

GOVERNMENT OF NUNAVUT

APPOINTMENT, COMPENSATION AND BENEFITS

DEPUTY HEAD EMPLOYMENT AND COMPENSATION TERMS

HISTORY AND SCOPE OF TERMS

These Deputy Head Employment and Compensation Terms and its appendices provide the terms and conditions of employment, including remuneration and benefits, for Nunavut Deputy Heads including heads of identified Nunavut Territorial Corporations and Institutions.

Deputy Minister employment under the Office of the Interim Commissioner was by individual contract. The first Deputy Minister Employment and Compensation Terms was effective from December 1, 1999. The second version of the Terms was effective from April 1, 2002. The third version was effective from April 1, 2005. The fourth version was effective from January 1, 2013. This fifth version is effective From March 1, 2015. This is a public document.

OBJECTIVE

The objective of these Deputy Head Employment and Compensation Terms is to provide equitable and understandable employment and compensation terms for Deputy Heads. The terms should be applied equally and still be capable of accommodating circumstances and requirements that may be unique to Nunavut and/or individual Deputy Heads. The terms should balance the public interest with the individual needs and security of the Deputy Head.

GENERAL PRINCIPLES

The compensation terms are based on the following principles:

1. Deputy Heads should be recognized and compensated as the most senior and responsible managers within a modern and professional public service.
2. The compensation terms should reflect fiscal responsibility and public accountability.
3. The compensation terms should reflect simplicity and ease of administration.
4. Compensation should be sufficient to attract and retain highly qualified individuals, without becoming the primary motivating factor for Deputy Head employment.
5. Compensation should be compatible with that provided by other territorial/provincial governments and the federal government, taking into account differing scales of operation and levels of responsibility existing in larger and smaller jurisdictions.
6. Compensation should be compatible with that provided by other major employers in Nunavut.
7. Compensation should be compatible with and a logical extension of the system and levels in place for other management employees in the Government of Nunavut.

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8. The compensation terms should be flexible to accommodate and adjust for significant and unique Nunavut circumstances – including a new and evolving government organization and systems, northern cost of living, and decentralization.
9. The compensation terms should establish and maintain consistency, equity, and predictability among Deputy Heads; terms and conditions should be standardized and transparent, while remaining sufficiently flexible to accommodate limited but legitimate individual needs and circumstances.
10. The compensation terms should recognize and provide for reasonable differences in Deputy Head compensation levels to reflect corresponding differences in expertise, marketability, seniority, and departmental responsibility.
11. The compensation terms should include performance or “at risk” pay as a significant, but reasonable and manageable portion of total compensation.
12. The compensation terms should provide reasonable security of compensation and tenure, while preserving government discretion to transfer, and otherwise effectively manage Deputy Heads within the system.

SCOPE

These Terms apply to all Deputy Heads employed by the Government of Nunavut.

Any person appointed to a position as an Acting Deputy Head continues to be governed by the Manager’s Handbook and the general policies of the Government of Nunavut and not by these Terms.

DEFINITIONS

“*Acting Deputy Head*” means the person designated by the Minister responsible for the Department or the Premier to act as Deputy Minister.

“*Department*” means a division of the Public Service as defined by the *Public Service Act*.

“*Deputy Head*” includes both a person defined as a “Deputy Head” under the *Public Service Act* and those heads of corporations and institutions listed in Appendix “C”.

“*GN*” means the Government of Nunavut and includes its agents, boards and corporations and assigns and successors.

“*Senior Managers’ Handbook*” means the terms approved from time to time by Cabinet for employment of Senior Managers in the Public Service.

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“*Prior Continuous Service*” means service with the GN or its predecessor considered continuous at the Assistant Deputy, Acting or other level, consistent with the definition and entitlement provided in the Senior Managers’ Handbook. It does not include service as a Deputy Head.

“*Public Service*” means the Nunavut Territorial Public Service.

“*Senior Personnel Secretariat*” means the committee of Cabinet chaired by the Premier which advises the Premier on the objective of a representative public service, the relationship between the Premier and the senior employees of the GN, and the compensation, evaluation and duties of senior members of the public service. The Secretary to Cabinet is Secretary to the Senior Personnel Secretariat.

