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APPENDIX “K” WORK FORCE ADJUSTMENT

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General

Application

This appendix applies to all indeterminate employees represented by the Public Service Alliance of Canada working for the Parks Canada Agency. Unless explicitly specified, the provisions contained in Parts I to VI do not apply to alternative delivery initiatives.

Collective agreement

With the exception of those provisions covered by the Parks Canada Staffing Policies, this Appendix is part of this agreement. Notwithstanding the Job Security article, in the event of conflict between the present Work Force Adjustment Appendix and that article, the present Work Force Adjustment Appendix will take precedence.

Objectives

It is the policy of the Agency to maximize employment opportunities for indeterminate employees affected by work force adjustment situations, primarily through ensuring that, wherever possible, alternate employment opportunities are provided to them. This should not be construed as the continuation of a specific position or job but rather as continued employment.

To this end, every indeterminate employee whose services will no longer be required because of a work force adjustment situation and for whom the Chief Executive Officer knows or can predict employment availability will receive a guarantee of a reasonable job offer within the Agency. Those employees for whom the Chief Executive Officer cannot provide the guarantee will have access to transitional employment arrangements (as per Part VI and VII).

In the case of surplus employees for whom the Chief Executive Officer cannot provide the guarantee of a reasonable job offer within the Agency, the Agency is committed to assist these employees in finding alternative employment in the Public Service (Schedules I, IV or V of the *Financial Administration Act* (FAA)).

Definitions:

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

Affected employee is an indeterminate employee who has been informed in writing that his/her services may no longer be required because of a work force adjustment situation. (Employé touché)

Alternation occurs when an opting employee or a surplus employee who is surplus as a result of having chosen option 6.4.1 (a) who wishes to remain in the Agency exchanges positions with a non-affected employee (the alternate) willing to leave the Agency with a Transition Support Measure or with an Education Allowance. (Échange de postes)

Alternative delivery initiative is the transfer of any work, undertaking or business of the Agency to any body or corporation that is outside the Agency. (Diversification des modes d'exécution)

Chief Executive Officer (CEO) has the same meaning as in the definition of "Chief Executive Officer" set out in section 2 of the *Parks Canada Agency Act*, and also means his or her designate as per section 12 (4) of the *Parks Canada Agency Act*. (Directeur général de l'Agence (DGA))

Education Allowance is one of the options provided to an indeterminate employee affected by normal work force adjustment for whom the Chief Executive Officer cannot guarantee a reasonable job offer. The Education Allowance is a cash payment, equivalent to the Transitional Support Measure (see Annex B), plus a reimbursement of tuition from a recognized learning institution, book and mandatory equipment costs, up to a maximum of seventeen thousand dollars \$17,000. (Indemnité d'études)

Guarantee of a reasonable job offer is a guarantee of an offer of indeterminate employment within the Agency provided by the Chief Executive Officer to an indeterminate employee who is affected by work force adjustment. The Chief Executive Officer will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom he or she knows or can predict employment availability in the Agency. Surplus employees in receipt of this guarantee will not have access to the Options available in Part VI of this appendix. (Garantie d'une offre d'emploi raisonnable)

Laid-off person is a person who has been laid off pursuant to section 13 of the *Parks Canada Agency Act* and who still retains a lay-off priority. (Personne mise en disponibilité)

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

Lay-off priority a person who has been laid off is entitled to a priority for appointment on the basis of individual merit without recourse to a position in the Agency for which, in the opinion of the Chief Executive Officer, they are qualified. This priority is accorded for one year following the lay-off date pursuant to the Parks Canada's Staffing Policy, Section 4.1 or following the termination date pursuant to the *Parks Canada Agency Act*, Section 13. (Priorité de mise en disponibilité)

Opting employee is an indeterminate employee whose services will no longer be required because of a work force adjustment situation and who has not received a guarantee of a reasonable job offer from the Chief Executive Officer and who has 120 days to consider the Options of Part 6.3 of this appendix. (Employé optant)

Pay has the same meaning as "rate of pay" in this agreement. (Rémunération)

Priority administration system is a system designed by the Agency to facilitate appointments within the Agency of individuals entitled to priorities under this appendix. (Système d'administration des priorités)

Public Service means any department, agency or employer specified in Schedules I, IV, or V of the *Financial Administration Act*. (FAA)

Reasonable job offer (Offre d'emploi raisonnable) is an offer of indeterminate employment within the Agency, normally at an equivalent level but could include lower levels. Surplus employees must be both trainable and mobile. Where practicable, a reasonable job offer shall be within the employee's normal workplace, as defined in the Parks Canada Travel Policy. In Alternative Delivery situations, a reasonable offer is one that meets the criteria set out in Type 1 and Type 2 of Part VII of this appendix. A reasonable job offer is also an offer from a Public Service employer, provided 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 the offer.
- b) It is a seamless transfer of all employee benefits including a recognition of years of service for the definition of continuous employment and accrual of benefits, including the transfer of sick leave credits, severance pay and accumulated vacation leave credits.

