



Section “M”

GOVERNMENT OF YUKON

**CONDITIONS OF EMPLOYMENT
For Excluded Groups:
Managers, Legal Officers,
and Deputy Ministers**

Effective Date: August 9, 2006

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1. GENERAL

a) Authority

Section M is issued by the Public Service Commissioner with the approval of Management Board.

b) Purpose

This plan governs the terms and conditions of employment for the following excluded groups: the deputy minister (DM), managerial (MG), and legal officer (LE) groups. Collectively, these groups are known as ‘managers’. This plan is to be read in harmony with policies of general application to the public service.

c) Policies

There are a number of policies which managers should be aware of which relate to their terms and conditions of employment or the manner in which they are expected to carry out their responsibilities. These policies can be found in the General Administration Manual, Volume 3. The policies are not reproduced or summarized in Section M, however, if there are additional provisions which apply only to the management group these will be included in Section M.

Policies which managers should pay particular attention to include, but are not limited to:

- **Conflict of Interest**, Policy 3.39, Volume 3, General Administration Manual
 - *For general conflict of interest situations, see Policy 3.39, Conflict of Interest, Volume III, General Administration Manual.*
 - *For bidding on contracts with the Government of Yukon, see Public Service Act, section 193ff. See also Public Service Act regulations (section 7) O.I.C. 1987/075 and (section 1) O.I.C. 1986/149.*
 - *For restrictions on employing Government of Yukon employees in the 6 month post-employment period, see Policy 1.14, Directive on Post-Employment Restrictions, Volume I, General Administration Manual.*
 - *For conflicts arising out of a manager’s outside employment, see Policy 3.4, Outside Employment Activities, Volume III, General Administration Manual.*
 - *For conflicts of interest when a manager is engaging in political activity, see Public Service Act, s.167ff.*

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- *For conflicts arising in the receipt of gifts, see Policy 1.6, Gift Policy, Volume III, General Administration Manual.*
 - *For conflicts arising in the recruitment process, see Chapter 10, Staffing Manual, Public Service Commission.*
 - *For conflicts arising in the supervision of family members, see Policy 3.5, Recruitment and Orientation Policy, Volume III, General Administration Manual.*
 - *For conflicts arising when publicly expressing work-related opinions, see Policy 1.4, Speaking and Writing for Publication, Volume 1, General Administration Manual.*
 - *For Deputy Minister disclosure requirements, see Part 13, Conflict of Interest, Public Service Act, section 212ff.*
 - *For indemnification of Deputy Ministers during a Conflict of Interest Inquiry, see Policy 3.57, Indemnification for Deputy Ministers, Conflict of Interest Inquiries, Volume III, General Administration Manual.*
- **Removal Expenses, Interview & Relocation Expense, Management Board Directive #15/84**
 - **Underfill Policy, Policy 3.43, Volume 3, General Administration Manual**
 - **Workplace Harassment Prevention, Policy 3.47, Volume 3, General Administration Manual**

Where Section M contradicts any policy or directive, the definitive authority in each case is Section M. In the event of a conflict between Section M and an insured benefit, or other registered policy, the insured benefit or other registered policy shall apply. In the event of a conflict between Section M and an agreement governing the devolution of federal employees to the Government of Yukon, the devolution agreement shall apply.

d) Review and Amendment

Section M will be reviewed at minimum every three years, with recommendations made to the Public Service Commission, and any amendments recorded in bold herein. The next review of Section M shall commence no later than April 1, 2008.

2. DEFINITIONS

Except as otherwise provided in this plan, expressions used herein and defined in the Public Service Act and Regulations shall have the same meaning as given to them there:

“acting position/acting assignment” – means a situation in which a manager is authorized to temporarily perform a significant portion of the duties of a position other than the one to which s/he is appointed.

“advance” – when used in the context of leave, means leave provided to a manager generally at the beginning of the year that must subsequently be earned through service with the employer during that year. If the manager uses more advanced leave than s/he earns for the period, the leave used but unearned shall be recovered from any money owing to the manager at the time of termination.

“anniversary date” – means the first day of the month of appointment if appointed prior to the 16th day of the month. If appointed on or after the 16th day of the month then the anniversary date is the first day of the next month. Notwithstanding this definition of anniversary date, the date for implementing any performance pay for all managers is October 1.

“appointed/appointment” – means an appointment to a position as in the Public Service Act.

“bargaining unit” – means, for the purposes of this plan, bargaining unit members as well as confidential exclusions as defined in the Public Service Staff Relations Act.

“continuous service” – means, unless specified otherwise:

- a) the period of uninterrupted service from the first day appointed as an employee in the public service;
- b) the service of a lay-off rehired within a period of one (1) year; prior continuous service of an employee appointed under the Education Act, provided there is no interruption in service before becoming a manager but does not include service as a substitute; and,
- c) may include continuous federal service in accordance with the relevant transfer agreement where the manager’s position or function was/is transferred from the Public Service of Canada to the Government of Yukon as a result of the devolution of a federal program to the Government of Yukon.

(See also Vacation Leave Entitlement, Maternity/Paternity/Adoption Leave, Parental Leave, Sick Leave and Severance Entitlements sections.)

“day” – means a calendar day unless specified otherwise.

“day of rest” – means a day other than a holiday on which the manager is not ordinarily required to perform the duties of his/her position other than by reason of his/her being on leave of absence.

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“death” – means the date upon which the manager is certified deceased which shall be ascertained by the Public Administrator and used in all transactions as the effective date of termination of employment.

“Deputy Minister” – means those individuals defined as “Deputy Heads” in the Public Service Act and Regulations.

“employer” – means the Government of Yukon.

“excluded groups” – means those employees appointed to the Deputy Minister (DM), Management (MG), or Legal (LE) groups.

“headquarters/headquarters area” – means the same as in the employer’s policy on government travel.

“manager” – means an employee appointed under the Public Service Act to a position in Government of Yukon in the Management (MG) and Legal Officer (LE) occupational groups, and, in accordance with the section on Deputy Ministers, includes Deputy Ministers (DM).

“management” – means belonging to the group of managers.

“pre-retirement leave” – means the period of time immediately before retirement where the manager converts earned but unused sick leave to a leave with pay.

“retiring leave” – means the period of time during which the manager uses vacation and other appropriate leaves in order to bridge to retirement.

“salary/annual salary/weekly salary/bi-weekly salary/daily amount – means the amount of money a manager is paid within the salary range established for the classification to which the manager is appointed or acting as the case may be, excluding cash outs and pay outs, entertainment allowances, benefits, and other monetary and non-monetary compensation; annual salary is the yearly amount of money the manager is paid within the range; weekly salary is the annual amount divided by 52.176; bi-weekly salary is the annual amount divided by 26.088; daily amount is the bi-weekly salary divided by 10.

“spouse” – means:

- a) a lawful husband or wife; or,
- b) a person living in a common-law relationship with the manager.

A common-law relationship will exist when, for a continuous period of at least one (1) year, a manager has lived with a person in a relationship of some permanence as a couple, lives and intends to live with that person as a couple, and signs a Statutory Declaration to this effect.

Section M – Part 2 - Definitions

“substantive position” – means the position to which an employee is appointed under the Public Service Act.

“supervisor” – means the manager’s manager unless indicated otherwise by the Deputy Minister, and, in the case of a Deputy Minister, supervisor means the responsible Minister.

“travel status” – means the same as in the employer’s policy on government travel.

“underfill” – means an appointment made pursuant to the employer’s policy on underfill, and provides for the appointment of persons who are not fully qualified at an annual salary below the minimum annual salary for the position.

“year”- means the fiscal year, i.e. April 1 to March 31 unless specified otherwise.

