

GOVERNMENT OF NUNAVUT

EXCLUDED EMPLOYEES' HANDBOOK

September 30, 2010

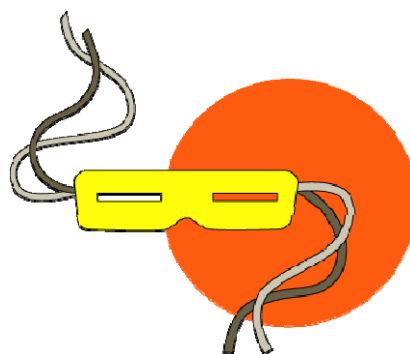


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Section 1 - Introduction

The purpose of the Excluded Employees' Handbook is to set out the terms and conditions of employment for excluded employees of the Government of Nunavut (GN) and public agencies.

Excluded employees are those employees who are members of the public service pursuant to the *Public Services Act*, are not represented by the Nunavut Employees' Union or the Nunavut Teachers' Association, and are not included in the Management Group.

Unless specifically excluded below, the public service consists of employees of the departments of the Government of Nunavut and the following public agencies:

- District Education Authorities
- Commission Scolaires francophone
- Human Rights Tribunal
- Labour Standards Board
- Legal Services Board
- Liquor Licensing Board
- Liquor Commission
- Nunavut Housing Corporation
- Nunavut Arctic College, except those employees employed under s. 23(1) of the *Public Colleges Act*
- Nunavut Business Credit Corporation
- Qulliq Energy Corporation

Employees of the following are not considered to be members of the public service:

- Nunavut Development Corporation
- Workers Safety and Compensation Commission
- Qullit Nunavut Status of Women.

These terms and conditions of employment are established by the *Public Service Act*, the *Public Service Regulations* and the directives made by the Minister of Human Resources. It is a term and condition of an employee's employment that changes to the *Public Service Act*, *Public Service Regulations* and the directives made by the Minister of Human Resources 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 you are encouraged to review the Minister's directives set out in the Human Resources Manual (HRM) at the following address:

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

If you have any questions please contact **your department's human resources staff**.

Section 2 – Definitions

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

1. **“Anniversary Date”** is the date of an employee’s most recent appointment to the public service.
2. **“Call Back”** means recalling an employee to duty after he/she has reported off duty and before he/she is next scheduled for work. Employees designated for standby duty shall not be eligible for call back pay.
3. **“Continuous Service”** and **“Continuous Employment”** means:
 - a. uninterrupted employment as a public servant with the GN;
 - b. uninterrupted service with the public service of the Government of Canada or a territory if hired or transferred within three (3) months, or transferred on April 1, 1999. This does not apply when a function is transferred to the GN;
 - c. prior employment of an employee who was laid off and reappointed to a position with the GN, if the lay-off was after April 1, 1970; or
 - d. for purposes of superannuation, severance pay and vacation, re-employment of an employee, other than a casual, within three months of termination for reasons other than dismissal, abandonment of position or rejection on probation;
4. **“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.
5. **“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.
6. **“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.
 8. any other relative of the employee who is a member of the employee’s household and is totally dependent upon the employee for support because of a mental or physical illness.
7. **“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*.

8. **“Duty travel”** is defined as travel outside an employee’s headquarters’ area on the employer’s business.
7. **“Employee”** refers to all excluded employees of the GN public service, except for casual employees.
8. **“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.
9. **“Employer”** refers to the Government of Nunavut or the applicable public agency as defined in the *Financial Administration Act* with the exception of the Nunavut Development Corporation, the Workers’ Safety and Compensation Commission, and the Quillit Nunavut Status of Women Council.
10. **“Excluded Employee”** refers to an employee, other than a senior manager, who is excluded from the bargaining unit under the *Public Service Act*.
11. **“Indeterminate Employee”** is an employee hired for a period of time with no fixed end date.
12. **“Lay-off”** means the termination of an employee due to lack of work or to discontinuation of a function.
13. **“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.
14. **“Overtime”** means work performed by an employee in excess of or outside of his/her regularly scheduled hours of work.
15. **“Part-time Employee”** is an employee who works less than the standard daily or weekly hours of work for the position.
16. **“Promotion”** means the appointment of an employee to a position having a higher salary.
17. **“Public Service”** means the public service of the GN, as defined in the *Public Service Act*.
18. **“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, including, but not limited to overtime and shift premiums.
19. **“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.
20. **“Seasonal Employee”** means an employee appointed to a position which is not continuous throughout the year, but recurs in successive years.
21. **“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.
22. **“Spouse”** means:

- a. an individual to whom the employee is legally married; or
 - b. an individual who is in a conjugal relationship with an employee for at least 12 consecutive months.
23. **“Supervisor”** means an employee who occupies a position that is responsible for the management of at least one subordinate.
24. **“Term Employee”** is an employee hired to work for a specific period of time.
25. **“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.
26. **“Year”** refers to the fiscal year (April 1 to March 31) unless specified otherwise.

Section 3 - Oath of Office and Secrecy

The “Oath of Office and Secrecy” is an agreement between an employee and the employer (GN) 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, and annually during employment, 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 signed copy of the Oath 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 certain leave entitlements, as well as the calculation of superannuation, some bonuses and severance entitlements. 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. Indeterminate and Term Employees

1. 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; or
- 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.

