

**REGULATIONS TO BETTER PROVIDE FOR THE ADMINISTRATION OF THE
EMPLOYEES DIVISION OF THE NUNATSIAVUT CIVIL SERVICE BY
ESTABLISHING A SUB-DIVISION FOR EMPLOYEES AND A SUB-DIVISION FOR
TEMPORARY AND CASUAL EMPLOYEES AND SETTING THE CONDITIONS OF
EMPLOYMENT FOR EACH-SUBDIVISION (2017)**

The Treasurer of Nunatsiavut, acting under section 37 of the *Nunatsiavut Civil Service Act* and with the approval of the Nunatsiavut Executive Council is pleased to enact the following regulations:

Short Title

1

These regulations are the *Employees Division Regulations (2017)*.

Authority

2

These Regulations are made under section 37 of the *Civil Service Act*.

Interpretation

3

(1) Unless the context otherwise requires, terms used in these regulations have the same meaning as in the *Civil Service Act*.

(2) In these Regulations:

“Employee” means an employee in the employees division of the Nunatsiavut Civil Service as defined and established under section 11 of the *Civil Service Act*;

“Employees Policy Manual” means Annex 1 to the *Employees Division Regulations (2017)*;

“Temporary and Casual Employee Policy Manual” means Annex 2 to the *Employees Division Regulations (2017)*.

Classification of Employees into Sub-divisions

4

- (1) All employees shall be classified as being either (a) regular or (b) temporary and casual.
- (2) Regular employees shall be employed subject to and in accordance with the Employees Policy Manual.
- (3) Temporary and Casual Employees shall be employed subject to and in accordance with the Temporary and Casual Employee Policy Manual.

Employee Policy Manual

5

The provisions of the Employee Policy Manual annexed to these regulations as Annex 1 are hereby enacted under section 37 of the *Civil Service Act* and incorporated into these regulations for purposes of subsection 4(2).

Temporary and Casual Employee Policy Manual

6

The provisions of the Temporary and Casual Employee Policy Manual annexed to these regulations as Annex 2 are hereby enacted under section 37 of the *Civil Service Act* and incorporated into these regulations for purposes of subsection 4(3).

Repeal of Employees Division Regulations (2007)

7

The *Employees Division Regulations (2007)*, are repealed.

Effective Date

8. These regulations shall be deemed for all purposes to have come into effect on August 3, 2016.



NUNATSIAVUT
kavamanga Government

NUNATSIAVUT CIVIL SERVICE

Permanent Full-time and part-time Employee Policy Manual

Updated September, 2016

Founding Principles of the Labrador Inuit Constitution

The Labrador Inuit Constitution and Labrador Inuit political, social, cultural and economic institutions under the Labrador Inuit Constitution are founded on the following principles:

- (a) the existence of the Inuit of Labrador as a distinct people whose identity is based on ties of kinship, a shared language, common customs, traditions, observances, practices and beliefs, a special relationship to and control over our ancestral territory, a common history, and our own political, social, cultural and economic institutions;
- (b) the need to protect and advance Labrador Inuit aboriginal and treaty rights, including rights to language, culture, land and resources, and rights of self-government;
- (c) recognition of the human dignity of the Labrador Inuit, the pursuit of equality for the Labrador Inuit as a distinct aboriginal people of Canada, and the advancement of the human rights and freedoms of the Labrador Inuit;
- (d) the need to maintain and strengthen the relationship of the Inuit of Labrador to the land, sea, waters, resources, plants, animals, birds and fish of our ancestral territory, Nunatsiavut;
- (e) acknowledgement that the Labrador Inuit have a special responsibility to use and enjoy Nunatsiavut and its renewable and non-renewable resources with care and respect, without greed or waste and as stewards for future generations;
- (f) respect for the continuity, integrity and development of Labrador Inuit families and acknowledgement that every Labrador Inuit family is responsible for the well being, guidance and conduct of its members;
- (g) recognition that the Inuit of Labrador share responsibility for the well being, safety, security, good conduct, and freedom of all members of Labrador Inuit society and share a particular responsibility for the protection and well being of Labrador Inuit children, Labrador Inuit elders and those members of Labrador Inuit society who may be vulnerable or helpless;
- (h) recognition that the ancestral language of the Inuit of Labrador is Inuttut, that it is the right of every Labrador Inuk to use Inuttut in personal and community life and in official transactions and business and that every Labrador Inuk has a responsibility to teach Inuttut and Inuit culture and customs to Inuit children and provide them with guidance and a sense of belonging within Labrador Inuit culture and society;
- (i) the belief that each Labrador Inuk enjoys his or her individual identity and individual rights as an Inuk as a result of their membership in Labrador Inuit society;
- (j) recognition that within Labrador Inuit society every Inuk is entitled to the same rights and freedoms that all Canadians have under the *Canadian Charter of Rights and Freedoms*;
- (k) the guarantee that Labrador Inuit men and women are equal in rights, freedoms and dignity;

- (l) the belief that every Labrador Inuk has a responsibility to be a self-determining, self-sustaining, productive, and contributing member of Labrador Inuit society in accordance with his or her abilities, to be truthful, to contribute to the good governance of Labrador Inuit society, and to accept responsibility for, and to rectify, any harm that he or she may have caused;
- (m) the requirement that the leaders and representatives of the Labrador Inuit must be democratically chosen by the Labrador Inuit in regular elections and must be accountable to the Labrador Inuit through a system of democratic government that ensures accountability, responsiveness and openness;
- (n) the understanding that the status, powers and functions granted to leaders and representatives of the Inuit of Labrador are entrusted to them for the benefit of all Inuit of Labrador in the expectation that leaders and representatives of the Inuit of Labrador will lead lives deserving of respect, be respectful and considerate of all people, give guidance, act wisely, fairly and surely in the exercise of their powers, seek balance and agreement in their decisions, avoid conflict, and serve without showing favour or prejudice and without pursuing personal gain;
- (o) the requirement that the structures and proceedings of Labrador Inuit political, social, cultural and economic institutions be accessible, open and responsive to the Labrador Inuit;
- (p) the need to structure Labrador Inuit political, social, cultural and economic institutions so that executive authorities do not exercise disproportionate power;
- (q) the belief that decision making by Labrador Inuit political, social, cultural and economic institutions should promote participation by Labrador Inuit individuals and organizations, seek cooperation and consensus, and consider dissenting opinions, the views of minorities and the possible consequences of the decision for all Inuit of Labrador;
- (r) the conviction that Labrador Inuit political, social, cultural and economic institutions exist to consider and provide for Labrador Inuit culture, Labrador Inuit distinctiveness and the aspirations of Labrador Inuit by making policies and laws that meet Labrador Inuit needs, reflect Labrador Inuit culture, customs, traditions, observances, practices and beliefs, and strengthen the relationship between Labrador Inuit and Nunatsiavut;
- (s) the belief that the freedoms and aspirations of the Labrador Inuit and the ability of Labrador Inuit political, social, cultural and economic institutions to advance those freedoms and aspirations will be enhanced and expanded through Labrador Inuit self-sufficiency and fiscal independence;
- (t) the understanding that Labrador Inuit political, social, cultural and economic institutions must have the freedom to evolve in their own way in accordance with the spirit, principles and standards of the Labrador Inuit Constitution;
- (u) the requirement that laws and policies of Labrador Inuit political, social, cultural and economic institutions must be expressed in plain language that can be easily understood by all Inuit of Labrador and are to be published in English and Inuttut;

- (v) the recognition that Labrador Inuit are one of the circumpolar Inuit peoples and share with other Inuit the Arctic environment and ties of language and culture and that, therefore, Labrador Inuit political, social, cultural and economic institutions must maintain and strengthen the bonds between Labrador Inuit and other circumpolar Inuit peoples and promote arrangements for mutual cooperation and development with their governments and institutions;
- (w) the recognition that people other than Labrador Inuit live in Nunatsiavut, that Nunatsiavut is a part of the Canadian federation and that, therefore, Labrador Inuit political, social, cultural and economic institutions must develop policies that embrace pluralism within Nunatsiavut and in dealings with other peoples and their governments;
- (x) the recognition that the Inuit of Labrador have experienced change, new ideas and new technologies which we have integrated into our culture and way of life and, therefore, Labrador Inuit political, social, cultural and economic institutions must maintain and develop policies and ideas that address innovation and the adaptation of new ideas and technologies in ways that are appropriate to Labrador Inuit needs, values and aspirations;
- (y) acknowledgement of the rule of law.

Table of Contents

1.	Introduction.....	9
A.	General.....	9
B.	Definitions.....	9
C.	Application.....	10
D.	Amendments.....	10
2.	Code of Conduct.....	11
A.	Reporting to Management.....	11
B.	Outside Employment or Interest.....	11
C.	Acceptance of Gifts.....	12
D.	Relationships.....	12
E.	Dealing with Public.....	12
F.	Smoke Free Workplace.....	12
3.	Confidentiality.....	13
A.	Purpose	13
B.	Policy	13
C.	Client Information.....	13
D.	Oath of Office/Affirmation of Office.....	14
E.	Media/General Public.....	14
F.	Employment	14
4.	Hours of Work.....	15
A.	Regular Hours of Work.....	15
B.	Flexible Hours of Work.....	15
C.	Additional hours.....	15
D.	Overtime.....	15
E.	Summer hours.....	16
F.	Stand-by.....	16
5.	Attendance.....	17
A.	Register.....	17
B.	Punctuality Requirements.....	17
C.	Reporting Rules.....	17
D.	Consequences for Non-Compliance.....	17
E.	Documentation.....	17
F.	Absenteeism.....	18
G.	Sick Leave Abuse.....	18

6.	Hiring Policy.....	19
A.	Equal Opportunities.....	19
B.	Hiring Procedures.....	19
C.	Provisional Appointments.....	19
D.	Promotions.....	20
E.	Hiring Committee.....	20
F.	Probation Period.....	20
G.	Trial Period.....	20
H.	Performance Appraisals	21
7.	Harassment Policy.....	22
A.	Policy Statement	22
B.	Definition	22
C.	Expectations	22
D.	Complaint Process	24
8.	Corrective Progressive Discipline.....	26
9.	Termination and Resignation	27
A.	Notice.....	27
B.	Severance Pay.....	27
C.	Employer Property.....	27
10.	Complaint Procedure.....	28
11.	Conflict Resolution	29
12.	Payroll and Expenses.....	30
13.	Salary Step Progression.....	31
A.	Service Step Progression.....	31
B.	New Employees Step Progression Placement.....	31
14.	Substitute Positions & Pay.....	32
15.	Transfers.....	33
16.	Salary Review.....	34

17.	Payment to Estate.....	35
18.	Employee Benefits	36
A.	Group Insurance.....	36
B.	Pension Plan.....	36
C.	Other Benefits.....	36
19.	Paid Leave.....	37
A.	Annual Leave.....	37
B.	Hunting, Fishing, Trapping & Gathering.....	37
C.	Religious Holiday.....	37
D.	Bereavement Leave.....	38
E.	Sick Leave.....	38
F.	Family Responsibility Leave.....	38
G.	Adverse Weather.....	39
H.	Request for Leave.....	39
20.	Unpaid Leave.....	40
A.	Pregnancy Leave.....	40
B.	Parental/Adoption Leave.....	40
C.	Political Leave.....	40
D.	Education Leave.....	40
E.	Reserve Forces Leave	41
F.	Compassionate Care Leave	41
21.	Holidays.....	43
22.	Workers' Compensation.....	44
23.	Early & Safe Return-To-Work Policy.....	45
A.	Policy Statement.....	45
B.	Definitions.....	45
C.	Duty to Cooperate	45
D.	Documentation	46
E.	Dispute Resolution.....	46
F.	Health Care Providers.....	46
G.	Functional Abilities.....	46
H.	General.....	46

24.	Substance Abuse.....	47
A.	Policy.....	47
B.	Employee Responsibility.....	47
C.	Employer Responsibility.....	47
25.	Acceptable Email and Internet Use Policy.....	48
A.	Content	48
B.	Security.....	48
C.	Records.....	48
26.	Business Travel.....	49
A.	Expenses.....	49
B.	Accommodations.....	49
C.	Transportation.....	49
D.	Reporting Requirements for Business Travel.....	49
E.	Travel Claims.....	49
27.	Staff Meetings.....	51
	Appendix 1: Policies for Shift Workers & Employees who work flexible hours.....	52
	Appendix 2: Corrective Discipline Policy.....	54
	Appendix 3: Employee Benefits.....	55
	Appendix4: Continuous Operations Workers.....	60
	Appendix 5: Employee Acknowledgement.....	62
	Appendix 6: Oath of Office/Affirmation of Office.....	63

1. INTRODUCTION

A. General

1. The Policies and Procedures in this Employee Policy Manual:
 - a) Apply to all permanent full-time and permanent part-time employees who work and is guaranteed at least thirty-five (35) hours bi-weekly, excluding the management division, of Nunatsiavut Civil Service (NG), unless stated otherwise;
 - b) Form part of the terms and conditions of your employment with NG;
 - c) Are designed to improve the efficiency of Nunatsiavut Government and to enhance the morale of all NG employees;
 - d) Are intended to protect the rights of both the employee and employer; and
 - e) Have been approved by the Nunatsiavut Executive Council (NEC).
2. Employees are encouraged to consult with their immediate Supervisor(s) on matters dealing with the working environment of Nunatsiavut Government.
3. The Treasurer with the assistance of the Director of Human Resources has overall responsibility for personnel management.
4. If any questions arise that are not dealt with in this Manual, or if there is any question about the meaning, application or administration of any matter that is dealt with in this Manual, then such question shall be resolved by the Treasurer.

B. Definitions

For the purposes of this Manual:

1. “Acting” means when an employee substitutes in a higher-level position.
2. “Casual Division” means employees holding positions with Nunatsiavut Government that are not permanent as set out at section 12(1) of the Act respecting the Nunatsiavut Government civil service and employment with the Nunatsiavut Government.
3. “Director” means a senior manager within a department who reports to the Deputy Minister.
4. “Director of Human Resources” means the individual member of the Nunatsiavut Civil Service who is responsible to the Treasurer for personnel management.
5. “Deputy Minister” means a senior civil servant appointed by the President in Council who serves under a Minister as the deputy head or senior manager of a department.
6. “Employees Division” means full-time and part-time positions of employment with the Nunatsiavut Government other than those in the Management Division and the casual jobs division and consists of permanent employees, probationary employees and provisional employees.
7. “Employee” means an employee of the Nunatsiavut Government in the employee job division of the NG:
 - (a) Permanent full-time: An employee who regularly works at least seventy (70) hours bi-weekly.
 - (b) Permanent part-time: An employee who regularly works less than seventy (70) hours bi-weekly.
8. “Employer” or “NG” means Nunatsiavut Government.

9. “Hard to recruit” means positions in which repeated recruitment efforts have been unsuccessful in attracting qualified candidates and have met with the following criteria:
 - (a) Job competitions have been open to all applicants within the previous 18 month period; and
 - (b) The majority of recruitments resulted in fewer than five qualified, eligible, and available applicants over the previous 18 months
10. “Nunatsiavut Executive Council” means the Executive Branch or Cabinet of the Nunatsiavut Government chaired by the President and composed of the President, the First Minister and Treasurer of Nunatsiavut and other Ministers appointed by the President pursuant to Chapter 5 of the Constitution.
11. “LIA” means the former Labrador Inuit Association and its Affiliates.
12. “Manager” means a position that exercises management functions and is responsible for, directs and oversees a work unit.
13. “Minister” means a member of the Executive Council appointed by the President in accordance with the Constitution and the Nunatsiavut Government Organizational Transitional Act.
14. “Merit Principle” means the principle that merit governs the appointment of a person to, and advancement within, the civil service on the basis of qualifications, relative ability, knowledge and skills.
15. “Supervisor” means a position that exercises supervisory functions and is responsible for and directs the work of one or more employees, and includes Professional Supervisors and more senior levels of management as applicable.
16. “Treasurer” means the Treasurer of Nunatsiavut Government appointed by the President pursuant to section 5.1.1(c) of the Labrador Inuit Constitution.

C. Application

1. Each employee shall be given a copy of this Manual when they commence employment with NG.
2. All employees, as a condition of employment, shall be required to sign a written acknowledgement that they agree to be bound by this Employee Policy Manual and any amendments. See Appendix 5 for copy of acknowledgment.

D. Amendments

1. This Manual can be amended at any time by NEC upon thirty (30) days notice to the employees, or earlier if required in the circumstances.
2. Copies of any amendments to this Manual shall be distributed to all employees, via NG Intranet. Notifications of amendments will be emailed to all employees.

2. CODE OF CONDUCT

The reputation of Nunatsiavut Government in the community it serves places high expectations upon its integrity. Nunatsiavut Government's reputation is, in turn, dependent upon the integrity and sense of responsibility of NG's employees in whom great trust rests. The way in which that trust is discharged determines the success of Nunatsiavut Government and the place of pride which it enjoys in the communities.

It is not possible to state a set of rules that would codify proper behavior in every situation. To provide assistance and direction, guidelines have been developed which define the philosophy and code of conduct NG employees must consistently maintain. It is imperative that a high standard of ethical, moral and legal conduct be evidenced in all of our practices.

This code of conduct shall in no way relieve any employee from complying with all applicable laws, statutes, regulations, by-laws, rules or lawful instructions of Nunatsiavut Government.

A. Reporting to Management

1. All employees have a duty to report knowledge of any:
 - (a) Situation which might adversely affect Nunatsiavut Government's reputation,
 - (b) Conflict of interest, or
 - (c) An improper practice.
2. Reports should be submitted to a member of the management division in writing.
3. Improper practice means any illegal, fraudulent, dishonest, negligent, improper, unsafe or unethical action or omission by an employee.
4. Conflict of Interest means any situation or activity where an employee's personal or private interests or considerations (including the interests and considerations of family member (as defined in subsection D4) affect, or can reasonably be perceived to affect the employee's judgment in acting in the best interest of NG; and/or any situation or activity where an employee participates in decision-making, where the employee ought reasonably to know that there is the opportunity to benefit himself or herself (or family member as defined in subsection D4) improperly, directly or indirectly.

B. Outside Employment or Interest

1. Employees may pursue supplementary employment, including self-employment, or volunteer work outside NG, provided such employment or interest does not:
 - (a) Place them in a conflict of interest with their duties and obligations to NG,
 - (b) Interfere with performing regular duties for NG, or
 - (c) Involves the use of NG's premises, equipment, or supplies, unless such use is authorized.
2. Employees shall not accept monetary or other in-kind payment or benefit from any third party in respect of the employee's work with NG.
3. Employees, with the consent of the Deputy Minister, may teach courses at institutions during normal working hours, provided that:
 - (a) Acceptable arrangements can be made for the employee to perform all regular duties,
 - (b) Course preparation and marking is done on the employee's own time, and
 - (c) There is no other conflict or interference with NG's operations.

4. Any employee who has any direct or indirect ownership, interest, or profit participation in outside business enterprise that has or may have dealings with Nunatsiavut Government shall immediately disclose such interest in writing to the Deputy Minister. The President, First Minister, Minister and Treasurer shall discuss with the Executive Council.

5. Any employee who sits on a Board or Committee that is not part of their duty as an employee of the Nunatsiavut Government must take leave from their duties to the NG or that time period.

C. Acceptance of Gifts

1. An employee shall not accept a gift in the course of their employment, other than the normal exchange of hospitality between persons doing business together, tokens exchanged as part of protocol, or the normal presentation of gifts to persons participating in public functions.
2. Any gifts that exceed a value of \$250 must be reported to the Nunatsiavut Government even if they are considered a normal exchange of gifts.

D. Relationships

1. Employees should always avoid situations where a conflict of interest may occur or where inappropriate behavior and working relationships may result in claims of favoritism or harassment.
2. NG does not prohibit the hiring of employees' relatives. However, NG will endeavor whenever possible to ensure that employees may not be hired and or transferred into a position in which they will be working directly for or supervising a relative or in positions that may influence an employee's salary, career plans, or other human resource programs.
3. Employees who exercise a regulatory, inspectional, or other discretionary function over a person with whom they have a relationship shall, wherever possible, disqualify themselves from dealing with that relative with respect to those functions.
4. Relationship, relative or family member means a spouse (including common law-spouse), parent, child, brother, sister, grandparent and in-laws.

E. Dealing with Public

1. Employees must maintain a neat and presentable appearance with dress and active wear to reflect the nature of the position.
2. All dealings with other employees, customers, clients and the general public must be conducted in a professional and courteous manner and in accordance with established NG policies.
3. Supervisors have the authority to codify suitable attire.

F. Smoke-Free Workplace

1. NG is dedicated to providing a healthy and comfortable working environment for all of its employees. This includes enforcing a smoke-free workplace. Second-hand smoke is considered to be a health hazard and therefore will be removed from the workplace. Smoking is permitted outside of NG places of work, away from the entrance to the premises.

3. CONFIDENTIALITY

A. Purpose

1. To ensure confidentiality for Nunatsiavut Government, its constituents, customers, clients, suppliers, and employees is maintained.

B. Policy

1. Confidential Information about Nunatsiavut Government, its constituents, clients, suppliers, or employees should not be divulged to anyone, except persons who are authorized to receive such information. When the employee is in doubt as to whether certain information is confidential, no disclosure should be made without first asking appropriate management personnel. This basic policy of caution and discretion in handling of Confidential Information extends to both external and internal disclosure.
2. All Confidential Information remains the property of Nunatsiavut Government and will not be disclosed to any person other than for purposes and benefit of Nunatsiavut Government. Employees will not use any Confidential Information for his/her own purposes or for purposes other than those of NG.
3. All employees must sign an oath of office or affirmation agreeing to retain all Confidential Information in the strictest confidence and prevent access to it, a copy of which is attached in Appendix 5. Under no circumstances will s/he disclose Confidential Information during employment or following termination of employment.
4. "Confidential Information" includes confidential or proprietary information or trade secrets in whatever form, both existing and contemplated, including without limitation:
 - (a) Customer and client information and personal data;
 - (b) Medical, health and client records;
 - (c) Client and employment information in Sections 3 C and F;
 - (d) Supplier and supplier strategies or methods;
 - (e) Actual and potential client services, needs and requirements not publicly available;
 - (f) Business and financial records;
 - (g) Scientific and research information;
 - (h) Proprietary knowledge and data, trade secrets and confidential methods of operations; and all other Confidential Information which belongs to Nunatsiavut Government, it's constituents or its clients, suppliers or employees (collectively, the "Confidential Information")

C. Client Information

1. All information in an individual's file or learned about an individual is privileged and confidential information. The right of every individual to privacy should be recognized and protected to the greatest extent possible.
2. Employees are entrusted with information regarding the people they serve, their families and Nunatsiavut Government, and employees are expected to maintain complete confidentiality regarding such information relating to the above.
3. No verbal or written material about an individual receiving services from NG will be released without his/her written permission or the permission of the family/advocate. No material that NG receives from other sources about a person can be forwarded without their written permission. Information or reports received from other agencies can only be released by the originating agency.
4. No client files may be removed from the administration office or any other work site. Copies can be made of information requested by clients or legal guardians.
5. When releasing any information the following guidelines must be followed:

- (a) Information contained in an individual's record or learned about the individual should not be transmitted directly to any members of the staff or to students or volunteers who are not involved in the individual care or program. Such information should only be transmitted by authorized/supervisory staff who should screen the information requested and transmit only that which is required and appears justified.
- (b) There must be a clearly justifiable and documented purpose for obtaining, storing, and releasing information to a person other than to the subject of the information.
- (c) The informed consent in writing, whenever possible, of every individual should be a requirement prior to the release of personally identifiable information about him/her, except where such release is required by law.
- (d) Individuals shall have access to personally identifiable information about themselves.
- (e) Employees shall ensure that reasonable measures to prevent unauthorized access to the records are defined, documented and put into practice.