3. MANAGEMENT COMPENSATION PHILOSOPHY

a) Purpose

This Total Compensation Philosophy statement is to detail the Yukon government's goals and principles for management compensation. This philosophy statement is a map or a guide for the evolving compensation system and for making effective compensation decisions that recognize employees for business and service results on behalf of our citizens.

The management total compensation philosophy is distinct and separate from that which applies to the unionized staff of the Yukon government.

The Government of Yukon intends to maintain a management compensation program that will help it attract and retain the managerial and leadership talent needed to grow and further the strategic interests and needs of the Yukon public service. The compensation program will be sufficiently attractive to provide talented employees with good reason to remain with the Yukon government and continue in their efforts to enhance service to the citizens of the Yukon.

Finally, the management compensation program will be designed to motivate, engage and recognize employees who achieve targeted results. Compensation for employees will be commensurate with their success in achieving Yukon government, department and individual goals and objectives.

b) Guiding Principles

The Yukon government will be guided by seven principles in the design, review and administration of management compensation programs.

- i) Performance based: we will focus on specific, value improving performance objectives.*
- ii) Objective: wherever possible, we will use quantitative measures to measure achievement.*
- iii) Complete: the programs will be designed to meet the needs and requirements of both the Yukon Government and employees, and will be consistent with competitive practice.*
- iv) Competitive: we will regularly monitor the external market to ensure that Yukon Government employees have pay opportunities consistent with our desired competitive practice.*
- v) Flexible: the employee compensation program will be revised as business conditions and employee needs change. We will continue programs that are effective, and modify or eliminate those that are ineffective or lose effectiveness over time.*
- vi) Appealing to employees: we will strive to design and deliver compensation programs that take into account employees' personal and career goals and objectives.*

Section M – Part 3 – Management Compensation Philosophy

- vii) *Clear and understandable: the employee compensation program will be designed and managed in a way that achieves on-going clarity and understanding for employees and our citizens.*

Our total management compensation package includes pay and benefits as well as non-monetary components.

c) Pay

Total cash compensation is first and foremost performance-based and is driven by the Yukon government's and the individual management employee's achievements on behalf of our citizens. Thus, management compensation at the Yukon government cannot be assumed; rather, it is to be earned in a manner that will further the interests of the public service working on behalf of Yukon citizens.

Our fundamental management compensation strategy is to differentiate between levels of performance and to recognize consistent levels of superior performance in the attainment of both short and long-term objectives.

When reviewing base salary it is important to keep in mind that job value is based on a continuum, anchored at one end by the external market and at the other end, by appropriate internal relativity (job evaluation). The Yukon government will review this continuum and decide the appropriate placement for each management position.

It is not the intent of the Yukon government to externally measure every position to the external market. We will select benchmarks that represent the diversity of hierarchy within the organization. Positions that are not benchmarked will be aligned through the internal job evaluation process.

In defining our external marketplace, the Yukon government will remain sensitive to the federal government, the western provincial/territorial governments, other selected governments as required, the private sector when necessary and our geographic-specific area where we attract and lose talent. In defining our internal relativity, the Yukon government will use a proven job evaluation methodology for management. The results of the external marketplace and internal position evaluation will be integrated to produce and ensure appropriate salary ranges for the Yukon government. We will review and monitor both external and internal processes on an on-going basis.

The goal of the management total cash compensation program is to target our programs at the median of our defined external marketplace. We will review this target level to ensure that it remains valid and competitive. This target level may be adjusted as business and market conditions change.

d) Benefits

Our benefit strategy is to provide competitive, cost effective benefits that will help to attract and retain employees. Our benefits package includes an extensive, flexible group insurance package, a defined benefit pension plan, an exemplary paid and unpaid leave benefits package and a variety of allowances.

e) Non-Monetary Components

The Yukon government takes a broad philosophical approach to total management compensation; an approach that includes both monetary and non-monetary components. There are a number of non-monetary components which are an integral part of the total compensation package and which reflect the vision, values and strategies of the organization. The Yukon government is committed to providing management employees with a robust work environment which includes:

Leadership: *leaders who strive to be strategic thinkers who are innovative in meeting public and public service needs, and who focus on developing their employees and make it possible for their employees to establish a work-life balance*

Culture: *an organization that is transparent, professional, and ethical; delegated decision-making and flexibility for managers; an environment which encourages innovation and accepts that there are risks associated with being innovative; reasonable workloads and acknowledgement of the need for work/life balance; a learning organization; an organization where people want to work and take pride in being members of the public service*

Flexible Work Arrangements: *acknowledging the role balance plays in creating personal well-being, satisfaction and productivity in our workforce; promoting the use of flexible work arrangements to help our employees resolve the conflicts created by demands in their personal and work lives*

Learning and Career Management: *developing core competencies for job families and using these to establish career paths and related training; promoting and providing career counseling and training opportunities for employees to increase and improve their skills in their current jobs and to enhance their careers*

Corporate Orientation: *a comprehensive corporate orientation for employees*

Line of Sight: *ensuring employees understand their role in the public service and how it contributes to the ultimate goal of providing high quality service to the Yukon public*

Diversity: *an organization which strives to create and maintain a public service that represents the diversity of the population it serves, and reflects, values and respects the cultures, traditions and history of all Yukon people.*

4. SALARY ADMINISTRATION

a) Objectives

The main objectives of the pay plan are generally defined in the Compensation Philosophy. Salary administration for individuals appointed, transferred, or reclassified to or within the management group is determined by the provisions of Section M. Salary administration for individuals transferred or reclassified from the management group into one of the bargaining units is determined by the provisions of the relative collective agreement.

b) Salary on Appointment

A manager shall be paid an annual salary within the salary range of the classification of the position to which s/he is appointed. Managers are paid biweekly.

The Public Service Commission shall, except where delegated, determine the manager's annual salary by considering the following factors:

- i) market conditions;*
- ii) the combination of education and experience of the manager in relation to that of others in the same classification; and,*
- iii) the annual salary of the supervisor and subordinates.*

However, where a manager is appointed to a position with a lower annual salary maximum than the annual salary maximum of the manager's previous position, determination of the appropriate annual salary within the new lower range will take into consideration:

- iv) reasons surrounding the appointment; and,*
- v) the performance history of the employee.*

Part-time Manager

For administrative purposes, a part-time manager's annual salary, allowances, designated paid holidays, leaves, Yukon Bonus, and benefits will be prorated based on the number of actual hours worked per week in comparison to 37.5 hours per week or 7.5 hours per day.

Section M – Part 4 – Salary Administration

c) Salary on Underfill Appointment

Where a manager is appointed as an underfill, his/her treatment will be in accordance with the employer's policy on underfill.

d) Salary on Transfer

When a manager is transferred, the manager's annual salary will normally remain the same. However, the Public Service Commission shall, except where delegated, establish a new annual salary for the manager considering the following factors:

- i) the manager's qualifications and demonstrated abilities in relation to the position to be occupied; and,*
- ii) the relationship of the manager's new annual salary to that of immediate supervisor, subordinates and peers.*

Any increase or decrease in the manager's annual salary shall not be greater than 4%.

Notwithstanding the above, in no circumstances may a transfer result in an annual salary which is below the minimum or above the maximum of the range for the new position.

e) Salary on Reclassification

Higher: When a management position is reclassified higher, the annual salary for the manager will increase within the range of 5% to 10%. Notwithstanding the above, in no circumstances shall an increase result in an annual salary which is below the minimum or above the maximum of the range.

Lower: When a management position is reclassified lower, the manager will:

- a) be granted salary protection; and,*
- b) continue to receive the applicable performance payments and economic adjustments in accordance with the former classification level.*

f) Economic Salary Adjustment/Market Adjustment

Economic salary adjustments will be used for a minimum of one and a maximum of two performance cycles as a transition to the implementation of the market adjustment. This transition period commences October 1, 2006.

