



TEXT OF THE EC TENTATIVE AGREEMENT

Ottawa, 2017



ACEP CAPE
Association canadienne des employés professionnels Canadian Association of Professional Employees

Changes are highlighted in **bold font**. The abolition of the text is indicated by a ~~strikethrough~~ of the text.

Both parties agree to recommend this tentative settlement for ratification.

Annex A

Rates of Pay

Effective June 22, 2014 - increase to rates of pay: 1.25%

Effective June 22, 2015 - increase to rates of pay: 1.25%

Effective June 22, 2016 – 1% wage adjustment for all levels.

Effective June 22, 2016 - increase to rates of pay: 1.25%

Effective June 22, 2017 - increase to rates of pay: 1.25%

MEMORANDUM OF AGREEMENT
IN SUPPORTING EMPLOYEE WELLNESS

This Memorandum of Agreement is to give effect to the understanding reached between the Employer and Canadian Association of Professional Employees (CAPE) regarding issues of employee wellness.

The parties agree to establish a Task Force, comprised of a Steering Committee and a Technical Committee, with a long-term focus and commitment from senior leadership of the parties.

The Task Force will develop recommendations on measures to improve employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.

The Steering Committee and Technical Committee will be established by January 31, 2017. The committees will be comprised of an equal number of Employer representatives and Union representatives. The Steering Committee is responsible for determining the composition of the Technical Committee. The Steering Committee shall be co-chaired by the President of the Alliance and a representative of the Employer.

The Steering Committee shall establish the terms of reference for the Technical Committee, approve a work plan for the Technical Committee, and timelines for interim reports from the Technical Committee.

All time spent by employees in support of the Technical Committee shall be deemed to be leave with pay for union activities. The Employer will grant leave with pay for employees engaged in these activities, including preparation and travel time.

Dates may be extended by mutual agreement of the Steering Committee members. The Technical Committee's terms of reference may be amended from time to time by mutual consent of the Steering Committee members.

The Technical Committee will develop all agreements and documents needed to support the consideration of a wellness plan during the next round of collective bargaining. This work shall be completed by December 1, 2017. The Technical Committee shall provide interim recommendations for review by the Steering Committee on the following matters through a series of regular meetings:

- Income replacement parameters, the treatment of accumulated sick leave credits and consequential changes to existing leave provisions within the collective agreements;

- Eligibility conditions for a new wellness plan;
- Privacy considerations;
- Internal assessment as well as approval and denial processes;
- Case management and measures to ensure the successful return of employees to the workplace after a period of leave due to illness or injury;
- Joint governance of the wellness plan;
- Options for alternative medical treatments;
- Other measures that would support an integrated approach to the management of employee wellness for Federal Public Service employees, including but not limited to ways to reduce and eliminate threats to workplace wellness, including discrimination, harassment, workplace violence, bullying, and abuse of authority.

The Technical Committee shall respect the related work of the Mental Health Task Force and the Service Wide Occupational Health and Safety Committee in its deliberations.

The Technical Committee shall also review practices from other Canadian jurisdictions and employers that might be instructive for the Public Service, recognizing that not all workplaces are the same. The Service Wide Occupational Health and Safety Committee shall be consulted as required. Leading Canadian experts in the health and disability management field shall also be consulted.

Key Principles

A new wellness plan shall:

- Contribute to a healthy workforce, through a holistic consideration of physical and mental health issues.
- Include case management and timely return to work protocols, based on best practices.
- Investigate integration with other public service benefit plans.
- Address a wide range of medical conditions, work situations and personal circumstances facing employees, including chronic and episodic illnesses and travel time from northern and remote communities for diagnosis and treatment (subject to the NJC Directives, such the Isolated Post and Government Housing Directive) and wait times for medical clearances to return home.

- Be contained in the collective agreements. The final level of adjudication associated with the plan will be the Public Service Labour Relations and Employment Board (PSLREB).
- Be administered internally within the Federal Public Service, rather than by third-party service provider.
- Have common terms which will apply to all employees.
- Provide for full income replacement for periods covered by the plan.
- Ensure that new measures provide at least the same income support protection as that provided by earned sick leave banks in the current regime.
- Current sick leave banks would be grand-fathered/protected and their value appropriately recognized.

