

PSAC – NATIONAL CAPITAL COMMISSION (NCC) – NEGOTIATIONS 2015

PSAC Bargaining Proposals #2 – August 17, 2015

The Public Service Alliance of Canada submits these proposals without prejudice and reserves the right to add, delete, or otherwise amend its proposals at any time.

1. GPS

- To include in Discipline article

NEW 34.07

At no time may electronic surveillance and tracking systems be used as a means to evaluate the performance of employees, or to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act.

2. Change of Status

- Language to confirm term roll-over to indeterminate after three years of service; taken from National Gallery CA

NEW XX Change of status

Employees appointed for a determinate period who have completed three (3) years of continuous employment will see their status changed to indeterminate employees except for term employees replacing indeterminate employees on leave. These employees will have their status changed after five (5) years of continuous employment.

3. Joint Consultation

- Merged existing language with new, taken from Canada Post (CUPW) CA and TB (amended participation demand)

ARTICLE 41

JOINT CONSULTATION

41.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to continue constructive and meaningful consultation on matters of common interest.

NEW 41.02

- a) **The above principle shall encompass the exchange of information and the seeking and considering of the advice and views of each party, with full opportunity for discussion and appropriate comments.**
- b) **The above principle does not imply unanimous or majority agreement, nor does it interfere with management or union rights arising out of the collective agreement.**

41.02 **41.03**

Without prejudice to the position the Employer or the Alliance may wish to take in future about the desirability of having the subjects dealt with by the provisions of collective agreements, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.

41.03 **41.04**

- a) **The Constructive and meaningful** joint consultation will be achieved through Labour Management Consultation Committee (LMCC) meetings.
- b) Joint consultation will also be achieved through sub-committee meetings such as the Joint Labour Management Committee to Save and Find Jobs **and Health and Safety Committee meetings.**
- c) All joint committee meetings shall be governed by mutually agreed to terms of reference which will be reviewed from time to time.

NEW

- d) Labour Management Consultation Committee meetings shall be held monthly, on the Employer's premises at mutually satisfactory times to the parties.

NEW

- e) Other joint meetings between the parties shall be held upon the request of either party, on the Employer's premises at mutually satisfactory times to the parties.

NEW

- f) The Employer shall provide participating union representatives with complete minutes of the proceedings of any joint consultation meetings between the parties within a period which shall not exceed ten (10) calendar days of the date the meeting was held.

NEW 41.05

- a) Union representatives attending any joint consultation meetings of the parties shall not suffer any loss of regular pay for travelling to or from or attendance at such meetings on the day on which the meeting is held. As far as practicable, meetings will be held during the scheduled hours of the representatives participating.
- b) If the activities conducted in 41.05 (a) are conducted outside the employee's scheduled hours of work, the employee's schedule will be changed to the shift during which the activities take place.

NEW 41.06 Definition of Participation

"Participation" means the mandatory active involvement of both Employer and Union representatives to work co-operatively in order to identify and solve workplace issues. To participate is to be actively involved from the beginning to the completion of each activity, including where participation by Health and Safety Committees and Representatives is required by the *Canada Labour Code*. In order to fulfill the obligations of participation, Employer and Union representatives are to share and receive all information in a timely manner to allow for the preparation, meaningful consultation and informed decisions by the parties. All time spent participating in joint consultation work, including all preparatory time, shall be considered time worked and remunerated at the employee's applicable rate of pay.

NEW

41.07 Joint consultation described in this article shall not deal with grievances being processed under the provisions of the article on grievance procedure.

4. No Contracting Out

- Improved language on contracting-out and privatization, taken from TB demand
- *note the need to amend title of article

ARTICLE 43

~~CONTRACTING OUT~~ NO CONTRACTING OUT

NEW

43.01 There shall be no contracting out or privatisation of bargaining unit work, except by explicit mutual agreement in writing between the Union and the Employer.

43.02 Where the parties agree to the contracting-out of bargaining unit work, the Employer will shall continue past practice in giving all reasonable consideration to continued employment within the National Capital Commission to employees who would otherwise become surplus because work is contracted out.

NEW

43.03 The employer shall bring all currently sub-contracted or privatized bargaining unit work back into the bargaining unit. The parties shall meet within ninety (90) days of ratification to ensure full compliance with this Article.

