



**Nunavut Tunngavik Inc.**

**HUMAN RESOURCES MANUAL**  
(Also known as Personnel Policy Manual)

*Incorporating all amendments to March 2022*

1.0	INTRODUCTION	
1.1	Introduction .....	3
1.2	Definitions .....	3
2.0	HIRING	
2.1	Hiring Process .....	5
2.2	Probationary Period .....	8
3.0	EMPLOYEE DEVELOPMENT	
3.1	Employee Orientation .....	9
3.2	Performance Review .....	9
3.3	Training .....	9
3.4	Promotion .....	10
3.5	Awards and Recognition .....	11
4.0	ETHICS	
4.1	Code of Conduct .....	13
4.2	Conflict of Interest .....	14
4.3	Duty of Confidentiality .....	17
5.0	COMPENSATION	
5.1	Salary .....	18
5.2	Equal Pay .....	18
5.3	Loans and Advances .....	18
6.0	LEAVE AND BENEFITS	
6.1	Leave .....	20
6.2	Benefits .....	29

7.0	HOURS OF WORK	
7.1	Working Hours .....	36
7.2	Holidays .....	37
7.3	Overtime and Discretionary Leave .....	38
8.0	DISCIPLINE	
8.1	Employee Discipline.....	40
9.0	EMPLOYEE DEPARTURES	
9.1	Retirement .....	42
9.2	Resignation.....	42
9.3	Departure by Agreement.....	43
9.4	Termination without Cause .....	43
10.0	DISPUTE RESOLUTION	
10.1	Complaints and Grievances .....	44
11.0	EMPLOYEE RECORDS	
11.1	Personnel Records .....	46
12.0	EMPLOYEE WELLNESS	
12.1	Employee Assistance.....	47
12.2	Reasonable Accommodation .....	48
12.3	Anti-Harassment .....	48
13.0	OCCUPATIONAL HEALTH AND SEFETY	
13.1	Workplace Health and Safety.....	53

## 1.0 INTRODUCTION

### 1.1 INTRODUCTION

#### 1.1.1 PURPOSE

The policies contained in this Manual set out the policies by which employees of Nunavut Tunngavik Incorporated (NTI) are hired, managed, paid, promoted and developed. These policies provide an integrated set of principles and procedures for human resource management to support the achievement of NTI's objectives, as specified in NTI's Consolidated By-Laws and Mission Statement.

#### 1.1.2 APPLICATION

Except as otherwise provided, the policies contained in this Manual apply to all NTI employees, including where appropriate, the Executive members.

## 1.2 DEFINITIONS

This subsection lists the definition of commonly used terms within this Manual.

<b><i>casual employee:</i></b>	An employee who is hired on a full or part-time basis and employed on an as-needed basis to perform specific duties or functions.
<b><i>common-law spouse:</i></b>	A co-resident partner for at least one (1) year.
<b><i>dependent child:</i></b>	A child of the employee who is related to the employee by blood, marriage or adoption (legal or customary) and who resides with and is in the custody and care of the employee.
<b><i>family:</i></b>	Includes spouse, dependent child, parent, sibling, grandmother, grandfather, grandchild or any other close relative who resides in the same home as the employee.
<b><i>full-time employee:</i></b>	An employee who is not a casual or temporary employee and who works on a continuing basis for at least 37.5 hours per week on average.
<b><i>immediate family:</i></b>	Includes spouse, and any dependent children under the age of eighteen (18), or disabled dependent children over the age of eighteen (18), who reside with and are in the custody and care of the employee.

<b><i>part-time employee:</i></b>	An employee who is not a casual or temporary employee and who works on a continuing basis for less than 37.5 hours per week on average.
<b><i>political employee:</i></b>	An individual hired on a term basis by an elected official of NTI, for the duration of the elected official's term.
<b><i>relative:</i></b>	Includes mother, father, brother, sister, daughter, son, spouse, aunt, uncle, niece, nephew, grandmother, grandfather, grandchild, stepchild, ward, stepbrother, stepsister and stepparent, father-in-law, mother-in-law, brother-in-law and sister-in-law.
<b><i>spouse:</i></b>	Refers to either a legal or common-law spouse. An employee can have only one spouse for the purpose of this Manual.
<b><i>temporary employee:</i></b>	An employee who is hired on a full or part-time basis for a specific period of time (up to six (6) months).
<b><i>term employee:</i></b>	An employee who is hired on a full or part-time basis and whose period of employment exceeds six (6) months, but has a limited term.

## **2.0 HIRING**

### **2.1 HIRING PROCESS**

#### **2.1.1 PURPOSE**

- To hire the most suitable individual for each job;
- To provide an efficient, non-discriminatory and systematic means of attracting and identifying qualified job applicants;
- To recognize competent employees and promote their career development; and
- To achieve Inuit employment at all levels within NTI.

#### **2.1.2 COMPETITION**

##### **A. Internal Competitions**

NTI believes in promoting long-term career development for its staff. All full and part-time existing employees shall be given first consideration when vacancies occur within NTI.

Full-time, part-time, temporary and term jobs shall be posted for one (1) week internally prior to any external recruitment.

Internal applicants must satisfy all job requirements to be a successful candidate.

##### **B. External Competitions**

When a position is not staffed internally, the competition may be opened to individuals not employed by NTI.

Any individual who has been terminated by NTI with cause within the past five (5) years from the time of the external advertisement is not eligible to participate in the competitions.

The Chief Executive Officer may waive the external competition and enter into an employment agreement with an external candidate under an urgent circumstance if (1) an external competition for the position has been held within the previous eighteen months; (2) there was no qualified Inuk candidate from that competition; (3) the position requires specialized knowledge and qualifications including a professional designation; (4) the Director of Human Resources certifies that it is unlikely that a qualified Inuk candidate would be available if an external competition were held; and (5) there is an urgent need to fill the position. The employment agreement entered into under this paragraph shall not be longer than three years.

The Chief Executive Officer may also waive the external competition and enter into an employment agreement with a candidate if (1) an external competition for the position or another position with substantially similar duties and responsibilities has been held within the previous six months; and (2) the person to be appointed was a candidate and has been interviewed in that competition.

### **C. Local Hires**

For staff in the support (e.g. secretaries, receptionists, clerks or administrative assistants), temporary or short term (less than one (1) year) categories, recruitment shall be limited to the community where the job is located.

Applications will be accepted from other communities. However, applicants will be informed that no relocation allowance, travel or other related costs will be paid by NTI.

### **D. Employment of Relatives**

The family members and relatives of employees are eligible for consideration for employment opportunities provided their candidacy or supervision will not create any conflict of interest.

### **E. Persons Under Age Sixteen**

Persons under the age of sixteen (16) may only be employed in a manner that will not interfere with their attendance at school.

### **F. Criminal Record Check**

All positions of trust must be staffed by individuals with trustworthiness. If necessary, the Director of Human Resources may conduct a Criminal Record Check or Driver's Abstract Search at NTI's expenses but the applicant is required to provide all necessary assistance.

Existence of a criminal record will not necessarily exclude an individual from employment with NTI.

## **2.1.3 ADVERTISING**

Vacant positions will be advertised internally within NTI for one (1) week.

If the position is not staffed internally, the position will be advertised externally in a way that will maximize exposure to Nunavut residents and the number of qualified applicants.

The Chief Executive Officer may, on reasonable grounds, waive the internal posting upon recommendation of the Department of Human Resources.

## **2.1.4 SELECTION**

### **A. Selection Plan**

Selection criteria for each staffing action will be developed by the Director of Human Resources and approved by the director or supervisor of the hiring department before beginning any staffing action.

### **B. Application Screening**

Applications will be reviewed upon receipt by the Director of Human Resources and the appropriate director or supervisor. The application review is based on pre-determined selection criteria.

### **C. Standardized Testing**

If deemed necessary for a particular staffing action, tests will be designed and administered by the Department of Human Resources.

### **D. Interview**

The purpose of interview is to gain additional information about the candidate's education, experience, knowledge, skills and abilities.

The interview will be conducted by a minimum of two (2) persons: the departmental director or supervisor, and the Director of Human Resources or his or her designate.

### **E. Reference checks**

Reference checks may be conducted by the Director of Human Resources to verify information gathered through the selection process.

## **2.1.5 JOB OFFER**

A job offer can be made after a successful candidate is agreed upon by the Director of Human Resources and the appropriate departmental director or supervisor.

Hiring of staff can occur only when the position is funded in an approved budget. Casual staff may be hired to meet temporary peak loads if the required funds are available.

## **2.1.6 DIRECT APPOINTMENT**

While it is in the best interest of NTI to fill positions through the competition process, a direct appointment can be made in the following circumstances:

- (i) to promote a qualified internal Inuk candidate (existing employee) to a higher level position;
- (ii) to appoint an internal or external candidate as a Political Employee;
- (iii) to appoint an external candidate under an urgent circumstance provided in section 2.1.2, paragraph B; or
- (iv) to appoint a candidate who has been interviewed within the previous six months as provided in section 2.1.2, paragraph B.

All direct appointments shall be recommended by the Department of Human Resources and approved by the Chief Executive Officer.

## **2.2 PROBATIONARY PERIOD**

### **2.2.1 PURPOSE**

- To ensure that NTI employs individuals who perform to NTI standards;
- To identify and address performance problems at an early stage; and
- To provide support, guidance and assistance to new employees.

### **2.2.2 PROVISIONS**

All new employees or existing employees who are promoted or who voluntarily transfer to a different position will have a probationary period of six (6) months.

Satisfactory performance is based on periodic performance reviews, conducted at the three (3) months) and six (6) month periods. At the end of the third (3<sup>rd</sup>) month and sixth (6<sup>th</sup>) month of employment, the supervisor will meet with the employee for the purposes of reviewing the employee's performance and identifying any issues or needs for improvements. Continued employment is subject to the employee demonstrating satisfactory performance.

At the end of the six (6) month period, the supervisor recommends one of three options based on the employee's performance:

- (i) continued employment without probation;
- (ii) continued employment with continued probation for another two (2) months; or
- (iii) termination of employment.

No employee may be kept on probation for longer than eight (8) months. At the end of eight (8) months, the employee must be either offered the job or employment must be terminated.