D. Oath of Office or Affirmation of Office

- 1. All Employees shall complete the Oath or Affirmation of Office in accordance with Appendix 6.

E. Media/General Public

- 1. An employee may engage in public awareness campaigns, program promotion and community activities as part of the normal course of the duties of his/her position. All other public or media related communications must first receive authorization. A Deputy Minister in conjunction with a Minister shall provide appropriate authorization. Employees are encouraged to consult with his/her Supervisor to seek direction to ensure compliance with this policy. Failure to seek authorization may result in disciplinary action, which may include suspension or termination.

F. Employment

- 1. The confidentiality of employee information shall be maintained at all times.
- 2. The release of any employment information, including references, on an employee will only be done by the Human Resources Division following a request from the employee concerned and such information will be provided to the employee in writing on Nunatsiavut Government letterhead, or as otherwise directed by the employee.
- 3. All personnel files are kept by the Human Resource Division of NG. All personnel records are kept in archives for a period of seven years.
- 4. On giving at least three (3) working days notice, an employee will have access to their personnel file in the presence of a representative from the Human Resource Division.

4. HOURS OF WORK

A. Regular Hours of Work

1. The regular hours of work are seven (7) hours a day, thirty-five (35) hours a week, Monday to Friday, and a one (1) hour unpaid lunch period. As operational requirements permit, there is a fifteen (15) minute paid break in the morning and afternoon.
2. The regular office hours for NG are 8:30 a.m. to 12:00 Noon and 1:00 p.m. to 4:30 p.m. Atlantic time. An employee with longer commuting times to and from work may be permitted by NG, to take a thirty (30) minute lunch period and finish at 4:00 p.m.

B. Flexible Hours of Work

1. It is recognized that certain positions within the NG are required to work flexible hours of work allowing for assigned daily start and finish times which may vary from day to day within limits established by the Supervisor, to a maximum of seventy (70) hours bi-weekly. The days of rest may be other than Saturday and Sunday.
2. The flexible hours of work arrangement shall be recorded by NG. Flexible hours of work shall be arranged with a view to minimizing or eliminating overtime. Flexible hours must be used within one week.

C. Additional Hours

Time worked in excess of thirty-five (35) hours weekly to a maximum of forty (40) hours weekly ("additional hours") must be approved in advance by the employee's immediate Supervisor or designate and shall be compensated for as time off at the rate of straight time for each approved additional hour worked to a maximum of thirty-five (35) hours total of additional hours worked in a fiscal year. The paid time off work is to be taken within that fiscal year in which the additional hours were earned, prior to the utilization of annual leave.

D. Overtime

1. Effective time management, flexible Hours of Work, and Additional Hours shall be utilized to minimize or eliminate overtime, which is time worked in excess of forty (40) hours per week. As a general rule, NG shall endeavor to avoid overtime. In those instances when an employee may be required to work extra hours that may otherwise place them in an overtime situation by the end of the week, efforts should be made to reduce the amount of hours worked by that employee in the remainder of that week to avoid overtime.
2. Where, in the opinion of a Deputy Minister, it is necessary, he or she may, by written directive, require an employee to work more than the working hours prescribed for the employee's position.
3. A copy of an approved directive documenting overtime must be delivered by the Deputy Minister, to the Department of Finance.
4. A Deputy Minister may delegate in writing the authority to authorize overtime to a director or manager in the Deputy Minister's department.
5. The employee will be compensated for a maximum of thirty-five (35) hours total of overtime worked in a fiscal year at the rate of one and a half hours of paid time off work for each hour of overtime worked, and the paid time off work is to be taken within that fiscal year in which the overtime was earned, prior to the utilization of annual leave and HFG.
6. Any balance of accrued overtime leave or additional hours leave not taken at the end of the fiscal year, shall be paid to the employee at the end of the fiscal year at the applicable rate of pay.

7. Time off in lieu of either overtime or additional hours, or any other paid or unpaid leave does not count as time worked in a week for the purpose of determining entitlement to overtime.
8. The week is the period of Sunday to Saturday for the purposes of calculating additional hours and overtime.
9. There shall be no compensation for any additional hours or overtime in excess of the maximum stated in this policy.
10. A response by an employee in the form of advice or direction without needing to report to work is not considered time worked or overtime.
11. For the purposes of training, workshops and conferences, and associated travel time, required by the employee relating to his/her qualifications, license or other requirement, or requested by the employee:
 - (a) It is not considered time worked for purposes of additional hours or overtime; but
 - (b) Shall not result of loss of an employee's regular pay based on his/her regular schedule of work.
12. For the purposes of training, workshops and conferences, and associated travel time, requested or required by NG for the purpose and benefit of NG:
 - (a) It shall not result of loss of an employee's regular pay based on his/her schedule of work;
 - (b) There shall be no compensation for time on an employee's normal work day in excess of the employee's normal daily hours of work;
 - (c) If it occurs during the employee's normal day off, then s/he may take the next scheduled work day off with pay with the approval of the immediate Supervisor; and
 - (d) If not taken as time off under subsection 12.c, it is considered time worked for purposes of additional hours or overtime to a maximum of the employee's regular daily hours of work.
13. If an employee while away from his/her home community for work purposes is delayed in travel during normal days off but is not required to work during this period of delay, s/he will not accumulate hours or be paid for such period of delay.
14. All accumulated overtime and additional time worked must be recorded in the Staff Register and the Request to Work form placed in the employee's attendance records.

E. Summer Hours

1. NG's summer hours, which are in effect from the 1st Monday in June to the 1st Monday in September, end one-half (1/2) hour earlier at the end of each day. Summer hours shall not result in the accumulation of additional time off by employees whose schedule requires their attendance to 4:30 p.m.

F. Stand-by

1. Standby means an Employee who is required to be available for immediate call in to work outside of regular working hours.
2. An employee on stand-by must be available by telephone or pager for immediate return to work.
3. An employee on standby will be compensated at the rate of \$1.25/hour of standby, in addition to compensation for any reporting to work while on standby. Standby will be distributed as equally as possible among the applicable group designated by management.
4. An employee who is required to report for work will also be reimbursed transportation costs with receipts or per kilometer if the employee's personal vehicle is used.
5. An employee who is on standby and unable to report for work will not be paid stand-by.

5. ATTENDANCE

A. Timesheet

1. A timesheet for employees to record arrival, departure, additional hours, overtime, approved leaves of absence, and absences will be kept. It is the responsibility of the Supervisor to see that the timesheet is accurately maintained.

B. Punctuality Requirements

1. Employees are expected to be at work and ready to start work on time at the beginning of your scheduled start time and following lunch and rest periods.

C. Reporting Rules

1. Employees who are going to be late for work or are unable to report for work due to illness or other reasons must contact his/her Supervisor within 10 minutes after the start of the day or if the position requires a replacement worker that employee must call their supervisor or designate at least one hour prior to the start of their working day and provide the following information:
 - Name
 - Time period that you are unable to work or will be reporting late for
 - Reason for your absence or lateness (i.e. illness, family emergency etc.)
2. Employees must report their absence on each day of absence. Employees who have already provided NG with a medical certificate verifying they will be absent for an extended period are not required to call for the days covered by the certificate.
3. In the event you are unable to contact your Supervisor, you must do one of the following:
 - Contact the Supervisor's designate and/or
 - Leave a message with the NG Department office.
4. Employees, who have to leave work before their shift ends due to illness or an emergency, must directly advise their Supervisor prior to leaving work. If your Supervisor is not available, you are required to directly notify another Supervisor in your area prior to leaving work.

D. Consequences for Non-Compliance

1. Employees who are not punctual or do not follow the Reporting Rules above may be subject to one or more of the following consequences, except where the employee is unable to comply for legitimate reasons as determined by NG:
 - Considered a "No Show" for work;
 - Not paid for the day of the absence; and
 - Disciplinary action may be issued.

E. Documentation

1. Employees are required to provide medical certificates acceptable to NG upon request, and immediately upon return to work following a period of sick leave of at least three or more consecutive workdays.
2. Absences related to jury duty or subpoenas will require documentation from the appropriate parties. Absences for other reasons may also require the Employee to submit documentation acceptable to NG to verify the entitlement to the leave requested.

F. Absenteeism

1. The record of employee absences will be reviewed regularly by NG. Depending upon the circumstances, NG may pursue one or more of the following procedures with an employee when it appears that an absenteeism issue exists:
 - (a) The employee may be required to provide a medical certificate or additional information for any absences during the remainder of the year.
 - (b) The Supervisor, a representative from the Human Resources Department and/or member of the Management division may meet with the employee to review the employee's attendance record and discuss measures to assist in improving the employee's attendance at work.
 - (c) Upon evaluation of an employee's medical condition, and where appropriate, engage in efforts with the employee to accommodate the employee.

G. Sick Leave Abuse

1. In cases of sick leave abuse, which includes but is not limited to instances where an employee exhibits a pattern of absenteeism, NG may issue disciplinary action, up to and including termination.

6. HIRING POLICY

A. Equal Opportunities

1. All positions within NG will be open to male and female applicants.
2. Measures must be taken to maximize Inuit employment at all levels within the Nunatsiavut Civil Service including, if necessary, the preferential appointment of qualified Inuit to positions.
3. Provision must be made for the hiring of Inuit women and Inuit with disabilities in accordance with employment equity principles and the Labrador Inuit Constitution.

B. Hiring Procedures

1. If a vacancy or new position becomes available the Director of Human Resources or a hiring committee must hold an open competition.
2. Qualified employees of the Nunatsiavut Government, including seasonal employees, who have passed a probationary period, will have preferential consideration.
3. The Director of Human Resources or a hiring committee must give notice of a competition at least two weeks in advance of the closing date of the competition.
4. Notices for open competitions must be posted:
 - (a) On notice boards in all Nunatsiavut Government offices in areas accessible to employees, and
 - (b) In such other manner as the Director of Human Resources or a hiring committee considers reasonable access.
5. An applicant for an open competition may be any employee of the Nunatsiavut Civil Service or a member of the public.
6. If a competition is held, the Director of Human Resources or a hiring committee must
 - (a) Review the applications of candidates;
 - (b) Examine those candidates who possess the required qualifications;
 - (c) Rate the candidates in order of merit; and
 - (d) Fulfill the functions required
7. Before nominating a candidate for a position, the Director of Human Resources or a hiring committee must satisfy itself that the person is fit to perform the duties and to undertake the responsibilities of the position.
8. An eligibility list of qualified persons may be established and used if the successful candidate declines, is rejected on probation, or resigns within a six (6) month period. The eligibility list may also be used for upcoming similar term or casual positions. The eligibility list will be in effect for one (1) year from date of posting.
9. NG retains the right to deny awarding a position to a probationary employee, or an employee with a current record of discipline with NG.
10. All potential employees of NG, may be required to provide an acceptable Certificate of Conduct as a condition of employment. Employees may be asked at any time during their employment to provide an updated Certificate of Conduct. Failure to do so may result in termination.

C. Provisional Appointments

1. If, following a competition for a position in the employee division, no candidate is held to be qualified, the Director of Human Resources or the Hiring Committee may recommend a candidate whose qualifications most closely match those required for the position.
2. A provisional appointment shall be at a salary rate less than the minimum rate set out for the position for such length of time as may be required by the candidate to successfully complete the necessary qualifications.
3. Upon attaining the necessary qualifications to the satisfaction of the Director of Human Resources, the provisional appointee may be granted a probationary appointment to the position.

D. Promotions

1. No promotion may be made, except by the Minister upon recommendation of the Director of Human Resources.
2. The Ministers must, having regard to equal opportunities, make all promotions on the basis of the merit principle.

E. Hiring Committee

1. The Director of Human Resources or designate, will form, and chair, all Hiring Committees.
2. If any member of a Hiring Committee is in a conflict of interest in relation to an applicant, that member shall not sit on the Hiring Committee.

F. Probation Period

1. All new employees shall be subject to a probationary period of nine hundred and ten (910) hours of actual work, which must be completed successfully.
2. During this probationary period:
 - (a) The new employee may not be eligible for a transfer or seek a promotion;
 - (b) Either the new employee or the employer may terminate employment, without cause, with one week's notice; and
 - (c) The new employee may be terminated for cause without notice.
3. Two weeks prior to the end of the probationary period, the Supervisor and new Employee shall complete the Performance Evaluation Form.
4. If a new employee satisfactorily passes their probationary period, they shall receive confirmation of employment in writing at least two weeks after the end of the probation period.
5. A probationary period maybe extended for an additional 405 hours (3 months) if an employee's performance is deemed not satisfactory but not serious enough for dismissal or requires time for assessment.

G. Trial Period

1. If a current employee is a successful applicant for a vacant or new position, s/he shall be subject to a three (3) month trial period. During this trial period, the employee shall be granted a three (3) month leave of absence from his/her former position.
2. During the trial period, the employee cannot apply on any other position. NG retains the right to deny a promotion or transfer to an employee who has recently completed a trial period.

3. The trial period may be extended by the amount of leave taken by the employee during the trial period.
4. Two weeks prior to the end of the probationary period, the Supervisor and the Employee shall complete the Performance Evaluation Form.
5. If the employee satisfactorily completes the trial period, they shall receive confirmation in writing at least two weeks after the end of the trial period.
6. The employee will be placed in the salary level of the new position at their current salary, and will be entitled to a step progression on their regular anniversary date.
7. If an Employee proves unsatisfactory in the new position during the trial period, s/he must return to his/her former position and salary level and benefits.
8. If the employee's former position no longer exists and the employee's performance is either deemed unsatisfactory or the employee decides they would like to decline their new position, the employee will be terminated with the appropriate notice as per the Canada Labour Code.
9. A probationary period maybe extended for an additional 405 hours (3 months) if an employee's performance is deemed not satisfactory but not serious enough for dismissal or requires time for assessment.

H. Performance Evaluation

1. Performance evaluations must be completed by the employee's immediate Supervisor and any associated professional staff for the probationary period, trial period and annually in each fiscal year on or by 01 June.
2. Performance evaluation may be done at other intervals at the discretion of the Supervisor in the event of unsatisfactory work performance. These appraisals may be used as documentation for dismissal.

7. HARASSMENT POLICY

A. Policy Statement

NG is committed to providing a work environment where all persons working for NG are treated with respect and dignity.

The Canadian Human Rights Act and the Canada Labour Code protect employees from harassment. The Criminal Code protects employees from physical and sexual assault. The Canadian Human Rights Act provides every person in the workplace the right to freedom from harassment based on race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability and pardoned conviction.

B. Definitions

Harassment – is any improper conduct by an individual, that is directed at and offensive to another person or persons in the workplace and that a reasonable individual knew or ought reasonably to have known would be unwelcome.

Sexual Harassment – includes offensive or humiliating behaviour that is related to a person's sex, as well as behaviour of a sexual nature that creates an intimidating, hostile or "poisoned" work environment, or that could reasonably be thought to put sexual conditions on a person's job or employment opportunities.

Management – Supervisors, Managers, Directors, Deputy Ministers and other Senior NCS

Complaint – is a formal allegation of harassment submitted in writing to the Human Resources Division and which is based on actions defined as harassment.

Mediation – is a voluntary process used to resolve conflict by having a neutral person help the disputing parties arrive at a mutually acceptable solution.

C. Expectations

Employees:

- (a) Employees are expected to act towards other individuals professionally and respectfully
- (b) Employees who believe they have been treated in an improper and offensive manner are expected to communicate to the offending party as soon as possible, directly or through a supervisor/manager, their disapproval or unease. They can get help or guidance from the supervisor or person designated by the department/organization.
- (c) They can expect to be informed of the policy
- (d) They can expect prompt action if they report an incident of harassment to their supervisor/manager or if necessary to another appropriate manager.
- (e) They can expect to be treated without fear of embarrassment or reprisal when dealing with a harassment situation in the resolution of a complaint.
- (f) They will be encouraged to participate in a problem resolution process before proceeding with the complaint process.

Complainants, respondents and witnesses

- (a) Complainants, respondents and witnesses are expected to provide information as required in the steps noted below under "Complaint Process"
- (b) They are expected to co-operate in the complaint process if and when called upon to do so.
- (c) They are expected to limit the discussion of the complaint to those who need to know.
- (d) They can expect to review their statement as recorded by the investigator, to confirm its accuracy, prior to the final report being submitted.

- e) Complainants and respondents will receive information related to the complaint in writing, including allegations, as noted in the steps below, under "Complaint process", and in accordance with the principles of procedural fairness.
- (f) Complainants and respondents may have with them, during meetings and interviews related to the resolution of the complaint, a person of their choice who has agreed to accompany them and who is not a party to the process.
- (g) Complainants and respondents can expect to review a copy of the draft report. They will be informed in writing of the outcome of the investigation and will receive a copy of the final report.
- (h) If the complaint is founded, complainants will be informed verbally whether corrective or disciplinary measures will be taken as a result of their complaint.
- (i) If the complaint is frivolous or in bad faith, respondents will be informed verbally whether corrective or disciplinary measures will be taken.

Management

- (a) Management is expected to lead by example and to act respectfully in dealings with employees and other persons working for the Nunatsiavut Government.
- (b) They can expect to have access to learning opportunities on the prevention and resolution of harassment and in conflict resolution.
- (c) They are expected to ensure that employees are aware of the policy and to remind them of its contents as deemed necessary.
- (d) They are expected to ensure that employees have access to learning opportunities on the prevention and resolution of harassment in the workplace.
- (e) They are expected to intervene promptly when they become aware of improper or offensive conduct and to involve the parties in resolving the problem.
- (f) They are expected to address any alleged harassment of which they are aware, whether or not a complaint has been made. This applies to situations that involve employees as well as other persons working for the Nunatsiavut Government.
- (g) They are expected to handle all harassment situations confidentially and to ensure that others act accordingly.
- (h) They are expected to address the needs of the parties concerned and the working unit following a complaint with the assistance of a specialist as needed, in order to establish or re-establish harmonious working relationships.

Human Resources Department

- (a) Human Resources Department are expected to be impartial in any complaint process in which they are involved.
- (b) They can expect to have access to learning opportunities related to their role and responsibilities as Human Resources Department.
- (c) They are expected to apply the established steps in the complaint process.
- (d) They are expected to take the necessary action to ensure the confidentiality of complaints.
- (e) They are expected to ensure that both complainants and respondents have access to support and advice during any resolution process associated with the complaint.
- (f) They are expected to offer mediation;
- (g) They are expected to separate the complainant and respondent, hierarchically, physically, or both, for the duration of the complaint process, if they deem it necessary;
- (h) They are expected to assign a mandate to the investigator(s) and ensure that persons conducting investigations are qualified, that they are impartial, that they have no supervisory relationship with the parties, and that they are not in a position of conflict of interest.
- (i) They are expected to ensure that corrective and/or disciplinary measures are taken, where warranted.
- (j) They are expected to ensure that no documents relating to the harassment complaint are placed in the personnel file of either party, other than a disciplinary letter in the file of the employee who is subject to a disciplinary measure.
- (k) They are expected to ensure that parties are provided with the information to which they are entitled.

Investigators

- (a) Investigators are expected to meet the requirements as outlined in the Competencies Profile for Internal and External Harassment Investigators.
- (b) They are expected to apply the principles of procedural fairness.
- (c) They are expected to abide by their assigned mandate.

D. Complaint Process

Step 1 – Filing a complaint

The complainant submits a complaint in writing to the Human Resources Department, within one year of the alleged harassment leading to the complaint. The complaint must include the nature of the allegations; the name of the respondent; the relationship of the respondent to the complainant (e.g., supervisor, colleague); the date and a description of the incident(s); and, if applicable, the names of witnesses. The information provided should be as precise and concise as possible.

Step 2 - Screening and acknowledgement of complaint

Upon receipt of the complaint, the Human Resources Department screens and acknowledges receipt of the complaint. The criteria used in the screening are that the complaint:

- (a) Must be filed within one year of the alleged harassment leading to the complaint, unless there are extenuating circumstances; and
- (b) Must include the information noted in Step 1.

If these criteria are met, the Human Resources Department informs the respondent that a complaint has been received and provides him/her with the particulars of the complaint in writing, including the allegations. If these criteria are not met, the Human Resources Department informs the complainant in writing that he or she cannot accept the complaint. If appropriate, the Human Resources Department suggests other means of resolving the issue.

Step 3 - Review of the complaint

Once the complaint has been acknowledged, the Human Resources Department reviews the complaint and if necessary, seeks additional information to determine if the allegations are related to harassment. If the Human Resources Department concludes that the complaint is not related to harassment, he or she informs the complainant and the respondent in writing. The Human Resources Department re-directs the complainant to the appropriate avenue of recourse or suggests other means of resolving the issue. If the allegations are related to harassment, the Human Resources Department determines what efforts have been made to resolve the problem, identifies immediate avenues of resolution if any, and takes appropriate action.

Step 4 - Mediation

If the harassment complaint remains unresolved, the Human Resources Department must offer mediation. If the parties agree to mediation, the Human Resources Department obtains mediation services as noted above under "Human Resources Department", section (f).

Step 5 – Investigation

If mediation has not resolved the complaint, or if mediation was not undertaken, the Human Resources Department launches an investigation and notifies all involved parties. The investigator must meet the requirements as noted previously under "Human Resources Department", section (h). The investigator must provide the Human Resources Department with a written report that includes his or her findings and conclusions.

If mediation is undertaken at any time during the investigation process, the investigation is suspended. It is resumed only if mediation is unsuccessful.
If the Human Resources Department is satisfied that he or she has all the facts and that the parties have been heard, he or she may decide not to undertake an investigation and to proceed to Step 6.

