

GOVERNMENT OF YUKON

SECTION "M"

CONDITIONS OF EMPLOYMENT

MANAGEMENT PLAN

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1. GENERAL

a) Authority

Section M is issued by the Public Service Commissioner with the approval of Cabinet pursuant to the Public Service Act.

b) Purpose

This plan governs the terms and conditions of employment for public servants appointed to the managerial (MG), legal officer (LE) and deputy minister (DM) groups. This plan is to be read in harmony with policies of general application to the public service.

c) Conflict of Policies

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

d) Review and Amendment

Commencing April 1, 2005, and at minimum every three years thereafter, Section M will be reviewed, recommendations made to the Public Service Commission, and any amendments recorded in bold herein.

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 includes 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.

“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” – 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.

“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.

“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.

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“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. SALARY ADMINISTRATION

a) Objectives

The main objectives of the pay plan for managers are:

- i) to provide monetary recognition of individual contributions to departmental objectives and programs;*
- ii) to provide for meaningful differentials between salary levels; and,*
- iii) to facilitate career development through discretionary salary treatment.*

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.

Except as provided below, the Public Service Commission shall, in consultation with the hiring department, 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 (whether within management or into a bargaining unit) with a lower annual salary maximum than the annual salary maximum of the manager's previous position, to determine the appropriate annual salary within the new lower range consideration will also be given to the:

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

Where a member of a bargaining unit is appointed into a management position with a lower annual salary maximum, then the collective agreement rules on pay administration will apply to determine the appropriate annual salary within the new lower salary range.

Part-time Manager

For administrative purposes, a part-time manager's annual salary 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. Unless otherwise specified, part-time managers will have their benefits prorated in the same fashion as provided for YGEU bargaining unit employees.

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, in consultation with the hiring department, may 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

i) Within Management

Higher: *When a management position is reclassified higher, the annual salary for the manager shall be determined using the criteria specified for Salary on Appointment as above.*

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.*

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ii) Outside Management

- a) *Where a bargaining unit position is reclassified into management then the annual salary of the new manager will be determined in accordance with the pay treatment on reclassification in the Collective Agreement;*
- b) *Where a management position is reclassified into the bargaining unit, then the annual salary of the employee will be determined as follows:*
 - i) *if the new classification has a higher annual salary maximum, then the annual salary of the employee will be in accordance with Salary on Appointment above; or,*
 - ii) *if the new classification has a lower annual salary maximum but the employee's annual salary is above that maximum, then the employee's annual salary remains the same until such time as the salary range for the new position catches up to the employee's annual salary, at which time employee commences receiving salary treatment in accordance with the new salary range; or,*
 - iii) *if the new classification has a lower annual salary maximum but the employee's annual salary is below that maximum, the employee will be granted performance payments and economic adjustments in accordance with the applicable collective agreement provided such increases do not bring the employee's annual salary above the maximum of the new range.*

f) Economic Salary Adjustment

Economic salary adjustments are periodic adjustments to salary ranges and:

- i) *will normally be applied, at a time and manner as determined by the Commissioner in Executive Council on the recommendation of the Public Service Commissioner; and,*
- ii) *will normally be applied to staff in accordance with the Public Service Act Regulation on salary protection as appropriate.*

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.

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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.

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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.

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 October 1 to September 30 of each year. The effective date of any performance pay shall be October 1 each year. If a supervisor is withholding performance pay from a manager, the manager must be so advised in writing prior to October 1.

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 and/or a cash payment where applicable.

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Managers at the maximum of their annual salary range on October 1 are eligible for a cash payment where applicable 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 or adoption leave.

Where a manager's anniversary date predates October 1 by 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.

Where a manager's anniversary date predates October 1 by 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.

