

## FREQUENTLY ASKED QUESTIONS: TR TENTATIVE AGREEMENT

### CAPE tentative agreement

The CAPE tentative agreement is aligned with the demands expressed by TRs in the initial bargaining survey. Here are some of the few main elements of the TR tentative agreement:

- ✓ The early increment of the vacation leaves.
- ✓ The right to disconnect.
- ✓ The expanded definition of technological change.
- ✓ The right to discuss outsourcing.
- ✓ New telework provision stipulates the panel must issue its recommendation within 90 days after referral of the grievance.

### Telework

CAPE has secured a letter of agreement (LoA) specifically addressing telework. While this letter is not formally included in the collective agreements, it offers essential guarantees for the TR group. Here are some key advantages provided by this LoA:

- It recognizes that telework arrangements can **be initiated by employees on a voluntary basis** and require **mutual agreement** between the employee and the Deputy Head or authorized representative.
- The LoA establishes departmental panels consisting of department management and CAPE representatives, which will be responsible **for reviewing employee grievances related to telework decisions before the third level.**
- The departmental panel must issue its recommendation within 90 days after referral of a grievance.
- Additionally, a joint consultation committee will be established to review the *Directive on Telework* and its application across the federal public service.

These provisions ensure that telework is conducted in a fairer and consultative manner, with mechanisms in place to address potential concerns and grievances.

### FAQs

**Q: How would the telework agreement work in terms of a grievance?**

**A:** *The joint panel will review decisions resulting from the application of the Directive on Telework. The terms of reference for these panels have yet to be decided. When an employee files a grievance, if no settlement has been reached prior to the final step of the grievance procedure prescribed in the collective agreement, the employee may refer the grievance to the panel established for this purpose, at which point the grievance will be held in abeyance pending the completion of the review by the panel.*

**Q: When can I begin to talk about or start the process of filling a telework with my manager?**

**A:** *You can currently file a grievance. The new joint panel will review the employee's grievances at the last level. But first, the tentative agreement needs to be ratified and the collective agreement signed.*

*The LOU states:*

- *Telework is not a right or an entitlement of the employee unless agreed upon in connection with the duty to accommodate.*
- *Rights, obligations and responsibilities of the parties **will be agreed upon in advance** of any telework arrangement coming into effect. Any arrangement may be modified with the mutual agreement of the employee and the Employer representative.*
- *Employee telework requests will be **considered on a case-by-case basis** and in **consideration of operational requirements** and other relevant factors. If a request is denied, the employee will be provided with **reasons in writing for the denial**.*

**Q: What will the review of the Directive on Telework entail?**

**A:** *The review of the Telework Directive means that the union can now express and voice its concerns to the employer and influence the Directive. Prior to this, the employer could unilaterally change provisions expressed in that Directive.*

## Right to disconnect

**Q: What happened to the right to disconnect which was a bargaining priority?**

**A:** *The right to disconnect was a priority set by the bargaining team following the survey sent to the membership. In the tentative agreement, a new appendix on work-related communication outside of scheduled hours of work has been secured. The new appendix provides for a joint consultation committee to establish a general policy related to the "right to disconnect" when the amendment to the Canada Labour Code comes into force.*

*While this may not have an immediate impact on your working conditions, this serves as an opportunity to delve more into the right to disconnect in the next round of bargaining.*

## Wage offer (pay and lump sum)

**Q: What is the difference between the pay adjustment and the pay line adjustment? And what is its impact on my pay?**

**A:** *The difference between a pay adjustment and pay line adjustment is purely wording choice but splitting them up has the effect of having the amounts provide a higher increase as a result because there will be a compound effect. As it stands in the tentative agreement, you will receive a 12.5% increase over four years, but with the compound effect you will receive 13.14%. These adjustments are cumulative for future years and are pensionable.*

**Q: Will everyone receive the \$2,500 lump sum (One-time Allowance Related to the Performance of Regular Duties)? Is there any exception?**

*A: The language specified that each employee who is an incumbent of positions within the TR group for the performance of regular duties and responsibilities associated with their position, on the date of signing the new collective agreement will receive a one-time allowance of \$2,500. The employer is required to issue the allowance within 180 days after the date of signing, or 460 days if the member's case required a manual process. (See more details under question on implementation).*

*The \$2,500 payment will be considered as part of the employee pensionable income. This means that the amount will be factored into the calculation of your retirement benefits.*

**Part-time and full-time** employee will receive the lump sum; there is no pro rata on the amount.

**Employees on leave without pay** (illness, disabilities, maternity and parental leave, leave without pay) and in acting position are also entitled to the allowance if, at the date of the signature of the collective agreement, they hold a substantive position in the TR Group.

**Retired members**, as of the date of the signature of the collective agreement are not eligible to receive the allowance.