Section M – Part 4 – Salary Administration

Economic salary adjustments/Market adjustments are periodic adjustments to salary ranges and:

- i) will normally be applied on the recommendation of the Public Service Commissioner; and approved by Management Board;*
- ii) will normally be applied to staff in accordance with the Public Service Act Regulation on salary protection as appropriate.*

Market Salary Adjustments are annual adjustments to salary ranges based on:

- i) the market as defined in the compensation philosophy, and*
- ii) national and local economic indicators.*

g) Salary on Acting Assignment

i) Threshold

A manager who is assigned to act temporarily for a period of at least five (5) continuous working days, in a position having a higher annual maximum salary than that of his/her substantive position is entitled to receive acting pay from the commencement of the assignment to its termination.

Where the five (5) continuous working days referred to above are interrupted because of a leave of absence (with or without pay), but the manager resumes the acting assignment immediately upon return to the workplace, continuous working days spent in the acting assignment immediately prior to the leave will be included in the calculation to determine whether and when the acting pay threshold has been met.

ii) Acting Pay

Salary increases on acting assignments will be within 0% to 10% of the manager's annual salary in his/her substantive position. The normal salary increase will be between 5% to 10%. Notwithstanding the above, in no circumstances shall an increase result in an annual salary which is below the minimum or above the maximum of the range for the classification of the acting position.

To determine the acting salary, the following factors are considered:

- a.** *the annual salary that the incumbent would have received had s/he been promoted to the higher salaried position; and,*
- b.** *the extent to which the full responsibilities of the higher salaried position are being assumed, or whether a care-taking function is being performed.*

iii) Leave Of Absence during Acting Assignment

Where, during the term of the acting assignment, the manager has been in the acting position for three months or less, and is authorized to take a paid leave of absence, s/he shall be paid for the leave based on the annual salary of his/her substantive position.

Where, during the term of the acting assignment, the manager has been in the acting position for more than three months, and is authorized to take a paid leave of absence, s/he shall be paid for the leave based on the acting salary to the end of the leave period or to the end of the acting assignment, whichever comes first.

iv) Subsequent Acting Assignments

When a manager in an acting assignment is required to act in a subsequent assignment the manager's salary shall revert to his/her substantive annual salary prior to the application of any subsequent acting salary whether or not the acting assignments run consecutively.

v) Performance Pay while Acting

When an acting assignment extends beyond six (6) months then, on October 1, the acting manager, where eligible, will be entitled to receive performance pay consideration in proportion to the amount of time s/he was in the acting position. In no circumstances will the performance pay cause the acting salary to exceed the maximum of the range for the acting position.

Where an acting assignment extended beyond six (6) months but ended in the twelve (12) months prior to October 1 and the manager did not already receive performance pay consideration for the acting assignment, then s/he is entitled to receive performance pay consideration for the assignment period. However, the performance pay awarded for the acting assignment period cannot result in an annual salary which is above the maximum of the range for the substantive position.

vi) Return from Acting Position

Upon return to the manager's substantive position the manager shall revert to the substantive annual salary received at the time of the commencement of the acting assignment, adjusted for any economic or performance pay increase received during the acting assignment, up to but not exceeding the maximum of the substantive range.

Section M – Part 4 – Salary Administration

vii) Managers Acting in a Bargaining Unit

When a manager acts in a bargaining unit position, the manager's rights and entitlements flow from his/her substantive position.

viii) Bargaining Unit Members Acting in Management

When a bargaining unit member acts in management, the employee's rights and entitlements flow from his/her substantive position.

h) Performance Pay

i) Performance Pay Date

For all managers, the annual performance review period is from October 1 to September 30 for the 2006/2007 period. The effective date of any performance pay shall be October 1. For subsequent years the review period will be from April 1 to March 31 each year. The effective date of any performance pay shall be April 1 of each year.

ii) Eligibility for Performance Pay

Managers below the maximum of their annual salary range on October 1 are eligible for an increase in their annual salary.

Managers at the maximum of their annual salary range on October 1 whose performance is rated at the 'outstanding' level are eligible for a cash payment but are not eligible for an increase in their annual salary.

Performance pay will be prorated for any leaves of absence without pay taken by a manager except where the leave of absence is maternity, paternity, adoption, or parental leave.

For a newly appointed manager where the manager's anniversary date predates October 1 by:

- a. less than six months - the manager is not eligible for performance pay. Should the manager be provided performance pay the following October 1, the increase to the annual salary will be prorated to reflect the additional one (1) - five (5) months. Cash payments will not be prorated to reflect the additional months.*
- b. six months or more, but less than twelve (12) months - the manager may be granted an increase to his/her annual salary prorated to reflect the number of months of service. A cash payment, if provided, will also be prorated.*

Section M – Part 4 – Salary Administration

For a manager who was a member of the bargaining unit and who received a performance increase within twelve (12) months of October 1 will have their performance pay prorated to reflect the number of months' service since their last increase. However, where the manager was ineligible for performance pay, at that time, because s/he was at the maximum of his/her salary range then any subsequent performance pay will reflect a full twelve (12) months of performance.

iii) Levels of Performance

Developing: Performance meets some, and is below other requirements of the objectives. There is need for further improvement or experience on the job before performance fully meets the objectives expected

Fully Contributing: Performance is consistently solid and reliable. Performance fully meets objectives in key areas and sometimes exceeds requirements.

Outstanding: Performance consistently exceeds requirements in all core objectives and exceeds most defined expectations. Individual demonstrates a model of excellence for others. Peers, direct reports, and/or higher level management can readily recognize this level of performance.

iv) Types & Quantum of Performance Pay

Performance pay shall be provided as follows:

- (a) to a manager within the salary range, an increase provided as a percentage of annual salary:

Developing:	0 - 2%
Fully Contributing:	2 - 4%
Outstanding:	4 - 8%

Increases in annual salary may be calculated at full or half percentage points.)

- (b) to a manager at the maximum of the salary range, only for outstanding performance, a cash payment to a maximum of 6% of annual salary;
- (c) to a manager whose award for outstanding performance would put the manager over the maximum, a cash payment for the balance of the award in excess of the range maximum, to a maximum of 6%, calculated on the annual salary in place prior to the performance increase.

v) Authorization of Performance Pay

Deputy Ministers are responsible for:

- a.** *authorizing increases to annual salary for managers of their own department for ‘fully contributing’ levels of performance;*
- b.** *authorizing increases to annual salary and/or cash payments for ‘developing’ and ‘outstanding’ performance subject to the review of the Deputy Ministers’ Review Committee (or a sub-committee thereof).*

5. YUKON BONUS

a) Bonus Amount

The amount of the Yukon Bonus travel benefit is \$2,042 from which income tax may or may not be deducted, at the manager's option.

b) Initial Qualifying Period

A manager must complete a qualifying period of two years of continuous service with the Government of Yukon before being eligible to claim his/her first Yukon Bonus.

c) Bonus Entitlement Each Year After Qualifying Period Met

For each full year of continuous service subsequent to meeting the initial qualifying period, a manager is entitled to a Yukon Bonus.

d) Part-time Managers

For each full year of continuous service a part-time manager shall be entitled to a prorated Yukon Bonus based on the actual hours worked since his/her last qualifying date, or in the case of the initial Yukon Bonus, since the commencement of his/her employment.

e) Payment

The Yukon Bonus will automatically be paid on the pay date falling immediately after the continuous service date. Unless the manager provides written direction otherwise, the Yukon Bonus will be paid as an untaxed benefit.

f) Bonus Prorated on Lay-Off

A manager shall be paid on lay-off a prorated Yukon Bonus based on the number of completed months of work of continuous service since his/her last qualifying date or, in the case of his/her initial Yukon Bonus, since the commencement of his/her employment.

g) Bonus Prorated for Leaves of Absence Without Pay

If a manager takes authorized leave without pay in excess of thirty (30) consecutive days other than maternity, paternity, adoption, or parental leave, his/her Yukon Bonus shall be reduced proportionally for each period of thirty (30) consecutive days of leave without pay that s/he takes.

