



Parks Canada Directive on Terms and Conditions of Employment

Effective Date: June 1, 2024

Title: Parks Canada Directive on Terms and Conditions of Employment

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Rescinded document: This directive rescinds the previously adopted 2002 *Treasury Board Secretariat Terms and Conditions of Employment*.

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Review: This directive will be reviewed by the Vice-President, Human Resources and Employee Wellness, every three years and updated as required.

Amendments:

Change	Date	Approval

Table of Contents

- 1. Effective date4**
- 2. Application.....4**
- 3. Context4**
- 4. Definitions.....5**
- 5. Directive statement5**
- 6. Requirements.....5**
- 7. Consequences.....6**
- 8. References.....6**
- 9. Enquiries.....7**

- Appendix - Terms and Conditions of Employment8**
- Part 1 – Definitions8**
- Part 2 – Remuneration.....12**
- Part 3 - Pay Administration26**
- Part 4 – Casual Workers and Terms of Less Than Three Months32**
- Part 5 - Continuous Employment.....34**
- Part 6 - Employees with Multiple Indeterminate Seasonal Appointments with Parks Canada....36**

1. Effective date

This directive takes effect on June 1, 2024. It replaces the 2002 *Treasury Board Secretariat Terms and Conditions of Employment* previously adopted by Parks Canada.

2. Application

2.1 This directive applies to persons appointed to Parks Canada as defined in Section 2 of the [Parks Canada Agency Act](#) unless excluded through specific acts, regulations or Orders in Council.

2.2 This directive does not apply to members of Parks Canada Executive Group as they are subject to the [Parks Canada Policy on Management of Executives](#), nor does this apply to students.

3. Context

3.1 The intent of this directive is to ensure the equitable, accurate, consistent, transparent, and timely application of terms and conditions of employment in Parks Canada.

For the purposes of this directive, persons appointed or deployed to Parks Canada include persons appointed or deployed to a position as:

- an indeterminate (including seasonal employees);
- a term of three months or more;
- a term of less than three months;
- a casual worker;
- an as and when required basis;
- an employee occupying an excluded position;
- an employee in an unrepresented group;
- part-time; or
- a part-time worker.

3.2 The Appendix to this directive provides direction to Parks Canada on the administration of terms and conditions of employment. It identifies mandatory requirements for the application and administration of terms and conditions of employment that are not covered under the collective agreement, other Parks Canada enactments or any other enactments.

3.3 With the exception of the terms and conditions of employment set out in Part 4 of the Appendix, as well as the *Directive on Term and Conditions of Employment for Certain Excluded and Unrepresented Groups and Levels*, when there is conflict or incompatibility between a provision of the collective agreement and the *Parks Canada Directive on Terms and Conditions of Employment*, the provisions of the collective agreement apply.

3.4 This directive is issued pursuant to Section 13 (3) of the [Parks Canada Agency Act](#).

3.5 The Chief Executive Officer of Parks Canada has the authority to approve and/or amend this directive.

3.6 This directive is to be read in conjunction with the following:

[Financial Administration Act](#)
[Federal Public Sector Labour Relations Act](#)
[Parks Canada Agency Act](#)
[Parks Canada Agency Collective Agreement](#)
[Public Service Superannuation Act](#)

4. Definitions

Definitions to be used in the interpretation of this directive are provided in Part 1 of the Appendix.

5. Directive statement

5.1 The objective of this directive is to ensure sound, consistent and effective practices with respect to the administration of terms and conditions of employment in Parks Canada.

5.2 The expected results of this directive are:

- persons appointed to Parks Canada receive appropriate monetary and non-monetary compensation; and
- terms and conditions of employment are administered in an equitable, accurate, consistent, transparent, and timely manner.

6. Requirements

6.1 The Vice-President, Human Resources and Employee Wellness, or any other person named by the Chief Executive Officer is responsible for the following:

- ensuring that the organizational structure, resources, systems, service standards and controls are in place to ensure that the terms and conditions of employment set out in the Appendix are administered in a timely and accurate manner in accordance with the appropriate human resources authorities; and
- ensuring that those responsible for the administration of compensation management, human resources and any persons responsible for the day-to-day application and administration of this directive are providing accurate, consistent and timely information to persons appointed to Parks Canada regarding the terms and conditions of employment.

6.2 Managers of persons appointed to Parks Canada are responsible for the following:

- ensuring that appropriate documented authorities are provided to human resources in a timely manner; and
- providing persons with information regarding the terms and conditions of employment included in the Appendix, collective agreement and other Parks Canada policy instruments.

6.3 Monitoring and reporting requirements

The Vice-President, Human Resources and Employee Wellness, or any other person named by the Chief Executive Officer, is responsible for monitoring adherence to this directive by:

- establishing controls to ensure that the terms and conditions of employment set out in the Appendix are administered in accordance with the appropriate authorities;
- developing and implementing processes and procedures that will result in the efficient and effective application and administration of the terms and conditions of employment;
- reviewing, on an ongoing basis, the processes and procedures associated with the administration of terms and conditions of employment to assess the accuracy and timeliness of their application and implement corrective measures in a timely manner; and,
- establishing standards for the delivery of services associated with the administration and application of terms and conditions of employment and monitoring compliance with the provisions set out in this directive.

6.4 Review

In accordance with Section 35 (1) of the [Parks Canada Agency Act](#), the Chief Executive Officer must, at least every five years, have prepared by a person or body, other than the Agency or any of its officers or employees, a report on the consistency of its human resources regime with the values and principles that are to govern the management of its human resources.

7. Consequences

7.1 In cases of non-compliance, the Chief Executive Officer is responsible for taking corrective measures with those who are identified with delegated authority pertaining to this directive. Corrective measures can range from training, to the suspension or removal of delegated authority, to taking disciplinary action, or any combination of these measures.

7.2 Business Units are required to pay, from their budgets, any costs associated with errors or inappropriate application of the terms and conditions of employment.

8. References

8.1 Other Relevant Legislation/Regulations

[Accountable Advances Regulations](#)

[Cheque Issue Regulations, 1997](#)

[Canada Pension Plan](#)

[Electronic Payments Regulations](#)

[Employment Insurance Act](#)

8.2 Related Policy Instruments/Publications

[Instrument of Delegation of Human Resources Authorities](#)

[Instrument of Delegation of Spending and Financial Authorities](#)

[*Parks Canada Directive on Terms and Conditions for Executives*](#)

[*Parks Canada Directive on Leave and Special Working Arrangements*](#)

[*Parks Canada Directive on Terms and Conditions of Employment for Certain Excluded and Unrepresented Groups and Levels*](#)

[*Policy Framework for the Management of Compensation*](#)

9. Enquiries

Please direct enquiries related to this directive to your Labour Relations Advisor.

Appendix - Terms and Conditions of Employment

Part 1 – Definitions

Acting appointment (*affectation intérimaire*)

The situation where a person is required to substantially and temporarily perform the duties of a higher classification level for at least the qualifying period specified in the collective agreement or terms and conditions of employment applicable to the person's substantive level.

Acting pay (*rémunération d'intérim*)

The pay a person receives when required to substantially perform the duties of a higher classification level provided that the person meets the minimum qualifying period specified in the collective agreement or terms and conditions of employment applicable to the person's substantive level.

Agency (*Agence*)

The Parks Canada Agency established by Section 3 of the [Parks Canada Agency Act](#). Parks Canada is a separate employer as named in Schedule V of the [Financial Administration Act](#).