The Chief Executive Officer may waive the probationary period for an existing employee who is promoted or who voluntarily transfers to a different position if the Chief Executive Officer believes that a waiver is reasonable or justified in the circumstance.

Employees on probation are not eligible to compete for another NTI position.

## **3.0 EMPLOYEE DEVELOPMENT**

### **3.1 EMPLOYEE ORIENTATION**

#### **3.1.1 PURPOSE**

- To give the employee an overview of NTI and the employee's department and position;
- To communicate what NTI expects of the employee;
- To make the employee feel welcome and comfortable; and
- To help the employee transition into the workplace.

#### **3.1.2 APPLICATION**

This section applies to all new employees (except casual employees), to Executive members and if necessary, to employees changing jobs within NTI.

#### **3.1.3 PROVISIONS**

Each new employee will be provided with an orientation session on his or her first day of reporting to work at NTI. The orientation should include both general information on NTI and specific information on the department and the roles and responsibilities of the employee's position.

Orientation of a new staff person is the responsibility of that person's immediate supervisor. Orientation of a new executive member is the responsibility of the Chief Executive Officer and the President. Orientation of a new President is the responsibility of the Chief Executive Officer and the First Vice-President.

The Department of Human Resources will maintain the general orientation documents (e.g. on NTI corporate goals, policies and objectives) and provide to the departments when needed. Each department will be responsible for preparing specific orientation material related to positions within that department.

### **3.2 PERFORMANCE REVIEW**

#### **3.2.1 PURPOSE**

- To improve the overall effectiveness of NTI through meaningful discussions on performance, career goals, potential for advancement and training needs; and
- To evaluate individual performance against corporate objectives and pre-established performance standards.

#### **3.2.2 APPLICATION**

This section applies to all employees, with the exception of Executive members and casual employees.

### **3.2.3 PROVISIONS**

At least once a year, supervisors conduct performance reviews based on pre-established performance standards and/or work plans.

During the performance review, the supervisors and employees may discuss the employees' performance, potential for advancement, career plans, training and development needs, and identify any needs for improvements and corrective actions.

The supervisor may also conduct more frequent informal reviews, if appropriate or desired, such as when a project is completed, when performance requires improvement, or when exemplary work has been completed.

## **3.3 TRAINING**

### **3.3.1 PURPOSE**

- To help employees develop skills and abilities;
- To facilitate employee advancement within NTI; and
- To achieve NTI goals for Inuit employment at all levels within the organization.

### **3.3.2 APPLICATION**

This section applies to all employees, with the exception of Executive members and casual employees.

### **3.3.3 PROVISIONS**

Training plans are linked to NTI's long-term strategic and operational objectives. Departments are encouraged to develop multi-year training and development plans based on NTI's strategic and operational objectives.

If necessary, an annual training plan may be prepared by supervisors and the Director of Human Resources.

NTI also supports a number of training initiatives whose goal is to attract potential employees to the organization and offer them training and development opportunities.

These initiatives include:

- Summer Student Program: offering employment to secondary school, college and university students and operates between June and September.
- Co-op Student Program: running for scheduled terms throughout the year and open to students enrolled in co-operative programs in Canadian colleges, technical institutions and universities.
- On-The-Job Programs: offering on-the-job experience to individuals interested in applying their knowledge and skills in a specific area. The purpose is to groom

individuals, who are not currently employees, for jobs within NTI. This program differs from the Co-op Student Program in that individuals do not have to be registered with an educational institution.

For approved training programs, NTI will cover the cost of full tuition, training materials, travel and accommodations.

NTI also permits short-term leave with pay, and long-term leave with or without pay for approved training and education programs (see Education Leave).

### **3.4 PROMOTION**

#### **3.4.1 PURPOSE**

- To provide employees with opportunities to advance within NTI;
- To bring about planned promotions for employees with the skills and knowledge to assume higher positions of responsibility; and
- To promote the development of Inuit expertise at all levels of NTI.

#### **3.4.2 PROVISIONS**

When a position becomes vacant, NTI will provide existing employees with the opportunity to compete for that position through the internal competition process.

Based on demonstrated capability, individuals may be identified as potential candidates for key positions of responsibility and be trained for or directly appointed to those positions.

One of NTI's main goals is the development of Inuit expertise and the employment of Inuit within the organization at every level. The expertise of non-Inuit staff is occasionally required due to the large demand for and the small number of Inuit currently trained in these fields: lawyers, accountants, policy advisors, geologists, and other professionals.

All non-Inuit staff within NTI are expected to assist in training Inuit staff, acting as mentors and on the job trainers. This may occur informally on the job, and formally through structured training events and mentorship programs.

## **3.5 AWARDS AND RECOGNITION**

### **3.5.1 PURPOSE**

- To recognize employees for outstanding performance and noteworthy achievements; and
- To contribute to a positive working climate within NTI through recognition of employee effort and ability.

### **3.5.2 PROVISIONS**

An employee's a satisfactory or outstanding performance or achievements may be recognized through:

- awards;
- verbal praise directed to the employee;
- verbal praise directed to others about the employee's performance;
- written praise supplied in letters to the employee or his/her supervisor;
- written praise included in the employee's performance appraisal; and
- notes filed in the employee's personnel file.

Other achievements worthy of recognition are:

- long-standing service;
- exceptional attendance; or
- exceptional actions such as bravery, dedication to community service, assisting in the development of the Inuit of Nunavut, and humanitarian efforts.

## **4.0 ETHICS**

### **4.1 CODE OF CONDUCT**

#### **4.1.1 PURPOSE**

To clearly outline the standards of conduct for NTI employees and to enhance the work environment by discouraging behaviour that has a negative influence or impact on employees.

#### **4.1.2 ACCEPTANCE OF CODE**

By accepting employment with NTI, employees accept certain rules of behaviour and conduct.

Each employee is expected to conduct himself/herself in a mature, responsible and professional way, and to comply with these rules of behaviour and conduct.

#### **4.1.3 STANDARDS OF CONDUCT**

The following conduct is considered unacceptable and may result in disciplinary action immediately:

- (i) negligence or any careless action which endangers the life or safety of another person while at work;
- (ii) being intoxicated or under the influence of alcohol, cannabis (excluding medical use under prescription), illegal drugs or illegal substances while at work or on NTI premises;
- (iii) use, possession or sale of any cannabis (excluding medical use under prescription), illegal drugs or illegal substances while at work or on NTI premises;
- (iv) unauthorized possession of dangerous goods or illegal firearms, weapons or explosives while at work or on NTI premises;
- (v) engaging in criminal conduct or violent acts, or making threats of violence toward anyone while at work or on NTI premises;
- (vi) insubordination or refusal to obey a reasonable, work-related instruction from a supervisor;
- (vii) destruction of NTI property without proper authorization;
- (viii) immoral conduct or indecency while at work or on NTI property;
- (ix) misuse of NTI funds or information, or fraud or theft of corporate assets;

- (x) gross public indiscretion which would reflect poorly on NTI (for example, public drunkenness);
- (xi) abuse of the employee's authority or title;
- (xii) harassment of any sort, including but not limited to sexual harassment, of other employees, or other people the employee has contact with when performing his/her job;
- (xiii) breaking the conflict of interest policy;
- (xiv) breaking the duty of confidentiality; or
- (xv) conviction of a criminal offence while employed by NTI.

## **4.2 CONFLICT OF INTEREST POLICY FOR EMPLOYEES**

### **4.2.1 PURPOSE**

To clearly outline conflict of interest guidelines for employees.

### **4.2.2 RESTRICTIONS ON CONFLICT**

An employee must not engage in any activities that could represent a conflict of interest with his or her employment duties or NTI operations, and has a duty to disclose, to his or her best knowledge, any real or potential conflict of interest.

Conflict of Interest refers to a situation where the employee's private interests conflict with the interests of NTI or where there is a reasonable perception or possibility that the employee's ability to exercise his or her employment duties will be affected by his or her private interests.

The interests of an employee include the interests of his or her family.

### **4.2.3 PERSONAL GAIN**

Personal gain includes, without limitation, a gift, gratuity, favour, service, discount, special treatment, anything of monetary value, or compensation in any form, or any business or professional advantage.

As used in this section, the term "business" includes a profession, trade, occupation or undertaking of any kind whatsoever and includes an office or employment.

An employee may not:

- (i) carry on any business which unduly exploits, for personal gain, any acquaintance or other persons he or she became acquainted with through his or her NTI position;

- (ii) request or accept payment or other benefits for functions which are part of his or her duties, other than those accruing to his or her position;
- (iii) carry on any business (including outside employment) in which there may be a conflict between his or her private interests and the interests of NTI;
- (iv) be a director or officer of a company or organization which holds, or is engaged in, any contract or agreement with NTI, except where he or she is appointed or recommended by NTI;
- (v) request, accept or keep any personal benefit, which may be directly or indirectly offered as a result of, or in anticipation of, his or her position or the performance of his or her official duties except unsolicited advertising or promotional materials of nominal value (e.g., pens, calendars or unsolicited items donated to an entire work group during holidays that the group consumes on the premises (e.g., a box of chocolates));
- (vi) accept payment or other benefits for political, civic or other activities on NTI time unless the employee would not otherwise violate other subsections of this section by virtue of the activities for which the payment or benefits are received and the employee is on approved leave without pay, vacation leave, cultural leave or his or her earned lieu time/days.

#### **4.2.4 POLITICAL ACTIVITIES (GENERAL)**

Involvement in political activities is allowed. Political activities may include joining a political party or giving money to any political candidate or party. However, the following restrictions apply to employees' political involvement.

An employee may not:

- (i) personally ask for funds for a municipal, territorial or federal party or candidate on NTI time;
- (ii) engage in any municipal, territorial or federal political activity on NTI time;
- (iii) use NTI's premises, supplies or equipment for any political activity, or display or distribute any federal, territorial or municipal campaign literature on NTI's premises. This does not apply to staff housing.
- (iv) intentionally use his or her position to affect the political activity of another person;
- (v) serve as an official agent for a candidate in a municipal, territorial or federal election, or as an executive officer of a political party or riding association (official agents are declared on the nomination papers of a candidate);

- (vi) publicly criticize any policy utilizing information not available to the general public which was acquired by virtue of his or her position with NTI;
- (vii) where applicable, be a candidate in a mayoral, territorial or federal election unless a leave of absence without pay has been obtained. The leave of absence will begin when the employee formally declares his/her candidacy or when the nomination paper is filed, whichever is earlier. The leave or employment will end when the election results are official. Applications for leave shall be made to the Chief Executive Officer;
- (viii) serve as an elected representative in the Legislative Assembly of Nunavut or the Parliament of Canada; or
- (ix) campaign for, or actively work in support of, a municipal, territorial or federal candidate on NTI time.