Step 6 – Decision

The Human Resources Department reviews all the relevant information and decides what action to take. He or she then informs the parties in writing of the outcome of the investigation and ensures that corrective and/or disciplinary measures are taken, if warranted.

Other recourse

If harassment is based on one of the grounds of discrimination prohibited under the *Canadian Human Rights Act*, employees have the right to file a complaint with the Canadian Human Rights Commission.
Assaults including sexual assault are covered by the *Criminal Code* and in such cases the police should be contacted.
If a complaint on the same issue is or has been dealt with through another avenue of recourse, the complaint process under this policy will not proceed further and the file will be closed.

8. CORRECTIVE PROGRESSIVE DISCIPLINE

1. Employees may be disciplined for cause, up to and including dismissal. Progressive discipline will normally be applied, except when the circumstances warrant an accelerated response, such as suspension or termination. Appendix 2 contains a general overview of progressive discipline.
2. The following includes but not limited to serious misconduct which may result in the employee being immediately dismissed for cause:
 - (a) Theft or dishonesty;
 - (b) Breach of trust, confidentiality or Professional and/or program Code of Ethics;
 - (c) Client abuse;
 - (d) Possession, use of, or being under the influence of alcohol, non-medically prescribed or illegal drugs while on NG property or while at work;
 - (e) Gross incompetence or gross neglect of duty; and
 - (f) Harassment
3. A Deputy Minister may, for cause, reprimand, suspend, demote or dismiss an employee in a Department or Agency for which the Deputy Minister is responsible.
4. The Treasurer may authorize the Director of Human Resources and designated supervisors to exercise the powers set out in subsection 8.3.
5. An employee who is reprimanded, suspended, demoted or dismissed shall be notified in writing of the reason for the action and a copy of the notification shall be forwarded to the Minister and the Director and placed on the employees personnel file.
6. An employee may request in writing to the Director of Human Resources, that a disciplinary document be removed from his/her personnel file after twenty-four (24) months of good service without any discipline being issued within that period.
7. If an employee is dismissed for cause, or is terminated for cause on a probationary period, s/he shall be considered ineligible for re-employment with NG for a period of at least three (3) years from the date of his/her dismissal. Such employees are required to demonstrate the re-establishment of a positive work history during this period of time before being considered for re-employment with NG.

9. TERMINATION AND RESIGNATION

A. Notice

1. In the event an employee resigns, or NG terminates an employee without cause, the following notice or pay in lieu of notice is required to be provided by either the employee or NG, as applicable:
 - (a) 2 weeks, where you are employed for at least 6 months but less than 5 years;
 - (b) 3 weeks, where you are employed for at least 5 years but less than 10 years;
 - (c) 4 weeks, where you are employed for at least 10 years but less than 15 years: and
 - (d) 6 weeks, where you are employed for 15 years or more.
2. The periods of notice noted above may be altered only if specifically detailed in an employee's employment contract with NG.
3. If an employee is successful in seeking election to the Nunatsiavut Government, a shortened notice period may be negotiated with the Deputy Minister and Minister.
4. Leave for additional hours or overtime accrued shall not be taken during the period of notice under this Section.

B. Severance Pay

1. Severance Pay will be issued to permanent employees in the event of termination without cause, resignation or retirement of an employee who has completed five (5) full years of continuous permanent service at the rate of one week's regular salary for each year of completed service with NG.
2. Service for the purpose of severance pay excludes all periods of unpaid leave, except for pregnancy and parental/adoption leave.
3. Severance pay will not be paid to an employee who does not give NG the required notice of resignation or is terminated for cause.
4. Regular salary means the salary of the employee's substantive or regular position, and not that of the most recent temporary, acting or trial position prior to termination.
5. Service for the purpose of severance will commence from date of permanent employment.
6. In the case of an employee who resigns or is terminated and later returns to work with NG, their prior years of service do not count for the purposes of calculating severance.

C. Employer Property

1. The employee acknowledges that all items of every nature or kind created or used by the employee pursuant to the employee's employment, or furnished by the employer to the employee, and all equipment, automobiles, credit cards, books, documents, records, files, diskettes, electronic communications, manuals, literature, intellectual property, confidential information or other materials shall remain and be considered the exclusive property of the employer at all times and shall be surrendered to the employer, in good condition, promptly at the request of the employer, or in the absence of a request, on the termination of the employee's employment with the employer, however caused.

10. COMPLAINT PROCEDURE

1. A "complaint" is an employee's disagreement arising out of the interpretation, application, or alleged violation of this Employee Policy Manual. Complaints shall be determined in accordance with this procedure.

2. The process for settling complaints is as follows:

STEP 1 - An employee with a complaint is expected to first discuss the matter with his/her immediate Supervisor with a view to resolving the matter, which must occur within five (5) working days of the employee becoming aware of the incident giving rise to the complaint.

STEP 2 - Failing settlement at Step 1, the employee may submit their complaint in writing with all pertinent details to the Director or Manager within a further two (2) working days beyond Step 1. The Director or Manager shall promptly acknowledge receipt of the complaint and schedule a telephone or in-person meeting between the employee and the Director or Manager, preferably within five (5) working days. A written reply from the Director or Manager to the employee is to be given within a further three (3) working days from the date of the meeting.

STEP 3 - Failing settlement at Step 2, the employee may submit the complaint in writing to the Director of Human Resources within two (2) working days of the Director or Manager's written response at Step 2. The Director of Human Resources or a committee appointed by the Treasurer and composed of the Deputy Minister, and Director and chaired by the Director of Human Resource will make the final decision, which will be binding.

The Director of Human Resources will reply in writing to the employee within five (5) working days.

11. CONFLICT RESOLUTION BETWEEN EMPLOYEES IN NUNATSIAVUT CIVIL SERVICE

- I.** The process for settling conflict between employees, except for harassment and sexual harassment complaints, are as follows:

STEP 1 – an employee with a complaint is expected to first discuss the matter with his/her immediate supervisor. If the complaint is regarding the employee's supervisor, the employee may bring the complaint to their supervisor's supervisor.

STEP 2 – upon hearing the complaint and providing it is valid, the supervisor will meet with both parties separately to discuss the issues at hand.

STEP 3 – both parties and the supervisor, will meet to discuss the issues at hand. If required, a representative from Human Resources can be present as an observer and offer assistance if needed.

STEP 4 – if after step 3, based on evidence presented, Human Resources may take disciplinary action if conflict can not be resolved.

12. PAYROLL & EXPENSES

1. Salary advances or monetary loans shall not be made to employees.
2. All employees shall complete and sign a bi-weekly timesheet that the Supervisor must approve in writing, which is then submitted to the Finance Department for processing.
3. Employees will be paid in accordance with the normal payroll periods established by NG from time to time.
4. Any reconciliation in hours worked and rate of pay will be processed in the next pay period.
5. If the day on which a payday falls is a holiday, the payday will be the immediately preceding workday.
6. An electronic statement of all deductions from gross salary will be provided to each employee.
7. Any monies owing by an employee to the NG will be deducted from the current pay period. The deduction will be explained in an attachment to the pay cheque.
8. In the case of hard to recruit positions only and as determined by the Director of Human Resource, NG will compensate for one-way relocation expenses in an amount equivalent to eighty percent (80%) of the cost for the least expensive method/route of relocation for the employee and his/her immediate family, provided the employee commits to one year of service to NG. In the event the employee resigns within the one year, the employee shall repay the prorated relocation expense to NG.
9. The cost of one (1) airline ticket and carriage of up to a maximum of two (2) extra pieces of personal effects only will be reimbursed for an employee who has been asked by the NG to transfer to work in a different NG location other than their current address and s/he accepts an employment offer of at least one-year duration.
10. Employees are responsible for the payment of their own professional and/or association fees, licenses and expenses.
11. All employees will be paid through direct deposit into bank accounts from information provided to the employer from their respective financial institutions.
12. An employee who repeatedly fails to submit a timesheet will be moved to second payroll and no payment will be made until timesheets are received.

13. SALARY STEP PROGRESSION

A. Service Step Progression, excluding employees covered under another salary agreement:

Employees will progress in step progressions based on service within NG.

1. Employees shall progress one step on the salary scale for the position after a successful completion of the probationary period. A written memo shall be forwarded to the Finance Department indicating the completion of a successful probationary period before a progression in salary will take place.
2. After the successful probationary period progression, most employees will automatically progress one step on completion of eighteen hundred and twenty (1820) hours of work (including periods of paid leave and pregnancy leave and/or parental/adoption leave) from their appointment in the position, until the maximum step is achieved.
3. An employee who is promoted to a higher paying position or who accepts a lower paying position shall be placed on the new salary scale at the step closest to the employee's current salary.
4. An employee who accepts a new position with the same salary level will continue salary progression in the same manner as his/her former position.
5. An employee in acting positions shall not lose a step progression in their regular position.
6. A progression will be effective at the beginning of the next pay period.
7. A progression is postponed by any period of unpaid leave of absence from NG, except pregnancy leave and/or parental/adoption leave.

B. New Employee Step Progression Placement

Placement on a step in a salary scale is based on the number of years of education and the number of years of experience the employee has for the position.

1. If an employee has the minimum requirements of the position, s/he shall be placed at Step 1 of the five step salary progressions.
2. If the employee has over and above the minimum job requirements, the employee shall give the Hiring Committee proof of qualifications, which may consist of official copies of education and/or letters from former employers indicating number of hours a person worked in a position similar to the position offered.
 - (a) If the employee has 5-10 years of education and experience over and above the minimum requirements of the position offered they will be placed at Step 2 of the salary progression.
 - (b) If the employee has 10+ years of education and experience over and above the minimum requirements of the position offered they will be placed at Step 3 of the salary progression.
 - (c) In extenuating cases, the Hiring Committee may recommend to place a new employee in a step progression higher than Step 1, to a maximum of Step 3.
 - (d) If an employee is untrained they will be placed at Step 1 at the level below trained.
 - (e) Employees covered under another salary agreement may have a different step progression.

14. SUBSTITUTE POSITIONS & PAY

1. When an employee is appointed by NG to substitute in any higher rated position for five (5) consecutive working days or more for relief purposes, additional pay will come into effect. Additional pay will be paid at Step 1 of the substitute level position or the amount indicated in the acting scales, whichever is higher.
2. If the substitute employee's current salary is on the same level or at a higher level than the substitute position, no additional remuneration will be paid.
3. Substitute assignments shall not result in an employee being placed in a line of supervision above their current supervisor(s).
4. The normal period of a substitute assignment shall not exceed three (3) months. Periods of approved leave granted during the substitute assignment shall be paid at the employee's regular salary.

15. TRANSFERS

1. A Deputy Minister may transfer an employee from one position to another position within the same department.
2. The Treasurer or the Treasurer's designate:
 - (a) May transfer an employee from a position in a department to another department with the approval of the Ministers of the departments concerned; and,
 - (b) Must make such transfer upon the written request of the Ministers concerned.
3. No employee shall be involuntarily transferred to a position with a lower maximum salary except as a result of disciplinary action, incompetence, and the application of the layoff procedures or for health reasons.
4. Requests from employees to transfer positions from one community to another must be submitted to the supervisor in writing.
 - (a) The supervisor, in consultation with the Director of Human Resources, will forward a recommendation to NEC for decision.
 - (b) Requests to transfer positions outside of Nunatsiavut will not be considered.

16. SALARY REVIEW

1. All new positions that are created within NG will be evaluated through the salary review system before a salary level is determined.
2. An employee may request a review of salary when:
 - (a) The employee and immediate Supervisor agree that the position has changed significantly to warrant a review of salary, or
 - (b) The employee has been employed in a new position for six months and the employee and immediate Supervisor agree that the position warrants a review of salary.
3. A Job Fact Sheet has to be completed by the employee with approval of the immediate Supervisor.
4. Salary reviews will be done bi-annually, and a Job Fact Sheet must be submitted by February 28 and August 30 for March and September reviews.
5. If the salary decreases after the review, employees holding that position will be red-circled and newly hired employees will receive the new, lower salary level.
6. If the salary increases after the review, the effective dates will be April 01 for March reviews and October 01 for September reviews.
7. Red circling means that the employee's salary is frozen or maintained at its then current level until such time as the salary of the position increases to the level of the red-circled, at which time red circling is lifted. No other increases are awarded to a red-circled employee during that period.
8. All salary increases and decreases are subject to the written authorization of the Controller.

17. PAYMENT TO ESTATE

1. In the event of an employee's death, the following payments shall be made to the Employee's estate:
 - (a) Any severance payment owing; and
 - (b) All wages and accumulated annual leave.
2. All advanced leave will be forgiven in the event of an employee's death.

18. EMPLOYEE BENEFITS

A. Group Insurance

1. Permanent full time and permanent part-time employees, who meet the eligibility criteria, are required to participate in NG's Group Insurance Plan as a condition of employment.
2. The following group insurance benefits are provided and cost shared between NG and each participating employee:
 - (a) Life and Accidental Death and Dismemberment
 - (b) Long Term Disability
 - (c) Dependent Life
 - (d) Medical and Dental for Employees, and dependents
3. The manual provided by the Insurance Carrier outlines the benefits in detail and shall govern the terms of group insurance benefits.

B. Pension Plan

1. Permanent full time and permanent part-time employees, who meet the eligibility criteria, are required to participate in NG's Pension Plan as a condition of employment
2. Eligible employees will contribute three and one half percent (3.5%) of the employee's gross salary and NG will match the employees' contribution.
3. The manual provided by the Plan Administrator outlines the benefit in detail and shall govern the terms of the Pension Plan benefit.

C. Other Benefits

1. A schedule summarizing additional benefits for eligible employees is contained in Appendix 3.

19. PAID LEAVE

A. Annual Leave

1. Permanent full time and permanent part time, employees will receive four (4) weeks annual leave (twenty (20) working days) (up to a maximum of 140 hours annually) with pay in each fiscal year that is to be used in the fiscal year it is earned. This is based on one and two-thirds (1 2/3) days annual leave for each month of completed service for full time employees, and prorated for part time employees.
2. For employees with less than 5 years service, will receive ½ of their annual leave entitlements on April 1st and the remainder on Oct. 1st of the fiscal year. Employees with more than 5 years service will receive all their annual leave entitlements on April 1st.
3. Upon successful completion of the probationary period, permanent full time and permanent part time employees will receive annual leave benefits pro-rated from his/her anniversary date to March 31st.
4. An employee who resigns, is laid off, retires or is dismissed will be entitled to be paid for any remaining vacation entitlement owing up to the last day of employment. Any annual leave taken in excess of the total entitlement to that date will have to be repaid or deducted from any final monies payable to the employee by NG.
5. An employee may carry forward no more than 10 earned annual leave days into a new fiscal year. Those 10 days must be used within the first six (6) months of the new fiscal year or such leave will be forfeited.
6. When a designated holiday falls within the period of the employee's annual leave, it will not count as a day of annual leave.
7. An employee may take up to ten (10) days unpaid annual leave within the fiscal year (excluding for medical reasons), providing they have received prior approval from the Human Resources Division and their supervisor. The employee must have exhausted all leave prior to requesting unpaid leave. As a result of taking unpaid leave, the employee may have a delay in their regular pay day. They will receive 2 weeks written notice from their immediate supervisor.

B. Hunting, Fishing, Trapping & Gathering Days (HFT&G)

1. Permanent full time and permanent part time employees are entitled to a maximum 35 hours annually of paid HFT&G leave per fiscal year for the purpose of hunting, fishing, trapping and gathering, and prorated for part time employees.
2. All other employees do not qualify for HFT&G leave.
3. Employees must complete the probationary period before receiving this leave benefit, which is pro-rated for the fiscal year.
4. This leave must be used within the fiscal year and cannot be carried forward into a new fiscal year and is not payable if not used for any reason, however caused.

C. Religious Holiday

1. Permanent full time and permanent part time employees are entitled to one (1) day of paid leave for the observance of a religious holiday of their choice.
2. All other employees do not qualify for Religious Holiday.
3. This leave must be used within the fiscal year and cannot be carried forward into a new fiscal year and is not payable if not used for any reason, however caused.

4. The Optional Religious holiday is allocated on April 1 and is not prorated.

D. Bereavement Leave

1. In the event of the death of an employee's spouse or common-law partner; mother, father, and the spouse or common-law partner of mother or father, legal guardian, child, step-child, foster child, grandchild, sister, brother, grandfather, grandmother, father and mother and their spouse or common-law partner of the spouse or common-law partner of the employee, five (5) paid working days;
2. In the case of an employee's aunt, uncle, niece, nephew, first cousin, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandmother-in-law, grandfather-in-law, three (3) paid working days;
3. For the purpose of attending a funeral other than a relative referred to in 1) or 2) above, an employee will be entitled to one-half (1/2) day; and
4. Staff are excused from work for time to attend funerals in the community but offices will remain open unless all staff are attending the funeral.

E. Sick Leave

1. A permanent full time and permanent part time employee may be entitled to receive sick leave with pay provided the employee is sick due to a non-occupational accident or illness and are unable to report to and perform work for NG.
2. Sick leave with pay for full time employees (pro-rated for less than full time hours worked) is earned at a rate eight and three-quarters (8.75) hours per month worked to a maximum of one hundred and five (105) hours per fiscal year, to a maximum of two thousand five hundred and twenty (2520) hours.
3. NG reserves the right to require an employee on sick leave to provide a satisfactory medical certificate respecting any period of absence due to accident or illness, also when sick leave use has exceeded six days per fiscal year.
4. An employee, who while on annual leave becomes sick for a period in excess of three (3) working days, may upon producing a medical certificate, exchange annual leave for sick leave. Such exchange must be applied for and shall be granted by the immediate Supervisor immediately upon return from annual leave.
5. Employees are entitled only to sick leave that they have accumulated which shall be earned, recorded and deducted in hours.
6. Unused accumulated sick leave is not payable if not used for any reason, however caused.
7. Sick leave is only to be used for employee illness. Family Related Leave must be used when caring for a family member.

F. Family Responsibility Leave

1. On the approval of the immediate Supervisor, paid sick leave may be used for family responsibility purposes as follows:
 - (a) Accompany a family member to a medical or dental appointment;
 - (b) Attend to needs relating to the birth of the employee's child; or
 - (c) Care for a sick family member (i.e. father, mother, child) who may be living inside or outside the household.

6. A permanent full time and permanent part time employee is entitled to utilize up to five (5) days of paid sick leave per fiscal year (35 hours maximum) for the purpose of Family Responsibility leave. This benefit shall be prorated each year for employees working less than full time hours, and based on the employee's anniversary date to the end of the fiscal year.
3. An employee who must travel out of town for the purposes of medical appointments to accompany a family member may exceed the 35 hours maximum by 14 hours (2 days) each fiscal year. Documentation must be provided to the employer with details of the medical trip.
4. This leave must be used within the fiscal year and cannot be carried forward into a new fiscal year and is not payable if not used for any reason, however caused.

G. Adverse Weather

1. In certain cases, NG may continue to operate during periods of bad weather. Thus, the need for employees to be working on such occasions is of extreme importance.
2. At the discretion of the Deputy Minister and in consultation with the Supervisor, NG office(s) may be closed or the opening delayed due to poor weather conditions. In such cases, employees will receive paid leave for the period of closure or delayed opening.
3. Employees who, after making every reasonable effort to report for work, remains unable to get to work due to **unsafe or impassable traveling conditions**, are entitled to paid weather leave up to a maximum of one (1) day per fiscal year. Any additional leave required may be deducted from the employee's accrued additional hours or overtime leave, or annual leave.
4. This leave is allocated on April 1 and cannot be prorated or carried over into the new fiscal year.

H. Request for Leave

1. Requests for leave must be submitted in the Application for Leave Form to the immediate Supervisor, and if applicable to the professional Supervisor.
2. Requests for annual or HFT&G leave of five (5) consecutive days or more must be submitted two (2) weeks in advance of the anticipated commencement date.
3. Supervisors must give a decision to the employee in a timely manner, within five (5) days whenever possible.
4. Request for leave will not be unreasonably denied and within operational requirements as determined by the employees immediate supervisor.
5. Requests to cancel approved leave must be submitted to the Supervisor(s) who approved the leave.
6. Supervisors must ensure leave approvals are based on leave-accumulated entitlements.

20. UNPAID LEAVE

A. Pregnancy Leave

1. An employee who has completed twenty-six (26) consecutive weeks of employment immediately before the expected birth date is entitled to pregnancy leave without pay.
2. Pregnancy leave cannot start earlier than eleven (11) weeks before the expected birth date.
3. The employee is required to give four weeks written notice together with a medical certificate stating the estimate birth date.
4. The employee is required to give at least four (4) weeks notice of the date they intend to return to work.
5. An eligible employee is entitled to the maximum amount of pregnancy leave as per Federal Government standards.

B. Parental/Adoption Leave

1. An Employee who has completed twenty-six (26) consecutive weeks of employment and is a parent of a child by the date s/he begins the leave is entitled to Parental/Adoption Leave without pay.
2. The employee is required to give at least four (4) weeks notice of the date they intend to return to work.
3. An eligible employee is entitled to the maximum amount of parental/adoption leave as per Canada Labour Code.

C. Political Leave

1. An employee intending to seek nomination as a candidate in an election to the Nunatsiavut Assembly or in a Federal or Provincial election shall, before doing so, apply for a leave of absence to the Deputy Minister.
2. The Deputy Minister must grant a leave of absence under subsection C.1 unless s/he determines that to do so would seriously undermine the ability of the Nunatsiavut Government to deliver an essential service to the public.
3. A leave of absence granted under subsection C.2 shall not in any event extend beyond the day on which the successful candidate is declared elected.
4. If the employee is successful in seeking election, then that employee must resign and give notice for his/her position with the NG. If the employee is defeated then s/he must promptly resume their duties within the NG.
5. If an employee is refused a leave of absence under subsection C.1, the employee may appeal to the Minister.
6. The Minister's decision under C.5 is final and binding.

D. Education Leave

1. Education Leave without pay for a period of up to one (1) year may be granted to permanent employees employed longer than five (5) years on the recommendation of the immediate Supervisor in consultation with the director and with the approval of the Deputy Minister.
2. Education Leave without pay in excess of one (1) year may be granted on the recommendation of the Departmental Minister and approval of the Executive Council, for such periods and under such conditions as the Executive Council may determine acceptable.

3. An employee must give a minimum of six (6) weeks written notice requesting Education Leave without pay.
4. Consideration of such requests shall include the reasons for the request, the benefit to the Employee and/or NG, prior requests having been granted or denied, the Employee's length of service and commitment to return service to NG, and the number of overall requests received from Employees, and other operational considerations.
5. If the employee discontinues studies, for any reason, they are required to give 2 weeks written notice to the employer that they are returning to work. Failure to return to work will imply resignation from their position.