If an agreement is not reached within 18 months from the establishment of the Technical Committee, or should the parties reach impasse before then, the parties agree to jointly appoint a mediator within 30 days.

If the parties are unsuccessful in reaching an agreement, after mediation, the current terms and conditions of employment related to the sick leave regime for CAPE members remain unchanged.

Both parties agree to recommend these proposals to their respective principals.

ARTICLE XX

PROFESSIONAL INTEGRITY

The parties recognize that providing objective, evidence-based, non-partisan analysis and advice is fundamental to the values and ethics of the public service, as reflected in the Values and Ethics Code for the Public Sector. No employee shall be expected to act in a manner that is inconsistent with the principle of providing objective, evidence-based, non-partisan analysis and advice.

ARTICLE 10

CHECK OFF

10.06 The amounts deducted in accordance with clause 10.01 shall be remitted to the Association ~~by cheque~~ within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on each employee's behalf.

ARTICLE 16

NO DISCRIMINATION

16.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, **gender identity and expression**, family status, **marital status**, mental or physical disability, membership or activity in the Association, ~~marital status~~ or a conviction for which a pardon has been granted.

ARTICLE 20

DESIGNATED PAID HOLIDAYS

20.05

- a. When an employee works on a holiday, he or she shall be paid time and one-half (1 1/2) for all hours worked up to the regular daily scheduled hours of work as specified by this Agreement, and double (2) time thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday.

- b. Notwithstanding paragraph (a), when an employee works on a holiday following a day of rest on which the employee also worked and received overtime in accordance with clause 28.11 of this Agreement, the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.

- c. The pay noted in sub-clauses (a) and (b) to which an employee is entitled, had he or she not worked on the holiday, is equivalent to seven and one-half (7.5) hours of pay at the straight time rate of pay.**

ARTICLE 21

OTHER LEAVE WITH OR WITHOUT PAY

21.04 Maternity Allowance

- c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee is subject to a waiting period of ~~two (2)~~ ~~weeks~~ before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
and
 - ii. for each week that the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate of pay and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period,-
and
 - iii. **where an employee has received the full fifteen (15) weeks of maternity benefit and under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety-three per cent (93%) of her weekly rate of pay, less any other monies earned during this period.**

ARTICLE 21

OTHER LEAVE WITH OR WITHOUT PAY

21.07 Parental Allowance

- c. Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee is subject to a waiting period of ~~two (2) weeks~~ before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay, for each week of the waiting period, less any other monies earned during this period;
 - ii. for each week the employee receives parental, adoption or paternity benefits under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate of pay and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;
 - iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period;-
 - iv. **where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week at ninety-three per cent (93%) of his or her weekly rate of pay, less any other any monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 21.04(c)(iii) for the same child.**

ARTICLE 21

OTHER LEAVE WITH OR WITHOUT PAY

****Effective on April 1st of the year following the signing of the collective agreement:**

Clause 22.01 Volunteer Leave is deleted from the collective agreement.

~~21.01 Volunteer Leave~~

- a. ~~Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted in each fiscal year a single period of up to seven decimal five (7.5) hours or two (2) periods of up to three decimal seven five (3.75) hours each of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.~~

- b. ~~The leave shall be scheduled at a time convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.~~

****Effective on April 1st of the year following the signing of the collective agreement the previous provisions under Clause 22.16 will be moved to Clause 22.01 and replaced with the following:**

~~21.16~~ 21.01 Personal Leave With Pay

- a. Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted in each fiscal year a single period of up to **fifteen** ~~seven decimal five (15 7.5) hours~~ **or four (4) periods of up to three decimal seven five (3.75) hours each** of leave with pay for reasons of a personal nature.

- b. The leave shall be scheduled at a time convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request

ARTICLE 21

OTHER LEAVE WITH OR WITHOUT PAY

21.02 Bereavement Leave With Pay

For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, **step-brother, step-sister**, spouse (including common-law partner), child (including child of common-law partner), stepchild, **foster child** or ward of the employee, grand-parent, grandchild, father-in-law, mother-in-law, **son-in-law, daughter-in-law** and relative permanently residing in the employee's household or with whom the employee permanently resides.