#### **4.2.5 POLITICAL ACTIVITIES (NTI ELECTIONS)**

All employees must comply with the Election Code of Conduct for Employees.

#### **4.2.6 USE OF NTI INFORMATION OR PROPERTY**

An employee may not:

- (i) carry on any business or employment outside NTI in which he or she makes unauthorized use of information gained as a result of his or her position with NTI;
- (ii) carry on any business or employment outside NTI in which he or she makes unauthorized use of property or facilities owned or leased by NTI;
- (ii) reveal or use any confidential information, except as authorized, or required by his or her NTI duties; or
- (iii) remove NTI property without written permission from the supervisor responsible for the property in question. This includes, but is not limited to:
  - Materials, equipment and tools;
  - Property owned by the NTI or other employees;
  - Computer disks, tapes and other storage media; or
  - Information identified as proprietary or a trade secret.

#### **4.2.7 EXEMPTION**

The Board of Directors may, on reasonable grounds, exempt an Executive member from any or all provisions of this section. The Executive Committee may, upon recommendation of the Chief Executive Officer and on reasonable grounds, exempt an employee from any or all provisions of this section.

## **4.3 DUTY OF CONFIDENTIALITY**

### **4.3.1 PURPOSE**

To clearly outline duty of confidentiality for employees.

### **4.3.2 PROVISIONS**

In the course of providing services to NTI, employees will be entrusted with confidential information concerning NTI's plans, operations and strategies, the disclosure of which may be detrimental to NTI's best interests.

Employees shall not, during his or her employment or at any time thereafter, disclose any confidential information to anyone other than persons who are authorized to receive the information.

Employees shall, upon termination of his or her employment, return to NTI all confidential documents, papers, and other material in the employee's possession or control that relate to NTI business.

## **5.0 COMPENSATION**

### **5.1 SALARY**

#### **5.1.1 PURPOSE**

To provide employees with competitive and reasonable compensation.

#### **5.1.2 PAYMENTS**

NTI pays each employee his/her salaries biweekly. Direct deposit will be used whenever possible. The employee also receives a statement indicating the pay period, the number of hours paid, the rate of pay, details of all deductions made, and the amount actually paid to the employee.

#### **5.1.3 INCREASES**

Salary increases for all NTI employees will be calculated annually, which may include a NTI-wide cost of living increase and a discretionary merit increase.

The discretionary merit increase may be made following the completion of the employee's annual performance review, based on satisfactory (or better) job performance and absence of disciplinary actions. Employees at the highest level of his or salary scale may receive a lump sum merit payment equalling to 3% of the employee's base salary.

Recommendations for merit increases or lump sum merit payments shall be made by the departmental director and approved by the Chief Executive Officer at his or her discretion.

#### **5.1.4 MANDATORY DEDUCTIONS**

NTI is required by law to make certain deductions from an employee pay cheque each time a pay cheque is prepared.

The required deductions are for income tax, employment insurance, Nunavut payroll/income tax and contributions to the Canada Pension Plan as well as deductions for the group insurance coverage or other benefit programs adopted by NTI.

Any other deductions required by law, such as wage garnishments or court-ordered attachments, will be explained to the employee by the Director of Finance in the event that such deductions are required.

#### **5.1.5 ACTING PAY**

Employees are expected to fill other positions, in addition to their own, on a temporary basis from time to time without extra pay.

If the above temporary period exceeds five (5) business days, the employee may receive acting pay for 10% of his or her base salary for the time period that he or she performs the duties of

another position on an acting basis. Acting pay and acting period shall be approved by the Chief Executive Office or the Chief Operating Officer.

## **5.2 EQUAL PAY**

NTI is committed to the principle of equal pay for work of equal value and ensures that employees receive equal pay for the same, similar or substantially similar work, without discrimination on the basis of gender. Similarity of work must be based on work actually performed.

If an employee believes that an unjustified disparity exists, the employee may raise the issue following the dispute resolution process provided in this Manual.

## **5.3 LOANS AND ADVANCES**

Loans and advances will be made in accordance with NTI Loans and Advances Policy.

## **6.0 LEAVE AND BENEFITS**

### **6.1 LEAVE**

#### **6.1.1 PURPOSE**

To provide a reasonable and competitive level of leave (time off) to employees.

#### **6.1.2 APPLICATION**

Except as otherwise provided, this section does not apply to temporary or casual employees.

NTI may from time to time re-hire a former employee. An employee who has been re-hired by NTI shall accumulate benefits as if he or she were a new and first-time employee.

Leave period begins April 1 and ends March 31 for all employees.

#### **6.1.3 VACATION LEAVE**

##### **A. General Provisions**

Every full and part-time employee has the right to take vacation leave, and departmental directors/supervisors must attempt to allocate work so that employees can take vacation leave at the time of their choice, considering workloads and operational commitments.

With approval of the departmental director, an employee can take his/her full annual vacation leave for the entire fiscal year provided that he/she has been employed with NTI for at least six (6) months, and has successfully completed his or her probationary period.

An employee who has not successfully completed his or her probationary period can take annual leave up to the amount accumulated since his or her date of hire.

##### **B. Travel Day and Winter Bonus Day**

NTI employees living and working in Nunavut will receive one (1) additional leave day with pay for travel ("Travel Day") when Vacation Travel Assistance is used. There is no carry-over of the Travel Day.

NTI employees living and working in Nunavut who take their vacation leave between October 1 and March 31 of any fiscal year will be granted one (1) winter bonus leave day with pay ("Winter Bonus Day") for every five (5) consecutive days of annual leave he/she liquidates. No employee may receive more than three (3) extra winter bonus days in any one fiscal year. There is no carry-over of the Winter Bonus Days.

##### **C. Full-Time Employees**

For full-time employees, for each month of a fiscal year in which an employee receives at least ten (10) days pay, he/she will earn vacation leave at the following rates:

- one and one-quarter (1 ¼) days each month (15 days per annum) during the first two years of continuous service;
- one and two-thirds (1 2/3) days each month (20 days per annum) between the third and the fifth year of continuous service;
- One and seven-eighths (1 7/8) days each month (22.5 days per annum) between the sixth and ninth year of continuous service; and
- two and one-twelfth (2 1/12) days each month (25 days per annum) after the completion of ten years of continuous service.

#### **D. Part-Time and Temporary/Casual Employees**

Part-time employees receive vacation leave credits, pro-rated on the number of hours worked, according to the accrual rates described above.

Temporary and casual employees receive vacation pay in lieu of vacation leave at the rate of six percent (6%) of wages earned.

#### **E. Carryover**

Employees are not permitted to carry over more vacation leave credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding one (1) year entitlement will be liquidated in cash at the end of the fiscal year and after the Department of Human Resources completes a leave credit audit for all employees.

#### **6.1.4 SICK LEAVE**

For each month of a fiscal year in which a full-time employee receives at least ten (10) days pay, he/she will earn sick leave at one and one-quarter (1 1/4) days each month. No sick leave credits will accumulate for a month during which the employee has received for less than ten (10) days pay.

Part-time employees receive sick leave credits, pro-rated on the number of hours worked, on the same rate as full-time employees.

Sick leave may be used for health related purposes such as illness, injury and medical diagnosis or treatments.

Except as otherwise provided in this subsection, with approval of the departmental director, an employee can take his/her full sick leave credits for the entire fiscal year provided that he/she has been employed with NTI for at least six (6) months, and has successfully completed his or her probationary period.

An employee who has not successfully completed his or her probationary period can take sick leave up to the amount accumulated since his or her date of hire.

In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, leave up to a maximum of ten (10) days may, at the discretion of the Chief Executive Officer, be granted subject to the deduction of such advance credit from the employee's sick leave credits from the next fiscal year.

However, should employment be terminated before sufficient credits have been accumulated to be paid back, a deduction will be made from the employee's last salary payment to cover all leave taken but not earned.

There shall be no charge against an employee's sick leave credits when his/her absence on account of illness is less than one-half (1/2) day and the employee has been on duty for at least two (2) hours.

Sick leave credits may be accumulated and carried over from year to year but will not be paid out upon an employee's departure from NTI.

### **6.1.5 SPECIAL LEAVE**

For each month of a fiscal year in which a full-time employee receives at least ten (10) days pay, he/she will earn special leave a rate of one-half (1/2) day for each calendar month in which he/she receives pay for at least ten (10) days.

Part-time employees receive special leave credits, pro-rated on the number of hours worked.

Special leave credits may be used for the following circumstances:

- when an employee is to be married;
- where a family member or relative becomes ill (not including childbirth) and the employee is required to care for his/her dependants or for the sick person;
- where a family member or relative residing outside the employee's community of residence becomes seriously ill;
- for appointments with school authorities or adoption agencies;
- for addressing serious household or domestic emergencies; or
- to attend his/her University Convocation, if he/she has been continuously employed for at least one (1) year.

Except as otherwise provided in this subsection, with approval of the departmental director, an employee can take his/her full special leave credits for the entire fiscal year provided that he/she has been employed with NTI for at least six (6) months, and has successfully completed his or her probationary period.

An employee who has not successfully completed his or her probationary period can take special leave up to the amount accumulated since his or her date of hire.

The Chief Executive Officer may, on reasonable grounds, authorize special leave with or without pay for other extraordinary reasons which may arise during the course of employment.

In circumstances where special leave would be authorized but the employee has insufficient or no special leave credits, leave up to a maximum of six (6) days may, at the discretion of the Chief Executive Officer, be granted subject to the deduction of such advance credit from the employee's special leave credits from the next fiscal year.

However, should employment be terminated before sufficient credits have been accumulated to be paid back, a deduction will be made from the employee's last salary payment to cover all leave taken but not earned.

An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the birth or adoption of their child. Under special circumstances, the Chief Executive Officer may extend this period to a maximum of three (3) working days.