Managers 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 because, at that time, s/he was at the maximum of his/her salary range then the performance pay will reflect a full twelve (12) months of performance.

i) Levels of Performance

i) Unsatisfactory Performance

This level applies to a manager whose performance, during the period under review, did not meet the basic requirements of the job. Deficiencies in performance were due to lack of ability or willingness to perform.

ii) Marginally Satisfactory Performance

The level applies to a manager whose performance, during the period under review, did not meet the full requirements of the job. Expected performance was not consistently demonstrated, or there was a clear need for improvement in certain areas.

iii) Fully Satisfactory Performance

This level applies to a manager whose performance during the period under review met the full requirements of the job. Assessment at this level recognizes a job well done by a capable manager.

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iv) Superior Performance

This level applies to a manager whose performance, during the period under review, clearly exceeded job requirements in some key areas. The manager's achievements resulted from superior skills and considerable effort, and made a substantial contribution to the achievement of departmental goals. This level may also be applied, on occasion, to managers who have demonstrated a consistently satisfactory level of performance over a number of years.

v) Outstanding Performance

This level applies to a manager whose performance has significantly exceeded job requirements. The manager's achievements will reflect exceptional ability and effort resulting in outstanding contribution to the government and people of the Yukon. An employee's performance may be assessed at this level because of contributions made in the year under review, or to reward dedicated and exemplary performance over a substantial period.

vi) Types & Quantum of Performance Pay

Performance pay shall be provided as:

- a. *an increase to annual salary resulting in upward movement through the salary range provided as a percentage of annual salary as follows:*

Performance:

<i>Unsatisfactory:</i>	<i>0%</i>
<i>Marginally Satisfactory: up to</i>	<i>2%</i>
<i>Fully Satisfactory: between</i>	<i>2 - 4%</i>
<i>Superior:</i>	<i>4%</i>
<i>Outstanding:</i>	<i>4%</i>

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

and/or,

- b. *a cash payment awarded only to superior or outstanding performers as follows:*

Superior performance: *a lump sum payment not exceeding 3% of the manager's annual salary, prior to the provision of any performance increase in annual salary.*

Outstanding performance: *a lump sum payment not exceeding 6% of the manager's annual salary, prior to the provision of any performance increase to annual salary.*

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vii) Authorization of Performance Pay

Deputy Ministers are responsible for:

- a. authorizing all increases to annual salary;*
- b. authorizing cash payments for superior performance; and,*
- c. recommending outstanding performers and cash payments for outstanding performance.*

The Public Service Commissioner shall consider all recommendations of outstanding performance and make referrals to Cabinet for determination.

Cabinet shall determine the managers to be rewarded for outstanding performance and the amount of the cash payment. Cash payments at this level shall be designated "meritorious awards" for outstanding contributions to the Government of Yukon.

4. 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, which must be claimed within a twelve (12)-month period from the date upon which the manager becomes eligible for the Bonus.

d) Part-time Managers

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

e) Unclaimed Bonus is Forfeit

A manager who does not claim the Yukon Bonus in the manner prescribed by the Public Service Commission within the period identified above shall lose his/her entitlement to the Bonus.

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, or adoption 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.

5. COMMUNITY ALLOWANCE AND TRAVEL BONUS

a) Entitlement

A manager whose headquarter 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, Community Allowance shall be paid on a prorated biweekly basis. The value of the Community Allowance shall be as set out in the Collective Agreement between the Government of Yukon and the Public Service Alliance of Canada/Y.G.E.U. The Community Allowance shall not be paid to managers who are in receipt of free room and board.

c) Travel Bonus

The entitlement to Travel Bonus for managers shall be as set out for bargaining unit members in the Collective Agreement between the Government of Yukon and the Public Service Alliance of Canada/Y.G.E.U.

6. 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) Alternate Hours of 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.

7. 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.

8. LEAVES OF ABSENCE

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. *Effective July 1, 2002, "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

Effective July 1, 2002, 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 subject to the approval of the Public Service Commissioner.

Managers who wish to be paid out earned but unused vacation or long service leave should indicate their intention in writing to the Public Service Commission on or before March 31 of each year.

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.*

b) Travel Status Leave (TSL)

i) Entitlement

Effective July 1, 2002, 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

Effective July 1, 2002, 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.

