



CANADA'S REPRESENTATIVE

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Request for Proposals (RFP)

Performance of the Work described in
the Statement of Work of the Draft
Contract

TITLE Professional Services for Compensation Data on Private Sector Organizations	
SOLICITATION NUMBER 19-154117-HLDS-DK	DATE June 4, 2019
<p>PROPOSAL DELIVERY</p> <p>In order for the proposal to be valid and accepted, it must be received no later than 14:00 EDT (Eastern Daylight Time) on July 15, 2019 (as per Ottawa, Ontario) referred to as the "Closing Date".</p> <p>Only electronic copies will be accepted and received at the following e-mail address:</p> <p>internationalproposals@international.gc.ca</p> <p>Solicitation #:19-154117-HLDS-DK</p>	
<p>Offer to: Foreign Affairs, Trade and Development Canada</p> <p>We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services and construction listed herein and on any attached sheets at the price(s) set out therefor.</p> <p>Name and title of person authorized to sign on behalf of the supplier:</p> <p>_____</p> <p>_____</p> <p>Signature Date</p>	



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PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

The bid solicitation is divided into five (5) parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection; and
- Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

Attachment 1 to Part 3 includes the Certifications.

The Annexes include the Statement of Work (Annex A), Basis of Payment (Annex B), Security Requirements Check List (Annex C), Locally Engaged Staff Terms & Conditions Regulations (Annex D), and Locally Engaged Staff Employment Regulations (Annex E).

1.2 SUMMARY

- 1.2.1** The purpose of this RFP is to select a supplier to enter into a contract with the Department of Foreign Affairs, Trade and Development (DFATD) to provide the professional services for obtaining compensation data on private sector organizations as described in the Statement of Work (Annex A).
- 1.2.2** The Work is to be performed from the contract award date (tentatively set for **September 1, 2019** for a period of three (3) years. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date. There is also the potential of three (3) additional one (1) year irrevocable option periods under the same terms and conditions.
- 1.2.5** The requirement may be subject to the provisions of the:
 - a) World Trade Organization Agreement on Government Procurement (WTO-AGP)
 - b) North American Free Trade Agreement (NAFTA)
 - c) Canada-European Union Comprehensive Economic and Trade Agreement (CETA)
 - d) Canadian Free Trade Agreement (CFTA)
 - e) Canada - Chile Free Trade Agreement (CCFTA)
 - f) Canada - Columbia Free Trade Agreement
 - g) Canada - Korea Free Trade Agreement
 - h) Canada - Honduras Free Trade Agreement
 - i) Canada - Panama Free Trade Agreement
 - j) Canada - Peru Free Trade Agreement (CPFTA)
 - k) Canada - Ukraine free Trade Agreement (CUFTA)
 - l) Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)



1.3 CONTRACT DOCUMENTS

The Draft Contract and the Statement of Work which the selected Bidder will be expected to execute are included with this Request for Proposal (RFP) at Part 5, and Annex A, respectively.

1.4 INTERPRETATION

In this document, unless the context otherwise requires:

"Applicable Tax" means any tax applicable in the jurisdiction of the Work.

"Bid" or "proposal" is an offer to provide services or supply goods as a result of a solicitation. .

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

"Canada", "Crown", "Her Majesty", the "Minister" or the "Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Foreign Affairs and any other person duly authorized to act on behalf of that minister;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.



PART 2 - BIDDER INSTRUCTIONS

2.1 LANGUAGE OF PROPOSAL

Proposal documents and supporting information must be submitted in either English or French.

2.2 REFERENCE CLAUSES

2.2.1 Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

2.2.2 This procurement document contains references to specific standard instructions, general conditions and clauses found in the SACC Manual which will apply to this particular requirement. Reference clauses are those clauses and conditions that bidders and suppliers must refer to in the government Standard Acquisition Clauses and Conditions (SACC) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) to obtain the full text. Clause references will include the clause ID number, its effective date and its title (e.g. ID B1204C (2011-05-16)).

In cases where the reference clause(s) has been modified or deleted to suit this procurement, such change(s) have been identified in this document.

NOTE: It is strongly recommended that bidders visit the above site to better understand these clauses and conditions.

2.3 STANDARD INSTRUCTIONS

2.3.1 The [2003](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23) (2018-05-22) Standard Instructions - *Goods or Services - Competitive Requirements* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23>), are incorporated by reference into and form part of the bid solicitation.

2.3.2 Except in the case of “PWGSC’s Integrity Database”, where referred to, the words “Public Works and Government Services Canada” or “PWGSC” are to be substituted to read “**Foreign Affairs, Trade and Development Canada**” or “**DFATD**”; **all references to facsimile number of “819-997-9776” are deleted**; all references to “**Canada Post epost Connect service**” are deleted; and the words “Contracting Authority” are to be substituted to read “**Canada’s Representative**”.

2.3.3 Subsection 05 (2018-05-22) Submission of Bids, paragraph 4 is amended as follows:
Delete: sixty (60)
Insert: one hundred and twenty (120)

2.3.4 Subsection 06 (2018-05-22) Late Bids

This subsection is deleted in its entirety and is hereby replaced by the following:

Bids received after the stipulated bid closing date and time will be:

- returned to the Bidder in the case where hard copies were requested; or
- deleted / destroyed where soft copies were requested,

unless they qualify under the provisions of the Delayed Proposals clause stipulated in paragraph 2.3.5

2.3.5 Subsection 07 (2018-05-22) Delayed Bids

This subsection is deleted in its entirety and is hereby replaced by the following:

A proposal (bid) received after the closing date and time, but before the contract award date may be considered, provided the delay can be proven by the Bidder to have been due solely to a delay in delivery that can be attributed to incorrect handling by Canada, after the proposal (bid) has been received at the location stipulated on page one (1).



2.3.6 **Subsection 08 (2018-05-22) Transmission by Facsimile or by epost connect**

This subsection is deleted in its entirety and does not form part of the RFP. Canada does not accept receipt of bid by means of a facsimile or by epost Connect service.

2.4 **SUBMISSION OF PROPOSALS**

2.4.1 In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process **Policy on Green Procurement** (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>).

2.4.2 Proposals must be received by DFATD at the electronic address identified and by the date and time on page 1 of the solicitation. Proposals must NOT be sent directly to Canada's Representative. Canada will not be responsible for proposals delivered to a different address. Proposals sent directly to Canada's Representative may not be considered.

The e-mail address indicated on page one (1) of the solicitation is for the purpose of proposal submission and enquiries concerning that solicitation. No other communications are to be forwarded to this address.

2.4.3 Attachments should be in a Portable Document Format (.pdf) software application or Microsoft Office version 2003 or greater.

Bidders should follow the specifications format instructions described below, during the preparation of their bid:

- Minimum type face of 10 points.
- All material should be formatted to print on 8.5" x 11" or A4 paper.
- For clarity and comparative evaluation, the Bidder should respond using the same subject headings and numbering structure as in this RFP document.

More than one e-mail can be sent if necessary (if the same file is sent twice, the latest file received will be used for evaluation purposes and the previous one(s) will not be opened).

Canada will take no responsibility if a proposal is not received on time because the e-mail was refused by a server for the following reasons:

- The size of attachments exceeds 10 MB;
- The e-mail was rejected or put in quarantine because it contains executable code (including macros);
- The e-mail was rejected or put in quarantine because it contains files that are not accepted by our server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.

Links to an online storage service (such as Google Drive™, Dropbox™, etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, **will not** be accepted. All documents submitted must be attached to the e-mail.

It is strongly recommended that Bidders confirm with Canada's Representative that their complete proposal was received. For this same reason, it is recommended that in cases where more than one (1) e-mail containing documents comprising the quote is submitted, the emails be numbered and the total number of emails sent in response to the solicitation also be identified.

2.4.4 Canada requires that each proposal, at closing date and time or upon request from Canada's Representative, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, Canada's Representative may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of Canada's Representative and to provide the signature(s) within the time frame provided may render the bid non-responsive. If a proposal is submitted by a joint venture, it must be in



accordance with section 17 Joint Venture, of 2003 (2018-05-22) *Standard Instructions - Goods or Services - Competitive Requirements*.

- 2.4.5** It is the Bidder's responsibility to:
- a. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
 - b. prepare its proposal in accordance with the instructions contained in the RFP;
 - c. submit by closing date and time a complete proposal;
 - d. send its bid only to the address specified on page 1 of the bid solicitation;
 - e. ensure that the Bidder's name, and the RFP number are clearly visible on the attachment(s) containing the proposal; and,
 - f. provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.
- 2.4.6** Proposals received on or before the stipulated RFP closing date and time will become the property of Canada. All proposals will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.
- 2.4.7** Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- 2.4.8** A proposal cannot be assigned or transferred in whole or in part.

2.5 COMMUNICATIONS, ENQUIRIES, SUGGESTED IMPROVEMENTS

- 2.6.1** All enquiries and suggested improvements must be submitted in writing only to Canada's Representative, identified on page 1 of the solicitation, no later than seven (7) days before the bid closing date. Enquiries and suggestions received after that time may not be answered.
- 2.5.2** Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.
- 2.5.3** Should any Bidder consider that the specifications or Statement of Work contained in this RFP and Draft Contract can be improved technically or technologically, the Bidder is invited to make suggestions in writing. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration. Canada reserves the right to accept or reject any or all suggestions.

2.6 APPLICABLE LAWS

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.



Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.7 ENTIRE REQUIREMENT

The RFP documents contain all the requirements relating to the RFP. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

2.8 DEBRIEFINGS

Bidders may request a debriefing on the results of the RFP process, within 15 working days upon notification of the process results. The debriefing may be in writing, by telephone or in person.

2.9 CHALLENGES

The Canadian International Trade Tribunal (CITT) was established by the Government of Canada to provide a challenge mechanism for suppliers to raise complaints regarding the solicitation or evaluation of bids, or in the awarding of contracts on a designated procurement, in accordance with applicable Trade Agreements. You may raise concerns regarding the solicitation, evaluation or the resulting award, with the DFATD representative in a first attempt to address the concern or if not satisfied, with the CITT by contacting them toll free by telephone at 855-307-2488, or by visiting their website at <http://www.citt.gc.ca/>.

2.10 NO PROMOTION OF BIDDERS INTEREST

Bidders will not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this project.

2.11 LEGAL CAPACITY

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by Canada's Representative, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Bidders submitting a proposal as a joint venture.

2.12 INCAPACITY TO CONTRACT WITH GOVERNMENT

By submitting a proposal, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates has ever been convicted of an offence under any of the following provisions. Canada may reject a proposal where the Bidder, including the Bidder's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:

- a. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#), or
- b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#) of Canada, or
- c. section 462.31 (*Laundering proceeds of crime*) or
- d. sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#) of Canada, or section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the [Competition Act](#), or
- e. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
- f. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or



- g. section 3 (*Bribing a foreign public official*) of the [Corruption of Foreign Public Officials Act](#),
or
- h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7
(*Production of substance*) of the [Controlled Drugs and Substance Act](#), or
- i. any provision under any law other than Canadian law having a similar effect to the above-
listed provisions.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 PROPOSAL PREPARATION INSTRUCTIONS

Canada requests that Bidders provide their bid in separate PDF files or Microsoft office version 2003 as follows:

Section I: Technical Proposal
Section II: Financial Proposal
Section III: Certifications

Please note: bids may be modified or resubmitted only **before** the solicitation closing date, and must be done in writing. This includes electronically transmitted responses. The latest bid received will supersede any previously received bids.

3.2 TECHNICAL PROPOSAL INSTRUCTIONS

Section I: to be labeled “**Technical Proposal**”;

This section should not exceed 60 pages. Material exceeding the 60 page maximum may not be considered. Copies of required Certificates and Licences, and Title pages are not included in the 60 page limit.

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.3 FINANCIAL PROPOSAL INSTRUCTIONS

Section II: to be labeled “**Financial Proposal**”;

Bidders must submit their Financial Proposal in accordance with section II. The Financial Proposal must be submitted as per the Excel document entitled “**19-154117-HLDS-DK - Barème de Prix - Pricing Schedule**” attached with the RFP. Prices must appear in **column D only** and must not be indicated in any other section of the proposal. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration. Financial Proposals will only be opened after the evaluation of the Technical Proposal is completed and only if the bid is considered responsive as per 4.2 Basis of Selection.

3.4 FIRM PRICE

3.4.1 Bidders must quote an all-inclusive Firm Price per report in CAD on the attached Excel document entitled “**19-154117-HLDS-DK - Barème de Prix - Pricing Schedule**.” The Firm Price must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Bidder’s Proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements.



- 3.4.2 All prices quoted will be held flat for all three (3) years of the contract. If Canada exercises the option period, then the quoted prices may be subject to minor increases upon approval from the Contracting Authority.
- 3.4.3 All payments will be made according to the terms of payment set out in the Draft Contract.
- 3.4.4 The Contractor will not be reimbursed for travel and living expenses incurred in the performance of the Work.

3.5 CERTIFICATIONS

Section III: to be labeled "**Certifications**";

Bidders must submit the certifications required under Attachment 1 to Part 3.



ATTACHMENT 1 TO PART 3 – CERTIFICATIONS

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

Canada's Representative will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Canada's Representative will render the bid non-responsive or constitute a default under the Contract.

A1. CERTIFICATIONS REQUIRED WITH THE BID

Bidders must submit the following duly completed certifications as part of their bid.

A1.1. INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

A2. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, Canada's Representative will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

A2.1. INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

A2.2. Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.



Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide Canada's Representative with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide Canada's Representative with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

A2.3. STATUS AND AVAILABILITY OF RESOURCES

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with equal or higher qualifications and experience. The Bidder must advise Canada's Representative of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from Canada's Representative, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

A2.4. EDUCATION AND EXPERIENCE

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

A2.5. FORMER PUBLIC SERVANT

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

DEFINITIONS

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;



- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

FORMER PUBLIC SERVANT IN RECEIPT OF A PENSION

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

WORK FORCE ADJUSTMENT DIRECTIVE

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

A2.6. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid



evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

CERTIFICATION STATEMENT

By completing, signing and submitting this attachment, the Bidder certifies that the information submitted by the Bidder in response to Attachment 1 to Part 3 is accurate and complete.

Name & Signature of Authorized Individual

Date



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION AND SELECTION

- 4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- 4.1.2 An evaluation team composed of representatives of Canada will evaluate the bids.
- 4.1.3 If the Bidder is deemed to be non-responsive / non-compliant *at any time during the below two (2) stages of evaluation, the technical stage or the financial stage*, the bid will be set aside and given no further consideration.