Special leave credits may be accumulated and carried over from year to year but will not be paid out upon an employee's departure from NTI.

#### **6.1.6 CASUAL LEAVE**

All employees may be granted casual leave with pay to a maximum of two (2) hours whenever it is necessary for an employee to attend upon his/her doctor, dentist, banker or lawyer during working hours.

An employee may be granted casual leave for other purposes of a special or unusual nature.

#### **6.1.7 BEREAVEMENT LEAVE**

Full or part-time employees may be granted up to five (5) days bereavement leave with pay to attend the funeral of a family member or relative.

#### **6.1.8 MEDICAL TRAVEL LEAVE**

Full or part-time employees on approved medical travel outside of their community of residence may be granted leave with pay for medical travel time.

The leave will cover the employee's actual travel time, to a maximum of three (3) days. Medical certificate and proof of travel must be provided to claim the leave.

#### **6.1.9 MATERNITY LEAVE**

Full or part-time employees who have worked at NTI for at least one (1) year can take up to seventeen (17) weeks of paid maternity leave (including any waiting period for federal employment insurance benefits) as described below, if they provide NTI with a medical certificate of pregnancy and notice of the date and length of their leave in writing.

Employees may also take one (1) day of special leave for the birth of a child.

The leave can start as soon as eleven (11) weeks before the estimated date of birth, and can end as late as seventeen (17) weeks after the actual date of delivery, as long as the total number of weeks does not exceed seventeen (17).

Full-time employees who provide proof that they are receiving federal employment insurance benefits receive an allowance equal to 93% of their salary during the waiting period, and a supplementary benefit, equal to the difference between their employment insurance benefits and 93% of their salary. The supplementary benefit will be paid every two weeks for up to seventeen weeks minus the waiting period. Upon request of the employee, the allowance for the waiting period may be paid immediately on NTI regular paydays after the maternity leave starts.

Employees on maternity leave do not accumulate any leave credits or benefits including without limitation vacation leave, sick leave, special leave, bereavement leave, medical travel leave, cultural leave, pension contributions, northern allowance, or vacation travel assistance.

If a pregnant employee has a certificate from a physician stating that specific harmful conditions exist in the workplace, NTI will make every effort to change the working conditions to safeguard the health of the mother and foetus. If this is not possible, leave without pay may be granted.

#### **6.1.10 ADOPTION LEAVE**

Full or part-time employees who have worked for NTI for at least one (1) year are eligible to receive paid adoption leave of up to twelve (12) weeks (including any waiting period for federal employment insurance benefits) for the adoption of a child who is less than one (1) year of age at the time of the adoption.

Employees may also take one (1) day of special leave for the adoption of a child.

Employees must provide the Director of Human Resources with written confirmation of the adoption or custom adoption and the date of the child's arrival, at least four (4) weeks before the start of leave.

Full-time employees who provide proof that they are receiving federal employment insurance benefits receive an allowance equal to 93% of their salary during the waiting period, and a supplementary benefit, equal to the difference between their employment insurance benefits and 93% of their salary. The supplementary benefit will be paid every two weeks for up to twelve weeks minus the waiting period. Upon request of the employee, the allowance for the waiting period may be paid immediately on NTI regular paydays after the adoption leave starts.

Employees on adoption leave do not accumulate any leave credits or benefits including without limitation vacation leave, sick leave, special leave, bereavement leave, medical travel leave, cultural leave, pension contributions, northern allowance, or vacation travel assistance.

#### **6.1.11 PARENTAL LEAVE**

Full or part-time employees who have been employed for at least one (1) year and who have, or will have, the care and custody of a new-born child (by birth or adoption) can take up to twelve (12) weeks of paid parental leave (including any waiting period for federal employment insurance

benefits) as described below, and an additional twenty-five (25) weeks of parental leave without pay. In the case of an adoption, the child needs to be less than one (1) year of age at the time of the adoption.

The leave can start on the date:

- the child is born;
- the child comes into the employee's care and custody; or
- when maternity leave ends.

Full-time employees who provide proof that they are receiving federal employment insurance benefits receive an allowance equal to 93% of their salary during the waiting period, and a supplementary benefit, equal to the difference between their employment insurance benefits and 93% of their salary. The supplementary benefit will be paid every two weeks for up to twelve weeks minus the waiting period. Upon the request of the employee, the allowance for the waiting period may be paid immediately on NTI regular paydays after the parental leave starts.

The allowance for the waiting period for parental leave will not be paid to employees who take both maternity or adoption leave and parental leave for the birth or adoption of the same child.

Employees on parental leave do not accumulate any leave credits or benefits including without limitation vacation leave, sick leave, special leave, bereavement leave, medical travel leave, cultural leave, pension contributions, northern allowance, or vacation travel assistance.

If two employees are also parents of the same child, the combined parental leave of the two employees is limited to thirty-seven (37) weeks.

#### **6.1.12 CULTURAL LEAVE**

Full and part-time employees who have been employed with NTI for at least six (6) months and have successfully completed their probationary period are entitled to cultural leave with pay for two (2) days each fiscal year to engage in cultural or other activities at the employee's discretion.

A temporary employee or a full or part-time employee who has not successfully completed his or her probationary period can take one (1) day of cultural leave after he or she has worked continuously for NTI for three (3) months.

An employee may take cultural leave at the time of his or her choice if the departmental director is satisfied that the employee's work commitments will be met.

Cultural leave credits may be carried over from year to year or liquidated at the end of the fiscal year and after the Department of Human Resources completes a leave credit audit for all employees, or paid out upon an employee's departure from NTI. If an employee departs from NTI before the end of a fiscal year, cultural leave entitlement for that fiscal year will be pro-rated.

### **6.1.13 JURY OR WITNESS DUTY LEAVE**

Full or part-time employees may be granted leave with pay for jury or witness duties if the Chief Executive Officer approves the request in writing.

The employee is responsible for expenses when the court appearance arises from the employee's duty as a citizen (e.g., jury or witness duty) and does not relate to NTI business.

### **6.1.14 CIVIC LEAVE**

NTI encourages the active involvement of its employees in the service of their communities, and of Nunavut. A full or part-time employee may be granted civic leave with pay for a period of up to five (5) consecutive working days in each fiscal year if the departmental director is satisfied that the employee's work commitments will be met:

- for participation on a voluntary basis in local, regional, territorial or national events or associations whose goals are to further the political, social, cultural or economic well-being of Nunavut;
- for addressing serious community emergencies, including participation in fire-fighting or community search and rescues; or
- for participation on a voluntary basis on municipal councils, municipal council committees, local or divisional education or health authorities or college boards.

Civic leave in excess of five (5) working days in each fiscal year may only be granted with approval of the Chief Executive Officer.

### **6.1.15 EDUCATION LEAVE (WITH PAY)**

NTI may grant educational leave with pay to address professional development and/or training/educational programs identified by the supervisor, employee, and Director of Human Resources.

The guidelines below apply in determining whether the employee will be given leave with pay:

- The employee must be employed full-time by NTI for at least one (1) year before applying for leave to attend a part-time program or course at a recognized post-secondary institution;
- The employee must be employed full-time by NTI for at least two (2) years before applying for leave to attend a full-time program in a recognized post-secondary institution, with the goal of obtaining a degree or diploma;
- The professional development the employee receives must be clearly related to their employment or career path within NTI; and
- The employee must have an exemplary record of employment.

Requests for paid educational leave and tuition shall be received by the Director of Human Resources at least four (4) months before the leave date. Requests will be reviewed and approved by the Chief Executive Officer on an individual basis.

If approved, NTI will pay up to fifty percent (50%) of the employee's base salary for the period of leave. NTI and the employee will negotiate terms of payment and record them in a written agreement which the employee will sign. Payment may be renegotiated annually, contingent on successful completion of each year of the program.

The employee will sign an agreement stating he/she will return to work for NTI for a period of time equal to the leave period. If the employee does not return to work, he/she must reimburse NTI for the benefits earned while on leave. If an employee returns to work for less than the time period stated in the agreement, the amount owing to NTI will be pro-rated.

The employee need not reimburse NTI if he/she dies, becomes disabled or the employment of the employee is terminated without cause. Reimbursement will be required by NTI if the course, program, diploma or degree is not successfully completed.

Employees may be expected to pay their tuition in advance, and receive reimbursement, if eligible, upon completion of his or her course of studies.

Employees taking educational leave with pay will not accumulate any leave credits or benefits including without limitation vacation leave, sick leave, special leave, bereavement leave, medical travel leave, cultural leave, pension contributions, northern allowance, vacation travel assistance, or group insurance.

#### **6.1.15A EDUCATION LEAVE (WITH PAY) – INUKTUT TRAINING PROGRAMS**

For NTI-sponsored Inuktitut training programs, NTI will pay up to one hundred percent (100%) of the employee's base salary and Northern Allowance for the period of leave. Employees taking the leave will continue to accumulate all leave credits, benefits and seniority. Employees taking the leave will also be required to enter into an education leave agreement with NTI stipulating the rights and obligations of the parties. The Chief Executive Officer may waive the standard continuous service requirement as he or she sees fit.

#### **6.1.16 EDUCATION LEAVE (WITHOUT PAY)**

The Chief Executive Officer may approve education leave without pay for full-time employees if educational program is not directly related to the employee's job.

Such leave may be considered if the employee has been a NTI employee for at least one (1) year and the leave does not exceed three (3) years.

Employees taking educational leave without pay will not accumulate any leave credits or benefits including without limitation vacation leave, sick leave, special leave, bereavement leave, medical travel leave, cultural leave, pension contributions, northern allowance, vacation travel assistance, or group insurance.

#### **6.1.17A DEFERRED SALARY LEAVE**

A Deferred Salary Leave Plan provides an employee with six (6) months or one (1) year of paid leave which is financed through a deferral of salary made in previous years. To participate in the Plan, an employee must agree to set aside a portion of their salary:

- 20% for four (4) years in order to have one (1) year of Deferred Leave (the fifth year at 80% of their salary), or
- 10% for four and a half (4 ½) years in order to have six (6) months of paid Deferred Leave (at 45% of their salary)

NTI shall grant leave with pay for either the whole fifth year or the last six (6) months of the fifth year (depending on how much the employee has set aside). Like other types of leave, this leave is dependent upon operational requirements and must be requested and approved in advance. The leave requires a return to work agreement that details the terms and conditions under which the leave is to be granted by NTI.

