



FAQ Acting Executive (EX) Position

Situation:

I currently hold a non-EX position and I am being asked to replace someone in an executive (EX) position on an acting basis.

1) Will I be entitled to receive acting pay?

Insofar as the salary of your substantive level does not exceed the salary of the EX position you are being asked to assume, the employer will give you acting pay. A qualifying period for the payment of acting pay is set out in your collective agreement. Once that condition has been met, the Treasury Board directives on Executive Compensation and on Terms and Conditions of Employment will apply, with certain restrictions.

2) How much acting pay will I receive?

To find out the exact amount of your acting pay, you must ask your employer to specify it. Unlike the rules governing acting pay for non-Ex positions, the administrator has a bit more discretionary authority when it comes to executive positions. As a general rule, the non-executive's substantive salary will be increased by 5% of the salary maximum of the executive position (without exceeding it). In exceptional circumstances, however, a salary increase of up to 10% of the salary maximum of the executive position (without exceeding that maximum) can be authorized.

According to the Treasury Board Directive on Executive Compensation, the amount of the increase is determined by considering such factors as:

*“a. internal salary relativities, i.e., the relationship of the proposed salary to that of immediate managers, subordinates and peers,
b. requirement to relocate in cases of employer-initiated relocation (within Canada only), i.e., regional economic differences,
c. any automatic salary revisions that would have been granted to the executive in the former position during the balance of the calendar year in which the appointment occurs,*

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*d.the position of the salary in the new range so as to leave room for future in-range salary movement, and
e.shortage of skills.”*

3) What terms and conditions of employment will apply?

While you are acting in an EX position, your terms and conditions of employment will remain those set out in the collective agreement governing your substantive level (substantive position), with the following notable exception set out in section 6.8.2 of the Directive on Terms and Conditions of Employment:

“A person acting in an executive position remains subject to the non-remunerative provisions of the relevant collective agreement or terms and conditions of employment governing his or her substantive level **except that he or she is not entitled to overtime, call-back, reporting pay, stand-by, shift premiums, travelling time or any other form of cash compensation which is dependent upon a person completing a specified number of hours in a normal workweek.**” (emphasis added)

4) Will I be entitled to receive overtime pay?

No. A non-executive acting in an EX position is not entitled to overtime pay.

5) Will I be entitled to salary increments?

You are eligible to receive salary increments as well as any salary range revisions, even retroactive ones, applicable to your substantive level. Whenever such increases occur, the acting salary will be recalculated and any resulting increase in acting pay will be applied, so long as your substantive salary remains less than the salary maximum of the executive position.

6) What’s the difference between an acting appointment and acting pay?

The Treasury Board Directive on Terms and Conditions of Employment defines these two concepts as follows:

“Acting appointment (nomination intérimaire): Is the situation where a person is required to substantially perform the duties of a higher classification level for at least the qualifying period specified in the relevant

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

Acting pay (rémunération d'intérim): Is the pay a person receives when required to substantially perform the duties of a higher classification level provided that the person meets the minimum qualifying period specified in the relevant collective agreement or terms and conditions of employment applicable to the person's substantive level." (emphasis added)

References:

Directive on Executive Compensation

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?section=text&id=14220>

Directive on Terms and Conditions of Employment

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?section=text&id=15772#secA.5>

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