Allowance (*indemnité*)

Compensation payable in accordance with the provisions of the collective agreement or terms and conditions of employment in respect of a position, or in respect of some of the positions in a group, by reason of duties of a special nature. It may also be compensation for duties that a person is required to perform in addition to the duties of the person's position.

As and when required (*selon les besoins*)

The situation whereby a person with no assigned hours of work reports when needed and usually in response to an urgent need.

Canadian Forces (*forces canadiennes*)

Has the same meaning as "regular force" in the [Public Service Superannuation Act](#).

Casual Worker (*personne nommée a titre de travailleur occasionnel*)

A person employed on a casual basis pursuant to the [Parks Canada Agency Act](#). A casual worker shall not work for Parks Canada in excess of 120 days in a calendar year.

Chief Executive Officer (*Directeur général de l'Agence*)

Under the direction of the Minister has the control and management of Parks Canada and all matters connected with it. The Chief Executive Officer has the rank and all the powers of a deputy head of a department.

Classification conversion (*conversion de la classification*)

A change made in the method of establishing the relative value of work for an occupational group with a resultant new pay structure.

Collective agreement (*convention collective*)

An agreement in writing, entered into under Part 1 of the [Federal Public Sector Labour Relations Act](#), between Parks Canada and a bargaining agent containing provisions pertaining to terms and conditions of employment and related matters.

Compensation days (*journées de rémunération*)

The days in a pay period other than the designated days of rest.

Consolidated Revenue Fund (*Trésor*)

Has the same meaning as in the [Financial Administration Act](#).

Continuous employment (*emploi continu*)

One or more periods of service in the public service, as defined in the [Public Service Superannuation Act](#), with allowable breaks only as provided for in the terms and conditions of employment applicable to the person.

Continuous service (*service continu*)

An unbroken period of employment in the public service in the context of determining the rate of pay on appointment. Continuous service is broken when employment ceases between two periods of public service employment for at least one compensation day.

Core public administration (*administration publique centrale*)

Refers to the departments named in Schedule I and the other portions of the federal public administration named in Schedule IV of the [Financial Administration Act](#).

Deployment (*mutation*)

In accordance with the [Parks Canada Staffing Policy](#), is the move of an employee from one position to another that does not constitute a promotion or an increase in the yearly work schedule and does not change the person's period of employment from a specified term to indeterminate.

Employee (*employé*)

For the purpose of this directive, is a person appointed or deployed to Parks Canada.

Employee occupying an unrepresented position (*employé occupant un poste non représenté*)

A person appointed to a position that is not represented by a bargaining agent.

Enactment (*édit*)

Includes a regulation, order, directive, or other instrument made under the authority of an act or other authority.

Excluded employee (*employé exclu*)

A person who occupies a position that has been identified by the employer in accordance with the [Federal Public Sector Labour Relations Act](#) as not being represented by a bargaining agent because of the nature of the duties of the position.

Excluded position (*poste exclu*)

A position identified by the employer in accordance with the [Federal Public Sector Labour Relations Act](#) as not being represented by a bargaining agent because of the nature of the duties of the position.

Higher classification level (*niveau de classification supérieur*)

In relation to an acting appointment, is a level where the maximum annual rate of pay exceeds the maximum annual rate of pay of the person's substantive level; that is, a difference of \$1.00 or more for annual rates and \$0.01 or more for hourly rates.

Indeterminate (*indéterminé*)

The indefinite period for which a person is appointed to Parks Canada pursuant to Section 13 (1) of the [Parks Canada Agency Act](#).

Lay-off (*mise en disponibilité*)

The circumstance whereby a person whose employment in Parks Canada has ceased pursuant to Section 13 (1) of the [Parks Canada Agency Act](#).

Lower classification level (*niveau de classification inférieur*)

A position with a lower maximum rate of pay than the previous position to which the person is appointed to perform the duties; that is, a difference of \$1.00 or more for annual rates and \$0.01 or more for hourly rates.

Manager (*gestionnaire*)

Manager is understood to mean “people manager,” defined as: an employee who is accountable for exercising delegated human resources authority (i.e., staffing and/or labour relations delegation). In addition to ensuring business results are delivered and overall management functions are carried out, a manager leads people, recognizes and rewards achievement, manages performance, develops people, manages change, and promotes corporate values, ethics, and culture of the organization.

Overtime (*heures supplémentaires*)

Authorized time worked by a person in excess of the standard daily or weekly hours of work and for which the person may be entitled to compensation pursuant to the provisions of the collective agreement or terms and conditions of employment.

Part-time (*temps partiel*)

The situation whereby a person is ordinarily required to work more than one third of but less than the normal scheduled daily or weekly hours of work established for persons doing similar work.

Part-time worker (*travailleur à temps partiel*)

A person who is not ordinarily required to work more than one third of the normal scheduled daily or weekly hours of work established for persons doing similar work.

Pay increment period (*période d'augmentation d'échelon de rémunération*)

In respect of a position, the period between pay increments for the position as set out in the collective agreement or terms and conditions of employment.

Person with delegated authority (*personne ayant le pouvoir délégué*)

A person identified under the [Parks Canada Instrument of Delegation of Human Resources Authorities](#) for the application and administration of terms and conditions of employment.

Public service (*fonction publique*)

Has the meaning given to that expression in the [Public Service Superannuation Act](#).

Reclassification (*reclassification*)

The change in the occupational group, level or both of a position resulting from a review or audit of the work performed in that position.

Remuneration (*rémunération*)

Pay and allowances.

Retroactive period (*période de rétroactivité*)

In the context of collective bargaining, the period from the effective date of the retroactive revised rates of pay, up to and including the day before the day on which the collective agreement is signed, the arbitral award is rendered or the classification conversion is authorized.

Revision (*révision*)

A change in the rate or rates of pay applicable to an occupational group or level.

Royal Canadian Mounted Police (*Gendarmerie royale du Canada*)

Has the same meaning as "force" in the [Public Service Superannuation Act](#).

Salary protection (*protection salariale*)

Is the rate of pay applicable to the former classification prescribed by the person's substantive level before a reclassification or classification conversion or as a result of workforce adjustment.

Seasonal employee (*travailleur saisonnier*)

An indeterminate employee performing duties of a seasonal nature.

Substantive level (*niveau de titularisation*)

The group and level to which a person has been appointed or deployed under the [Parks Canada Agency Act](#) other than an acting appointment.

Term of less than three months (*période déterminée de moins de trois mois*)

A person appointed for a specified period of less than three months pursuant to the [Parks Canada Agency Act](#).

Term of three months or more (*période déterminée de trois mois ou plus*)

A person appointed for a specified period of three months or more pursuant to the [Parks Canada Agency Act](#).

Unrepresented position (*poste non représenté*)

A position that is not represented by a bargaining agent.

Part 2 – Remuneration

2.1 Entitlement

Subject to the provisions of this directive and any other enactment of Parks Canada, a person appointed or deployed to Parks Canada is entitled to be paid, for services rendered, the appropriate rate of pay in the collective agreement or the rate approved by Parks Canada for the group and level of the person's classification.

2.1.1 Dual remuneration

Unless authorized by or under an act of Parliament, no payment additional to the remuneration applicable to the person's position (in other words, their substantive position) is to be made out of the Consolidated Revenue Fund to a person in respect of any services rendered by the person unless the person in Parks Canada with the delegated authority for the person's substantive position certifies in writing that, in their opinion, the performance of the additional service does not impair the person's effectiveness in their substantive position.

2.2 Rate of pay

The rate of pay for a person appointed or deployed to a position in Parks Canada is based on the provision of continuous service and is determined in accordance with this section.