The deferred salary will be deposited into a trust that will generate interest during the leave. It is exempt from taxation until the funds are released to the employee. The period of leave counts as pensionable service.

Employees on deferred leave accumulate seniority throughout the leave but will not accumulate any leave credits or benefits including without limitation vacation leave, sick leave, special leave, bereavement leave, medical travel leave, cultural leave, pension contributions (except for any employer contribution based on the deferred portion of the salary) , northern allowance (except for any deferred portion from previous years), vacation travel assistance (except for any deferred portion from previous years), or group insurance.

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

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

### **6.1.17 RE-INSTATEMENT**

#### **A. Maternity/Parental/Adoption Leave**

Employees on maternity leave, parental leave or adoption leave accumulate seniority throughout the leave.

Upon returning to work, these employees will be re-instated to their former position, or be given a comparable position with at least the same wages and benefits as the previous position.

Employees on such leave will be informed of any re-organization that might affect their employment during their absence, and they are entitled to any changes in wages and benefits resulting from reorganization upon their return to NTI.

These employees will be informed of all employment opportunities arising during their absence if they make a written request for such information.

#### **B. Education Leave With Pay**

An employee on education leave with pay will continue to accumulate seniority.

Upon returning to work, the employee will be reinstated in his or her former position or be given a comparable position with at least the same wages and benefits.

#### **C. Education Leave Without Pay**

An employee taking an education leave without pay remains an employee of NTI but does not accumulate seniority throughout the leave.

Upon returning to work, he or she might not be re-instated to his or her former position, or be given a comparable position with the same wages and benefits in the same location.

If the employee requests in writing, he/she must be informed of all employment opportunities that arise in his or her absence.

### **6.1.18 CONTINUING SERVICE REQUIREMENT**

Employees taking maternity, adoption or parental leave and receiving supplemental benefit from NTI will be required to continue to work for NTI for a minimum of six (6) months immediately after the leave period ends.

If the employee fails to return to work, he/she will be indebted to NTI for the amounts received as supplemental benefit and will be required to repay such amounts. If an employee returns to work for less than six (6) months, the amount owing to NTI will be pro-rated.

An employer is not required to repay any balance owing if the employee is terminated without cause within six (6) months after he or she returns to work.

### **6.1.19 EXTENDED LEAVE OF ABSENCE WITHOUT PAY (WORKING FOR OTHER INUIT ORGANIZATIONS)**

An employee may be allowed to take an extended leave of absence without pay to work for another Inuit organization if the Chief Executive Officer believes the mobility would be beneficial to both NTI and the Inuit organization where the employee plans to work.

The extended leave period shall be no less than six months but no longer than two years.

An employee taking an extended leave of absence without pay under this section remains an employee of NTI but does not accumulate seniority, leave credits or benefits during the leave.

Upon returning to work, the employee will be reinstated in his or her former position or be given a comparable position with at least the same wage and benefits.

An employee who fails to report to work at the expiration of the extended leave of absence without pay would be considered to have voluntarily resigned.

#### **6.1.20 EXTENDED LEAVE OF ABSENCE WITHOUT PAY (FAMILY-RELATED REASONS)**

An employee may be allowed to take an extended leave of absence without pay for family-related reasons such as caring for his or her spouse, parents (including spouse's parents), siblings or children.

The extended leave period shall be less than one year.

An employee taking an extended leave of absence without pay under this section remains an employee of NTI but does not accumulate seniority, leave credits or benefits during the leave.

Upon returning to work, the employee will be reinstated in his or her former position or be given a comparable position with at least the same wage and benefits.

An employee who fails to report to work at the expiration of the extended leave of absence without pay would be considered to have voluntarily resigned.

#### **6.1.21 FAMILY ABUSE LEAVE**

NTI is sensitive to the unfortunate situations whereby employees and/or their relatives experience family abuse.

Family Abuse Leave may be taken by employees as directed below:

An employee who has worked for one continuous month with NTI is entitled to up to five (5) unpaid days (leave without pay) and up to fifteen (15) unpaid weeks of Family Abuse Leave per fiscal year;

An employee who has worked for three (3) continuous months with NTI is entitled to an additional five (5) paid days of Family Abuse Leave per fiscal year.

The leave may be taken for one or more of following purposes related to the family abuse:

- (a) to seek or obtain medical attention in respect of a physical or psychological injury or disability;
- (b) to seek or obtain services from a victim services organization;
- (c) to seek or obtain psychological or other professional counselling;
- (d) to seek or obtain Elder counselling;
- (e) to seek or obtain legal or law enforcement assistance, including preparing for or participating in a civil or criminal legal proceeding;
- (f) to relocate temporarily or permanently;
- (g) any other purpose related to a situation of family abuse.

An employee is entitled to Family Abuse Leave to accompany or assist a relative or family member who experiences family abuse when it is necessary to assist or accompany the person for one or more of the purposes listed above.

An employee who wishes to take Family Abuse Leave is required to provide notice to their supervisor as soon as practicable in the circumstances. NTI may ask for verification of an employee's eligibility for Family Abuse Leave.

Discretion, sensitivity and flexibility will be exercised by NTI when determining reasonable notice and reasonable verification in accordance with this paragraph.

## **6.2 BENEFITS**

### **6.2.1 OBJECTIVE**

To provide reasonable and competitive benefits to employees.

### **6.2.2 APPLICATION**

Except as otherwise provided, this section does not apply to temporary or casual employees.

NTI may from time to time re-hire a former employee. An employee who has been re-hired by NTI shall accumulate benefits as if he or she were a new and first-time employee.

### **6.2.3 NORTHERN ALLOWANCE**

Except as otherwise provided in the Employee Housing Policy for employees occupying employee housing units, NTI employees in Nunavut will receive \$16,000 per annum in Housing and Utilities Allowance, and \$8,000 per annum in Settlement Allowance. The combined allowance of \$24,000 per annum (Housing, Utilities and Settlement Allowance) are referred to as the Northern Allowance.

Nunavut employees not in employee housing units will also receive an Additional Housing Allowance in an amount provided in the Employee Housing Policy and/or accompanying Guidelines.

### **6.2.4 VACATIONAL TRAVEL ASSISTANCE (VTA)**

Full-time employees and their immediate family are entitled to the cash equivalent of an economy class return vacation travel from their place of work to the closest southern city to the region (Edmonton, Winnipeg and Ottawa respectively) not more than once per fiscal year.

Part-time employees receive VTA pro-rated on the number of hours worked.

Requests for VTA must be approved by the employee's supervisor, verified by the Director of Human Resources and will be processed within two (2) weeks upon receipt of the request.

The following general conditions and restrictions apply:

- (i) An employee must have been employed for at least six (6) months and have successfully completed his or her probationary period before applying for VTA.
- (ii) VTA will be provided for the employee, his/her spouse and up to a maximum of five (5) dependent children within the employee's immediate family.
- (iii) Dependent children must be children of the employee by blood, marriage or adoption, must be under the care and custody of the employee, and must reside with the employee in the same home.
- (iv) An employee, his/her spouse and dependent children within the employee's immediate family must reside in the northern and intermediate prescribed zone as prescribed by the Canada Revenue Agency (CRA).
- (v) Dependent children must be over one (1) year (as of the first day of the fiscal year, i.e., the child will reach his or her 2<sup>nd</sup> birthday within the fiscal year) but no older than eighteen (18) years of age (as of the first day of the fiscal year) unless they are attending high school on a full-time basis, in which case they are eligible until they reach twenty-one (21) years of age (as of the first day of the fiscal year); or unless they are disabled. There is no age restriction for disabled dependent children in the care and custody of the employee.
- (vi) VTA may also be claimed for dependent children if they are no older than twenty-three (23) years of age (as of the first day of the fiscal year) and are attending an institution for post-secondary education on a full-time basis after having graduated from high school. Dependent children under this paragraph do not have to reside in the same home as the employee or in the northern and intermediate prescribed zone.
- (vii) VTA is provided only when the employee's spouse and dependent children are not receiving any VTA or equivalent benefit from another source.
- (viii) Employees must complete a Declaration Form which confirms that the conditions set out in this section have been met.

VTA is paid once each fiscal year and may be claimed at any time during the fiscal year. VTA cannot be carried over from one fiscal year to the next.

An employee is entitled to claim VTA on a pro-rated basis upon departure from NTI. If VTA is paid to an employee and the employee subsequently resigns or is terminated within the same fiscal year, the payment will be recovered on a pro-rated basis.

An employee who starts with NTI on one fiscal year but his or her probationary period ends in a subsequent fiscal year may claim VTA for the previous fiscal year on a pro-rated basis if and after he or she successfully completes the probationary period.

### **6.2.5 GROUP INSURANCE**

NTI provides a variety of employee group insurance benefits:

- Life insurance
- Accidental death and dismemberment insurance
- Short-term disability insurance
- Dental care insurance
- Accidental travel insurance
- Critical illness insurance

Employees also have an opportunity to participate in employee-funded long-term disability insurance.

Employees are advised to refer to relevant materials provided by the insurer for detail of the coverage.

### **6.2.6 GROUP RRSP CONTRIBUTION**

NTI maintains a group Registered Retirement Savings Plan (RRSP) under the Income Tax Act for full and part-time employees who are not eligible to participate in the employee pension plan pursuant to Section 6.2.6A, and contributes to the group RRSP the equivalent of eight percent (8%) of an employee's base salary.

If an employee in the above category becomes ineligible to receive RRSP contribution due to his/her age, NTI will provide supplemental compensation equalling eight percent (8%) of an employee's base salary.

### **6.2.6A EMPLOYEE PENSION PLAN**

Effectively January 1, 2017, NTI will establish and maintain an employee pension plan for full and part-time employees to encourage employees to save for retirement.

Pension contribution will consist of two components: (1) employee contribution equalling eight percent (8%) of his/her base salary, and (2) NTI matching contribution equalling eight percent (8%) of an employee's base salary.

A new employee who does not successfully complete his or her probation will receive, upon his or her departure, a refund of the original employee contributions plus any applicable interest as determined by the pension administrator.