“*Terms*” means these Deputy Head Employment and Compensation Terms.

INTERPRETATION

Any questions regarding application or interpretation of these Terms will be determined by the Senior Personnel Secretariat.

SENIOR MANAGEMENT POLICIES

The provisions of the Senior Manager’s Handbook apply to Deputy Heads only where the matter provided for in that Handbook is not provided for in these Terms. In the event of any conflict between the Senior Managers’ Handbook and these Terms, these Terms prevail.

CONFIDENTIALITY AND CONFLICT OF INTEREST

Every Deputy Head is required to take an *Oath of Office and Secrecy* as set out in the Senior Managers’ Handbook.

The duties of a Deputy Head do not permit the active pursuit of any other business or occupation.

GN policies with respect to confidentiality and conflict of interest apply to Deputy Heads. Due to the nature and seniority of their positions, Deputy Heads are held to a very high standard with respect to confidentiality and conflict of interest.

The Nunavut Public Service Code of Values and Ethics requires Each Deputy Head to periodically file a confidential disclosure report in the prescribed form. The confidential disclosure report must disclose all assets, debts, business interests, sources of income, etc., of the Deputy Head, his or her spouse and dependent children and any private company of which the Deputy Head is a majority shareholder or owner.

The confidential disclosure report will be submitted to the Secretary to the Senior Personnel Secretariat within 30 days of signing of the contract, and then annually on a date set by the Integrity Commissioner. In between those filing dates the Deputy Head must report any change

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that would significantly alter the information in the confidential disclosure report. The Deputy Minister must report such a change within 30 days of its occurrence.

Upon receiving the confidential disclosure report the Secretary to Senior Personnel Secretariat shall deliver it to the Integrity Commissioner. The Integrity Commissioner will review and assess these disclosure statements and report his findings directly to the Premier.

If the Premier determines that any activities or holdings conflict with the Deputy Head's obligations to the GN, the Deputy Head will be so advised in writing and requested to cease the business activity or place in an appropriate trust those assets identified by the Premier.

Notwithstanding the Terms, during the term of his or her appointment, a Deputy Head may engage in volunteer or community activities in which GN funds or interests are directly or indirectly involved. However, when engaged in volunteer or community activities, a Deputy Head must respect his or her duty to avoid conflicts of interest with the GN and to respect GN confidentiality requirements.

For greater certainty, a Deputy Head may not speak publicly or act as a spokesperson for any agency other than the GN or act in a manner that would lead someone to believe that the Deputy Head is acting as an agent of any other organization other than the GN.

If, during his or her term of employment, a Deputy Head is offered a volunteer or community position, he or she must bring this to the attention of the Premier who will determine whether the position violates the provisions of the Deputy Head Employment and Compensation Terms and, if it does violate those provisions, whether the Deputy Head may accept the position and on what terms.

Deputy Heads will avoid personal financial activities, including investment in Nunavut-related enterprises, where personal financial decisions could reasonably be considered to have been impacted by or based on information received or obtained through their employment where such information is not generally available to the public.

After their term of employment Deputy Heads will be bound by any guidelines that may be implemented by the GN restricting the Deputy Head's business and financial activities for a reasonable period of time.

HIRING AND APPOINTMENT

The hiring, compensation, terms of work, benefits and termination of Deputy Heads are the prerogative of the Premier and are determined by the Senior Personnel Secretariat on his behalf, consistent with these Terms.

These Terms will be incorporated in any letter of offer to a Deputy Head and upon acceptance by the Deputy Head become binding upon the Deputy Head and the GN. Every Deputy Head will receive an appointment by the Commissioner in Executive Council, on the recommendation of the Premier, under authority of the *Public Service Act*.

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Persons holding a position at the Deputy Head level, to which these Terms apply, are appointed in the same manner as Deputy Heads. Where statute provides otherwise, the appointment will be made as provided by statute, upon the recommendation of the Premier to Cabinet and implemented by the Commissioner or Minister responsible.

Term of appointment

The term of appointment of a Deputy Head under these Terms shall be “at pleasure”, unless otherwise determined by the letter of offer.

The Premier may choose to appoint a Deputy Head on an acting basis for a fixed or indeterminate period.