5. Exit Interviews

- New language could be added in Article 25 Information

ARTICLE 25 INFORMATION

NEW

25.05

- a) The Employer shall notify an employee of their right to participate in an exit interview upon leaving the NCC.**
- b) The representative of the Employer conducting this exit interview shall be mutually agreed to by the employee and Employer.**
- c) The employee shall have the right to be accompanied by a union representative for this exit interview.**
- d) Upon agreement of the employee, the results of the exit interview shall be shared by the parties at Labour Management Consultation Committee meetings.**

6. Cell Phone Use

- New article to deal with the growing issues associated with cell phone use outside work hours, where employees are expected to respond to calls and emails from managers
- Approximately, over 300 NCC employees have work related cell / smartphones (102 / 239)
- There is no Employer policy or directive on cell phone usage at NCC (other than an Intranet message sent to employees a few months back)

NEW XX

The Employer agrees that cell / smart phones dispensed by the Employer are strictly to be used by the employee during work hours. All off-duty communications with an employee (calls, e-mails, texts, etc...) shall be considered as call-back and compensated accordingly for all time worked. Employees expected to respond to Employer communications during off-duty hours shall be subject to the provisions of Article 13 (Standby Pay).

7. Designated Paid Holidays

- Revised proposal to 16.01 (k)

(k) one (1) additional day in February, recognized to be a provincial or civic holiday in the area in which the employee is employed. Should no such additional day be recognized as a provincial or civic holiday in the area in which the employee is employed, the employee shall receive the third Monday in February as a designated paid holiday;

8. Health and Safety (Mental Health)

- Language proposed is similar to PSAC proposal at TB and other separate employers
- New language to be added to Article 40 (Health & Safety)

NEW

40.03

- a) The Employer and the Union recognize the importance of psychological health and safety in the workplace.**
- b) The parties agree to endorse the *National Standard for Psychological Health and Safety in the Workplace* and collaborate in promoting psychological health and safety in the workplace.**
- c) Such active collaboration shall include the participation of Health and Safety Committees and Representatives, and will involve the communication of and training on the goals of the National Standard.**
- d) Like the legislation, the *National Standard for Psychological Health and Safety in the Workplace* should be considered a minimum standard that the Employer's occupational health and safety program may exceed. This can include, but not be limited to, addressing issues of mental health and wellness, environmental health, and other issues that impact upon the psychological health of the workplace.**

9. Layoff + Recall / WFA / ETP

- There are three tiers of WFA-type articles/appendices:
 - o Treasury Board – the most comprehensive
 - o CFIA, CRA, Parks Canada, CSE (Policy) – not as comprehensive as TB
 - o Crown Corps (Museums, etc.) – have article on layoff & recall
- Below is the language from CFIA. Please note that we have made cosmetic changes throughout – removing CFIA/Agency and replacing with Commission/Employer– but further revisions are required to synch it with NCC policy/legislation, etc.

Employment Transition Policy

General

Application

This Appendix applies to all indeterminate employees represented by the Public Service of Alliance of Canada for whom the National Capital Commission (hereinafter known as the Commission) is the Employer.

Collective Agreement

This Appendix is deemed to form part of all the collective agreements between the parties and employees are to be afforded ready access to it.

~~Notwithstanding Article 22 (Job Security) of the collective agreement, in the event of conflict between the present Employment Transition Appendix and that Article, the present Employment Transition Policy will take precedence.~~

Effective Date

This Appendix is effective on the date of signing.

Policy

It is the policy of the National Capital Commission to maximize employment opportunities for indeterminate employees facing employment transition situations, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them. This should not be construed as the continuation of a specific position or job but rather as continued employment.

Reasons for the occurrence of employment transition situations include, but are not limited to, expenditure constraints, new legislation, program changes, reorganization, technological change, productivity improvement, elimination or reduction of programs or operations in one or more locations, relocation, and, decentralization. These situations may result in a lack of work or discontinuance of function.

Indeterminate employees whose services will no longer be required because of an employment transition situation and for whom the Employer knows or can predict employment availability will receive a guarantee of a reasonable job offer within the Commission. Those employees for whom the Employer cannot provide the guarantee will have access to the transitional employment options as per Part VI of this Appendix.

Definitions

Accelerated lay-off (*mise en disponibilité accélérée*) - occurs when a surplus employee makes a request to the Employer, in writing, to be laid off at an earlier date than that originally scheduled, and the Employer concurs. Lay-off entitlements begin on the actual date of lay-off.

Affected employee (*employé-e touché*) - is an indeterminate employee who has been informed in writing that his or her services may no longer be required because of an employment transition situation.

Commission (*Agence*) - means the National Capital Commission as defined in Schedule V of the *Financial Administration Act* and the several positions in or under the jurisdiction of the National Capital Commission for which the Commission has the sole authority to appoint.

Alternation (*échange de postes*) - occurs when an opting employee, not a surplus employee, who wishes to remain in the Commission exchanges positions with a

non-affected employee (the alternate) willing to leave the Commission with a Transition Support Measure or with an Education Allowance.

Education Allowance (*indemnité d'étude*) - is one of the options provided to an indeterminate employee affected by a normal employment transition situation for whom the Employer cannot guarantee a reasonable job offer. The Education Allowance is a cash payment, equivalent to the Transitional Support Measure (see Annex A), plus a reimbursement of tuition from a recognized learning institution, book and mandatory equipment costs, up to a maximum of ten thousand dollars (\$10,000.00).

