

GOVERNMENT OF NUNAVUT

SENIOR MANAGERS' HANDBOOK

September 30, 2010

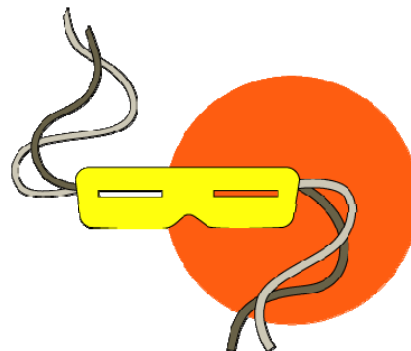


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Section 1 - Introduction

The purpose of the Senior Managers' Handbook is to set out the terms and conditions of employment for the Government of Nunavut (GN) senior management employees.

Senior managers are those term or indeterminate employees who are not represented by the Nunavut Employees Union (NEU) or the Nunavut Teachers' Association (NTA) and are not included in the excluded employees group.

These terms and conditions of employment are established by the *Public Service Act*, the *Public Service Regulations* and the directives of the Minister of Human Resources contained in the Human Resource Manual I. It is a term and condition of an employee's employment that changes to the *Public Service Act*, the *Public Service Regulations* and to the Minister's directives set out in the Human Resource Manual amend the terms and conditions of an employee's employment. If there is a discrepancy between those authorities and this handbook, those authorities prevail.

For detailed operational directives on the administration of the terms and conditions of employment please review the Human Resources Manual (HRM) at the following address:

<http://www.gov.nu.ca/hr/site/hrmanual.htm>

The human resources staff within each department would be pleased to answer any questions. Contact information can be found within the staff lists for each department.

Section 2 - Definitions

For the purposes of this document, the following definitions apply:

"Anniversary Date" is the date of an employee's most recent appointment to the public service.

"Call Back" means recalling an employee to duty after he/she has reported off duty and before he/she is next scheduled for work.

"Continuous Service" and "Continuous Employment" mean:

- a. uninterrupted employment with the public service;
- b. for purposes of superannuation, severance pay and vacation, re-employment of an employee within three months of termination for reasons other than dismissal, abandonment of position or rejection on probation;
- c. employment in the public service of Canada or the public service of a territory, provided that the appointment to a position in the public service of the GN is within three (3) months of termination of employment with the public service of Canada or a territory and such termination is for reasons other than dismissal, abandonment of position or rejection on probation, or transferred on April 1, 1999. This does not apply when a function is transferred to the GN; or
- d. prior employment of an employee who was laid off or reappointed to a position within the GN if the lay-off was after April 1, 1970.

"Day of rest" means a day other than a holiday or a day of leave on which the employee is not ordinarily required to perform the duties of his/her position.

"Demotion" means the appointment of an employee for reasons of misconduct, incompetence or incapacity, to a new position in the GN public service for which the maximum rate of pay is less than that of his or her former position.

"Dependant" means:

- a. the spouse of an employee who is residing with the employee;
- b. a child, adopted child or stepchild of an employee, who is:
 - i. attending school or is a student at some other institution, and is under 21 years; or
 - ii. under 21 years and is dependent on the employee for support; or
 - iii. over 21 years and is dependent because of a physical or mental illness.
- c. any other relative of the employee who is residing with the employee and is totally dependent on the employee for support because of a mental or physical illness.

"Deputy Head" means,

(a) in relation to a department, the Deputy Minister of that department,
and

(b) in relation to any other portion of the public service, the chief executive officer of that portion or, if there is no chief executive officer, such person as the Minister may designate as deputy head for the purposes of the *Public Service Act*.

"Duty travel" is defined as authorized travel outside an employee's headquarters' area on the employer's business.

"Employee" refers to all senior managers in the public service.

"Employer" refers to the Government of Nunavut or a public agency as defined in the *Financial Administration Act*, as the case may be.

"Excluded Employee" refers to an employee, other than a senior manager, who is excluded from the bargaining unit under the *Public Service Act*.

"Immediate Family" means an employee's father, mother, stepfather, stepmother, brother, brother-in-law, sister, sister-in-law, spouse, common-law spouse, child, step-child, father-in-law, mother-in-law, grandmother, grandfather, grandchild and any other relative permanently residing in the employee's household or with whom the employee presently resides.

"Indeterminate Employee" is an employee hired for a period of time with no fixed end date.

"Lay-off" means the termination of an employee due to lack of work or due to the discontinuation of a function.

"Local Hire" means that at the time of hire, the residence of an employee is in the same community as the position for which he/she was recruited.

"Part-time Employee" is an employee who works less than the standard daily or weekly hours of work for the position.

"Promotion" means the appointment of an employee to a position having a higher salary.

"Public Service" means the public service of the GN, as defined in the *Public Service Act*.

"Salary" is the pay rate determined by the job evaluation of the position to which an employee is appointed. For purposes of this document, salary does not include the Nunavut Northern Allowance or any other form of compensation.

"Salary Review Date" is the date from which an employee's annual salary review is calculated. Salary review dates vary depending on hire/rehire circumstances.

"Senior Manager" as defined in the Public Service Act 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.

"Spouse" means:

- a. an individual to whom the employee is legally married; or
- b. an individual who is in a cohabitation / conjugal relationship with an employee for at least 12 consecutive months.

"Supervisor" means an employee who occupies a position that is responsible for the management of at least one subordinate.

"Term Employee" is an employee hired to work for a specific period of time.

"Transfer" means the appointment of an employee to a new position in the GN public service that does not constitute a promotion or a demotion.

"Year" refers to the fiscal year (April 1 to March 31) unless specified otherwise.

Section 3 - Oath or Affirmation of Office and Secrecy

The "Oath of Office and Secrecy" is an agreement between an employee and the employer in which the employee promises to carry out his/her duties faithfully and honestly and to not reveal employment-related information without authorization. On hire employees are required to take the following oath:

I, (name of employee), swear (*or solemnly affirm*) that I will faithfully and honestly fulfill 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 equivalent phrase.*)

The original, signed Oath or Affirmation of Office and Secrecy is placed on the employee's personnel file.

Section 4 - Access to Information and Protection of Privacy Act

As an employee of the GN you are obliged to follow the *Access to Information and Protection of Privacy Act (ATIPP)*. This Act was established to allow for public access to government records while protecting the privacy rights of individuals and the rights and interests of third parties who deal with government.

Detailed information on ATIPP is found at: <http://www.gov.nu.ca/eia/atip/>

A copy of the *Access to Information and Protection of Privacy Act (ATIPP)* can be found at:

<http://www.justice.gov.nu.ca/apps/authoring/dspPage.aspx?page=CURRENT+CONSOLIDATIONS+OF+ACTS+AND+REGULATIONS&letter=A>

Section 5 - Relocation Assistance

Relocation assistance is a benefit to indeterminate and term employees, paid for by the GN.

The GN may pay qualified moving expenses on initial recruitment or GN transfers to another community. It may provide a lump-sum payment for relocation out on termination of employment, subject to specific criteria as set out in the Relocation Out schedules and guidelines.

Employees who are dismissed, rejected on probation, or declared to have abandoned their position are not eligible for relocation assistance on termination.

