

SECTION 3: EMPLOYEE BENEFITS

3.1 Insured Benefits

Only for the purposes of the insured benefit coverage outlined in this policy, Policy 3.1, “permanent full-time employees” shall include all permanent employees who regularly work a minimum of thirty-five (35) hours per week.

When funding permits, Tikinagan will offer, in accordance with the terms of the insurance policy, all eligible permanent full-time employees, an insured Group Benefit Plan which may include life, accidental death and dismemberment, disability, healthcare, dental, vision and Employee Assistance insurance coverage. Participation in the Group Benefit Plan is mandatory. Tikinagan reserves the right to amend or terminate insured benefit coverage at any time upon the giving of thirty-one (31) days written notice to employees. Tikinagan is under no obligation to provide or to continue to provide any Group Benefit Plan and, may in its sole discretion, amend or eliminate any or all of the insured benefit coverage currently provided and/or require employees to contribute to or pay the insurance premiums for some or all of the insured benefit coverage or change the amount employees are required to contribute to benefit costs.

Eligibility for participation in and coverage pursuant to the Group Benefit Plan will be determined in accordance with the terms of the insurance policies. In the event of inconsistencies between the terms set out in this Manual, the terms of the Group Benefit Policy Handbook and/or the terms of the insurance policies, the terms of the insurance policies prevail.

The Group Benefit Plan will take effect three (3) months from the employee's date of hire.

An outline of the insured benefits offered and information relating to eligibility, limitations on coverage, deadlines within which benefits must be applied for and other important information is contained in the Group Benefit Plan Handbook, a copy of which is provided to employees at the time of hire or upon the publication of a new Handbook. A copy is also available from the Human Resources Department. Each Employee must review this Handbook carefully and can consult the Human Resources Department if further information or clarification is required.

Application forms for enrollment in the Group Benefit Plan or any coverage there under must be completed by eligible permanent full-time employees within the first two (2) weeks of employment and delivered to Tikinagan for submission to the Group Benefit Provider.

The insurer will supply all eligible employees with a benefit card.

Tikinagan currently pays one hundred percent (100%) of the premium costs for insured benefit coverage.

Tikinagan is not the benefits provider, or the insurer, and does not participate in determining if an employee receives benefits or coverage, or guarantee any benefits or coverage in respect of any claim. This determination and responsibility is entirely within the authority of the Group Benefit Plan provider, and any recourse by an employee who's claim is denied is solely to the Group Benefit Plan provider, not Tikinagan.

Healthcare and dental benefit claims are currently cost-shared. When an employee submits a claim, the insurer pays ninety (90%) of the eligible expenses up to the maximum policy limits in accordance with the provisions of the insurance policy and the employee pays the remaining percentage. Employees pay one hundred (100%) of non-eligible expenses. Please refer to the Group Benefit Plan Handbook for specific details on benefits coverage.

When both spouses work for Tikinagan and where there are dependents, one primary policy will be provided with family coverage for healthcare, dental and vision coverage.

Participation in healthcare, dental and vision insurance is mandatory, other than in accordance with the Group Benefit Plan when a spouse has another form of coverage, in which case it is optional. If such coverage is waived at the time employment commences and the coverage under the employee's spouse's plan is later terminated (ie. as a result of divorce or loss of employment or otherwise), the employee must apply for coverage under Tikinagan's Group Plan no later than thirty-one (31) days after termination of coverage under the spouse's plan. After thirty-one (31) days, the employee must provide medical evidence of insurability for the employee and the employee's dependents before they can participate in the Group Benefit Plan and there may be some restrictions on the dental coverage.

When a permanent full-time employee's circumstances change requiring a change in coverage from single to family coverage, or where additional dependents are entitled to coverage (such as following the birth of a child of the employee), the employee must notify Tikinagan immediately as an application for the change in coverage must be made to the insurer within thirty-one (31) days of the change in the employee's circumstances necessitating the change in coverage.

Other Matters

A life insurance conversion option without proof of insurability exists under the life insurance policy and must be exercised within thirty-one (31) days of the termination of life insurance coverage. Employees are hereby notified that if they wish to exercise the conversion option, they must apply to convert their life insurance and pay the first premium within thirty-one (31) days of their group life insurance coverage terminating.