Employment Transition (*transition en matière d'emploi*) - is a situation that occurs when the Employer decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work or the discontinuance of a function within the Commission. Such situations may arise for reasons including but not limited to those identified in the Policy section above.

Guarantee of a reasonable job offer (*garantie d'une offre d'emploi raisonnable*) - is a guarantee of an offer of indeterminate employment within the Commission provided by the Employer to an indeterminate employee who is affected by an employment transition situation. The Employer will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability within the Commission. Surplus employees in receipt of this guarantee will not have access to the Options available in Part VI of this Appendix.

Laid off person (*personne mise en disponibilité*) - is a person who has been laid off pursuant to [section 13 of the Canadian Food Inspection Agency Act](#) and who still retains a re-appointment priority in accordance with staffing and other related policies of the National Capital Commission.

Lay-off notice (*avis de mise en disponibilité*) - is a written notice of lay-off to be given to a surplus employee at least one month before the scheduled lay-off date. This notice period is included in the surplus period.

Lay-off priority (*priorité de mise en disponibilité*) - a person who has been laid off is entitled to a priority for appointment to a position in the Commission for which, in the opinion of the Employer, he or she is qualified. An appointment of an employee with this

priority is excluded from the **Agency Staffing Complaint Policy**. This priority is accorded for one (1) year following the lay-off date.

Opting employee (*employé-e optant*) – is an indeterminate employee whose services will no longer be required as a result of an employment transition situation and who has not received a guarantee of a reasonable job offer from the Employer and who has one hundred and twenty (120) days to consider the Options contained in part 6.3 of this Appendix.

Pay (*rémunération*) - has the same meaning as "rate of pay" in the employee's collective agreement.

Employer (*président-e*) - has the same meaning as in the definition of "Employer" set out in **section 6 of the Canadian Food Inspection Agency Act**, and also means his or her official designate.

Priority administration system (*système d'administration des priorités*) - is a system designed by the Commission to facilitate appointments of individuals entitled to priority status as a result of this Appendix or other staffing and related policies of the National Capital Commission.

Reasonable job offer (*offre d'emploi raisonnable*) - is an offer of indeterminate employment within the Commission, normally at an equivalent level but could include lower levels. Surplus employees must be both trainable and mobile. Where practicable, a reasonable job offer shall be within the employee's headquarters as defined in the National Joint Council Travel Directive. A reasonable job offer is also an offer from a FAA Schedule I, IV or V employer, providing that:

- 1) The appointment is at a rate of pay and an attainable salary maximum not less than the employee's current salary and attainable maximum that would be in effect on the date of offer.
- 2) It is a seamless transfer of all employee benefits including a recognition of years of service for the definition of continuous employment and accrual of benefits, including the transfer of sick leave credits, severance pay and accumulated vacation leave credits.

Re-instatement priority (*priorité de réintégration*) - is an appointment priority accorded to certain individuals salary-protected under this Appendix for the purpose of assisting such persons to re-attain an appointment level equivalent to that from which they were declared surplus. An appointment of an employee with this priority is excluded from the [Agency Staffing Complaint Policy](#).

Relocation (*réinstallation*) - is the authorized geographic move of a surplus employee or laid-off person from one place of duty to another place of duty, beyond what, according to local custom, is a normal commuting distance.

Relocation of work unit (*réinstallation d'une unité de travail*) - is the authorized move of a work unit of any size to a place of duty beyond what, according to local custom, is normal commuting distance from the former work location and from the employee's current residence.

Retraining (*récyclage*) - is on-the-job training or other training intended to enable affected employees, surplus employees and laid-off persons to qualify for known or anticipated vacancies within the Commission.

Surplus employee (*employé-e excédentaire*) - is an indeterminate employee who has been provided a formal written notice by the Employer declaring him or her surplus.

Surplus priority (*priorité d'employé-e excédentaire*) - is a priority for an appointment accorded to surplus employees to permit them to be appointed to other positions in the Commission. An appointment of an employee with this priority is excluded from the [Agency Staffing Complaint Policy](#).

Surplus status (*statut d'employé-e excédentaire*) - an indeterminate employee is in surplus status from the date he or she is declared surplus until the date of lay-off, until he or she is indeterminately appointed to another position, until his or her surplus status is rescinded, or until the employee resigns.

Transition Support Measure (*mesure de soutien à la transition*) - is one of three options provided to an opting employee for whom the Employer cannot guarantee a reasonable job offer. The Transition Support Measure is a cash payment based on the opting employee's years of service in the Commission, as per Annex "A". Years of service is the

combined years of service in the Public Service immediately prior to appointment to the Commission plus years of service with the Commission.

Twelve-month surplus priority period in which to secure a reasonable job offer (*Priorité d'employé-e excédentaire d'une durée de douze mois pour trouver une offre d'emploi raisonnable*) - is one of three options provided to an opting employee for whom the Employer cannot guarantee a reasonable job offer.