6. COMMUNITY ALLOWANCE AND TRAVEL BONUS

a) Entitlement

A manager whose headquarters is outside of Whitehorse may be eligible for a Community Allowance and Travel Bonus to offset the higher cost of living in those communities.

b) Community Allowance

In addition to regular pay, an annual Community Allowance shall be paid on a prorated biweekly basis. The Community Allowance shall not be paid to managers who are in receipt of free room and board.

The value of the annual Community Allowance shall be based on the headquarters of the manager as set out below:

<i>Carcross or Tagish</i>	<i>\$ 600.00</i>
<i>Haines Junction or Teslin</i>	<i>\$1,000.00</i>
<i>Carmacks, Watson Lake or Destruction Bay</i>	<i>\$1,400.00</i>
<i>Drury Creek, Swift River, Stewart Crossing, Beaver Creek, Dawson City, Faro, Mayo, Pelly Crossing or Ross River</i>	<i>\$1,800.00</i>
<i>Old Crow or Herschel Island</i>	<i>\$8,200.00</i>

c) Travel Bonus

The Travel Bonus credits for managers shall be earned on a quarterly (3 month) basis provided the manager works one (1) working day in the quarter. Travel Bonus credits shall not be carried over from one fiscal year to another. However, Travel Bonus credits may be accumulated during the fiscal year and any earned but unused Travel Bonus Credits at the end of the fiscal year shall be paid to the manager by the Employer during the first pay period in May. Travel Bonus credits shall be awarded as follows:

<i>Carcross, Tagish, Teslin, Carmacks, Haines Junction</i>	<i>One and one-half (1 ½) days per quarter</i>
<i>All Others</i>	<i>Two (2) days per quarter</i>

7. HOURS OF WORK

a) General

Managers are expected to manage their time responsibly and in accordance with the demands of their program objectives. The following, therefore, provides broad parameters only for the hours of work for managers.

b) Hours of Work

Managers are expected to work the hours required to meet the operational demands of their jobs. Normal hours of work for a manager shall be scheduled with the approval of his/her supervisor, considering operational requirements and the duties of the position including the need to service clients, the need to supervise, the convenience of the public being served, and the offices of the Government of Yukon being open during prescribed business hours.

There is no compensation for concepts such as “ overtime”, “standby” or “callback”. For compensation provided to managers in consideration of the time commitments demanded in their jobs see “Manager’s Leave”

For administrative purposes (leave, etc.), the number of hours worked by full-time managers will be 37.5 hours per week or 7.5 hours per day.

c) Flexible Work Arrangements

The concepts of part-time, flextime, compressed workweek and averaging hours are inherent in the concept of a manager managing his/her time. Where operationally feasible, and with agreement of the supervisor, work arrangements that allow for flexible daily/weekly/monthly hours of work schedules and days of work may be entered into between a manager and his/her supervisor.

8. DESIGNATED PAID HOLIDAYS

a) Entitlement

Managers are entitled to twelve (12) designated paid holidays per calendar year, plus any special holiday proclaimed by the Government of Canada as a designated paid holiday as follows:

- a) *New Years Day*
- b) *National Heritage Day*
- c) *Good Friday*
- d) *Easter Monday*
- e) *Victoria Day*
- f) *Canada Day*
- g) *Discovery Day*
- h) *Labour Day*
- i) *Thanksgiving Day*
- j) *Remembrance Day*
- k) *Christmas Day*
- l) *Boxing Day*

Where any of these holidays falls on the manager's day of rest, the manager receives the next working day as the designated paid holiday in its place.

b) Religious Holy Days

The supervisor shall make every reasonable effort to grant a manager time off with pay for religious holidays when a religious holiday prevents the manager from reporting for work, provided that the manager agrees to make up the time off at a time mutually agreeable to the supervisor and the manager and, in any case, within twelve (12) months of the leave granted. The manager may be required to furnish documentation that his/her doctrine prevents him/her from attending work and that the religious organization is registered as such under the Income Tax Act.

9. LEAVES

a) **Vacation, Long Service & Manager's Leave**

i) **Vacation Leave Entitlement**

a. *Managers earn vacation leave on a monthly basis provided that they have received pay for at least ten (10) working days in the calendar month except when on pre-retirement leave.*

b. *Managers are advanced vacation leave for the year on April 1 as follows:*

<i>1 to 3 years of continuous service inclusive:</i>	<i>20 days</i>
<i>over 3 to 14 years continuous service inclusive:</i>	<i>25 days</i>
<i>over 14 to 25 years continuous service inclusive:</i>	<i>30 days</i>
<i>over 25 or more years of continuous service:</i>	<i>35 days</i>

c. *Managers appointed after April 1st will be advanced leave on a prorated basis for the balance of that year.*

d. *Managers may accumulate vacation leave from year-to-year.*

e. *For the purposes of calculating vacation leave entitlement only where a new manager is hired on or after July 1, 2002, and within ninety (90) consecutive days after terminating as an employee of one of the following:*

- (1) a federal, provincial, other territorial or municipal governments, school boards and crown corporations;*
- (2) Yukon municipalities;*
- (3) Council for Yukon First Nations;*
- (4) Yukon First Nations;*
- (5) Yukon College; or,*
- (6) Whitehorse General Hospital Corp;*

then consideration may be given by the Public Service Commission to the years of continuous service with the above mentioned employer. For clarity, earned but unused vacation leave from another employer is not transferable to the Government of Yukon.

f. *“Continuous service” for purposes of calculating vacation leave entitlement, will include prior periods of broken service with the Government of Yukon where the break in service is for a period of ninety (90) consecutive days or less and where the reason for the break in service was not due to dismissal or abandonment of position. For clarity, the period of the break in service is not included in the calculation of “continuous service” for this purpose.*

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ii) Long Service Leave Entitlement

At the completion of each five (5) years of continuous service a manager will be entitled to one five (5)-day period of paid leave referred to as long service leave. The long service leave shall be taken prior to the completion of the next five (5)-year period.

iii) Manager's Leave Entitlement

A manager is entitled to ten (10) days paid leave per year (10/12's day per month) as recognition of the extra hours required of managers. Manager's leave may be taken, with the approval of the supervisor and subject to operational requirements, during the year in which it is earned.

Leave is advanced on a prorated basis on the date of appointment to management and thereafter on April 1 of each year.

Managers do not earn manager's leave when s/he, for a full calendar month, is on:

- a. a leave of absence without pay;*
- b. suspension;*
- c. pre-retirement leave; or,*
- d. in receipt of long-term disability benefits.*

iv) Leave Carryover and Pay Out

Managers may elect to be paid out any amount of the earned but unused combined vacation and long service leave in excess of eight weeks. However, managers who have not used long service leave within five (5) years of entitlement shall be paid out the unused portion of the leave.

Managers may apply to be paid out other amounts of earned but unused vacation leave.

Managers who wish to be paid out earned but unused vacation or long service leave should indicate their intention in writing to their Departmental Human Resource branch.

Managers who have earned and unused manager's leave at the end of the year shall be paid out for such leave based on his/her annual salary effective March 31st.

