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

Directive on Terms and Conditions of Employment for Certain Excluded and Unrepresented Groups and Levels

1. Effective date

- 1.1 This directive takes effect on April 1, 2020.
- 1.2 This directive replaces the *Directive on Terms and Conditions of Employment for Certain Excluded/Unrepresented Employees* dated April 1, 2009.

2. Authorities

- 2.1 This directive is issued pursuant to the authorities indicated in section 2 of the *Policy on People Management*.

3. Objectives and expected results

- 3.1 The objective of this directive is to ensure accurate, consistent, effective and equitable administration of the terms and conditions of employment for persons in certain excluded or unrepresented groups and levels.
- 3.2 The expected results of this directive are as follows:
 - 3.2.1 Persons employed in certain excluded or unrepresented groups and levels receive appropriate monetary and non-monetary compensation; and

3.2.2 The terms and conditions of employment are applied in a timely, transparent, consistent and equitable manner.

3.3 Where there is conflict or incompatibility between a provision of the relevant collective agreement and this directive or another policy instrument of the Treasury Board specifying terms and conditions of employment, the provisions of this directive take precedence.

4. Requirements

4.1 The head of human resources is responsible for ensuring that employees receive accurate, consistent and timely administration of their terms and conditions of employment.

4.2 Managers are responsible for the following:

4.2.1 Providing employees with information on the terms and conditions of their employment, which are contained in this directive, in collective agreements, and in other Treasury Board policy instruments; and

4.2.2 Administering the terms and conditions of employment, which are contained in this directive, in collective agreements, and in other Treasury Board policy instruments.

5. Roles of other government organizations

5.1 The roles of other government organizations in relation to this directive are described in section 5 of the *Policy on People Management*.

6. Application

6.1 This directive applies to persons and organizations described in section 6 of the *Policy on People Management*.

7. References

7.1 Legislation

- *Federal Public Sector Labour Relations Act*
- *Financial Administration Act*
- *Public Service Employment Act*

8. Enquiries

- 8.1 For interpretation of any aspect of this directive, contact your departmental corporate labour relations or compensation officials. If necessary, departmental corporate labour relations or compensation officials may contact:

Compensation and Collective Bargaining Management

Employment Conditions and Labour Relations

Office of the Chief Human Resources Officer

Treasury Board of Canada Secretariat

Email: Interpretations@tbs-sct.gc.ca

Appendix A: Terms and Conditions of Employment for Certain Excluded and Unrepresented Groups and Levels – Group I

A.1 Group I

- A.1.1 Group I consists of certain employees who occupy positions in the following job groups and levels.

Job group	Level
Computer Systems	CS-05
Scientific Regulation – Patent Examination	SG-PAT-08
University Teaching	UT-03, UT-04

A.2 Hours of work

A.2.1 The standard hours of work for Group I employees are normally 7.5 hours per day, 37.5 hours per week, but the nature of the work requires flexibility in arrival and departure times.

A.3 Compensation related to hours of work

A.3.1 Group I employees are not entitled to payment for overtime, call-back, standby duty, travel time, or to reporting pay, shift premiums or any other form of compensation that is dependent on a person completing a specified number of hours in a normal workweek.

A.4 Management leave

A.4.1 Group I employees who are required by management to work excessive hours, or who are required to work or travel on a day of rest or on a holiday, may be granted management leave by the responsible manager as considered appropriate.

A.5 Advance of sick leave credits

A.5.1 When a Group I employee does not have sufficient sick leave credits to cover a period of illness or injury, the responsible manager may advance up to 13 weeks of sick leave credits. Any advanced leave credits will be deducted from any sick leave credits that the employee subsequently earns.

Appendix B: Terms and Conditions of Employment for Certain Excluded and Unrepresented Groups and Levels – Group II

B.1 Group II

B.1.1 Group II consists of certain employees in positions in the following job groups and levels.

Job group	Level
Administrative Services	AS-07, AS-08

Job group	Level
Financial Management	FI-04
Information Services	IS-06
Personnel Administration	PE-06
Purchasing and Supply	PG-06
Program Administration - Mediation Conciliation Sub-Group	PM-MCO - Sectors 1, 2, 3, 4
Translation	TR-04, TR-05
Welfare Programs	WP-07

B.2 Hours of work

B.2.1 The standard hours of work for Group II employees are normally 7.5 hours per day, 37.5 hours per week, but the nature of the work requires flexibility in arrival and departure times.