Reinstatement priority is a priority for appointment pursuant to the Parks Canada Staffing Policy accorded by the Agency to certain employees salary-protected under this appendix for the purpose of assisting such persons to re-attain an appointment level equivalent to that from which they were declared surplus. (Priorité de réintégration)

Relocation is the authorised 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. (Réinstallation)

Relocation of work unit is the authorised 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. (Réinstallation d'une unité de travail)

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

Surplus employee is an indeterminate employee who has been formally declared surplus, in writing, by the Chief Executive Officer. (Employé excédentaire)

Surplus priority is a priority in appointment accorded by the Chief Executive Officer to surplus employees to permit them to be appointed to other positions in the Agency on the basis of individual merit without recourse. (Priorité d'employé excédentaire)

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

Transition Support Measure is one of the options provided to an opting employee for whom the Agency cannot guarantee a reasonable job offer. The Transition Support Measure is a cash payment based on the employee's years of service as per Annex B. Years of service is the

combined years of service in the Public Service immediately prior to appointment to the Agency, for which he or she was not granted a Transition Support Measure, plus years of service with the Agency. (Mesure de soutien à la transition)

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

Work force adjustment is a situation that occurs when the Chief Executive Officer 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 alternative delivery initiative. (Réaménagement des effectifs)

Part 1

Roles and Responsibilities

1.1 Agency

1.1.1 Since indeterminate employees who are affected by work force adjustment situations are not themselves responsible for such situations, it is the responsibility of the Chief Executive Officer to ensure that they are treated equitably and, whenever possible, given every reasonable opportunity to continue their careers as Agency employees.

1.1.2 The Agency shall carry out effective human resource planning to minimize the impact of work force adjustment situations on indeterminate employees and on the Agency.

1.1.3 The Agency shall establish joint work force adjustment committees, where appropriate, to manage the work force adjustment situations within the Agency. Terms of reference of such committees shall include a process for addressing alternation requests.

1.1.4 The Agency shall establish systems to facilitate redeployment or retraining of the Agency's affected employees, surplus employees, and laid-off persons.

1.1.5 When the Agency 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, the Chief Executive Officer shall advise the employee, in writing, that his or her services will no longer be required.

Such a communication shall also indicate if the employee:

- a) is being provided a guarantee of a reasonable job offer from the Agency and that the employee will be in surplus status from that date on,

or
- b) is an opting employee and has access to the Options of Section 6.3 of this appendix because the employee is not in receipt of a guarantee of a reasonable job offer from the Agency.

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

1.1.6 The Chief Executive Officer will be expected to provide a guarantee of a reasonable job offer for those employees subject to work force adjustment for whom they know or can predict employment availability in the Agency.

1.1.7 Where the Chief Executive Officer cannot provide a guarantee of a reasonable job offer, the Chief Executive Officer will provide 120 days to consider the three Options outlined in Part VI of this appendix to all opting employees 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), twelve-month surplus priority period in which to secure a reasonable job offer.

1.1.8 The Chief Executive Officer shall make a determination to either provide a guarantee of a reasonable job offer or access to the Options set out in 6.3 of this appendix, upon request of any indeterminate affected employee who can demonstrate that his or her duties have already ceased to exist.

1.1.9 The Agency shall advise and consult with the Alliance representatives as completely as possible regarding any work force adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the Alliance the name and work location of affected employees.

1.1.10 Where an employee is not considered suitable for appointment, the Chief Executive Officer shall advise the employee and the Alliance of that decision, indicating the reasons for the decision together with any enclosures.

1.1.11 The Agency shall provide the employee with a copy of this appendix simultaneous with the official notification to an employee affected to whom this appendix applies that he or she has become subject to work force adjustment.

1.1.12 The Agency shall apply this appendix as to keep actual involuntary lay-offs to a minimum, and lay-offs shall normally only occur where an individual has refused a reasonable job offer, or is not mobile, or cannot be retrained within two years, or is laid-off at his or her own request.

1.1.13 The Agency is responsible to counsel and advise the affected employees on their opportunities of finding continuing employment in the Agency.

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

1.1.15 The Agency is to presume that each employee wishes to be reappointed unless the employee indicates the contrary in writing.

