HRPOL Chapter 21: Domestic Relocation

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APPLICATION

- 21.1 This policy applies to employees appointed to Category II positions located in Canada.
- 21.2 This policy does not apply to:
 - employees being relocated from Canada to an OUTCAN location or vice versa. The NPF OUTCAN Relocation and Foreign Service Benefits Policy applies in those situations; and
 - b. employees employed in Deployed Operations. The terms and conditions of employment are outlined in their Fixed Term Employment Contract.

APPROVAL AUTHORITY

Chief Executive Officer (CEO) or delegate

OPI

Chief Human Resources Officer (CHRO)

ENQUIRIES

21.3 All inquiries on the interpretation and application of this policy are to be directed to the HRM or the RMHR and when required, forwarded to the OPI.

DEFINITIONS

21.4 The following vocabulary is used throughout this policy:

<u>Domestic Relocation Benefits</u> (Avantages liés à la réinstallation au Canada): refers to the relocation benefits provided by NPF to an employee living in Canada who is relocated within Canada in order to work in an NPF position at another location.

<u>Dependant</u> (Personne à charge): for the purposes of Domestic Relocation only, a dependant refers to the following family members of the employee who reside fulltime with the employee at the employee's primary residence and will be relocating with the employee:

- a. spouse, including common-law partner;
- b. child, including foster children and children of a spouse or common-law partner who is either;
 - i. under the age of 18; or
 - ii. under the age of 25 and in fulltime attendance at a school or other educational institution that provides training or instruction of an educational, professional, vocational or technical nature; or

- iii. dependant by reason of mental or physical disability.
- c. other family members who are legally dependant on the employee for support because they are either:
 - i. under the age of 18; or
 - ii. dependant by reason of mental or physical disability

<u>Employee</u> (Employé): for the purposes of Domestic Relocation only, an employee refers to existing NPF employees and external individuals who are newly hired to fill a Category II position in another location in Canada.

POLICY OBJECTIVE

- 21.5 The objective of this policy is to:
 - a. provide a framework for the provision of domestic relocation benefits;
 - b. outline roles, responsibilities and administration requirements relating to the provision of domestic relocation benefits; and
 - c. ensure the provisions of the domestic relocation benefits meets business and human resource needs.

GENERAL POLICY

- 21.6 It is the policy of the organization to provide domestic relocation benefits to encourage mobility and assist with relocation when required to meet the organization's Talent Acquisition needs or to reduce the impact of involuntary relocations.
- 21.7 There are two types of domestic relocation within the organization:
 - a. involuntary relocation; and
 - b. voluntary relocation

INVOLUNTARY RELOCATION

- 21.8 Involuntary relocation occurs when:
 - a. The Employer initiates a transfer of an indeterminate Category II position from one location in Canada to another location that is at least 40 km away from the original work location and the incumbent of that position either accepts to move to the new location of their substantive position or is appointed to an alternate indeterminate Category II position at another location in Canada during the notice period without a break in service; or
 - b. The Employer eliminates an indeterminate Category II position in Canada and the incumbent of that position is appointed to an alternate indeterminate Category II position at another location in Canada during the notice period without a break in service.

AUTHORIZING INVOLUNTARY DOMESTIC RELOCATION BENEFITS

21.9 Domestic relocation benefits are automatically authorized when employees accept to be involuntarily relocated as outlined in para 21.8 above.

VOLUNTARY RELOCATION

21.10 Voluntary relocation occurs when a person is selected for a position for which relocation benefits are provided or when an NPF employee residing in Canada is appointed to a position in another location in Canada. For greater certainty, any relocation that does not meet the provisions of para 21.8 shall be deemed to be a voluntary relocation. In the case of voluntary relocations, employees may only be eligible for the domestic relocation benefits outlined in this policy if they are authorized in advance of the appointment process as outlined in paragraph 21.11 of this policy

Newly hired employees are not deemed to be employees until the start of their employment with NPF and therefore will not be entitled to pay during any relocation activities that may start prior to their employment start date. Newly hired employees are eligible to request claim advance, submit and be reimbursed for any eligible expenses related to their relocation, after their relocation entitlements has been approved, prior to their employment start date at the NPF location.

