

June 20, 2019

**COMPREHENSIVE OFFER OF SETTLEMENT BETWEEN THE
CANADIAN ASSOCIATION OF PROFESSIONAL EMPLOYEES**

AND



THE TREASURY BOARD SECRETARIAT OF CANADA

IN RESPECT OF THE TRANSITION MEASURES FOR RCMP CIVILIAN MEMBERS

IN THE FOLLOWING BARGAINING UNITS

**ECONOMICS AND SOCIAL SCIENCE SERVICES (EC) GROUP
TRANSLATION (TR) GROUP**

1. The following Memorandum of Agreement with respect to certain terms and conditions of employment for deemed Royal Canadian Mounted Police Civilian Members will be incorporated as an appendix to the collective agreements for each of the Canadian Association of Professional Employees (CAPE) bargaining units as listed above.
2. The parties agree that the terms and conditions of employment applicable to RCMP civilian members will remain in effect until the earlier of the date of deeming or until a date mutually agreed to by the parties. The provisions of the collective agreement and this Memorandum of Agreement will apply to civilian members thereafter.
3. The Employer and the CAPE agree to withdraw all remaining items not identified in the Memorandum of Agreement and agree that civilian member transition measures will not be further discussed at the EC and TR bargaining tables.

	
The Canadian Association of Professional Employees	Treasury Board of Canada
DATE <i>June 20 2019</i>	DATE <i>June 20, 2019</i>

MEMORANDUM OF AGREEMENT
WITH RESPECT TO
CERTAIN TERMS AND CONDITIONS OF EMPLOYMENT
FOR DEEMED ROYAL CANADIAN MOUNTED POLICE CIVILIAN MEMBERS

General

This memorandum is to give effect to the agreement reached between the Employer and the Canadian Association of Professional Employees (CAPE) on certain terms and conditions of employment applicable to employees that were Royal Canadian Mounted Police (RCMP) Civilian Members on the day immediately preceding the date on which they were deemed to be persons appointed under the *Public Service Employment Act* as per the date published in the Canada Gazette (date of deeming).

The parties agree that the terms and conditions of employment applicable to RCMP civilian members will remain in effect until the earlier of the date of deeming or until a date mutually agreed to by the parties. The provisions of the collective agreement and this Memorandum of Agreement will apply to civilian members thereafter. For greater clarity, paragraphs 3 a. to c. of the "Memorandum of Understanding between the Treasury Board and the Bargaining Agents with Respect to Implementation of the Collective Agreement" as agreed to by CAPE and Treasury Board do not apply to civilian members.

Upon written request of the CAPE, the Employer agrees to incorporate into this agreement any civilian member transition measures, negotiated with any other bargaining agents between now and the date of deeming, that are more generous than those contained in this agreement.

Any amendments to this agreement shall require the written agreement of the CAPE and the Employer.

Notwithstanding the applicability of the general provisions of this collective agreement, the following specific provisions also shall apply to deemed civilian members (thereafter former civilian members).

Eligibility

The transition measures contained in this agreement will continue for as long as the former civilian member remains within a bargaining unit represented by CAPE within the RCMP.

Existing leave credits

The Employer agrees to accept any unused, earned leave banks of a former civilian member to which he or she was entitled to on the day immediately prior to the date of deeming (including vacation leave credits, lieu time, operational response, and isolated post credits).

For greater clarity, existing leave banks will not be prorated to reflect the change from a 40 hour workweek to a 37.5 hour workweek.

Vacation Leave

Accumulation of vacation leave credits

The Employer agrees to maintain the vacation leave credit accrual entitlement that is in effect on the day immediately prior to the date of deeming. The former civilian member will maintain his or her vacation leave entitlement until the next anniversary of service threshold, provided that the vacation leave credit accrual schedule contained in this collective agreement is equal to or greater than their corresponding leave entitlement.

For greater clarity, the vacation accrual rate post deeming will be prorated to reflect the change from a 40 hour workweek to a 37.5 hour workweek in accordance with the following table:

Conversion Table:

Vacation leave accrual rate prior to deeming (i.e., 40 hour work week (CM) (hourly credits per month)	Vacation leave accrual rate post deeming (i.e., 37.5 hour work week) (PSE) (hourly credits per month)
10	9.375
13.33	12.5
16.66	15.625
20	18.75

Vacation Leave Adjustment

Former civilian members will be granted forty (40) hours of vacation leave credits and these credits will not be subject to the carry-over provisions of the applicable collective agreement.

Former civilian members are subject to all other provisions outlined in the vacation leave article of the relevant collective agreement.

Sick Leave

Granting of sick leave credits



In recognition of the civilian members' transition from an unrestricted sick leave regime to a sick leave bank regime, upon the date of deeming, former civilian members shall be granted a bank of sick leave credits that is the greater of 6.25 hours for each completed calendar month of service or 487.50 hours of sick leave credits.

Pay Increment

The anniversary date for the purpose of pay increment will be the date on which the former civilian member received her or his last pay increment.



Relocation on Retirement Benefit

Upon the date of deeming, former civilian members who were relocated at the Crown's expense will be eligible for a retirement relocation. Claims for reimbursement of relocation expenses shall be paid in accordance with the Treasury Board Secretariat of Canada (TBS) approved RCMP Relocation Policy that is in effect at the time the former civilian member retires from the core public administration. The Employer also agrees to consult with CAPE about any contemplated changes to this policy.

Funeral and Burial Entitlements

Former civilian members shall remain eligible for funeral and burial entitlements in accordance with the RCMP's Death Benefits, Funeral and Burial Entitlements Policy that is in effect at the time the benefits are applied for. The Employer also agrees to consult with CAPE about any contemplated changes to this policy.

Upon their retirement, these entitlements will continue until their death.

	
The Canadian Association of Professional Employees	Treasury Board of Canada
DATE June 20 2019	DATE 20 juin 2019.