Insured benefit coverage will terminate on the earliest of the following dates:

- when Tikinagan's policy of insurance is terminated or the specific insured benefit coverage is no longer available under the policy;
- when the employee or dependent ceases to be eligible or insurable under the terms of the insurance policy;
- when the employee ceases to satisfy the "actively at work" requirement of the insurance policy and coverage is terminated in accordance with the policy;
- when the employee's employment ends

If an employee requires further information on eligibility for benefits or waivers or the application process for any benefits or waivers, the employee should contact the Human Resources Department.

3.2 Pension Plan

Tikinagan has established a defined contribution Pension Plan which will be continued subject to funding availability.

Eligibility shall be determined in accordance with the provisions of the Pension Plan. Where there is any inconsistency between the terms of this Manual and the provisions of the Pension Plan, the terms of the Pension Plan shall prevail.

All eligible full-time employees are required to participate in and begin making pension plan contributions after one (1) year of continuous service. For Managerial positions, this may occur earlier.

A part-time employee may be eligible to join the Pension Plan following the completion of twenty-four (24) months of continuous employment if additional qualifying conditions are satisfied. Any part-time employee who has completed twenty-four (24) months of continuous employment and who wishes to join the Pension Plan shall advise the Human Resources Manager in writing. Thereafter there will be a review to determine whether the other qualifying conditions have been satisfied by the employee.

Subject to the terms and conditions of the Pension Plan and subject to Tikinagan having available funding, employee's may choose to contribute from three percent (3%) to a maximum of ten percent (10%), and Tikinagan will match up to an eight percent (8%) contribution by the employee. Employees may alter their contributions upon the submission of a written request to the HR Department.

Employees may make additional voluntary contributions to the Pension Plan in accordance with the terms of the Pension Plan in amounts allowed under the *Income Tax Act*. Further information on the Pension Plan is found in the Retirement Plan Member Booklet which can be obtained from the Human Resource office. Any further questions should be directed to the Human Resources Department.

Please see section 1.30 for information related to retirement.

3.3 Holidays and Holiday Pay

Holidays

Statutory Holidays

New Year's Day	Good Friday	Victoria Day
Canada Day	Labour Day	Thanksgiving Day
Christmas Day	Boxing Day	
Family Day (3 rd Monday in February)		

General Holidays

Easter Monday
National Indigenous Day (June 21)
National Truth and Reconciliation Day (September 30)
August Civic Holiday
Remembrance Day
One (1) day on Christmas Eve
One (1) day on New Years Eve

Tikinagan's offices will be closed for all of the above-listed holidays, as well as Christmas Eve and New Year's Eve. If the holiday falls on a Saturday or on Sunday, the following Monday will be observed as the holiday. National Indigenous Day and National Truth and Reconciliation Day will be observed on the calendar day on which they fall except when they falls on the weekend, in which case if they fall on Saturday the holiday will be on Friday and if they falls on Sunday the holiday will be observed on the Monday immediately following the weekend.

For all of the above-listed holidays permanent full-time employees are entitled to:

1. the day off with pay;
2. if they work on statutory holiday, CTO earned at a rate of one and one-half (1.5) CTO hours for each hour worked;
3. if they work on a general holiday, CTO earned at a rate of one (1.0) CTO hour for each hour worked.

For all the above-listed holidays, unless otherwise agreed to by the Employer or provided for in an Employment Contract, permanent part-time, Case Aides, term/contract and casual relief employees are entitled to:

1. public holiday pay calculated in accordance with the *Employment Standards Act, 2000* and Regulation;
2. if they work on statutory holiday, pay at a rate of time and one half for all time worked;
3. if they work on a general holiday, pay at straight time for all time worked

All holidays must be taken on the designated day and cannot be substituted for another day without the written consent of the employee's Supervisor.

If a holiday occurs during the period in which an employee is on vacation, the employee will be entitled to additional time off with pay, which may be by way of addition to the employee's annual vacation, or at a time convenient to both the employer and employee. Holidays are recorded on the time sheets as such unless the employee works on any of these days.

3.4 Vacation

Tikinagan will ensure that every employee receives paid vacation leave in accordance with the chart below.

Employees are required to use vacation leave in the year in which it is earned, unless otherwise authorized in writing. Payment will not be made to employees in lieu of vacation time other than as required by law on resignation, retirement or dismissal, or by mutual agreement.

Permanent Full-Time Employees

Permanent full-time employees earn paid vacation leave when actively employed in accordance with the Table set out below based on months of service since the most recent date of hire.