B.3 Compensation related to hours of work

B.3.1 Group II employees are not entitled to payment for overtime, call-back, standby duty, travel time, or to reporting pay, shift premiums or any other form of compensation that is dependent on a person completing a specified number of hours in a normal workweek.

B.4 Management leave

B.4.1 Group II employees who are required by management to work excessive hours, or who are required to work or travel on a day of rest or on a holiday, may be granted management leave by the responsible manager as considered appropriate.

B.5 Advance of sick leave credits

B.5.1 When a Group II employee does not have sufficient sick leave credits to cover a period of illness or injury, the responsible manager may advance up to 13 weeks of sick leave credits. Any advanced leave credits will be

deducted from any sick leave credits that the employee subsequently earns.

B.6 Performance pay

B.6.1 Group II employees are eligible for performance pay pursuant to the *Directive on Performance Pay Administration for Certain Senior Excluded and Unrepresented Groups and Levels*.

B.7 Description of salary sectors for Mediation/Conciliation Officer Sub-Group

B.7.1 First sector Employees whose salaries are positioned in this sector are capable of and undertake assignments which are of limited socio-economic impact. These assignments require a good knowledge of labour relations, labour law and associated legislation, familiarity with recent developments in the areas of labour economics and industrial relations, well-developed communication and interpersonal skills, and experience with the Canadian collective bargaining process.

B.7.2 Second sector Employees whose salaries are positioned in this sector are capable of and undertake assignments which are typically of greater socio-economic impact. These assignments require a thorough knowledge of labour relations, labour law and associated legislation, a good knowledge of recent developments in the areas of labour economics and industrial relations, considerable experience in the application of conciliation techniques and practices, and demonstrated achievements in the development and presentation of new concepts and initiatives in mediation and conciliation.

B.7.3 Third sector Employees whose salaries are positioned in this sector are capable of and undertake assignments which are of serious socio-economic impact. These assignments require advanced knowledge of conciliation techniques and practices; a thorough knowledge of the entire labour relations field and a comprehensive knowledge of recent developments in the areas of labour economics and industrial relations, and the ability to develop and use innovative techniques to fit particularly

complex situations. Additionally, incumbents may be required to possess extensive knowledge of a specific industrial sector.

- B.7.4 Fourth Sector Employees whose salaries are positioned in this sector are accountable for supervising a Federal Mediation and Conciliation Service field office and for directly providing or supervising the provision of a wide range of third-party conciliation and mediation services aimed at preventing or resolving collective bargaining and other industrial relations disputes. They undertake assignments that have national implications and the potential for severe socio-economic impact. They provide advanced preventative mediation assistance and training and lead work groups providing such assistance and training. They must be capable of providing objective, expert advice on the prevention and resolution of collective bargaining disputes, the improvement of labour-management relationships and the administration of the Labour-Management Partnerships Program (LMPP). They must have an extensive knowledge of labour relations theory and practice, labour law and industrial relations, the legal and economic regimes affecting collective bargaining, the Canadian industrial relations community and collective bargaining practices, the ability to develop and apply innovative dispute prevention and dispute resolution techniques in highly complex bargaining situations and an established reputation and credibility as a dispute resolution professional.

Appendix C: Terms and Conditions of Employment for Certain Excluded and Unrepresented Groups and Levels – Group III

C.1 Group III

- C.1.1 Group III consists of certain employees in positions in the following job groups and levels.

Job group	Level
Medicine	MD-MOF-04, MD-MOF-05, MD-MSP-03

C.2 Hours of work

C.2.1 The standard hours of work for Group III employees are normally 7.5 hours per day, 37.5 hours per week, but the nature of the work requires flexibility in arrival and departure times.

C.3 Compensation related to hours of work

C.3.1 Group III employees are not entitled to payment for overtime, call-back, standby duty, travel time, or to reporting pay, shift premiums or any other form of compensation that is dependent on a person completing a specified number of hours in a normal workweek.

C.4 Management leave

C.4.1 Group III employees who are required by management to work excessive hours, or to work or travel on a day of rest or on a holiday, may be granted management leave by the responsible manager as considered appropriate.

C.5 Advance of sick leave credits

C.5.1 When a Group III employee does not have sufficient sick leave credits to cover a period of illness or injury, the responsible manager may advance up to 130 working days of sick leave credits. Any advanced leave credits will not be recovered from sick leave credits that the employee subsequently earns.