E. Reserve Forces Leave

1. An employee who has completed twenty-six (26) consecutive weeks of employment and is a member of the Canadian Forces reserves is entitled to leave without pay up to 15 days per year.
2. An employee is not entitled to reserve forces leave if in the opinion of the Minister of Labour (Federal Government of Canada) that it would cause an undue hardship to the employer or adversely affect public health or safety.
3. The employee must provide the employer with four weeks' written notice of the day on which the leave begins and the length of leave.
4. The employee is required to give at least four (4) week's notice of the date they intend to return to work if there is a change from the original return date.

F. Compassionate Care Leave

1. An employee is entitled to take an unpaid leave of absence of up to eight weeks to care for a family member who is facing death as a result of a serious medical condition.
2. The family member needing care must be one of the following:
 - (a) A spouse of the employee
 - (b) A child of the employee or of the employee's spouse
 - (c) A parent of the employee or of the employee's spouse
 - (d) A brother or sister of the employee or of the employee's spouse
 - (e) A grandparent (including a spouse of a grandparent) of the employee or the employee's spouse
 - (f) A grandchild (including a spouse of a grandchild) of the employee or the employee's spouse
 - (g) A spouse of a child of the employee or of the employee's spouse
 - (h) A spouse of a parent of the employee or of the employee's spouse
 - (i) A spouse of a brother or sister of the employee or of the employee's spouse
 - (j) An aunt or uncle (including a spouse of an aunt or uncle) of the employee or the employee's spouse
 - (k) A nephew or niece (including a spouse of a nephew or niece) of the employee or the employee's spouse
 - (l) A current or former foster parent of the employee or employee's spouse
 - (m) A current or former foster child of the employee or the employee's spouse
 - (n) A current or former ward of the employee or the employee's spouse
 - (o) A current or former guardian of the employee or employee's spouse
 - (p) Any person the employee consider to be like a close relative or any person who considers the employee to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law partnership.
3. In order for a family member to be considered at risk of death, a medical doctor must issue a certificate stating that the family member has a serious medical condition and faces a high risk of dying within 26 weeks of the certificate being issued. An employee taking compassionate care leave must provide the employer with a copy of this certificate if the employer issues a written request for such a copy within 15 days of the employee's return to work.

4. Compassionate care leave must be taken in periods of at least one week at a time.
5. The total amount of leave that can be taken by two or more employees with respect to the same family member can be no longer than eight weeks.

21. HOLIDAYS

1. Eligible Employees are entitled to the following holidays with pay:

New Years Day January 01

Old Christmas Day January 06

LIA Day March 26

Maundy Thursday Different date every year

Good Friday Different date every year

Victoria Day May 24 (or closest Monday)

Canada Day July 01

Labour Day 1st Monday in September

Thanksgiving Day 2nd Monday in October

Remembrance Day November 11

Nunatsiavut Day December 01

Christmas Eve December 24

Christmas Day December 25

Boxing Day December 26

Civic Holiday (As designated by Community/Town Council):

Easter Monday:	Makkovik Postville Hopedale Nain
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Levi Pottle Day:	Rigolet
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Regatta Day:	ULM
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Regatta Day:	St. John's
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2. If a holiday falls on Saturday or Sunday, employer will observe the nearest Monday.

22. WORKERS' COMPENSATION

1. An employee who suffers an injury arising out of and in the course of their employment with NG may be entitled to compensation and/or benefits as determined pursuant to the Workplace Health Safety and Compensation Act.
2. Employees should follow these procedures in the event of sustaining an injury at work with NG:
 - (a) Get first aid treatment or medical attention.
 - (b) Report the injury to your Supervisor as promptly as possible, including what happened, where it happened and the names of any witnesses.
 - (c) If necessary visit a doctor and tell the doctor it's a work injury. NG is responsible for paying reasonable travel costs for your first visit to a doctor.
 - (d) Report the injury to Workers' Compensation by completing Form 6 and any other required forms. Your Supervisor will provide Form 6.
 - (e) Your form is to be sent to the Workplace Health, Safety & Compensation Commission as soon as possible. If it isn't sent within six (6) months, the Commission may not accept your claim.

23. EARLY & SAFE RETURN-TO-WORK POLICY

A. Policy Statement

NG and employees have a legal obligation under the Workplace Health, Safety and Compensation Act (the “Act”) to co-operate in the worker’s early and safe return to suitable and available employment while the worker is receiving active medical rehabilitation for a work injury.

NG and employees and where appropriate, health care providers, are responsible for resolving return to work issues in the workplace with support from the Commission. Both parties must co-operate and be self-reliant in returning employees to suitable and available employment.

B. Definitions

Co-operation means:

- (1) Maintaining effective communication throughout the period of the employee’s recovery;
- (2) Working towards identifying suitable and available employment for the employee, and
- (3) Fulfilling the reporting obligations to the Commission.

Suitable employment is work that meets all of the following criteria:

- (1) The work is within the employee’s functional abilities;
- (2) The employee has, or is reasonably able to acquire, the necessary skills to perform the work;
- (3) The work does not pose a health or safety risk to the employee or co-workers, and;
- (4) The work restores the employee’s pre-injury earnings, if possible.

Available work is work that exists with NG.

Health care provider generally refers to the treating health care provider who is responsible for the ongoing care of the employee. This includes physicians, specialists, and other health care professionals.

C. Duty to Cooperate

Employee Co-operation

Employees are required to:

- (1) Contact immediate supervisor as soon as possible after the injury occurs and maintains effective communication throughout the period of recovery or impairment;
- (2) Assist NG, as may be required or requested, to identify suitable and available employment;
- (3) Accept suitable employment when identified, and;
- (4) Give the Commission any information requested concerning the return to work, including information about any disputes or disagreements that arise during the early and safe return to work process.

Employer Co-operation

NG is required to:

- (1) Contact the employee as soon as possible after the injury occurs and maintains effective communication throughout the period of the employee’s recovery or impairment;
- (2) Provide suitable and available employment. NG pays the employee’s salary earned during the early and safe return to work process. The Commission will pay the differential, if any, between the salary earned during early and safe return to work and 80% of the employee’s net pre-injury earnings subject to the maximum compensable ceiling, and
- (3) Give the Commission any information requested concerning the employee’s return to work, including information about any disputes or disagreements that arise during the early and safe return to work process.

Failure to Cooperate

An employee may be subject to a suspension, reduction or loss of his/her benefits under the Act for failing to cooperate; NG may be subject to a penalty levied by the Commission for its failure to cooperate.

D. Documentation

Documentation is writing that provides information of an official nature and can be used as evidence to demonstrate joint and meaningful consultation.

Documentation to include date, persons involved and official nature of meeting e.g. minutes of meeting, communication of the consultation process and other relevant information.

E. Dispute Resolution

If a dispute or disagreement is identified but evidence of non-reconciliation, the Commission will determine what assistance or information is required to initiate, maintain or restore co-operative activities.

F. Health Care Providers

Health care providers are responsible for providing NG, the employee and Commission with functional abilities information, and to assist in the employee's treatment and early and safe return to work.

G. Functional Abilities

Functional abilities information is intended to help NG and the employee identify suitable employment consistent with the worker's functional abilities. Its purpose is to highlight what a worker can do and what limitations apply. The functional abilities information provided to NG will be treated confidentially.

NG may also provide modifications or assistive devices to accommodate the workplace for the worker, unless the resulting expenses will cause undue hardship.

H. General

This policy is subject to the terms and conditions of the Act and the Commission's Early and Safe Return to Work Policies.

24. SUBSTANCE ABUSE

A. Policy

1. NG is committed to providing a safe, healthy and productive workplace and a work environment free from alcohol, and illegal, abused prescription or any non-prescription drugs ("Drugs").
2. Alcohol and Drug use has an adverse impact on the safety and well-being of employees, on productivity, job performance, quality of work, morale and NG's reputation.
3. There is a special effort required by employees to maintain a work environment free from Alcohol and Drugs.
4. This policy applies, as appropriate to other clinically recognized addictions, such as gambling and smoking.

B. Employee Responsibility

1. An Employee shall not:
 - (a) Report for work under the influence of,
 - (b) Be in the possession of, while on Nunatsiavut Government premises, or consume alcohol, illegal drugs or non-prescription drugs while at work.
2. Any breach of this employee Responsibility shall result in disciplinary action up to and including dismissal from employment.
3. An employee who suspects s/he has an alcohol or drug dependency problem is urged to seek advice and follow the appropriate treatment before the dependency results in job performance problems. An employee may request permission to attend a treatment program at any time.

C. Employer Responsibility

1. An immediate Supervisor who suspects an employee has a dependency problem has the responsibility to recommend that the employee take advantage of our in-house treatment facility or another recognized treatment facility.
2. NG may assist an employee, including consideration of payment of certain reasonable fees and expenses directly incurred for treatment, as determined appropriate by NG.
3. NG will pay the employee for all entitled accumulated paid leave while the Employee is attending a treatment program.
4. NG will not discriminate against an employee who has a substance abuse disability.

25. ACCEPTABLE EMAIL AND INTERNET USE POLICY

A. Content

A user of the Nunatsiavut Government Email Service shall not:

- (a) post, transmit or otherwise distribute material which is unlawful, harassing, libelous, defamatory, profane, abusive, threatening, harmful, vulgar, obscene, sexually suggestive, hateful, invasive of another's privacy, or otherwise objectionable;
- (b) distribute or provide access to data or information which is protected by copyright or other intellectual property rights, without proper accreditation;
- (c) post, transmit or otherwise distribute messages constituting 'spam' including unsolicited non work-related email messages, inappropriate postings to news groups, false commercial messages, junk mail and chain mail;
- (d) deliberately access inappropriate Internet sites including those that contain sexually explicit or pornographic material, gambling activities, or materials which could be considered harassing, degrading, or discriminatory by others;
- (e) provide access to confidential information belonging to the Nunatsiavut Government without appropriate authorization,;
- (f) provide access to personal information on members of the Nunatsiavut Civil Service or beneficiaries of the Labrador Inuit Land Claims Agreement;
- (g) indicate affiliation with the Nunatsiavut Government without appropriate authorization;

B. Security A user of the Nunatsiavut Government networks shall not:

- (a) break, or attempt to break, the security of any Government computer, system, software, or network;
- (b) share or reveal anyone's password or access credentials, including one's own, or attempt to access any account or data without the right to do so;
- (c) download from the Internet, or upload from any other medium, any software program, batch file, or other executable code, or connect any equipment to a Nunatsiavut Government network, without authorization from the Nunatsiavut Government's Information Technology department;
- (d) engage in any activity that intentionally restricts, disrupts or degrades Nunatsiavut Government's ability to deliver a service, including, but not limited to, the transfer of such large amounts of data as to deliberately inhibit the performance of a network service;
- (e) knowingly post, transmit or otherwise distribute a virus, bug, malicious code, 'trojan horse', 'worm' or other harmful or disruptive data;
- (f) engage in an activity which does or may serve to violate generally accepted standards of Internet conduct and usage, including but not limited to the use of insulting language known as 'flaming': denial of service attacks; web page defacement; port and network scanning; and any unauthorized system penetrations;

C. Records

- (a) all messages sent or received from Nunatsiavut Government email service are property of the Nunatsiavut Government;
- (b) a user of the Nunatsiavut Government Email Service shall not delete or otherwise deny access to Nunatsiavut Government records, including e-mail messages;
- (c) all messages shall be archived as per current standards identified by the Information Technology department;

26. BUSINESS TRAVEL

A. Expenses

1. Meals:
 - (a) Meal rates will be paid in accordance with the rates established by Nunatsiavut Government. Meal rates are based on each meal, i.e. breakfast, dinner and supper. Example: If an Employee leaves mid afternoon, supper is all that can be claimed; if the Employee returns mid-morning, only breakfast can be claimed for that period.
 - (b) Meal rates will be available on the NG intranet website.
 - (c) Meal rates will not be paid for any meals provided or included in the function attended by the Employee.
 - (d) There is no reimbursement for expenditures on alcohol or tobacco whatsoever.
2. Incidentals

Incidentals are provided to cover incidentals such as phone calls, tips, laundry fees, personal care items. Incidentals can be claimed when an employee has to travel overnight for their business travel.

B. Accommodations

1. Actual accommodation costs only will be reimbursed.
2. The Nunatsiavut Government rate shall be paid when boarding at private homes; this figure includes meals.
3. In the event of flight delays, scheduling, cancellations or other reasons for delay in travel, it is the Employee's responsibility to notify hotels/motels of delays or cancellations of reservations. "No show" fees as a result of failure to cancel reservations, will be the responsibility of the employee.

C. Transportation

1. Taxis: Receipts are reimbursable on receipt.
2. Car rentals require prior approval by the Employee's immediate Supervisor.
3. Private vehicle/snowmobile/boat: employee will be reimbursed at the mileage rate or most economical airfare, the lesser of the two.
4. No additional travel time or overtime can be accumulated for Employee requested travel with use of private vehicle, snowmobile or boat.
5. In the event of personal vehicle breakdown, the Employee will be responsible for repair.

D. Reporting requirements for Business Travel

1. In the event of flight delays, scheduling, cancellations or other reasons for delay in travel the employee must contact their immediate supervisor for work direction and work assignments.
2. Depending on departure and arrival times, employees are to report for work on travel days. Example: Flight departure 2:30 pm – staff report to work in the am.

E. Travel Claims

1. Travel expense claims must have attached all applicable and satisfactory documentation and receipts, including airline tickets and/or itineraries

2. Travel expense claim forms must be submitted to the Finance Department no later than ten (10) working days after returning from a trip, and must be signed/authorized prior to submission to the finance department.
3. If travel claims are not completed within the specified period of time the travel advance will be deducted from the Employee's salary until such time as the claim is satisfactorily completed.
4. If the travel expenses are recoverable from another organization, travel advance will be based on NG rates and the following information shall also be provided on the travel advance request form:
 - (a) Name of organization from whom expenses are recoverable;
 - (b) The name of the person in the other organization authorizing recovery of expenses;
 - (c) Electronic tickets required for boarding passes;
 - (d) All travel advance requests have to be submitted to the NG Finance Department.
5. The immediate Supervisor(s) must approve the need for, and purpose of Employee travel.
6. Where a travel advance exceeds the travel expenditures actually incurred, the amount that remains unspent shall be refunded to NG or deducted from the Employee's pay cheque.
7. Travel advances and claims must be approved, rejected or modified by the immediate Supervisor(s) in consultation with the Employee prior to any payments, reimbursements, or adjustments being made with respect to such travel claim. Finance Department will audit travel claims and make recommendations.
8. Monetary honorariums received while on NG business are to be returned to NG.
9. Failure to submit travel expense claim forms, or the submission of false or misleading travel claims shall be cause for discipline up to and including dismissal.

27. STAFF MEETINGS

- I.** Upon the written request to the immediate Supervisor of at least two (2) Employees, the Immediate Supervisor shall hold a meeting with their staff. The meeting should be held within one month of the written request.

Appendix 1

Shift & Flexible Hour Workers

1. Employees who are Shift Workers:

NIHB

Ground Transportation Drivers

Voisey's Bay Project

Environmental Monitors

and other Employees designated as shift workers by NG.

2. Working Schedule for Shift Workers

The working schedule for Permanent Employees showing the shifts and days off work shall be posted in an appropriate place at least one (1) week in advance.

3. Days Off

Days off for Permanent Full Time Employees shall be allocated at the rate of the minimum of two (2) consecutive days off except where mutually agreed between the Employee and the immediate Supervisor.

4. Shift Rotation

Where there is a shift rotation, all shifts shall rotate in an equitable manner. Subject to operational and scheduling requirements, NG will endeavor to accommodate employee requests to work evenings or nights on a permanent basis.

5. Change in Shift

When an Employee's regularly scheduled shift is changed by NG, it is the responsibility of NG to notify the Employee affected by the change as soon as possible before s/he reports to work.

6. Exchange of Shift

Employees may be permitted to exchange their shifts with an Employee in the same classification provided that the employee's Supervisor is notified and approves of the change in shift. If this change results in affected Employee working more than forty (40) hours in a week, NG is not required to pay overtime to the Employee(s) involved.

7. Alternate Work Schedules

NG may introduce alternate shift schedules as may be required based on operational requirements..

8. Changes to Daylight Saving Time

Only those Employees actually working the additional hour will receive one hour of time off in lieu of additional pay.

9. Payment for Normal Hours Worked.

NG may elect to pay shift workers for their normal hours worked, rather than accruing additional hours.

10. Annual Leave

Permanent fulltime shift workers at the Voisey's Bay site receive 8% vacation pay in lieu of any annual leave benefits. These employees are still entitled to Hunting, Fishing, Trapping and Gathering days, to a maximum of 35 hours annually.

11. Additional Hours and/or Overtime

Permanent fulltime shift workers at Voisey's Bay site will be paid based on salaried amount. There is no compensation for additional or overtime hours. For the purpose of leave entitlements, a work day is based on a 12 hour day.

Appendix 2

Corrective Discipline Policy

1. Verbal Warning
 - A Supervisor should make any concerns known to the employee immediately.
 - The verbal warning must advise the employee of the consequences of continued unacceptable performance.
 - The discussion should be recorded in the Supervisor's notes, and not in the employee's personnel file.

2. Written Reprimand
 - If the verbal warning fails to correct the situation, the unacceptable behavior should be formally documented.
 - The Supervisor must state exactly in writing how the incident failed to meet the standards and should refer to any previous verbal warning.
 - The employee must sign the correspondence indicating that it has been received and will be placed in the employee's personnel file.
 - The Supervisor should indicate that the next written reprimand may result in suspension with or without pay or termination.

3. Suspension
 - (a) With Pay
 - In some circumstances it is warranted that an Employee be removed from their position temporarily while an investigation is conducted.
 - The Supervisor in consultation with the Director of Human Resources shall decide if suspension with Pay is warranted.

 - (b) Without Pay
 - The Employee is advised of the unacceptable performance or behavior.
 - The length of suspension may range from one (1) day to two (2) weeks, depending on the circumstances.
 - This written warning should also state that continued poor performance or misconduct may result in termination.
 - The employee must sign the correspondence indicating that it has been received and a copy placed in the employee's personnel file.
 - The Supervisor in consultation with the Deputy Minister and Director of Human Resources shall decide if suspension without Pay is warranted.

4. Dismissal
 - The Deputy Minister in consultation with the Director of Human Resources and the supervisor shall decide if dismissal is warranted.

Appendix 3

Employee Benefits

A. Labrador Allowance

1. Labrador Allowance is intended to assist eligible Employees with some of the costs of living in the isolated areas identified in Table "A" Community Grouping.
2. NG will pay the applicable amount in Table "B" as Labrador Allowance to all permanent staff (fulltime & part time) & temporary if applicable, living in the communities listed either in Group 1 or Group 2 of Table "A".
3. In case of spouses who are both employed by NG or its Affiliate, the total amount paid to both of them shall not exceed the Labrador Allowance dependent rate in Table "B".
4. Labrador Allowance shall be paid bi-weekly on a pro-rated basis in accordance with his/her hours of work to a maximum of 1820 hours.

B. Travel Allowance

1. Travel Allowance is intended to assist eligible Employees living in the isolated areas identified in Table "C" Community Grouping with some of the costs of travel to areas within and outside of Labrador.
2. NG will pay the applicable amount in Table "C" Travel Allowance to all permanent Employees living in the communities listed either in Group 1 or Group 2 of Table "C". Employees must be employed as of March 31st to be eligible and be working, i.e. not on unpaid leave.
3. In case of spouses who are both employed by NG, each spouse shall receive the applicable travel allowance and only one spouse shall claim the benefit for dependents.
4. Travel Allowance shall be paid in April on a pro-rated basis in accordance to his/her hours of work in the past previous twelve (12) month period ending March 31st to a maximum of 1820 hours.
5. Travel allowance benefits are available to employees and their dependents. Dependents are defined as a spouse, common-law spouse, children that are residing with the employee at March 31st for a least 40% of their time. In the case of university students, students must reside with their parents when they are not at university.
6. If an employee is on an unpaid leave of absence, eligible travel allowances will be paid once they return to work.

C. Housing Benefit

1. The Housing Benefit is intended to provide accommodations or an allowance to Hard to Recruit Employees as identified in job postings and by Human Resources, who are recruited into Labrador Inuit Coastal communities, where housing is not generally available or to provide an allowance to offset the high cost of housing.
2. NG will provide furnished housing to Hard to Recruit Employees; utilities will be charged based on the number of bedrooms of the unit occupied and as identified in Table "E". If housing is not available or required by the Hard to Recruit Employee then an annual housing allowance as indicated in Table "D" will be payable and pro-rated bi-weekly in accordance with his/her hours of work to a maximum of 1820 hours. This housing benefit is taxable at market value.
3. In case of spouses who are both Employees in hard to recruit positions and both employed by NG, the total amount paid to both of them shall not exceed the housing allowance in Table "D".

D. Bilingual Allowance

1. The Bilingual Allowance recognizes the importance and value of the Inuktitut language.
2. NG will provide a Bilingual Inuktitut Allowance to Employees who can fluently speak and understand the Inuktitut language or are required to be bilingual in the Inuktitut language.
3. An examination of language ability will be required for all employees prior to receiving this benefit.

E. Deferred Salary

1. Deferred Salary is intended to provide eligible Employees some flexibility in their long-term career and personal goals.
2. NG may allow Employees who have completed five (5) years of service or more to defer salary to fund a leave of absence.
3. The deferred salary plan has two options:
 - (a) To defer 20% of salary for four years to fund a one-year leave of absence without pay, or
 - (b) To defer 10% of salary for four and one half years to fund a six-month leave of absence without pay.
4. The amount of deferred salary will be deposited into a trust and will be paid out to the Employee during the period of the leave in equal installments.
5. The Employee shall be responsible for all taxes payable in respect of this benefit.
6. Service for purposes of severance pay will exclude any deferred salary leave of absence.

F. Recruitment/Retention

1. Recruitment/Retention Bonuses are intended to increase the remuneration for Hard to Recruit positions identified in job postings and by Human Resources in an effort to improve NG's recruitment and retention strategy.
2. NG will pay a one-time recruitment bonus to Hard to Recruit Employees, payable in a lump sum on the second payday following his/her start date. The employee has to work for six months following receipt of this bonus.

3. If the Employee fails to remain continually employed with NG for a six (6) month period, the Employee will repay to NG an amount equal to one-sixth of the recruitment bonus for each month or part of a month that s/he does not work.
4. NG will pay a retention bonus to Hard to Recruit Employees on the second payday following every subsequent six-month completion of employment. The payment will be prorated in accordance with his/her hours of work to a maximum of 1820 hours and paid out biannually within the fiscal year earned.
5. On termination of employment the Employer agrees to pay the Employee an amount equal to one-sixth of the retention bonus for each full month that s/he works for the employer, less any amounts paid under subsection (4) above.

