social interactions by submitting frivolous or aggravating complaints.
- (2) It is the responsibility of employees in a workplace conflict situation where they are feeling distress to seek information from their supervisor or from a representative as per 9 (1) on mechanisms which are available to resolve the conflict.
- (3) It is the responsibility of the employee to make their distress known, if possible, directly to the respondent, to cooperate with the persons who are responsible for assisting to resolve the conflict and to make themselves and their representatives available so that the complaint can be investigated in a timely fashion.
- (4) It is the responsibility of the employee affected to describe their concerns clearly and if using witnesses describe how they support the concerns of the employee.

14. Rights of the Respondent

- (1) Persons involved with the conflict have the right to:
 - Be presented with a description of the conflict and employees affected, including the name of the complainants; and to be given an opportunity to present their views on the reported conflict
 - If they choose, be accompanied by a person of their choice during interviews and/or mediation sessions related to the conflict, although any costs incurred by the respondents are their responsibility
 - Receive fair treatment in resolution of the conflict
 - Obtain information about the status of the complaint subject to ATIPP
 - Know that nothing will be placed on their personnel file as a result of the reporting of the conflict

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15. Responsibilities of the Respondent

- (1) It is the responsibility of an employee who has been identified as in a conflict situation with a complainant to cooperate with the persons who are responsible for dealing with the investigation of the reported conflict and to make themselves available so that the conflict can be investigated in a timely fashion.

16. Roles and Responsibilities of Supervisors

- (1) Supervisors are responsible to:
- Understand this directive and be able to explain it to all their employees and to other persons working in their area of responsibility at Government of Nunavut
 - Resolve the conflict and prevent employee distress due to the conflict
 - Address the conflict in an appropriate manner when it comes to their attention and inform their deputy head when they become aware of a situation where there is workplace conflict causing distress, and seek advice on the best way to address the situation
 - Ensure that no retaliation occurs against persons involved in reported conflicts
 - Assist in the investigation of any concerns reported under this directive as requested and monitor those involved after appropriate action has been taken to address the conflict

17. Roles and Responsibilities of Departmental Deputy Heads

- (1) Departmental deputy heads are responsible in consultation with the Deputy Minister, Human Resources to:
- Address situations of workplace conflict as fairly and expeditiously as possible
 - After receiving the final investigation report on workplace conflict, determine if the reported concerns are founded and decide on a process for resolution
 - Inform the complainant, respondent, and the responsible supervisors of the corrective action taken if any
 - If the reported conflict is not founded; advise in writing the complainant and respondent reported as precipitating/contributing to the conflict and supervisors

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18. Roles and Responsibilities of the Deputy Head of Human Resources

- (1) The Deputy Minister, Human Resources is responsible to:
- Develop and recommend guidelines to prevent or address conflict in the workplace
 - Ensure that all employees receive information about this directive
 - Provide advice and support in the administration of this directive

19. Roles and Responsibilities of the Manager, Workplace, Health, Safety, and Wellness

- (1) The Manager, Workplace, Health, Safety, and Wellness is responsible to:
- Administer the mediation process described in this directive
 - Have complaints brought by employees or supervisors investigated as provided under *Provision 11: Complaints Investigation Process*
 - Inform those involved in the conflict, their supervisors, and other parties involved when an investigation is underway and the progress of the investigation in accordance to ATIPP
 - Provide a copy of the investigator's report to the complainant and respondent subject to ATIPP, and give them the opportunity to respond to statements made or provide additional information
 - Provide information and resource materials on workplace conflict management
 - Ensure that the investigative process is completed and a final report, is submitted to the deputy head as soon as possible and normally within two (2) months after a request for an investigation has been made

20. Roles and Responsibilities of Investigators

- (1) Investigators are responsible to:
- Conduct a formal investigation of workplace conflict in an impartial, thorough and discreet manner in accordance to ATIPP
 - Interview both the complainant and the respondent to the conflict as soon as possible

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- Determine which information and witnesses are relevant to the conflict
- Interview relevant witnesses and review any documentation related to the conflict situation
- Complete the investigation and submit a report within six (6) weeks of commencing the investigation

PREROGATIVE OF EXECUTIVE COUNCIL

Nothing in this directive shall in any way be construed to limit the prerogative of Executive Council to make decisions or take action respecting the workplace conflict management directive of the Government of Nunavut, outside the provisions of this directive.

AUTHORITIES AND REFERENCES

Public Service Act

Nunavut Human Rights Act

Collective Agreement with the Nunavut Employees Union

Collective Agreement with the Nunavut Teachers Association

Excluded Employees' Handbook

Senior Managers' Handbook

Harassment Free Workplace Policy

Access to Information and Protection of Privacy Act

Harassment Free Workplace Policy

Human Resources Manual

Section 701 – Grievances and Complaints

Section 801 – Employee Discipline

Section 1010 – Harassment Free Workplace



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SAFETY, AND WELLNESS**

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Section 1018

CONTACT

For further information or clarification, please contact:

**Director, Employee Relations and Job Evaluation
Department of Human Resources
Iqaluit, Nunavut
975-6211**

	EMPLOYEE RECORDS	Human Resource Manual
	Documentation	Section 1101

DOCUMENTATION

PURPOSE

1. Documentation is an information session for new employees about their pay and benefits and terms and conditions of employment.
2. During documentation, a new employee completes the forms for compulsory and optional benefits and is provided with appropriate Government policy.
3. A new employee who is a member of the Nunavut Employees Union (NEU) is given leave with pay to attend a presentation by the NEU for up to one hour. If a teacher orientation is provided, it may include a presentation of up to one hour by a Nunavut Teachers Association' (NTA) representative.

APPLICATION

4. These guidelines and procedures apply to all employees.

PROVISIONS

5. The Employer is responsible for ensuring that new employees are aware of their obligation to contact the Compensation and Benefits division of the Department of Finance, or if in a region, the regional office of the Department of Finance to schedule an appointment for documentation.
6. The Employer is responsible for informing all new employees of their benefits. Some benefits are compulsory and in most cases a deduction is automatically taken from the employee's pay. The employees are advised of the rates, premiums and amounts for the following:
 - Superannuation
 - Supplementary Death Benefits (SDB)
 - Canada Pension Plan (CPP)
 - Unemployment Insurance (UI)
 - Disability Insurance (DI) or Long Term Disability (LTD)
 - Income Taxes
 - Employee Union or Association Dues

	EMPLOYEE RECORDS Documentation	Human Resource Manual Section 1101
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7. Employees are advised of optional benefits and the rates or premiums that apply for the following:
 - Public Service Health Care Plan (PSHCP)
 - Public Service Management Insurance Plan (PSMIP)
- available to non-union employees only
 - Dental Insurance

8. Employees are given an overview of the appropriate Collective Agreement or Handbook, highlighting the sections of common interest, such as:
 - Medical Travel Assistance
 - Leave Entitlements

9. Forms and applications to be completed are as follows:
 - Use of Electronic Mail and the Internet Guidelines for employees of the GN
 - Oath of Office and Secrecy
 - Employee Identification (ID) Information card
 - Tax Deduction Information (TD1)
 - Superannuation Screening Form
 - Designation of Beneficiary (Superannuation)
 - Waiver of Participation (an optional benefit)
 - Public Service Health Care Plan (PSHCP)
 - Public Service Management Insurance Plan (PSMIP)
 - Direct Deposit Application
 - Statutory Declaration (if applicable)
 - Dental Application

10. Employees are briefed on the option of having the Northern Allowance paid in a lump sum. If they wish to do so, an application form is completed

11. Employees are notified about the option of participating in the Optional Leave Policy. This voluntary program allows an employee to accumulate an additional 5 days of paid leave during the fiscal year through a 1.92% payroll deduction. Those employees electing to participate will complete the application form at the time of documentation.

12. The employee is required to bring the following certificates and information to documentation:

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	Documentation	Section 1101

- Certificates of Birth, Adoption, Marriage, Divorce
- Copies of Degrees, Certificates and Diplomas

13. The following information is handed out during documentation:

- Applicable Collective Agreement or Handbook
- Public Service Health Care Plan Booklet
- Public Service Management Insurance Plan Booklet
- Disability Insurance Booklet
- Superannuation Booklet
- Dental Booklet
- Employee Information Sheet
- Use of Electronic Mail and the Internet Guidelines for Employees of the GN

14. Employees who are in the bargaining unit of the NEU are given an application form for union membership at the time of documentation.

AUTHORITIES AND REFERENCES

15. Main Collective Agreement with the NEU
Article 9 – Union Access to Employer Premises, Provision of Bulletin Board Space and Other Facilities
16. Collective Agreement with the Nunavut Teachers Association
Article 7 - Information
17. Optional Leave Policy

CONTACTS

18. For clarification or further information, please contact:

Director, Compensation & Benefits
Department of Finance
Iqaluit, Nunavut
975-5881

	EMPLOYEE RECORDS	Human Resource Manual
Employee Identification Cards		Section 1102

EMPLOYEE IDENTIFICATION CARDS

PURPOSE

1. Cards are issued to employees for identification purposes.

APPLICATION

2. These guidelines and procedures apply to all employees.

DEFINITIONS

3. **Identification Cards** contain the employee's name, picture, identification number and the employing department, board, or agency.

PROVISIONS

4. Identification cards are issued only when necessary. They are not normally issued to casual employees unless they must access Government buildings after hours.
5. Identification cards are the property of the Government. Lost or stolen cards should be reported to the employee's Finance and Administration Division.
6. Identification cards must be returned to the Government when employment ceases.
7. When an employee changes departments, their original identification card must be returned to the issuing department and their new department will issue a new identification card.
8. After documentation for new employees, or upon request, the Compensation and Benefits Officer or their designate advises the employee of the process involved in getting a picture taken and a new card issued.
9. Two pictures are taken of the employee. One picture is used for the identification card by the employee. The other picture is returned to the Department and it is placed in the employee's personnel file.
10. Expiry dates are only to be used in cases where the employee's termination date is known (i.e., casual or term employees).

 EMPLOYEE RECORDS	Human Resource Manual
Employee Identification Cards	Section 1102

CONTACTS

11. For clarification or further information, please contact:

**Director, Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**

	EMPLOYEE RECORDS	Human Resource Manual
	Personnel Records	Section 1103

PERSONNEL RECORDS

PURPOSE

1. Personnel records are maintained for all Government employees. Personal information obtained by the Government and held in an employee's personnel record is held in confidence.

APPLICATION

2. These guidelines and procedures apply to all employees of the GN.

DEFINITIONS

3. **Personnel File** is the official record containing personal information, on each employee, held by the Department of Human Resources or the Personnel Section of an authorized board or agency. This does not include the pay and benefits files maintained for individual employees by the Department of Finance.

PROVISIONS

4. An employee may view his or her own personnel file by making an appointment with a representative of the Department of Human Resources or the Personnel section of an authorized board or agency. An employee is not entitled to view the personnel selection rating forms contained in sealed envelopes on the personnel file.
5. A supervisor may view disciplinary or performance-related documents on the personnel file of any employee who reports to the supervisor. A supervisor is not entitled to view confidential information such as rating forms or insurance beneficiaries.
6. An employee must be made aware of any disciplinary documents placed on the personnel file. This can be done by the supervisor providing the employee with a copy of the document at the time of filing. Documents will be clearly marked "copy to Personnel File" or include a statement in the body of the letter indicating that a copy of the letter will be placed on the employee's personnel file.
7. For an employee in the Nunavut Employees Union bargaining unit, any document or written statement related to disciplinary action and placed on the personnel file of the employee shall be destroyed after 12 months

	
EMPLOYEE RECORDS Personnel Records	Human Resource Manual Section 1103

have elapsed if no further disciplinary action has been recorded. It is not a requirement to destroy disciplinary letters of excluded employees and senior managers after twelve months.

8. For a member of the Nunavut Teachers Association, an employee's personnel file shall be cleared of all adverse comments, reports or correspondence if the employee has been continuously employed for four years from the date of the last adverse comment, report or correspondence.
9. An employee may not place any document or information directly on his or her personnel file. Information of a disciplinary or complimentary nature must be placed on file by the employee's supervisor or with the supervisor's consent. An employee is allowed to place responses to appraisals or disciplinary action on the personnel file. This must be done through the employee's supervisor so that the supervisor is aware of the information on the personnel file.
10. A former employee may access his or her personnel file upon request. If a former employee is involved in legal action against the Government, the request should come through the employee's legal counsel. The Government's legal counsel will respond and provide appropriate information.
11. An employee may have an agent view documents on his or her personnel file and make copies of such documents. The human resources officer in the department or agency shall require the agent to produce written authorization from the employee in each specific case. Authorizations are valid for 60 days.
12. Where a department or agency receives a request in any form from a third party for information about an employee, the responsible human resources officer will take the following action:
 - (1) check the identity of the third party;
 - (2) require the third party to produce evidence of the employee's consent. (This is not needed if disclosure is required by law, e.g. a search warrant).
13. A Staffing Consultant from the Department of Human Resources, or the Personnel section of the authorized board or agency ensures that personal information about an employee is not supplied to other

	EMPLOYEE RECORDS Personnel Records	Human Resource Manual Section 1103
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employees in the organization. Information may only be provided if it is required in the performance of the official duties assigned to other employees. The Staffing Consultant must ensure:

- (1) the information will be used for the purpose for which it was provided; or
- (2) the information will not otherwise be used to make administrative decisions, which relate directly to the employee without the employee's knowledge and/or consent.

AUTHORITIES AND REFERENCES

- 14. Main Collective Agreement with the NEU
Article 33, Employee Performance Reviews and Employee Files
- 15. Collective Agreement with the NTA
Article 21, Employee file
Article 26, Performance Appraisals
- 16. Excluded Employees' Handbook
Performance Evaluation

CONTACTS

- 17. For clarification or further information, please contact:

Director, Staffing
Department of Human Resources
Iqaluit, Nunavut
975-6224

or

Regional Directors
Department of Human Resources:

Igloolik	934-2024
Cambridge Bay	983-4060
Rankin Inlet	645-2954

	EMPLOYEE RECORDS	Human Resource Manual
	Release of Information	Section 1104

RELEASE OF INFORMATION

PURPOSE

1. Personnel records are maintained for all Government employees. This information is held in the form of personnel files and on the Government of Nunavut's human resource information system. Any personal employee information retained by the Government is held in confidence consistent with the *Nunavut Access to Information and Protection of Privacy Act*.

APPLICATION

2. These guidelines apply to all employees.

DEFINITIONS

3. **Personnel Files** are the official record containing personal information, on each employee, held by the Department of Human Resources and the Department of Finance or the Personnel Section of an authorized department, board or agency.

PROVISIONS

4. All third party requests for employee information should be forwarded to the Department of Human Resources, or the Department of Finance, Compensation and Benefits Division. The identity of the third party will be checked and will be required to produce evidence of the employee's consent to release of the information.
5. The employee's consent is not needed if disclosure of information is required by law. (e.g. a search warrant).
6. Most requests for employee information come from banks and credit bureaus. The requests may be by phone, facsimile or mail. When receiving a request of this nature, the human resource practitioner may:
 - state an employee's position title, date of hire and date of termination (if applicable);
 - confirm whether the employee resides in government staff housing;
 - confirm whether or not the salary estimate provided by the bank or credit bureau is close to the real salary.



- The human resource practitioner does not give out any exact salary information without the employee's written authorization and does not disclose the amount of rent deductions or the employee's address without the employee's written authorization.
7. If an inquiry is received requesting the address of a terminated employee, the individual should be referred to the post office. The Government does not give out forwarding addresses.
 8. The RCMP may request information regarding an employee. When the request is supported by a search warrant or subpoena, the human resource practitioner has a legal requirement to release the information to the RCMP. Without this supporting documentation, information is not to be released without the employee's authorization.
 9. When inquiries are received pursuant to court proceedings, the human resource practitioner will:
 - provide information if the GN, is compelled to do so by court order;
 - provide salary information to the Legal Services Board with respect to the employee, upon the production of a release executed by the employee for that purpose;
 - release salary information to a lawyer representing the employee, but only if the request is in writing and contains the written authorization of the employee to do so.
- If a former employee is involved in legal action against the Government, the request for information should come through the employee's legal counsel and be forwarded to the Government's legal counsel for response. The Government does not release information to any other lawyer or investigator.
10. Inquiries made by Revenue Canada and Human Resources Development Canada (HRDC) must be in the form of a written request (facsimiles are acceptable). Requests are not handled over the phone. In reply to a written request, the human resource practitioner may:
 - release salary information to Revenue Canada and HRDC;
 - release information about performance or attendance when requested on the standard employment insurance form.

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	Release of Information	Section 1104

11. Inquiries for the release of information may also originate from within the GN. When such an inquiry is received, the human resource practitioner will:

- allow the employee, the supervisor, and the Department Head to look at the employee's personnel file. The file must be signed out and in. The human resource practitioner or an officer must be present during the examination;
- allow an employee's union representative to view the file only if the employee is present or has provided written authorization;
- allow the employee or the Department Head to have copies of any documents or correspondence on the file. The human resource practitioner or officer must make the copies;
- allow the employee's supervisor and Department Head to have copies of an employee's last performance appraisal;
- allow Employee Relations Consultants to have copies of any documents pertaining to matters relevant to grievance or arbitration proceedings;
- with the consent of the employee, allow Staffing Consultants to review the file of an employee being considered for a new position. This review is limited to information pertaining to employment matters only, i.e., no personal information that would not be available from an applicant from outside of the government;
- allow an employee, supervisor, or Department Head to put on the file material relevant to his/her employment. All such documents should show evidence that the supervisor and employee have seen them;
- both active and terminated employees may view their files and put material on their file.

The human resource practitioner does not:

- allow any other employees, except those specified, to view or remove files;
- allow any document/correspondence to be removed from a personnel file without the Director, Employee Relations' approval of an employee's written request;
- allow employees to open the envelopes containing interview-rating forms.

	EMPLOYEE RECORDS Release of Information	Human Resource Manual Section 1104
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When uncertain as to whether information should be released, advice should be sought from either the Regional Directors of Human Resources in the region or Director, Employee Relations in Iqaluit.

AUTHORITIES AND REFERENCES

- 12. Main Collective Agreement with the NEU
Article 33, Employee Performance Review and Employee Files
- 13. Main Collective Agreement with the NTA
Article 21, Employee Files
- 14. Excluded Employees' Handbook
Performance Evaluation

CONTACTS

- 15. For clarification or further information, please contact:

Director, Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211

Director, Compensation & Benefits
Department of Finance
Iqaluit, Nunavut
975-5881

or

Regional Directors
Department of Human Resources:

Igloolik	934-2024
Cambridge Bay	983-4060
Rankin Inlet	645-2954

	HOURS OF WORK AND OVERTIME	Human Resource Manual
Standard Hours of Work		Section 1201

STANDARD HOURS OF WORK

PURPOSE

1. The Government establishes a regular schedule of hours of work for employees based upon working requirements.

APPLICATION

2. These guidelines and procedures apply to all employees except those in the Nunavut Teachers Association bargaining unit.

DEFINITIONS

3. **Absent Without Leave** is the term used when an employee is absent from the place of work during the prescribed hours of work without the permission of the employee's supervisor.

PROVISIONS

4. The standard hours of work for all employees unless otherwise agreed to by the Union and the employer are either eight hours per day (40 hour work week) or seven and one-half hours per day (37 and one-half hour work week). This is worked between 08:00 or 08:30 and 17:00, depending upon the occupation group, Monday to Friday inclusive. The standard daily hours are exclusive of a minimum half hour lunch period scheduled as close as possible to mid-day. There shall be a paid 15-minute break in the morning and a paid 15-minute break in the afternoon.
5. Employees in some occupational groups are required to work shifts.
6. Each employee must provide reasonable notification to and seek approval from the Government for any anticipated absence, including lateness, from the specified place of work.
7. When an employee is absent without leave, a deduction from pay may be made for such absence. The leave management system may be used to record absences.
8. Standard hours of work are established when a position is assigned to an occupational group.

	HOURS OF WORK AND OVERTIME	Human Resource Manual
Standard Hours of Work		Section 1201

9. Attendance registers are maintained to record the attendance and absences of each employee in a department with enough information to confirm the following:
 - all payments of salary; and
 - acquired credits associated with the salary.
10. Deputy Heads ensure that attendance records are countersigned by an appropriate official to verify accuracy.

AUTHORITIES AND REFERENCES

11. Public Service Regulations
Section 7, 8, 9, Hours of Work
12. Main Collective Agreement with NEU
Article 22, Hours of Work
13. Excluded Employees' Handbook
Hours of Work

CONTACTS

14. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**

	HOURS OF WORK AND OVERTIME	Human Resource Manual
Shift Work		Section 1202

SHIFT WORK

PURPOSE

1. The Government sets up a regular schedule of hours of work for employees who must work shifts.

APPLICATION

2. These guidelines and procedures apply to all employees except those in the Nunavut Teachers Association Bargaining Unit.

PROVISIONS

3. A master weekly shift schedule must be posted 14 days in advance to cover the work area's shift requirements for 28 calendar days unless otherwise agreed. For example, the master shift schedule for health care workers must be posted 15 days in advance, for Corrections staff; one month in advance.
4. Employees may exchange shifts with management's approval. There must be no increase in cost as a result of the shift exchange.
5. Every reasonable effort must be made by management to schedule an employee's shifts to allow for regular attendance at educational courses.
6. Where shift work is required, the following process applies to the Nunavut Employee's Union (NEU) bargaining unit:
 - (1) An agreement is reached with the NEU before setting or revising shift hours for an operational unit. Employees are given 14 days notice of any change in shift hours.
 - (2) Daily shift hours are no more than 16 consecutive hours.
 - (3) The number of consecutive shift days is no more than seven days.
 - (4) The number of consecutive days of rest between shifts is no less than two days.
 - (5) The number of shift days in a year for which an employee is entitled to be paid is determined by dividing the standard yearly hours (1950 or 2080) by the daily shift hours.

	HOURS OF WORK AND OVERTIME	Human Resource Manual
Shift Work		Section 1202

- (6) The number of shift days in a year the employee is scheduled to work is determined by dividing the yearly designated paid holiday hours by the daily shift hours and subtracting the result from the number of shift days calculated in (5) above.
7. The master work schedule is posted for employees in an operation who work shift hours.
- (1) Management does the following:
- avoids excessive fluctuations in hours of work; and
 - posts a schedule 14 calendar days in advance to run for 28 calendar days.
- (2) Management makes every reasonable effort to do the following:
- give employees every second Saturday and Sunday off, with a minimum of 48 consecutive hours off duty;
 - schedule at least two consecutive days off; and
 - not schedule more than one shift in any 24 hour period.
- (3) When an employee works two shifts in any calendar day the following applies:
- one shift is overtime; and
 - except in an emergency an employee may not work more than two consecutive shifts.
- (4) An employee shall be granted alternate weekends off as often as reasonably possible with each employee receiving a minimum of every third weekend off.
- (5) Overtime rates of pay shall apply to weekend hours worked by an employee on the third consecutive weekend and subsequent consecutive weekends worked thereafter. This does not apply to employees who are hired exclusively to work weekends or those who request to exchange shifts with other employees to work weekends.
- (6) If an employee is required to be on travel status on a weekend, it shall be deemed as a weekend worked for the purpose of clause (4) and (5).

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8. The Employer will provide transportation, or the actual cost of commercial transportation, between home and the workplace for an employee whose scheduled hours of work start or finish between midnight and 06:00 or who is required to travel to and from work during those hours to perform overtime work.

AUTHORITIES AND REFERENCES

9. Main Collective Agreement with NEU
Article 22, Hours of Work
Group 2, Corrections Officers
10. Excluded Employees' Handbook
Shift Work

CONTACTS

11. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**

	<p>HOURS OF WORK AND OVERTIME</p>	<p>Human Resource Manual</p>
	<p>School Year Employees</p>	<p>Section 1203</p>

SCHOOL YEAR EMPLOYEES

PURPOSE

1. The Government sets up a regular schedule of hours of work for employees based upon working requirements. The Government and the Union may agree to alter this regular schedule for employees whose work year follows the school year.

APPLICATION

2. These guidelines and procedures apply to Special Needs Assistants, Instructors in Young Offenders Facilities, School Community Counsellors, Dental Therapists, Library Technicians, Student Support Assistants and such other employees as the Employer may, in consultation and with the Union 's agreement, designate as school year employees.

DEFINITIONS

3. **School year** means the work year established by the employer for school year employees. This normally means a work year that starts a week before the first day of the school year and ends a week after the last day of the school year.

PROVISIONS

4. School year employees work seven and one half (7 ½) hours each day. School year employees are not required to report for duty during Christmas, Easter and summer recesses as adopted in school calendar.
5. School year employees are not entitled to earn annual leave credits or take the annual leave referred to in Article 18 of the Collective Agreement with the NEU.
6. School year employees are paid at the appropriate yearly pay level for their position over a 12 month period.
7. Where a school year employee dies or otherwise terminates employment during a school year, the employee or estate will receive that portion of the summer recess pay the employee is entitled to, in accordance with the number of days worked during that school year.

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	School Year Employees	Section 1203

8. Where a school year employee starts sometime during the school year, the employee will receive that portion of the summer recess pay to which the employee is entitled, in accordance with the number of days worked during the school year.
9. Where the Department of Education wishes to designate other employees as school year employees a written request must be made by the Executive Director of the appropriate region to the Director Employee Relations who will conduct discussions with the NEU to reach agreement.
10. When the Union's agreement is obtained, Employee Relations will advise the Executive Director. The Executive Director discusses the change in status with the employee and confirms it in writing. This letter must be copied to Employee Relations, Job Evaluation and Compensation and Benefits to ensure the records for the position are updated.

AUTHORITIES AND REFERENCES

11. Main Collective Agreement with NEU
Group 6, School Year Employees

CONTACTS

12. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**

 <p>HOURS OF WORK AND OVERTIME</p>	<p>Human Resources Manual</p>
<p>STANDBY</p>	<p>Section 1204</p>

STANDBY

PURPOSE

1. In order to deliver programs effectively, the government may need work to be done outside of regular working hours. Standby provisions are compensation for being available to be called in to work.

APPLICATION

2. Standby applies to Excluded Employees and NEU bargaining unit employees.

DEFINITIONS

3. **Standby** is time outside of the employee's regular working hours. An employee, on instruction from an authorized manager, must be available for recall to work.

PROVISIONS

4. An employee is designated by letter or by list for standby duty.
5. An employee must be available for immediate return to work during standby.
6. An employee on standby is entitled to compensation at the applicable standby rates.
7. During a period of standby of eight (8) consecutive hours or portion thereof, an employee on standby who is required to report for work for the first time shall be paid, in addition to the standby pay, either the appropriate overtime rate for all hours worked, or a minimum of four (4) hours pay at the straight time rate, whichever is greater. If the employee is required to report for work for a second or subsequent time during that standby period, the employee shall receive the appropriate overtime rate for all hours worked on the second or subsequent reporting to work.
8. Standby will not be paid to any employee who is unable to report for work when required.

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<p>STANDBY</p>	<p>Section 1204</p>

9. The employing department must try to distribute standby equitably among readily available, qualified employees who are normally required in their regular duties to perform that work.
10. Except in case of an emergency, standby schedules shall be posted 14 days in advance of the starting date of the new shift schedule.
11. When an employee on standby is required to report to work, he/she shall be reimbursed transportation costs as follows:
 - Actual costs of commercial transportation each way not to exceed eight dollars without the production of a receipt;
 - Where he/she uses his/her personal motor vehicle, the appropriate distance date specified in the Collective Agreement under Duty Travel.
12. Subject to operational requirements and where there is cause, employees may refuse to be on standby during off duty hours.
13. Employees who must be available after their regular working hours must be designated for standby in writing by the department.
14. The employee must be available and near a telephone or have a pager while on standby.

AUTHORITIES AND REFERENCES

15. NEU Collective Agreement
Article 28, Standby

CONTACTS

16. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut**

or

 <p>HOURS OF WORK AND OVERTIME</p>	<p>Human Resources Manual</p>
<p>STANDBY</p>	<p>Section 1204</p>

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut**

 <p>HOURS OF WORK AND OVERTIME</p>	<p>Human Resource Manual</p>
<p>Non-Standard Work Schedules</p>	<p>Section 1205</p>

NON-STANDARD WORK SCHEDULES

PURPOSE

1. The Government may agree to alter the standard work schedule if operational requirements permit and there is no cost to the Government. This allows employees to determine their own hours of work, to work flexible hours on regular working days or to compress their work week to fewer than five days.

APPLICATION

2. These guidelines and procedures apply to all employees except those in the NTA bargaining unit and those in positions which are designated as Rotating Irregular (i.e., positions which involve shift work).

DEFINITIONS

3. A **Standard Work Schedule** includes a 7.5 or 8 hour workday with the work being performed between 08:00 and 17:00, five days a week, Monday to Friday.
4. **Non-standard Work Schedules** include:
 - **Employee Scheduled Work:** This is work performed during hours other than those set out in a standard work schedule. The daily hours may vary.
 - **Flex Time:** An employee works the daily 7.5 or 8 hours any time between 07:00 and 18:00. If employees must be at work at certain times or peak periods of the day due to operational requirements, the employer will establish the core hours which must be covered.
 - **Compressed Work Week:** Employees work longer than 7.5 or 8 hours a day and bank the extra time worked to allow future "time off".
5. **Director** means the employee's Director (or equivalent, or designate).

 <p>HOURS OF WORK AND OVERTIME</p>	<p>Human Resource Manual</p>
<p>Non-Standard Work Schedules</p>	<p>Section 1205</p>

PROVISIONS

6. There will be no increase in cost to the Government or compromise of programs or services to clients as a result of implementation of a non-standard work schedule.
7. A request for a non-standard work schedule must be initiated by the employee and approved by the Director.
8. Any overtime resulting from the implementation of a non-standard work schedule will be grounds for review, amendment and/or termination of the schedule.
9. Non-standard work schedules are expected to reduce usage of casual leave as employees are required, where practicable, to schedule personal appointments outside of approved work hours.
10. A day of earned leave credits is 7.5 or 8 hours, depending upon the standard work schedule for the position.
11. A non-standard work day taken as sick leave, special leave or annual leave is charged against credits according to the non-standard work schedule hours for that day (i.e., a 7.5 hour a day employee scheduled to work 8.5 hours due to a non-standard work schedule who calls in sick will be charged 1.13 days of sick leave.)
12. An employee on a compressed work week works extra hours each day and "banks" the time to take off at a later date. Therefore, on a holiday or day of leave the employee does not bank any extra hours. This must be taken into account when calculating the time off.
13. A non-standard work schedule may be terminated by the employee or the employer upon 14 days written notice or earlier upon mutual agreement. It may also be amended at any time upon mutual agreement.
14. An employee requesting a non-standard work schedule provides a detailed written request outlining the proposed hours of work and explaining how programs and services will be maintained at equivalent or improved levels.

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<p>Non-Standard Work Schedules</p>	<p>Human Resource Manual Section 1205</p>

15. The Director reviews the proposed non-standard work schedule and, if it is acceptable and complies with operational requirements, approves it in writing.
16. The Director maintains records on approved non-standard work schedules. These records show the name, position number and title of each employee and the approved schedule of hours of work, including the start and end dates of the non-standard work schedule. Attendance records are also maintained.
17. The Director reviews these records as often as required, but at least annually, to ensure that operational requirements are being met and to assess the effectiveness of the non-standard work schedule.

AUTHORITIES AND REFERENCES

18. Main Collective Agreement with NEU
Article 22.07, Flexible Hours
Article 22.08, Compressed Work Week
Article 22.09, Employee Scheduled Work
19. Excluded Employees' Handbook
Flex Time
Compressed Work Week
Flexible Schedules

CONTACTS

20. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**

 <p>HOURS OF WORK AND OVERTIME</p>	<p>Human Resource Manual</p>
<p>Compressed Work Week</p>	<p>Section 1206</p>

COMPRESSED WORK WEEK

PURPOSE

1. The Government sets up a regular schedule of hours of work for employees based upon working requirements. The Government may agree at the request of an employee to alter this regular schedule to allow the employee to work a compressed workweek.

APPLICATION

2. These guidelines and procedures apply to all employees except those in the Nunavut Teachers Association bargaining unit.

DEFINITIONS

3. **Compressed work week** means a regular schedule of working extra hours each day and fewer days.

PROVISIONS

4. There will be no increase in cost to the Government as a result of a compressed work week arrangement.
5. Over a period of 28 calendar days the employee must work or be on approved leave or a designated paid holiday for a period equal to four times the standard weekly hours.
6. An employee who works extra hours outside of those agreed to for the compressed work week schedule, will be provided overtime at the appropriate rate.
7. A compressed work week arrangement will not be used to avoid paying an employee overtime.
8. The employee submits a request to the supervisor for compressed hours.
9. The employee and the supervisor develop a work schedule for the employee.

 <p>HOURS OF WORK AND OVERTIME</p>	<p>Human Resource Manual</p>
<p>Compressed Work Week</p>	<p>Section 1206</p>

10. The compressed work week arrangement can be terminated at any time by the employee or the supervisor with at least 14 days notice.

AUTHORITIES AND REFERENCES

11. Main Collective Agreement with NEU
Article 22, Hours of Work
12. Excluded Employees' Handbook
Compressed Work Week

CONTACTS

13. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**

	HOURS OF WORK AND OVERTIME	Human Resource Manual
	Employee Scheduled Work	Section 1207

EMPLOYEE SCHEDULED WORK

PURPOSE

1. The Government sets up a regular schedule of hours of work for employees. This schedule is based upon working requirements. In certain circumstances at the request of an employee the Government may agree to allow the employee to determine the work schedule.

APPLICATION

2. These guidelines and procedures apply to all employees except those in the Nunavut Teachers Association' bargaining unit.

DEFINITIONS

3. **Employee Scheduled Work** means a work schedule determined by the employee, with the approval of the Employer, which is outside of the standard working hours.

PROVISIONS

4. Employees may be allowed to determine their own schedule of work if the ongoing nature of the employee's work cannot be met by working the standard hours.
5. Requests for employee-scheduled work will not be unreasonably denied.
6. Where employees work more than the standard hours of work over a period of 28 days they will be entitled to time off at straight-time. Employees who schedule their own work must make every effort to minimize hours worked.
7. Compensatory hours must be taken at a time mutually agreeable by the employee and management. These hours must be taken in the same fiscal year in which they are earned.
8. At the end of the fiscal year, accumulated compensatory hours which have not been liquidated will be paid out in cash at the normal hourly rate of pay, up to a maximum of 15 times the standard daily hours of work. If the employee has accumulated more than this, the extra hours will lapse. Under no circumstances will an employee be paid out more than 15 times

 <p>HOURS OF WORK AND OVERTIME</p>	<p>Human Resource Manual</p>
<p>Employee Scheduled Work</p>	<p>Section 1207</p>

the standard daily hours of work (7.5 or 8). There shall be no carry over of those hours from one fiscal year to the next.

9. Employee scheduled work will not be used to avoid paying overtime.
10. Employees who are required to work outside their own scheduled hours will be paid at the applicable overtime rate. Union employees who are required by the Employer to work on designated paid holidays shall be compensated in accordance with Article 15 of the Collective Agreement.
11. The employee submits a request, which includes a proposed work schedule, to the supervisor for employee-scheduled work.
12. The supervisor reviews the schedule and if acceptable, approves the request.
13. Employee scheduled hours of work can be terminated at any time by the employee or the supervisor with at least 14 days notice.

AUTHORITIES AND REFERENCES

14. Main Collective Agreement with NEU
Article 22, Hours of Work
15. Excluded Employees' Handbook
Hours of Work

CONTACTS

16. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**

	HOURS OF WORK AND OVERTIME	Human Resources Manual
	Overtime - General	Section 1208

OVERTIME - GENERAL

PURPOSE

1. To deliver programs effectively, departments may need work to be done outside of regular working hours.
2. The requirement for overtime is driven by operational needs.

APPLICATION

3. These guidelines and procedures apply to all employees except the following:
 - Senior management; and
 - Nunavut Teachers Association bargaining unit employees.
4. Specific provisions applying to some groups of employees are provided in the subsections following.

DEFINITIONS

5. **Overtime** means work performed by an employee (Excluded or NEU employees) in excess of or outside of his/her regularly scheduled hours of work.
6. **Double time** means twice the straight time.
7. **Employer** is the Government of Nunavut.
8. **First day of rest** is the 24-hour period starting at midnight of the calendar day on which the employee's last regular shift was completed.
9. **Hours travelled** is the time spent travelling, including a one-hour check-in period at airports, bus depots or train stations as well as a one-hour check-out period at each overnight stopover and at the final destination. It also includes time spent waiting for connecting flights, trains or buses. It does not include overnight stopovers.
10. **Lieu time** is leave provided as compensation for overtime worked, instead of cash payment.

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<p>Overtime - General</p>	<p>Section 1208</p>

11. **Overtime** is work performed by an employee, at the request of the employer, in excess of, or outside of the employee's regularly scheduled hours of work.
12. A **Part-time employee** is an employee employed on a continuing basis for less than the standard work day, week or month.
13. **Second or subsequent days of rest** is the period immediately following expiration of the first day of rest, when the first and second or subsequent days of rest are consecutive. It ends when the employee's next regular shift starts.
14. **Standard hours of work** are 7.5 hours a day, 37.5 hours a week for the public service generally: eight hours a day, 40 hours a week for trades, labourers and some other employees based on job function. The standard hours of work differ for some positions, based on specific agreements with the Nunavut Employees Union (NEU).
15. **Standby** is where an employee must be available during off duty hours and has been placed on standby status.
16. **Straight time** is the hourly rate of remuneration.
17. **Time and one-half** is one and one-half times the hourly rate of remuneration.

PROVISIONS

18. The Public Service Regulations provide that a senior manager may require employees to work more than their daily or weekly standard hours or on a holiday where, in the senior manager's opinion, the workload requires it.
19. Compensation for overtime shall be paid when work is authorized in advance by the senior manager or a departmental official delegated to approve overtime. In all cases the authorization must be done by someone outside the bargaining unit.
20. In some instances it is impractical to approve overtime in advance, such as when an employee must work in an isolated settlement. In these cases the employer may authorize overtime after it is performed.

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<p>Overtime - General</p>	<p>Section 1208</p>

21. The employer must make sure that the employee does not control the duration of the overtime worked.
22. The employer shall make every reasonable effort to assign overtime work equitably and to give employees reasonable advance notice. This is subject to operational needs.
23. An employee may, for cause, refuse to work overtime. The refusal must be in writing. Cause may involve religious beliefs. Participation in a business or outside employment is not a reasonable ground for refusing to work overtime.
24. An employee who must work overtime shall be compensated as follows:
 - those in the NEU, each completed 15 minutes of overtime worked; and
 - for all others, each completed 30 minutes of overtime worked.

There is a minimum payment of one hour at the appropriate overtime rate.

25. Instead of paying for overtime, a department may agree to grant lieu time: the employee may request and the employer shall grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the employer and the employee.
26. An employee may accumulate up to 150 hours leave with pay each fiscal year in a non-refillable bank of leave. Any additional overtime hours over 150 shall be paid in accordance with (i) and (ii) above. Any amounts in the bank of leave may be carried forward from one fiscal year to the next, provided that at no time shall the bank of leave exceed 150 hours. All amounts carried over to a new fiscal year and not liquidated by August 31 shall be paid out in the first pay in October in the new fiscal year. After the maximum is achieved, all additional overtime earned for the remainder of the fiscal year will be paid out according to the provisions of Collective Agreements or the Excluded Employees' Handbook.
27. Earned but unused lieu time credits will be carried over if requested by the employee by March 31st. If the employee does not request that lieu time be carried over, the accumulated lieu time will be paid out. Requests for lieu time to be carried over from one fiscal year to the next must be approved by the senior manager/director. Lieu time carried over to the following year must be used by the employee prior to October 1st of the

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new fiscal year. If the carried over lieu time is not all used prior to October 1st, the unused lieu time will be paid out.