2.2.1 On appointment from outside the public service

2.2.1.1 Subject to this directive and any other enactment of Parks Canada, the rate of pay of a person on appointment from outside the public service to Parks Canada is to be the minimum rate of the pay scale applicable to the position to which the person is appointed.

2.2.1.2 The person with the delegated authority has the discretion to appoint a person above the minimum salary only when one of the following conditions applies:

- a. there is a significant shortage of skilled labour in the field of work, as evidenced by local or regional labour market surveys from recognized institutions;
- b. there are difficulties in filling the position with qualified candidates (for example, the minimum rate of pay is not competitive with the rates offered by local or regional employers for similar duties);
- c. operational conditions require the presence of a highly skilled or experienced person who can assume the full duties of the position immediately upon taking employment (for example, there is no alternative but to pay above the minimum because training a novice person would impose an unacceptable burden on the employing organization).

2.2.2 On appointment or deployment from within the public service

On appointment or deployment

2.2.2.1 The rate of pay on appointment or deployment of a person in Parks Canada, a person in the public service, or a member of the Royal Canadian Mounted Police or Canadian Forces to a position to which this directive applies is to be established in accordance with the rules for promotion or deployment as set out in this Appendix.

2.2.2.2 Where a person is promoted or deployed on the day on which a pay increment would otherwise have become due, the person's rate of pay in that position on the day immediately before the appointment or deployment is deemed to have been the rate of pay that they would have received if the pay increment had become due on that date.

On promotion

2.2.2.3 The appointment of a person described in Subsection 2.2.2.1 constitutes a promotion where the maximum rate of pay applicable to the position to which that person is appointed exceeds the maximum rate of pay applicable to the person's substantive level immediately before the appointment by one of the following measures:

- a. an amount equal to at least the lowest pay increment for the position to which they are appointed, when that position has more than one rate of pay; or
- b. an amount equal to at least 4 per cent of the maximum rate of pay for the position held by the person immediately before that appointment when the position to which they are appointed has only one rate of pay.

2.2.2.4 Subject to Subsections 2.2.2.2, 2.2.3.1 and 2.4.2.7, the rate of pay on promotion is to be the rate of pay nearest that to which the person was entitled in their substantive level immediately before the appointment that gives the person an increase in pay as specified in Subsection 2.2.2.3 above or an amount equal to at least 4 per cent of the maximum rate of pay for the position to which they are appointed when the salary for the position to which the appointment is made is governed by performance pay.

On deployment

2.2.2.5 A person described in Subsection 2.2.2.1 is deployed when the transfer to a position to which this Appendix applies does not constitute a promotion as defined in 2.2.2.3 above or a demotion as defined in Subsection 2.2.2.8 below.

2.2.2.6 Subject to Subsections 2.2.2.2, 2.2.3.1 and 2.4.2.7, when the transfer of a person from one position to another position constitutes a deployment, the person is to be paid the rate of pay that is nearest to but not less than the rate of pay the person was entitled to in their substantive level immediately before the deployment or, if there is no such rate, at the maximum rate of pay for the position to which they are deployed.

On demotion

2.2.2.7 A person is demoted where, pursuant to paragraph 13 (1) of the [Parks Canada Agency Act](#), they are appointed or deployed to a position to which this Appendix applies that has a lower maximum rate of pay than the maximum rate applicable to their former substantive level.

2.2.2.8 Subject to Subsections 2.2.2.2, 2.2.3.1 and 2.4.2.7, when a person described in Subsection 2.2.2.1 is demoted, they are to be paid the rate of pay that is nearest to but not more than the rate of pay they were entitled to in their substantive level immediately before the appointment.

2.2.3 On appointment following declaration of surplus or lay-off

2.2.3.1 Except as otherwise provided, when a person who has been laid off is reappointed to a position within one year from the date of lay-off, the person is to be paid as if, at the time of their appointment, they held a position of the same group and level as the position held when laid off and their rate of pay in that position was the rate of pay for that position at the time of reappointment.

2.3 Revision to pay rates

2.3.1 Persons appointed or deployed to Parks Canada are to be paid a revision in pay in accordance with the provisions set out in the collective agreement or terms and conditions of employment.

2.3.2 When the revision in pay is retroactive, persons appointed or deployed to or persons who were formally employed in or, in the case of death, the estate of persons appointed or deployed to or of persons who were formally employed in Parks Canada during the retroactive period are to be paid the revision in pay in accordance with the provisions set out in the collective agreement or terms and conditions of employment.

2.4 Reclassification or classification conversion

2.4.1 Persons appointed or deployed to Parks Canada whose positions are:

- a. reclassified to a level having a lower attainable maximum rate of pay;
- b. reclassified to a level having a higher maximum rate of pay; or
- c. converted to a new occupational group, level, or both or to new classification plans, pay structures or both,

are subject to the applicable memorandum of understanding or, if there are no such memoranda, to the provisions set out in this Appendix.

2.4.2 Reclassification to a level having a lower attainable maximum rate of pay

2.4.2.1 Before a position is reclassified to a level having a lower attainable maximum rate of pay, the incumbent is to be so notified in writing by the person with the delegated authority and advised therein of the effective date of this change.

2.4.2.2 Downward reclassification notwithstanding, an encumbered position is deemed to have retained for all purposes the former classification level. With respect to the rate of pay of the incumbent, this may be cited as salary protection status and, subject to Subsection 2.4.2.4 below, is to apply until the position is vacated or until the attainable maximum of the reclassified level, as revised periodically, becomes greater than that applicable, as revised periodically, to the former classification level.

Notes:

(1) The phrase "deemed to have retained for all purposes the former classification level" as used in Subsection 2.4.2.2 above (and in certain memoranda of understanding related to this subject) is to be applied as follows:

Where the position is:

- a. reclassified or converted to a level having a lower attainable maximum rate of pay;
- b. subject to a memorandum of understanding providing salary protection and containing the phrase "for all purposes,"

the incumbent of the position retains the rates of pay and all other terms and conditions of employment applicable to the higher classification level.

In all other situations, on reclassification or classification conversion to a level having a lower maximum rate of pay, the expression "for all purposes" is applicable to the rates of pay only.

(2) The term "attainable maximum rate of pay" in this Appendix means the rate attainable for fully satisfactory performance in the case of levels covered by a performance pay plan or the maximum salary rate in the case of all other classification levels.

2.4.2.3 Parks Canada is to make every reasonable effort to appoint the incumbent to a position having a level equivalent to that of the former classification level of the position.

2.4.2.4 An incumbent who declines an offer of deployment to a position that is in the same geographic area referred to in Subsection 2.4.2.3, without good and sufficient reason, is to be immediately paid at the applicable rate for the reclassified position.

2.4.2.5 Persons subject to Subsection 2.4.2.3 will be considered deployed (as defined in this Appendix) for the purpose of determining increment dates and the rate of pay.

2.4.2.6 If the classification level at which the person's salary is protected ceases to exist, pay entitlements are to be adjusted to reflect revisions approved, from time to time, for the more recently identified position level.

2.4.2.7 On appointment to a position with a lower maximum rate of pay as a result of being declared surplus or being laid off, a person is to be paid in accordance with the salary protection provision in the *Parks Canada Agency Collective Agreement, Appendix K – Work Force Adjustment*. The application of the salary protection provision will not be limited in any way by this directive. When the pay rules set out in this Appendix confer the greater pay benefit, however, the salary protection provisions do not apply.

2.4.3 Reclassification to a level having a higher maximum rate of pay

2.4.3.1 Where a position is to be reclassified to a level having a higher attainable maximum rate of pay, the effective date of the reclassification will be determined by the authorized classification authority, taking into consideration the date on which the current duties and responsibilities were assigned to the position.