For full and part-time employees who choose to start the pension on July 1, 2018, NTI will maintain the group RRSP for these employees until June 30, 2018, and contribute to the group RRSP the equivalent of six percent (6%) of an employee's base salary.

### **6.2.7 RELOCATION AND MOVING ALLOWANCE**

#### **A. Commencing Employment**

If an employee who is hired for an indeterminate or term position longer than one (1) year, and is required to relocate from a community within Canada in order to take up employment at an NTI office (the “Place of Work”), NTI will pay the following costs:

- a) travel and accommodation expenses for the employee and the employee’s immediate family up to seven (7) days while in transit to the Place of Work. For those travel days, a meal and incidentals allowance shall be provided to the employee and each of his/her immediate family members each day at a rate that equals to NTI’s per-diem rate for duty travel.
- b) Upon arrival at the Place of Work, all accommodation expenses for the employee and the employee’s immediate family shall be paid by NTI for a maximum of fifteen (15) days, regardless of whether the employee has succeeded in securing housing or whether the employee’s personal effects have arrived. For those days that accommodation is paid by NTI, a meal and incidentals allowance shall be provided to the employee and each member of the employee’s immediate family each day at a rate that equals to NTI’s per-diem rate for duty travel.
- c) NTI shall pay the cost of moving furniture and personal effects of an employee as follows:
  - *Employee not accompanied by immediate family:* a maximum of 1,814 kg (4000 lbs).
  - *Employee accompanied by immediate family:* a maximum of 1,814 kg (4,000 lbs), plus 1,361 kg (3,000 lbs) for spouse or common-law spouse, and 907 kg (2000 lbs) for every other immediate family member, to a total maximum of 6,804 kg (15,000 lbs).
- d) All costs associated with moving furniture and effects shall be billed to NTI. Any costs in excess of the above amounts shall be recovered from the employee.

## **B. Moving Allowance on Termination**

If the employment of the employee is terminated by NTI, or the employee terminates employment with NTI, and the employee chooses to return to the location in which the employee lived prior to moving to the Place of Work, NTI shall pay:

- a) travel expenses and accommodation expenses for the employee and the employee’s immediate family to a maximum of seven (7) days while they are in transit, and for those travel days, a meal and incidentals allowance to the employee and each of his/her immediate family members each day at a rate that equals to NTI’s per-diem rate for duty travel.
- b) Upon arrival of the terminated employee in the location in which the employee lived prior to moving to the Place of Work, no accommodation expenses or meal allowance will be provided;

- c) The costs associated with moving the furniture and effects of a terminated employee back to the location in which the employee lived prior to moving to the Place of Work shall be paid in accordance with the same weight limits allocated to employees moving to the Place of Work, subject to the following:
- i. NTI shall pay none of the costs of moving furniture and effects if the employee terminates the employment prior to completing the probationary period;
  - ii. NTI shall pay 100% of the cost of moving furniture and effects if NTI terminates the employee's employment prior to completing the probationary period;
  - iii. If either NTI or the employee terminates employment after successful completion of the probationary period, but on or before the employee's completion of the first year of employment with NTI, NTI shall pay 50% of the cost of moving furniture and effects;
  - iv. If either NTI or the employee terminates employment after the first year of the employee's employment with NTI, but before the second year of the employee's employment with NTI, NTI shall pay 75% of the cost of moving furniture and effects;
  - v. If either NTI or the employee terminates employment on or after the second year of the employee's employment, NTI shall pay 100% of the cost of moving furniture and effects.

An employee who terminates employment with NTI must claim any benefits under this policy within three (3) months of terminating employment with NTI.

## **7.0 HOURS OF WORK**

### **7.1 WORKING HOURS**

#### **7.1.1 PURPOSE**

- To promote a positive and healthy working environment by providing guidelines for hours of work, holidays and leave for employees; and
- To provide employees with standards that at a minimum meet the legal requirements mandated in applicable legislation.

#### **7.1.2 STANDARD WORK DAY AND WORK WEEK**

A standard NTI workweek is 37.5 hours, and a standard NTI workday is 7.5 hours.

Employees may occasionally be expected to work additional hours in the normal course of their duties. However, employees are not expected to work more than 10 hours in a day or 48 hours in a week unless such work is needed due to an unforeseen emergency.

Workdays are usually between Monday and Friday, with Saturday and Sunday off.

There are two (2) paid breaks during the day. Each break is 15 minutes long (one in the morning and one in the afternoon). Employees are expected to work from 8:30 a.m. to 5:00 p.m., with an hour for lunch.

With approval of the Chief Executive Officer, supervisors and employees may agree to alternative or flexible work schedules to better meet the needs of the employee or of NTI.

#### **7.1.3 ABSENCE AND LATENESS**

An employee may occasionally be absent from work due to emergencies, sudden illnesses, or urgent personal business.

If an employee is unable to report to work, or if he or she expects to arrive late, the employee is required to contact his or her supervisor in advance or as soon as practical so that the supervisor can make alternate work arrangements as required.

Disciplinary actions may result from excessive absence or lateness or if the employee fails to contact the supervisor, or to provide a satisfactory reason, for absence or lateness.

#### **7.1.4 CALL-BACK**

Where an employee is called back to work after his or her regular work day or during his or her scheduled off time, and the callback is not scheduled in advance, the employee is entitled to a minimum payment equal to four (4) hours of his or her regular base salary rate for reporting to work.

If the employee works for more than four (4) hours after reporting to work, the employee shall be paid for the actual number of hours.

### **7.1.5 ON-CALL**

An employee is “on call” when he or she is required to be available on a stand-by basis, outside scheduled working hours, to respond immediately to any work requests.

An employee who is required to remain on call after his or her regular work day or work week will receive an on-call pay (“On-Call Pay”) equal to two (2) hours of his or her regular base salary rate for each seven and a half (7.5) hour period during which the employee remains on call. For each on-call period of less than seven and a half (7.5) hours, an employee shall be paid on a pro-rated basis. For the purpose of calculating On-Call Pay, a day consists of seven and a half (7.5) hours.

The actual time that an employee has worked in response to calls during on-call periods will be considered overtime.

### **7.1.6 OFFICE CLOSURE**

The Chief Executive Officer, Chief Operating Officer or their designate may close any of the NTI offices for a working day or part of a working day due to inclement weather, blizzard conditions or other emergency situations.

Employees who are absent from work due to the office closure shall be considered to be absent with pay and shall not lose any leave credits.

Employees who are on approved leave before the office closure is announced will not receive additional pay or leave credits due to the office closure.

## **7.2 HOLIDAYS**

### **7.2.1 STATUTORY HOLIDAYS**

All employees are entitled to leave with pay on the following days: (1) New Year's Day; (2) Good Friday; (3) Easter Monday; (4) Victoria Day; (5) National Aboriginal Day (June 21); (6) Canada Day; (7) August Civic Holiday (first Monday in August); (8) Labour Day; (9) National Day for Truth and Reconciliation (September 30); (10) Thanksgiving Day; (11) Remembrance Day; (12) Christmas Day; and (13) Boxing Day.

Although Nunavut Day is an official Statutory Holiday in Nunavut, employees are required to work and may be assigned specific duties that are different from their regular duties on Nunavut Day (July 9). In exchange, all staff (without exception) who work on July 9 to help with the Nunavut Day events, upon approval by the Chief Executive Officer, will receive overtime pay at double-time (2T), recorded as remuneration at two (2) times their hourly rate.

NTI employees based in Ottawa are also entitled to leave with pay on Family Day (third Monday in February).

Regional and local holidays are observed at the discretion of the Chief Executive Officer.

When a designated paid holiday falls on a weekend, employees have the next normal working day off. If the holiday occurs during an employee's scheduled vacation, he or she may take an extra day of vacation.

### **7.2.2 RELIGIOUS HOLIDAYS**

An employee can take time to observe his or her religious holidays. If available, a full day of unused special leave or a vacation day can be used for this purpose. Otherwise, the employee must take the time off without pay.

### **7.3 OVERTIME AND DISCRETIONARY LEAVE**

To the extent possible, work must be planned and allocated to avoid overtime. However, on occasion, employees may be expected to work overtime. Employee must obtain permission in advance from the supervisor to work and be compensated for overtime.

Overtime will be paid as time off in lieu of a monetary payment.

Full-time employees who work more than 37.5 hours in the week or 7.5 hours in the day are entitled to overtime. Overtime is calculated for full-time employees as follows:

(i). Clerical and Administrative Support Staff

Clerical and administrative support staff receive time and one-half for the first four hours of overtime worked, and double time thereafter. They receive double time on statutory holidays.

(ii). Professional and Managerial Staff

Professional and managerial staff receive time off equal to the overtime worked.

(iii). Departmental directors or more senior staff

No overtime entitlement.

If a part-time employee who normally works less than 7.5 hours a day works overtime, he/she is paid at their regular rate until 7.5 hours have been worked. Additional hours are calculated in the same manner as the full-time staff.

An employee on duty travel is not entitled to overtime for time spent in transit on a weekday. An employee is entitled to overtime spent in transit on a weekend. For the purpose of this paragraph, a weekend day consists of 7.5 hours.

Employees who is required to work during office closure due to inclement weather, blizzard conditions or other emergency situations and who are normally qualified to receive overtime will receive double time for the time worked.

Overtime must be taken off during the fiscal year of its accrual. Employees can carry overtime into the next fiscal year up to a maximum of seventy-five (75) hours and they will be paid for overtime above seventy-five (75) hours. Payment will be made at the end of the fiscal year and after the Department of Human Resources completes an overtime audit for all employees.

Departmental directors or more senior staff are not entitled to overtime but are entitled to five (5) discretionary leave days with pay each fiscal year (unless his or her employment agreement provides otherwise). Such discretionary leave days may be carried over from year to year, liquidated at the end of the fiscal year and after the Department of Human Resources completes a leave credit audit for all employees, or paid out upon an employee's departure from NTI.

## **8.0 DISCIPLINE**

### **8.1 EMPLOYEE DISCIPLINE**

#### **8.1.1 PURPOSE**

- To establish and maintain a disciplinary process that is fair and equitable to both the employees and NTI; and
- To encourage employees to change unacceptable behaviour and meet standards required by NTI.