28. No lieu time may be transferred from one department to another, except with the express written consent of the employing department.
29. Authorization for overtime work must be given either verbally or in writing by the employee's supervisor prior to undertaking the overtime. In exceptional circumstances approval may be given after the overtime is worked.
30. Employees shall record the actual hours of overtime worked on the proper form. The form must include verification by the employee's supervisor and the departmental official authorized to approve the overtime.
31. Where the department has agreed to grant lieu time, the employee shall make the request on the proper form.
32. Overtime shall be paid for in the following month, when taken as salary.
33. When an employee takes lieu time, the proper form must be completed with the time recorded as "time in lieu of". It must be kept with the employee's leave records.
34. Where an employee is required to work three (3) or more hours of overtime immediately following his/her regularly scheduled hours of duty, and because of the operational requirements of the service, the employee is not permitted to leave his/her place of work, the Employer will either provide the employee with a meal or meal allowance equal to the amount of the dinner in accordance with the Duty Travel and Accommodation section of this Manual (15.08).

AUTHORITIES AND REFERENCES

35. Public Service Regulations
Section 10, Overtime and Holidays
36. Main Collective Agreement with NEU
Article 23, Overtime
37. Excluded Employees' Handbook
Overtime

 HOURS OF WORK AND OVERTIME	Human Resources Manual
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CONTACTS

38. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut**

Or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut**

	HOURS OF WORK AND OVERTIME	Human Resource Manual
	NEU Bargaining Unit	Section 1208 (a)

NEU BARGAINING UNIT

PURPOSE

1. These guidelines and procedures apply to all employees in the Nunavut Employees Union except:
 - part-time employees;
 - wildlife officers engaged in field and patrol operations;
 - health care workers while working a modified work week;
 - college educators; and
 - court reporters.

Specific provisions applying to some groups of employees are provided in the subsections following.

For general overtime provisions see Section 1208 Overtime - General.

DEFINITIONS

2. **Employee** means a member of the Nunavut Employees Union except as outlined above.

PROVISIONS

3. Overtime shall be compensated at time and one half for all hours worked. The following exceptions shall be at double time:
 - all hours worked after the first four consecutive hours of overtime; and
 - all hours worked on the second and subsequent day of rest, provided the days of rest are consecutive.
4. Employees who report to work for their regular shift and there is a change in their shift assignment or there is insufficient work available are entitled to four hours of work. When no work is available, the employee is entitled to reporting pay consisting of four hours pay at the straight time rate.
5. An employee directed to report for work on a day of rest or on a designated paid holiday who finds that there is insufficient work available is entitled to four hours of work at the appropriate overtime rate. When no

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	NEU Bargaining Unit	Section 1208 (a)

work is available, the employee is entitled to be compensated for four hours pay at the appropriate overtime rate.

6. An employee required to travel for the Employer on a regular work day shall be paid. This includes travel to training that is requested by the Employer.
7. An employee who must travel for the Employer on a day of rest or on a designated paid holiday shall be compensated at the appropriate overtime rate for the hours travelled. This includes travel to training that is requested by the Employer. There is a minimum payment of four hours at the straight time rate and a maximum of eight hours at the applicable overtime rate.
8. An employee, who is absent from home for the Employer on a designated paid holiday or day of rest, is entitled to be compensated at the applicable overtime rate of pay or be granted the equivalent leave with pay whether the employee works or not.
9. An employee, who is on standby and called to report, will be paid at the appropriate overtime rate with a minimum of four hours pay at the straight time rate. Each following call to report during the same eight hour period will be paid at the appropriate overtime rate for the actual hours worked.
10. Employees on standby who are required to report to work are reimbursed transportation costs as follows:
 - actual cost of commercial transportation each way, not to exceed eight dollars without the production of a receipt; or
 - when using a personal vehicle, the Government business mileage rate, according to the Duty Travel Article.
11. Where an employee is required to work three (3) or more hours of overtime immediately following his/her regularly scheduled hours of duty because of the operational requirements of the service, the employee is not permitted to leave his/her place of work, the Employer will either provide the employee with a meal or a meal allowance equal to the amount of the appropriate meal in accordance with the NEU Collective Agreement.

Employees who have earned overtime compensation, shall receive remuneration within four weeks of submitting the overtime form.

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	NEU Bargaining Unit	Section 1208 (a)

AUTHORITIES AND REFERENCES

12. Public Service Regulations
Section 10, Overtime and Holidays

13. Main Collective Agreement with NEU
Article 23, Overtime
Article 24, Pay
Article 28, Standby
Article 25, Reporting Pay

CONTACTS

14. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**

 <p>HOURS OF WORK AND OVERTIME</p>	<p>Human Resource Manual</p>
<p>Overtime- Part Time: NEU Bargaining Unit</p>	<p>Section 1208 (b)</p>

PART-TIME: NEU BARGAINING UNIT

PURPOSE

1. This section defines overtime provisions for part-time employees in the bargaining unit of the Nunavut Employees Union.

APPLICATION

2. These guidelines and procedures apply to all part-time employees represented by the Nunavut Employees Union (NEU).

For general provisions see **Section 1208 Overtime - General**.

DEFINITIONS

3. **Employee** means a part-time employee who is a member of the Nunavut Employees Union bargaining unit.
4. **Standard hours of work** means hours that are determined to be the standard hours of work for that employee, in accordance with the Collective Agreement, by the employee's supervisor.

PROVISIONS

5. Part-time employees have their regularly scheduled hours set in advance. Compensation is paid for all overtime worked in excess of those hours, whether or not those hours exceed the full-time daily or weekly hours.

 <p>HOURS OF WORK AND OVERTIME</p>	<p>Human Resource Manual</p>
<p>Overtime- Part Time: NEU Bargaining Unit</p>	<p>Section 1208 (b)</p>

AUTHORITIES AND REFERENCES

- 6. Main Collective Agreement with the NEU
Article 23 - Overtime
Article 4 - Application

CONTACTS

- 7. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**

	HOURS OF WORK AND OVERTIME	Human Resource Manual
Overtime – Conservation Officers		Section 1208 (c)

CONSERVATION OFFICERS

PURPOSE

1. This section defines the overtime provisions for Conservation Officers.

APPLICATION

2. These guidelines and procedures apply to all Conservation Officers engaged in field and patrol operations.

For general provisions see **Section 1208 Overtime - General**.

DEFINITIONS

3. **Compensatory leave** is time off given in recognition of extra days worked by an employee due to the need for flexibility in scheduling work to meet operational requirements.
4. **Employee** means Conservation officer engaged in field and patrol operations.
5. **Standard hours** of work means 7.5 hours per day, 37.5 hours per week.

PROVISIONS

6. To meet the operational requirements of the Department of the Environment, Conservation Officers engaged in field and patrol operations may not always be able to work the normal work week of five work days followed by two days of rest. Sometimes they must work more than five consecutive days in one week. Because of this, Conservation Officers are allowed flexibility in scheduling their work week on an irregular basis to meet operational requirements.
7. An employee who works more than the normal work days in a month shall be entitled to a compensatory day off with pay for each extra day worked.
8. The compensatory days must be taken at a time agreeable to both the department and the employee.
9. The compensatory days must be used in the same fiscal year in which they are earned.

	HOURS OF WORK AND OVERTIME	Human Resource Manual
Overtime – Conservation Officers		Section 1208 (c)

10. At the end of the fiscal year, those accumulated days which the employee has been unable to use will be liquidated in cash, at the normal rate of pay, up to a maximum of fifteen days. If the employee has accumulated more than 15 days, those days in excess of 15 lapse. Under no circumstances will an employee be paid out for more than 15 days at the end of the fiscal year. There be will be absolutely no carry over of compensatory days from one fiscal year to the next.

AUTHORITIES AND REFERENCES

- 11. Main Collective Agreement with NEU
Group 1 - Conservation Officers

CONTACTS

- 12. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**

	HOURS OF WORK AND OVERTIME	Human Resource Manual
Overtime – Health Care Workers		Section 1208 (d)

HEALTH CARE WORKERS

PURPOSE

1. This section defines the overtime provisions for Health Care Workers.

APPLICATION

2. These guidelines and procedures apply to all employees of Government hospitals and health care facilities working a modified work week.

For general provisions see **Section 1208 Overtime - General**.

DEFINITIONS

3. **Employee** means a worker who is employed in Government hospitals and health care facilities working a modified work week.
4. **Standard hours of work** means 12 consecutive hours per day; 1,950 hours per year with a maximum of 4 consecutive shifts.

PROVISIONS

5. Overtime shall be compensated at time and one-half for all hours worked. The following exceptions shall be at double time:
 - all hours worked after the first four consecutive hours of overtime;
 - all hours worked on the second and subsequent days of consecutive rest; and
 - all hours worked immediately preceding or immediately following a scheduled shift.
6. An employee who must work on a designated holiday, either as overtime or as regularly scheduled hours, is entitled to the following in addition to the pay the employee would have been granted had the employee not worked on the holiday:
 - time and one-half for the first half of the shift worked; and
 - double time for the second half of the shift; or
 - an equivalent combination of cash and a day of leave at a later date convenient to both the employee and the Employer.

	HOURS OF WORK AND OVERTIME	Human Resource Manual
Overtime – Health Care Workers		Section 1208 (d)

AUTHORITIES AND REFERENCES

7. Main Collective Agreement with NEU
Group 5 Health Care Workers

CONTACTS

8. For clarification or further information, please contact:

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 <p>HOURS OF WORK AND OVERTIME</p>	<p>Human Resource Manual</p>
<p>Overtime -Nunavut Arctic College Educators</p>	<p>Section 1208 (e)</p>

NUNAVUT ARCTIC COLLEGE EDUCATORS

PURPOSE

1. This section defines the overtime provisions for Nunavut Arctic College Educators.

APPLICATION

2. These guidelines and procedures apply to all Nunavut Arctic College Educators in the NEU bargaining unit.

For general provisions see **Section 1208 Overtime - General**.

DEFINITIONS

3. **Class Contact Hour** is one hour of lecture, seminar, shop, workshop, laboratory work, tutorial or group remedial sessions.
4. **College Educators** means Instructors, Term Instructors, and Community Adult Educators.
5. **Employee** means a Nunavut Arctic College Educator.
6. **College Instructional Year** is 200 working days.

PROVISIONS

7. Every reasonable effort shall be made to schedule working days between September 1 and August 15. A working day consists of 7.5 consecutive hours and the work week shall be 37.5 hours, Monday to Friday.
8. Class contact hours shall be a maximum of 900 hours in an instructional year.
9. An employee shall receive overtime pay at time and one-half for class contact hours worked as required by the Employer over the maximum contract hours.
10. Employees who must work more than 200 working days are paid at time and one-half for the extra hours worked.

 <p>HOURS OF WORK AND OVERTIME</p>	<p>Human Resource Manual</p>
<p>Overtime -Nunavut Arctic College Educators</p>	<p>Section 1208 (e)</p>

11. The work week for an instructor who delivers a course “on the land” shall be defined as 37.5 hours. If the course runs over the weekend, the Instructor will be entitled to normal overtime pay as defined in Article 23 of the collective agreement with the NEU.
12. The educator shall have a minimum of 5 days without class contact between courses.
13. Instructors shall be granted leave with pay for the work days between Boxing Day and New Year’s Day with no charge against leave credits.

AUTHORITIES AND REFERENCES

14. Main Collective Agreement with NEU
Group 3 Nunavut Arctic College - College Educators

CONTACTS

15. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
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Iqaluit, Nunavut
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	HOURS OF WORK AND OVERTIME	Human Resource Manual
Overtime – Excluded Group		Section 1208 (g)

EXCLUDED GROUP

PURPOSE

1. This section defines the overtime provisions for excluded employees.

APPLICATIONS

2. These provisions apply to all employees who are excluded from union representation because of their managerial responsibilities or the confidential nature of their work.

For general provisions see **Section 1208 – General**

DEFINITIONS

3. **Senior Manager** means an employee who occupies a position that involves management of significant financial resources, programs and personnel, and, where an employee reports directly to a deputy head, means the deputy head.
4. **Professional Employee** means an employee engaged in work where there is a requirement for a highly developed or specialized body of knowledge acquired through university education.

PROVISIONS

5. Senior managers and professionals are not generally eligible for compensation for overtime worked. Lieu time may be granted if senior managers are required to work on a designated holiday. In certain instances, a professional may be entitled to additional lieu time subject to the decision of the respective department.
6. An excluded employee, other than a senior manager or a professional, who must work overtime, shall be compensated for each completed 15 minutes of overtime worked. There is a minimum payment of one hour at one and one-half times the regular rate of pay.
7. Compensation for overtime shall be paid only when work is authorized in advance by the Deputy Head or a manager delegated authority to work overtime.

	HOURS OF WORK AND OVERTIME	Human Resource Manual
Overtime – Excluded Group		Section 1208 (g)

AUTHORITIES AND REFERENCES

8. Excluded Employees' Handbook
Overtime

CONTACTS

9. For further information or for clarification, please contact:

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	HOURS OF WORK AND OVERTIME	Human Resource Manual
Overtime - Casuals		Section 1208 (h)

CASUALS

PURPOSE

1. This section defines the overtime provisions for casual employees.

APPLICATION

2. These guidelines and procedures apply to all casual employees.

For general provisions see **Section 1208 Overtime - General**.

DEFINITIONS

3. **Casual Employee** means an employee hired on a casual basis to complete work of a temporary nature.

PROVISIONS

4. Casual employees have the same rules and regulations regarding overtime as other employees in the same position. Refer to the appropriate overtime sub-section for the position.

AUTHORITIES AND REFERENCES

5. Main collective agreement with the Nunavut Employees Union
Article 51 Casual Employment

CONTACTS

6. For further information or clarification, please contact:

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Department of Human Resources
Iqaluit, Nunavut
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Department of Finance
Iqaluit, Nunavut
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 <p style="text-align: center;">LEAVE</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Leave General</p>	<p style="text-align: center;">Section 1301</p>

LEAVE - GENERAL

PURPOSE

1. Various types of leave (time off) are granted to Government employees.

APPLICATION

2. These guidelines and procedures apply to all employees.

GUIDELINES

3. An employee is required to complete an application for leave for all leave or time off other than the following:
 - (a) casual leave of less than two hours to attend an appointment with a doctor, dentist or lawyer during working hours;
 - (b) time off for special occasions approved by the Minister of Human Resources;
 - (c) time off for voting.
4. Except where otherwise established in these guidelines, and subject to departmental practice, the employee's immediate supervisor is normally the departmental officer who may approve leave.
5. An employee may be granted casual leave with pay without deduction from an employee's special leave credits for a maximum of two hours for the following purposes:
 - (a) to attend an appointment with a doctor, dentist or lawyer during working hours; or
 - (b) for other purposes of a special or unusual nature where the Deputy Head is satisfied that casual leave is warranted.
6. Employees may be granted leave with pay to a maximum of one day per occurrence without deduction from special leave credits where the employee's physician requires them to attend regular or recurring medical treatments and checkups.



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7. An employee is expected to report to duty and work unless on authorized leave.
8. An employee is entitled to be paid for authorized leave in the following circumstances:
 - vacation leave (including winter bonus days);
 - annual leave;
 - sick and injury-on-duty leave;
 - court leave;
 - special leave;
 - time off in lieu of overtime payment;
 - medical travel time;
 - training and education leave.

PROVISIONS

9. The employee discusses requests for leave with the supervisor. This should be done as far in advance as possible so that the supervisor can make plans for work that must be done in the employee's absence.
10. An application for leave is filled out by the employee.
11. If the leave is one that the employee has accumulated, or may be advanced credits for, the application is submitted. Leave credits are certified before submission to the appropriate departmental officer for approval. This includes the following leave:
 - vacation leave (including winter bonus days);
 - sick leave (including medical travel leave);
 - special leave;
 - time off in lieu of overtime pay.
12. An application for leave for which credits are not accumulated is submitted directly to the appropriate departmental officer for approval.
13. The employee and the immediate supervisor are jointly responsible for the completion and authorization of an application for leave for:
 - leave taken without prior approval (e.g., emergency leave, special leave for the death of a relative or special leave for illness of a relative, etc.);



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- restoration of a recall from vacation leave; or
- any change in a previously approved leave after the leave has started.

This must be done immediately after the employee returns from leave.

14. Upon receipt of the application for leave, the appropriate departmental officer completes the approval section and distributes to the appropriate personnel. This must be done in a timely manner, especially when the leave is denied or modified.

AUTHORITIES AND REFERENCES

15. Public Service Regulations
Section 22 - 40, Leaves of Absence
16. Main Collective Agreement with NEU
Article 17, Leave - General
17. Collective Agreement with NTA
Article 13, 14, 15
18. Senior Managers' Handbook
Leave
19. Excluded Employees' Handbook
Leave

	LEAVE	Human Resource Manual
	Leave General	Section 1301

CONTACTS

20. For further information or clarification, please contact:

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975-5881**

	
LEAVE	Human Resource Manual
Annual Leave	Section 1302

ANNUAL LEAVE

PURPOSE

1. The Employer considers it essential to employees' well being that they take annual leave at regular intervals.

APPLICATION

2. These guidelines and procedures apply to all employees except those in the Nunavut Teachers Association bargaining unit.

DEFINITIONS

3. **Continuous Service** and **Continuous Employment** for the purpose of annual leave means:
 - uninterrupted employment with the Public Service of the Government of Nunavut;
 - uninterrupted employment with the Government of the Northwest Territories provided that the employee was employed in the Public Service on April 1, 1999;
 - prior employment of an employee who was laid off and reappointed to a position in the Public Service
 - where an employee other than a casual ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three (3) months; his/her periods of employment for purposes of superannuation, severance pay and annual leave shall be considered as continuous employment with the Public Service.

PROVISIONS

4. Annual leave with pay is granted to an employee each year for the purpose of taking a vacation, where the following applies:
 - the employee has earned the annual leave;
 - the time is mutually agreeable to the employee and the employee's supervisor.

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5. Eligible employees earn annual leave each fiscal year. Annual leave entitlements are based on continuous service and are accumulated for all employees (except teachers, classroom assistants, school community counsellors, dental therapists and student support assistants) that receive ten days pay in a calendar month.
6. Casual employees begin to earn annual leave credits from the date their term is approved to exceed four months.
7. Employees on retirement (severance) leave do not earn annual leave credits.
8. Employees, other than senior managers and excluded employees, accumulate annual leave credits at a progressively higher rate after the completion of two, nine, fourteen, and nineteen years of continuous service. The higher rate is used in the month following the employee's anniversary date.
9. Senior managers and excluded employees accumulate annual leave credits at a progressively higher rate after the completion of one, ten, and twenty years of continuous service. The higher rate is used in the month following the senior manager's/excluded employee's anniversary date.
10. The approval to use annual leave is subject to operational requirements. If an employee requests a cash liquidation of annual leave credits, it must be authorized by the Deputy Head.
11. An employee that is laid off, may utilize annual leave credits to extend their employment in order to meet the minimum service requirements for severance pay or if the extension entitles the employee to an Annual Allowance or an Immediate Annuity as defined under the *Public Service Superannuation Act*.
12. Where an employee dies or otherwise ceases to be employed, an amount equal to the number of annual leave days earned but unused, multiplied by the daily rate of pay immediately prior to termination, is paid to the employee or their estate.
13. Where an employee dies after the completion of one or more years of continuous employment, any unearned annual leave granted is considered earned and no recovery is made.

	
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Annual Leave	Section 1302

14. An employee who is declared to have abandoned their position is still entitled to payment for any earned but unused annual leave. If the Employer has made a reasonable effort and after six months has failed to locate the Employee, payment will be cancelled.
15. The Employer will make every reasonable effort:
 - to grant annual leave during the fiscal year in which it is earned;
 - to approve annual leave as requested by the employee;
 - not to recall an employee to duty while on authorized leave.
16. In scheduling annual leave for employees in a section or work unit, the supervisor gives special consideration to employees with school-aged children who wish to take their annual leave during school holidays.
17. Where two or more employees in the same section or work unit wish to take annual leave at the same time and it is not possible to approve both, leave shall be authorized on the basis of length of service.
18. Where the operational requirements of the service are such that an employee is not permitted to take her/his annual leave during the months of June to September inclusive in one fiscal year, special consideration will be given to his/her annual leave during the months of June to September in the next fiscal year.
19. The supervisor replies to an employee's request for annual leave as soon as possible but no later than two weeks after the request has been received.
20. Where the supervisor proposes to change, reduce or deny the annual leave request, the supervisor advises the employee in writing.
21. If an employee is on annual leave when there is an unexpected illness or death in the immediate family or if the employee becomes sick, their annual leave can be converted to the appropriate special or sick leave and their annual leave reinstated if certification is provided.
22. Where an employee is recalled to duty while on any period of annual leave he/she shall be reimbursed for reasonable expenses incurred:
 - in proceeding to the place of duty;

	
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- in returning to the place from which he/she was recalled if he/she immediately resumes annual leave upon completing the assignment for which he/she was recalled; and
 - for non-refundable deposits or pre-arranged annual leave on the submission of an expense claim supported by receipts.
23. Credits in excess of one year's annual leave are paid out in cash in the month of May. Senior managers' and excluded employees' credits are automatically carried over to the next fiscal year. Senior managers and excluded employees may request that excess credits be paid out in cash at the end of the fiscal year.
 24. The employee completes an application for leave form and submits it to the leave administrator for verification of entitlement.
 25. The leave administrator verifies the employee's leave entitlement, initials and forwards the application form to the supervisor.
 26. The supervisor reviews the application and either signs for approval or denies it with a written explanation on the leave form before returning it to the employee.
 27. Applications for annual leave should be responded to as soon as possible and no later than two weeks from when the request was received.
 28. Employee annual leave records are verified by the administrators each month and by employees at the end of each fiscal year.

AUTHORITIES AND REFERENCES

29. Public Service Regulations
Sections 22-24, Annual Leave
30. Main Collective Agreement with NEU
Article 18, Annual Leave
31. Senior Managers' Handbook
Annual Leave
32. Excluded Employees' Handbook
Annual Leave

 LEAVE	Human Resource Manual
Annual Leave	Section 1302

CONTACTS:

33. For further information or clarification, please contact:

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Department of Human Resources
Iqaluit, Nunavut
975-6211**

or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**

	LEAVE	Human Resources Manual
	Medical Travel Leave	Section 1303

MEDICAL TRAVEL LEAVE

PURPOSE

1. To outline provisions for leave and benefit entitlements for Government of Nunavut (GN) employees when approved medical travel outside the home community is required for the employee and/or his/her dependent(s) to obtain necessary medical services.

APPLICATION

2. This directive applies to all GN employees except the following:
 - Casual employees with less than four months continuous service;
 - Substitute teachers;
 - Employees under a Workers' Safety and Compensation Commission claim; and
 - Employees who are provided with a medical travel transportation entitlement by another employer;
 - Employees of Qulliq Energy Corporation;
 - Employees and/or dependants not in the territory.

DEFINITIONS

3. **"Medical Traveler"** is the individual approved for transportation to a medical centre for the purpose of receiving necessary medical services through a referral by a Nunavut health practitioner.
4. **"Dependant"** is:
 - (1) the spouse of an employee who is residing with the employee;
 - (2) any child, adopted child or stepchild of the employee who;
 - is attending school or is a student at some other institution, and is under twenty-one (21) years; or
 - is under twenty-one (21) years and dependent upon the employee for support; or
 - is twenty-one (21) years or older and dependent upon the employee because of a mental or physical illness; or
 - (3) any other relative of the employee who is a member of the employee's household and is totally dependent upon the

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Medical Travel Leave		Section 1303

employee for support because of a mental or physical illness.

5. **“Immediate Family”** is the employee’s father, mother (or alternately stepfather or stepmother), brother, sister, spouse, common-law spouse, child, step-child, foster child, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild and any relative permanently residing in the employee’s household or with whom the employee presently resides.

PROVISIONS

6. Medical Transportation Entitlement
 - (1) For the purpose of this directive, employees and dependants of employees are entitled to be reimbursed for transportation costs to an approved medical centre and coverage of certain travel expenses, for necessary medical services that are not available in the home community.
 - (2) Dependents are the individual(s) the employee has declared as his/her dependent(s) on file with the GN Department of Finance, Compensation and Benefits Division.
 - (3) Medical transportation entitlement for all Medical Travelers is to the nearest point where the medical treatment is provided. Reimbursement will not be provided beyond the nearest point of medical service.

7. Leave
 - (1) Medical travel leave is for a maximum of four (4) days for each return trip.
 - (2) Medical travel leave is not a banked leave.
 - (3) Medical travel leave days are for actual time traveled to the nearest point where the medical travel is provided. (i.e. if the actual travel time is one full day for a return trip (one half day to appointment and one half day return) only one full day is provided).
 - (4) Under no circumstances will an employee be granted more than four (4) days of medical travel leave, including flight delays.

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	Medical Travel Leave	Section 1303

- (5) All leave for medical purposes under this directive outside of the actual medical travel days must be requested and approved as sick leave with or without pay.
- (6) The leave approval process is:
 - a) Employee obtains a completed Medical Travel Authorization Form signed by an approved Nunavut health practitioner verifying the travel is required;
 - b) Employee completes a leave form for all days they will be absent from the workplace. Leave credits are then verified;
 - c) The leave form and the attached Medical Travel Authorization Form is submitted to the supervisor who makes a recommendation for approval to the Deputy Head;
 - d) For emergency medical travel the employee is responsible for ensuring his/her supervisor is contacted. The supervisor will complete the leave form. The employee will provide a copy of the Medical Travel Authorization Form on return to work. Any discrepancies in leave while on medical travel will be corrected on the employee's return to work.

8. Escorts

- (1) Escorts are approved in accordance with the Department of Health and Social Services' Client Travel Policy.
- (2) Employees acting as escorts do not receive medical travel leave.
- (3) Employees acting as an escort must complete a leave form and attach a copy of the Medical Travel Authorization Form. The Medical Travel Authorization Form must name the employee as the escort. The leave form and the Medical Travel Authorization must be submitted to the employee's supervisor for consideration.
- (4) Employees acting as escorts for Immediate Family members for medical evacuation may request special leave up to five (5) days. An additional five (5) days may be requested as per the applicable Collective Agreement or Handbook. This leave is for travel time and time required to care for the immediate family member while on medical travel.

9. Reimbursements

- (1) Employees are expected to make their own travel arrangements and pay for their own, their dependent(s) and any escort medical travel costs.

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- (2) On return from medical travel the employee will be reimbursed for all medical travel expenses as outlined in the applicable collective agreement or employee handbook.
- (3) It is the responsibility of the employee to submit all claims under this directive including escorts and dependents.
- (4) The employee must submit to the Director of Financial Operations or the Director of Financial Services for the applicable community the following documents:
 - (i) two copies of the Travel Authorization Form;
 - (ii) the signed Travel Expense Claim Form;
 - (iii) approved leave application, if applicable;
 - (iv) a statement signed by a Commissioner of Oaths or Notary Public confirming the medical travel benefit is not provided by another employer; and
 - (v) original travel receipts, including boarding passes.
- (5) An employee choosing to travel beyond the nearest treatment centre will not be reimbursed for the cost of transportation to/from the nearest treatment centre to/from his/her chosen destination.
- (6) Should a traveler fail to keep his/her medical appointment(s), the employee will not be reimbursed for applicable medical travel expenses, and may be invoiced for the full cost of the travel expenses, if paid by the GN.
- (7) Should an escort fail to fulfill his/her escort functions the employee will not be reimbursed for applicable medical travel expenses and the employee and/or escort may be invoiced for the full cost of the travel expenses, if paid for by the GN.

AUTHORITIES AND REFERENCES

10. Collective Agreement with the NEU
Article 20.09
11. Collective Agreement with the NTA
Article 14.08
12. Senior Managers' Handbook
Medical Travel Leave
13. Excluded Employees' Handbook

 <p style="text-align: center;">LEAVE</p>	
Medical Travel Leave	Human Resources Manual Section 1303

Medical Travel Leave

14. Public Service Regulations (Nunavut)
Section 29.1 (1) Medical Travel Leave

15. Client Travel Policy
Department of Health and Social Services

CONTACTS

16. For further information or clarification, please contact:

Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211

Assistant Comptroller General
Department of Finance
Iqaluit, Nunavut
975-5866

 <p style="text-align: center;">LEAVE</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Annual Leave Payout</p>	<p style="text-align: center;">Section 1304</p>

ANNUAL LEAVE PAYOUT

PURPOSE

1. Annual leave credits are only paid out to members of the Nunavut Employees Union when an employee ceases to be an employee or when their annual leave balance exceeds the carry-over amount.

APPLICATION

2. These guidelines and procedures apply to all employees except those in the NTA bargaining unit.

PROVISIONS

3. Annual leave credits are paid out at the employee's current rate of pay.
4. Employees who are members of the Nunavut Employees Union are not permitted to carry over more annual leave credits than can be earned in one (1) fiscal year. If the carry over credits exceed that limit, the difference is paid out in May as per Article 18.04.
5. Senior management and excluded employees may carry over an unlimited number of annual leave credits.
6. Annual leave credits earned but not used at the time an employee ceases to be employed by the Government of Nunavut are included on the Employee Clearance Form and processed for payment in the final pay cheque.
7. Exceptions to the above need approval of the Deputy Head of the employing department.

	
LEAVE Annual Leave Payout	Human Resource Manual Section 1304

AUTHORITIES AND REFERENCES

8. Main Collective Agreement with NEU
Article 18, Annual Leave
9. Excluded Employees' Handbook
Leave
10. Senior Managers' Handbook
Leave

CONTACTS

11. For further information or clarification, please contact:

Director Employee Relations
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or

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 <p style="text-align: center;">LEAVE</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Winter Bonus Days</p>	<p style="text-align: center;">Section 1305</p>

WINTER BONUS DAYS

PURPOSE

1. An employee who has requested and is granted annual leave between October 1 and March 31 of any year shall be entitled to winter bonus days in addition to annual leave entitlement.

APPLICATION

2. These guidelines and procedures apply to employees that are Senior Management and Excluded employees and members of the Nunavut Employees Union, except classroom assistants and special needs assistants.

PROVISIONS

3. The maximum number of days that can be granted as winter bonus days is four (4).
4. No more than four (4) days can be granted in one (1) fiscal year. Winter bonus days cannot be carried over from year to year.
5. Employees will be granted one (1) winter bonus day, to a maximum of four (4), for each five (5) consecutive days of annual leave taken between October 1 and March 31.
6. Winter bonus days can be taken in the first week of April, if they are preceded by the qualifying annual leave days.
7. Statutory holidays that fall in a period of annual leave are counted with annual leave days when calculating winter bonus day entitlement.
8. Winter bonus days must be included on the application for leave form.

 <p style="text-align: center;">LEAVE</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Winter Bonus Days</p>	<p style="text-align: center;">Section 1305</p>

AUTHORITIES AND REFERENCES

- 9. Main Collective Agreement with NEU
Article 18.10
- 10. Excluded Employees' Handbook
- 11. Senior Managers' Handbook

CONTACTS

- 12. For further information or clarification, please contact:

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	LEAVE	Human Resources Manual
	Sick Leave	Section 1306

SICK LEAVE

PURPOSE

1. Sick leave is intended to protect an employee's income when the employee is incapable of performing regular duties due to non-occupational illness or injury.

APPLICATION

2. These guidelines and procedures apply to all employees.

DEFINITIONS

3. **Prognosis** is a statement, which outlines the long-term expectations regarding an employee's medical condition. The prognosis does not state what medical condition the employee has, but states when or if the employee will be able to report for duty and what tasks the employee will be able to perform upon return to work.

PROVISIONS

4. Sick leave management is a responsibility of all senior managers. The employee is responsible for notifying the supervisor when too sick to work and to submit an application for sick leave as soon as possible upon return.
5. Employees earn and accumulate sick leave credits at a rate of one and one-quarter day, for each month in which they receive ten or more days' pay. Deductions are made from the employee's accumulated credits as sick leave is used.
6. Part-time employees earn one and one-quarter day sick leave credits for each month in which they are in receipt of 50% or more of salary.
7. Employees who have the necessary sick leave credits will be granted sick leave with pay for illness or injury on a normal working day. A completed sick leave form must support the request. The sick leave form should be submitted immediately after returning to duty or upon the request of the employer.



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Sick Leave

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8. Unless otherwise informed by the employer when applying for sick leave, an employee must sign a Sick Leave Form stating that because of his/her illness or injury, he/she was unable to perform his/her duties.
9. To be granted sick leave, employees must satisfy the employer that they are unable to perform the duties of their position because of illness or injury. Senior managers should verify (in general terms) the need for sick leave before authorizing it.
10. Employees are not granted sick leave while on retiring (severance) leave, leave of absence without pay, or under suspension.
11. The employee's signed statement, on the application for leave form, is usually acceptable as proof of illness where the period of illness is three days or less.
12. Unless a chronic medical condition exists, senior managers will interview employees when they return to work if length, frequency or pattern of sick leave absences indicates the necessity for closer individual attention. Some examples that should arouse concern are:
 - excessive absences without apparent illness;
 - unusual attendance patterns (e.g., day of performance review, Monday after paydays, day before or after a holiday, etc.);
 - length of absences (e.g., one day at a time, always a whole week)
13. During the interview, senior managers should remind employees:
 - that the sick benefits are an insurance not an additional holiday;
 - of the inconvenience created for fellow workers;
 - of the cumulative amount of absent days;
 - that the Government does not condone abuse of sick leave;
 - that overuse of the benefit might lead to hardship if a lengthy illness occurs in the future.
14. When an employee has used nine days of uncertified sick leave (without a medical certificate) during any fiscal year or if an illness is for a period of more than three days, a medical certificate must be submitted with the leave application.
15. When a medical certificate is required, the certificate must state the employee was ill and unable to work as a result of the illness, the length of



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- the illness, and the date seen by the physician. If the certificate does not provide this information it should not be accepted. The employee must provide a proper certificate before sick leave can be approved.
16. When a senior manager has concerns regarding a medical certificate, the senior manager should talk to the employee. If concerns remain, the senior manager can request the employee provide a second medical certificate from another doctor/community nurse.
 17. If an employee has worked one-half day plus at least two hours and leaves work sick, there is no charge against his/her sick leave credits. For members of the NTA, there is no charge against sick leave if the absence is less than one-half day.
 18. When an employee is absent due to illness for more than one-half day but less than a full day, one-half day is charged against credits. For NEU and excluded employees, the employee must be on duty for two hours following an unpaid lunch break to qualify for this.
 19. Senior managers should reconsider granting sick leave if the employee has been involved in activities incompatible with an illness (e.g., partying, participating in rigorous sports, or working elsewhere). Documentation should be kept of these activities. If an employee submits a medical certificate in these cases, the employee should be asked to get another certificate from another physician/community nurse certifying that the employee could not attend work due to illness yet was medically fit to participate in the other activity. If such a certificate cannot be obtained, discipline may be considered. Services available in the community must be taken into consideration before disciplinary action is taken.
 20. Long term sick leave should be monitored by senior managers. If a request for several months of sick leave is received, the senior manager must ask the employee in writing to get a prognosis from a doctor. The prognosis should state when or if the employee can return to work and what duties the employee will be able to perform upon return to work. A time limit should be given for providing the prognosis. The employee should be given a copy of the job description to assist the doctor with the prognosis. Upon returning to work, the employee may be required to provide documentation certifying they are fit to return to work.



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21. An employee who is too sick to report to work must call in at the start of the work day. When calling in, the employee must ask for and receive approval for sick leave. The employee must indicate the estimated length of sick time. Employees who do not call in may be disciplined for failing to seek sick leave approval. Sleeping in, getting someone else to call or not having a phone are not valid reasons for not calling in.
22. Failure to seek and be granted sick leave approval may result in the employee being recorded as absent without leave.
23. An employee reporting for work after an illness must submit an application for leave indicating the number of days of sick leave used.
24. Leave credits are verified by administration prior to the supervisor approving the sick leave.

AUTHORITIES AND REFERENCES

25. Public Service Regulations
Section 25-29, Sick Leave
26. Main Collective Agreement with NEU
Article 20, Sick Leave
27. Collective Agreement with NTA
Article 14, Sick Leave
28. Senior Managers' Handbook
Sick Leave
29. Excluded Employees' Handbook
Sick Leave

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CONTACTS

30. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut**

or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut**

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INJURY-ON-DUTY LEAVE

PURPOSE

1. The Government provides employees with injury-on-duty leave with pay when an employee is unable to work, due to an accident or illness directly related to their job or worksite. Injury-on-duty leave without pay may also be provided to cover extended periods of absence due to injury.

APPLICATION

2. These guidelines and procedures apply to all employees.

DEFINITIONS

3. **WCB** means the Workers' Compensation Board.
4. **Compensable Injury** means an injury that qualifies for compensation under the *Workers' Compensation Act*.
5. **Years Maximum Insurable Remuneration (YMIR)** is the maximum earnings that are covered by the WCB.

PROVISIONS

6. When an employee is injured on the job, the employee must complete the "Workers Report of Accident form and forward it to the Manager, Workplace Health, Safety and Wellness in the Department of Human Resources. The Supervisor will follow the same procedure by completing the "Employers Report of Accident" form.
7. Injury-on-duty leave must be supported by a statement from WCB that the employee's accident or illness is a compensable injury.
8. This leave is provided on a short-term basis to eligible employees.
9. Injury-on-duty leave with pay is granted if the employee agrees to assign their WCB benefits to the Government. The "Assignment of Benefits" form is provided by WCB.
10. In cases of extended absence, injury-on-duty leave without pay is granted and employees should pursue benefits under either long term disability or disability insurance as appropriate.

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11. Injury-on-duty leave with pay for beyond 30 working days may be approved by the Deputy Head of the employing department.
12. Initially, the employee completes an application for sick leave pending the approval of their WCB claim.
13. The supervisor approves the sick leave, making note that it will be converted to injury-on-duty leave when the appropriate documentation is received.
14. If the claim is approved by the WCB, the employee must complete the assignment of benefits form to have the period of sick leave changed to injury-on-duty. The WCB will forward payments direct to the GN for the period between the day the employee began sick leave until the day the WCB claim is approved. If the WCB claim is denied the employee will have to use sick leave credits or another type of leave credits if appropriate.
15. After the WCB approves the claim, the worker will be placed on unpaid sick leave and will begin receiving worker's compensation payments directly from the WCB.
16. After the WCB approves the claim the department administrator that they should expect future payments directly from WCB until the employee is able to return to work.
17. The employee should contact their Compensation Officer as well, to ensure they understand their eligibility for disability insurances.

AUTHORITIES AND REFERENCES

18. Public Service Regulations
Section 38, Injury-on-Duty Leave
19. Main Collective Agreement with NEU
Article 21.03, Injury-on-Duty Leave
20. Collective Agreement with NTA
Article 15.03, Injury-on-Duty Leave

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- 21. Senior Managers' Handbook
Injury-on-Duty Leave
- 22. Excluded Employees' Handbook
Injury-on-Duty Leave

CONTACTS

- 23. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5811**

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MATERNITY LEAVE

PURPOSE

1. The Government provides maternity leave to female employees who become pregnant.

APPLICATION

2. These guidelines and procedures apply to all employees.

DEFINITIONS

3. **SUB Plan** is the Supplementary Unemployment Benefit Plan administered by the Government of Nunavut.

PROVISIONS

4. All pregnant employees are eligible for maternity leave without pay. The leave may begin 11 weeks before the due date with a completion date of up to 26 weeks after the date of birth.
5. If a pregnant employee becomes ill during the 11 weeks of maternity leave prior to the expected date of birth, the employee has the option of using accrued sick leave credits for the period of illness.
6. Maternity leave may be granted whether or not the employee is eligible for or elects to participate in the SUB Plan.
7. To be eligible for the SUB Plan, an employee must:
 - have at least six months of continuous service;
 - have applied for and been granted maternity leave;
 - apply for and receive Employment Insurance (EI) benefits; and
 - sign an agreement with the Government, to return to work for a minimum of six months after the maternity leave.
8. An employee who does not return to work after maternity leave must reimburse the employer the amount received as maternity leave allowance. An employee who returns to work for less than six months will have the amount which must be reimbursed prorated, according to the number of months for which pay was received. An exception is made for the employee's death, disability or lay-off.