2.4.3.2 The rate of pay and the salary increment date of the person appointed to the new level of the position under Subsection 2.4.3.1 are to be calculated in accordance with the collective agreement, pay plan or this Appendix as applicable.

2.4.4 Classification conversion to a new occupational group, classification level or both or to new classification plans, pay structures or both

2.4.4.1 Notwithstanding Section 1 of this Appendix, a person whose position is converted to a new occupational group, classification level or both or new classification plan, pay structure or both is entitled to be paid a rate of pay for services rendered on the date of classification conversion as follows:

- a. the rates of pay applicable to the position held by the person in the new classification and pay plan;
- b. the rates of pay applicable to the position held by the person in the former classification and pay plan; or
- c. the rates of pay applicable to the position held by the person in the new classification and pay plan immediately before classification conversion to the new classification and pay plan,

whichever has the highest attainable maximum rate.

2.4.4.2 When Subsection 2.4.4.1 paragraphs (b) or (c) are applicable, the person's pay administration will be in accordance with Subsection 2.4.2 of this Appendix.

2.4.4.3 When a new occupational group, classification level or both are established, or a new classification plan and pay structure are introduced for an established occupational group, and the position is converted from the former level to a classification level in the new occupational group, the person occupying that position will be paid on the effective date of that classification conversion at the rate of pay that is nearest to but not less than the rate of pay they would otherwise be entitled to receive on that date.

2.4.4.4 Subject to Subsection 2.4.4.5, the first increase in pay following the classification conversion referred to in Subsection 2.4.4.3 is to be calculated as if that classification conversion resulted in a deployment (as defined in this Appendix) from the position held on that date in the former occupational group, classification level or both or in the former classification and pay structure.

2.4.4.5 Subject to Subsection 2.4.4.6 when, on the classification conversion referred to in Subsection 2.4.4.4, a person:

- a. who is being paid at the maximum rate in the former pay scale is not paid at the maximum rate in the new pay scale; or
- b. receives an increase upon classification conversion equal to or greater than the person would receive as a result of a promotion (as defined in this Appendix),

the first increase in pay thereafter is to be determined as if that classification conversion resulted in a promotion.

2.4.4.6 When a person who has been paid at the maximum rate of the former pay scale for a period of one year or more is paid at a rate which is not the maximum rate of the new pay scale, the person with the delegated authority may grant to such a person the first increase in pay thereafter on an earlier date than the date determined in Subsection 2.4.4.5.

2.5 Pay increments

2.5.1 Subject to this Appendix and any other relevant enactment, a person holding a position for which there is a minimum and maximum rate of pay is to be granted pay increments until they reach the maximum rate for the position.

2.5.2 Subject to any other relevant enactment, a pay increment is to be the rate in the pay scale applicable to the position that is next higher than the rate at which the person is currently being paid.

2.5.3 When the collective agreement is silent, the pay increment period is 12 months and is calculated in accordance with this Appendix.

2.5.4 Pay increment period on initial appointment, promotion or demotion

Subject to Subsections 2.5.4.1 (a), (b), (c) and (d) below, when a person is appointed to a position to which this Appendix applies, the first pay increment in that position becomes due at the end of the pay increment period for the position calculated from the date of the appointment.

2.5.4.1 Pay increment period on deployment

- a. When a person is deployed to a position with a pay increment period of the same duration as the former position, the first pay increment becomes due at the end of the pay increment period calculated from the date it would have been calculated in the former position.
- b. When a seasonal employee is deployed to a position to which this Appendix applies and a pay increment would become due to this employee in this new position, the pay increment becomes due to that person in the new position on the date on which a pay increment would have become due to them in the former position.
- c. When a person is deployed to a position where the pay increment period is longer (for example, annual) than the pay increment period for the former position (for example, semi-annual), the first pay increment for that person becomes due at the end of the pay increment period of the new position, calculated from the date from which the pay increment period would have been calculated in the former position if they had continued in that position.
- d. When a person is deployed to a position where the pay increment period is shorter (for example, semi-annual) than the pay increment period for the former position (for example, annual), the first pay increment for that person in the new position becomes due 12 months from the last pay increment in the former position or after 6 months in the new position, whichever is earlier.

2.5.5 Subsequent pay increments

Each pay increment for a person, after the first pay increment that they receive while in a position, becomes due at the end of the pay increment period for that position, calculated from the date on which the last pay increment in that position became due.

2.5.6 Denial of pay increment

- a. Subject to paragraph (b) below, a person with the delegated authority may withhold a pay increment from a person if they are not satisfied that the person is performing the duties of the position satisfactorily.
- b. When a person with the delegated authority intends to withhold a pay increment from a person, they, at least two weeks and not more than six weeks before the scheduled date of the pay increment, must give the person notice in writing of their intention to do so.

2.5.7 Pay increment period when pay increment is denied

2.5.7.1 Notwithstanding the provisions elsewhere in this Appendix, when a person is denied a pay increment on the day on which it becomes due to them, it shall become due to them:

- a. on the first day of any month specified by the person with the delegated authority, before the date on which a pay increment would next become due to that person in compliance with this Appendix; or
- b. when the person with the delegated authority does not specify a month pursuant to this section, on the day a pay increment would next become due to that person in compliance with this Appendix.

2.5.7.2 When a pay increment is granted to a person on a day specified pursuant to Subsection 2.5.7.1 (a) above, the first pay increment thereafter for that person becomes due on the day it would have become due pursuant to this Appendix if the pay increment immediately preceding it had been granted on the day on which it had been due.

2.5.8 Pay increments during a period of leave of absence with pay

Subsections 2.5.1 to 2.5.7 apply to every person who is on leave of absence with pay.

2.5.9 Pay increments during period of leave without pay

- a. Subsections 2.5.1 to 2.5.7 apply to every person who has been granted leave without pay except when the collective agreement or terms and conditions of employment provide that time spent on a particular type of leave without pay does not count for pay increment purposes.
- b. When a person has been granted a leave of absence without pay that does not count for pay increment purposes, a pay increment becomes due to that person on the new pay increment date calculated from the date on which the pay increment last became due less the period of leave without pay.

2.5.10 Pay increment following appointment from lay-off

Except when the appointment is deemed to be a promotion, when a person entitled to a lay-off priority is appointed within one year from the date of lay-off, the period from the last increment date to the date of lay-off will be counted when determining the new increment date.

2.6 Acting appointment

2.6.1 General

When a person with the delegated authority requires a person to substantially perform duties of a higher classification level for at least the qualifying period specified in the collective agreement or terms and conditions of employment applicable to the person's substantive level, the person is to be paid acting pay calculated from the date the person began to perform such duties.

2.6.2 Rate of acting pay

Acting pay is the rate of pay that the person would be paid on appointment to such higher classification level, as calculated following the promotion or deployment rules set out in Subsection 2.2.2 of this Appendix.

2.6.3 Recalculation of acting pay

2.6.3.1 A person in receipt of acting pay is entitled to a recalculation of the acting rate of pay following the promotion or deployment rules set out in Subsection 2.2.2 of this Appendix when

increments within and revisions to the salary range for the substantive level occur. If, following recalculation, the rate of pay in the higher classification level is less than the rate of pay received immediately before the recalculation, the person is to be paid at the rate of pay received immediately before the recalculation.

2.6.3.2 A person in receipt of acting pay is entitled to revisions to the salary range of the higher classification level.