When a manager is appointed to a position that is not entitled to use manager's leave, any manager's leave earned but unused at the new appointment date shall be paid out to the manager based on his/her annual salary effective the day before the appointment date.

v) Vacation Pay Advance

A manager may request advance pay for the duration of the period of approved vacation leave in accordance with the appropriate policy.

vi) Leave Interrupted

When a manager is approved vacation, long service or manager's leave but, due to operational requirements, the period of leave is cancelled prior to its commencement, the manager shall be reimbursed for non-refundable payments forfeited as a result of the cancellation.

Where a manager is granted sick leave or PNL during any period of authorized vacation, long service or manager's leave, the period of leave so displaced will be re-credited to the manager.

vii) Recall to Duty

When a manager is recalled to duty during a period of vacation, long service or manager's leave, the manager shall be reimbursed for reasonable expenses incurred in accordance with the appropriate travel directive, in proceeding to his/her headquarters area which will include reimbursement for any non-refundable payments forfeited as a result of the recall.

If the manager immediately resumes leave upon completing the assignment for which the manager was recalled, the manager shall be reimbursed for all expenses incurred on the return trip. A manager will not be considered to be on leave during any period of the recall.

Where a manager on vacation, long service or manager's leave, outside of his headquarters area, is recalled to duty, the manager will be credited one extra day of leave. For administrative purposes this leave shall be known as "recall leave" and will be treated like the vacation, long service or manager's leave from which the manager was recalled in all respects.

viii) Termination of Employment

When a manager ceases to be employed by the Government of Yukon for any reason other than because of the death of the manager, then:

- a. any vacation or manager's leave taken that exceeds the amount earned will be recoverable as a debt to the Employer; and,*
- b. any vacation, long service or manager's leave earned but not taken by the termination date will be paid to the manager.*

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A manager whose employment ceases by reason of death shall not have recoveries made of any used but unearned vacation, long service or manager's leave, and any such leave earned but not taken by the termination date shall be paid to the manager's estate.

b) Travel Status Leave (TSL)

i) Entitlement

TSL provides the manager with a period of paid leave to compensate managers who are required to be on travel status frequently on weekends for their time and personal inconvenience.

To be entitled to TSL a manager must have been required to travel and be on travel status for more than four (4) weekend days per year.

For the purposes of this leave, a "weekend day" is equal to any minimum 7.5 hour period in a 24 hour period:

- a. from Friday at midnight to Sunday at midnight, and/or,*
- b. during a statutory holiday;*

where it would otherwise be the manager's day of rest.

ii) Cap on TSL

Once the threshold of four (4) weekend days is met then, for each subsequent weekend days on travel status, the manager will be entitled to receive one (1) day of paid TSL for each weekend day of travel on travel status to a maximum of six (6) days of TSL per year.

iii) Payout for Unused TSL

Managers who have earned and unused TSL at the end of the year shall be paid out for such leave based on his/her annual salary effective March 31st.

c) Personal Needs Leave (PNL)

i) Entitlement and Use of PNL

PNL provides the manager with a period of paid leave when personal circumstances prevent the manager from performing the manager's normal duties. Each manager is expected to use PNL responsibly and with a view toward promoting the best accommodation of work requirements with personal requirements.

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A manager is credited with six (6) days PNL upon appointment and at the commencement of each year of continuous service thereafter up to a maximum of thirty days.

The granting of PNL and authorization of the length of leave is subject to the approval of the supervisor who may, at his/her discretion, ask for proof of the need for, and subsequent length of, the leave.

ii) Restrictions on Use of PNL

A manager is not entitled to take PNL for any period during which the manager is on:

- a. retiring leave;*
- b. pre-retirement leave;*
- c. leave of absence without pay;*
- d. suspension; or,*
- e. long-term disability benefits.*

Nor is PNL meant to supplement sick, vacation, long service, maternity, paternity, adoption, parental, or manager's leave, or to be used to supplement where another type of leave is available. A manager on PNL who becomes ill may substitute sick leave for the period of PNL during which the illness occurs.

iii) Casual Leave not Deducted from PNL

At the discretion of the supervisor, a manager may be granted casual leave with pay to a maximum of two hours for purposes of a special or unusual nature. Such leave shall not be deducted from PNL credits.

iv) Advance of PNL

When a manager has insufficient PNL credits to permit the granting of PNL s/he may apply to the Deputy Minister for an advance of up to five PNL days for a specific purpose subject to the deduction of such advance leave from any PNL credits subsequently earned.

v) Conversion to PNL upon entry to Management

Where applicable an employee who is appointed into management from the Yukon Teachers Association or Yukon Government Employees Union will be eligible to convert his/her banked special leave to PNL.

vi) Unused PNL

At no time will unused PNL be "paid out."

d) Maternity, Paternity, Adoption Leaves

i) Entitlement to Maternity Leave Without Pay

A female manager is entitled to leave of absence without pay for a period of 37 consecutive weeks for the purpose of childbirth. Such maternity leave will normally begin no sooner than eleven (11) weeks prior to the expected delivery date and normally end within twenty-six (26) weeks after the child's birth.

Notwithstanding the above, maternity leave may commence or be completed earlier or later than these dates; the employer, however, may require a medical certificate to authorize this.

A manager will notify her supervisor in writing of her intention to take maternity leave twelve (12) weeks prior to the expected delivery date.

Where a manager's newborn child is born prematurely or requires hospitalization following birth, the maternity leave may be extended beyond the original end date, but this extension shall end no later than fifty-two (52) weeks after the child's birth.

ii) Entitlement to Paternity Leave Without Pay

A male manager is entitled to a leave of absence without pay for a period beginning on the date of the birth of his child (or at a later date to be requested by the manager) and ending no later than twenty-six (26) weeks after the date of the child's birth.

The manager may be required to submit the birth certificate of his child.

A manager will notify his supervisor in writing of his intention to take paternity leave twelve (12) weeks prior to the expected start date of the leave.

Where a manager's newborn child is born prematurely or requires hospitalization following birth, the paternity leave may be extended beyond the original end date, but this extension shall end no later than fifty-two (52) weeks after the child's birth.

iii) Entitlement to Adoption Leave Without Pay

A manager who adopts a child is entitled to leave without pay for a period not to exceed twenty-six (26) weeks for the purpose of adoption. Such leave may not begin earlier than one (1) week prior to the expected date of adoption.

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A manager will notify his/her supervisor in writing of his/her intention to take adoption leave at least five (5) weeks prior to the expected start date of the leave.

The manager may be required to furnish proof of adoption.

iv) Restriction on Entitlement to Maternity, Paternity and Adoption Leave

A managerial couple shall not be on their respective leaves at the same time if they work in the same department and branch in the same headquarters.

v) Entitlement to Maternity, Paternity, Adoption Leave Allowance

A manager with one (1) year of continuous service prior to the birth or adoption of his/her child, who is granted maternity, paternity or adoption leave without pay, and who:

- a. signs an agreement to return to work after the expiry of the leave (unless this date is modified with the employer's consent) for a period of at least six (6) months; and,*
- b. provides the employer with proof that s/he has applied for, and is in receipt of, employment insurance benefits;*

shall be paid a leave allowance in accordance with the Supplementary Employment Insurance Benefit Plan (SEIB).

