



Staff Retention Policy Guidelines

PURPOSE

The Staff Retention Policy Guidelines (Guidelines) are operational guidelines intended to assist the Government of the Northwest Territories (GNWT) when implementing lay-offs or changes to existing positions within the public service, when providing notice to affected employees, and when assisting affected employees following notice.

POLICY BASE

These Guidelines are consistent with and support the implementation of the Staff Retention Policy.

SCOPE

These Guidelines apply to all GNWT public servants except:

- Casual employees;
- Employees who are members of the Northwest Territories Teachers' Association; and
- Employees of the Northwest Territories Power Corporation.

DEFINITIONS

The following terms apply for the purposes of the Staff Retention Policy and Guidelines:

Collective Agreement means the collective agreement between the Union of Northern Workers and the Minister Responsible for the Public Service.

Continuous Service, or Continuous Employment, means uninterrupted employment with the GNWT, and may include:

- prior service with the public service of the Government of Canada if the employee was hired or transferred within three months of joining the territorial public service, except when a function of the Government of Canada is transferred to the GNWT;
- prior service with a municipal corporation of the Northwest Territories if the employee was hired or transferred within three months of joining the territorial public service;
- prior service with the GNWT when the employee is re-appointed after being laid-off, if the lay-off was after April 1, 1970;
- prior service with the GNWT where the employee is not a casual employee, left the GNWT for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months; and



- leave without pay granted for relocation of spouse when the duration of leave is less than three months.

Deputy Head as defined in the *Public Service Act*, means, (a) in relation to a department, the Deputy Minister of that department, and (b) in relation to any other portion of the public service, the chief executive officer of that portion or, if there is no chief executive officer, such person as the Minister may designate as deputy head for the purposes of the Staff Retention Policy.

Education Assistance is a severance package that may be available to affected employees with a minimum of three years of continuous employment at the time they are provided notice.

Full-time student means a former employee who is utilizing Education Assistance who regularly attends a college, university, or other educational institution in a program at a post-secondary school level that is related to positions within the territorial public service and, during the particular semester or semesters that they are receiving Education Assistance, the former employee is taking at least 60% of the usual course load for the program in which they are enrolled.

Hiring Committee means the group of individuals who carry out the hiring process, usually including a human resources representative and the supervisor of the position being filled.

Lay-off means termination of employment due to the position being eliminated, the hours of work being reduced by the employer or the job description of the position changing by more than 50 percent, where the terminated employee is suitable for continued employment with the GNWT. Lay-off does not include termination of employment because of a transfer of the position to another department or agency within the GNWT. Under no circumstances shall the lay-off notice period be less than 21 weeks.

Lay-off employee means an employee who has been notified by their department or agency that they are subject to positional relocation, positional changes or lay-off as a result of organizational changes.

Lay-off notice period – is a 21-week period that begins when an employee receives official written notice and following which the employee is subject to lay-off or position relocation.

Pay – or, salary, means base wages and does not include other allowances or benefits.

Pay in lieu of notice means base wages and other allowances but does not include benefits.

Retraining is when the employer and employee that received notice of lay-off agree on a retraining plan to qualify the employee within 12-months for a vacant position in the territorial public service, and may include on-the-job training, educational courses taken at the job site, or training taken at an educational institution.

Salary – or pay, means base wages and does not include other allowances or benefits.



Separation Assistance is an option available to employees where upon being laid-off the former employee receives severance payment(s) without being entitled to staffing priority status.

Severance Priority is a lump sum payment based on the number of complete years of continuous employment to a maximum of the equivalent of 28 weeks of pay and where the former employee is provided with 18 months of staffing priority.

Staffing Priority List is a record of employees who were given notice of lay-off and who receive staffing priority status for a specified period.

Staffing priority status affords laid-off employees priority over all other potential candidates, including non-laid off affirmative action candidates, in the hiring process for a vacant position. Employees provided with notice of lay-off are given staffing priority status for vacant positions within the territorial public service during the 21-week lay-off notice period.

Supervisor means the person in the position that the employee reports to.

Voluntary Separation means where, due to positional change or position elimination, an employee chooses or requests to sever their employment with the GNWT.

GUIDELINES

The GNWT is committed to retaining employees wherever practicable and will not utilize lay-off or voluntary separation to terminate the employment of an employee for poor performance or misconduct. The GNWT recognizes that organizational restructuring may result in positions being transferred from one community to another, and that incumbents in such positions require adequate notice of this change.

In cases where lay-off is unavoidable and is the only viable option, the GNWT is committed to assisting laid-off employees thoroughly in exploring the options available to them.

The GNWT will not lay-off, transfer, or relocate an employee while on, or within six months of their return from, maternity or parental leave without the consent of the employee, and the union where applicable.

Notice to UNW and Employees

The UNW will be notified at least three (3) months in advance of lay-off notices being issued where the Employer is contemplating a reduction in the workforce of five (5) or more employees. The UNW and Employer will then meet within 30 days to consulting meaningfully on alternatives to workforce reduction.