An employee shall be deemed to be actively employed and earn vacation leave when an employee is:

- on vacation, on holiday or on paid sick leave
- on bereavement leave
- suspended with pay (see Policy 1.22 – Suspension with/without Pay)

An employee is not actively employed and shall not earn paid vacation leave, but will continue to accrue service (months of employment) for the purpose of the Table set out below, when an employee is:

- on unpaid sick leave
- in receipt of long term disability benefits

on pregnancy or parental leave in accordance with the provisions of the *Employment Standards Act, 2000*.

VACATION LEAVE

Duration of employment since the most recent date of hire (service)	Rate of Earning (per month of active employment)	Total Vacation Days Earned Per Year
1-3 yrs (0-36 months)	1.25 days	15 days
4-8 yrs (37-96 months)	1.67 days	20 days
9-13 yrs (97-156 months)	2.083 days	25 days
14 + yrs (157-240 months)	2.5 days	30 days

All permanent full-time employees earn paid Vacation Leave, at the rate indicated above.

It is the responsibility of each Supervisor to ensure that full-time employees take earned vacation time within the fiscal year.

Permanent Part-time and Casual Employees

Permanent part-time and casual employees will be entitled to two (2) weeks of vacation leave after each year of employment and will receive four percent (4%) vacation pay during the first five

(5) years of employment. In their sixth (6th) and subsequent years of employment they will be entitled to three (3) weeks of vacation leave and six percent (6%) vacation pay.. Vacation pay shall be paid on each pay cheque.

Term Contract Employees

Term Contract Employees will be paid four percent (4%) vacation pay on each pay cheque unless otherwise stated in the contract letter.

Scheduling of Vacation for all Employees

Other than when vacation requests are approved, where an employee is entitled to annual vacation leave, an employee will take the vacation leave at the discretion of the employer and the employer will give the employee at least two (2) weeks' notice of when the vacation leave will commence and it shall be taken in a (2) two week period or two (2) one (1) week periods.

Employees will be able to schedule vacation days starting April 1st of each new fiscal year. Conflicts in vacation schedules and coverage will be resolved on the basis of seniority.

Vacation days should be booked and approved two (2) weeks in advance to ensure that adequate coverage is available. Employees are required to complete an Application for Leave Authorization Form. It is the responsibility of the Supervisor to verify or monitor that the employee has sufficient vacation days available to them before approval is granted.

Any employee in a Supervisory position may be allowed to take a maximum of three (3) weeks' vacation at any one time. Any request for a vacation longer than three (3) weeks will be reviewed on an individual basis. All Supervisors must appoint a designate in accordance with Policy 1.20 (Delegation of Authority) to act on their behalf while on vacation.

Carry Forward and Payout of Earned Vacation

Every employee will be required take their vacation leave in the year that it is earned (April 1 – March 31). Employees may receive a vacation payout for any earned and unused vacation entitlement in excess of the maximum vacation entitlement, subject to availability of funding and upon agreement of the employee.

3.5 Culture and Wellness Leave

Tikinagan recognizes and values the cultural diversity of its workforce and encourages employees to engage in cultural activities and strive for wellness.

Upon hiring, permanent full-time employees of Tikinagan are eligible for five (5) Culture and Wellness days per year with pay. Employees are required to use their Culture and Wellness leave in the year in which it is granted and cannot be carried forward.

Culture and Wellness days will be renewed annually on the employee's seniority date. Payment will not be made to employees in lieu of Culture and Wellness leave. Any employee, who, for any reason, resigns, retires, or is dismissed, is not entitled to payment for Culture and Wellness leave.

Procedure for Scheduling of Culture and Wellness Leave

Employees requesting to schedule Culture and Wellness leave shall submit an Application for Leave Authorization Form to their Supervisor. Requests should be made at least two (2) weeks in advance to ensure there is adequate coverage. Conflicts in Culture and Wellness leave requests will be resolved on the basis of seniority.

3.6 Leave of Absence Without Pay

Tikinagan will consider requests for a short-term leave of absence without pay for a period of up to ten (10) working days from an employee who has been employed by Tikinagan for a minimum of three (3) months.

Tikinagan will consider requests for a long-term leave of absence without pay for a period of greater than ten (10) working days but not to exceed more than two (2) years from an employee who has been employed by Tikinagan for a minimum of two (2) years.