Relocation assistance is not available for local hires, unless you have:

- a. ten (10) years of continuous service with the GN, or
- b. twenty (20) years of continuous service and were on strength as of January 1st, 1995.

There is only one entitlement per household per relocation in accordance with the Relocation In and Relocation Out schedules and guidelines. More detailed information on relocation assistance, including the schedules and guidelines can be found at the following:

http://www.gov.nu.ca/hr/site/doc/relocation_in.pdf

http://www.gov.nu.ca/hr/site/doc/relocation_out.pdf

Section 6 - GN Continuous Service and Combined Continuous Service

Service with the GN, both on its own and in combination with specified prior employers, determines the accumulation and granting of leave and removal entitlements, as well as the calculation of superannuation, and severance. There are two distinct types of continuous service, GN continuous service and combined continuous service. Please note that separate provisions apply for the determination of the GN continuous service bonus and the long term service award.

A. GN Continuous Service

GN continuous service is uninterrupted service with the GN, and is detailed as follows:

- a. "uninterrupted service" means employment with the GN that has not been broken by more than three (3) months.
- b. if an employee ceases to be employed with the GN, for any reason other than dismissal, abandonment of position or rejection on probation, and is re-appointed within a period of three (3) months, the period of employment with the GN may be considered as continuous service with the GN for the purposes of public service superannuation.
- c. if an employee is laid-off from the GN public service and re-appointed to the GN at any time, the period of employment from the initial position shall be considered as continuous GN service.

B. Combined Continuous Service

Combined continuous service indicates the total of an employee's GN service added to his/her length of employment with a previous employer, and is detailed as follows:

- a. when an individual is appointed to a position in the GN within three (3) months after terminating employment in either the public service of Canada or the public service of a territory, for any reason other than dismissal, abandonment of position or rejection on probation, the period of employment shall be considered as continuous service. The recognition of this combined continuous service entitles the employee to recognition of years of service for the purpose of:
 - i. all leave credits and benefits earned but not granted;
 - ii. removal; and
 - iii. severance (if severance has not been collected from the previous employer).

Section 7 - Priority Hiring

The GN is committed to building an effective, functional and skilled public service representative of the population of Nunavut and consistent with Article 23 of the *Nunavut Land Claims Agreement*.

All GN departments and agencies are responsible for ensuring that at the screening stage priority is given to applicants in the following order:

- a. **Duty to Accommodate:** Present GN employees who become unable to perform their job duties as a result of disability can be accommodated into another GN position to which they are qualified, without competition. These individuals have priority over all other candidates. These individuals can be given priority at any stage of a position becoming vacant.
- b. **Lay-off Status:** Applicants on lay-off status who meet the qualifications of a position are given priority at the screening stage over all other applicants. Nunavut Land Claims Beneficiaries on lay-off status are given priority at the screening stage over non-Nunavut Land Claims Beneficiaries on lay-off status.
- c. **Nunavut Land Claims Beneficiaries:** Except as noted above, Nunavut Land Claim Beneficiaries who meet the qualifications required for a position within the GN will be given priority in the screening stage.
- d. **Nunavut Residents of one (1) year or more:** Applicants who are residents of Nunavut and who meet the qualifications required for a position within the GN will be given priority in the screening stage.
- e. **All other applicants:** All other applicants will be screened in if they qualify for the position and if there are no qualifying applicants for the priorities as noted above.

If an applicant from a higher priority category is successful in the interview stage, the competition is concluded. If an applicant from a higher priority is not successful in the interview stage, the screening and interview steps begin again with the applicants in the next priority category.

In certain circumstances of duty to accommodate and lay-off, applicants will not require interviews if it has been determined that they have the qualifications required for the position. The decision of whether to interview is made by the staffing officer in conjunction with the selection/screening committee.

Section 8 - Probationary Period

The probationary period is an opportunity for the employer to determine the employee's suitability for the position.

The probationary period begins when an individual begins the duties of his/her position and lasts:

- a. one (1) year if the employee is hired from outside of the GN,
- b. six (6) months if the employee is transferred or promoted from another position within the GN (excluding casual positions).

If the employee is appointed from within the GN, the probationary period may be waived or reduced at the discretion of the deputy head. An employee's probationary period may be extended by the Minister of Human Resources when more time is required to determine suitability. Such an extension is the result of a recommendation made by the deputy head of the employing department. The notice of the extension must be given to the employee no later than 30 days prior to the end of the initial probationary period.

An employee on probation may be terminated from employment if he/she is unable to meet the required standards of conduct and attendance, and/or is unable to reach and maintain an acceptable level of performance related to the duties of the position. Adequate documentation to support rejection on probation is required (e.g. probationary records, records of disciplinary action, attendance records). The notice of termination must be given to the employee no later than 30 days prior to the end of the initial probationary period.

Employees on probation must obtain written authorization from their deputy head to apply for another position within the GN. The written authorization must accompany the application.

Section 9 - Performance Management

Performance management is an ongoing process where the employee and the supervisor work together to plan, monitor, and review work objectives, goals and overall contribution to the organization. The process begins on the first day and continues throughout the employment contract.

For further information on performance management and to obtain a copy of the guidelines and associated forms, please contact the Department of Human Resources, Employee Relations division.

Section 10 - Hours of Work

A. Standard Hours

Senior management employees are expected to work a minimum of 37.5 hours per week (the standard hours of work). This is usually worked between 08:30 and 17:00, Monday to Friday, inclusive. There is a 15-minute break in the morning, a 15-minute break in the afternoon, and at least one-half an hour lunch break as close to mid-day as possible.

Employees must make every reasonable effort to notify their supervisor at the regular start time if unable to report for work for any reason.

Employees must provide reasonable notification and get approval from their supervisor for all anticipated absences from the workplace. If an employee is absent without approval, disciplinary action may be taken, up to and including dismissal and a deduction from pay may be made.

B. Alternative Work Schedules

On request from the employee, the supervisor may agree to alter an employee's work schedule to allow for flexible daily/weekly/monthly hours and days of work. This is dependent on operational requirements. There must be no cost to the employer. The types of schedules are:

- a. **Flex-time:** accommodating hours of work between 07:00 and 20:00.
- b. **Compressed work week:** a regular schedule of working extra hours each day and fewer days.
- c. **Employee scheduled work hours:** work performed during hours other than those set out in a standard work schedule. The daily hours may vary.

A request for an Alternate Work Schedule must be initiated by the employee and approved by his/her supervisor. The request and the approval must be in writing and a copy must be sent to the Leave and Attendance Administrator and to the employee's personnel file.

C. Part-time Work

Part-time work is employment on a continuing basis for hours less than the standard workday, week or month.

A deputy head shall prescribe the hours of work of the part-time employees in the department.

D. Job-Sharing

A job share employee is an indeterminate employee who has entered into a voluntary agreement to share one full-time indeterminate job with another indeterminate employee.

Job sharing allows the GN to have the advantage of the experience and skills of employees who want to work reduced time. The agreement may reduce employee turnover and provide the GN with employees who have higher morale, enthusiasm and job satisfaction.