Enquiries

Enquiries about this Appendix should be referred to the employee's bargaining agent, or to the Human Resource Advisor serving the employee's work site. Human Resource Advisors serving the employee's work site may, in turn, direct questions regarding the application of this Appendix to the **Workforce & Workplace Relations Division of Human Resources Branch of the Agency**.

Enquiries by employees pertaining to entitlements to a priority for appointment or to their status in relation to the priority appointment process should be directed to the Human Resource Advisor serving the employee's work site.

Part I

Roles and responsibilities

1.1 Commission

- 1.1.1** Since indeterminate employees who are affected by employment transition situations are not themselves responsible for such situations, it is the responsibility of the Commission to ensure that they are treated equitably and, wherever possible, given every reasonable opportunity to continue their careers as Commission employees.

- 1.1.2** The Commission shall carry out effective human resource planning to minimize the impact of employment transition situations on indeterminate employees and on the Commission.
- 1.1.3** The Commission shall establish joint Union/Management employment transition committees, where appropriate, to consult on employment transition situations within the Commission.
- 1.1.4** The Commission shall co-operate to the extent possible with other employers in its efforts to market surplus employees and laid-off persons.
- 1.1.5** The Commission shall establish systems to facilitate appointment of the Commission's affected employees, surplus employees, and laid-off persons.
- 1.1.6** When the Employer determines that the services of an employee are no longer required beyond a specified date due to an employment transition, the Employer shall provide the employee with a written notification to that effect. Such a communication shall also indicate if the employee:
- (a) is being provided a guarantee of a reasonable job offer from the Employer and that the employee will be in surplus status for that date on; or
 - (b) is an opting employee and has access to the Options provided in section 6.3 of this Appendix as the employee is not in receipt of a guarantee of a reasonable job offer from the Employer.

Where applicable, written communication should also provide information relating to the employee's possible lay-off date.

- 1.1.7** The Employer will be expected to provide a guarantee of a reasonable job offer to those employees subject to an employment transition situation for

whom they know or can predict employment availability within the Commission.

- 1.1.8** Where the Employer cannot provide a guarantee of a reasonable job offer, the Employer will provide one hundred and twenty (120) days to opting employees to consider the three (3) Options outlined in Part VI of this Appendix before a decision is required of them. If the opting employee fails to select an option no later than the one hundred and twentieth (120th) day, the employee will be deemed to have selected Option (a); that is, the twelve-month surplus priority period in which to secure a reasonable job offer.
- 1.1.9** The Employer shall make a determination to either provide a guarantee of a reasonable job offer or access to the Options set out in 6.3 of this Appendix, upon request of any indeterminate affected employee who can demonstrate that his or her duties have already ceased to exist.
- 1.1.10** The Commission shall advise and consult with the bargaining agent representatives as completely as possible regarding any employment transition situation as soon as possible after the decision has been made and throughout the process. The Commission will make available to the bargaining agent the name and work location of affected employees.
- 1.1.11** A recommendation will be provided to the Employer when an employee is not considered suitable for appointment. The Commission shall advise the employee and his or her bargaining agent of that recommendation. The Commission shall provide to the employee a copy of the written recommendation provided to the Employer, indicating the reasons for the recommendation together with any enclosures. The Commission shall also advise the employee that he or she may make oral or written submissions about the matter to the Employer prior to a decision being taken. Where the Employer does not accept the recommendation, he or she shall provide the surplus period required under this Appendix, beginning on the date the employee is advised of the decision.
- 1.1.12** The Employer shall decide whether employees are suitable for appointment. Where the Employer decides that an employee is not suitable, he or she shall advise the employee and his or her representative of the decision as to whether the employee is entitled to a surplus and lay-off

priority. The Employer shall also inform the bargaining agent of this decision.

1.1.13 The Commission shall provide an employee with a copy of this Appendix simultaneous with the official notification to an employee to whom this Appendix applies that he or she has become subject to an employment transition situation.

1.1.14 The Commission is responsible for counseling and advising their affected employees on their opportunities of finding continuing employment within the Commission.

1.1.15 The Commission shall apply this Appendix so as to keep actual involuntary lay-offs to a minimum.

1.1.16 Appointment of surplus employees to alternative positions, whether with or without retraining, shall normally be at a level equivalent to that previously held by the employee, but this does not preclude appointment to a lower level. The Commission shall avoid appointment to a lower level except where all other avenues have been exhausted.

1.1.17 The Commission shall appoint as many of their own surplus employees or laid-off persons as possible, or identify alternative positions (both actual and anticipated) for which individuals can be retrained.

1.1.18 Relocation of surplus employees or laid-off persons shall be undertaken to enable their appointment to an alternate position, providing that:

(a) there are no available priority persons who are qualified and interested in the position being filled;

or

- (b) there are no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.