The employer shall copy the UNW on all written lay-off notices where one or more of the affected employees are UNW members.



Employees shall be given 24-hour advance notice of a meeting at which lay-off notice is to be given to them and advised if they are entitled to have UNW representation at the meeting.

Retention of Employees

When positions are eliminated, deputy heads will ensure that every reasonable effort is made to retain employees on lay-off by placing them in vacant positions in the territorial public service for which they are qualified or for which they can become qualified through Retraining.

Where an employee who has received notice of lay-off is qualified for a vacant position, they will be provided a *reasonable job offer* for that position and may be appointed without competition.

If the employee who has received notice of lay-off accepts the reasonable job offer, the employee can be appointed to the position.

If the employee who has received notice of lay-off does not agree that the offer constitutes a *reasonable job offer*, the employee may be eligible to file an appeal with the Deputy Minister of the Department of Finance.

Reasonable Job Offer

For indeterminate employees, a reasonable job offer means an offer of indeterminate employment with the GNWT, normally at a pay level equal to or greater than the employee's current level and, if practicable, within the employee's community of residence.

For term employees a reasonable job offer means an offer of employment in a term position equivalent in length to the remainder of the employee's current term appointment, normally at a pay level equal to or greater than the employee's current level and, if practicable, within the employee's community of residence.

Relocation

When positions are relocated to another community, employees who do not choose to move with their position are immediately placed on the staffing priority list; every effort is made to continue employment for term employees for the remainder of their term. Employees who chose to move with their position are relocated in accordance with the Collective Agreement or applicable employee's handbook.

Lay-off and Retention Options

Employees who have at least one year of continuous employment when they are provided written notice of lay-off may be eligible for one of the following severance entitlements:

- Separation Assistance;
- Severance Priority;



- Re-training; or
- Education Assistance.

Separation Assistance

An employee who is laid-off may choose Separation Assistance, a severance payment calculation that is available to employees with at least one year of continuous service at the time they are provided with written notice of lay-off status.

Separation Assistance severance is calculated as follows:

- The amount the laid-off employee is paid in two weeks’ pay per year of continuous employment for the first 10 complete years, and
- three weeks of pay for each succeeding complete year of continuous employment, to a maximum of 65 weeks’ pay.

<u>Complete years of Continuous Service</u>	<u>Weeks of Pay at Regular Rate of Pay</u>
1	2
2	4
3	6
10	20
20	50
30+	65

Separation Assistance severance payments can be paid:

- in bi-weekly payments; or
- by lump sum in annual payments.

Bi-weekly Payments

If an employee chooses bi-weekly payments, their continuous service is extended by the time required to pay out severance.

Lump Sum in Annual Payments

Where an employee has chosen the lump sum payment in annual installments, the payments are made as follows:

- An initial payment is made that is not to exceed the employee’s salary pro-rated for the rest of the current fiscal year.
- If there is still a balance owing after the initial payment, a second payment, that is not to exceed one full year’s salary, is made on April 1 of the following fiscal year.



- c. If a balance is still owing, a final payment is made on April 1 of the following fiscal year.

Separation Assistance for a term employee cannot exceed an amount equal to the pay the employee would have received for the remainder of the term.

Separation Assistance replaces any other severance payments.

If the employee returns to territorial public service employment while still receiving bi-weekly Separation Assistance payments, the bi-weekly payments will be replaced by an immediate cash payout for the remaining balance of Separation Assistance.

Severance Priority

Severance Priority provides the laid-off employee with a severance payment as well as providing them with staffing priority status for 18-months from the end of their lay-off notice period.

Severance Priority is calculated as pay of two weeks’ pay for each of the laid-off employee’s first two complete years of continuous employment and one week’s pay for each succeeding complete year of continuous service to a maximum of 28 weeks of pay.

<u>Complete years of Continuous Service</u>	<u>Weeks of Pay at Regular Rate of Pay</u>
1	2
2	4
3	5
10	12
20	22
26+	28

Term Employees

An amount payable as Severance Priority for a laid-off term employee cannot exceed an amount equal to the pay that employee would have received for the remainder of the term.

An employee who chooses Severance Priority will have staffing priority status for 18-months from the last day of the lay-off notice period. Where a laid-off employee accepts an appointment that is not indeterminate, the employee shall continue to be provided staffing priority status for the length of the appointment. At no time shall the length of the staffing priority status be less than 18-months.

Severance Priority replaces all other severance payments.



Education Assistance

Education Assistance provides laid-off employees with 80% of their salary at the time of lay-off for a period of up to 12-months after lay-off to upgrade formal education, provided they are studying on a full-time basis and the coursework is related to positions in the GNWT. In exceptional circumstances, and with deputy head approval, Education Assistance may be granted to a laid-off employee taking as few as three classes.

