

# **Senior Managers' Handbook**

**Government of the  
Northwest Territories**

**April 1, 2009 - March 31, 2012**



## INTRODUCTION

The purpose of the Senior Managers' Handbook is to describe the terms and conditions of your employment as a Senior Manager with the Government of the Northwest Territories.

These terms and conditions of employment are established by the *Public Service Act*, the *Public Service Act Regulations*, and policies of the Executive Council as amended from time to time. It is a term and condition of your employment that changes to the *Public Service Act*, *Public Service Act Regulations* and policies of the Executive Council amend the terms and conditions of your employment on their effective date. Those authorities prevail if there is any discrepancy between them and the information in this Handbook. The Handbook will be updated periodically as changes are made. **Subject to the foregoing, the terms of employment in this handbook are effective June 19, 2009, unless another date is expressly stated.**

The Human Resource Manual has operational rules and guidelines for these terms and conditions of employment. If you have any specific questions you should direct them to the Human Resource Service Centre in your region.

The Human Resource Manual and information on your applicable benefits can be accessed on the **Human Resource Intranet** website at the following address:

<http://www.hr.gov.nt.ca/intranet/employee/>

## TABLE OF CONTENTS

<b>DEFINITIONS</b>	1
<b>CONFLICT OF INTEREST</b>	2
<b>OATH OF OFFICE</b>	3
<b>USE OF ELECTRONIC MAIL AND THE INTERNET</b>	3
<b>POLITICAL ACTIVITY</b>	3
<b>SMOKE FREE ENVIRONMENT</b>	3
<b>AFFIRMATIVE ACTION</b>	4
<b>DISCRIMINATION/HARASSMENT</b>	5
- Workplace Conflict Resolution Policy	6
<b>PROBATION</b>	6
<b>SALARY</b>	7
- Position Review	7
- Salary Review	8
- <b>Senior Managers' Salary Grids</b>	9
- Responsibility Allowance	12
- Membership Fees	12
<b>ALLOWANCES</b>	12
- <b>Northern Allowance</b>	12
- Bilingual Allowance	13
<b>RELOCATIONS – HIRE/TRANSFER</b>	14
<b>DUTY TRAVEL</b>	17
- Transportation	17
- Accommodation	17
- <b>Meals and Incidental Expenses</b>	18
- Other Expenses	18
- Procedure	20
- <b>Travel by Privately Owned Vehicle</b>	20
- Headquarters Duty Travel	21
<b>LEAVE</b>	21
- Designated Paid Holidays	22

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- Vacation Leave	22
- Winter Bonus Days	24
- Sick Leave	25
- Special Leave	25
- Court Leave	27
- Injury On Duty Leave	27
- Emergency Leave	28
- Leave for Relocation of Spouse	28
- Mandatory Leave With Pay	28
- Maternity Leave	28
- Parental Leave	30
- Compassionate Care Leave	31
- Self-Funded Leave Plan	31
 EDUCATION LEAVE	 32
- Eligibility	32
- Levels of Assistance	32
- Procedures for Education Leave	33
- Short Term Leave for Training Purposes	34
- Leave Without Pay for Education Purposes	34
- Courses Taken on Personal Time	34
 MEDICAL TRAVEL ASSISTANCE	 35
-Medical Travel - Dental	36
-Escort	36
-Medical Travel Leave	37
 PENSION PLAN	 37
- Public Service Superannuation Plan	37
- Return of Contributions	38
- Transferring Service from Other Plans	38
- Election for Prior Service	39
 INSURANCE AND HEALTH CARE	 40
- Supplementary Death Benefit	40
- Long Term Disability Insurance	40
- Accidental Death and Dismemberment – Duty Travel	41
- Public Service Management Insurance Plan (PSMIP)	42
- Public Service Health Care Plan (PSHCP)	42
- Dental Plan	43
 PERFORMANCE EVALUATION	 43
 INDEMNIFICATION	 43

<b>SEVERANCE PAY</b>	<b>44</b>
- Lay-Off	44
- Medical Termination	45
- Resignation	45
- Retirement	46
- Death	47
- Dismissal, Abandonment of Position	47
<b>REMOVAL ON TERMINATION</b>	<b>47</b>
<b>TERMINATION</b>	<b>49</b>

**DEFINITIONS****Continuous Service**

Uninterrupted employment:

- with the Government of the Northwest Territories;
- including prior service within the Public Service of the Government of Canada, if you were hired or transferred within three months. This does not apply when a function is transferred to the Government of the Northwest Territories;
- including prior service with the municipalities and hamlets of the Northwest Territories if you were hired or transferred within three months;
- if you were re-appointed after being laid off, employment in the position held at the time of your lay-off is included, if the lay-off was after April 1, 1970;
- if you were re-employed by the Government within three months, employment in the position held at the time of termination will be included. This does not apply if you were dismissed, you abandoned the position or you were rejected on probation.

**Dependant**

Any person living with you who is:

- your spouse;
- your child, step-child, adopted child or foster child who is
  - under 21 years old and dependent on you for support; or
  - 21 years old or older and is dependent on you because of mental or physical illness.
- a relative who is wholly dependent on you for support because of mental or physical illness.

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To live with you means to live in the same dwelling. Normally this will be where the person receives mail, keeps personal property and spends the majority of time.

**Employer**

The Government of the Northwest Territories as represented by the **Minister of Human Resources** or designate.

**Lay-Off**

An employee whose employment has been terminated because of lack of work or because of the discontinuance of a function and who is suitable for continued employment in the Public Service. Lay-off does not mean an employee whose employment has been terminated because of a transfer of the work or function to another employer where the employee is offered employment with the new employer.

**Senior Manager**

An employee who is subject to the terms and condition of employment under the Senior Managers' Handbook including Deputy Ministers, Assistant Deputy Ministers, Superintendents, Directors and Chief Executive Officers, where all the positions included in this group are determined by **the Department of Human Resources**.

**Spouse**

A person, regardless of gender who:

- is married to you, or
- has lived together in a conjugal relationship outside of marriage with you and you represent that person as your spouse.

**CONFFLICT OF INTEREST**

You must adhere to and comply with the provisions of the **Code of Conduct Respecting Conflict of Interest and Oath of Office and Secrecy** and any amendments that may be made to it from time to time.

**OATH OF OFFICE AND SECRECY**

You must take the following oath:

I, (...), solemnly and sincerely swear that I will faithfully and honestly fulfil the duties that devolve upon me by reason of my employment in the Public Service of the Northwest Territories and that I will not, without due authority, disclose or make known any matter that comes to my knowledge by reason of such employment. So help me God.

OR

If you object to taking an oath, you must make the following affirmation:

I, (...), solemnly affirm and declare that I will faithfully and honestly fulfil the duties that devolve upon me by reason of my employment in the Public Service of the Northwest Territories and that I will not, without due authority, disclose or make known any matter that comes to my knowledge by reason of such employment.

**USE OF ELECTRONIC MAIL AND THE INTERNET**

**You must ensure you are familiar with and adhere to the GNWT policies entitled "E-mail Use Policy, Internet Use Policy, Mobile Handheld Device Policy understanding that if you fail to abide by the terms and conditions of these policies, you may be subject to disciplinary action, up to and including dismissal.**

**POLITICAL ACTIVITY**

Guidance on appropriate political activity is included in the Code of Conduct Respecting Conflict of Interest and Oath of Office and Secrecy and in the *Public Service Act*. You must ensure you are familiar with and adhere to these guidelines and legislation. As a Senior Manager you are a restricted employee with additional restrictions.

**SMOKE FREE ENVIRONMENT**

A smoke free environment is provided.

## AFFIRMATIVE ACTION

The Government is committed to achieving a representative workforce. When the Government hires, people belonging to certain groups are given priority. The priority ranges from #1 (highest) to #4 (lowest). There are different priorities depending on the type of job.

For management and non-traditional jobs, the priorities are:

- 1a. Indigenous Aboriginal female persons
- 1b. Indigenous Aboriginal male persons
2. Resident women
3. Indigenous Non-Aboriginal persons or Resident Disabled persons
4. All other applicants

For these purposes, Management Positions are positions within the Senior Management Group including Deputy Ministers, Assistant Deputy Ministers, Superintendents, Directors and Chief Executive Officers, where all the positions included in this group are determined by **the Department of Human Resources**.

Non-traditional jobs are those where more than 70% of the employees are male and there are ten or more incumbents in the classification group or sub-group as determined by **the Department of Human Resources**.

For all other jobs, the priorities are:

1. Indigenous Aboriginal persons
2. Indigenous Non-Aboriginal persons or Resident Disabled persons
3. All other applicants

**Indigenous Aboriginal Persons** are those persons who are descendants of the Dene, Inuit or Métis people, indigenous to the present boundaries of the Northwest Territories and include any aboriginal persons resident at birth pursuant to Section 7.1 of the *Vital Statistics Act* and any Canadian aboriginal persons who have lived more than half of their lives in the Northwest Territories.

**Indigenous Non-Aboriginal Persons** are non-aboriginal persons born in the Northwest Territories or who have lived more than half their lives in the Northwest Territories.

**Resident Women** are women who are living in and have lived in the Northwest Territories for at least one year immediately prior to applying on a competition.

**Resident Disabled Persons** are persons who are living in and have lived in the Northwest Territories for at least one year immediately prior to applying on a competition and who are at a disadvantage because of a medically certified learning, mental, emotional, or physical disability where the disability handicaps the person in taking advantage of employment, training and career advancement opportunities. A person without such a disability would not encounter these difficulties.