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9. SUB Plan benefits are available for a maximum of 17 weeks, including the two-week waiting period required by EI.
10. SUB Plan benefits "top up" regular EI benefits so the employee receives 93% of regular salary during the SUB Plan period. Term employees are not eligible for this benefit.
11. The Employer is not responsible for any consequences of an unemployment benefit overpayment nor is it responsible for providing any additional payments in respect of maternity leave should the employee's benefits be affected by tax, unemployment insurance, or legislative provisions for excluded employees, management employees or employees in the NTA bargaining unit.
12. Parental leave without pay is available through the Government. Please see Section 1309 for further details.
13. The employee informs her supervisor in writing of her pregnancy at least 15 weeks before the expected date of birth.
14. The employee applies to the department for maternity leave using an application for leave form. A certificate from her doctor must be attached to the leave form. The certificate must include the expected date of birth and show how long she can work before starting her leave.
15. The employee consults with the Compensation and Benefits Division about maternity leave benefits (Attachment A).
16. If the employee wants to participate in the SUB Plan, the Deputy Head and employee sign a SUB Plan Agreement (Attachment B). The employee agrees to return to work on a specific date for a period of at least six months.
17. The department approves the leave application for up to 37 weeks and forwards the approved leave form and the SUB Plan agreement to Compensation and Benefits for processing.
18. Pay action commences reflecting the approved dates and SUB Plan agreement.
19. Compensation and Benefits issues a record of employment to the employee on the last working day before her maternity leave.

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20. At the employee's request, Compensation and Benefits sends the record of employment directly to Human Resource Development Canada (HRDC).
21. The employee applies to the HRDC for EI benefits.
22. The employee signs a release of information document (Attachment C) authorizing HRDC to provide EI information to the Compensation and Benefits office.
23. The employee, upon receipt of HRDC benefits, provides a copy of the cheque to Compensation and Benefits as proof of benefits received.
24. An employee in the NEU shall not be laid off, transferred or relocated while on maternity leave, or within six months of her return, without the consent of the employee and the employer.

AUTHORITIES AND REFERENCES

25. Main Collective Agreement with the NEU
Article 21.04, Maternity Leave
26. Collective Agreement with the NTA
Article 15.05, Maternity Leave
27. Employment Insurance Act
Article 22
28. Senior Managers' Handbook
Maternity Leave
29. Excluded Employees' Handbook
Maternity Leave

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CONTACTS

30. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
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or

**Director Compensation and Benefits
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Iqaluit, Nunavut
975-5811**

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ATTACHMENT A

General Information Questions Commonly Asked

In addition to the guidelines and procedures, we have prepared the following information:

What happens if I change my mind and decide not to return to work for the full six months?

You will have to repay a percentage of the money that you received from the GN under the SUB Plan. The amount that has to be repaid will depend on how long you work after your leave. For example, if you return for three months and then resign, you will have to pay back 50%.

If you are a teacher and do not return to work for the agreed period, then all money received from the GN under the SUB Plan will have to be repaid.

How can I make sure that I receive my benefits without lengthy delays?

Start the process as soon as possible. Our payroll system requires up to four weeks lead time to make changes to an employee's cheque. Try and get all of the necessary forms completed and give them to your department as soon as possible.

Advise Compensation and Benefits that you want your Record of Employment sent directly to Human Resources Development Canada (HRDC). Ensure you send your Employment Insurance application and Release of Information form into HRDC as early as possible as well.

Are my SUB Plan benefits taxable?

Yes. SUB Plan benefits are taxable and Compensation and Benefits will make tax deductions as usual.

Are there any other tax implications?

There could be depending on your annual income. You may be subject to an adjustment when you file your income tax return if your income during the year in which you received HRDC benefits exceeds a predetermined limit. If you think that your income will be greater than \$35,000, you should contact your local HRDC office for further details.

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What deductions will come off my pay cheque during the SUB Plan period?

1. Federal Tax
2. Canada Savings Bond deductions if your cheque is still large enough *
3. Insurance Deductions
4. Receivables owing to the employer

* If your cheque is not big enough to make the regular payment for your Canada Savings Bond it will be cancelled by Compensation and Benefits and you will receive a refund for money paid to date. If this happens you have the option to make arrangements with the Bank to pay the outstanding amount.

If I live in GN Housing, will my rent be deducted?

Rent will continue to be deducted if your cheques are large enough. If your cheques are not large enough to pay the rent amount you must discuss this with Compensation and Benefits and Housing and make other arrangements to pay your rent.

What happens to my other benefits during my Maternity or Adoption Leave?

Public Service Health Care Plan (PSHCP) - You MUST prepay the premiums you are responsible for to cover the period you will be off work.

Superannuation/Supplementary Death Benefit (SDB) - Contributions not paid while you were off will be recovered once you return to work. These recoveries will be made over period that is double the amount of time you were off work (example: leave period = 6 months:recoveries taken over 12 months). You are only required (mandatory) to pay back (buy back) three months of this period. The rest of the time you were off work is optional as to whether you wish to pay the superannuation and “buy back” that service.

Public Service Management Insurance Plan (PSMIP) - You MUST prepay the premiums for the period you will be off work.

Long Term Disability / Disability (LTD/DI) - Premiums not paid while you were off will be recovered once you return to work.

Dental - Is all employer paid (less an annual deductible). As long as you remain an employee with the GN your dental coverage will continue.

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Provided that you remain in your community of employment, Medical Transportation Assistance will also continue.

If I am a teacher, do I receive SUB Plan benefits during the summer break or other non-teaching periods?

No. You will only receive SUB Plan benefits from the GN for those days that are considered sessional days.

If I am a teacher, how does my summer payout work?

If you go on Maternity/Adoption Leave after teaching 100 sessional days your summer payout will be based on 100/195 days. This proportion changes depending on the number of sessional days you worked before you maternity leave begins.



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ATTACHMENT B
Maternity/Adoption Leave Agreement

1. This is an Agreement between _____ and _____ (employee name) _____ (DM Employing Department)
2. Pursuant to Article _____ of the _____ Collective Agreement, where applicable, or in the case of Excluded/Management persons in accordance with the excluded or management employee's handbooks. (Maternity/Adoption SUB Plan clauses)
3. The employee undertakes to return to work on _____ (date) and remain in the employ of the Government of Nunavut for at least six months of full-time employment from that date.
4. The return date specified in paragraph 2 can be amended only with the consent of the employing Department. The Employee understands that in the event of an amended date, the six-month period of employment undertaken in paragraph 2 will commence on the new return date.
5. The Employee understands that if he/she fails to return to work or fails to remain employed with the Government of Nunavut for at least six months, as specified in paragraphs 2 and 3, he/she will be indebted to the Employer for the amounts received as SUB Plan Benefits and will repay such amounts as prescribed in the applicable Collective Agreement or employee handbook.
6. The employee shall not be laid off, transferred or relocated while on, or within six months of his/her return from maternity/adoption leave without the consent of the employee and the employer.

Dated at _____ this _____ day of _____, _____
 (Place) (Day) (Month) (Year)
 _____ (Deputy Minister Signature) _____ (Employee Signature)



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ATTACHMENT C

GOVERNMENT OF Nunavut
MATERNITY LEAVE
SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN

Complete and sign Part A and forward it to the Human Resources Development Canada (HRDC). Once completed by the HRDC Agent, the form is returned to the Compensation and Benefits Division at the address shown below:

A. EMPLOYEE:

Name: _____

Social Insurance No.: _____ T.O.S. Date (mm/dd/yy): _____

Date Maternity Leave Commenced: _____

Address: _____

I authorize the HRDC Agent to release information as requested in Part B to the Government of Nunavut.

Date

Signature of Employee

B. HRDC AGENT:

Employee has qualified for Employment Insurance benefits: yes _____ or no _____

Weekly rate of benefit: \$ _____ No. of benefit weeks: _____

Waiting period commence (dd/mm/yy): _____

Benefits commence (dd/mm/yy): _____

Date

Signature of HRDC Agent

Return to:



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ATTACHMENT D

**SUPPLEMENTARY EMPLOYMENT BENEFIT PLAN
SYSTEM INFORMATION**

NAME:

SIN:

PAYROLL

NUMBER:

Maternity Leave _____ Adoption Leave _____

Status: NEU _____
NTA _____
Excluded/Management _____

Pay this employee his/her entitlement under Article _____ of the
_____ Collective Agreement/Handbook.

Maternity Leave SUB Plan is considered to be a benefit. Therefore, employees using this benefit have already taken in excess of five days of leave without pay.

Effective (date) _____, pay this employee _____% of his/her weekly rate of pay (\$_____) for 2 weeks followed by _____% of his/her weekly rate of pay less the benefit received from CEC (\$_____) for the following _____ weeks (maximum 15) ending on (date)_____.

Please ensure this information is all entered into the payroll system.

Date

Completed By

Date

Completed By

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PUBLIC SERVICE LEAVE

PURPOSE

1. The Government allows employees to take time off from work to serve as members of community councils, public boards and committees.

APPLICATION

2. These guidelines and procedures apply to all employees.

PROVISIONS

3. Public service leave is limited to 15 days per fiscal year per employee. Employees do not earn credits.
4. Public service leave will be granted only where operational requirements permit the employee's absence.
5. All employees, other than those on a leave of absence without pay or under suspension, will be granted leave with pay:
 - To serve as a Justice of the Peace;
 - To serve as a coroner, or;
 - To participate in a public inquiry
6. An employee may be granted leave with or without pay to do public service work which is in the interests of the Government and of Nunavut. This is limited to the following activities:
 - Serving on a government board, such as the Workers Compensation Board, the Liquor Licensing Board or the Nunavut Literacy Council;
 - Serving on a co-management board or other Institute of Public Government board established under the *Nunavut Land Claims Agreement*;
 - Serving on a municipal council or committee;
 - Participating in federal/territorial/municipal consultation bodies
 - Participating in firefighting and search and rescue training And missions
 - Attending a course in civil defense training including Canadian Ranger exercises, training and missions.

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Firefighting and Civil Air Search and Rescue (CASAR)

7. Leave with no charge against credits is given to employees who are firefighters or part of CASAR, and must respond to an emergency. This is in accordance with the emergency leave provisions of recognized Collective Agreements. Up to five (5) days per fiscal year may be granted to employees who are taking firefighting and CASAR training.
 - I. Employees of the NTA may be granted leave for military or civil defence training and emergencies affecting the community or place of work.
 - II. In the case of immediate emergencies, leave requests may be completed once the employee has returned to work.
8. Travel time required to participate in a function approved for public service leave is included in the public service leave entitlement. This applies when an employee must travel between the normal place of work and the destination.
9. Public service leave may be granted with or without pay depending upon the circumstances:
 - I. Where the employee will receive an honorarium equal to or greater than the daily rate of pay, leave is granted without pay;
 - II. Where the employee is entitled to an honorarium which is less than the daily rate of pay, leave will be granted with pay, but the employee must relinquish the entitlement to any honorarium;
 - III. Where an honorarium is not received, leave is granted with full pay;
10. An employee submits a request for public service leave and the senior manager approves or denies the request.
11. Where leave is granted without pay, a copy of the senior manager's approval is sent to the Compensation and Benefits Division to ensure that the appropriate pay action is initiated.

	
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AUTHORITIES AND REFERENCES

12. Main Collective Agreement with the NEU
Article 21.02 Public Service Leave
13. Collective Agreement with the NTA
Article 15.02 Public Service Leave
14. Senior Managers' and Excluded Employees' Handbooks
Public Service Leave

CONTACTS

15. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut**

or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut**

	
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SPECIAL LEAVE

PURPOSE

1. The Government of Nunavut realizes that employees may require time off in unusual circumstances. Special leave may be granted in some of these cases.

APPLICATION

2. These guidelines apply to all employees.

DEFINITIONS

3. **Immediate family** means an employee's father, mother, **(or alternately stepfather or stepmother)**, brother, sister, spouse, common-law spouse, child, step-child, foster child, father-in-law, mother-in-law, **brother-in-law, sister-in-law**, grandmother, grandfather **grandchild** and any other relative permanently residing in the employee's household or with whom the employee presently resides.
 - For employees in the NTA bargaining unit, this definition also includes daughter-in-law and son-in-law.

PROVISIONS

4. Special leave shall be approved in the following cases:
 - Up to five consecutive days for the death of an immediate family member.
 - Up to five consecutive days on the occasion of an employee's marriage for NEU bargaining unit, excluded and management employees.
 - Two days for an employee's wedding for NTA bargaining unit employees.
 - Three days for the birth of the employee's child or adoption of a child for NEU bargaining unit, excluded and management employees.
 - Two days for the adoption or birth of a child for NTA bargaining unit employees.
 - One day of special leave to be taken at the employee's discretion.



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- For all employees with the exception of NTA bargaining unit staff, two days may be taken after notification of a death in the immediate family and where the employee does not attend the funeral.
 - Three days to attend the funeral of the employee's brother-in-law, sister-in-law for NTA bargaining unit members.
5. Special leave may also be approved for up to 5 days (unless otherwise stated):
- Where a member of the immediate family requires surgery or becomes ill (not including normal childbirth) and the employee is required to care for his/her dependents or the sick person;
 - Where a member of the immediate family residing outside the employee's community of residence becomes seriously ill;
 - death of an employee's son-in-law, daughter-in-law, (NEU, excluded and management employees only);
 - serious domestic or household emergencies (normally, only one day for cases such as pipes freezing, furnace going out, or babysitter cancelling with less than 48 hours notice);
 - transportation tie-ups caused by weather (for teachers, this must be a general transportation tie-up);
 - quarantine, subject to orders on a medical certificate and available credits;
 - In the case of an employee being the escort for a member of his/her immediate family, for non-elective medical evacuation only. Travel time will not be granted for this escort duty.
 - In the case of an employee who is required to appear to write a citizenship test and/or to attend a citizenship ceremony in recognition of being provided a citizenship certificate from Citizenship & Immigration Canada.
6. Teachers have the following additional special leave provisions:
- two days for a teacher's graduation, the wedding of the teacher's child, or the graduation of a teacher's spouse or child;
 - time to attend divorce, separation, custody or adoption proceedings before a court of law as a party to such an action;
7. Special leave does not apply in the following circumstances:
- taking care of damaged property outside the community of employment;



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- being stranded due to mechanical problems with car, snowmobile, boat, etc.;
 - death of anyone other than immediate family, the employee's grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law (NEU, excluded and management employees only);
 - re-affirmation of marriage vows;
 - moving residences;
 - attendance at drug/alcohol rehabilitation programs;
 - babysitting problems where there has been at least 48 hours advance notice;
 - babysitting for friends or family who are out of town;
 - taking relatives to the airport;
 - presenting or attending courses that are not job related or of general value to the public service.
8. In regards to babysitting problems, generally 48 hours is reasonable notice. The amount of notice considered reasonable may vary depending on the daycare facilities available in the community. The Department of Education can provide a listing of registered day care facilities. If daycare facilities are not available, employees should ask their spouse, relatives, friends, or private babysitters (i.e., those used by co-workers). Special leave is to be a last resort in these situations. In exceptional circumstances more than one day of special leave may be granted.
9. If an employee is taking a high amount of special leave to care for sick children, managers should suggest that this responsibility be shared with the spouse and require medical certificates for sick children.
10. Supporting documentation should accompany special leave requests. For example, death certificates, medical certificates for sick children, or letters advising the employee of civil defence courses, etc.
11. Special leave credits up to five (5) days can be advanced to employees who have insufficient credits. This is at the discretion of management and should only be considered in situations where special leave would normally be granted.
12. Special leave for more than five days can be granted by deputy heads in exceptional circumstances.
13. The employee fills out an application for special leave, which indicates the reason for the leave.

	
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14. The leave application is submitted to the employee's supervisor for review.
15. If the supervisor is unsure if the special leave is appropriate, a ruling should be obtained from the Director of Employee Relations.
16. If special leave is applicable, it is approved by the appropriate person with approval authority (normally deputy head or senior manager).

AUTHORITIES AND REFERENCES

17. Public Service Regulations
Sections 30-32, Special Leave
18. Collective Agreement with the NEU
Article 19, Special Leave
19. Collective Agreement with the NTA
Article 13, Special Leave
20. Senior Managers' Handbook
Special Leave
21. Excluded Employees' Handbook
Special Leave

CONTACTS

22. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut**

or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut**

	
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OTHER LEAVE WITH PAY

PURPOSE

1. A Deputy Head may grant an employee leave with pay for other types of leave.

APPLICATION

2. These guidelines and procedures apply to all employees.

PROVISIONS

3. Applications for leave with pay may be approved for the following:
 - court leave;
 - leave to lecture in a field of employment;
 - Union business;
 - sporting events; or
 - firefighting and Civil Air Search and Rescue (CASAR).
4. Other than court leave, leave with pay will be granted only where operational requirements permit the employee's absence.
5. The Employer assumes no responsibility for any expenses incurred by the employee while on leave with pay.

PROCEDURES

6. An employee requests in writing leave with pay with attached supporting documentation to the leave application (i.e. subpoena, summons, registration documents for sporting events).
7. Leave with pay may not be taken unless authorized in advance by the Deputy Head.
8. The Deputy Head approves or denies the leave with pay request.

 <p style="text-align: center;">LEAVE</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Other Leave With Pay</p>	<p style="text-align: center;">Section 1312</p>

Court Leave

9. Leave of absence with pay without any charge against leave credits is given to every employee who is required for the following reasons:
- a) to serve on a jury; or
 - b) to attend, on subpoena or summons, as a witness in any proceeding held:
 - in or under the authority of a court of justice or before a grand jury;
 - before a court, judge, justice, magistrate, or coroner;
 - before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, other than in the performance of duties of the employee's position;
 - before the Executive Council or Legislative Assembly or any committee that is authorized by law to compel the attendance of witnesses before it;
 - before an arbitrator, umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

Leave to Lecture in a Field of Employment

10. The Deputy Head may grant leave with pay with no charge against leave credits to an employee who is invited to give courses or lectures on matters related to the employee's field of employment or to take part in seminars or conventions pertaining and related to employment.

NTA/NEU Business

11. Where operational requirements permit, employees who are representatives of the Nunavut Teachers Association (NTA) shall be granted reasonable time off with pay to attend to association or union business.
12. Upon reasonable notification, employees who are representatives for the Nunavut Employees Union (NEU), shall be granted reasonable time off with pay to attend to association or union business.

 <p style="text-align: center;">LEAVE</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Other Leave With Pay</p>	<p style="text-align: center;">Section 1312</p>

13. Time off with pay shall be provided to NTA or NEU representatives for the following purposes:
- to attend arbitration hearings or mediations dealing with disputes or grievances on behalf of the association;
 - to be a member of an association or union bargaining team during contract negotiations;
 - to attend meetings between association or union and management representatives.
14. In all other circumstances, time off for NTA or NEU business is leave without pay and requires the Deputy Head's prior approval.

Sporting Events

15. Employees are generally expected to take part in social, sport or recreational activities on their own time. Except as specified below, there are no provisions for granting leave with pay for such activities, unless the employee requests annual leave. Leave without pay may also be granted.
16. The Government actively supports and encourages participation in the following sporting events:
- Arctic Winter Games;
 - Canada Summer Games;
 - Canada Winter Games; and
 - North American Indigenous Games.
17. Employees may be granted leave with pay with no charge against leave credits up to a maximum of eight (8) working days per year to attend preliminary trials and any one session of the Games, where operational requirements permit the employee's absence.

 <p style="text-align: center;">LEAVE</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Other Leave With Pay</p>	<p style="text-align: center;">Section 1312</p>

18. To be eligible for leave with pay, employees must be participating in the Games as:
- Athletes or others officially designated as coaches, managers or head officials
 - Participants of the performing arts (e.g., musician, storyteller, actor/actress)
 - Participants demonstrating traditional art or craft
 - Nunavut Mission staff
 - Official Committee Chairs
19. Employees needing additional leave to take part in such games must either use annual leave or apply for leave without pay.
20. When applying for leave with pay, the employee will provide the following:
- The event(s) in which the employee is participating
 - The location(s) and date(s) of the event(s)
 - Supporting documentation from the event organizers, such as confirmation of registration, as well as letters of participation or appointment from the Nunavut organizing committee.
21. Due to the nature of casual employment, operational requirements do not permit casual employees to take this leave.

Firefighting and Civil Air Search and Rescue (CASAR)

22. Leave with no charge against credits is given to employees who are firefighters or part of CASAR, and must respond to an emergency. This is in accordance with the emergency leave provisions of recognized Collective Agreements. Up to five (5) days per fiscal year may be granted to employees who are taking firefighting and CASAR training.
23. Employees of the NTA may be granted leave for military or civil defence training and emergencies affecting the community or place of work.
24. In the case of immediate emergencies, leave requests may be completed once the employee has returned to work.

 <p style="text-align: center;">LEAVE</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Other Leave With Pay</p>	<p style="text-align: center;">Section 1312</p>

AUTHORITIES AND REFERENCES

25. Public Service Regulations
Section 35, Court Leave
26. Main Collective Agreement with the NEU
Article 21.01, Court Leave
Article 11, Time off for union business
27. Collective Agreement with the NTA
Article 9 Time Off For Federation Business
Article 15.01, Court Leave
Article 15.08, Pedagogic Leave
Article 15.11, Leave for Other Purposes
28. Senior Managers' Handbook
Court Leave
29. Excluded Employees' Handbook
Court Leave

CONTACTS

30. For further information or clarification, please contact:

Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211

or

Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881

	LEAVE	Human Resource Manual
	Time Off With Pay	Section 1313

TIME OFF WITH PAY

PURPOSE

1. Under special circumstances employees are entitled to time off with pay without having to complete an application for leave and there is no charge against leave credits.

APPLICATION

2. These guidelines and procedures apply to all employees.

PROVISIONS

3. Time off is administered in accordance with the provisions set out in the specific authorities in the following situations:
 - voting in elections;
 - employment interviews in the Nunavut public service;
 - rest periods;
 - wash-up time; and
 - jury duty

Voting in Elections

4. Time off for voting is provided to employees eligible to vote in a federal, territorial or municipal election.
 - (1) Federal Elections and Referenda: Under the provisions of the *Canada Elections Act*, employers shall provide employees eligible to vote in a federal election with time off so as to allow for three consecutive hours to vote during the hours the polls are open.
 - (2) Territorial/Provincial Elections: Under the provisions of the *Nunavut Elections Act*, employees eligible to vote in a territorial election shall be granted time off so as to allow for three consecutive hours to vote during the hours the polls are open. Employees eligible to vote in a provincial election, by virtue of their work location, shall be governed by the provisions of the applicable provincial statute.
 - (3) Municipal Elections: The Minister responsible for the *Public Service Act* may provide eligible employees time off to vote in municipal elections.

	
LEAVE	Human Resource Manual
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- (4) Nunavut Land Claim Organization Elections: The Minister responsible for the *Public Service Act* may provide eligible employees time off to vote in elections for Nunavut Land Claim Organizations, including: Nunavut Tunngavik Incorporated, Qikiqtani Inuit Association, Kivalliq Inuit Association, and the Kitikmeot Inuit Association.

Notification

5. The Deputy Minister of the Department of Finance notifies employees of dates and times for voting.

Personnel Selection Process

6. An employee who is a candidate for a position in the public service, or an employee on lay-off notice who is being interviewed by a prospective Employer, shall be granted leave of absence with pay. The leave will be for the period during which the employee's presence is required for such purposes and includes reasonable travel time.
7. Employees notify their supervisor when requested to participate in the selection process.

Rest Periods

8. Employees are entitled to a 15-minute rest period in every four or three and one-half consecutive hours worked. Scheduling of the rest period is subject to the supervisor's approval.

Wash-Up Time

9. Employees in labour and trades are allowed ten minutes to wash-up at the end of their shift. This may be extended in unusual circumstances to 15 minutes by the supervisor.

Jury Duty

10. Employees required for serving as jurors in the Nunavut Court of Justice shall be granted a leave of absence with pay.
11. Employees notify their supervisor when requested to participate in jury duty.

	
LEAVE Time Off With Pay	Human Resource Manual Section 1313

AUTHORITIES

12. **Public Service Act**
13. **Nunavut Elections Act**
Section 10 (1)
14. **Canada Elections Act**
Section 132 (1)

CONTACTS

15. For further information or clarification, please contact:

Director, Employee Relations and Job Evaluation
 Department of Finance
 Iqaluit, Nunavut
 975-6211

or

Director, Compensation and Benefits
 Department of Finance
 Iqaluit, Nunavut
 975-5847

 <p style="text-align: center;">LEAVE</p>	<p style="text-align: center;">Human Resources Manual</p>
<p style="text-align: center;">Leave Without Pay</p>	<p style="text-align: center;">Section 1314</p>

LEAVE WITHOUT PAY

PURPOSE

1. The Government of Nunavut recognizes that employees may require leave without pay. Granting leave without pay may be beneficial to the employee and to the Government.

APPLICATION

2. These guidelines and procedures apply to all employees.

PROVISIONS

3. Leave without pay may be approved in the following circumstances:
 - (1) an employee does not have enough leave credits;
 - (2) an employee wants to extend time off after maternity or adoption leave;
 - (3) an employee wants leave for educational purposes and is unable to obtain education leave;
 - (4) an employee wants to take time off to work for another employer;
 - (5) an employee's spouse's position is permanently relocated or the spouse has accepted an appointment to another position outside of the employee's headquarters area; and
 - (6) Subject to operational requirements, leave without pay may be granted on very short notice, to a maximum of two (2) days per year to an employee in order to meet traditional hunting, fishing or harvesting pursuits. Such leave shall not be unreasonably withheld.
 - (7) other circumstances which may be of benefit to the public service.

- 4, Leave without pay under six (6) months is approved by the senior manager of departments, boards and agencies. Leave without pay over six (6) months is approved by the deputy head of departments, boards and agencies

 <p style="text-align: center;">LEAVE</p>	<p style="text-align: center;">Human Resources Manual</p>
<p style="text-align: center;">Leave Without Pay</p>	<p style="text-align: center;">Section 1314</p>

5. Leave without pay due to the permanent relocation of a spouse is for a maximum of one year. The intent of the leave is to allow the employee to maintain their employee status when the spouse is relocated within Nunavut.
6. You are not required to keep a position open for an employee during a period of leave without pay that is greater than three (3) months. You are however required to provide them, upon return, with an equivalent position. This does not apply to Relocation of Spouse Leave.
7. Employees who go on leave without pay must prepay premiums for the Public Service Health Care Plan. Excluded employees and managers must prepay premiums for the Public Service Management Insurance Plan.
8. The amount of Superannuation contributions owing for the period of leave without pay is deducted from the employees' pay cheque. Recoveries are deducted in equal amounts and extended, over twice the length of time, as the period of leave taken without pay.
9. Depending on the reasons for the leave and the duration, employees may have to pay the employee's and the employer's share of the insurance premiums and superannuation contributions.
10. The employee submits an application for leave.
11. The supervisor reviews the application to determine if leave without pay is appropriate. The supervisor will approve/deny the application or make a recommendation to the proper authority and forward the request.
12. When leave without pay is approved, the employee is advised to contact Compensation and Benefits, to discuss their benefit options.

AUTHORITIES AND REFERENCES

13. Public Service Regulations
Section 39, Leave without Pay
14. Superannuation Administration Manual
Chapter 2, Section 2.6
15. Main Collective Agreement with NEU
Article 21.07, Leave Without Pay for Relocation of Spouse
16. Collective Agreement with the NTA

 <p style="text-align: center;">LEAVE</p>	<p style="text-align: center;">Human Resources Manual</p>
<p style="text-align: center;">Leave Without Pay</p>	<p style="text-align: center;">Section 1314</p>

Article 15.09 (2), Leave to Work for Another Employer

17. Senior Managers' Handbook
Short Term Leave for Training Purposes
18. Excluded Employees' Handbook
Short Term Leave for Training Purposes
Maternity/Adoption Leave
19. Insurance Administration Manual
Chapter 3, Section 9, Disability Insurance
Chapter 4, Section 18, Long Term Disability Insurance
Chapter 2, Section 13, Public Service Health Care Plan
Chapter 4, Section 17&18, Public Service Management Insurance Plan

CONTACTS

20. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut**

or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut**

 <p style="text-align: center;">LEAVE</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Optional Leave/Voluntary Unpaid Leave</p>	<p style="text-align: center;">Section 1315</p>

Optional Leave/Voluntary Unpaid Leave

PURPOSE

1. This section defines the provisions of the Optional Leave/Voluntary Unpaid Leave Program that allows employees to take additional self funded paid leave during the fiscal year.

APPLICATION

2. These guidelines and procedures apply to all employees except those in the NTA bargaining unit.

DEFINITIONS

3. **Optional Leave** means the voluntary program available to managerial and excluded employees who are eligible to accumulate and use an extra five days paid leave in a fiscal year through payroll deductions.
4. **Voluntary Unpaid Leave** means the voluntary program available to employees in the NEU bargaining unit who are eligible to accumulate and use an extra five days paid leave in a fiscal year through payroll deductions.

PROVISIONS

5. Participation in the programs will require an ongoing payroll deduction of 1.92% of regular salary for a complete fiscal year. This will allow the employee to take an additional five days of leave with pay during the fiscal year in which the leave is accumulated.
6. All employees eligible for the programs will be given the option of participating.
7. Once an employee has decided to participate in the program, he/she will not have the opportunity to change the option until the next fiscal year. Employees who do decide to change their option must provide a written notice to Compensation and Benefits at least four (4) weeks before the commencement of the Government's fiscal year beginning April 1.
8. All participating employees on strength at the beginning of each fiscal year will receive an advance credit of five (5) days of leave to be used throughout the fiscal year.

 <p style="text-align: center;">LEAVE</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Optional Leave/Voluntary Unpaid Leave</p>	<p style="text-align: center;">Section 1315</p>

9. Employees hired part way through the fiscal year will be given the opportunity to participate in the programs and they will be provided with leave equivalent to the amount of deductions taken from their salaries.
10. Granting of leave will be subject to operational requirements being met to the satisfaction of the Deputy Head or the designate.
11. Any employee who terminates employment with paid unused leave credits from these programs will be reimbursed the full amount deducted from salary. Leave used but not yet paid through payroll deductions will be recovered from final pay.
12. Unused leave credits from these programs will be paid out at the end of the fiscal year.
13. The Deputy Head or designate may decide to require employees to take earned vacation leave before paid leave from these programs are approved.

AUTHORITIES AND REFERENCES

14. Main Collective Agreement with NEU
Article 18.11 – Voluntary Unpaid Leave
15. Senior Managers' Handbook
Leave
16. Excluded Employee's Handbook
Leave

 LEAVE	Human Resource Manual
Optional Leave/Voluntary Unpaid Leave	Section 1315

CONTACTS

17. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5811**

 <p style="text-align: center;">LEAVE</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Deferred Salary Leave</p>	<p style="text-align: center;">Section 1316</p>

DEFERRED SALARY LEAVE

PURPOSE

1. The deferred salary leave plan has been developed to afford employees the opportunity to take leave from the public service and to finance this leave through a deferral of salary in previous years.

APPLICATION

2. These guidelines and procedures apply to all indeterminate employees.
3. Employees, except teachers who must have a minimum of four (4) years continuous service with the GN, are eligible to apply at any time.

PROVISIONS

4. Participating employees agree to defer a portion of their salary for four (4) consecutive years, and the employer agrees to grant the employee leave in the fifth (5th) year and use the amounts deferred in the previous four(4) years to pay the employee's salary in the year of the leave.
5. Only employees of the NEU and excluded employees can choose to have a portion of their salary deferred over a period of four and one half (4½) years, followed by six (6) months leave.
6. Participation in the plan is subject to operational requirements.
7. During the period of leave, employees may engage in whatever activities they wish, other than taking employment in the public service of the Government. Such employment effectively terminates the leave, voids the self-funded leave plan and has income tax implications.
8. The individual plan for each participating employee is a six (6) year period consisting of the following:
 - The first four (4) consecutive years during which the employee draws 80% of salary earned in each of the four (4) years and defers the remaining 20%.
 - The fifth (5th)consecutive year in which the employee takes the leave, and is paid from the amounts deferred above.

 <p style="text-align: center;">LEAVE</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Deferred Salary Leave</p>	<p style="text-align: center;">Section 1316</p>

- The sixth (6th) consecutive year in which the employee returns to employment with the public service of Nunavut for a minimum of one (1) year. Teachers return to the Education Region they are employed with and teach for a minimum of one (1) year.

Or, employees of the NEU and excluded employees only can choose:

- The first four and one half (4½) consecutive years during which the employee draws 90% of salary and defers the remaining 10%.
 - The remaining six (6) months of the fifth (5th) consecutive year in which the employee takes the leave, and is paid from the amounts deferred above.
 - The first six (6) months of the sixth (6th) consecutive year in which the employee returns to employment with the public service of Nunavut for a minimum of six (6) months.
9. Participation can begin at any time during the year for senior managers, employees of the NEU or excluded employees. Participation for teachers begins only at the beginning of a school year.
 10. There is no maximum number of senior managers, employees of the NEU or excluded employees allowed to enter the plan. The number of teachers entering the plan each year is determined by the Executive Director of Regional School Operations with consideration given to operational requirements.
 11. Deputy Heads must ensure that approved leave does not impair the future operation of their department, board or agency.
 12. Employees must make written application to their Deputy Head. Applications should state the proposed start of the salary deferral and the proposed period of leave. In the case of teachers the application must be made by January 15th to enter the plan in the upcoming school year.
 13. The Deputy Head will review the application and the requirements of the Department and notify the employee's manager/principal and the Compensation and Benefits Division of Finance at least six (6) weeks prior to the start of salary deferral.

 <p style="text-align: center;">LEAVE</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Deferred Salary Leave</p>	<p style="text-align: center;">Section 1316</p>

14. Each participant will sign an agreement covering the details of the plan. Attachment "A" is for senior managers, excluded employees and employees of the NEU requesting one (1) year leave. Attachment "B" is for teachers. Attachment "C" is for excluded employees or employees of the NEU requesting a six (6) month leave.
15. The salary deferred will be placed in a trust fund by the Government and any returns on the investment of the trust will be used to pay the participant during the period of leave.
 - The money held in trust will be pooled with other Government funds and the employee will be credited with the average rate of return on those funds.
 - Investments will be restricted to those eligible under section 57(1) of the *Financial Administration Act*.
 - A statement of the individual's account will be provided to each participant at the anniversary of the plan. Each year T-5's will be produced showing the taxable income from the funds.
16. During the period of leave no loans, subsidiaries, allowances or salary will be made to the employee, except the money that was deferred on behalf of the participant.
17. Income tax will be deducted in accordance with the provisions of the *Income Tax Act* and its Regulations.
18. During the deferral period of the Plan, the Employer shall provide employee benefits at a level equivalent to 100% of salary. Benefits and premium recoveries for the year of leave will be governed by the rules for Leave without Pay. All benefits cease except Public Service Health Care Plan, Superannuation, Supplementary and Public Service Management Insurance Plan death benefit, disability insurance, and dental coverage. Premiums for these plans are in accordance with rules of providing these benefits to an employee while on LWOP. Arrangements can be made to have deductions from pay for some of these benefits. Employees should discuss these plans with their benefits administrator.
19. Upon return from leave, the department will place the employee in either their former position or an agreed upon equivalent position.

 <p style="text-align: center;">LEAVE</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Deferred Salary Leave</p>	<p style="text-align: center;">Section 1316</p>

20. In the case of returning senior managers, they will not be entitled to a merit increase based on the period of leave.
21. The Employer shall cancel participation in the plan and shall refund, within 60 days, the total of the deferred salary plus earnings from the plan, if:
 - the employee dies or has been dismissed; or
 - the employee has resigned from the Public Service of Nunavut.
22. Where operational requirements would not be met if the employee proceeded on leave, or where exceptional changes in personal circumstances make the leave unfeasible, the Employer will give the employee the choice of the following:
 - withdrawing from the Plan and taking a refund of the total in the deferred salary account; or
 - deferring the year of leave to the sixth (6th) or seventh (7th) consecutive year or some other mutually agreeable date.
23. Upon withdrawal from the plan the total in the account will be repaid to the employee within 60 days of the notification of withdrawal.

AUTHORITIES AND REFERENCES

24. Main Collective Agreement with the NEU
Article 44, Deferred Salary Leave Plan
25. Excluded Employees' Handbook
Leave
26. Senior Managers' Handbook
Deferred Salary Leave Plan

	
LEAVE Deferred Salary Leave	Human Resource Manual Section 1316

CONTACTS

27. For further information or clarification, please contact:

Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881



LEAVE
Deferred Salary Leave

Human Resource Manual
Section 1316

Attachment "A"

DEFERRED SALARY LEAVE AGREEMENT – 1 year leave

Name: _____

Dept: _____ Division: _____

SIN: _____ Employee Number: _____

I have read the Terms and Conditions of the deferred salary leave plan, (Human Resource Manual Section 1316), and apply to participate on the following basis:

1. Enrolment Date
My requested enrolment in the Plan shall be _____
2. I request Deferred Salary Leave for a one year period commencing _____
These dates should be confirmed within three months of proceeding on Leave.
3. In accordance with HRM 1316, 20% of my salary will be deferred for each of four years and used to fund the Leave granted under 2. (above).
4. I understand that I cannot accept any other employment with the Public Service during the period of my leave.
5. I agree to return to the Public Service of the Government of Nunavut for a period of one year following my leave.

Date

Employee

I approve the application for Salary Deferral and Leave as applied for above, and agree to return the applicant to their current or equivalent position following leave.

Date

Deputy Minister (employing department)

Department



LEAVE
Deferred Salary Leave

Human Resource Manual
Section 1316

Attachment "B"

DEFERRED SALARY LEAVE AGREEMENT FOR TEACHERS

Name: _____

School: _____ Region: _____

SIN: _____ Employee Number: _____

I have read the Terms and Conditions of deferred salary leave plan, (Human Resource Manual Section 1316), and apply to participate on the following basis:

1. Enrolment Date
My enrolment in the Plan shall become effective commencing the 20___/20___ school year.
2. I request Deferred Salary Leave for the _____ school year. These dates should be confirmed by April 15th in the year of the Leave.
3. In accordance with HRM 1316, 20% of my salary will be deferred for each of four years and used to fund the Leave granted under 2. (above).
4. I understand that I cannot accept any other employment with the Public Service during the period of my leave.
5. I agree to return to the _____ Region for a period of one year following my leave.

Date

Employee's signature

I approve the application for Salary Deferral and Leave as applied for above, and agree to return the applicant to their current or equivalent position following leave.

Date

Executive Director

Regional School Operations



LEAVE
Deferred Salary Leave

Human Resource Manual
Section 1316

Attachment "C"

DEFERRED SALARY LEAVE AGREEMENT – 6 month leave

Name: _____

Dept: _____ Division: _____

SIN: _____ Employee Number: _____

I have read the Terms and Conditions of deferred salary leave plan, (Human Resource Manual Section 1316), and apply to participate on the following basis:

1. Enrolment Date
My requested enrolment in the Plan shall be _____
2. I request Deferred Salary Leave for a six-month period commencing _____
These dates should be confirmed within three months of proceeding on Leave.
3. In accordance with HRM 1316, 10% of my salary will be deferred for each of four and one half years and used to fund the Leave granted under 2. (above).
4. I understand that I cannot accept any other employment with the Public Service during the period of my leave.
5. I agree to return to the Public Service of the Government of Nunavut for a period of six months following my leave.

Date

Employee

I approve the application for Salary Deferral and Leave as applied for above, and agree to return the applicant to their current or equivalent position following leave.

Date

Deputy Minister (employing department)

Department

 <p style="text-align: center;">LEAVE</p>	<p style="text-align: center;">Human Resources Manual</p>
<p style="text-align: center;">Leave - Compassionate Care</p>	<p style="text-align: center;">Section 1317</p>

COMPASSIONATE CARE LEAVE

PURPOSE

1. Compassionate care leave provides employees the opportunity to balance their work and family life by taking reasonable unpaid leave for certain reasons.