2. 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);

B. Casual Employees

1. GN Continuous Service

When a casual employee has more than one period of employment in the GN, regardless of whether each period of employment is with a separate department, and the break in service

between employment periods is no more than 20 working days, his/her employment is considered to be continuous employment or continuous service in the public service, provided the break in service is for reason other than dismissal, abandonment of position or rejection on probation.

For on-call casuals or casuals hired for a period greater than four (4) months, continuous service 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.

2. Combined Continuous Service

When a person is appointed to a position in the public service within 20 working days of terminating his/her employment in the public service of Canada or public service of a territory for reasons other than dismissal, abandonment of position or rejection on probation, his/her periods of employment shall be considered to be continuous employment or continuous service in the public service.

A casual employee who moves from one casual position to another within the GN carries all annual, sick and special leave credits to the new position providing the period of employment is deemed to be continuous.

A casual employee who moves directly from a casual position to a term or indeterminate position, with no break in service of more than three (3) months, keeps unpaid leave credits earned while employed as a casual.

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 priority is given at the screening stage to applicants in the following order:

1. **Duty to Accommodate:** Present GN employees who become unable to perform their job duties as a result of disability or harassment 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.
2. **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.
3. **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.
4. **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.
5. **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. six (6) months if the employee is appointed to a position at pay range 12 or lower,
- b. one (1) year if the employee is appointed to a position at pay range 13 or higher,
- c. six (6) months if the employee is transferred or promoted to another position within the GN (excluding casual positions).

Casual employees remain on probation for the duration of their employment.

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.

If the employee has been hired into a term or an indeterminate position from a casual position, regardless of whether the casual position is the same as the new position, the probationary period will commence the day the employee takes up the duties of the term or indeterminate position. The probationary period served as a casual employee does not count against the probationary period of the term or indeterminate position.

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 performance 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

The standard hours of work for employees, is one of the following;

- a. seven and one-half (7.5) hours a day (37.5 hours a week);
- b. eight (8) hours a day (40 hours a week), or
- c. a 42 hour work week.

This is usually worked between 08:00 or 08:30 and 17:00, Monday to Friday inclusive. Employees are entitled to two 15 minute breaks for every 7.5 hours worked. A minimum one-half hour unpaid lunch period is scheduled as close as possible to midday. Breaks and lunch are non-transferable and non-bankable. An employee cannot use the breaks to either extend a lunch break or to allow him/her to leave the workplace prior to the end of the work day.

Employees in some occupational groups are required to work shifts where their days of rest may be other than Saturday and Sunday, or their hours may be other than the standard hours.

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 request prior approval from their supervisor for all anticipated absences from the workplace.

If the employee is absent without leave, he/she may be subject to disciplinary action, up to and including dismissal and/or a deduction from pay will be made.

B. Shift Work

The employer sets a regular schedule of hours of work for employees in occupational groups that require shift work. A master weekly shift schedule will be posted 14 days in advance to cover the work area's shift requirements for 28 calendar days.

Employees are granted alternate weekends off as often as reasonably possible. If employees are working for a third consecutive weekend, they will be paid the overtime rate for that weekend and any subsequent weekends. This does not apply to employees who are hired exclusively to work weekends or who request to exchange shifts with other employees to work weekends.

The employer will make every reasonable effort to schedule shifts to allow employees to regularly attend educational courses.

If an employee is scheduled to work between midnight and 06:00 a.m. or is required to travel during these hours to perform overtime work, the employer will provide transportation or the cost of commercial transportation between the employee's home and the workplace.

Employees may exchange shifts with the prior approval of the supervisor.

1. Shift Premiums

An employee who is regularly scheduled to work outside of the normal hours of work, 08:00 to 17:00, shall be paid a shift premium as follows:

- a. one dollar and fifty cents (\$1.50) per hour for all hours worked between 16:00 hours and midnight; and
- b. one dollar and seventy-five cents (\$1.75) per hour for regular work between midnight and 08:00 hours.

Shift premium will also be paid for all overtime hours worked contiguous to the periods specified in "a." and "b." above.

Employees shall receive an additional weekend premium of eighty cents (\$0.80) per hour for hours worked on Saturday and/or Sunday. Weekend premium shall be payable in respect of all regularly scheduled straight time hours worked on Saturday and/or Sunday.

C. Standby

Standby is when an employee must be available during off-duty hours. He/she will be designated for standby duty either by list or by letter. Employees on standby are paid twenty-five dollars (\$25.00) for each eight consecutive hours or portion thereof that they are on standby, with the exception of days of rest and designated paid holidays.

For any period of standby on a day of rest or a designated paid holiday, employees shall be paid thirty dollars (\$30.00).

An employee designated by letter or by list for standby duty shall be available during his/her period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby the employer will endeavour to provide for the equitable distribution of standby duties among readily available, qualified employees who are normally required, in their regular duties, to perform that work.

No standby payment shall be granted if an employee is unable to report for duty when required.

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.

Except in the case of an emergency, standby schedules shall be posted 14 days in advance of the starting date of the new shift schedule.

When an employee on standby is required to report for work, he/she shall be reimbursed transportation costs as follows:

- a. the actual cost of commercial transportation each way not to exceed eight dollars (\$8.00) without the production of a receipt;
- b. where he/she uses his/her privately owned motorized vehicle, the appropriate distance rate specified under Duty Travel Expenses.

D. Call Back Pay

When an employee is recalled to a place of work for a specific duty he/she shall be paid the greater of:

- a. compensation at the appropriate overtime rate; or
- b. compensation equal to four (4) hours pay at the straight-time rate.