The job share arrangement can be terminated at any time by either employee, or the supervisor with reasonable notice. An employee has one month to find a job share replacement when one job-share partner terminates the agreement.

There are two types of job share employees:

- 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. All benefits are pro-rated except for medical transportation assistance, dental and other medical insurance plans.
- b. **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. All benefits are pro-rated except for medical transportation assistance, dental and other medical insurance plans.

For further information, please refer to Job Share Employees, Section 904 of the Human Resource Manual, http://www.gov.nu.ca/hr/site/HR_Manual/900_Employment%20Categories/904_Job_Share_Employees/904%20-%20Job%20Share%20Employees.pdf.

E. Rest Periods

Employees are entitled to a 15 minute rest period for every three and one-half (3.5) consecutive hours worked, regardless of whether working a standard or non-standard work week. Scheduling of the rest period is subject to the supervisor's approval. Rest periods must be taken at the allotted time and are non-transferable to other times of the day or other days.

Section 11 - Salary

The Senior Management salary grid consists of twenty-one (21) pay bands and is linked to the Hay Plan job evaluation system. The placement of a position on a pay band is based on points as determined by the job evaluation system.

Each pay band has a minimum and maximum salary. The minimum salary is 70% of the maximum. The salary grid for senior managers is in Appendix A.

Employees are paid on a bi-weekly basis, two weeks after the pay period end date. For example, weeks one and two are paid at the end of week four.

A. Salary on Appointment

Employees are placed on the salary grid based on the job evaluation rating of the position and the skills and experience they bring to the job.

B. Pay Adjustments / Salary Review Dates

Periodic economic adjustments are approved as across-the-board increases in the salary schedule.

In addition, the deputy head may annually adjust the salary of an employee based on performance. These adjustments may come in two different ways or a combination thereof:

- a. merit pay – an annual adjustment to the base pay based on the employee's performance; and
- b. lump sum bonus pay – a performance-based lump sum payment that does not form part of the employee's base salary but is considered pensionable salary.

The combination of the merit and lump sum bonus payment cannot exceed 8% per annum.

The salary review date, based on the anniversary date of the employee's appointment or most recent promotion, is the date of appointment to the employee's most recent position within the GN. On promotion, the salary review date is changed to the first day of the month in which the employee is promoted. It remains unchanged on transfer or re-evaluation.

Salary increases are applied on the actual anniversary date and on promotion as follows:

- a. the first day of the month of the anniversary date if before the 16th of the month; or
- b. the first day of the month after the anniversary date if the anniversary date is on or after the 16th of the month.

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, shall be granted the first day of the month of the employee's initial appointment.

If an employee is granted a leave of absence without pay in excess of six (6) continuous months, the salary review date will change. The date upon which the employee returns to work will become the new salary review date. Twelve (12) months after the employee returns to work, he/she will receive a performance review.

The Deputy Minister of Human Resources, within 12 months after the appointment of an employee to the public service, may grant 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.

C. Promotion

Where a senior manager is promoted to another senior management position in the public service, the salary of the senior manager shall be subject to negotiation with a deputy head, but shall not exceed the maximum of the pay band for the new position.

A salary increase that represents 25% or more of the senior manager's former rate of pay may not be granted without the approval of the Deputy Minister of Human Resources.

D. Acting Pay

When a senior manager is required to perform the duties of a more senior position he/she will be compensated with acting pay, which shall be calculated at the greater of:

- a. the minimum 70% rate of the pay band; or
- b. The rate within the pay band that provides employees with a minimum of 10% above their regular salary rate.

Employees are provided with a written request to assume the acting duties in advance of the acting pay period. If the acting appointment is for a minimum period of two (2) consecutive months the employee shall be paid the greater of the minimum 70% rate of the pay band or 15% above his/her regular salary rate.

Bargaining unit employees acting in a senior manager position give up their union status for that same period and are not required to pay union dues.

When a bargaining unit or an excluded employee is required by the employer to perform the duties of senior management on an acting basis the employee will be given clear notice that he/she will be treated as a senior management employee governed by the Senior Managers' Handbook. The employer will provide the employee full details of the employee's salary and benefit entitlement while in the acting position.

A non-senior management employee acting in a senior management position for a period greater than three months is eligible to apply for the Public Service Management Insurance Plan (PSMIP).

Casual employees cannot be appointed to act in senior management positions.

Acting periods should not be for more than six months.

Section 12 - Allowances and Bonuses

As part of the GN's total compensation package, employees may receive allowances and bonuses to offset certain expenses, compensate for special working conditions, or compensate for location of community.

A. GN Continuous Service Bonus

In recognition of continued employment with the GN, employees who:

- a. are members of the public service on December 1 in the current fiscal year, and
- b. have at least three years of continuous service;

will be paid a lump sum continuous service bonus in the first pay period of December in each year.

The bonus is to recognize employment in the GN, not prior service with other employers. However, employees who were employed by the Government of the Northwest Territories (GNWT) on March 31, 1999 and who became employees of the GN on April 1, 1999 will have their years of service with the GNWT recognized for the purposes of calculating years of continuous service for the bonus.

In recognition of continued employment with the GN, you will be paid for your service according to the schedule below:

| Years of Continuous Service | Annual Payment |
|-----------------------------|----------------|
| 3 to 5 years | \$1000 |
| 6 to 10 years | \$2000 |
| 11 to 15 years | \$3000 |
| 16 to 20 years | \$4000 |
| 21 or more years | \$5000 |

B. Training Allowance

Employees who take on the role as a designated trainer for a specific employee provide guidance and advice in the professional development and on-the-job training of that employee. If these responsibilities are not in your job description a trainer's allowance of five hundred dollars (\$500.00) per month, or portion thereof, shall be paid for the period of the training.

As part of a designated trainer's duties, he/she will report on the progress of the employee to his/her supervisor on a regular basis. The period of training shall be set out in advance in a training agreement, and shall be for a minimum period of one week or five (5) consecutive days. The training agreement shall set out the trainer's roles and responsibilities and the process for evaluating progress during the training period. The training allowance does not apply to job shadowing.

C. Bilingual Bonus

If an employee's job description requires use of two (2) or more of the official languages of Nunavut, he/she shall be paid a bilingual bonus of one thousand five hundred dollars (\$1,500.00). This does not apply if assigned duties of translation and interpretation are in the job descriptions. To qualify a proficiency in the required languages must be demonstrated.

For purposes of the bilingual bonus, the official languages are: Inuktitut, Inuinnaqtun, English, and French.

D. Nunavut Northern Allowance

Employees receive the Nunavut Northern Allowance in accordance with the schedule found in Appendix B. If an employee works less than the regular number of work hours, the amounts shall be pro-rated. Unless the lump sum option set out below is chosen, payments are made on a bi-weekly basis two weeks after the pay period end date.

An employee may receive the Nunavut Northern Allowance as a lump sum, effective April 1st of each fiscal year. The allowance is not payable in advance and is banked from the previous fiscal year. In order to take part in the lump sum option, a form must be completed and submitted each March before the new fiscal year. Further information and the form needed to apply for the lump sum option or to change back to a bi-weekly payment are available from the Compensation and Benefits division, Department of Finance.