APPLICATION

2. These guidelines and procedures apply to indeterminate employees who are entitled to compassionate care leave – a leave of absence from employment up to eight (8) weeks without pay to provide care or support to a family member.

DEFINITIONS

3. **Family member** in relation to an employee means:
 - i. A spouse or common-law partner of the employee;
 - ii. A child of the employee or a child of the employee’s spouse or common-law partner;
 - iii. A parent of the employee or a spouse or common-law partner of the parent; or
 - iv. Any other person who is a member of a class of persons prescribed for the purposes of this definition “family member” in accordance with the Employment Insurance Act.

4. **Qualified medical practitioner** means a person who is entitled to practice medicine under the laws of the jurisdiction in which care or treatment of the family member is provided.

 <p style="text-align: center;">LEAVE</p>	<p style="text-align: center;">Human Resources Manual</p>
<p style="text-align: center;">Leave - Compassionate Care</p>	<p style="text-align: center;">Section 1317</p>

PROVISIONS

5. Employees will be required to provide a medical certificate from a qualified medical practitioner supporting the leave period request. A certificate from another medical practitioner, such as a nurse practitioner, will be acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.
6. The medical certificate will confirm that the member of the family is gravely ill with a significant risk of death within 26 weeks (6 months) and that require the care of one or more family members is required to:
 - Provide from psychological comfort or emotional support;
 - Arrange for care provided by a third party provider (e.g. A health care professional); or
 - Directly provide or participate in the care.
7. Employees requesting compassionate care leave will be required to complete a compassionate care leave form co-coordinated by the Compensation & Benefits Division, Department of Finance (refer to Appendix E) and provide confirmation that they qualify for Employment Insurance benefits along with a medical certificate from a qualified medical practitioner supporting the leave period request.
8. An employee shall notify the Employer, in writing, of the commencement date of the leave. Normally an employee is expected to provide a notice of an intention to take a compassionate care leave without pay not less than thirty (30) days before leave is to begin. Approval for a shorter notice period will be subject to prior approval by the deputy head.
9. Compassionate care leave without pay not exceeding more than eight (8) weeks may be shared by two or more employees of the same family working within the GN.
10. The employee shall not combine compassionate care leave with any of the other leave entitlements normally available.
11. Any designated paid holiday occurring during the compassionate care leave period shall be considered leave without pay.

 <p style="text-align: center;">LEAVE</p>	<p style="text-align: center;">Human Resources Manual</p>
<p style="text-align: center;">Leave - Compassionate Care</p>	<p style="text-align: center;">Section 1317</p>

12. An employee approved for compassionate care leave will not have their position offered to another employee unless the employer offers the employee an alternative equivalent position in the same community.
13. The employer will not dismiss, suspend, lay-off, demote or discipline an employee because he/she has applied and been granted compassionate care leave of absence.

AUTHORITIES AND REFERENCES

14. Public Service Regulations
Section 30-32, Special Leave
15. Main Collective Agreement with NEU
Article 19, Special Leave Credits
16. Collective Agreement with NTA
Article 15, Other Types of Leave
17. Senior Managers' Handbook
Compassionate Care Leave
18. Excluded Employees' Handbook
Compassionate Care Leave

CONTACTS

19. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut**

or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut**

	
LEAVE	Human Resource Manual
Holidays	Section 1318

HOLIDAYS

PURPOSE

1. Employees are entitled to time off with pay without having to complete an application for leave in relation to Statutory Holidays, Civic Holidays, and other special occasions as declared by the Minister responsible for the Public Service Act.

APPLICATION

2. These guidelines and procedures apply to all public service employees.

PROVISIONS

3. Time off is administered in accordance with the provisions set out in the specific authorities in the following situations:
 - statutory holidays;
 - civic holidays; and
 - special occasions.

Notification

4. The Deputy Minister of the Department of Finance notifies employees of holidays and for special occasions.

Statutory Holidays

5. The days to be observed as paid holidays for employees are:
 - New Year's Day,
 - Good Friday,
 - Easter Monday,
 - Victoria Day,
 - Canada Day,
 - Nunavut Day,
 - The first Monday in August,
 - Labour Day,
 - Thanksgiving Day,
 - Remembrance Day,

	
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- Christmas Day,
- Boxing Day, and
- Any other day fixed by order of the Minister as a holiday for all or any part of the public service is a holiday for the public service or for that part of the public service, as the case may be.

Overtime for Statutory Holidays

6. Any employee, other than a senior manager or a counsel employed by the Department of Justice, who is required to work during a statutory holiday due to operational requirements, as part of their regularly scheduled hours of duty, shall be paid in addition to the pay that would have been granted had they not worked as follows:
 - (1) One and one half (1 ½) times their hourly rate for up to a maximum of seven and one half (7 ½) hours worked or;
 - (2) An equivalent combination of cash and a day of leave at a later date convenient to both the employee and employer.
7. Staff normally scheduled to work after 5:00 p.m. will be entitled to receive regular pay at their regular hourly rate.

Application of Statutory Holidays for NTA Bargaining Unit

8. These days are not scheduled as part of the school year for employees in the NTA Bargaining Unit and the noted provisions outlined above for Statutory Holidays do not apply.

Civic Holidays

9. Municipalities in Nunavut may declare a civic holiday to celebrate various occasions, such as the return of the sun, or such as Toonik Tyme in Iqaluit. Such events are declared under the *Hamlets Act* where a council may, by by-law, declare one day a year to be a civic holiday.
10. In observance of civic holidays Government of Nunavut Employees will be granted one half (½) day per year, scheduled in the afternoon to partake in community events.

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<p style="text-align: center;">Holidays</p>	<p style="text-align: center;">Section 1318</p>

Overtime for Civic Holidays

11. Any employee, other than a senior manager or a counsel employed by the Department of Justice, who is required to work during a civic holiday due to operational requirements, as part of their regularly scheduled hours of duty, shall be paid in addition to the pay that would have been granted had they not worked as follows:
 - (1) For Civic Holidays, one and one half (1 ½) times their hourly rate for up to a maximum of four (4) hours worked.
12. Staff normally scheduled to work after 5:00 p.m. will be entitled to receive regular pay at their regular hourly rate.
13. Employees away from their regular workplace on approved duty travel will not be eligible for overtime compensation as they will not be able to participate in the activities.
14. Employees who are on approved leave or do not attend work during the morning prior to civic leave will be required to utilize leave credits or be placed on approved unpaid leave for the afternoon hours.

Special Occasions

15. Time off on special occasions, such as Royal Visits, is at the discretion of the Minister responsible for the Public Service Act and the conditions under which time off is granted are specified on each occasion.

Overtime for Special Occasions

16. Any employee, other than a senior manager or a counsel employed by the Department of Justice, who is required to work during a holiday or special occasion due to operational requirements, as part of their regularly scheduled hours of duty, shall be paid in addition to the pay that would have been granted had they not worked as follows:
 - (1) For Special Occasions, one and one half (1 ½) times their hourly rate for up to a maximum of seven and one half (7 ½) hours worked.

	
LEAVE Holidays	Human Resource Manual Section 1318

17. Staff normally scheduled to work after 5:00 p.m. will be entitled to receive regular pay at their regular hourly rate.

AUTHORITIES

18. **Public Service Act**
Section 35 (1), Holidays
19. **Hamlets Act**
Section 129 (b) Census and civic holiday
20. **Main Collective Agreement with NEU**
Article 15, Designated Paid Holidays
21. **Senior Managers' Handbook**
Public Service Holidays
22. **Excluded Employees' Handbook**
Public Service Holidays

CONTACTS

23. For further information or clarification, please contact:

Director, Employee Relations and Job Evaluation
 Department of Finance
 Iqaluit, Nunavut
 975-6211

or

Director Compensation and Benefits
 Department of Finance
 Iqaluit, Nunavut
 975-5847

 SALARY ADMINISTRATION	Human Resource Manual
NEU Bargaining Unit and Excluded Group	Section 1401

PAY – NEU BARGAINING UNIT AND EXCLUDED GROUP

PURPOSE

1. The rates of pay for employees in the Nunavut Employees Union (NEU) bargaining unit are determined through negotiation between the NEU and the Government. The rates of pay for employees in the excluded group are determined by the Executive Council.

APPLICATION

2. These guidelines and procedures apply to all employees in the NEU bargaining unit and employees in the excluded group of the Government.

DEFINITIONS

3. **Appointment** means the offer and acceptance of a public service position that is not a transfer or promotion.
4. **Transfer** means appointment to a new position that is not a promotion or a demotion.
5. **Promotion** means appointment to a new position with a greater maximum pay than the former position.
6. **Present Incumbent Only (PIO)** refers to the salary, that is paid exclusively to the present incumbent in a specific position, that does not match the current job evaluation and pay range of that job.
7. **Excluded Employee** means an employee who is not represented by the NEU or the Nunavut Teachers Association, as per the provisions of Section 41(1.7) of the *Public Service Act*.
8. **Excluded Group** refers to all excluded employees.

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PROVISIONS

9. Employees are entitled to a salary increase equivalent to a maximum of one increment (1 step) per year based on performance.
10. A term employee is paid a salary that is calculated as if for an indeterminate employee.
11. A part-time employee is paid based on an hourly pay rate within the pay range of the position.
12. A seasonal employee is paid a salary within the pay range of the position. The salary, quoted in a yearly amount, is paid bi-weekly for the duration of the season. (An employee who works for a season of six months receives one-half of the yearly salary over those six months).
13. The rate of pay for a re-appointed lay-off is based on whether the re-appointment is a promotion or transfer.
14. On promotion salary determination is calculated based on the following formula: the difference between step 1 and step 2 of the new pay range, added to the current salary. If a salary increment is due within 6 months of the promotion, it is granted at the time of the promotion. The candidate then receives the step nearest to but NOT less than this amount.
15. On transfer, pay does not change if the employee is moving to a position at the same pay range. If the employee is moving to a position at a lower pay range the employee shall be paid at the level in the appropriate pay range of the new position that is commensurate with the employee's qualifications and experience for the position.

Present Incumbent Only (PIO)

16. The pay for an employee with PIO status remains within the pay range at which the employee is paid until the individual leaves that position.
17. The employee continues to receive the annual and negotiated increases for the range of the position before it was re-evaluated downwards.

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18. Employees will cease to be paid at a salary higher than which the position is rated, if they unreasonably refuse a transfer or training that would put them nearer, equal to or higher than the level established for the position before it was re-evaluated. The employee will be paid in the range of rates applicable to the re-evaluated position nearest to the rate the employee was being paid in the current range.
19. Employees who accept a transfer or training that puts them in a position nearer to the position before it was re-evaluated will continue to be paid at the higher range.

Initial Appointment

- 20 A newly hired employee receives the minimum pay for the position. However:
 - (1) employees in group 5 positions are given an increment for each two years of related experience, to a maximum of Step 4;
 - (2) employees in group 3 positions are paid a salary based on education and experience;
 - (3) managers in consultation with the Staffing Division of the Department of Human Resources, may authorize new employees to be paid to a maximum of step 3;
 - (4) Deputy Heads may authorize new employees in their departments to be paid beyond Step 3.

Salary Revisions (NEU Bargaining Unit)

21. The pay grids and economic increase for employees represented by the NEU are set by negotiations between the Government and the NEU.
22. Negotiated salary revisions for employees represented by the NEU are reflected on their pay cheques as follows:
 - (1) within two months after the month the Collective Agreement is signed; or

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(2) within one month after the month of the effective date of subsequent revisions.

23. Retroactive pay revisions are actioned within three months of the signing of the Collective Agreement.
24. Employees who have earned overtime, compensation or any other extra allowances in addition to their regular pay, shall receive such remuneration in the four weeks following the day the employee submits the appropriate form.

Salary Revisions (Excluded Employees)

25. Any salary revisions are reflected on the employees' pay cheques within one month of the effective date of the revision.

Position Evaluation Revisions (Excluded and Union Employees)

26. Where a position is re-evaluated as a result of a change in duties and responsibilities and the maximum rate of pay of the new pay range exceeds the maximum rate of pay of the old pay range, the incumbent of the position will be paid at the step in the new pay range which provides him/her with an increase in salary that is nearest to but not less than the difference between Step 1 or Step 2 of the new pay range added to their current salary.
27. Upon initial appointment, the employing department in consultation with staffing sets the starting pay for the employee in accordance with either the Collective Agreement or the Terms and Conditions of Employment for the excluded group.
28. The Department of Human Resources advises the employee of the starting salary for the position through the letter of offer.
29. The Department of Human Resources issues all written authorization for pay action to implement negotiated economic increases.

 SALARY ADMINISTRATION	Human Resource Manual
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AUTHORITIES AND REFERENCES

30. Public Service Regulations
Section 16-21, Pay
31. Main Collective Agreement with NEU
Article 24, Pay
Group 4, Trades and Apprentices
Group 5, Health Care Workers
Group 6, School Year Employees
Appendix B, Pay Schedules
32. Excluded Employees' Handbooks
Salary

CONTACTS

33. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975- 6211**

or

**Director Staffing
Department of Human Resources
Iqaluit, Nunavut
975-6223**

or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**

 <p>SALARY ADMINISTRATION</p>	<p>Human Resource Manual</p>
<p>NTA Bargaining Unit – General</p>	<p>Section 1402</p>

NTA BARGAINING UNIT

PURPOSE

1. Pay grids are set by negotiations between the Government of Nunavut and the Nunavut Teachers Association (NTA).
2. The Government places teachers on the salary grid at time of hire.

APPLICATION

3. These guidelines and procedures apply to all employees represented by the NTA bargaining unit.

DEFINITIONS

4. **Teacher** is an employee who possesses a valid Nunavut Teaching Certificate and includes Classroom Teachers, Aboriginal Language and Cultural Specialists, Part-time Teachers, Grade Coordinators, Subject Coordinators, Teacher Consultants, Curriculum Specialists, Assistant Principals and Principals.
5. **Teacher Education** refers to years of post-secondary training. It must include one year of study leading to the granting of a recognized teaching certificate. It may also include successfully completed years of university study up to a maximum of six years.
6. **Level A – Aboriginal Language and Cultural Specialists certification.**
7. **Level 1 – one year of teacher education.**
8. **Level 2 – two years of teacher education.**
9. **Level 3 - three years of teacher education.**
10. **Level 4 - four years of teacher education which includes at least one degree.**
11. **Level 5 - five years of teacher education which includes at least one degree.**
12. **Level 6 - six years of teacher education which includes at least one degree.**

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13. A year of teaching experience consists of:
- (a) any combination of teaching experience totalling 200 sessional days; or
 - (b) a minimum of 150 teaching days in a single academic years; or
 - (c) an accumulation, subject to A3.03 of the NTA Collective Agreement, of pro-rated part-time days which total the equivalent of 200 full days; or
 - (d) a year of teaching experience as certified by a previous employer.

PROVISIONS

- 14. Teachers are paid an annual salary based on the academic year in accordance with verified qualifications and teaching experience.
- 15. Placement is based on the number of years of teacher education and the number of years of experience the teacher has.
- 16. Part-time teachers will be paid in accordance with verified qualifications and teaching experience. The amount will be pro-rated according to time actually spent on duty.
- 17. A teacher who does not have the minimum qualifications specified for Level of the salary schedule will be paid at the minimum rate of Level I.
- 18. A language or cultural specialist substitute teacher is paid a daily rate of \$177.00. All other substitute teachers are paid the daily rate of \$184.00.
- 19. A person who holds no teaching qualification who is hired to perform the duties of a substitute teacher will be paid the daily rate of \$138.00.
- 20. A substitute teacher who performs the duties of a teacher for a period of over five consecutive teaching days will be paid a salary in accordance with their qualifications for teaching experience. This is retroactive to the first day of these duties.

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21. The teacher gives proof of qualifications (either originals or official copies) to the Nunavut Education Qualification Service.
22. The Registrar reviews the documents and determines the teacher's placement.
23. The Registrar advises the teacher and the Executive Director who then advises the Department of Finance of the placement. The Department of Finance takes appropriate pay action.
24. If a teacher disagrees with the salary placement then the Nunavut Education Qualification Service (NEQS) is used to determine placement.
25. In subsequent years the teacher's salary is increased one Step for experience, to the maximum Step for the Level.

AUTHORITIES AND REFERENCES

26. Collective Agreement with the NTA
Appendix A, Salary
Appendix A1, Teachers' Qualifications and Remuneration
Article A2, Qualifications
Article A3, Experience Increments
Appendix C, Salary Schedules

CONTACTS

27. For further information or clarification, please contact:

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**

or

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

 <p>SALARY ADMINISTRATION</p>	<p>Human Resource Manual</p>
<p>Experience Increments - Teachers</p>	<p>Section 1402 (a)</p>

EXPERIENCE INCREMENTS - TEACHERS

PURPOSE

1. Experience increments are granted to teachers in recognition of service.

APPLICATION

2. These guidelines and procedures apply to all teachers.

DEFINITIONS

3. **Experience Increment** means a one step increase within a pay level for one year of teaching experience, to the maximum within the pay level.

PROVISIONS

4. The experience increment date is based on the anniversary date of the employee's appointment as a teacher. That date is normally the start of a school year.
5. The experience increment date is not affected by a demotion.
6. The experience increment date of a teacher who is transferred does not normally change.
7. A teacher on loan to another agency for teaching duties will be given experience credit for the period of the assignment.
8. A teacher is granted no more than one experience increment on the basis of credit granted for educational leave.
9. Increment dates are postponed by:
 - maternity leave;
 - adoption leave; or
 - leave of absence with or without pay greater than 25 working days.
10. An increment postponed by a leave of absence, as mentioned in paragraph #10, is due when the teacher completes a year of teaching experience. This includes the periods of service before and after the absence, starting from the last experience increment date.

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Experience Increments - Teachers	Section 1402 (a)

AUTHORITIES AND REFERENCES

11. NTA Collective Agreement
Article A3 - Experience Increments

CONTACTS

12. For further information or clarification, please contact:

**Director Compensation & Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**

or

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

	SALARY ADMINISTRATION	Human Resource Manual
	Management Group	Section 1403

MANAGEMENT GROUP

PURPOSE

1. This section defines salary treatment for senior managers within the Government of Nunavut. Rates of pay for this group are determined by Cabinet.

APPLICATION

2. These guidelines and procedures apply to all Government employees who are senior managers.

DEFINITIONS

3. **Deputy Head** refers to Deputy Ministers, Presidents of Corporations, the Comptroller General and the Clerk of the Legislative Assembly.
4. **Senior Manager** refers to Regional Directors, Heads of Boards and Agencies, Assistant Deputy Ministers or equivalents, Directors, and Regional Superintendents.
5. **Economic Adjustment** refers to adjustments to the salary grid approved by the Financial Management Board.
6. **Merit Pay** refers to an annual increase to a senior manager's pay, which recognizes the senior manager's job performance during the previous year ending March 31st.
7. **Bonus** refers to the amount of merit pay that is paid as a lump sum payment of money. This payment is not part of the employee's base pay, but is considered pensionable salary.
8. **Compa-ratio** refers to the ratio of a senior manager's salary compared to the maximum salary for the senior manager's position, and it is expressed as a percentage.

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<p>Management Group</p>	<p>Section 1403</p>

PROVISIONS

9. Positions are evaluated against several criteria and are then assigned points by a Job Evaluation Officer. Based on the points, a position is placed in the appropriate band on the management unit salary grid.
10. The management salary grid consists of 21 salary bands, which includes minimum and maximum salaries for each band. The minimum salary is equal to a compa-ratio of 70% of the maximum of the range. The maximum salary is equal to 100%.
11. Economic adjustments for managers are determined by the Financial Management Board and are automatically paid to all senior managers.
12. Merit pay is available for a senior manager each year. It is given as a percentage increase to salary (increase to base pay).
13. Senior managers may also be given performance pay in the form of a lump sum bonus that does not form part of the employee's base salary.
14. The Deputy Minister of Human Resources may, within twelve months after the appointment of senior manager to the public service, grant a salary adjustment that may not exceed 25% of the employee's former rate of pay.
15. Retroactive pay revisions are actioned within three months of the approval of the economic adjustments.
16. Once every fiscal year, effective April 1st, senior managers are given extra pay for good performance.
17. Compensation and Benefits processes these salary adjustments for senior managers in all Government departments, boards, agencies and corporations.
18. A senior manager's compa-ratio increases as competency in the job increases. An employee who reaches 100% of the salary level is considered to be fully competent in all duties assigned to the position.
19. A senior manager is never paid less than 70% of the position maximum salary and cannot exceed 100% of the salary range for the position.

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<p>Management Group</p>	<p>Section 1403</p>

20. If a senior manager's performance is satisfactory but has not improved over the previous year, then a merit increase may be denied. However, the economic adjustment should still be granted in order to maintain the employee's current salary percentage in relation to the maximum salary of the position.
21. If the employee's performance was unsatisfactory then merit pay is withheld.
22. If a senior manager's performance has been unsatisfactory for successive years, and the compa-ratio is at or near 70%, both the economic adjustment and merit pay should be withheld in conjunction with other discipline measures.
23. When a senior manager has reached 100% of the range of the position, all merit pay is paid in the form of a bonus which is considered part of base pay for calculating pensions.
24. Upon initial appointment, the starting pay is set by the Staffing Consultant and the Deputy Head within the employing department, board or agency.
25. The Staffing Consultant prepares a job offer for the senior manager advising the senior manager of the starting salary for the position.
26. Within the first few weeks of April each year, the Senior Personnel Secretariat provides each Deputy Head with instructions and forms to calculate the merit and bonus pay for each of their senior managers, and to indicate if an economic adjustment should be paid.
27. The Deputy Heads return the work sheets with their recommendations to the Senior Personnel Secretariat in the Department of the Executive and Intergovernmental Affairs. The worksheets on the system are updated with those recommendations; final copies are processed for review and approval.
28. When the merit and bonus performance pay recommendations are approved, the salary adjustments are made by Compensation and Benefits who then distribute the approved salary adjustments to departments, boards, agencies, and corporations.
29. Each Deputy Head writes to each senior manager to advise of the salary adjustments made.



AUTHORITIES AND REFERENCES

30. Public Service Act
Section 38-39, Pay
31. Public Service Regulations
Section 17-22, Pay
32. Senior Managers' Handbook
Salary

CONTACTS

33. For further information or clarification, please contact:

**Deputy Minister
Responsible for the Senior Personnel Secretariat
Department of the Executive and Intergovernmental Affairs
Iqaluit, Nunavut
975-6030**

or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**

	
SALARY ADMINISTRATION Pay Increments	Human Resource Manual Section 1404

PAY INCREMENTS

PURPOSE

1. Increments are granted to employees in recognition of service and satisfactory performance.

APPLICATION

2. These guidelines and procedures apply to all employees except those in the Nunavut Teachers Association' bargaining unit or Senior Management group.

DEFINITIONS

3. **Increment** means the difference between adjacent steps in a pay range.

PROVISIONS

4. The Deputy Minister of HR may, within twelve months after the initial appointment of an employee to the public service, approve a salary adjustment for an employee who is a senior manager, but the salary adjustment may not exceed 25% of the employee's former rate of pay.
5. An employee, except a casual employee, who is rehired within two (2) years of his/her last date of employment with the Employer to perform the same duties shall be paid at the same step as he/she was being paid at when he/she ceased to be an employee.
6. An employee in a position with more than one rate of pay shall be granted pay increments until the maximum rate is reached.
7. An employee's increment may be denied if an employee's performance is poor.
8. Employees may not be accelerated through their steps.
9. The increment date (annual review date) is based on the anniversary date of the employee's appointment or most recent promotion or the date the individual was hired as a casual to perform the same duties as the new appointment if there was no break between the casual and indeterminate service. Pay increments, which are recommended by the deputy head,

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	Pay Increments	Section 1404

shall be granted the first day of the month of the employee's initial appointment.

10. On promotion, if an increment is due within six months, it is granted before the pay for the new position is calculated. The increment date is changed to the first day of the month of the promotion.
11. The increment date is not affected by a demotion.
12. The increment date of an employee who is transferred or whose position is re-evaluated does not change.
13. Increment dates are postponed by all leaves of absence except the following:
 - (1) leaves of absence less than six months;
 - (2) leaves of absence without pay to work for another government department, board or agency;
 - (3) maternity leave; and
 - (4) parental leave.
14. An increment postponed by a leave of absence is due when the employee returns to work and completes a year of paid full-time employment from the effective date of the last increment. This includes the periods of service before and after the absence.
15. A lay-off of six months or less does not postpone the increment date. If lay-off exceeds six months, employment between the last increment and the lay-off date counts towards the next increment on re-appointment.
16. When an increment and a salary revision are due on the same date, the increment is applied first.
17. Part-time employees receive annual increments regardless of the number of hours worked during the year.
18. If an increment is denied the employee will be informed of the date of the next review which may be no earlier than 6 months and no later than 12 months from the date the increment is denied. At this time, the employee shall be entitled to the withheld pay increment, in addition to the current



- pay increment, should performance be deemed to meet the required standard.
19. Seasonal employees are entitled to receive increments on completion of each accumulated one year (12 months) of active employment. As seasons vary from year to year, the actual date varies.
 20. An increment is automatically processed for employees unless an authorized letter is sent to Compensation and Benefits in the Department of Finance, advising payroll to withhold the increment.
 21. If a supervisor feels that an employee's increment should be denied, the recommendation is made to the deputy head. If the deputy head supports the recommendation, written notice denying the increment due is given to the employee and a copy is sent to Compensation and Benefits to authorize the change.
 22. The notice is given, at least three weeks prior to the increment due date, and include the date of the next review. If notice of denial is not given, the pay increment shall be implemented on the due date.

AUTHORITIES AND REFERENCES

23. Collective Agreement with the NEU
Article 24, Pay
24. Excluded Employees' Handbook
Salary
25. Senior Managers' Handbook
Salary

 SALARY ADMINISTRATION	Human Resource Manual
Pay Increments	Section 1404

CONTACTS

26. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211
or**

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**

	SALARY ADMINISTRATION	Human Resource Manual
	Deductions From Pay	Section 1405

DEDUCTIONS FROM PAY

PURPOSE

1. The Government may make deductions from an employee's pay.

APPLICATION

2. These guidelines and procedures apply to all employees.

PROVISIONS

3. An employee is required to pay and the Government is obligated to make mandatory deductions from an eligible employee's pay, at prescribed rates, premiums and amounts for the following:
 - Superannuation (Superann)
 - Supplementary Death Benefits (SDB)
 - Canada Pension Plan (CPP)
 - Employment Insurance (EI)
 - Disability Insurance (DI)
 - Long Term Disability Insurance (LTD)
 - Income Taxes
 - Employee Association Dues
 - Staff Accommodation Rent
 - Court-Ordered Payments

4. The Government may make optional deductions from the employee's pay for the following:
 - Public Service Health Care Plan (PSHCP)
 - Public Service Management Insurance Plan (PSMIP)
 - parking charges
 - Canada Payroll Savings

5. Pay and Benefits Officers review the pay and benefits information with each new employee. Mandatory and optional deductions at prescribed rates, premiums and amounts are processed to enrol staff in the various plans and to begin payroll deductions.

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	Deductions From Pay	Section 1405

6. For optional benefit deductions, Payroll is notified in one of the following ways:
- (1) direct application by the employee to Payroll for the Payroll Savings Plan.
 - (2) application by the employee, through Human Resource Section staff in the employees' department. for
 - Public Service Health Care Plan (PSHCP)
 - Public Service Management Insurance Plan (PSMIP)
 - Lease-to-Purchase of Government-owned accommodation
 - (3) application by the employee, through the proper department, board or agency, to Compensation and Benefits for other deductions authorized from time to time.
7. Upon receipt of such duly authorized applications, Payroll makes deductions at prescribed rates, premiums, or amounts.
8. Deductions from salary to recover overpayments per pay period cannot exceed 10% of gross earnings for NEU, and NTA employees.

AUTHORITIES AND REFERENCES

9. *Superannuation Act*
10. *Federal Income Tax Act*
11. *Employment Insurance Act*
12. *Canada Pension Plan Act*
13. *Financial Administration Act*
14. *Main Collective Agreement with NEU*
Article 24
15. *Collective Agreement with NTA*
Article A1.10(1)

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CONTACTS

16. For further information or clarification, please contact:

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**

	SALARY ADMINISTRATION	Human Resource Manual
Recoveries From Pay/Garnishment		Section 1406

RECOVERIES FROM PAY/GARNISHMENT

PURPOSE

1. The Government may make recoveries from an employee's pay.

APPLICATION

2. These guidelines and procedures apply to all employees.

DEFINITIONS

3. **Garnishment** is withholding money in compliance with a legal order to pay the employee's debt to a third party.

PROVISIONS

4. Recoveries may be made from an employee's pay for money owing to the Government for:
 - (1) over-payment of salary or wages;
 - (2) salary paid for unearned leave and absence without leave;
 - (3) loans, advances and allowances, such as:
 - an advance for travel or removal expenses;
 - an allowance to purchase and transport food if residing in an eligible community; or
 - assistance to purchase tools.
 - (4) arrears on deductions from pay;
 - (5) rent arrears; and
 - (a) other debts collectible, including tenant damages to staff accommodations, under the *Financial Administration Act* or on authorization of the Comptroller General.
5. For continuing employees in the Nunavut Employees Union (NEU) or Nunavut Teachers Association (NTA) bargaining units, no more than 10% of gross earnings per pay period may be deducted for recoveries.

 <p>SALARY ADMINISTRATION</p>	<p>Human Resource Manual</p>
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6. For senior managers and employees in the excluded group, the amount to be deducted per pay cheque will be 10% of the employee's gross earnings per pay period unless the Employer and Employee mutually arrange on an alternative repayment schedule for recoveries. If the total amount outstanding is less than 10% of the employee's gross earnings per pay period, the full amount is deducted from one pay period.
7. Recoveries are not subject to the limitations in #5, and #6 above in the following cases:
 - recovery for an absence without approved leave;
 - collection of money owed to the Government upon termination of employment;
 - recovery under garnishment, such as compliance with a court order.
8. In addition, recoveries of monies owed as described in 4 (3) and (5) (a) above from employees in the NEU bargaining unit are not subject to the limitation in 5 above. These recoveries are made in full or as mutually arranged between the Employer and the employee.
9. Compensation and Benefits, upon receipt of notification of money owing, starts recovery action.

AUTHORITIES AND REFERENCES

10. *Financial Administration Act*
11. Main Collective Agreement with the NEU
Article 24.02 (c) (i) and (ii), Pay
Article 40.12 Food Purchasing and Transportation Assistance
12. Collective Agreement with the NTA
Article A1.10 (1), Salary

CONTACTS

13. For further information or clarification, please contact:

Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881

	
SALARY ADMINISTRATION Acting Pay	Human Resources Manual Section 1407

ACTING PAY

PURPOSE

1. Employees with the necessary qualifications receive acting pay for temporarily filling a position of a higher job evaluation.

APPLICATION

2. These guidelines and procedures apply to all employees, except those in the bargaining unit of the Nunavut Teachers Association (NTA).

PROVISIONS

3. Acting periods are approved by the deputy head of the employing department.
4. When an employee is required by the employer to perform the duties of a higher bargaining unit job evaluation position on an acting basis, he/she shall be paid acting pay calculated from the date on which he/she commenced to act as if he/she had been appointed to that higher job evaluation level for the period in which he/she acts. The employer shall provide the employee with a written request to assume acting duties in advance of the employee performing those duties.
5. When an employee is required by the employer to perform the duties of a non-bargaining unit position on an acting basis the employee will be given clear notice that he/she will be treated as an excluded employee governed by the Excluded Employee or Managers Handbook. The employer will provide the employee full details of the employee's salary and benefit entitlement while in the acting position.
6. Excluded employees acting in a bargaining unit position or another excluded position, acting pay shall be the greater of:
 - The higher pay range as if he/she had been appointed to the position at that higher pay range; or
 - Placement at the closest pay range that provides for a 10% increase, calculated from the time in which he/she commenced to act, for the period in which he/she acts.
7. Employees acting in a Senior Hay Plan position receive the greater of:

	
SALARY ADMINISTRATION Acting Pay	Human Resources Manual Section 1407

- The minimum 70% rate of the pay band; or
 - The rate within the pay band that provides employees with a minimum 10% above their regular salary rate.
 - If the acting appointment is for a minimum period of two (2) consecutive months the employee shall be paid the minimum 70% rate of the pay band or 15 % above their regular salary rate.
 - Bargaining unit employees acting in an excluded position give up their union status for that same period and are not required to pay union dues.
8. Excluded employees acting in a bargaining unit position, for a period greater than three months, will have union status for that same period and are required to pay union dues. The three-month period may be made up of two or more consecutive and continuous acting periods.
 9. Employees acting in a non-union position, for a period greater than three months are eligible to apply for the Public Service Management Insurance Plan (PSMIP).
 10. Employees who are in acting positions receive negotiated salary increases at the higher position level.
 11. Acting pay is adjusted as well as regular pay for a retro-active salary increase if the acting appointment started on or after the adjustment date.
 12. Classroom assistants receive extra pay when leading a class, without a teacher present. The pay rate for such times is two ranges above their current step.
 13. Where an increment is due within six months and falls within the acting period, the increment date is adjusted to the start of the acting period and then the acting pay is calculated.
 14. Casual employees cannot act in a position.
 15. The manager/supervisor completes part one of the “request for acting pay” form.
 16. The acting pay request is sent to the deputy head of the department for approval.

	SALARY ADMINISTRATION	Human Resources Manual
	Acting Pay	Section 1407

17. If a teacher is absent and a classroom assistant is required to lead the class, the principal or director approves the pay.
18. The acting pay information is transmitted to the Compensation and Benefits Division to initiate the change in pay.

AUTHORITIES AND REFERENCES

19. Main Collective Agreement with the NEU
Article 24, Acting Pay
Group 6 School Year Employees
20. Excluded Employees' Handbook
Salary
21. Senior Managers' Handbook
Salary
22. Public Service Regulations
Article 18, Section (2), Pay

CONTACTS

23. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut**

or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut**

	SALARY ADMINISTRATION	Human Resources Manual
	Pay Periods	Section 1408

PAY PERIODS

PURPOSE

1. The government pays employees on a bi-weekly schedule.

APPLICATION

2. These guidelines and procedures apply to all employees.

PROVISIONS

3. All employees are paid bi-weekly. Paydays are every second Friday.
4. All employees are paid over 26 pay periods.
5. Casual employees are paid two weeks after the pay period end date. For example, weeks one and two are paid at the end of week four.
6. Casual employees must record the hours worked each day. At the end of the pay period, the time sheet is authorized by the supervisor, the spending authority and the payment authority.
7. Casual time sheets are entered in the pay system by the employing department and the pay cheques are processed by Compensation and Benefits.
8. Most employees will receive their pay through direct bank deposit. There will be some exceptions to this practice in communities where there is no access to banking facilities.
9. Employees who receive their pay through direct bank deposit shall receive any of the following funds that they may be entitled to under this agreement by way of direct deposit:
 - travel advances;
 - travel claims;
 - food and transportation assistance;
 - reimbursement for allowable expenses;
 - reimbursement for professional dues;
 - fees and tuition.

	SALARY ADMINISTRATION Pay Periods	Human Resources Manual Section 1408
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10. Sealed pay advices will be distributed to employees at their place of work unless the employee has asked that he/she not receive a paper copy of the pay advice.
11. Annual salaries for teachers are calculated on the basis of 195 working days over a 10 month period.
12. Although teachers will have their salaries paid from the government's bi-weekly pay system, payment of salary for the period at the end of the academic year will be made on the last day of duty.

AUTHORITIES AND REFERENCES

13. Main Collective Agreement with NEU
Article 2, Interpretations and Definitions
Article 24, Pay
14. Collective Agreement with NTA
Appendix A, Salary (A1.03/A1.04)
15. Senior Managers' Handbook
Salary
16. Excluded Employees' Handbook
Salary

CONTACTS

17. For further information or clarification, please contact:

Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut

 <p>SALARY ADMINISTRATION</p>	<p>Human Resource Manual</p>
<p>Pay For Performance</p>	<p>Section 1409</p>

PAY FOR PERFORMANCE

PURPOSE

1. The Government believes that employees should be compensated for their outstanding achievements and contributions.

APPLICATION

2. These guidelines and procedures apply to all GN employees in the Excluded group.

DEFINITIONS

3. **Performance Development System** is the system selected by Departments, Boards and Agencies in which the Manager and the employee:
 - at the beginning of the review period agree upon the major individual and group assignments, and the expected levels of individual achievements and contributions to group assignments, and
 - at the end of the review period agree on the demonstrated level of achievements and contributions, and if applicable, the degree to which expected levels were exceeded.
4. **Outstanding Achievements** are achievements that exceed the expected level of achievement of the individual assignments agreed upon by the Manager and the employee at the beginning of and during the performance review period.
5. **Outstanding Contributions** are contributions that exceed the expected level of contribution towards the achievement of group assignments agreed upon by the Manager and the employee at the beginning of and during the performance review period.
6. **Salary Increments** are step increases to the annual rates of pay in the salary range.
7. **Review Period** is a one-year period that is normally the applicable fiscal year for the Department, Board or Agency.

 <p>SALARY ADMINISTRATION</p>	<p>Human Resource Manual</p>
<p>Pay For Performance</p>	<p>Section 1409</p>

PROVISIONS

8. Each Department, Board and Agency will develop detailed plans for the implementation of Pay For Performance. These plans will describe the processes to be used by the Department. Plans will be reviewed based on adherence to these guidelines and the following criteria:
 - Departmental processes must be based on completion of an annual performance appraisal for each employee;
 - Pay for performance will be based on recommendations from managers, however, all pay for performance rewards must be approved by the Deputy Head;
 - The process will occur once per year (April to June); and
 - Employees will not be informed of their recommendation for an award until after final Deputy Head approval has been given.

10. Each Department, Board and Agency must develop, in consultation with managers and employees, standards of performance that are generally expected for the nature of individual and group assignments that fall within the Department, Board, or Agency mandate and the overall Government mandate.

11. Managers must develop a written agreement with each employee at the beginning of the review period, setting out the major individual and group assignments and the level of expected achievements of individual assignments and the contributions to the group assignments. The written agreement normally consists of the performance review in which objectives are set. The written agreement may be amended by mutual consent during the review period to reflect changes to individual and group assignments.

12. At the end of the review period, Managers must develop a written agreement (normally a performance review) with each employee that summarizes the level of achievement of the employees' individual assignments and the contributions to the group assignments.

13. Employees whose overall achievements and contributions meet the agreed upon expected level of achievements and contributions and who are not at the maximum step of their salary range will receive one salary increment for the review period.

14. Employees whose overall achievements and contributions exceed the agreed upon expected level of achievements and contributions may receive, upon the recommendation of the supervisor/manager two increments for

 <p>SALARY ADMINISTRATION</p>	<p>Human Resource Manual</p>
<p>Pay For Performance</p>	<p>Section 1409</p>

employees who are two or more steps below the maximum step for their salary range.

15. Performance pay bonuses or increments are awarded for performance for the previous fiscal year, and are effective April 1st of the year immediately following the year to which the bonus applies.
16. The Human Resource Practitioner in the employing department is responsible for compiling a summary report of all agreements for all Departmental, Board or Agency employees, for review by the Deputy Head. A copy of the performance agreement will be submitted to the Department of Human Resources for placement on the appropriate employee's personnel file.
17. Deputy Heads must ensure that evaluations are consistent.
18. The Manager retains a copy of the agreement entered into with each employee at the end of the review period and provides a copy to the employee. The original is provided to the Human Resource Department for placement on the employees' personnel file. Review periods are to coincide with the fiscal year.

