

MEMORANDUM OF SETTLEMENT

Between

the Communications Security Establishment

and

the Public Service Alliance of Canada

in respect of the collective agreement

Having reached a tentative agreement on November 17, 2017, for the renewal of the collective agreement, the Communication Security Establishment representatives agree to recommend the ratification of this settlement. The Public Service Alliance of Canada representatives agree to recommend the ratification to its membership of the terms of settlement as follows:

1. The collective agreement between the parties, which expired on February 9, 2015, will be replaced by a collective agreement, the provisions of which shall, unless otherwise expressly stipulated, become effective on the date it is signed and continue in effect until February 9, 2019.
2. Effective February 10, 2015, increase to rates of pay: 1.25%.

Effective February 10, 2016, increase to rates of pay: 1.25%.

Effective February 10, 2017, additional Market Adjustment of: 0.5% for all employees in the bargaining unit.

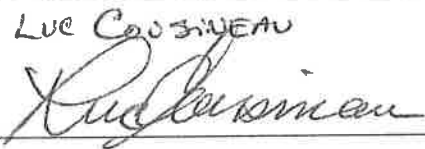
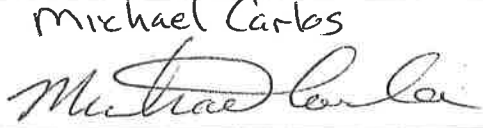
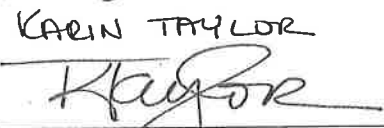
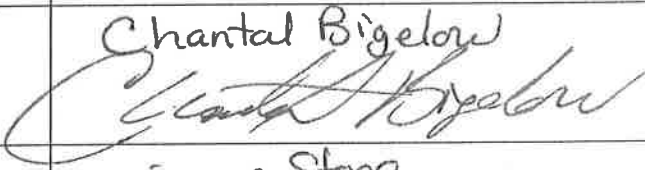
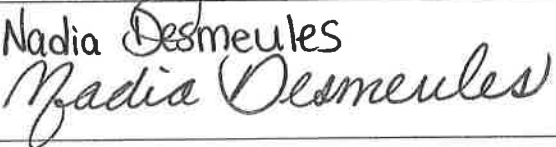
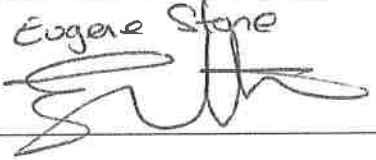
Effective February 10, 2017, increase to rates of pay : 1.25%

Effective February 10, 2018, increase to rates of pay: 1.25%
3. Effective on the date of the signing of the collective agreement, a \$650 signing bonus for employees in the bargaining unit at the date of the signing of the collective agreement except for employees performing Financial Management functions .

4. Economic Increases of 1.25% for the four years of the collective agreement applies to the Market Allowances (Appendix B).
5. All matters agreed upon and signed off up to and including on November 17, 2017, shall be incorporated into the new collective agreement.
6. Articles attached which have been agreed to and signed off shall be incorporated into the new collective agreement.

The parties agree to review the language that will be incorporated into the collective agreement, in both official languages, within fourteen(14) days of the signing of this memorandum of settlement.

SIGNED AT Ottawa, this 17th day of the month of November 2017.

Communication Security Establishment	Public Service Alliance of Canada
LUC COUSINEAU 	Michael Carls 
KARIN TAYLOR 	Chantal Bigelow 
Nadia Desmeules 	Eugene Stone 

Communication Security Establishment

Public Service Alliance of Canada

Bruce Gault

Tonya Collins

Tonya

Darrell E. ...

GARY BOSZOV

Gary Boszov

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Hassan Hussein

[Signature]

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ARTICLE 2
INTERPRETATIONS AND DEFINITIONS

2.01

NEW (m) "family"

except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, **step-brother, step-sister**, spouse (including common-law partner spouse resident with the employee), child (including child of common-law partner), stepchild, **foster child** or ward of the employee, grandchild, father-in-law, mother in law, **daughter-in-law, son-in-law**, the employee's grandparents and relative permanently residing in the employee's household or with whom the employee permanently resides;

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ARTICLE 6
NO DISCRIMINATION OR HARASSMENT

6.01 There shall be no discrimination, **interference, restriction, coercion**, harassment, **intimidation or any disciplinary actions exercised or practiced** with respect to an employee by reason of age, race, creed, colour, national **or ethnic** origin, religious affiliation, sex, sexual orientation, **gender identity and expression**, family status, **marital status** mental or physical disability or membership or activity in the ~~union~~ **Alliance or a conviction of which a pardon has been granted.**

6.02 (a) any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

(b) If, by reason of 6.02 (a) above, a level in the grievance procedure is waived, no other level shall be waived except by mutual consent.

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ARTICLE 11
VACATION LEAVE

Accumulation of Vacation Leave Credits

11.02 (...)

(h) for the purpose of clause 11.02, effective May 31, 1990, all service, whether continuous or discontinuous, shall count toward vacation leave. ~~except where a person who, on leaving the public service, takes or has taken severance pay.~~

~~(i) However, employees who have received a severance pay to join CSE or received severance pay in lay-off and were re-appointed within one year following the date of the lay-off are excluded from this restriction. For greater certainty, severance payments taken under Article 20.04 to 20.07, or similar provisions in other collective agreements, do not reduce the calculation of service for persons who have not yet left the public service or CSE.~~

(ii) for the purpose of clause 11.02 only, effective April 1, 2012 on a go forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.

(iii) for the purpose of clause 11.02 only, effective April 1, 2012 on a go forward basis, any former service as a member the Royal Canadian Mounted Police for a continuous period of six (6) months or more shall also be included in the calculation of vacation leave credits.

ARTICLE 12
OTHER LEAVE WITH OR WITHOUT PAY

12.02 Bereavement Leave with Pay

- a. When a member of the employee's family dies, an employee shall be entitled to a ~~single bereavement leave with pay period of seven (7) consecutive calendar days~~. Such bereavement ~~leave period~~, as determined by the employee, must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- b. **At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.**
- c. **When requested to be taken in two (2) periods,**
 - i. **The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and**
 - ii. **The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.**
 - iii. **The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.**
- d. ~~b.~~ An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her brother-in-law or sister-in-law **and grandparents of spouse.**
- e. ~~e.~~ If, during a period of paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraphs 12.02(a) and 12.02(~~b~~)(d), the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- f. ~~d.~~ It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Chief of CSE may, after considering the particular circumstances involved, grant leave with pay for a period greater and/or in a manner different than that provided for in paragraphs 12.02(a) and 12.02(~~b~~)(d).

ARTICLE 12
OTHER LEAVE WITH OR WITHOUT PAY

12.06 Maternity Allowance

- c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee is subject to a waiting period of ~~two (2)~~ weeks before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
 - ii. for each week that the employee receives a maternity benefit under the *Employment Insurance or Québec Parental Insurance plan*, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period,;

And

- iii. **where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety three per cent (93%) of her weekly rate of pay (and the recruitment and retention "terminable allowance", if applicable), less any other monies earned during this period**

ARTICLE 12
OTHER LEAVE WITH OR WITHOUT PAY

12.09 Parental Allowance

- c. Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee is subject to a waiting period of ~~two (2)~~ weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - ii. for each week the employee receives parental, adoption or paternity benefit under the *Employment Insurance* or the *Québec Parental Insurance Plan*, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;
 - iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period;-
 - iv) **where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, she/he is eligible to receive a further parental allowance for a period of one (1) week at ninety three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance", if applicable), less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in (A)(iii) for the same child.**

12.11 Leave Without Pay for the Care of Family

- (a) Both parties recognize the importance of access to leave for the purpose of care for the family.
- a) ~~For the purpose of this article, family is defined as father, mother (or alternatively step-father, step-mother or foster parent), grandparent, brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), grand-child, step-child or ward of the employee, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.~~
- b) ~~Subject to sub-clause b),~~ (b) an employee shall be granted leave without pay for the care of family in accordance with the following conditions:
 - (i) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
 - (ii) leave granted under this article shall be for a minimum period of three (3) weeks;
 - (iii) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the Public Service;
 - (iv) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery;
 - (v) such leave shall be deducted from the calculation of "continuous employment" for the calculation of severance pay and "service" for the calculation of vacation leave;
 - (vi) time spent on such leave shall not be counted for pay increment purposes.
- e) (c) It is recognized by the parties that the circumstances, which call for leave in respect of care of family, are based on individual circumstances. On request, the Chief of CSE may, after considering the particular circumstances involved, grant leave without pay for a greater period, and/or in a manner different than that provided for in this article.
- d) (d) An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

- e) (e) All leave granted under Leave Without Pay for the Long Term Care of a Parent or under Leave Pay for the Care and Nurturing of Pre-School Age Children under the terms of previous Communications Security Establishment collective agreements or other collective agreements will not count towards the calculation of the maximum amount of time allowed for Care of Family during an employee's total period of employment in the Public Service.

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Leave with Pay for Family Related Responsibilities

ARTICLE 12
OTHER LEAVE WITH OR WITHOUT PAY

12.14 Leave with Pay for Family-Related Responsibilities

- a. For the purpose of this clause, family is defined as
- i. spouse (or common-law spouse resident with the employee),
 - ii. children (including foster children, step-children or children of spouse or common-law partner **and ward of the employee**),
 - iii. parents (including step-parents or foster parents), **father-in-law, mother-in-law,**
 - iv. **brother, sister, step-brother, step-sister,**
 - v. **grandparents and grandchildren of the employee, or**
 - vi. any relative permanently residing in the employee's household or with whom the employee permanently resides, or
 - vii. **any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.**
- b. The total leave with pay which may be granted under this clause shall not exceed **thirty-seven decimal five (37.5) hours five (5) days in a fiscal year.**
- b.c. The Employer shall grant leave with pay under the following circumstances:
- i. to take a family member for medical or dental appointment, or for appointments with appropriate school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
 - ii. to provide for the immediate and temporary care of a sick or elderly member of the employee's family and to provide an employee with time to make alternate care arrangements;
 - iii. for needs directly related to the birth or to the adoption of the employee's child.
- e. ~~The total leave with pay which may be granted under subparagraphs 17.12(b)(i), (ii) and (iii) shall not exceed five (5) days in a fiscal year.~~
- d. ~~Seven decimal five (7.5) hours out of the thirty seven decimal five (37.5) hours stipulated in paragraph 17.12(c) above may be used:~~
- iv. i. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;

- v. ~~ii.~~ to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
- vi. ~~iii.~~ Seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in paragraph 12.14 (b) above may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

New

- (d) Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under 12.14 c) ii), on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

12.18 Volunteer Leave and Personal Needs Leave

- (a) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year;
- (i) ~~One (1) day of leave with pay~~ two (2) periods of up to three decimal seven five (3.75) hours each of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign; and
 - (ii) ~~One (1) day of leave with pay~~ two (2) periods of up to three decimal seven five (3.75) hours of leave with pay for reasons of a personal nature.
- (b) The leaves shall be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.
- (c) These leaves are non-cumulative, and have no cashout value if unused.

In any fiscal year, an employee is entitled to no more than fifteen (15) hours of combined personal and volunteer leave.

