

**(Under Review)**

**GENERAL ADMINISTRATION MANUAL**

**VOLUME 3: HUMAN RESOURCE POLICIES**

**TITLE: CONTRACT EMPLOYEES TERMS AND CONDITIONS OF EMPLOYMENT**

**EFFECTIVE: October 27, 1994**

**1.0 SCOPE**

**1.1 Authority**

1.1.1. This policy is issued under authority of Cabinet Board Minute No. 94-40, dated October 27, 1994.

**1.2 Application**

1.2.1 This policy applies to all contract employees engaged on a continuing basis for a period in excess of six (6) months duration.

**1.3 Purpose and Principles**

1.3.1 This policy establishes terms and conditions of employment for persons who provide contractual services to the Yukon government which include an employer-employee relationship and who work a minimum of thirty (30) hours bi-weekly.

**2.0 TERMS AND CONDITIONS**

**2.1 Hours of Work**

2.1.1 Hours of work shall be scheduled to meet the operational requirements of the employer and the nature of work to be performed. The specific hours of work will be laid out in Appendix A of the Contract of Employment.

**2.2 Pay**

2.2.1 The contractor shall be paid in the same manner and in accordance with the same schedule as that provided for established employees.

2.2.2 The contractor shall be paid for services rendered in accordance with the incremental scale provided for in this contract and the rules that apply in the application of salary scales for established employees of the Yukon government shall apply to the contractor, including merit increases where his/her conduct and performance have been satisfactory.

### **3.0 LEAVE**

#### **3.1 Designated Paid Holidays**

3.1.1 The contractor shall be entitled to the following paid holidays:

New Year's Day

National Heritage Day

Good Friday

Easter Monday

The day fixed by proclamation of the Governor in Council for the celebration of the birthday of the Sovereign

Canada Day

Discovery Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

#### **3.2 Vacation Leave**

3.2.1 The contractor who has received pay for at least ten (10) days in each calendar month shall earn vacation leave credits for that month at the following rate:

Years of Continuous Services Monthly Accrual Rate

In the first and subsequent 1 2/3 days

#### **3.3 Special Leave**

3.3.1 The contractor shall earn special leave credits at the rate of one-half (½) day for each calendar month in which he/she has received ten (10) days pay.

3.3.2 Such credit may be used in accordance with the rules relating to special leave which are applicable to established employees.

#### **3.4 Sick Leave**

3.4.1 The contractor shall earn sick leave credits at the rate of one and one-quarter (1 & ¼) days for each calendar month for which he/she received at least ten (10) days pay.

3.4.2 All unused sick leave credits shall be carried over from one year to the next and shall be accumulated for the length of the contract.

#### 3.4.3 Granting of Sick Leave

- a) The first five (5) days of sick leave taken in any fiscal year; and/or
- b) Any additional day in a continuous period of sick leave which includes the fifth of the five days referred to in (a) above; and/or
- c) The second and subsequent day of each occasion of sick leave taken in a fiscal year, subsequent to the periods referred to in (a) or (b) above;
- d) The five (5) days referred to in (a) above may be taken in separate periods.

3.4.4 The contractor shall be granted sick leave with pay when he/she is unable to work because of illness, injury or quarantine provided that:

- a) He/she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer, and
- b) He/she has the necessary sick leave credits.

3.4.5 The contractor who has been continuously employed with the Yukon government, for a period in excess of five (5) years, whose employment is terminated for any reason except a disciplinary discharge, may convert up to a maximum of thirty-three and one-third percent (33 & 1/3%) of his/her total earned but unused sick leave credits to a maximum of sixty (60) days, to a cash pay-out based on the contractor's daily rate of pay at termination.

3.4.6 For purposes of 3.4.5 above, "earned sick leave" shall be interpreted as including only sick leave earned while the contractor is employed in the Yukon government.

3.4.7 The contractor who terminates his/her employment more than once shall be limited in his/her entitlement under this provision to a maximum of sixty (60) days in total.

## **4.0 RELOCATION**

### **4.1 Relocation Costs**

4.1.1 The Employer may, subject to the Employer's Directive on Relocation, pay to an approved moving company the costs involved in relocating the contractor from his/her residence to his/her place of employment.

### **4.2 Completion of Contract**

4.2.1 Subject to the successful completion of the contract and the Deputy Minister of the employing department certifying that the contract has been completed to his/her satisfaction and,

providing the contractor certifies his/her intention to relocate to a community other than the one he/she resided in at the time he/she completed his/her contract, the Employer shall pay to an approved moving company:

- a) The cost of removing the goods and effects of the contractor to a maximum of the weight of the goods and effects removed in the initial hire of the contractor - the distance not to exceed the distance between the original point of hire and the place of employment of the contractor or, in the alternative,
- b) A sum of money equal to that expended by the employer in the initial relocation of the contractor and his/her family.

## **5.0 BENEFITS**

### **5.1 Medicare and Supplementary P.S.H.C.P. Premiums**

5.1.1 The employer will pay the same percentage of the cost of Medicare and Supplementary P.S.H.C.P. premiums of the contractor as it pays for established employees

### **5.2 Dental Plan**

5.2.1 Contract employees shall be eligible for dental coverage in accordance with criteria specified in the Dental Plan.

5.2.2 The employer will pay the same percentage of the cost of dental premiums of the contractor as it pays for established employees.