AUTHORITIES AND REFERENCES

19. Excluded Employees' Handbook
Performance Evaluation
Pay for Performance

CONTACTS

21. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**



DEPENDANTS OF EMPLOYEES

PURPOSE

1. The Government provides various benefits to dependants of employees.

APPLICATION

2. These guidelines and procedures apply to all employees.

DEFINITIONS

3. **Dependant** for employees in the Nunavut Employees Union (NEU), the excluded employees group and senior managers group includes the following:

- the spouse of an employee;
- a child, step child or adopted child who is:
 - (i) attending school or is a student at some other institution, and is under twenty-one (21) years; or
 - (ii) under 21 and is dependent on the employee for support;
 - (iii) over 21 and is dependent because of a physical or mental illness.
- a relative of the employee who is a member of the employee's household and who is totally dependent because of a physical or mental illness.

For employees in the Nunavut Teachers Association (NTA) bargaining unit, dependant includes the following:

- an employee's spouse;
- any child of the employee who:
 - (i) is attending school or is a student at some other institution, and is under 21 years, or
 - (ii) is under 21 years and dependent upon the employee for support, or
 - (iii) is 21 years or older and dependent upon the employee because of a mental or physical illness.



- any relative of the employee who is a member of the employee's household and is totally dependent upon the employee for support because of mental or physical illness.

PROVISIONS

4. Proof must be supplied as follows in these cases:

- a physical or mental illness requires a medical statement;
- joint custody of a child requires proof of custody; and
- a spouse's or child's attendance at a post-secondary institution requires a statement from the school's registrar.

The proof must be renewed at the start of every fiscal year. For teachers, the renewal must be at the start of every school year. If this renewal is not provided, benefits for the dependant will cease.

Employees in the NEU Bargaining Unit, Excluded Group and Senior Managers

5. A person is considered to be residing with an employee in the following cases:

- A child under 21 who attends school or university outside the employee's home community, but maintains the employee's home as a permanent residence and returns to the employee's home during school breaks (the child must return and live in the employee's home for at least three months of the year). Proof of departure and return may be required to confirm the student lived in the employee's community for at least three months.
- A child under 21 who attends high school or elementary school outside the employee's home or community and that level of schooling is not available in the home community.
- The employee has joint custody of a child under 21, but the child lives for the majority (50% or more) of the time with the employee. If custody is evenly split, the child can be considered to reside with the employee. If both parents are employees of the Government, only one parent can claim the child.



ALLOWANCES AND BENEFITS

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Introduction

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- A child under 21 or a spouse who is institutionalized for medical reasons but returns to live with the employee during the year and maintains the employee's residence as his or her permanent address.
 - A spouse who attends a post-secondary institution and returns to live with the employee for at least three months of the year.
6. The Department of Finance ensures that all requirements of dependency are met before providing benefits to an employee's dependants.
 7. If an unusual circumstance exists and an interpretation is required, Employee Relations should be consulted.
 8. If a listed dependant does not meet the residency requirements, the person is not considered a dependant and benefits are not provided.

AUTHORITIES AND REFERENCES

9. Main Collective Agreement with the NEU
Article 2, Interpretation and Definitions
10. Collective Agreement with the NTA
Article 2, Interpretation and Definitions
11. Senior Managers' Handbook
Definition, Dependant
12. Excluded Employees' Handbook
Definition, Dependant

**CONTACTS:**

13. For further information or clarification, please contact:

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**

or

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**



NUNAVUT TEACHERS ASSOCIATION (NTA) ALLOWANCES

PURPOSE

1. A teacher may receive an allowance in addition to basic salary for duties they must perform.

APPLICATION

2. These guidelines and procedures apply to all employees in the NTA bargaining unit of the Government of Nunavut.

PROVISIONS

3. A teacher may receive one of the following allowances:
 - (1) Principal's Allowance - an allowance for administrative and supervisory responsibilities paid at the following rates:
 - \$5,000 basic;
 - plus \$500.00 per teacher for the first five teachers, \$300.00 per teacher thereafter, and \$125.00 per Classroom Assistant, Classroom Support Assistants and School Community Counsellors to a maximum of \$17,000.00.
 - (2) Assistant Principal's Allowance - paid at one-half the annual rate of the Principal's allowance. The amount is in accordance with the number of teachers, classroom assistants, classroom support assistants and school community counsellors.
 - (3) Grade and Subject Co-ordinator's Allowance – an allowance of \$1,612 for supervisory responsibilities.
 - (4) Direction of Student Teacher Allowance - an allowance of \$100 per week for each student teacher under the direction of the teacher.
 - (5) Teacher Consultant's and Teacher Education Instructors are paid an allowance of:
 - Teacher Consultants: \$3,891
 - Teacher Education Instructors: \$3,228

**ALLOWANCES AND BENEFITS****Human Resource Manual****NTA Association (NTA) Allowances****Section 1502**

- Teacher Education Co-ordinators: \$3,642
- (6) Acting Duties Allowance - an allowance will be paid to a teacher who is assigned temporarily to the duties of a Principal. The value of the allowance will be appropriate to the duties effective the date of assignment.
- (7) Inuktitut and Inuinnaqtun Language Allowance - an annual allowance provided to teachers who demonstrate proficiency in, and use Inuktitut or Inuinnaqtun, in activities related to their teaching. There are varying levels of language allowance. All teachers will be tested regardless of the level of allowance requested. The levels are:
- (a) Level 1 - \$1,200.00 per year

The teacher must have a level of proficiency in Inuktitut or Inuinnaqtun that would provide for limited communication with students, parents and the community.
 - (b) Level 2 - \$2,400.00 per year

The teacher must use written and or oral communication in professional training, classroom teaching, parent teacher interviews, extra-curricular activities and in general school and community relations.
 - (c) Level 3 - \$5,000.00 per year

The teacher must meet all the requirements of Level 1 and Level 2 but is also required to use written and oral communication in teaching assignments that involve a range of programs in subject areas that may incorporate but are beyond language and culture. The teacher must also consult with other teachers regarding delivery of a range of programs in subject areas and develop curriculum and associated program materials and resource materials.

**ALLOWANCES AND BENEFITS****Human Resource Manual****NTA Association (NTA) Allowances****Section 1502**

(8) Program Development Specialists

- A teacher working as a Program Development Specialist is paid an allowance of \$1706.00 a year in addition to salary and other allowances.

(9) Principal of the Teacher Education Program receives an annual allowance of \$6,915.00.

(10) Professional Allowance – during the 2002-03 academic year, the following allowance will be paid to full-time employees on strength as of the signing date of this Collective Agreement (termination date June 30, 2005) In subsequent years the following allowance will be paid to full time employees on strength as of the commencement date of the applicable academic year:

2002-03	\$1200.00
2003-04	\$1200.00
2004-05	\$1200.00

For 2002-03 academic year only, full time employees who came on strength after the commencement of the academic year, will receive this allowance pro-rated based on the number of days works.

The allowance also applies to part time employees except that the amount will be pro-rated based on the scheduled hours of work

Substitute teachers do not qualify for this allowance

All benefits conferred by this section will cease as of June 30, 2005.

(11) Specialist Allowance – a teacher receiving this allowance when the Collective Agreement is implemented (termination date June 30, 2005) will continue to receive it as long as the requirements for the allowance are met.



ALLOWANCES AND BENEFITS

Human Resource Manual

NTA Association (NTA) Allowances

Section 1502

Limitations:

- (12) A teacher will not be paid more than one of the Allowances A4.01, A4.02, A4.03, A.04, A4.06, A4.07.

PROVISIONS

4. Teachers apply in writing to their Executive Director. The Executive Director advises Compensation and Benefits, Department of Finance to pay the allowance.

AUTHORITIES AND REFERENCES

- 5 Collective Agreement with NTA
Appendix A4, Allowances

CONTACTS

6. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**



ALLOWANCES BASED ON OCCUPATION

PURPOSE

1. The Government provides special allowances for some workers. These help offset job related expenses or compensate for special working conditions.

APPLICATION

2. These guidelines and procedures apply to all employees who are in the NEU bargaining unit.

PROVISIONS

3. **Health Care Workers**

There are three types of allowances available:

- **Responsibility Allowance** - Employees taking on more responsibility than normal but not taking on the full duties of a higher level position on an acting basis are eligible for an allowance; for example being placed in charge of a ward.
- **Special Clinical Preparation** - An indeterminate, term or part-time Registered Nurse with special preparation of not less than six (6) months approved by the Employer and who is employed in the special service for which he/she is qualified, will be paid an additional \$40.00 per month if he/she has utilized the course within four (4) years prior to employment.

An employee may not qualify for more than one payment under the following categories:

CHA/CNA Courses: An indeterminate, term or part-time Registered Nurse who has successfully completed the CHA/CNA course Nursing Unit administration and is employed in a capacity utilizing the course(s) will be paid an additional \$25.00 per month

University Preparation: An indeterminate, term or part-time employee who has passed an accredited one year university course approved by the Deputy Head or Midwifery course and is

**ALLOWANCES AND BENEFITS****Human Resource Manual****Allowances Based on Occupation****Section 1503**

employed in a capacity utilizing this course will receive an additional \$75.00 per month.

An indeterminate, term or part-time employee who has received a baccalaureate or higher degree approved by the Deputy Head will receive an additional \$125.00 per month.

- **Uniform Allowance** - Special wearing apparel required by the hospital to be worn by employees while on duty will be provided and laundered by the hospital free of charge to the employee. It being understood that such special apparel shall remain the property of the hospital.

Uniforms and clothing purchased by the employee will not be laundered by the hospital. However, each employee who is required to wear a uniform shall be paid an allowance of twenty-five dollars (\$25.00) per month to assist in the purchase and cleaning of the uniforms.

- **Annual Special Allowance** - Nurses working at a health centre get a special allowance. The annual amounts listed below, are paid to each nurse, according to the size of the nursing station.
 - One-nurse health centre: \$10,000.00/annum, effective April 1, 2005 it will be \$10,500
 - Two-nurse health centre: \$7,000.00/annum, (effective April 1, 2005 it will be \$7,350.00)
 - Three-nurse health centre: \$5,000.00/annum, (effective April 1, 2005 it will be \$5,250.00)
 - Four-nurse health centre: \$2,500.00/annum, (effective April 1, 2005 it will be \$2,625.00)
 - Five-nurse or larger health centres shall receive the rates set out above for such temporary periods exceeding seven (7) days as the centres are operating with only one, two, three or four nurses respectively, due to staff shortages.

Authorization is submitted to the appropriate personnel by the employee's supervisor. The Employee's personnel file is updated and the allowance is processed by the appropriate personnel in the Department of Health & Social Services.

**4. Uniform Allowance (Non-Health Care Workers)**

- Employees who are issued uniforms that require dry-cleaning shall be paid an allowance of \$125.00. An employee will receive this allowance on initial appointment and after every twelve (12) months of employment.

The allowance is automatically paid to employees who are given uniforms that require dry cleaning. The employee is paid by cheque requisition.

5. Senior Instructors

- Instructors who are required to supervise the work of other instructors, or have been assigned duties to coordinate the work of their instructors, in addition to performing instructional duties in their area of speciality, will be paid a senior instructor's allowance of \$2100.00 per academic year which will end when the instructor ceases to act as a Senior Instructor and will be paid on a prorated basis.

The employee's supervisor submits a request for payment through the payroll system.

AUTHORITIES AND REFERENCES

6. Main Collective Agreement with NEU

CONTACTS

7. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**

	
ALLOWANCES AND BENEFITS	Human Resource Manual
Membership Fees	Section 1504

MEMBERSHIP FEES

PURPOSE

1. The Government may pay employees' memberships fees in various organizations where the membership is of benefit to the Government.

APPLICATION

2. These guidelines and procedures apply to all employees.

DEFINITIONS

3. **Fees** means the annual cost for maintaining membership in an organization that provides services to its members.

PROVISIONS

4. Fees are paid when there is a legal requirement to enable employees to perform the duties of their position or where membership is required to maintain qualifications.
5. Fees may be paid for membership in associations if the Deputy Head believes the department benefits from such membership.
6. Fees are not paid for memberships in social or service associations.
7. Requests for payment or reimbursement of fees including an explanation of the requirement benefit of membership are sent to the Manager.
8. When authorized to do so the manager may approve or reject the payment or reimbursement.
9. When not so authorized, the manager may forward the request with a recommendation to the Deputy Head.
10. The Deputy Head may approve the request.
11. Request for reimbursement must be supported by a receipt.

	ALLOWANCES AND BENEFITS	Human Resource Manual
	Membership Fees	Section 1504

AUTHORITIES AND REFERENCES

12. Main Collective Agreement with the NEU
Article 50, Professional Qualifications

CONTACTS

13. **Director Employee Relations**
Department of Human Resources
Iqaluit, Nunavut
975-6211

Or

Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5811



BILINGUAL BONUS

PURPOSE

1. The Employer pays a bilingual bonus to employees, other than employees assigned duties of translation and interpretation in their job descriptions, who are required to use two or more of the official languages of Nunavut.

APPLICATION

2. These guidelines and procedures apply to all employees.

DEFINITIONS

3. **Official Languages of Nunavut** are English, French, Inuktitut and Innuinaqtun.

PROVISIONS

4. Deputy Heads decide how bilingual services are provided. The service is designated to specific positions. These jobs have "bilingual required" in their position descriptions and duties and responsibilities that support that requirement.
 - (1) The following standard applies for bilingual positions:
 - more than one language is needed to provide an adequate service
 - (2) All positions are reviewed and approved by Job Evaluation.
 - (3) The following are examples of the types of jobs that would normally be approved:
 - public affairs officers
 - classroom assistants
 - community health nurses
 - hospital nurses
 - health promotion and education officers
 - community health workers
 - juridical officers
 - social service workers

**ALLOWANCES AND BENEFITS****Human Resource Manual****Bilingual Bonus****Section 1505**

5. Employees whose job description states that the major responsibilities require the use of another language are not eligible for the bilingual bonus. They are already compensated for using other languages through the evaluation of their jobs. For example:
 - interpreter/translators
 - legal translators
 - linguists
6. The Deputy Head sends a request for a position to be eligible for the bilingual bonus to Job Evaluation.
7. Job Evaluation reviews the request and approves or denies the bilingual bonus designation.
8. The Department of Human Resources processes the approved bilingual bonus requests for payment.

AUTHORITIES AND REFERENCES

9. Main Collective Agreement with NEU
Article 24.13
10. Senior Management and Excluded Employees Handbooks
Bilingual Bonus

CONTACTS

11. For further information or clarification, please contact:

**Director Job Evaluation
Department of Human Resources
Iqaluit, Nunavut
975- 6227**



MEDICAL TRAVEL ASSISTANCE (MTA)

PURPOSE

1. The Government provides its employees and their eligible dependants with Medical Travel Assistance (MTA) to the nearest centre where appropriate and necessary insured non-elective medical treatment is available. This includes approved orthodontic treatment for employees in the Nunavut Teachers Association bargaining unit.
2. Patients and authorized escorts receive MTA only if they are required to travel where adequate treatment is available at the nearest community. The Department of Health & Social Services determines the nearest community and authorizes the travel.
3. The employee is required to make every reasonable effort to schedule medical or dental treatment with other forms of leave and travel.

APPLICATION

4. These guidelines and procedures do not apply to the following Government employees:
 - casual employees with less than four months of continuous employment;
 - substitute teachers;
 - employees on leave without pay who do not remain in Nunavut;
 - employees on leave without pay for personal reasons; and
 - travelling under a Workers' Compensation Board claim

Entitled Benefits

Eligible employees and qualifying dependants or escorts are entitled to MTA benefits similar to those provided under the duty travel directive; however, there are limitations that vary, depending upon the applicable employee group.

- 1) For employees who are members of the Nunavut Employees Union, benefits are specified in the Nunavut Employees Union Collective Agreement.

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- 2) For employees, who are classified as “Senior Managers, Excluded Employees” refer to the Senior Managers & Excluded Employees Handbooks.
- 3) For employees who are members of the Nunavut Teachers Association, refer to the Nunavut Teachers Association Collective Agreement.
- 4) In situations where there are exceptional circumstances, the Deputy Minister of Finance (or delegate), in consultation with the Department of Health and Social Services may authorize, on an individual basis, MTA benefits referred to in these guidelines and procedures.

DEFINITIONS

5. **Accommodation Warrant** is the official form, which authorizes payment for accommodation.
6. **Duty Travel Rates** are defined by the NEU Collective Agreement Article 41 and the NTA Collective Agreement Appendix B4 or the employee handbooks, whichever applies.
7. **Escort** is someone who accompanies the patient:
 - Medical Escort is a health professional required to provide medical care to the patient while in transit.
 - Non-Medical Escort is a spouse, parent or person of the age of majority (19 years or older) required to assist the patient and is certified by a qualified medical practitioner practising in Nunavut.
8. **Medical Treatment** is a service that is an insured non-elective benefit under the Nunavut Health Care Plan.
9. **Nearest Community** is the nearest centre where appropriate and necessary insured health services or dental services can be obtained.
10. **Non-Elective Treatment** is medical treatment that is an insured service under Nunavut Health Care.

	
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11. **Orthodontic Treatment** for members of the NTA is orthodontic treatment approved by the dental committee established by the Nunavut Department of Health and Social Services using the criteria established by the Medical Services Branch of Health and Welfare Canada in its schedule of Dental Services for Nunavut.

12. **Point of Departure/Nearest Treatment Centre:**

For all communities in the Baffin Region is Ottawa or the nearest centre where appropriate and necessary insured health or dental services can be obtained, whichever is closer.

For all communities in the Kivalliq Region is Winnipeg, Iqaluit, Yellowknife or the nearest centre where appropriate and necessary insured health or dental services can be obtained, whichever is closer.

For all communities in the Kitikmeot Region is Edmonton, Yellowknife or the nearest centre where appropriate and necessary insured health or dental services can be obtained, whichever is closer.

13. **Practitioner** in Nunavut is a licensed medical doctor, dentist or registered nurse.
- A Referring Practitioner is a Nunavut medical practitioner who recommends medical treatment be obtained outside the employee's community of residence.
 - An Attending Practitioner is a practitioner who provides medical treatment at the place of referral.

14. **Travel Warrant** is the official form, which authorizes payment for travel by a commercial carrier.

PROVISIONS

General

15. MTA is available to employees and their dependants only when certified by a qualified medical practitioner practising in Nunavut when required medical treatment is not available in their community of residence.

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16. Normally MTA is not provided for referrals by dentists for dental procedures. However, MTA is available for orthodontic treatment if the treatment is approved by the Nunavut Department of Health and Social Services using the criteria established by the Medical Services Branch of Health and Welfare Canada in its Schedule of Dental Services for Nunavut.
17. MTA is provided to employees who are required to attend alcohol or drug rehabilitation programs if the program is not available in the employee's community of residence. Normal procedures for MTA apply in these circumstances.
18. MTA is not provided if a similar benefit is available through another employer or insuring body.
19. Referrals must include a certificate from the referring practitioner stating that the treatment is an insured non-elective benefit under Nunavut Health Care and is not available in the community of residence.
20. MTA is only provided to the nearest treatment centre, up to the point of departure, where appropriate and necessary insured health services are available.

Note: For further information about medical services provided at various communities within Nunavut, please consult the Department of Health and Social Services.

21. Travel assistance may be provided with an approved MTA beyond the nearest treatment centre when:
 - the nearest centre has been contacted and cannot accept the referral;
 - the delay in accessing the nearest centre is clinically unacceptable because of the patient's medical condition.
22. A travel authorization and expense claim form must be supported by MTA.
23. Travel assistance is provided for the shortest possible period required for medical treatment.
24. Expenses related to treatment not covered by the Nunavut Health Care or the current applicable Government Health Insurance Plan is not reimbursed.



25. All expense claims must be submitted within ten days of completing the trip with an approved MTA.
26. Extensions to the initial period of assistance must be supported by a letter from the attending practitioner. The employing department & The Department of Health & Social Services must be notified as soon as possible.
27. Where medical travel costs by the Government can be reimbursed from a health care plan, the employee assigns any reimbursement to the Government.

Air Transportation

28. An airline ticket is purchased with a medical travel warrant issued by the Department of Health & Social Services.
29. In exceptional circumstances, where the referral does not permit adequate time to apply for a medical travel warrant, the employee may be reimbursed for travelling expenses. However, a medical travel warrant must be completed upon return to Home Community. In this case, the employee is reimbursed for Goods and Services Tax (GST) with an approved MTA.
30. Transportation assistance is provided to the nearest treatment centre, or point of departure, and back whichever results in the lesser expense with an approved MTA.
31. Transportation costs cannot exceed the return economy airfare and, wherever possible, excursion rates will be used. Emergencies are an exception.
32. An employee is reimbursed at duty travel rates for accommodation and meals enroute when travel to the treatment centre is interrupted by weather or other circumstances completely beyond an employee's control.

**Accommodation**

33. Hotel accommodation for 25 days or less is paid by the employee represented by the NEU and reimbursement must be requested when the employee submits an expense claim. Where an employee requests reimbursement for accommodation, reimbursement is for room charges (not to exceed the maximums as outlined in the MTA Guidelines) provincial room tax and GST. The employee may request an accommodation warrant in advance of the trip.
- Note: NTA Employees or their dependants, who receive specialized treatment as outpatients, will be reimbursed for accommodation, meals and local transportation expenses based on a per diem rate in the Duty Travel Section of this Agreement. This applies for periods over seven (7) days, but not to exceed thirty (30) days.
 - Senior Management and Excluded Employees may claim per diem cost for meals in accordance with the per diem expense schedule revised from time to time by the Department of Finance.
34. An employee travelling within Nunavut is reimbursed for actual expenses incurred for accommodation with an approved MTA.
35. An employee may claim fifty (\$50.00) for each night outside Nunavut, adjusted as the Federal rate is changed, and seventy-five (\$75.00) for each night within Nunavut when staying in private non-commercial accommodation. No receipts are required for private non-commercial accommodation.

Note: Members of the NTA bargaining unit may claim \$50.00 per night.

Meals and Expenses

36. All eligible expenses are reimbursed to a maximum of 40 days based on:
- (a) the first 25 days at duty travel rates; and
 - (b) \$50 for any period beyond twenty-five (25) days, and not to exceed forty (40)



Note: Members of the NTA bargaining unit are reimbursed seven days meal costs, but not to exceed fifteen calendar days in accordance with the rates specified in Appendix B4.05.

37. No long distance phone call charges are reimbursed unless prior approval is obtained. Collect calls are accepted by the employing department from employees advising of extensions.
38. Receipts are required for all taxi fares.
39. Airport shuttle service must be used where available.

Escorts

40. Non-medical escorts shall be reimbursed where a qualified medical practitioner practising in Nunavut certifies that it is necessary for the patient to be accompanied.
41. An employee may claim for only one escort.
42. Normally escorts must be over 19 years of age.
43. A spouse, the parent or another person designated by the employee must accompany the patient when someone other than a medical attendant or person designated by Health and Social Services is required.
44. In the case of an employee being the non-medical escort for a member of their immediate family, the employee may be granted special leave. Such leave will not be unreasonably denied.
45. No assistance is provided for compassionate escorts.
46. The referring practitioner or an authorized H&SS personnel completes part one of the Applications for MTA.
47. The employee completes part two of the Application for MTA, attaches a Photocopy of MTA with Leave Form and forwards them to the employing department for approval. The MTA must be guaranteed by an appropriate person.
48. If the application is approved, the employing department completes part three of the Application for MTA and keeps copy one of the Applications for MTA.



49. The department of Health & Social Services issues the medical travel and accommodation warrants for the specified dates and returns copies two, three and four of the Application for MTA to the employee.
50. If the application is not approved, it is returned to the employee specifying the reasons for non-approval.
51. The department of Health & Social Services makes reservations for air travel and accommodation and delivers the warrants to the travel agent/airline and/or hotel.
52. The attending healthcare professional completes part four of the Application for MTA to confirm attendance.
53. If extended treatment is required, a letter from the attending practitioner must be provided to allow reimbursement of additional approved expenses.
54. The attending physician, or the last attending physician/Dentist, if more than one, completes part four certifying the patient's ability to travel.
55. After returning from medical travel, the employee forwards copies two and three of the completed Application for MTA claim form and receipts attached to the department of Health & Social Services to verify the claim and mails a cheque for all approved expenses to the employee.

AUTHORITIES AND REFERENCES

56. Main Collective Agreement with the NEU
Article 20.09, Transportation to a Medical Centre
Article 51, Casual Employment
57. Collective Agreement with the NTA
Article 14.07, Medical Transportation Assistance
58. Senior Managers' Handbook
Medical Travel Assistance



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- 59. Excluded Employees' Handbook
Medical Travel Assistance

- 60. Financial Administration Manual
Directive No. 820-4

CONTACTS

- 61. For further information or clarification, please contact:

Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211

or

Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881

or

Director Corporate Services
Department of Health and Social Services
Iqaluit, Nunavut
975-5711



DUTY TRAVEL AND ACCOMMODATION

PURPOSE

1. The cost of reasonable expenses is repaid to an employee after travelling on government business.

APPLICATION

2. These guidelines and procedures apply to all employees.

DEFINITIONS

3. **Commercial Accommodation** means a private business that charges for providing overnight accommodation.
4. **Duty Travel** means travelling on authorized Government business.

PROVISIONS

TRANSPORTATION COSTS

Economy Air Fare

5. Airfares are paid with Government travel warrants or Government Corporate credit cards whenever possible. If circumstances prevent the employee from getting a travel warrant or purchasing the ticket on GN Corporate credit cards, the cost of air fare is included on an expense claim. The airline tickets must accompany the claim.

Privately Owned Car

6. An employee needs pre-authorization for using a privately owned vehicle for duty travel:
7. If commercial transportation is more reasonable, transportation by privately owned cars is not authorized.
8. Expense claims cannot exceed the costs the employee would have incurred if travelling by commercial means.
9. If the Employee uses a privately owned vehicle for the Employer's convenience, the allowance is:



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- \$0.485 per kilometre for travel in Nunavut. For NTA bargaining unit members, the rate is \$.36 per kilometre;
 - \$0.345 per kilometre for travel elsewhere, with the exception of NTA bargaining unit members who are eligible for \$.27 per kilometre.
10. If the Employee uses a privately owned vehicle for their own convenience, the allowance is
- \$.225 per kilometre, and \$.12 for NTA employees.(When Federal rates change, these rates are adjusted)
11. Other paid expenses include:
- parking charges;
 - ferry, bridge, road and tunnel tolls;
 - other travel expenses where applicable.
12. The following limitations apply:
- Privately owned vehicles must have personal insurance to be used for Government business;
 - The Government does not pay for additional insurance costs on privately owned vehicles;
 - The distance allowance is paid according to the Canadian Warehousing Official Distance Guide. If the distance is not listed, the most accepted distance for the most direct route is used. Where other employees are passengers, no additional allowance is paid.
13. When using a privately owned vehicle on Government business, damage, loss, or liability is the employee's responsibility. This applies except when these losses are claimed under the *Worker's Compensation Act*.

Chartered Aircraft

14. Employees need approval before hiring chartered aircraft for Government business.



First Class Rail

15. Rail transportation includes a sleeping car, duplex roomette or parlour car chair. Coach class should normally be used for short trips.

Rental Cars

16. Renting a car must be the most economical or reasonable means of transportation.

Other

17. The Government may pay daily transportation expenses between the employee's home and their place of work. Prior approval is needed for the following:
- (1) the Government may pay for a taxi between home and the work place if the employee works after normal hours and the circumstances make it unreasonable to use their normal means of transportation;
 - (2) the Government may pay expenses if transportation is needed for bulky documents, or for time and economical reasons.

ACCOMMODATION COSTS

18. Commercial accommodation is used except in the following circumstances:
- when staying in private accommodation;
 - when staying in one community for 18 days or longer (NEU/ SeniorManagement/Excluded), or 15 days or longer in the case of NTA members;
 - when an acceptable level of quality is not available;
 - when no commercial accommodation is available within ten kilometres of the worksite.
19. When staying in commercial accommodation the following guidelines apply:
- hotels with Government rates are used whenever possible; and



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- accommodation warrants or GN Corporate credit cards are used whenever possible.
- If the employee pays for the accommodation, they submit a receipt for repayment.
- Where employees make private arrangements for overnight accommodation, they may claim \$50.00 for each night. NEU members, excluded and management employees may claim a higher rate of \$75.00 per night in accommodation inside Nunavut.
- Employees on duty travel for more than 15 days in the case of NTA employees, and for more than 18 days in the case of NEU/Management/Excluded employees may be provided with Government accommodation. At that point the employee cannot claim the \$50.00 non-commercial accommodation allowance and is financially responsible for any damage incurred.

OTHER EXPENSES

Meals and Incidental Expenses

20. Meals and Incidental Expenses cover the cost of meals and other expenses like tips to miscellaneous service personnel. Unless otherwise stated, the maximum for reimbursing expenses without receipts is \$8. NTA members must provide receipts for any expenses exceeding \$4.
21. Full per diem rates are paid for duty travel not more than 18 calendar days. NTA members may only claim this rate for duty travel not more than 15 days. (Refer to: Financial Administration Manual, Section 820-1, Duty Travel - Expenditure Claims).
22. When expenses exceed the allowable rates, the employee can claim for the actual costs upon the submission of receipts.
23. For duty travel beyond 18 calendar days in one location, the per diem is reduced to \$20 per day for meals. For NTA members on duty travel beyond 15 days, the per diem is reduced to \$15 per day for meals. Exceptions are made when housekeeping units or reasonable room and board are not available.



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24. Employees are not considered "in travel status" when appointed to a position in one area but a major part of the work is outside that area.
25. When a return trip is made in one day, the employee can claim for meals but not incidentals.
26. Other expenses employees may claim for payment include:
 - (1) Long distance telephone calls
 - if of an official nature.
 - if an employee is away from home over a weekend and started duty travel at least two days before the weekend one personal, ten minute, long distance call can be claimed (5 minutes for NTA members).
 - (2) Baggage
 - for storage and excess baggage charges, but only when the extra charges were necessitated by the performance of duties.
 - (3) Taxis
 - taxi expenses must be explained except where the purpose is self-evident;
 - taxis should not be authorized for repeated trips between places, if convenient public transportation is available.
 - (4) Laundry
 - expenses of \$3. per day are paid after two consecutive days on duty travel. NTA members are eligible for \$2 per day. Receipts are needed.
 - (5) Local phone calls
 - for business purposes only.



- (6) Payment for casual wages for service personnel
- cannot be more than \$50 and requires a satisfactory explanation.
- (7) Child care expenses
- if the employee's child care expenses are more than normal, they may be reimbursed a maximum of \$40 per day per child (\$25 for NTA members). Receipts are required.
27. The following expenses cannot be claimed:
- purchase of office supplies or equipment.
 - rental of television or radio receiving sets.
 - purchases of a personal nature, such as baggage, clothing, etc.
 - personal telephone calls, telegraph, cable, or radio messages, unless specifically authorized.
 - any expenses for stopovers due to personal reasons.
 - any expenses during periods of leave, with or without pay.
 - any money or personal belongings that are lost.
28. The Employer authorizes duty travel by signing the travel authorization and expense claim before the trip starts.
29. The employee submits a travel authorization and expense form to request an advance for travel expenses at least three days before travel.
30. The form is returned to the employee. The travel advance cheque and an accommodation warrant, if applicable, are attached.
31. The expense claim is submitted within ten business days of completing the trip with all receipts attached. If the travel advance was greater than the expenses, a personal cheque is attached for the difference.
32. Except in special cases, no more than one travel advance can be outstanding at any time.



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AUTHORITIES AND REFERENCES

33. Main Collective Agreement with NEU
Article 41, Duty Travel
34. Collective Agreement with NTA
Article B-4, Duty Travel
35. Senior Managers' Handbook
Duty Travel
36. Excluded Employees' Handbook
Duty Travel
37. Financial Administration Manual
Section 820-1, Duty Travel - Expenditure Claims

CONTACTS

38. For further information or clarification, please contact:

Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881
or

Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211



INTERNATIONAL DUTY TRAVEL

PURPOSE

1. The Government may authorize employees to travel to a foreign country, for various reasons that the Employer deems beneficial to the Government. This might include one of the following reasons:
 - attend a conference, seminar or association meeting.
 - study a specific feature of society.
 - participate in an exchange program.
 - study a specific feature in a technical engineering field.
 - observe the government of another country.

APPLICATION

2. These guidelines and procedures apply to all employees.

PROVISIONS

3. Employees on duty travel in another country are expected to use travel time to the best possible advantage. Public relations is considered a significant function of the visit and diplomacy should be exercised at all times.
4. Travel expenses for employees travelling in the United States are paid in US dollars.
5. To apply for international duty travel an employee submits their request through their direct supervisor. The application should include:
 - A statement of purpose for the trip, what the trip is intended to accomplish and how the Government will benefit from this;
 - a short description of background information supporting the request;
 - a travel advance claim with a cost estimate for the trip including entertainment expenses where applicable;
 - the funding arrangements planned for the trip; and
 - the qualifications for the employee who plans to travel.
6. The supervisor submits the travel proposal to the Deputy Head. If approved, the proposal is forwarded to the Minister of the department for approval.
7. The Employee is responsible for the following:



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- acquiring a passport.
 - notifying the host agency of travel plans.
 - purchasing the appropriate currency, travellers' cheques, etc.
 - arranging any necessary supplementary medical insurance.
8. The employee files a report upon return.
9. A copy of the travel report is sent to Cabinet and if not confidential, to the Government Library.

AUTHORITIES AND REFERENCES

10. Main Collective Agreement with NEU
Article 41, Duty Travel
11. Collective Agreement with NTA
Appendix B4, Duty Travel
12. Senior Management and Excluded Employees Handbooks
Duty Travel
13. Financial Administration Manual
Duty Travel Expenditure

CONTACTS

14. For further information or clarification, please contact:
- Director Financial Services, Processing & Collections**
Department of Finance
Iqaluit, Nunavut
975-5800



UNIFORM CLOTHING ISSUE

PURPOSE

1. The Government provides uniform clothing to employees where it is determined that:
 - the work is of a nature where health and cleanliness must be maintained; or
 - special identification aids in the effective performance of duties.

APPLICATION

2. These guidelines and procedures apply to all employees who meet the criteria except employees in the Nunavut Teachers Association bargaining unit.
3. This directive does not apply to the issue of protective clothing and equipment, safety shoes and gloves. Guidelines for these can be found in Section 1003 of this manual.

DEFINITION

4. **Uniform Clothing** is clothing, maintained at an acceptable standard at the employee's expense, generally consisting of the following:
 - outer clothing worn on duty outdoors or indoors;
 - footwear;
 - gloves and ties
 - survival suits (Transport Canada approved and Safety of Life at Sea certified)

PROVISIONS

5. The purchase of uniform clothing is the responsibility of the Government.
6. Uniform clothing provided free of charge is considered Government property.

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7. Uniform clothing is to be worn only when employees are on duty.
8. The responsibility of maintaining uniform clothing in clean and good repair rests with employees.
9. Loss of, or damage to uniform clothing through negligence results in an assessed charge to the employee.
10. If an employee terminates or transfers to a non-uniformed position, the employees are given an option to purchase selected uniformed clothing items at a reasonable price based on the age and condition of the selected items.
11. Custodial workers are supplied smocks or coveralls. Custodial workers who are required to work outdoors in the winter are provided with insulated coveralls.
12. If items of clothing wear out through normal wear before the normal replacement time, they are replaced at no cost to the employee. If these items of clothing are determined to have been damaged or lost due to negligence, the employee is assessed a charge for replacement.
13. The Deputy Head determines which positions or groups are required to wear uniforms.
14. Each department stores a supply of uniforms in various sizes.
15. New employees required to wear uniforms are given them prior to the start of their first shift of work.
16. Various time frames are set for the replacement of different articles of clothing (e.g. parkas - every five years). Employees are automatically issued new items of clothing once the time frame expires.

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AUTHORITIES AND REFERENCES

17. Main Collective Agreement with NEU
Article 42, Uniforms and Protective Clothing

CONTACTS

18. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**



LONG TERM STORAGE

PURPOSE

1. The Government provides assistance to employees for the long-term storage of personal effects not moved to the community of employment.
2. Employees only receive assistance when they are living in furnished accommodation provided by the Government.

APPLICATION

3. These guidelines and procedures apply to all employees living in Government furnished housing, except the following:
 - casual employees; and
 - substitute teachers.

DEFINITIONS

4. **Furnished Accommodation** means furnished Government staff accommodation.
5. **Moving Company** means the company contracted to move an employee's personal effects.
6. **Storage Company** means the company contracted to provide long term storage services.
7. **Personal Effects** means furniture, household goods, equipment and personal effects owned by the employee and dependants at the time of their move. Items such as automobiles, boats, snowmobiles, motorcycles, trailers, animals or foodstuffs are excluded.
8. **Relocation Coordinator** means the individuals designated in the Departments of Human Resources, Health and Social Services, Education and Nunavut Arctic College to administer relocation guidelines and long term storage provisions.

PROVISIONS

9. The Government provides eligible employees with long-term storage benefits for the length of his/her appointment or three years, whichever is less. Effects going into storage are part of the employee's total weight

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- entitlement for relocation as outlined in the appropriate collective agreement or the Senior Management and Excluded Employees Handbooks.
10. The Relocation Coordinator discusses the need for storage and the maximum weight entitlements with the employee at the same time arrangements for the employee's move are being made.
 11. The Relocation Coordinator advises the employee of the maximum weight entitlement for storage purposes, the three year time frame for which costs will be paid by Government, and informs the employee that he/she is responsible for paying any costs for insuring the goods in storage.
 12. The Relocation Coordinator advises the moving company of the requirement for storage and the maximum weight allowance by writing the information on the Relocation Estimate and Authorization form when the arrangements are being made to move the employee's personal effects.
 13. The Relocation Coordinator also advises the moving company that the Government will pay the costs for storage of the effects for a maximum of three years, and that the employee is responsible for insuring the goods in storage. This information is also written on the Relocation Estimate and Authorization form when the Relocation Coordinator is requesting the estimate for the employee's move.
 14. Thirty days before a long term storage contract is due to run out, the Relocation Coordinator advises the employee and the storage company, in writing, that the Government's responsibility for paying storage costs is about to end.
 15. Each time an employee receiving long-term storage benefits moves to a new community and lives in accommodation furnished by the Government, the three year maximum starts over and the moving company is notified to that effect.
 16. When an employee receiving Long Term Storage benefits moves to a new community and lives in accommodation not furnished by the Government, the Government moves the employee's effects from storage and into the new community of employment. The moving company is notified through the Relocation Estimate and Authorization form.
 17. In exceptional circumstances employees may receive extensions to the 3 year period of storage payment. Applications for extensions may be approved by the Deputy Minister of Human Resources.

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18. The cost to move effects out of storage at the termination of employment is the responsibility of the employee.
19. The contract between the Government and the storage company becomes null and void at the end of the three year storage period, or at the point when an employee terminates employment prior to the end of the three year storage contract.
20. At that point, the employee has two options:
 - (1) Remove the goods from the storage company; or
 - (2) Negotiate a new independent storage contract with the storage company and leave the goods in storage.
21. The Relocation Coordinator keeps copies of all correspondence and invoices related to long-term storage in the employee's relocation file.
22. The Relocation Coordinator pays all invoices for storage of the employee's personal effects. Each time an invoice is paid, the Relocation Coordinator checks the employee's storage end date to ensure the Government's responsibility has not ended.

AUTHORITIES AND REFERENCES

23. Main Collective Agreement with NEU
Article 40.16 - Long Term Storage
24. Collective Agreement with NTA
Appendix B2 Relocation
25. Senior Management and Excluded Employees Handbooks
Long Term Storage



ALLOWANCES AND BENEFITS
Long Term Storage

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CONTACTS

26. For further information or clarification, please contact:

Director Corporate Services
Department of Human Resources
Iqaluit, Nunavut
975-6200

or

Director Corporate Services
Department of Education
Iqaluit, Nunavut
975-5616



FOOD AND TRANSPORTATION ASSISTANCE

PURPOSE

1. The Government provides a recoverable advance to assist employees with food and transportation costs when employees are appointed or transferred to specific communities.