- a. When a member of the employee's immediate family dies, an employee shall be entitled to a single bereavement **leave with pay** period of five ~~(5) consecutive calendar days~~. Such bereavement **leave** period, as determined by the employee, must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- b. **At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.**
- c. **When requested to be taken in two (2) periods,**
 - i. **The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and**
 - ii. **The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.**
 - iii. **The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.**
- d. ~~b.~~ An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her **son-in-law, daughter-in-law, brother-in-law or sister-in-law, and grandparent of spouse.**
- e. ~~e.~~ If, during a period of vacation leave, sick leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under

paragraph (a) or **(d)** ~~(b)~~ of this clause, the employee shall be granted bereavement leave with pay and his or her vacation leave, sick leave or compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

- f. ~~d.~~ It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater or in a manner other than that provided for in paragraphs 21.02(a) and **(d)** ~~(b)~~.

ARTICLE 21

OTHER LEAVE WITH OR WITHOUT PAY

21.09 Leave Without Pay for the Care of Family

Subject to operational requirements, an employee shall be granted leave without pay for the care of family in accordance with the following conditions:

- a. For the purpose of this clause, family is defined as spouse (or common law partner), children (including foster children or children of spouse or common law partner), **ward of the employee**, parents (including stepparents or foster parent), brother, sister, **step-brother, step-sister, father-in-law, mother-in-law, son-in-law, daughter-in-law**, grandchild, the employee's grandparents or any relative permanently residing in the employee's household or with whom the employee permanently resides.

ARTICLE 21

OTHER LEAVE WITH OR WITHOUT PAY

21.12 Leave With Pay for Family-Related Responsibilities

- a. For the purpose of this clause, family is defined as spouse (or common-law partner), children (including foster children and children of spouse or common-law partner **and ward of the employee**), parents (including step-parents or foster parents), parents of spouse or common law partner, **brother, sister, step-brother, step-sister**, grandparents, **grandchild**, ~~or~~ any relative permanently residing in the employee's household or with whom the employee permanently resides, **or any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.**

- b. **The total leave with pay which may be granted under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.**

- c. ~~b.~~ The Employer shall grant leave with pay under the following circumstances:
 - i. to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
 - ii. to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
 - iii. to provide for the immediate and temporary care of an elderly member of the employee's family;
 - iv. for needs directly related to the birth or to the adoption of the employee's child-;
 - v. **to attend school functions, if the supervisor was notified of the functions as far in advance as possible;**
 - vi. **to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;**
 - vii. **Seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in paragraph 21.12(b)**

above may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

- ~~c. The total leave with pay which may be granted under sub-paragraphs (b)(i), (ii), (iii) and (iv) shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.~~
- d. Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 21.12**(c)(b)** above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

ARTICLE 24

VACATION LEAVE WITH PAY

Accumulation of Vacation Leave Credits

24.02 An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least seventy-five (75) hours:

- i. for the purpose of clause 24.02 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave ~~except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay off and is reappointed to the Public Service within one year following the date of lay off. For greater certainty, severance termination benefits taken under clauses 25.05 to 25.08, or similar provisions in other collective agreements, do not reduce the calculation of service for employees who have not left the public service;~~
- j. Notwithstanding (i) above, an employee who was a member of the SI bargaining unit on (the date of signing of the collective agreement – May 17, or 18, or 19, 1989) or an employee who became a member of the SI bargaining unit between (the date of signing of the collective agreement – May 17, or 18, or 19, 1989) and May 31, 1990 shall retain, for the purpose of "service" and of establishing his or her vacation entitlement pursuant to this Article, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment in the Public Service is terminated.;
- k. **For the purpose of clause 24.02(i) only, effective April 1, 2012 on a go forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.**

Note: In the Budget 2012, the government made a commitment to recognize military service for the purposes of the calculation of annual leave. Service with the RCMP is now recognized as per this TBS Bulletin and the *Gingras v. Canada* (2 F.C.734) decision.