Employees on leave without pay or on education leave do not receive the Nunavut Northern Allowance.

Section 13 - Benefits

The GN participates in the federal Public Service Superannuation Plan for Executives. Senior managers are also provided with group life, accident and long term disability insurance through the Public Service Management Insurance Plan and may participate in optional health and dental plans.

A. Public Service Superannuation Plan

The Public Service Superannuation Plan is governed by the *Public Service Superannuation Act (PSSA)*. With few exceptions, participation in the plan is compulsory. Senior managers are enrolled in the Executive plan.

Detailed information on the plan can be obtained from the Compensation and Benefits division, Department of Finance, or found on-line at:

http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/Pensions/guides/v3-eng.asp

B. Public Service Management Insurance Plan

The Public Service Management Insurance Plan (PSMIP) provides senior managers with group life insurance, accidental death and dismemberment insurance, dependants' insurance, and long-term disability insurance. The group life insurance has two components, the basic life insurance plan and an optional supplementary plan which provides additional benefits. The plan also provides for a living benefit option for terminally ill participants.

Additional information on the components of the PSMIP can be obtained from your benefits officer, Compensation and Benefits division, Department of Finance or from the following websites:

- b. disability insurance:

<http://www.tbs-sct.gc.ca/hr-rh/bp-rasp/benefits-avantages/dip-rai/dip-rai-eng.asp>

- c. other insurance:

http://www.tbs-sct.gc.ca/Pubs_pol/hrpubs/TB_863/psmipex-eng.asp.

C. Public Service Health Care Plan

The Public Service Health Care Plan (PSHCP) is **optional** insurance, administered by Sun Life Assurance Company of Canada, for extended health benefits such as the cost of eligible prescription drugs, vision coverage, out-of-territory benefits and other medical expenses not covered by Nunavut's health insurance plan. The premiums for all coverage levels of the plan are fully paid for by the Employer.

The PSHCP claim form is available online at <http://www.pshcptrust.ca/english/forms/default.shtml>. Once an Employee has submitted his/her first claim the administrator will provide a personalized claim form for future use. There are time limits for submitting claims and these are described in the Plan document and the Plan member booklet. Further information can be obtained at the following website:

<http://www.tbs-sct.gc.ca/hr-rh/bp-rasp/benefits-avantages/hcp-rss/hcp-rss-eng.asp>

D. Dental Plan

After six (6) months of continuous employment, an employee may enrol in the GN dental plan. This optional plan is paid for by the employer however employees pay an annual deductible fee of \$15.00 per single employee and \$30.00 per family if benefits are received under the plan. Employees may be entitled to 60% for periodontic services and for major dental services. Under this plan, the maximum reimbursement in any fiscal year, excluding orthodontic services, is \$1,200 per participant.

Orthodontic services coverage is 50%, up to a maximum lifetime of \$3,000 per dependant child under 18 years of age enrolled in the plan.

For further information on pension and benefits, please contact the Compensation and Benefits division, Department of Finance.

Section 14 - Gratuity on Resignation (Severance)

A. Resignation

Employees are required to provide two (2) weeks notice, in writing, for resignation. See Section B for more detail.

An indeterminate employee may, within three (3) working days of resigning (not including the day of resignation), withdraw the resignation. A term employee has 48 hours to withdraw the resignation. A resignation will not be processed until the appropriate period of time has elapsed.

Employees are encouraged to contact the Compensation and Benefits Division of the Department of Finance at least six (6) months in advance of retirement. This will ensure timely processing of all pension and benefit documents.

B. Severance Pay

There are five types of severance pay:

- a. lay-off
- b. resignation
- c. retirement
- d. termination for health reasons
- e. death

An employee whose employment with the GN public service is terminated due to abandonment of position, rejection on probation or dismissal is not entitled to receive severance pay.

An employee who is laid off after one (1) year or more of continuous employment is entitled to severance and can choose from separation assistance or severance priority. If an employee has three (3) or more years of continuous employment with the GN, he/she may choose from the aforesaid two options, retraining or education assistance, provided the criteria for retraining and/or education assistance is met.

An employee is entitled to severance pay upon resignation if:

- i) he/she has ten (10) or more years continuous employment; and
- ii) he/she gives two (2) months notice of termination.

If an employee is entitled to severance, then he/she may either roll-over the severance pay into an annuity under the Superannuation Plan or convert it to an equivalent period of leave with pay.

In the event of death, the estate is entitled to severance pay in addition to any other benefits if there have been ten (10) years or more of continuous employment.

Further information can be found at:

http://www.gov.nu.ca/hr/site/HR_Manual/1800_Termination_of_Employment/1808_b_Severance_Pay_Excluded_Employees_and_Managers/1808SeveranceExcludedandManagement.pdf

Section 15 - Duty Travel

A. General

There may be times when an employee travels outside of his/her home community on GN business. If this happens, the employee is entitled to be compensated for certain expenses incurred during the travel.

Duty travel is approved in advance by an employee's supervisor or, for all travel outside of the Territory of Nunavut, by the deputy head. This approval is obtained by the employee filling out and submitting a Travel Authorization form to his/her supervisor or deputy head for the approval. Once travel is completed, the form is resubmitted as part of the expense claim.

The employee may request leave from work either prior to, or at the conclusion of, the duty travel. To do so, a request must be made when the Travel Authorization Form is submitted.

For further information, please consult the Human Resources Manual, Section 1507 – Allowance and Benefits, Duty Travel and Accommodation located at:

[http://www.gov.nu.ca/hr/site/HR_Manual/1500_Alowance_And_Benefits/1507_Duty_Travel_and_Acco](http://www.gov.nu.ca/hr/site/HR_Manual/1500_Alowance_And_Benefits/1507_Duty_Travel_and_Acco%20modation/1507%20-%20Duty%20Travel%20and%20Accommodation.pdf)

[mmodation/1507%20-%20Duty%20Travel%20and%20Accommodation.pdf](http://www.gov.nu.ca/hr/site/HR_Manual/1500_Alowance_And_Benefits/1507_Duty_Travel_and_Acco%20modation/1507%20-%20Duty%20Travel%20and%20Accommodation.pdf)

and/or the FAM directive on Duty Travel, Directive 820-1 located at:

<http://www.gov.nu.ca/finance/fam/800/820-1.pdf>.

Section 16 - Leave

A. General

Employees are entitled to several types of leave to accommodate both anticipated and unplanned absences. All absences are categorized as leave with pay or leave without pay.

Employees must provide reasonable notification and request approval from their supervisor for an anticipated absence from work. To receive leave, the employee must first complete a leave form, specifying the type and duration of leave, and submit it to his/her supervisor. In order to have the leave approved, leave credits must be verified by the HR coordinator in your department. Leave approval is subject to operational requirements.

The GN is not required to keep a position open for an employee during a period of leave without pay that is greater than three (3) months but is required to provide the employee, upon return, with an equivalent position. Please note this does not apply to Relocation of Spouse leave.

B. Notification of Absence

When employees are unable to report to work, every reasonable effort must be made to notify their supervisor at the regular start time. If an employee is absent without leave (AWOL) disciplinary action may be taken, up to and including dismissal and a deduction from pay may be made.