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.

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ii) Use of PNL

PNL may be used for the following purposes:

- a. either upon bereavement or imminent bereavement of an immediate family member;*
- b. to care for an ill family member who is dependent upon the manager for care;*
- c. on the occasion of the manager's marriage;*
- d. for the manager's medical appointments;*
- e. leave on the birth of the manager's child where the manager is not accessing maternity, paternity leave;*
- f. leave on the adoption of a child by the manager where the manager is not taking adoption leave;*
- g. to allow the manager to engage in emergency volunteer services;*
- h. to allow the manager to attend parent/teacher interview; and/or,*
- i. other times when the manager is prevented from reporting for duty because of circumstances not directly attributable to the manager.*

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 triggering event and subsequent length of leave.

iii) 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.

iv) 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.

v) 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.

vi) 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.

vii) Unused PNL

At no time will unused PNL be “paid out.”

viii) Transition

Any special leave a manager has in his/her bank as of July 1, 2002, will be converted to PNL.

d) Maternity/Paternity/Adoption Leave

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.

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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.

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

Maternity, paternity and adoption leave after the birth or adoption of a child utilized by a manager-couple shall not exceed a total of twenty-six (26) weeks for both managers combined, and the leave shall be taken in a single continuous period by each of the managers. Both managers 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 maternity, paternity or adoption 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:

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- 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.*

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 s/he 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 contiguous 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) No Allowance during Parental Leave

A manager is not entitled to an SEIB allowance with respect to any period of parental leave.

iv) Notice of Return to Work

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

v) Impact on Continuous Service

Parental leave without pay shall be counted in the calculation of "continuous service" for the purpose of calculating severance and vacation leave entitlement. Time spent on such leave shall be counted for performance pay purposes.

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.*

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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 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:

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- (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;*

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 such reasonable period as may be determined by the Employer 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 he 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 summoned 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.

9. **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. 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 plan is mandatory unless the manager can show proof of participation in another plan. 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

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

Effective October 1, 2002, 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

10. PENSION

The pension 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.

11. CONFLICT OF INTEREST

a) Obligation to know Conflict of Interest

Managers are expected to familiarize themselves with all legislative and policy authorities governing conflicts of interest. Conflict of Interest authorities include those listed at Appendix A.

b) Obligation to Resolve Conflicts of Interest

Managers have an obligation to ensure that their outside activities and interests do not place them in an actual or perceived conflict of interest with their public service. It is in the interest of the Yukon public that all managers prevent any actual or perceived conflicts of interest from arising, and to take steps immediately to resolve such situations when they arise.

c) Discipline for Failure to Adhere

Contravening or ignoring the conflict of interest authorities of the Government of Yukon may be just cause for the discipline of a manager.

d) Political Activity & Political Leave

Refer to Part 9 of the Public Service Act

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

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

Addressing complaints of harassment can be a complex and difficult procedure, which often requires a manager to respond to a complaint. 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 on responding to the complaint. Managers may be provided representation through, and subject to, the Government of Yukon's Indemnification Policy.

Joint representation of the Government of Yukon and the manager is preferable unless there appears to be a conflict of interest between the position of the Government of Yukon and that of the manager. Where it is inappropriate for representation to be provided through the Legal Services Branch, formal application under the Indemnification Policy may be made.

14. SEVERANCE

a) Entitlement

Severance is payable upon termination of employment in certain circumstances as listed below.

Effective July 1, 2002, “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.

i) Lay-off

A manager who has one or more years of continuous service and who is laid off is entitled to severance equal to:

a. on first lay-off, two (2) times the manager’s weekly salary for the first completed year of continuous service and one (1) X’s the manager’s weekly salary for each succeeding completed year of continuous service to an amount not greater than thirty (30) weeks salary.

b. on second or subsequent lay-off, 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 twenty-nine (29) weeks salary.