4.2 TECHNICAL EVALUATION

Mandatory and point-rated technical evaluation criteria are included below.

4.3 BASIS OF SELECTION – LOWEST PRICE PER POINT ([A0035T](#))

- 4.3.1 To be declared responsive, a bid must:
 - a. Comply with all the requirements of the bid solicitation;
 - b. Meet all mandatory technical evaluation criteria; and
 - c. Obtain the required minimum of 110 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 182 points.
- 4.3.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive / non-compliant. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.
- 4.3.3 The lowest evaluated price per point will be determined by dividing the proposed total price of the initial contract by the total technical score, to establish the lowest evaluated price per point.
- 4.3.4 Bidders must provide pricing for a minimum 75% of the locations. Since not all bid responses will cover the same countries, pricing will be evaluated against other bidders quotes only. The prices provided in the table below are randomly generated numbers, for example purposes only.

THE FOLLOWING TABLE IS FOR ILLUSTRATIVE PURPOSES ONLY

Number	Countries	Price Per Report (CAD)			Quotes Included
		Vendor A	Vendor B	Vendor C	
1	Afghanistan	\$ 3,351	\$ 6,696	\$ 7,901	x
2	Algeria	\$ 7,176	\$ 6,739	\$ 3,071	x
3	Argentina	No Quote	\$ 3,766	\$ 7,968	n/a
4	Australia	\$ 3,750	\$ 3,332	\$ 5,388	x
5	Austria	\$ 4,362	\$ 4,953	\$ 3,908	x
6	Bangladesh	\$ 3,123	No Quote	\$ 7,746	n/a
7	Barbados	\$ 4,999	\$ 3,632	\$ 5,278	x
8	Belgium	\$ 3,158	\$ 7,024	\$ 4,227	x
9	Benin	\$ 3,849	No Quote	\$ 5,145	n/a
10	Bolivia	\$ 3,774	\$ 4,877	\$ 6,778	x
Total Price		\$ 30,570	\$ 37,253	\$ 36,551	
Number of Points (110 minimum, 182 maximum)		165	110	140	
Price Per Point		\$ 185	\$ 339	\$ 261	

In the example above the lowest price per point is \$185, therefore Vendor A is the winning vendor



TECHNICAL EVALUATION CRITERIA

1.0 Mandatory Technical Criteria

The proposal must meet the following mandatory technical criteria. The Bidder must provide the necessary documentation to demonstrate compliance with this requirement.

Proposals that do not meet the mandatory technical criteria will be considered non-responsive. Each mandatory technical criterion must be treated separately.

N°	Mandatory Technical Criteria	PASS or FAIL
Mandatory #1	Bidders must be able to supply market data for a minimum 75% of the countries (84 out of 112) listed in the Annex A - Statement of Work, section 17.	
Mandatory #2	<p>Bidders must submit seven (7) salary compensation reports. Among the seven reports, ONE (1) report must have regional market differential. The reports must be from countries outlined and listed in Annex A - Statement of Work, section 17. Any report that is submitted other than for those countries listed in the Statement of Work will not be evaluated/included under the required reports.</p> <p>Reports submitted to departments within the Government of Canada other than DFATD will be accepted providing the reports were done on private sector organizations and not on the Government of Canada itself.</p>	



2.0 Point-Rated Technical Criteria

Each point rated technical criterion should be addressed separately.

	POINT RATED CRITERIA	POINTS
Point Rated #1	Bidder must be able to supply market data for a minimum 75% of the countries (84 out of 112) listed in the Annex A - Statement of Work, section 17.	1 point per country Minimum: 84 points Maximum: 112 points
Point Rated #2	<p>In the seven (7) reports submitted for Mandatory #2, each of the Bidder's reports should include the following ten (10) items;</p> <ul style="list-style-type: none"> 1 - Base salary plus the annualized value of guaranteed allowances including amount of allowances 2- Market percentiles (P25, P50 (median) P75 results) 3 – Job data / job family 4- Taxation / tax summary 5- Statutory requirements 6 - Employer practices 7- Market trends on payment on hard currency 8- minimum wages - effective date 9- regional/city market differential within some countries 10- list of participant organizations <p>Reports submitted to departments within the Government of Canada other than DFATD will be accepted providing the reports were done on private sector organizations and not on the Government of Canada itself.</p>	<p>1 point per item PER report</p> <p>Maximum: 70 Points</p>
	TOTAL	Minimum Points = 110 Maximum Points = 182



PART 5 - RESULTING CONTRACT CLAUSES

5.1 DEFINITIONS

In the Contract, unless the context otherwise requires:

"Applicable Tax" means any tax applicable in the jurisdiction of the Work;

"Bid" means proposal, and the terms can be used interchangeably in this document.

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

"Canada", "Crown, "Her Majesty", the "Minister" or the "Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Foreign Affairs and any other person duly authorized to act on behalf of that minister;

"Canada's Representative" means the person designated to act as Canada's agent and representative for the purposes of this Contract;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Days" means continuous calendar days, including weekends and statutory holidays;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Signature" means either signed on paper, whether the original or an electronic copy of the signed paper is sent to the Contractor; and

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

5.2 PRIORITY OF DOCUMENTS

The Parties agree to be bound by the following documents:

1. Articles of Agreement;
2. General Conditions 2035 (2018-06-21)
3. Statement of Work (Annex A);
4. Basis of Payment (Annex B);
5. Security Requirements Check List (Annex C);



6. LES Terms & Conditions Regulations (Annex D);
7. LES Employment Regulations (Annex E);
8. The Contractor's bid dated _____, **(inserted at Contract award)**

In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.

5.3 AUTHORITIES AND COMMUNICATION

5.3.1 Canada's Representative

Canada's Representative for this Contract is: *(inserted at Contract award)*

Name: Dan Kingsbury
Title: Contracting Specialist
Department of Foreign Affairs, Trade and Development
Directorate: AAO
Address: 125 Sussex Drive, Ottawa, Ontario Canada
Email: Daniel.Kingsbury@international.gc.ca

Canada's Representative is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by Canada's Representative. The Contractor must not perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than Canada's Representative.

5.3.2 Project Authority

The Project Authority for this Contract is: ***(inserted at Contract award)***

Name:
Email:
Title:
Department of Foreign Affairs, Trade and Development
Directorate:
Address:

The Project Authority is the representative of the department for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by Canada's Representative.

5.3.3 Communication and Notices

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, or e-mail. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will only be effective on the day it is received at that address. Any notice to Canada must be delivered to Canada's Representative.



5.3.4 Management of the Contract

Subject to the other provisions of this Article, Canada's Representative is responsible for the management of the Contract. Unless otherwise specified, no notice, instruction, authorization, refusal or other communication provided by Canada is valid under this Contract unless it is provided to the Contractor by Canada's Representative. Likewise, no notice, instruction, authorization, refusal or other communication to Canada made by the Contractor or on its behalf is valid unless it is made to Canada's Representative. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anyone other than Canada's Representative.

5.3.5 Contractor's Representative

The Contractor's Representative is: *(inserted at Contract award)*

Name:

Title:

Company:

Address:

Telephone:

E-mail address:

The Contractor reserves the right to replace the above-designated Contractor's Representative by sending a notice in writing to Canada's Representative to that effect.

5.3.6 Amendment

To be effective, any amendment to the Contract must be done in writing and signed by Canada's Representative and the Contractor's Representative. Canada's right to exercise an Option Period is excluded from this signatures requirement.

5.3.7 Assignment

The Contractor must not assign the Contract without first obtaining Canada's written consent. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

5.4 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

5.5 GENERAL CONDITIONS

2035 (2018-06-21), *General Conditions - Higher Complexity - Services*, apply to and form part of the Contract

5.6 ENTIRE AGREEMENT

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.



5.7 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada.

5.8 NUMBER AND GENDER

In these Articles of Agreement, the singular includes the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter, and vice versa.

5.9 POWERS OF CANADA / STATE IMMUNITY

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive. Notwithstanding anything in this Contract, Canada does not waive any right or immunity that it has or may have by virtue of international or domestic law.

5.10 TIME OF THE ESSENCE

Time is of the essence. The Contractor must provide in a timely manner all components of the Work.

5.11 EXCUSABLE DELAY

5.11.1 A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:

- is beyond the reasonable control of the Contractor;
- could not reasonably have been foreseen;
- could not reasonably have been prevented by means reasonably available to the Contractor; and,
- occurred without the fault or neglect of the Contractor

Will be considered an "Excusable Delay" if the Contractor advises Canada's Representative of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise Canada's Representative, within fifteen (15) working days, of all the circumstances relating to the delay and provide to Canada's Representative for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

5.11.2 Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.

5.11.3 However, if an Excusable Delay has continued for 30 Days or more, Canada's Representative may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

5.11.4 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

5.12 SEVERABILITY

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.



5.13 SUCCESSORS AND ASSIGNS

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

5.14 SURVIVAL

All the Parties' obligations of confidentiality and representations set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

5.15 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

DEFINITIONS

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- e. an individual;
- f. an individual who has incorporated;
- g. a partnership made of former public servants; or
- h. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S. 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

5.16 PERFORMANCE OF THE WORK

5.16.1 Description of Work

The Contractor must perform the Work described in the Statement of Work at Annex "A" in accordance with the Contract.

5.16.2 Period of the Contract

The period of the Contract is from (*inserted at Contract award*) inclusive.



5.16.3 Option to Extend the Contract

The Contractor grants to Canada an irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year option period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

5.16.4 Exercise of Option to Extend

Canada may exercise this option at any time by sending a written notice to the Contractor at least one (1) day before the expiry date of the Contract. The option may only be exercised by Canada's Representative, and will be evidenced for administrative purposes only, through a Contract amendment.

5.16.5 Independent Contractor

The Contractor is an independent Contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

5.16.6 Conduct

The Contractor must:

- (a) perform the Work diligently and efficiently;
- (b) perform the Work with honesty and integrity;
- (c) except for Government Property, supply everything necessary to perform the Work;
- (d) select and employ a sufficient number of qualified persons;
- (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract; and,
- (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

5.16.7 Assigned Individuals

If specific individuals are identified in Annex A to perform the Work,

- a. the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control;
- b. the Contractor must obtain Canada's written approval, through Canada's Representative, before replacing, removing or adding an individual to the approved team, and, more specifically, before any services are rendered by such individual; and
- c. the Contractor must not, in any event, allow performance of the Work by unauthorized replacement individuals.

5.16.8 Resources

Canada reserves the right to conduct periodic background checks on personnel employed or subcontracted by the Contractor.

Canada reserves the right, in its sole discretion, to decide that personnel employed or subcontracted by the contractor are unsuitable. In such circumstances, the Contractor shall



ensure that personnel are removed from property and replaced with personnel suitable to Canada.

5.16.9 Replacements

Canada may order that a replacement individual stops performing the Work. In this case, the Contractor must immediately comply with the order and secure a further replacement in accordance with section *Assigned Individuals*. The fact that Canada does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

5.16.10 Compliance with Local Law

In the performance of Services under this Contract, the Contractor will comply with all applicable provisions of the laws in force in the countries where the reports are created.

5.16.11 Inspection and Acceptance

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

5.16.12 Security Requirements

There is no security requirement applicable to this Contract

5.16.13 Green Procurement

5.16.13.1 The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

5.16.13.2 The Contractor should make every effort to use environmentally preferred goods, services and processes, as required, to reduce any environmental impacts resulting from the performance of the Work. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

5.17 CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

5.17.1 Federal Contractors Program for Employment Equity – Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada



(ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

5.18 PAYMENT TERMS

5.18.1 Basis of Payment

Canada will pay the Contractor in accordance to the Basis of Payment included as Annex B. Payment under this Contract, except advance payments, will be conditional on the performance, completion and delivery of the Work, or any part of the Work to the satisfaction of Canada.

5.18.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ (*inserted at Contract award*). Customs duties are excluded and Applicable Taxes are extra.

No increase in the total liability of Canada, in the Contractor's hourly rates or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these changes, modifications or interpretations have been approved, in writing, by Canada's Representative before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of Canada's Representative. The Contractor must notify Canada's Representative in writing as to the adequacy of this sum:

- when it is 75 percent committed, or
- two (2) months before the end of the Period of the Contract, or
- as soon as the Contractor considers that the Contract funds provided by Canada are inadequate for the completion of the Work, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to Canada's Representative a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5.18.3 Method of Payment – Single Payment per Report

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

5.18.4 Audit

Any amount paid or claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six (6) years after it receives the final payment under the Contract.



5.18.5 Invoicing Instructions

- 5.18.5.1** The Contractor must ensure that each invoice it provides to Canada
- a. is submitted in the Contractor's name;
 - b. is submitted each month do so for each delivery or shipment;
 - c. only applies to the Contract;
 - d. shows the date, the name and address of the Project Authority, the description of the Work and the Contract number;
 - e. details the claimed fees and disbursements, if applicable, in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - f. sets out Applicable Taxes, such as the Contractor's output VAT, as a separate item along with corresponding registration numbers from the tax authorities;
 - g. identifies all items that are zero-rated, exempt from Applicable Taxes or to which it does not apply.
- 5.18.5.2** By submitting an invoice, the Contractor certifies in each case that the invoice is consistent with the Work delivered and is in accordance with the Contract.

5.18.6 Discrepancies

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 Days will only result in the date specified in subsection 16 of 2035 (2018-06-21) *General Conditions - Higher Complexity – Services*, to apply for the sole purpose of calculating interest on overdue accounts.

5.18.7 Termination Payments

If a termination for convenience notice is given pursuant to section 30 of 2035 (2018-06-21) *General Conditions - Higher Complexity - Services*, the Contractor will be entitled, in accordance with the Basis of Payment (Annex B), to be paid only the amounts that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Contractor for early termination of this Contract.

5.18.8 Remittance to appropriate tax authority

The Contractor agrees to remit to the appropriate government tax authority any amount of applicable tax legally required to be remitted by the Contractor, pursuant to applicable tax laws.

5.19 SUSPENSION AND INFRACTION

5.19.1 Suspension of the Work

Canada may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

5.19.2 Infraction

Canada may terminate this Contract or reduce or suspend any payments under it if the Contractor fails to honour the provisions in the section titled *Governance and Ethics*.



5.20 INSURANCE TERMS

5.20.1 Insurance at Discretion of Contractor

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

5.21 GOVERNANCE AND ETHICS

5.21.1 Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s. 2 (as amended from time to time), the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service, Code of Conduct for Canadian Representatives Abroad or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract. The Contractor will notify Canada in writing of any situation, of which the Contractor is or becomes aware, in which one of the Contractor's agents, employees or contractors derives, or is in a position to derive, an unauthorized benefit.