***Effective April 1st, 2018, clause Volunteer leave is deleted from the collective agreement.**

***Effective April 1st, 2018, the previous provision is replaced with the following:**

12.18 Personal Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, ~~two periods of up to three decimal seven five (3.75) fifteen (15) hours of leave with pay for reasons of a personal nature.~~ This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.

The leave will be scheduled at a time convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.

Article 12.19

Maternity-Related Reassignment or Leave

12.19 a) An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the **fifty-second (52)** week following the birth, request that the Employer modify her job functions or reassign her to another job, if by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or the health of the foetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate workplace committee or the health and safety representative.

12.19 e) Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than **fifty-two (52)** weeks after the birth.

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New 12.21 Medical Appointment for Pregnant Employees

Up to three decimal seven five (3.75) hours of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

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Article 15
LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

15.01 b) Employer will grant leave without pay:

- (i) to an employee who represents the Alliance in an application for certification or in an intervention;

and

- (ii) to an employee who makes personal representations with respect to a certification.

15.05 The Employer will grant leave without pay to an employee to attend contract negotiation meetings on behalf of the Alliance

15.06 When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

15.08 When operational requirements permit, the Employer shall grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of the Alliance, meetings of the National Executive of the component, Executive Board meetings of the Alliance, and conventions of the Alliance, the components, the Canadian Labour Congress and the territorial and provincial Federations of Labour.

15.09 When operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.

New:

15.10: Effective the date of the signing of the collective agreement, leave granted to an employee under article 15.01 b), 15.05, 15.06, 15.08 and 15.09 will be with pay; the PSAC will reimburse the employer for the salary and benefit costs of the employee during employee during the period of approved leave with pay according to the terms established by joint agreement.

New - Vacation Time for Shift Workers

17.05 (C) (iii)

The employer shall allow a shift employee to accumulate compensatory leave credits to cover the difference between eleven (11) shifts and the time off in lieu of designated holidays. Thereby enabling shift employees to take shifts off in lieu of designated holidays without necessarily requiring the use of vacation leave credits. Any compensatory leave credits earned in a fiscal year and not taken by the end of the following fiscal year will be paid in cash at the rate of pay at which the overtime was earned.

ARTICLE 22
REPORTING PAY

22.01 When an employee is required by the Employer to report for work for prescheduled overtime on a day of rest or a designated holiday, he or she shall be paid the greater of:

(a) compensation at the applicable overtime rate for time worked, or

(b) the minimum of three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours pays in an eight (8) hour period. Such maximum shall include any minimum payment received pursuant to clause 18.08 of Article 18 (Overtime).

22.02 Reporting pay is not different from or additional to overtime compensation but is merely to establish a minimum compensation to be paid in prescribed circumstances.

Accepted

ARTICLE 26
TRAVEL TIME

26.05 If an employee is required to travel as set forth in clauses 26.03 and 26.04:

a) On a normal working day on which the employee travels but does not work, the employee shall be paid:

(iii) at the employee's straight-time rate of pay for the first seven and one-half (7 ½) hours traveled (minimum - the employee's daily rate of pay);

(iv) at time and one-half (1½) the employee's straight-time rate for all hours traveled in excess of seven and one-half (7 ½) hours.

b) On a normal working day on which the employee travels and works, the employee shall be paid:

(i) his or her regular pay for the day for a combined period of travel and work not exceeding seven and one-half (7½) hours, and

(ii) at time and one-half (1½) the employee's straight-time rate for additional travel in excess of seven and one-half (7½) hours of work and travel.

c) on a day of rest or a designated holiday, the employee shall be paid at the applicable overtime rate for hours traveled to a maximum of twelve (12) hours pay at the straight-time rate of pay, or not to exceed fifteen (15) hours' pay at the straight-time rate of pay when the travel is outside Canada or Continental USA. . This maximum shall not apply for travel (on a day of rest or designated holiday) when the Employer requires, for operational security reasons, the employee to travel to the destination in a manner with a longer scheduled travel time.

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ARTICLE 29
EMPLOYEE FILES

29.01 Upon written request of an employee, the personnel file of that employee shall be made available ~~once per year~~ for his or her examination, in the presence of an authorized representative of the Employer; on the request of the employee, a representative of the bargaining agent may be present.

29.02 Where a report pertaining to an employee's performance or conduct is placed on the employee's personnel file, the employee concerned shall be given: ~~an opportunity to sign the report in question to indicate that its contents have been read.~~

(a) a copy of the report placed on their file.

(b) **an opportunity** to sign the report in question to indicate that its contents have been read,

and

(c) **an opportunity** to submit such written representation as the employee may deem appropriate concerning the report and to have such written representations attached to the report.

ARTICLE XX
RELIGIOUS OBSERVANCE

XX.01 The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her religious obligations.

XX.02 Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave, leave without pay for other reasons or a shift exchange (in the case of a shift worker) in order to fulfill their religious obligations.

XX.03 An employee who intends to request leave or time off under this Article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence unless, because of unforeseeable circumstances, such notice cannot be given.

XX.04 Notwithstanding clause xx.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

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APPENDIX XX

MEMORANDUM OF AGREEMENT ON SUPPORTING EMPLOYEE WELLNESS

This Memorandum of Agreement is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada:

The Communications Security Establishment (CSE) and the Public Alliance of Canada (PSAC) agree to undertake the necessary steps in order to implement applicable changes resulting from the findings and conclusions of the joint Treasury Board/PSAC Task Force on supporting employee wellness. The parties agree to continue the current practice of working collaboratively to address concerns with respect to employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.

Without Prejudice



APPENDIX XX
MEMORANDUM OF AGREEMENT
ON CHILDCARE

This Memorandum of Agreement is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada regarding issues of childcare.

The parties agree to review, discuss and consider the findings and conclusions of the Joint National Child Care Committee at the next round of bargaining.

Without Prejudice

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APPENDIX XX
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COMMUNICATIONS SECURITY ESTABLISHMENT
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
IN RESPECT OF THE
COMPENSATION ADVISORS RETENTION ALLOWANCE

1. In an effort to increase retention of all Compensation Advisors at the UNI-05, UNI-06 and UNI-07, the Employer will provide a "Retention Allowance" for the performance of Compensation duties in the following amount and subject to the following conditions:
 - a. Commencing on the date of signing of this Collective Agreement and ending with the signing of a new agreement, employees falling into the categories listed above shall be eligible to receive an allowance to be paid biweekly;
 - b. The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix A of the collective agreement. This daily amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eight eight (260.88);

Retention Allowance

Annual	Daily
\$2,500	\$9.58

- c. The Retention Allowance specified above does not form part of an employee's salary;
 - d. The Retention Allowance will be added to the calculation of the weekly rate of pay for the maternity and parental allowances payable under article 12.06 and 12.09 of this collective agreement;
 - e. Subject to (f) below, the amount of the Retention Allowance payable is that amount specified in the letter of offer of the employee's UNI-05, UNI-06 and UNI-07 position;

- f. When a Compensation Advisor as defined in clause 1 above is required by the Employer to perform duties of a classification level that does not have a Retention Allowance, the Retention Allowance shall not be payable for the period during which the employee performs the duties.
2. A part-time employee receiving the Allowance shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at their hourly rate of pay.
3. An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.
4. The Memorandum of Understanding expires with the signing of a new collective agreement.

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ANNEX A

COMPENSATION ADVISORS

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada regarding the temporary incentives for compensation advisors, to support their recruitment and retention.

The parties agree to the following incentives and other provisions identified above.

Part A - Incentives

Commencing on the date of signing of this MOU, and ending June 1, 2018, Compensation Advisors eligible for the Compensation Advisors Retention Allowance and who are part of the Compensation unit (hereafter referred to as "employees") shall be eligible to receive the following incentive payments:

1. One-time Incentive Payment

The Employer will provide an incentive payment to employees of \$4,000, only once during the employee's entire period of employment in the federal public service.

Current Employees will receive the incentive payment as two (2) \$2,000 lump sums, one payable effective the date of signing of this MOU and one payable July 1, 2018.

New Recruits hired after the signing of this MOU and prior to June 1, 2018, will receive the incentive payment after completing a one-year period of continuous employment.

Retirees who come back to work as Compensation Advisors after the signing of this MOU and prior to June 1, 2018, will earn the incentive payment through pro-rated payments over a six-month contiguous or non-contiguous period of employment, starting upon commencement of employment. The full amount of the incentive payment will be pro-rated to the period worked up to a maximum period of six months, and paid in increments on a bi-weekly basis. The qualifying period to receive the award is shorter than the qualifying period for new recruits in recognition of the experience a retiree will contribute to the operations immediately upon hiring.

Part-time employees shall be entitled to the payment on a pro rata basis based on actual hours worked during the relevant qualifying period as per the above, as a percentage of full time hours.

2. Overtime

Overtime shall be compensated at double (2) time for overtime worked during the period between August 1, 2017, and June 1, 2018.

3. (a) Carry-Over and/or Liquidation of Vacation Leave

- i. Where, in the vacation year 2017-2018, an employee has not been granted all of the vacation leave credited to the employee, the unused portion of their vacation leave on March 31, 2018 shall be carried over into the following vacation year.
- ii. If on March 31, 2019, an employee has more than two hundred and sixty-two decimal five (262.5) hours of unused vacation leave credits, a minimum of seventy-five (75) hours per year of the excess balance shall be granted or paid in cash, in accordance with the employee's choice, by March 31 of each year commencing March 31, 2019, until all vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay, as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31, 2018.

(b) Compensation in cash or leave with pay

All compensatory leave earned in the fiscal year 2016-2017 and outstanding on March 31, 2019, shall not be paid out, in whole or in part, other than at the request of the employee and with the approval of the Employer. Should the employee request accumulated compensatory leave be paid out on March 2018, it will be paid out at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position on March 31, 2019. All compensatory leave earned in the fiscal year 2017-2018, shall not be paid out, in whole or in part, other than at the request of the employee and with the approval of the Employer. For greater clarity, the provisions of article 18.05(a) of the collective agreement remain applicable. Should the employee request accumulated compensatory leave be paid out on March 31, 2019, it will be paid out at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position on March 31, 2019.

Part B - Other provisions

Pay processing of the incentive payments for retirees and part-time employees, as well as overtime will be implemented within 150 days following the signature of this agreement.

Without Prejudice

Handwritten signatures of the parties involved in the agreement, located in the bottom right corner of the page.

The parties agree that the terms of this Memorandum of Understanding will not be affected by any notice to bargain served under section 106 of the *Federal Public Sector Labour Relations Act*.

As such, the terms and conditions set out in this Memorandum of Understanding will cease on the dates indicated in the memorandum of Understanding and will not be continued in force by the operation of s. 107.

Prior to June 1, 2018 the parties may agree by mutual consent to extend the limitation periods set out in clauses 2 and 3. (a) and (b), based on an assessment of working conditions, recruitment and retention issues with compensation advisors and the need to continue to provide for increased capacity.

The parties recognize that an extension of these clauses is made without prejudice or precedent and will in no way bind the parties to any particular position that they may wish to take on overtime, carry-over and/or liquidation of vacation leave or compensation in cash or leave with pay issues during any round of collective bargaining.