AUTHORIZATION OF VOLUNTARY RELOCATION BENEFITS

- 21.11 Prior to commencing a Talent Acquisition process for an indeterminate Category II position, the Division Head may authorize the provision of domestic relocation benefits for that specific appointment process if he/she determines that such benefits are necessary to meet the organization's Talent Acquisition needs. The Division Head may also establish conditions relating to the eligibility for the domestic relocation benefits. Factors that may be considered when determining whether domestic relocation benefits will be provided include:
 - a. the organization's strategic goals and objectives as well as its current and future operational requirements;
 - b. the organization's current and future Talent needs for that position, work unit and/or Division;
 - c. the ability to attract and retain qualified candidates for that position in that location; and
 - d. the Division's Talent Management strategies, including those relating to Talent Acquisition and Talent Development.
- 21.12 If a Division Head authorizes the provision of domestic relocation benefits, this information, along with any caveats, will be outlined in the job poster during the recruitment phase, if applicable.
- 21.13 The following are examples of the caveats that can be included when domestic relocation benefits are authorized:
 - a. The successful candidate may be eligible for relocation benefits;
 - b. If there are no qualified local candidates, the successful candidate may be eligible for relocation benefits; or
 - c. If there are no qualified local candidates, internal candidates may be eligible for relocation benefits.

ELIGIBILITY FOR RELOCATION BENEFITS

- 21.14 In order to be eligible for any authorized domestic relocation benefits, the employee who is appointed to an NPF position in another location in Canada must:
 - a. relocate their primary residence at least 40 km closer to the new work location; and
 - b. must commit to work for NPF in that location for a minimum period of 3 years.
- 21.15 Employees who accept an appointment to a position where relocation benefits were

authorized are not eligible for relocation benefits if:

- a. the employee's spouse or common-law partner is employed with another organization and is eligible to claim relocation benefits through their employment for the same relocation; or
- b. the employee accepts an appointment to another NPF position at the new location prior to the relocation, unless the relocation benefits were authorized for the subsequent position as well.
- 21.16 When an employee is authorized and eligible for domestic relocation benefits, their eligibility and the maximum funding envelope for their relocation will be established in advance of the relocation and documented by the parties in writing by completing and signing the Relocation Expenses Agreement. Normally, this will occur at the time of the appointment or confirmation of the employee's acceptance to be involuntarily relocated, as applicable.
- 21.17 The maximum funding envelope for the employee's relocation is a percentage of the maximum of the pay band of the employee's position upon relocation. It will be determined using the funding formula established by the CEO or Delegate in effect at the time that the Relocation Expense Agreement is completed. When determining the funding formula, the CEO or Delegate may take into consideration factors such as:
 - a. whether the relocation is voluntary or involuntary;
 - b. the number of the dependents being relocated;
 - c. the distance of the relocation; and
 - d. whether the employee is a homeowner who is selling and buying their primary residence as part of their relocation.

ELIGIBLE RELOCATION EXPENSES

- 21.18 The relocation benefits shall only cover the employee's legitimate expenses and must not open the way for personal gain or for the underwriting of extravagances. An employee who is eligible and authorized for relocation benefits may claim a number of relocation expenses that are directly attributable to the relocation, clearly reasonable and justifiable provided that these do not upgrade the financial position of the employee and that the total cost of their domestic relocation benefits do not exceed the maximum funding envelope for their relocation.
- 21.19 The following are examples of things that may be included in eligible expenses:
 - a. reasonable costs relating to a House Hunting or House Inspection trip;
 - b. reasonable relocation travel expenses for the employee and his/her dependents as per NPP Travel Directives;
 - c. temporary accommodation costs;
 - d. costs relating to the packing, shipping, and unpacking of Household Goods and Effects;
 - e. charges and fees to disconnect or connect utility services or electrical equipment;
 - f. fees to cancel leases;
 - g. fees to transfer driver's licences, health cards or government identification;
 - h. fees related to the sale and purchase of primary residence (e.g. real estate commission, notarial or legal fees, land and transfer taxes, and mortgage discharge penalties); and
 - i. fees relating to automobile licenses and inspections, if the employee owned a vehicle prior to the relocation.