1.1.16 The Agency shall relocate surplus employees and laid-off individuals, if necessary.

1.1.17 Relocation of surplus employees or laid-off persons shall be undertaken when the individuals indicate that they are willing to relocate and relocation will enable their reappointment, providing that:

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

1.1.18 The cost of traveling to interviews for possible appointments within the Public Service and of relocation to the new location shall be borne by the Agency. Such cost shall be consistent with the Travel Policy and Integrated Relocation Program Pilot.

1.1.19 For the purposes of the Integrated Relocation Program Pilot, surplus employees and laid-off persons who relocate under this appendix shall be deemed to be employees on employer-requested relocations. The general rule on minimum distances for relocation applies.

1.1.20 For the purposes of the Travel Policy, laid-off persons traveling to interviews for possible reappointment to the Agency are deemed to be “other persons traveling on government business”.

1.1.21 For the priority period, the Agency shall pay the salary costs, and other authorized costs such as tuition, travel, relocation, and retraining for surplus employees and laid-off persons, as provided for in this appendix; all authorized costs of termination; and salary protection upon lower-level appointment.

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

1.1.23 The Agency shall retain records of the results of all referrals made under this appendix, whether such referrals are for immediate appointment, for retraining designed to qualify individuals for appointment, or for anticipated vacancies.

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

1.1.25 Nothing in the foregoing shall restrict the Agency’s right to engage or appoint persons to meet short-term, non-recurring requirements. Surplus and laid-off persons shall be given priority even for these short-term work opportunities.

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

1.1.27 The Agency shall provide surplus employees with a lay-off notice at least one month before the proposed lay-off date if appointment efforts have been unsuccessful. A copy of this notice shall be provided to the National President of the Alliance.

1.1.28 When a surplus employee refuses a reasonable job offer, he or she shall be subject to lay-off one month after the refusal, however not before six months after the surplus declaration date.

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

- a) the work force adjustment situation and its effect on that individual;
- b) the work force adjustment appendix;

- c) the Agency's Priority Administration System and how it works from the employee's perspective (referrals, interviews or "boards", feedback to the employee, follow-up by the Agency, how the employee can obtain job information and prepare for an interview, etc.);
- d) preparation of a curriculum vitae or resume;
- e) the employee's rights and obligations;
- f) the employee's current situation (e.g. pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
- g) alternatives that might be available to the employee (the alternation process, appointment, relocation, retraining, lower-level employment, term employment, retirement including possibility of waiver of penalty if entitled to an annual allowance, Transition Support Measure, Education Allowance, pay in lieu of unfulfilled surplus period, resignation, accelerated lay-off);
- h) the likelihood that the employee will be successfully appointed;
- i) the meaning of a "guarantee of reasonable job offer", a "twelve-month surplus priority period in which to secure a reasonable job offer", a "Transition Support Measure" and an "Education Allowance";
- j) advise employees to seek out proposed alternations and submit requests for approval as soon as possible after being informed that they will not be receiving a guarantee of a reasonable job offer;
- k) preparation for interviews with prospective employers;
- l) feedback when an employee is not offered a position for which he or she was referred;
- m) repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
- n) advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity;
- o) the assistance to be provided in finding alternative employment in the Public Service (Schedules I, IV or V of the *Financial Administration Act* (FAA)) to a surplus employee for whom the Chief Executive Officer cannot provide a guarantee of a reasonable job offer within the Agency;
- p) advising employees of the right to be represented by the Alliance in the application of this appendix.

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

1.1.31 Severance pay and other benefits flowing from other clauses in this collective agreement

are separate from, and in addition to, those in this appendix.

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

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

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

1.1.35 The Agency shall actively market surplus employees and laid-off persons unless the individuals have advised the Agency in writing that they are not available for appointment.

1.1.36 The Agency 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.

1.1.37 The Agency will notify the affected employee in writing, within five (5) working days of the decision pursuant to subsection 1.1.36.

1.1.38 The Agency shall provide information directly to the Alliance on the numbers and status of their members who are in the Priority Administration System through reports to the Alliance.

1.1.39 The Agency shall, wherever possible, ensure that reinstatement priority is given to all employees who are subject to salary protection.

1.2 Employees

1.2.1 Employees have the right to be represented by the Alliance in the application of this appendix.

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

- a) actively seeking alternative employment in co-operation with the Agency, unless they have advised the Agency, in writing, that they are not available for appointment;
- b) seeking information about their entitlements and obligations;
- c) providing timely information to the Agency to assist them in their appointment activities (including curriculum vitae or resumes);
- d) ensuring that they can be easily contacted by the Agency and attending appointments

related to referrals;

- e) seriously considering job opportunities presented to them, including retraining and relocation possibilities, specified period appointments and lower-level appointments.

1.2.3 Opting employees are responsible for:

- a) considering the Options of Part VI of this appendix;
- b) communicating their choice of Options, in writing, to their manager no later than 120 days after being declared opting.