1.1.19 The cost of travelling to interviews for possible appointments within the Commission and of relocation to a new location shall be borne by the Commission. Such costs shall be consistent with the National Joint Council Travel and Relocation - IRP Directives, as amended from time to time.

1.1.20 For the purposes of the National Joint Council Relocation - IRP Directive, surplus employees and laid-off persons who relocate under this Appendix shall be deemed to be employees on employer-requested relocations. The general rule on minimum distances for relocation applies.

1.1.21 For the purposes of the National Joint Council Travel Directive, laid-off persons travelling to interviews for possible appointment within the Commission are deemed to be "other persons travelling on Commission business".

1.1.22 The Commission shall protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position under this Appendix.

1.1.23 The Commission shall review the use of private temporary personnel, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, the Commission shall not re-engage such temporary personnel nor renew the employment of such employees referred to above where such action would facilitate the appointment of surplus employees or laid-off persons.

1.1.24 Nothing in this Appendix shall restrict the employer's right to engage or appoint persons to meet short-term, non-recurring requirements.

1.1.25 The Employer may authorize the accelerated lay-off of an employee at a date earlier than originally scheduled when a surplus employee makes such a request in writing.

1.1.26 The Commission shall provide surplus employees with a lay-off notice at least one (1) month before the proposed lay-off date, if appointment efforts have been unsuccessful.

1.1.27 When a surplus employee refuses a reasonable job offer, he or she shall be subject to lay-off one (1) month following the refusal, but not before six (6) months after the surplus declaration date.

1.1.28 The Commission will presume that each employee wishes to be appointed to an alternative position unless the employee indicates the contrary in writing.

1.1.29 The Commission shall inform and counsel affected and surplus employees as early and as completely as possible and shall, in addition, assign a counsellor to each opting and surplus employee and laid-off person to work with them throughout the process. Such counselling is to include explanations and assistance concerning such issues as the following:

- (a) the employment transition situation and its effect on that individual;
- (b) the employment transition Appendix;
- (c) the Commission's Priority Administration System and how it works from the employee's perspective (referrals, interviews or boards, feedback to the employee, follow-up by the Commission, how the employee can obtain job information and prepare for an interview, etc.);
- (d) preparation of a curriculum vitae or resume;
- (e) the employees' rights and obligations;

- (f) the employee's current situation (e.g. pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
- (g) alternatives or opportunities that might be available to the employee (alternation, appointment, relocation, retraining, lower-level employment, term employment, retirement including possibility of waiver of penalty if entitled to an annual allowance, Transition Support Measure, Education Allowance, pay-in-lieu of unfulfilled surplus period, resignation, accelerated lay-off);
- (h) the meaning of a guarantee of reasonable job offer, a twelve-month surplus priority period in which to secure a reasonable job offer, a Transition Support Measure, an Education Allowance;
- (i) repeat counseling as long as the individual is entitled to a staffing priority and has not been appointed;
- (j) the Human Resources and Skills Development Canada Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
- (k) preparation for interviews with prospective employers; and
- (l) advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity.

1.1.30 The Commission shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by the employee and the appropriate manager.

1.1.31 Any surplus employee who resigns under this Appendix shall be deemed, for the purposes of severance pay and retroactive remuneration, to be

involuntarily laid off on the day the Employer accepts the employee's resignation in writing.

1.1.32 Severance pay and other benefits flowing from other clauses in collective agreements are separate from, and in addition to, those in this Appendix.

1.1.33 The Commission shall establish and modify staffing policies and procedures to ensure the most effective and efficient means of maximizing the appointment of surplus employees and laid-off persons.

1.1.34 The Employer shall temporarily restrict or suspend any authority delegated to managers to make appointments in specified occupational groups when the Employer determines such action is necessary.

1.1.35 The Commission shall actively market surplus employees and laid-off persons to all appropriate managers unless the individuals have advised the Employer in writing that they are not available for appointment.

1.1.36 The Commission shall determine, to the extent possible, the occupations for which there are skill shortages for which surplus employees or laid-off persons could be retrained.

1.1.37 The Commission shall provide information directly to the bargaining agent on the numbers and status of their members who are in the Commission Priority Administration System, through reports to the Public Service Alliance of Canada.

1.1.38 The Commission shall, wherever possible, ensure that reinstatement priority is given to all employees who are subject to salary protection as a result of action taken pursuant to this Appendix.

1.1.39 (a) For the priority period, in cases where an offer of indeterminate employment is provided to a surplus or laid off employee by a co-operating Employer (paragraph 1.1.4), the

payment of salary costs and other authorized costs such as tuition, travel, relocation and retraining for surplus employees and laid off persons, as provided for in the various collective agreements and directives; all authorized costs of termination; and salary protection upon lower level appointment shall be regulated by the relevant co-operating Employer agreement in effect between the Commission and a co-operating Employer.