5.21.2 Incapacity to Contract with the Government

The Contractor certifies that no one convicted under any of the provisions under subsection a or b are to receive any benefit under the Contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:

- a. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Canadian *Financial Administration Act*, R.S.C. 1985, c. F-11, or
- b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the *Criminal Code of Canada*, R.S.C. 1985, c. C-46, or
- c. section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the *Criminal Code of Canada*, or
- d. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Canadian *Competition Act*, R.S.C. 1985, c. C-34, or
- e. section 239 (False or deceptive statements) of the Canadian *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.), or
- f. section 327 (False or deceptive statements) of the Canadian *Excise Tax Act*, (R.S.C., 1985, c. E-15, or
- g. section 3 (Bribing a foreign public official) of the Canadian *Corruption of Foreign Public Officials Act*, S.C. 1998, c. 34 (as amended), or
- h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Canadian *Controlled Drugs and Substance Act*, S.C. 1996, c. 19 (as amended); or
- i. any provision under the local law having a similar effect to the above-listed provisions.



5.21.3 Anti-Terrorism

Consistent with numerous United Nations Security Council resolutions, including S/RES/1267 (1999) concerning Al Qaida and the Taliban, and associated individuals and entities, both Canada and the Contractor are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. The Contractor acknowledges that neither it, nor any of its employees, Directors, or agents is an entity listed, in relation to terrorists groups and those who support them, under subsection 83.05 of the Criminal Code of Canada, and as identified thereto in a "List of Entities" which may be found at < <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-284/index.html> > and that it is not nor will it knowingly work with any party and entity appearing on the New Consolidated List established and maintained by the UN Security Council's 1267 Committee. Furthermore, the Contractor acknowledges that it will not knowingly directly or indirectly collect, provide or make available funds or property intending that they be used, or knowing that they will be used, to carry out or facilitate terrorist activities, or knowing that the funds or property will be used or will benefit a terrorist entity as identified in the List of Entities.

5.22 DISPUTE RESOLUTION

5.22.1 Discussion and Negotiation

If a dispute arises out of, or in connection with this Contract, the parties shall meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

5.22.2 Procurement Ombudsman

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Canadian Department of Public Works and Government Services Act, S.C. 1996, c. 16 (as amended), will, on request and consent of the parties to bear the cost of such process, participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.



ANNEX A – STATEMENT OF WORK

PROFESSIONAL SERVICES FOR COMPENSATION DATA ON PRIVATE SECTOR ORGANIZATIONS

1. OBJECTIVE OF THE WORK:

To provide Department of Foreign Affairs, Trade and Development Canada (DFATD) with information to support the compensation determination program in order to conduct a review and update of salary, allowances and terms and conditions for Locally Engaged Staff (LES) world-wide.

2. BACKGROUND:

The Government of Canada currently employs approximately 5,300 locally engaged employees (office positions and non-office positions) in 112 countries and 178 missions world-wide. Locally engaged employees located at DFATD missions globally are hired in accordance with the Locally Engaged Staff Employment Regulations (Annex D). The Locally Engaged Staff Terms and Conditions Regulations (Annex E) are the authority governing the terms and conditions of employment including the classification of positions and the compensation determination.

There are various types of employment such as indeterminate, term and emergency. In recognition of the wide variations in local law and conditions of employment outside Canada, these regulations take into account local law, market practice and where applicable operational requirements at Canadian missions world-wide. There are certain provisions/conditions that are retained by the Government of Canada which would not comply with labor laws of certain countries. These are limited in nature in that local laws will always be a minimum standard; however there are circumstances where the Government of Canada may offer more.

The Compensation Review began in 2009 with the goal to establish a framework for updating the salaries and terms and conditions for all locally engaged staff on a consistent and regular basis. We are entering into a new cycle which will begin in FY2019/2020 and will ensure each country (in which we have LES) will be reviewed every 5 years. The Compensation Review consists of reviewing the applicable labor laws, salary scales as well as the Total Guaranteed Cash which is comprised of base salary plus the annualized value of guaranteed allowances. In order to complete the reviews, the Locally Engaged Staff Bureau (HLD) must purchase private sector data in regards to salaries and guaranteed allowances per country.

3. TASKS TO BE PERFORMED:

Upon request by the Project Authority of the Locally Engaged Staff Bureau (HLD), the Contractor must provide comprehensive reports on salary and guaranteed allowances for each of the 112 countries listed in the section 17. We anticipate requesting approximately 25 to 30 country reports per year including the cities specifics to the countries being requested.

4. TIME FRAME / MILESTONES:

HLD will confirm the name of the majority of the countries in May or June of each year and must receive the country report by October 31st, of each year.

HLD may request update or report and ongoing throughout the year for salary data and market trends for certain countries with high inflation and must receive the update information within 5 to 7 business days.

5. REQUIRED RESOURCES:



None

6. LOCATION AND METHOD OF DELIVERY:

The country reports need to be delivered electronically to the Project Authority named in the contract. The report must be in either/or Microsoft Word / Microsoft Excel or pdf format.

7. CONTRACTOR'S RESPONSIBILITIES:

Provide comprehensive market specific data on Total Guaranteed Cash which must include:

- 1 - Base salary plus the annualized value of guaranteed allowances including amount of allowances
- 2- Market percentiles, (P25, P50 (median) P75 results)
- 3 – Job data / job family
- 4- Taxation / tax summary
- 5- Statutory requirements
- 6 - Employer practices
- 7- Market trends on payment on hard currency
- 8- Minimum wages - effective date
- 9- regional/city market differential within some countries
- 10- List of participant organizations

DFATD may request ongoing updates for salary data and market trends for certain countries with high inflation.

8. SUBCONTRACTING:

Contractors are allowed to subcontract with other vendors to obtain market data in order to meet the minimum mandatory requirement. The government of Canada will use another vendor to obtain market data for countries that are not included.

9. DOCUMENTATION TO BE PROVIDED:

The contractor must provide the Project Authority (DFATD) with the reports on an as and when required basis for each of the countries listed in section 17. DFATD will provide a list of required countries to the contractor in May or June of each year (approximately 25 to 30 countries) from the list in section 17 and possibly additional request in September or October of each year from the list below. DFATD may be seeking for city specific reports based on operational requirements.

10. ANY CONSTRAINTS:

None

11. DELIVERABLES:

The reports requested in May or June must be received by October 31st, of each year and the ongoing reports must be sent upon request via e-mail to the Project Authority within 5-7 business days.

12. TRAVEL

There is no travel involved.

13. CLIENT SUPPORT:

No additional client support is required



14. MEETING:

There is no requirement for face-to-face meetings, however, phone discussions may be required if additional information is needed.

15. LANGUAGE

The reports will be provided in English only.

16. PROPOSAL FORMAT

In their bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work providing examples where applicable.

The bid should address clearly and in sufficient depth the points detailed in the scope of services and tasks and deliverables sections of this statement of work. Simply repeating the statement contained in the bid solicitation is not sufficient for the evaluation of the bid. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

17. LIST OF COUNTRIES

Number	Countries	Specific Cities
1	Afghanistan	
2	Algeria / Algérie	
3	Argentina / Argentine	
4	Australia / Australie	
5	Austria / Autriche	
6	Bangladesh	
7	Barbados / Barbade	
8	Belgium / Belgique	
9	Benin / Bénin	
10	Bolivia / Bolivie	
11	Brazil / Brésil	
		Brasilia
		Belo Horizonte
		Rio de Janeiro
		Recife
		Porto Alegre
		Sao Paulo
12	Brunei / Brunéi	
13	Burkina Faso	



14	Cambodia / Cambodge	
15	Cameroon / Cameroun	
16	Chile / Chili	
17	China / Chine	
		Beijing
		Guangzhou
		Hong Kong
		Shanghai
18	Colombia / Colombie	
19	Congo	
20	Costa Rica	
21	Ivory Coast / Côte d'Ivoire	
22	Croatia / Croatie	
23	Cuba	
24	Czech Republic / République Tchèque	
25	Denmark / Danemark	
26	Dominican Republic / République dominicaine	
27	Ecuador / Équateur	
28	Egypt / Égypte	
29	El Salvador / Salvador	
30	Estonia / Estonie	
31	Ethiopia / Éthiopie	
32	Finland / Finlande	
33	France	
34	Germany / Allemagne	
35	Ghana	
36	Greece / Grèce	
37	Guatemala	
38	Guyana / Guyane	
39	Haiti / Haïti	
40	Honduras	
41	Hong Kong	
42	Hungary / Hongrie	
43	Iceland / Islande	
44	India / Inde	
		New Delhi
		Mumbai



		Chandigarh
		Bangalore
		Chennai
		Kolkata
		Ahmedabad
		Hyderabad
45	Indonesia / Indonésie	
46	Iraq/Irak	
47	Ireland / Irlande	
48	Israel / Israël	
49	Italy / Italie	
50	Jamaica / Jamaïque	
51	Japan / Japon	
52	Jordan / Jordanie	
53	Kazakhstan	
54	Kenya	
55	Korea / Corée	
55	Kuwait / Koweït	
56	Laos	
57	Latvia / Lettonie	
58	Lebanon / Liban	
59	Libya / Libye	
60	Lithuania / Lituanie	
61	Malaysia / Malaisie	
62	Mali	
63	Mexico / Mexique	
64	Mongolia / Mongolie	
65	Morocco / Maroc	
66	Mozambique	
67	Myanmar	
68	Nepal / Népal	
69	Netherlands / Pays-Bas	
70	New Zealand / Nouvelle-Zélande	
71	Nicaragua	
72	Nigeria / Nigéria	
73	Norway / Norvège	
74	Pakistan	
75	Panama	
76	Peru / Pérou	



77	Philippines	
78	Poland / Pologne	
79	Portugal	
80	Qatar	
81	Romania / Roumanie	
82	Russia / Russie	
83	Rwanda	
84	Saudi Arabia / Arabie saoudite	
85	Senegal / Sénégal	
86	Serbia / Serbie	
87	Singapore / Singapour	
88	Slovakia / Slovaquie	
89	South Africa / Afrique du Sud	
90	South Sudan / Soudan du Sud	
91	Spain / Espagne	
92	Sri Lanka	
93	Sudan / Soudan	
94	Sweden / Suède	
95	Switzerland / Suisse	
		Berne
		Geneva / Genève
96	Syria / Syrie	
97	Taiwan	
98	Tanzania / Tanzanie	
99	Thailand / Thaïlande	
100	Trinidad & Tobago / Trinité et Tobago	
101	Tunisia / Tunisie	
102	Turkey / Turquie	
		Ankara
		Istanbul
103	United Arab Emirates (UAE) / Émirats arabes unis (EAU)	
104	Ukraine	
105	United Kingdom / Royaume-Uni	
106	Uruguay	
107	United States (USA) / États-Unis (É-U)	
		Atlanta



		Boston
		Dallas
		Denver
		Detroit
		Houston
		Los Angeles
		Miami
		Minneapolis
		New York
		Seattle
		San Francisco
		San Diego
		Washington
108	Venezuela	
109	Vietnam	
110	West Bank and Gaza Strip / Cisjordanie et Bande de Gaza	
111	Zambia / Zambie	
112	Zimbabwe	



ANNEX B – BASIS OF PAYMENT

Firm Price Per Report

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid on a per report basis as per below for a total not to exceed \$ *(inserted at Contract award)*. Any Applicable Tax is extra.

- B1.** The contractor will be per report in Canadian Dollars (CAD) that include all costs necessary to perform the work. Any applicable taxes are extra.
- B2.** The total estimated usage of reports is provided in good faith and does not represent a commitment on the part of Canada. Canada’s actual usage may be higher or lower.
- B3.** The rates quoted will be enforced and held flat throughout the entire three (3) years of the contract, and will not be subject to future negotiation.

PRICING PER REPORT

Number	Countries	Specific Cities	Price Per Report <i>(inserted at Contract award)</i>
1	Afghanistan		
2	Algeria / Algérie		
3	Argentina / Argentine		
4	Australia / Australie		
5	Austria / Autriche		
6	Bangladesh		
7	Barbados / Barbade		
8	Belgium / Belgique		
9	Benin / Bénin		
10	Bolivia / Bolivie		
11	Brazil / Brésil		
		Brasilia	
		Belo Horizonte	
		Rio de Janeiro	
		Recife	
		Porto Alegre	
		Sao Paulo	
12	Brunei / Brunéi		
13	Burkina Faso		
14	Cambodia / Cambodge		



15	Cameroon / Cameroun		
16	Chile / Chili		
17	China / Chine		
		Beijing	
		Guangzhou	
		Hong Kong	
		Shanghai	
18	Colombia / Colombie		
19	Congo		
20	Costa Rica		
21	Ivory Coast / Côte d'Ivoire		
22	Croatia / Croatie		
23	Cuba		
24	Czech Republic / République Tchèque		
25	Denmark / Danemark		
26	Dominican Republic / République dominicaine		
27	Ecuador / Équateur		
28	Egypt / Égypte		
29	El Salvador / Salvador		
30	Estonia / Estonie		
31	Ethiopia / Éthiopie		
32	Finland / Finlande		
33	France		
34	Germany / Allemagne		
35	Ghana		
36	Greece / Grèce		
37	Guatemala		
38	Guyana / Guyane		
39	Haiti / Haïti		
40	Honduras		
41	Hong Kong		
42	Hungary / Hongrie		
43	Iceland / Islande		
44	India / Inde		
		New Delhi	
		Mumbai	
		Chandigarh	



		Bangalore	
		Chennai	
		Kolkata	
		Ahmedabad	
		Hyderabad	
45	Indonesia / Indonésie		
46	Iraq/Irak		
47	Ireland / Irlande		
48	Israel / Israël		
49	Italy / Italie		
50	Jamaica / Jamaïque		
51	Japan / Japon		
52	Jordan / Jordanie		
53	Kazakhstan		
54	Kenya		
55	Korea / Corée		
55	Kuwait / Koweït		
56	Laos		
57	Latvia / Lettonie		
58	Lebanon / Liban		
59	Libya / Libye		
60	Lithuania / Lituanie		
61	Malaysia / Malaisie		
62	Mali		
63	Mexico / Mexique		
64	Mongolia / Mongolie		
65	Morocco / Maroc		
66	Mozambique		
67	Myanmar		
68	Nepal / Népal		
69	Netherlands / Pays-Bas		
70	New Zealand / Nouvelle-Zélande		
71	Nicaragua		
72	Nigeria / Nigéria		
73	Norway / Norvège		
74	Pakistan		
75	Panama		
76	Peru / Pérou		
77	Philippines		