APPLICATION

2. These guidelines and procedures apply to all indeterminate employees of the Government of Nunavut.

DEFINITIONS

3. **Food and Transportation Assistance** is financial assistance for indeterminate employees who are newly appointed or transferred to specific communities for the first time. The assistance covers the purchase and transportation of food supplies to cover the needs of the household for the first 12 months in the new community.

PROVISIONS

4. Food and transportation assistance is a recoverable advance up to a maximum of \$5,000.00 per household.
5. Employees are eligible for the food and transportation assistance on initial hire or transfer to one of the following communities:

Arctic Bay	Gjoa Haven	Whale Cove
Arviat	Grise Fiord	Kugaaruk
Baker Lake	Hall Beach	Pond Inlet
Qikiqtarjuaq	Kugluktuk	Repulse Bay
Cape Dorset	Igloolik	Resolute Bay
Chesterfield Inlet	Kimmirut	Sanikiluaq
Clyde River	Pangnirtung	Taloyoak
Coral Harbour		

6. The food and transportation assistance is recovered through bi-weekly payroll deductions. The number of deductions are not to exceed the term of employment or 12 months, whichever is the shorter period of time.



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7. Employees appointed or transferred to one of the communities listed in #5 are to request the food and transportation assistance on acceptance of the offer of employment.
8. The Government issues the recoverable advance and arranges for bi-weekly payroll deductions to commence the month following payment to the employee.
9. The employee purchases and arranges transportation by sea or air of foodstuffs as necessary to provide sufficient supplies until the next available sealift.
10. All shipments are the responsibility of the employee. Loss and damage claims are dealt with by the employee and the shipper or supplier.

AUTHORITIES AND REFERENCES

11. Main Collective Agreement with NEU
Article 40.12 - Food and Transportation Assistance
12. Collective Agreement with the NTA
Appendix B2.24 Food and Transportation Assistance

CONTACTS

13. For further information or clarification, please contact:

Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881

or

Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211



NORTHERN ALLOWANCE

PURPOSE

1. The Government pays a northern allowance to make up the differences in the cost of living between Nunavut communities and larger “designated” southern centres and to equalize the compensation of Government of Nunavut employees across Nunavut who may face different economic conditions in different communities.

APPLICATION

2. These guidelines and procedures apply to all employees.

PROVISIONS

3. Employees do not have to apply for this allowance.
4. The allowance is pro-rated to an hourly rate by dividing the annual rate by the standard yearly hours (1950 or 2080). The allowance can be paid on a bi-weekly basis or banked and paid out as a lump sum payment.
5. The allowance is not paid for periods of overtime or periods of leave without pay.
6. For all employees, the allowance is based on the community in which an employee is employed, as set out in Attachment "A".
7. The Department of Human Resources initiates the allowance for an employee.

AUTHORITIES AND REFERENCES

8. Main Collective Agreement with the NEU
Article 39 Nunavut Northern Allowance
9. Collective Agreement with the NTA
Appendix B1 Nunavut Northern Allowance

 ALLOWANCES AND BENEFITS	Human Resource Manual
Northern Allowance	Section 1514

CONTACTS

10. For further information or clarification, please contact:

Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881



Appendix A

Northern Allowance

Teachers, NEU & Excluded Employees

The Annual Rates for Northern Allowance are as follows:

**Effective April 1, 2005 –
September 30, 2006**

Community

Arctic Bay/Nanisivik	\$ 20,637
Arviat	\$ 17,370
Baker Lake	\$ 20,058
Cambridge Bay	\$ 16,220
Cape Dorset	\$ 17,260
Chesterfield Inlet	\$ 19,043
Clyde River	\$ 18,904
Coral Harbour	\$ 19,162
Gjoa Haven	\$ 21,674
Grise Fiord	\$ 28,346
Hall Beach	\$ 19,384
Igloodik	\$ 18,576
Iqaluit	\$ 12,109
Kimmirut	\$ 15,732
Kugaaruk	\$ 21,916
Kugluktuk	\$ 18,134
Pangnirtung	\$ 15,475
Pond Inlet	\$ 19,921
Qikiqtarjuaq	\$ 18,624
Rankin Inlet	\$ 15,234
Repulse Bay	\$ 18,012
Resolute Bay	\$ 23, 428
Sanikiliuaq	\$ 16,695
Taloyoak	\$ 25,030
Whale Cove	\$ 17,741

 <p style="text-align: center;">INSURANCES</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Public Service Health Care Plan (PSHCP)</p>	<p style="text-align: center;">Section 1601</p>

**PUBLIC SERVICE HEALTH CARE PLAN
(PSHCP formerly GSMIP)**

PURPOSE

1. The Government provides an optional supplementary health care plan.

APPLICATION

2. These guidelines and procedures apply to all employees, except the following:
 - casual employees with less than **six** months continuous service; and
 - term employees with less than **six** months continuous service.

DEFINITIONS

3. **Supplementary Health Care** means to supplement other benefits. For the purposes of this section, other benefits will mean the Territorial Health Care Plan.

PROVISIONS

4. Participation, including the level of coverage, is optional for all employees except senior managers who must take benefit level III.
5. All premiums are deducted from pay.
6. Information on PSHCP is available in Compensation and Benefits, Department of Finance.
7. Claims must be made no later than six months from the end of the year, in which expenses were incurred.

Enrolment

8. An employee decides what, if any, coverage is wanted during documentation and completes the necessary forms.
9. The Compensation and Benefits Division enrolls eligible employees.

 <p style="text-align: center;">INSURANCES</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Public Service Health Care Plan (PSHCP)</p>	<p style="text-align: center;">Section 1601</p>

Making a Claim

10. Employees obtain receipts for all medical services.

11. Employees send claims along with receipts, to:

Public Service Health Care Plan
Sun Life of Canada
PO Box 9601, CSC-T
Health Claims Office
OTTAWA ON K1G 6A1
Telephone 1-888-757-7427

12. The claim is reimbursed and sent to the employee.

13. The employee must make appeals to questionable or denied claims directly to:

The Secretary
Board of Management of the PSHCP
c/o The National Joint Council
P.O. Box 1525
OTTAWA ON K1A 5V2

AUTHORITIES AND REFERENCES

14. The Public Service Health Care Plan Booklet

15. Insurance Administration Manuals

Chapter 2, PSHCP

CONTACTS

16. For further information or clarification, please contact:

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**

 <p style="text-align: center;">INSURANCES</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Supplementary Death Benefits (SDB)</p>	<p style="text-align: center;">Section 1602</p>

SUPPLEMENTARY DEATH BENEFIT (SDB)

PURPOSE

1. The Government provides a basic life insurance policy to all employees who contribute to the superannuation plan. The supplementary death benefit (SDB) insurance is compulsory.

APPLICATION

2. These guidelines and procedures apply to all employees, except for the following:
 - those who opted out in 1954 and have been employed in the public service substantially without interruption since 1956.

DEFINITIONS

3. **Participant** is an employee who contributes to the supplementary death benefit plan.
4. **Elective Participant** is a person who retains coverage after ceasing to be employed. Employees must have five years of continuous service or five years participation in the plan, to do this.
5. **Beneficiary** is the person to whom the benefits will be paid. The following are eligible beneficiaries:
 - the estate;
 - any person 18 or older at the time of designation;
 - any charitable or benevolent organization or institution; or
 - any educational or religious organization or institution, which is supported by alms.

PROVISIONS

6. Coverage includes a benefit equal to two years salary, adjusted up to the next multiple of \$1000. The amount of the benefit automatically goes up as an employee's salary increases.
7. The SDB benefit decreases by 10% for each year beyond the age of 65. The yearly reduction takes effect on April 1 or October 1. Employees, who

 <p style="text-align: center;">INSURANCES</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Supplementary Death Benefits (SDB)</p>	<p style="text-align: center;">Section 1602</p>

have participated in SDB for five years, are entitled to special provisions when they reach age 65.

8. Contributions are at the rate of \$.15 cents a month for every \$1000 coverage. There is no provision for a return of contributions.
9. Coverage begins on the date of becoming a contributor to the Superannuation Account. Coverage continues until the date the employment ceases, unless the employee becomes an elective participant.
10. Coverage continues while on leave of absence, with or without pay, as long as contributions are made.
11. Contributors may designate a beneficiary to whom the benefit is paid in the event of their death.
12. Participants can cancel a beneficiary and assign a new beneficiary. The request must be in writing, dated and witnessed.
13. Benefits are normally paid directly to the beneficiary named. If a beneficiary is not named, the benefits are paid to the estate. The exception is married males who were participants prior to December 20, 1975. Payment is made to the widow who was married to the participant prior to December 20, 1975.
14. Under certain circumstances, all or a portion of the death benefit can be applied directly against the expenses for the final maintenance, burial or funeral of a participant.
15. Enrolment in the SDB plan is automatic upon participation in the superannuation plan.
16. Employees must designate a beneficiary. The Compensation and Benefits Division provides the necessary forms for designating and changing beneficiaries.
17. Contributions are automatically deducted from the employees' pay.

 <p style="text-align: center;">INSURANCES</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Supplementary Death Benefits (SDB)</p>	<p style="text-align: center;">Section 1602</p>

AUTHORITIES AND REFERENCES

- 18. Your Superannuation Plan
by the Treasury Board of Canada

- 19 Insurance Administration Manual
Supply and Services Canada
Chapter 6, Supplementary Death Benefit

CONTACTS

- 20. For further information or clarification, please contact:

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**

 <p style="text-align: center;">INSURANCES</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Public Service Management Insurance</p>	<p style="text-align: center;">Section 1603</p>

**PUBLIC SERVICE MANAGEMENT
INSURANCE PLAN (PSMIP)**

PURPOSE

1. PSMIP is insurance provided by the Government to eligible employees. Coverage includes group life, accidental death and long term disability.

APPLICATION

2. These guidelines and procedures apply to all excluded employees and senior managers, except:
 - those who cannot pass PSMIP medical requirements; and
 - those appointed to a term of less than three months.

DEFINITIONS

3. **Basic Life Insurance** is equal to one year of annual salary; two years for managers. For the purposes of PSMIP annual salaries are adjusted up to the nearest \$1,000.00 interval.
4. **Annual Salary** means annual salary adjusted up to the nearest \$1,000.00 interval.
5. **Supplementary Life Insurance** is optional additional life insurance equal to one year's annual salary.
6. **Accidental Death and Dismemberment Insurance** is additional insurance that provides benefits for certain injuries and death.
7. **Long-Term Disability Insurance (LTD)** means a taxable income supplement program providing income to eligible employees.
8. **Underwriter** means National Life Assurance Company of Canada.
9. **The Compensation and Benefits Division** is the Division responsible for pay and benefits administration.
10. All eligible employees must participate in the LTD program. Other coverage is optional.

 <p style="text-align: center;">INSURANCES</p>	<p>Human Resource Manual</p>
<p>Public Service Management Insurance</p>	<p>Section 1603</p>

11. Applications to join the plan should be submitted within 60 days of becoming eligible. If applied for after the first 60 days, medical evidence must accompany the application.
12. Supplementary life insurance is available only to members who have basic life insurance and submit satisfactory medical evidence.
13. Accidental death and dismemberment is available to members who have basic life insurance and submit satisfactory medical evidence. It is available in blocks of \$25,000 to a maximum of ten blocks or \$250,000.
14. The life insurance coverage limit is \$5,000 for the spouse and \$2,500 for dependant child. The amount payable doubles if the death is accidental.
15. All benefits continue if the employee is on leave without pay. Premiums are paid by the employee and the employer during the leave.
16. Conversion privileges to a private plan for life and accidental death insurance are available upon termination subject to certain restrictions.
17. Employees who were members of the LTD plan before November 1, 1970, may cancel LTD coverage anytime.
18. Employees who were members of the LTD plan after November 1, 1970, may cancel all benefits under PSMIP except the LTD benefit.
19. Employees are automatically notified of any changes to the plan's benefits.

Supplementary Life Insurance and Accidental Death and Dismemberment

20. Employees contact the Compensation and Benefits to apply for coverage. The applications are sent to National Life Assurance for approval.
21. The Government deducts the premiums directly from the employee's pay. If the application is not approved, premiums are refunded.
22. All coverage except LTD may be cancelled by written authorization from the employee.

 <p style="text-align: center;">INSURANCES</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Public Service Management Insurance</p>	<p style="text-align: center;">Section 1603</p>

23. Upon death of the employee or insured dependants, Compensation and Benefits provides all forms and counselling to the claimants. Once completed, the forms are returned to Compensation and Benefits who submit them to the insurer.
24. Upon retirement, the employee is notified by Compensation and Benefits of what benefits may be converted to personal plans, and what action is needed.

AUTHORITIES AND REFERENCES

25. Superannuation Administration Manual
Chapter 4, PSMIP/LTD
26. Public Service Management Insurance Plan Booklet
27. Public Service Management Insurance Plan booklet for the Management Category
28. Senior Management Handbook
Insurance
29. Excluded Employees Handbook
Insurance

CONTACTS

30. For further information and clarification, please contact:

Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881

 <p style="text-align: center;">INSURANCES</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Accidental Death and Dismemberment Insurance</p>	<p style="text-align: center;">Section 1604</p>

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

PURPOSE

1. The Government provides accidental death or dismemberment insurance coverage for employees while on the business of the employer. The policy is coordinated through the Taxation and Risk Management Division of the Department of Finance. The information provided here is only a summary of coverage. Employees should refer to Taxation and Risk Management for complete details on the policy.

APPLICATION

2. These guidelines and procedures apply to all employees under age 70.

DEFINITIONS

3. **Policyholder** means the Government.
4. **Class I** is the Commissioner, Ministers, Executive Assistants, Members of the Legislative Assembly, Territorial Judges, and all Managers whose named positions are on file with the policyholder.
5. **Class II** is all other Government employees and contract physicians not covered under Classes I and III.
6. **Class III** is all employees, members and guests of public boards, committees and agencies, not covered in Class I and II, whose positions are on file with the policy holder.
7. **Class IV** is all student legal clerks who travel with the Supreme Court.
8. **Business Travel** is travel while on assignment by, or at the direction of, the Policyholder.

PROVISIONS

9. The maximum coverage for Class I employees is \$200,000 per accident. For Classes II, III, and IV the maximum coverage is for \$100,000 per accident.

 <p style="text-align: center;">INSURANCES</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Accidental Death and Dismemberment Insurance</p>	<p style="text-align: center;">Section 1604</p>

10. Class I employees have 24 hour accident protection for business and pleasure travel. Classes II, III, IV have 24-hour accident protection for business travel only.
11. The rehabilitation benefit is a maximum of \$3000 per accident.
12. The repatriation benefit is a maximum of \$3000 per accident. This benefit provides for a deceased to be transported home after a fatal accident.
13. Coverage for loss or loss of use is determined, according to a table of losses. The loss must occur within 365 days of the accident and only one indemnity (the greater) is paid per accident. The table of losses is available from Taxation and Risk Management.
14. The policy contains some exclusion and restrictions of coverage.
15. Employees are automatically covered. No enrolment forms are needed.
16. The notice of loss must be given to Taxation and Risk Management no later than 30 days from the date of the accident or the beginning of the disability due to sickness.
17. Proof of loss must be submitted 90 days from the date of accident or the beginning of the disability due to sickness.

CONTACTS

18. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

or

**Director Taxation and Risk Management
Department of Finance
Iqaluit, Nunavut
975-5809**

	INSURANCES	Human Resource Manual
	Disability Insurance (DI)	Section 1605

DISABILITY INSURANCE (DI)

PURPOSE

1. The Government provides disability insurance to employees. The insurance gives employees some income protection if they become disabled and are unable to work.

APPLICATION

2. These guidelines and procedures apply to all employees .

DEFINITIONS

3. **Commensurate occupation** means a job that the employee can reasonably qualify for with training, education or experience. The rate of pay must be at least two thirds of the pay for the employee's regular occupation.

PROVISIONS

4. Disability insurance provides an employee with up to 70% of salary if the employee becomes disabled. The benefits are reduced by 100% of any other payments the employee receives for a disability.
5. Benefits are payable after a waiting period of 13 consecutive weeks or after all sick leave credits are used, whichever is later.
6. Benefits are normally provided up to 24 months. The employee must remain disabled from the position for benefits to continue.
7. Benefits can be extended beyond 24 months if the employee is disabled from any commensurate occupation.
8. Benefits are provided to the employee's 65th birthday if the disability continues.
9. The Government has no control over the granting of disability benefits. The insurance company decides if an application is approved.
10. When an employee is going to be off for a lengthy time due to disability the department, board or agency can fill the employee's position. However, the department, board or agency must have another position available when the employee returns.

	INSURANCES	Human Resource Manual
	Disability Insurance (DI)	Section 1605

11. The employee submits a medical certificate and a sick leave application. The certificate must state the employee cannot work.
12. The supervisor reviews the application. If the certificate provides enough information, the leave is approved. Supervisors may ask for specific information on how long the employee will be off work.
13. Upon request the Compensation and Benefits Division provides the employee with information and application forms for disability insurance.
14. The employee completes the applicable forms and returns them to Compensation and Benefits. Compensation and Benefits fills out the applicable forms and sends them to the insurance company.
15. The employee's doctor must complete the applicable forms and send them to the insurance company.
16. The supervisor continues to check the leave status of the employee. If more leave is required, the supervisor makes sure a leave application is submitted.
17. After the employee has been on leave for an extended period (6 months to 1 year is considered an extended period) the supervisor should ask the employee, in writing, to get a prognosis from the employee's doctor. A copy of the employee's job description should be included to assist the doctor. The prognosis should state if/when the employee can return to work and what duties the employee can/will be able to perform.
18. If the prognosis states that the employee will soon return then the supervisor should be flexible in the granting of leave.
19. However, if the prognosis indicates that the employee cannot return to the position occupied prior to the health problem, steps can be taken to find another position to which the employee could be appointed with duties that are within his/her capabilities considering the employee's state of health.
20. If an agreement cannot be reached with the employee on an appropriate position, consideration could be given to terminating the employee for medical reasons. This would only be done as a last resort after a thorough examination of all the possibilities for alternate employment.
21. Longer term employees might prefer to retire for medical reasons. Depending on the length of service, the employee may qualify for an

 <p style="text-align: center;">INSURANCES</p>	Human Resource Manual
Disability Insurance (DI)	Section 1605

unreduced pension due to his/her state of health. This should be explored with Compensation and Benefits to ensure all the facts are known before proceeding.

AUTHORITIES AND REFERENCES

- 22. Main Collective Agreement with NEU
Article 20, Sick Leave
- 23. Collective Agreement with NTA
Article 14, Sick Leave
- 24. The Disability Insurance (DI) Plan booklet for the Public Service of Canada
- 25. Nunavut Human Rights Act

CONTACTS

- 26. For further information or clarification, please contact:

Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881

	
INSURANCES	Human Resource Manual
Dental Plan	Section 1606

DENTAL PLAN

PURPOSE

1. The Government provides an optional dental benefit to all eligible employees.

APPLICATION

2. These guidelines and procedures apply to all employees, except for the following:
 - casual employees with less than six months continuous service; and
 - part time employees with less than six months continuous service.
3. All employees must satisfy a six-month waiting period.

DEFINITIONS

4. **Administrator** means Green Shield Prepaid Services Incorporated
5. **Continuous Service** for casual employees is any period of employment with the public service that is not broken by more than twenty consecutive working days. For full-time and indeterminate employees, any period of employment not broken by more than three months is continuous service.
6. **Dependant** means a person living with the employee who is:
 - (a) a spouse;
 - (b) a child, step child or adopted child who is under 21 (a child over 21 can also be dependent due to mental or physical infirmity); or
 - (c) a relative who is wholly dependent for support because of mental or physical infirmity.

In the case of employees represented by the Federation of Nunavut Teachers bargaining unit, a child can attend school or another institution outside of the employee's community of residence and remain a dependant.

**INSURANCES****Human Resource Manual****Dental Plan****Section 1606**

7. Orthodontics means the treatment of potential or current dental problems that affect appearance, bite and overall health.
8. The Compensation and Benefits Division provides eligible employees with a detailed description of plan benefits.
9. Employees are responsible for claiming for reimbursement of eligible expenses.
10. Claims are accepted for a maximum of 12 months from the treatment date.
11. Reimbursement is limited to \$1,000 of eligible expenses for each benefit year for each employee or dependant. Orthodontic claims are limited to a lifetime maximum of \$3,000 per dependant.
12. The yearly deductible is \$25 for single coverage and \$50 for family coverage.
13. Dental benefits are available at no premium to the employee.
14. Dental coverage continues during disability and leave without pay.
15. No benefits are paid for cosmetic treatment, for lost or stolen appliances, or for services that are covered through another dental or health care plan.
16. No information regarding the plan's membership is released by the Government to any outside agency, without written authorization from the employee.
17. The Compensation and Benefits Division prepares all enrolment documentation and forwards it to the administrator.
18. The administrator issues an identification card to the employee.
19. Employees must advise Compensation and Benefits of any changes in information that may affect their entitlement to benefits.
20. Employees present a valid identification card when they visit a dental office for treatment.
21. The employee is responsible for payment to the dental office. Some dentists bill the administrator directly.

 <p style="text-align: center;">INSURANCES</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Dental Plan</p>	<p style="text-align: center;">Section 1606</p>

22. If the employee is billed by the dental office, the employee sends the completed dental claim form to the administrator for reimbursement.
23. If the treatment is expected to cost over \$500 an estimate should be sent to the administrator to confirm coverage.

AUTHORITIES AND REFERENCES

24. Main Collective Agreement with NEU
Article 37, Superannuation and Benefits
25. Collective Agreement with NTA
Article B5, Dental Plan
26. Senior Managements' Handbook
Dental Plan
27. Excluded Employees' Handbook
Dental Plan

CONTACTS

28. For further information and clarification, please contact:

**Director Compensation and Benefits
 Department of Finance
 Iqaluit, Nunavut
 975-5881**

	
<p style="text-align: center;">INSURANCES</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Nunavut Health Care Plan</p>	<p style="text-align: center;">Section 1607</p>

NUNAVUT HEALTH CARE PLAN

PURPOSE

1. Residents of Nunavut are entitled to health care under the Nunavut Health Care Plan. This plan is administered by the Department of Health and Social Services. It is included here for information only.

APPLICATION

2. The Nunavut Health Care Plan is normally available to all residents of Nunavut. Information on exceptions can be obtained from the Department of Health and Social Services.

DEFINITION

3. **Resident** means anyone continuously residing in Nunavut for three months or more, intending to stay for at least 12 months.

PROVISIONS

4. To apply for coverage, residents must contact the Department of Health and Social Services.
5. Applications and information are available from the Department of Health and Social Services.
6. Individuals who move to Nunavut from within Canada must wait three months before becoming eligible for health care benefits.
7. All residents must apply to the Department of Health and Social Services for registration with the Health Care Plan.

	INSURANCES	Human Resource Manual
	Nunavut Health Care Plan	Section 1607

AUTHORITIES AND REFERENCES

8. Your Health Care Benefits
Booklet by Department of Health and Social Services

CONTACTS

9. For further information or clarification, please contact:

Manager Health Insurance Programs
Department of Health and Social Services
Rankin Inlet, Nunavut
645-8002

 <p style="text-align: center;">INSURANCES</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Worker's Compensation</p>	<p style="text-align: center;">Section 1608</p>

WORKERS' COMPENSATION

PURPOSE

1. Employees who are injured at work, or suffer from an industrial disease may be eligible for benefits under the *Workers' Compensation Act*. Workers' Compensation is employer paid accident insurance, designed to cover lost earnings up to the year's maximum insurable remuneration (YMIR).

APPLICATION

2. These guidelines and procedures on Workers' Compensation apply to all employees.

DEFINITIONS

3. **WCB** stands for Workers' Compensation Board.
4. **Years Maximum Insurable Remuneration (YMIR)** is the maximum amount of an employee's earnings covered by compensation. An employer only pays premiums up to that figure and earnings over YMIR are not considered if a worker is injured.

PROVISIONS

5. Workers' Compensation Benefits can only be approved by the WCB.
6. An employers' report of accident form must be completed by the department and received by WCB within 72 hours of the accident. WCB charges a penalty of \$250 for late filing.
7. Benefits under Workers' Compensation are calculated by the WCB. The benefits are non-taxable. The level of benefit is 90% of earnings up to the YMIR; minus the amount that would have been deducted for employment Insurance (EI), Canada Pension Plan (CPP) and Income Tax.
8. During the period before a WCB claim is approved, employees can have their regular salary continue by assigning their Workers' Compensation benefits to the Government. Payments will be sent to the Compensation and Benefits Division of the Department of Finance for processing.

	INSURANCES	Human Resource Manual
	Worker's Compensation	Section 1608

9. Injury-on-duty leave with pay up to 30 working days is approved by the employee's supervisor.
10. Injury-on-duty leave with pay may be extended by the Deputy Head of the employing department.
11. The employee fills out a "worker's report of accident".
12. The supervisor fills out the "employer's report of accident". If there is an accident investigation report, attach it to the "employers' report".
13. The department sends the originals to WCB and one copy to the Department of Human Resources to be placed in the employee's file.
14. The department initially enters the employee's time off as sick leave, which is changed later to injury on duty leave with pay, if the claim is approved by WCB.
15. The WCB decides whether or not to accept the claim. If it is accepted they will send an "assignment of workers' compensation" form to the employee. In order to have their regular pay continue for the period from the beginning of sick leave to the approval of the claim by the WCB, the employee should sign the form immediately and send it back to WCB with a copy to the Department of Human Resources.
16. The Department of Human Resources will advise the employing department and the Pay Administrator that the claim has been accepted.
17. If the department receives notification that the claim is approved the leave administrator changes the sick leave to injury on duty leave.

When an Employee is going to be off work more than 30 days

18. After the WCB approves the claim, the leave administrator from the employing department places the employee on injury-on-duty leave without pay. The administrator must advise WCB and the employee of the effective date of change so any further payments from the claim are sent directly to the injured worker.
19. Where exceptional circumstances warrant, the Deputy Head of the employing department may approve extension of injury-on-duty leave with pay.

 <p style="text-align: center;">INSURANCES</p>	Human Resource Manual
Worker's Compensation	Section 1608

20. If the time off is expected to last more than 13 weeks the employee should meet with their Compensation and Benefits Officer regarding their disability insurance benefits.

AUTHORITIES AND REFERENCES

21. NEU Collective Agreement
Article 21.03 Injury-on-Duty Leave
22. NTA Collective Agreement
Article 15.03, Injury-on-Duty Leave
23. Senior Managers' Handbook
Injury-on-Duty Leave (With Pay)
24. Excluded Employees' Handbook
Injury-on-Duty Leave (With Pay)
25. Workers' Compensation Board Act and Regulations

CONTACTS

26. For further Information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**

or

**Manager Employer Services
Worker's Compensation Board of Nunavut and the Northwest
Territories
Iqaluit, Nunavut
979-8510**

	INSURANCES	Human Resource Manual
	Indemnification	Section 1609

INDEMNIFICATION

PURPOSE

1. From time to time, Government employees may face legal action as a result of performing their duties with the Government. The Government recognizes the importance of protecting its employees and former employees from these actions.
2. Employees should be able to perform their duties knowing that the Government will protect them in legal actions that may result.

APPLICATION

3. These guidelines and procedures apply to all employees.

DEFINITIONS

4. **Indemnification** means that the Government will protect its employees from certain liability if legal actions are brought against them in the performance of their duties.

PROVISIONS

5. Bargaining unit employees are indemnified as outlined in the appropriate Collective Agreement.
6. Excluded and senior management employees receive indemnification under Government policy.
7. Employees may receive help and protection in the following circumstances:
 - (1) they are sued for negligence or other civil wrong doings apparently committed by them in the performance of their duties; and
 - (2) the conduct which led to the action was not a gross disregard for or neglect of duties.
8. Employees served with legal proceedings related to the performance of their duties must tell their Deputy Head immediately. Employees who do not tell their Deputy Head under this guideline will not receive the benefit of this directive.

	
<p style="text-align: center;">INSURANCES</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Indemnification</p>	<p style="text-align: center;">Section 1609</p>

9. The Deputy Head contacts the Deputy Minister of Justice to determine what action to take.
10. The matter is examined to decide if the employee will receive help and protection. The criterion outlined in item 7 above will be used.
11. If the provisions of item 7 are met, the Government accepts full responsibility for the action and the employee agrees to cooperate with appointed legal counsel.
12. The Deputy Head and the employee agree on appropriate legal counsel. If they cannot agree, the Deputy Head consults with the Deputy Minister of Justice and appoints legal counsel.
13. The employing department pays legal fees and damages or costs in a legal action.
14. The employee's department pays any sum needed to settle the claim. The employee's Deputy Head must approve settlements.

AUTHORITIES AND REFERENCES

15. Collective Agreement with the NTA
Appendix B5 – Civil Liability
16. Main Collective Agreement with the NEU
Article 45 – Civil Liability

CONTACTS

17. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

 <p style="text-align: center;">INSURANCES</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Employment Insurance</p>	<p style="text-align: center;">Section 1610</p>

EMPLOYMENT INSURANCE

PURPOSE

- Workers of Nunavut are entitled to benefits under the *Employment Insurance Act*. This plan is administered by Human Resource Development Canada (HRDC) and is included here for information only.

APPLICATION

- Employment Insurance (EI) is normally available to all workers who lose their jobs and have had premiums deducted from their pay. Details can be obtained from HRDC.

DEFINITIONS

- Workers** includes employees of the Government of Nunavut.

PROVISIONS

- HRDC is responsible for payment of claims.
- The Government is responsible for the completion of records of employment.
- Premiums are deducted automatically from all employees' pay.
- On termination or for periods of extended leave without pay, the Government provides a record of employment.
- Inquiries should be directed to the local HRDC office.

AUTHORITIES AND REFERENCES

- Employment Insurance Act and Regulations*

CONTACTS

- For further information or clarification, please contact:

Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881

	INSURANCES	Human Resource Manual
	Employer Paid Coverage	Section 1611

EMPLOYER PAID COVERAGE

PURPOSE

1. The Government of Nunavut has assumed the cost of providing certain insurance benefits under the Public Service Management Insurance Plan and the Public Service Health Care Plan to employees classified in the Senior Management Group. These positions conform to federal sector employees identified as eligible for employer paid benefits by Treasury Board of Canada.

PROVISIONS

2. Employer-paid coverage applies to:
 - Ministers of the Government of Nunavut
 - Executive Assistants to Ministers
 - Positions within the Government, its boards or agencies that are evaluated under the Senior Management Job Evaluation Plan. This includes but is not limited to:
 - Deputy Ministers and their equivalents;
 - Chief Executive Officers and their equivalents;
 - Assistant Deputy Ministers and their equivalents;
 - Directors and their equivalents;
 - Regional Directors and Superintendents; and
 - CEO's and their equivalents.
3. Where an employee entitled to employer-paid PSMIP coverage, does not want the coverage, the payroll office should have a waiver form signed by the employee. The employee must be aware that there is a five year waiting period, should the employee later decide to cancel the waiver and have PSMIP coverage reinstated.
4. Employees temporarily performing the duties of a position to which employer-paid insurance benefits apply are not entitled to the employer-paid insurance benefits.

 <p style="text-align: center;">INSURANCES</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Employer Paid Coverage</p>	<p style="text-align: center;">Section 1611</p>

5. The effective date of the Government-paid coverage is the later of the date of appointment or, the date of the instrument of appointment to an eligible position.

AUTHORITIES AND REFERENCES

6. Senior Managers' Handbook
7. Superannuation Administration Manual

CONTACTS

6. For further information or clarification, please contact:

**Director Compensation and Benefits
 Department of Finance
 Iqaluit, Nunavut
 975-5881**

	
PENSIONS	Human Resource Manual
Superannuation	Section 1701

SUPERANNUATION

PURPOSE

1. The Government values the service of its employees. It wishes to protect long-service employees and their families from total loss of income after employment ends.
2. The Government participates in the Federal Public Service Superannuation Plan. This plan is governed by the *Public Service Superannuation Act (PSSA)*.
3. Pension benefits are indexed to compensate for cost of living increases.

APPLICATION

4. These guidelines and procedures apply to all employees except:
 - employees who are on leave of absence from another employer and who contribute to the pension plan of that employer;
 - seasonal employees who have not completed six months of continuous employment;
 - employees appointed for a term of six months or less, and who do not have six months continuous employment;
 - employees who are 71 years of age or older;
 - employees who work fewer than 12 hours per week; and
5. For purposes of pensionable employment, a break in service of one day or less is considered to be continuous.

DEFINITIONS

6. **Average Annual Salary** is the average of the highest five consecutive years of salary.
7. **Interest** is as determined by Treasury Board of Canada, and can be found in the Superannuation Administration Manual (SAM) Chapter 4.2.3.
8. **Locked In** means that funds remain in the plan until normal retirement age.
9. **Pensionable Service** is the service on which benefits are based when employment ends.



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10. **Return of Contributions** is the return of money paid by an employee to the superannuation plan plus accumulated simple interest.
11. **Salary** is the pay received for performing the regular duties of a position. Allowances, payment for overtime or other compensation are not part of pay unless listed in the Regulations.
12. **Retirement** is termination of employment with entitlement to an immediate annuity under the *PSSA*.

PROVISIONS

13. If any part of this policy conflicts with legislation, the legislation prevails.
14. Pension takes one of the following three forms:
 - an "immediate annuity" (an unreduced pension that starts when employment ends);
 - a "deferred annuity" (an unreduced pension that starts at age 60);
 - an "annual allowance" (a reduced pension that begins on or after age 50).
15. An employee who works at least 12 hours per week is required to contribute to the superannuation plan.
16. An employee contributes 7.5% of salary to the superannuation plan. The Government contributes 2.14 times the employee's contribution.
17. The *PSSA* is integrated with the Canada and Quebec Pension Plans (CPP and QPP). An employee's contributions are reduced to 4.0% on salary up to the yearly maximum pensionable earnings (YMPE) for CPP.
18. The *PSSA* pension benefit is reduced by the employee's pension entitlement under CPP when the employee reaches the age of 65 or when the employee becomes eligible for a disability benefit under CPP. The amount of the reduction is based upon the CPP benefit earned by the employee while a contributor under the *PSSA*.
19. Annual pension is 2% of the average annual salary, multiplied by the years of pensionable service to a maximum of 35 years. The maximum pension is 70% of the average annual salary.



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20. For an employee with less than two years of pensionable service Superannuation must pay out a return of contributions when employment ceases.
21. An employee who leaves the Government to work for another employer may transfer pension credits if there is a pension transfer agreement with that employer. If the new employer participates in *PSSA*, the pensionable service remains to the employee's credit with *PSSA*.
22. An employee who terminates employment under age 50 with two or more years service, has the option of taking a transfer value instead of leaving the pension for a deferred annuity or annual allowance. The employee would receive the actuarial value of their pension, which must be transferred to a locked-in RRSP, another registered pension plan, or used to purchase a life annuity.

Survivor Benefits

23. A surviving spouse and dependent children are eligible for benefits.
24. Benefits received under CPP do not affect survivor benefits.
25. If there are more than four dependent children, the maximum benefit is divided among them, as determined by Treasury Board of Canada.
26. If there is no surviving spouse or dependent children, the employee's estate is paid the greater of the total paid into the plan by the employee plus interest, or five years pension payments. Any pension that has already been paid is deducted from the amount the estate receives.

Marital Breakdown

27. In case of marital breakdown, the *Pension Benefits Division Act* provides for the splitting of pension assets between spouses. Employees should consult with the Compensation and Benefits Division in Finance if they require further details.
28. At the start of eligible employment, the Compensation and Benefits Division of Finance helps an employee complete the superannuation documents. A copy of the employee's marriage certificate and birth certificates for the employee and immediate family members are sent to the Superannuation Directorate.



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29. After 35 years of pensionable service an employee's contribution to superannuation is reduced to 1% of salary. This service may be a combination of Government service, prior elective service and service transferred by a transfer agreement.
30. An employee who wishes to retire must contact Compensation and Benefits three months prior to retiring. They will help the employee complete the required forms and send these forms to the Superannuation Directorate.
31. An employee who intends to work after age 65 must complete a Pension Information Release form. This allows pension deductions to continue if the employee's contribution period is less than 35 years.
32. The Pension Information Release form authorizes the Superannuation Directorate to contact CPP for information. On the form, employees also declare CPP pension benefits received.
33. If an employee dies, the Superannuation Directorate must receive the death certificate before surviving dependants can receive benefits.
34. Where the interpretation of the *PSSA* and Regulations is unclear, Compensation and Benefits consults with the Public Works and Government Services Canada Advisory Group in Edmonton, or the Superannuation Directorate. The Superannuation Directorate provides advice or rulings and, where necessary, seeks legal advice.

AUTHORITIES AND REFERENCES

35. *Public Service Superannuation Act*
36. Public Service Superannuation Regulations
37. Superannuation Administration Manual
Published by the Department of Supply and Services, Government of Canada.
38. Your Superannuation Plan
Employee information booklet prepared by Treasury Board of Canada, 1991.

	
PENSIONS Superannuation	Human Resource Manual Section 1701

- 39. Main Collective Agreement with the NEU
Article 37 Superannuation and Benefits
- 40. Senior Managers' Handbook
Pension Plan
- 41. Excluded Employees' Handbook
Pension Plan
- 42. Pension Benefits Division Act

CONTACTS

- 43. For further information or clarification, please contact:

Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881

 <p style="text-align: center;">PENSIONS</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Pensionable Service</p>	<p style="text-align: center;">Section 1702</p>

PENSIONABLE SERVICE

PURPOSE

1. Pensionable service is the period of employment on which pension benefits are earned.

APPLICATION

2. These guidelines and procedures apply to all employees.

DEFINITIONS

3. **Public Service** means employees of the Government, the federal public service, and other public servants as defined by Part II Schedule A of the *Public Service Superannuation Act (PSSA)*.
4. **Substantially Continuous Service** means a person becomes a Government employee within three months of leaving the federal public service, the Canadian Armed Forces, or the RCMP.

PROVISIONS

Prior Elective Service

5. An employee may "elect" to count as pensionable certain periods of service for which contributions were not previously required.
6. An "election" is a form of contract between employee and the Superannuation Directorate. The employee agrees to make the payments required for the elected service. When the election is approved, the service is immediately pensionable. If the employee dies before the prior service is fully paid for, this debt is forgiven.
7. An employee may choose to pay for any previous full-time employment in the public service. This includes service for which Superannuation payments were made and later withdrawn.
8. Employees may also elect the following types of prior service:
 - part-time service in excess of 12 hours per week which occurred after January 1, 1980;
 - eligible service with an employer that has a *PSSA*-approved plan;



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Section 1702

- war service or civilian war service;
 - prior service under the *Canadian Forces Superannuation Act* or the *Royal Canadian Mounted Police Superannuation Act*.
9. An employee may transfer pension service from another employer and pension plan, if there is a Pension Transfer Agreement (PTA) in place. Employees normally have one year after changing employment, or after the PTA becomes effective, to make this option. However, each PTA is separate and can have different requirements.
10. Employees may elect a portion, or the entire period, of service. The service elected must be the most recent period.
11. Employees must undergo a medical examination in all cases except when the election is made within the normal one year time limit for making an election and one of the following criterion are satisfied:
- the prior public service is immediately prior to the employee becoming a contributor – there can be no break, even one day, or
 - for prior service where the employee has at least five years of continuous employment – with no breaks in excess of three months, or
 - when an employee makes a valid election for service after age 65, and is no longer contributing to *PSSA* because of being in receipt of *CPP* or *QPP* benefits.