- (b) The relevant agreement establishing the co-operating Employer relationship between the Commission and a co-operating Employer will apply to the payment of the costs listed in 1.1.39(a) in situations where a surplus employee is appointed by a co-operating Employer to a term position and the co-operating Employer will become the official employer no later than one (1) year from the date of such an appointment.

1.1.40 The Commission is responsible for making the appropriate referrals and may recommend retraining where it would facilitate appointment.

1.1.41 The Commission shall inform, in a routine and timely manner, a surplus employee or laid-off person, and a representative of his or her bargaining agent, when he or she has been referred for consideration but will not be offered the position. The Commission shall include full details of why he or she will not be appointed to or retained for that position.

1.2 Employees

1.2.1 Employees have the right to be represented by their bargaining agent in the application of this Appendix.

1.2.2 Employees who are directly affected by employment transition situations and who receive a guarantee of a reasonable job offer, or who opt, or are deemed to have opted, for Option (a) of Part VI of this Appendix are responsible for:

- (a) actively seeking alternative employment in co-operation with the Commission, unless they have advised the Commission, in writing,

that they are not available for appointment either at all or subject to limitations detailed in the employee's response.

- (b) seeking information regarding their entitlements and obligations;
- (c) providing accurate and current information to the Commission, in a timely fashion, to assist in appointment activities (including curriculum vitae or resumes);
- (d) ensuring that they can be easily contacted by the Commission;
- (e) ensuring they attend appointments related to referrals;
- (f) seriously considering employment opportunities within the Commission presented to them including but not limited to retraining and relocation possibilities, specified period appointments and lower-level appointments.

1.2.3 Opting employees are responsible for:

- (a) considering the Options outlined in Part VI of this Appendix;
- (b) communicating their choice of Options, in writing, to their manager no later than one hundred and twenty (120) days after being declared opting.

Part II

Official Notification

- 2.1** In any employment transition situation which is likely to involve ten (10) or more indeterminate employees covered by this Appendix, the Employer shall inform, in writing and in confidence, the President of the Public Service Alliance of Canada or their delegate not less than forty-eight (48) hours before any employment transition situation is announced. This information is to include the identity and location of the work unit(s) involved; the expected date of the announcement; the anticipated timing of the situation; and the numbers of employees, by group and level, who will be affected.

Part III

Relocation of a work unit

3.1 General

- 3.1.1** In cases where a work unit is to be relocated, the Commission shall provide all employees whose positions are to be relocated with the opportunity to choose whether they wish to move with the position or be treated as if they were subject to an employment transition situation.
- 3.1.2** Following written notification, employees must indicate, within a period of three (3) months, their intention to move. If the employee's intention is not to move with the relocated position, the Employer can either provide the employee with a guarantee of a reasonable job offer or access to the Options set out in section 6.3 of this Appendix.
- 3.1.3** Employees relocating with their work units shall be treated in accordance with the provisions of 1.1.18 to 1.1.20.
- 3.1.4** Although the Commission will endeavor to respect employee location preferences, nothing precludes the Commission from offering the relocated position to employees in receipt of a guarantee of a reasonable job offer, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

3.1.5 Employees who are not in receipt of a guarantee of a reasonable job offer shall become opting employees and have access to the Options set out in Part VI of this Appendix.

Part IV

Retraining

4.1 General

4.1.1 To facilitate the appointment of affected employees, surplus employees and laid-off persons, the Commission shall make every reasonable effort to re-train such persons for:

(a) existing vacancies,

or

(b) anticipated vacancies identified by management.

4.1.2 The Commission shall be responsible for identifying situations where re-training can facilitate the appointment of surplus employees and laid-off persons; however, this does not preclude the employee's obligation to assist in their own marketing and the identification of employment options including but not limited to re-training possibilities.

4.1.3 Subject to the provisions of 4.1.2, the Employer shall approve up to two (2) years of re-training.

4.2 Surplus employees

4.2.1 A surplus employee is eligible for re-training providing:

(a) re-training is needed to facilitate the appointment of the individual to a specific vacant position or will enable the individual to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates;

and

(b) there are no other available priority persons who qualify for the position.

4.2.2 The Commission is responsible for ensuring that an appropriate re-training plan is prepared and is agreed to in writing by the employee and the appropriate manager.

4.2.3 Once a re-training plan has been initiated, its continuation and completion are subject to the on-going successful performance by the employee at a learning institution or on-going satisfactory performance if the training is “on-the-job”.

4.2.4 While on re-training, a surplus employee continues to be employed by the Commission and is entitled to be paid in accordance with his or her current appointment.

4.2.5 When a re-training plan has been approved, the proposed lay-off date shall be extended to the end of the re-training period, subject to 4.2.3.