78	Poland / Pologne		
79	Portugal		
80	Qatar		
81	Romania / Roumanie		
82	Russia / Russie		
83	Rwanda		
84	Saudi Arabia / Arabie saoudite		
85	Senegal / Sénégal		
86	Serbia / Serbie		
87	Singapore / Singapour		
88	Slovakia / Slovaquie		
89	South Africa / Afrique du Sud		
90	South Sudan / Soudan du Sud		
91	Spain / Espagne		
92	Sri Lanka		
93	Sudan / Soudan		
94	Sweden / Suède		
95	Switzerland / Suisse		
		Berne	
		Geneva / Genève	
96	Syria / Syrie		
97	Taiwan		
98	Tanzania / Tanzanie		
99	Thailand / Thaïlande		
100	Trinidad & Tobago / Trinité et Tobago		
101	Tunisia / Tunisie		
102	Turkey / Turquie		
		Ankara	
		Istanbul	
103	United Arab Emirates (UAE) / Émirats arabes unis (EAU)		
104	Ukraine		
105	United Kingdom / Royaume-Uni		
106	Uruguay		
107	United States (USA) / États-Unis (É-U)		
		Atlanta	
		Boston	



		Dallas	
		Denver	
		Detroit	
		Houston	
		Los Angeles	
		Miami	
		Minneapolis	
		New York	
		Seattle	
		San Francisco	
		San Diego	
		Washington	
108	Venezuela		
109	Vietnam		
110	West Bank and Gaza Strip / Cisjordanie et Bande de Gaza		
111	Zambia / Zambie		
112	Zimbabwe		
Total:			<i>\$ (inserted at Contract award)</i>



ANNEX C – SECURITY REQUIREMENTS CHECK LIST (SRCL)



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 19-154117
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Global Affairs Canada		2. Branch or Directorate / Direction générale ou Direction HLB
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail The contractor must provide comprehensive reports on salary and guaranteed allowances for countries where site has a presence		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis no access required		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



Contract Number / Numéro du contrat 19-154117
Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉE			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production																
IT Media / Support IT IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government
of Canada Gouvernement
du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) <i>Lucie Lacombe</i>		Title - Titre <i>Deputy Director</i>	Signature <i>Lucie Lacombe</i>
Telephone No. - N° de téléphone <i>343-203-3894</i>	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel <i>lucie.s.lacombe@international.gc.ca</i>	Date <i>March 4/2019</i>
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) <i>Andreea Stoinesteanu</i>		Title - Titre <i>Contract Security Coordinator</i>	Signature <i>Andreea Stoinesteanu</i>
Telephone No. - N° de téléphone <i>343-203-3069</i>	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel <i>andreea.stoinesteanu@international.gc.ca</i>	Date <i>2019-03-22</i>
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / <input type="checkbox"/> Yes / <input type="checkbox"/> Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

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Regulations**

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Locally-Engaged Staffs' Terms and Conditions Regulations

Amended on January 1, 1998

Part 1 – General

Introduction

These regulations, governing terms and conditions of employment of staffs engaged locally outside of Canada, are made pursuant to Section 7 of the *Financial Administration Act*.

In recognition of the wide variations in labour law and conditions of employment outside Canada, as well as the expanded role of personnel management generally, these regulations are designed to establish a personnel management system which will take into account local law and practice, operational requirements of missions, and comparability with local employers. In this way, local employees will be provided with reasonable terms and conditions of employment, while missions will be able to recruit, retain and motivate qualified staff engaged locally in support of various departmental programs outside Canada.

These regulations are the authority governing the terms and conditions of employment for locally-engaged staff and apply to all integrated and non-integrated Canadian government employees hired locally abroad.

The exception to the foregoing is the regulations issued by the deputy minister of National Defence regarding persons employed by the Canadian Forces in Europe under an international agreement, accord, convention or protocol, as provided for in these regulations.

Further, with respect to locally-engaged employees and local labour employed by the Canadian Forces in Germany, the provisions of the Collective Tariff Agreement between the Federal Republic of Germany on behalf of the Sending States Forces and the German trade unions, as amended from time to time, will take precedence over these regulations unless otherwise directed by the deputy minister of National Defence.

Where funds provided for non-integrated employees remain with their employing departments, no action shall be taken under these regulations unless:

- a. the deputy head of the employing department concurs; or
- b. the senior officer of the employing department at the mission concurs, where the function has been delegated to the head of mission.

Where questions of interpretation concerning authority which has not been delegated to the head of mission cannot be resolved between the deputy minister, Foreign Affairs and the deputy head(s) of the employing department(s), they shall be referred to the Treasury Board Secretariat for a final and binding decision. Where questions of interpretation concerning authority which has been delegated to the head of mission cannot be resolved between the head of mission and the delegated senior officer of the employing department, they shall be referred to Ottawa for consultation among the departments concerned, and if necessary to the Treasury Board Secretariat.

Where the deputy minister, Foreign Affairs has been delegated authority under these regulations, it is understood that equivalent authority accrues to the deputy minister of National Defence with regard to civilian component employees and the President of the Canadian

Tourism Commission, with regard to employees engaged locally in support of the Commission's mandate.

The deputy minister, Foreign Affairs, the President of the Canadian Tourism Commission and the deputy minister of National Defence are empowered to subdelegate any of their respective authorities under these regulations to one or more persons in their respective jurisdictions.

Subject to the availability of funds and the approval of the deputy head of the employing department, positions may be added to or deleted from the mission establishment at any time during the fiscal year.

The deputy minister, Foreign Affairs will issue guidelines for the application and administration of these regulations for all locally-engaged employees; the President of the Canadian Tourism Commission will issue guidelines with regard to employees engaged locally to pursue the mandate of the Commission. In the event that no such guidelines are issued, the guidelines issued by the Department of Foreign Affairs and International Trade will apply mutatis mutandis (i.e. with the necessary changes in points of detail). The deputy minister of National Defence will issue the guidelines with regard to the civilian component employees.

1.1 Short title

These regulations may be cited as the Locally-Engaged Staffs' Terms and Conditions Regulations.

1.2 Interpretation

In these regulations:

- a. "acting pay" is pay granted to an employee who is required to perform temporarily the duties of a position, the maximum salary of which is higher than that of the position to which the employee is appointed;
- b. "benefit" means any labour cost or condition of employment, including pay for time not worked, which does not form part of the basic rate of pay;
- c. "civilian component employee" has the same meaning as that specified in Section 2 of the Locally-Engaged Staff Employment Regulations (LESER);
- d. "classification" means the level or designation of a position determined in accordance with the mission classification plan;
- e. "classification plan" means the established plan by which positions are assigned a level or designation on the basis of their duties and responsibilities;
- f. "conversion" is the fact of converting positions from one classification plan to another;
- g. "delegated mission" means a mission whose head of mission has been formally delegated authority by the deputy minister, Foreign Affairs or the deputy minister of National Defence;
- h. "demotion" means a reduction in the classification level of an employee to a classification level with a lower maximum rate of pay than that of the former level;
- i. "deputy head" means the deputy minister of a department or the President of the Canadian Tourism Commission or any person authorized by the deputy head to exercise deputy head authority under these regulations;
- j. "employee" has the same meaning as that specified in Section 2 of the Locally-Engaged Staff Employment Regulations (LESER);
- k. "evaluating committee" means a committee established at a mission for the purpose of evaluating positions;
- l. "head of mission" means the senior officer having charge of the mission or, in his absence, such person as is authorized to act as head of mission. For the matters or

employees within the Canadian Tourism mandate, HOM means the senior officer employed by the Canadian Tourism Commission;

- m. "increment" means the difference between two consecutive steps in a salary range;
- n. "integrated employee" has the same meaning as that specified in Section 2 of the Locally-Engaged Staff Employment Regulations (LESER);
- o. "leave" means authorized absence from duty by an employee during normal hours of work;
- p. "mission" means an office of the Government of Canada outside Canada and includes Canadian Forces in Europe;
- q. "non-integrated employee" has the same meaning as that specified in Section 2 of the Locally-Engaged Staff Employment Regulations (LESER);
- r. "part-time employee" means an employee filling a position on a continuing basis, but not required to work the full standard hours of work prescribed at the mission;
- s. "position" means a set of duties and responsibilities which can be performed by one employee;
- t. "promotion" means the appointment of an employee to a classification level whose maximum rate of pay is higher than the maximum rate of pay of the previous classification level, by at least the equivalent of the amount of one increment in the higher salary range;
- u. "reclassification" means a change in the level or designation of a position resulting from a change in its duties and responsibilities;
- v. "salary range" means the rate or rates of pay assigned to a level or a designation of the mission's classification plan;
- w. "senior officer" means the senior officer of the employing department at the mission;
- x. "transfer" has the same meaning as that specified in Section 2 of the Locally-Engaged Staff Employment Regulations (LESER).

1.3 Application

These regulations apply to any person who is filling a locally-engaged position or is appointed on an emergency basis.

Part 2 – Classification of Positions

Introduction

This part covers the classification of positions; that is, the process by which a position is evaluated according to definite criteria set out in a classification plan.

2.1 Classification authority

(1) Except with regard to Canadian Forces in Germany, the deputy minister, Foreign Affairs is authorized to classify positions for all locally-engaged employees at missions in accordance with classification plans established pursuant to section 2.2(1).

(2) The President of the Canadian Tourism Commission is authorized to classify positions for all locally-engaged tourism employees working at a mission in accordance with classification plans established pursuant to section 2.2.(1).

(2) The deputy minister of National Defence is authorized to classify positions for all civilian component employees in accordance with classification plans established pursuant to section 2.2(3).

2.2 Classification plan

(1) Except as provided in sub-section (3), classification plans shall be established, altered or abolished by the deputy minister, Foreign Affairs.

(2) Unless the deputy minister, Foreign Affairs otherwise directs, locally-engaged staff positions shall be included in a single classification plan applicable to each mission.

(3) The classification plan for civilian component employees shall be established, altered or abolished by the deputy minister of National Defence. Unless directed otherwise, such a classification plan for the Canadian Forces in Germany shall be compatible with the provisions of the Collective Tariff Agreement between the Federal Republic of Germany on behalf of the Sending States Forces and German trade unions, as amended from time to time.

2.3 Reclassification of positions

(1) A reclassification shall be made only where there is sufficient change in the duties or responsibilities of a position to warrant a change in level as determined by the application of the mission classification plan.

(2) In the case of a delegated mission, a position may be reclassified only on the recommendation of the evaluating committee and the approval of the head of mission.

(3) In the case of a nondelegated mission, a position may be reclassified only on the recommendation of the evaluating committee and the head of mission, and with the approval of the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission.

2.4 Classification grievance

(1) Where an employee disagrees with a classification decision by the evaluating committee governing his or her position, the employee may, within ten (10) working days of the date of receipt of the decision, submit in writing to the head of mission a statement describing the facts of this disagreement and the corrective action which is requested.

(2) The employee shall attach a current copy of the job description which has been evaluated and any background information deemed pertinent to the decision.

(3) The head of mission shall forward all relevant documents to the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission, within ten (10) working days of receipt of written complaint.

(4) Upon receipt of the grievance, the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission shall evaluate the position in question, determine the appropriate classification level and notify the employee of the decision within thirty (30) working days of receipt of the documentation from the head of mission.

For the Canadian Forces in Europe, the deputy minister of National Defence will establish the appropriate chain of events to follow beyond this step.

(5) The decision made by the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission is final and binding.

2.5 Classification records

(1) The mission shall maintain a classification file for each locally-engaged position at the mission in accordance with such guidelines as the deputy minister, Foreign Affairs may issue.

(2) Canadian Forces in Europe shall maintain classification records for locally-engaged positions in accordance with such guidelines as the deputy minister of National Defence may issue.

(3) The Canadian Tourism Commission shall maintain classification records for locally-engaged tourism positions in accordance with such guidelines as the President of the Canadian Tourism Commission may issue.

Part 3 – Compensation Determination

Introduction

This part provides for the establishment of pay and benefits at a mission on the basis of comparability with local employers, conformity with local law and operational requirements of the mission. The practical effect is that each mission will have a unique compensation package.

3.1 Pay and benefits authority

(1) Except with regard to Canadian Forces Europe, the deputy minister of Foreign Affairs or the President of the Canadian Tourism Commission is authorized to determine pay and benefits, excluding pension and insurance benefits, for all locally-engaged employees at missions.

(2) The deputy minister of National Defence is authorized to determine pay and benefits, excluding pension and insurance benefits, for all civilian component employees.

(3) The President of the Canadian Tourism Commission is authorized to determine pay and benefits, excluding pension and insurance benefits for all locally-engaged tourism employees.

3.2 Pay and benefits determination

(1) Pay and benefits shall be established on the basis of:

(a) operational requirements of the mission;

(b) local law and practice; and

(c) pay and benefits paid by local employers.

In determining the pay and benefits, the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission, shall take into account the pay and benefits paid by a minimum of three commercial firms, the local government and three foreign missions.

Where the criteria described in the first paragraph cannot be applied in determining the pay and benefits at a particular mission, the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission may determine the pay and benefits at that mission in accordance with such criteria as is deemed relevant.

Where the deputy minister, Foreign Affairs, or the President of the Canadian Tourism Commission is satisfied that there are more elaborate or comprehensive methods than those described above, the application of which will establish pay and benefits for employees that more closely resemble those provided by local employers or the local government, that methodology may be applied.

(2) Except as provided in sub-section (5), all changes in pay and benefits shall be supported by such documentation as specified by the deputy minister, Foreign Affairs, or the President of the Canadian Tourism Commission in such guidelines as may be issued.

(3) Unless the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission otherwise directs, the pay and benefits established pursuant to this section shall be expressed in the currency of the country in which the mission is situated.

(4) Where two or more missions are located in the same country a national rate of pay shall be established, unless the majority of local employers used in developing the mission compensation package use regional rates of pay.

(5) Unless the deputy minister of National Defence otherwise directs, the pay and benefits of civilian component employees in Germany shall be compatible with the provisions of the Collective Tariff Agreement between the Federal Republic of Germany on behalf of the Sending States Forces and German trade unions, as amended from time to time.

3.3 Social security, pension, health and other insurance plan contributions

(1) Subject to sub-section (2), contributions may be paid by the Government of Canada in respect of:

(a) any national social security plan where local employers are required by law to contribute to the plan; and

(b) any national social security plan and/or any pension, health or other insurance plan where such contributions are normally paid as a compensation practice by local employers.