Where the acting period is followed directly by full appointment as a Deputy Head, the initial date of appointment as Acting Deputy Head will constitute the beginning of service as a Deputy Head, for the purpose of calculating pension, supplementary retirement benefits, and severance entitlement.

Deputy Heads are not required to serve a probationary period upon appointment.

Reassignment

A Deputy Head may be reassigned to another Department as a Deputy Head at the discretion of the Premier, unless otherwise provided by letter of offer. In cases of reassignment, the experience and the interests of the Deputy Head will be taken into account.

In the event that a Deputy Head declines a reassignment, the Deputy Head will be considered to have resigned, and will be entitled to all consideration as a resigning employee.

REMUNERATION

Salary

Deputy Heads are remunerated within the following senior managers’ pay bands effective October 1, 2011:

Pay Band 19: Culture and Heritage, Environment, Economic Development and Transportation, Nunavut Housing Corporation, Nunavut Arctic College, Qulliq Energy Corporation

Pay Band 20: Finance, Human Resource, Justice, Community and Government Services, Education, Health and Social Services (Health, Family Services)

Pay Band 21: Executive and Intergovernmental Affairs

or as may be determined by the Senior Personnel Secretariat.

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Salary for a Deputy Head shall be fixed within a pay band based on the experience and skills of the Deputy Head as well as the responsibilities of the position, size and complexity of the department.

Where an acting period is followed directly by full appointment as a Deputy Head, the salary for a Deputy Head shall not be less than the acting salary earned before full appointment.

Salary Adjustments

Periodic economic adjustments are approved across-the-board in the senior managers' salary grid.

Performance Pay

Effective April 1, 2013, Senior Personnel Secretariat may annually adjust the salary of a Deputy Head based on performance. These adjustments may come in two different ways or a combination thereof:

- a. merit pay – an annual adjustment to the salary based on the employee's performance equivalent to the annual adjustment approved for Senior Managers; and
- b. bonus pay – a performance-based lump sum payment that does not form part of the employee's salary but is considered pensionable salary equivalent to at least double the bonus pay approved for Senior Managers.

Deputy Heads may be remunerated with Performance Pay, based on the previous year's performance, according to an evaluation conducted pursuant to the criteria and process described in Appendix "A".

Performance Pay shall be calculated annually and paid on or after July 1 of the year of award.

Maximum performance pay awards for all DMs in any year shall not exceed 75% of the maximum cumulative individual entitlements for that year.

Northern Allowance

An annual allowance set out in the Deputy Head's letter of offer based on the location of employment and the Northern Allowance offered to GN Management Employees is payable quarterly in advance. A Deputy Head may elect to have the standard Northern Allowance paid bi-weekly if he or she so elects.

A Deputy Head may exercise the option of allocating this allowance, together with any additional amount which he or she elects to transfer from his or her salary, up to a maximum of 15% of his or her annual base salary, as his or her Northern Allowance.

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Entertainment and Vehicle Allowance

An annual allowance of \$3,000, is payable quarterly in advance, without receipt, to Deputy Heads for the purposes of compensating for the entertainment obligations of the position as well as for the use of the Deputy Head's private vehicle or other transportation means, for government purposes.

Deputy Heads using a private vehicle for government business are solely responsible for use and insurance of such vehicles.

In the event of a tax audit, it is the responsibility of the Deputy Head to ensure that he or she has adequate proof of his or her expenditures.

Bilingual Allowance

If a Deputy Head has the ability to use two or more official languages in his or her position, the Deputy Head is entitled to the same bilingual allowance, payable bi-weekly, as provided to other managers with the GN.

Duty Travel

Deputy Heads are entitled to be reimbursed for reasonable expenses incurred while traveling on government business, at the rates set out in the Senior Managers' Handbook.

Leave

Deputy Heads are entitled to the same forms of leave as are available to other managers with the GN on the same terms, except winter bonus days and leave in lieu of overtime which are not available to Deputy Heads.

Annual Leave

Deputy Heads are entitled to 5 weeks annual leave. Annual leave shall be approved in advance by the Minister responsible.

Unused annual leave may be accumulated to a maximum of four years. When, on March 31 of any year, accumulated annual leave exceeds 20 weeks, any entitlement over 20 weeks shall be liquidated by being paid to the Deputy Head.