2.6.4 Pay increments while on acting appointment

2.6.4.1 Notwithstanding Subsection 2.6.3.1 above, a person who:

- a. is being paid at the maximum rate of pay for the substantive level at the time of the person's acting appointment; or
- b. receives an increment in the substantive level that does not result in a higher rate of pay in the higher classification level,

is eligible to receive pay increments in the higher classification level at the end of the increment period for the higher classification level, calculated from the date on which the acting appointment commenced.

2.6.4.2 Notwithstanding Subsection 2.6.3.1 above, a person who:

- a. has received pay increments in the substantive level that have resulted in higher rates of pay in the higher classification level; and
- b. has reached the maximum rate of pay for the substantive level,

is eligible for increments in the higher classification level at the end of the increment period for the higher classification level, calculated from the date of the last pay increment received in the substantive level.

2.6.5 Subsequent acting appointments

A person in receipt of acting pay who is required to perform other duties:

- a. of the same group and level as that for which acting pay is being paid is to:
 - i. be paid at the same rate of pay; and
 - ii. be eligible for an increment at the end of the increment period for the higher classification level in compliance with the applicable provisions in Subsection 2.6.4 of this Appendix;
- b. of a group, level or both that is higher than that for which acting pay is being paid is to:
 - i. be paid the rate of pay that the person would be paid on appointment to such higher classification level, as calculated following the promotion or deployment rules set out in Subsection 2.2.2 of this Appendix. Should such rate be less than the person's previous acting rate of pay, the person is to be paid at the rate of pay in the higher classification level that is nearest to but not less than the previous acting rate of pay; and

- ii. be paid the rate of pay that would have been paid upon reverting to the previous acting duties had the previous duties been continuously performed;
- c. of a group and level lower than that for which acting pay is being paid is to:
 - i. be paid a rate of pay as calculated following the promotion or deployment rules set out in Subsection 2.2.2 of this Appendix; and
 - ii. receive credit for increments from the date the acting duties in the higher level position commenced, in accordance with the provision of Subsection 2.6.4 of this Appendix.

2.6.6 Subsequent appointments or deployments in substantive level while on acting appointment

2.6.6.1 A person in receipt of acting pay who is appointed or deployed to a new substantive level that is:

- a. the same as that for which acting pay is being paid is to:
 - i. be paid the same rate of pay; and
 - ii. be eligible for an increment at the end of the increment period for the higher classification level in compliance with the applicable provision in Subsection 2.6.4 of this Appendix;
- b. higher than that for which acting pay is being paid is to:
 - i. be paid at the rate of pay as calculated following the promotion or deployment rules set out in Subsection 2.2.2 of this Appendix; and
 - ii. be paid at the rate of pay in the higher salary range that is nearest to but not less than the previous acting rate of pay should such rate of pay be less than the person's previous acting rate of pay;
- c. lower than that for which acting pay is being paid is to:
 - i. be paid at the rate of pay calculated following the promotion or deployment rules set out in Subsection 2.2.2 of this Appendix; and
 - ii. receive credit for increments from the date the acting duties in the higher level position commenced, in accordance with the provisions of Subsection 2.6.4 of this Appendix.

2.6.6.2 A person who is appointed or deployed to a new substantive level having a maximum rate of pay lower than the level for which acting pay is being paid while continuing to act in the higher classification level is to have the acting rate of pay recalculated following the promotion or deployment rules set out in Subsection 2.2.2 of this Appendix. When such a recalculation results in a rate of pay that is equal to or less than the person's previous acting rate of pay, the person is to retain the previously established acting rate of pay and increment date in the higher classification level.

2.6.7 Performance pay

Subject to the application of the above pay provisions, the administration of acting pay in the case of a person performing the duties of a higher classification level, which is subject to performance pay, is to be in accordance with the applicable performance pay plan.

2.6.8 Terms and conditions of employment while on acting appointment

2.6.8.1 General

Subject to Subsection 2.6.8.2 below, when a person temporarily performs duties at a higher classification level, the person is subject to the terms and conditions of employment of the higher classification level on one of the following:

- a. the starting date of the appointment when the appointment will meet the qualifying period; or
- b. the date, during the qualifying period, that the person is notified that their acting appointment will meet the qualifying period,

as stipulated in the collective agreement or terms and conditions of employment applicable to the person's substantive level.

2.6.8.2 Executive Group

A person acting in an executive position remains subject to the non-remunerative provisions of the collective agreement or terms and conditions of employment governing their substantive level except that they are not entitled to overtime, call-back, reporting pay, stand-by, shift premiums, travelling time or any other form of cash compensation which is dependent upon a person completing a specified number of hours in a normal work week.

2.6.8.3 Payment and recoveries while on acting appointment

When the collective agreement or terms and conditions of employment do not specify the rate of pay at which a benefit is to be paid or recovered, such rate is to be the rate:

- a. prescribed as established by the person's substantive level for the following:
 - i. the payment of severance pay;
 - ii. the payout of vacation leave credits; and
 - iii. the recovery, on termination, of vacation and sick leave that was granted in excess of credits;
- b. at which the person was being paid:
 - i. when the overtime was worked for the payout of compensatory leave credits; or
 - ii. when the leave credit was earned for the payout of lieu day credits.

2.6.9 Termination of acting appointment

The acting appointment of a person is to cease whenever the person with the delegated authority determines that the person is no longer performing the higher-level duties.

2.7 Death benefits

2.7.1 Salary for the month of death

2.7.1.1 Salary for the full month in which a person appointed to Parks Canada dies is to be provided to the person's estate when the person has been employed for a continuous period of one year or more.

2.7.1.2 The amount payable in Subsection 2.7.1.1 is the amount for the period worked plus the amount that would have been paid had the person worked the regularly scheduled hours during the balance of the month.

2.7.1.3 When a person is on authorized leave without pay and dies, the person's estate is entitled to payment for the full month of death even though the person had received no earnings in that month.

2.7.1.4 Salary for the full month of death is not paid during the off-season in the case of a seasonal worker, during a period when the person is under suspension or during a period when the person is absent without authorized leave.

2.7.1.5 Salary for the full month of death is to be made to the estate or to an individual subject to the restrictions contained in the [Payments to Estates Regulations, 1996](#).

2.7.2 Death benefit gratuity

2.7.2.1 An amount equal to the person's salary for two months is to be paid to the surviving spouse when a person appointed to Parks Canada who is not a participant within the meaning of Part II of the [Public Service Superannuation Act](#) dies after having been employed in the public service for at least two years. If there is no surviving spouse or the person with the delegated authority is of the opinion the amount should not be paid to the surviving spouse, the death benefit gratuity is to be paid to a person as determined by the Treasury Board Secretariat.

2.7.2.2 The following conditions apply when computing the required two years of service:

- it is based on continuous employment. In the case of seasonal workers, only the season of employment is included; and
- only service within Parks Canada and the core public administration is to be included.

2.7.2.3 The following conditions apply when determining the eligibility for the death benefit gratuity:

- absence on authorized leave without pay does not affect payment of the gratuity;
- the gratuity is to be paid in respect of a seasonal worker even though death occurs during the off-season period provided that the person would have been eligible to return to duty at the commencement of the next season without further certification;
- absence of the person from duty on suspension at the time of death does not affect the eligibility of the surviving spouse for the gratuity;
- the fact that the surviving spouse is entitled to a gratuity pursuant to some other act does not affect entitlement to the gratuity under this Appendix.

2.7.2.4 When there is a surviving spouse and no reason is put forward for not making payment of the death benefit gratuity to the spouse, the gratuity is to be paid to that person without requesting Treasury Board approval.