A leave of absence without pay may be considered for the following exceptional circumstances:

- emergency family situations (e.g. a death or illness);
- other extenuating circumstances (to be reviewed on a case-by-case basis);
- education leave; or
- running for public office, such as town council or Band elections

When an employee requests a leave of absence without pay in determining whether to grant the leave, consideration will be given to:

- the reason for the leave;
- effect on service delivery;
- if a replacement is necessary/available; and
- the employee's commitment to return to work.

A request for a leave of absence without pay to pursue other employment is not permitted.

If an employee uses the leave for reasons other than those for which the leave was granted the employee will be subject to disciplinary measures up to and including dismissal.

Procedure when Requesting and Returning from Leave of Absence without Pay

Employees requesting a short-term [ten (10) working days or less] or long-term leave of absence [greater than ten (10) working days] without pay shall submit an Application for Leave Authorization Form to the Manager. The Application for Leave Authorization must be signed by the immediate Supervisor and Manager prior to submitting the request. An explanation for the leave must be attached to the Application. Requests should be made at least ten (10) working days in advance whenever possible. Emergency situations or other extenuating circumstances which do not allow a request to be made in advance will be considered on a case-by-case basis.

A Director will provide a response to a request for a leave of absence without pay as soon as possible followed by a written letter to the employee's personnel file.

Short-Term Leave of Absence

Seniority will not be affected by a short-term leave of absence without pay. Insured benefit coverage will be continued during a short-term leave of absence to the extent permitted by the insurer and subject to the limitations and the terms and conditions of the insurance policies. An employee will be returned to the same position following a return from a short-term leave of absence without pay.

Long-Term Leave of Absence

Seniority and benefits (paid or unpaid sick leave, vacation time, pension contributions or other

employment benefits) do not accrue during a long-term leave of absence without pay. Some insured benefit coverage may be available during a portion of a long-term leave of absence without pay, in accordance with the terms and conditions of the insurance policies and upon receipt of payment in advance of all premium costs from the employee.

At the end of a long-term leave of absence without pay, upon returning to work, the employee will be re-instated to their former position or a comparable position, with the seniority they would have had if the leave had not been taken.

The employee will provide Tikinagan with a minimum of two (2) weeks' notice prior to returning to work from a long-term leave of absence without pay. For employees returning from a leave of six (6) months or longer the required notice is four (4) weeks. A notice in writing must be forwarded to the Human Resources Department.

Procedure

Employees shall complete an Application for Leave Authorization Form and submit it to the immediate Supervisor who shall in turn submit it to Senior Management for approval.

- Approval of the is required for a short term leaves of absence not exceeding ten (10) working days.
- Approval of the Director is required for long-term leaves of absence exceeding ten (10) working days.

3.7 Sick Leave

Sick Leave

An employee who is ill or injured may request sick leave and utilize accrued paid sick leave days, vacation days and CTO (compensating time off) if available.

If an employee is unable to return to work, and does not have paid sick leave days available (see below), if eligible, the employee may be entitled to disability benefits from the Service Canada Employment Insurance program [up to twenty-six (26) weeks], or long-term disability payments after the one hundred and twelve (112) calendar day waiting period as set out by the Group Benefit Provider, or in the case of permanent disability, benefits under the Canada Pension Plan. It is the employee's responsibility to apply for these benefits as applicable, and Tikinagan has no role in the decision making process.

Paid Sick Leave Days

Permanent full-time employees earn ten (10) paid sick days per year at a rate of 0.83 of a day for each month in which they are actively at work for at least twelve (12) work days.

Paid sick leave accumulates during active employment only, and may accumulate up to eighty (80) sick days. Any employee, who, for any reason, resigns, retires or is dismissed, is not entitled to payment for any accumulated paid sick leave.

Tikinagan will continue to pay the same share of contributions for pension and benefit coverage while the employee is absent and on paid sick leave.

Part-time, Term/Contract, On-Call and Casual Relief employees do not earn paid sick leave.

Eligible employees may be entitled to wage replacement in accordance with Policy 3.7 (Long-Term Absences Due to Illness or Injury) when absent from work due to a work-related illness or injury.

Reporting and Verifying Absences

Illness resulting in the absence of an employee from work must be reported to the employee's Supervisor at the earliest opportunity. Failure to inform their Supervisor may result in discipline.