21.20 Additional information on the Eligible Relocation Expenses can be found in Annex A of this policy and the Relocation Guide for Managers and Employees.

ADVANCE REQUESTS

- 21.21 A claim advance can be requested by the Employee for the following items:
 - a. HHT/HIT: up to seventy percent (70%) of the HHT/HIT expected eligible expenses;
 - b. Cost related to packing, shipping and unpacking of furniture and effects as per 21.19 d: up to the full amount of moving expenses quote by moving company upon submission of appropriate quote;
 - c. Fees related to sell and purchase of primary residence as per 21.19 h: up to seventy percent (70%) of expected eligible expenses;

The employee agrees to have the amount of the advance deducted from the claim amount;

In the event that the employee receives more advance than the total amount of the claim, the employee will be in debt to the Employer for the amount over advanced.

SUBMITTING RELOCATION EXPENSE CLAIMS

21.22 The Employee will not be eligible to claim any relocation expenses until the parties have signed the Relocation Expense Agreement.

EXPENSE CLAIMS

- 21.23 An employee claiming relocation expenses must submit a detailed and itemized account using the Relocation Expense Claim form.
- 21.24 Reimbursements will be based on reasonable and actual relocation expenses in keeping within the provisions of this policy, the <u>NPP Travel Directive</u> and the Relocation Guide for Managers and Employees.
- 21.25 With the exception of meal allowances, kilometric allowances and incidentals outlined in Annex A of this policy, all claims for reimbursement must be supported by receipts. Photocopies or scanned copies of receipts are acceptable.
- 21.26 Any relocation expenses paid directly by the Employer (i.e. plane tickets) must be recorded on the Relocation Expense Claim form and deducted from the maximum relocation envelope entitlement and the amount payable to the employee prior to finalizing the claim.
- 21.27 An employee may either:
 - a. Wait until their entire relocation is complete and then submit a single claim for all of their relocation expenses; or
 - b. May submit their relocation expenses using a maximum of three (3) separate claims:
 - i. After the HHT/HIT is complete;
 - ii. After the employee's move and shipment of household goods and effects is completed; and
 - iii. After the sale and purchase of the employee's primary residence, if applicable, is complete.
 - c. If an employee submits multiple/interim relocation claims, any previously claimed expenses must be recorded on future Relocation Expense Claim forms and deducted from the maximum relocation envelope and the amount payable to the employee.

- 21.28 If an employee is a homeowner and submits any interim relocation claims prior to the sale and purchase of their primary residence, the maximum amount for which they can seek reimbursement for the interim claims is the basic maximum relocation envelope which does not include the selling and purchasing of their primary residence.
- 21.29 Claims shall be reviewed and verified by the employee's manager and then submitted to the Manager with the Delegated Authority for final review and verification and then submitted to the Division Head for approval. Approved claims must be sent to the Finance Division for processing. The Manager who submits the claim to the Finance Division must also forward a copy to the Talent Programs Office at talent@cfmws.com for recording and retention.
- 21.30 All unused funds in the maximum relocation envelope will remain with the organization.

INCOME TAX AND TAXABLE BENEFITS

- 21.31 Relocation expenses that are not reimbursed by the organization are the responsibility of the employee. They may be expenses eligible to be claimed when filing income tax returns, as allowed by the <u>Canada Revenue Agency (CRA)</u>.
- 21.32 Relocation benefits may be subject of an audit by CRA who can deem relocation benefits provided by NPF to be taxable benefits. In the event NPF provides relocation benefits that are a taxable benefit as defined by CRA, a T4, tax information slip or Relevé 1 must be issued to the employee. It is the employee's responsibility to keep receipts and adequate records to substantiate any expense in the event of an audit by the CRA.

TIME LIMITS

21.33 Employees who are authorized and eligible to claim relocation benefits must submit their claims within two (2) years of the date that the Relocation Expense Agreement was signed. In exceptional circumstances, the Division Head may grant the employee an extension in writing.