G. Food Allowance

1. Food Allowance is paid to Hard to Recruit Employees identified by job postings and Human Resources to assist with the high cost of food in Labrador Inuit communities.
2. NG shall pay the food allowance to Hard to Recruit Employees, payable bi-weekly and prorated in accordance with his/her hours of work to a maximum of 1820 hours.

H. Educational Differential

1. The Educational Differential is intended to recognize the educational requirement for all Nurse positions in Group 1 & 2.
2. The NG will pay the Educational Differential when an employee as identified in (1) upon commencement of employment payable biweekly.

I. Definitions

1. "Spouse" for the purpose of this benefit package, means someone to whom you are married, or someone of the same or opposite gender, who are living and maintaining their own household, in a spousal relationship for a period of one year.
2. "Dependent (s) " for the purpose of this benefit package, dependent means (excluding persons living in the same household for whom you receive government support):
 - (a) Children of the Employee under the age eighteen (18) years of age, in a non-spousal relationship, living in the same household as the Employee.
 - (b) Children of the Employee eighteen (18) to twenty-four (24) years of age, in a non-spousal relationship, and in full-time attendance at a school or post-secondary institution and residing with you when not in school.
 - (c) A grandchild, if living in the same household and under the full time care of the Employee and parent does not live in the same household.
3. "Employee" for the purpose of this benefit package, means:
 - (a) Permanent full-time
 - (b) Permanent part-time
 - (c) Temporary three years and over
4. "Fiscal Year" for the purpose of this benefit package, means April 01 to March 31

TABLE "A"

COMMUNITY GROUPING GROUP 1
Happy Valley-Goose Bay
North West River
Mud-Lake
GROUP 2
Nain
Hopedale
Postville
Makkovik
Rigolet

TABLE "B"

Labrador Allowance Effective December 1, 2005 – Taxable benefit		
GROUP 1	Single: \$2,050.00/annually	Spouse or Dependent: \$4,100.00/annually
GROUP 2	Single: \$2,905.00/annually	Spouse or Dependent: \$5,805.00/annually

TABLE "C"

Travel Allowance Effective December 1, 2005 – Taxable benefit		
All communities outside Nunatsiavut	Employee: \$450.00/annually	Spouse and Dependent: \$450.00/annually each
Nunatsiavut	Employee: \$900.00/annually	Spouse and Dependent: \$900.00/annually each

TABLE "D"

Hard to Recruit

Positions and Benefits Effective April 1, 2004 – Taxable benefits			
Hard to Recruit Positions	Hard to recruit benefits	Amount	
Table "A" GROUP 2 only	As determined by Human Resources	Food	\$1,000.00
		Educational	\$982.80 Degree
		Differential	\$331.50 Diploma
		Recruitment	\$2,500.00
		Retention	\$2,500.00
		Housing	Free or \$1,800.00

TABLE "E"

Utility Charge One Bedroom unit	\$50.00/month
Two Bedroom unit	\$75.00/month
Three bedroom unit	\$100.00/month
Four bedroom unit	\$125.00/month

Appendix 4

Continuous Operations Workers

1. Employees who are Continuous Operations Workers:
Supportive Living Program
Supportive Living Workers

and other Employees designated as continuous operations workers by NG.
2. Hours of work

The Supportive Living Program is a continuous operations (24 hours per day, 365 days per year). Scheduled shifts from 8am to 8pm (day shift) and 8pm to 8am (night shift).
3. Working Schedule for Shift Workers

The working schedule for Permanent Employees showing the shifts and days of work shall be posted in an appropriate place at least one (1) week in advance.
4. Scheduled Shifts in a 2 week pay period

Permanent Full-time Employees shall be scheduled for a maximum of 6 shifts in a 2 week pay period. Any more than 6 scheduled shifts are considered additional hours overtime.
5. Days Off

Days off for permanent full time employees shall be allocated at the rate of the minimum of two (2) consecutive days off except where mutually agreed between the employee and the immediate Supervisor.
6. Shift Rotation

Where there is a shift rotation, all shifts shall rotate in an equitable manner. Subject to operational and scheduling requirements, NG will endeavor to accommodate employee requests to work nights on a permanent basis.
7. Change in Shift

When an employee's regularly scheduled shift is changed by NG, it is the responsibility of NG to notify the employee affected by the change as soon as possible before s/he reports to work.
8. Exchange of Shift

Employees may be permitted to exchange their shifts with an employee in the same classification provided that the employee's supervisor is notified and approves of the change in shift. If this change results in affected employee working more than forty (40) hours in a week, NG is not required to pay overtime to the employee(s) involved.
9. Alternate Work Schedules

NG may introduce alternate shift schedules as may be required based on operational requirements.
10. Changes to Daylight Saving Time

Only those employees actually working the additional hour will receive an additional hour of pay during their night shift.
11. Additional Hours and/or Overtime

Permanent fulltime shift workers will be paid for all hours worked in a normal 2 week pay period. There will be no accumulation of additional/OT hours to be taken as time off.

12. Statutory Holidays

When a statutory holiday falls within a 2 week pay period, employees will receive an additional 7 hours of pay per holiday in lieu of that statutory holiday at their regular hourly rate.

Appendix 5

Employee Acknowledgment

I, _____, the undersigned Employee of NG, acknowledge that:

- a. I have read and understand all of the contents of NCS's Employee Policy Manual;
- b. I agree to abide and be bound by the terms and conditions of NCS's Employee Policy Manual; and
- c. I accept that the contents of NCS's Employee Policy Manual form part of the terms and conditions of my employment with NG.

SIGNED, this _____ day of _____, 201_____.

Witness

Employee Signature

Appendix 6

OATH OF OFFICE

I, _____, dated this _____ day of _____, 201____,
solemnly and sincerely swear that I will faithfully and honestly fulfill the duties that devolve upon me by reason of my
employment in the Nunatsiavut Civil Service and that I will not, without due authority in that behalf, disclose or make
known any matter that comes to my knowledge by reason of such employment. So Help me God.

Witness

Employee Signature

OR

AFFIRMATION

I, _____, dated this _____ day of _____, 201____,
solemnly and sincerely affirm that I will faithfully and honestly fulfill the duties that devolve upon me by reason of my
employment in the Nunatsiavut Civil Service and that I will not, without due authority in that behalf, disclose or make
known any matter that comes to my knowledge by reason of such employment.

Witness

Employee Signature



NUNATSIAVUT
kavamanga Government

NUNATSIAVUT CIVIL SERVICE

Temporary and Casual Employee Policy Manual

Updated September, 2016

Founding Principles of the Labrador Inuit Constitution

The Labrador Inuit Constitution and Labrador Inuit political, social, cultural and economic institutions under the Labrador Inuit Constitution are founded on the following principles:

- (a) the existence of the Inuit of Labrador as a distinct people whose identity is based on ties of kinship, a shared language, common customs, traditions, observances, practices and beliefs, a special relationship to and control over our ancestral territory, a common history, and our own political, social, cultural and economic institutions;
- (b) the need to protect and advance Labrador Inuit aboriginal and treaty rights, including rights to language, culture, land and resources, and rights of self-government;
- (c) recognition of the human dignity of the Labrador Inuit, the pursuit of equality for the Labrador Inuit as a distinct aboriginal people of Canada, and the advancement of the human rights and freedoms of the Labrador Inuit;
- (d) the need to maintain and strengthen the relationship of the Inuit of Labrador to the land, sea, waters, resources, plants, animals, birds and fish of our ancestral territory, Nunatsiavut;
- (e) acknowledgement that the Labrador Inuit have a special responsibility to use and enjoy Nunatsiavut and its renewable and non-renewable resources with care and respect, without greed or waste and as stewards for future generations;
- (f) respect for the continuity, integrity and development of Labrador Inuit families and acknowledgement that every Labrador Inuit family is responsible for the well being, guidance and conduct of its members;
- (g) recognition that the Inuit of Labrador share responsibility for the well being, safety, security, good conduct, and freedom of all members of Labrador Inuit society and share a particular responsibility for the protection and well being of Labrador Inuit children, Labrador Inuit elders and those members of Labrador Inuit society who may be vulnerable or helpless;
- (h) recognition that the ancestral language of the Inuit of Labrador is Inuttut, that it is the right of every Labrador Inuk to use Inuttut in personal and community life and in official transactions and business and that every Labrador Inuk has a responsibility to teach Inuttut and Inuit culture and customs to Inuit children and provide them with guidance and a sense of belonging within Labrador Inuit culture and society;
- (i) the belief that each Labrador Inuk enjoys his or her individual identity and individual rights as an Inuk as a result of their membership in Labrador Inuit society;
- (j) recognition that within Labrador Inuit society every Inuk is entitled to the same rights and freedoms that all Canadians have under the *Canadian Charter of Rights and Freedoms*;
- (k) the guarantee that Labrador Inuit men and women are equal in rights, freedoms and dignity;
- (l) the belief that every Labrador Inuk has a responsibility to be a self-determining, self-sustaining, productive, and contributing member of Labrador Inuit society in accordance with his or her abilities, to be truthful, to contribute to the good governance of Labrador Inuit society, and to accept responsibility for, and to rectify, any harm that he or she may have caused;

- (m) the requirement that the leaders and representatives of the Labrador Inuit must be democratically chosen by the Labrador Inuit in regular elections and must be accountable to the Labrador Inuit through a system of democratic government that ensures accountability, responsiveness and openness;
- (n) the understanding that the status, powers and functions granted to leaders and representatives of the Inuit of Labrador are entrusted to them for the benefit of all Inuit of Labrador in the expectation that leaders and representatives of the Inuit of Labrador will lead lives deserving of respect, be respectful and considerate of all people, give guidance, act wisely, fairly and surely in the exercise of their powers, seek balance and agreement in their decisions, avoid conflict, and serve without showing favour or prejudice and without pursuing personal gain;
- (o) the requirement that the structures and proceedings of Labrador Inuit political, social, cultural and economic institutions be accessible, open and responsive to the Labrador Inuit;
- (p) the need to structure Labrador Inuit political, social, cultural and economic institutions so that executive authorities do not exercise disproportionate power;
- (q) the belief that decision making by Labrador Inuit political, social, cultural and economic institutions should promote participation by Labrador Inuit individuals and organizations, seek cooperation and consensus, and consider dissenting opinions, the views of minorities and the possible consequences of the decision for all Inuit of Labrador;
- (r) the conviction that Labrador Inuit political, social, cultural and economic institutions exist to consider and provide for Labrador Inuit culture, Labrador Inuit distinctiveness and the aspirations of Labrador Inuit by making policies and laws that meet Labrador Inuit needs, reflect Labrador Inuit culture, customs, traditions, observances, practices and beliefs, and strengthen the relationship between Labrador Inuit and Nunatsiavut;
- (s) the belief that the freedoms and aspirations of the Labrador Inuit and the ability of Labrador Inuit political, social, cultural and economic institutions to advance those freedoms and aspirations will be enhanced and expanded through Labrador Inuit self-sufficiency and fiscal independence;
- (t) the understanding that Labrador Inuit political, social, cultural and economic institutions must have the freedom to evolve in their own way in accordance with the spirit, principles and standards of the Labrador Inuit Constitution;
- (u) the requirement that laws and policies of Labrador Inuit political, social, cultural and economic institutions must be expressed in plain language that can be easily understood by all Inuit of Labrador and are to be published in English and Inuttut;
- (v) the recognition that Labrador Inuit are one of the circumpolar Inuit peoples and share with other Inuit the Arctic environment and ties of language and culture and that, therefore, Labrador Inuit political, social, cultural and economic institutions must maintain and strengthen the bonds between Labrador Inuit and other circumpolar Inuit peoples and promote arrangements for mutual cooperation and development with their governments and institutions;
- (w) the recognition that people other than Labrador Inuit live in Nunatsiavut, that Nunatsiavut is a part of the Canadian federation and that, therefore, Labrador Inuit political, social, cultural and economic institutions must develop policies that embrace pluralism within Nunatsiavut and in dealings with other peoples and their governments;

- (x) the recognition that the Inuit of Labrador have experienced change, new ideas and new technologies which we have integrated into our culture and way of life and, therefore, Labrador Inuit political, social, cultural and economic institutions must maintain and develop policies and ideas that address innovation and the adaptation of new ideas and technologies in ways that are appropriate to Labrador Inuit needs, values and aspirations;
- (y) acknowledgement of the rule of law.

Table of Contents

1.	Introduction.....	8
A.	General.....	8
B.	Definitions.....	8
C.	Application.....	9
D.	Amendments.....	9
2.	Code of Conduct.....	10
A.	Reporting to Management.....	10
B.	Outside Employment or Interest.....	10
C.	Acceptance of Gifts.....	11
D.	Relationships.....	11
E.	Dealing with Public.....	11
F.	Smoke Free Workplace.....	11
3.	Confidentiality.....	12
A.	Purpose	12
B.	Policy	12
C.	Client Information.....	12
D.	Oath of Office/Affirmation of Office.....	13
E.	Media/General Public.....	13
F.	Employment	13
4.	Hours of Work.....	14
A.	Regular Hours of Work.....	14
B.	Flexible Hours of Work.....	14
C.	Additional hours.....	14
D.	Overtime.....	14
E.	Summer hours.....	15
F.	Stand-by.....	16
5.	Attendance.....	17
A.	Timesheet.....	17
B.	Punctuality Requirements.....	17
C.	Reporting Rules.....	17
D.	Consequences for Non-Compliance.....	17
E.	Documentation.....	17
F.	Absenteeism.....	18
G.	Sick Leave Abuse.....	18
6.	Hiring Policy.....	19
A.	Equal Opportunities.....	19
B.	Hiring Procedures.....	19
C.	Provisional Appointments.....	20
D.	Promotions.....	20
E.	Hiring Committee.....	20
F.	Probation Period.....	20
G.	Trial Period.....	20

H.	Performance Appraisals	21
7.	Harassment Policy.....	22
A.	Policy.....	22
B.	Definitions.....	22
C.	Expectations.....	22
D.	Complaint Process.....	24
8.	Corrective Progressive Discipline.....	26
9.	Termination and Resignation	27
A.	Notice.....	27
B.	Employer Property.....	27
10.	Complaint Procedure.....	28
11.	Conflict Resolution Between Employees in Nunatsiavut Civil Service....	29
12.	Payroll and Expenses.....	30
13.	Salary Step Progression.....	31
A.	Service Step Progression.....	31
B.	New Employees Step Progression Placement.....	31
14.	Substitute Positions & Pay.....	32
15.	Transfers.....	33
16.	Salary Review.....	34
17.	Payment to Estate.....	35
18.	Paid Leave.....	36
A.	Annual Leave.....	36
B.	Bereavement Leave.....	36
C.	Sick Leave.....	36
D.	Family Responsibility Leave.....	37
E.	Adverse Weather.....	37
F.	Request for Leave.....	37

19.	Unpaid Leave.....	38
A.	Pregnancy Leave.....	38
B.	Parental/ Adoption Leave.....	38
C.	Political Leave.....	38
D.	Reserve Forces Leave.....	38
E.	Compassionate Care Leave.....	39
20.	Holidays.....	40
21.	Workers' Compensation.....	41
22.	Early & Safe Return-To-Work Policy.....	42
A.	Policy Statement.....	42
B.	Definitions.....	42
C.	Duty to Cooperate	42
D.	Documentation.....	43
E.	Dispute Resolution.....	43
F.	Health Care Providers.....	43
G.	Functional Abilities.....	43
H.	General.....	43
23.	Substance Abuse.....	44
A.	Policy.....	44
B.	Employee Responsibility.....	44
C.	Employer Responsibility.....	44
24.	Internet and Email.....	45
A.	Security.....	45
B.	Records.....	45
25.	Business Travel.....	46
A.	Expenses.....	46
B.	Accommodations.....	46
C.	Transportation.....	46
D.	Reporting Requirements for Business Travel.....	46
E.	Travel Claims.....	47
26.	Staff Meetings.....	48
	Appendix 1: Shift Workers & Flexible work hours.....	49
	Appendix 2: Corrective Discipline Policy.....	50
	Appendix 3: Employee Benefits.....	51
	Appendix 4: Continuous Operations Workers.....	53
	Appendix 5: Employee Acknowledgement.....	55
	Appendix 6: Oath of Office/Affirmation of Office.....	56

1. INTRODUCTION

A. General

1. The Policies and Procedures in this Temporary and Casual Employee Policy Manual:
 - (a) Apply to all temporary, casual employees with regular scheduled full-time hours of work and casual employees of Nunatsiavut Civil Service (NCS), unless stated otherwise;
 - (b) Form part of the terms and conditions of your employment with NG;
 - (c) Are designed to improve the efficiency of Nunatsiavut Government and to enhance the morale of all NG employees;
 - (d) Are intended to protect the rights of both the employee and employer; and
 - (e) Have been approved by the Nunatsiavut Executive Council (NEC).
2. Employees are encouraged to consult with their immediate Supervisor(s) on matters dealing with the working environment of Nunatsiavut Government.
3. The Treasurer with the assistance of the Director of Human Resources has overall responsibility for personnel management.
4. If any questions arise that are not dealt with in this Manual, or if there is any question about the meaning, application or administration of any matter that is dealt with in this Manual, then such question shall be resolved by the Treasurer.

B. Definitions

For the purposes of this Manual:

1. "Acting" means when an employee substitutes in a higher-level position.
2. "Casual Division" mean employees holding positions with Nunatsiavut Government that are not permanent as set out at section 12(1) of the Act respecting the Nunatsiavut Government civil service and employment with the Nunatsiavut Government.
3. "Director" means a senior manager within a department who reports to the Deputy Minister.
4. "Director of Human Resources" means the individual member of the Nunatsiavut Civil Service who is responsible to the Treasurer for personnel management.
5. "Deputy Minister" means a senior civil servant appointed by the President in Council who serves under a Minister as the deputy head or senior manager of a department.
6. "Employees Division" means full-time and part-time positions of employment with the Nunatsiavut Government other than those in the Management Division and the casual jobs division and consists of permanent employees, probationary employees and provisional employees.
7. "Employee" means a temporary employee of the Nunatsiavut Government in the casual jobs division of the NG:
 - (a) Casual: An employee who has no regularly scheduled hours of work and is on a list for call-in relief, and also includes students.
 - (b) Temporary: An employee who is hired for a specific period of at least six (6) months on a full or part

- time basis.
8. "Employer" or "NG" means Nunatsiavut Government.
9. "Hard to recruit" means positions in which repeated recruitment efforts have been unsuccessful in attracting qualified candidates and have met with the following criteria:
- (a) Job competitions have been open to all applicants within the previous 18 month period; and
 - (b) The majority of recruitments resulted in fewer than five qualified, eligible, and available applicants over the previous 18 months
10. "Nunatsiavut Executive Council" means the Executive Branch or Cabinet of the Nunatsiavut Government chaired by the President and composed of the President, the First Minister and Treasurer of Nunatsiavut and other Ministers appointed by the President pursuant to Chapter 5 of the Constitution.
11. "LIA" means the former Labrador Inuit Association and its Affiliates.
12. "Manager" means a position that exercises management functions and is responsible for, directs and oversees a work unit.
13. "Minister" means a member of the Executive Council appointed by the President in accordance with the Constitution and the Nunatsiavut Government Organizational Transitional Act.
14. "Merit Principle" means the principle that merit governs the appointment of a person to, and advancement within, the civil service on the basis of qualifications, relative ability, knowledge and skills.
15. "Supervisor" means a position that exercises supervisory functions and is responsible for and directs the work of one or more employees, and includes Professional Supervisors and more senior levels of management as applicable.
16. "Treasurer" means the Treasurer of Nunatsiavut Government appointed by the President pursuant to section 5.1.1(c) of the Constitution.

C. Application

1. Each employee shall be given a copy of this Manual when they commence employment with NG.
2. All employees, as a condition of employment, shall be required to sign a written acknowledgement that they agree to be bound by this Employee Policy Manual, a copy of which is attached in Appendix 4.

D. Amendments

1. This Manual can be amended at any time by NEC upon thirty (30) days notice to the employees, or earlier if required in the circumstances.
2. Copies of any amendments to this Manual shall be distributed to all employees, via NG Intranet. Notifications of amendments will be emailed to all employees.

2. CODE OF CONDUCT

The reputation of Nunatsiavut Government in the community it serves places high expectations upon its integrity. Nunatsiavut Government's reputation is, in turn, dependent upon the integrity and sense of responsibility of NG's employees in whom great trust rests. The way in which that trust is discharged determines the success of Nunatsiavut Government and the place of pride which it enjoys in the communities.

It is not possible to state a set of rules that would codify proper behavior in every situation. To provide assistance and direction, guidelines have been developed which define the philosophy and code of conduct NG employees must consistently maintain. It is imperative that a high standard of ethical, moral and legal conduct be evidenced in all of our practices.

This code of conduct shall in no way relieve any employee from complying with all applicable laws, statutes, regulations, by-laws, rules or lawful instructions of Nunatsiavut Government.

A. Reporting to Management

1. All employees have a duty to report knowledge of any (i) situation which might adversely affect Nunatsiavut Government's reputation, (ii) conflict of interest, or (iii) an improper practice.
2. Reports should be submitted to a member of the management division in writing.
3. Improper practice means any illegal, fraudulent, dishonest, negligent, improper, unsafe or unethical action or omission by an employee.
4. Conflict of Interest means any situation or activity where an employee's personal or private interests or considerations (including the interests and considerations of family member (as defined in subsection D4) affect, or can reasonably be perceived to affect the employee's judgment in acting in the best interest of NG; and/or any situation or activity where an employee participates in decision-making, where the employee ought reasonably to know that there is the opportunity to benefit himself or herself (or family member as defined in subsection D4) improperly, directly or indirectly.

B. Outside Employment or Interest

1. Employees may pursue supplementary employment, including self-employment, or volunteer work outside NG, provided such employment or interest does not:
 - (a) Place them in a conflict of interest with their duties and obligations to NG,
 - (b) Interfere with performing regular duties for NG, or
 - (c) Involves the use of NG's premises, equipment, or supplies, unless such use is authorized.
2. Employees shall not accept monetary or other in-kind payment or benefit from any third party in respect of the employee's work with NG.
3. Employees, with the consent of the Deputy Minister, may teach courses at institutions during normal working hours, provided that:
 - (a) Acceptable arrangements can be made for the employee to perform all regular duties,
 - (b) Course preparation and marking is done on the employee's own time, and
 - (c) There is no other conflict or interference with NG's operations.
4. Any employee who has any direct or indirect ownership, interest, or profit participation in outside business enterprise that has or may have dealings with Nunatsiavut Government shall immediately disclose such interest in writing to the Deputy Minister. The President, First Minister, Minister and Treasurer shall discuss with the Executive Council.