When an employee is recalled to a place of work for a specific duty, he/she shall be reimbursed transportation costs as follows:

- a. the actual cost of commercial transportation each way not to exceed eight dollars (\$8.00) without the production of a receipt;
- b. where he/she uses his/her privately owned motorized vehicle, the appropriate distance rate specified under Duty Travel Expenses.

E. 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 additional cost to the employer. The types of schedules are:

- a. flex-time: accommodating flexible or staggered hours of work between 07:00 and 20:00.
- b. compressed work week: a regular schedule of working extra hours each day for fewer days.

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.

F. 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 his/her department.

G. Job-Sharing

Job sharing is a voluntary arrangement between the employer and two indeterminate employees where the employees agree to share the responsibilities and tasks of one full-time indeterminate

position in a manner that each attends in the position for separate periods of time. The deputy head must approve all job share arrangements. The job share must not result in additional costs to the GN or in loss of employee productivity.

The job share arrangement can be terminated at any time by either employee or the deputy head, with reasonable notice. When one job-share partner terminates the agreement, the remaining job share partner has one month to find a replacement and the GN will consider any suggested suitable replacements. Failing this, the job share arrangement is deemed to be ended. The shared position must revert to a full time indeterminate position and the remaining job share employee has the option to assume the position full-time.

There are two types of job share employees:

1. **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.
2. **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 Resources Manual.

H. Rest Periods

Each employee is 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 - Pay

Employee salaries 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. Pay schedules are found in Appendix A and B. Refer to Appendix A for Excluded Pay Schedules and Appendix B for Lawyer Pay Schedules.

A. Initial Pay Offers

On initial hire it is common practice to be assigned to the minimum pay step for the position. New employees may be offered up to and including Step 3 for recognition of experience. In some cases experience beyond Step 3 may be authorized by the deputy head.

B. Pay Adjustments / Salary Review Dates

All positions have a minimum and maximum rate of pay. Employees may not be granted annual pay increments if the employee is not performing his/her job satisfactorily, as indicated in the annual performance review. An employee is not normally accelerated through the pay steps. However, an employee 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 if he or she is two or more steps below the maximum step for his or her salary range.

Salary increases are applied 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.

If the employee is granted leave 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.

If the employee has been hired **without** a break in service from casual status into term or indeterminate status, the salary review date will be the date of appointment to indeterminate/term status, and not the anniversary of employment with the GN. This will allow 12 months in which the supervisor can evaluate the performance of the employee and conduct a performance review.

If the employee has been hired after a break in service from casual status into term or indeterminate status, the salary review date will be the date of appointment, which will also be the anniversary of employment with the GN.

On promotion, the salary review date is changed to the first day of the month in which the employee is promoted. The salary review date remains unchanged on transfer or re-evaluation.

C. Acting Pay

When an employee is required to perform the duties of a higher position (including a senior management position) he/she will be compensated with acting pay as follows:

Duration of Acting	Increase from Your Base Salary
For period of one day up to two consecutive months	10%
Two consecutive months or more	15%
One year or More	Negotiable, to maximum of Pay Band of acting position

Acting period should not be for more than six (6) months.

An employee is provided with a written request to assume the acting duties in advance of the acting pay period.

When a unionized employee is required to act in an excluded position, that employee will be compensated as though he or she is an excluded employee.

In cases where an excluded employee is required to act in a unionized position, he or she will be paid as though having been appointed to the unionized position. Union dues will be deducted from his other pay after a three (3) month waiting period.

Section 12 - Overtime Pay / Time in Lieu of Pay

A. Overtime Pay

On occasion, employees may be required to work in excess of their daily or weekly hours.

Where an employee, except counsel employed by the Department of Justice, is **required** to work at least 30 minutes in excess of his other daily or weekly hours, he or she will be paid at 1.5 times the regular rate of pay, double time (2x) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2x) for all hours worked on the second and subsequent day of rest, provided the days of rest are consecutive. To clarify the employee must work on the 1st day of rest to receive the double time for working on the second day of rest.

Where counsel employed by the Department of Justice is required to work at least 30 minutes in excess of his or her daily or weekly hours, he or she will be compensated at 1.0 times the regular rate of pay.

The requirement for overtime is driven by operational needs and must be authorized in advance by your supervisor. Unapproved overtime may be approved for cause, at the discretion of the employer.

You may receive overtime compensation by either having it paid out directly to you, or taken as time off in lieu of pay. An agreement between you and your supervisor must be made prior to receiving payment or taking the time off.

B. Lieu Time

You may accumulate up to 150 hours lieu time each fiscal year in a non-refillable bank. Any additional overtime shall be compensated in pay. Any amounts in the bank 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.

Based on operational requirements, time off in lieu of pay must be taken at a time agreeable to you and your supervisor.

Section 13 - Allowances and Bonuses

As part of your total compensation package, you receive allowances and bonuses to offset certain expenses, compensate for special working conditions, or the location of your 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

By taking on the role as a designated trainer for a specific employee you are to 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 you shall be paid a trainer's allowance of two hundred dollars (\$500.00) per month or portion thereof for the period of the training.

As part of your duties, you 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 consecutive days. The training agreement shall set out your roles and responsibilities and the process for evaluating progress during the training period. The training agreement must be signed by all parties prior to the commencement of the training. The training allowance does not apply to job shadowing.

C. Bilingual Bonus

If your job description requires you to use two (2) or more of the official languages of Nunavut, you shall receive a bilingual bonus of one thousand five hundred dollars (\$1,500.00) per annum. This does not apply if you have assigned duties of translation and interpretation in your job descriptions. To qualify you must demonstrate proficiency in the required languages.