**Q: How would retroactive pay be paid out to members?**

*A: Within 180 days of signing the new collective agreement, the Treasury Board is responsible for adjusting the pay of employees to align with the new rates and providing retroactive pay, where applicable, for the period that elapsed since the expiration of the previous contracts. If the employer fails to deliver the retroactive pay within the specified 180-day timeframe, they will incur additional financial penalties.*

*In particular circumstances of an employee, if manual calculation is required, the timeframe for the payment could be extended up to 460 days after the signature of the collective agreement.*

**Q: Will the retroactive pay be taxable?**

*A: Yes, the retroactive pay will be subject to taxes.*

**Q: What happens if the Phoenix pay system cannot process these increases accurately?**

*A: Employees in the bargaining unit for whom this collective agreement is not fully implemented within 180 days after signature will be entitled to a lump sum of two hundred dollars (\$200) non-pensionable amount when the outstanding amount owed after one hundred and eighty-one (181) days is greater than \$500. This amount will be included in their final retroactive payment.*

**Q: Can you explain the term “manual processing”?**

*A: For instance, if an employee was on leave without pay, or acting, it will likely require manual calculation.*

**Q: Are part-time employees paid retroactively for the new designated paid holiday (National Day of Truth and Reconciliation)? Also, will a lump-sum retroactive payment be made for the designated paid holiday granted at the time of the Queen's death?**

**A:** *No, the provisions of the collective agreement are implemented only on the date the agreement is signed. There is no retroactive effect.*

## Vacation leave and other leaves

**Q:** **How about members who are past the eight years of service. Will they receive the increment to four weeks after seven years of service retroactively?**

**A:** *As the contract comes into effect on the date of signature, except if mentioned otherwise for instance, salaries, there will be no retroactive effect. So, you won't receive the additional week retroactively.*

**Q:** **Does the leave for traditional Indigenous practices apply to me if a member of my immediate family, such a common-law partner, identifies as an Indigenous person?**

**A:** *The leave will be granted to an employee who self-declares as an Indigenous person. Employees will be required to submit a signed statement to the employer stating that they meet the conditions of this article.*

**Q:** **Will the new article include a definition for “traditional Indigenous practices”?**

**A:** *The new article defines traditional indigenous practices as land-based activities such as hunting, fishing, and harvesting.*

## Maternity Leave and parental allowance

**Q:** **What is the impact of the wage increase of the maternity and parental allowance?**

**A:** *Your maternity or parental allowance will be adjusted to reflect changes to your salary following a pay increment or revision (article 21.04.i; and 21.07.i of TR collective agreement). We recommend consulting with your LRO. [Find your LRO here](#).*

## Civilian members (RCMP)

**Q:** **Are civilian members permitted to vote to ratify or reject the agreement if they are registered CAPE members**

**A:** *Yes, civilian members are entitled to vote.*

**Q:** **Will civilian members of the RCMP receive the \$2,500 in lumps sum payment?**

**A:** *Yes, civilians will receive the \$2500 lump sum payment and the salary increases; see answer under “Wage offer”.*

**Q:** **What aspects of the new terms and conditions are applicable to RCMP civilian members? If the new language is denied to CM's what is our avenues for recourse?**

**A:** *According to Appendix L of the collective agreement, the terms and conditions of employment applicable to RCMP civilian members will remain applicable until the date of deeming. The exception will*

*be rates of pay and allowances, and union activities (check-off provisions -article 10, use of employer facilities- article 9 and contract negotiations meetings and others- article 14.10 to 12).*

### Ratification process and others:

**Q: I'm currently on leave without pay. Can I vote on the collective agreement ratification?**

*A: Yes, members on leave without pay are entitled to vote on the collective agreement.*

**Q: If the group votes “no” on the tentative agreement, what are the next steps and what are the likely potential outcomes?**

*A: If the tentative agreement is rejected, the bargaining team can return to the bargaining table. But it is unlikely to yield any results as the bargaining team had reached a dead end and was in mediation. Since the dispute resolution process chosen by the TR membership was arbitration, the only option would be to go to arbitration. However, the employer had indicated that it would raise a preliminary objection on the issues of remote interpretation and telework, which means that an arbitrator would not be able to consider the team's proposals on these issues. Also, it is very likely the same tentative agreement would be imposed as the arbitral award. Its implementation would be delayed until the end of the year, beginning in 2024.*

**Q: Why have we decided to not pursue binding arbitration?**

*A: The bargaining team recommended this tentative agreement for ratification. The decision is based on a number of factors such as (1) the preliminary objection on remote simultaneous interpretation, (2) the replication principle, which means that the arbitrator will replicate what the parties had negotiated at the bargaining table. This means there is little chance of having a better deal than what it is currently proposed, and (3) not delaying the signature of the collective agreement unnecessarily and hence its implementation (benefits, salary & allowances).*

**Q: When will the terms and conditions of the new collective agreement take effect?**

*A: The terms of the collective agreement will come into effect immediately after its signature, likely in July.*

**Q: How do we exactly benefit from the definition of “technological change” in article 33?**

*A: In your current collective agreement, the definition of technological change is limited to “(...) the introduction by the Employer of equipment or material (...)”. Given the new emerging technologies and the nature of TR members' work, the definition will now include a significant change in system and software.*