5. Any employee who sits on a Board or Committee, that is not part of their duty as an employee of the Nunatsiavut Government, must take unpaid leave from their duties to the NG for that time period.

C. Acceptance of Gifts

1. An employee shall not accept a gift in the course of their employment, other than the normal exchange of hospitality between persons doing business together, tokens exchanged as part of protocol, or the normal presentation of gifts to persons participating in public functions.
2. Any gifts that exceed a value of \$250 must be reported to the Nunatsiavut Government even if they are considered a normal exchange of gifts.

D. Relationships

1. Employees should always avoid situations where a conflict of interest may occur or where inappropriate behavior and working relationships may result in claims of favoritism or harassment.
2. NG does not prohibit the hiring of employees' relatives. However, NG will endeavor whenever possible to ensure that employees may not be hired and or transferred into a position in which they will be working directly for or supervising a relative or in positions that may influence an employee's salary, career plans, or other human resource programs.
3. Employees who exercise a regulatory, inspectional, or other discretionary function over a person with whom they have a relationship shall, wherever possible, disqualify themselves from dealing with that relative with respect to those functions.
4. Relationship, relative or family member means a spouse (including common law-spouse), parent, child, brother, sister, grandparent and in-laws.

E. Dealing with Public

1. Employees must maintain a neat and presentable appearance with dress and active wear to reflect the nature of the position.
2. All dealings with other employees, customers, clients and the general public must be conducted in a professional and courteous manner and in accordance with established NG policies.
3. Supervisors have the authority to codify suitable attire.

F. Smoke-Free Workplace

1. NG is dedicated to providing a healthy and comfortable working environment for all of its employees. This includes enforcing a smoke-free workplace. Second-hand smoke is considered to be a health hazard and therefore will be removed from the workplace. Smoking is permitted outside of NG places of work, away from the entrance to the premises.

3. CONFIDENTIALITY

A. Purpose

1. To ensure confidentiality for Nunatsiavut Government, its constituents, customers, clients, suppliers, and employees is maintained.

B. Policy

1. Confidential Information about Nunatsiavut Government, its constituents, clients, suppliers, or employees should not be divulged to anyone, except persons who are authorized to receive such information. When the employee is in doubt as to whether certain information is confidential, no disclosure should be made without first asking appropriate management personnel. This basic policy of caution and discretion in handling of Confidential Information extends to both external and internal disclosure.
2. All Confidential Information remains the property of Nunatsiavut Government and will not be disclosed to any person other than for purposes and benefit of Nunatsiavut Government. Employees will not use any Confidential Information for his/her own purposes or for purposes other than those of NG.
3. All employees must sign an oath of office or affirmation agreeing to retain all Confidential Information in the strictest confidence and prevent access to it, a copy of which is attached in Appendix 5. Under no circumstances will s/he disclose Confidential Information during employment or following termination of employment.
4. "Confidential Information" includes confidential or proprietary information or trade secrets in whatever form, both existing and contemplated, including without limitation:
 - (a) Customer and client information and personal data;
 - (b) Medical, health and client records;
 - (c) Client and employment information in Sections 3 C and F;
 - (d) Supplier and supplier strategies or methods;
 - (e) Actual and potential client services, needs and requirements not publicly available;
 - (f) Business and financial records;
 - (g) Scientific and research information;
 - (h) Proprietary knowledge and data, trade secrets and confidential methods of operations; and all other Confidential Information which belongs to Nunatsiavut Government, it's constituents or its clients, suppliers or employees (collectively, the "Confidential Information")

C. Client Information

1. All information in an individual's file or learned about an individual is privileged and confidential information. The right of every individual to privacy should be recognized and protected to the greatest extent possible.
2. Employees are entrusted with information regarding the people they serve, their families and Nunatsiavut Government, and employees are expected to maintain complete confidentiality regarding such information relating to the above.
3. No verbal or written material about an individual receiving services from NG will be released without his/her written permission or the permission of the family/advocate. No material that NG receives from other sources about a person can be forwarded without their written permission. Information or reports received from other agencies can only be released by the originating agency.
4. No client files may be removed from the administration office or any other work site. Copies can be made of information requested by clients or legal guardians.
5. When releasing any information the following guidelines must be followed:

- (a) Information contained in an individual's record or learned about the individual should not be transmitted directly to any members of the staff or to students or volunteers who are not involved in the individual care or program. Such information should only be transmitted by authorized/supervisory staff who should screen the information requested and transmit only that which is required and appears justified.
- (b) There must be a clearly justifiable and documented purpose for obtaining, storing, and releasing information to a person other than to the subject of the information.
- (c) The informed consent in writing, whenever possible, of every individual should be a requirement prior to the release of personally identifiable information about him/her, except where such release is required by law.
- (d) Individuals shall have access to personally identifiable information about themselves.
- (e) Employees shall ensure that reasonable measures to prevent unauthorized access to the records are defined, documented and put into practice.

D. Oath of Office or Affirmation of Office

- 1. All Employees shall complete the Oath or Affirmation of Office in accordance with Appendix 5.

E. Media/General Public

- 1. An employee may engage in public awareness campaigns, program promotion and community activities as part of the normal course of the duties of his/her position. All other public or media related communications must first receive authorization. A Deputy Minister in conjunction with a Minister shall provide appropriate authorization. Employees are encouraged to consult with his/her Supervisor to seek direction to ensure compliance with this policy. Failure to seek authorization may result in disciplinary action, which may include suspension or termination.

F. Employment

- 1. The confidentiality of employee information shall be maintained at all times.
- 2. The release of any employment information, including references, on an employee will only be done by the Human Resources Department following a request from the employee concerned and such information will be provided to the employee in writing on Nunatsiavut Government letterhead, or as otherwise directed by the employee.
- 3. All personnel files are kept by the Human Resource Department of NG. All personnel records are kept in archives for a period of seven years.
- 4. On giving at least three (3) working days notice, an employee will have access to their personnel file in the presence of a representative from the Human Resource Department.

4. HOURS OF WORK

A. Regular Hours of Work

1. The regular hours of work are seven (7) hours a day, thirty-five (35) hours a week, Monday to Friday, and a one (1) hour unpaid lunch period. As operational requirements permit, there is a fifteen (15) minute paid break in the morning and afternoon as operational requirements permit.
2. The regular office hours for NG are 8:30 a.m. to 12:00 Noon and 1:00 p.m. to 4:30 p.m. Atlantic time. An employee with longer commuting times to and from work may be permitted by NG to take a thirty (30) minute lunch period and finish at 4:00 p.m.
3. Temporary and casual employees may or may not work regular hours of work. .

B. Flexible Hours of Work (Temporary and casual employees with regular scheduled full-time hours of work only)

1. It is recognized that certain positions within the NG are required to work flexible hours of work allowing for assigned daily start and finish times which may vary from day to day within limits established by the Supervisor, to a maximum of seventy (70) hours bi-weekly. The days of rest may be other than Saturday and Sunday.
2. The flexible hours of work arrangement shall be recorded by NG. Flexible hours of work shall be arranged with a view to minimizing or eliminating overtime. Flexible hours must be used within one week.

C. Additional Hours (Temporary casual employees with regular scheduled full-time hours of work only)

1. Time worked in excess of thirty-five (35) hours weekly to a maximum of forty (40) hours weekly ("additional hours") must be approved in advance by the employee's immediate Supervisor or designate and shall be compensated for as time off at the rate of straight time for each approved additional hour worked to a maximum of thirty-five (35) hours total of additional hours worked in a fiscal year. The paid time off work is to be taken within that fiscal year in which the additional hours were earned, prior to the utilization of annual leave.

D. Overtime (Temporary and casual employees with regular scheduled full-time hours of work only)

1. Effective time management, flexible Hours of Work, and Additional Hours shall be utilized to minimize or eliminate overtime, which is time worked in excess of forty (40) hours per week. As a general rule, NG shall endeavor to avoid overtime. In those instances when an employee may be required to work extra hours that may otherwise place them in an overtime situation by the end of the week, efforts should be made to reduce the amount of hours worked by that employee in the remainder of that week to avoid overtime.
2. Where, in the opinion of a Deputy Minister, it is necessary, he or she may, by written directive, require an employee to work more than the working hours prescribed for the employee's position.
3. A copy of an approved directive documenting overtime must be delivered by the Deputy Minister, to the Department of Finance.
4. A Deputy Minister may delegate in writing the authority to authorize overtime to a director or manager in the Deputy Minister's department.
5. The employee will be compensated for a maximum of thirty-five (35) hours total of overtime worked in a fiscal year at the rate of one and a half hours of paid time off work for each hour of overtime worked, and the paid time off work is to be taken within that fiscal year in which the overtime was earned, prior to the utilization of annual leave.

6. Any balance of accrued overtime leave or additional hours leave not taken at the end of the fiscal year, shall be paid to the employee at the end of the fiscal year at the applicable rate of pay.
7. Time off in lieu of either overtime or additional hours, or any other paid or unpaid leave does not count as time worked in a week for the purpose of determining entitlement to overtime.
8. The week is the period of Sunday to Saturday for the purposes of calculating additional hours and overtime.
9. There shall be no compensation for any additional hours or overtime in excess of the maximum stated in this policy.
10. A response by an employee in the form of advice or direction without needing to report to work is not considered time worked or overtime.
11. For the purposes of training, workshops and conferences, and associated travel time, required by the employee relating to his/her qualifications, license or other requirement, or requested by the employee:
 - (a) It is not considered time worked for purposes of additional hours or overtime; but
 - (b) Shall not result of loss of an employee's regular pay based on his/her regular schedule of work.
12. For the purposes of training, workshops and conferences, and associated travel time, requested or required by NG for the purpose and benefit of NG:
 - (a) It shall not result of loss of an employee's regular pay based on his/her schedule of work;
 - (b) There shall be no compensation for time on an employee's normal work day in excess of the employee's normal daily hours of work;
 - (c) If it occurs during the employee's normal day off, then s/he may take the next scheduled work day off with pay with the approval of the immediate Supervisor; and
 - (d) If not taken as time off under subsection 12.c, it is considered time worked for purposes of additional hours or overtime to a maximum of the employee's regular daily hours of work.
13. If an employee while away from his/her home community for work purposes is delayed in travel during normal days off but is not required to work during this period of delay, s/he will not accumulate hours or be paid for such period of delay.
14. All accumulated overtime and additional time worked must be recorded in the timesheet and the Request to Work form placed in the employee's attendance records.

E. Summer Hours

- I. NG's summer hours, which are in effect from the 1st Monday in June to the 1st Monday in September, end one-half (1/2) hour earlier at the end of each day. Summer hours shall not result in the accumulation of additional time off by employees whose schedule requires their attendance to 4:30 p.m.

F. Stand-by

1. Standby means an Employee who is required to be available for immediate call in to work outside of regular working hours.
2. An employee on stand-by must be available by telephone or pager for immediate return to work.
3. An employee on standby will be compensated at the rate of \$1.25 per hour, in addition to compensation for any reporting to work while on standby. Standby will be distributed as equally as possible among the applicable group designated by management.
4. An employee who is required to report for work will also be reimbursed transportation costs with receipts or per kilometer if the employee's personal vehicle is used.
5. An employee who is on standby and unable to report for work will not be paid stand-by.

5. ATTENDANCE

A. Timesheet

A timesheet for employees to record arrival, departure, additional hours, overtime, approved leaves of absence, and absences will be kept. It is the responsibility of the Supervisor to see that the attendance register is accurately maintained.

B. Punctuality Requirements

1. Employees are expected to be at work and ready to start work on time at the beginning of your scheduled start time and following lunch and rest periods.

C. Reporting Rules

1. Employees who are going to be late for work or are unable to report for work due to illness or other reasons must contact his/her Supervisor within 10 minutes after the start of the day or if the position requires a replacement worker that employee must call their supervisor or designate at least one hour prior to the start of their working day and provide the following information:

- Name
- Time period that you are unable to work or will be reporting late for
- Reason for your absence or lateness (i.e. illness, family emergency etc..)

2. Employees must report their absence on each day of absence. Employees who have already provided NG with a medical certificate verifying they will be absent for an extended period are not required to call for the days covered by the certificate.

3. In the event you are unable to contact your Supervisor, you must do one of the following:

- Leave a detailed message on your Supervisor's voice mail, or contact the Supervisor's designate.
- Leave a detailed message with the Department Office.

4. Employees, who have to leave work before their shift ends due to illness or an emergency, must directly advise their Supervisor prior to leaving work. If your Supervisor is not available, you are required to directly notify another Supervisor in your area or the Human Resources Department prior to leaving work.

D. Consequences for Non-Compliance

1. Employees who are not punctual or do not follow the Reporting Rules above may be subject to one or more of the following consequences, except where the employee is unable to comply for legitimate reasons as determined by NCS:

- Considered a "No Show" for work;
- Not paid for the day of the absence; and
- Disciplinary action may be issued.

E. Documentation

1. Employees are required to provide medical certificates acceptable to NG upon request, and immediately upon return to work following a period of sick leave or unpaid leave due to illness of at least three or more consecutive workdays.

2. Absences related to jury duty or subpoenas will require documentation from the appropriate parties. Absences for other reasons may also require the Employee to submit documentation acceptable to NG to verify the entitlement to the leave requested.

F. Absenteeism

1. The record of employee absences will be reviewed regularly by NG. Depending upon the circumstances, NG may pursue one or more of the following procedures with an employee when it appears that an absenteeism issue exists:
 - (a) The employee may be required to provide a medical certificate or additional information for any absences during the remainder of the year.
 - (b) The Supervisor, a representative from the Human Resources Department and/or member of the Management division may meet with the employee to review the employee's attendance record and discuss measures to assist in improving the employee's attendance at work.
 - (c) Upon evaluation of an employee's medical condition, and where appropriate, engage in efforts with the employee to accommodate the employee.

G. Sick Leave Abuse

1. In cases of sick leave abuse, which includes but is not limited to instances where an employee exhibits a pattern of absenteeism, NG may issue disciplinary action, up to and including termination.

6. HIRING POLICY

A. Equal Opportunities

1. All positions within NG will be open to male and female applicants.
2. Measures must be taken to maximize Inuit employment at all levels within the Nunatsiavut Civil Service including, if necessary, the preferential appointment of qualified Inuit to positions.
3. Provision must be made for the hiring of Inuit women and Inuit with disabilities in accordance with employment equity principles and the Labrador Inuit Constitution.

B. Hiring Procedures

1. If a vacancy or new position becomes available the Director of Human Resources or a hiring committee must hold an open competition.
2. Qualified employees of the Nunatsiavut Government, including seasonal employees, who have passed a probationary period, will have preferential consideration.
3. The Director of Human Resources or a hiring committee must give notice of a competition at least two weeks in advance of the closing date of the competition.
4. Notices for open competitions must be posted:
 - (a) On notice boards in all Nunatsiavut Government offices in areas accessible to employees, and
 - (b) In such other manner as the Director of Human Resources or a hiring committee considers reasonable access.
5. An applicant for an open competition may be any employee of the Nunatsiavut Civil Service or a member of the public.
6. If a competition is held, the Director of Human Resources or a hiring committee must
 - (a) Review the applications of candidates;
 - (b) Examine those candidates who possess the required qualifications;
 - (c) Rate the candidates in order of merit; and
 - (d) Fulfill the functions required
7. Before nominating a candidate for a position, the Director of Human Resources or a hiring committee must satisfy itself that the person is fit to perform the duties and to undertake the responsibilities of the position.
8. An eligibility list of qualified persons may be established and used if the successful candidate declines, is rejected on probation, or resigns within a six (6) month period. The eligibility list may also be used for upcoming similar term or casual positions. The eligibility list will be in effect for one (1) year from date of posting.
9. NG retains the right to deny awarding a position to a probationary employee, or an employee with a current record of discipline with NG.
10. All potential employees of NG, may be required to provide an acceptable Certificate of Conduct as a condition of employment. Employees may be asked at any time during their employment to provide an updated Certificate of Conduct. Failure to do so may result in termination.

C. Provisional Appointments

1. If, following a competition for a position in the employee division, no candidate is held to be qualified, the Director of Human Resources or the Hiring Committee may recommend a candidate whose qualifications most closely match those required for the position.
2. A provisional appointment shall be at a salary rate less than the minimum rate set out for the position for such length of time as may be required by the candidate to successfully complete the necessary qualifications.
3. Upon attaining the necessary qualifications to the satisfaction of the Director of Human Resources, the provisional appointee must be granted a probationary appointment to the position.

D. Promotions

1. No promotion may be made, except by the Minister upon recommendation of the Director of Human Resources.
2. The Ministers must, having regard to equal opportunities, make all promotions on the basis of the merit principle.

E. Hiring Committee

1. The Director of Human Resources or designate, will form, and chair, all Hiring Committees.
2. If any member of a Hiring Committee is in a conflict of interest in relation to an applicant, that member shall not sit on the Hiring Committee.

F. Probation Period

1. All new employees shall be subject to a probationary period of nine hundred and ten (910) hours of actual work, which must be completed successfully.
2. During this probationary period:
 - (a) The new employee may not be eligible for a transfer or seek a promotion;
 - (b) Either the new employee or the employer may terminate employment, without cause, with one week's notice; and
 - (c) The new employee may be terminated for cause without notice.
3. Two weeks prior to the end of the probationary period, the supervisor and the new employee shall complete the Performance Evaluation Form.
4. If a new employee satisfactorily passes their probationary period, they shall receive confirmation of employment in writing at least two weeks after the end of the probation period.
5. A probationary period may be extended for an additional 405 hours (3 months) if an employee's performance is deemed not satisfactory but not serious enough for dismissal or requires additional time for assessment.

G. Trial Period

1. If a current employee is a successful applicant for a vacant or new position, s/he shall be subject to a three (3) month trial period. During this trial period, the employee shall be granted a three (3) month leave of absence from his/her former position.
2. During the trial period, the employee cannot apply on any other position. NG retains the right to deny a promotion or transfer to an employee who has recently completed a trial period.
3. The trial period may be extended by the amount of leave taken by the employee during the trial period.
4. Two weeks prior to the end of the trial period, the supervisor and the Employee shall complete the Performance

Evaluation Form.

5. If the employee satisfactorily completes the trial period, they shall receive confirmation in writing at least two weeks after the end of the trial period.
6. The employee will be placed in the salary level of the new position at their current step, and will be entitled to a step progression on their regular anniversary date.
7. If an Employee proves unsatisfactory in the new position during the trial period, s/he may return to his/her former position and salary level and benefits.
8. If the employee's former position no longer exists and the employee's performance is either deemed unsatisfactory or the employee decides they would like to decline their new position, the employee will be terminated with the appropriate notice as per the Canada Labour Code.
9. A probationary period may be extended for an additional 405 hours (3 months) if an employee's performance is deemed not satisfactory but not serious enough for dismissal or requires additional time for assessment.

H. Performance Evaluations

1. Performance evaluations shall be completed by the employee's immediate Supervisor and any associated professional staff for the probationary period, trial period and annually in each fiscal year on or by 01 June.
2. Performance evaluations may be done at other intervals at the discretion of the Supervisor in the event of unsatisfactory work performance. These evaluations may be used as documentation for dismissal.

7. HARASSMENT POLICY

A. Policy Statement

NG is committed to providing a work environment where all persons working for NG are treated with respect and dignity.

The Canadian Human Rights Act and the Canada Labour Code protect employees from harassment. The Criminal Code protects employees from physical and sexual assault. The Canadian Human Rights Act provides every person in the workplace the right to freedom from harassment based on race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability and pardoned conviction.

B. Definitions

Harassment – is any improper conduct by an individual, that is directed at and offensive to another person or persons in the workplace and that a reasonable individual knew or ought reasonably to have known would be unwelcome.

Sexual Harassment – includes offensive or humiliating behaviour that is related to a person's sex, as well as behaviour of a sexual nature that creates an intimidating, hostile or "poisoned" work environment, or that could reasonably be thought to put sexual conditions on a person's job or employment opportunities.

Management – Supervisors, Managers, Directors, Deputy Ministers and other Senior NCS

Complaint – is a formal allegation of harassment submitted in writing to the Human Resources Division and which is based on actions defined as harassment.

Mediation – is a voluntary process used to resolve conflict by having a neutral person help the disputing parties arrive at a mutually acceptable solution.

C. Expectations

Employees:

- (a) Employees are expected to act towards other individuals professionally and respectfully
- (b) Employees who believe they have been treated in an improper and offensive manner are expected to communicate to the offending party as soon as possible, directly or through a supervisor/manager, their disapproval or unease. They can get help or guidance from the supervisor or person designated by the department/organization.
- (c) They can expect to be informed of the policy
- (d) They can expect prompt action if they report an incident of harassment to their supervisor/manager or if necessary to another appropriate manager.
- (e) They can expect to be treated without fear of embarrassment or reprisal when dealing with a harassment situation in the resolution of a complaint.
- (f) They will be encouraged to participate in a problem resolution process before proceeding with the complaint process.

Complainants, respondents and witnesses

- (a) Complainants, respondents and witnesses are expected to provide information as required in the steps noted below under "Complaint Process"
- (b) They are expected to co-operate in the complaint process if and when called upon to do so.
- (c) They are expected to limit the discussion of the complaint to those who need to know.
- (d) They can expect to review their statement as recorded by the investigator, to confirm its accuracy, prior to the final report being submitted.

- (e) Complainants and respondents will receive information related to the complaint in writing, including allegations, as noted in the steps below, under "Complaint process", and in accordance with the principles of procedural fairness.
- (f) Complainants and respondents may have with them, during meetings and interviews related to the resolution of the complaint, a person of their choice who has agreed to accompany them and who is not a party to the process.
- (g) Complainants and respondents can expect to review a copy of the draft report. They will be informed in writing of the outcome of the investigation and will receive a copy of the final report.
- (h) If the complaint is founded, complainants will be informed verbally whether corrective or disciplinary measures will be taken as a result of their complaint.
- (i) If the complaint is frivolous or in bad faith, respondents will be informed verbally whether corrective or disciplinary measures will be taken.