Should the manager fail to fulfill the return to work agreement for reasons other than death, lay-off, disability, or medical retirement, the manager agrees that s/he is indebted to the employer for the full amount received as leave allowance.

vi) Leave Allowance Defined

In respect of the period of maternity/paternity/adoption leave, leave allowance payments made according to the SEIB will consist of the following:

- a. where the manager is subject to a waiting period of two (2) weeks before receiving employment insurance benefits, an allowance of ninety-three percent (93%) of his/her weekly salary for each week of the two week waiting period, less any other monies earned during this period; and,*
- b. for up to a maximum of fifteen (15) weeks, payments equivalent to the difference between the federal employment insurance benefits that the manager receives at the actual time of the leave and ninety-three*

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percent (93%) of his/her weekly salary, less any other monies earned during this period.

vii) Applicable Salary

The weekly salary referred to above shall be that of the manager's substantive position. Where a manager is granted performance pay increase or an economic adjustment during the period he/she receives SEIB allowance the manager's substantive annual salary shall be adjusted.

viii) Notice of Return to Work

Before returning to work, the manager must give the employer at least one (1) week's notice of her/his intended date of return.

ix) Impact on Continuous Service

Maternity/ paternity/adoption leave granted shall be counted in the calculation of "continuous service" for the purpose of calculating severance pay, vacation leave entitlement, Yukon Bonus, and performance pay purposes

e) Parental Leave

i) Entitlement to Parental Leave Without Pay

A manager is entitled to parental leave without pay for a period of up to fifty-two (52) consecutive weeks following the birth or adoption of the child.

A manager who wishes to take parental leave without pay shall provide twelve (12) weeks' notice in writing to his/her supervisor, indicating the dates on which the parental leave without pay is anticipated to begin and end.

Parental leave must be taken in one period continuous with, and subsequent to, any maternity, paternity or adoption leave.

ii) Additional Parental Leave Without Pay

A manager may request and, subject to operational requirements be granted, an additional period of parental leave without pay of up to fifty-two (52) weeks. Subsequent parental leave without pay shall be taken contiguous with, and subsequent to, any previous period of parental leave without pay.

iii) Entitlement to Parental Leave Allowance

A manager with one (1) year of continuous service prior to the birth or adoption of his/her child, who is granted parental leave without pay, and who:

a) signs an agreement to return to work after the expiry of the leave (unless this date is modified with the employer's consent) for a period of at least six (6) months; and,

b) provides the employer with proof that s/he has applied for, and is in receipt of, employment insurance parental benefits;

shall be paid a leave allowance in accordance with the Supplementary Employment Insurance Benefit Plan (SEIB).

Should the manager fail to fulfill the return to work agreement for reasons other than death, lay-off, disability, or medical retirement, the manager agrees that s/he is indebted to the employer for the full amount received as leave allowance.

iv) Parental Leave Allowance Defined

In respect of the period of parental leave, leave allowance payments made according to the SEIB will consist of the following:

a) where the manager is subject to a waiting period of two (2) weeks before receiving employment insurance benefits, an allowance of ninety-three percent (93%) of his/her weekly salary for each week of the two week waiting period, less any other monies earned during this period; and,

b) for up to a maximum of fifteen (15) weeks, payments equivalent to the difference between the federal employment insurance benefits that the manager receives at the actual time of the leave and ninety-three percent (93%) of his/her weekly salary, less any other monies earned during this period.

v) Applicable Salary

The weekly salary referred to above shall be that of the manager's substantive position. Where a manager is granted performance pay increase or an economic adjustment during the period s/he receives SEIB allowance the manager's substantive annual salary shall be adjusted.

vi) Notice of Return to Work

Before returning to work, the manager must give the employer at least one (1) week's notice of her/his intended date of return.

vii) Impact on Continuous Service

Parental leave shall be counted in the calculation of "continuous service" for the purpose of calculating severance pay, vacation leave entitlement, Yukon Bonus, and performance pay.

f) Sick Leave

i) Entitlement

Sick leave provides income protection for managers unable to attend their duties because of illness, injury, quarantine or voluntary medical procedure.

Managers accrue sick leave at the rate of 1.25 days per calendar month in which at least ten (10) days pay is received.

Managers who qualify are eligible to use sick leave up to the limit of:

- a. any accumulated sick leave accruals; and/or,*
- b. any advance of sick leave provided.*

A Deputy Head may require a manager to prove his/her need for sick leave by providing:

- a. a medical certificate indicating; or*
- b. an affidavit signed by the manager affirming;*

that the manager is unable to perform the manager's duties due to an illness, injury, quarantine or voluntary medical procedure.

ii) Restrictions on Entitlement

Managers do not earn sick leave while on:

- a) a leave of absence without pay, including long-term disability,*
- b) pre-retirement leave; or,*
- c) suspension.*

Sick leave entitlements will be frozen at the time the above mentioned commences. Upon the manager's return, sick leave will be accrued in the normal fashion.

iii) Advance of Sick Leave

At the discretion of the Deputy Head, on request from the manager, an advance of up to fifteen (15) additional days of sick leave may be provided

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where the manager has insufficient sick leave to cover his/her absence from work.

Where a manager has received an advance of sick leave, this leave shall be deducted from leave earned subsequently, or where the manager's service is terminated before the advance is repaid, the leave shall be deducted from compensation otherwise owed to the manager.

No sick leave shall be advanced until all accrued and transferred sick leave is used.

iv) Transfer or Reinstatement of Earned but Unused Sick Leave

a. Transfer Eligibility

Where a new manager is hired on or after July 1, 2002 and within ninety (90) consecutive days after terminating as an employee of one of the following:

- (a) a jurisdiction having a pension transfer agreement with the pension plan of the Government of Yukon that allows for benefit transferability;*
- (b) a federal, provincial, other territorial or municipal governments school boards and crown corporations;*
- (c) Yukon municipalities;*
- (d) Council for Yukon First Nations;*
- (e) Yukon First Nations;*
- (f) Yukon College; or,*
- (g) Whitehorse General Hospital Corp; and,*

has earned but unused sick leave, the Government of Yukon shall accept, upon submission of a certified statement from the above-mentioned employer, the transfer of sick leave to a maximum of sixty-five (65) days from that employer provided such leave was accrued and unpaid at the time of separation.

b. Depletion of Transferred Sick Leave

Transferred sick leave shall:

- (a) be depleted by one (1) day for each day of sick leave subsequently earned with Government of Yukon;*
- (b) be used only when earned Government of Yukon leave is not available; and,*
- (c) not be included in determining the appropriate payout for unused sick leave on termination.*

c. Reinstatement Eligibility

Where a new manager was a previous employee of the Government of Yukon and returns within five (5) years of termination, the employer shall accept the reinstatement of a maximum of sixty-five (65) days of sick leave provided such leave was earned, unused, and unpaid at the time of separation. The sick leave, once re-instated, is subject to the normal sick leave treatment.

d. Restriction on Transfer or Reinstatement of Sick Leave

At no time:

- (i) will the combination of transferred or reinstated sick leave exceed a combined total of sixty-five (65) days;
- (ii) will such transfer or reinstatement be made more than once in relation to a particular period of employment; or,
- (iii) will earned but unused sick leave transferred to Government of Yukon be reinstated in future.

v) Restrictions on Sick Leave Usage

A manager may not take paid sick leave while on:

- a. retiring leave;
- b. pre-retirement leave;
- c. a leave of absence without pay;
- d. long-term disability; or,
- e. suspension.

vi) Conversion of Unused Sick Leave to Pre-retirement Leave

A manager with five (5) years of continuous service who:

- a. retires from the Government of Yukon; and,
- b. is eligible for an immediate annuity or annual allowance;

may convert up to 33 1/3% of the manager's total Government of Yukon earned but unused sick leave to a maximum of sixty (60) days pre-retirement leave which leave must be taken during the period immediately before the effective date of retirement.

vii) Payout of Unused Sick Leave

A manager with five (5) years of continuous service who:

- a. resigns; or,
- b. terminates employment for any reason except abandonment or disciplinary dismissal;

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may convert 33 1/3% of his/her total Government of Yukon earned but unused sick leave to a cash payout based on the manager's annual salary at termination. The cash payout shall not exceed an amount equivalent to sixty (60) days of sick leave.

