



Improvements to the three CAPE Collective Agreements

In 1967 the first collective agreements in the federal public service entitled employees to four weeks of annual leave, not after 8 years but after 18 years of continuous employment. Medical certificates were required for sick leave periods of more than 3 consecutive days or if the employee had already taken 7 days of sick leave in the year. Maternity leave was for a maximum of 6 months, with no maternity allowance.

The maximum annual rate of pay for the ES group was \$21,750, the maximum for the ES-05 level. There was no ES-06, ES-07 or ES-08 level at that time. We do not have data for our members working on Parliament Hill in 1967. But, it is safe to assume that wages were comparable. The maximum annual rate of pay for a TR-02 was \$10,106 and \$11,861 for a TR-03.

In 1967, the maximum annual rate of pay for the ES group was \$21,750, the maximum for the ES-05 level. It is now \$101,148 for a EC-06.

Without tracing back to 1967 for the purpose of identifying improvements to collective agreements negotiated by ES, SI, EC LoP and TR bargaining committees over the years, here is a very incomplete list of recent improvements, i.e. since 2002.

Depending on your personal and professional circumstances, some improvements may be more important than others. Over the course of a career, you and your colleagues will benefit at one time or another from most entitlements in the collective agreement.

Concessions to the employer have also been made during these years, mostly of marginal value to members. The one significant exception has been severance pay on retirement and resignation. CAPE never stopped fighting to protect the severance pay provisions for retirement and resignation. However, in three separate decisions, arbitrators included in their decisions a concession to the employer of severance pay for retirement and for resignation.

A Improvements to the EC collective agreement over the past 10 years have included the 30 following changes:

1. **Wages** have gone up for EC employees over the past ten years. For example from 2002 to 2013, the maximum annual rate of pay for an EC-04



- has gone from \$69, 631 to \$74,647. The maximum for an EC-06 increased from \$78,913 to \$101,148 a year. An EC-07 stuck at the maximum for the past 11 years has seen the maximum annual rate for the level go from \$88,259 to \$113,016. (Please see [“Wage Comparisons for CAPE Bargaining Units – 2002 to 2013”](#), on page 7.)
2. The maximum life of a **schedule of variable hours** (e.g. a compressed work schedule) has increased from twenty-eight (28) days to fifty-two (52) weeks which allows employees to bank paid off-duty days to be used consecutively.
 3. The definition of family for **Leave Without Pay for the Care of Family** has been broadened to allow EC employees to take leave for a brother, a sister, a father-in-law, a mother-in-law, a grand-child or a grandparent.
 4. EC employees are entitled to **Compassionate Care Leave** to take care of a dying family member.
 5. The definition of a **bereavement** period has been broadened for greater flexibility.
 6. **Parental leave** can be taken in two periods of consecutive weeks. Previously, parental leave could only be taken in one period of consecutive weeks.
 7. The definition of family for **Leave with Pay for Family-Related Responsibilities (FRR)** has been expanded with the addition of all children (was “dependent” children), parents of spouse or common-law partner and grandparents.
 8. The maximum of **FRR leave** has been removed in each sub-clause, giving greater flexibility of use to EC employees.
 9. A new entitlement to 7.5 hours of **volunteer leave with pay** is added to the collective agreement.
 10. A new entitlement to 7.5 hours of **leave with pay for reasons of a personal nature** is added to the collective agreement.

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11. An EC employee who is granted **leave with pay as a result of injury, illness or disease** does not have to repay the amount received from a personal disability policy.
12. **Leave without pay for personal needs** for three months and for up to a year can be taken twice in an EC employee's career.
13. Where the Employer cancels a period of vacation leave which had been approved, the **cancelled leave** may be carried over and used in the next vacation year.
14. The definition of **compensatory leave** was expanded in order to include work performed on a designated holiday.
15. The **maternity and parental provisions** of the collective agreement were harmonized with the Quebec Parental Insurance Plan, allowing members in Quebec to take full advantage of the Plan.
16. Time compensated for stop-overs en route while on **travelling time** was increased from 3 to 5 hours.

EC employees are paid double time for each hour of overtime worked on the employee's second or subsequent day of rest in all situations.

17. EC members who work for the Translation Bureau on Parliament Hill are entitled to **sessional leave**, similar to a leave entitlement of TR members on the Hill.