Management

- (a) Management is expected to lead by example and to act respectfully in dealings with employees and other persons working for the Nunatsiavut Government.
- (b) They can expect to have access to learning opportunities on the prevention and resolution of harassment and in conflict resolution.
- (c) They are expected to ensure that employees are aware of the policy and to remind them of its contents as deemed necessary.
- (d) They are expected to ensure that employees have access to learning opportunities on the prevention and resolution of harassment in the workplace.
- (e) They are expected to intervene promptly when they become aware of improper or offensive conduct and to involve the parties in resolving the problem.
- (f) They are expected to address any alleged harassment of which they are aware, whether or not a complaint has been made. This applies to situations that involve employees as well as other persons working for the Nunatsiavut Government.
- (g) They are expected to handle all harassment situations confidentially and to ensure that others act accordingly.
- (h) They are expected to address the needs of the parties concerned and the working unit following a complaint with the assistance of a specialist as needed, in order to establish or re-establish harmonious working relationships.

Human Resources Department

- (a) Human Resources Department are expected to be impartial in any complaint process in which they are involved.
- (b) They can expect to have access to learning opportunities related to their role and responsibilities as Human Resources Department.
- (c) They are expected to apply the established steps in the complaint process.
- (d) They are expected to take the necessary action to ensure the confidentiality of complaints.
- (e) They are expected to ensure that both complainants and respondents have access to support and advice during any resolution process associated with the complaint.
- (f) They are expected to offer mediation;
- (g) They are expected to separate the complainant and respondent, hierarchically, physically, or both, for the duration of the complaint process, if they deem it necessary;
- (h) They are expected to assign a mandate to the investigator(s) and ensure that persons conducting investigations are qualified, that they are impartial, that they have no supervisory relationship with the parties, and that they are not in a position of conflict of interest.
- (i) They are expected to ensure that corrective and/or disciplinary measures are taken, where warranted.
- (j) They are expected to ensure that no documents relating to the harassment complaint are placed in the personnel file of either party, other than a disciplinary letter in the file of the employee who is subject to a disciplinary measure.
- (k) They are expected to ensure that parties are provided with the information to which they are entitled.

Investigators

- (a) Investigators are expected to meet the requirements as outlined in the Competencies Profile for Internal and External Harassment Investigators.
- (b) They are expected to apply the principles of procedural fairness.
- (c) They are expected to abide by their assigned mandate.

D. Complaint Process

Step 1 – Filing a complaint

The complainant submits a complaint in writing to the Human Resources Department, within one year of the alleged harassment leading to the complaint. The complaint must include the nature of the allegations; the name of the respondent; the relationship of the respondent to the complainant (e.g., supervisor, colleague); the date and a description of the incident(s); and, if applicable, the names of witnesses. The information provided should be as precise and concise as possible.

Step 2 - Screening and acknowledgement of complaint

Upon receipt of the complaint, the Human Resources Department screens and acknowledges receipt of the complaint. The criteria used in the screening are that the complaint:

- (a) Must be filed within one year of the alleged harassment leading to the complaint, unless there are extenuating circumstances; and
- (b) Must include the information noted in Step 1.

If these criteria are met, the Human Resources Department informs the respondent that a complaint has been received and provides him/her with the particulars of the complaint in writing, including the allegations. If these criteria are not met, the Human Resources Department informs the complainant in writing that he or she cannot accept the complaint. If appropriate, the Human Resources Department suggests other means of resolving the issue.

Step 3 - Review of the complaint

Once the complaint has been acknowledged, the Human Resources Department reviews the complaint and if necessary, seeks additional information to determine if the allegations are related to harassment. If the Human Resources Department concludes that the complaint is not related to harassment, he or she informs the complainant and the respondent in writing. The Human Resources Department re-directs the complainant to the appropriate avenue of recourse or suggests other means of resolving the issue. If the allegations are related to harassment, the Human Resources Department determines what efforts have been made to resolve the problem, identifies immediate avenues of resolution if any, and takes appropriate action.

Step 4 - Mediation

If the harassment complaint remains unresolved, the Human Resources Department must offer mediation. If the parties agree to mediation, the Human Resources Department obtains mediation services as noted above under "Human Resources Department", section (f).

Step 5 - Investigation

If mediation has not resolved the complaint, or if mediation was not undertaken, the Human Resources Department launches an investigation and notifies all involved parties. The investigator must meet the requirements as noted previously under "Human Resources Department", section (h). The investigator must provide the Human Resources Department with a written report that includes his or her findings and conclusions.

If mediation is undertaken at any time during the investigation process, the investigation is suspended. It is resumed only if mediation is unsuccessful. If the Human Resources Department is satisfied that he or she has all the facts and that the parties have been heard, he or she may decide not to undertake an investigation and to proceed to Step 6.

Step 6 - Decision

The Human Resources Department reviews all the relevant information and decides what action to take. He or she then informs the parties in writing of the outcome of the investigation and ensures that corrective and/or disciplinary measures are taken, if warranted.

Other recourse

If harassment is based on one of the grounds of discrimination prohibited under the *Canadian Human Rights Act*, employees have the right to file a complaint with the Canadian Human Rights Commission. Assaults including sexual assault are covered by the *Criminal Code* and in such cases the police should be contacted.

If a complaint on the same issue is or has been dealt with through another avenue of recourse, the complaint process under this policy will not proceed further and the file will be closed.

8. CORRECTIVE PROGRESSIVE DISCIPLINE

1. Employees may be disciplined for cause, up to and including dismissal. Progressive discipline will normally be applied, except when the circumstances warrant an accelerated response, such as suspension or termination. Appendix 2 contains a general overview of progressive discipline.
2. The following, includes but not limited to serious misconduct which may result in the employee being immediately dismissed for cause:
 - (a) Theft or dishonesty;
 - (b) Breach of trust, confidentiality or Professional and/or program Code of Ethics;
 - (c) Client abuse;
 - (d) Possession, use of, or being under the influence of alcohol, non-medically prescribed or illegal drugs while on NG property or while at work;
 - (e) Gross incompetence or gross neglect of duty; and
 - (f) Harassment
3. A Deputy Minister may, for cause, reprimand, suspend, demote or dismiss an employee in a Department or Agency for which the Deputy Minister is responsible.
4. The Treasurer may authorize the Director of Human Resources and designated supervisors to exercise the powers set out in subsection 8.3.
5. An employee who is reprimanded, suspended, demoted or dismissed shall be notified in writing of the reason for the action and a copy of the notification shall be forwarded to the Minister and the Director and placed on the employees personnel file.
6. An employee may request in writing to the Director of Human Resources, that a disciplinary document be removed from his/her personnel file after twenty-four (24) months of good service without any discipline being issued within that period.
7. If an employee is dismissed for cause, or is terminated for cause on a probationary period, s/he shall be considered ineligible for re-employment with NG for a period of at least three (3) years from the date of his/her dismissal. Such employees are required to demonstrate the re-establishment of a positive work history during this period of time before being considered for re-employment with NG.

9. TERMINATION AND RESIGNATION

A. Notice

1. In the event a temporary or casual employee with regular scheduled full-time hours of work resigns, or NG terminates an employee without cause, the following notice or pay in lieu of notice is required to be provided by either the employee or NG, as applicable:
 - (a) 1 week, where the employee is still under probation
 - (b) 2 weeks, where you are employed for at least 6 months but less than 5 years;
2. At least three (3) weeks notice must be given of resignation or termination without cause of a Supervisor.
3. The periods of notice noted above may be altered only if specifically detailed in an employee's employment contract with NG.
4. If an employee is successful in seeking election to the Nunatsiavut Government, a shortened notice period may be negotiated with the Deputy Minister and Minister.
5. Leave for additional hours or overtime accrued shall not be taken during the period of notice under this Section.

B. Employer Property

1. The employee acknowledges that all items of every nature or kind created or used by the employee pursuant to the employee's employment, or furnished by the employer to the employee, and all equipment, automobiles, credit cards, books, documents, records, files, diskettes, electronic communications, manuals, literature, intellectual property, confidential information or other materials shall remain and be considered the exclusive property of the employer at all times and shall be surrendered to the employer, in good condition, promptly at the request of the employer, or in the absence of a request, on the termination of the employee's employment with the employer, however caused.

10. COMPLAINT PROCEDURE

1. A "complaint" is an employee's disagreement arising out of the interpretation, application, or alleged violation of this Temporary Employee Policy Manual. Complaints shall be determined in accordance with this procedure.

2. The process for settling complaints is as follows:

STEP 1 - An employee with a complaint is expected to first discuss the matter with his/her immediate Supervisor with a view to resolving the matter, which must occur within five (5) working days of the employee becoming aware of the incident giving rise to the complaint.

STEP 2 - Failing settlement at Step 1, the employee may submit their complaint in writing with all pertinent details to the Director or Manager within a further two (2) working days beyond Step 1. The Director or Manager shall promptly acknowledge receipt of the complaint and schedule a telephone or in-person meeting between the employee and the Director or Manager, preferably within five (5) working days. A written reply from the Director or Manager to the employee is to be given within a further three (3) working days from the date of the meeting.

STEP 3 – Failing settlement at Step 2, the employee may submit the complaint in writing to the Director of Human Resources within two (2) working days of the Director or Manager's written response at Step 2. The Director of Human Resources or a committee appointed by the Treasurer and composed of the Deputy Minister, and Director and chaired by the Director of Human Resource will make the final decision, which will be binding.

The Director of Human Resources will reply in writing to the employee within five (5) working days.

11. CONFLICT RESOLUTION BETWEEN EMPLOYEES IN NUNATSIAVUT CIVIL SERVICE

- 1.** The process for settling conflict between employees, except for harassment and sexual harassment complaints, are as follows:

STEP 1 – an employee with a complaint is expected to first discuss the matter with his/her immediate supervisor. If the complaint is regarding the employee's supervisor, the employee may bring the complaint to their supervisor's supervisor.

STEP 2 – upon hearing the complaint and providing it is valid, the supervisor will meet with both parties separately to discuss the issues at hand.

STEP 3 – both parties and the supervisor will meet to discuss the issues at hand. If required, a representative from Human Resources can be present as an observer and offer assistance if needed.

STEP 4 – if after Step 3, based on evidence presented, Human Resources may take disciplinary action if conflict can not be resolved

12. PAYROLL & EXPENSES

1. Salary advances or monetary loans shall not be made to employees.
2. All employees shall complete and sign a bi-weekly timesheet that the Supervisor must approve in writing, which is then submitted to the Finance Department for processing.
3. Employees will be paid in accordance with the normal payroll periods established by NG from time to time.
4. Any reconciliation in hours worked and rate of pay will be processed in the next pay period.
5. If the day on which a payday falls is a holiday, the payday will be the immediately preceding workday.
6. An electronic statement of all deductions from gross salary will be provided to each employee.
7. Any monies owing by an employee to the NG will be deducted from the current pay period. The deduction will be explained in an attachment to the pay cheque.
8. Employees are responsible for the payment of their own professional and/or association fees, licenses and expenses.
9. All employees will be paid through direct deposit into bank accounts from information provided to the employer from their respective financial institution.
10. An employee who fails to submit a timesheet will be moved to the second payroll and no payment will be made until timesheets are received.

13. SALARY STEP PROGRESSION

A. Service Step Progression, excluding employees covered under another salary agreement:

Temporary and casual employees with regular scheduled full-time hours of work will progress in step progressions based on service within NG. Casual employees are not eligible for step progressions.

1. Employees shall progress one step on the salary scale for the position after a successful completion of the probationary period. A written memo shall be forwarded to the Finance Department indicating the completion of a successful probationary period before a progression in salary will take place.
2. After the successful probationary period progression, most employees will automatically progress one step on completion of eighteen hundred and twenty (1820) hours of work (including periods of paid leave an pregnancy leave and/or parental/adoption leave) from their appointment in the position, until the maximum step is achieved.
3. An employee who is promoted to a higher paying position or who accepts a lower paying position shall be placed on the new salary scale at the step closest to the employee's current salary.
4. An employee who accepts a new position with the same salary level will continue salary progression in the same manner as his/her former position.
5. An employee in acting positions shall not lose a step progression in their regular position.
6. A progression will be effective the beginning of the next pay period.
7. A progression is postponed by any period of unpaid leave of absence from NG.

B. New Employee Step Progression Placement

Placement on a step in a salary scale is based on the number of years of education and the number of years of experience the employee has for the position.

1. If an employee has the minimum requirements of the position, s/he shall be placed at Step 1 of the five step salary progressions.
2. If the employee has over and above the minimum job requirements, the employee shall give the Hiring Committee proof of qualifications, which may consist of official copies of education and/or letters from former employers indicating number of hours a person worked in a position similar to the position offered.
 - (a) If the employee has 5-10 years of education and experience over and above the minimum requirements of the position offered they will be placed at Step 2 of the salary progression.
 - (b) If the employee has 10+ years of education and experience over and above the minimum requirements of the position offered they will be placed at Step 3 of the salary progression.
 - (c) In extenuating cases, the Hiring Committee may recommend to place a new employee in a step progression higher than Step 1, to a maximum of Step 3.
 - (d) If an employee is untrained they will be placed at Step 1 at the level below trained.
 - (e) Employees covered under another salary agreement may have a different step progression.

14. SUBSTITUTE POSITIONS & PAY

1. When an employee is appointed by NG to substitute in any higher rated position for five (5) consecutive working days or more for relief purposes, additional pay will come into effect. Additional pay will be paid at Step 1 of the substitute level position or the amount indicated in the acting scales, whichever is higher.
2. If the substitute employee's current salary is on the same level or at a higher level than the substitute position, no additional remuneration will be paid.
3. Substitute assignments shall not result in an employee being placed in a line of supervision above their current supervisor(s).
4. The normal period of a substitute assignment shall not exceed three (3) months. Periods of approved leave granted during the substitute assignment shall be paid at the employee's regular salary.

15. TRANSFERS

1. A Deputy Minister may transfer an employee from one position to another position within the same department.
2. The Treasurer or the Treasurer's designate:
 - (a) May transfer an employee from a position in a department to another department with the approval of the Ministers of the departments concerned; and,
 - (b) Must make such transfer upon the written request of the Ministers concerned.
3. No employee shall be involuntarily transferred to a position with a lower maximum salary except as a result of disciplinary action, incompetence, and the application of the layoff procedures or for health reasons.
4. Requests from employees to transfer positions from one community to another must be submitted to the supervisor in writing.
 - (a) The supervisor, in consultation with the Director of Human Resources, will forward a recommendation to NEC for decision.
 - (b) Requests to transfer positions outside of Nunatsiavut will not be considered.

16. SALARY REVIEW

1. All new positions that are created within NG will be evaluated through the salary review system before a salary level is determined.
2. An employee may request a review of salary when:
 - (a) The employee and immediate Supervisor agree that the position has changed significantly to warrant a review of salary, or
 - (b) The employee has been employed in a new position for six months and the employee and immediate Supervisor agree that the position warrants a review of salary.
3. A Job Fact Sheet has to be completed by the employee with approval of the immediate Supervisor.
4. Salary reviews will be done bi-annually, and a Job Fact Sheet must be submitted by February 28 and August 30 for March and September reviews.
5. If the salary decreases after the review, employees holding that position will be red-circled and newly hired employees will receive the new, lower salary level.
6. If the salary increases after the review, the effective dates will be April 01 for March reviews and October 01 for September reviews.
7. Red circling means that the employee's salary is frozen or maintained at its then current level until such time as the salary of the position increases to the level of the red-circled, at which time red circling is lifted. No other increases are awarded to a red-circled employee during that period.
8. All salary increases and decreases are subject to the written authorization of the Controller.

17. PAYMENT TO ESTATE

- I.** In the event of an employee's death, all wages owing will be paid to the Employee's estate.

18. PAID LEAVE

A. Annual Leave

1. Temporary and casual employees with regular scheduled full-time hours of work will have the option of receiving four percent (4%) of gross wages payable bi-weekly or receive 2 weeks annual leave upon completion of one year (1) of continuous full-time employment.
2. All other employees will receive four percent (4%) of gross wages payable bi-weekly.
3. When a designated holiday falls within the period of the employee's annual leave, it will not count as a day of annual leave.

B. Bereavement Leave

1. In the event of the death of an employee's spouse or common-law partner; mother, father, and the spouse or common-law partner of mother or father, legal guardian, child, step-child, foster child, grandchild, sister, brother, grandfather, grandmother, father and mother and their spouse or common-law partner of the spouse or common-law partner of the employee, five (5) paid working days.
2. In the case of an employee's aunt, uncle, niece, nephew, first cousin, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandmother-in-law, grandfather-in-law, three (3) paid working days.
3. For the purpose of attending a funeral other than a relative referred to in 1) or 2) above, an employee will be entitled to one-half (1/2) day.
4. Staff are excused from work for time to attend funerals in the community but offices will remain open unless all staff are attending the funeral.

C. Sick Leave

1. A temporary or casual employee with regular scheduled full-time hours of work may be entitled to receive sick leave with pay provided the employee is sick due to a non-occupational accident or illness and are unable to report to and perform work for NG, providing they work full-time hours.
2. Sick leave with pay for temporary or casual employee with regular scheduled full-time hours of work is earned at a rate three and one half (3.5) hours per month worked to a maximum of forty-two (42) hours per fiscal year.
3. An eligible employee may accumulate and carry forward sick leave credits from year to year.
4. NG reserves the right to require an employee on sick leave to provide a satisfactory medical certificate respecting any period of absence due to accident or illness, also when sick leave use has exceeded six days per fiscal year.
5. An employee, who while on annual leave becomes sick for a period in excess of three (3) working days, may upon producing a medical certificate, exchange annual leave for sick leave. Such exchange must be applied for and shall be granted by the immediate Supervisor immediately upon return from annual leave.
6. Employees are entitled only to sick leave that they have accumulated, which shall be earned, recorded and deducted in hours.
7. Unused accumulated sick leave is not payable if not used for any reason, however caused.
8. Sick leave is only to be used for employee illness. Family Related Leave must be used when caring for a sick family member.

D. Family Responsibility Leave

1. On the approval of the immediate Supervisor, paid sick leave may be used for family responsibility purposes as follows:
 - (a) Accompany a family member to a medical or dental appointment;
 - (b) Attend to needs relating to the birth of the employee's child; or
 - (c) Care for a sick family member (i.e. father, mother, child) who may be living inside or outside the household.
2. A temporary or casual employee with regular scheduled full-time hours of work are entitled to utilize up to five (5) days of paid sick leave per fiscal year (35 hours maximum) for the purpose of Family Responsibility leave. This benefit shall be prorated each year for employees working less than full time hours, and based on the employee's anniversary date to the end of the fiscal year.
3. An employee who must travel out of town for the purpose of medical appointments to accompany a family member may exceed the 35 hours maximum by 14 hours (2 days) each fiscal year. Documentation must be provided to the employer with details of the medical trip.
4. This leave must be used within the fiscal year and cannot be carried forward into a new fiscal year and is not payable if not used for any reason, however caused.

E. Adverse Weather

1. In certain cases, NG may continue to operate during periods of bad weather. Thus, the need for employees to be working on such occasions is of extreme importance.
2. At the discretion of the Deputy Minister and in consultation with the Supervisor, NG office(s) may be closed or the opening delayed due to poor weather conditions. In such cases, employees will receive paid leave for the period of closure or delayed opening.
3. Temporary or casual employee with regular scheduled full-time hours of work who, after making every reasonable effort to report for work, remains unable to get to work due to **unsafe or impassable traveling conditions**, are entitled to paid weather leave up to a maximum of one (1) day per fiscal year. Any additional leave required may be deducted from the employee's accrued additional hours or overtime leave, or annual leave.
4. This leave is allocated on April 1 and cannot be prorated or carried over into the next fiscal year.

F. Request for Leave

1. Requests for leave must be submitted in the Application for Leave Form to the immediate Supervisor, and if applicable to the professional Supervisor.
2. Requests for annual leave of five (5) consecutive days or more must be submitted two (2) weeks in advance of the anticipated commencement date.
3. Supervisors must give a decision to the employee in a timely manner, within five (5) days whenever possible.
4. Request for leave will not be unreasonably denied and within operational requirements as determined by the employees immediate supervisor.
5. Requests to cancel approved leave must be submitted to the Supervisor(s) who approved the leave.
6. Supervisors must ensure leave approvals are based on leave-accumulated entitlements.

19. UNPAID LEAVE

A. Pregnancy Leave

1. An employee who has completed twenty-six (26) consecutive weeks of employment immediately before the expected birth date is entitled to pregnancy leave without pay.
2. Pregnancy leave cannot start earlier than eleven (11) weeks before the expected birth date.
3. The employee is required to give four weeks written notice together with a medical certificate stating the estimate birth date.
4. A casual employee is required to give at least four (4) weeks notice of the date they intend to be available for work following parental/adoption leave.
5. An eligible employee is entitled to the maximum amount of pregnancy leave as per Federal Government standards.

B. Parental/Adoption Leave

1. An Employee who has completed twenty-six (26) consecutive weeks of employment and is a parent of a child by the date s/he begins the leave is entitled to Parental/Adoption Leave without pay.
2. An employee is required to give at least four (4) weeks notice of the date they intend to be available for work following parental/adoption leave.
3. An eligible employee is entitled to the maximum amount of parental/adoption leave as per Federal Government standards.

C. Political Leave

1. An employee intending to seek nomination as a candidate in an election to the Nunatsiavut Assembly or in a Federal or Provincial election shall, before doing so, apply for a leave of absence to the Deputy Minister.
2. The Deputy Minister must grant a leave of absence under subsection C.1 unless s/he determines that to do so would seriously undermine the ability of the Nunatsiavut Government to deliver an essential service to the public.
3. A leave of absence granted under subsection C.2 shall not in any event extend beyond the day on which the successful candidate is declared elected.
4. If the employee is successful in seeking election, then that employee must resign and give notice for his/her position with the NG. If the employee is defeated then s/he must promptly resume their duties within the NG.
5. If an employee is refused a leave of absence under subsection C.1, the employee may appeal to the Minister.
6. The Minister's decision under C.5 is final and binding.

D. Reserve Forces Leave

1. An employee who has completed twenty-six (26) consecutive weeks of employment and is a member of the Canadian Forces reserves is entitled to leave without pay up to 15 days per year.
2. An employee is not entitled to reserve forces leave if in the opinion of the Minister of Labour (Federal Government of Canada) that it would cause an undue hardship to the employer or adversely affect public health or safety.
3. The employee must provide the employer with four weeks' written notice of the day on which the leave begins and the length of leave.
4. The employee is required to give at least four (4) week's notice of the date they intend to return to work if there is a change from the original return date.