A manager who terminates his/her employment more than once shall be limited in the manager's entitlement under this section to a maximum of sixty (60) days leave in total.

g) Injury-on-Duty Leave

i) Entitlement

A manager is entitled to be paid leave known as "injury on duty leave" for the period from the date of the injury, to a maximum of ninety (90) days where the Workers' Compensation Health and Safety Board (WCH&SB) determines that the manager is unable to perform his/her duties because of:

- a. personal injury accidentally received in the performance of duties and not caused by the manager's willful misconduct;
- b. illness resulting from the nature of the manager's employment; or,
- c. over exposure to radioactivity or other hazardous conditions in the course of the manager's employment;

providing the manager agrees to pay to the Employer any money received by him/her for loss of wages in settlement of any claim s/he may have in respect of such injury, illness or exposure.

ii) Use of Sick Leave pending WCH&SB

Where a manager used sick leave and is subsequently approved for injury-on-duty leave during the same period, the used sick leave shall be re-credited to the manager.

iii) Impact of Injury on Duty Leave on other Leave Entitlements

During injury-on-duty paid leave the manager shall earn sick and other leave entitlements.

h) Leaves of Absences – Other

i) Court Leave

A manager who is summonsed to serve as a juror or is subpoenaed to attend as a witness, other than for the purposes of carrying out the duties of the manager's position, shall be granted leave of absence with pay.

Should the participation described above permit, the manager shall return immediately to work where feasible in order to complete the workday.

ii) Deferred Salary Leave

The Deferred Salary Leave Plan provides managers with the opportunity to finance a leave of absence of three (3) to twelve (12) months by deferring payment of portions of their annual salary to their period of leave subject to the application agreement. For further information refer to the application agreement.

iii) Leave Without Pay

Refer to the employer's leave without pay policy.

10. **BENEFITS**

a) **Purpose**

This section is intended to provide an overview of benefits available to managers. For a detailed description of each benefit, as well as a description of options, refer to the Benefit Guide for Managers. The authority in all cases is the appropriate act, regulation or contract wording for the specific insurance carriers.

b) **Benefits Description**

At minimum, all managers are provided with the following benefits:

Long Term Disability (LTD)

LTD provides income replacement protection for managers who are unable to work for an extended period of time due to illness or injury. Participation in the LTD plan is mandatory and the employer pays 100% of the premium.

Base Extended Health Care (EHC)

Base EHC provides coverage, within limits, for medically necessary expenses not covered by the Yukon Health Care Insurance Plan. Participation in the EHC plan is mandatory and the employer pays 100% of the premium. .

Base Dental Plan

The base dental plan provides coverage, within limits, for dental expenses, such as routine check-ups or extensive procedures. Participation in the Dental plan is mandatory and the employer pays 90% of the premium and the manager pays 10%.

Basic Life Insurance

Basic life insurance provides a benefit to the manager's beneficiaries or estate in the event of manager's death. The basic life insurance benefit is equal to one times annual salary. The employer pays 100% of the premium.

Post-Retirement Life Insurance

Post-retirement life insurance provides for the continuation of life insurance for retired managers at the MG7 and higher classification levels in the event of his/her death. The employer pays 100% of the premium.

Accidental Death & Dismemberment Insurance

Accidental death and dismemberment insurance provides a financial benefit where death or dismemberment of the manager results directly from an accident. The employer pays 100% of the premium.

Dependent Life/Accidental Death & Dismemberment Insurance

For managers with dependents, this insurance provides a financial benefit in the event of the death or dismemberment resulting directly from an accident of a spouse or child of the manager. The employer pays 100% of the premium.

c) Optional Benefits

Enhanced Extended Health Care

The enhanced extended health care benefit package differs from the base EHC by providing lower deductible levels in some areas, and increased vision and supplementary health coverage.

Enhanced Dental

The enhanced dental plan differs from the base dental plan by providing a lower deductible amount, and increased reimbursement levels and higher allowable annual maximums.

Optional Life Insurance

Optional life insurance provides additional financial benefit to the manager's beneficiaries or estate either at one (1) or two (2) times his/her annual salary in the event of the manager's death. Optional life insurance requires medical evidence of insurability.

d) Available Plans

The manager may elect one of the four combinations of optional benefits (described above) in addition to the minimum benefits provided based on his/her preferences. Either the employer or the manager, in accordance with the optional plan chosen, pays for the increased cost in the premium for the optional benefits.

Option A - increase life insurance 2x annual salary

- 2 x Optional Life Insurance: employer pays 1x & employee pays 1x

Option B – increase life insurance 1x and increase EHC and Dental

- 1 x Optional Life Insurance: employee pays 1x
- Enhanced EHC: employer pays difference in premium from EHC
- Enhanced Dental: employer pays difference in premium from Dental

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Option C – *increase life insurance 2x and increase EHC and Dental:*

- *2 x Optional Life Insurance: employee pays 2x*
- *Enhanced EHC: employer pays difference in premium from EHC*
- *Enhanced Dental: employer pays difference in premium from Dental*

Option D – *increase life insurance 2x and increase EHC and Dental:*

- *2 X Optional Life Insurance: employer pays 1x & employee pays 1x*
- *Enhanced EHC: employee pays difference in premium from EHC*
- *Enhanced Dental: employee pays difference in premium from EHC*

11. PENSION

The Yukon Government participates in the federal Public Service Superannuation Pension Plan (the Plan); as a result, pension plan contributions and benefit provisions are set by the Plan. The Plan provides post-retirement income and supplementary death benefits to managers. The costs of the plan are shared by the employer and the manager. Participation in the plan is mandatory. For details of the pension plan refer to the appropriate brochure.

12. DISCIPLINE

a) Just Cause

Managers may be disciplined for just cause. Where discipline includes suspension or dismissal, the provisions of the Public Service Act apply.

b) Formal Discipline

A manager will be given in writing the reason for any formal discipline. Any formal discipline notice shall become null and void, and not used in any future disciplinary decision, after a manager has attained a clear work record for 24 months from the time of the last notice.

A null and void discipline notice held on a manager's personnel file in the Public Service Commission will be removed at the manager's written request, and placed in a sealed envelope in the Staff Relations Branch, where it may be opened only by Staff Relations.

The employer will not introduce as evidence in a hearing relating to a disciplinary action any document, including any performance evaluation review, from a manager's file, the existence of which the manager was unaware at the time of filing, or within a reasonable period thereafter.

13. HARASSMENT

a) Manager Responsible to Prevent

Through its policy on workplace harassment and through the workplace harassment prevention program, the Government of Yukon is committed to maintaining a workplace that does not tolerate harassment and is free from harassment. Managers are responsible to prevent workplace harassment and ensure a workplace free of harassment. Refer to the employer's policy on harassment.

b) Harassment as a Disciplinary Offence

Workplace harassment is a serious offence and where it is found to have occurred, it will be treated as a disciplinary offence.

c) Representation of Manager Respondent

When a manager is named as a respondent under the employer's policy on harassment or via the PSAC or the YTA collective agreements, s/he may contact the Legal Services Branch of the Department of Justice to obtain legal advice. Managers may also be provided representation through Legal Services Branch when they are required to be present at interviews or hearings as a respondent.

Where it is inappropriate for advice or representation at interviews or hearings to be provided through the Legal Services Branch, formal application for outside counsel may be made under the Indemnification Policy. Managers may also choose to retain outside counsel at their own expense. The employer will retain the ability to conduct the investigation through the workplace harassment prevention program and associated policy and procedures.