4.2.6 An employee, unsuccessful in re-training, may be laid off at the end of the surplus period, provided that the employer has been unsuccessful in making the employee a reasonable job offer.

4.3 Laid-off persons

4.3.1 Subject to the Employer's approval, a laid-off person shall be offered re-training, providing:

- (a) re-training is needed to facilitate the appointment of the individual to a specific vacant position;
- (b) the individual meets the minimum requirements for appointment to the group concerned;
- (c) there are no other available persons with a priority who qualify for the position;

and

- (d) the Commission cannot justify a decision not to re-train the individual.

4.3.2 When an individual is made an offer conditional on the successful completion of re-training, a re-training plan reviewed by the Employer shall be included in the letter of conditional offer. If the individual accepts the conditional offer, upon successful completion of re-training, he or she will be appointed on an indeterminate basis to that position. When an individual accepts an appointment to a position with a lower maximum rate of pay than the position from which he or she was laid-off, the employee will be salary protected in accordance with Part V of this Appendix.

Part V

Salary protection

5.1 Lower-level position

- 5.1.1** Surplus employees and laid-off persons appointed to a lower-level position under this Appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of their collective agreement, or, in the absence of such provisions, the appropriate provisions of the **Agency's Policy respecting Pay on Reclassification or Conversion.**
- 5.1.2** Employees whose salary is protected pursuant to section 5.1.1. will continue to benefit from salary protection until such time as they are appointed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid off.

Part VI

Options for employees

6.1 General

- 6.1.1** The Employer will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability. Employees in receipt of this guarantee would not have access to the choice of Options below.
- 6.1.2** Employees who are not in receipt of a guarantee of a reasonable job offer from the Employer have one hundred and twenty (120) days from the date they receive written notice that they are an opting employee to consider and decide among the three Options below.
- 6.1.3** The opting employee must choose, in writing, one of the three (3) Options of section 6.3 of this Appendix within the one hundred and twenty (120) day opting period. The employee cannot change Options once having made a written choice.

- 6.1.4** If the employee fails to select an Option within the one hundred and twenty (120) day window as specified in paragraph 6.1.2, the employee will be deemed to have selected Option (a), the twelve-month surplus priority period in which to secure a reasonable job offer.
- 6.1.5** If a reasonable job offer which does not require a relocation is made at any time during the one hundred and twenty (120) day opting period and prior to the written acceptance of either the twelve-month surplus priority period, the Transition Support Measure or the Education Allowance Option, the employee becomes ineligible for the Transition Support Measure, the pay-in-lieu of unfulfilled surplus period or the Education Allowance.

6.2 Alternation

- 6.2.1** The Commission will participate in an alternation process.
- 6.2.2** An alternation occurs when an opting employee who wishes to remain in the Commission exchanges positions with a non-affected employee (the alternate) willing to leave the Commission under the terms of paragraph 6.3.1(b) or (c) in Part VI of this Appendix.
- 6.2.3** Subject to paragraph 6.2.2, only an opting employee, not a surplus employee, may alternate into an indeterminate position that remains within the Commission.
- 6.2.4** An indeterminate employee wishing to leave the Commission may express an interest in alternating with an opting employee. Management will decide, however, whether a proposed alternation will result in retaining the skills required to meet the on-going needs of the position and the Commission.
- 6.2.5** An alternation must permanently eliminate a function or a position.
- 6.2.6** The opting employee moving into the unaffected position must meet the requirements of the position, including language requirements. The

alternate moving into the opting position must meet the requirements of the position, except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five (5) days of the alternation.

6.2.7 An alternation should normally occur between employees at the same group and level. When the two (2) positions are not the same group and level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the maximum rate of pay for the higher paid position is no more than six percent (6%) higher than the maximum rate of pay for the lower paid position.

6.2.8 An alternation must occur on a given date. The two (2) employees involved directly exchange positions on that given date. There is no provision in alternation for a "domino" effect or for "future considerations".

6.3 Options

6.3.1 Only opting employees will have access to the choice of Options below:

- (a) Twelve-month surplus priority period in which to secure a reasonable job offer is time-limited. Should a reasonable job offer not be made within a period of twelve months, the employee will be laid off. Employees who choose or are deemed to have chosen this Option are surplus employees.

When a surplus employee who has chosen, or is deemed to have chosen, Option (a) offers to resign before the end of the twelve-month surplus priority period, the Employer may authorize a lump-sum payment equal to the surplus employee's regular pay for the balance of the surplus period, up to a maximum of six (6) months. The amount of the lump sum payment for the pay-in-lieu cannot exceed the maximum of that which he or she would have received had they chosen Option (b) - Transition Support Measure.

