

FREQUENTLY ASKED QUESTIONS: EC TENTATIVE AGREEMENT

CAPE tentative agreement

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

- ✓ The early increment of the vacation leaves.
- ✓ Expansion of recognition of years of service by employers.
- ✓ The right to disconnect.
- ✓ New telework provision stipulates the joint 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 agreement, it offers essential guarantees for the EC 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: Will the revised collective agreement explicitly state when certain articles apply to telework scenarios?

A: Yes, those conditions will be in the new collective agreement. For instance, members who have obtained authorization to work at their residence are not allowed to collect the meal allowance.

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 EC 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 EC 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 employer 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 (180) 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: What is the penological factor allowance?

A: The penological factor allowance is used to provide additional compensation to an incumbent of a position who, by reason of duties being performed in a penitentiary, as defined in the Corrections and

Conditional Release Act as amended from time to time, assumes additional responsibilities for the custody of inmates other than those exercised by the Correctional Group.

Vacation leave and other leaves

Q: How about members who are past the eight years of service. Will they receive the increment of 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: Why was the vacation entitlement only changed for the access to 4 weeks after 7 years of service?

A: Many improvements were sought; this is what the bargaining team was successful in obtaining and it is in line with other collective agreements in the public service.

Q: What previous employment is applicable under “members who have transferred in from Parliament and related Employers”?

A: Article 24.02 (i) of the collective agreement already acknowledges the years of services at the Library of Parliament and the Office of the Parliamentary Budget Officer. Now, with the tentative agreement, the amendments will expand the recognition of years of service to include the House of Commons and the Senate. This recognition from House of Commons and Senate are applicable to the EC members at the date of signature of the collective agreement, at which point the member's snapshot of years of service accumulated from the core public administration and mentioned parliamentary institutions, will reflect the years of service to be used for the vacation credits.

CAPE also confirmed that schedules I, IV and V of the Financial Administration Act are already covered. Please consult [here](#) is the list of employers as stated [in schedule IV and V](#).

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 on 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 EC 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). We advise you to consult your LRO if you do not receive your new benefits. [Find your LRO here.](#)

Ratification process and others:

Q: What period does the new agreement cover?

A: The period covered is from June 22, 2022 to June 21, 2026.

Q: Why did CAPE opt for a four- year agreement instead of three years?

A: Initial proposals were for four years. While CAPE preferred a shorter term, the current tendency is for four-years agreements, and the bargaining team expected an arbitrator to award a four-year deal.

Q: How do the new hours of work differ from the current collective agreement?

A: This tentative agreement provide clarification regarding variable hours of work. While your collective agreement expresses that member could complete their weekly hours of employment in a period other than five full days, the tentative agreement states that, your schedule may:

- *Exceed or be less than 7.5 hours a day*
- *Be before or beyond 6am and 6pm*
- *Vary from five days per week*
- *Vary from Monday through Friday*
- *Be non-consecutive*

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 was at impasse and had applied to arbitration. An arbitration date was scheduled for June 19 and was unilaterally postponed by the Board following the tentative agreement. So, a new date would need to be scheduled. Based on the replication principle, 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 replication principle, which means that the arbitrator would replicate what the parties would have negotiated at the bargaining table. This means there is little chance of having a better deal than what it is currently proposed, and (2) 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 on its signature, likely in July.

Q: Will there be dues increase now that the agreement is expected to be settled?

A: Dues are not discussed at the bargaining table.

Q: Was an increase to annual limits for extended health services such as massage or physiotherapy addressed during the bargaining sessions?

A: Health care services are not discussed at the bargaining table. Please see NJC [Public Service Health Care Plan Directive](#).

Q: Are there any other propositions to ensure members well-being?

A: Before each round of bargaining, the bargaining team sends a survey to members and identifies priorities and issues from the survey. The priorities set out during this round of bargaining were wages and allowances, telework and flexible working conditions and better working environments.

Q: PSAC has bargained for seniority rights in their new collective agreement. Will CAPE members will have seniority right for future program reviews?

A: PSAC negotiated a letter of understanding outside of the collective agreement to jointly make representation to the Public Service Commission to consider seniority for reasonable job offers, in addition to its obligations under the Public Service Employment Act and application of the merit principle.

While PSAC has their own mechanisms in the collective agreement, CAPE is using the NJC Directive on [Workforce Adjustment](#), which is scheduled for review this year.