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****APPENDIX "XX"**
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COMMUNICATION SECURITY ESTABLISHMENT
AND
PUBLIC SERVICE ALLIANCE OF CANADA

Preamble

This Memorandum of Understanding (MOU) is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada regarding allowances for employees in the Financial Management Group. The parties agree to the following allowances identified above.

Part A – CFO Transitional Allowance

Application

1. In order to compensate for specific responsibilities associated with the implementation of the Chief Financial Officer (CFO) Model during the period of transition, the Employer will provide a CFO Transitional Allowance to incumbents of positions at the UNI-9 and UNI-10 for the performance of duties in the Financial Management Group.
2. The parties agree that incumbents of positions identified above shall be eligible to receive a "Chief Financial Officer (CFO) Transitional Allowance" as specified in 2(a) subject to the following conditions:
 - (a) Effective **date of signing**, a Transitional Allowance is to be paid to employees at the maximum of each level identified in accordance with the following grid:

Chief Financial Officer (CFO) Transitional Allowance	
	Annual Amount
UNI-9	\$3,863
UNI-10	\$4,785

- (b) The Chief Financial Officer (CFO) Transitional Allowance specified above does not form part of an employee's salary.

[Handwritten signatures]

- (c) An employee shall be paid the Chief Financial Officer (CFO) Transitional Allowance for each calendar month for which the employee receives at least ten (10) days' pay.
- (d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
- (e) The value of the Chief Financial Officer (CFO) Transitional Allowance payable is at the value specified in clause 2(a) for the level prescribed in the certificate of appointment of the employee's substantive position.
- (f) When an employee in receipt of the Chief Financial Officer (CFO) Transitional Allowance is required by the Employer to perform the duties of a higher classification level within the Financial Management Group the Transitional Allowance of the substantive position shall continue until such time as the employee qualifies for the CFO Transitional Allowance for the higher level.

Part B – Financial Management Group Allowance

Application

- 3. In order to compensate for Financial responsibilities, the Employer will provide an Allowance to incumbents of positions classified at the UNI-6 to UNI-10 levels performing Financial functions in the Financial Management Group.
- 4. The parties agree that incumbents of positions identified above shall be eligible an allowance in the following amounts and subject to the following conditions:

Financial Management Group Allowance – February 10, 2017	
	Annual Amount
UNI-6	\$410
UNI-7	\$455
UNI-8	NOT APPLICABLE
UNI-9	\$520
UNI-10	\$585

Financial Management Group Allowance – February 10, 2018	
	Annual Amount
UNI-6	\$415
UNI-7	\$460
UNI-8	NOT APPLICABLE
UNI-9	\$525
UNI-10	\$590

- (a) The Financial Management Group Allowance specified above does not form part of an employee's salary.
 - (b) An employee shall be paid the Financial Management Group Allowance for each calendar month for which the employee receives at least ten (10) days' pay.
 - (c) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
 - (d) The value of the allowance payable is at the value specified in clause 4(a) for the level prescribed in the certificate of appointment of the employee's substantive position.
 - (e) When an employee in receipt of the Financial Management Group Allowance is required by the Employer to perform the duties of a higher classification level within the Financial Management Group the Allowance of the substantive position shall continue until such time as the employee qualifies for the Allowance for the higher level.
5. Part-time employees shall be entitled to the Allowance on a pro rata basis.
 6. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
 7. This Memorandum of Understanding expires on February 9, 2019.

**** APPENDIX "A-1"**

Communications Security Establishment
UNISON Group
Annual Rates of Pay (in dollars)

Centre de la sécurité des télécommunications
Groupe UNISON
Taux de rémunération (en dollars)

\$	Effective/En vigueur a compter de	10-Feb-14
A	Effective/En vigueur a compter de	10-Feb-15
B	Effective/En vigueur a compter de	10-Feb-16
X	Effective/En vigueur a compter de	10-Feb-17
C	Effective/En vigueur a compter de	10-Feb-17
D	Effective/En vigueur a compter de	10-Feb-18

BUD/IUN 94403

UNI-11		Minimum	Maximum
From:	\$	107,116	126,019
To:	A	108,455	127,595
	B	109,810	129,189
	X	110,359	129,835
	C	111,739	131,458
	D	113,136	133,102

UNI-10		Minimum	Maximum
From:	\$	95,137	111,927
To:	A	96,327	113,326
	B	97,531	114,742
	X	98,018	115,316
	C	99,243	116,758
	D	100,484	118,217

UNI-09		Minimum	Maximum
From:	\$	84,552	99,470
To:	A	85,608	100,713
	B	86,679	101,972
	X	87,112	102,482
	C	88,201	103,763
	D	89,303	105,060

UNI-08		Minimum	Maximum
From:	\$	78,820	92,731
To:	A	79,805	93,890
	B	80,803	95,064
	X	81,207	95,539
	C	82,222	96,734
	D	83,250	97,943

UNI-07		Minimum	Maximum
From:	\$	73,850	86,881
To:	A	74,773	87,967
	B	75,708	89,066
	X	76,086	89,512
	C	77,037	90,630
	D	78,000	91,763

UNI-06		Minimum	Maximum
From:	\$	66,529	78,271
To:	A	67,360	79,249
	B	68,202	80,240
	X	68,543	80,641
	C	69,400	81,649
	D	70,268	82,670

UNI-05		Minimum	Maximum
From:	\$	57,213	67,309
To:	A	57,928	68,151
	B	58,652	69,002
	X	58,946	69,347
	C	59,683	70,214
	D	60,429	71,092

UNI-04		Minimum	Maximum
From:	\$	51,564	60,737
To:	A	52,208	61,496
	B	52,861	62,265
	X	53,125	62,576
	C	53,789	63,358
	D	54,462	64,150

UNI-03		Minimum	Maximum
From:	\$	46,267	55,530
To:	A	46,846	56,224
	B	47,431	56,927
	X	47,668	57,211
	C	48,264	57,927
	D	48,867	58,651

UNI-02		Minimum	Maximum
From:	\$	41,685	50,756
To:	A	42,206	51,390
	B	42,733	52,033
	X	42,947	52,293
	C	43,484	52,946
	D	44,027	53,608

UNI-01		Minimum	Maximum
From:	\$	36,232	43,813
To:	A	36,685	44,360
	B	37,144	44,915
	X	37,329	45,139
	C	37,796	45,704
	D	38,269	46,275

Note: The official rates of pay will be those established in the PHOENIX system based on the agreed to increases and adjustments shown.

**** APPENDIX "A-2"**

Communications Security Establishment

Centre de la sécurité des télécommunications

Compensation Rates for former Classification
Groups and Levels subject to Salary Protection
as a result of UNISON Conversion

Taux de rémunération des groupes en niveau
antérieurs assujettis à la protection salariale
lors de la transposition UNISON

Annual Rates of Pay (in dollars)

Taux de rémunération (en dollars)

Original Arbitral Award dated June 16, 2004 and
Collective Agreement in effect
February 10, 2012 to February 9, 2015

Décision arbitrale datée du 16 juin 2004 et Co
Convention Collective en date du 10 février 2012
au 9 février 2015

\$	Effective/En vigueur a compter de	10-Feb-14
A	Effective/En vigueur a compter de	10-Feb-15
B	Effective/En vigueur a compter de	10-Feb-16
X	Effective/En vigueur a compter de	10-Feb-17
C	Effective/En vigueur a compter de	10-Feb-17
D	Effective/En vigueur a compter de	10-Feb-18

BUD/IUN 94403

CS-01	From/De:	\$	38,105	40,160	42,206	44,260	46,320	48,370	50,432
	To/À:	A	38,582	40,663	42,734	44,814	46,899	48,974	51,063
		B	39,064	41,171	43,268	45,374	47,485	49,587	51,701
		X	39,259	41,377	43,484	45,601	47,722	49,835	51,960
		C	39,750	41,894	44,028	46,171	48,319	50,457	52,609
		D	40,247	42,418	44,578	46,748	48,923	51,088	53,267
	From/De:	\$	52,492	54,540	56,598	58,654	60,695	62,733	64,774
	To/À:	A	53,148	55,221	57,306	59,387	61,453	63,517	65,583
		B	53,812	55,912	58,022	60,130	62,222	64,311	66,403
		X	54,081	56,191	58,312	60,430	62,533	64,633	66,735
		C	54,757	56,894	59,041	61,186	63,314	65,441	67,569
		D	55,442	57,605	59,779	61,951	64,106	66,259	68,414
CS-04	From/De:	\$	85,534	88,761	91,970	95,177	98,389	101,601	104,811
	To/À:	A	86,604	89,870	93,119	96,367	99,619	102,871	106,121
		B	87,686	90,994	94,283	97,572	100,864	104,157	107,448
		X	88,125	91,449	94,755	98,060	101,369	104,678	107,985
		C	89,226	92,592	95,939	99,285	102,636	105,986	109,335
		D	90,341	93,749	97,138	100,526	103,919	107,311	110,701
AS-04	From/De:	\$	63,555	65,848	68,155				
	To/À:	A	64,349	66,671	69,007				
		B	65,154	67,505	69,870				
		X	65,479	67,842	70,219				
		C	66,298	68,690	71,097				
		D	67,127	69,549	71,985				

16/11/2017

MANAGEMENT NEGOTIATION EYES ONLY

AS-06	From/De:	\$	86,282	89,511	92,731
	To/À:	A	87,361	90,630	93,890
		B	88,453	91,763	95,064
		X	88,895	92,222	95,539
		C	90,006	93,374	96,734
		D	91,131	94,542	97,943
AS-07	From/De:	\$	97,115	100,995	105,040
	To/À:	A	98,329	102,258	106,354
		B	99,558	103,536	107,683
		X	100,055	104,054	108,221
		C	101,306	105,354	109,574
		D	102,572	106,671	110,944
AS-08	From/De:	\$	95,285		112,152
	To/À:	A	96,476		113,554
		B	97,682		114,973
		X	98,170		115,548
		C	99,397		116,993
		D	100,640		118,455
PE-05	From/De:	\$	90,577	93,891	97,337
	To/À:	A	91,709	95,065	98,554
		B	92,856	96,253	99,785
		X	93,320	96,734	100,284
		C	94,486	97,944	101,538
		D	95,668	99,168	102,807
PE-06	From/De:	\$	96,050		111,939
	To/À:	A	97,250		113,339
		B	98,466		114,755
		X	98,958		115,329
		C	100,195		116,771
		D	101,448		118,230

Note: The official rates of pay will be those established in the PHOENIX system based on the agreed to increases and adjustments shown.

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**** APPENDIX "B"**

**MEMORANDUM OF UNDERSTANDING
IN RESPECT OF MARKET ALLOWANCES**

Preamble

The Employer agrees to provide an Allowance to incumbents of positions classified at the UNI-4 to UNI-11 levels performing Computer Science Administration and/or Engineering functions in the performance of duties.

Eligible Positions

1. Positions classified on the day before the issuance of the arbitral award, June 15, 2004, as a "CS-1" to "CS-5" or an "EN-3" to "EN-6".
2. Positions where the primary duties require the performance of Computer Science Administration and/or Engineering functions.