2.7.2.5 When there is a surviving spouse but some other person puts forward a reason why the payment should not be made to that person, the case is to be referred to Treasury Board for determination of the person to whom payment will be made.

2.7.2.6 When there is no surviving spouse and the Treasury Board has made a determination of the payee, the Receiver General for Canada is required, on application from the person with the delegated authority, to pay the death benefit gratuity to the executor or administrator of the estate of the deceased person or, if there is no executor or administrator of the estate, to the person who, being related to the deceased, assumes responsibility for payment of the debts and funeral expenses of the deceased person. Such persons are required to file, with the Receiver General for Canada, a statutory declaration and undertaking, Schedule I of the [Payments to Estates Regulations 1996](#), supported by release from all other persons entitled to share in the estate, Schedule II of the [Payments to Estates Regulations, 1996](#).

2.7.2.7 When there is no surviving spouse and the circumstances are not covered by the blanket determination of Parks Canada referred to in Subsection 2.7.2.6, Parks Canada will seek direction from the Treasury Board Secretariat.

2.7.3 Salary used when determining death benefit entitlements

2.7.3.1 When determining the salary for the month of death or for the death benefit gratuity, only those allowances that form part of compensation for the duties of the position are to be included. This includes any allowances, such as bilingual bonus, supervisory differential, related to the duties of the position.

2.7.3.2 When the compensation is authorized at other than an annual or monthly rate, the payment for the two-month death benefit gratuity is calculated by dividing the average annual salary by six.

2.7.3.3 When persons work part-time, their salary is to be averaged over a six-month period to determine the amount of the death benefit gratuity. The six-month salary is to be multiplied by two to calculate the average annual salary.

2.8 Hours of work

The working day of every person appointed to Parks Canada commences and terminates each day at the hours fixed by the person with the delegated authority.

2.9 Overtime

A person is to be compensated for overtime, in accordance with the provision of the collective agreement or terms and conditions of employment, only when the following conditions are in place:

- a. the person with the delegated authority has required the person to work overtime;
- b. the person does not control the duration of the period of overtime that they work; and
- c. the person with the delegated authority has certified the duration of the overtime worked and has authorized compensation.

Part 3 - Pay Administration

3.10.1 Biweekly pay

3.10.1.1 Persons newly appointed to Parks Canada after April 23, 2014 are to be paid biweekly on an arrears pay cycle.

3.10.1.2 Persons will receive their pay entitlement based on time worked in a pay period, two weeks after the end of that pay period.

3.10.1.3 Persons on leave without pay on May 7, 2014, who had been paid on a biweekly current pay cycle prior to their departure on leave without pay, will be issued their one-time transition payment upon return to work based on their rate of pay on May 7, 2014.

3.10.1.4 The gross amount of the one-time transition payment referred to in Subsection 3.10.1.3 will be reconciled (a payment or a recovery of the difference between pay entitlement due at termination and the amount of the one-time transition payment) over the final pay periods, as applicable, when an individual terminates employment with Parks Canada.

3.10.1.5 Financial authority for the one-time transition payment

The one-time transition payment issued to persons identified under Subsection 3.10.1.3 is only to be certified by the financial authorities identified in the [Parks Canada Instrument of Delegation of Spending and Financial Authorities](#) for the purpose of the [Financial Administration Act](#) Sections 33 and 34. The [Financial Administration Act](#), Section 34(1)(b) is the applicable authorization for these payments.

3.10.2 Official payday

The official payday in Parks Canada is every second Wednesday.

3.10.3 Pay periods

3.10.3.1 There are 26 official pay periods each year except in every twelfth year when there will be 27 pay periods.

3.10.3.2 Every second Wednesday, a net payment for gross salary minus applicable deductions will be issued. Also, statements of payments issued will be accessible electronically for viewing and/or printing through the self-service application administered by Public Services and Procurement Canada.

3.11 Calculation of gross pay

3.11.1 To calculate the gross pay for a biweekly period, the Treasury Board has authorized a four-week conversion factor of 13.044. This factor is used in determining the biweekly gross pay or other entitlements that are paid on the regular pay by dividing 26.088 into the person's annual rate of pay or annual entitlement rate. The formula is as follows:

- Four-week gross pay: annual pay rate and other entitlements divided by 13.044;
- Two-week gross pay: annual pay rate and other entitlements divided by 26.088;
- The gross pay is calculated to three decimal places:
 - If the third decimal place is 5 or more, the second decimal place is rounded upward. For example, \$6.055 will be rounded to \$6.06.
 - If the third decimal place is less than 5, the second decimal place is retained. For example, \$6.064 will be \$6.06.

3.11.2 When the rate of pay is an hourly rate it is multiplied by the normal work week multiplied by 52.176 to establish the annual pay rate. Other entitlements that are paid on the regular pay are also converted to an annual rate.

3.11.3 Calculation for partial pay period

When a person works a partial week or when the rate payable is different for a portion of the pay period, the calculation is made using the days of entitlement exclusive of the normal days of rest. The formula is as follows:

(Days of entitlement multiplied by rate of pay) divided by Compensation days.

A compensation day's pay is calculated by dividing the biweekly rate by the number of days of entitlement in the two-week period.

3.11.4 Days of entitlement

3.11.4.1 Days of entitlement are any compensation days for which a person is entitled to be paid; in other words, one of the following:

- a. any standard working day on which the person was on duty or was absent on authorized leave with pay; or
- b. any day authorized as a designated holiday with pay.

3.11.4.2 A person is not entitled to be paid for a designated holiday under the following conditions:

- a. when the person is on leave without pay on both the working day immediately preceding and the working day immediately following the designated holiday;

- b. when the person is absent without leave (refer to the collective agreement or terms and conditions of employment);
- c. when the person is under suspension;
- d. when the person is on Reserve Force training without pay or injury-on-duty leave without pay;
- e. when the designated holiday for a seasonal employee falls within the period in which the person is not required to perform the duties of the position because of the off-season;
- f. when the designated holiday falls on a scheduled day of work for a person employed part-time;
- g. when the designated holiday immediately precedes the first day of employment; and
- h. when the designated holiday both follows and is contiguous to the last day of employment.

3.11.4.3 When two or more entitlements are authorized with the same effective date, the sequence for determining payments is as follows: first, pay increments; then salary revisions; then promotions, deployments and demotions.

3.11.5 Compensation days

3.11.5.1 The expression "compensation days" means the number of days in a pay period other than the designated days of rest.

3.11.5.2 When a person works an average of the hours in the normal work week, within a specified period, the days of rest granted in lieu of Saturday and Sunday are excluded when calculating the number of compensation days.

3.12 Direct deposit

3.12.1 Direct deposit of all regular salary and supplementary payments is mandatory for all persons employed in Parks Canada. However, direct deposit remains voluntary only for those persons appointed prior to September 1, 1992, who have not yet opted for direct deposit.

3.12.2 In extenuating circumstances, upon written request and at the discretion of the Vice-President, Human Resources and Employee Wellness, the use of a printed cheque may be authorized.

3.12.3 When the official payday falls on a holiday or on a day during which local financial institutions are not open to the public, direct deposit payments normally made on that day are to be made on the first business day immediately preceding such a holiday or non-business day.

3.13 Release of regular salary and supplementary payments for persons exempt from mandatory direct deposit

3.13.1 Subject to operational considerations related to availability, verification, distribution and any other direction from Parks Canada, persons with the delegated authority are to release cheques on the official payday or upon receipt of supplementary payments.