Physical disabilities may be visible or non-visible. They may include any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impairment, deafness or hearing impairment, muteness or speech impairment, or physical reliance on a guide dog, a wheelchair or other appliances or devices. Learning, mental or psychiatric disabilities may include learning or comprehension incapacities, which are significant and persistent but permit the disabled individual to carry out duties and perform tasks in a reliable manner under a reasonable amount of supervision.

For these purposes, Management Positions are positions within the Senior Management Group including Deputy Ministers, Assistant Deputy Ministers, Superintendents, Directors and Chief Executive Officers, where all the positions included in this group are determined by the Department of Human Resources.

**Non-Traditional Occupations** are occupations where 70% or more of the incumbents are male and there are ten or more incumbents in an occupational category or sub-group as determined by the Department of Human Resources.

You can only include yourself in one priority group. For example, you will not get extra consideration for being an aboriginal resident female.

## DISCRIMINATION/HARASSMENT

The Government is committed to providing a workplace free of discrimination, interference, restriction, harassment or coercion exercised or practiced with respect to any employee by reason of age, sex, race, colour, creed, national or ethnic origin, marital status, family status, sexual orientation, **gender identity**, disability, conviction for which a pardon has been granted, religious or political affiliation, or any other grounds proscribed by applicable legislation.

A discriminatory employment practice is one in which an employer:

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- refuses to employ or continue to employ any individual on any ground or grounds listed above; or
- in the course of employment, differentiates adversely in relation to an employee on any ground or grounds listed above.

It is not a discriminatory practice to have a special program, for example, the Government Affirmative Action Program, which is designed to correct historical disadvantages.

### **Workplace Conflict Resolution Policy**

As set out in the Workplace Conflict Resolution Policy, the Government recognizes the diversity of the Public Service and is committed to providing a work environment where all individuals are treated with fairness, dignity and respect. The Government endeavours to have a workplace free from personal harassment, sexual harassment, and the abuse of authority.

Harassment includes any improper conduct, comment or display directed at another employee and that a reasonable person would know is unwelcome. It comprises objectionable conduct, comment or display made on either a one-time or continuous basis, that demeans, belittles, or causes personal humiliation or embarrassment to an employee. Harassment includes a poisoned environment where offensive conduct or comments, not necessarily directed at anyone in particular, are pervasive, and have a negative effect on morale.

Sexual harassment means any conduct, comment, gesture or contact of a sexual nature, whether on a one-time basis or in a continuous series of incidents might reasonably be expected to cause offence or humiliation to any employee; or that the employee might reasonably perceive as placing a condition of a sexual nature on employment or on an opportunity for training or promotion.

Abuse of Authority is a form of harassment which occurs when an individual improperly uses the power and authority inherent in his or her position to endanger an employee's job, undermine the performance of that job, threaten the economic livelihood of the employee, or in any way interfere with or influence the career of the employee. It includes intimidation, threats, blackmail or coercion.

## **PROBATION**

Your probationary period begins on the effective date of employment into your position and lasts:

- six months if you are transferred or promoted to another position in the Public Service; or

- one year if you are hired from outside the Government.

You are not required to serve additional probationary periods when appointed to a position which has the same duties as the previous position.

Your Deputy Head may reduce, extend or waive the probationary period.

## **SALARY**

The responsibilities of your job are set out in a position description approved by your Deputy Head. You sign the position description to indicate that it is an accurate description of the position you occupy.

Your position description is evaluated by a committee against several criteria set out in the Senior Management Job Evaluation Plan. This evaluation determines the salary of the job. Your position is assigned to one of the pay bands on the chart on page 10.

Your salary placement in your band depends on your experience and performance. If you are new in your position, your salary will be at or close to the minimum. It is expressed as a percentage of the maximum. The minimum is 70% and the maximum is 100%.

### Position review

- i. Where your position is removed from the senior management group as a result of a review that concludes it was over-evaluated or as a result of changes in job duties, and the maximum salary payable in the new *pay* range is less than your maximum salary, you will be paid as the present incumbent of that position in a holding range which will permit you to be paid at a salary which is nearest to and not less than your present maximum salary.
- ii. Where you are being paid as the present incumbent of a position in a holding range and unreasonably refuse a transfer or training which would put you in a position at, or above the level of the position before it was re-evaluated, or which would place you in a position closer to the level established for the position before it was re-evaluated, you will cease to be paid in the holding range. Instead, you will be paid in the range of rates applicable to the re-evaluated position that is nearest to the rate you were being paid in the holding range.
- iii. Where you are being paid as the present incumbent of a position in a holding range you will be paid, in addition to the salary that is nearest to and not less than your former maximum salary, an allowance equivalent to 3% of the former salary in compensation for the loss of employer paid benefits for which you may no longer be eligible.

Where your position is removed from the senior management group as a result of a change to job duties and you are not in agreement with the present incumbent provisions set out in *i, ii, and iii*, above, the Staff Retention Policy shall apply to you.

**Salary Review**

Your salary may be adjusted annually in a number of ways. The first mechanism is economic adjustments, which may increase the salary ranges. If your performance has been satisfactory, your salary will be increased by an amount equal to the overall economic adjustment. Your relative position in the salary range will, therefore, stay the same.

Deputy Heads may also grant merit increases. This is done in two ways, the first of which is an increase to the base salary, which is part of your ongoing salary package.

The second is in the form of a one-time bonus that does not affect your salary base. The combination of merit and bonus increases cannot exceed 8%. Annual merit increases are based on your performance for the year ending March 31.

Salary is paid every other week. Your bi-weekly salary is calculated by dividing the annual salary by 26.

## 2009/10 SENIOR MANAGER'S GRID

Pay	Point Range		Salary Range				
	Band	Min	Max	70% Min		100% Max	
				Hourly	Annual	Hourly	Annual
1	1	450	490	\$ 41.00	\$ 79,950	\$ 58.57	\$ 114,212
2	2	491	533	\$ 42.21	\$ 82,310	\$ 60.30	\$ 117,585
3	3	534	548	\$ 43.27	\$ 84,377	\$ 61.81	\$ 120,530
4	4	549	629	\$ 44.54	\$ 86,853	\$ 63.63	\$ 124,079
5	5	630	682	\$ 45.07	\$ 87,887	\$ 64.38	\$ 125,541
6	6	683	737	\$ 46.69	\$ 91,046	\$ 66.70	\$ 130,065
7	7	738	798	\$ 48.36	\$ 94,302	\$ 69.09	\$ 134,726
8	8	799	865	\$ 50.13	\$ 97,754	\$ 71.61	\$ 139,640
9	9	866	936	\$ 51.94	\$ 101,283	\$ 74.20	\$ 144,690
10	10	937	1013	\$ 53.81	\$ 104,930	\$ 76.87	\$ 149,897
11	11	1014	1096	\$ 55.74	\$ 108,693	\$ 79.63	\$ 155,279
12	12	1097	1185	\$ 57.73	\$ 112,574	\$ 82.47	\$ 160,817
13	13	1186	1280	\$ 59.77	\$ 116,552	\$ 85.38	\$ 166,491
14	14	1281	1383	\$ 61.87	\$ 120,647	\$ 88.38	\$ 172,341
15	15	1384	1496	\$ 64.06	\$ 124,917	\$ 91.51	\$ 178,445
16	16	1497	1617	\$ 66.34	\$ 129,363	\$ 94.77	\$ 184,802
17	17	1618	1756	\$ 68.76	\$ 134,082	\$ 98.23	\$ 191,549
18	18	1757	1907	\$ 71.34	\$ 139,113	\$ 101.92	\$ 198,744
19	19	1908	2070	\$ 74.02	\$ 144,339	\$ 105.74	\$ 206,193
20	20	2071	2249	\$ 76.80	\$ 149,760	\$ 109.71	\$ 213,935
21	21	2250	2320	\$ 78.75	\$ 153,563	\$ 112.50	\$ 219,375

The annual amounts are approximate. Hourly rates are used to determine actual pay.

## 2010/11 SENIOR MANAGER'S GRID

Pay	Point Range		Salary Range			
	70% Min	100% Max	Hourly	Annual	Hourly	Annual
Band	Min	Max	Hourly	Annual	Hourly	Annual
1	450	490	\$ 41.99	\$ 81,881	\$ 59.98	\$ 116,961
2	491	533	\$ 43.44	\$ 84,708	\$ 62.05	\$ 120,998
3	534	548	\$ 44.52	\$ 86,814	\$ 63.60	\$ 124,020
4	549	629	\$ 46.04	\$ 89,778	\$ 65.77	\$ 128,252
5	630	682	\$ 47.38	\$ 92,391	\$ 67.69	\$ 131,996
6	683	737	\$ 49.08	\$ 95,706	\$ 70.12	\$ 136,734
7	738	798	\$ 50.84	\$ 99,138	\$ 72.63	\$ 141,629
8	799	865	\$ 52.70	\$ 102,765	\$ 75.28	\$ 146,796
9	866	936	\$ 54.61	\$ 106,490	\$ 78.01	\$ 152,120
10	937	1013	\$ 56.57	\$ 110,312	\$ 80.81	\$ 157,580
11	1014	1096	\$ 58.60	\$ 114,270	\$ 83.71	\$ 163,235
12	1097	1185	\$ 60.69	\$ 118,346	\$ 86.70	\$ 169,065
13	1186	1280	\$ 62.83	\$ 122,519	\$ 89.76	\$ 175,032
14	1281	1383	\$ 65.04	\$ 126,828	\$ 92.91	\$ 181,175
15	1384	1496	\$ 67.35	\$ 131,333	\$ 96.21	\$ 187,610
16	1497	1617	\$ 69.74	\$ 135,993	\$ 99.63	\$ 194,279
17	1618	1756	\$ 72.29	\$ 140,966	\$ 103.27	\$ 201,377
18	1757	1907	\$ 75.00	\$ 146,250	\$ 107.14	\$ 208,923
19	1908	2070	\$ 77.81	\$ 151,730	\$ 111.16	\$ 216,762
20	2071	2249	\$ 80.73	\$ 157,424	\$ 115.33	\$ 224,894
21	2250	2320	\$ 82.79	\$ 161,441	\$ 118.27	\$ 230,627

The annual amounts are approximate. Hourly rates are used to determine actual pay.