Application

1. The parties agree that incumbents of positions identified above shall be eligible to receive a "Market Allowance" in the following amounts and subject to the following conditions:
 - (a) An allowance will be paid in accordance with the following grid:

MARKET ALLOWANCE PAYMENT SCHEDULE

LEVEL	ANNUAL AMOUNT Effective February 10, 2015	BIWEEKLY PAYMENT
UNI-04	\$1,399.36	\$53.64
UNI-05	\$2,798.72	\$107.28
UNI-06	\$5,597.44	\$214.56
UNI-07	\$8,060.31	\$308.96
UNI-08	\$10,598.20	\$406.25
UNI-09	\$11,660.59	\$446.97
UNI-10	\$13,331.99	\$511.04
UNI-11	\$15,491.47	\$593.81

LEVEL	ANNUAL AMOUNT Effective February 10, 2016	BIWEEKLY PAYMENT
UNI-04	\$1,416.85	\$54.31
UNI-05	\$2,833.71	\$108.63
UNI-06	\$5,667.41	\$217.24
UNI-07	\$8,161.06	\$312.83
UNI-08	\$10,730.68	\$411.32
UNI-09	\$11,806.35	\$452.56
UNI-10	\$13,498.64	\$517.43
UNI-11	\$15,685.12	\$601.23

LEVEL	ANNUAL AMOUNT Effective February 10, 2017	BIWEEKLY PAYMENT
UNI-04	\$1,434.56	\$54.99
UNI-05	\$2,869.13	\$109.98
UNI-06	\$5,738.25	\$219.96
UNI-07	\$8,263.08	\$316.74
UNI-08	\$10,864.81	\$416.46
UNI-09	\$11,953.92	\$458.21
UNI-10	\$13,667.38	\$523.89
UNI-11	\$15,881.18	\$608.75

LEVEL	ANNUAL AMOUNT Effective February 10, 2018	BIWEEKLY PAYMENT
UNI-04	\$1,452.49	\$55.68
UNI-05	\$2,904.99	\$111.36
UNI-06	\$5,809.98	\$222.71
UNI-07	\$8,366.37	\$320.70
UNI-08	\$11,000.62	\$421.67
UNI-09	\$12,103.35	\$463.94
UNI-10	\$13,838.22	\$530.44
UNI-11	\$16,079.69	\$616.36

- (b) Should an employee not be in receipt of pay for an entire qualifying period, the Allowance shall be paid in an amount proportionate to the time the employee was in receipt of pay for such period.
 - (c) The Market Allowance specified above does not form part of an employee's salary.
 - (d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this agreement.
 - (e) Subject to (f) below, the amount of the Market Allowance payable is that amount specified in (a) for the level of the employee's substantive position.
 - (f) When an employee is required by the Employer to perform the duties of a position with a higher classification level in accordance with clause 33.08 for four (4) months or more, the Market Allowance payable shall be proportionate to the time at each level. Where the requirement to perform the duties of a position of a higher classification level is for less than four (4) months such employee will continue to receive the Allowance for the level of his or her substantive position.
2. The parties agree that disputes arising from the application of this Memorandum of Understanding shall be subject to consultation.
 3. This Memorandum of Understanding expires on February 9, 2019.

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Communications Security
Establishment Canada

Centre de la sécurité
des télécommunications Canada



Human Resources

Effective Date: April 4, 2011

CERRID# 673209

PROPOSED **HRH-62 – POLICY ON WORK FORCE ADJUSTMENT**

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Communications Security
Establishment Canada

Centre de la sécurité
des télécommunications Canada



Human Resources

Effective Date: April 4, 2011

CERRID# 673209

HRH-62 – POLICY ON WORK FORCE ADJUSTMENT

1. Objective

- 1.1 Objective** To describe how indeterminate employees whose services will no longer be required due to a work force adjustment (WFA) situation will be treated in order to maximize their employment opportunities.

2. Context

- 2.1 Context** CSECCSE's current *Work Force Adjustment Directive* was developed in 1993 and no longer reflects the current work force trends and requirements.

In consultation with representatives of the union, it was determined that the National Joint Council (NJC) *Work Force Adjustment Directive* best suited the needs of CSECCSE and its employees. Through a series of discussions and in consultation with representatives of the union, the NJC *Work force Adjustment Directive* has been adapted for use at CSECCSE.

Both parties (CSECCSE and representatives of the union) are committed and in agreement to ensuring that the contents of the policy form part of a collective agreement, when permissible.

3. Application

- 3.1 Application** This policy applies to all CSECCSE indeterminate employees with the exception of those in the Executive (EX) Group.

Unless specified, the provisions in sections 7 through 17 of this policy do not apply to alternative delivery situations.

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4. Authority

- 4.1 Authority The application of this policy will be carried out in accordance with the *Instrument of Delegation of Human Resources Management Authorities*.

5. Policy Statement

- 5.1 Equitable treatment CSECCSE will ensure that affected and surplus employees are treated equitably and are given every reasonable opportunity to continue their careers as Public Service employees.
- 5.2 Effective human resources planning CSECCSE shall carry out effective human resources planning to minimize the impact of WFA situations on indeterminate employees and on CSECCSE.
- 5.3 Involuntary lay-offs to a minimum It is the intention of CSECCSE to keep actual involuntary lay-offs to a minimum. Lay-offs shall normally only occur when an individual has refused a reasonable job offer (RJO), or is not mobile, or cannot be retrained within two (2) years, or is laid off at his or her own request.
- 5.4 Maximizing employment opportunities CSECCSE is committed to maximizing employment opportunities for indeterminate employees who are affected by a WFA situation. This will primarily be accomplished through ensuring that, wherever possible, alternative employment opportunities are provided to them. This, however, should not be interpreted as the continuation of a specific position or job but rather as continued employment.
- 5.5 RJO Indeterminate employees, whose services are no longer required because of a WFA situation and for whom CSECCSE knows or can predict employment availability, will receive a guarantee of an RJO. Those employees for whom the Chief, CSECCSE (CCSECCSE) cannot provide the guarantee will have access to transitional employment arrangements.¹
- 5.6 Severance pay and other benefits Severance pay and other benefits flowing from the relevant collective agreement are separate from, and in addition to, those in this policy.

¹ Sections 15, 16, 17 and 18



6. Consultation

6.1 Advise and consult CSECCSE will advise and consult with the local 70654 union(s) as early and as completely as possible regarding any WFA situation.

6.2 Notify Local 70654 Union President(s) Prior to notifying any potentially affected employee, CSECCSE shall notify the Local 70654 Union President(s). Such notification will be in writing, in confidence and at the earliest possible date and under no circumstances less than two (2) working days before any employee is notified of the WFA situation.

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Such notification will include the identity and location of the work unit(s) involved, the expected date of the announcement, the anticipated timing of the workforce adjustment situation and the number, group and level of the employees who are likely to be affected by the decision.

6.3 Notify DND The Chief, CSECCSE (CCSECCSE) may choose to notify the Deputy Minister, Department of National Defence, in confidence, at the earliest possible date before the situation is announced of any WFA situation which is likely to involve six (6) or more indeterminate employees subject to this policy.

6.4 Counseling and advice CSECCSE will ensure that counseling and advice on opportunities of finding continuing employment at CSECCSE or within the public service is available to all affected employees.

6.5 WFA Committee CSECCSE will establish joint WFA committees, where appropriate, to manage, advise and consult on the WFA situations within CSECCSE.

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7. Official Notification

7.1 Notification information When the CCSECCSE determines that the services of an employee are no longer required beyond a specified date due to lack of work or discontinuance of a function, he or she shall advise the employee in writing that his or her service will no longer be required.

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7. Official Notification, Continued

7.2 Communication

This communication shall indicate if the employee:

- is being provided a guarantee of an RJO from the CESECCSE and that the employee will be in surplus status from that date on, or
- is an opting employee and has access to the *Options*² because the employee is not in receipt of a guarantee of an RJO.

When applicable, the communication shall also include the information relative to the employee's possible lay-off date.

CESECCSE may lay-off an employee at a date earlier than originally scheduled when the surplus employee requests them to do so in writing.

A copy of this policy will also be provided to each employee.

7.3 Notification

A copy of any letter issued by the Employer under this part or notice of lay-off shall be sent forthwith to the Local Union President(s).

8. Surplus Employees

8.1 Lay-off notice

CESECCSE 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.

A copy of the notice shall be provide to the Local Union President(s).

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8.2 Refusal of RJO

When a surplus employee refuses an RJO, he or she shall be subject to lay-off one (1) month after the refusal, however not before six (6) months after the surplus declaration date.

8.3 Redeploy

Unless a surplus employee indicates in writing that they do not wish to be redeployed, CESECCSE will make every effort to redeploy the surplus employee.

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² Section 15

8. Surplus Employees, Continued

8.4 Inform and counsel

CSECCSE shall inform and counsel affected and surplus employees as early and as completely as possible to ensure that counseling is available for each opting and surplus employee and laid-off person throughout the process on matters such as:

- the WFA situation and its effect on that individual;
- this policy, procedures, roles and responsibilities and any other related documents;
- CSECCSE's *Priority for Staffing Placement*³ and how it will be utilized for the individual;
- preparation of a curriculum vitae or resume;
- the employee/individual's rights and obligations;
- a summary of the employee's/individual's current situation (pay, benefits, classification, language rights, years of service)
- alternatives that might be available to the employee/individual such as exchanging of positions, appointment, relocation, retraining, lower-level employment, term employment, retirement including the possibility of waiving of penalty if entitled to an annual allowance, Transition Support Measure (TSM)⁴, Education Allowance⁵, resignation accelerated lay-off);
- the likelihood that the employee will be successfully appointed;
- explanation of a guarantee of an RJO, a twelve (12) month surplus priority period in which to secure an RJO, a TSM and/or Education Allowance;
- roles and services available to them by CSECCSE's Human Resources Group and other possible relevant services;
- assistance and preparation for interviews for perspective positions;

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³ Staffing and Recruitment Procedures and Guidelines -- Section 3.2.3

⁴ Section 15

⁵ Section 15



8. Surplus Employees, Continued

8.4 Inform and counsel (continued)

- continued counseling services for as long as the individual is entitled to a priority for staffing placement and has not been appointed;
- advising the employee that a refusal of an RJO will jeopardize their chances for retraining and overall continued employment;
- advise employees to seek out proposed exchanging of positions and submit request for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer;
- Advising employees of the right to be represented by the Alliance in the application of this policy.

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8.5 Appoint surplus employees

CSECCSE will appoint as many of its own surplus employees or laid-off persons as possible, or identify alternative positions (both actual and anticipated) for which individuals can be retrained.

8.6 Equivalent level

The appointment of surplus employees to alternative positions, 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. CSECCSE shall avoid appointment to a lower level except where all other avenues/options have been exhausted.

8.7 Relocate surplus employees

CSECCSE will relocate surplus employees and laid-off individuals, if necessary.

Relocation of surplus employees or laid-off individuals shall take place when the employee indicates that they are willing to relocate and relocation will enable their redeployment or reappointment providing that:

- there are no available priority persons, or priority persons with a higher priority, qualified and interested in the position being filled; or
- there are no available local surplus or laid-off employees who are interested and could qualify with retraining.

8.8 Employer requested relocation

Surplus employees and laid-off persons who relocate under this policy shall be deemed to be employees on employer-requested relocations and therefore the general rule on relocations applies.