18. The Marriage Leave Article was replaced with a new clause under the **Vacation Leave** Article that allows 37.5 hours (5 days) of Leave with Pay.

19. The **Inmate Custodial Allowance** has been redefined in terms of risk, rather than custody of inmates. And, the maximum allowance paid to employees who work in penitentiaries is no longer reduced based on the degrees of exposure to risk at each security level.

20. Further to complaint by CAPE before the Public Service Staff Relations Board, the language in the collective agreement covering **retroactive salary** for a new collective agreement was changed. EC employees are entitled to the more favorable of two different calculations of salaries that are used by the employer for promotions, demotions, deployments,



- transfers or acting situations during the retroactive period. The Treasury Board subsequently applied the same principle to all public service employees. This new provision can represent thousands of dollars for members to whom it applies.
21. Previous to the collective agreement that expired in 2006, EC members received double time (2T) on a second or subsequent day of rest only if they worked also on the first day of rest. Compensation for **overtime** on a second or subsequent day of rest was progressively improved over two rounds. Starting with the collective agreement that expired in 2006, overtime on the second or subsequent day of rest was compensated at double time, unless it was the employee who requested to work on the second day. In such circumstances, overtime was compensated at time and a half (1.5). Then, starting with the current agreement, EC employees are paid double (2) time for each hour of overtime worked on the employee's second or subsequent day of rest in all situations.
22. An entitlement to a higher maximum of 15 hours of compensation was added for **travel** outside Canada or Continental USA.
23. An EC employee who is away on **travel** for 40 nights during a fiscal year will be granted 7.5 hours off with pay and credited with an additional 7.5 hours for each additional 20 nights away on travel up to a maximum of 37.5 hours earned in a year.
24. An EC employee may elect to carry over into the next fiscal year up to a maximum of thirty-seven and one-half (37 ½) hours of **unused compensatory leave**.
25. All **work on holidays** will be compensated at time and one-half (the first seven and half hours) or double time, never straight time.
26. **Shift and Weekend premiums** were increased from \$1.75 to \$2.00 per hour for EC employees.
27. The **overtime meal allowance** was increased from \$9.50 to \$10.50 for EC members.

When an EC member attends a conference or convention at the request of the Employer, the Employer will pay the registration fees.



28. When an EC member attends a **conference or convention** at the request of the Employer, the Employer will pay the registration fees.
29. The entitlement to 6 weeks of **vacation** is reached one year earlier, after 28 years of service.
30. Subject to the availability of appropriate facilities, the Association may hold **general meetings of the local membership** on departmental premises. The location, date, and duration of such meetings shall require the prior approval of the deputy head or his or her delegate.

B Improvements to the TR collective agreement over the past 10 years have included the 30 following changes:

Marriage Leave was replaced with five (5) days of leave, once in a career and the Family Related Responsibilities (FRR) leave article.

1. **Wages** have gone up. For example from 2002 to 2013, the maximum annual rate of pay for a TR-02 has gone from \$56,142 to \$74,542. The maximum for a TR-03 increased from \$66,754 to \$87,730 a year. (Please see [“Wage Comparisons for CAPE Bargaining Units – 2002 to 2013”](#), on page 7.)
2. The definition of a **bereavement period** has been broadened for greater flexibility.
3. **Marriage Leave** was replaced with five (5) days of leave, once in a career and placed in the Family Related Responsibilities (FRR) leave article.
4. The 5-day leave entitlement was then moved to the **annual leave** article and was thus removed from under the cap for FRR leave.
5. The definition of family for **Leave with Pay for Family-Related Responsibilities** (FRR) has been expanded from “dependent” children to all children.
6. The maximum of **FRR** leave has been removed in each sub-clause, giving greater flexibility of use to TR employees.