C. Leave with Pay

Leave with pay is provided through several different types of leave, such as annual leave, regular public service holidays or sick leave. The employee is able to carry-over some types of unused leave into the next fiscal year. The specific provisions are found within each section.

Although the practice is to request leave from the supervisor well in advance through a leave form, there are exceptions such as sick leave or some types of special leave. See the sick leave and special leave sections for more detail.

1. Public Service Holidays

The following are designated paid holidays for the public service:

- a. New Year's Day
- b. Good Friday
- c. Easter Monday
- d. Victoria Day
- e. Canada Day
- f. Nunavut Day
- g. the first Monday in August
- h. Labour Day
- i. Thanksgiving Day
- j. Remembrance Day
- k. Christmas Day
- l. Boxing Day

2. Annual Leave

Annual leave entitlement is accumulated by calendar month when the employee works or is paid for ten (10) or more days during the month. The rates are:

| Completed Years of Continuous Employment | Days earned per Month | Days earned per Year |
|--|-----------------------|----------------------|
| Less than two | 2.21 | 26.5 |
| Two to nine | 2.5 | 30.0 |
| Nine to fourteen | 2.92 | 35.0 |
| Fourteen to nineteen | 3.05 | 36.6 |
| More than nineteen | 3.5 | 42.0 |

Employees begin to accumulate annual leave credits when they start working for the GN. Annual leave must be approved in advance by your supervisor and is subject to operational requirements.

Every reasonable effort will be made to schedule annual leave at the dates and times requested, during the fiscal year in which it is earned. Depending on accumulated leave credits, an employee may be granted up to seven (7) consecutive weeks.

If the employee has a monetary loss as the result of employer-cancelled approved leave prior to the employee taking the leave, application may be made for reimbursement.

The GN can recall an employee back to work during annual leave. If recalled to work, reasonable expenses will be reimbursed.

If annual leave credits have been earned, but have not been used, the employee may be carried over, unless the employee requests pay out.

Annual leave will be reinstated if, during an employee's leave, there is a death or illness in his/her immediate family and special leave is granted; or if sick leave is requested and approved.

3. Sick Leave

Sick leave credits are accumulated by calendar month at the rate of one and one-quarter (1.25) days when the employee works ten (10) or more days during the month. To request sick leave, the employee must complete a leave request form for verification by the HR Coordinator and approval from the supervisor. A medical certificate may be requested.

The employee may not have enough sick leave credits to cover the request for sick leave with pay. With approval from the supervisor, sick leave with pay may be advanced and deducted from future sick leave credits. The amount of sick leave that can be advanced cannot exceed 15 working days. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.

4. Special Leave

Special leave credits are accumulated at a rate of one-half (.50) a day per calendar month when the employee works or is paid for ten (10) or more days during the month.

The employee can earn special leave credits to a maximum of 30 working days. As special leave credits are used, the employee may refill them to the maximum allowable, at the applicable rate. Special leave shall not be granted to an employee who is on leave without pay or under suspension.

Depending on operational requirements an employee may use one (1) discretionary day during the fiscal year. The discretionary day must be requested in advance, authorized by the supervisor and is considered special leave with pay for one (1) work day.

An employee's immediate supervisor may grant the employee special leave with pay for a maximum period of five (5) days, to the extent that it has been earned, in the following circumstances:

- a. where a member of the employee's immediate family becomes ill, not including normal childbirth, and the employee is required to care for the ill person or the dependants of the employee or the ill person;
- b. where there is a death in the employee's immediate family;
- c. where an employee is to be married;
- d. where special circumstances not directly attributable to the employee prevent his/her reporting for duty, including
 - i. serious household or domestic emergencies,
 - ii. a general transportation tie-up caused by weather if the employee makes every reasonable effort to report for duty from his or her usual residence, but where transportation delays prevent an employee reporting for duty from other than his or her usual residence, the circumstances may be considered attributable to the employee and the time should be charged to vacation leave or leave without pay, or
 - iii. serious community emergencies, where the employee is required to render assistance;
- e. where granting the leave would be of general value to the public service, such as where the employee:
 - i. takes an examination which will improve his or her position or qualifications in the public service;
 - ii. attends his or her university convocation, if he or she has been continuously employed for at least one year;
 - iii. attends a course in civil defence training; or
 - iv. requires a medical examination for enlistment in the Armed Forces or in connection with a veteran's treatment program.

Special leave for more than five days shall only be granted with the approval of the deputy head. Special leave may be advanced with the approval of a deputy head. Special leave shall not be granted to an employee who is on leave without pay or under suspension.

5. Winter Bonus Days

One (1) winter bonus day will be granted to the employee for each five (5) consecutive days of annual leave taken between October 1 and March 31 of any fiscal year. Winter bonus days must be used immediately following the annual leave days taken. When a holiday falls during a period of

annual leave, it will be counted as annual leave for determining winter bonus days. The employee is limited to four (4) winter bonus days in any one fiscal year. There is no carry-over of winter bonus days from one fiscal year to another, however winter bonus days may be taken the first week of April if they are preceded by the qualifying leave days.

6. Optional Leave Program

The optional leave program is a form of self-funded leave, up to a maximum of five (5) days per year. If the employee chooses to participate, their paycheque will be deducted 1.9231% from base pay.

Once you choose to participate in the optional leave program, you will not be able to withdraw from the program until the next fiscal year. To enrol or stop participating in the program, you must notify your payroll officer, Compensation and Benefits Division, Department of Finance, at least four (4) weeks prior to the end of the fiscal year. A form is available from your payroll officer.

7. Medical Travel Leave

The employee or their dependant may need to travel outside of their home community for a medical appointment. In the case of children, they may need to be accompanied by the employee as their guardian. Travel time with pay must be requested and authorized in advance. The request must be accompanied by the Medical Travel Authorization Form from the Department of Health and Social Services. Travel time with pay will be equal to the **actual travel time** to a maximum of four (4) days, whichever is less.

8. Casual Leave

The employee may request casual leave up to two (2) hours at a time to attend school activities with dependant children, take medical, dental, financial and legal appointments. For unusual circumstances approval is required from the deputy head. Provide the supervisor with as much advance notice as possible. The request for casual leave is balanced with operational requirements.

You can also request casual leave up to one (1) day per occurrence if you need to attend recurring medical treatments or check-ups with your health care practitioner.

9. Court Leave

A deputy head shall grant every employee, other than an employee on leave without pay or under suspension, leave with pay for such time as is necessary and reasonable, to:

- a. serve on a jury;
- b. attend as a witness before a body authorized by law to compel the attendance of witnesses; or
- c. participate in the grievance procedure as a complainant.

10. Public Service Leave

Public Service Leave is in two parts. The first portion involves employees who have a judicial appointment and require leave in the performance of their duties, while the second portion deals with employees who are doing service in the interest of GN or Nunavut.

An employee with a judicial appointment, if not on a leave without pay or under suspension, will be granted leave with or without pay during the fiscal year, to:

- a. serve as a Justice of the Peace;
- b. serve as a Coroner; or
- c. participate in a public inquiry.