TRAVEL TO NEW LOCATION

21.34 Commercial transportation arrangements are to be made through the CFMWS Travel Section. Unless otherwise approved by the Division Head or Delegate, an employee is expected to effect his/her relocation within a reasonable amount of time and report to work at the new location on the first work day following the date of their arrival at the new location. Any leave taken in conjunction with the relocation must be approved in accordance with the Leave Policy and the Delegation of HR Authority.

START DATE IN THE POSITION AT THE NEW LOCATION

21.35 Normally, the employee's start date in the position at the new location should coincide with their arrival at the new location as outlined in para 21.31. In the event that the Employer allows the dates to not coincide, the Division Head or Delegate must specify the employee's start date and relocation date in writing. In that event, the employee's work location prior to the relocation date shall be their former location. Their work location following their relocation date shall be the new location. In the event the employee is required to travel between the locations for work during the interim period, they may be entitled to claim expenses in accordance with the NPP Travel Directive.

EMPLOYER INITIATED CANCELLATION OF RELOCATION

- 21.36 In the event the Employer must cancel the relocation, the employee shall be reimbursed for expenses incurred prior to the cancellation.
- 21.37 Upon official notification of cancellation, it is the responsibility of the employee to terminate any arrangements in progress.

APPOINTMENT TO A POSITION AT A NEW LOCATION

- 21.38 An employee who receives Domestic Relocation benefits must provide NPF with a minimum of 3 years of service in the location to which they were relocated. In the event the employee is appointed to an NPF position at another location or their employment ends for any reason except no-fault administrative reasons prior to completing the 3 years of service at that location, the employee will be required to repay the relocation expenses as outlined in para 21.37.
- 21.39 In exceptional circumstances, the Division Head may allow an employee to complete the 3 year service commitment at another location than the one to which they were relocated if they feel such an exception is necessary to meet the Division's Talent Acquisition needs. In that event, the employee will be required to complete the remainder of their service requirement at the subsequent location. If the employee is entitled and eligible to domestic relocation benefits for their move to the subsequent location, the remaining service requirement for the first relocation will be added to the service requirement for the subsequent relocation and will be outlined in the new Relocation Expense Agreement.

REPAYMENT OF RELOCATION EXPENSES LOCATION

21.40 In the event that an employee fails to fulfill the terms of the Relocation Expense Agreement, they shall be indebted to the Employer and will repay the expenses for the period not served as determined as follows:

Total amount of relocation expenses reimbursed or provided to the employee Percentage of remaining period* to be workedfollowing the employment start date

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Total amount indebted to the Employer

*numbers of months left to complete since start date divided by total number of months of the contract.

AUTHORITIES

21.41 The levels of accountability are as follows:

- a. CHRO is responsible for:
 - i. monitoring the application of this policy.
- b. Division Heads are responsible for:
 - i. ensuring compliance with this policy;
 - ii. authorizing the provision of voluntary relocation benefits; and
 - iii. approving relocation entitlements and final relocation expense claims.

- c. Relocation Examining Authorities are responsible for:
 - i. administering the relocation policy;
 - ii. ensuring Relocation Expense Agreements are signed and sent to the HR Office for retention on the employee file prior to the approval of relocation claims; and
 - iii. approving relocation claim advances requests;
 - iv. approving the itinerary of relocation; and
 - v. reviewing, verifying and recommending the approval of the relocation claims in accordance with this policy and submitting them for approval.
- d. Managers are responsible for:
 - i. understanding and administering the relocation policy,
 - ii. ensuring Relocation Expense Agreements are signed prior to the submission of relocation claims for approval; and
 - iii. reviewing the Itinerary of Relocation Travel and relocation expenses and making recommendations for approval of relocation claims as appropriate.
- e. Employees are responsible for:
 - i. providing appropriate and substantiated relocation claims supported by receipts; and
 - ii. adhering to the terms and conditions of this policy;
- f. HRMs and RMHRs are responsible for:
 - i. providing guidance to managers and employees on the application of this policy and the approval of relocation claims; and
- g. The Talent Programs Office is responsible for:
 - i. providing guidance to managers and HR personnel regarding this policy; and
 - ii. monitoring the application of this policy as well as keeping track of commitments, expenditures and requests for reimbursement.
- h. The appropriate NPP Accounting Office is responsible for:
 - i. processing the payment of approved relocation claims.