Tikinagan may request a medical certificate or Functional Abilities Form verify any absence for which sick leave (paid or unpaid) is claimed, regardless of the length of the absence.

Further, for any absence greater than ten (10) consecutive days, Tikinagan will normally require the completion of a Functional Abilities Form by a licensed medical practitioner, to determine the employee's prognosis for returning to their full duties and hours of work, and their ability to return earlier to modified duties or hours of work. Also, in these circumstances a medical certificate confirming an employee's fitness to return to work will also be required prior to allowing an employee to return to work.

When an employee is deemed medically unfit to work for an undetermined length of time, a medical certificate confirming their ability to return to work will generally be required.

Whenever Tikinagan requests an employee provide a medical certificate and/or Functional Abilities Form, the employee is expected to provide one within fifteen (15) days of the request unless extenuating circumstances exist.

Tikinagan may reimburse employees for any medical fees associated with providing required medical information.

Use of Accumulated Paid Sick Leave and/or CTO

When an employee has medical, dental, counseling, vision care or any other health-related appointments during scheduled hours of work, the employee is required to use paid sick leave, or flex their time with the approval of their Supervisor. In the event that the employee has exhausted earned paid sick leave time, the employee may use CTO (compensating time off), pre-approved vacation leave, or unpaid sick leave. For all medical appointments, the employee must complete an Application for Leave Authorization Form, have it approved by their Supervisor, and then attach it to the time sheet for submission during the appropriate pay period.

If illness occurs during an employee's vacation, the employee may use paid sick leave time by providing a medical certificate to their Supervisor. Vacation days will be re-scheduled as agreed upon with the employee's immediate Supervisor.

3.8 Long-Term Absences Due to Illness or Injury

Tikinagan provides eligible full-time employees who are absent from work for periods greater than one hundred and twelve (112) calendar days due to an injury or illness with access to long term disability coverage as part of the Group Benefits Plan, if they qualify as determined by the Group Benefits Plan provider.

Employees will be permitted to use compensating time off (CTO), earned vacation time and earned sick time, if any, to top up any wage replacement payments received upon proof of illness or injury satisfactory to Tikinagan.

3.9 Bereavement Leave

All employees will be granted paid bereavement leave on any of the employee's normal working days that occur during the three (3) days immediately following the death of an *immediate* family member (see definition below). Where the employee has completed three (3) consecutive months of employment the employee shall receive the bereavement leave with pay.

In the event that a death occurs during the employee's vacation, the employee will be able to use bereavement leave instead of vacation time and may request an extension of the length of the scheduled vacation to include the bereavement leave.

Only permanent full-time employees who have been continuously employed for three (3) consecutive months when the bereavement leave begins, are entitled to the following enhanced bereavement leave with pay, during which leave the employee will receive their regular rate of pay:

1. In the event of the death of a member of the employee's immediate family, bereavement leave for up to five (5) consecutive work days, rather than three (3) days
2. In the event of the death of an aunt or uncle, bereavement leave for one (1) day.
3. In the event of the death of a member of the employee's spouse's immediate family, not listed in the definition below, bereavement leave for up to three (3) consecutive work days. The leave must include the date of the funeral and/or service.

Definition - Immediate Family Member

- spouse (includes both married and unmarried couples, of the same or opposite genders)
- parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse
- spouse of the employee's child
- brother or sister of the employee
- relative of the employee who is dependent on the employee for care or assistance

Procedure when Requesting Bereavement Leave

An employee is responsible for notifying their Supervisor as soon as possible when a death occurs in the employee's family. If the employee is unable to speak directly with their Supervisor, the employee can notify a Manager/Director or leave a message on their Supervisor's voice mail.

The employee must submit an Application for Leave Authorization Form to their Supervisor for approval. Bereavement leave must be recorded on the employee's time sheet as such. In the event the employee is unable to submit the Application for Leave Authorization Form at the time of the absence, the employee shall submit the form on the return to work. The employee is expected to describe the connection of kinship with the deceased in order to qualify for bereavement leave as per definition of Immediate Family Members contained in this Policy. In the event the employee does not qualify for Bereavement Leave, vacation, CTO and/or Leave Without pay may be used.

Travel expenses to attend funerals will not be covered by Tikinagan.

3.10 Other Leaves

Tikinagan will grant any leave of absence required by the *Employment Standards Act, 2000* including leaves of absence for Family Medical Leave, Organ Donor Leave, Personal Emergency Leave, Reservist Leave, Education Leave and any other statutory leave.