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8. Surplus Employees, Continued

- 8.9 Travel costs** CSECCSE will be responsible for the costs of traveling to interviews for possible appointments and of relocation to a new location.⁶
- A laid off person traveling to interviews for possible re-appointment within the Public Service is deemed to be a "traveler".⁷
- 8.10 Termination costs** CSECCSE shall pay the salary, salary protection and/or termination costs as well as other authorized costs such as tuition, travel, relocation and retraining during the surplus and/or lay-off priority periods. That notwithstanding, the appointing organization may agree to absorb all or part of these costs.
- 8.11 One year responsibility for costs** When a surplus employee is appointed by another organization to a term position, CSECCSE will be responsible for the costs associated with Section 8.10 for one (1) year from the date of such appointment, unless there is an agreement between CSECCSE and the appointing organization to a longer period after which the appointing organization becomes the "home organization".⁸
- 8.12 Protect status** CSECCSE will protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position.
- 8.13 Feedback** CSECCSE shall provide feedback to surplus employees and laid-off persons when they are not offered a position for which they were referred.
- 8.14 Retraining plan** CSECCSE will ensure that a retraining plan, if applicable, is prepared and agreed to by all parties, when it is required to facilitate an appointment within CSECCSE or to another organization.
- 8.15 Review use of contractors** CSECCSE will review the use of contractors, private temporary agency personnel, consultants, contractors and their use of contracting out services (except for the P3 agreement with Plenary Group (Canada) Ltd.) terms and any other non-indeterminate individuals and where practicable, will not re-engage or re-employ these services where such action would facilitate the appointment of a surplus employee or laid-off person.

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⁶ National Joint Council (NJC) Travel Directive and the NJC Integrated Relocation Directive

⁷ NJC Travel Directive

⁸ Section 24

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8. Surplus Employees, Continued

8.16 Retain the right

CSECCSE will retain the right to engage or appoint persons to meet short-term, non-recurring requirements however surplus or laid-off persons will be given priority even for these short-term work opportunities.

8.17 Annual review

CSECCSE will review the status of each affected employee, annually, or earlier, from the date of initial notification of affected status and determine whether the employee will remain on affected status or not.

CSECCSE will notify the affected employee, in writing, within five (5) working days of the decision as to whether they will remain on affected status or not, following the annual review.

8.18 Resignation

Any surplus employee who resigns under this policy shall be deemed, for the purposes of severance pay and retroactive remuneration, to be involuntarily laid off on the day on which the CSECCSE accepts in writing the employee's resignation.

9. Reasonable Job Offer

9.1 Determination

CSECCSE will make a determination to either provide a guarantee of an RJO or access to the *Options*⁹ upon request of any indeterminate affected employee who can demonstrate that his or her duties have already ceased to exist.

9.2 Guarantee of an RJO

CSECCSE shall be expected to provide a guarantee of an RJO for those employees subject to a WFA for whom he or she knows or can predict employment availability.

9.3 No guarantee of an RJO

When CSECCSE cannot provide a guarantee of an RJO, all opting employees shall be provided with one hundred and twenty (120) days to consider the three (3) *Options*¹⁰ before a decision is required of them. If the employee fails to select an option, the employee will be deemed to have selected **Option A**¹¹, twelve (12) month surplus priority in which to secure an RJO.

⁹ Section 15

¹⁰ Section 15.5

¹¹ Section 15.5

10. Relocation of a Work Unit¹²

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| 10.1 Choice to re-locate | In situations where a work unit is to be relocated, <u>CSEECSE</u> shall provide all employees whose positions are to be relocated with a written notice of the opportunity to choose whether they wish to move with the position or be treated as if they were subject to a WFA situation. |
| 10.2 Employee to choose to re-locate | Following written notification, employees must indicate, within a period of six months, their intention to move. If the employee's intention is not to move with the relocated position, <u>CSEECSE</u> will, after having considered relevant factors, either provide the employee with a guarantee of an RJO or access to the <i>Options</i> ¹³ . |
| 10.3 Relocation details | Employees relocating with their work units shall be treated in accordance with the provisions of sections 8.7 to 8.9. |
| 10.4 Employee preferred locations | <u>CSEECSE</u> will make every effort to respect employee location preferences. However if after attempts to secure an RJO in the employee's preferred location area fail, nothing precludes <u>CSEECSE</u> from offering the relocated position to employees who are in receipt of a guarantee of an RJO from the <u>CSEECSE</u> . |
| 10.5 No RJO | Employees who are not in receipt of a guarantee of an RJO shall become opting employees and have access to the three (3) <i>Options</i> ¹⁴ . |

11. Retraining - General

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| 11.1 Retraining for existing or anticipated vacancies | <p>To facilitate the redeployment of affected employees, surplus employees, and laid-off persons, <u>CSEECSE</u> shall make every reasonable effort to retrain these employees for:</p> <ul style="list-style-type: none">• existing vacancies; or• anticipated vacancies identified by <u>CSEECSE</u>. |
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¹² Section 24

¹³ Section 15

¹⁴ Section 15.5

11. Retraining - General, Continued

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| 11.2 Identifying retraining opportunities | It is the responsibility of the employee, <u>CSECCSE</u> and appointing organization, if applicable, to identify retraining opportunities pursuant to section 11.1. |
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| 11.3 Timeframe for retraining | Subject to the provisions of section 11.2 the <u>CSECCSE</u> shall approve up to two (2) years of retraining. |

12. Retraining – Surplus Employees

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| 12.1 Eligibility for retraining | <p>A surplus employee is eligible for retraining provided that:</p> <ul style="list-style-type: none">• retraining is needed to facilitate the appointment of the surplus employee to a specific vacant position or will enable the surplus employee to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates; and• there are no other available priority persons under a WFA situation who qualify for the position as referenced above. |
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| 12.2 Retraining plan | <u>CSECCSE</u> is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee, the appropriate delegated authority ¹⁵ and appointing organizations, if required. |
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| 12.3 Satisfactory performance | Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance of the employee. |
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| 12.4 Continued employment and compensation | While on retraining, a surplus employee continues to be employed by <u>CSECCSE</u> and is entitled to be paid in accordance with his or her current appointment, unless the appointing organization is willing to appoint the employee indeterminately, conditional on successful completion of retraining, in which case the retraining plan shall be included in the letter of offer. |

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¹⁵ Instrument of Delegation of Human Resources Management Authorities

12. Retraining – Surplus Employees, Continued

12.5 Extension of lay-off date

When a retraining plan has been approved and the surplus employee continues to be employed by ~~CSECCSE~~, the proposed lay-off date shall be extended to the end of the retraining period, subject to section 12.3.

12.6 Retraining is unsuccessful

An employee who is unsuccessful in retraining may be laid off at the end of the surplus period, provided that ~~CSECCSE~~ has been unsuccessful in providing the employee an RJO.

12.7 Retraining for one year or until date of appointment

In addition to all other rights and benefits provided in this section, a surplus employee who is provided a guaranteed RJO, is also guaranteed, subject to the employee's willingness to relocate, training to prepare the surplus employee for appointment to a position pursuant to section 11.1. Such training will continue for one (1) year or until the date of appointment to another position, whichever occurs first. Appointment to this position is subject to successful completion of the training.

13. Retraining – Laid-off persons

13.1 Eligibility for retraining

A laid-off person shall be eligible for retraining provided that:

- retraining is needed to facilitate the appointment of the laid-off person to a specific vacant position;
- the laid-off person meets the minimum requirements set out in the relevant ~~CSECCSE~~ Competency Profiles, or if this is an external appointment, the applicable Selection Standard / Competency Profile for appointment to the identified group; and
- there are no other available persons with a priority for staffing placement under a situation for which the employee is eligible for re-training¹⁶ who qualify for the position.

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¹⁶ Staffing and Recruitment Procedures and Guidelines – Section 3.2.3

13. Retraining – Laid-off persons, Continued

13.2 Letter of offer includes retraining plan

When a laid-off person is offered an appointment conditional on successful completion of retraining, a retraining plan shall be included in the letter of offer. If the laid-off person accepts the conditional offer, he or she will be appointed on an indeterminate basis to the full level of the position after having successfully completed the training and is assessed as being qualified for the position. When a laid-off person accepts an appointment to a position with a lower maximum rate of pay than the position from which he or she was laid-off from, the employee will be salary protected.¹⁷

14. Salary Protection

14.1 Appointment to a lower level position

Surplus employees and laid-off persons appointed to a lower-level position under this policy shall have their salary and any pay equity equalization payments, if any, protected in accordance with the salary protection provisions of the relevant collective agreement¹⁸, or, in the absence of such provisions, the appropriate provisions of the *Regulations Respecting Pay on Reclassification or Conversion*.

14.2 Duration of salary protection

Employees whose salary is protected pursuant to section 14.1 will benefit from salary protection until they are appointed or deployed 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.

15. Options for Employees

15.1 Guarantee of an RJO

The CCSECCSE will be expected to provide a guarantee of an RJO for those affected employees who will be declared surplus and for whom he or she knows or can predict employment availability. If the CCSECCSE cannot provide such a guarantee, if requested by the employee, he or she shall provide his or her reasons in writing. Employees in receipt of this guarantee would not have access to the choice of *Options*¹⁹.

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¹⁷ Section 14

¹⁸ Collective Agreement between the Communications Security Establishment and the Public Service Alliance of Canada - Appendix F

¹⁹ Section 15.5

15. Options for Employees, Continued

15.2 Choosing an option

Employees who are not in receipt of a guarantee of an RJO from the ~~CESECCSE~~ will have one hundred and twenty (120) days to consider the three (3) *Options*²⁰ before they are required to make a decision.

The opting employee must provide their choice of option in writing within the one hundred and twenty (120) day time frame. The employee cannot change their choice of option once they have provided that choice in writing.

15.3 Failing to choose an option

If the employee fails to choose an option, the employee will be deemed to have selected **Option A**, twelve (12) month surplus priority period in which to secure an RJO at the end of the one hundred and twenty (120) day window.

15.4 Ineligible for Transition Support Measure (TSM) of education allowance

If an RJO which does not require relocation is made at any time during the one hundred and twenty (120) day opting period and prior to the written acceptance of the Transition Support Measure (TSM) or the Education Allowance Options, the employee is ineligible for the TSM or the Education Allowance.

15.5 Options

Only opting employees who are not in receipt of the guarantee of an RJO from the ~~CESECCSE~~ will have access to the choice of the following options:

Option A

- (i) Twelve (12) month surplus priority period in which to secure an RJO. Should an RJO not be made within a period of twelve (12) months, the employee will be laid off in accordance with section 7 of this policy. Employees who choose or are deemed to have chosen this option are surplus employees.
- (ii) At the request of the employee, this twelve (12) month surplus priority period shall be extended by the unused portion of the one hundred and twenty (120) day opting period²¹ which remains once the employee has selected in writing **Option A**.

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²⁰ Section 15.5

²¹ Section 15.2

15. Options for Employees, Continued

15.5 Options (continued)

- (iii) When a surplus employee who has chosen, or who is deemed to have chosen, **Option A** offers to resign before the end of the twelve (12) month surplus priority period, the ~~CSECCSE~~ may authorize a lump-sum payment equal to the surplus employee's pay for the substantive position 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**, the TSM.