<https://www.tbs-sct.gc.ca/psm-fpfm/pay-remuneration/notices-avis/2010/0504-eng.asp>

ARTICLE 24

VACATION LEAVE WITH PAY

Scheduling of Vacation Leave With Pay

- 24.04** The Employer reserves the right to schedule an employee's **accumulated earned but unused** vacation leave **credits** but shall make a reasonable effort:
- a. to grant an employee's vacation leave in an amount and at such time as the employee may request;
 - b. to ensure that approval of an employee's request for vacation leave is not unreasonably denied;
 - c. to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Employer or the other employees, according to the wishes of the employee.

ARTICLE 24

VACATION LEAVE WITH PAY

Leave When Employment Terminates

24.09

- a. When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave with pay to the employee's credit by the hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment **of the substantive position** on the date of the termination of the employee's employment, except that the Employer shall grant the employee any vacation leave earned but not used by the employee before the employment is terminated by lay-off if the employee so requests because of a requirement to meet minimum continuous employment requirements for severance pay.

ARTICLE 25

SEVERANCE PAY

Paragraphs 25.01 (b) and (d) are deleted from the collective agreement. This is to reflect the elimination of severance pay upon resignation and retirement that took effect on July 12, 2012.

A new Appendix reproduces these provisions to reflect the language in case of deferred payment.

ARTICLE 27

PAY ADMINISTRATION

27.09 When the regular pay day for an employee falls on his or her day of rest, every effort shall be made to issue his or her ~~cheque~~ **pay** on his or her last working day, ~~provided it is available at his or her regular place of work.~~

ARTICLE 28

HOURS OF WORK AND OVERTIME

28.13 Meal Allowance

- a. An employee who works three (3) or more hours of overtime immediately before or immediately following his or her scheduled hours of work, and who has not been notified of the requirement prior to the end of last scheduled work period, shall be reimbursed for one meal in the amount of ~~ten~~ **twelve** dollars and ~~fifty cents (\$10.50)~~ **(\$12.00)**, except where free meals are provided.
- b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one additional meal in the amount of ~~ten~~ **twelve** dollars and ~~fifty cents (\$10.50)~~ **(\$12.00)**, except where free meals are provided.
- c. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order to take a meal break either at or adjacent to the employee's place of work.
- d. This clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

ARTICLE 28

HOURS OF WORK AND OVERTIME

28.14

- a. Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.
- b. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer. Compensatory leave with pay ~~not used by the end of the fiscal year shall be paid in cash in excess of thirty-seven decimal five (37.5) hours outstanding at the end of the fiscal year, and unused by September 30 of the next fiscal year, shall be paid on September 30~~ at the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment at that date. An employee may elect to carry over into the next fiscal year up to a maximum of thirty-seven decimal five (37.5) hours of unused compensatory leave.
- c. Where in respect of any period of compensatory leave, an employee is granted:
 - i. bereavement leave with pay as per clause 21.02,
or
 - ii. leave with pay as per clause 21.12 because of illness in the family on production of a medical certificate,
or
 - iii. sick leave on production of a medical certificate as per Article 22,

the period of compensatory leave so displaced shall either be added to the period of compensatory leave, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

ARTICLE 35

DISCIPLINE

35.03

a) Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

b) The two (2) year period noted in 35.03 (a) will be extended automatically by the length of any period of leave without pay taken by the employee.

ARTICLE 40

GRIEVANCE PROCEDURE

40.18 Where the Employer demotes or terminates an employee for cause pursuant to paragraphs 12(1)(c), (d) or (e) of the Financial Administration Act, the grievance procedure set forth in this Agreement shall apply except that:

- a) the grievance may be presented at the final level only;
- b) notwithstanding paragraph **40.09** ~~40.03(e)~~, the Deputy Head cannot appoint a representative to hear the grievance and to render a decision.
- c) the twenty (20) day time limit within which the Employer is to reply at the final step may be extended to a maximum of forty (40) days by mutual agreement of the Employer and the appropriate representative of the Association.

ARTICLE 53

DURATION

53.01 This collective agreement shall expire on 21 June ~~2014~~**2018**.

53.02 Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date it is signed.

53.03 The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and fifty (150) days from the date of signing.