C.5.2 No employee may be granted sick leave during a period when he or she is on leave without pay or is under suspension.

C.6 Vacation leave

C.6.1 For each calendar month in which a Group III employee has earned at least 10 days' pay, the employee earns:

C.6.1.1 One and two thirds (1 2/3) days per month (4 weeks per year) of vacation leave credits on appointment to one, or a

combination, of the specified group and levels

C.6.1.2 Two and one-twelfth ($2 \frac{1}{12}$) days per month (5 weeks per year) of vacation leave credits beginning the month of the earliest attainment of:

C.6.1.2.1 10 years of service in one, or a combination of the specified group and levels;

C.6.1.2.2 15 years of service of which five or more are in one, or a combination of the specified group and levels.

C.6.2 For those Group III employees who have not attained five years of service in one, or a combination. of the specified group and levels:

C.6.2.1 One and five-sixths ($1 \frac{5}{6}$) days per month (4.4 weeks per year) of vacation leave credits, starting in the month of the employee's fifteenth (15th) anniversary of service,

C.6.2.2 One and eleven-twelfths ($1 \frac{11}{12}$) days per month (4.6 weeks per year) of vacation leave credits, starting in the month of the employee's seventeenth (17th) anniversary of service;

C.6.2.3 Two and one-twelfth ($2 \frac{1}{12}$) days per month (5 weeks per year) of vacation leave credits, starting in the month of the employee's eighteenth (18th) anniversary of service;

C.6.2.4 Two and one-quarter ($2 \frac{1}{4}$) days per month (5.4 weeks per year) of vacation leave credits, starting in the month of the employee's twenty-fifth (25th) anniversary of service;

C.6.2.5 Two and one-half ($2 \frac{1}{2}$) days per month (6 weeks per year) of vacation leave credits, starting in the month of the employee's twenty-eighth (28th) anniversary of service.

C.6.3 For this section, "service" means continuous and discontinuous employment with any organization that is subject to the Financial Administration Act or with any organization for which the individual was a

contributor under the *Public Service Superannuation Act*, the *Canadian Forces Superannuation Act* or the *Royal Canadian Mounted Police Superannuation Act*.

C.6.4 Exceptions:

- C.6.4.1 Employees who were appointed to one of the specified group and levels from another group in the core public administration on or after April 1, 2004, and who had previously earned vacation leave credits at a rate greater than one and two-thirds (1 2/3) days per month (4 weeks per year) will continue to earn vacation leave credits at the rate of entitlement on the day prior to appointment, until they qualify to earn the next level of entitlement under the executive provisions;
- C.6.4.2 Employees appointed to one of the specified group and levels from outside the core public administration, who are included in the definition of service, as defined in C.6.3, and who were entitled to vacation leave credits greater than one and two-thirds (1 2/3) days per month (4 weeks per year) while employed outside the core public administration, are entitled to keep earning their vacation leave credits at the same rate as prior to being appointed to one of the specified group and levels, provided that the vacation entitlement rate does not exceed two and one-half (2 1/2) days per month (6 weeks per year);
- C.6.4.3 Employees appointed to one of the specified group and levels from outside the core public administration to whom the definition of service does not apply, as defined in C.6.3, and who were entitled to vacation leave credits greater than one and two-thirds (1 2/3) days per month (4 weeks per year) while employed outside the core public administration, are eligible, at the discretion of the deputy head, to keep earning their

vacation leave credits at the same rate as prior to being appointed to the executive position, provided that:

C.6.4.3.1 The employee demonstrates that their vacation entitlement was greater than one and two-thirds (1 2/3) days per month (4 weeks per year) while employed outside the core public administration, and

C.6.4.3.2 The vacation entitlement rate does not exceed two and one-half (2 1/2) days per month (6 weeks per year).

C.7 Performance pay

C.7.1 Group III employees are eligible for performance pay pursuant to the Directive on Terms and Conditions of Employment for Executives.

Appendix D: Terms and Conditions of Employment for Certain Excluded and Unrepresented Groups and Levels - Group IV

D.1 Group IV

D.1.1 Group IV consists of certain employees who occupy the following job groups and levels.