Leave Without Pay

12. Periods of leave without pay are pensionable, unless the employee makes an option not to count a period of LWOP after the first three months.
13. The contribution rate for periods of leave without pay depends on the length of the leave, and the reason for absence.
14. If leave without pay is for less than three months, there is no change in contribution rate.
15. The employee pays double the employee's normal share after the first three months. Exceptions apply when the Minister of Human Resources certifies that the employee is on leave for one of the following reasons:
- undergoing training that benefits the Government;
 - on maternity, parental or adoption leave, for 52 weeks or less;

	
PENSIONS	Human Resource Manual
Pensionable Service	Section 1702

- for reason of illness or injury;
 - serving in the Canadian Armed Forces;
 - serving on a federal commission, board, or agency; or
 - serving with an international organization when such service benefits the Government.
16. Deductions can continue when there is enough allowance, or other payments, to cover contributions.
17. After a period of leave without pay, a lump sum payment may be made within 30 days. Alternatively, payments may be deducted in equal amounts over a period twice the length of the period of absence.
18. Payments must be made in advance when an employee is on leave for one of the following reasons:
- on loan to the government of another country;
 - serving as a full-time paid official of a public service employee organization or credit union; or
 - on loan to an international organization.
19. Payments are not allowed if an employee is absent without pay and without leave. This occurs, for example, if an employee is suspended. Such absences are not pensionable.
20. Payments are not required if the period of LWOP occurs after the employee has completed 35 years of pensionable service.
21. Certain limitations exist regarding how much LWOP can be counted as part of an employee's pensionable service, where the LWOP is taken on or after 01 January 1996.
22. Employees contact their Benefits Officer for advice and application forms.



PENSIONS
Pensionable Service

Human Resource Manual
Section 1702

AUTHORITIES AND REFERENCES

23. *Public Service Superannuation Act and Regulations*
24. Superannuation Administration Manual
Published by the Department of Supply and Services, Canada

CONTACTS

25. For further information or clarification, please contact:

Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881

	
<p style="text-align: center;">PENSIONS</p>	<p style="text-align: center;">Human Resource Manual</p>
<p style="text-align: center;">Involuntary Termination</p>	<p style="text-align: center;">Section 1703</p>

INVOLUNTARY TERMINATION

PURPOSE

1. The *Public Service Superannuation Act (PSSA)* contains provisions that affect pension benefits when employment ends for reasons such as disability or lay-off.

APPLICATION

2. These guidelines and procedures apply to all employees.

DEFINITIONS

3. **Disability under the PSSA** is “incapable of pursuing regularly any substantially gainful employment”.

PROVISIONS

4. There are no longer any special procedures or options available to an employee who has been dismissed.
5. An employee with less than two years pensionable service is only entitled to a return of contributions, plus interest.

Disability

6. An employee with at least two years of pensionable service who is less than 60 years old is entitled to an immediate annuity when a disability termination is approved by Superannuation Directorate.
7. Health Canada must certify that the employee is totally and permanently disabled.
8. Employees must pay for a medical exam by their doctor.
9. Health Canada must confirm the medical evidence of disability and may require a second medical exam. A second exam is at no expense to the employee.
10. A medical exam may be required of an employee on a disability pension if recovery is indicated.

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	Involuntary Termination	Section 1703

11. Where Health Canada confirms that the employee is not disabled within the meaning of the *PSSA*, the employee must either continue working, or exercise an option for a benefit from the plan based on their years of service and age.
12. Where an exam indicates recovery, or where an employee fails to comply with an examination request and is deemed to have recovered, payment of the pension is suspended until age 60. With 30 years service payment is suspended until age 55 or until the employee again becomes disabled.

Lay-Off

13. Employees may choose any of the benefits to which their age and years of service entitle them.
14. In cases of layoff after age 55, where the employee has at least 10 years of pensionable service, the reduction normally applied to an annual allowance may be waived.

AUTHORITIES AND REFERENCES

15. *Public Service Superannuation Act and Regulations*
16. *Superannuation Administration Manual*
Published by the Department of Supply and Services, Canada.

CONTACTS

17. For further information or clarification, please contact:

Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881

	PENSIONS	Human Resource Manual
	Canada Pension Plan	Section 1704

CANADA PENSION PLAN

PURPOSE

1. Government employees are covered by the Canada Pension Plan (CPP). It provides protection against loss of income due to retirement, death or disability.

APPLICATION

2. These guidelines and procedures apply to all employees except those employed in the Province of Quebec. In the Province of Quebec employees are covered by the Quebec Pension Plan (QPP).

DEFINITIONS

3. **CPP premium** is the money an employee must pay into CPP each month.

PROVISIONS

4. CPP provides for the following:
 - retirement pensions;
 - disability pensions;
 - benefits for dependent children of disabled persons;
 - lump sum death benefits;
 - pensions to surviving spouses; and
 - orphans' benefits.
5. A pension index ties the plan's benefits to the Consumer Price Index. Pensions are adjusted each January.
6. Employees pay CPP premiums if they do not work in the Province of Quebec and are older than 18. Employees more than 70 years old may not pay premiums.
7. The Government matches each employee's premiums.

	PENSIONS	Human Resource Manual
	Canada Pension Plan	Section 1704

AUTHORITIES AND REFERENCES

8. The following booklets and pamphlets are available from the Canada Pension Plan:

- Death Benefit
- Disability Pensions and Benefits
- How to apply for Canada Pension Plan Benefits
- Retirement Pension
- Survivors' Benefits
- Your Canada Pension Plan
- Youths 18-25 Years of Age and the Canada Pension Plan.

CONTACTS

9. For further information or clarification, please contact:

**Information Directorate
Health and Welfare Canada
Brooke Claxton Building
Ottawa, Ontario
K1A 0K9**

	TERMINATION OF EMPLOYMENT	Human Resource Manual
	Lay-Off	Section 1802

LAY-OFF

PURPOSE

1. This section outlines the process to be followed when a position is eliminated because the duties are no longer required to be performed.

APPLICATION

2. These guidelines and procedures apply to all employees.

DEFINITIONS

3. **Continuous Employment and Continuous Service** means:
 - (1) (a) uninterrupted employment with the Public Service; or
 - (b) uninterrupted employment with the Government of the Northwest Territories provided that the employee was employed by the Public Service on April 1, 1999.
 - (2) prior employment of an employee who was laid off and reappointed to a position in the public service.
 - (3) where an employee other than a casual ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three (3) months; his/her periods of employment for purposes of superannuation, severance pay and vacation shall be considered as continuous employment with the Public Service.
4. **Lay-off** means an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function and who is suitable for continued employment in the Public Service. Lay-off does not mean an employee whose employment has been terminated because of a transfer of the work or function to another employer where the employee is offered employment with the new employer.
5. **Deputy Head** means the Deputy Minister of a Department, The Chief Executive Officer or President of a Board or Agency, or a person duly appointed as a Deputy Head.

**TERMINATION OF EMPLOYMENT****Human Resource Manual****Lay-Off****Section 1802**

6. **Internal Competition** is a competition held within a department that is limited to employees of that department who have been notified that their positions will be discontinued or significantly changed.
7. **Reasonable Job Offer** means an offer of indeterminate employment within the public service, normally at a pay level equal to or greater than the employee's current level. Where possible, a reasonable job offer shall be within the employee's headquarters.
8. A change in departmental structure, responsibilities or functions must be made in accordance with the Government's Organization Policy.
9. Employees may be placed in other vacant positions for which they are qualified within the Department.

AUTHORITIES AND REFERENCES

10. Main Collective Agreement with the NEU
Article 2.01(s) Interpretations and Definitions
Article 31.01 – Lay-off

CONTACTS

11. For further information or clarification, please contact:

**Director
Employee Relations
Department of Human Resources
975-6211**

	TERMINATION OF EMPLOYMENT	Human Resource Manual
	Layoff – NTA Bargaining Unit	Section 1802 (a)

LAY-OFF - NTA BARGAINING UNIT

PURPOSE

1. These guidelines outline the process to be followed when a reduction in staff is necessary and all other reasonable alternatives to avoid lay-offs have been exhausted.

APPLICATION

2. These guidelines and procedures apply to all employees in the Nunavut Teachers Association (NTA).

DEFINITIONS

3. **Deputy Minister** is the senior public service employee of a Government department. In the case of Regional School Operations the Deputy Minister is the Deputy Minister of the Department of Education.
4. **Lay-Off** means the termination of a teacher's contract because the teacher's position is eliminated or has become redundant and no comparable, alternate position for which the teacher is qualified is available.
5. **Lay-Off Notice** is written notification to an employee at least 45 days prior to the end of the academic year whereby an employee is notified of lay-off.
6. **Qualified Teacher** is one possessing the necessary academic qualifications, training and experience for a specific teaching position.
7. **Notice Period** is the 45 calendar days prior to termination of employment due to lay-off.
8. **Reasonable Job Offer** is an offer of employment anywhere in the bargaining unit to which the individual is deemed qualified.

PROVISIONS

9. Lay-off is not used to terminate the employment of an employee for poor performance or misconduct.
10. Lay-off may be considered when a change in structure, responsibilities or functions must be made to reduce costs or increase effectiveness.

	
TERMINATION OF EMPLOYMENT	Human Resource Manual
Layoff – NTA Bargaining Unit	Section 1802 (a)

11. In the event of an impending lay-off, representatives of the Department of Education shall contact the President of the Federation or designate, to discuss the implications of the lay-off and shall provide the President with a list of teachers who have received lay-off notice in writing.
12. Where there are indeterminate, probationary and term employees in similar positions, every reasonable effort will be made to terminate the term and probationary teachers to avoid lay-offs.
13. Lay-off notice must be received at least 45 calendar days prior to the end of the academic year. A copy of the Layoff Provisions of the Collective Agreement (18.09 -18.14) shall accompany the written notification.
14. Lay-off notice received after the time period specified above will not take effect until the end of the subsequent academic year.
15. In recognition of the value of teachers with long service, Regional School Operations shall give fair consideration to redeploying qualified laid off teachers having the greatest continuous employment with the Employer.
16. No teacher shall be laid off until the Department of Education has determined that the teacher cannot be accommodated within its jurisdiction.
17. During the notice period, a teacher will have priority on all vacant teaching positions for which they are qualified for as follows:
 - within the teacher's Regional School Operations
 - within other Regional School Operations.
18. An employee who relocates to another Government of Nunavut teaching position under this program is deemed to be moving at the Employer's request.
19. No term employee shall receive a payment under the lay-off provisions which exceeds the pay the employee would have received for the remainder of the term.
20. When Regional School Operations determines that positions are to be deleted, the Deputy Head identifies those employees who may be affected. If required, the Deputy Head contacts the Deputy Minister of Human Resources to ensure that lay-off is appropriate.



TERMINATION OF EMPLOYMENT
Layoff – NTA Bargaining Unit

Human Resource Manual
Section 1802 (a)

21. The Deputy Head notifies the affected candidate of lay-off in writing at least 45 calendar days before the end of the school year. The date of the letter or the date as specified in the letter serves as the date of notification. The notices are copied to the Deputy Minister of Human Resources and the NTA.
22. A comparable vacancy which occurs within the following year, and for which the teacher is qualified, will be offered to any teacher who has been laid off and is still unemployed. It is the responsibility of the laid off teacher to become aware of a vacant position and make application for it.

AUTHORITIES AND REFERENCES

23. Education Act
Section 53, Notice of Termination
24. Collective Agreement with the NTA
Article 18, Lay-Off

CONTACTS

25. For further information or clarification, please contact:

Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211

	
TERMINATION OF EMPLOYMENT Severance Priority	Human Resource Manual Section 1802 (b)

SEVERANCE PRIORITY

PURPOSE

1. Employees identified for lay-off who have not obtained another GN position may choose Severance Priority.

APPLICATION

2. This applies to all employees of the Government of Nunavut represented by the Nunavut Employees Union.

PROVISIONS

3. Severance Priority provides severance of two weeks pay for the first complete year of continuous employment, two weeks pay for the second complete year of continuous employment and one week pay for each succeeding complete year of continuous employment, to a maximum of 28 weeks of pay. In the case of a partial year of continuous employment, the weekly rate of pay will be multiplied by the calendar days of continuous employment in the year prior to layoff, divided by 365.
4. For the purposes of this policy, “pay” means base wages and transition and conversion allowances and does not include other allowances and benefits.
5. Where the employee is being laid off for a second or subsequent time, the amount of severance will be calculated on complete years of continuous service less any period in respect of which the employee was granted severance pay.
6. An amount payable as Severance Priority for a term employee cannot exceed an amount equal to the pay that employee would have received for the remainder of the term.
7. An employee who chooses Severance Priority will have Staffing Priority status for one year from the last day of the Notice Period.
8. If, by consent of the Deputy Head, the employee is not required to work the Notice Period or any portion thereof and instead receives payment in lieu of the Notice Period or a portion of it, the employee retains Staffing Priority status for the Notice Period.



TERMINATION OF EMPLOYMENT
Severance Priority

Human Resource Manual
Section 1802 (b)

9. Pay in lieu of the Notice Period includes allowances, in addition to base wages, whereas Severance Priority is based on base wages only.
10. Severance Priority replaces all other severance payments.
11. An employee who wishes to take advantage of the Severance Priority contacts the Department of Human Resources for further information.
12. The Department of Human Resources calculates the Severance Priority in accordance with these guidelines and advises the employee of the amount.
13. An employee who wishes to take advantage of the Severance Priority must advise the Department of Human Resources of their intention to do so prior to the end of the Notice Period.
14. An employee who receives payment in lieu of the Notice Period and who also wants to take advantage of the Severance Priority must notify the Department of Human Resources in writing. The notification must be provided within 5 working days of the start of the Notice Period.
15. The Department of Human Resources prepares a letter to the employee, confirming the Severance Priority option.
16. The employee accepts the Severance Priority option by signing the confirmation letter and returning the signed letter to the Department of Human Resources.
17. The Department of Human Resources arranges with Compensation and Benefits for the appropriate payments to be made.
18. If the employee returns to territorial public service employment while still receiving bi-weekly Severance Priority payments, the bi-weekly payments will be replaced by an immediate cash payout for the remaining amount of Severance Priority payment.

	TERMINATION OF EMPLOYMENT Severance Priority	Human Resource Manual Section 1802 (b)
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AUTHORITIES AND REFERENCES

19. Collective Agreement with the NEU
Article 30, Severance Pay
20. Collective Agreement with the NTA
Article 17, Lay-off

CONTACTS

21. For further information or clarification, please contact:

Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881



VOLUNTARY SEPARATION

PURPOSE

1. Employees may agree to accept voluntary separation from their current employment to allow a fellow employee subject to lay-off to continue their employment.

APPLICATION

2. This applies to all employee of the Government of Nunavut represented by the Nunavut Employees Union.

PROVISIONS

3. Voluntary Separation severance pay is calculated as follows:

Completed Years of Continuous Employment	Weeks of Pay at Regular Rate of Pay
1	15
2	16
3-4	17
5-6	18
7-8	19
9-10	22
11-12	25
13-14	28
15-plus	30

4. The Deputy Head responsible for the functions being transferred to another location provides written notification of the transfer of positions to the affected employees. The timing of the written notification is at the discretion of the Deputy Head, but must be at least three months prior to the date of transfer.
5. Employees whose positions are being transferred may provide written notification to the Department of Human Resources that they are not available to transfer with the position. From the date of notification, they will be considered to have resigned after a 13 week Notice Period. They will be placed on the Staffing Priority list for the remainder of the Notice Period.

**TERMINATION OF EMPLOYMENT****Human Resource Manual****Voluntary Separation****Section 1802 (c)**

6. When an employee refuses a reasonable job offer, the employee will be considered to have resigned at the end of the Notice Period and is ineligible for assistance under the Voluntary Separation provisions.
7. If the employee is eligible to retire, the severance entitlement for Voluntary Separation is in addition to the normal retirement severance.
8. The timing of the termination is mutually set by the department and the departing employee.
9. Voluntary Separation for a term employee cannot exceed an amount equal to the pay the employee would have received for the remainder of the term.
10. An employee may receive Voluntary Separation in a lump sum or on a bi-weekly basis to extend employment.
11. If an employee wishes to access the Voluntary Separation Program:
 - (1) the employee applies in writing to their Deputy Head to terminate employment so their position may be filled by an employee, who is an affected employee, has received layoff notice or has been laid off;
 - (2) if the Deputy Head approves the application, the applicant's approved application and current job description are forwarded to the Department of Human Resources by the applicant;
 - (3) employees on the Staffing Priority list are given the opportunity to express interest in the position and, if qualified, to be interviewed;
 - (4) if a suitable employee on the Staffing Priority list has been identified, the applicant is advised in writing that employment will terminate under Voluntary Separation on a mutually agreeable date; and
 - (5) if a suitable employee on the Staffing Priority list cannot be identified, the application will be held on the Voluntary Separation list for up to 6 months or a shorter period of time as preferred by the applicant.
12. If an employee's position is transferred to another community, the following applies:

	TERMINATION OF EMPLOYMENT	Human Resource Manual
	Voluntary Separation	Section 1802 (c)

- (1) the Deputy Head identifies the position(s) that will be transferred to the other community, or communities;
 - (2) the Deputy Head notifies the affected employees in writing of the effective date of the transfer;
 - (3) employees who are not prepared to transfer with their position are required to notify their Deputy Head in writing;
 - (4) the Deputy Head provides the Department of Human Resources with a copy of the employee's notification and the employee is placed on the Staffing Priority list until the end of the 13-week notice period.
 - (5) Deputy Heads make every reasonable effort to place affected employees in vacant positions for which they qualify within their own departments or another department; and
 - (6) employees who are not appointed to another position during the 13-week notice period are considered to have terminated under Voluntary Separation, at the end of the notice period.
13. If the employee returns to territorial public service employment while still receiving bi-weekly voluntary separation payments, the bi-weekly payments will be replaced by an immediate cash payout for the remaining amount of voluntary separation payment.

AUTHORITIES AND REFERENCES

14. Main Collective Agreement with the NEU
Article 2.01 (nn) Interpretations and Definitions
Article 30.09 Voluntary Separation

CONTACTS

15. For further information or clarification, please contact:

Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881



TERMINATION OF EMPLOYMENT
Staffing Priority

Human Resource Manual
Section 1802 (d)

STAFFING PRIORITY

PURPOSE

1. Priority staffing privileges exist for employees that have been identified for lay-off.

APPLICATION

2. Staffing priority applies to all employees of the Government of Nunavut represented by the NEU.

PROVISIONS

3. Indeterminate public service employees whose positions will be eliminated or transferred to another community are provided with written notice of affected employee status and, in some cases, Layoff Notice by the Department of Human Resources. In the case of term employees, every effort is made to continue employment for the remainder of their term.
4. The Department of Human Resources is responsible for ensuring that affected employees are considered for all vacant positions within their departments before advertising vacancies as open competitions.
5. Subject to these guidelines, an indeterminate employee who is identified as affected, for layoff or whose position is being transferred to another community shall have Staffing Priority status. Such employees shall have priority for staffing over all other potential candidates for all vacancies in the public service.
6. An indeterminate employee is eligible for Staffing Priority upon receipt of written notice of affected employee status until the end of the Layoff Notice Period.
7. An indeterminate employee whose position is being transferred to another community is eligible for Staffing Priority status until the end of the Notice Period effective the date the employee refuses the transfer in writing.
8. Term employees who are identified as affected, who receive layoff notice or whose positions are to be transferred to another community are eligible for Staffing Priority status to the end of their term. Affected term employees may compete for positions under the standard open competition process.

	TERMINATION OF EMPLOYMENT	Human Resource Manual
	Staffing Priority	Section 1802 (d)

9. Where a competition is held and two or more individuals with Staffing Priority status apply for the position, standard selection procedures and Hiring Priority staffing guidelines will be applied.
10. When a competition is held, qualified applicants who have Staffing Priority status are interviewed and considered before any other candidates.
11. If only one employee with Staffing Priority is qualified for the position, that employee is interviewed and employment testing is conducted as necessary. If that employee is determined to be suitable, a job offer is made.
12. Employees who are given Staffing Priority after the closing date for a competition may submit their application on that competition up to the point where a job offer is made. Applicants in this situation will be strongly encouraged to make the application as soon as possible to avoid disrupting the staffing process.
13. The Department of Human Resources shall provide the NEU with the names of those employees on the Staffing Priority List who occupy positions in the NEU bargaining unit.
14. The current Staffing Priority List shall be consulted before an offer of employment is made in any competition.

AUTHORITIES AND REFERENCES

15. Collective Agreement with the NEU
Article 30, Severance Pay

CONTACTS

16. For further information or clarification, please contact:

**Director Staffing
Department of Human Resources
Iqaluit, Nunavut
975-6224**



RETRAINING

PURPOSE

1. To assist employees in maintaining employment with the Government of Nunavut.

APPLICATION

2. These guidelines apply to all employees of the Government of Nunavut represented by the Nunavut Employees Union.

PROCEDURES

3. Employees who receive written Notice of Layoff may be eligible for a retraining opportunity during the lay-off notice period if:
 - (1) the employee has three years of continuous employment;
 - (2) no other layoff employee qualifies for the position and the employee may, with retraining, become qualified for the target position; and
 - (3) the employee and the employer agree that the retraining can be completed within 12 consecutive months.
4. Retraining consists primarily of on-the-job training but may include courses at an educational institution or other form of training.
5. If there is more than one affected employee who is interested in and who could qualify for the vacant position with retraining, a competition, limited to these employees, is held in accordance with the Staffing Priority guidelines.
6. If the employing department determines that an employee may, with training, become able to fill a specific position, a retraining opportunity will be offered to that employee.
7. The Employing Department with technical support from the Department of Human Resources develops a retraining plan.

**TERMINATION OF EMPLOYMENT****Human Resource Manual****Retraining****Section 1802 (e)**

8. The Deputy Head approves the retraining which can include on-the-job training, courses taken at the job site and courses taken at an educational institution. The Deputy Head approves the retraining plan before it is implemented.
9. Following approval by the Deputy Head, the employee signs the retraining plan to acknowledge his/her agreement with the provisions.
10. An employee undertaking retraining is paid at the employee's current rate of pay and will receive increments as they become due.
11. The department, board or agency laying off an employee pays all authorized costs for the retraining, including but not limited to, tuition, travel and relocation expenses. These costs must be approved prior to the training period.
12. An employee must have satisfactory performance to continue with the retraining plan.
13. When it is determined during the retraining period that an employee will not successfully complete the training program, the Deputy Head immediately provides a layoff notice to the employee.
14. An employee may participate in only one retraining opportunity per layoff/affected employee notice.
15. Upon successful completion of the retraining program, the employee is appointed to the target position at the salary classified for that position.

 TERMINATION OF EMPLOYMENT	Human Resource Manual
Retraining	Section 1802 (e)

AUTHORITIES AND REFERENCES

16. Main Collective Agreement with the NEU
Article 30.03 (c), Retraining

CONTACTS

17. **Director Training and Development**
Department of Human Resources
Iqaluit, Nunavut
975-6203

or

Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211



EDUCATION ASSISTANCE

PURPOSE

1. Employees who are being laid off may be entitled to Education Assistance.

APPLICATION

2. This applies to all employees with the exception of those represented by the Nunavut Teachers Association.

PROVISIONS

3. Employees identified for layoff who have three years of continuous service and who have not obtained another position in the public service may elect to take advantage of Education Assistance.
4. Education Assistance provides an employee with 80% of current salary for a period of up to 12 months after layoff to upgrade formal education.
5. The department laying off the employee pays the cost of Education Assistance.
6. An employee who is granted Education Assistance is not guaranteed re-employment with the GN. In addition, the employee is not entitled to Staffing Priority status after choosing Education Assistance.
7. If necessary, Education Assistance may be paid out over a term longer than 12 months to permit the lay-off to attend two consecutive semesters of instruction; however, the total amount paid out cannot exceed 80% of 12 months salary.
8. Education Assistance may be deferred for a period of up to a year after the Notification of Layoff is received by the employee to allow the employee to gain entrance to an educational institution. Education Assistance replaces any other severance entitlement.
9. Prior to the end of the Notice Period, an employee who wishes to take the Education Assistance option advises the Human Resources section in their department of the proposed program of studies.



TERMINATION OF EMPLOYMENT
Education Assistance

Human Resource Manual
Section 1802 (f)

10. An employee who receives payment in lieu of the Notice Period and who also wants to elect to take Education Assistance must notify the Human Resources Section of his or her department in writing of the election of Education Assistance. The notification must be provided within 5 working days of the start of the Notice Period.
11. The employee applies for admission to the educational institution. A copy of the application is forwarded to the Human Resources section for their department.
12. The Human Resources section analyzes the request for education assistance and consults with the Department of Human Resources if technical support is required in the analysis. Following approval, the Human Resource Section prepares a letter confirming the option choice. The letter also outlines the conditions attached to the Education Assistance as follows:
 - (1) the Employer will pay 80% of the lay-off's current salary upon termination for the length of the Education program for a period of up to 12 months;
 - (2) the lay-off is obligated to submit transcripts and maintain satisfactory performance during the course of study;
 - (3) that failure to maintain satisfactory performance is just cause for the Employer to terminate the agreement; and
 - (4) that the employee is no longer eligible for other lay-off options



AUTHORITIES AND REFERENCES

13. Main Collective Agreement with the NEU
Article 30 Severance Pay
14. Senior Managers' Handbook
Severance Pay
15. Excluded Employees' Handbook
Severance Pay

CONTACTS

16. For further information or clarification, please contact:

Director Training and Development
Department of Human Resources
Iqaluit, Nunavut
975-6203

or

Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211

	
TERMINATION OF EMPLOYMENT Separation Assistance	Human Resource Manual Section 1802 (g)

SEPARATION ASSISTANCE

PURPOSE

1. Employees who are being laid off may be entitled to a payment called separation assistance.

APPLICATION

2. This applies to all employees of the Government of Nunavut with the exception of those represented by the Nunavut Teachers Association.

PROVISIONS

3. Employees identified for layoff who have not obtained another position in the public service may elect for Separation Assistance.
4. Separation Assistance provides for a severance payment of two weeks pay per year of continuous employment for the first ten complete years and three weeks of pay per year of continuous employment for each succeeding complete year, to a maximum of 65 weeks.
5. For the purposes of this benefit, “pay” means base wages and transition and conversion allowances and does not include other allowances and benefits.
6. Where the employee is being laid off for a second or subsequent time, the amount of the severance will be calculated on complete years of continuous service less any period in respect of which the employee was granted severance pay.
7. An employee identified for layoff can choose to receive Separation Assistance in one of three ways:
 - (1) in bi-weekly payments to extend continuous service; or
 - (2) in annual instalments; or
 - (3) in a lump sum.

**TERMINATION OF EMPLOYMENT****Human Resource Manual****Separation Assistance****Section 1802 (g)**

8. Where an employee has chosen the bi-weekly payments, continuous service is extended by the time required to pay out severance pay, as calculated above. If an employee remains in the North he/she will continue to receive northern allowance while receiving bi-weekly separation assistance.
9. Where an employee has chosen the annual instalments, the payments are scheduled as follows:
 - (1) an initial payment not to exceed the lesser of:
 - an amount equal to one month pay for each month remaining in the current fiscal year; or
 - the balance owing, as determined by the formula.
 - (2) a second payment on April 1 of the following fiscal year, if necessary, equal to the lesser of:
 - one full year salary; or
 - the balance owing, as determined by the formula.
 - (3) a final payment on April 1 of the following fiscal year, if necessary, for the balance remaining.
10. Separation Assistance for a term employee cannot exceed an amount equal to the pay the employee would have received for the remainder of the term.
11. Separation Assistance replaces any other severance payments.
12. An employee who wishes to elect Separation Assistance contacts the Human Resources section in his or her department to request information on it.
13. The Human Resources section calculates the Separation Assistance in accordance with these guidelines and advises the employee of the amount.
14. An employee who wishes to elect Separation Assistance must advise the Human Resources section of his or her department of the intention to do so prior to the end of the Notice Period.

	TERMINATION OF EMPLOYMENT	Human Resource Manual
	Separation Assistance	Section 1802 (g)

15. An employee who receives payment in lieu of the Notice Period and who also wants to elect Separation Assistance must notify the Human Resources Section of his or her department in writing of the election of Separation Assistance. The notification must be provided within 5 working days of the start of the Notice Period.
16. The Human Resources section prepares a letter to the employee, confirming the Separation assistance option.
17. The employee accepts the Separation Assistance option by signing the confirmation letter and returning the signed letter to the Human Resources section.
18. The Human Resources section arranges with the Compensation and Benefits Division and the employee, for the appropriate payments to be made.
19. If the employee returns to territorial public service employment while still receiving bi-weekly separation assistance payments, the bi-weekly payments will be replaced by an immediate cash payout for the remaining amount of separation assistance payment.



TERMINATION OF EMPLOYMENT
Separation Assistance

Human Resource Manual
Section 1802 (g)

AUTHORITIES AND REFERENCES

20. Main Collective Agreement with the NEU
Article 30, Severance Pay
21. Senior Managers' Handbook
Severance Pay
22. Excluded Employees' Handbook
Severance Pay

CONTACTS

23. For further information or clarification, please contact:

Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211

or

Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881

	TERMINATION OF EMPLOYMENT	Human Resource Manual
	Abandonment of Position	Section 1803

ABANDONMENT OF POSITION

PURPOSE

1. Where an employee is absent from duty without leave for a period of more than five (5) working days, a Deputy Head may declare the employee to have abandoned the position. The position then becomes vacant and the individual ceases to be an employee of the public service.

APPLICATION

2. These guidelines and procedures apply to all employees.

DEFINITIONS

3. **Abandonment of Position** is termination of an individual's employment where the individual has failed to report for duty for a period of more than five (5) working days and does not intend to return to duty.

PROVISIONS

4. An employee who is declared to have abandoned a position is not entitled to severance pay. Since abandonment of position constitutes misconduct for superannuation purposes, any superannuation benefit other than a return of contributions requires approval by the Treasury Board of Canada.
5. When an employee is absent from duty without leave, the supervisor makes every reasonable effort to contact the employee to determine the reason for the absence and to establish the employee's intent with respect to returning to duty.
6. The supervisor documents all attempts to contact the employee. Attempts must include telephoning the employee, contacting a spouse or relative, visiting the employee at home and sending the employee a double registered letter requesting an immediate response.
7. If the supervisor is successful in contacting the employee, the supervisor specifies to the employee a date for return to duty. Upon return to duty, the employee may be disciplined for the absence. If the employee fails to return to work on the date specified, a request for declaration of abandonment of position is prepared.

**TERMINATION OF EMPLOYMENT****Human Resource Manual****Abandonment of Position****Section 1803**

8. A request for declaration of abandonment of position is sent to the employee's Deputy Head by the supervisor. This request must be accompanied by supporting documentation which includes the name of the employee, the position title and number, attendance records showing the period of the employee's absence without leave and a summary of the attempts made to contact the employee.
9. Upon determining that declaration of abandonment of position is appropriate, the Deputy Head forwards the request to the Deputy Minister of Human Resources who advises the employee in writing that he or she is declared to have abandoned his or her position. The employer makes every reasonable attempt to hand-deliver this written notice to the employee without undue delay (Attachment "A" provides a sample format for the written notice). A copy of this letter is forwarded to the Director of Employee Relations and a copy is placed on the employee's personnel file. A copy is also faxed or hand-delivered to the appropriate Compensation and Benefits office as soon as possible so that appropriate pay action is taken.

AUTHORITIES AND REFERENCES

10. Public Service Act
Section 26, Abandonment

CONTACTS

11. For further information or clarification, please contact:

**Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211**

or

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**

**TERMINATION OF EMPLOYMENT**

Human Resource Manual

Abandonment of Position**Section 1803****ATTACHMENT**

“A”

ABANDONMENT OF POSITION**PERSONAL & CONFIDENTIAL****Double Registered**

Employee
Home Address

Dear (employee):

Abandonment of Position

Your Deputy Head has recommended that you be declared to have abandoned your position of (position title). Despite verbal and written notices you have failed to report to work.

Section 26 of the *Public Service Act* states that where an employee is absent without leave for more than one week, the employee can be declared to have abandoned his/her position. I have decided to accept the recommendation of your Deputy Head. Therefore, I declare you to have abandoned your position of (position title) and terminate your employment with the Government of Nunavut effective the date of this letter.

Sincerely,

Deputy Minister

cc: Personnel File
Department of Human Resources

Director Compensation and Benefits
Department of Finance

Director Employee Relations

bcc: Supervisor

April 12, 2006

3



MEDICAL TERMINATION

PURPOSE

1. The Government may terminate an employee who is unable to fulfill obligations under the employment relationship due to illness.

APPLICATION

2. These guidelines and procedures apply to all employees.

DEFINITIONS

3. **Medical Termination** is a non-disciplinary termination of employment. A medical termination is considered when an employee is unable to do the job because of illness and it is unlikely that the employee will sufficiently recover to return to duty in the near future. This approach is an option of last resort and will only be considered when all attempts to bring the employee back to the workplace have failed.
4. **Prognosis** is a physician's statement outlining the long-term expectations regarding an employee's medical condition. The prognosis does not state or describe the employee's medical condition. It indicates if and when the employee may be able to report for duty and what tasks the employee may be able to perform.

PROVISIONS

5. A medical termination is not disciplinary in nature.
6. The employee shall be paid severance pay equal to the product obtained by multiplying his/her weekly rate of pay on termination of employment by the number of completed years of his/her continuous employment to a maximum of thirty (30), less any period of continuous employment in respect of which severance pay was previously granted.
7. For teachers, severance upon medical termination is paid at the same rate as severance upon resignation.
8. A medical termination does not affect an employee's disability benefits as long as the employee has applied for the benefits prior to termination.



TERMINATION OF EMPLOYMENT
Medical Termination

Human Resource Manual
Section 1804

9. Sick leave is approved for employees when appropriate. It is not necessary to allow an employee to liquidate all sick leave prior to medical termination.
10. The basis of a medical termination is a prognosis of the employee's condition. The employer is expected to accommodate absenteeism due to illness in most cases. A medical termination is appropriate only where the absences are extensive and likely to be of long duration.
11. A medical termination is appropriate in cases where an employee has been off duty due to illness for an extensive period of time (over a year) and is unable to carry out the duties of the position. Medical termination may be actioned earlier if the prognosis shows that the employee is unlikely ever to return to duty.
12. After being on sick leave from a position for two months or more, the employee is deemed to be the incumbent of another equivalent position. The employee's position may then be filled. However, the department or agency is committed to provide employment if and when the employee returns from sick leave. Under Section 37 of the *Public Service Act*, an employee returning from extended sick leave where the employee's position has been filled may be directly appointed to another equivalent position in the department, provided the returning employee is qualified for that equivalent position. The department must ensure that arrangements are made for the employee's return.
13. Care needs to be taken in all medical termination cases to ensure that there is no discrimination against an employee due to disability.
14. When an employee requests an extended period of sick leave (either with or without pay), the employee's Deputy Head writes to the employee to ask for a prognosis on the employee's condition. This is needed so the department or agency can make appropriate staffing decisions. A time limit of two to four weeks is allowed for the employee to provide this information. A copy of the employee's job description is provided to the physician making the prognosis.
15. If a prognosis is not provided by the employee or is incomplete, the Deputy Head asks for it again and advises the employee that refusal to provide it may be deemed insubordination.
16. The information provided is used to guide the department or agency in its dealings with the employee.



TERMINATION OF EMPLOYMENT
Medical Termination

Human Resource Manual
Section 1804

17. If the prognosis does not specify a definite return to duty date or if it states that the employee's medical condition makes it impossible for the employee to return to the position in the near future, medical termination may be considered. Advice on specific cases may be requested from the Department of Human Resources.
18. If the prognosis states that the employee can return soon, every effort is made to accommodate the employee.
19. If the prognosis indicates the employee can return but cannot do all the duties of the position, efforts are made to accommodate this through a transfer, reduction in hours, special office equipment, etc.
20. It may not be possible to come to an agreement with a returning employee for their placement in an appropriate position. Only when all efforts to reach an agreement have been exhausted will medical termination be considered for this reason.
21. If an employee refuses to provide a prognosis, medical termination may still be an option. This should be discussed with Human Resources.

Proceeding With Medical Termination:

22. The department, board or agency discusses the situation with the employee and advises the employee that medical termination is being recommended. The employee is given the opportunity to apply for disability insurance or Workers' Compensation benefits, if applicable. The employee is advised to consider other options such as medical retirement.
23. The employee's supervisor recommends medical termination to the Deputy Head.
24. The Deputy Head writes to the employee to advise of the recommendation for termination. The employee is given the opportunity to present information to refute the recommendation.
25. The Deputy Head considers any information the employee provides. If medical termination is determined to be appropriate, the Deputy Head consults with Human Resources and the Deputy Head advises the employee that the medical termination is being actioned.

	
TERMINATION OF EMPLOYMENT Medical Termination	Human Resource Manual Section 1804

26. The letter of termination should be faxed or hand-delivered to the appropriate Human Resource office so that appropriate pay action can be taken. A copy is placed on the employee's personnel file.

AUTHORITIES AND REFERENCES

27. *Nunavut Public Service Act*
Sections 33,37
28. *Nunavut Human Rights Act*

CONTACTS

29. For further information or clarification, please contact:

Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211



RESIGNATION

PURPOSE

1. To assist departments in fulfilling operational requirements, employees must provide at least two weeks notice, in writing, of their resignation.

APPLICATION

2. These guidelines and procedures apply to all employees.

DEFINITIONS

3. **Resignation** is the voluntary termination of employment by the employee.

PROVISIONS

4. An employee is hired for an indeterminate period, unless stated otherwise in the letter of offer.
5. Employees, except teachers, resign by giving two weeks notice in writing.
6. Teachers resigning effective the last day of the academic year are required to provide written notice of this intent no later than sixty (60) calendar days before the last day of the academic year.
7. A teacher who resigns after the specified dates may not receive removal benefits unless an exception is made.
8. A term employee may, within forty-eight (48) hours of resigning, withdraw the resignation. The Employer will not process a resignation until this period has elapsed.

An indeterminate employee may within three (3) working days of resigning (not including the day of resignation) withdraw the resignation. The Employer will not process a resignation until this period has elapsed. The same applies for excluded employees and senior managers.

9. A written resignation may be accepted by an employee's immediate supervisor on behalf of Minister of Human Resources. The resignation is accepted in writing.



TERMINATION OF EMPLOYMENT
Resignation

Human Resource Manual
Section 1805

10. The employee's letter of resignation and a copy of the acceptance must be sent to the appropriate Compensation office. A copy of each is placed on the employee's personnel file.

AUTHORITIES AND REFERENCES

11. Nunavut Public Service Act
Section 23, Tenure of Office
Section 24, Duration of Appointments
Section 25, Resignation
12. Public Service Regulations
Section 3, Appointment
13. Main Collective Agreement with the NEU
Article 47, Resignation
14. Collective Agreement with NTA
Article 18.15, Resignation
15. Senior Managers' Handbook
Resignation
16. Excluded Employees' Handbook
Termination

CONTACTS

17. For further information or clarification, please contact:

Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881

or

Director Employee Relations
Department of Human Resources
Iqaluit, Nunavut
975-6211

 TERMINATION OF EMPLOYMENT	Human Resource Manual
Retirement	Section 1806

RETIREMENT

PURPOSE

1. The Government assists employees in planning for retirement from the public service of Nunavut.

APPLICATION

2. These guidelines and procedures apply to all employees.

DEFINITIONS

3. **Retirement** is termination of employment with eligibility to receive an immediate annuity under the *Public Service Superannuation Act*.

PROVISIONS

4. Employees have the primary responsibility for planning their retirement.
5. The Government has qualified staff available to provide pension estimates and benefits information to employees.
6. An employee who is retiring may be eligible for severance leave. Severance pay may be converted to an equivalent period of leave with pay (retiring or severance leave). Superannuation and other deductions are made during this period.
7. Employees may request retirement information from their Departmental Human Resource Section or Compensation and Benefits in Finance.
9. When requested, Compensation and Benefits provides pension estimates and explains retirement benefits available under the *Public Service Superannuation Act* and from the Government.
10. Compensation and Benefits directs the employee to other sources of retirement benefits and information such as Canada Pension Plan and Old Age Security.