## 2011/12 SENIOR MANAGER'S GRID

Pay	Point Range		Salary Range			
			70% Min		100% Max	
Band	Min	Max	Hourly	Annual	Hourly	Annual
1	450	490	\$ 43.01	\$ 83,870	\$ 61.44	\$ 119,808
2	491	533	\$ 44.70	\$ 87,165	\$ 63.85	\$ 124,508
3	534	548	\$ 45.81	\$ 89,330	\$ 65.44	\$ 127,608
4	549	629	\$ 47.59	\$ 92,801	\$ 67.98	\$ 132,561
5	630	682	\$ 49.93	\$ 97,364	\$ 71.33	\$ 139,094
6	683	737	\$ 51.73	\$ 100,874	\$ 73.90	\$ 144,105
7	738	798	\$ 53.58	\$ 104,481	\$ 76.54	\$ 149,253
8	799	865	\$ 55.53	\$ 108,284	\$ 79.33	\$ 154,694
9	866	936	\$ 57.55	\$ 112,223	\$ 82.21	\$ 160,310
10	937	1013	\$ 59.61	\$ 116,240	\$ 85.16	\$ 166,062
11	1014	1096	\$ 61.75	\$ 120,413	\$ 88.22	\$ 172,029
12	1097	1185	\$ 63.96	\$ 124,722	\$ 91.37	\$ 178,172
13	1186	1280	\$ 66.21	\$ 129,110	\$ 94.59	\$ 184,451
14	1281	1383	\$ 68.54	\$ 133,653	\$ 97.91	\$ 190,925
15	1384	1496	\$ 70.97	\$ 138,392	\$ 101.39	\$ 197,711
16	1497	1617	\$ 73.49	\$ 143,306	\$ 104.99	\$ 204,731
17	1618	1756	\$ 76.18	\$ 148,551	\$ 108.83	\$ 212,219
18	1757	1907	\$ 79.04	\$ 154,128	\$ 112.91	\$ 220,175
19	1908	2070	\$ 82.00	\$ 159,900	\$ 117.14	\$ 228,423
20	2071	2249	\$ 85.08	\$ 165,906	\$ 121.54	\$ 237,003
21	2250	2320	\$ 87.25	\$ 170,138	\$ 124.64	\$ 243,048

The annual amounts are approximate. Hourly rates are used to determine actual pay.

**Responsibility Allowance**

You may be appointed in writing to act in a more senior position covered by this Handbook.

If the acting appointment is for over five days, you will be paid a responsibility allowance equal to 12% of your salary for the acting period.

You will be paid a responsibility allowance of up to 10% of your salary if the acting appointment is for five days or less, or you are not required to perform all of the duties of the position.

The total amount of salary and responsibility allowance shall not exceed the maximum rate of pay for the position in which you are acting.

Employees not covered by this Handbook who are required to act in a Senior Manager position will receive a responsibility allowance. However, their benefits will not change to correspond to the benefits in this Handbook.

**Membership Fees**

The Employer shall reimburse an employee or on behalf of the employee, pay for membership, registration, licensing or certification fees to an organization, governing body, or government agency when the payment of such fees is a requirement for the performance of the duties of the employee's position.

**ALLOWANCES****Northern Allowance**

Community differences in cost of living and travel are offset by a northern allowance. This allowance is taxable. The allowance is paid every other week. The bi-weekly amount is calculated by dividing the annual allowance by 26. The rate paid is based on your community of employment.

The annual northern allowance rates are as follows, effective April 1, 2009:

Region/Community	Annual Rate	Region/Community	Annual Rate
<b>Deh Cho</b>		<b>Beaufort Delta</b>	
Fort Liard	<b>\$7,456</b>	Aklavik	<b>\$19,204</b>
Fort Providence	<b>\$7,576</b>	Fort McPherson	<b>\$15,710</b>
Fort Simpson	<b>\$10,191</b>	Inuvik	<b>\$14,121</b>
Hay River Reserve	<b>\$5,818</b>	Paulatuk	<b>\$22,401</b>
Jean Marie River	<b>\$11,831</b>	Sachs Harbour	<b>\$22,944</b>
Kakisa	<b>\$7,488</b>	Tsiigehtchic	<b>\$15,661</b>
Nahanni Butte	<b>\$15,380</b>	Tuktoyaktuk	<b>\$19,473</b>
Trout Lake	<b>\$19,068</b>	<b>Ulukhaktok</b>	<b>\$24,270</b>
Wrigley	<b>\$15,426</b>	<b>Sahtu</b>	
<b>Fort Smith</b>		Colville Lake	<b>\$20,844</b>
Enterprise	<b>\$5,830</b>	Deline	<b>\$19,146</b>
Fort Resolution	<b>\$8,982</b>	Fort Good Hope	<b>\$18,928</b>
Fort Smith	<b>\$5,965</b>	Norman Wells	<b>\$15,142</b>
Hay River	<b>\$5,800</b>	Tulita	<b>\$17,393</b>
Lutselk'e	<b>\$15,088</b>	<b>Nunavut</b>	
<b>Tli Cho</b>		Iqaluit	<b>\$14,236</b>
<b>Behchoko</b>	<b>\$3,546</b>	Rankin Inlet	<b>\$18,303</b>
Detah	<b>\$3,464</b>	<b>Headquarters</b>	
<b>Wekweeti</b>	<b>\$13,648</b>	Yellowknife	<b>\$3,450</b>
<b>Whati</b>	<b>\$13,614</b>		

The Northern Allowance methodology will be updated on a yearly basis and the updated Northern Allowance Rates will be implemented on April 1 of each year.

### Bilingual Allowance

If you are required by the Government to use two or more of the official languages in your position, you are provided with a bilingual allowance of \$1,200 per year. An examination of language ability may be required.

The official languages of the Northwest Territories are:

Chipewyan	English	Inuinnaqtun	North Slavey
Cree	French	Inuktitut	South Slavey
Gwich'in	Inuvialuktun	Tlicho	

The bilingual allowance is taxable.

The allowance is paid every other week. The bi-weekly amount is calculated by dividing the annual allowance by 26.

## RELOCATION - HIRE/TRANSFER

Reimbursement for any relocation is limited to the costs for a move carried out in the most practical and economical manner. Reasonable expenses incurred will be reimbursed. You must have prior approval for all moves for which you wish to receive reimbursement.

While in transit, you are deemed to be on duty travel. You will be compensated while in transit, at regular salary, to a maximum of three (3) days.

The following expenses are allowed:

### Transportation

- the most economical airfare;
- privately owned vehicle (rates are in the section on duty travel).

**Meals and Incidental Expenses** will be reimbursed in accordance with the duty travel provisions contained herein on page 15, for you and your spouse, plus an amount equal to one-half of that rate for each dependant:

- when the journey starts, for a maximum of three days.
- en route, for the time required to make the direct journey. If you are travelling by vehicle you will be allowed accommodation and meal costs for up to one day for each 644 km (400 miles). The distances will be the generally accepted most direct route. For travel within the Northwest Territories, the distance is outlined on the Department of Transportation Distance in Kilometers Between Northwest Territories Communities chart. Any distance not listed will be the generally accepted most direct route.
- at the destination, while awaiting furniture or accommodation, for up to ten days if alone or 21 days if you have dependants.
- In exceptional circumstances, such as lack of accommodation at the destination, you will receive additional reimbursement in reduced amounts to a maximum of \$7.50 per day per person, \$5.00 per day for each child under six years of age.

- The maximum reimbursed for kilometres, meals and accommodation en route cannot exceed the total expense if you had made the trip by economy class air travel.

**Excess Baggage** to a maximum of six pieces plus two pieces for each of your dependants. This applies if effects are moved separately by a slower method of transportation or if no other expenses are reimbursed for moving effects. Each piece of excess baggage is limited to 32 kg (70 lbs).

**Telephone calls** necessary to facilitate shipment of effects.

**Movement and storage of effects** of up to 1,814 kg (4,000 lbs) is reimbursed or up to 6,084 kg (15,000 lbs) if you have dependants.

Effects include furniture, household goods, equipment and personal effects of you and your dependants at the time of the move. Effects do not include automobiles, boats, motorcycles, snowmobiles, trailers, animals or foodstuffs. However, when a continuing employee is moved within the Northwest Territories, effects may include all-terrain vehicles, snowmobiles and foodstuffs.

**Packing, crating, unpacking, uncrating, transportation and in-transit insurance** costs will be reimbursed. If professional movers are not available in the community, payment may be authorized for the cost of packing materials purchased from local stores and the cost of making crates by local residents.

**Temporary storage** will be reimbursed until permanent accommodation is available (where authorized).

**Long-term storage** costs at the nearest facility will be reimbursed when it is not in the interest of the Government to move your effects. Under normal circumstances this storage will not exceed three years.

**Incidental expenses** of the move not specifically provided for will be reimbursed. There is a maximum of \$250.

### **Real Estate and Legal Fees**

Actual real estate, legal and notarial fees for the sale of your principal residence may be reimbursed. The residence must be a single-family dwelling. It must be sold within one year of the date of your authorization to transfer.