- (iv) ~~CSECCSE~~ will make every reasonable effort to market a surplus employee during the employee's surplus period within his or her preferred area of mobility.

or

Option B

- (i) TSM is a cash payment, based on the employee's years of service in the public service²² made to an opting employee. Employees choosing this option must resign but will be considered to be laid-off for purposes of severance pay. The TSM shall be paid in one or two lump-sum amounts over a maximum two (2) year period.

or

Option C

Education allowance is a TSM²³ plus an amount of not more than ~~eleven~~ ~~fifteen~~ thousand dollars (~~\$11,000~~ \$15,000) (or adjusted to be aligned with the NJC amount) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and ~~mandatory~~ relevant equipment. Employees choosing this option could either:

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- (i) resign from ~~CSECCSE~~ but be considered to be laid-off for severance pay purposes on the date of their departure;

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²² Annex C
²³ Section 15.5

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15. Options for Employees, Continued

15.5 Options (continued)

- (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 or two 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 share 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 ~~CSECCSE~~ or within the Public Service, the employee will be laid off in accordance with Section 7 of these procedures.

15.6 Departure date

~~CSECCSE~~ will determine the departure date of opting employees who choose **Option B** or **Option C**.

15.7 No combination of payments

The TSM, pay in lieu of unfulfilled surplus period and the Education Allowance cannot be combined with any other payment under this policy and related procedures.

15.8 Relinquish priority rights

For situations of pay in lieu of unfulfilled surplus period, **Option B** and **Option C** (i) the employee relinquishes any priority rights for reappointment upon acceptance of his or her resignation.

15.9 Proof of registration

Employees choosing **Option C** (ii) who have not provided ~~CSECCSE~~ with proof of registration from a learning institution twelve (12) months after starting their leave without pay period will be deemed to have resigned from ~~CSECCSE~~, and be considered to be laid-off for purposes of severance pay.

15.10 Counseling services

All opting employees will be entitled to up to ~~a thousand six hundred dollars (\$1000.00 600.00)~~ (or adjusted to be aligned with the NJC amount) towards counseling services in respect of their potential re-employment or retirement. Such counseling services may include financial, and job placement counseling services.

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15.11 Reimbursement

An opting employee who has received pay in lieu of unfulfilled surplus period, a TSM or an Education Allowance and is re-appointed to ~~CSECCSE~~ or appointed to the Public Service 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.

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15. Options for Employees, Continued

- 15.12 No reimbursement** Notwithstanding section 15.11, an opting employee who has received an Education Allowance will not be required to reimburse tuition expenses, costs of books and mandatory equipment, for which he or she cannot get a refund.
- 15.13 Pay in lieu** The ~~CCSECCSE~~ 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 that no additional costs will be incurred in having the work done in any other way during that period.
- 15.14 Ineligible for pay in lieu** If a surplus employee who has chosen, or is deemed to have chosen, **Option A** refuses an RJO at any time during the twelve (12) month surplus priority period, the employee is ineligible for pay in lieu of unfulfilled surplus period.
- 15.15 Approval of pay in lieu** Approval of pay in lieu of unfulfilled surplus period is at the discretion of ~~CCSECCSE~~, but shall not be unreasonably denied.

16. Exchange of positions

- 16.1 Internal exchange of positions** The ~~CCSECCSE~~ will provide a mechanism for the internal exchange of positions within ~~CCSECCSE~~. ~~CCSECCSE~~ may also choose to participate in the exchange of positions process with other organizations, subject to the approval of the ~~CCSECCSE~~.
- 16.2 Exchange with an alternate** An exchange occurs when an opting employee who wishes to remain at ~~CCSECCSE~~, exchanges positions with a non-affected employee (the alternate) who is willing to leave under the terms of sections 15, 16 or 17 of this policy.
- 16.3 Exchange only for opting and surplus employees** a) Only an opting employee, ~~not a surplus one, and surplus employee~~ may exchange into an indeterminate position.
- b) If an exchange is proposed for a surplus employee, as opposed to an opting employee, the TSM that is available to the exchanged employee under 15.5 B) or 15.5 C) i) shall be reduced by one week for each completed week between the beginning of the employee's surplus priority period and the date of the exchange is proposed.

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16. Exchange of positions, Continued

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| 16.4 Retaining skills | An indeterminate employee wishing to leave may express an interest in exchanging positions with an opting employee. GSECCSE will decide, however, whether a proposed exchange will result in retaining the skills required to meet the ongoing needs of the position. |
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| 16.5 Eliminate a function or position | An exchange must permanently eliminate a function or a position. |
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| 16.6 Meet the requirements of the position | The opting employee moving into the unaffected position must meet the requirements for appointment to the position; for greater clarity, that appointment is subject to all GSECCSE and/or all Public Service Commission requirements for the appointment or deployment of an affected employee from his or her surplus position into an unaffected position; this includes language requirements and the determination of applicable equivalencies for staffing purposes. The alternate who is 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 exchange. |
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| 16.7 Equivalent positions | An exchange should normally occur between employees at the same group and level. When the two (2) positions are not the same group and level, exchanging of positions can still occur if the positions can be considered equivalent. They are considered equal when the maximum rate of pay for the higher paid position is no more than six (6) percent higher than the maximum rate of pay of the lower paid position. |
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| 16.8 Same date for exchanges | An exchange must occur on the same pre-determined date, i.e. two (2) employees directly exchange positions on the same day. Any exchange that creates a "domino" effect or for "future considerations" will not be permitted.

<u>For clarity, the exchange will not be denied solely as a result of untimely administrative processes.</u> |

17. Retention payment

- 17.1 Eligibility** There are three (3) situations in which an employee may be eligible to receive a retention payment. These are:
- total facility closures;
 - relocation of work units;
 - alternative delivery initiatives (ADI).

- 17.2 No priority rights** All employees accepting retention payments must agree to leave CSECCSE without priority rights.

- 17.3 Reimbursement if re-hired** An individual who has received a retention payment and, as applicable, is either re-appointed to CSECCSE or appointed to the Public Service within the six (6) 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.

- 17.4 Total facility closure and six (6) months pay** In situations where there is a total facility closure where CSECCSE jobs are to cease and
- such jobs are in remote areas of the country, or
 - retraining and relocation costs are prohibitive, or
 - prospects of reasonable alternative local employment (whether within or outside the Core Public Administration) are poor.

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

- 17.5 Re-location of work unit and six (6) months pay** In situations of the relocation of work units where CSECCSE work units:
- are being relocated, and
 - when the CSECCSE 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
 - where the employee has opted not to relocate with the function.

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17. Retention payment, Continued

17.5 Re- location of work unit and six (6) months pay (continued)

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

17.6 Alternative delivery and six (6) months pay

In situations of ADI:

- where the CSECCSE work units are affected by ADI;
- when the CCSECCSE decides that, compared to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of the transfer to the new employer;
- where the employee has not received a job offer from the new employer or has received an offer and did not accept it.

The CCSECCSE shall pay each employee who is asked to remain until the transfer date and who offers a resignation from CSECCSE to take effect on the transfer date, a sum equivalent to six (6) months' pay payable upon the transfer date, provided the employee has not separated prematurely.

18. Special provisions regarding alternative delivery initiatives (ADI)

18.1 General

The administration of the provisions of this section will be guided by the following principles:

- a. consistent, fair and reasonable treatment of employees;
- b. value for money and affordability; and
- c. maximization of employment opportunities for employees.

CSECCSE shall make every reasonable effort to maintain the status of its employees and will only use the provisions contained under this section as a last resort. Consequently, if employees have transferable skills to other areas of CSECCSE or the Public Service, all applicable sections of this policy should be applied prior to looking at the ADI.

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18. Special provisions regarding alternative delivery initiatives (ADI), Continued

18.1 General (continued)

The provisions of this section will apply only in the situations of ADI and are in exception to other provisions of this policy. Employees who are affected by ADI and who receive job offers from the new employer shall be treated in accordance with the provisions of this section and, only where specifically indicated will other provisions of this policy apply to them.

The CCSECCSE will be responsible for deciding, after considering the criteria set out above, which of the *Types*²⁴ applies in the case of particular ADI.

Employees directly affected by ADI are responsible for seriously considering job offers made by new employers and advising CSECCSE of their decision within the allowed period.

For the purposes of sections 18.14, 18.15, 18.17, the term "remuneration" includes and is limited to annual salary plus equal pay adjustments, if any, and supervisory differential, if any.

18.2 ADI notice period

CSECCSE will, as soon as possible after the decision is made to proceed with an ADI, and if possible, not less than one hundred and eighty (180) days prior to the date of transfer, provide notice to the local 70654 union.

The notice to the local 70654 union President will include:

- the program being considered for ADI;
- the reason for the ADI; and
- the type of approach anticipated for the initiative.

In cases of ADI, the parties will conduct meaningful consultation on human resource issues related to the ADI in order to provide information to the employee which will assist him/her in deciding on whether or not to accept the job offer.

Continued on next page

²⁴ Section 18

18. Special provisions regarding alternative delivery initiatives (ADI), Continued

18.3 Joint WFA-ADI Committee

A joint WFA-ADI Committee will be created for ADI and will have equal representation from ~~CSBCCSE~~ and the local 70654 union. By mutual agreement, the committee may include other participants. The joint WFA-ADI Committee will define the rules of conduct of the committee.

In cases of commercialization where tendering will be part of the process, the members of the WFA-ADI Committee will make every reasonable effort to come to an agreement on the criteria related to human resource issues (e.g.: terms and conditions of employment, pension and health care benefits, the take up number of employees), to be included in the Request for Proposals (RFP) process. The committee will respect the contracting rules of the federal government.

18.4 Types of transitional employment arrangements

There are three (3) types of transitional employment arrangements resulting from ADI.

For Type 1 and Type 2 transitional employment arrangements, the offer of employment from the new employer will be deemed to constitute an RJO for purposes of this section.

For Type 3 transitional employment arrangements, an offer of employment from the new employer will not be deemed to constitute an RJO for purposes of this section.

18.5 Type 1

Type 1 arrangements meet all of the following criteria:

- a) legislated successor rights apply. Specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;
- b) the *Public Service Terms and Conditions of Employment Regulations*, the terms of the relevant collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer or by the PSLRB pursuant to a successor rights application;

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18. Special provisions regarding alternative delivery initiatives (ADI), Continued

18.5 Type 1 (continued)

- c) recognition of continuous employment in the Public Service, as defined in the *Public Service Terms and Conditions of Employment Regulations*, for purposes of determining the employee's entitlements under the relevant collective agreement continued due to the application of successor rights;
- d) pension arrangements according to the Statement of Pension Principles set out in Annex A, or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to subsection 18.16;
- e) transitional employment guarantee: a two (2) year minimum employment guarantee with the new employer;
- f) coverage in each of the following core benefits: health benefits, long term disability insurance (LTDI) and dental plan;
- g) short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to maximum of the new employer's LTDI waiting period.

18.6 Type 2

Type 2 arrangements meet all of the following criteria:

- a) the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of the group's current federal hourly remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are the same;
- b) the average annual salary of the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of federal annual remuneration (= per cent or greater of federal annual remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are different;
- c) pension arrangements according to the Statement of Pension Principles as set out in Annex A, or in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to subsection 18.16;
- d) transitional employment guarantee: employment tenure equivalent to that of the permanent work force in receiving organizations or a two (2) year minimum employment guarantee;
- e) coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
- f) short-term disability arrangement.