	TERMINATION OF EMPLOYMENT	Human Resource Manual
Retirement	Section 1806	

AUTHORITIES AND REFERENCES

11. Main Collective Agreement with the NEU
Article 30, Severance Pay
12. Collective Agreement with the NTA
Article 17 Severance Pay
13. Senior Managers' Handbook
Severance Pay, Retirement/Termination for Health Reasons
14. Excluded Employees' Handbook
Severance Pay, Retirement/Termination for Health Reasons

CONTACTS

15. For further information or clarification, please contact:

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**



DEATH IN SERVICE

PURPOSE

1. The Government makes every effort to deal with terminations due to death as quickly and compassionately as possible.

APPLICATION

2. These guidelines and procedures apply to all employees.

PROVISIONS

All Employees

3. When an employee dies, all advanced but unearned leave is forgiven.
4. Severance is paid to the deceased employee's estate.
5. Payment is made for salary and benefits earned up to and including the date of death.
6. Relocation on termination provisions apply to the dependants of deceased employees. One hundred percent (100%) removal is provided to any destination in Canada. Costs for the shipping of the body are included.
7. Pension and insurance benefits are paid to the beneficiary or estate according to the provisions of each benefit.

Nunavut Employees Union (NEU) Bargaining unit Employees

8. For employees in the NEU bargaining unit on strength as at September 1, 1995, severance is calculated as the weekly rate of pay, multiplied by the number of years of service to a maximum of 30 years of service less the number of years of service for which severance was previously paid.

Senior Managers and Excluded Employees

9. For senior managers and excluded employees taken on strength on or after January 1, 1995 with ten or more years of continuous service, severance is calculated as the weekly rate of pay, multiplied by the number of years of service less the number of years of service for which

**TERMINATION OF EMPLOYMENT****Human Resource Manual****Death in Service****Section 1807**

severance was previously paid, to a maximum of 26 years of service, divided by two.

For senior managers and excluded employees on strength as at December 31, 1994, severance is calculated as the weekly rate of pay, multiplied by the number of years of service to a maximum of 30 years of service less the number of years of service for which severance was previously paid.

Teachers (NTA) Bargaining Unit

10. For employees in the NTA Teachers' bargaining unit taken on strength after September 1, 1994 with ten or more years of continuous service, severance is calculated as twice the daily rate of pay, multiplied by the number of years of service to a maximum of 26 years of service, less the number of years of service for which severance was paid.

For teachers on strength as at September 1, 1994, severance is calculated as five times the daily rate of pay, multiplied by the number of years of service to a maximum of 30 years of service, less the number of years of service for which severance was previously paid.

11. When notified of the death of an employee, the Compensation and Benefits Division contacts the spouse or dependants listed.
12. Compensation and Benefits coordinates all final documentation with the deceased employee's department.
13. Compensation and Benefits makes arrangements for the payment of severance, insurance benefits and superannuation.



TERMINATION OF EMPLOYMENT
Death in Service

Human Resource Manual
Section 1807

AUTHORITIES AND REFERENCES

14. Collective Agreement with the NEU
Article 30 Severance Pay
15. Collective Agreement with the NTA
Article 17 Severance Pay
16. Senior Managers' Handbook
Severance Pay, Death
17. Excluded Employees' Handbook
Severance Pay, Death

CONTACTS

18. For further information or clarification, please contact:

Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881

	TERMINATION OF EMPLOYMENT	Human Resource Manual
	Severance Pay NEU Bargaining Unit	Section 1808 (a)

NEU BARGAINING UNIT EMPLOYEES

PURPOSE

1. Unionized employees have the right to defined severance arrangements on termination of employment.

APPLICATION

2. This applies to all employees of the Government of Nunavut represented by the Nunavut Employees Union (NEU).

DEFINITION

3. **Continuous Service** and **Continuous Employment** includes:
 - (1) Uninterrupted employment with the Government of Nunavut.
 - (2) Uninterrupted employment with the Government of the Northwest Territories provided that the employee was employed in the public service on April 1, 1999.
 - (3) Prior employment of an employee who was laid off and reappointed to a position in the public service.
 - (4) Where an employee, other than a casual ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, his/her period of employment for purposes of severance pay shall be considered as continuous.

PROVISIONS

Severance on Lay-Off

4. An employee who has one year or more of continuous employment and who is laid off is entitled to severance pay. An employee may choose from the following options:
 - (1) Separation Assistance: two weeks pay per year for the first ten complete years of continuous employment and three weeks pay for each succeeding complete year of continuous employment. The total amount of severance pay which may be paid under this option

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shall not exceed 65 weeks of pay. In the case of a partial year of employment, the weekly rate of pay will be multiplied by the calendar days of continuous employment in the year prior to layoff, divided by 365.

- (2) **Severance Priority:** two weeks pay per year for the first complete year of continuous employment, two weeks pay for the second complete year of continuous employment and one week of pay for each succeeding complete year of continuous employment. The total amount of severance pay which may be paid under this option shall not exceed 28 weeks of pay. In the case of a partial year of employment, the weekly rate of pay will be multiplied by the calendar days of continuous employment in the year prior to layoff, divided by 365. Employees are also provided priority staffing for one year from the last day of the lay-off notice period.
- (3) **Retraining:** during the three month notice period, the employee is eligible for this option if:
 - the employee has three years of continuous employment;
 - there is a specific vacant position or anticipated vacancy for which no other lay-off qualifies and the employee may become qualified with retraining; and
 - the employee and the Employer agree that the retraining can be completed within 12 consecutive months.
- (4) **Education Assistance:** the employee may be eligible for this option if:
 - the employee has three years of continuous employment;
 - the proposed program of study relates to positions within the Government; and
 - proof of acceptance into an education program is provided.
- (5) **Education assistance** provides an employee with 80% of current salary for a period of up to 12 months.

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5. If an employee is laid off for a second or subsequent time, severance pay calculations are discounted by the number of complete years of continuous employment for which severance was previously paid. In the case of a partial year of employment, the weekly rate of pay will be multiplied by the calendar days of continuous employment in the year prior to layoff, divided by 365.
6. In the case of a term employee who is laid off, the value of the severance entitlement shall not exceed the pay equal to the remainder of the term.

Severance on Resignation

7. An employee on strength as at September 1, 1995 who resigns after four years of continuous employment is entitled to be paid severance pay. Severance pay is calculated according to the formula below to a maximum of 13 weeks pay:
 - Weekly rate of pay on termination times the number of completed years of continuous employment less any period of time for which severance was previously paid. This figure is divided by two.

Severance on Retirement or death

8. An employee on strength as at September 1, 1995 who retires from the Public Service is entitled to be paid severance pay calculated in accordance with the formula below.
 - Weekly rate of pay on termination times the number of years of service to a maximum of 30 years less any severance entitlement previously paid.

Severance on Termination for Health Reasons

9. An employee is entitled to be paid severance pay when termination results from incapacity to perform duties because of acceptable medically supported chronic poor health. Severance pay is calculated according to the formula below.
 - Weekly rate of pay on termination times the number of years of service to a maximum of 30 years less any severance entitlement previously paid. In the case of a partial year of continuous employment, the weekly rate of pay will be multiplied by the calendar days of continuous employment in the year prior to termination divided by 365.



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10. Upon notification of termination, the Compensation and Benefits Division assesses that employee's entitlement for severance pay and initiates appropriate pay action.
11. If the employee is being laid off and chooses Separation Assistance they can only receive the benefit in either annual installments or bi-weekly payments. The benefit cannot be received as a combination of both bi-weekly payments and annual installments.

AUTHORITIES AND REFERENCES

12. Main Collective Agreement with the NEU
Article 2.01(e), Continuous Employment and Continuous Service
Article 30, Severance Pay

CONTACTS

13. For further information or clarification, please contact:

Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881

 TERMINATION OF EMPLOYMENT	Human Resource Manual
Severance Pay Excluded and Senior Management Employees	Section 1808 (b)

SEVERANCE PAY EXCLUDED EMPLOYEES AND SENIOR MANAGERS

PURPOSE

1. Excluded and Senior Management employees have the right to defined severance entitlements on the termination of their employment.

APPLICATION

2. This applies to all senior management and excluded employees in the Government of Nunavut.

DEFINITION

3. **Continuous Service** and **Continuous Employment** include:
 - (1) Uninterrupted employment with the Government of Nunavut .
 - (2) Prior service within the public service of the Government of the Northwest Territories or Canada if the employee was hired or transferred before June 20, 1972 or transferred within three months of terminating employment.
 - (3) Service prior to April 1, 1999 with the municipalities and hamlets of Nunavut if the employee was hired or transferred within three months and was not in receipt of severance for service prior to April 1, 1999.
 - (4) If the employee is re-appointed after being laid-off, employment in the position held at the time of lay-off and employment in the position to which the employee is re-appointed, if the lay-off was after April 1, 1970.
 - (5) If the employee was re-employed by the Government of Nunavut within three months following the termination of employment. This does not apply if the employee was dismissed, abandoned their position or rejected on probation.

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PROVISIONS

Severance on Lay-Off

4. An employee who has one year or more of continuous employment and who is laid off is entitled to severance pay. An employee may choose from the following options:
 - (1) Separation Assistance: two weeks pay per year for the first ten complete years of continuous employment and three weeks pay for each succeeding complete year of continuous employment. The total amount of severance pay which may be paid under this option shall not exceed 65 weeks of pay.
 - (2) Severance Priority: two weeks pay per year for the first complete year of continuous employment, two weeks pay for the second complete year of continuous employment and one week of pay for each succeeding complete year of continuous employment. The total amount of severance pay which may be paid under this option shall not exceed 28 weeks of pay. Employees are also provided priority staffing for one year from the last day of the lay-off notice period.
 - (3) Retraining: during the three month notice period, the employee is eligible for this option if:
 - the employee has three years of continuous employment;
 - there is a specific vacant position or anticipated vacancy for which no other lay-off qualifies and the employee may become qualified with retraining; and
 - the employee and the employer agree that the retraining can be completed within 12 consecutive months.
 - (4) Education Assistance: the employee may be eligible for this option if:
 - the employee has three years of continuous employment;

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- the proposed program of study relates to positions within the Government; and
- proof of acceptance into an education program is provided.

(5) Education assistance is calculated at 80% of the employee's current salary for a period of up to 12 months.

5. If an employee is laid off for a second or subsequent time, severance pay calculations are discounted by the number of complete years of continuous employment for which severance was previously paid.

Severance on Resignation

6. An employee who has ten or more years of continuous employment and gives no less than two months notice, or any shorter period as the Employer may agree, of an intention to resign is entitled to be paid severance pay, if the termination is for reasons other than layoff abandonment of position, rejection on probation or dismissal to a maximum of 13 weeks pay. The entitlement is outlined below:

- Weekly rate of pay on termination times the number of completed years of continuous employment less any period of time for which severance was previously paid. This figure is divided by two to a maximum of 26 weeks.

Severance on Retirement

Employees on strength as at December 31, 1994

7. An employee who retires from the public service has the following entitlement to severance pay:

- An amount equal to the weekly rate of pay on termination times the number of years of service, minus any period for which severance was previously paid. The maximum entitlement is 30 weeks.

Employees taken on strength on or after January 1, 1995

8. An employee who has ten or more years of continuous service and gives no less than two months notice, or any shorter period as the Employer may agree, of an intention to retire from the public service is entitled to be paid severance pay. Severance pay is calculated as follows:

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- Weekly rate of pay on termination times the number of completed years of continuous employment less any period of time for which severance was previously paid. This figure is divided by two and the maximum payment is based on 26 weeks.

Severance when Termination is for Health Reasons

9. An employee whose employment is terminated as a result of a recommendation made to the Employer that the employee was incapable of performing his/her duties because of chronically poor health will be entitled to severance pay as follows:

- Severance pay equal to the product obtained by multiplying his/her weekly rate of pay on termination of employment by the number of completed years of his/her continuous employment to a maximum of thirty (30), less any period of continuous employment in respect of which severance pay was previously granted. In the case of a partial year of continuous employment, the weekly rate of pay will be multiplied by the calendar days of continuous employment in the year prior to termination, divided by 365.
- When employment is terminated for health reasons the employee shall have the right to waive his/her entitlement to severance pay and, in lieu thereof, be granted an equivalent period of leave with pay.

Severance in the Event of Death

Employees taken on strength on or after January 1, 1995

10. In the event of death, an employee's estate is entitled to be paid severance pay earned up to and including the date of that employee's death, if the employee has ten or more years of continuous service as defined in Section 1808 (a) Paragraph 3, Definition. Severance pay is paid to the employee's estate according to the following formula:

- Weekly rate of pay on termination times the number of completed years of continuous employment less any period of time for which severance was previously paid. This figure is divided by two and the maximum payment is based on 26 weeks.

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Employees on strength as at December 31, 1994

11. An employee's estate retains the previous entitlement to severance pay in the event of death, in lieu of the benefit as described in #9 above. An employee's estate shall be paid severance pay earned up to and including the date of that employee's death. Severance pay, calculated by the formula below, is paid to the employee's estate as follows:
 - An amount equal to the weekly rate of pay on termination times the number of years of service, minus any period for which severance was previously paid. The maximum entitlement is 30 weeks.
12. Upon notification of termination, the Compensation and Benefits Division assesses that employee's entitlement for severance pay in consultation with the employing department and begins appropriate pay action.
13. If the employee is being laid off and chooses Separation Assistance they can only receive the benefit in either annual installments or bi-weekly payments. The benefit cannot be received as a combination of both bi-weekly payments and annual installments.

AUTHORITIES AND REFERENCES

14. Senior Managers' Handbook
Definitions
Severance Pay
15. Excluded Employees' Handbook
Definitions
Severance Pay

CONTACTS

16. For further information or clarification, please contact:

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**



**TERMINATION OF EMPLOYMENT
NTA Bargaining Unit Members**

**Human Resource Manual
Section 1808 (c)**

SEVERANCE PAY NTA BARGAINING UNIT EMPLOYEES

PURPOSE

1. Employees of the Government of Nunavut represented by the Nunavut Teachers Association (NTA), have the right to defined severance pay entitlements on termination of employment.

APPLICATION

2. This applies to all employees of the Government of Nunavut represented by the NTA.

DEFINITION

3. **Continuous Service** and **Continuous Employment** includes:
 - (1) Uninterrupted employment with the Government of Nunavut.
 - (2) Prior service, if the employee was re-appointed within 12 months or up to two years at the discretion of the Employer after being laid off.
 - (3) Prior service, if the employee ceased to be employed for any reason other than dismissal, abandonment of position or rejection on probation, provided:
 - the prior service was uninterrupted for a minimum of two years, and
 - the period between the prior service and the return to service is less than 25 months.
 - (4) Prior service of a person appointed to a position within three months of terminating employment in the public service of the Government of Nunavut for any reason other than dismissal, abandonment of position or rejection on probation.

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PROVISIONS

Severance on Lay-Off

4. An eligible teacher who has completed at least one year of continuous employment and who is laid-off is entitled to severance pay as follows:
 - (1) Lay-off for the first time: ten days pay for the first complete year of continuous employment and four days pay for each succeeding complete year of continuous employment, less any period for which the teacher was previously granted severance pay, retiring leave or a cash gratuity. The total amount of severance pay which may be paid will not exceed 140 days pay.
 - (2) Lay-off for a second or following time: four days pay for each completed year of continuous employment, less any period for which the teacher was previously granted severance pay, retiring leave or a cash gratuity. The total amount of severance pay which may be paid will not exceed 135 days pay.

Severance on Resignation

5. A teacher who has ten or more years of continuous employment and gives no less than 60 days notice of an intention to resign, or any shorter period as the Employer may agree, is entitled to be paid severance pay. Severance pay is calculated by the formula below:
 - An amount obtained by multiplying twice their daily rate of pay on termination by the number of completed years of their continuous employment to a maximum of 26.
6. If an employee dies while employed, the estate will be paid severance pay equal to the amount identified in 5 above.
7. Upon notification of termination, the Compensation and Benefits Division of the Department of Finance assesses that teacher's entitlement for severance pay in consultation with the employing department and begins appropriate pay action.

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AUTHORITIES AND REFERENCES

- 8. Collective Agreement with the NTA
Article 2.01(7), Continuous Employment
Article 17, Severance Pay
- 9. Public Service Act

CONTACTS

- 10. For further information or clarification, please contact:

**Director Compensation and Benefits
Department of Finance
Iqaluit, Nunavut
975-5881**



Abandonment of Position is termination of an individual's employment where the individual has failed to report for duty for a period of one week and does not intend to return to duty.

Absent Without Approved Leave means an employee's unauthorized absence from the workplace during scheduled hours of work.

Academic Year is equal to two consecutive terms or semesters, usually eight months, but no more than 12 months.

Accidental Death and Dismemberment Insurance is additional insurance that provides benefits for certain injuries and death.

Accommodation Warrant is the official form, which authorizes payment for accommodation.

Attending Practitioner is a practitioner who provides medical treatment at the place of referral.

Annual Salary means annual salary adjusted up to the nearest \$1,000.00 interval.

Appellant is an individual filing an appeal.

Bargaining Agent means an employees' association incorporated by an Act as the bargaining agent for the employees in a bargaining unit.

Bargaining Unit means a unit of employees established by subsection 41(1.4) of the Nunavut Public Service Act for the purpose of collective bargaining.

Basic Life Insurance is equal to one year of annual salary; two years for managers. For the purposes of PSMIP annual salaries are adjusted up to the nearest \$1,000.00 interval.

Basic Salary refers to the employee's current rate of pay and does not include any additional compensation, benefits and allowances.

Beneficiary is the person to whom the benefits will be paid.

Business is a profession, trade, occupation or undertaking of any kind whatsoever and includes an office of employment.

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Business Travel is travel while on assignment by, or at the direction of the employer.

Career Management means a coordinated process of recruitment, selection and placement, promotion and transfer, training and development and other activities influencing individual career plans and development.

Casual is an employee hired for a period of four months or less to do work of a temporary nature.

Collective Agreement means an agreement in writing between the Minister of Human Resources and an employees' association respecting terms and conditions of employment and related matters including any award made by an arbitrator.

Collective Bargaining is the method used to determine wages, hours and other conditions of employment through direct negotiations between the Employees' Association/Union and the employer. The result of collective bargaining is a written agreement, which covers all employees in the bargaining unit.

College Educators means Instructors, Term Instructors, and Community Adult Educators.

College Instructional Year is 200 working days.

Commensurate occupation means, in relation to an employee on layoff, a job that the employee can reasonably qualify for with training, education or experience. The rate of pay must be at least two thirds of the pay for the employee's regular occupation.

Commercial Accommodation means a private business that charges for providing overnight accommodation.

Compa-ratio refers to the ratio of a Manager's salary compared to the maximum salary for the Manager's position, and it is expressed as a percentage.

Compassionate Escort for purposes of medical travel, means an escort recommended for compassionate rather than medical or physical assistance reasons.

Compensable Injury means an injury that qualifies for compensation under the Workers' Compensation Act.

	GLOSSARY OF TERMS	Human Resource Manual
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Compensation and Benefits is the Compensation and Benefits Division of the Department of Finance.

Compensatory leave is time off given in recognition of extra days worked by an employee due to the need for flexibility in scheduling work to meet operational requirements.

Compressed Work Week: Employees work longer than 7.5 or 8 hours a day and bank the extra time worked to allow future "time off".

Conflict of Interest is a situation where an employee exercises an official power or performs an official duty or function in the execution of their duties when the performance of the duty or function, or the exercising of the power, might reasonably be expected to further their private interest, or the private interest of their immediate family.

Continuous Service for casual employees is any period of employment with the public service that is not broken by more than twenty consecutive working days. For full-time and indeterminate employees, any period of employment not broken by more than three months is continuous service.

Contracting Out means the tendering and contracting of work required to fulfil a Department's mandate to the private sector. This may include work previously performed by Government employees.

CPP premium is the money an employee must pay into CPP each month.

Demotion is a transfer to a new position with a maximum rate of pay lower than the maximum rate of pay for the position held by the employee immediately prior to the transfer. Disciplinary demotions are not permanent and will only apply for a specific period of time.

Department is any department, board or agency of the Government of Nunavut.

Deputy Head means the Deputy Minister of a department or the chief executive officer of a Government board or agency, or where there is no chief executive officer, such person as the Minister may designate as deputy head for purposes of the *Nunavut Public Service Act*.

Deputy Minister means the non-elected head of a department and where the position is vacant, the person designated by the Minister to act as the Deputy Minister.



Direct Appointments are appointments without competition to positions in the public service.

Disability under the *Public Service Superannuation Act* means “incapable of pursuing regularly any substantially gainful employment”.

Disciplinary Suspension is the temporary absence without pay of an employee from the place of duty to stress upon the employee the seriousness of the misconduct.

Dismissal is the termination, at the employer’s discretion, of an individual’s employment for cause.

Double time means twice the straight time.

Downgrading occurs when Job Evaluation allocates a lower number of points resulting in a lower pay range than the previous evaluation.

Duty Travel means travelling on authorized Government business.

Duty Travel Rates are defined by the NEU Collective Agreement clause 41.06(a) and the NTA Collective Agreement Appendix B4 or the employee handbooks, whichever applies.

Economic Adjustment refers to adjustments to the salary grid approved by Cabinet.

Education Leave refers to leave granted to an employee to take full-time post-secondary studies for a predetermined period of time (with the possibility of renewal by mutual agreement). The studies must be taken at a recognized Canadian university, college, and vocational or technical institute. The program includes academic upgrading when necessary to qualify employees to enter post-secondary studies.

Effects include furniture, household goods, equipment and personal effects of an employee and dependants at the time of the move. Effects do not include automobiles, boats, motorcycles, snowmobiles, trailers, animals or foodstuffs.

Elective Participant is a person who retains coverage in benefit plans after ceasing to be employed. Employees must have five years of continuous service or five years participation in the plan, to do this.



Emergency Situation means an emergency as reasonably determined by the Minister of Human Resources.

Employee Relations is a Division of the Department of Human Resources.

Employee Scheduled Work means a work schedule determined by the employee, with the approval of the Employer, which is outside of the standard working hours.

Employee, for the purpose of the collective bargaining process, means an employee who is a member of a bargaining unit.

Employees' Association means an association of public service employees incorporated by an Act empowering it to bargain collectively. The two major associations representing Nunavut Government employees are the Nunavut Employees Union and the Nunavut Teachers Association.

Employer is the Government of Nunavut.

Employing Department is the department where the employee is employed.

Escort is someone who accompanies the patient on medical leave.

Essential Services Agreement means an agreement referred to in subsection 41.02(2) of the *Nunavut Public Service Act*.

Essential Services means services that are necessary to ensure a continuation of minimal service.

Excess baggage means baggage an employee is expected to bring on their person at the time of relocation to the community of their employment.

Excluded Employee means an employee who is not represented by the NEU or the Nunavut Federation of Teachers, as per the provisions of Section 41(1.7) of the *Nunavut Public Service Act*.

Expedited Arbitration is a process very similar to grievance arbitration. However, witnesses are not called. Instead, an agreed statement of facts is presented to the arbitrator by Management and the Union or Association. Expedited arbitration is not precedent setting and is used for less complicated cases such as disputes regarding the interpretation of a clause or article in the Collective Agreement.



Experience Increment means a one step increase within a pay level for one year of teaching experience, to the maximum within the pay level.

Fees (Professional) means the annual cost for maintaining membership in an organization that provides services to its members.

Financial Agent means a financial agent as defined in the Nunavut Elections Act.

Financial Assistance refers to money paid to or on behalf of an employee for the purpose of participating in an educational or training program. It may include all or some portion of the employee's salary and/or course related costs.

Financial Management Board (FMB) means the committee of the Executive Council known as the Financial Management Board, established by subsection 3(1) of the *Financial Administration Act*.

First day of rest is the 24-hour period starting at midnight of the calendar day on which the employee's last regular shift was completed.

Flex Time: An employee works the daily 7.5 or 8 hours any time between 07:00 and 18:00. If employees must be at work at certain times or peak periods of the day due to operational requirements, the employer will establish the core hours which must be covered.

Food and Transportation Assistance is financial assistance for indeterminate employees who are newly appointed or transferred to specific communities for the first time. The assistance covers the purchase and transportation of food supplies to cover the needs of the household for the first 12 months in the new community.

Furnished Accommodation means accommodation provided and furnished by the Employer or, furnished accommodation arranged by the employee.

Garnishment is withholding money from salary in compliance with a legal order to pay the employee's debt to a third party.

Government Premises means structures and land, owned, leased or otherwise occupied by the Government.

Grievance Arbitration is the procedure by which a board or single arbitrator, acting under the authority of both parties, hears both sides of the controversy and issues an award, usually in writing, that is binding on the parties.

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Grievance is a statement of dissatisfaction, usually by an individual but sometimes by the union, concerning the interpretation or application of a provision of an Act, or regulation, direction or other instrument made or issued by the Employer dealing with the terms or conditions of employment, provisions of the collective agreement or Arbitral Award, disciplinary action, dismissal and letters of discipline.

Hay Guide Charts are the Hay Guide Charts produced by Hay Management Consultants to be used in the rating of positions in the Government of Nunavut.

Health & Safety Committee is a joint worksite committee established under Section 7 of the Safety Act.

Hours traveled is the time spent travelling, including a one-hour check-in period at airports, bus depots or train stations as well as a one-hour check-out period at each overnight stopover and at the final destination. It also includes time spent waiting for connecting flights, trains or busses. It does not include overnight stopovers.

Human Resource Planning means the process of analyzing an organization's human resource needs under changing conditions and developing the activities necessary to satisfy those needs. These activities will facilitate the hiring, development and efficient utilization of the right number of people with the required skills and skill levels.

Human Resource Requirements means the number and types of people the organization will need over the planning period to achieve its objectives.

Immediate family means an employee's father, mother, brother, sister, spouse, common-law spouse, child, father-in-law, mother-in-law, grandmother, grandfather and any other relative permanently residing with the employee.

Impairment is a lessening of a person's abilities to carry out work in a safe and proper manner. Alcohol and drugs can cause, but are not the only cause of, impairment.

Incorporation is the legal recognition of an employees' association as a bargaining agent.

Increment means the difference between adjacent steps in a pay range.

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Indemnification means that the Government will protect its employees from certain liability if legal actions are brought against them in the performance of their duties.

Indeterminate Employment is employment on a continuing basis, unless another period of employment is specified.

Interchange Canada is the name of the formal secondment agreement used by the Government of Canada when seconding employees to and from their organization.

Interdepartmental Transfer is the temporary assignment of an employee from one department to another department in the Government of Nunavut.

Internal Transfer Assignment is the temporary assignment of an employee within the same department.

Internal Workforce means the territorial public service.

Job is either a unique position or a number of positions that are similar and are adequately described by one job description.

Job Description is a written statement of the duties and responsibilities of a position. It also contains a description of the knowledge and skills required of an incumbent in order for the person to satisfactorily do the job. It lists the working conditions that may exist when the duties of each position are performed. Deputy heads are the final authority respecting the assignment of work and job description content within their departments or agencies.

Job Evaluation Appeal Board is a committee consisting of a chairperson or chairpersons chosen by the Employer and the Union. Each chairperson must be knowledgeable of the method of job evaluation and the program within Nunavut. Only one chairperson shall sit on any Appeal.

Job Share Employee Extended is an indeterminate employee who has entered into a voluntary arrangement in which two employees share one full-time indeterminate job in such a manner that each attends in the position for separate extended periods of time of three months or more. Such employees shall be treated for the purpose of receipt of benefits as seasonal employees.

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Job Share Employee is an indeterminate Government employee who has entered into a voluntary agreement with the Government. Two employees share one full-time indeterminate job. There are two types of job share employees; job share employee extended and job share employee part-time.

Job Share Employee Part-time is an indeterminate employee who has entered into a voluntary arrangement in which two employees share a full-time indeterminate job in such a manner that each attends in the position in any form of rotation of up to two weeks on and two weeks off; such employees shall be treated for the purpose of receipt of benefits as part-time employees.

Job Analysis is the process of identifying the duties and responsibilities of a position and expressing these in an authorized job description.

Job Evaluation is the analysis and evaluation of the required know-how, problem solving, accountability and working conditions of a position. Job evaluation establishes the relative value of a position within the Government.

Juvenile Escort is a person required to escort a child under the age of 19 travelling to obtain medical treatment.

Lay-off means an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function and who is suitable for continued employment in the Public Service. Lay-off does not mean an employee whose employment has been terminated because of a transfer of the work or function to another employer where the employee is offered employment with the new employer.

Length of Service is the period of uninterrupted employment with the Government. This will include uninterrupted employment with the Government of the Northwest Territories provided that the employee was employed in the Public Service on April 1, 1999.

Lieu time is leave provided as compensation for overtime worked, instead of cash payment.

Locked In means that funds remain in the Superannuation plan until normal retirement age.

Long Term Education Leave refers to leave of up to one academic year in duration (longer than six months), taken for education purposes.



Long-Term Disability Insurance (LTD) means an income supplement program providing income to eligible employees.

Management Employee means an employee defined in the Public Service Regulations as a person responsible for planning, organizing, directing and controlling the use of persons, material and money.

Mediation is a process that allows parties to have the assistance of a third party in trying to reach agreement.

Medical Escort is a health professional required to provide medical care to the patient while in transit.

Medical Practitioner is a licensed medical doctor, dentist or registered nurse.

Medical Prognosis is a physician's statement outlining the long-term expectations regarding an employee's medical condition. The prognosis does not state or describe the employee's medical condition. It indicates if and when the employee may be able to report for duty and what tasks the employee may be able to perform.

Medical Termination is a non-disciplinary termination of employment. A medical termination is considered when an employee is unable to do the job because of illness and it is unlikely that the employee will sufficiently recover to return to duty in the near future.

Medical Treatment is a service that is an insured non-elective benefit under the Nunavut Health Care Plan.

Memorandum of Understanding means an agreement signed by both parties to a collective agreement, intended to clarify the meaning, application or administration of items included in the collective agreement.

Merit Pay refers to an annual increase to a Manager's pay, which recognizes the Manager's job performance during the previous year ending March 31st.

Minister means the member of the Executive Council designated as a Minister under the *Legislative Assembly and Executive Council Act* who is responsible for the *Nunavut Public Service Act*.

Moving Company means the company contracted to move an employee's personal effects.



Needs Forecasting for purposes of Human Resource Planning means forecasting the number of positions and types of skills that will be needed by an organization over a specific planning period.

Non-Elective Treatment is medical treatment that is an insured service under Nunavut Health Care Plan.

Non-Medical Escort is a spouse, parent or person of the age of majority (19 years or older) required to assist the patient while in transit.

Occupational Health and Safety is a means of controlling workplace hazards, by reducing or eliminating occupational injuries or illnesses.

Official Agent is defined in the *Nunavut Elections Act* or the *Canada Elections Act* as applicable.

Official Languages of Nunavut are English, French, Inuktitut and Innuinaqtun.

On-call casuals are employees asked to work on an, as and when required, basis.

Optional Leave means the voluntary program available to managerial and excluded employees who are eligible to accumulate and use an extra five days paid leave in a fiscal year through payroll deductions.

Outside Organization is an organization that is not part of the Public Service of Nunavut. It may be a private sector organization or another level of government such as municipal, provincial or federal.

Outstanding Achievements are achievements that exceed the expected level of achievement of the individual assignments agreed upon by the Manager and the employee at the beginning of and during the performance review period.

Outstanding Contributions are contributions of work that exceed the expected level of contribution towards the achievement of group assignments agreed upon by the Manager and the employee at the beginning of and during the performance review period.

Overtime is work performed by an employee, at the request of the Employer, in excess of, or outside of the employee's regularly scheduled hours of work.

Parties refers to the Employer, a bargaining agent and the employees.



Part-time employee is an employee employed on a continuing basis for less than the standard workday, week or month.

Part-time Employment is employment on a continuing basis for hours less than the standard workday, week or month.

Pensionable Service is the service on which pension benefits are based when employment ends.

Performance Management means planning and implementing programs for improving overall productivity through organization of work activities, performance appraisal and the ongoing development of individual competencies, complemented by performance planning and supportive compensation practices.

Personal Effects means furniture, household goods and equipment and other effects owned by the employee and dependants at the time of their move. Items such as automobiles, boats, snowmobiles, motorcycles, trailers, animals or foodstuffs are excluded.

Personal harassment means any unwarranted behaviour by any person that is directed at and is offensive to an individual or endangers an individual's job, or threatens the economic livelihood of the individual.

Personnel File is the official record containing personal information, on each employee, held by the Department of Human Resources or the Personnel Section of an authorized board or agency. This does not include the pay and benefits files maintained for individual employees by the Department of Finance.

Policy means a government commitment to the public to follow an action or a course of action in pursuit of approved objectives.

Political Party is a registered political party or an unregistered political party functioning in Nunavut to achieve political aims.

Position is one specific job. An employee fills a position and is referred to as an incumbent.

Present Incumbent Only (PIO) means that downgrading of an occupied position has lowered the points and the pay range attached to the position. However, the employee will continue to be paid at the same level as prior to the downgrading with full entitlement to increments and economic increases.



Professional Employee means an employee engaged in work where there is a requirement for a highly developed or specialized body of knowledge acquired through university education.

Promotion means appointment to a new position with a greater maximum pay than the former position.

Proposed Appointee is the individual to whom the job offer has been made.

Protective Clothing are articles of clothing which give greater protection than normal clothing.

Public Service is the Public Service of the Government of Nunavut, as defined in the Nunavut Public Service Act.

Receiving Department is the department where a transferee will be working during the term of the Transfer.

Referring Practitioner is a Nunavut medical practitioner who recommends medical treatment be obtained outside the employee's community of residence.

Rejection on probation is termination, at the employer's direction, of an individual's employment in a public service position during the probationary period in that position.

Relocation assistance on termination provides employees with financial assistance in moving themselves, their dependants and their household effects from the employee's community of residence to the actual new location of residence.

Relocation Coordinator is the Government officer who is designated to administer relocations. The Department of Education has a relocation officer within that organization to coordinate teacher removals.

Reside with is to live in the same dwelling. Normally this will be the place where the person receives mail, keeps personal property, and spends a majority of the time.

Resident means anyone continuously residing in Nunavut for three months or more, intending to stay for at least 12 months.

Resignation is the voluntary termination of employment by the employee.

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Responsibilities are a set of related functions or tasks forming a significant part of a job.

Restricted Employees are:

- (1) Deputy Ministers;
- (2) Heads of Secretariats of the Executive Council;
- (3) Assistant Deputy Ministers;
- (4) Divisional Directors;
- (5) Regional Directors;
- (6) Assistant Directors;
- (7) Assistant Regional Directors;
- (8) Chief Executive Officers of Corporations or Agencies of the Government;
- (9) Regional Superintendents;
- (10) Executive branch staff, except secretarial or clerical staff; or Executive Assistants to Ministers;
- (11) Staff of the Department of Human Resources, other than secretarial or clerical staff;
- (12) Supervisors of Schools;
- (13) A person appointed by a Minister to serve as executive staff and who is paid out of public funds.

Retirement is termination of employment with eligibility to receive an immediate annuity under the *Public Service Superannuation Act*.

Return of Contributions is the return of money paid by an employee to the superannuation plan plus accumulated simple interest.

Safety Equipment are tools or equipment used to identify, monitor, reduce or remove work hazards.

Safety Officer is an individual appointed pursuant to Section 19 of the *Safety Act*.

Salary Increments are one step increases to the annual rates of pay in the salary range.

Salary is the pay received for performing the regular duties of a position.

School year means the work year established by the employer for school year employees. This normally means a work year that starts a week before the first day of the school year and ends a week after the last day of the school year.

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Seasonal Employment is employment of a seasonal nature, which is not continuous throughout the year but recurs in successive years.

Second or subsequent day of rest is the period immediately following expiration of the first day of rest, when the first and second or subsequent days of rest are consecutive. It ends when the employee's next regular shift starts.

Seconded is an employee who is on temporary assignment under the terms and conditions of a formal secondment agreement.

Secondment is the temporary assignment of a GOVERNMENT employee to a position in an outside organization, or an individual with a position in an outside organization to a position with the GOVERNMENT.

Selection Committee is the hiring Committee which consists of at least the position's supervisor (or alternate) and the Department of Human Resources Staffing Consultant. Sometimes this Committee will include community representatives or technical specialists.

Sexual harassment means any unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse job related consequences for the victim of the harassment.

Short Term Education Leave refers to leave of less than one academic year, but not longer than six months, taken for education purposes.

Staffing Appeal Committee is the Committee formed to hear the appeal and to provide an independent review of the competition. The Committee determines whether procedural fairness occurred in the application of legislation, regulations, policies, directives, and procedural guidelines in the competition process and whether the appeal should be granted or denied.

Standard hours of work are 7.5 hours a day, 37.5 hours a week for the public service generally: eight hours a day, 40 hours a week for trades, labourers and some other employees based on job function. The standard hours of work differ for some positions, based on specific agreements with the Nunavut Employees Union.

Standard Work Schedule includes a 7.5 or 8-hour workday with the work being performed between 08:00 and 17:00, five days a week, Monday to Friday.



Standards of General Conduct are accepted forms of performance, activity and behaviour that require no set rules to ensure compliance (e.g., coming in to work on time).

Standards of Particular Conduct are established work rules or orders set out by the employer (e.g., taking coffee breaks according to a rotational schedule).

Standby is time outside of the employee's regular working hours. An employee, on instruction from an authorized manager, must be available for recall to work.

Storage Company means the company contracted to provide long-term storage of an employee's personal effects.

Straight time is the hourly rate of remuneration.

Strike means a cessation of work or a refusal to work or to continue to work by employees, in combination, in concert or in accordance with a common understanding.

Substantially Continuous Service means a person becomes a Government employee within three months of leaving the federal public service, the Canadian Armed Forces, or the RCMP.

Suspension Pending Investigation is the temporary absence of an employee at the direction of the employer, from the employee's place of duty to allow an investigation into serious allegations of misconduct or incompetence.

Teacher is an employee who possesses a valid Nunavut Teaching Certificate and includes Classroom Teachers, Aboriginal Language and Cultural Specialists, Part-time Teachers, Grade Coordinators, Subject Coordinators, Teacher Consultants, Curriculum Specialists, Assistant Principals and Principals. (as defined in the *Education Act*).

Term Employment is employment for a fixed period in excess of four months. At the end of the specified period, the term employee ceases to be employed.

Territorial Riding Association is the Nunavut association of a political party.

Therapeutic Institution means hospitals, senior citizens' homes, nursing homes and personal care homes.

Time and one-half is one and one-half times the hourly rate of remuneration.



Transfer Assignment is a legal document for the temporary assignment of an employee. The document outlines the terms of agreement between the Employing Department, the Receiving Department (if applicable) and the Transferee.

Transfer means appointment to a new position that is not a promotion or a demotion.

Transferee is the employee who is on assignment under the terms and conditions of a formal transfer agreement.

Underwriter means National Life Assurance Company of Canada.

Unfurnished accommodation means unfurnished accommodation provided by the Employer or unfurnished accommodation arranged by the employee.

Unrestricted Employees are those employees, including teachers, who do not fit into the definition of restricted employees.

Unscheduled Absence means an employee's absence from the workplace which has not been authorized in advance. An unscheduled absence may or may not be eventually recorded as "absent without leave".

Upgrading occurs when job evaluation allocates a higher number of points resulting in a higher pay range than the previous evaluation.

Violence in the Workplace is the conduct of violence, threats, harassment, intimidation, and other disruptive behaviour in the workplace. Such behaviour can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm.

Voluntary Unpaid Leave means a program that allows an employee to receive an advance of 5 days of leave funded by a 1.92% salary deduction from the bi-weekly pay.

WCB means the Workers' Compensation Board.

Work Stoppage means any cessation of normal business operations resulting from a strike.

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Workplace means those buildings and facilities leased, rented, owned or operated by the Government, its corporations or agencies. Buildings under construction, extension or renovation and the accesses to them are not workplaces.

Written Reprimand is a written warning that performance or conduct is unsatisfactory.

Year of Service is the 12-month period to the anniversary date of initial appointment or a full academic year of employment in the case of a teacher.

Years Maximum Insurable Remuneration (YMIR) is the maximum annual earnings that are covered by the WCB.