

Post Employment Compliance Code for Defence Construction (1951) Limited

Objective

1. The Post-employment Compliance Code for Defence Construction (1951) Limited are designed to minimize, without unduly restricting former employees in seeking employment, the possibilities of
 - (a) allowing prospects of outside employment to create a real, potential or apparent conflict of interest for employees while working for Defence Construction (1951) Limited;
 - (b) obtaining preferential treatment or privileged access to Defence Construction (1951) Limited or other arms of government after leaving employment with the Company
 - (c) taking personal advantage of information obtained in the course of work-related duties and responsibilities until it has become generally available to the public; and
 - (d) employees using their positions or offices at Defence Construction (1951) Limited to unfair advantage in obtaining opportunities for outside employment.

Application

2. This Post-Employment Compliance Code applies to all employees who are members of the Management Group. The Board of Directors may stipulate, on the recommendation of the President that employees in other positions are subject to these measures as well, where the position involves duties and responsibilities that raise post-employment concerns.
3. In special circumstances, the Board of Directors may, on the recommendation of the President, exclude positions from the application of sections 6 and 7 of this Code. Such provisions would include those where, in the public interest, certain knowledge and skills should be transferred rapidly from Defence Construction (1951) Limited to private and other government sectors.

Before Leaving Employment

4. Employees should not allow themselves to be influenced in the pursuit of their work-related duties and responsibilities by plans for, or offers of, outside employment.

Employees must disclose in writing to the President, all firm offers of employment that could place the employee in a conflict of interest situation, and must disclose immediately the acceptance of any offer.

5. Where the President determines that the employee is engaged in significant work-related dealings with the future employer, the employee shall be assigned to other duties and responsibilities as soon as possible. The period of time spent working for Defence Construction (1951) Limited following such an assignment shall be counted toward the limitation period on employment as described below.

AFTER LEAVING EMPLOYMENT

Prohibited Activities

6. At no time shall a former employee act for or on behalf of any person, commercial entity, association or union in connection with any specific ongoing proceeding, transaction, negotiation or case to which Defence Construction (1951) Limited is a party:

(a) in respect of which the former employee acted for or advised Defence Construction (1951) Limited; and/or

(b) which would result in the conferring of a benefit not for general application or of a purely commercial or private nature.

Limitation Period

7. Former employees shall not, within a period of one year after leaving employment:

(a) accept appointment to a board of directors of, or employment with, an entity with which they had significant work-related dealings during the period of one year immediately prior to the termination of their employment with Defence Construction (1951) Limited;

(b) make representations for or on behalf of any other person or entity to any department with which they had significant official dealings during the period of one year immediately prior to the termination of their service; or

(c) give counsel, for the commercial purposes of the recipient of the counsel, concerning the programs or policies of Defence Construction (1951) Limited, or of any arm of government with which they had a direct and substantial relationship during the period of one year immediately prior to the termination of their employment.

Reduction of Limitation Period

8. On application from an employee or former employee, the Board of Directors may reduce the limitation period on employment. Decisions to reduce the limitation period will be made taking into consideration:

(a) the circumstances under which the termination of employment occurred;

(b) the general employment prospects of the employee or former employee making the application;

(c) the significance to Defence Construction (1951) Limited of information possessed by the employee or former employee by virtue of that employee's position in Defence Construction (1951) Limited;

(d) the desirability of a rapid transfer from Defence Construction (1951) Limited, to private or governmental sectors, of the employee's or former employee's knowledge and skills;

(e) the degree to which the new employer might gain unfair commercial advantage by hiring the employee or former employee;

(f) the authority and influence possessed while employed by Defence Construction (1951) Limited; and

(g) the disposition of other cases.

9. Decisions made by the Board of Directors will be conveyed, in writing, to the applicant.

Advisory Panels

10. The Board of Directors may convene advisory panels to advise on the application of the compliance measures in particular cases, and to help employees or former employees understand how the compliance measures apply in their particular cases.

Exit Arrangements

11. Prior to an employee's official separation from Defence Construction (1951) Limited, the President will communicate with the employee to review the post-employment requirements in order to facilitate their observance.

Reconsideration

12. An employee or former employee may apply to the Board of Directors of Defence Construction (1951) Limited for reconsideration of any determination respecting his

or her compliance with the post-employment measures.

Failure to Comply

13. An employee who does not comply with the measures set out in this Part is subject to appropriate disciplinary action up to and including discharge.

COMPLIANCE MEASURES FOR PUBLIC OFFICE HOLDERS WHO ARE NOT SUBJECT TO THIS CODE

COMPLIANCE MEASURES

Interchange Canada

14. Before entering into an Interchange Canada agreement, or any other secondment agreement other than with an arm of the federal government, to accept a person on assignment, the parties to the agreement shall satisfy themselves that there is no risk of conflict of interest or that the risk of conflict of interest is not significant. If the parties determine that the risk of conflict of interest is significant, the parties shall make such provisions as are necessary to prevent the conflict of interest from arising.

15. Persons undertaking employment with Defence Construction (1951) Limited on an Interchange Canada assignment or on an assignment pursuant to any other secondment agreement other than with an arm of the federal government, shall not act, after they leave such employment, in such a manner as to take improper advantage of that employment.