Job group	Level
Police Operations Support	PO-IMA-01, PO-IMA-02, PO-IMA-03, PO-TCO-01, PO-TCO-02, PO-TCO-03, PO-TCO-04

D.2 Hours of work

D.2.1 For employees working on a regular and non-rotating basis:

D.2.1.1 Hours of work will be scheduled so that employees work 7.5 hours per day and 5 days per week, for a total of 37.5 hours

per week;

- D.2.1.2 Hours of work may be scheduled in such a way that an employee completes the weekly hours over a period other than 5 days provided that the employee works an average of 37.5 hours per week over a period of 28 calendar days;
 - D.2.1.3 In every 28-day period, such an employee will be granted days of rest on days that are not scheduled as normal workdays for that employee;
 - D.2.1.4 Attendance reporting will be determined in consultation between the employee and the responsible manager;
 - D.2.1.5 Notwithstanding anything to the contrary, the implementation of any variation in hours will not result in any additional overtime work or any additional payment by reason only of such variation, nor will it be deemed to prohibit the right of the employer to schedule any hours of work permitted otherwise.
- D.2.2 For employees working on an irregular and rotating basis:
- D.2.2.1 Hours of work will be scheduled so that employees:
 - a. work an average of 37.5 hours per week and an average of 5 days per week,
 - b. work an average of 7.5 hours per day,
 - c. can average their hours over a period not exceeding 126 days;
 - D.2.2.2 The employer will make an effort to schedule a meal break of 0.5 hours during each full shift, which will not constitute part of the work period;
 - D.2.2.3 When an employee's scheduled shift starts on one day and ends on another, the shift is considered to have been entirely worked:

- a. On the day it started, when 1/2 or more of the hours worked fall on that day, or
- b. On the day it ends, when more than 1/2 of the hours worked fall on that day;

D.2.2.4 An employee's first day of rest starts immediately after midnight of the calendar day on which the employee worked or is considered to have worked his or her last scheduled shift;

D.2.2.5 The employee's second day of rest starts immediately after midnight of the employee's first day of rest or, if the days of rest are separated by a designated paid holiday, immediately after midnight of that designated paid holiday;

D.2.2.6 The employer will make an effort to do the following:

- a. Avoid scheduling the start of an employee's shift within 8 hours of the completion of the employee's previous shift,
- b. Avoid excessive fluctuations in hours of work,
- c. Consider the wishes of the employees concerned in the arrangement of shifts within a shift schedule,
- d. Arrange shifts over a period not exceeding 56 days,
- e. Post each schedule at least 14 days before the start of the schedule, and
- f. Grant employees at least 2 consecutive days of rest;

D.2.2.7 It may be operationally advantageous to implement work schedules for employees that differ from what is specified in this appendix. When employees are scheduled in a manner that differs from what is specified, the employer will consult with the employees affected;

- D.2.2.8 If an employee receives less than 48 hours' notice of a change in his or her shift schedule, the employee will be paid at 1.5 times his or her normal rate of pay for the first shift changed; and
- D.2.2.9 Subsequent shifts worked on the new schedule will be paid at straight time. The employee will retain his or her previously scheduled days of rest following the change. If the employee worked on those days of rest, he or she will be compensated in accordance with the relevant collective agreement.

Appendix E: Terms and Conditions of Employment for Certain Excluded and Unrepresented Groups and Levels – Group V

E.1 Group V

- E.1.1 Group V consists of certain employees who occupy the following job group and level.

Job group	Level
Correctional Services	CX-04

E.2 Hours of work

- E.2.1 All matters related to the scheduling of Group V employees will be handled in a manner consistent with the scheduling of employees at other CX levels.
- E.2.2 Normal hours of work for Group V employees are to be established in a manner that ensures that the average weekly hours and days are consistent with all other CX levels.
- E.2.3 With the exception of E.2.1 and E.2.2 above, Appendix K of the Correctional Services collective agreement does not apply to this group.

Appendix F: Definitions

Definitions to be used in the interpretation of this directive can be found in this appendix and Appendix D of the *Policy on People Management* and in the *Directive on Terms and Conditions of Employment*.

excluded employee (employé exclu)

Is 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.

unrepresented group (groupe non représenté)

Is an occupational group or sub-group that is not represented by a bargaining agent.

unrepresented employee (employé non représenté)

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

manager (gestionnaire)

For purposes of the Directive on Terms and Conditions of Employment for Unrepresented and Excluded Employees, the term "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.

management leave (congé de direction)

Is a leave with pay granted by the deputy head to compensate an employee who is exempt from overtime payment but is required by management to work excessive hours or work/travel on a day of rest or on a holiday.

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