(2) Where the funds for Government of Canada contributions are to be provided from the Treasury Board Vote for Employer Contributions to Insurance Plans, the payment of such contributions shall be subject to the prior approval of:

(a) the Treasury Board Secretariat, if the contributions are to be made to a national social security plan; or

(b) the Treasury Board, if the contributions are to be made to pension, health or other insurance plans.

(3) Unless the deputy minister, Foreign Affairs otherwise directs, all contributions to national social security plans and to pension, health and other insurance plans shall be paid directly to the administration of those plans.

(4) Recommendations for participation in or establishment of plans must be in accordance with such guidelines as the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission may issue in consultation with other departments.

3.4 Clothing

The mission may provide a uniform or protective clothing for locally-engaged staff where:

(a) in the opinion of the head of mission there is a need for such employees to be readily identified when carrying out their duties; or

(b) it is local practice to provide such clothing to certain employees.

3.5 Travel expenses

The senior officer of the employing department has the discretion to approve travel expenses for official business, taking into consideration the standards and related cost of such travel in the country visited. The standards and costs of such travel shall not exceed the provisions of the Treasury Board Travel Policy. First class air travel shall not be authorized.

3.6 Relocation expenses

(1) A deputy head may approve the payment of relocation expenses:

(a) where the mission is relocated and operational requirements dictate the relocation of a locally-engaged employee; or

(b) in exceptional circumstances where operational requirements or the lack of qualified candidates in the locality of a mission dictate the relocation of a locally-engaged employee from one mission to another.

(2) "Relocation expenses" mean:

(a) expenses for transportation, accommodation and meals en route, for the employee and accompanying dependent(s);

(b) expenses for packing, crating, transporting and unpacking personal and household effects; and

(c) any related expenses which are payable under local practice.

Part 4 – Compensation Administration

Introduction

This part outlines the procedures governing compensation administration. Unlike compensation determination, compensation administration is to be identical for all missions, to the extent possible, to ensure uniformity and facilitate comprehension.

4.1 Pay administration

4.1.1 Pay periods

(1) A pay period is a calendar month but employees may be paid semi-monthly.

(2) Where the provisions of sub-section (1) do not conform to local pay practice, the head of mission may authorize a different pay period or pay date.

(3) Unless the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission otherwise directs, payment of salary or wages shall be made in arrears.

(4) Unless the deputy minister of National Defence otherwise directs, payment of salary or wages to civilian component employees shall be made in arrears.

(5) Nothing in these regulations shall be construed as guaranteeing minimum or maximum hours of work.

4.1.2 Calculation of pay

(1) Where an employee is not eligible for full pay in respect of a pay period, the amount payable shall be calculated by multiplying the number of days of entitlement by the rate of pay for the pay period and dividing the product by the aggregate of the working days and authorized holidays in that period.

(2) In this section:

(a) "day of entitlement" means:

(i) any working day on which the employee worked or was on authorized leave with pay; and

(ii) any authorized holiday, unless it falls within a period of leave without pay, immediately precedes the first day of employment or immediately follows the last day of employment;

(b) "authorized holiday" means any holiday which has been designated by the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission as an authorized holiday with pay for locally-engaged employees at their mission of employment; and

(c) "hourly rate of pay" means an employee's annual rate of pay divided by 1956.6.

(3) Part-time employees shall be paid an hourly rate of pay for all work performed up to the normal daily or weekly hours specified for full-time employees at the mission for similar type of work.

4.1.3 Rate on initial appointment

(1) Except as provided in sub-section (2), the rate of pay of an employee on appointment shall be:

(a) the minimum rate in the salary range for the classification level or designation of the position;
or

(b) any lower rate than that determined pursuant to (a) in a salary range of a lower level in the classification plan; or,

(c) the rate for the job, where there is a single rate, or such lower rate as the head of mission deems appropriate and which is commensurate with the level of duties performed.

(2) Where it is impossible to recruit qualified employees at the minimum rate in the salary range, the head of mission may authorize appointment at a rate higher than the minimum but not in excess of the midpoint of the normal salary range for the classification level or designation of the position.

(3) In this section, "normal salary range" means the rates of pay from the minimum to the maximum of the salary range, excluding longevity steps.

4.1.4 Rate on promotion

(1) Except as provided in sub-section (2), the rate of pay on promotion shall be the minimum rate in the salary range for the employee's new classification level.

(2) On promotion, the rate of pay of an employee shall be the rate that will provide an increase nearest to, but not less than, the amount of one increment in the new salary range.

4.1.5 Rate on demotion

The rate on demotion shall be such lower rate in the lower salary range as the head of mission considers warranted. Where no salary range exists the rate shall be the rate for the lower position.

4.1.6 Rate on transfer

The rate on transfer to a position within the same mission shall be the same step in the salary scale as the rate of pay the employee received before the transfer was effected.

The rate on transfer to a position at another mission shall be determined by the head of mission at the mission into which the employee is being transferred, pursuant to Section 4.1.3.

4.1.7 Rate on revision of salary range

(1) Subject to sub-section (2), the rate payable following a general revision of rates of pay shall be the step in the new salary range that corresponds to the step in the old salary range at which the employee was being paid immediately prior to the revision.

(2) Unless the head of mission otherwise directs, where a general revision of rates is applied on a retroactive basis and an employee was appointed during the retroactive period at a rate above the minimum rate of the old salary range, the rate of pay on revision shall be the rate of pay in the new salary range nearest to but not less than that on appointment. In no case shall the rate of pay on revision exceed that to which the employee would be entitled under sub-section (1).

(3) Where employment is terminated for any reason during the retroactive period, retroactive payments shall be made under this section.

4.1.8 Rate subsequent to reclassification and conversion

(1) Unless the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission or the deputy minister of National Defence, as appropriate, otherwise directs:

(a) where a position is reclassified to a higher level, the incumbent may be promoted to a new level and his rate of pay shall be calculated pursuant to section 4.1.4.

(b) where a position is reclassified to a lower level, the incumbent's salary shall be administered in accordance with the Employer's policy on salary protection.

(2) Unless the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission or the deputy minister of National Defence, as appropriate, otherwise directs:

(a) the rate of pay on conversion shall be the salary within the converted level which is closest to but not less than the employee's current salary;

(b) where, on conversion, a position is reclassified to a lower level, the incumbent's salary shall be administered in accordance with the Employer's policy on salary protection.

(3) The rate subsequent to reclassification and conversion for civilian component employees shall be established on a basis which takes into account the relevant provisions of the Collective Tariff Agreement, unless the deputy minister of National Defence directs that the provisions of this section shall apply.

4.1.9 Pay increment administration

(1) Except as provided in sections 4.1.10 and 4.1.11, an employee shall be granted a pay increment following completion of the pay increment period specified for the salary range.

(2) Unless the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission otherwise directs, a "pay increment period" means one or more completed periods of at least twelve (12) months of continuous service from the date of appointment or the date of the last pay increment granted under this section.

(3) The pay increment shall be effective on the first day of a quarter; that is, on the first day of January, April, July or October in any year.

(4) An employee appointed on the first working day in a quarter is deemed, for purposes of this section, to have been appointed on the first day of that quarter.

(5) The pay increment of an employee appointed after the first working day in a quarter shall be effective on the first day of the quarter following the completion of his or her first pay increment period.

(6) Where a salary increment and a salary revision are effected on the same date, the salary increment shall be applied first.

(7) Where an employee is promoted to a higher classification level, his or her increment date shall be determined as for a new appointment.

(8) Part-time employees will be eligible for a pay increment when their accumulated hours of work attain the annual hours required of the position on a full-time basis.

(9) Pay increments for civilian component employees shall be administered on a basis which takes into account the relevant provisions of the Collective Tariff Agreement, unless the deputy minister of National Defence directs that the provisions of this section shall apply.

4.1.10 Denial of pay increment

(1) Subject to sub-section (2), the head of mission may deny a pay increment to an employee if the performance appraisal of the employee indicates that he or she is not satisfactorily performing the duties of the position.

(2) Where the head of mission intends to withhold a pay increment from an employee, he or she shall, at least two weeks and not more than six weeks before the due date of the employee's pay increment, give the employee notice in writing of:

(a) the reasons for his or her intention to withhold the employee's increment; and

(b) the date on which the employee is next eligible to be considered for a pay increment.

(3) Where a pay increment is withheld, it may be granted on the first day of any subsequent quarterly date, at the discretion of the head of mission.

(4) Subsequent increments shall be granted on the anniversary of the original increment date, unless withheld by the head of mission pursuant to sub-section (1).

4.1.11 Pay increments for employees granted leave without pay

(1) Where an employee has been granted leave of absence without pay for a total period of two months or less within the pay increment period, the pay increment date is not affected.

(2) Where an employee has been granted leave of absence without pay for a total period in excess of two months within the pay increment period, a pay increment shall become due to that employee on the quarterly date following the completion by that employee of a total work period equal to a normal pay increment period.

(3) Subsequent increments shall become due on the anniversary of the new increment date.

(4) At the discretion of the head of mission, exceptions to sub-section (2) may be made in cases of work-related leave without pay, including educational leave without pay or injury-on-duty leave without pay.

4.1.12 Acting pay

(1) Where an employee is required to perform, for a temporary period of at least five days, the duties of a position higher than the employee's substantive position, the head of mission may authorize the payment to that employee of acting pay. The amount of acting pay shall be commensurate with the level of the duties performed during that temporary period and calculated in accordance with section 4.1.4, as if the appointment had been made to that higher level. Payment will be calculated from the date certified by the head of mission as being that on which the employee was first required to perform the duties or part thereof of the higher position.

(2) Except where the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission otherwise authorizes, acting pay shall not be paid to an employee for a period in excess of twelve (12) continuous months.

(3) Acting pay for civilian component employees shall be administered on a basis which takes into account the relevant provisions of the Collective Tariff Agreement, unless the deputy minister of National Defence directs that the provisions of this section shall apply.

4.1.13 Canadian citizens' deductions for Income Tax, Canada Pension Plan, and Unemployment Insurance.

Where a Canadian citizen is appointed as a locally-engaged employee and is subject to Canadian Income Tax, Canada Pension Plan and/or Unemployment Insurance, deductions shall be made from the employee's salary as prescribed by the appropriate authority.

4.1.14 Social security, pension, health and other insurance plan contributions.

Where the Government of Canada and/or an employee are contributing to a national social security plan, and/or a pension, health or other insurance plan, deductions of the required contributions shall be made from the employee's salary.

4.2 Benefits administration

4.2.1 Working days.

Working days do not include:

- (a) Sunday, or such other day as is observed in lieu of Sunday as the weekly day of rest;
- (b) Saturday, or such other day as is observed in lieu of Saturday as a day off, where the hours of work are on the basis of a five-day week; or
- (c) any day authorized as a holiday by the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission pursuant to the authority conferred by section 3.2 of these regulations.

4.2.2 General provisions affecting leave

- (1) All arrangements respecting leave are subject to the operational requirements of the mission.
- (2) In computing periods of leave:
 - (a) "day" means working day, and any day on which the normal working hours are considered to constitute a full working day;
 - (b) "month" means calendar month; and
 - (c) "fiscal year" means from April 1st to March 31st of the following calendar year, inclusive.
- (3) An employee is not entitled to earn or be granted leave with pay during any periods of leave without pay or suspension.
- (4) When an employee dies or otherwise ceases to be employed, an amount equal to the product obtained by multiplying the number of days of earned, unused vacation and compensatory leave by the employee's last daily rate of pay shall be paid to the employee or the estate.

(5) The leave time compensated pursuant to sub-section (4) shall not be counted as "continuous service" for the purpose of calculating separation or pension benefits.

(6) The head of mission may grant an employee leave with or without pay where it is a compensation practice for local employers to grant such leave as determined by the deputy minister, Foreign Affairs and the Canadian Tourism Commission pursuant to the authority conferred by section 3.2 of these regulations.

(7) (c) "Daily rate of pay" means an employee's annual rate of pay:

(i) divided by 260.88 if the work week is five (5) days; or

(ii) divided by 313.06 if the work week is six (6) days.

4.2.3 Portability of benefits

(1) Where an employee is appointed or relocated to another mission in the same country, without a break in service, the original date from which continuous service was established at the former mission shall be used as the date of employment for the purpose of calculating benefits.

(2) Where an employee is appointed or relocated to another mission in a different country, without a break in service, the date of employment for the purpose of calculating benefits, except pensions, shall be at the discretion of the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission.

(3) Where a person employed by a department or agency of the Government of Canada is appointed to a position under these regulations, without a break in service, unexpended leave credits accumulated during this prior employment may be carried forward under these regulations. This sub-section does not apply to foreign service leave credits earned under the provisions of the Foreign Service Directives.

4.2.4 Vacation leave

(1) An employee shall earn vacation leave credits for each calendar month during which pay is received for a least ten (10) days, at a rate established by the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission or the deputy minister of National Defence, as appropriate, pursuant to the authority conferred by section 3.2 of these regulations.

(2) An employee is entitled to vacation leave with pay to the extent of earned credits, but an employee who has completed six (6) months of continuous service may receive an advance of credits equivalent to the anticipated credits for the fiscal year.

(3) In the event of termination of employment for reasons other than death or lay-off, an amount equivalent to the pay received by the employee while on unearned vacation leave shall be recovered from any monies owed the employee.

(4) Subject to sub-section (6), an employee's vacation leave shall be taken in the fiscal year in which it is earned.

(5) Subject to the operational requirements of the mission, the head of mission shall make every reasonable effort to grant an employee's vacation leave in the amount and at such time as the employee may request.

(6) Where in any fiscal year an employee has not been granted all accrued vacation leave credits, the head of mission may authorize the carry-over to the next fiscal year of any unused leave credits, up to a maximum established by the deputy minister, Foreign Affairs or the President of the Canadian Commission or the deputy minister of National Defence, as appropriate, pursuant to the authority conferred by section 3.2 of these regulations.

4.2.5 Authorized holidays

(1) "Authorized holiday" is any holiday which has been designated by the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission or the deputy minister of National Defence, as appropriate, as an authorized holiday with pay for locally-engaged employees pursuant to the authority conferred by section 3.2 of these regulations.

(2) An employee absent without pay on the whole of both the working day immediately preceding and the working day immediately following an authorized holiday is not entitled to pay for the day of rest.

4.2.6 Holiday falling on a day of rest

(1) Unless the head of mission otherwise directs, where a day designated as a holiday coincides with an employee's day of rest, the holiday shall be moved to the first day on which the employee is scheduled to work following the day of rest.

(2) Where a day designated as a holiday for an employee is moved to another day under the provisions of this section:

(a) work performed by the employee on the day from which the holiday was moved shall be considered work performed on a day of rest; and

(b) work performed by the employee on the day to which the holiday was moved shall be considered as work performed on a holiday.