In no case shall the total amount of severance pay equal more than thirty (30) weeks salary.

ii) Resignation

A manager with five (5) or more years of continuous service and who resigns is entitled to receive severance equal to one-half (1/2) 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 twenty-eight (28) weeks salary.

iii) Release for Illness/Incapacity

A manager who is released for reason of ill health is entitled to severance as if the manager had resigned.

iv) Abandonment or Dismissal

A manager who was appointed to management prior to July 1, 2002 and who has five or more years of continuous service at the time s/he is dismissed or abandons his/her position, is entitled to severance as if the manager had resigned.

A manager who was appointed to management on or after July 1, 2002 and who is dismissed or abandons his/her position, is not entitled to severance.

v) Rejection on Probation

A manager, with one or more years of continuous service, who is rejected on probation shall be entitled 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 twenty-nine (29) weeks salary.

vi) Retirement

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

- a. retires; and,*
- b. is entitled to an immediate pension benefit from the pension plan applicable to Government of Yukon*

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.

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

i) Rejection on Initial Probation or Lay-off

The employer will pay removal expenses, in accordance with the employer's policy, for managers who are rejected on probation during their initial probationary period, or who are laid off provided:

- a. where rejected on probation the manager initially received relocation expenses from the Government of Yukon on hire and the manager certifies his/her intention to leave the manager's headquarters area; or,*

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- b. where laid off, the manager certifies his/her intention to leave his/her headquarters; and,

in both cases,

- i. *the manager submits a claim for the removal costs to the employer; and,*
- ii. *the distance is not greater than from the manager's original point of hire to his headquarters area.*

ii) Transfer

The employer will pay removal expenses, in accordance with the employer's policy, in the following circumstances:

- a) *the employer directs the manager to transfer from one headquarters area to another; or,*
- b) *the manager requests and, at the discretion of the employer is granted, a transfer from one headquarters area to another.*

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 judgement 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.

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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

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 Deputies.

i) Severance for Release Without Cause

The Severance Policy for Deputy Heads applies to all Deputies 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, the terms of the contract shall apply.

j) Severance for Retirement for Age

- i. A Deputy Minister is entitled to receive severance pay on retirement from the Yukon Public Service, provided the Deputy Minister is entitled, and makes application, to receive an immediate annuity or an immediate annual allowance 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) 5 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:**

Weekly rate of pay on termination X number of completed years of YTG continuous service, less any period for which the Deputy Minister was granted severance pay.
 - 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 employee was granted severance pay.

Section M – Part 15 - Deputy Ministers

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 Y.T.G. 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:

<i>Benefits</i>	<i>Section 9</i>
<i>Long Service Vacation Leave</i>	<i>Section 8</i>
<i>Leaves of Absence</i>	<i>Section 8</i>

APPENDIX A -Conflict of Interest Authorities

- (a) *For general conflict of interest situations, see Policy 3.39, Conflict of Interest, Volume III, General Administration Manual.*
- (b) *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.*
- (c) *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.*
- (d) *For conflicts arising out of a manager's outside employment, see Policy 3.4, Outside Employment Activities, Volume III, General Administration Manual.*
- (e) *For conflicts of interest when a manager is engaging in political activity, see Public Service Act, s.167ff.*
- (f) *For conflicts arising in the receipt of gifts, see Policy 1.6, Gift Policy, Volume III, General Administration Manual.*
- (g) *For conflicts arising in the recruitment process, see Chapter 10, Staffing Manual, Public Service Commission (website).*
- (h) *For conflicts arising in the supervision of family members, see Policy 3.5, Recruitment and Orientation Policy, Volume III, General Administration Manual.*
- (i) *For conflicts arising when publicly expressing work-related opinions, see Policy 1.4, Speaking and Writing for Publication, Volume 1, General Administration Manual.*
- (j) *For Deputy Minister disclosure requirements, see Part 13, Conflict of Interest, Public Service Act, section 212ff.*
- (k) *For indemnification of Deputy Ministers during a Conflict of Interest Inquiry, see Policy 3.57, Indemnification for Deputies, Conflict of Interest Inquiries, Volume III, General Administration Manual.*