Part II

Official Notification

1.1 In any work force adjustment situation involving indeterminate employees covered by this Appendix, the Chief Executive Officer shall notify the National President of the Alliance. Such notification is to be in writing, in confidence and at the earliest possible date and under no circumstances two (2) working days before any employee is notified of the workforce adjustment situation.

1.2 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.

Part III

Relocation of a work unit

3.1.1 In cases where a work unit is to be relocated, the Agency shall provide all employees whose positions are to be relocated with the opportunity to choose whether they wish to move with the position or be treated as if they were subject to a work force adjustment situation.

3.1.2 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, the Agency can either provide the employee with a guarantee of a reasonable job offer or access to the Options set out in section 6.3 of this appendix.

3.1.3 Employees relocating with their work units shall be treated in accordance with the provisions of 1.1.16 to 1.1.20.

3.1.4 Although the Agency will endeavour to respect employee location preferences, nothing precludes the Agency from offering the relocated position to employees in receipt of a guarantee of a reasonable job offer from the Chief Executive Officer, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

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

Part IV Retraining

4.1 General

4.1.1 To facilitate the redeployment of affected employees, surplus employees, and laid-off persons, the Agency shall make every reasonable effort to retrain such persons for:

a) existing vacancies,

or

b) anticipated vacancies identified by management.

4.1.2. It is the responsibility of the employee and the Agency to identify retraining opportunities pursuant to subsection 4.1.1.

4.1.3 When a retraining opportunity has been identified, the Chief Executive Officer shall approve up to two (2) years of retraining.

4.2 Surplus Employees

4.2.1 A surplus employee is eligible for retraining provided:

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

and

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

4.2.2 The Agency is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee and the Chief Executive Officer. The Agency is responsible for informing the employee in a timely fashion if a retraining proposal submitted by the employee is not approved. Upon request of the employee, feedback regarding the decision, including the reason for not approving the retraining, will be provided in writing.

4.2.3 Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee. The Agency will provide the employee with feedback in writing on the progress of the retraining plan on a regular basis.

4.2.4 While on retraining, a surplus employee continues to be employed by the Agency and is entitled to be paid in accordance with his or her current appointment, unless the Agency 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.

4.2.5 When a retraining plan has been approved and the surplus employee continues to be employed by the Agency, the proposed lay-off date shall be extended to the end of the retraining period, subject to 4.2.3.

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

4.2.7 In addition to all other rights and benefits granted pursuant to this section, an employee who is guaranteed a reasonable job offer, is also guaranteed, subject to the employee's willingness to relocate, training to prepare the surplus employee for appointment to a position pursuant to paragraph 4.1.1, such training to continue for one (1) year or until the date of appointment to another position, whichever comes first. Appointment to this position is subject to successful completion of the training.

4.3 Laid-off persons

4.3.1 A laid-off person shall be eligible for retraining, with the approval of the Agency, providing:

- a) retraining is needed to facilitate the appointment of the individual to a specific vacant position;
- b) the individual meets the minimum requirements set out in the relevant Selection Standard for appointment to the group concerned;
- c) there are no other available persons with a priority who qualify for the position;
- and
- d) the Agency cannot justify, in writing, a decision not to retrain the individual.

4.3.2 When an individual is offered an appointment conditional on successful completion of retraining, a retraining plan reviewed by the Agency shall be included in the letter of offer. If the individual 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 training and being assessed as qualified for the position. When an individual accepts an appointment to a position with a lower maximum rate of pay than the position from which he or she was laid-off, the employee will be salary protected in accordance with Part V.

Part V

Salary Protection

5.1 Lower-level position

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

5.1.2 Employees whose salary is protected pursuant to paragraph 5.1.1 will continue to benefit from salary protection until such time as they are appointed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid off.

Part VI

Options for employees

6.1 General

6.1.1 The Agency will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict employment availability. If the Chief Executive Officer cannot provide such a guarantee, he or she shall provide his or her reasons in writing, if requested by the employee. Employees in receipt of this guarantee would not have access to the choice of Options below.

6.1.2 Employees who are not in receipt of a guarantee of a reasonable job offer have 120 days to consider the three (3) Options below before a decision is required of them.

6.1.3 The opting employee must choose, in writing, one of the three Options of section 6.4 of this appendix within the 120-day window. The employee cannot change Options once having made a written choice.

6.1.4 If the employee fails to select an Option, the employee will be deemed to have selected Option (a), Twelve-month surplus priority period in which to secure a reasonable job offer at the end of the 120-day window.