#### **8.1.2 DISCIPLINARY ACTION**

When an employee violates this Manual or other applicable NTI policies (including unacceptable conduct or unsatisfactory performance), he or she may be subject to the following disciplinary action:

- verbal warning;
- written warning;
- suspension (without pay);
- demotion (temporary or permanent); and/or
- termination with cause.

Suspensions (without pay) should be applied progressively, but should be appropriate to the offence. Suspensions (without pay) shall not last for more than one (1) week.

A demotion is a transfer of an employee to a lower-paid position, either temporarily or on a permanent basis. A temporary demotion may be for a fixed period, which should not be longer than six (6) months.

Where appropriate and warranted, NTI may terminate the employment of an employee with cause immediately, without notice.

#### **8.1.3 PROGRESSIVE DISCIPLINARY PROCESS**

Whenever appropriate, the following progressive disciplinary process should be followed unless the misconduct is very serious and requires immediate disciplinary action:

(1). Verbal Warning

The supervisor discusses the seriousness of the behaviour with the employee and explains its impact on NTI and other employees. The supervisor also informs the employee of the consequences of repeating the unacceptable behaviour.

(2). Written Warning

If the behaviour occurs again, the employee will be provided with a written warning, which will state that if the employee repeats the unacceptable behaviour, the employee may be suspended, demoted or terminated with cause. The written warning will be added to the employee's personnel file.

(3). Suspension or Demotion

If the behaviour continues after the written warning, the employee may be suspended without pay for up to one (1) week, or be demoted. The employee will also be provided with a warning that if he or she repeats the unacceptable behaviour, he or she may be terminated with cause.

(4). Termination

If the behaviour continues, the employee's employment may be terminated with cause.

## **8.2 ABANDONMENT OF POSITION**

### **8.2.1 PURPOSE**

To ensure that a termination of employment with cause based on a Declaration of Abandonment of Position is documented and conducted in a manner that is fair and equitable to both the employee and NTI.

### **8.2.2 PROVISIONS**

A departmental director may declare Abandonment of Position if an employee has been absent from work without approved leave for more than five (5) consecutive working days and has no intention of returning to work. This process may be initiated with or without other disciplinary actions.

After missing two (2) or more consecutive working days, the supervisor must make verbal and written attempts to communicate with the employee to determine the reason for the absence and to ascertain the employee's intention on returning to work. After missing five (5) consecutive working days and the supervisor is still unsuccessful in establishing communication with the employee, the responsible departmental director may present the Director of Human Resources with a Declaration of Abandonment of Position. The Declaration shall be accompanied by documentation of the attempts made to contact the employee.

Upon receiving the Declaration, the Director of Human Resources may prepare a notice of termination with cause to take effect upon approval by the Chief Executive Officer. NTI will attempt to deliver a copy of the notice to the employee where possible.

## **9.0 EMPLOYEE DEPARTURES**

### **9.1 RETIREMENT**

#### **9.1.1 PURPOSE**

To treat retiring employees with respect, dignity and sensitivity, and to provide financial planning and other counselling to those employees.

#### **9.1.2 PROVISIONS**

Retirement at any age is not mandatory within NTI. Retirement refers to a permanent, voluntary withdrawal of an employee from the workforce.

NTI provides retirement benefits in the form of pension contributions to all employees.

If an employee has worked for NTI for longer than ten (10) years and is considering retirement, NTI will provide retirement planning assistance. This assistance shall be made available well before retirement so that the employee has the opportunity to prepare, physically, mentally and financially, for the change.

### **9.2 RESIGNATION**

#### **9.2.1 PURPOSE**

To deal with an employee's resignation in a respectful manner.

#### **9.2.2 NOTICE REQUIREMENT**

An employee must notify his or her supervisor in writing of his or her intention to resign at least two (2) weeks before leaving his or her position.

#### **9.2.3 RESIGNATION PAY**

NTI shall pay to an employee who resigns:

- (i). An amount equal to all vacation and cultural leave days earned but not taken;
- (ii). Any salary and benefits owing up to the date that the employee is advised of the termination; and
- (iii). Where applicable, Relocation and Moving Allowance.

### 9.3 DEPARTURE BY AGREEMENT

#### 9.3.1 PURPOSE

To provide a means to end the employment relationship in a respectful and amicable manner.

#### 9.3.2 PROVISIONS

NTI and the employee may, at any time in writing, agree that the employee will cease employment with NTI.

In such event, the employee shall continue to accrue and receive the employee's salary and benefits to the date of termination, in addition to any other amounts agreed upon by the parties.

### 9.4 TERMINATION WITHOUT CAUSE

#### 9.4.1 PURPOSE

To ensure that a termination of employment is documented and conducted in a manner that is fair and equitable to both the employee and NTI.

#### 9.4.2 NOTICE REQUIREMENT

The employment of an employee can be legally terminated without cause provided that notice is provided to the employee, or the employee is paid in lieu of notice.

The following notice, or pay in lieu of notice, will be provided to the employee where NTI terminates employment without cause. The notice applies to term and temporary employees.

<b>Length of Employment</b>	<b>Period of Notice/Termination Pay</b>
Up to 90 days	No notice required
90 days to 6 months	2 weeks
6 months to 1 year	4 weeks
1-3 years	8 weeks
3-5 years	12 weeks
5-10 years	16 weeks, plus 2 weeks for each year of service over 5 years
More than 10 years	16 weeks, plus 3 weeks for each year of service over 5 years

## **10.0 CONFLICT RESOLUTION**

### **10.1 COMPLAINTS AND GRIEVANCES**

#### **10.1.1 PURPOSE**

- To resolve employee complaints through fair and objective means;
- To provide procedures for resolving conflict within NTI; and
- To provide a mechanism through which employees may suggest improvements to policy, procedures or conditions of work.

#### **10.1.2 COMPLAINTS AND GRIEVANCES**

Employees are encouraged to express their concerns or dissatisfaction with NTI policies and practices, and identify any processes which could be improved.

As used in this section, a complaint refers to a statement from employees expressing dissatisfaction with NTI policies, regulations, practices or working conditions. A grievance refers to a charge that NTI policies, regulations and practices have been applied incorrectly, unfairly or in a discriminatory manner.

#### **10.1.3 PROCEDURES**

If an employee makes a verbal or written complaint or a grievance, the following steps will be followed:

- (1) The supervisor and employee discuss the complaint or grievance within two (2) days of the complaint or grievance being stated.
- (2) If the supervisor and employee cannot resolve the conflict, the supervisor informs his/her departmental director of the situation. The departmental director discusses the conflict with the employee and supervisor within five (5) days of receiving this notification.
- (3) If the departmental director and employee cannot resolve the conflict, the director will inform the Chief Executive Officer of the situation. The Chief Executive Officer discusses the conflict with the employee, supervisor and appropriate departmental director within five (5) days of receiving this notification.
- (4) If the Chief Executive Officer and employee cannot resolve the conflict, the Chief Executive Officer informs the Executive member responsible for policy within the department, and provides all documentation. The Executive member will attempt to resolve the complaint or grievance within ten (10) days of this notification.
- (5) If the employee is not satisfied with the decision of the Executive member, he or she may appeal the decision to the Executive Committee.

#### **10.1.4 OUTCOME**

At any stage in this process, the outcome may be an agreement to recommend a change in policy, practice or working condition. If appropriate, the supervisor, Chief Executive Officer or Executive member may forward the recommendation in writing to the authority that can make the change.

## **11.0 EMPLOYEE RECORDS**

### **11.1 PERSONNEL RECORDS**

#### **11.1.1 PURPOSE**

- To ensure that accurate, complete and current employee records are kept, as required by federal legislation and NTI's administrative needs; and
- To ensure that employee information is kept confidential.

#### **11.1.2 PERSONNEL FILES**

NTI will ensure that personnel files are complete, accurate and current, and that their confidentiality is safeguarded at all times.

The Director of Human Resources will maintain personnel files for each employee.

The files will contain information required under federal legislation and necessary to manage human resources effectively.

#### **11.1.3 ACCESS**

Access to information in the personnel file is on a need-to-know basis only.

Only individuals with legitimate reasons can have access to the file, and these individuals may only access information to the extent of their legitimate need.

Employees have a right to see all contents of their file at any time and to photocopy any material on file in the presence of a staff member of the Human Resources Department. Employee files shall not be removed from safe keeping without written approval of the Director of Human Resources.

## **12.0 EMPLOYEE WELLNESS**

### **12.1 EMPLOYEE ASSISTANCE**

#### **12.1.1 PURPOSE**

To help NTI employees identify and take advantage of professional help in dealing with personal problems that affect their job performance or their ability to be at work.

#### **12.1.2 PERSONAL ISSUES**

NTI recognizes that there are many personal issues that may prevent employees from properly performing their job or being at work.

These problems may include alcohol abuse, marital problems, family problems, employee, spouse or other family member illness, financial or legal problems, etc.

#### **12.1.3 PROVISIONS**

When possible, supervisors support employees experiencing personal difficulties by offering temporary flexible work arrangements, additional short-term support for the employee, and time off to seek assistance.

The employee is responsible for dealing with any personal problems so that his or her work performance returns to a satisfactory level. The employee's decision to seek assistance shall not affect the employee's job security.

NTI expects its employees to commit themselves, in good faith, to seeking professional assistance, when necessary, to deal with personal problems when such problems negatively impact on their job performance or their ability to be at work for an extended period of time.

Sick leave, medical travel leave and special leave are available for employees with authorized leave so the employee can be medically assessed or treated.

NTI will not cover payment to counselors (such as psychologists or social workers) or travel costs related to the assessment or treatment. Assistance for their fees may be available from the Governments of Canada or Nunavut. In exceptional circumstances and with approval of the Chief Executive Officer, NTI may pay travel costs (transportation and accommodation only) for an employee's assessment or treatment outside his or her place of resident for up to two (2) trips.

#### **12.1.4 EMPLOYEE STATUS WHILE RECEIVING TREATMENT**

Employees on leave for treatment accumulate seniority throughout the leave.

Upon returning to work, they are re-instated to their former position or are given a comparable position with at least the same salary and benefits in the same location.

## **12.2 REASONABLE ACCOMODATION**

NTI provides reasonable accommodation to employees who possess characteristics described in the Human Rights Act, unless such accommodation would produce undue hardship (e.g. prohibitive costs to NTI or risk to public safety).