Appendix B – Pay Grids

Deputy Ministers, Managers, and Legal Officers Salary Grid						
Effective April 28, 2004						
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hours Min	37.5 Hours Max
DM00	121,622	157,967	4,661.99	6,055.16	62.16	80.74
LE01	60,573	90,217	2,321.87	3,458.18	30.96	46.11
LE02	74,900	97,267	2,871.05	3,728.42	38.28	49.71
LE03	81,194	105,447	3,112.31	4,041.97	41.50	53.89
MG01	51,131	66,405	1,959.94	2,545.42	26.13	33.94
MG02	53,886	69,983	2,065.55	2,682.57	27.54	35.77
MG03	56,956	73,967	2,183.23	2,835.29	29.11	37.80
MG04	60,573	78,670	2,321.87	3,015.56	30.96	40.21
MG05	64,669	83,983	2,478.88	3,219.22	33.05	42.92
MG06	69,469	90,217	2,662.87	3,458.18	35.50	46.11
MG07	74,900	97,267	2,871.05	3,728.42	38.28	49.71
MG08	81,194	105,447	3,112.31	4,041.97	41.50	53.89
MG09	88,435	114,848	3,389.87	4,402.33	45.20	58.70
MG10	96,699	125,580	3,706.65	4,813.71	49.42	64.18

Deputy Ministers, Managers, and Legal Officers Salary Grid						
2.5% Increase to Salaries and Grid						
Effective January 1, 2005						
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hours Min	37.5 Hours Max
DM00	124,663	161,916	4,778.56	6,206.53	63.71	82.75
LE01	62,087	92,472	2,379.91	3,544.62	31.73	47.26
LE02	76,773	99,699	2,942.85	3,821.64	39.24	50.96
LE03	83,224	108,083	3,190.13	4,143.02	42.54	55.24
MG01	52,409	68,065	2,008.93	2,609.05	26.79	34.79
MG02	55,233	71,733	2,117.18	2,749.66	28.23	36.66
MG03	58,380	75,816	2,237.81	2,906.16	29.84	38.75
MG04	62,087	80,637	2,379.91	3,090.96	31.73	41.21
MG05	66,286	86,083	2,540.86	3,299.72	33.88	44.00
MG06	71,206	92,472	2,729.45	3,544.62	36.39	47.26
MG07	76,773	99,699	2,942.85	3,821.64	39.24	50.96
MG08	83,224	108,083	3,190.13	4,143.02	42.54	55.24
MG09	90,646	117,719	3,474.62	4,512.38	46.33	60.17
MG10	99,116	128,720	3,799.29	4,934.07	50.66	65.79

Deputy Ministers, Managers, and Legal Officers Salary Grid						
3.0% Increase to Salaries and Grid						
Effective January 1, 2006						
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hours Min	37.5 Hours Max
DM00	128,403	166,773	4,921.92	6,392.71	65.63	85.24
LE01	63,950	95,246	2,451.32	3,650.95	32.68	48.68
LE02	79,076	102,690	3,031.13	3,936.29	40.42	52.48
LE03	85,721	111,325	3,285.84	4,267.29	43.81	56.90
MG01	53,981	70,107	2,069.19	2,687.33	27.59	35.83
MG02	56,890	73,885	2,180.70	2,832.15	29.08	37.76
MG03	60,131	78,090	2,304.93	2,993.33	30.73	39.91
MG04	63,950	83,056	2,451.32	3,183.69	32.68	42.45
MG05	68,275	88,665	2,617.10	3,398.69	34.89	45.32
MG06	73,342	95,246	2,811.33	3,650.95	37.48	48.68
MG07	79,076	102,690	3,031.13	3,936.29	40.42	52.48
MG08	85,721	111,325	3,285.84	4,267.29	43.81	56.90
MG09	93,365	121,251	3,578.85	4,647.77	47.72	61.97
MG10	102,089	132,582	3,913.26	5,082.11	52.18	67.76