6.1.5 If a reasonable job offer which does not require a relocation is made at any time during the 120-day opting period and prior to the written acceptance of the Transition Support Measure (TSM) or the Education Allowance Option, the employee is ineligible for the TSM, the pay in lieu of unfulfilled surplus period or the Education Allowance.

6.1.6 A copy of any letter issued by the Agency under this part or notice of lay-off pursuant to the *Parks Canada Agency Act* shall be sent forthwith to the National President of the Alliance.

6.2 Voluntary Departure Process

The Agency shall establish a voluntary departure process for the purpose of minimizing instances of involuntary departures due to workforce adjustment and maintaining employment continuity for employees to the extent possible. The process shall be guided by the following principles:

- a) Ongoing meaningful consultation through a joint union-management WFA committee shall contribute to the process;
- b) Shall have the purpose of achieving, but not exceeding reduction targets;
- c) Where reasonably possible, the number of positions for reduction will be identified as per Part II (Official Notification) in advance of the process;
- d) Shall take into consideration the existing internal mechanisms as well as best practices from the Core Public Administration beneficial to the employees and the Agency's operating context;
- e) Take place after all affected letters have been delivered to employees unless the

committee recommends an alternate course of action;

- f) Provide for a minimum of thirty (30) calendar days for employees to decide whether they wish to participate;
- g) Allow employees to select an option under Section 6.4.1; b), c)(i) or (ii);
- h) 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).

6.3 Alternation

The Agency will develop and implement an alternation process.

6.3.1 An alternation occurs when an opting employee who wishes to remain in the Agency exchanges positions with a non-affected employee (the alternate) willing to leave the Agency under the terms of Part VI of this appendix.

6.3.2 Only opting and surplus employees who are surplus as a result of having chosen option 6.4.1 (a), may alternate into an indeterminate position that remains in the Agency.

6.3.3 An indeterminate employee wishing to leave the Agency may express an interest in alternating with an opting employee. Management will decide, however, whether a proposed alternation will result in retaining the skills required to meet the ongoing needs of the position and the Agency.

6.3.4 An alternation must permanently eliminate a function or a position.

6.3.5 The opting employee moving into the unaffected position must meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position, except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five days of the alternation.

6.3.6 An alternation should normally occur between employees at the same group and level. When the two positions are not the same group and level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the maximum rate of pay for the higher paid position is no more than six-per-cent higher than the maximum rate of pay for the lower paid position.

6.3.7 An alternation must occur on a given date, i.e. two (2) employees directly exchange positions on the same day. There is no provision in alternation for a “domino” effect or for “future considerations”.

For clarity, alternation will not be denied as a result of untimely administrative processes.

6.4 Options

**

6.4.1 Only opting employees who are not in receipt of the guarantee of a reasonable job offer from the Agency will have access to the choice of Options below:

- a) Twelve-month surplus priority period in which to secure a reasonable job offer is time-limited. Should a reasonable job offer not be made within a period of twelve months, the employee will be laid off in accordance with the *Parks Canada Agency Act*, Section 13. Employees who choose or are deemed to have chosen this Option are surplus employees.
 - (i) At the request of the employee, this twelve (12) month surplus priority period shall be extended by the unused portion of the 120-day opting period referred to in 6.1.2 which remains once the employee has selected in writing option (a).
 - (ii) 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 Chief Executive Officer may authorize a lump-sum payment equal to the surplus employee's regular pay for the balance of the surplus period, up to a maximum of six (6) months. The amount of the lump-sum payment for the pay in lieu cannot exceed the maximum of that which he or she would have received had they chosen Option b), the Transition Support Measure.
 - (iii) The Agency will make every reasonable effort to market a surplus employee within the employee's surplus period and within his or her preferred area of mobility. The Agency will also make every reasonable effort to market a surplus employee in the Public Service within the employee's normal work location as defined in the Agency Travel Policy.

or
- b) Transition Support Measure (TSM) is a lump-sum payment based on the employee's years of service as per Annex B made to the opting employee. Years of service is the combined years of service in the Public Service immediately prior to appointment to the Agency, for which he or she was not granted a Transition Support Measure, plus years of service with the Agency. Employees choosing this Option must resign but will be considered to be laid-off for purpose of severance pay. The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period.

or
- c) Education allowance is a Transitional Support Measure (see Option b) above) plus an amount of not more than seventeen thousand dollars \$17,000 for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and relevant equipment. Employees choosing Option c) could either:
 - (i) resign from the Agency but be considered to be laid-off for severance pay

purposes on the date of their departure;

or

- (ii) delay their departure date and go on leave without pay for a maximum period of two (2) years, while attending the learning institution. The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period. During this period, employees could continue to be public service benefit plan members and contribute both employer and employee 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 the Agency, the employee will be laid off in accordance with the *Parks Canada Agency Act*, Section 13.