## **12.3 ANTI-HARASSMENT POLICY**

### **12.3.1 PURPOSE**

To provide a safe and harassment-free work environment.

### **12.3.2 HARASSMENT**

Harassment can consist of a single incident or several incidents over a period of time. It can take many forms, such as:

- threats, intimidation, or verbal abuse;
- unwelcome remarks about subjects like race, religion, disability or age;
- displaying sexist, racist or other offensive pictures or posters;
- sexually suggestive remarks or gestures;
- unnecessary physical contact; or
- physical assault, including sexual assault.

“Sexual Harassment” is any action that degrades, humiliates or embarrasses a person. It includes but is not limited to:

- touching or eyeing a person in a sexual way;
- inquiring about a person’s sexual life;
- persistently asking a person out for a date after having been refused;
- displaying offensive pictures or materials;
- sending someone sexually suggestive letters or messages;
- telling a person he/she is not suited for a particular job because of his/her sex;
- verbal or written abuse or threats; or
- unwelcome comments, jokes, slurs, and taunts about a person’s body or appearance based on sex.

No member of the board of directors, employee, or client of NTI has to tolerate any form of harassment. Similarly, no one has the right to harass any one, at any time, at work or in any work related situation.

### **12.3.3 RIGHTS AND RESPONSIBILITIES**

- (1) Every employee has the right to work in a harassment free environment.

- (2) Every employee has the responsibility to treat co-workers and clients with due consideration and respect.
- (3) Every employee has the right to stop offending, humiliating or degrading behavior by co-workers, clients or members of the public.
- (4) Every employee has the right to speak up or report the incident when he or she sees another person or co-worker being harassed or harassing someone else.
- (5) All management personnel have a responsibility to prevent harassment at work or in any work related situation.
- (6) Supervisors must take appropriate measures to prevent harassment or when it does happen, to prevent its recurrence and to protect the complainant and witnesses from retaliation.

#### **12.3.4 COMPLAINT PROCEDURE**

##### **A. If you are being harassed**

- (1) If you are being harassed, the first thing to do is to let the harasser know that you find their remarks or behavior demeaning or bothersome.
- (2) The person who is a target of unwelcome sexual attention should make notes of the bothersome behavior and their attempts to stop it. They are advised to keep track of the date, time and place of the incidents, the names of witnesses and the details of conversations.
- (3) If the harassment persists or if you are unable or unwilling to confront the harasser directly, speak to your immediate supervisor. Your supervisor may speak up on your behalf (if you consent) or suggest mediation. Mediation works only if all sides agree to participate in the process. If mediation is not possible, you will be asked to file a formal complaint.
- (4) Upon receipt of a formal complaint, NTI will immediately investigate the complaint by a specially trained person from within or outside NTI. The investigator will interview the complainant, the alleged harasser and any witnesses. All employees are expected to cooperate with the investigation of a complaint and assist with any efforts to solve the problem.

##### **B. If you are “accused”**

- (1) If you are accused of harassment, take a careful look at your behavior. It may be that you have unintentionally offended or humiliated another person. If so, you are responsible for changing your behavior. You may also want to apologize.
- (2) Where someone complains about your behavior, keep notes of your conversations and your version of the alleged harassment. Record the times, dates, places and

names of any witnesses.

- (3) If an informal settlement of the complaint is not possible, you can ask for mediation or you can agree to it if it is proposed.
- (4) In the case of a formal complaint about your behavior you will have to participate in the investigation.

### **12.3.5 INVESTIGATION PROCESS**

The investigation will usually start at the request of the complainant. However, the alleged harasser may also request an investigation. In unusual situations, the Chief Executive Officer may start an investigation on his or her own initiative.

The Chief Executive Officer will appoint an investigator within three (3) days of receiving the request. The investigator will begin the inquiry as soon as reasonably practical.

If the complainant withdraws the complaint before the investigation is completed, the investigation may continue, depending on the evidence that has emerged by then.

At the beginning of the investigation, the investigator will inform the parties of their rights to procedural fairness and natural justice. Specifically, the right to:

- be informed of the complaint;
- be given a copy of the written allegations and the opportunity to respond to them;
- have the complaint investigated promptly without fear of reprisal;
- be accompanied by a person of your choice during the process;
- be advised periodically of the progress of the investigation;
- be informed of any corrective steps taken by the Chief Executive Officer;
- confidentiality and fair treatment; and,
- an interpreter, if required.

### **12.3.6 STANDARD OF PROOF**

Initially, the complainant has the onus to establish that the alleged behavior did occur and that it constitutes either sexual or work-place harassment.

Once the above presumptions of fact have been established, the burden of proof shifts to the alleged harasser. He or she must prove with some evidence that the alleged incidents did not occur, or that they do not constitute harassment of any kind.

The standard of proof used by the investigator will be that of a “reasonable person’s” approach or the “balance of probabilities” based on the preponderance of evidence.

### **12.3.7 REMEDIES FOR THE VICTIM**

NTI will make every reasonable effort to remedy the effects of the discrimination.

A person who has been found to be harassed may receive one or more of the following remedies:

- an oral or written apology from the harasser;
- lost wages;
- a job or promotion that was denied;
- compensation for any lost employment benefits, such as sick leave;
- compensation for hurt feelings; and/or
- a commitment that he or she will not be transferred, or will have a transfer reversed, unless he or she chooses to move.

No record of the complaint, investigation or decision will go in the complaint's personnel file, if the complaint was made in good faith. Any unfavorable work review that was placed in the complainant's personnel file because of the harassment will be removed from the file.

### **12.3.8 CORRECTIVE ACTION FOR HARASSER**

An employee who has been found to have harassed another person will be subject to one or more of the following forms of discipline in accordance with the procedures set out in the Human Resources Manual:

- a written reprimand;
- a suspension without pay;
- a transfer, if it is not reasonable for the people involved to continue working together;
- a demotion; or
- termination with cause.

If the investigation does not find evidence to support the complaint, there will be no documentation concerning the complaint placed in the file of the alleged harasser.

When the investigation reveals harassment occurred, the incident and the discipline which is imposed on the harasser will be recorded in the harasser's file.

### **12.3.9 UNSUBSTANTIATED COMPLAINT**

If a complaint is made in good faith but the harassment is not proven, there will be no penalty to the person who complained, and no record in her or his file.

In the rare event that the complaint is made in bad faith - in other words, the person making it had absolutely no basis and deliberately and maliciously filed the complaint - that person will be disciplined and a record of the incident will be put in her or his file.

Penalties for someone who complains in bad faith will be the same as for a case of harassment.

### **12.3.10 RETALIATION**

Retaliation is considered a serious disciplinary breach.

Anyone who retaliates in any way against a person who has complained of harassment, given evidence in a harassment investigation, or been found guilty of harassment, will themselves be considered guilty of harassment and penalized accordingly.

The possible penalties are the same as those assessed against harassers.

#### **12.3.11 INVESTIGATOR'S REPORT**

The investigator will submit a written report to the Chief Executive Officer within fourteen (14) days of his or her appointment.

The report will describe the nature of the complaint, the evidence and names of witnesses, suggest any possibilities for resolving the problem and recommend a course of action by NTI.

The Chief Executive Officer will at the earliest opportunity inform the complainant and the harasser of the results of the investigation and decisions on any corrective or disciplinary actions.

#### **12.3.12 APPEAL**

If either party to the complaint is not satisfied with the outcome of the investigation or the subsequent decisions by the Chief Executive Officer, he or she may appeal to the Executive Committee within thirty (30) days of receiving the Chief Executive Officer's decision.

The Executive Committee will then have ten (10) days to respond to the appeal with a final decision.

Should either party not be happy with the final decision, and the original complaint was one that is under the Prohibited Grounds section of the federal or territorial Human Rights Acts, then that individual has the opportunity to file a complaint with the Nunavut Human Rights Tribunal or Canadian Human Rights Commission.

#### **12.3.13 CONFIDENTIALITY**

NTI will not disclose a complainant's or alleged harasser's name, or any circumstances related to a complaint, to anyone, except as necessary to investigate the complaint or take disciplinary actions related to the complaint, or as required by law.

Employees involved in a complaint are reminded to keep all information confidential, except in the above circumstances. All information received by the investigator will be treated with strict confidence. It will be disclosed only to the extent necessary to complete the investigation.

## **13.0 OCCUPATIONAL HEALTH AND SAFETY**

### **13.1 WORKPLACE HEALTH AND SAFETY**

#### **13.1.1 PURPOSE**

The objective of this Workplace Health and Safety Policy is to:

- Promote a safe and healthy workplace for NTI staff;
- Reduce, minimize and prevent incidences of occupational injuries and illnesses;
- Ensure NTI has proper processes and procedures in place to respond to incidences, accidents, injuries, diseases and illnesses; and
- Ensure full compliance of all applicable legislation regarding workplace health and safety.

#### **13.1.2 APPLICATION**

Except as otherwise provided, this policy applies to all NTI offices and employees.

This policy applies to elected political representatives of NTI, with the same safety protection, rights and remedies that are available to any NTI employee.

This policy applies while employees or elected political representatives are on duty travel.

#### **13.1.3 PROVISIONS**

NTI recognizes the importance of providing a safe and healthy work place for its employees and full compliance of all applicable legislation regarding workplace health and safety.

All supervisors and employees must take all reasonable precautions to make sure that they and their fellow employees are working in safe conditions in all NTI offices.

Employees shall not engage in any behaviour in NTI offices that may endanger the health and safety of themselves or others.

NTI will make it a priority to provide workplace health and safety training to all employees on a regularly basis.

#### **13.1.4 IMPLEMENTATION**

The Chief Executive Officer shall establish guidelines, protocols, processes and procedures to implement this policy and to ensure that the objectives of this policy are fulfilled.

#### **13.1.5 MONITORING**

The Department of Human Resources will be responsible for monitoring organizational performance and compliance on occupational health and safety.

A Workplace Health and Safety Committee shall be established in each of NTI offices. Members of the Committees shall consist of representatives from both the management and employees. The Committees will provide suggestions and recommendations to the Department of Human Resources including presenting any health and safety concerns or issues that employees may have within their workplaces.

The Department of Human Resources shall establish budgets for the Committees to ensure their full functions.