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

D. Nunavut Northern Allowance

As part of employee compensation, employees receive the Nunavut Northern Allowance in accordance with the schedule found in Appendix C. If the employee works less than the regular number of work hours, the amounts shall be pro-rated.

If you are an indeterminate employee, you 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 forms needed to apply for the lump sum option, or to change back to a bi-weekly payment, are available from your Compensation and Benefits Officer, Department of Finance.

Employees on leave without pay and most employees not living in Nunavut do not receive the Nunavut Northern Allowance.

Section 14 – Benefits

A. Public Service Management Insurance Plan

What is the purpose of the Public Service Management Insurance Plan?

The Public Service Management Insurance Plan (PSMIP) provides Public Service employees excluded from collective bargaining with group life insurance, accidental death and dismemberment insurance, dependants' insurance, and long-term disability insurance.

1. Basic Life Insurance

a. What is the basic life insurance?

It is a lump-sum benefit roughly equal to your annual salary, payable to your beneficiary in the event of your death from any cause;

b. How is basic life insurance calculated?

Your basic life insurance is based on your salary adjusted to the nearest \$1,000 (for example, all salaries in the range of \$47,500.01 to \$48,500 would be regarded as \$48,000). This amount (i.e. \$48,000) represents an adjusted salary. The amount of basic life insurance is one year's adjusted salary (as described above) up to age 60. On the first of the month following your 61st birthday, the basic amount becomes 90 per cent of one year's adjusted salary. It becomes 80 per cent of one year's adjusted salary one year later, and so on. However, coverage will never be less than 10 per cent of one year's adjusted salary while you remain a member of the Plan.

2. Accidental Death and Dismemberment Insurance (AD&D)

a. How does the AD&D Insurance work?

The maximum principal sum available through AD&D insurance is \$250,000. It is available in units of \$25,000. You may select any number of units, up to 10.

3. Dependants' Insurance

a. What is the coverage for dependants?

This coverage consists of life insurance and AD&D insurance for your dependants, who are defined as:

- i. your spouse (i.e. a person to whom you are legally married), or a person who resides and has resided with you for a period of at least one year and whom you have publicly represented as your spouse; and/or
- ii. all of your unmarried children over the age of 14 days but not yet 21 years old (25 in the case of full-time students enrolled in a school or university) who are not employed on a regular, full-time basis and who are dependent on you for support.

4. Supplementary Life Insurance

- a. Is there additional insurance available?

If you decide to take basic life insurance under the Plan, you may also elect to take supplementary life insurance, subject to the Insurer's approval. The amount of this supplementary life insurance is equal to the amount of basic life insurance, and together these would bring your total protection to twice your adjusted salary. Evidence of your insurability satisfactory to the insurer is needed for supplementary life insurance, no matter when you apply. As for basic life insurance, the premium rates for supplementary life insurance are related to your sex and age.

5. Living Benefit

- a. What is the "living benefit"?

This benefit, which came into effect in February 1994, provides members who have a terminal condition (i.e. are terminally ill) with a portion of the life insurance benefit which would otherwise be payable to their beneficiary on their death.

- b. How is the living benefit calculated?

The amount payable is the lesser of fifty percent (50%) of the total amount of insurance on your life or \$50,000.

6. Long-Term Disability Insurance (LTD)

- a. What is the Long-Term Disability Insurance?

The LTD component of the PSMIP is an important part of the income-protection arrangements for Public Service employees who are excluded from the collective bargaining process. It provides a monthly income benefit for employees who are unable to work for a lengthy period of time because of a totally disabling illness or injury. The employer shares the premium for this insurance.

- b. What is the coverage for Long-Term Disability Insurance?

If you are a member under the LTD Plan, you are eligible for benefits for up to 24 months if, as a result of a medically determinable physical or mental impairment, you are unable to perform the essential functions of your regular job. At the end of this 24-month period, if you remain totally disabled and are unable to earn two-thirds of the current salary of the position you held before you became disabled, your benefits will be continued. Your LTD benefits will continue as long as you remain totally disabled, but not, in any case, beyond your 65th birthday.

B. Public Service Health Care Plan

1. General Questions

- a. What is the purpose of the Public Service Health Care Plan?

The Public Service Health Care Plan (PSHCP) is an optional health care plan for GN public service employees and their eligible dependants.

- b. What is the coverage?

The coverage falls into two broad categories, extended health care benefits and hospital benefits.
- c. What are the premiums?
 - i. Once you are an employee, and after you have applied to be a Plan member, the GN pays the full cost of your Extended Health Care Benefit and Level I of your Hospital Benefit.
 - 1) For Level II Hospital Benefits you will pay a premium of \$1.10 per month for Single coverage or \$3.53 per month for Family Coverage.
 - 2) For Level III Hospital Benefits you will pay \$5.31 per month for Single coverage or \$10.34 for Family Coverage.
 - ii. Premiums are deducted from your paycheques.
- d. Who else is eligible to receive benefits?
 - i. As a plan member, you can apply for coverage for the person to whom you are legally married. Alternatively, you may apply for coverage for the person with whom you have lived for a continuous period of at least one year, whom you have publicly represented as your spouse and with whom you continue to live as if that person were your spouse.
 - ii. You may apply for coverage for your dependant child or the dependant child of your spouse. To be eligible as a dependant child, the person must be unmarried and either under the age of 21 or be under the age of 25 and a full time student. A child who is dependent upon you for support because he or she is incapable of engaging in sustainable employment by reason of mental or physical impairment may also be covered under certain circumstances
- e. Can I change my coverage, such as hospital care?