### **5.3 Community Allowance**

Effective April 1, 1989

Carcross \$ 350.00

Haines Junction and Teslin \$ 600.00

Carmacks, Watson Lake, Beaver Creek,

Dawson City, Destruction Bay, Elsa,

Mayo, Pelly Crossing, Ross River,

Faro \$1,000.00

Swift River, Stewart Crossing \$1,400.00

Old Crow - single status	\$2,673.00
- married status	\$4,536.00

NOTE: The foregoing does not apply to an employee who is in receipt of free room and board.

## **APPENDIX A**

### **TERMS AND CONDITIONS OF CONTRACT EMPLOYMENT**

#### 1. Hours of Work:

(a) The normally scheduled hours of work shall be \_\_\_\_\_ hours per scheduled work day, exclusive of a meal break.

(b) The normally scheduled work week shall be \_\_\_\_\_ hours per week.

#### 2. Overtime:

(I) Where the contractor is required to work in excess of \_\_\_\_\_ hours per day on a normally scheduled work day he/she shall be compensated for hours of overtime worked on a regular working day at the rate of time and one-half (1½ T) for the first four (4) hours worked and double (2T) thereafter, subject to the following conditions:

(a) All overtime work must be authorized in advance by the employer; and

(b) The contractor does not control the duration of the overtime worked.

(II) Should the contractor be scheduled to work on a day of rest or on a designated paid holiday, the contractor shall receive overtime pay in the same manner as for established employees.

#### 3. Pay

(a) The contractor shall be paid in the same manner and in accordance with the same schedule as that provided for established employees.

(b) The contractor shall be paid for services rendered in accordance with the incremental scale provided for in this contract and the rules that apply in the application of salary scales for established employees of the Yukon government shall apply to the contractor, including merit increases where his/her conduct and performance have been satisfactory.

#### 4. Designated Paid Holidays

The contractor shall be entitled to the following paid holidays:

(a) New Year's Day

(b) National Heritage Day

(c) Good Friday

(d) Easter Monday

(e) The day fixed by proclamation of the governor in council for the celebration of the birthday of the Sovereign.

(f) Dominion Day

(g) Discovery Day

(h) Labour Day

(i) Thanksgiving Day

(j) Remembrance Day

(k) Christmas Day

(l) Boxing Day

#### 5. Vacation Leave

The contractor who has received pay for at least ten (10) days in each calendar month shall earn vacation leave credits for that month at the following rate:

#### Years of Continuous Service Monthly Accrual Rate

In the first and subsequent 1 2/3 days

#### 6. Special Leave

The contractor shall earn special leave credits at the rate of one-half (1/2) day for each calendar month in which he/she has received ten (10) days pay.

Such credit may be used in accordance with the rules relating to special leave which are applicable to established employees.

#### 7. Sick Leave

(I) The contractor shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he/she received at least ten (10) days pay.

(II) All unused sick leave credits shall be carried over from one year to the next and shall be accumulated for the length of the contract.

#### (III) Granting of Sick Leave

The contractor shall be granted sick leave with pay when he/she is unable to work because of illness, injury or quarantine provided that:

- (a) He/she satisfies the employer of this condition in such manner and at such time as may be determined by the employer; and,
- (b) He/she has the necessary sick leave credits.

#### 8. Relocation Costs

The employer may, subject to the Management Board Directive on Relocation, pay to an approved moving company the costs involved in relocating the contractor from his/her residence to his/her place of employment.

#### Completion of the Contract

Subject to the successful completion of the contract and the Deputy Minister of the employing department certifying that the contract has been completed to his/her satisfaction, the employer shall pay to an approved moving company:

- (a) the cost of removing the goods and effects of the contractor to a maximum of the weight of the goods and effects removed in the initial hire of the contractor - the distance not to exceed the distance between the original point of hire and the place of employment of the contractor; or, in the alternative,
- (b) a sum of money equal to that expended by the employer in the relocation of the contractor and his/her family to the Yukon.

#### 9. Medicare and Supplementary P.S.H.C.P. Premiums

The employer will pay the same percentage of the cost of Medicare and Supplementary P.S.H.C.P. premiums of the contractor as it pays for established employees.

#### 10. Dental Plan

- (a) The effective date of the Dental Plan is April 1, 1988.
- (b) Contract employees become eligible for dental coverage in accordance with the criteria specified in the plan.

#### 11. Community Allowance

Effective April 1, 1989:

- (a) An employee whose headquarters area (area in which the position is established) is Carcross, shall receive an annual community allowance of Three Hundred and Fifty Dollars (\$350.00);
- (b) An employee whose headquarters area is Haines Junction or Teslin shall receive an annual community allowance of Six Hundred Dollars (\$600.00);
- (c) An employee whose headquarters area is Carmacks, Watson Lake, Beaver Creek, Dawson City, Destruction Bay, Elsa, Mayo, Pelly Crossing, Ross River, or Faro, shall receive an annual community allowance of One Thousand Dollars (\$1,000.00);
- (d) An employee whose headquarters area is Swift River or Stewart Crossing shall receive an annual community allowance of One Thousand and Four Hundred Dollars (\$1,400.00);
- (e) An employee whose headquarters area is Old Crow shall receive an annual community allowance of Two Thousand Three Hundred Seventy-Three Dollars (\$2,373.00) for single status, Four Thousand Five Hundred Thirty -Six Dollars (\$4,536.00) for married status;
- (f) To be paid annually for those employees on strength at the beginning of the year and monthly for those who are not, and shall be pro-rated for part-time employees.