Where a Deputy Head has a grandfathered entitlement to annual leave which exceeds the level of annual leave provided in these Terms, that annual leave entitlement will be retained and the number of managerial leave days will be reduced accordingly,

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Managerial Leave

Deputy Heads are entitled to 10 days per year for managerial leave purposes. Managerial leave is meant to compensate for the long work hours and high stress.

Unused managerial leave may be carried over to the next fiscal year up to a maximum of 50 days.

Sick Leave

Deputy Heads are entitled to the same sick leave benefits as are available in the GN Managers as set out in the Senior Managers' Handbook. Sick leave must be approved by the Minister responsible.

Unused sick leave may be carried over from year to year.

Medical Travel Assistance

Deputy Heads are entitled to the same medical travel assistance benefits as are available to other managers in the GN Managers as set out in the Senior Managers' Handbook.

Pensions

Deputy Heads are members of the Federal Public Service Superannuation Plan. The plan is more fully described in the Senior Managers' Handbook. In addition to the benefits payable under the Public Service Superannuation Plan, for each year served, the Deputy Head will earn the supplementary pension described in Appendix "B".

Insurance

Deputy Heads are entitled to the same life, medical, dental, long-term disability, accidental death and dismemberment, and supplementary insurance benefits provided to other GN Managers as set out in the Senior Managers' Handbook.

Indemnity

Deputy Heads are indemnified and will be saved harmless for all acts undertaken on behalf of the GN, its agents and employees, which are or were reasonably within the scope of their authority.

In the event that a legal action is commenced or threatened against the Deputy Head the terms of Appendix D apply.

Removals

Deputy Heads are entitled to be reimbursed for the reasonable costs of displacement and removal upon hire. Reasonable removal assistance will also be provided upon termination.

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TERMINATION

For Cause

When the employment of a Deputy Head is terminated for cause, the Deputy Head is not entitled to any Termination Pay or to any election of service, but is entitled to:

Any entitlement acquired for prior continuous service, as confirmed at time of hire, and not earlier paid, and any outstanding annual and managerial leave entitlement, all paid as a lump sum; PLUS

Any entitlement to removal as contained in the letter of offer, or these Terms.

Resignation or Retirement

When the employment of a Deputy Head is terminated by resignation or retirement from the GN, the Deputy Head is entitled to a payment, to be considered Termination Pay, in addition to any outstanding annual and managerial leave entitlement, of:

Any entitlement acquired for prior continuous service, as confirmed at time of hire, and not earlier paid; PLUS

One additional month of Salary for each full and consecutive year of service as a Deputy Head with the GN immediately prior to termination.

Death

When the employment of a Deputy Head is terminated by the death of the Deputy Head, the Deputy Head's estate shall be entitled to the same payments as if the Deputy Head had resigned or retired from the public service

Other Reasons

When the employment of a Deputy Head is terminated by the GN for reasons other than cause, death, resignation or retirement from the GN, the Deputy Head shall be entitled to a severance payment, to be paid as a lump sum, determined as follows:

Any entitlement acquired for prior continuous service, as confirmed at time of hire, and not earlier paid; PLUS

Six month's Salary; PLUS

One additional month of Salary for each full and consecutive year of service as a Deputy Head with the GN immediately prior to termination, up to a maximum of 18 months additional salary; PLUS

Any outstanding annual and managerial leave entitlement.

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Elections on Termination

Prior to his or her last day of work, or within 10 days of request by the GN after his or her last day of work, a Deputy Head shall submit a plan indicating how he or she wishes Termination Pay and other payments to be made. The GN shall respond to such a plan within 10 days of receipt.

On retirement or resignation a Deputy Head may elect to receive any outstanding annual leave entitlement and any Termination Pay:

as bi-weekly Salary; or
in a lump sum; or
in a combination of bi-weekly and lump sum; or
by deferring receipt of all or part of the pay until the next calendar year,

but receipt of any part of the Termination Pay may not be deferred beyond the end of the fiscal year in which the Deputy Head becomes eligible.