You can apply to cover dependants or cancel dependants' coverage or to amend your level of Hospital Provision coverage at any time except while you are on leave without pay. The effective date of the amended coverage will depend upon the type of change you are making and the timeframe within which you make it.
- f. How do I make a claim?

Claims are made by completing the PSHCP claim form, attaching original bills and receipts and forwarding these to the PSHCP administrator, Sun Life Assurance Company of Canada. The PSHCP Claim Form is available online. Once you have submitted your first claim, the administrator will provide you with 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.

2. Extended health provision

- a. What is this provision?

The purpose of this provision is to provide coverage for specified services and products which are not covered under provincial/territorial health insurance plans,

or alternatively, in the case of members residing outside Canada, which are not covered under the Basic Health Care Provision of the PSHCP. All members of the PSHCP are covered under this provision, except for those with Comprehensive Coverage who are not eligible for the Out-of-Province Benefit.

b. What is the range of benefits?

The Extended Health Provision is comprised of the following benefits:

- i. Drug;
- ii. Vision Care;
- iii. Medical Practitioners;
- iv. Miscellaneous Expense;
- v. Dental; and
- vi. Out-of-Province (for members with Supplementary Coverage only), including;
 - 1) Emergency Benefit While Travelling,
 - 2) Emergency Travel Assistance Services, and
 - 3) Referral Benefit.

3. Hospital provision

a. How does the hospital provision work?

This provision provides reimbursement for reasonable and customary charges, up to specified amounts, for each day of hospital confinement for the cost of hospital room and board charges other than standard ward charges (i.e., semi-private or private accommodation), whether the member is residing in Canada or outside Canada. There is a maximum amount which may be payable under this provision for each day of confinement, depending on the level of coverage the member has chosen. The levels are shown in the summary of Maximum of Eligible Expenses. All members of the PSHCP must be covered under one level of the Hospital Provision.

4. Dental Plan

a. How does this apply to me?

After 6 months of continuous employment, an employee who has registered and is eligible for the plan and their eligible dependents may submit a claim under the employee dental plan. This plan is optional and is paid by the employer but employees pay an annual deductible fee if they receive benefits under the plan.

C. Public Service Superannuation Pension Plan (PSSA)

1. What is my pension plan?

Your pension plan is designed to provide you with a retirement income during your lifetime. In the event of your death, the plan provides an income for your survivor and eligible children. This plan is generally referred to as a defined benefit pension plan. A defined benefit plan is one in which the benefits payable on death, disability, termination of service

and retirement are specified in the plan document, in this case, the Federal *Public Service Superannuation Act and Regulations*. The benefits are directly related to your salary and period of participation (service with contributions) in the plan.

2. Are there survivor benefits?

As a rule, once you have a pensionable service credit of two or more years, your survivor and children become entitled to an immediate allowance in the event of your death. This is true whether you are employed or retired at the time of your death. If you were retired, it doesn't matter whether you were receiving an annuity or entitled to a deferred annuity.

3. What is the Supplementary Death Benefit Plan?

The Supplementary Death Benefit Plan, which is Part II of the PSSA, provides a form of decreasing term life insurance protection designed to cover you and your beneficiary during the years you are building up your pension. This plan applies to almost all public service employees who contribute to the Public Service Pension Fund.

4. Where can I find detailed information on the questions I may have about my plan?

- i. Compensation and Benefits Office, Department of Finance, and
- ii. <http://www.tbs-sct.gc.ca/hr-rh/bp-rasp/index-eng.asp>

Section 15 – Gratuity on Resignation (Severance)

A. Resignation

Employees are required to provide two (2) weeks' notice, in writing, for resignation.

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 his/her resignation. A resignation will not be processed until the appropriate period of time has elapsed.

Employees are encouraged to contact the Compensation and Benefits Office 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 are met.

An employee is entitled to severance pay upon resignation if:

- a. he/she has ten (10) or more years continuous employment; and
- b. 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 16 - Duty Travel

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_Accommodation/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 17 – 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 him/her, upon return, with an equivalent position. Please note this does not apply to Relocation of Spouse leave.

B. Notification of Absence

If an employee is unable to report to work, every reasonable effort must be made to notify his/her supervisor at the regular start time. If absent without leave (AWOL) an employee may be subject to disciplinary action, up to and including dismissal and/or a deduction from his/her 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 will be 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 kinds of special leave. See the sick leave and special leave sections for more detail.

1. Public Service Holidays

The following are 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 is earned on an hourly basis. The rates are:

Completed Years of Continuous Employment	Hourly rates
0-2 years	0.082616
2-9 years	0.096000
9-14 years	0.115385
14-19 years	0.134770
19 years+	0.140769

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

The supervisor will make every reasonable effort to schedule annual leave at the dates and times requested, during the fiscal year in which it is earned. Depending on accumulated leave credits, the employee may be granted up to six (6) consecutive weeks by a supervisor. An employee must get the permission of their deputy head if they wish to take more than six (6) consecutive weeks of annual leave.

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 carry over a maximum of 16 weeks, unless the employee requests pay out. If the employee has more than 16 weeks of annual leave accumulated at the end of the fiscal year, the amount of annual leave over 16 weeks must be paid out.