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18. Special provisions regarding alternative delivery initiatives (ADI),

Continued

18.7 Type 3 A Type 3 arrangement is any ADI that does not meet the criteria applying in Type 1 and Type 2 transitional employment arrangements.

18.8 Written notice Where ADI are being undertaken, CESECCSE shall provide written notice to all employees offered employment by the new employer, giving them the opportunity to choose whether they wish to accept the offer.

18.9 Sixty (60) days to accept offer Following written notification, employees must indicate within a period of sixty (60) days their intention to accept the employment offer.

18.10 Types 1 and 2 non-acceptance of RJO Employees who do not accept the RJO from the new employer in the case of Type 1 or 2 transitional employment arrangements will be given four (4) months notice of termination of employment and their employment will be terminated at the end of that period or on a mutually agreed upon date before the end of the four (4) month notice period except where the employee was unaware of the offer or incapable of indicating an acceptance of the offer.

The provisions of section 7, Official Notification, and section 17, Retention Payment, will apply in the case of an employee who refuses an RJO of employment of a Type 1 or Type 2 transitional employment arrangement. A payment under section 17 may not be combined with a payment under the other section.

18.11 Extension of notice of termination period The CESECCSE may extend the notice of termination period for operational reasons, but the extended period shall not end later than the date of the transfer to the new employer.

18.12 Type 3 non-acceptance of offer Employees who do not accept a job offer from the new employer in the case of Type 3 transitional employment arrangements may be declared opting or surplus by the CESECCSE in accordance with the provisions of the other parts of this policy.

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18. Special provisions regarding alternative delivery initiatives (ADI), Continued

18.13 Effective date of transfer Employees who accept a job offer from the new employer in the case of any ADI will have their employment terminated on the date on which the transfer becomes effective, or on another date that may be designated by CSECCSE for operational reasons provided that this does not create a break in continuous service between CSECCSE and the new employer.

18.14 Type 2 three (3) months pay and salary top up Employees who accept the RJO of employment from the new employer in the case of Type 2 transitional employment arrangements will receive a sum equivalent to three (3) months pay, payable upon the day on which the CSECCSE work or function is transferred to the new employer.

CSECCSE will also pay these employees an eighteen (18) month salary top-up allowance equivalent to the difference between the remuneration applicable to their CSECCSE position and the salary applicable to their position with the new employer. This allowance will be paid as a lump-sum, payable on the day on which the work or function at CSECCSE is transferred to the new employer.

18.15 Additional salary top up if new salary below 80% of former salary In the case of individuals who accept an offer of employment from the new employer in the case of a Type 2 arrangement whose new hourly or annual salary falls below eighty per cent (80%) of their former CSECCSE hourly or annual remuneration, CSECCSE will pay an additional six (6) months of salary top-up allowance for a total of twenty-four (24) months under this section and section 18.14. The salary top-up allowance equivalent to the difference between the remuneration applicable to their CSECCSE position and the salary applicable to their position with the new employer will be paid as a lump-sum payable on the day on which the work or function at CSECCSE is transferred to the new employer.

18.16 Does not meet test of reasonableness In situations of Types 1 or 2 transitional employment arrangements, employees who accept the RJO from the new employer where the test of reasonableness referred to in the Statement of Pension Principles set out in Annex A is not met, that is, where the actuarial value (cost) of the new employer's pension arrangements are less than six decimal five per cent (6.5%) of pensionable payroll (excluding the employer's costs related to the administration of the plan) will receive a sum equivalent to three (3) months pay, payable on the day on which the work or function at CSECCSE is transferred to the new employer.

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18. Special provisions regarding alternative delivery initiatives (ADI),

Continued

18.17 Type 3 lump-sum payment and salary top-up

In situations of Type 3 transitional employment arrangements, employees who accept an offer of employment from the new employer, will receive a sum equivalent to six (6) months pay payable on the day on which the work or function at CSECCSE is transferred to the new employer. CSECCSE will also pay these employees a twelve (12) month salary top-up allowance equivalent to the difference between the remuneration applicable to their CSECCSE position and the salary applicable to their position with the new employer. The allowance will be paid as a lump-sum, payable on the day on which the work or function at CSECCSE is transferred to the new employer. The total of the lump-sum payment and the salary top-up allowance provided under this section will not exceed an amount equivalent to one (1) year's pay.

18.18 Reimbursement if re-appointed

An individual who receives a lump-sum payment and salary top-up allowance pursuant to sections 18.14, 18.15, 18.16, or 18.17 and who is re-appointed to CSECCSE or appointed to the Public Service at any point during the period covered by the total of the lump-sum payment and salary top-up allowance, if any, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of re-appointment to the end of the original period covered by the total of the lump-sum payment and salary top-up allowance, if any.

An individual who receives a lump-sum payment pursuant to subsection 18.10 and, as applicable, is either re-appointed to CSECCSE, appointed to the Public Service or hired by the new employer at any point covered by the lump-sum payment, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of the reappointment or hiring to the end of the original period covered by the lump-sum payment.

18.19 Pay for unused vacation leave credits

Notwithstanding the provisions of the relevant collective agreement concerning vacation leave, an employee who accepts a job offer pursuant to this section may choose not to be paid for earned but unused vacation leave credits, provided that the new employer will accept these credits.

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18. Special provisions regarding alternative delivery initiatives (ADI), Continued

18.20 Successor rights and severance pay

Notwithstanding the provisions of the relevant collective agreement concerning severance pay, an employee who accepts an RJO pursuant to this section will not be paid severance pay where successor rights apply and/or, in the case of a Type 2 transitional employment arrangement, when the new employer recognizes the employee's years of continuous employment in the Public Service for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer.

18.21 Involuntarily laid off

Where:

- a. the conditions set out in subsection 18.20 are not met,
- b. the severance provisions of the relevant collective agreement are extracted from the relevant collective agreement, by mutual consent of both parties, prior to the date of transfer to another non-federal public sector employer,
- c. the employment of an employee is terminated pursuant to the terms of subsection 18.10, or
- d. the employment of an employee who accepts a job offer from the new employer in a Type 3 transitional employment arrangement is terminated on the transfer of the function to the new employer

the employee shall be deemed, for purposes of severance pay, to be involuntarily laid off on the day on which employment in the CSECCSE terminates.

19. Recourse

19.1 Recourse

In cases of alleged misinterpretation or misapplication arising out of this policy, the grievance procedure for all employees within the meaning of the *Public Service Labour Relations Act* will be in accordance with the relevant collective agreement.²⁵

Notwithstanding any other provisions on presenting grievances under the CSECCSE grievance process, an affected, surplus or laid-off employee, or one who has received a notice of termination, who feels aggrieved by CSECCSE's decision in applying or interpreting this policy in respect of his or her situation may grieve.

²⁵ Article 14

20. References

20.1 Internal references

- *Annex A – Statement of Pension Principles*
 - *Annex B – Key Elements of the Work Force Adjustment Policy*
 - *Annex C – Transition Support Measure (TSM)*
 - *Instrument of Delegation of Human Resources Management Authorities*
 - *Collective Agreement Between the Communications Security Establishment and the Public Service Alliance of Canada*
 - *Policy on Labour Relations Grievances*
 - *CSECCSE Staffing and Recruitment Policy – Procedures and Guidelines*
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20.2 External references

- *National Joint Council (NJC) Directives;*
 - *Financial Administration Act*
 - *Public Service Labour Relations Act;*
 - *Public Service Superannuation Act;*
 - *Public Service Terms and Conditions of Employment Regulations*
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21. Other CSECCSE Related Policies

21.1 Other related policies

- *Policy on Continuous Employment for Employees Affected by the Long-Term Accommodation Project (LTAP)*
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22. Enquiries

22.1 Interpretation Enquiries

Enquiries regarding the interpretation of this policy should be directed to an HR Corporate Policy Advisor.

22.2 Application Enquiries

Enquiries regarding the application of this policy should be directed to an HR Labour Relations Advisor.

2014/11/14

23. Monitoring

23.1 Monitoring

CSECCSE shall retain central information on all cases occurring under this policy, including the reasons of the actions; the number, occupational groups and levels of employees concerned; the dates of notice given; the number of employees placed without retraining; the number of employees retrained (including number of salary months used in such training); the levels of positions to which employees are appointed and the cost of any salary protection; and the number, types, and amounts of lump sums paid to employees.

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24. Definitions (for the purposes of this policy)

24.1 Accelerated lay-off Refers to a surplus employee who makes a request to the CCSECCSE, in writing, to be laid off at an earlier date than that originally scheduled, and the CCSECCSE concurs. Lay-off entitlements begin on the actual date of lay-off.

24.2 Affected employee Refers to an indeterminate employee who has been informed in writing that his or her services may no longer be required because of a WFA situation.

24.3 Alternative delivery initiative Refers to the transfer of any work, undertaking or business of CSECCSE to any body or corporation that is a separate agency or that is outside CSECCSE where the employee receives a job offer from the new employer.

24.4 Appointing organization Refers to a department, an organization, an agency, a board, a commission or any other body specified in Schedules I and IV of the *FAA* which has agreed to appoint or consider for appointment (either immediately or after retraining) a surplus or a laid-off person.

24.5 Chief, CSECCSE (CCSECCSE) Refers to the head of CSECCSE and also means his or her official designate.

24.6 Core Public Administration Refers to the part in or under any department or organization, or other portion of the federal public administration specified in Schedules I and IV to the *FAA* for which the Public Service Commission (PSC) has the sole authority to appoint.

24.7 Education allowance Refers to one of the options provided to an indeterminate employee affected by normal WFA for which the CCSECCSE cannot guarantee an RJO. The Education Allowance is a cash payment, equivalent to the TSM²⁶, plus a reimbursement of tuition from a recognized learning institution, book and mandatory equipment costs, up to a maximum of eleven-thousand dollars (\$11,000.00) (or adjusted to be aligned with the NJC amount).

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²⁶ Annex C

24. Definitions (for the purposes of this policy), Continued

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| 24.8 Exchange of positions | Refers to a situation of an opting employee (not a surplus employee) who wishes to remain at <u>CSECCSE</u> , exchanges positions with a non-affected employee willing to leave <u>CSECCSE</u> with a TSM or with an Education Allowance. |
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| 24.9 Guarantee of an RJO | Refers to a guarantee of an offer of indeterminate employment provided by the <u>CSECCSE</u> to an indeterminate employee who is affected by a WFA. The <u>CSECCSE</u> will be expected to provide a guarantee of an RJO to those affected employees for whom he or she knows or can predict employment availability. Surplus employees in receipt of this guarantee will not have access to the <i>Options</i> ²⁷ . |
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| 24.10 Home organization | Refers to a department, an organization, an agency, a board, a commission or any other body specified in Schedules I and IV of the <i>FAA</i> declaring an individual employee surplus. |
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| 24.11 Laid off person | Refers to a person who has been laid off pursuant to section 7 of this policy and who still retains a priority for staffing placement ²⁸ . |
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| 24.12 Lay-off notice | Refers to a written notice of lay-off to be given to a surplus employee at least one (1) month before the scheduled lay-off date. This period is included in the surplus period. |
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| 24.13 Lay-off priority | Refers to a person who has been laid off and entitled to a priority, in accordance with <u>CSECCSE</u> 's <i>Staffing and Recruitment Policy</i> ²⁹ with respect to any position to which <u>CSECCSE</u> is satisfied that the person meets the essential qualifications; the period of entitlement to this priority is set out in <u>CSECCSE</u> 's <i>Staffing and Recruitment Policy</i> ³⁰ . |
| <hr/> | |
| 24.14 Organization | Refers to a department, an agency, a board, a commission or any other body specified in Schedules I and IV of the <i>FAA</i> . |
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*Continued on next page*²⁷ Section 15²⁸ Staffing and Recruitment Procedures and Guidelines – Section 3.2.3²⁹ Staffing and Recruitment Procedures and Guidelines – Section 3.2.3³⁰ Staffing and Recruitment Procedures and Guidelines – Section 3.2.3, subsection 10

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24. Definitions (for the purposes of this policy), Continued

24.15 Opting employee

Refers to an indeterminate employee whose services will no longer be required because of a WFA situation, who has not received a guarantee of an RJO from the CCSECCSE and who has one hundred and twenty (120) days to consider the *Options*³¹.