This does not apply to your initial appointment to the Public Service.

All claims must be authorized and receipts provided.

**Duplicate Costs on Initial Appointment**

In some cases there will be duplicate costs because you cannot sell or rent a single family dwelling before your relocation. Duplicate costs for up to three months from the date of appointment may be reimbursed. Reimbursement will be the lesser of:

- the monthly mortgage payment (principal and interest) on your old residence; and
- the payment for your new residence.

This only applies to your initial appointment to the Public Service.

All claims must be authorized and receipts provided.

**Cost of Breaking Lease**

You will be reimbursed for the cost of fulfilling the terms of tenancy of leased premises at your former place of duty.

The maximum payment is for three months.

**Limitations**

The maximum reimbursement for accommodation in a private home is \$11 per day and \$3 for each of your dependants.

You will not be paid relocation if you have an established residence at your place of duty at the time of appointment.

You cannot claim the balance of any unused total weight allowance later. An exception is made if transportation problems prevent you from transporting the total weight allowance in one shipment.

In exceptional circumstances, additional expenses may be approved where the expenses for meals, accommodations or other items cannot be kept within the limits. You must explain the circumstances.

**Procedure**

You will be advised by the appropriate authority regarding how your move will be handled.

You must submit the following within 30 days of arrival:

- a completed Travel Authorization and Expense Claim, with receipts;

- where incidentals are claimed, a completed certificate as follows:
  - "I certify that I have incurred expenses incidental to this move and not otherwise claimable in the amount of \$\_\_\_\_\_.";
- a cheque for the balance of any advance you were issued.

**DUTY TRAVEL**

You will be reimbursed for reasonable expenses within the following entitlements for authorized travel on Government business. Exceptions will be considered where your expenses cannot be kept within the entitlements. You must explain the circumstances on the claim and attach receipts.

**Transportation**

- Economy air (you may be entitled to travel by another class in certain circumstances, this should be verified by your Deputy Head);
- Privately owned vehicle;
- Chartered aircraft;
- Rented vehicles - where this is the most reasonable or economical means of travel. The Government maintains coverage for collision damage to short term rental vehicles.

No reimbursement over **\$10** will be made without a receipt.

**Accommodation**

- Commercial accommodation for 15 calendar days or less - actual costs of authorized accommodation. Where possible, hotels with Government rates should be used. When you make reservations you should indicate that the accommodation is to be at the Government rate.
- Commercial accommodation for over 15 calendar days - where possible, you should make arrangements for suitable rental accommodation at weekly or monthly rates.
- Expenses for commercial accommodation must be accompanied by receipts.
- Non-commercial accommodation - \$50.00 for each night.

**Meals and Incidental Expenses**

You are paid an allowance for the cost of your meals and for incidental expenses such as tips.

Rate	
<b>Breakfast</b>	<b>\$16.65</b>
<b>Lunch</b>	<b>\$17.75</b>
<b>Dinner</b>	<b>\$53.05</b>
Incidentals	\$17.30
<b>Total</b>	<b>\$104.75</b>

Duty travel to the United States will be paid at the same rates, in U.S. dollars. These rates change periodically and are updated on the **Human Resources** Web Site at:

<http://www.hr.gov.nt.ca/library/DutyTravel.htm>

Claims for meals on a partial day will be allowed if it is reasonable or necessary that the meal be taken away from home. Incidentals will not be reimbursed if your duty travel starts and ends on the same day.

You may be reimbursed for the actual cost of meals and services, which exceed the allowances. The reason must be justified and receipts provided.

Meals provided as part of the cost of transportation and/or accommodation cannot be claimed. The cost of meals may not be included on a hotel bill.

When your travel status is for more than 15 calendar days in one location, the maximum allowance is reduced to 50% of the meal amounts per day. This does not apply in communities where housekeeping units or reasonable room and board are unavailable.

**Other Expenses**

You may be reimbursed for the following expenses:

- Long distance telephone calls - business - if a satisfactory explanation is provided.

- Long distance telephone calls - personal - if you are required to be away from home over a weekend, and are on continuous travel status for two or more days before the weekend. This must be supported by receipts where available and may not exceed five minutes.
- Local phone calls - business.
- Baggage - storage and excess baggage charges, if a satisfactory explanation is provided.
- Taxis - you must explain the use unless the purpose is clear. Taxis should not be authorized for repeated trips between the same places where convenient public transportation is available.
- Laundry - after 7 consecutive days on duty travel, a maximum of \$20 for each subsequent 7 days, if not supported by receipts; or, if supported by receipts, a maximum of \$20 after 5 consecutive days and the same amount for each subsequent 5 days.
- Casual wages for service personnel - where a satisfactory explanation is provided, to a maximum of \$50.
- Child care expenses - if your child care expenses are more than normal because of the duty travel, you may be reimbursed a maximum of **\$50** per day per child.

Except for Laundry as stated, no item over **\$10** will be reimbursed without a receipt.

**You Will Not be Paid for the Following:**

- Purchase of briefcases, fountain pens, tools or any other supplies or equipment.
- Rental of television or radio receiving sets, where not included in the charge of accommodations.
- Purchases of a personal nature, such as baggage, clothing, etc.
- Telephone, telegraph, cable or radio messages of a personal nature, except as outlined above or if you have an unavoidable delay in arriving home.
- Expenses of any kind incurred during stopovers for personal reasons or during periods of leave, with or without pay.
- Any loss of money or personal belongings.

- Collision damage waiver insurance on short-term rental vehicles (the Government provides automatic collision coverage for short term rented vehicles).

### **Procedure**

Duty travel must be authorized on a Travel Authorization and Expense Claim form before the start of your trip.

You must get prior authorization for special arrangements such as car rental and mileage on the Travel Authorization and Expense Claim Form.

If you want an advance you should request it at least three working days before your trip. The form will be returned to you along with a cheque for the advance.

Expenses must be claimed on the pre-authorized form within ten days of completion of your trip. The claim must be supported by receipts where applicable. A personal cheque to cover any amount by which your travel advance exceeds your claim must be attached.

### **Travel by Privately Owned Vehicle**

The use of a privately owned vehicle will not be authorized if commercial transportation (e.g., airplane, taxi) would be more reasonable and practical.

Your reimbursement is limited to the commercial cost when the total cost of your trip, including the cost of meals, accommodation and incidental expenses exceeds the cost of the same journey by commercial means.

With prior authorization you may use a privately owned vehicle for travel on Government business or on removal. Reimbursement is **\$0.545** per kilometre for travel within the Northwest Territories and **\$0.495** per kilometre for travel elsewhere. If the use of a privately owned vehicle is for your convenience, the allowance is reduced to **\$0.28** per kilometre. These rates change periodically.

You will be reimbursed for ferry, bridge, road and tunnel tolls, and parking charges.

There will be reimbursement for other travel expenses where applicable. This is subject to the limits set out below.

**Limitations for Travel by Privately Owned Vehicle**

Personal insurance is required before you may use a private vehicle for Government business. The Government will not pay for any additional insurance costs because you use a vehicle for Government business.

You will not be paid any claim for damage, loss or liability incurred while using a vehicle on Government business, other than that claimed under the *Workers' Compensation Act*.

Distances reimbursed will be the generally accepted most direct route. For travel within the Northwest Territories, the distance is outlined on the Department of Transportation Distance in Kilometres Between Northwest Territories Communities chart. Distances not listed will be the generally accepted kilometres for the most direct route.

No additional payment will be made for other employees on duty carried as passengers.

If the total cost of your trip (including the cost of meals, accommodation and incidental expenses) exceeds the cost of the same journey by ordinary commercial means, reimbursement will be limited to the commercial cost.

**Headquarters Duty Travel**

You may be reimbursed for unusual but necessary transportation expenses incurred while carrying out your duties within the headquarters area.

You may be reimbursed for a taxi between home and work when work after normal hours is required. Circumstances such as the combination of late hours, weather and distance must make it unreasonable for you to use the normal means of transportation.

Headquarters duty travel may be reimbursed when transportation is necessary (e.g., because of bulky documents or time constraints). The method chosen must be the most economical one under the circumstances.

You will not be paid for daily transportation expenses within your headquarters area between your home and place of duty without prior authorization.

**LEAVE**

Your balance of special, sick and **vacation** leave credits as of March 31 will be provided in writing each May. **Earned but unused vacation** leave, sick leave or special leave will be forgiven if the employment relationship ends because of death or by lay-off after one or more years of continuous employment.

If, during any period of **vacation** leave, winter bonus leave, or special leave, you are recalled to duty, you will be reimbursed reasonable expenses that you incur for:

- travel to your place of duty;
- non-refundable deposits or pre-arrangements associated with the vacation or special leave; and
- return travel to resume your vacation or special leave.

### **Designated Paid Holidays**

The following days are designated paid holidays:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- National Aboriginal Day or for those employees working and normally residing in Nunavut, Nunavut Day.
- Canada Day
- The first Monday in August
- Labour Day
- Thanksgiving
- Remembrance Day
- Christmas Day
- Boxing Day
- Any additional days when proclaimed by an Act of Parliament as a National Holiday or by an Act of the Legislative Assembly of the Northwest Territories as a Territorial Holiday.

When a designated holiday falls on your day of rest, the holiday will be moved to the first working day following the day of rest. When a designated holiday falls during leave with pay, the holiday will not be considered a day of leave.

### **Vacation Leave**

Your **vacation** leave must be approved in advance.