7. The **parental and maternity provisions** have been harmonized with the new Quebec Parental Insurance Plan, allowing members to take full advantage of the Plan.
8. A new entitlement to 7.5 hours of **volunteer leave** with pay is added to the collective agreement.
9. A new entitlement to 7.5 hours of **leave with pay for reasons of a personal nature** is added to the collective agreement.
10. An employee who has been granted **leave with pay as a result of injury, illness or disease** does not have to repay the amount received from a personal disability policy for which the employee or the employee's agent has paid the premium.
11. **Parliamentary Leave and Interpretation Leave** is extended to interpreters who do sign language interpretation.
12. Approval of **Leave without Pay for Personal Needs** is no longer subject to operational requirements.
13. **Travelling time compensation** is extended to all multi-lingual interpreters.
14. The **pay supplement** of \$7 for each gross hour has been extended to beyond televised interpretation to include all live broadcasts.
15. The **pay supplement** of 7% of pay has been extended to all TR-2 translators in parliamentary services at night and in the evenings.
16. A **meal or an allowance** is provided to all TR employees who work in the Interpretation and Parliamentary Translation Directorate (IPTD) for a continuous period of ten decimal five (10.5) hours or more.
17. A new provision was added in connection with the **special work arrangement** for translation, i.e. the after-hours 24/7 translation service pilot project.

The pay supplement of \$7 for each gross hour has been extended to beyond televised interpretation to include all live broadcasts.



18. A TR employee who is subject to the **special work arrangement** for translation will receive an allowance of seven dollars (\$7) per hour for all normal hours of work.

19. The **special work arrangements and the pay supplement** have been extended to hours of work between 6:00 p.m. and midnight and on Saturday or Sunday.

The entitlement to 6 weeks of vacation is reached one year earlier, after 28 years of service.

20. The employer may authorize **telework** for an employee who has voluntarily agreed to a special work arrangement.

21. The **meal allowance** was increased from \$10 to 10.50.

22. The period to take **compensatory leave** earned but unused during a twelve-month period is extended

to 16 months.

23. A TR employee who is away on **travel** for 40 nights during a fiscal year will be granted 7.5 hours off with pay and credited with an additional 7.5 hours for each additional 20 nights away on travel up to a maximum of 37.5 hours earned in a year.

24. Further to complaint by CAPE before the Public Service Staff Relations Board, the language in the collective agreement covering **retroactive salary** for a new collective agreement was changed. TR employees are entitled to the more favorable of two different calculations of salaries that are used by the employer for promotions, demotions, deployments, transfers or acting situations during the retroactive period. The Treasury Board subsequently applied the same principle to all public service employees. This new provision can represent thousands of dollars for members to whom it applies.

25. The entitlement to 6 weeks of **vacation** is reached one year earlier, after 28 years of service.

26. A TR employee is reimbursed up to six hundred dollars (\$600) for the **annual dues** payable to a professional association of the Canadian Translators, Terminologists and Interpreters Council when the payment of such dues is required for the performance of the duties of that employee's



- position, or when required by the selection and evaluation standards for the Translation Group.
27. The **technological change** article has been expanded to reflect what is found in other agreements.
28. The Employer will provide two (2) **rest periods** of fifteen (15) minutes each per normal work day except when operational requirements do not permit, to full-time and part-time employees.
29. A new provision allows an employee to receive on written request, a full and current **description of their duties and responsibilities**, including the classification level of their position.
30. Effective April 19, 2003, all **salaries** are increased by \$3,845 as the final pay equity adjustment.
- C Improvements to the AN/RA collective agreement over the past 10 years have included the 30 following changes:**
1. **Wages** have gone up for members of the AN/RA group. For example from 2002 to 2013, the maximum annual rate of pay for an AN-02 has gone from \$69,631 to \$92,016. The maximum for an AN-03 increased from \$76,553 to \$101,165 a year.

Groups and Selected Levels	Maximum Pay \$		Increase from 2002 to 2013	
	2002*	2013	\$	%
AN-02	69,631	92,016	22,385	32.1
AN-03	76,553	101,165	24,612	32.2
EC-04 (ES-03/SI-04)	58,295	74,647	16,352	28.1
EC-06 (ES-05/SI-06)	78,913	101,148	22,235	28.2
EC-07 (ES-06/SI-07)	88,259	113,016	24,757	28.1
TR-02	56,142	74,542	18,400	32.8
TR-03	66,754	87,730	20,976	31.4

