



SUMMARY OF TENTATIVE AGREEMENT

between CAPE and the OPBO

The bargaining team representing the Canadian Association of Professional Employees (CAPE) and the Office of the Parliamentary Budget Officer (OPBO) conducted collective bargaining commencing on August 4, 2021 and culminating on November 2, 2021 with a tentative agreement for the renewal of the collective agreement that expired on September 20, 2021.

The tentative agreement is conditional on ratification by the members of the CAPE OPBO bargaining unit.

The following is a summary of the tentative agreement reached between the parties.

PAY INCREASES AND OTHER COMPENSATION

Rates of pay and duration:

The parties agreed to the following wage increases over a 4-year collective agreement:

Effective September 21, 2021 - 2.10%

Effective September 21, 2022 - 2.10%

Effective September 21, 2023 - 2.10%

Effective September 21, 2024 - 2.10%

Signing bonus:

All members of the bargaining unit on the date of ratification will be entitled to a one thousand dollar (\$1000) signing bonus to be paid within three months of the ratification vote having taken place.

Bilingualism bonus:

The parties agree that in the event any Federal Public Service bargaining unit negotiates improvements to the rate of compensation for the bilingualism bonus, the parties will re-open the collective agreement in order to negotiate the same change to the collective agreement.

OTHER CHANGES

Working conditions:

Teleworking: The agreement is amended to refer specifically to the ability to “telework” versus the previous language that referred to the ability to “work at home on an occasional basis”. Although the ability to telework remains at the discretion of the Employer, a letter of assurance is provided detailing the factors that the Employer will consider when reviewing requests for telework and that these requests will not be unreasonably denied (see in Appendix 1).

Protection against electronic surveillance: Introduction of a new article wherein the Employer recognizes the importance of preserving a reasonable expectation of privacy for employees while they are working, as well as preserving human involvement in workplace decisions directly affecting employees. In addition, the Employer is to provide notice to the Association if any electronic surveillance is utilized.

Technological change: The notice period for the Employer to advise of any major technological change in equipment has been increased from 2 months to 4 months and the Employer shall consult the Association within 30 days after having provided that notice. The notice shall include the reason, the date, the number of affected employees by the technological change and the impact of such change on terms and conditions or security of employees.

Career development:

Attendance at Conferences and Conventions: Expanded to include attendance at conferences and conventions related to a field of specialization or for the purposes of career development and training in areas that are not directly linked to an employee’s position, subject to budgetary and operational constraints.

Reimbursement of Membership Fees: Expanded the reimbursement of membership fees to cover professional membership or registration fees which are reasonably related to the performance of an employee's position as opposed to being a requirement for the continuation of the performance of the duties of his/her position.

Leaves:

Bereavement Leave: Expanded the definition of immediate family to include parents of a common-law partner.

Leave with Pay for Family-Related Responsibilities: Expanded the definition of family to include parents-in-law, son-in-law and daughter-in-law.

Domestic Violence Leave: Introduction of a new 10 day leave with pay for employees who are the subject of domestic violence or are the parent of a child who is subject to domestic violence and the terms that govern this leave.

Designated Paid Holidays: Inclusion of the new National Day for Truth and Reconciliation in the collective agreement.

Maternity & Parental Leaves and Allowances: The parties agree that in the event any other Parliamentary or Federal Public Service bargaining unit negotiate improvements of the same nature as proposed by CAPE, the parties will re-open the collective agreement in order to negotiate the same change to the collective agreement. The said CAPE proposals are (1) an increased rate of payments for leave periods prior to and post eligibility for EI payments (from 55.8% to 93% of wages); and (2) the introduction of a "sliding-scale" top-up rate for individuals wishing to take more than 12 months but less than 18 months of combined maternity/parental leave.

The parties further agreed to update the collective agreement to align with the recent changes to the QPIP.

Additional General Updates:

Harassment: In light of the amendments to the *Canadian Labour Code*, the article has been expanded to include Violence in the workplace.

Gender neutrality: Before the expiry of the collective agreement, both parties will jointly review the collective agreement and render the language gender-neutral.

Information: Expanded to ensure the Association obtains the necessary information from the Employer to be able to communicate with its members as well as to provide information about the Association to all new employees.

Appendix 1: Letter of Assurance

November XX, 2021

Mr. Greg Phillips
National President
Canadian Association of Professional Employees
100 Queen St., 4th Floor
Ottawa, ON K1P 1J9

Dear Mr. Phillips,

This will confirm that the Office of the Parliamentary Budget Officer intends to maintain its current hybrid model and practice regarding employees teleworking due to the current public health restrictions and directives in relation to the COVID-19 pandemic.

Once public health authorities have determined that those restrictions and directives are no longer required, the OPBO will determine an appropriate teleworking model based on its operational requirements. In considering post-pandemic requests for telework, the OPBO will:

- (a) Consider models adopted by other employers – particularly other parliamentary employers;
- (b) Observe any relevant directions or recommendations from House of Commons, the Senate and the federal government;
- (c) Be guided by the following principles:

- Participating in a telework arrangement is voluntary and requires the mutual agreement of the employee and their supervisor;
- The arrangement must be operationally feasible and provide benefit to the employee and employer;
- Telework is not an entitlement nor a term of employment, except as agreed pursuant to article 37.01 of the collective agreement between CAPE and the OPBO;
- Open, ongoing communication about performance, team goals, workplace environment, scheduling changes, training and technology is key;
- The suitability of telework options will vary according to specific operational requirements or employee circumstances;
- Employees subject to a telework agreement must maintain satisfactory performance;
- Telework options must support the health and safety of employees;
- Telework options must safeguard the safety and confidentiality of information;
- The employee must attest that their home office facilities are adequate and meet safety, security and confidentiality requirements, and the OPBO may determine more specific expectations in this regard;
- Telework should not significantly increase overall operating costs for the employer;
- Teleworking requests will not be unreasonably denied.

Finally, the OPBO undertakes to meet with CAPE representatives to discuss its planned model before implementing that model.

Sincerely,

Yves Giroux
Parliamentary Budget Officer