You earn **vacation** leave each month in which **you earn at least one day's pay**:

Completed Years of Continuous Employment	Days earned per Month	Days earned per Year
less than one	1.79	21.5
one or more, less than 7	2.21	26.5
7 or more, less than 15	2.63	31.5
15 or more, less than 20	2.92	35
20 or more	3.33	40

**Effective April 1, 2011, you will earn vacation leave for each hour that you receive pay at the following rates:**

Completed Years of Continuous Employment	Amount Earned per Hour	Days earned per Year
less than one	<b>0.0826616</b>	21.5
one or more, less than 7	<b>0.102000</b>	26.5
7 or more, less than 15	<b>0.121385</b>	31.5
15 or more, less than 20	<b>0.134770</b>	35
20 or more	<b>0.153693</b>	40

Senior Managers are strongly encouraged to make use of a minimum of 15 days of accrued **vacation** leave credits per year in order to maintain both productivity and work/life balance,

Every reasonable effort will be made to:

- schedule your **vacation** leave in the fiscal year in which it is earned, at a time you request;
- not recall you from **vacation** leave;
- grant you up to seven consecutive weeks **vacation** leave, depending upon your vacation entitlements.

The Employer shall approve, deny or alter the request for vacation leave submitted by you as soon as possible, but no later than two (2) weeks after the request has been received.

**Vacation** leave will be reinstated if, during your leave:

- there is a death or illness in your immediate family and special leave is granted; or
- sick leave is granted and a medical certificate is produced.

Earned but unused **vacation** leave credits will be carried over unless you request that they be liquidated in cash at the end of the fiscal year.

A fractional entitlement of **vacation** leave at the end of the fiscal year will be increased to the next hour.

**Vacation** leave unused upon termination will be paid at the last daily rate of pay. If the termination is due to death, the amount will be paid to your estate.

**Vacation** leave may be used, if your employment is terminated by lay-off, to extend the time you need to meet the minimum service requirements for severance pay, or it entitles you to an annual allowance or immediate annuity as defined under the *Public Service Superannuation Act*.

If you cease to be employed for a reason other than dismissal, abandonment of position or rejection on probation and are re-employed, completed years of prior employment with the GNWT shall be considered continuous service for the purpose of determining **vacation** leave entitlements (this does not apply to casuals).

### **Winter Bonus Days**

One winter bonus day will be granted for each five consecutive days of **vacation** leave you take between October 1 and March 31. When a **designated** paid holiday falls in a period of **vacation** leave, it is counted as **vacation** leave for determining winter bonus days.

There is a limit of four extra days for each fiscal year.

Winter bonus days must be taken at the same time as your **vacation** leave. There is no carry-over of these days.

Winter bonus days will be provided if the application for all **vacation** leave between October 1<sup>st</sup> and March 31<sup>st</sup> is denied and **vacation** leave continues to be denied from the date of application to March 31<sup>st</sup>. You will be granted the equivalent number of extra days you would have received had the original leave application been approved. The **vacation** leave application must have been initially received prior to December 15<sup>th</sup>.

**Sick Leave (With Pay)**

You earn one and one-quarter sick leave credit days each calendar month in which you receive at least ten days pay.

**Effective April 1, 2011, you will earn sick leave credits at the rate of 0.057693 hours for each hour that you receive pay.**

All absences because of illness on a normal working day are charged against sick leave credits. The exceptions are:

- when you leave work sick after working one-half day plus at least two hours, no sick leave credits are used;
- when you leave work sick after at least two hours on the job, only a one-half day of sick leave credits are used.

Unless otherwise informed by your Deputy Head, you must **make** a statement that you were unable to perform your job due to illness.

If requested by your Deputy Head, you must provide a medical certificate from a medical or nurse practitioner.

If necessary, up to 65 days of sick leave credits may be advanced. They will be charged against your future credits, as earned.

Any unused sick leave credits will be reinstated after you return to work following a leave of absence without pay or a reinstatement following lay-off.

Sick leave may later be replaced by injury on duty leave according to the conditions outlined in the injury on duty section of this Handbook.

**Special Leave (With Pay)**

Special leave credits (maximum of 30 days at one time) are earned at the following rates:

- one-half day for each calendar month in which you receive pay for at least ten days;
- one-quarter day for each calendar month in which you receive pay for less than ten days.

**Effective April 1, 2011, you will earn special leave at the rate of 0.023077 hours for each hour that you receive pay.**

For the purposes of special leave, your immediate family includes father, mother, brother, sister, spouse, child, step-child, foster-child, grandparent, father-in-law, mother-in-law, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law and any other relative permanently living with you.

You will be granted special leave for up to five consecutive working days when:

- there is a death in your immediate family (you may be granted up to three additional days special leave for the purposes of travel) or
- you are to be married.

You may be granted special leave for up to five consecutive working days when:

- a member of your immediate family becomes ill (not including childbirth), and you must care for dependants or for the sick person;
- a member of your immediate family becomes seriously ill;
- special circumstances not directly attributable to you prevent you from reporting to duty, including:
  - serious household domestic emergencies.
    - a transportation problem **caused by weather**, if you make every reasonable effort to report for duty.
- there is a general value to the Public Service, such as where you:
  - take an examination, which will improve your position or qualifications in the Public Service;
  - attend your university convocation, if you have been continuously employed for at least one year;
  - attend a course in civil defence training;
  - require a medical examination for enlistment in the Armed Forces or for a veteran's treatment program.

You may use up to three days of special leave to attend the funeral of your aunt, uncle, niece or nephew.

You will be granted special leave up to three working days for the birth or adoption of a child. This may be divided into two parts and taken on separate days.

Special leave may be granted if you are required to be a non-medical escort for a member of your immediate family.

Special leave will be granted for time lost through quarantine. A medical certificate is required.

Special leave of more than five consecutive working days may be approved by your Deputy Head.

You may be advanced up to six days of special leave when you have insufficient credits to cover the leave. Advanced leave will be deducted from future credits.

### **Court Leave (With Pay)**

Court leave is given if you must:

- serve on a jury; or
- attend as a witness before a body authorized by law to compel the attendance of witnesses; or
- if you are required by law to attend a proceeding under the **Youth Criminal Justice Act** (Canada) concerning a dependent.

### **Injury On Duty Leave (With Pay)**

Injury on duty leave is granted when a Workers' **Safety and Compensation Commission** determines that you are unable to perform the duties of your job. It is intended to provide short-term relief.

Your problem must be a result of:

- accidental personal injury received in the performance of duties and not caused by your wilful misconduct; or
- sickness resulting from the nature of your employment; or
- over-exposure to radioactivity or other hazardous conditions during employment.

Any amount payable by Workers' **Safety and Compensation Commission** for loss of wages in respect of the injury must be assigned to the Government.

**Emergency Leave**

Leave of absence with or without pay may be granted in emergency or unusual circumstances.

**Leave for Relocation of Your Spouse**

Leave without pay for up to one year may be approved if your spouse is permanently relocated or accepts an appointment to another position **within the NWT but** outside of your headquarters area.

**Mandatory Leave With Pay**

**You must take five days mandatory leave with pay (MLWP) each fiscal year.**

**Where operationally feasible, you must take these MLWP days between December 19 and January 5, on days designated by the Employer.**

- **You are not eligible for the MLWP days if you are on leave without pay on the working day immediately preceding and following the MLWP days.**
- **You will be provided with the MLWP days no matter what your start date in the fiscal year.**
- **You will not receive a payout of MLWP days if you terminate your employment prior to the days set by the Employer.**

**If, for operational reasons, you cannot take the MLWP days on the dates designated by the Employer, you must schedule them during the balance of the fiscal year.**

- **If you are unable to schedule some or all of the MLWP days, you will be paid out the remaining value of the MLWP days at the end of the fiscal year.**
- **If you are on leave without pay for more than three months, you will be entitled to a pro-rated amount of MLWP days.**
- **If you terminate your employment prior to the end of the fiscal year, you will be paid out the remaining pro-rated value of MLWP days.**

**Maternity Leave Without Pay**

Maternity leave without pay will be granted for a period of 17 weeks commencing at any time during the 17-week period prior to your expected date of delivery.

Your Deputy Head or Assistant Deputy Minister must be notified at least four weeks before the expected date of the commencement of your maternity leave without pay. A medical certificate certifying pregnancy may be requested.

If you request it in writing, the Deputy Head/Assistant Deputy Minister may defer the beginning of your leave or terminate it early. You may be granted leave to start earlier than 17 weeks before the expected date of delivery.

When working conditions may be detrimental to the health of a pregnant employee or the unborn child the Employer will:

- (1) change those working conditions; or
- (2) assign suitable alternative work; or
- (3) temporarily transfer the employee;

Where none of these options are reasonable within operational requirements, allow the employee to take a leave of absence without pay for the duration of her pregnancy.

### **Maternity Leave With Allowance**

You will be paid a maternity leave allowance if:

- six months of continuous employment have been completed;
- proof has been provided of receipt of Employment Insurance benefits; and
- there is an agreement to return to work for at least six continuous months when the maternity leave ends.

The date of your return to work may be changed with the Government's consent.

If you do not return to work, the amount of the allowance must be reimbursed to the Government. If you return to work for less than six months, the allowance **to be reimbursed** will be pro-rated. An exception is made for death, disability and lay-off.

The allowance provides a "top up" of Employment Insurance benefits to a maximum of 17 weeks at 93% of your last weekly rate of pay. **The weekly rate of pay for part-time employees will be the prorated weekly rate in effect immediately before the commencement of maternity leave and averaged over the six month period of continuous service.**

The Employer is not responsible for any consequences of an employment insurance benefit overpayment nor is it responsible for providing any additional payments in respect of maternity leave should your benefits be affected by tax, employment insurance, or legislative provisions.