Employees who banked the maximum 16 weeks annual leave plus an amount beyond 16 weeks prior to October 01, 2015 may be allowed to carry the total of those two amounts over each year until it is used, paid out or the employee leaves the GN. Any new annual leave earned after October 01, 2015 must be used or paid out each year until the annual leave bank is less than 16 weeks. For employees with annual leave banks beyond 16 weeks as of October 01, 2015, any banked annual leave beyond 16 weeks that is used or paid out cannot be refilled.

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 by 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 a rate of one-half (.50) a day per calendar month. 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 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 dependents 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 or 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 defense training; or
 - iv. requires a medical examination for enlistment in the Armed Forces or in

connection with a veteran's treatment program.

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 annual 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 1.92% from base pay.

Once you choose to participate in the optional leave program, you will not be able to withdraw until the next fiscal year. To enrol or stop participating in the program, you must notify your payroll officer, Compensation and Benefits Office, 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 may need to travel outside of their home community to attend a medical appointment. Travel time with pay must be requested in advance and authorized by the deputy head. 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 or to a maximum of four (4) days, whichever is less.

The employee may need to travel outside their home community to act as an escort for another person requiring medical travel leave. Such requests are not covered under medical travel leave. These requests may or may not fall under special leave depending on the circumstances.

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. Employees are required to obtain permission from their supervisor for all casual leave. 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 regular 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.

As an employee with a judicial appointment, if not on a leave without pay or under suspension, you will be granted leave with or without pay up to a maximum of fifteen (15) days 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.

As an employee doing service in the interest of the GN or Nunavut, if not on a leave without pay or under suspension, you 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 defense training including Canadian Ranger exercises, training and missions.

NOTE: If you receive an honorarium for the activity, 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 you do not receive an honorarium, you are provided leave with pay.

11. Injury on Duty Leave

A deputy head may grant leave 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 or her for loss of

wages in settlement of any workers' compensation claim he or 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

A senior manager may grant leave without pay for a maximum period of six months, and any additional leave without pay may be granted only with the approval of a deputy head.

Time taken as leave without pay will not count towards pay increments, continuous service, or the accumulation of credits for sick, annual or special leave.

1. Sick Leave without Pay

Sick leave without pay may be authorized by the senior manager.

2. Leave without Pay for Relocation of a Spouse

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 twelve (12) months. The GN is required to keep his/her position open for the employee during the period of relocation of spouse leave.

Time spent on this leave will not be counted towards pay increment, continuous service, or the accumulation of credits for sick, annual or special leave.

- 3.** If an employee takes leave without pay for a period greater than three (3) months, other than an employee taking such leave due to 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.

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 years of continuous service with the GN in addition to an acceptable performance review to be considered.

F. Maternity Leave

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

The employee may apply to Pay & Benefits Division, Department of Finance and she shall be given, within one week of application, a clear understandable information package about maternity leave requirements and benefits.

G. Parental Leave

Where an employee has or will have the actual care or custody of his/her newborn child, or an employee 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 twenty-six (26) consecutive weeks. This leave without pay shall be taken during the fifty-two (52) week period immediately following the day the child was born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody.

H. Deferred Salary Leave Plan

The deferred salary leave plan provides you with six months or a year of leave from the GN financed through a deferral of salary that you have made in previous years. To participate in the plan, you must agree to set aside a portion of your salary amounting to twenty percent (20%) for four (4) years or ten percent (10%) for four and a half (4 ½) years. The GN shall grant you leave with pay for either the fifth year or the last six 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 your obligations in returning to work.

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

Participation can begin at any time during the year. Where operational requirements or exceptional changes in personal circumstances make the leave unfeasible, the employer will give the employee the choice of the following:

- a. deferring the leave up to and including the sixth or seventh year, or to some other mutually agreeable time, or
- b. withdrawing from the plan and taking 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 18 – 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.

A professional development activity may take place outside of standard hours of work. An employee may be eligible for overtime compensation when he/she participates in a professional development activity **at the request of the employer**. This overtime must be pre-approved by the delegated authority. An employee is not entitled to overtime compensation for professional development activities undertaken on his/her own personal time when the activity is undertaken at his/her request.

Should an employee wish to pursue post-secondary courses that are of benefit to the employer, the employer may reimburse 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 19 - 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 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/policies/wph.pdf>

C. Bad Weather Conditions

Except in emergency situations, an employee will not be required to:

- a. work outdoors under extreme weather conditions, or
- b. 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 the employee is unable to report to work or needs to leave work to pick-up your children, he/she may be granted special leave.

Special leave may also be granted if the 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 the employee's scheduled hours of work start and/or finish between midnight and 06:00 hours, or he/she is required to travel to and from work during those hours to perform overtime work, the employee will be provided transportation by the GN, or reimbursed the actual cost of commercial transportation between their home and the workplace.

Section 20 - Code of Conduct

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

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

The employee may 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 he or she makes 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.

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. 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. For further clarification please consult Financial Management Board Directive 811 and Section 202 (Code of Conduct) in the Human Resource Manual.

E. Smoke Free Environment

Smoking is not permitted, or tolerated, in any GN workplace. This includes in GN vehicles.

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.

