



File: 2121-EB-3

May 13, 2025

TO: ALL MEMBERS OF THE PSAC – RCMP CIVILIAN MEMBERS

RE: TENTATIVE AGREEMENT

On March 31st, PSAC reached a tentative agreement with Treasury Board on transitional provisions for the RCMP civilian members (CMs).

Negotiations between Treasury Board and the bargaining team representing more than 600 RCMP Civilian Members took several months as the team prioritized essential protections and ensures stability and clarity.

The tentative agreement would include new language in the PA, TC, SV, and EB collective agreements to recognize the unique differences between civilian members and other federal public service workers.

HIGHLIGHTS OF THE TENTATIVE AGREEMENT

PAY RATES

All CMs already pay-matched will maintain their current rates of pay.

The tentative agreement contains pay matching language for FLI-FIT and FLI-FSLT members.

The rates of pay for FLI-FIT positions will be aligned with the corresponding CR and GT rates of pay as follows:

- FLI-FIT-01 aligned with the rates of pay of CR-05
- FLI-FIT-02 aligned with the rates of pay of GT-04 (5.0% wage increase at the top rate)
- FLI-FIT-03 aligned with the rates of pay of GT-05 (8.7% wage increase at the top rate)
- FLI-FIT-04 aligned with the rates of pay of GT-06 (4.8% wage increase at the top rate)

The rates of pay for FLI-FSLT positions will be aligned with the corresponding EG rates of pay as follows:

- FLI-FSLT-01 aligned with the rates of pay of EG-02
- FLI-FSLT-02 aligned with the rates of pay of EG-04
- FLI-FSLT-03 aligned with the rates of pay of EG-06
- FLI-FSLT-04 aligned with the rates of pay of EG-07

HOURLY RATE

Upon entry into the collective agreement, CMs will convert to a 37.5-hour work week. CMs annual salary will remain unchanged, resulting in a 6.6% increase in value to the hourly rate of pay.

SICK LEAVE

The RCMP confirms that CMs will maintain their eligibility to the RCMP sick leave and disability management regimes currently in effect for the term of the Memorandum of Understanding (MOU) Between the TBS and the PSAC. This MOU will be included as an appendix and will be subject to renewal by the parties, as applicable.

TBS and PSAC have also agreed to create a joint working group to review the sick leave, injury-on-duty and disability management entitlements currently applicable to CMs sub-groups.

Finally, should the Treasury Board make a decision on deeming, the parties will enter into discussions related to the establishment of a sick leave bank. If, on the date of deeming, an agreement has not been reached the parties can proceed to arbitration.

VACATION LEAVE

Vacation leave provisions of the CAs apply to CMs with the following transition measures:

- The Employer agrees to maintain the employees' vacation leave credit accrual entitlement that is in effect on the day immediately prior to the date on which the CA applies to CMs. These employees will maintain this vacation leave entitlement until the next anniversary of service threshold contained in the collective agreement.
- The Employer agrees to accept the unused, earned vacation leave credits (balance) of an employee accrued prior to the date on which the CA will apply to CMs; existing leave banks will not be prorated to reflect the change from a 40-hour to a 37.5-hour workweek (increasing bank values by 6.6%)
- Employees will be granted a one-time forty (40) hours of vacation leave credits (these credits are in addition to the existing provisions in the CAs for 37.5 hours one-time entitlement).
- The CAs (i.e., 15 hours of leave with pay for personal reasons) apply to CMs, with the following one-time retroactive adjustment:
 - CMs will also be granted 15 hours of additional personal leave for the first year.

CARRY-OVER AND/OR LIQUIDATION OF VACATION LEAVE

The CAs will apply to CMs after a two-year grace period. The carry-over and/or liquidation of vacation leave provisions of the respective PSAC collective agreements will not apply to civilian members until March 31, 2027.

The carry-over provisions set out in the RCMP National Compensation Manual will apply until the March 31, 2027.

FITNESS AND LIFESTYLE

RCMP will continue to be flexible in allowing CMs to take a weekly maximum of 60 minutes of time away from normal duty for physical activity.

FUNERAL AND BURIAL ENTITLEMENTS

CMs will remain eligible for funeral and burial entitlements in accordance with the RCMP's Death Benefits, Funeral and Burial Entitlements Policy.