REFERENCES

21.42 The following legislation is relevant to the content of this policy:

- Income Tax Act
- 21.43 The following documents should be read in conjunction with this policy:
 - Talent Acquisition policy
 - Relocation Guide for Managers and Employees

ANNEXES AND APPENDICES

21.44 The attachment listed below is part of the present policy:

• Annex A – Eligible Expenses for House Hunting/House Inspection Trip, Relocation Travel and Interim Accommodation

ELIGIBLE EXPENSES FOR HOUSE HUNTING TRIP, HOUSE INSPECTION TRIP, RELOCATION TRAVEL AND INTERIM ACCOMODATION

Within the maximum relocation funding envelope, an employee may claim expenses for Travel, Transportation, Accommodations, Meals and Incidentals incurred as part of their relocation, subject to the provisions listed in this Annex.

21.A.1 HOUSE-HUNTING TRIP (HHT) AND HOUSE-INSPECTION TRIP (HIT)

- a. An employee who must acquire their primary residence at the new location may claim expenses relating to one (1) HHT for themselves, their spouse or both, of a maximum duration of seven (7) days and six (6) nights, including travel time;
- b. An employee who is going to occupy or re-occupy a residence they acquired prior to their offer of employment at the new location cannot claim an HHT but may claim the expenses relating to one (1) HIT for themselves or their spouse, but not both, of a maximum duration of four (4) days and three (3) nights ;
- c. The travel, transportation, accommodations and meals for an HHT or an HIT must be done in accordance with the <u>NPP Travel Directive</u> and the <u>Accommodation and Car</u> <u>Rental Directory</u>. Only the employee (not the spouse) on an HHT or HIT can claim incidentals outlined in the NPP Travel Directive;
- d. An employee who is a single parent or whose spouse accompanies them on the HHT/HIT may claim incurred dependant care expenses as outlined in the NPP Travel Directive for a maximum of seven (7) days and six (6) nights subject to the following provisions:
 - i. the dependents must be under the age of 18 years and reside permanently with the employee; and
 - ii. Incurred childcare expenses exclude the costs associated with the employee's normal child-care arrangements for those dependents.

21.A.2 RELOCATION TRAVEL FROM CURRENT WORK LOCATION TO NEW WORK LOCATION

- a. The employee is expected to use the most direct and economical route by air or land, as per the <u>NPP Travel Directive</u>, to travel from the employee's present location to the employee's next location;
- b. if an employee chooses to make travel arrangements that extend the distance or duration of their travel beyond what is the most direct and economical route, the employee will not be able to claim any additional expenses, including those relating to travel, transportation, accommodation, meals or incidentals, resulting from the extension of their travel;
- c. if an employee chooses to make travel arrangements in excess of those outlined in the NPP Travel Directive, the employee shall only be able to claim the costs outlined in the NPP Travel Directive and shall be responsible for the cost difference;

21.A.3 ACCOMMODATIONS, MEALS, AND INCIDENTALS DURING RELOCATION TRAVEL AND INTERIM ACCOMMODATIONS

- a. The employee may claim reimbursement of expenses for commercial accommodations, as outlined in the <u>NPP Travel Directive</u> and the <u>Accommodation and</u> <u>Car Rental Directory</u>, for themselves and their dependents subject to the following provisions:
 - i. The employee can only claim one (1) room for themselves and their spouse;
 - ii. For dependent children of the same sex or who are under the age of twelve (12), the employee may only claim one (1) room per two (2) dependent children.
- b. The employee may claim reimbursement of expenses for meals, as outlined in the NPP Travel Directive, for themselves and their dependents, subject to the following provisions:
 - i. For dependents under the age of thirteen (13), the meal allowance is half the normal meal rate; and
 - ii. During interim accommodations, the employee may only claim meal allowances for a maximum of ten (10) days.
- c. Only the employee on relocation travel may claim incidentals outlined in the NPP Travel <u>NPP Travel Directive</u>Directive for themselves for a maximum of ten (10) days;
- d. The employee shall be responsible for all other expenses relating to their travel, transportation, accommodations, meals and incidentals associated with their relocation.