(3) Compensation for work performed on a holiday shall be determined by the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission or the deputy minister of National Defence, as appropriate, pursuant to the authority conferred by section 3.2 of these regulations.

4.2.7 Sick leave

(1) Where the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission has not established sick leave entitlements pursuant to the authority conferred by section 3.2 of these regulations, sick leave shall be governed by this section, subject to the provisions of section 4.2.11.

An employee shall accumulate sick leave credits as follows:

(a) one and one-quarter days per month when on a five-day work week; or

(b) one and one-half days per month when on a six-day work week;

for each calendar month during which pay is received for a least ten days.

(2) An employee shall be granted sick leave with pay during absence from duty because of illness or injury provided that:

(a) the head of mission is satisfied of this condition; and

(b) the necessary sick leave credits are available to cover the period of absence.

(3) Unless the employee is otherwise advised, a signed statement describing the nature of the illness or injury and stating that this illness or injury prevented the performance of the employee's duties, shall be considered, when delivered, as meeting the requirements of sub-section (2)(a) above, if the requested period of leave with pay does not exceed three (3) days. No employee shall be granted more than seven (7) days sick leave with pay in a fiscal year solely on the basis of signed statements.

(4) Unless the employee is otherwise advised, sick leave with pay must be supported by a certificate signed by a qualified medical practitioner when requests cover a period greater than three (3) consecutive days or cover any period, once seven (7) days have been granted in any one (1) fiscal year solely based on statements signed by the employee.

(5) When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of sub-section (2), sick leave with pay may, at the discretion of the head of mission, be granted to an employee:

(a) for a period of up to twenty-five (25) days if a decision on an application for injury-on-duty leave is awaited; or

(b) for a period of up to fifteen (15) days in all other cases, subject to A) the deduction of such advanced leave from any sick leave credits subsequently earned, and, in the event of termination of employment for reasons other than death or lay-off, B) the recovery of the advance from any monies owed the employee.

(6) Where an employee is granted sick leave with pay, and injury-on-duty leave is subsequently approved for the same period, it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.

(7) If an employee becomes ill during a period of paid vacation or compensatory leave, and such illness is supported by a medical certificate, the employee shall be granted sick leave, and vacation or compensatory leave credits shall be restored to the extent of any concurrent sick leave granted.

(8) Where the deputy minister of National Defence has not established sick leave entitlements for civilian component employees pursuant to the authority conferred by section 3.2(5) of these regulations, sick leave shall be governed by this section.

A civilian component employee shall accumulate sick leave credits as follows:

(a) one and one-quarter days per month when on a five-day work week; or

(b) one and one-half days per month when on a six-day work week;

for each calendar month during which pay is received for at least ten (10) days.

(9) Sick leave administration for civilian component employees shall be in accordance with the provisions of this section unless the deputy minister of National Defence directs that it be

established on a basis which takes into account the relevant provisions of the Collective Tariff Agreement.

4.2.8 Maternity leave

(1) Where the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission or the deputy minister of National Defence, as appropriate, has not established maternity leave provisions pursuant to the authority conferred by section 3.2 of these regulations, maternity leave shall be governed by this section.

An employee who becomes pregnant shall, upon request, be granted maternity leave without pay, subject to sub-section (2), for a maximum period of twenty-six (26) weeks.

(2) (a) The head of mission may require an employee requesting maternity leave to submit a medical certificate certifying pregnancy.

(b) An employee who has not commenced maternity leave without pay may elect to use vacation, compensatory or sick leave subject to the relevant provisions applicable for such leave.

(c) An employee shall inform her supervisor in writing of her plans for taking leave due to pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur.

4.2.9 Compensatory Leave

(1) "Compensatory leave" is leave with pay in lieu of cash payment for overtime, and such leave with pay shall be equivalent in value to the cash payment that would otherwise have been made.

(2) At the discretion of the head of the mission, overtime compensation may be in the form of cash or compensatory leave.

4.2.10 Overtime

(1) The rate of compensation for overtime work shall be determined by the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission or the deputy minister of National Defence, as appropriate, pursuant to the authority conferred by section 3.2 of these regulations.

(2) The head of mission may authorize overtime work, when:

(a) the work is performed on the instructions of the supervisor;

(b) the employee concerned is not in a position to control the duration of the overtime; and

(c) the time of arrival and departure for the overtime work is properly recorded.

4.2.11 Compensation for emergency employees.

"Emergency employee" means a person employed for a specified period where additional assistance is required at a mission for emergency work.

(1) Unless the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission otherwise directs, emergency employees are not entitled to separation gratuities, pension benefits or leave benefits, other than vacation leave.

(2) Unless the deputy minister of National Defence otherwise directs, emergency employees are not entitled to separation gratuities, pension benefits or leave benefits, other than vacation leave.

(3) Emergency employees are not entitled to present a grievance under section 5.2 of these regulations.

(4) An emergency employee who is appointed to a position on the establishment without a break in service shall be entitled to benefits excluding pensions from which he or she was excluded during the period of emergency employment under sub-section (1).

(5) Notwithstanding sub-section (4), there shall be no retroactive pay adjustments during the period of emergency employment except for retroactive pay increases.

4.2.12 Worker's compensation

(1) The *Government Employees' Compensation Act* provides coverage for locally-engaged employees where they are not covered by a local workers' compensation plan.

(2) Accidents incurred by employees who are covered by a local workers' compensation plan, to which the Canadian Government contributes, shall be reported to the local authorities. The mission shall provide such additional assistance or information as is necessary to settle the claim.

(3) Accidents incurred by employees who are not covered by a local workers' compensation plan shall be reported to the employing department using the Employer's Report of Accident form.

(4) Where a claim is rejected under a local workers' compensation plan, compensation may not be claimed under the *Government Employees' Compensation Act*.

4.2.13 Injury-on-duty leave

(1) The head of mission may grant injury-on-duty leave with pay to an employee, for such reasonable period as may be determined by the deputy head, if a claim has been made pursuant to the *Government Employees' Compensation Act*, and the relevant authority under the act has notified the deputy head that it has certified that the employee is unable to work because of:

(a) personal injury received in the performance of his or her duties, and not caused by the employee's willful misconduct; or

(b) an industrial illness or a disease arising out of and in the course of employment with the Government of Canada, if the employee agrees to remit to the Receiver General for Canada, any amount received as compensation for loss of pay resulting from or in respect of such injury, illness or disease, provided, however, that such amount does not stem from a personal disability policy in which the employer has not contributed to the premium.

(2) Unless the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission otherwise directs, injury-on-duty leave with pay shall not be granted to employees where the Government of Canada contributes to a local workers' compensation plan.

(3) Unless the deputy minister of National Defence otherwise directs, injury-on-duty leave with pay shall not be granted to civilian component employees where the Government of Canada contributes to a local workers' compensation plan.

(4) In granting injury-on-duty leave with pay, the head of mission shall take into consideration the percentage of pay which is paid by local employers where an employee has been disabled due to an occupational injury or illness.

4.2.14 Medical expense advance

(1) The head of mission may make an advance of funds to an employee for the purpose of paying medical expenses, in those cases where the employee can demonstrate eligibility for reimbursement for personal or dependents' health care expenses.

(2) Such advance shall be repaid immediately following receipt by the employee of payment for the expenses in respect of which the advance was made, or six (6) months from the date of the advance, whichever is earlier.

(3) Where the head of mission is satisfied that exceptional circumstances prevent an employee from paying the advance granted under sub-section (1) within the required period, an extension on all or part of the advance may be authorized until such time as the employee is reimbursed for medical expenses incurred, at which time such advance shall be recovered by the mission.

(4) Such advance is subject to recovery from any monies owed the employee in the event of termination of employment or from the employee's estate in the event of death.

4.2.15 Medical examinations

(1) Within a reasonable time before or after appointment, and at intervals deemed necessary by the head of mission, a person may be required:

(a) to undergo a chest x-ray; and/or

(b) to undergo a medical examination conducted where possible by Health Canada or otherwise by a qualified medical practitioner.

(2) The cost will be borne by the Government of Canada unless payable under a local authority.

(3) The head of mission may approve payment of the necessary expenses of immunizing employees and their dependents against communicable disease provided that:

(a) the immunization is recommended by a competent medical authority; and

(b) such costs are not covered by local law.

4.2.16 Death

(1) In the case of death of an employee, salary for the month of death may be paid to his or her estate where the deputy minister, Foreign Affairs or the President of the Canadian Tourism

Commission does not establish other provisions pursuant to the authority conferred by section 3.2 of these regulations.

(2) In computing payments under sub-section (1), "salary" means the employee's basic rate of pay.

4.2.17 Separation gratuity.

Separation gratuities shall be determined pursuant to the authority conferred by section 3.2 of these regulations.

4.2.18 Benefits for part-time employees.

Part-time employees shall be entitled to the benefits provided under these regulations, excluding pension benefits which are administered according to the relevant pension plan, in the same proportion as their normal weekly hours of work compared with those of full-time employees.

4.3 Compensation records

4.3.1 Pay and benefits records

(1) Pay and benefits records shall be kept by the mission in accordance with such guidelines as the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission may issue.

(2) Pay and benefits records shall be kept by Canadian Forces in Europe for civilian component employees in accordance with such guidelines as the deputy minister of National Defence may issue.

4.3.2 Attendance records

(1) Employees shall be required to register their attendance in such way as determined by the head of mission.

(2) All absences shall be properly recorded and the records retained.

4.3.3 Leave credit records.

A leave account shall be kept for each employee showing the leave credits for vacation, sick and compensatory leave accrued under these regulations.

Part 5 – Staff Relations

Introduction

Sound personnel management calls for a harmonious and mutually beneficial relationship between mission management and locally-engaged staff. This part of the regulations provides procedures by which differences concerning terms and conditions of employment can be settled in an equitable way between employer and employee.

5.1 Discipline

(1) Subject to any enactment of the Treasury Board, the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission may:

(a) establish standards of discipline for employees; and

(b) prescribe, impose, vary or rescind in whole or in part financial and other penalties, including suspension and termination of employment, that may be applied for breaches of discipline or misconduct by employees.

(2) Subject to any enactment of the Treasury Board, the deputy minister of National Defence may:

(a) establish standards of discipline for civilian component employees; and

(b) prescribe, impose, vary or rescind in whole or in part financial and other penalties, including suspension and termination of employment, that may be applied for breaches of discipline or misconduct by civilian component employees.

5.2 Non-disciplinary demotion or termination of employment for cause

(1) Subject to any enactment of the Treasury Board, the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission may provide for the termination of employment, or the demotion to a position that has a lower maximum rate of pay, for reasons other than breaches of discipline or misconduct.

(2) Subject to any enactment of the Treasury Board, the deputy minister of National Defence may provide for the termination of employment, or the demotion to a position that has a lower maximum rate of pay, for reasons other than breaches of discipline or misconduct.

5.3 Grievance procedure

(1) Where an employee considers submitting a grievance as a result of any occurrence or matter affecting terms and conditions of employment, the complaint shall be discussed with the supervisor.

(2) The supervisor shall investigate the problem and advise the employee of the findings and of any remedial action that will be taken or recommended.

(3) Where the complaint has not been dealt with by the supervisor to the employee's satisfaction, the employee may present a grievance in the manner prescribed in:

(a) section 5.3.1 where the grievance is in respect of any occurrence or matter affecting terms and conditions of employment other than a termination of employment, demotion, disciplinary action resulting in financial penalty or suspension initiated by the head of mission; or

(b) section 5.3.2 where the grievance is in respect of a termination of employment, demotion, disciplinary action resulting in financial penalty or suspension initiated by the head of mission; or

(c) section 2.4 where the grievance is in respect of a classification decision affecting the position of the employee.

5.3.1 Procedure governing grievances in respect of any occurrence or matter affecting terms and conditions of employment other than termination of employment, demotion, disciplinary action resulting in financial penalty or suspension initiated by the Head of Mission

- (1) An employee may, within twenty (20) working days of the date of oral or written notification or becoming aware of the action or circumstance giving rise to the grievance, submit in writing to the supervisor a statement describing the facts of the grievance and the corrective action requested.
- (2) The supervisor shall deliver to the employee a receipt stating the date on which the grievance was received and shall immediately forward the grievance to the head of mission.
- (3) Upon receipt of the grievance the head of mission or a senior officer appointed by him shall:
 - (a) conduct a thorough investigation;
 - (b) if requested, arrange a meeting of the employee and/or the employee's representative, who shall also be an employee subject to these regulations, with the person assigned to investigate the grievance;
 - (c) present a formal, signed decision to the employee within thirty (30) working days of the receipt of the grievance; and
 - (d) forward a copy of the detailed report, including the formal decision, to the senior officer of the employing department.
- (4) If there are compelling circumstances, the time limits prescribed in (c) above may be extended for not more than a further thirty (30) working days, provided a written explanation for the delay is given to the employee.
- (5) The decision of the head of mission is final and binding.
- (6) Unless the deputy minister of National Defence otherwise directs, the provisions of this section shall apply to civilian component employees.

5.3.2 Procedure governing grievances in respect of termination of employment, demotion, disciplinary action resulting in financial penalty or suspension initiated by the Head of Mission

- (1) Employee(s) may, within ten (10) working days of the date of notification of termination of employment, demotion or disciplinary action resulting in a financial penalty or suspension, submit in writing to their supervisor a statement describing the facts of the grievance and the corrective action requested.
- (2) The supervisor shall deliver to the employee a receipt stating the date on which the grievance was received and shall immediately forward the grievance to the head of mission.
- (3) Except for grievances presented by civilian component employees and staff engaged by the Canadian Tourism Commission, the head of mission shall forward all documents relevant to the grievance to the deputy minister, Foreign Affairs with copies to the employing department, if applicable, within ten (10) working days of the receipt of the grievance.

(4) The employee shall be advised of the decision in writing within forty-five (45) working days of the receipt of the grievance by the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission; the decision shall be final and binding.

(5) If there are compelling circumstances, the time limits prescribed in (c) above may be extended for not more than a further forty-five (45) working days, provided a written explanation for the delay is given to the employee.

(6) Where an employee presents a grievance in respect of termination of employment or demotion, the position which was formerly held shall remain vacant until the decision is rendered.

(7) The deputy minister of National Defence will establish the grievance process to be used in the case of civilians employed with the Canadian Forces in Europe.

5.4 Conflict of interest

(1) Subject to sub-section (2), all employees will comply with the Conflict of Interest and Post-Employment Code for the Public Service of Canada and will sign a document certifying that they have read and understood this code and that, as a condition of employment, they will observe the code.