E. Compassionate Care Leave

1. An employee is entitled to take an unpaid leave of absence of up to eight weeks to care for a family member who is facing death as a result of a serious medical condition.
2. The family member needing care must be one of the following:
 - (a) A spouse of the employee
 - (b) A child of the employee or of the employee's spouse
 - (c) A parent of the employee or of the employee's spouse
 - (d) A brother or sister of the employee or of the employee's spouse
 - (e) A grandparent (including a spouse of a grandparent) of the employee or the employee's spouse
 - (f) A grandchild (including a spouse of a grandchild) of the employee or the employee's spouse
 - (g) A spouse of a child of the employee or of the employee's spouse
 - (h) A spouse of a parent of the employee or of the employee's spouse
 - (i) A spouse of a brother or sister of the employee or of the employee's spouse
 - (j) An aunt or uncle (including a spouse of an aunt or uncle) of the employee or the employee's spouse
 - (k) A nephew or niece (including a spouse of a nephew or niece) of the employee or the employee's spouse
 - (l) A current or former foster parent of the employee or employee's spouse
 - (m) A current or former foster child of the employee or the employee's spouse
 - (n) A current or former ward of the employee or the employee's spouse
 - (o) A current or former guardian of the employee or employee's spouse
 - (p) Any person the employee consider to be like a close relative or any person who considers the employee to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law partnership.
3. In order for a family member to be considered at risk of death, a medical doctor must issue a certificate stating that the family member has a serious medical condition and faces a high risk of dying within 26 weeks of the certificate being issued. An employee taking compassionate care leave must provide the employer with a copy of this certificate if the employer issues a written request for such a copy within 15 days of the employee's return to work.
4. Compassionate care leave must be taken in periods of at least one week at a time.
5. The total amount of leave that can be taken by two or more employees with respect to the same family member can be no longer than eight weeks.

20. HOLIDAYS

1. Temporary, casual employees with regular scheduled full-time hours of work are entitled to the following holidays with pay:

Holiday Day of Observance

New Years Day* – January 01

Old Christmas Day – January 06

LIA Day – March 26

Maundy Thursday – Different date every year

Good Friday* – Different date every year

Victoria Day* – May 24 (or closest Monday)

Canada Day* – July 01

Labour Day* 1st – Monday in September

Thanksgiving Day* 2nd – Monday in October

Remembrance Day* – November 11

Nunatsiavut Day – December 01

Christmas Eve – December 24

Christmas Day* – December 25

Boxing Day* – December 26

Civic Holiday (As designated by Community/Town Council):

Easter Monday:

Makkovik
Postville
Hopedale
Nain

Levi Pottle Day: Rigolet

Regatta Day: ULM

Regatta Day: St. John's

- 2) If a holiday falls on Saturday or Sunday, employer will observe the nearest Monday.

21. WORKERS' COMPENSATION

- I. An employee who suffers an injury arising out of and in the course of their employment with NG may be entitled to compensation and/or benefits as determined pursuant to the Workplace Health Safety and Compensation Act.
- 2) Employees should follow these procedures in the event of sustaining an injury at work with NG:
 - (a) Get first aid treatment or medical attention.
 - (b) Report the injury to your Supervisor as promptly as possible, including what happened, where it happened and the names of any witnesses.
 - (c) If necessary visit a doctor and tell the doctor it's a work injury. NG is responsible for paying reasonable travel costs for your first visit to a doctor.
 - (d) Report the injury to Workers' Compensation by completing Form 6 and any other required forms. Your Supervisor will provide Form 6.
 - (e) Your form is to be sent to the Workplace Health, Safety & Compensation Commission as soon as possible. If it isn't sent within six (6) months, the Commission may not accept your claim.

22. EARLY & SAFE RETURN-TO-WORK POLICY

A. Policy Statement

NG and employees have a legal obligation under the Workplace Health, Safety and Compensation Act (the "Act") to co-operate in the worker's early and safe return to suitable and available employment while the worker is receiving active medical rehabilitation for a work injury.

NG and employees and where appropriate, health care providers, are responsible for resolving return to work issues in the workplace with support from the Commission. Both parties must co-operate and be self-reliant in returning employees to suitable and available employment.

B. Definitions

Co-operation means:

- (1) Maintaining effective communication throughout the period of the employee's recovery;
- (2) Working towards identifying suitable and available employment for the employee, and
- (3) Fulfilling the reporting obligations to the Commission.

Suitable employment is work that meets all of the following criteria:

- (1) The work is within the employee's functional abilities;
- (2) The employee has, or is reasonably able to acquire, the necessary skills to perform the work;
- (3) The work does not pose a health or safety risk to the employee or co-workers, and;
- (4) The work restores the employee's pre-injury earnings, if possible.

Available work is work that exists with NG.

Health care provider generally refers to the treating health care provider who is responsible for the ongoing care of the employee. This includes physicians, specialists, and other health care professionals.

C. Duty to Cooperate

Employee Co-operation

Employees are required to:

- (1) Contact immediate supervisor as soon as possible after the injury occurs and maintains effective communication throughout the period of recovery or impairment;
- (2) Assist NG, as may be required or requested, to identify suitable and available employment;
- (3) Accept suitable employment when identified, and;
- (4) Give the Commission any information requested concerning the return to work, including information about any disputes or disagreements that arise during the early and safe return to work process.

Employer Co-operation

NG is required to:

- (1) Contact the employee as soon as possible after the injury occurs and maintains effective communication throughout the period of the employee's recovery or impairment;
- (2) Provide suitable and available employment. NG pays the employee's salary earned during the early and safe return to work process. The Commission will pay the differential, if any, between the salary earned during early and safe return to work and 80% of the employee's net pre-injury earnings subject to the maximum compensable ceiling, and
- (3) Give the Commission any information requested concerning the employee's return to work, including information about any disputes or disagreements that arise during the early and safe return to work process.

Failure to Cooperate

An employee may be subject to a suspension, reduction or loss of his/her benefits under the Act for failing to cooperate; NCS may be subject to a penalty levied by the Commission for its failure to cooperate.

D. Documentation

Documentation in writing that provides information of an official nature and can be used as evidence to demonstrate joint and meaningful consultation.

Documentation to include date, persons involved and official nature of meeting e.g. minutes of meeting, communication of the consultation process and other relevant information.

E. Dispute Resolution

If a dispute or disagreement is identified but evidence of non-reconciliation, the Commission will determine What assistance or information is required to initiate, maintain or restore co-operative activities.

F. Health Care Providers

Health care providers are responsible for providing NG, the employee and Commission with functional abilities information, and to assist in the employee's treatment and early and safe return to work.

G. Functional Abilities

Functional abilities information is intended to help NG and the employee identify suitable employment consistent with the worker's functional abilities. Its purpose is to highlight what a worker can do and what limitations apply. The functional abilities information provided to NG will be treated confidentially.

NG may also provide modifications or assistive devices to accommodate the workplace for the worker, unless the resulting expenses will cause undue hardship.

H. General

This policy is subject to the terms and conditions of the Act and the Commission's Early and Safe Return to Work Policies.

23. SUBSTANCE ABUSE

A. Policy

1. NG is committed to providing a safe, healthy and productive workplace and a work environment free from alcohol, and illegal, abused prescription or any non-prescription drugs ("Drugs").
2. Alcohol and Drug use has an adverse impact on the safety and well-being of employees, on productivity, job performance, quality of work, morale and NG's reputation.
3. There is a special effort required by employees to maintain a work environment free from Alcohol and Drugs.
4. This policy applies, as appropriate to other clinically recognized addictions, such as gambling and smoking.

B. Employee Responsibility

1. An Employee shall not:
 - (a) Report for work under the influence of,
 - (b) Be in the possession of, while on Nunatsiavut Government premises, or consume alcohol, illegal drugs or non-prescription drugs while at work.
2. Any breach of this employee Responsibility shall result in disciplinary action up to and including dismissal from employment.
3. An employee who suspects s/he has an alcohol or drug dependency problem is urged to seek advice and follow the appropriate treatment before the dependency results in job performance problems. An employee may request permission to attend a treatment program at any time.

C. Employer Responsibility

1. An immediate Supervisor who suspects an employee has a dependency problem has the responsibility to recommend that the employee take advantage of our in-house treatment facility or another recognized treatment facility.
2. NG may assist an employee, including consideration of payment of certain reasonable fees and expenses directly incurred for treatment, as determined appropriate by NG.
3. NG will pay temporary and casual employees with regular scheduled full-time hours of work for all entitled accumulated paid leave while the Employee is attending a treatment program.
4. NG will not discriminate against an employee who has a substance abuse disability.

24. INTERNET AND EMAIL

A user of the Nunatsiavut Government Email Service shall not:

1. post, transmit or otherwise distribute material which is unlawful, harassing, libelous, defamatory, profane, abusive, threatening, harmful, vulgar, obscene, sexually suggestive, hateful, invasive of another's privacy, or otherwise objectionable;
2. distribute or provide access to data or information which is protected by copyright or other intellectual property rights, without proper accreditation;
3. post, transmit or otherwise distribute messages constituting 'spam' including unsolicited non work-related email messages, inappropriate postings to news groups, false commercial messages, junk mail and chain mail;
4. deliberately access inappropriate Internet sites including those that contain sexually explicit or pornographic material, gambling activities, or materials which could be considered harassing, degrading, or discriminatory by others;
5. provide access to confidential information belonging to the Nunatsiavut Government without appropriate authorization,;
6. provide access to personal information on members of the Nunatsiavut Civil Service or beneficiaries of the Labrador Inuit Land Claims Agreement;
7. indicate affiliation with the Nunatsiavut Government without appropriate authorization;

A. Security A user of the Nunatsiavut Government networks shall not:

1. break, or attempt to break, the security of any Government computer, system, software, or network;
2. share or reveal anyone's password or access credentials, including one's own, or attempt to access any account or data without the right to do so;
3. download from the Internet, or upload from any other medium, any software program, batch file, or other executable code, or connect any equipment to a Nunatsiavut Government network, without authorization from the Nunatsiavut Government's Information Technology department;
4. engage in any activity that intentionally restricts, disrupts or degrades Nunatsiavut Government's ability to deliver a service, including, but not limited to, the transfer of such large amounts of data as to deliberately inhibit the performance of a network service;
5. knowingly post, transmit or otherwise distribute a virus, bug, malicious code, 'trojan horse', 'worm' or other harmful or disruptive data;
6. engage in an activity which does or may serve to violate generally accepted standards of Internet conduct and usage, including but not limited to the use of insulting language known as 'flaming'; denial of service attacks; web page defacement; port and network scanning; and any unauthorized system penetrations;

B. Records

1. all messages sent or received from Nunatsiavut Government email service are property of the Nunatsiavut Government;
2. a user of the Nunatsiavut Government Email Service shall not delete or otherwise deny access to Nunatsiavut Government records, including e-mail messages;
3. all messages shall be archived as per current standards identified by the Information Technology department;

25. BUSINESS TRAVEL

A. Expenses

1. Meals:

- (a) Meal rates will be paid in accordance with the rates established by Nunatsiavut Government. Meal rates are based on each meal, i.e. breakfast, dinner and supper.
Example: If an Employee leaves mid afternoon, supper is all that can be claimed; if the Employee returns mid-morning, only breakfast can be claimed for that period.
- (b) Meal rates will be available on the NG intranet website.
- (c) Meal rates will not be paid for any meals provided or included in the function attended by the Employee.
- (d) There is no reimbursement for expenditures on alcohol or tobacco whatsoever.

2. Incidentals:

Incidentals are provided to cover incidental costs such as phone calls, tips, laundry fees, personal care items. Incidentals can be claimed when an employee has to travel overnight their business travel.

B. Accommodations

- 1. Actual accommodation costs only will be reimbursed.
- 2. The Nunatsiavut Government rate shall be paid when boarding at private homes; this figure includes meals.
- 3. In the event of flight delays, scheduling, cancellations or other reasons for delay in travel, it is the Employee's responsibility to notify hotels/motels of delays or cancellations of reservations. "No show" fees as a result of failure to cancel reservations, will be the responsibility of the employee.

C. Transportation

- 1. Taxis: Receipts are reimbursable on request.
- 2. Car rentals require prior approval by the Employee's immediate Supervisor.
- 3. Private vehicle/snowmobile/boat: employee will be reimbursed at the mileage rate or the most economical airfare, the lesser of the two.
- 4. No additional travel time or overtime can be accumulated for Employee requested travel with use of private vehicle, snowmobile or boat.
- 5. In the event of personal vehicle breakdown, the Employee will be responsible for repair.

D. Reporting requirements for Business Travel

- 1. In the event of flight delays, scheduling, cancellations or other reasons for delay in travel the employee must contact their immediate supervisor for work direction and work assignments.
- 2. Depending on departure and arrival times, employees are to report for work on travel days.

Example: Flight departure 2:30 pm – staff report to work in the am.

E. Travel Claims

1. Travel expense claims must have attached all applicable and satisfactory documentation and receipts, including airline tickets and/or itineraries
2. Travel expense claim forms must be submitted to the Finance Department no later than ten (10) working days after returning from a trip, and must be signed/authorized prior to submission to the finance department.
3. If travel claims are not completed within the specified period of time the travel advance will be deducted from the Employee's salary until such time as the claim is satisfactorily completed.
4. If the travel expenses are recoverable from another organization, travel advance will be based on NG rates and the following information shall also be provided on the travel advance request form:
 - (a) Name of organization from whom expenses are recoverable;
 - (b) The name of the person in the other organization authorizing recovery of expenses;
 - (c) Electronic tickets required for boarding passes;
 - (d) All travel advance requests have to be submitted to the NG Finance Department.
5. The immediate Supervisor(s) must approve the need for, and purpose of Employee travel.
6. Where a travel advance exceeds the travel expenditures actually incurred, the amount that remains unspent shall be refunded to NG or deducted from the Employee's pay cheque.
7. Travel advances and claims must be approved, rejected or modified by the immediate Supervisor(s) in consultation with the Employee prior to any payments, reimbursements, or adjustments being made with respect to such travel claim. Finance Department will audit travel claims and make recommendations.
8. Monetary honorariums received while on NG business are to be returned to NG.
9. Failure to submit travel expense claim forms, or the submission of false or misleading travel claims shall be cause for discipline up to and including dismissal.

26. STAFF MEETINGS

- 1.** Upon the written request to the immediate Supervisor of at least two (2) Employees, the Immediate Supervisor shall hold a meeting with their staff. The meeting should be held within one month of the written request.

Appendix 1

Shift & Flexible Hour Workers

1. Employees who are Shift Workers:

NIHB

Ground Transportation Drivers

Voisey's Bay Project

Environmental Monitors

and other Employees designated as shift workers by NG.

2. Working Schedule for Shift Workers

The working schedule for Permanent Employees showing the shifts and days off work shall be posted in an appropriate place at least one (1) week in advance.

3. Days Off

Days off for Permanent Full Time Employees shall be allocated at the rate of the minimum of two (2) consecutive days off except where mutually agreed between the Employee and the immediate Supervisor.

4. Shift Rotation

Where there is a shift rotation, all shifts shall rotate in an equitable manner. Subject to operational and scheduling requirements, NG will endeavor to accommodate employee requests to work evenings or nights on a permanent basis.

5. Change in Shift

When an Employee's regularly scheduled shift is changed by NG, it is the responsibility of NG to notify the Employee affected by the change as soon as possible before s/he reports to work.

6. Exchange of Shift

Employees may be permitted to exchange their shifts with an Employee in the same classification provided that the employee's Supervisor is notified and approves of the change in shift. If this change results in affected Employee working more than forty (40) hours in a week, NG is not required to pay overtime to the Employee(s) involved.

7. Alternate Work Schedules

NG may introduce alternate shift schedules as may be required based on operational requirements.

8. Changes to Daylight Saving Time

Only those Employees actually working the additional hour will receive one hour of time off in lieu of additional pay.

9. Payment for Normal Hours Worked.

NG may elect to pay shift workers for their normal hours worked, rather than accruing additional hours.

10. Annual Leave

Permanent fulltime shift workers at the Voisey's Bay site receive 8% vacation pay in lieu of any annual leave benefits. These employees are still entitled to 35 hours of Hunting, Fishing, Trapping and Gathering leave, to a maximum of 35 hours annually.

Appendix 2

Corrective Discipline Policy

1. Verbal Warning

- A Supervisor should make any concerns known to the employee immediately.
- The verbal warning must advise the employee of the consequences of continued unacceptable performance.
- The discussion should be recorded in the Supervisor's notes, and not in the employee's personnel file.

2. Written Reprimand

- If the verbal warning fails to correct the situation, the unacceptable behavior should be formally documented.
- The Supervisor must state exactly in writing how the incident failed to meet the standards and should refer to any previous verbal warning.
- The employee must sign the correspondence indicating that it has been received and will be placed in the employee's personnel file.
- The Supervisor should indicate that the next written reprimand may result in suspension with or without pay or termination.

3. Suspension

(a) With Pay

- In some circumstances it is warranted that an Employee be removed from their position temporarily while an investigation is conducted.
- The Supervisor in consultation with the Director of Human Resources shall decide if suspension with Pay is warranted.

(b) Without Pay

- The Employee is advised of the unacceptable performance or behavior.
- The length of suspension may range from one (1) day to two (2) weeks, depending on the circumstances.
- This written warning should also state that continued poor performance or misconduct may result in termination.
- The employee must sign the correspondence indicating that it has been received and a copy placed in the employee's personnel file.
- The Supervisor in consultation with the Deputy Minister and Director of Human Resources shall decide if suspension without Pay is warranted.

4. Dismissal

- The Deputy Minister in consultation with the Director of Human Resources and the supervisor shall decide if dismissal is warranted.

Appendix 3

Employee Benefits

1. Labrador Allowance

- (a) Labrador Allowance is intended to assist eligible Employees with some of the costs of living in the isolated areas identified in Table "A" Community Grouping.
- (b) NG will pay the applicable amount in Table "B" as Labrador Allowance to all Employees as defined in the definitions of this manual, living in the communities listed either in Group 1 or Group 2 of Table "A".
- (c) In case of spouses who are both employed by NG the total amount paid to both of them shall not exceed the Labrador Allowance dependent rate in Table "B".
- (d) Labrador Allowance shall be paid bi-weekly on a pro-rated basis in accordance with his/her hours of work to a maximum of 1820 hours.

2. Bilingual Allowance

- (a) The Bilingual Allowance recognizes the importance and value of the Inuktitut language.
- (b) NG will provide a Bilingual Inuktitut Allowance to Employees who can fluently speak and understand the Inuktitut language or are required to be bilingual in the Inuktitut language.
- (c) An examination of language ability will be required for all employees prior to receiving this benefit.

3. Definitions

- (a) "Spouse" for the purpose of this benefit package, means someone to whom you are married, or someone of the same or opposite gender, who are living and maintaining their own household, in a spousal relationship for a period of one year.
- (b) "Dependent (s) " for the purpose of this benefit package, dependent means (excluding persons living in the same household for whom you receive government support):
 - (a) Children of the Employee under the age eighteen (18) years of age, in a non-spousal relationship, living in the same household as the Employee.
 - (b) Children of the Employee eighteen (18) to twenty-four (24) years of age, in a non-spousal relationship, and in full-time attendance at a school or post-secondary institution.
 - (c) A grandchild, if living in the same household and under the full time care of the Employee and parent does not live in the same household.
- (c) "Fiscal Year" for the purpose of this benefit package, means April 01 to March 31

TABLE "A"

COMMUNITY GROUPING GROUP 1
Happy Valley-Goose Bay North West River Mud-Lake
GROUP 2
Nain Hopedale Postville Makkovik Rigolet

TABLE "B"

Labrador Allowance Effective December 1, 2005 – Taxable benefit		
GROUP 1	Single: \$2,050.00/annually	Spouse or Dependent: \$4,100.00/annually
GROUP 2	Single: \$2,905.00/annually	Spouse or Dependent: \$5,805.00/annually

Appendix 4

Continuous Operations Workers

1. Employees who are Continuous Operations Workers:

Supportive Living Program

Supportive Living Workers

2. Hours of work

The Supportive Living Program is a continuous operations (24 hours per day, 365 days per year). Scheduled shifts are from 8am to 8pm (day shift) and 8pm to 8am (night shift).

3. Working Schedule for Shift Workers

The working schedule for Permanent Employees showing the shifts and days off work shall be posted in an appropriate place at least one (1) week in advance.

4. Scheduled Shifts in a 2-week Pay Period

Permanent Full-time Employees shall be scheduled for a maximum of 6 shifts in a 2-week pay period. Any more than 6 scheduled shifts are considered additional hours/OT.

5. Days Off

Days off for Permanent Full-time Employees shall be allocated at the rate of the minimum of two (2) consecutive days off except where mutually agreed between the Employee and the immediate Supervisor.

6. Shift Rotation

Where there is a shift rotation, all shifts shall rotate in an equitable manner. Subject to operational and scheduling requirements, NG will endeavor to accommodate employee requests to work nights on a permanent basis.

7. Change in Shift

When an Employees regularly scheduled shift is changed by NG, it is the responsibility of NG to notify the Employee affected by the change as soon as possible before s/he reports to work.

8. Exchange of Shift

Employees may be permitted to exchange their shifts with an Employee in the same classification provided that the Employee's Supervisor is notified and approved of the change in shift. If this change results in affected Employee working more than forty (4) hours in a week, NG is not required to pay overtime to the Employee(s) involved.

9. Alternate Work Schedules

NG may introduce alternate shift schedules as may be required based on operational requirements.

10. Changes to Daylight Saving Time

Only those Employees actually working the additional hour will receive an additional hour of pay during their night shift.

11. Additional Hours and/or Overtime

Permanent fulltime shift workers will be paid for all hours worked in a normal 2-week pay period. There will be no accumulation of additional/OT hours to be taken as time off.

12. Statutory Holidays

When a statutory holiday falls within a 2-week pay period, employees will receive an additional 7 hours of pay per holiday in lieu of that statutory holiday at their regular hourly rate.

Appendix 5

Employee Acknowledgment

I, _____, the undersigned Employee of NG, acknowledge that:

- a. I have read and understand all of the contents of NCS's Employee Policy Manual;
- b. I agree to abide and be bound by the terms and conditions of NCS's Employee Policy Manual; and
- c. I accept that the contents of NCS's Employee Policy Manual form part of the terms and conditions of my employment with NG.

SIGNED, this _____ day of _____, 201_____.

Witness

Employee Signature

Appendix 6

OATH OF OFFICE

I, _____, dated this _____ day of _____, 201____,
solemnly and sincerely swear that I will faithfully and honestly fulfill the duties that devolve upon me by reason of my
employment in the Nunatsiavut Civil Service and that I will not, without due authority in that behalf, disclose or make
known any matter that comes to my knowledge by reason of such employment. So Help me God.

Witness

Employee Signature

OR

AFFIRMATION

I, _____, dated this _____ day of _____, 201____,
solemnly and sincerely affirm that I will faithfully and honestly fulfill the duties that devolve upon me by reason of my
employment in the Nunatsiavut Civil Service and that I will not, without due authority in that behalf, disclose or make
known any matter that comes to my knowledge by reason of such employment.

Witness

Employee Signature