RELOCATION ON RETIREMENT BENEFIT

The relocation on retirement benefit will be maintained for employees in the CMs sub-groups.

WORKFORCE ADJUSTMENT

Employees in the CMs sub-groups will remain subject to the provisions and entitlements in accordance with the RCMP's Work Force Adjustment Policy.

OVERTIME

The CAs will apply to CMs. Under the CAs overtime is paid at 1.5, 1.75 or 2.0 regular rate of pay, depending on duration, rest day, etc. The first day of rest is usually paid at 1.5 of the regular rates under the CA.

Upon entry into the collective agreement, CMs will convert to a 37.5-hour work week resulting in a 6.6% increase in value to the hourly rate of pay used to calculate overtime.

GRIEVANCE PROCESS

The collective agreement now governs the grievance process for terms and conditions of employment covered within the CA.

OTHER IMPORTANT PROTECTIONS IN THE TENTATIVE AGREEMENT

MEMORANDUM OF AGREEMENT (MOA) ON TERMS AND CONDITIONS OF EMPLOYMENT APPLICABLE TO RCMP CIVILIAN MEMBERS

The Memorandum of Agreement on Terms and Conditions of Employment Applicable to RCMP Civilian Members contains additional protections regarding:

- Carry-Over and/or Liquidation of Vacation Leave
- Leave with or without pay for other reasons
- RCMP Work Force Adjustment Directive
- RCMP Relocation Directive
- Civilian members transferred to positions in Limited-Duration Posts
- Hours of Work
- Standards of Discipline
- Grievances under the *RCMP Act*
- Archived Provisions on Severance Pay

The provisions contained in this MOA are outside the collective agreement but will continue for as long as the civilian member remains in a bargaining unit represented by the Alliance within the RCMP. They shall also continue to apply upon deeming of the RCMP category of employees, if ever applicable.

IMPLEMENTATION OF THE TRANSITION MEASURES

In the context of a reopener, the agreed upon terms and conditions of employment will be incorporated as an appendix to the PA, TC, SV and EB collective agreements. As collective agreements are being renewed, the CM specific language can be incorporated to the relevant articles wherever possible or as a separate appendix.

The group-specific MOA and the relevant collective agreement will apply to CMs effective on a date to be determined by the parties but no later than four (4) to six (6) months from the date of signing of this agreement.

Your Bargaining Committee unanimously recommends acceptance of this tentative agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Hladun'.

Marianne Hladun

PSAC Regional Executive Vice-President, Prairies

cc. David Neufeld, President, USJE
Negotiations Section
Dan Fisher, Director, Representation and Legal Services Branch
Regional Coordinators
Reine Zamat, Manager, Membership Administration
Sophy Gagne, Administrative Assistant, Membership Administration
ROB National Mobilization
Mark Populus, Manager, Member Information
Louise Casselman, Social Justice Fund Officer
Laura Avalos, Social Justice Fund Advisor

TENTATIVE AGREEMENT REACHED ON MARCH 31, 2025

EMPLOYER COMPREHENSIVE COUNTERPROPOSAL

The Employer presents this comprehensive proposal to conclude the discussions to reopen the PSAC collective agreements expiring in 2025 to include transition measures specific to Royal Canadian Mounted Police Civilian Members and extend their application to this group of employees.

This comprehensive proposal is composed of a Memorandum of Settlement (Part I) and of Group-Specific Memorandums of Agreement (MOA) (Part II) for four (4) of the PSAC groups.

PART I - Memorandum of Settlement

MEMORANDUM OF SETTLEMENT BETWEEN THE PUBLIC SERVICE ALLIANCE OF CANADA AND THE TREASURY BOARD OF CANADA IN RESPECT OF THE TRANSITION MEASURES FOR THE ROYAL CANADIAN MOUNTED POLICE CIVILIAN MEMBERS

1. This Memorandum of Settlement (MOS) confirms the agreement reached between the Public Service Alliance of Canada (the Alliance) and the Treasury Board of Canada (the Employer) to reopen the following collective agreements to include certain terms and conditions of employment specific to Royal Canadian Mounted Police (RCMP) Civilian Members (CM):
 - Education and Library Science (EB), expiring June 30, 2025;
 - Operational Services (SV), expiring August 4, 2025;
 - Program and Administrative Services (PA), expiring June 20, 2025;
 - Technical Services (TC), expiring June 21, 2025.
2. In the context of the reopener, the agreed upon terms and conditions of employment will be incorporated as an appendix to the PSAC collective agreements as listed above. As collective agreements are being renewed, the CM specific language will be incorporated to the relevant articles wherever possible or as an appendix (e.g., memorandum of understanding) wherever the term and condition of employment is not the topic of a collective agreement article. The group-specific MOA (Part II) will provide specific information on this regard.