INUKTITUT LANGUAGE REQUIREMENTS

Deputy Heads are not required to be fluent in the Inuit Language, but they are encouraged to participate in learning opportunities which are coordinated by the Department of Executive and Intergovernmental Affairs.

CHANGES TO TERMS

When factors external to the Government of Nunavut, including changes to Benefit and Insurance Plans managed outside of the Government of Nunavut, result in changes to the nature or quality of any term that term may be changed on 30 days' notice to the Deputy Head.

Changes to the Senior Managers' Handbook are carried over into these Terms without separate notice to the Deputy Head.

Deputy Heads will be given one year's notice with respect to any other changes to these Terms.

APPENDIX A – PERFORMANCE EVALUATION AND PAYMENT

Performance Evaluation Principles

In addition to the general principles set out in the Terms, the following principles apply to performance assessment and pay:

1. Evaluation factors will reflect corporate values and priorities of the GN and the organization served.
2. Evaluation factors will take into account all significant components of the management function, including management of human, financial, and information resources, public relations, communications, and achievement of objectives and results.
3. Other dimensions of the position will also be taken into account, particularly judgment and sensitivity to issues and provision of advice and support to the Minister, or Board, teamwork and contribution to corporate goals and objectives, and general leadership effort and contributions.
4. The system will be flexible enough to reflect unusual circumstances or difficulties during the period.
5. The evaluation process should include participation and input from the DM and the Responsible Minister;
6. Where the Deputy Head reports to a Board of Directors, the role of the Board in setting goals and in evaluating performance and recommending performance pay is primary.

Factors Determining Performance Assessment and Pay

Performance pay will be based upon an assessment of each DM's performance during the previous fiscal year. The assessment will consider the following areas of performance:

- management and control of financial resources;
- management, and development of human resources;
- management of communications, public relations, and information resources;
- identification of issues, and the provision of quality judgment and advice and support to the Minister, Cabinet and Financial Management Board or Board of Directors
- contributions to corporate goals and objectives of the GN;
- teamwork and leadership among DMs, departmental staff, and other public servants as appropriate;
- effectiveness and efficiency of departmental program and service delivery;
- achievement of departmental and government goals and objectives;

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- unusual or extraordinary circumstances or conditions affecting departmental operations and/or DM responsibilities;
- personal commitment, creativity, diligence, effort, and professionalism.

While objective criteria and indicators may be established for some aspects of individual performance, and these are helpful to the evaluation process, it is recognized that the overall assessment of performance and success as a DM is a largely subjective and relative exercise. Highly developed managerial skills, proficiency, and commitment are also expected of DMs. DMs can therefore expect to be measured according to higher standards than would be applied to less senior officials, and to some degree relative to the performance of their colleagues.

All of the above factors will be considered and combined into an overall assessment of performance.

Process

Key objectives and issues to be addressed should be identified at the beginning of each year. GN wide goals and objectives will be set by the Premier, as appropriate. The Deputy Head and the Cabinet Secretary may identify individual performance goals and objectives.

Following completion of each year, DMs will be invited to provide a self-assessment for the previous period or proposed goals for the next. The Cabinet Secretary will also seek input from or meet with the Minister and Premier to assess performance of the DM, and where a self-assessment has been received, review the same.

Based on the input received, as well as his/her own assessment, the Cabinet Secretary will then prepare a draft written evaluation. This will be provided to the Deputy Head at a meeting prior to May 31 designed to review and discuss any issues emerging from it and from a draft version of the next years' goals.

The final version of previous years' evaluation and next years' goals and will be reviewed with the Premier and provided to the Deputy Head prior to June 30.

Eligibility for Performance Pay Awards

Performance evaluations and pay awards in each year will be based on the fiscal year just completed.

To be eligible for performance pay, a DM must be currently occupying a DM position and have been appointed and occupied that position for a minimum of three months immediately prior to the end of the completed fiscal year. Pay awards for individuals who have occupied their position for more than three months and less than twelve months will be pro-rated according to completed months of service.

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Evaluation involving Board of Directors

Where the Deputy Head (President) reports to a Board of Directors, the role of the Board in determining the goals and objectives shall be primary. The Board will identify its own evaluation process, consistent with, but not necessarily identical to that set out in these Terms.