6.4.2 The Agency will establish the departure date of opting employees who choose Option b) or Option c) above.

6.4.3 The Transition Support Measure, pay in lieu of unfulfilled surplus period and the Education Allowance cannot be combined with any other payment under the Work Force Adjustment Appendix.

6.4.4 In the cases of pay in lieu of unfulfilled surplus period, Option b) and c)(i), the employee relinquishes any priority rights for reappointment upon acceptance of his or her resignation.

6.4.5 Employees choosing Option c)(ii) who have not provided the Chief Executive Officer with a proof of registration from a learning institution twelve (12) months after starting their leave without pay period will be deemed to have resigned from the Agency and be considered to be laid-off for purposes of severance pay.

6.4.6 All opting employees will be entitled to up to \$1,200 towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.

6.4.7 An opting employee who has received pay in lieu of unfulfilled surplus period, a Transition Support Measure or an Education Allowance and is re-appointed to the Agency shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the TSM or Education Allowance was paid.

6.4.8 Notwithstanding paragraph 6.4.7, 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.

6.4.9 The Agency shall ensure that pay in lieu of unfulfilled surplus period is only authorized where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during that period.

6.4.10 If a surplus employee who has chosen, or is deemed to have chosen, Option (a) refuses a reasonable job offer at any time during the twelve (12) month surplus priority period, the employee is ineligible for pay in lieu of unfulfilled surplus period.

6.4.11 Approval of pay in lieu of unfulfilled surplus period is at the discretion of the Chief Executive Officer but shall not be unreasonably denied.

6.5 Retention payment

6.5.1 There are three situations in which an employee may be eligible to receive a retention payment. These are total facility closures, relocation of work units and alternative delivery initiatives.

6.5.2 All employees accepting retention payments must agree to leave the Agency without priority rights.

6.5.3 An individual who has received a retention payment and, as applicable, is either reappointed to the Agency, or is hired by the new employer 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.

6.5.4 The provisions of 6.5.5 shall apply in total facility closures where Agency jobs are to cease, and:

- a) such jobs are in remote areas of the country,
or
- b) retraining and relocation costs are prohibitive,
or
- c) prospects of reasonable alternative local employment (whether within or outside the Agency) are poor.

6.5.5 Subject to 6.5.4, the Agency shall pay to each employee who is asked to remain until closure of the work unit and offers a resignation from the Agency to take effect on that closure date, a sum equivalent to six (6) months' pay payable upon the day on which the Agency operation ceases, provided the employee has not separated prematurely.

6.5.6 The provisions of 6.5.7 shall apply in relocation of work units where Agency work units:

- a) are being relocated,
and
- b) when the Chief Executive Officer decides that, in comparison to other options, it is

preferable that certain employees be encouraged to stay in their jobs until the day of workplace relocation,

and

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

6.5.7 Subject to 6.5.6, the Agency shall pay to each employee who is asked to remain until the relocation of the work unit and offers a resignation from the Agency to take effect on the relocation date, a sum equivalent to six (6) months' pay payable upon the day on which the Agency operation relocates, provided the employee has not separated prematurely.

6.5.8 The provisions of 6.5.9 shall apply in alternative delivery initiatives:

- a) where the Agency work units are affected by alternative delivery initiatives;
- b) when the Agency 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;

and

- c) where the employee has not received a job offer from the new employer or has received an offer and did not accept it.

6.5.9 Subject to 6.5.8, the Agency shall pay to each employee who is asked to remain until the transfer date and who offers a resignation from the Agency 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.

Part VII

Special provisions regarding Alternate Delivery Initiatives (ADI)

Preamble

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

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

7.1 Definitions

For the purposes of this part:

Reasonable job offer is an offer of employment received from a new employer in the case of a Type 1 or Type 2 transitional employment arrangement, as determined in accordance with paragraph 7.2.2.

Termination of employment is the termination of employment as a result of a decision to transfer work or functions of the Agency in whole or in part to an external employer pursuant to the *Parks Canada Agency Act*, Section 13.

7.2 General

The Agency will, as soon as possible after the decision is made to proceed with an Alternate Service Delivery (ASD) initiative, and if possible, not less than 180 days prior to the date of transfer, provide notice to the Alliance.

The notice to the Alliance will include:

- 1. the program being considered for ASD,
- 2. the reason for the ASD,
- and
- 3. the type of approach anticipated for the initiative.

A joint WFA-ASD committee will be created for ASD initiatives and will have equal representation from the Agency and the Alliance. By mutual agreement the committee may include other participants. The joint WFA-ASD committee will define the rules of conduct of the committee.