An employee doing service in the interest of the GN or Nunavut, if not on a leave without pay or under suspension, may be granted leave with or without pay up to a maximum of fifteen (15) days during the fiscal year for:

- a. participation in firefighting and search and rescue training and missions;
- b. serving on a government board, such as the Workers Compensation Board, or the Liquor Licensing Board;
- c. serving on a co-management board or other Institute of Public Government board established under the Nunavut Land Claims Agreement;
- d. serving on a municipal council or committee;
- e. participating in Federal/Territorial/Municipal consultation forums; or
- f. attending a course in civil defence training including Canadian Ranger exercises, training and missions.

NOTE: If an honorarium is received for the activity which is equal or greater than your daily rate of pay, the leave is granted without pay. If the honorarium is less than your daily rate of pay, you must relinquish the entitlement, but will receive leave with pay. If no honorarium is received, the leave will be with pay.

11. Injury on Duty Leave

A deputy head may grant leave of absence with pay to an employee who is unable to perform the duties of his or her position because of:

- a. personal injury accidentally received in the performance of his or her duties and not caused by the willful misconduct of the employee; or
- b. sickness arising out of and during the course of his or her employment,

if that employee agrees to pay the GN any amount received by him/ her for loss of wages in settlement of any workers' compensation claim he/she may have in respect of the injury or sickness, providing however that such amount does not stem from a personal disability policy for which the employee or agent of the employee has paid the premium.

D. Leave without Pay

The employee's supervisor may grant leave without pay up to a maximum period of six (6) months, and any additional leave without pay may be granted only with the approval of the employing department's deputy head.

Time taken as leave without pay will not count towards pay increments, continuous service (except for the application of the continuous service bonus), or the accumulation of leave credits, for sick, annual or special leave. An employee may be required to prepay premiums for the Public Service Health Care Plan

and the Public Service Management Insurance Plan. An employee considering leave without pay should contact his/her Benefits Officer, Compensation and Benefits, Department of Finance to discuss the implications to his/her benefits plans.

If an employee takes leave without pay for a period greater than three (3) months, other than an employee taking such leave due to the relocation within Nunavut of his/her spouse, the employer is not required to keep the employee's position open. The employee will, upon return, be provided with an equivalent position

1. Sick Leave without Pay

Sick leave without pay may be authorized by the employee's supervisor.

2. Leave without Pay for Relocation of a Spouse within Nunavut

If the spouse of an indeterminate employee is permanently relocating or accepts an appointment to another position **within Nunavut**, the employee can apply for leave without pay for up to 12 months. If the indeterminate employee does not obtain a position within the Government of Nunavut within one (1) year, the indeterminate employee shall cease to be an employee at the end of approved period of leave without pay.

E. Education Leave

Education leave is time off to undertake full-time post-secondary studies at a recognized university, community college or technical institute. Upgrading your knowledge, expertise and technical skills is of benefit to you and the GN. An indeterminate employee must have three (3) years of continuous service with the GN in addition to an acceptable performance review to be considered. For further information, including guidelines for financial assistance, please consult the Section 309 of the Human Resources Manual, Education Leave, located at:

http://www.gov.nu.ca/hr/site/HR_Manual/300_Employee_Retention/309_Education_Leave/309_Education_Leave_10_March_2008.pdf

F. Maternity Leave

An employee who becomes pregnant shall notify the Employer in writing at least 15 weeks prior to the expected date of the termination of her pregnancy and, shall, 11 weeks before the expected date of the termination of her pregnancy be granted leave without pay for a period ending not later than 26 weeks after the date of the termination of her pregnancy.

After completion of six (6) months continuous employment, an employee who provides the Employer with proof that she has applied for and is in receipt of unemployment insurance benefits pursuant to Section 22 of the *Employment Insurance Act*, shall be paid a maternity leave allowance.

The employee may apply to Compensation and Benefits Division, Department of Finance and she shall be given, within one (1) week of application, a clear, understandable information package about maternity leave requirements and benefit entitlements. Section 1308 of the Human Resources Manual also provides pertinent information for the employee.

G. Parental Leave

Where an employee has or will have the actual care or custody of his/her newborn child, or has commenced proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to 26 consecutive weeks. This leave without pay shall be taken during the 52 week period immediately following the day the child was born or, in the case of adoption, within the 52 week period from the date the child comes into the employee's care and custody.

After completion of six (6) months continuous employment, an employee who has been granted parental leave without pay and who provides the Employer with proof that she/he has applied for and is in receipt of parental benefits pursuant to Section 22 of the *Employment Insurance Act*, shall be paid a parental leave allowance. Please consult a Benefits Officer, Compensation and Benefits Division, Department of Finance, as to review all requirements and benefit entitlements.

H. Deferred Salary Leave Plan

The deferred salary leave plan provides an employee with six months or a year of leave from the GN financed through a deferral of salary made in previous years. To participate in the plan, an employee must agree to set aside a portion of his/her salary amounting to twenty percent (20%) for four (4) years or ten percent (10%) for four and a half (4½) years. The GN shall grant leave with pay for either the fifth year or the last six (6) months of the fifth year. Like other types of leave, this leave is dependant upon operational requirements and must be requested in advance. This leave requires a return to work agreement that details the terms and conditions under which the leave is to be granted by the GN, as well as the employee's obligations in returning to work.

The deferred salary will be deposited into a trust that will provide income during the leave. It is exempt from taxation until the funds are released to the employee. Both the employer and employee share of pension contributions are the responsibility of the employee while on leave. The period of leave counts as pensionable service.

Participation can begin at any time during the year. If operational requirements or exceptional changes in personal circumstances make the leave unfeasible, the employee shall either:

- a. defer the leave up to and including the sixth or seventh year, or to some other mutually agreeable time, or
- b. withdraw from the plan and take a refund of the total in the deferred salary account. Upon withdrawal, the total in the account will be paid to the employee within 60 days.

Section 17 - Professional Development

As a professional public service it is very important to maintain relevant skills and build knowledge. In consultation with the employee's supervisor, professional development is an opportunity to further individual abilities and expertise to achieve organizational goals. Activities may include a course for professional accreditation, workshop or conference given by the GN, a recognized institution or professional association.

All professional development activities must be approved by the delegated authority well in advance. While taking a professional development activity during standard hours of work in the employee's home community, it is considered on duty. If the employee needs to travel outside of his/her home community, it is considered duty travel and certain provisions may apply. Expenses related to the activity must be authorized in advance.

Should an employee wish to pursue post-secondary courses that are of benefit to the employer, the employer may reimburse tuition and costs associated with the course, provided the employee:

- a. obtains approval prior to registration, and
- b. proof of successful completion of the course is provided to the supervisor.

Costs related to transportation, accommodations, meals and child care do not qualify for reimbursement.

A professional development activity may be in the form of professional association fee reimbursement.

Section 18 - Workplace Health Safety and Wellness

A. Respectful Workplace

The GN is committed to providing a workplace free of discrimination, interference, restriction, harassment or coercion exercised or practiced with respect to any employee by reason of race, colour, ancestry, ethnic origin, citizenship, place of origin, creed, religion, age, disability, sex, sexual orientation, marital status, family status, pregnancy, lawful source of income and conviction for which a pardon has been granted or any other grounds prescribed by the Nunavut *Human Rights Act* and the Canadian *Human Rights Act*.