The Board of Directors will determine goals and objectives annually, after consultation with the Deputy Head (President), the Minister Responsible and the Cabinet Secretary. The Minister Responsible will ensure that GN wide goals and objectives as set by the Premier will be included where appropriate. The Cabinet Secretary will advise on process and performance payments anticipated elsewhere in the GN Public Service.

The Board of Directors, will make its best efforts to provide a copy of the process, the goals and objectives set for the last year, a draft of goals and objectives for the next year, and a draft evaluation, including a recommended Performance Pay to the Minister Responsible and the Secretary to Cabinet prior to May 1 of each year.

The Minister shall respond in writing to the proposed goals and objectives for the next year, the draft evaluation, and recommended Performance Pay prior to May 15 of each year.

The draft written evaluation will be provided to the Deputy Head (President) at a meeting prior to May 31 designed to review and discuss any issues emerging from it and from a draft version of the next years' goals and objectives.

The final version of previous years' evaluation and performance pay and the next years' goals and objectives and will be reviewed by the Board of Directors and provided to the Deputy Head (President) prior to June 30 of each year.

APPENDIX B – SUPPLEMENTARY RETIREMENT BENEFIT

Eligibility

Eligibility depends upon the Deputy Head being a contributor to the Public Service Superannuation Plan and being employed as a Deputy Head on or after April 1, 2002.

Supplementary Retirement Benefit

The benefits under this plan are payable in addition to benefits under the Public Service Superannuation Plan.

Retirement Support - Basic

Effective October 1, 2012, the Government of Nunavut will make a payment of 10% of the DM's salary and performance pay earned over the past year, into an insurance contract in the Deputy Head's name, at the end of each full year of service.

Retirement Support – Alternative

Effective October 1, 2012, the Government of Nunavut will make a payment of 12% of the DM's salary and performance pay earned over the past year, for DMs not qualifying for the life insurance portion of the basic retirement support, as an alternative to the basic retirement support payment. This payment will be made at the same time(s) and for the same service as is required for the basic retirement support.

Contributions

No contributions are required from the DM.

Eligible Service

Service as a Deputy Head in the GN is eligible. One year of service is required to become eligible for the first year of retirement support.

Thereafter service will be calculated on the portion of the year employed as a Deputy Head, but not on any portion where the Deputy Head is receiving termination pay, or leave without pay.

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APPENDIX C – INCLUDED NUNAVUT CORPORATIONS, BOARDS AND AGENCIES

Nunavut Power Corporation, *or any successor corporation*

Nunavut Housing Corporation, *or any successor corporation*

Nunavut Arctic College *or any successor agency*

Clerk of the Legislative Assembly of Nunavut *on confirmation by the Management Services Board and subject to the term that the words "Senior Personnel Secretariat" or "Cabinet Secretary" wherever occurring shall be read as " Management Service Board" and the words "Premier", or "Minister" shall be read as "Speaker of the Legislative Assembly"*

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APPENDIX D – TERMS OF INDEMNITY

In the event that a legal action, which names the Deputy Head in a personal capacity, is initiated or threatened as a result of such an act, the Deputy Head is entitled to participate in the selection and instruction of counsel in the action.

Recognizing that the interests of the Deputy Head and those of the GN do not always completely coincide, in the event that a legal action, which names the Deputy Head in a personal capacity, is initiated and the Deputy Head:

certifies that his or her interest is distinct from that of the GN, and
certifies the basis of that distinction;

the Deputy Head is entitled to select and instruct independent counsel, with reasonable expenditures financed by GN, but:

- a) the Deputy Head will undertake not to access GN documentation or solicit information from GN employees in relation to the case, except through GN counsel or his or her counsel, and
- b) the Deputy Head agrees that the scope or assignment of his or her duties may, at the discretion of the Senior Personnel Secretariat, be changed or limited as a consequence of such action; and
- c) subsequent to the action, the Deputy Head will enter into an accounting with the GN where all resulting expenditures will be reviewed and the Deputy Minister will pay 50% of any amounts determined to be in excess of those reasonably required to present an adequate and appropriate response; and
- d) in the event that there is a disagreement over this amount it shall be determined by the taxing authority which has or would have jurisdiction in the action.

This provision survives the termination of a Deputy Head's employment.