An employee who is granted Education Assistance terminates employment with the GNWT and is not guaranteed re-employment or entitled to staffing priority status.

Upon termination, the laid-off employee may enroll in a program of study related to positions within the GNWT as a full-time student and provide their former department or agency with proof of acceptance. Education Assistance pays 80% of the laid-off employee's former salary for the duration of their enrollment in the program, not to exceed 12 total months or 80% of 1-year of salary.

Education Assistance may be paid out over a period longer than 12-months to permit the laid-off employee to attend a program of two consecutive semesters, however, the total amount paid cannot exceed 80% of the laid-off employee's salary for 12-months.

Education Assistance may be deferred for a period of up to a year after the notification of lay-off is received by the employee to allow the laid-off employee to gain entrance to an educational institution.

Education Assistance replaces any other severance payments.

Retraining

Retraining is available to employees who have been provided with notice of lay-off, if there is a specific or anticipated vacancy for which no other lay-off employee qualifies and where the lay-off employee may become qualified; and where the Employer and employee agree that the retraining can be complete in twelve (12) consecutive months.

Retraining consists primarily of on-the-job training but may include short-term courses at an educational institution or other forms of training.

If there is more than one employee who has been provided with notice of lay-off who is interested in and who, with training, could qualify for a vacant position, a competition limited to these employees is held in accordance with the staffing priority guidelines.

Upon successful completion of the retraining program, the employee is appointed to the target position at the salary classified for that position.

The following are important considerations for employees subject to lay-off notice and departments considering Retraining:



- Retraining shall take place in the employee’s home community when possible.
- An employee must perform satisfactorily to continue with the retraining plan.
- An employee may participate in only one retraining opportunity per lay-off notice.
- An employee undertaking retraining is paid at their current rate of pay and will receive increments as they become due.
- Retraining costs include, but are not limited to, tuition, travel, and relocation expenses. All costs must be approved prior to the training period.
- Immediate notice must be given to an employee where it is clear that retraining is not successful or will not be successful within the timeframe.

Voluntary Separation

Where, due to position change or position elimination, an employee chooses or requests to sever their employment with the GNWT, they may be eligible to a severance payment.

Voluntary Separation can arise as an option for employees in two situations:

- (a) *Position relocation*: when a department or agency transfers a position to a new community and the employee chooses not to transfer with the position.
- (b) *Position elimination*: when a department or agency eliminates a specific position or positions and there are more employees in those positions than the number of positions being eliminated, those employees may request voluntary separation.

Voluntary Separation provides a severance payment upon termination based on the laid-off employee’s number of complete years of continuous service:

<u>Complete years of Continuous Service</u>	<u>Weeks of Pay at Regular Rate of Pay</u>
1	15
2	16
3-4	17
5-6	18
7-8	19
9-10	22
11-12	25
13-14	28
15+	30

Voluntary Separation severance is provided in the form of an immediate cash payout at the end of the lay-off notice period.

Employees who are subject to position relocation and who chose to not relocate with their positions and are placed on the staffing priority list for the duration of their lay-off notice period.



DISPUTE RESOLUTION PROCESS

Disputes arising from the application of reasonable job offers and priority status to lay-offs in the hiring process shall be determined by appeal to a mutually agreed upon Lay-off Dispute Officer.

The following timelines will apply:

1. Within four (4) days, after the Employee receives notice of a reasonable job offer or notice of lay-off in the manner set out in Section 3 of the Staffing Appeals Regulations, submit an appeal to the Deputy Minister responsible for the *Public Service Act*.
2. The Deputy Minister responsible for the *Public Service Act* will provide the UNW with a copy of the appeal upon receipt if the affected employee is member of the UNW.
3. Within four (4) days, or within such further time as they may determine, the Lay-off Dispute Officer will conduct an appeal hearing.
4. Parties to the appeal include:
 - a) The UNW (where the affected employee is member of the UNW)
 - b) The GNWT
 - c) The Employee
5. Within three (3) days after concluding an appeal hearing, the Lay-off Dispute Officer shall prepare a report of their findings, the decision reached and the reasons for the decision.
6. Without delay, the Lay-off Dispute Officer shall provide all parties with a copy of the report.

The Lay-off Dispute Officer shall:

- (a) dismiss the appeal if the job offer is found to be reasonable or
- (b) uphold the appeal and reinstate the full lay-off notice period where the job offer is found to be unreasonable; or
- (c) dismiss the appeal if the laid off employee was given priority status; or,
- (d) uphold the appeal and direct the Employer to rescind any appointment and reconsider the laid-off employee, taking into account the laid-off employee's priority status if the employee was not given priority status

Findings of the Lay-off Dispute Officer shall be final and binding on all parties.



References

Staff Retention Policy

Collective Agreement with Union of Northern Workers and the Minister Responsible for the Public Service Act,

[Article 32 Severance Pay, Article 33 Layoff and Retention](#)

[MOU – Affected and Layoff Notices](#)