B. Workplace Harassment

The GN is committed to promoting a work environment which is free from sexual and personal harassment. To prevent and address issues of harassment in any form in the workplace, a workplace harassment policy has been developed. This policy and the workplace harassment guidelines contained in Section 1010 of the Human Resources Manual defines and provides examples of workplace harassment, details the harassment complaint mechanism and describes the process and methods used by the GN to act on complaints.

The Workplace Harassment Policy is available on the GN website at:

<http://www.gov.nu.ca/english/policies/>

C. Bad Weather Conditions

Except in emergency situations, an employee will not be required to report to work or remain at work when GN offices are officially closed due to weather conditions.

If GN offices are not closed, while the weather conditions have closed schools or daycares, and an employee is unable to report to work or need to leave work to pick-up his/her children, special leave may be granted.

Special leave may also be used if an employee is unable to report to work, or remain at work due to road conditions, and there is no public transportation available.

D. Traveling to and from the Workplace at Night

If an employee is required to travel between midnight and 06:00 a.m. to perform work outside of his/her standard working hours, the Government will provide transportation or the cost of commercial transportation between the employee's home and the workplace.

Section 19 - Code of Conduct

The people of Nunavut have a right to a public service which is efficient, impartial and has integrity. To that end, 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.

The employee is in a conflict of interest situation where there is a reasonable perception their ability to exercise their employment duties will be affected by their private interests. The employee must arrange all private matters so conflicts of interest do not arise. Conflicts of interest may be real, apparent or potential, and do not relate exclusively to financial transactions.

A. Outside Business, Employment and Volunteering

If the employee wishes to hold employment other than his/her primary position with the GN (including self employment), or wishes to become a volunteer in an activity outside of work, the employee must request permission, in writing, from his/her deputy head, and state the nature of the job, business or volunteer activity. The deputy head will give the employee a written response, including a reason if permission is withheld, within 30 days.

If an employee is permitted to hold outside employment (including self-employment), he/she must not:

- a. carry on any business which unduly exploits, for personal gain, any acquaintance with employees or other persons you became acquainted with through GN employment; or
- b. be a director or officer of a company that holds, or is engaged in, any contract or agreement with the GN, except when appointed or recommended for appointment by the GN.

B. Use of Employer's Property / Use of Electronic Mail and the Internet

The employee shall not directly or indirectly use, or allow the use of the GN's property, except for officially approved activities. This includes property leased by the GN.

The employee may access email and Internet services for personal reasons during breaks or, with prior approval, on their own time. The employee cannot access or disseminate any material that is illegal, offensive or otherwise inappropriate. Unacceptable use of the GN's internet and email services may result in immediate suspension of network privileges and may result in disciplinary action.

C. Use of Information

An employee must not:

- a. carry on any business or employment outside of the public service in which you may make unauthorized use of confidential information gained as a result of employment in the public service; or
- b. reveal or use any confidential information unless authorized or required by GN duties.

When a senior manager leaves the government, he/she may not own, operate, control or be employed by any business if there is opportunity to exploit knowledge gained while employed by the government. This is in effect for one year after the effective date of resignation or termination of employment with the GN. This includes contracting services back to the Government of Nunavut.

D. Gifts, Hospitality and Other Benefits

The employee must not accept any gifts, hospitality or other benefits that could give the appearance of influencing the judgment or performance of their duties.

E. Smoke/Alcohol Free Environment

Smoking and alcohol are not permitted, or tolerated, in any GN workplace. This includes in GN vehicles. Employees shall not allow the use of alcohol or drugs to interfere with the performance of duties or harm the image of the Government.

F. Political Activity

The employee is allowed to be involved in political activities. Certain political activities are restricted. If the employee does get involved in political activities, he/she is obliged to be impartial in relation to their duties and responsibilities.

Detailed information on political activities is found at:

<http://www.gov.nu.ca/hr/site/politicalactivityfaq.html>

G. Criminal Conduct

All employees are expected to exhibit honesty, integrity and high standards of personal conduct at all times. Any behaviour that negatively impacts the interests, property, security, or reputation of the GN will not be tolerated. Any allegation of criminal behaviour related to on-duty or off-duty conduct is a serious matter. The employee is required to immediately report any criminal charges that have been brought against him/her to their supervisor. An employee charged with a criminal offence may be terminated.

Adherence to the Code of Conduct of the GN (Section 202 of the Human Resources Manual), is a condition of employment. Employees who do not follow it may be subject to discipline up to and including termination.

Section 20 - Grievance Process

If the employee has a complaint about a matter addressed by the *Public Service Act* and Regulations or other terms and conditions of employment, a grievance may be filed. Before submitting a formal grievance, however, the employee must first attempt to resolve the complaint with his/her immediate supervisor. If they are unable to resolve the issue, the employee may then file a grievance. Before filing, the employee may wish to seek advice from human resources personnel, such as the human resources manager of his/her department or a staff relations consultant from the Department of Human Resources.

All grievances must be in writing and can be presented personally or through a representative designated by the employee. There are three levels in the grievance process, as follows:

A. First Level

The employee submits a written grievance to his/her supervisor within 15 calendar days of becoming aware of the situation or of the employee's attempt to address the matter with his/her supervisor.

Within 14 days of receiving the grievance from the employee, the supervisor will hear the grievance, make a decision on it and send the employee a written decision.

B. Second Level

If the employee is not satisfied with the decision presented at the first level, or if the grievance is not capable of being resolved at that level, the employee may, within 14 days of receiving the decision or becoming aware of the situation, submit a written grievance to the deputy head of the department.

Within 14 days of receiving the second level grievance from the employee, the deputy head will hear it, decide it and provide the employee his/her written decision.

C. Third Level

If the employee is not satisfied with the decision rendered at the second level, or if the grievance is not capable of being resolved at that level, the employee may, within 14 days of receiving the decision or becoming aware of the situation, submit a written grievance to the Minister responsible for the *Public Service Act*.

The Minister will, within 30 days of receiving the grievance, hear the grievance, decide on it and send the employee a written decision. The Minister's response is final and binding.

Time lines may be extended at all levels by mutual written agreement.

Section 21 – Indemnification

The GN will protect employees from liability for damages or legal fees for certain legal actions, proceedings or prosecutions arising out of acts performed or not performed by them at any time in the course of and within the scope of their employment and duties with the GN, or a public agency of the GN.

The GN may provide legal representation if an employee is subject to legal actions, proceedings or prosecutions under the following conditions:

- a. the alleged misconduct was apparently committed in the performance of duties; and,
- b. the conduct was not a gross disregard or neglect of the employee's duties.

The employee should immediately notify his/her deputy head on becoming aware of any act or omission that could result in a claim against the GN, and must do so immediately upon being served with or receiving notice of any action, proceeding or prosecution commenced against him/her. Failure to provide such notification shall nullify this indemnification.

Upon receipt of notification, the deputy head shall refer the matter to the Deputy Minister of Justice to determine what action is to be taken. The Deputy Minister of Justice shall confirm whether the employee is entitled to indemnification. 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 who appoints Legal Counsel.