**Parental Leave Without Pay**

If you will have actual care and custody of a newborn child of whom you are the natural mother or natural father, or an adopted child, parental leave without pay **will** be granted to you for up to 37 consecutive weeks in the 52 week period immediately following the birth of the child or, in the case of an adoption, the time that the child comes into your care and custody.

Parental leave may be shared by an employee couple, but the total amount of parental leave cannot exceed 37 weeks for both employees combined.

If you intend to request parental leave you must make every effort to provide reasonable notice to the Employer. In the case of an adoption, you must notify the Employer as soon as the application has been approved by the adoption agency or legal guardianship or custody papers have been drawn up.

If you are taking maternity leave, you may also take parental leave, in which case, it must be taken immediately following the maternity leave. The total amount of maternity and parental leave combined cannot exceed 52 weeks.

**Parental Leave With Allowance**

You will be paid a parental leave allowance if:

- six months of continuous employment have been completed;
- proof has been provided of receipt of Employment Insurance benefits; and
- there is an agreement to return to work for at least six continuous months when the parental leave ends.

The date of your return to work may be changed with the Government's consent. If you do not return to work, the allowance must be reimbursed to the Government. If you return to work for less than six months, the allowance to be reimbursed will be pro-rated. An exception is made for death, disability and lay-off.

The allowance provides a "top up" of Employment Insurance benefits to a maximum of 17 weeks at 93% of your last weekly rate of pay. **The weekly rate of pay for part-time employees will be the prorated weekly rate in effect immediately before the commencement of maternity leave and averaged over the six month period of continuous service.**

The Employer is not responsible for any consequences of an employment benefit overpayment nor is it responsible for providing any additional payments in respect of parental leave should your benefits be affected by tax, unemployment insurance, or legislative provisions.

When parental leave is taken by an employee couple, payments made pursuant to the Parental Leave allowance shall not exceed a total of 17 weeks for both employees combined.

No employee shall be laid off, transferred or relocated while on, or within six months of his/her return from maternity or parental leave without the consent of the employee and the Employer.

### **Leave Without Pay for Compassionate Care**

**You will be granted up to a maximum of eight weeks to provide care or support to a gravely ill family member at risk of dying within 26 weeks.**

**Family member means:**

- **your spouse,**
- **your child or your spouse's child,**
- **your parent or your spouse's parent and,**
- **any other person who is a member of a class of persons prescribed in subsection 23.1(1) of the *Employment Insurance Act* (Canada);**

**Care or support to a family member means:**

- **providing psychological or emotional support;**
- **arranging for care by a third party; or**
- **directly providing or participating in the care.**

**Compassionate care leave may be taken over one or more periods. Each period of compassionate care leave must be at least one (1) week.**

**If you and one or more of your family members who are employees apply for compassionate care, Deputy Heads will review operational requirements.**

**When requesting compassionate care, you must provide a medical certificate indicating the ill family member needs care or support and is at risk of dying within 26 weeks.**

**If the family member dies while you are on leave without pay for compassionate care, the leave without pay for compassionate care ceases. You must contact your supervisor and may request special leave.**

### **Self-Funded Leave Plan**

The Government will provide a deferred salary leave plan to allow you flexibility in your long term career and personal goals.

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The plan allows you to defer 20% of your salary for four years to fund a one-year leave of absence without pay or to defer 10% of your salary for four and a half years to fund six months absence without pay. In accordance with the Income Tax Regulations you must agree to return to your regular employment for no less than the period of leave.

During the period of leave, you may engage in activities outside the Public Service in accordance with the Code of Conduct regarding Outside Employment.

You must request the leave in advance. Your deferred salary will be deposited into a trust that will provide income during the leave. The deferred salary is exempt from taxation until the funds are released to you.

You are responsible for the employer and employee share of pension contributions while on leave. The period of leave counts as pensionable service.

Contact the Human Resource Centre in your region for details of application procedures and entitlements.

## **EDUCATION LEAVE**

Education leave is time off to undertake full-time post-secondary studies for at least one academic year at a recognized university, community college or technical institute.

An academic year is two full program semesters, completed in succession, or completed within a 12-month period.

The number of opportunities for education leave with assistance is limited. Preference is given to long-term employees at lower income levels who have limited career options. Preference is also given to Affirmative Action applicants and long-term Northwest Territories residents.

### **Eligibility**

You must have three years of continuous service before starting education leave. This may be waived in unusual circumstances.

Education leave is only granted if there is evidence of satisfactory performance and potential for career development. A current performance review is required.

### **Levels of Assistance for Education Leave**

Assistance includes tuition, travel and **one removal in and out**.

Education leave is without salary. However, allowances instead of salary may be paid:

- **Full Allowance**

- 100% of present salary may be paid if your skills have become technically obsolete and retraining is needed to satisfactorily carry out the duties of your position.
- 100% of present salary may be paid if qualified people cannot be recruited for essential work.

- **Partial Allowance**

- A minimum allowance equivalent to 50% of your present salary may be paid to meet an identified need rather than recruit outside the
- Government. The decision is based on the most economical use of existing staff to capitalize on experience, knowledge and capability.
- Recognizing that 50% of salary may prove a financial burden if you continue studies beyond a one year program, a 10% increase will be added to the allowance in each consecutive year of study, to a maximum of 80% of salary.

- **Assistance Without Allowance**

- Assistance only, with no allowance in lieu of salary may be paid to further post-secondary education to obtain qualifications that are generally relevant to present or future requirements of the Government.

### **Procedures for Education Leave**

Applications for education leave are submitted to your Deputy Head. For information regarding application guidelines and content, contact the Human Resource Service Centre in your region.

Successful applicants must sign a leave of absence agreement. Those granted education leave are usually required to return to work for a period equivalent to the leave.

You must submit proof of acceptance at a recognized university or community college, along with a course outline, before you go on education leave.

If you have consecutive years of education leave, you will normally be required to return for temporary work assignments between academic years. Travel costs and housing accommodation for temporary work assignments will be provided at single status only. You do not earn leave credits while on education leave, except during periods of temporary work assignments.

You do not receive pay increments or economic increases while away from your duties on education leave.

Pension deductions will be based on the full salary for the position you held before education leave, and will be recovered from you in equal instalments over a period equal to twice as long as the absence.

### **Short Term Leave for Training Purposes**

Your Deputy Head may grant short-term leave **with or** without pay to take advanced or supplementary training of less than one academic year. The leave will be based on present and future job requirements and on individual qualifications.

Full or partial financial assistance and full or partial allowance may be granted if:

- your skills have become technically obsolete and you need retraining to carry out your work satisfactorily; or
- the courses are required for you to keep abreast of new knowledge and techniques; or
- qualified people cannot be recruited to carry out essential work; or
- **your Employer requires you to take the training.**

If you take short term leave for training with full or partial allowance, you must return to work for a period equivalent to the leave.

### **Leave Without Pay for Education Purposes**

You may also be granted leave without pay (without allowance or assistance) for education purposes. Approval is needed from your Deputy Head.

### **Courses Taken on Personal Time**

Tuition fees for courses you take on your personal time may be refunded. To qualify, you must show evidence of successful completion of the course. The course must be of value to your work, and it must not require absence from duties. You must obtain approval from your Deputy Head for reimbursement of tuition costs before you take the course.

Deputy Heads or their designate have the discretion to pay the course/tuition fees in advance. Deputy Heads or their designates have the authority to waive the requirements for an employee to reimburse the Employer for tuition/course fees paid in advance, in exceptional circumstances or if there was some overall benefit from the training initiative.

## MEDICAL TRAVEL ASSISTANCE

Medical travel assistance is granted for travel from your community of residence for non-elective medical treatment. The coverage is for you, your spouse and dependant children. Reimbursement will be determined on a trip-by-trip basis subject to the following provisions.

Payment will not exceed:

- return transportation to the point of departure or the nearest place where adequate treatment is available, whichever results in the lesser expense;
- 25 days hotel accommodation and meal costs, at duty travel rates. **Reimbursement of these costs are not applicable to periods spent in a treatment facility;**
- up to a maximum of \$50 per day for accommodation, meals and transportation (**i.e. taxis to and from appointments**) expenses for any periods beyond 25 days and not to exceed 40 days; and
- the lesser of return taxi or shuttle bus fare between the airport and the treatment centre.

You will be reimbursed for overnight hotel accommodation en route when travel to the treatment centre is interrupted by weather or other circumstances completely beyond your control.

**When you travel in a privately owned car and the total cost of the trip, including the per diem rate for meals, incidentals and lodging expenses, exceed the cost of the same journey by ordinary commercial means, reimbursement will be limited to the commercial cost.**

Your claim must be supported by a form completed by a qualified medical practitioner certifying that medical travel is necessary as the treatment was non-elective, required for the health of the patient, and could not be provided by the facilities or services available in your community of residence. The medical practitioner submits the form to Stanton Territorial Hospital for approval.

Medical travel assistance will not be provided if a similar benefit is available through another employer. Double coverage is not available if more than one family member is employed by the Government. Every effort must be made to schedule medical appointments/procedures while on other forms of leave.