Section 21 - 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. All grievances and responses are to be copied to the Director of Employee Relations at the Department of Human Resources. 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 or designate 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 22 - 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

ANNUAL SALARY (1950 HRS) – October 1, 2009

Pay Range	Points		Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Min	Max							
1	92	101	\$37,245	\$42,315	\$43,407	\$44,519	\$45,669	\$46,839	\$48,048
2	102	112	\$38,669	\$43,739	\$44,850	\$46,001	\$47,171	\$48,399	\$49,647
3	113	124	\$40,248	\$45,318	\$46,488	\$47,678	\$48,887	\$50,135	\$51,422
4	125	137	\$41,711	\$46,781	\$47,970	\$49,199	\$50,466	\$51,753	\$53,079
5	138	151	\$43,290	\$48,360	\$49,608	\$50,876	\$52,182	\$53,528	\$54,893
6	152	166	\$44,772	\$49,842	\$51,129	\$52,436	\$53,781	\$55,166	\$56,589
7	167	183	\$46,410	\$51,480	\$52,806	\$54,152	\$55,536	\$56,979	\$58,422
8	184	201	\$48,107	\$53,177	\$54,542	\$55,946	\$57,389	\$58,851	\$60,353
9	202	221	\$49,764	\$54,834	\$56,238	\$57,681	\$59,163	\$60,684	\$62,244
10	222	243	\$51,558	\$56,628	\$58,071	\$59,553	\$61,074	\$62,634	\$64,233
11	244	267	\$53,294	\$58,364	\$59,865	\$61,406	\$62,985	\$64,604	\$66,261
12	268	293	\$60,587	\$65,657	\$67,334	\$69,050	\$70,824	\$72,638	\$74,510
13	294	322	\$63,141	\$68,211	\$69,966	\$71,760	\$73,593	\$75,465	\$77,415
14	323	354	\$65,949	\$71,019	\$72,833	\$74,705	\$76,616	\$78,585	\$80,594
15	355	389	\$68,757	\$73,827	\$75,719	\$77,669	\$79,658	\$81,705	\$83,792
16	390	427	\$71,741	\$76,811	\$78,780	\$80,808	\$82,875	\$85,001	\$87,185
17	428	469	\$74,841	\$79,911	\$81,959	\$84,045	\$86,210	\$88,413	\$90,675
18	470	515	\$78,020	\$83,090	\$85,215	\$87,399	\$89,622	\$91,923	\$94,283
19	516	565	\$81,335	\$86,405	\$88,608	\$90,870	\$93,191	\$95,589	\$98,027
20	566	620	\$84,669	\$89,739	\$92,040	\$94,400	\$96,837	\$99,314	\$101,868
21	621	680	\$88,277	\$93,347	\$95,745	\$98,202	\$100,718	\$103,292	\$105,944
22	681	746	\$91,943	\$97,013	\$99,509	\$102,063	\$104,676	\$107,367	\$110,117
23	747	818	\$95,784	\$100,854	\$103,448	\$106,100	\$108,810	\$111,599	\$114,465
24	819	897	\$99,723	\$104,793	\$107,484	\$110,234	\$113,061	\$115,967	\$118,931
25	898	983	\$103,857	\$108,927	\$111,735	\$114,602	\$117,546	\$120,549	\$123,630

**STANDARD 37.5 WEEKLY HOURS
EFFECTIVE APRIL 1 2010**

ANNUAL SALARY (1950 HR) – April 1, 2010

Pay Range	Points		Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Min	Max							
1	92	101	\$39,429	\$44,499	\$45,630	\$46,781	\$47,970	\$49,199	\$50,466
2	102	112	\$40,853	\$45,923	\$47,093	\$48,302	\$49,530	\$50,817	\$52,124
3	113	124	\$42,530	\$47,600	\$48,828	\$50,076	\$51,344	\$52,650	\$53,996
4	125	137	\$44,051	\$49,121	\$50,369	\$51,656	\$52,982	\$54,347	\$55,731
5	138	151	\$45,728	\$50,798	\$52,104	\$53,430	\$54,795	\$56,199	\$57,642
6	152	166	\$47,288	\$52,358	\$53,703	\$55,088	\$56,492	\$57,935	\$59,417
7	167	183	\$48,984	\$54,054	\$55,458	\$56,862	\$58,325	\$59,826	\$61,347
8	184	201	\$50,778	\$55,848	\$57,272	\$58,734	\$60,236	\$61,776	\$63,356
9	202	221	\$52,514	\$57,584	\$59,046	\$60,567	\$62,127	\$63,726	\$65,364
10	222	243	\$54,366	\$59,436	\$60,957	\$62,517	\$64,116	\$65,754	\$67,431
11	244	267	\$56,219	\$61,289	\$62,868	\$64,487	\$66,144	\$67,841	\$69,576
12	268	293	\$63,882	\$68,952	\$70,727	\$72,521	\$74,373	\$76,284	\$78,234
13	294	322	\$66,554	\$71,624	\$73,457	\$75,348	\$77,279	\$79,248	\$81,296
14	323	354	\$69,498	\$74,568	\$76,479	\$78,449	\$80,457	\$82,524	\$84,630
15	355	389	\$72,462	\$77,532	\$79,502	\$81,549	\$83,636	\$85,781	\$87,984
16	390	427	\$75,582	\$80,652	\$82,719	\$84,845	\$87,029	\$89,271	\$91,553
17	428	469	\$78,819	\$83,889	\$86,034	\$88,238	\$90,500	\$92,820	\$95,199
18	470	515	\$82,154	\$87,224	\$89,466	\$91,767	\$94,107	\$96,525	\$99,002
19	516	565	\$85,664	\$90,734	\$93,054	\$95,433	\$97,871	\$100,386	\$102,941
20	566	620	\$89,174	\$94,244	\$96,662	\$99,138	\$101,693	\$104,306	\$106,977
21	621	680	\$92,918	\$97,988	\$100,503	\$103,077	\$105,729	\$108,440	\$111,228
22	681	746	\$96,798	\$101,868	\$104,481	\$107,153	\$109,902	\$112,730	\$115,616
23	747	818	\$100,835	\$105,905	\$108,615	\$111,404	\$114,251	\$117,176	\$120,179
24	819	897	\$104,969	\$110,039	\$112,866	\$115,752	\$118,716	\$121,758	\$124,878
25	898	983	\$109,317	\$114,387	\$117,332	\$120,335	\$123,416	\$126,575	\$129,812