All such leaves of absence will be granted and followed in accordance with the provisions the *Employment Standards Act, 2000*, including as it may be amended.

3.11 Pregnancy Leave

Tikinagan will grant pregnant employees pregnancy leave, without pay, after completing thirteen (13) weeks of employment with the Agency in accordance with its legislated obligation to do so under the *Employment Standards Act, 2000* as amended from time to time (“ESA”).

The details set out herein are for the general information of employees. It is not the intent of Tikinagan to provide any benefit beyond the legislated entitlement. To the extent that any of the provisions herein may be interpreted to grant a greater benefit, conflict with or to be inconsistent with the legislated obligations, the legislated obligations will prevail.

Entitlement

A pregnant employee, who has completed thirteen (13) weeks service, is entitled to take unpaid pregnancy leave of up to seventeen (17) weeks. Pregnancy leave may begin at any time within the period that begins seventeen (17) weeks before the expected date of delivery and the actual delivery date.

A new mother may apply for employment insurance benefits during pregnancy leave, subject to the required waiting period. The rules governing the right to take time off work for pregnancy leave under the ESA are different from the rules regarding the payment of maternity benefits under the federal *Employment Insurance Act* (“EI”). It is extremely important that employees obtain information about their rights to EI benefits if they are considering taking a pregnancy leave.

Notification

An employee must submit an Application for Leave Authorization Form to her Supervisor for signing at least two (2) weeks prior to the start date of her intended pregnancy leave. The Application for Leave Authorization Form will also include the expected date of return to work. The request for pregnancy leave must be accompanied by a medical certificate confirming she is pregnant with the expected due date.

An employee giving notification for pregnancy leave will use all accumulated compensating time off (CTO). Outstanding compensating time off (CTO) must be taken or paid out prior to the commencement of the pregnancy leave. Vacation time can be added to the length of the pregnancy leave at either the beginning or end.

If an employee wants to return to work earlier than the original expected date of return, she will give Tikinagan a minimum of four (4) weeks’ notice. An employee’s position will be held for seventeen (17) weeks, as per legislation, from the 1st day absent for Pregnancy Leave.

Sick time and vacation time will not accrue when an employee is on pregnancy leave.

Pregnancy Related Re-Assignment and Job Modification

An employee who is pregnant may request, in writing, that her Supervisor modify or re-assign her to another job, if continuing any of her job functions pose a risk to her health or that of her fetus. This request must be accompanied by a medical certificate indicating how long the risk is likely to last and what activities or conditions should be avoided in order to eliminate the risk.

Effect on Benefits and Seniority

Group insurance benefits coverage will be maintained throughout the pregnancy leave. The employee may continue contributing to the pension plan as long as the employee continues to

pay her share of contributions. An employee continues to accrue seniority during her leave.

Tikinagan cannot dismiss, suspend, demote or discipline an employee because she is pregnant or because she intends to apply for pregnancy-related assignment, or intends to request a modification of her job function.

An employee will be advised in writing if they are to be terminated, due to re-organization during her pregnancy leave period.

Similarly, during pregnancy leave, if the wages and benefits of a group of employees are changed as part of a re-organization plan or if the group's employment is eliminated due to re-organization, an employee who is part of that group will be treated as if she had been at work during the re-organization.

In either situation Tikinagan will inform the employee, in writing, of the re-organization as soon as possible.

Returning from Pregnancy Leave

Upon return from pregnancy leave the employee will be re-instated to her former position or be given a comparable position in the same location with the same wages and benefits.

Opportunities for Training and Promotion

Upon written request of the employee, Tikinagan must inform the employee who is on pregnancy leave, of opportunities for training or promotion that arise during her leave.

Tikinagan cannot take pregnancy into account in any decision to promote or train an employee.

3.12 Parental Leave

Tikinagan will grant parental leave without pay to employees who have completed thirteen (13) weeks of service with the Agency in accordance with its legislated obligation to do so under the *Employment Standards Act, 2000* as amended from time to time (“ESA”).

The details set out herein are for the general information of employees. It is not the intent of Tikinagan to provide any benefit beyond the legislated entitlement. To the extent that any of the provisions herein may be interpreted to grant a greater benefit, conflict with or to be inconsistent with the legislated obligations, the legislated obligations prevail.