**Medical Travel - Dental**

**The GNWT provides Medical Travel Assistance for some dental procedures. The requirements for approval for medical travel for dental procedures are narrow:**

**Your claim must be supported from a qualified healthcare professional or practitioner which can include a dentist, a licensed medical doctor, nurse practitioner, community health nurse or midwife stating that:**

- **the treatment is non-elective;**
- **the urgent treatment is needed immediately or the patient's health could be jeopardized; and**
- **the treatment could not be provided by the facilities or services available in your community.**

**In addition, the claim must also be approved by Green Shield, the GNWT's dental coverage provider.**

**Medical travel will not be covered for the following procedures:**

- **Routine Extraction of Wisdom Teeth**
- **Routine Root Canals**
- **Periodontal (soft tissue work, e.g., dentures)**

**Each medical travel claim for dental procedure must be assessed by a healthcare professional before Medical Travel is approved.**

**Escort**

The travel expenses of a non-medical escort may be reimbursed. A qualified medical practitioner must certify that it is necessary for the patient to be accompanied by some other person.

The escort must be 19 years of age or older.

If you are the non-medical escort for an immediate family member, you may be granted special leave.

**Medical Travel Leave**

If you receive medical travel assistance, you may be granted medical travel leave for the actual time taken to travel, up to a maximum of three days.

**If you opt to drive rather than travel by air, medical travel leave will be limited to the time required to travel had you travelled by air.**

Travel leave will not be granted for escort duty.

**PENSION PLAN****Public Service Superannuation Plan**

This pension plan provides a benefit based on the average of your best five consecutive years of salary and number of years of pensionable service. Participation in this plan is compulsory.

Pension benefits are calculated as follows:

$$\frac{\text{Total Pensionable Service} \times \text{Average of Best 5 Consecutive Years Salary}}{2\%}$$

For example:

Retirement at age 60 with 22 years of service. Over the last five years, your salary has ranged from \$103,038 to \$116,454 with an average salary of \$109,508. The Superannuation pension will be  $2\% \times 22 \times \$109,508 = \$48,184$  per year. At age 65, you will become eligible to receive benefits from the Canada Pension Plan and your pension will be reduced by the amount of the CPP benefit you would receive for your pensionable service.

Benefits payable are indexed to increases in the Consumer Price Index.

If you have a minimum of two years of pensionable service you may take pension in any one of a number of ways:

- Immediate Annuity
  - payable at age 60, or
  - payable at age 55 with a minimum of 30 years service.
- Deferred Annuity

- payable at age 60 if you terminate employment before attaining that age.
- Annual Allowance
  - early payment of a deferred annuity which is subject to a 5% reduction for each year under the age of 60, or under the age of 55 or under 30 years of pensionable service if terminating after age 50 with at least 25 years of pensionable service.
  - payable at age 50 or at any later time before the deferred annuity begins.
- Transfer Value Payment (if under age 50 at termination)
  - a lump sum payment representing the actuarial value of a contributor's pension entitlement. A Transfer Value Payment must be transferred directly into a locked-in vehicle such as a locked-in RRSP, another Registered Pension Plan or to a financial institution for the purchase of a life annuity. The Transfer Value option is irrevocable.

Payroll deductions for your pension contributions are made on a bi-weekly basis. The Government also contributes to the plan. Canada Pension Plan contributions are made on salary up to the yearly maximum pensionable earnings. Contact the Human Resource Service Centre in your region for annual contribution rates.

### **Return of Contributions**

A return of contributions made to the Plan, plus interest, will normally be payable to terminating employees with less than two years of pensionable service.

### **Transferring Service from Other Plans**

There are pension transfer agreements (PTA) with some other employers who have compatible pension plans. They permit the transfer of pensionable service to the Superannuation Plan.

**To qualify for such a transfer, you must satisfy the conditions of the specific agreement, which are usually:**

- **You have ceased or cease to be employed with another employer and be or become employed with the GNWT;**
- **You have not received or will not receive a refund of contributions or other benefits from the pension plan of your previous employer;**
- **You must complete and deliver the appropriate authorizing documents within the specified time limit; usually the later of one year from the date of**

signature of the agreement or within one year of the date you become subject to the pension plan.

- Time limits may be extended in certain circumstances. Before requesting a transfer of funds, it is vital that you carefully compare the benefits payable under each plan. All transfers are irrevocable.

The amount of funds available from your former employer may not be sufficient to credit you, under the *Public Service Superannuation Act (PSSA)*, with all of the pensionable service accumulated with your former employer. There may be differences between the pension benefits provided by each plan and also differences in the actuarial assumptions each plan uses in the pension transfer calculation.

A PTA is not always the most cost effective way to have your pensionable service credits from your former employer's pension plan recognized under the *PSSA*. You may be eligible through Service Buyback to purchase the pensionable service with your former employer through the elective service provision of the *PSSA*.

#### **Election for Prior Service**

You may **elect to purchase prior service to increase your pensionable employment with the Superannuation Plan** where your contributions to an approved pension plan have been refunded.

The purchase of prior service with employers **who participate in the Superannuation Plan** can be made at any time while you are a contributor to the Superannuation Plan. **Some of these employers include:**

- the Public Service of the Northwest Territories;
- the Public Service of the Yukon;
- the Public Service of Canada;
- the Canadian Armed Forces;
- the Royal Canadian Mounted Police.

Your service with other employers may **also** qualify if the service occurred within two years of joining the Government.

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Once made, the purchase of prior service is irrevocable except in specific and unusual circumstances.

**Payroll deductions for your pension contributions are made on a bi-weekly basis. The Government also contributes to the plan. Canada Pension Plan contributions are made on salary up to the yearly maximum pensionable earnings. Contact the Human Resource Service Centre in your region for annual contribution rates.**

## **INSURANCE AND HEALTH CARE**

### **Supplementary Death Benefit**

This benefit provides a lump sum payable to your designated beneficiary. The payment is equal to twice your basic yearly salary, rounded up to the nearest multiple of \$1,000. The premiums are deducted monthly at \$0.15 per \$1,000 of coverage. This is part of the Superannuation Plan. Participation in this plan is compulsory.

### **Long Term Disability Insurance**

This insurance provides you with up to 70% of your basic yearly salary if you become disabled. Benefits are payable after a waiting period of 13 weeks or after all your sick leave credits are used, whichever is later.

For the first 24 months, your disability must prevent you from performing the duties of your position. After 24 months, the disability must prevent you from performing the duties of any commensurate occupation. A commensurate occupation is one for which you are reasonably qualified by training, education or experience. The rate of pay for the commensurate occupation must be at least 2/3 of the current rate for your regular occupation.

Long Term Disability Insurance benefits will continue while the disability lasts, or until your 65th birthday, **whichever is earlier**.

**Monthly premiums are paid **on your behalf**, by the Government.**

**Accidental Death and Dismemberment – Duty Travel**

This group insurance policy provides coverage for accidental death and dismemberment, with benefits as outlined below:

<b>The following benefits will be paid for losses sustained solely through accidental means, if your loss occurs within 365 days of the date of the accident:</b>	
Loss of Life	\$200,000
Loss of Both hands	\$200,000
Loss of Both feet	\$200,000
Loss of Entire sight of both eyes	\$200,000
Loss of One Hand and One Foot	\$200,000
Loss of One Hand and the Entire Sight of One Eye	\$200,000
Loss of One Foot and the Entire Sight of One Eye	\$200,000
Quadriplegia	\$200,000
Paraplegia	\$200,000
Hemiplegia	\$200,000
Loss of Use of Both Arms or Both Hands	\$200,000
Loss of Speech and Hearing in Both Ears	\$200,000
Loss of One Arm or One Leg	\$150,000
Loss of Use of One Arm	\$150,000
Loss of One Hand or One Foot or the Entire Sight of One Eye	\$133,333
Loss of Use of One Hand	\$133,333
Loss of Speech or Hearing in Both Ears	\$133,333
Loss of Four Fingers of One Hand	\$ 66,666
Loss of All Toes on One Foot	\$ 25,000
Loss of Thumb and Index Finger	\$ 66,666
Loss of Hearing in One Ear	\$ 33,333

Compensation is only for the greatest loss sustained as the result of any one accident.

This benefit will apply to injuries sustained anywhere in the world, 24 hours a day.

There will be no payment for any loss, fatal or non-fatal, caused or contributed to by:

- suicide or self-destruction, actual or attempted, while sane or insane; or
- any act of declared or undeclared war; or
- service in the Armed Forces of any country; or
- acting as a pilot, operator or member of the crew of any aircraft.

This coverage is in addition to any other benefits or insurance plan.

Claim forms are available from your **Human Resource Service Centre**.

Completed claim forms will be submitted to the Insurer, who will assess the claim. The Insurer will pay you or your beneficiary the claim directly.

Premiums are paid by the Government.

### **Public Service Management Insurance Plan (PSMIP)**

This life insurance plan has four parts:

- Basic Life - two years of basic salary;
- Supplementary Life - one year of basic salary;
- Accidental Death and Dismemberment - \$250,000 for accidental death or an appropriate percentage payable for dismemberment; and
- Dependents' Insurance - both life insurance and accidental death and dismemberment benefits (double indemnity) of \$5,000 for your spouse and \$2,500 for each dependant child over 14 days of age.

**Participation in PSMIP is optional. Premiums are based on age and basic salary. The monthly premiums are paid by the Government on your behalf, with the exception of the Supplementary Life insurance, which is your responsibility.**

**Details of this plan are outlined in the PSMIP booklet.**

**Public Service Health Care Plan (PSHCP)**

This insurance provides 80% reimbursement for all eligible expenses, subject to a yearly deductible of \$60 for single coverage and \$100 for family coverage.

This insurance provides extended health care benefits (in addition to the Northwest Territories **Extended Health Care Benefits**) for specialist services, prescription drugs, vision care, rental of hospital equipment, nursing assistance, ambulance services, etc. Hospital benefits are also available and there is reimbursement for the cost of semi-private or private rooms up to **\$220** per day.

Your **monthly** premiums are paid by the Government and coverage is optional.