3.13.2 Exceptions

3.13.2.1 When available, regular pay cheques may be released on the working day immediately preceding the first day of authorized absence for those persons for whom one or more consecutive days of rest, travel, vacation leave or other authorized absence with pay include the official payday. Those persons are not entitled to cash these cheques, however, before the official payday.

3.13.2.2 When the official payday falls on a holiday or on a day during which local financial institutions are not open to the public, regular pay cheques normally released on that day are to be distributed and may be cashed or deposited on the first business day immediately preceding such a holiday or non-business day.

3.14 Payment to a third party

3.14.1 The payment of salary and wages to someone other than the person appointed to Parks Canada is prohibited. When there are legal issues related to the payment on behalf of a mentally or physically incapacitated person, however, Parks Canada legal services is to be consulted.

3.14.2 Payments owing to a deceased person are to be issued to the estate of the person or to a person entitled by law to share in the estate of the deceased person. The *Payments to Estates Regulations, 1996* is the general authority under which money owing to the estate of a deceased person is to be paid to an individual claimant.

3.15 Recovery of amount due to the Crown

3.15.1 Overpayment of salary or wages

3.15.1.1 In accordance with the [Financial Administration Act](#), the Receiver General for Canada has the authority to recover an overpayment of salary or wages made to a person from any money payable by the Crown to that person.

3.15.1.2 Persons with the delegated authority are responsible for the recovery of all overpayments of salary, wages or pay and allowances and for ensuring that they are recovered from any sum of money that is due or payable to a person currently or formerly employed in Parks Canada.

3.15.2 Recovery from first available funds

The following types of overpayments are to be recovered, in full, from the first available funds payable to the person:

- a. overpayments arising from the normal operation of the pay system, whereby adjustments for absences without pay are made in subsequent pay periods;
- b. overpayments on account of salary, wages or pay and allowances; and
- c. overpayments upon the termination of a person's employment.

3.15.3 Recovery over an extended period

3.15.3.1 The person with the delegated authority may exercise discretion where the full and immediate recovery of large overpayments will impose a financial hardship on a person. In these circumstances, persons with the delegated authority may direct that the recovery of overpayments of salary and allowances or arrears of deductions for rent of government quarters be extended over a number of pay periods at a minimum recovery rate of 10 per cent of the gross salary entitlement per pay period.

3.15.3.2 In exceptional circumstances, persons with the delegated authority may allow for a lower recovery rate than that stated in Subsection 3.15.3.1.

3.15.3.3 A higher recovery rate than that stated in Subsection 3.15.3.1 may be applied at the person's request or where the person with the delegated authority is of the opinion that the person contributed to causing the overpayment.

3.15.4 Recovery over an extended period as a result of the implementation of Phoenix

3.15.4.1 For the purposes of recovery of overpayments resulting from the Phoenix pay system, recovery of overpayments of salary, wages and allowances is to occur over the number of pay periods equivalent to the number of pay periods over which the overpayment occurred.

3.15.4.2 At the request of the employee, recovery can occur over a shorter period of time.

3.15.4.3 Subsection 3.15.3 of this directive related to cases of financial hardship continue to apply.

3.15.4.4 The person with the delegated authority may establish alternate timelines for the recovery of overpayments, as required to facilitate the effective resolution of issues related to Phoenix. Timelines may include a deferral of repayments and may differ on a case-by-case basis.

3.15.5 Other set-off or recovery of debts pursuant to specific authorities

Pursuant to the [Financial Administration Act](#), the set-off of debts owed to the Crown may be deducted from any sum of money owed by the employer to a person or that person's estate. When a delinquent debtor does not opt to make voluntary arrangements to repay a debt, action to recover the debt from wages may be initiated pursuant to a specific statute or regulation that permits set-off or recovery of debts.

3.16 Standard of timeliness

3.16.1 Persons with the delegated authority are to adhere to the following pay timeliness standards:

- a. On initial appointment, or on return to work following leave without pay or any other salary interruption, the salary payment covering the entitlement for the first pay period, should be available by the end of the following pay period and thereafter on the regular payday.

- b. Upon termination of employment, the last salary payment should be available within 20 working days of the struck-off strength effective date.
- c. All changes in pay should be reflected in the second pay period following the one in which the authorized document is received by those responsible for the administration of compensation.

3.17 Emergency salary advance

- 3.17.1 When a regular salary payment is not issued to a person as per Subsection 3.16.1 (a) above, persons with the delegated authority are to ensure that an emergency salary advance is requisitioned immediately. An emergency salary advance is to be issued only for time worked in a pay period and not paid through the normal processing of that pay.
- 3.17.2 A person does not have to request an emergency salary advance. If the person indicates that they do not want the advance when it is offered, Parks Canada is not required to issue one.
- 3.17.3 Emergency salary advances are not to be issued under the following circumstances:
 - a. for allowances or retroactive or extra-duty entitlements;
 - b. to replace missing or delayed direct deposit payments. These are to be handled in accordance with Section 7 of the *Electronic Payments Regulations*; or
 - c. to replace lost, stolen or destroyed cheques after they have been delivered to the person. These are to be handled in accordance with Section 5 of the *Cheque Issue Regulations, 1997*.
- 3.17.4 The amount of the emergency salary advance is to be calculated to the approximate net pay entitlement for the pay period covered and in no case is to exceed two thirds of the person's gross pay entitlement for the period.
- 3.17.5 Emergency salary advances should not be recovered until such a time as a reconciliation of the employee's pay account has been completed and the employee has received full payment for the affected period.
- 3.17.6 Emergency salary advances constitute accountable advances within the meaning of the *Financial Administration Act* and, when necessary, may be recovered from any monies payable to the person concerned or that person's estate.

3.18 Struck-off strength date

- 3.18.1 When the person with the delegated authority accepts, in writing, a person's written resignation to be effective on a specified date, the person ceases to be employed by Parks Canada at the close of business on that specified date.

Part 4 – Casual Workers and Terms of Less Than Three Months

4.19 Casual workers and terms of less than three months

4.19.1 Except as specified in Subsection 4.19.2 below, this directive, including Parts 1, 2, 3, 4 and 5 of the Appendix, and the collective agreement, applies to casual workers and persons appointed for a term of less than three months.

4.19.2 Casual workers and terms of less than three months

4.19.2.1 Vacation leave

Casual workers and persons appointed for a term of less than three months are not entitled to vacation leave with pay. They are to be paid vacation pay equal to 4 per cent of the amount of the pay and compensation for overtime received.

4.19.2.2 Bereavement leave

Casual workers and persons appointed for a term of less than three months are to be granted bereavement leave for a period up to three consecutive calendar days to include the day of the funeral when a member of the immediate family dies. Such leave is to be without pay in the first three months of continuous employment and with pay after the casual worker and person hired for a term of less than three months has completed three months of continuous employment. For the purpose of bereavement leave, immediate family is as defined in the collective agreement or terms and conditions of employment.

4.19.2.3 Sick leave

Casual workers and persons hired for a term of less than three months are to earn sick leave credits as prescribed in the collective agreement. Paid sick leave is not to be granted to casual workers and persons hired for a term of less than three months.

4.19.2.4 Other leave

Except as provided in Subsection 4.19.2.2, casual workers and persons hired for a term of less than three months are not entitled to leave with pay but may be granted other leave without pay at the discretion of the person with the delegated authority for any purpose. Such leave is not to be extended beyond the expiry date of the specified period for which the persons were employed.

4.19.2.5 Compensation for overtime and work on a designated holiday

Overtime and compensation for work on a designated holiday is to be paid in accordance with the collective agreement or terms and conditions of employment, except that casual workers and persons hired for a term of less than three months are not entitled to the provisions set out in the compensatory leave clauses of the collective agreement or terms and conditions of employment.