* 2002: Pay Equity for TR group; restructuring for the AN group



2. New language on **career development** states that management is responsible for actively promoting career development opportunities and shall make every reasonable effort to provide such opportunities.
3. An employee may now request that his or her supervisor provide the reason in writing in the case of refusal, change and cancellation of any type of **leave**.
4. If, following **maternity and/or parental leave**, a term employee is rehired at the Library of Parliament within 90 days upon returning to work, he/she is no longer required to reimburse the amounts received while on leave.
5. The title of the **Leave without Pay for the Care and Nurturing of Parents** Article has now been renamed Leave without pay for Caregiving and in addition to the employee's parents, the employee will be able to take leave under this article for the care of their spouse. The minimum period for leave has been reduced from 6 weeks to 3 weeks.
6. The definition of family under **Family Leave without Pay for Caregiving** has been extended to include any relative permanently residing in the employee's household or with whom the employee permanently resides, as well as children a common-law spouse, or a ward or a grandchild, all children whether dependent or not, .
7. On request, and depending on individual circumstances, an employee may be granted paid **Family Related Responsibilities** leave for a period greater than the 5 days cap provided in the article.
8. An AN/RA employee may be granted **compassionate care leave** without pay to care for a dying member of the family.
9. An employee who has or will have the care and custody of a new born child or who adopts a child will now be able to split into two periods the 37 week period of **parental leave** without pay.

A new entitlement to 7.5 hours of volunteer leave with pay is added to the collective agreement.



10. Under sub-clauses (a) and (b) of the **Leave Without Pay for Personal Needs**, leave without pay for a period of three months and for a period of one year respectively, is available twice in an employee's career
11. An AN/RA employee is entitled to 28 days of **annual leave** after 28 completed years of service.
12. A new entitlement to 7.5 hours of **volunteer leave** with pay is added to the collective agreement.
13. The definition of immediate family under the **Bereavement** Leave Article now also includes grand-parents and "a person for whom the employee has legal responsibilities" (a breakthrough in the federal public service).
14. When a member of an employee's immediate family dies, the employee is entitled to a **bereavement** period of 5 consecutive working days rather than 5 consecutive calendar days.
15. An employee who was **bereaved** during a period of compensatory leave had his/her leave credits restored. Now, an employee will also have his/her leave credits restored if he/she is bereaved during a period of sick leave or vacation leave.
16. An employee will receive **acting pay** after 3 consecutive working days rather than 10 days.
17. When an employee is asked to provide a **medical certificate**, he or she shall be reimbursed for the cost of the certificate.
18. An employee who works **overtime** shall now have the choice of being reimbursed for the cost of parking or provided with taxi fare.
19. **Meal allowance** for employees working overtime has been increased to \$11.00.
20. With one exception covered by the collective agreement, all periods of continuous or intermittent employment with the Library of Parliament and employers listed in Schedules I, IV and V of the Financial Administration Act will serve as the basis for calculating **vacation leave credits**.



- 21. An employee's accumulated **sick leave credits** with a previous employer will be recognized at the Employer's discretion.
- 22. The requirement to work on a **travel** day is no longer a prerequisite to overtime compensation.
- 23. In addition, when an employee **travels** on a day not worked during a short week, this day will be replaced by a workday of equivalent working hours.
- 24. Employees will be compensated at the applicable **overtime** rate for the first five (5) hours travelled in excess of the normal daily hours of work and at straight time for the remaining contiguous hours travelled.
- 25. Similarly, an employee who travels on a day of rest or on a designated paid holiday will be compensated at the applicable **overtime** rate for the first five (5) hours travelled and at straight time for the remaining contiguous hours travelled.

A Telework Policy must be developed in consultation with CAPE within one hundred and eighty days of the arbitral award.

26. Subject to operational requirements, employees will be allowed time off with pay to a maximum of two (2) hours for **medical and dental appointments**.

27. An employee eligible for a promotion may request a formal assessment of his/her performance if the employee has not received a **performance appraisal** within the past year.

28. A **Telework** Policy must be developed in consultation with CAPE within one hundred and eighty days of the arbitral award.

- 29. The collective agreement guarantees the right to work in a workplace free from all forms of **harassment**. The inclusion of a harassment article in the agreement also provides employees with recourse to a neutral third party, the Public Service Labour Relations Board.
- 30. The **Hours of Work** Article has been modified to allow more flexibility in setting the calendar of long weeks while ensuring that there can be no less than 16 short weeks of 30 hours.