24.16 Pay

Refers to the same meaning as "rate of pay" in the relevant collective agreement.

24.17 Priority for staffing placement

Refers to a system designed by CSECCSE to facilitate appointments of individuals entitled to statutory and regulatory priorities.

24.18 Public Service

Refers to the several positions in or under the departments named in Schedule I to the *Financial Administration Act*; the other portions of the federal public administration named in Schedule IV to that Act; the separate agencies named in Schedule V to that Act; and any other portion of the federal public administration that may be designated by the Governor in Council for the purpose of this paragraph.

24.19 Reasonable job offer (RJO)

Refers to an offer of indeterminate employment within CSECCSE, normally at an equivalent level. Surplus employees must be both trainable and mobile. Where practicable, an RJO shall be within the employee's headquarters³².

An RJO is also an offer from a Public Service employer, providing that:

- a. 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;
- b. It is a seamless transfer of all employee benefits including 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.

In Alternative Delivery Initiative (ADI) situations, a reasonable job offer is one that meets the criteria set out in Type 1 or Type 2 of section 18 of this policy.

Continued on next page

³¹ Section 15

³² NJC Travel Directive

24. Definitions (for the purposes of this policy), Continued

24.20 Reinstatement priority	Refers to an entitlement provided to surplus employees and laid-off persons who are appointed or deployed to a position in <u>CSECCSE</u> or the Public Service at a lower level ³³ .
24.21 Relocation	Refers to 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.
24.22 Relocation of work unit	Refers to 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.
24.23 Retraining	Refers to 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 <u>CSECCSE</u> and the Public Service.
24.24 Surplus employee	Refers to an indeterminate employee who has been officially declared surplus, in writing, by the <u>CSECCSE</u> .
24.25 Surplus priority	Refers to an entitlement for a priority in appointment, in accordance with this policy and Section 3.2.3 of <u>CSECCSE</u> 's <i>Staffing and Recruitment Policy</i> ³⁴ ; this entitlement is provided to surplus employees to be appointed in priority to another position with <u>CSECCSE</u> for which they meet the essential requirements.
24.26 Surplus status	Refers to a status period that begins from the date an indeterminate employee is declared surplus until the occurrence of one of the following: the date of lay-off, the date he or she is indeterminately appointed or deployed to another indeterminate position, until his or her surplus status is rescinded, or until the person resigns.

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³³ Staffing and Recruitment Procedures and Guidelines – Section 3.2.3

³⁴ Staffing and Recruitment Procedures and Guidelines – Section 3.2.3

24. Definitions (for the purposes of this policy), Continued

24.27 Termination of employment

Refers to the termination of employment referred to in paragraph 12(2)(d) of the *FAA*.

24.28 Transition Support Measure

Refers to one of the options provided to an opting employee for whom the *CCSECCSE* cannot guarantee an RJO. The TSM is a cash payment based on the employee's years of service in the Public Service³⁵.

24.29 Twelve- month surplus priority for RJO

Refers to one of the options³⁶ provided to an opting employee for whom the *CCSECCSE* cannot guarantee an RJO.

24.30 Work force adjustment

Refers to a situation that occurs when the *CCSECCSE* 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, the discontinuance of a function, a relocation in which the employee does not wish to relocate or an ADI.

24.31 Voluntary Programs

CSE shall establish voluntary departure programs for all workforce adjustment situations involving 5 or more affected employees working at the same group and level and in the same work unit. Such programs shall:

- A. Be the subject of meaningful consultation through joint union/management WFA committee.
- B. Volunteer programs shall not be used to exceed reduction target. Where reasonably possible, CSE will identify the number of positions for reduction in advance of the voluntary program commencing.
- C. Take place after affected letters have been delivered to employees.
- D. Take place before CSE engage in Selection of Employee for Retention or for Lay-off (SERLO) process.

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³⁵ Annex C

³⁶ Section 15

E. Provide for minimum for 30 calendar days from the date of notice for employees to decide whether they wish to participate.

F. Allow employees to select options in 15.5 B, C(i) or C(ii).

G. Provide that when the number of volunteers is larger than the required number of positions to be eliminated, volunteers will be selected based on seniority (total years of service in the public service, whether continuous or discontinuous)

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Education Leave without Pay: Guidelines and Process

General information

For Committee consideration - JM

As per Article 12.20 of the Collective Agreement, this is a guideline and a process to address Education Leave without Pay. Decisions on whether to support employees in their education activities are entirely at the manager's discretion. However, the following principles are to be considered:

- What is the relevance of the request for education to CSE's business?
 - Is the field of education needed to fill the employee's current role more adequately at CSE?
 - Is the education related to a service which the Employer requires or is planning to provide?
 - Is the field of education relevant to another role/function? (not necessarily in the current role)
- What is the length of time under consideration for the ELWOP period (approval is on a year to year basis – due to planning cycle and budget allocation)
- Will an allowance to the employee be provided? (varying from 0% to 100% of his/her salary)
- How much service in terms of time will the employee owe CSE at the end of the ELWOP?
- What is the relevance to the employee's learning and career plans?
- Is employee merit part of the consideration? (e.g. has been at CSE for at least three years, has consistently received satisfactory performance reviews, contributes to the learning of others);
- Has any financial and/or operational impact on the business unit been considered; and,
- Has fairness and transparency vis-a-vis other employees in the business unit been considered?

(For MBAs specifically, a general rule of thumb is that support is most appropriate when the employee is an executive manager, or has a strong potential to become an executive at a future point in his/her career.)

Types of support

Education Leave without Pay, as well as eligible expenses and fees.

The following expenses may be eligible for reimbursement under the ELWOP:

- mandatory fees charged by the educational institution (i.e. admission, course registration, tuition, examination fees, and laboratory fees);
- required textbooks and materials (as applicable);
- dues or other mandatory fees payable upon registration for a course of study;
- costs for obtaining a Prior Learning Assessment (PLA) when directly associated with the intended educational program (i.e. if the results of the PLA could potentially result in a reduction in the number of courses/credits which the employee must take);

The following expenses are ineligible for reimbursement under the ELWOP:

- costs to purchase equipment related to study (i.e. a computer, software, peripheral equipment, sound or video recording equipment, office supplies);

- optional dues or fees (i.e. fees for participation in intramural sports);
- membership fees;
- the cost of supplemental examinations if the original examination is not completed successfully;
- late-payment or late-registration fees;
- any costs for obtaining documentation required to support the ELWOP request (i.e. transcripts of marks, copies of receipts for expenses paid, cancelled cheques).

Other points to note:

- Textbooks and materials whose purchase costs are reimbursed to the employee by CSE become the property of the employee.
- Applicants who require equipment to be able to pursue an educational activity may include a request for the equipment in their professional development request. Any such equipment purchased by CSE will be considered a CSE asset and will be on loan to the employee for the duration of the approved professional development activity. If CSE already owns equipment that would meet the employee's needs, CSE may opt to lend existing equipment to the employee rather than purchasing new equipment.

Education Leave without Pay - allowance in lieu of salary

In an Education Leave without Pay scenario, the manager can, at his/her discretion, decide to provide the employee with an allowance in lieu of salary during a period of **full-time leave of at least four months' duration**. Normally allowances are provided at 50%, 75%, or 100% of the employee's rate of pay; the amount is at the manager's discretion, but some general guidelines are:

- 100% of salary may be paid if the employer has asked the employee to undertake the professional development (ELWOP) activity, or if the activity is relevant to CSE's business and there is an urgent or high-priority requirement for employees with the credentials/competencies;
- 75% of salary may be paid if the (ELWOP) activity is relevant to CSE's business and to ongoing succession-planning requirements and the employee has either already begun the proposed activity at his/her expense, or has not yet begun the proposed activity but has made significant related developmental efforts
- 50% of salary may be paid if the (ELWOP) activity is relevant to CSE's business and to ongoing succession-planning requirements and the employee has not yet begun the proposed activity or made any significant related developmental efforts.

Miscellaneous points for consideration

A further point to consider is the long-term commitment that the manager would be making on behalf of the business unit and the encumbrances on the business unit's, or CSE's, budget. Normally, a manager will agree to support an employee's entire program or degree; however, the Collective Agreement may limit the support provided. The support will be reviewed yearly, with a possibility of renewal. The manager and employee must conclude an MOU, which effectively

binds the business unit to uphold its commitment to the employee even if there is a change in management. We use this MOU template (provided); the manager and employee should modify it to suit the specific situation.

In the absence of a standardized time commitment upon return to work, the "return to work" commitment would need to be agreed upon before conclusion of an MoA - i.e. the commitment to keep working at CSE for a specific period of time after finishing the education (successful or not). In the absence of a formal policy, a 2:1 ratio for the financial support would be acceptable – i.e. two days back at CSE for each day's pay worth of financial support (to include all financial support including salary, not just allowances in lieu of salary) provided by CSE. If (the manager) is to pay the employee's tuition, the MOU can also include some additional "return to work" days, based on converting the amount of financial assistance to a number of work days at the employee's salary rate, then doubling that to the 2:1 ratio.

The draft MOU is to be sent to Labour Relations for review before being signed by the manager and employee. Once the MOU has been signed, Labour Relations and the RC manager both keep copies on file, and the RC manager assumes oversight responsibility to ensure the employee passes all courses being supported by CSE, and that any claims for reimbursement of expenses are justified.

Education Leave without Pay is to be a standing item on Activity Area JCC meetings in order to consider general application of ELWOP within the Activity Area.

New in HR Policy Staffing

Salary Increase on Promotion

In the case where an employee is eligible for an increment within 30 days of a proposed promotion date and it is in the best interest of the employee, the promotion date should be delayed until after the incremental Increase date.

HW
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LETTER OF UNDERSTANDING
BETWEEN
THE COMMUNICATIONS SECURITY ESTABLISHMENT
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA

This letter of understanding is to give effect to the agreement reached between the Communications Security Establishment (CSE) and the Public Service Alliance of Canada (PSAC) with respect to the payment of the designated holidays for part-time employees.

The parties agree to maintain the current practice of payment of 4.25% for all straight time hours worked as calculated by the Phoenix pay system until the expiry of the collective agreement, at which point, the parties further agree to review this issue in order to properly apply the language in the collective agreement.

The agreement cannot be interpreted as a relinquishment of the union rights over article 27.01.

This letter does not form part of the collective agreement.

Signed by the parties on November 17, 2017.

Without Prejudice