In cases of ASD initiatives, the parties will establish a joint WFA-ASD committee to conduct meaningful consultation on the human resources issues related to the ASD initiative in order to provide information to the employee which will assist him or her in deciding on whether or not to accept the job offer.

1. Commercialisation

In cases of commercialisation where tendering will be part of the process, the members of the joint WFA-ASD committee shall make every reasonable effort to come to an agreement on the criteria related to human resources issues (e.g. terms and conditions of employment, pension and health care benefits, the take-up number of employees) to be used in the request for proposal (RFP) process. The committee will respect the contracting rules of the federal government.

2. Creation of a new Agency

In cases of the creation of new agencies, the members of the joint WFA-ASD committee shall make every reasonable effort to agree on common recommendations related to human resources issues (e.g. terms and conditions of employment, pension, and health care benefits) that should be available at the date of transfer.

3. Transfer to existing Employers

In all other ASD initiatives where an employer-employee relationship already exists the parties will hold meaningful consultations to clarify the terms and conditions that will apply upon transfer.

In the cases of commercialisation and creation of new agencies consultation opportunities will be given to the Alliance; however, in the event that agreements are not possible, the Agency may still proceed with the transfer.

7.2.1 The provisions of this Part apply only in the case of alternative delivery initiatives and are in exception to other provisions of this appendix. Employees who are affected by alternative delivery initiatives and who receive job offers from the new employer shall be treated in accordance with the provisions of this part and, only where specifically indicated will other provisions of this appendix apply to them.

7.2.2 There are three types of transitional employment arrangements resulting from alternative delivery initiatives:

a) Type 1 (Full Continuity)

Type 1 arrangements meet all of the following criteria:

- (i) legislated successor rights apply. Specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;

- (ii) recognition of continuous employment in the Public Service, as defined in the adopted *Public Service Terms and Conditions of Employment* for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;
- (iii) 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 paragraph 7.7.3;
- (iv) transitional employment guarantee: a two-year minimum employment guarantee with the new employer;
- (v) coverage in each of the following core benefits: health benefits, long term disability insurance (LTDI) and dental plan;
- (vi) 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.

b) Type 2 (Substantial Continuity)

Type 2 arrangements meet all of the following criteria:

- (i) the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is 85 percent or greater of the group's current Agency hourly remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are the same;
- (ii) the average annual salary of the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is 85 percent or greater of Agency annual remuneration (= percent or greater of Agency annual remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are different;
- (iii) 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 paragraph 7.7.3;
- (iv) transitional employment guarantee: employment tenure equivalent to that of the permanent work force in receiving organizations or a two (2) year minimum employment guarantee;
- (v) coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
- (vi) short-term disability arrangement.

c) Type 3 (Lesser Continuity)

A Type 3 arrangement is any alternative delivery initiative that does not meet the criteria

applying in Type 1 and 2 transitional employment arrangements.

7.2.3 For Type 1 and Type 2 transitional employment arrangements, the offer of employment from the new employer will be deemed to constitute a reasonable job offer for purposes of this part.

7.2.4 For Type 3 transitional employment arrangements, an offer of employment from the new employer will not be deemed to constitute a reasonable job offer for purposes of this part.

7.3 Responsibilities

7.3.1 The Agency will be responsible for deciding, after considering the criteria set out above, which of the Types applies in the case of particular alternative delivery initiatives.

7.3.2 Employees directly affected by alternative delivery initiatives are responsible for seriously considering job offers made by new employers and advising the Agency of their decision within the allowed period.

7.4 Notice of alternative delivery initiatives

7.4.1 Where alternative delivery initiatives are being undertaken, the Agency 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.

7.4.2 Following written notification, employees must indicate within a period of 60 days their intention to accept the employment offer, except in the case of Type 3 arrangements, where the Agency may specify a period shorter than 60 days, but not less than 30 days.

7.5 Job offers from new employers

7.5.1 Employees subject to this appendix (see Application) and who do not accept the reasonable job offer from the new employer in the case of Type 1 or 2 transitional employment arrangements will be given four 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 month notice period except where the employee was, at the satisfaction of the Chief Executive Officer, unaware of the offer or incapable of indicating an acceptance of the offer, he or she is deemed to have accepted the offer before the date on which the offer is to be accepted.

7.5.2 The Chief Executive Officer may extend the notice of termination period for operational reasons, but no such extended period may end later than the date the transfer to the new employer.

7.5.3 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 Agency in accordance with the provisions of the other parts of this appendix.

7.5.4 Employees who accept a job offer from the new employer in the case of any alternative delivery initiative will have their employment terminated on the date on which the transfer

becomes effective, or on another date that may be designated by the Agency for operational reasons provided that this does not create a break in continuous service between the Public Service, including the Agency, and the new employer.