14. SEVERANCE

a) Entitlement

Severance is payable upon termination of employment based on completed years of continuous service with the Government of Yukon as listed below:

<u>Years of Service</u>	<u>Severance Provision</u>
1 year to less than 5 years	1 day per/year
5 years to less than 10 years	2.5 days per/year
10 years to less than 15 years	3.5 days per/year
15 years to less than 20 years	5 days per/year
20 or more years	5.5 days per/year

Between the period August 9, 2006 to August 9, 2011, a manager who retires and is entitled to an immediate pension benefit from the pension plan applicable to Government of Yukon, who has more than five (5) but less than fifteen (15) years of service is entitled to severance equal to one (1) times the manager's weekly salary for each completed year of continuous service less any period for which severance was previously paid.

“Continuous service,” for purposes of calculating severance entitlement, will include prior periods of broken service with the Government of Yukon where the break in service is for a period of ninety (90) consecutive days or less, where the reason for the break in service was not due to dismissal or abandonment of position, and where severance has not already been paid out for that period. For clarity, the period of the break in service is not included in the calculation of “continuous service” for this purpose.

Unless otherwise specified, severance entitlements accrued with another employer are not transferable to the Public Service of Yukon.

b) Cash Gratuity

Regardless of any other benefits, if a manager dies there shall be paid to his/her spouse, or to such other person as the Public Service Commission determines, an amount equal to one (1) times the manager's weekly salary for each completed year of continuous service, less any period for which severance was previously paid, to an amount not greater than thirty (30) weeks salary.

c) Removal Expenses

The employer will pay removal expenses in accordance with the employer's policy on Removal Expenses, Interview & Relocation Expense.

15. DEPUTY MINISTERS

a) General

All persons who are Deputy Heads of departments shall be referred to as "Deputy Minister".

b) Application

The conditions of employment for managers apply also to Deputy Ministers except as varied below.

c) Appointment at Pleasure

Deputy Ministers serve at the pleasure of the government.

d) Salary Administration

i) Objectives

The main objectives of the pay plan for Deputy Ministers are:

- a) To reward Deputy Ministers on a basis which reflects Cabinet's judgment of their worth; and*
- b) To permit greater flexibility of assignment (in accordance with Cabinet's perceived needs and priorities) than is possible under a conventional job evaluation plan.*

ii) Salary on Appointment

In all cases where an individual is appointed into a Deputy Minister position, the Deputy Minister's salary shall be determined on an individual basis by the Premier on behalf of Cabinet.

In establishing the appropriate salary of a Deputy Minister, the Public Service Commissioner, in consultation with the Premier shall advise:

- a. the nature and extent of the policy and administrative responsibilities carried by the Deputy Minister, both currently and in previous assignments;*
- b. the capacity of the Deputy Minister to effectively discharge the Deputy Minister's departmental responsibilities; and,*

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- c. *the capacity and demonstrated ability of the Deputy Minister to contribute to the general development of good government in Yukon and to respond effectively to challenges beyond those that flow directly from the Deputy Minister's departmental duties.*

iii) Salary on Transfer

The Premier may transfer Deputy Ministers from one department to another. See Salary on Appointment sections for salary treatment.

iv) Acting Pay

In view of the authority vested in Deputy Minister positions and the sensitivity of the responsibilities discharged by incumbents, the responsible Minister must approve proposals for acting assignments of Deputy Ministers before they take place.

v) Performance Pay

The performance rating provided to a Deputy Minister, and the amount of performance pay awarded, is subject to the decision of Cabinet, or the Premier on behalf of Cabinet.

A Deputy Minister may be granted performance pay when his/her conduct and performance has been satisfactory.

e) Hours of Work

Deputy Ministers may be required to work large numbers of extra hours, and this is a condition of employment for positions at this very senior level.

Deputy Ministers may take advantage of the provisions of alternate hours of work arrangements having established a suitable pattern of hours in consultation with their Minister.

f) Leave of Absence

i) Vacation Leave

Deputy Ministers may accumulate vacation leave for an indefinite period of time; however, they are expected to take vacation leave each year in order that they may rest and recuperate from the pressures of their regular duties.

Deputy Ministers may not use more than two years of vacation leave entitlement in any single leave of absence without the approval of the Deputy Minister's Minister.

No Deputy Minister may take leave at any time, or for any specified period of time, without the prior approval of the Deputy Minister's Minister.

ii) Deferred Salary Leave Plan (D.S.L.P.)

The Premier may approve applications for the D.S.L.P. from Deputy Ministers.

g) Conflict of Interest:

i) General

It is by no means sufficient for Deputy Ministers to act within the law. There is an obligation not simply to obey the law but to act in a manner so scrupulous that it will bear the closest public scrutiny.

Deputy Ministers shall adhere to the Conflict of Interest Authorities (Appendix A) and shall disclose in writing to their Minister those matters that might conceivably be construed as being in actual or potential conflict with their official duties and responsibilities.

Following disclosure, a Deputy Minister shall adhere to the written advice of the responsible Minister.

ii) Political Activity & Political Leave

Deputy Ministers may not:

- a) seek nomination;*
 - b) be a candidate; or*
 - c) work on behalf of a candidate or a political party;*
- in any Federal, Territorial or Municipal election or by-election.*

Deputy Ministers may not contribute funds to a candidate or a political party.

iii) Contravention

Contravention of the above may result in the Deputy Minister being suspended or dismissed by the Premier on recommendation of the Public Service Commissioner.

Refer to PSA, Part 9 & 13

h) Discipline

All Deputy Ministers serve at the pleasure of the government and as such they may be terminated by the Premier without recourse to normal disciplinary standards. The section on Discipline for managers does not apply to Deputy Ministers.

i) Severance for Release Without Cause

The Severance Policy for Deputy Heads applies to all Deputy Ministers except where varied by the terms of an individual severance contract entered into with a Deputy.

In cases where there is a severance contract with the Deputy Minister, the terms of the contract shall apply.

j) Severance for Retirement

- i. A Deputy Minister is entitled to receive severance pay on retirement from the Yukon Public Service, provided the Deputy Minister is in receipt of an immediate annuity under the Public Service Superannuation Act.*
- ii. A Deputy Minister is entitled to receive an immediate annuity, provided the Deputy Minister has a minimum of:*
 - a) 2 years pensionable service and the employee is age 60;*
 - or*
 - b) 30 years pensionable service and the employee is age 55.*
- iii. Severance pay on retirement is based on the following:*
 - a) Where the Deputy Minister has been continuously employed by the Yukon Government for a period of less than five years the following formula shall apply:*

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Weekly rate of pay on termination X number of completed years of Yukon Government continuous service, less any period for which severance was previously paid.

- b) *Where the Deputy Minister has been continuously employed by the Yukon Government for a period in excess of five (5) years the following formula shall apply:*

Monthly rate of pay on termination X twelve (12) months, less any period for which the Deputy Minister was granted severance pay.

k) Entertainment Allowance

Deputy Ministers will be paid an unaccountable monthly entertainment allowance of \$85.00 or such amount as may be determined from time to time by Executive Council. The primary purpose of the allowance is to reimburse Deputy Ministers for entertaining official visitors in their homes. Persons appointed as acting Deputy Ministers for a period of more than three months shall be entitled to an entertainment allowance.

l) Relocation

Deputy Ministers will earn “relocation credits” at the rate of \$1,000 per year of completed service as Deputy Minister including continuous Yukon Government service to date, to a maximum of five (5) years (\$5,000).

A Deputy Minister who resigns or retires after a minimum of three (3) years continuous service, will be entitled to draw on these credits within a period not exceeding six months to provide either:

- a) *Reimbursement of removal expenses incurred or borne by the Deputy Minister, up to but not exceeding his/her credit to a maximum of \$5,000;*
- b) *A cash payment equal to half the entitlement under (a) where a claim for removal expenses is not made.*

m) Other

See Management Category for:

*Benefits
Leaves*

*Section 10
Section 9*