(2) Where special circumstances would make it unreasonable or meaningless to have certain employees certify that they have "read and understood" the code material, the head of mission will introduce special arrangements to ascertain that these employees have at least a basic understanding of what the employer expects of them.

(3) Every employee shall conform to the following principles:

(a) employees shall perform their official duties and arrange their private affairs in such a manner that public confidence and trust in the integrity, objectivity and impartiality of government are conserved and enhanced;

(b) employees have an obligation to act in a manner that will bear the closest public scrutiny, an obligation that is not fully discharged by simply acting within the law;

(c) employees shall not have private interests, other than those permitted pursuant to this code, that would be affected particularly or significantly by government actions in which they participate;

(d) on appointment to office, and thereafter, employees shall arrange their private affairs in a manner that will prevent real, potential or apparent conflicts of interest from arising, but if such a conflict does arise between the private interests of an employee and the official duties and responsibilities of that employee, the conflict shall be resolved in favour of the public interest;

(e) employees shall not solicit or accept transfers of economic benefit, other than incidental gifts, customary hospitality or other benefits of nominal value, unless the transfer is pursuant to an enforceable contract or property right of the employee;

(f) employees shall not step out of their official roles to assist private entities or persons in their dealing with the government where this would result in preferential treatment to any person;

(g) employees shall not knowingly take advantage of, or benefit from, information that is obtained in the course of their official duties and responsibilities and that is not generally available to the public;

(h) employees shall not directly or indirectly use, or allow the use of, government property of any kind, including property leased to the government, for anything other than officially approved activities; and

(i) employees shall not act, after they leave public office, in such a manner as to take improper advantage of their previous office.

Part 6 – Monitoring Responsibilities

Introduction

In order that the Treasury Board may assess the effectiveness of the provisions of the Locally-Engaged Staffs' Terms and Conditions Regulations, the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission or the deputy minister of National Defence may be required to provide certain information.

6.1 Monitoring requirements

In order to evaluate the effectiveness of these regulations, heads of mission shall submit reports or analyses pertaining to locally-engaged staff establishment, compensation and benefits at the request of the deputy minister, Foreign Affairs or the President of the Canadian Tourism Commission or the deputy minister of National Defence.

Missions shall retain such records and related documentation as may be necessary to provide comprehensive reports of personnel administration actions affecting locally-engaged staff.

ANNEX E - LES EMPLOYMENT REGULATIONS



CANADA

CONSOLIDATION

CODIFICATION

Locally-Engaged Staff
Employment Regulations

Règlement sur l'embauchage à
l'étranger

SOR/95-152

DORS/95-152

Current to May 9, 2018

À jour au 9 mai 2018

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OFFICIAL STATUS OF CONSOLIDATIONS

Subsections 31(1) and (3) of the *Legislation Revision and Consolidation Act*, in force on June 1, 2009, provide as follows:

Published consolidation is evidence

31 (1) Every copy of a consolidated statute or consolidated regulation published by the Minister under this Act in either print or electronic form is evidence of that statute or regulation and of its contents and every copy purporting to be published by the Minister is deemed to be so published, unless the contrary is shown.

...

Inconsistencies in regulations

(3) In the event of an inconsistency between a consolidated regulation published by the Minister under this Act and the original regulation or a subsequent amendment as registered by the Clerk of the Privy Council under the *Statutory Instruments Act*, the original regulation or amendment prevails to the extent of the inconsistency.

NOTE

This consolidation is current to May 9, 2018. Any amendments that were not in force as of May 9, 2018 are set out at the end of this document under the heading "Amendments Not in Force".

CARACTÈRE OFFICIEL DES CODIFICATIONS

Les paragraphes 31(1) et (3) de la *Loi sur la révision et la codification des textes législatifs*, en vigueur le 1^{er} juin 2009, prévoient ce qui suit :

Codifications comme élément de preuve

31 (1) Tout exemplaire d'une loi codifiée ou d'un règlement codifié, publié par le ministre en vertu de la présente loi sur support papier ou sur support électronique, fait foi de cette loi ou de ce règlement et de son contenu. Tout exemplaire donné comme publié par le ministre est réputé avoir été ainsi publié, sauf preuve contraire.

[...]

Incompatibilité – règlements

(3) Les dispositions du règlement d'origine avec ses modifications subséquentes enregistrées par le greffier du Conseil privé en vertu de la *Loi sur les textes réglementaires* l'emportent sur les dispositions incompatibles du règlement codifié publié par le ministre en vertu de la présente loi.

NOTE

Cette codification est à jour au 9 mai 2018. Toutes modifications qui n'étaient pas en vigueur au 9 mai 2018 sont énoncées à la fin de ce document sous le titre « Modifications non en vigueur ».

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ANNEXE IV

Déclaration d'office et de discrétion

Registration
SOR/95-152 March 21, 1995

PUBLIC SERVICE EMPLOYMENT ACT

Locally-Engaged Staff Employment Regulations

P.C. 1995-465 March 21, 1995

Whereas the Public Service Commission recommends, pursuant to subsection 37(1) of the *Public Service Employment Act*, that the Governor in Council revoke the *Locally-Engaged Staff Employment Regulations*, P.C. 1979-1997 of July 26, 1979*, effective April 1, 1995;

And Whereas the Public Service Commission recommends, pursuant to subsection 37(1) of the *Public Service Employment Act*, that the Governor in Council make, in substitution, the annexed *Regulations respecting the employment of persons engaged locally outside Canada* effective, April 1, 1995;

Therefore, His Excellency the Governor General in Council,

(a) on the recommendation of the Minister of Communications and the Public Service Commission, is pleased hereby, pursuant to subsection 37(1) of the *Public Service Employment Act*, to approve the revocation by the Public Service Commission of the *Locally-Engaged Staff Employment Regulations*, P.C. 1979-1997 of July 26, 1979*, effective April 1, 1995;

(b) on the recommendation of the Minister of Communications and the Public Service Commission, is pleased hereby, pursuant to subsection 37(1) of the *Public Service Employment Act*, to make, in substitution, the annexed *Regulations respecting the employment of persons engaged locally outside Canada*, effective April 1, 1995.

Enregistrement
DORS/95-152 Le 21 mars 1995

LOI SUR L'EMPLOI DANS LA FONCTION PUBLIQUE

Règlement sur l'embauchage à l'étranger

C.P. 1995-465 Le 21 mars 1995

Attendu que la Commission de la fonction publique recommande, en vertu du paragraphe 37(1) de la *Loi sur l'emploi dans la fonction publique*, que le gouverneur en conseil abroge, à compter du 1^{er} avril 1995, le *Règlement sur l'embauchage à l'étranger*, C.P. 1979-1997 du 26 juillet 1979*;

Attendu que la Commission de la fonction publique recommande, en vertu du paragraphe 37(1) de la *Loi sur l'emploi dans la fonction publique*, que le gouverneur en conseil prenne, en remplacement, le *Règlement concernant l'emploi de personnes recrutées sur place hors du Canada*, ci-après, lequel entre en vigueur le 1^{er} avril 1995;

À ces causes,

a) sur recommandation du ministre des Communications et de la Commission de la fonction publique et en vertu du paragraphe 37(1) de la *Loi sur l'emploi dans la fonction publique*, il plaît à Son Excellence le Gouverneur général en conseil d'abroger, à compter du 1^{er} avril 1995, le *Règlement sur l'embauchage à l'étranger*, C.P. 1979-1997 du 26 juillet 1979*;

b) sur recommandation du ministre des Communications et de la Commission de la fonction publique et en vertu du paragraphe 37(1) de la *Loi sur l'emploi dans la fonction publique*, il plaît à Son Excellence le Gouverneur général en conseil de prendre, en remplacement, le *Règlement concernant l'emploi de personnes recrutées sur place hors du Canada*, ci-après, lequel entre en vigueur le 1^{er} avril 1995.

* SOR/79-545, 1979 *Canada Gazette* Part II, p. 2744

* DORS/79-545, *Gazette du Canada* Partie II, 1979, p. 2744

Locally-Engaged Staff Employment Regulations

1 [Repealed, SOR/98-13, s. 2]

Interpretation

2 In these Regulations,

civilian component employee [Repealed, SOR/2002-197, s. 1]

civilian employee means a person who is employed locally under these Regulations and who

(a) is hired in support of the Canadian Forces outside of Canada under the North Atlantic Treaty Organization Status of Forces Agreement or any other bipartite or multipartite agreement,

(b) is not in receipt of allowances under the *Foreign Service Directives* or the *Military Foreign Service Regulations*, and

(c) is not a contributor under Part I of the *Public Service Superannuation Act*; (*employé civil*)

deputy head has the same meaning as in subsection 2(1) of the *Public Service Employment Act*; (*administrateur général*)

Deputy Minister means the Deputy Minister of Foreign Affairs; (*sous-ministre*)

employee means a person, other than a civilian employee, who is employed locally under these Regulations and who is not in receipt of allowances under the *Foreign Service Directives*; (*employé*)

employing department means a department that provides the funds for the position in which a person is employed under these Regulations; (*ministère employeur*)

Head of Mission means the senior officer in charge of a Mission or, in his absence, such person as is authorized to act in his place; (*chef de mission*)

integrated employee means an employee in a position for which the funds are provided by the Department of Foreign Affairs and International Trade; (*employé intégré*)

Règlement sur l'embauchage à l'étranger

1 [Abrogé, DORS/98-13, art. 2]

Définitions

2 Les définitions qui suivent s'appliquent au présent règlement.

administrateur général S'entend au sens du paragraphe 2(1) de la *Loi sur l'emploi dans la fonction publique*. (*deputy head*)

chef de mission L'agent supérieur responsable de la mission ou, en son absence, la personne autorisée à le remplacer. (*Head of Mission*)

employé Une personne autre qu'un employé civil qui est embauchée à l'étranger selon ce règlement et qui ne reçoit pas d'allocation selon les *Directives sur le service extérieur*. (*employee*)

employé civil Une personne embauchée à l'étranger selon ce règlement et qui

a) est engagée au soutien des Forces canadiennes à l'extérieur du Canada selon la Convention de l'Organisation du Traité de l'Atlantique Nord sur le statut des forces ou selon tout autre accord bipartite ou multipartite;

b) ne reçoit pas d'allocation aux termes des *Directives sur le service extérieur* ou du *Règlement sur le Service militaire à l'étranger*;

c) n'est pas un contributeur selon la Partie I de la *Loi sur la pension de la fonction publique*. (*civilian employee*)

employé de l'élément civil [Abrogée, DORS/2002-197, art. 1]

employé intégré Employé qui occupe un poste dont les crédits proviennent du ministère des Affaires étrangères et du Commerce international. (*integrated employee*)

employé non intégré Employé qui occupe un poste dont les crédits proviennent d'un ministère autre que le ministère des Affaires étrangères et du Commerce international. (*non-integrated employee*)

mission means an office of the Government of Canada outside Canada, including an office of the Canadian Forces; (*mission*)

non-integrated employee means an employee in a position for which the funds are provided by a department other than the Department of Foreign Affairs and International Trade; (*employé non intégré*)

transfer means the appointment without competition, that does not result in a change of tenure, of an employee from one position at a Mission to another position at a Mission where

- (a) the other position has a maximum rate of pay no higher than the first position,
- (b) if the positions are at different Missions that use the same classification plan, the classification levels of the two positions are the same, or
- (c) if the positions are at different Missions that use different classification plans, the two Heads of Missions, after examining the statement of duties of the positions, indicate in writing that the duties of the positions are equivalent. (*mutation*)

Under-Secretary [Repealed, SOR/98-13, s. 3]

SOR/98-13, s. 3; SOR/2002-197, ss. 1 to 3.

Delegation of Powers

3 (1) The Deputy Minister may delegate any of the powers, functions or duties of the Deputy Minister under these Regulations to one or more persons under the jurisdiction of the Deputy Minister.

(2) The deputy head of an employing department other than the Department of Foreign Affairs and International Trade may delegate any of the powers, functions or duties of the deputy head under these Regulations to one or more persons under the jurisdiction of the deputy head.

SOR/98-13, s. 4.

Consultation

4 No person may be appointed, rejected, transferred, laid off or subject to revocation of appointment under these Regulations unless

- (a) in the case of a non-integrated employee, the deputy head of the employing department concurs; or

ministère employeur Le ministère qui fournit les crédits pour le poste auquel une personne est nommée en vertu de ce règlement. (*employing department*)

mission Un bureau du gouvernement du Canada situé à l'étranger, y compris un bureau des Forces canadiennes. (*mission*)

mutation La nomination sans concours, n'entraînant pas de changement de la durée d'emploi, d'un employé occupant un poste dans une mission à un autre poste dans une mission :

- a) dont le maximum de l'échelle de traitement n'est pas supérieur à celui du premier poste;
- b) qui, s'il est situé dans une mission différente ayant le même régime de classification, est classé au même niveau que le premier poste;
- c) qui, s'il est situé dans une mission différente ayant un autre régime de classification, est reconnu par écrit par les deux chefs de mission, après examen de l'énoncé des fonctions des deux postes, comme étant équivalent au premier poste. (*transfer*)

sous-ministre Le sous-ministre des Affaires étrangères. (*Deputy Minister*)

sous-secrétaire [Abrogée, DORS/98-13, art. 3]

DORS/98-13, art. 3; DORS/2002-197, art. 1 à 3.

Délégation des pouvoirs

3 (1) Le sous-ministre peut déléguer à une ou plusieurs personnes qui relèvent de lui les pouvoirs et les fonctions que lui confère le présent règlement.

(2) L'administrateur général d'un ministère employeur autre que le ministère des Affaires étrangères et du Commerce international peut déléguer à une ou plusieurs personnes qui relèvent de lui les pouvoirs et les fonctions que lui confère le présent règlement.

DORS/98-13, art. 4.

Consultation

4 Les nominations, les mutations, les mises en disponibilité, les renvois en cours de stage et les révocations de nomination effectués selon ce règlement sont subordonnés

(b) in the case of an integrated employee, the immediate supervisor of the employee has been consulted.

Appointments

5 (1) Subject to subsection (2), the Deputy Minister may employ persons locally at a Mission as employees for a specified period or an indeterminate period in accordance with these Regulations.

(2) A vacant position at a Mission shall be filled by competition, subject to priority appointment given to laid off employees under subsection 11(3) of these Regulations.

(3) Where more than one person is eligible for priority under subsection 11(3), the Deputy Minister shall appoint the most meritorious person.

(4) Where no candidate is found qualified to perform at the full level of a position, an appointment to the position may be made at a lower level.