4.19.2.6 Lay-off

- a. For the purpose of this Appendix, a person's lay-off status is not to be extended beyond the expiry date of the specified period wherein the person was laid off.
- b. Casual workers and persons appointed for a term of less than three months, with at least three months' continuous employment, who are laid off before the end of their term and have not been given two weeks' notice are to receive compensation in lieu of notice. The compensation is to equal two weeks' pay or pay to the end of the specified period, whichever is less. If the person should subsequently be reappointed to Parks Canada before the end of the period for which compensation had been paid, they are to repay that part of the compensation representing the time from the date of reappointment to the end of the original compensable period.

4.19.2.7 Rate of pay

- a. Notwithstanding Subsection 2.1.1 of this Appendix, a person with the delegated authority has the discretion to authorize a rate of pay above the minimum rate when a person on leave without pay from their substantive level is appointed as a casual or term of less than three months. The rate of pay on appointment is not to exceed the rate that would have been struck if the deployment rule had applied.
- b. On appointment as a casual worker or a term of less than three months within one year from the date of being laid off from an indeterminate position, a person appointed to Parks Canada is to continue to receive all pay entitlements provided by the collective agreement, the pay plan or the terms and conditions of employment applicable to the position from which the person was laid off.

4.19.2.8 Acting pay

Acting pay is to be paid to a casual worker or a person appointed for a term of less than three months who is substantially performing the duties of a higher classification level on an acting basis for at least the qualifying period specified in the collective agreement. The rate of pay is to be the rate that is nearest to but not less than the rate of pay the person was receiving immediately before the acting appointment.

4.19.2.9 Injury-on-Duty Leave

Casual workers and persons appointed for a term of less than three months are entitled to injury-on-duty leave as defined in the collective agreement.

4.19.2.10 Other benefits

Subject to any Parks Canada enactment and Subsections 4.19.2.1, 4.19.2.2, 4.19.2.3, 4.19.2.4, 4.19.2.5, 4.19.2.6, 4.19.2.7, 4.19.2.8 and 4.19.2.9, casual workers and persons appointed for a term of less than three months are entitled to the benefits provided for and administered in compliance with the terms and conditions of employment or the collective agreement.

Part 5 - Continuous Employment

5.20 Continuous employment

- 5.20.1 For the purpose of this Appendix, the following periods count as continuous employment:
- a. in respect of a person appointed to Parks Canada on an indeterminate basis or on a term basis for three months or more:
 - i. immediately prior service in Parks Canada or the public service on an indeterminate basis or on a term basis for three months or more;
 - ii. a combination of prior service in Parks Canada and the public service on an indeterminate basis or on a term basis for three months or more;
 - iii. immediately prior service in the Canadian Forces or the Royal Canadian Mounted Police provided that the person was honourably released and has made or makes a valid election to contribute for that service under the [Public Service Superannuation Act](#) (the effective date will be the date the election is completed) provided that these periods of service are not separated by more than three months;
 - iv. service other than as a casual worker or as a term of less than three months in the office of a minister or leader of the opposition in the House of Commons and service in Parks Canada or any portion of the public service immediately prior to such service, provided that the person ceased to be employed in such office because the person holding the position ceased to hold it; and
 - v. immediately prior service in Parks Canada or the public service as a casual worker or as a term of less than three months provided that such service is not separated by more than five working days;
 - b. in respect of a person appointed to Parks Canada on an indeterminate basis or on a term basis for three months or more following lay-off from Parks Canada or the public service:
 - i. all prior continuous employment at the time the person was laid off and all service between the date of initial lay-off and subsequent appointment on an indeterminate basis or on a term basis for three months or more in Parks Canada or the public service;
 - c. in respect of a person appointed to Parks Canada as a casual worker or as a term of less than three months:
 - i. immediately prior service in Parks Canada or the public service as a casual worker or term of less than three months, provided that such service is not separated by more than five working days;
 - ii. immediately prior service in Parks Canada or the public service on an indeterminate basis or on a term basis for three months or more provided that such service is not separated by more than three months; and
 - iii. periods of service that constituted continuous employment for such persons prior to that person's lay-off from Parks Canada or the public service.
- 5.20.2 For the purpose of Subsection 5.20.1 above, any period of service in Parks Canada or the public service prior to a termination for cause does not constitute continuous employment.

5.20.3 When a person was employed before March 13, 1967, in an organization that now forms part of Parks Canada or public service, any period of service that constituted continuous employment will continue to constitute continuous employment, provided that the person was employed in that organization on March 13, 1967, or had terminated or had been laid off from the organization and whose reappointment to Parks Canada or the public service on or after March 13, 1967, would constitute continuous employment.

5.20.4 Vacation leave

When a person, immediately before being appointed to Parks Canada was employed in the public service, the person with the delegated authority may grant vacation leave to them for the number of days equal to the number of days' vacation leave they had earned in the public service but had not been granted before being appointed to Parks Canada. The number of vacation leave days granted may not exceed the maximum carry-over provision set out in the collective agreement.

5.20.5 Sick leave

5.20.5.1 When a person who ceased to be employed in the public service becomes a person subject to this Appendix and their employment in the public service and employment subject to this Appendix constitute continuous employment, they are deemed to have earned sick leave credits on appointment that had been earned but not granted during their period of employment in the public service.

5.20.5.2 When, in the portion of the public service in which a person described in Subsection 5.20.5.1 above was employed:

- a. no provision was made for the earning of sick leave credits; or
- b. no record exists of the amount of sick leave credits earned by that person,

they are deemed to have earned one third of the leave that they would have earned if the employment in the public service had been employment in Parks Canada.

Part 6 - Employees with Multiple Indeterminate Seasonal Appointments with Parks Canada

6.21 Multiple Indeterminate Seasonal Appointments

6.21.1 Purpose

This section establishes the procedures to be applied where an indeterminate seasonal employee holds more than one indeterminate appointment with Parks Canada.

6.21.2 Rate of pay

The promotion transfer rule shall be used to determine the rate of pay for the second or subsequent indeterminate appointment. For additional indeterminate appointments, the promotion transfer rule will be applied to all currently held indeterminate appointments and the employee shall be entitled to the greater calculated rate of pay.

6.21.3 Earned leave credits

6.21.3.1 Vacation, sick leave and compensatory credits are earned in accordance with the collective agreement. Earned leave credits are maintained in separate banks and can only be used when the employee is active in the position in which the credits were earned. At the request of the employee and with the concurrence of management, sick leave credits earned but unused may be transferred from one bank to another.

6.21.3.2 Employees are expected to take all their banked vacation leave in the period and position in which it is earned.

6.21.4 Pay increments

6.21.4.1 Pay increments are governed by the provisions of the collective agreement.

6.21.4.2 The pay increment period is calculated separately for each period of employment, i.e., the periods of employment are not combined to determine the statutory increment period.

6.21.4.3 All periods during which the employee performed the duties of the position, or was on leave of absence with pay from the position, are included in the calculation of the pay increment period.

6.21.5 Cessation of Employment in one or more positions

6.21.5.1 In the event employment terminates in one of the positions, earned but unused vacation and sick leave credits applicable to the position that is ending will be transferred to another active position.

6.21.5.2 If more than one position is ending as the employee has accepted a different position, the rate of pay in the new position is established by applying the promotion/transfer rules from each of the positions that are ending. The rate of pay in the new position will be the rate that provides the greater benefit to the employee. All earned leave credits will transfer to the new position.