**Details of this plan are outlined in the PSHCP booklet.**

**Dental Plan**

The plan provides you with 100% reimbursement for all eligible expenses, subject to a yearly deductible of \$25 for single coverage and \$50 for family coverage. Major restorative work (crowns, bridges, dentures, etc.) is reimbursed at 50%. Dental coverage (excluding orthodontic services) is limited to **\$1,500** per year per dependant.

The plan provides orthodontic coverage for your dependants under the age of 19. Reimbursement is limited to 50% of actual costs, to a maximum of **\$4,000** per dependant per lifetime.

Coverage comes into effect after six months of continuous employment. This waiting period does not apply if you terminate employment and are rehired within three months.

Details of the plan are outlined in the Dental Plan Booklet.

**PERFORMANCE EVALUATION**

You will have a formal performance evaluation before the end of each fiscal year. This evaluation will be the basis for salary increases during the following fiscal year.

**INDEMNIFICATION**

Damages or costs awarded against you in a civil action or proceeding will be paid. This includes any sum required to be paid by the settlement of any claim. The following conditions apply:

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- the alleged misconduct was committed in the performance of duties;
- your conduct was not a gross disregard or neglect of your duties as an employee; and
- you have given immediate notice to the Government of the action or proceeding.

You must immediately notify your Deputy Head upon becoming aware of any act or omission that could lead to a need for legal representation or result in a claim against the Government. All information must be provided. The Government may deny indemnity if your intentional delay prejudices the defence.

The Department of Justice will provide legal representation (subject to existing insurance coverage and the prerogative of the insurer to provide counsel). The counsel may be from within the Department of Justice or otherwise at the discretion of the Government.

The Government accepts full responsibility for the conduct of the action. You must co-operate fully with the appointed counsel.

## **SEVERANCE PAY**

### **Lay-Off**

If you are laid off after one year or more of continuous employment you are entitled to severance pay. You have the following options:

- Separation Assistance - you shall receive severance pay of two weeks pay per year for the first ten complete years of continuous employment and three weeks pay for each succeeding complete year of continuous employment. The total amount of severance pay, which may be paid under this sub-clause, shall not exceed 65 weeks of pay.
- Severance Priority - you shall receive severance pay for two weeks pay for the first complete year of continuous employment, two weeks pay for the second complete year of continuous employment and one week of pay for each succeeding complete year of continuous employment. The total amount of severance pay, which may be paid under this sub-clause, shall not exceed 28 weeks of pay. You shall be provided priority staffing for eighteen months from the last day of the lay-off notice period.
- Retraining - you shall, during the three month notice period, be eligible for this option if:

- you have three years of continuous employment;
- there is a specific vacant position or anticipated vacancy for which no other lay-off qualifies and you may become qualified with retraining; and
- you and the Employer agree that the retraining can be completed within 12 consecutive months.

- Education Assistance - you may be eligible for this option if:
  - you have three years of continuous employment;
  - the proposed program of study relates to positions within the Government; and
  - you provide proof of acceptance in an educational program.

Education assistance is calculated at 80% of your current salary for a period of up to 12 months.

If you are laid off for a second or subsequent time, severance pay will be calculated on complete years of continuous employment, less any period for which you have been previously granted severance pay.

### **Medical Termination**

If you are terminated as a result of a recommendation made to the Employer that you are incapable of performing your duties because of chronically poor health; and when such occurs:

- you shall be paid severance pay equal to the product obtained by multiplying your weekly rate of pay on termination of employment by the number of completed years of your continuous employment to a maximum of thirty (30), less any period of continuous employment in respect of which severance pay was previously granted.
- when employment is terminated under this Clause you shall have the right to waive your entitlement to severance pay and, in lieu thereof, be granted an equivalent period of leave with pay.

### **Resignation**

You are entitled to severance pay upon resignation if:

- you have ten or more years continuous employment;

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- you give two months notice of termination (or any shorter period as the Employer may agree); and
- if the termination is for reasons other than lay-off, abandonment of position, rejection on probation or dismissal.

This severance pay is calculated as follows:

$$\begin{aligned} & [\text{Weekly rate of pay on termination}] \times \\ & [(\text{completed years of continuous employment}) - \\ & (\text{previous years for which severance was paid}) \text{ to a maximum of 26}] \\ & \quad \text{divided by 2} \end{aligned}$$

### **Retirement**

Retirement, for severance pay purposes, means termination from the Public Service with an entitlement to an immediate annuity under the Superannuation Plan. You may take an equivalent period of leave with pay instead of severance pay.

#### **Employees on strength as at December 31, 1994:**

You are entitled to severance pay if:

- you retire; or
- your employment is terminated because chronically poor health makes performance of your duties impossible.

This severance pay is calculated as follows:

$$\begin{aligned} & [\text{Weekly rate of pay on termination}] \times \\ & [(\text{years of service}) - (\text{previous years for which severance was paid})] \\ & \quad \text{to a maximum of 30 weeks} \end{aligned}$$

#### **Employees taken on strength on or after January 1, 1995:**

You are entitled to severance pay upon retirement if:

- you have ten or more years continuous employment;
- you give two months notice of termination; and
- if the termination is for reasons other than lay-off, abandonment of position, rejection on probation or dismissal.

This severance pay is calculated as follows:

[Weekly rate of pay on termination] x  
[(completed years of continuous employment) -  
(previous years for which severance was paid) to a maximum of 26]  
divided by 2

### **Death**

Employees on strength as at December 31, 1994:

In the event of death, your estate is entitled to severance pay.

This severance pay is calculated as follows:

(Weekly rate of pay at death) x  
(years of continuous service to a maximum of 30)

This is in addition to any other benefits.

Employees taken on strength on or after January 1, 1995:

In the event of death, your estate is entitled to severance pay if you have ten years or more of continuous employment.

This severance pay is calculated as follows:

[Weekly rate of pay on termination] x  
[(completed years of continuous employment) -  
(previous years for which severance was paid) to a maximum of 26]  
divided by 2

### **Dismissal, Abandonment of Position**

No severance pay is paid if you are dismissed for cause or if you abandon your position.

## **REMOVAL ON TERMINATION**

**Removal assistance may be provided upon termination of employment.**

**If your community of residence on termination is different than your point of recruitment, your entitlement to removal assistance is based on your years of continuous service with the Government of the Northwest Territories as follows:**

<u>Length of Service</u>	<u>Entitlement</u>
less than 3 years	none
3 years but less than 4	50% of <b>community rate</b>
4 years but less than 5	60% of <b>community rate</b>
5 years but less than 6	70% of <b>community rate</b>
6 years but less than 7	80% of <b>community rate</b>
7 years but less than 8	90% of <b>community rate</b>
over 8 years	100% of <b>community rate</b>

**A year of service is the twelve (12) month period to the anniversary date of your initial appointment.**

**Eligible costs are based on your length of service entitlement and the maximum reimbursement for the community in which you were residing upon termination as set out in the following table:**

#### MAXIMUM REIMBURSEMENT SCHEDULE

Community	Rate	Community	Rate
Aklavik	\$13,440	Jean Marie River	\$7,710
<b>Behchoko</b>	\$6,318	Kakisa	\$6,595
Colville Lake	\$10,880	Lutselk'e	\$8,320
Deline	\$9,600	Nahanni Butte	\$8,320
<b>Detah</b>	\$6,329	Norman Wells	\$9,600
Enterprise	\$6,595	Paulatuk	\$13,440
Fort Good Hope	\$10,880	<b>Rankin Inlet</b>	\$8,634
Fort Liard	\$7,924	Sachs Harbour	\$14,720
Fort McPherson	\$12,693	Trout Lake	\$8,320
Fort Providence	\$6,770	<b>Tsiigehtchic</b>	\$12,372
Fort Resolution	\$7,428	Tuktoyaktuk	\$13,440
Fort Simpson	\$7,710	Tulita	\$9,600
Fort Smith	\$5,737	<b>Ulukhaktok</b>	\$13,440
<b>Gameti</b>	\$8,320	<b>Wekweeti</b>	\$8,320
Hay River	\$6,595	<b>Whati</b>	\$7,680
<b>Hay River Reserve</b>	\$6,595	Wrigley	\$8,191
Inuvik	\$12,800	Yellowknife	\$6,329
<b>Iqaluit</b>	\$10,284		

**If your community of residence remains the same as your point of recruitment, you will be entitled to 100% of the maximum rate for your community after 10 years of service.**

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Laid off employees and the dependants of deceased employees are entitled to the 100% of the maximum reimbursement for the employee's community of residence. Additionally, the dependants of a deceased employee are entitled to be reimbursed for the costs of shipping the body.

If you were hired and subsequently appointed to either an indeterminate or term position, as long as you have maintained continuous service, your point of recruitment will be deemed to be the your community of residence at the time of initial hire.

#### **Payment of Ultimate Removal Assistance**

- Payment of ultimate removal assistance as a lump sum will be made upon the provision of evidence satisfactory to the Department of Human Resources that you have moved from your community of residence. Such evidence must be submitted to the Department of Human Resources within twenty one (21) months from the date of termination.
- You are responsible for making all moving arrangements and paying for your move.
- You must move from your community of residence within eighteen (18) months from the date of termination. If you do not move from your community of residence within this time or have not submitted satisfactory evidence of your move, you will no longer be entitled to the Removal Assistance.
- Only one entitlement will be paid per family unit.

#### **TERMINATION**

Two weeks notice in writing is required for resignation from the Government. Advance notice is appreciated.

You are encouraged to contact the Human Resource Service Centre in your region at least six months in advance of retirement. This will ensure timely processing of all pension and benefit documents.