Entitlement

A birth mother who takes pregnancy leave must ordinarily begin her parental leave as soon as her pregnancy leave ends. For exceptions, the ESA standards will apply.

All other parents must begin their parental leave no later than seventy-eight (78) weeks after the date their baby is born or the date their child first came into their care, custody and control. The parental leave does not have to be completed within this seventy-eight (78) week period. It just has to be started and must be taken all at one time.

The parents may apply for employment insurance benefits during parental leave. There may be a waiting period of two (2) weeks. If both parents share the parental leave and apply for employment insurance benefits only one two (2) week waiting period applies.

The rules governing the right to take time off work for parental leave under the ESA are different from the rules regarding the payment of parental benefits under the federal *Employment Insurance Act* (“EI”). It is extremely important that employees obtain information about their rights to EI benefits if they are considering taking a parental leave under the ESA.

Top Up Pay

Tikinagan will top up the EI benefits an employee receives for maternity/pregnancy leave, or parental leave, to an amount equal to eighty percent (80%) of their normal wage, for no more than twenty-six (26) weeks.

Procedure

An employee must submit an Application for Leave Authorization Form to their Supervisor for approval at least two (2) weeks prior to the start date of the intended parental leave, unless the child comes into the employee’s custody, care and control earlier than expected. The Application for Leave Authorization Form will also include the expected date of return to work.

If an employee wants to return to work earlier than the original expected date of return, the employee must give Tikinagan a minimum of four (4) weeks’ notice. An Employee’s position will be held for sixty-one (61) or sixty-three (63) weeks as per legislation.

Effect on Benefits and Seniority

Group insurance benefits coverage will be maintained throughout a parental leave. The employee may continue contributing to the pension plan as long as the employee continues to pay their share of pension contributions. An employee will continue to accrue seniority during the leave.

If, during parental leave, the wages and benefits of a group of employees are changed as part of a re-organization plan, an employee who is re-instated in that group will receive the same wages and benefits as if the employee had been at work during the re-organization.

Tikinagan will inform the employee, in writing, of the re-organization as soon as possible.

Tikinagan cannot dismiss, suspend, lay off, demote or discipline an employee because that person intends to take or is on parental leave.

Returning from Parental Leave

Upon return from parental leave the employee will be re-instated to their former position or be given a comparable position in the same location with the same wages and benefits.

Opportunities for Training and Promotion

On the written request of the employee, Tikinagan will inform the employee who is on parental leave, of opportunities for training or promotion that arise during their leave.

3.13 Training and Education Assistance

Employees who wish to pursue educational opportunities to enhance their job performance capabilities within the Agency may request support from Tikinagan. These requests will be considered on a case by case basis. Education assistance is designed for Tikinagan employees that are expected to return to work for a period of time that shall justify the expense and enhance the services of the Agency.

Eligibility Requirements

Employee

- Education assistance may be available to permanent full-time employees.
- Employees requesting financial Education Assistance must provide supporting documentation to verify that all other outside funding opportunities (First Nation, NNEC, OSAP, etc.) have been exhausted, prior to approval.
- Employees that receive financial Education Assistance must consent to working for Tikinagan for a minimum time period (as outlined under Process, Procedures and Requirements below) following completion of the program of study. If an employee voluntarily leaves their employment with Tikinagan prior to their required time commitment, all expenses will be deducted from their final payment of compensation, immediate reimbursement, or, as conditions may warrant, through legal action.
- All requests for education assistance require pre-approval from Senior Management.
- Consideration will include:
 - Length of Employment
 - Current and past work performance/attendance
 - Needs of the Agency/unit

Education

- Courses, certifications or licenses must relate to the requirements of Agency positions.
- Courses, certifications or licenses must provide new knowledge or skills that shall increase job performance.
- Submission of grades: a C or better is required to continue eligibility.

Assistance

- Education/Professional Development assistance may include the cost of tuition, and related expenses.
- Online course assistance may include the cost of tuition and related expenses.
- All approved tuition and book expenses will be paid directly to the program institution. Accommodation expenses will be paid directly to the provider upon submission of an invoice, or reimbursed to the employee upon submission of receipt of payment. Fuel costs will be reimbursed to the employee upon submission of gas receipts. Mileage will not be paid.