In the case of actions, proceedings or prosecutions covered under a policy of insurance maintained by the GN, the insurer under such policy retains the exclusive right, without consultation with the employee, to appoint Legal Counsel to act on behalf of the employee.

The employee must co-operate fully with the appointed counsel. The department, or public agency for which he/she works, or worked, shall pay all legal fees, damages, or other monies payable in connection with the defence or settlement of any action, proceeding or prosecution in respect of which he/she is entitled to indemnification.

Appendix A - Annual Rates of Pay

STANDARD 37.5 WEEKLY HOURS EFFECTIVE OCTOBER 1 2009

| Pay Band | Points | Salary Range (\$) | |
|----------|-----------------|-------------------|--------------|
| | Minimum-Maximum | 70% Minimum | 100% Maximum |
| 1 | 450 - 490 | 82,197 | 117,425 |
| 2 | 491 - 533 | 84,237 | 120,339 |
| 3 | 534 - 548 | 86,334 | 123,335 |
| 4 | 549 - 629 | 88,484 | 126,406 |
| 5 | 630 - 682 | 90,692 | 129,560 |
| 6 | 683 - 737 | 92,960 | 132,799 |
| 7 | 738 - 798 | 95,286 | 136,123 |
| 8 | 799 - 865 | 97,675 | 139,535 |
| 9 | 866 - 936 | 100,126 | 143,037 |
| 10 | 937 - 1013 | 102,642 | 146,632 |
| 11 | 1014 - 1096 | 105,226 | 150,323 |
| 12 | 1097 - 1185 | 107,877 | 154,110 |
| 13 | 1186 - 1280 | 110,599 | 157,999 |
| 14 | 1281 - 1383 | 113,394 | 161,991 |
| 15 | 1384 - 1496 | 116,263 | 166,091 |
| 16 | 1497 - 1617 | 119,205 | 170,293 |
| 17 | 1618 - 1756 | 122,227 | 174,610 |
| 18 | 1757 - 1907 | 125,331 | 179,044 |
| 19 | 1908 - 2070 | 128,514 | 183,592 |
| 20 | 2071 - 2249 | 131,785 | 188,264 |
| 21 | 2250 - 2320 | 135,139 | 193,056 |

STANDARD 37.5 WEEKLY HOURS
EFFECTIVE APRIL 1, 2010

| Pay Band | Points | Salary Range (\$) | |
|----------|-----------------|-------------------|--------------|
| | Minimum-Maximum | 70% Minimum | 100% Maximum |
| 1 | 450 - 490 | 86,307 | 123,296 |
| 2 | 491 - 533 | 88,449 | 126,356 |
| 3 | 534 - 548 | 90,651 | 129,502 |
| 4 | 549 - 629 | 92,908 | 132,726 |
| 5 | 630 - 682 | 95,227 | 136,038 |
| 6 | 683 - 737 | 97,608 | 139,439 |
| 7 | 738 - 798 | 100,050 | 142,929 |
| 8 | 799 - 865 | 102,559 | 146,512 |
| 9 | 866 - 936 | 105,132 | 150,189 |
| 10 | 937 - 1013 | 107,774 | 153,963 |
| 11 | 1014 - 1096 | 110,487 | 157,839 |
| 12 | 1097 - 1185 | 113,271 | 161,815 |
| 13 | 1186 - 1280 | 116,129 | 165,899 |
| 14 | 1281 - 1383 | 119,064 | 170,091 |
| 15 | 1384 - 1496 | 122,077 | 174,395 |
| 16 | 1497 - 1617 | 125,165 | 178,807 |
| 17 | 1618 - 1756 | 128,338 | 183,341 |
| 18 | 1757 - 1907 | 131,598 | 187,997 |
| 19 | 1908 - 2070 | 134,940 | 192,771 |
| 20 | 2071 - 2249 | 138,374 | 197,677 |
| 21 | 2250 - 2320 | 141,896 | 202,709 |

Appendix B - Nunavut Northern Allowance

| Nunavut Northern Allowance | | | | |
|----------------------------|---------------|---------------|---------------|---------------|
| Community | April 1, 2007 | April 1, 2008 | April 1, 2009 | April 1, 2010 |
| Iqaluit | \$12,836 | \$13,563 | \$14,289 | \$15,016 |
| Arctic Bay | \$21,481 | \$23,045 | \$24,249 | \$25,453 |
| Qikiqtarjuak | \$19,555 | \$20,533 | \$21,560 | \$22,638 |
| Cape Dorset | \$18,123 | \$19,029 | \$19,981 | \$20,980 |
| Clyde River | \$19,849 | \$20,842 | \$21,884 | \$22,978 |
| Grise Fiord | \$29,763 | \$31,251 | \$32,814 | \$34,455 |
| Hall Beach | \$20,353 | \$21,371 | \$22,439 | \$23,561 |
| Igloodik | \$19,505 | \$20,480 | \$21,504 | \$22,579 |
| Kimmirut | \$16,519 | \$17,345 | \$18,212 | \$19,122 |
| Pangnirtung | \$16,376 | \$17,276 | \$18,177 | \$19,077 |
| Pond Inlet | \$20,917 | \$21,963 | \$23,061 | \$24,214 |
| Resolute | \$24,599 | \$25,829 | \$27,121 | \$28,477 |
| Sanikiluaq | \$17,530 | \$18,406 | \$19,327 | \$20,293 |
| Arviat | \$18,239 | \$19,150 | \$20,108 | \$21,113 |
| Baker Lake | \$21,061 | \$22,114 | \$23,220 | \$24,381 |
| Chesterfield Inlet | \$19,995 | \$20,995 | \$22,045 | \$23,147 |
| Coral Harbour | \$20,120 | \$21,126 | \$22,182 | \$23,292 |
| Rankin Inlet | \$15,996 | \$16,795 | \$17,635 | \$18,517 |
| Repulse Bay | \$18,913 | \$19,858 | \$20,851 | \$21,894 |
| Whale Cove | \$18,628 | \$19,559 | \$20,537 | \$21,564 |
| Cambridge Bay | \$17,031 | \$17,883 | \$18,777 | \$19,716 |
| Gjoa Haven | \$22,758 | \$23,896 | \$25,090 | \$26,345 |
| Kugluktuk | \$19,041 | \$19,993 | \$20,992 | \$22,042 |
| Kugaaruk | \$23,012 | \$24,162 | \$25,371 | \$26,639 |
| Taloyoak | \$26,282 | \$27,596 | \$28,975 | \$30,424 |

Appendix C - Additional References

Pension; Insurance, and Health Benefits:

<http://www.tbs-sct.gc.ca/>

Information on Sun Life coverage (for example to find out if a specific medication is covered under the plan or claim inquiries):

Telephone toll free: 1-888-757-7427

Emergency Sun Life Coverage while travelling on vacation or business, 24 hr call free line:

Toll free line: 1-800-667-2883 in Canada and United States
or call collect: 519-742-1342 in all other countries

Green Shield Canada Customer Service Centre:

Toll free number: 1-888-711-1119

<http://www.greenshield.ca/>