

ARTICLE 20
SEVERANCE PAY

20.01 When calculating entitlements under this Article, the weekly rate of pay referred to in this Article shall be the weekly rate of pay to which the employee is entitled for his classification.

Effective July 2, 2011, paragraphs 20.02 (c) and (d) are deleted from the collective agreement.

20.02 Under the following circumstances and subject to clause 20.03 an employee shall receive severance entitlements calculated on the basis of his weekly rate of pay:

- (a) On first lay-off, ~~two (2) weeks' pay~~ for the first complete year of continuous employment, ~~two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus and one (1) week's pay~~ for each additional complete year of continuous employment, and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- (b) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment, and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under (a) above.
- (c) On resignation, subject to paragraph 20.02(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment with a maximum entitlement of thirteen (13) weeks.
- (d) On retirement, when an employee is entitled to an immediate annuity under the *Public Service Superannuation Act* or when the employee is entitled to an immediate annual allowance, under the *Public Service Superannuation Act*, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), with a maximum benefit of thirty (30) weeks.
- (e) If an employee dies, there shall be paid to his estate, one (1) week's pay for each year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, regardless of any other entitlements payable.

- (f) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity or when an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence, pursuant to section 12(1)(d) or (e) of the *Financial Administration Act*, one (1) week of pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.
- (g) On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) week's pay and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).

20.03 The period of continuous employment used in the calculation of severance entitlements payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which he was already granted any type of termination benefit by the public service, a Federal Crown Corporation, the Canadian Forces or the Royal Canadian Mounted Police. Under no circumstances shall the maximum severance pay provided under ~~clause 20.02~~ this article be pyramided.

For greater certainty, payments made pursuant to 20.05 to 20.08 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of 20.03.

20.04 Appointment To A Separate Agency

An employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* shall be paid all severance payments resulting from the application of 20.02 (c) (prior to July 2, 2011) or 20.05 – 20.08 (commencing on July 2, 2011).

20.05 Severance Termination

- (a) Subject to 20.03 above, indeterminate employees on July 2, 2011 shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.
- (b) Subject to 20.03 above, term employees on July 2, 2011 shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

Terms of Payment

20.06 Options

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

- (a) as a single payment at the rate of pay of the employee's substantive position as of July 2, 2011, or
- (b) as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration, or
- (c) as a combination of (a) and (b), pursuant to 20.07 (c).

20.07 Selection of Option

- (a) The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- (c) The employee who opts for the option described in 20.06 (c) must specify the number of complete weeks to be paid out pursuant to 20.06 (a) and the remainder shall be paid out pursuant to 20.06 (b).
- (d) An employee who does not make a selection under 20.07 (b) will be deemed to have chosen option 20.06 (b).

20.08 Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee is appointed into a position in the FS bargaining unit from a position outside the FS bargaining unit where, at the date of appointment, provisions similar to those in 20.02 (c) and (d) are still in force, unless the appointment is only on an acting basis.

- (a) Subject to 20.03 above, on the date an indeterminate employee becomes subject to this Agreement after July 2, 2011, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous

employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.

- (b) Subject to 20.03 above, on the date a term employee becomes subject to this Agreement after July 2, 2011, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (c) An employee entitled to severance termination benefits under paragraph (a) or (b) shall have the same choice of options outlined in 20.06, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.
- (d) An employee who does not make a selection under 20.08 (c) will be deemed to have chosen option 20.06 (b).

ARTICLE 22
VACATION LEAVE

22.03 For the purpose of clauses 22.02 and 22.16 only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the public service within one year following the date of lay-off. For greater certainty, severance termination benefits taken under clauses 20.05 to 20.08, or similar provisions in other collective agreements, do not reduce the calculation of service for employees who have not left the public service.