7.6 Application of other provisions of the appendix

7.6.1 For greater certainty, the provisions of Part II, Official Notification, and section 6.5, Retention Payment, will apply in the case of an employee who refuses an offer of employment in the case of a Type 1 or 2 transitional employment arrangement. A payment under section 6.5 may not be combined with a payment under the other section.

7.7 Lump-sum payments and salary top-up allowances

7.7.1 Employees who are subject to this appendix (see Application) and who accept the offer 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 Agency work or function is transferred to the new employer. The Agency will also pay these employees an eighteen (18) month salary top-up allowance equivalent to the difference between the remuneration applicable to their Agency 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 Agency work or function is transferred to the new employer.

7.7.2 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 80 percent of their former hourly or annual remuneration, the Agency will pay an additional six months of salary top-up allowance for a total of twenty-four (24) months under this paragraph and paragraph 7.7.1. The salary top-up allowance equivalent to the difference between the remuneration applicable to their Agency 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 Agency work or function is transferred to the new employer.

7.7.3 Employees who accept the reasonable job offer from the successor employer in the case of a Type 1 or Type 2 transitional employment arrangement 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 6.5 percent 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 Agency work or function is transferred to the new employer.

7.7.4 Employees who accept an offer of employment from the new employer in the case of Type 3 transitional employment arrangements will receive a sum equivalent to six (6) months' pay payable on the day on which the Agency work or function is transferred to the new employer. The Agency will also pay these employees a 12-month salary top-up allowance equivalent to the difference between the remuneration applicable to their 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 Agency work or function is transferred to the new employer. The total of the lump-sum payment and the salary top-up allowance provided under this paragraph will not exceed an amount equivalent to one year's pay.

7.7.5 For the purposes of 7.7.1, 7.7.2 and 7.7.4, the term “remuneration” includes and is limited to salary plus equal pay adjustments, if any, and supervisory differential, if any.

7.8 Reimbursement

7.8.1 An individual who receives a lump-sum payment and salary top-up allowance pursuant to paragraphs 7.7.1 to 7.7.4 and who is reappointed to the Agency 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.

7.8.2 An individual who receives a lump-sum payment pursuant to paragraph 7.6.1 and, as applicable, is either reappointed to the Agency 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.

7.9 Vacation leave credits and severance pay

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

7.9.2 Notwithstanding the provisions of this agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this part 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. However, an employee who has a severance termination benefit entitlement under the terms of Appendix S, article 59.05 b) or c) shall be paid this entitlement at the time of transfer.

7.9.3 Where:

- a) the conditions set out in 7.9.2 are not met,
- b) the severance provisions of the collective agreement are extracted from the collective agreement 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 paragraph 7.5.1,
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 Agency terminates.

**

Annex A

Statement of pension principles

1. The new employer will have in place, or His Majesty in right of Canada will require the new employer to put in place, reasonable pension arrangements for transferring employees. The test of “reasonableness” will be that the actuarial value (cost) of the new employer pension arrangements will be at least 6.5 percent of pensionable payroll, which in the case of defined-benefit pension plans will be as determined by the Assessment Methodology developed by Towers Perrin for the Treasury Board, dated October 7, 1997. This Assessment Methodology will apply for the duration of this agreement. Where there is no reasonable pension arrangement in place on the transfer date or no written undertaking by the new employer to put such reasonable pension arrangement in place effective on the transfer date, subject to the approval of Parliament and a written undertaking by the new employer to pay the employer costs, *Public Service Superannuation Act* (PSSA) coverage could be provided during a transitional period of up to a year.
2. Benefits in respect of service accrued to the point of transfer are to be fully protected.
3. His Majesty in right of Canada will seek portability arrangements between the Public Service Superannuation Plan and the pension plan of the new employer where a portability arrangement does not yet exist. Furthermore, His Majesty in right of Canada will seek authority to permit employees the option of counting their service with the new employer for vesting and benefit thresholds under the *PSSA*.

Annex B

Years of Service in the Agency and Public Service	Transition Support Measure (TSM) (Payment in weeks' pay)
0	10
1	22
2	24
3	26
4	28
5	30
6	32
7	34
8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50
16	52
17	52
18	52
19	52
20	52
21	52
22	52
23	52
24	52
25	52

Years of Service in the Agency and Public Service	Transition Support Measure (TSM) (Payment in weeks' pay)
26	52
27	52
28	52
29	52
30	49
31	46
32	43
33	40
34	37
35	34
36	31
37	28
38	25
39	22
40	19
41	16
42	13
43	10
44	7
45	4

For indeterminate seasonal and part-time employees, the TSM will be pro-rated in the same manner as severance pay under the terms of this agreement.

Severance pay provisions of this collective agreement are in addition to the TSM.