The Commission will make every reasonable effort to market a surplus employee within the employee's surplus period and within his or her preferred area of mobility.

or

- (b) Transition Support Measure (TSM) is a cash payment based on the employee's combined years of service with the Commission (see Annex A) made to an opting employee. Years of service is the combined years of service in the Public Service immediately prior to appointment to the Commission plus years of service with the Commission. Employees choosing this Option must resign but will be considered to be laid-off for purposes of severance pay.

or

(c) Education Allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than ten thousand dollars (\$10,000.00) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and mandatory equipment. Employees choosing Option (c) could either:

- (i) resign from the Commission but be considered to be laid-off for severance pay purposes on the date of their departure; or
- (ii) delay their departure date and go on leave without pay for a maximum period of two (2) years, while attending the learning institution. The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period. During this period, employees could continue to be Public Service benefit plan members and contribute both employer and employee shares to the benefits plans and the Public Service Superannuation Plan. At the end of the two (2) year leave without pay period, unless the employee has found alternate employment in the Commission, the employee will be laid off.

- 6.3.2** Management will establish the departure date of opting employees who choose Option (b) or Option (c) above.
- 6.3.3** The TSM, pay-in-lieu of unfulfilled surplus period, and the Education Allowance cannot be combined with any other payment under the Employment Transition Appendix.
- 6.3.4** In the cases of pay-in-lieu of unfulfilled surplus period, and Option (b) and Option (c)(i), the employee relinquishes any priority rights for appointment upon acceptance of his or her resignation.
- 6.3.5** Employees choosing Option (c)(ii) who have not provided the Commission with a proof of registration from a learning institution twelve (12) months after starting their leave without pay period will be deemed to have resigned from the Commission, and be considered to be laid-off for purposes of severance pay.
- 6.3.6** Opting employees who choose Option (b) or Option (c) above will be entitled to up to six hundred dollars (\$600.00) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.
- 6.3.7** An opting employee who has received pay in lieu of unfulfilled surplus period, a TSM or an Education Allowance and is re-appointed to that portion of the public service of Canada specified from time to time in Schedule I, IV or V of the *Financial Administration Act* shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the TSM or Education Allowance was paid.
- 6.3.8** The Employer shall ensure that pay-in-lieu of unfulfilled surplus period is only authorized where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during the unfulfilled surplus period.
- 6.3.9** If a surplus employee who has chosen, or is deemed to have chosen, Option (a) refuses a reasonable job offer at any time during the twelve (12)

month surplus priority period, the employee is ineligible for pay-in-lieu of unfulfilled surplus period.

6.3.10 Approval of pay-in-lieu of unfulfilled surplus period is at the discretion of management, but shall not be unreasonably denied.

6.4 Retention payment

6.4.1 There are two (2) situations in which an employee may be eligible to receive a retention payment. These are total facility closures and relocation of work units.

6.4.2 All employees accepting retention payments must agree to leave the Commission without priority rights.

6.4.3 An individual who has received a retention payment and, as applicable, is either reappointed to that portion of the Public Service of Canada specified from time to time in the *Financial Administration Act* Schedules I, IV and V, or is hired by the new employer within the six months immediately following his or her resignation, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the lump sum was paid.

6.4.4 The provisions of 6.4.5 shall apply in total facility closures where Commission jobs are to cease, and:

(a) such jobs are in remote areas of the country;

or

(b) re-training and relocation costs are prohibitive;

or

- (c) prospects of reasonable alternative local employment (whether within or outside the Commission) are poor.

6.4.5 Subject to 6.4.4, the Employer shall pay to each employee who is asked to remain until closure of the work unit and offers a resignation from the Commission to take effect on that closure date, a sum equivalent to six (6) months' pay payable upon the day on which the Commission operation ceases, provided the employee has not separated prematurely.

6.4.6 The provisions of 6.4.7 shall apply in relocation of work units where Commission work units:

- (a) are being relocated;

and

- (b) when the Employer decides that, in comparison to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of workplace relocation;

and

- (c) where the employee has opted not to relocate with the function.

6.4.7 Subject to 6.4.6, the Employer shall pay to each employee who is asked to remain until the relocation of the work unit and offers a resignation from the Commission to take effect on the relocation date, a sum equivalent to six (6) months' pay payable upon the day on which the Commission operation relocates, provided the employee has not separated prematurely.

ANNEX "A"

YEARS OF SERVICE

TRANSITION SUPPORT MEASURE (TSM)

0	10
1	22
2	24
3	26
4	28
5	30
6	32
7	34
8	36
9.....	38
10.....	40
11	42
12	44
13	46
14	48
15	50

16	52
17	52
18	52
19	52
20	52
21.....	52
22	52
23	52
24	52
25.....	52
26	52
27	52
28	52
29	52
30	49
31	46
32	43
33	40
34	37
35	34

36	31
37	28
38	25
39	22
40	19
41	16
42	13
43	10
44	07
45	04

For indeterminate seasonal and part-time employees, the TSM will be pro-rated in the same manner as severance pay under the terms of the collective agreement. Severance pay provisions of the collective agreements are in addition to the TSM.