(5) An employee who is appointed for a specified period ceases to be an employee at the expiration of that period.

(6) Despite subsection (2), the Deputy Minister may authorize the transfer of an employee to another position in a Mission if the employee meets the requirements of the position to be filled using the selection criteria stated in section 7.

SOR/98-13, ss. 5, 9.

Civilian Employees

[SOR/2002-197, s. 4]

6 (1) The Deputy Minister of National Defence may employ persons locally at a Mission as civilian employees for a specified period or an indeterminate period in accordance with these Regulations.

(2) All the powers, functions and duties of the Deputy Minister under these Regulations with respect to employees may be exercised by the Deputy Minister of National Defence with respect to civilian employees.

(3) Any provision applying to employees in these Regulations also applies to civilian employees.

SOR/98-13, s. 6; SOR/2002-197, s. 4.

a) dans le cas d'un employé non intégré, à l'approbation de l'administrateur général du ministère employeur;

b) dans le cas d'un employé intégré, à la consultation du supérieur immédiat de l'employé.

Nominations

5 (1) Sous réserve du paragraphe (2), le sous-ministre peut, selon ce règlement embaucher des personnes à l'étranger à titre d'employés dans une mission, pour une période déterminée ou une durée indéterminée.

(2) Les postes vacants dans une mission sont comblés par voie de concours, sous réserve de la priorité de nomination accordée en vertu du paragraphe 11(3) du présent règlement aux personnes qui ont été mises en disponibilité.

(3) Lorsque plus d'une personne est admissible à la priorité de nomination en vertu du paragraphe 11(3), le sous-ministre nomme la personne la plus méritante.

(4) S'il n'y a aucun candidat jugé apte à occuper le poste à son niveau réel, la nomination peut être faite à un niveau inférieur à celui du poste.

(5) Un employé nommé pour une période déterminée cesse d'être un employé à la fin de cette période.

(6) Malgré le paragraphe (2), le sous-ministre peut autoriser la mutation d'un employé à un autre poste dans une mission, si l'employé satisfait aux exigences de ce poste d'après les critères de sélection visés à l'article 7.

DORS/98-13, art. 5 et 9.

Employés civils

[DORS/2002-197, art. 4]

6 (1) Le sous-ministre de la Défense nationale peut, conformément au présent règlement, embaucher des personnes à titre d'employés civils dans une mission, pour une période déterminée ou une durée indéterminée.

(2) Les pouvoirs et fonctions que le présent règlement confère au sous-ministre à l'égard des employés peuvent être exercés par le sous-ministre de la Défense nationale à l'égard des employés civils.

(3) Les dispositions du présent règlement qui s'appliquent aux employés s'appliquent également aux employés civils.

DORS/98-13, art. 6; DORS/2002-197, art. 4.

6.1 [Repealed, SOR/2002-197, s. 5]

Selection Criteria

7 Where an appointment to a position is to be made by competition, other than an appointment pursuant to section 8 of these Regulations, the most meritorious candidate shall be selected by assessment of candidates in accordance with the requirements of the positions using the following criteria:

- (a) education;
- (b) experience;
- (c) knowledge;
- (d) abilities and skills;
- (e) personal suitability;
- (f) aptitudes; and
- (g) occupational certification.

Emergency Employment

8 (1) Where additional assistance is required at a Mission for emergency work, the Deputy Minister may employ persons for a specified period.

(2) No person shall be employed pursuant to subsection (1) for a continuous period in excess of ninety-two calendar days or for more than one hundred and twenty-five days worked in any year without the approval of the deputy head of the employing department.

(3) Where a person who has been employed pursuant to subsection (1) is subsequently appointed to a position without a break in service, that person shall be deemed to have been appointed to that position from the date of the employment pursuant to subsection (1).

(4) At any time during the specified period referred to in subsection (1), the Deputy Minister may serve written notice on a person employed under that subsection that the person is released effective the next day.

(5) A person who has been served with a notice pursuant to subsection (4) ceases to be an employee the day after receipt of the notice by the employee.

SOR/98-13, s. 9.

6.1 [Abrogé, DORS/2002-197, art. 5]

Critères de sélection

7 Pour une nomination par voie de concours, autre qu'une nomination visée à l'article 8, la sélection des candidats est établie au mérite, selon les exigences du poste à pourvoir, conformément aux critères suivants :

- a) études;
- b) expérience;
- c) connaissances;
- d) capacités et compétences;
- e) qualités personnelles;
- f) aptitudes; et
- g) attestation professionnelle.

Embauchage dans des situations d'urgence

8 (1) Lorsque la mission a besoin d'aide supplémentaire pour exécuter un travail urgent, le sous-ministre peut embaucher des personnes pour une période déterminée.

(2) L'embauche d'une personne selon le paragraphe (1) pour une période continue de plus de quatre-vingt-douze jours civils ou pour une période cumulative totalisant plus de cent vingt-cinq jours de travail au cours d'une année, est subordonné à l'approbation de l'administrateur général du ministère employeur.

(3) Lorsque la personne embauchée selon le paragraphe (1) est ensuite nommée à un poste sans interruption de service, elle est réputée avoir été nommée à ce poste le jour de son embauchage selon le paragraphe (1).

(4) Le sous-ministre peut, au cours de la période visée au paragraphe (1), aviser la personne embauchée en vertu de ce paragraphe qu'elle sera renvoyée le jour qui suit la réception de l'avis.

(5) La personne qui a reçu l'avis prévu au paragraphe (4) cesse d'être un employé le jour qui suit la réception de cet avis.

DORS/98-13, art. 9.

Oaths and Affirmations of Allegiance and Office

9 (1) Every person who is a Canadian citizen shall, prior to being employed under these Regulations, take and subscribe an Oath of Allegiance or Affirmation of Allegiance and an Oath of Office and Secrecy or an Affirmation of Office and Secrecy in the forms set out in Schedules I to IV, whichever are appropriate.

(2) Subject to subsection (3), every person who is not a Canadian citizen shall, prior to being employed under these Regulations, take and subscribe an Oath of Office and Secrecy or an Affirmation of Office and Secrecy in the forms set out in Schedule III or IV, whichever is appropriate.

(3) Where, at any time, the Deputy Minister is satisfied that it is not in the best interests of the Government of Canada that subsection (2) apply to non-Canadian citizens at a Mission, the Deputy Minister may exclude such non-Canadian citizens from the operation of that subsection.

SOR/98-13, s. 9.

Probation

10 (1) Every employee appointed, who was not an employee under these Regulations immediately prior to being appointed, shall be considered to be on probation for a period of twelve months commencing on the date of appointment, excluding any period of leave with or without pay in excess of thirty consecutive working days.

(2) At any time during the probationary period referred to in subsection (1), the Deputy Minister may serve a written notice on the employee that the employee is rejected for cause effective two weeks after the date of receipt by the employee of the notice.

(3) A person who has been served with a notice pursuant to subsection (2), shall cease to be an employee at the end of the notice period.

(4) A period of probation under subsection (1) is not terminated by any appointment of the employee made during the period of probation.

SOR/98-13, s. 9.

Lay-off

11 (1) Where the services of an employee are no longer required by reason of lack of work, the discontinuance of a function or the transfer of work or a function outside a

Serments et déclarations d'allégeance et d'office

9 (1) Un citoyen canadien embauché selon ce règlement doit faire une déclaration ou un serment d'allégeance, et une déclaration ou un serment d'office et de discrétion, selon les formules reproduites aux annexes I à IV.

(2) Sous réserve du paragraphe (3), un citoyen étranger embauché selon ce règlement fait une déclaration ou un serment d'office et de discrétion selon les formules reproduites aux annexes III et IV.

(3) Lorsque le sous-ministre est convaincu qu'il n'est pas dans l'intérêt du gouvernement canadien d'appliquer le paragraphe (2) aux citoyens étrangers embauchés dans une mission, il peut les en dispenser.

DORS/98-13, art. 9.

Stage

10 (1) Tout employé qui lors de sa nomination, n'était pas, immédiatement avant cette nomination, un employé selon le présent règlement est assujéti à une période de stage de douze mois à compter de la date de sa nomination, à l'exclusion de toute période de congé payé ou non payé de plus de trente jours consécutifs.

(2) Pendant la période de stage prévu aux paragraphes (1), le sous-ministre peut aviser par écrit l'employé qu'il sera renvoyé, pour un motif donné, deux semaines après la date de réception de l'avis.

(3) La personne qui a reçu l'avis prévu au paragraphe (2) cesse d'être un employé au terme de la période d'avis.

(4) Une nouvelle nomination n'interrompt pas le stage prévu aux paragraphes (1).

DORS/98-13, art. 9.

Mise en disponibilité

11 (1) Lorsque les services d'un employé ne sont plus nécessaires faute de travail, par suite de la suppression d'une fonction ou à cause de la cession du travail ou de la

Mission, the Deputy Minister shall serve the employee with written notice that the employee is laid off effective on the expiration of

- (a) one month after the date of the receipt of the notice, or
- (b) such period as is required by the law of the country in which the Mission is situated,

whichever period is the greater.

(2) An employee who has been served with a notice pursuant to subsection (1) ceases to be an employee on the expiration of the greater period specified in that subsection.

(3) Subject to subsection (4), an employee appointed for an indeterminate period who has been laid off pursuant to a notice under subsection (1) is entitled, for a period of twelve months following the lay-off, to be appointed, without competition and in priority to all other persons, to a position at the Mission for which, in the opinion of the Deputy Minister, the employee is qualified.

(4) [Repealed, SOR/2002-197, s. 6]

SOR/98-13, ss. 8, 9; SOR/2002-197, s. 6.

Revocation of Appointment

12 Where a person who is being considered for appointment or who has been appointed under these Regulations, is proved on an inquiry to have been concerned in any fraudulent practice, or to have been guilty of any breach of these Regulations with respect to any selection process for appointment held under these Regulations, the Deputy Minister may refuse to consider the person for the appointment or, if the person has been appointed, may revoke the appointment of the person retroactively to the date of the appointment.

SOR/98-13, s. 9.

fonction à l'extérieur de la fonction publique, le sous-ministre doit l'aviser par écrit qu'il sera mis en disponibilité

- a) un mois après la réception de l'avis, ou
- b) à l'expiration du délai prescrit par la loi du pays où est situé la mission,

la période la plus longue étant à retenir.

(2) L'employé visé au paragraphe (1) cesse d'être un employé au terme de la période prévue à ce même paragraphe.

(3) Sous réserve du paragraphe (4), l'employé nommé pour une durée indéterminée qui a reçu l'avis de mise en disponibilité visé au paragraphe (1) a le droit, durant les douze mois suivant sa mise en disponibilité, d'être nommé sans concours et en priorité absolue à un poste de la mission pour lequel le sous-ministre le juge qualifié.

(4) [Abrogé, DORS/2002-197, art. 6]

DORS/98-13, art. 8 et 9; DORS/2002-197, art. 6.

Révocation de nomination

12 Le sous-ministre peut refuser ou annuler rétroactivement la nomination de toute personne employée en vertu de ce règlement dont la preuve indique, après enquête, qu'elle a été impliquée dans une fraude ou la transgression du présent règlement lors d'une procédure de sélection.

DORS/98-13, art. 9.

SCHEDULE I

Oath of Allegiance

I,..... do swear that I will be faithful and bear true allegiance to Her Majesty Queen Elizabeth the Second, Her Heirs and Successors according to law. So help me God.

.....
Signature of Employee

at.....

this day of.....

Sworn and subscribed before me

.....
Signature of Person Administering
Oath

ANNEXE I

Serment d'allégeance

Je..... jure d'être fidèle et de porter allégeance à sa Majesté la Reine Elizabeth Deux, à ses héritiers et à ses successeurs en conformité de la loi. Ainsi Dieu me soit en aide.

.....
(Signature de
l'employé)

à.....

ce..... jour de.....

Déclaré sous serment devant moi

.....
(Signature de la personne faisant prêter le
serment)

SCHEDULE II

Affirmation of Allegiance

I,..... do affirm that I will be faithful and bear true allegiance to Her Majesty Queen Elizabeth the Second, Her Heirs and Successors according to law.

.....
Signature of Employee

at.....

this day of.....

Affirmed and subscribed before me

.....
Signature of Person Administering
Affirmation

ANNEXE II

**Déclaration solennelle
d'allégeance**

Je..... déclare solennellement que je serai fidèle et porterai sincère allégeance à sa Majesté la Reine Elizabeth Deux, à ses héritiers et à ses successeurs en conformité de la loi.

.....
(Signature de
l'employé)

à.....

ce..... jour de.....

Déclaré et souscrit devant moi

.....
(Signature de la personne recevant la
déclaration)

SCHEDULE III

Oath of Office and Secrecy

I,..... solemnly and sincerely swear that I will faithfully and honestly fulfil the duties that devolve upon me by reason of my employment in the Public Service and that I will not, without due authority in that behalf, disclose or make known any matter that comes to my knowledge by reason of such employment. So help me God.

.....
Signature of Employee

at.....

this day of.....

Sworn and subscribed before me

.....
Signature of Person Administering
Oath

ANNEXE III

Serment d'office et de discrétion

Je,..... jure solennellement et sincèrement que je remplirai avec fidélité et honnêteté les fonctions qui m'incombent en raison de mon emploi dans la fonction publique et que, sans y être dûment autorisé, je ne révélerai ou ne ferai connaître rien de ce qui viendra à ma connaissance par suite de cet emploi. Ainsi Dieu me soit en aide.

.....
(Signature de
l'employé)

à.....

ce..... jour de.....

Déclaré sous serment devant moi

.....
(Signature de la personne faisant prêter le
serment)

SCHEDULE IV

Affirmation of Office and Secrecy

I,..... solemnly and sincerely affirm that I will faithfully and honestly fulfil the duties that devolve upon me by reason of my employment in the Public Service and that I will not, without due authority in that behalf, disclose or make known any matter that comes to my knowledge by reason of such employment.

.....
Signature of Employee

at.....

this day of.....

Affirmed and subscribed before me

.....
Signature of Person Administering
Affirmation

ANNEXE IV

Déclaration d'office et de discrétion

Je,..... déclare solennellement et sincèrement que je remplirai avec fidélité et honnêteté les fonctions qui m'incombent en raison de mon emploi dans la fonction publique et que, sans y être dûment autorisé, je ne révélerai ou ne ferai connaître rien de ce qui viendra à ma connaissance par suite de cet emploi.

.....
(Signature de l'employé)

à.....

ce..... jour de.....

Déclaré et souscrit devant moi

.....
(Signature de la personne recevant la déclaration)