Appendix B – Lawyers Salary Grid

To qualify for this salary grid the position in question must meet the following conditions:

- a. the position must be within the Department of Justice;
- b. the functions must require eligibility for membership in the Law Society of Nunavut;
- c. the position's purpose is the provision of legal advice and/or litigation services; and/or
- d. the position includes a statutory requirement to be a barrister and solicitor.

The salary system consists of three (3) levels.

Upon initial hire, the lawyer would be paid a rate within the grid on the step that corresponds to their years of relevant legal experience. This is a general rule. Each additional step on the Recruitment Grid represents an additional six months of relevant legal experience. Each step on the Working Level Grid represents an additional year of relevant legal experience.

The employing senior manager may also consider the level of education acquired, previous related non-legal work experience, the type and complexity of legal work experience, the legal work to be performed, or some other consideration which is relevant to the work performed. These factors may move the new employee up or down the grid upon initial hire from the years of relevant legal experience.

A. Articling Salary Level

Annual rate of \$63,948 effective October 1, 2009.

B. Recruitment Salary Grid

Subject to their initial placement on the grid, progression along this grid is at the rate of one (1) step for each six (6) months of relevant legal experience. After reaching the maximum step and upon satisfactory performance evaluation, employees are able to proceed to the next salary level

**Annual Rates of Pay
Recruitment Salary Grid**

Step	1-Apr-08	1-Oct-08	1-Apr-09	1-Oct-09	1-Apr-10
1	\$71,450	\$73,058	\$74,884	\$76,756	\$80,594
2	\$73,659	\$75,317	\$77,199	\$79,129	\$83,086
3	\$75,939	\$77,647	\$79,588	\$81,578	\$85,657
4	\$78,287	\$80,048	\$82,050	\$84,101	\$88,306
5	\$80,708	\$82,524	\$84,587	\$86,701	\$91,036
6	\$83,203	\$85,075	\$87,202	\$89,382	\$93,851
7	\$85,777	\$87,707	\$89,900	\$92,147	\$96,755

C. Working Level Grid

When an employee has completed six (6) months at step 7 on the recruitment grid, the senior manager determines if the employee is ready to move onto the working level grid. This is to be determined through a formal performance assessment and must indicate that the employee is at a stage in his/her career where he/she are ready to work more independently within the profession, is able to provide reasonably complex legal opinions and advice to clients within the government without regularly checking with the senior manager, and has developed a comprehensive knowledge of the law in assigned fields that supports movement to the working level grid.

Progression along this grid is at the rate of one (1) step for each year of satisfactory performance. The Deputy Minister of Justice may authorize a two (2) step increment in the event of exceptional performance.

**Annual Rates of Pay
Working Level Salary Grid**

Step		1-Apr-08	1-Oct-08	1-Apr-09	1-Oct-09	1-Apr-10
1		\$89,384	\$91,395	\$93,680	\$96,022	\$100,823
2		\$93,204	\$95,301	\$97,684	\$100,126	\$105,132
3		\$97,188	\$99,375	\$101,859	\$104,406	\$109,626
4	Excl PR 25/1	\$101,381	\$103,662	\$106,275	\$108,927	\$114,387
5	Excl PR 25/2	\$103,994	\$106,334	\$109,005	\$111,735	\$117,332
6	Excl PR 25/3	\$106,665	\$109,064	\$111,794	\$114,602	\$120,335
7	Excl PR 25/4	\$109,395	\$111,852	\$114,660	\$117,546	\$123,416
8	Excl PR 25/5	\$112,184	\$114,719	\$117,585	\$120,549	\$126,575
9	Excl PR 25/6	\$115,070	\$117,663	\$120,608	\$123,630	\$129,812

The top six steps of the pay grid are directly tied to Pay Range 25 of the Excluded Pay Grid. Future economic increases to the Lawyers Salary Grid will be tied directly to pay range 25 on the excluded pay grid, as and when the Financial Management Board approves increases.

Appendix C – Nunavut Northern Allowance

Nunavut Northern Allowance				
<u>Community</u>	<u>April 1, 2007</u>	<u>April 1, 2008</u>	<u>April 1, 2009</u>	<u>April 1, 2010</u>
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
Igloolik	\$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 D – Additional References

Pension; Insurance, and Health Benefits:

<http://pensionetavantages-pensionandbenefits.gc.ca/act/rnsrgm-plninfo-eng.html>

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/>

Appendix E – Excluded Nurses in Front Line Position

All indeterminate or term nurses who provide primary, secondary, acute care and/or emergency services to patients who are also excluded employees are eligible for the following benefits as outlined in the *Collective Agreement between the Nunavut Employees Union and the Minister Responsible for the Public Service Act*:

1. MOU #8: Nursing Bonuses
2. MOU #12: 12 Hour Shift Schedule
3. Group 5: Health Care Workers