Process, Procedures and Requirements

- Employees requesting education/professional development assistance must complete an Education Assistance Request Form and submit to the department a minimum of

- sixty (60) days prior to the program registration date. The Training Department will submit the request to Senior Management for consideration.
- Tikinagan will consider paying the employee's regular wages for the period of time they are attending classes during normal working hours, up to seven (7) hours per day. The employee shall not incur any overtime while in the program.
 - Employees will not be paid any wages for any hours they are absent from the program.
 - Employees must consent to attendance monitoring on behalf of the program, where available. Time sheets must be submitted within the payroll deadlines in order to be paid and must indicate the dates they are in attendance.
 - Employees approved for the following amounts of education/professional development expenses may be asked to make a two (2) year employment commitment.
 - Failure to fulfill the commitment may result in the repayment of any and all education/professional development expenses paid by Tikinagan (not including wages), prorated to reduce the repayment to reflect the portion of the employment commitment that was worked by the employee.
 - Maintaining a minimum grade of "C", as well as successful completion of the course, certification or license, shall be required to maintain eligibility.
 - Tikinagan reserves the right to require the submission of supporting documents relating grades, and the successful completion of said course, certification or license.

3.14 Jury Duty Leave

Jury Duty Leave

Tikinagan will grant a leave of absence with pay to any employee summoned for jury service.

Jury service includes when the employee is required:

1. to attend for jury selection; and/or
2. to serve on a jury.

Procedure When Applying for Jury Duty Leave

An employee requesting a leave of absence for Jury Duty Leave will be paid at their regular rate of pay, not including any expenses, holiday, or overtime pay. An employee must submit an Application for Leave Authorization Form that has been approved by their Supervisor. Where applicable, the employee shall also provide a photocopy of the jury request, subpoena or summons.

3.15 Employee Assistance

Tikinagan recognizes that personal problems can seriously affect an individual's health and functioning and may adversely affect job performance. Tikinagan will attempt to help employees deal effectively with extraordinary circumstances.

Employees who want to access the Employee Assistance Program should contact the Group Benefit Provider, or the HR Department for contact information. EAP provides confidential counselling, consultations, community referrals, multimedia resources and online access to hundreds of articles, self-assessments, blogs, podcasts, calculators and more. Services are available twenty-four (24) hours a day, seven (7) days a week, and are provided at no additional cost to you and your dependents as defined by your benefit plan.

Life	Health	Family	Work	Money
Retirement	Mental Health	Parenting	Time Management	Saving
Midlife	Addictions	Couples	Career Development	Investing
Student Life	Fitness	Child Care	Work Relationships	Budgeting
Legal	Managing Stress	Older Relatives	Managing People	Managing Debt
Relationships	Nutrition	Adoption	Work Stress	Home Buying
Disabilities	Sleep	Death/Loss	Shift Work	Renting
Crisis	Smoking Cessation	Separation/Divorce	Coping with Change	Estate Planning
Personal Issues	Alternative Health	Education	Communication	Will Kit

Employee Assistance may include referrals to traditional healing programs or activities, counselling or other service providers. Please contact the Director of Finance and Administration with this request. Complete confidentiality will be maintained and all requests will be reviewed on a case by case basis.

Tikinagan is not responsible for paying travel expenses when an employee is accessing Employee Assistance. Employees may be allowed to use accumulated sick time in order to attend sessions.

3.16 Years of Service

It is the policy of Tikinagan to recognize employees who achieve milestones of service.

An employee is entitled to special recognition at five (5) year intervals.

- Year 5 - Employees will be entitled to a plaque and gift.
- Year 10 - Employees will be entitled to a plaque and gift.
- Year 15 - Employees will be entitled to a plaque, gift, and a cheque for \$1,500.00
- Year 20 - Employees will be entitled to a plaque, gift, and a cheque for \$2,000.00
- Year 25 - Employees will be entitled to a plaque, gift, and a cheque for \$2,500.00
- Year 30 - Employees will be entitled to a plaque, gift, and a cheque for \$3,000.00
- Year 35 - Employees will be entitled to a plaque, gift, and a cheque for \$3,500.00
- Year 40 - Employees will be entitled to a plaque, gift, and a cheque for \$4,000.00
- Year 45 - Employee will be entitled to a plaque, gift, and a cheque for \$4,500.00

Monetary gifts will be processed through payroll; therefore, it will be subject to all statutory deductions.

The Human Resources Department will track years of service and ensure the gifts and cheques are requested as required.