3. The group-specific MOA and the relevant collective agreement will apply to CMs effective on a date to be determined by the parties but no later than four (4) to six (six) months from the date of signing of this MOS.
4. The Employer and the Alliance agree to withdraw all other outstanding transition measure items on which agreement has not been reached and agree that CM transition measures (i.e., terms that were required to be addressed to extend the application of the collective agreements to RCMP CMs) will not be further discussed at the EB, PA, SV, and TC bargaining tables that will be established for the renewal of the collective agreements expiring in 2025.
5. Should the Treasury Board make a decision on the Category of Employees, the parties agree that the following will be of no force and effect as of the date on which RCMP civilian members would be deemed to be persons appointed under the Public Service Employment Act:

Collective Agreement	Provisions
EB	<ul style="list-style-type: none"> • Article xx: grievance procedure (i.e., the grievance procedure specific to RCMP Civilian Members) • Article 36: National Joint Council agreements: <ul style="list-style-type: none"> ○ The statement related to the NJC Relocation Directive “this directive applies to employees classified as ED, LD, and EU only” included in clause 36.03. ○ Reference to “or clause xx.01 of the grievance procedure included in Appendix xx” included in clause 36.04. • Alternate provision reading: “This article does not apply to Royal Canadian Mounted Police Civilian Members classified as SP-EDU” included in Article 32: discipline. • Alternate provision reading: “This appendix does not apply to Royal Canadian Mounted Police Civilian Members classified as SP-EDU” included in Appendix B Workforce adjustment.
PA	<ul style="list-style-type: none"> • Article xx : grievance procedure (i.e., the grievance procedure specific to RCMP Civilian Members) • Article 7 National Joint Council agreements: <ul style="list-style-type: none"> ○ The statement related to the NJC Relocation Directive “this directive applies to employees classified as AS, IS, PM, WP, CM, DA, CR, OE, and ST only” included in clause 7.03. ○ Reference to “or clause xx.01 of the grievance procedure included in Appendix xx” included in clause 7.04. • Alternate provision reading: “This article does not apply to Royal Canadian Mounted Police Civilian Members classified as SP-ADM,

	<p>SP-CK, SP-LN, FLI-FIT-01, and SP-PDM” included in Article 17: discipline.</p> <ul style="list-style-type: none"> • Alternate provision reading: “This appendix does not apply to Royal Canadian Mounted Police Civilian Members classified as SP-ADM, SP-CK, SP-LN, FLI-FIT-01, and SP-PDM” included in Appendix D Workforce adjustment.
SV	<ul style="list-style-type: none"> • Article xx: grievance procedure (i.e., the grievance procedure specific to RCMP Civilian Members) • Article 7: National Joint Council agreements: <ul style="list-style-type: none"> ○ The statement related to the NJC Relocation Directive “this directive applies to employees classified as FR, GL, GS, HP, HS, LI, and SC only” included in clause 7.03. ○ Reference to “or clause xx.01 of the grievance procedure included in Appendix xx” included in clause 7.04. • Alternate provision reading: “This article does not apply to Royal Canadian Mounted Police Civilian Members classified as SP-SAT” included in Article 17: discipline. • Alternate provision reading: “This appendix does not apply to Royal Canadian Mounted Police Civilian Members classified as SP-SAT” included in Appendix I Workforce adjustment.
TC	<ul style="list-style-type: none"> • Article xx: grievance procedure (i.e., the grievance procedure specific to RCMP Civilian Members) • Article 7 National Joint Council agreements: <ul style="list-style-type: none"> ○ The statement related to the NJC Relocation Directive “this directive applies to employees classified as DD, EG, GT, PY, PI, and TI only” included in clause 7.03. ○ Reference to “or clause xx.01 of the grievance procedure included in Appendix xx” included in clause 7.04. • Alternate provision reading: “This article does not apply to Royal Canadian Mounted Police Civilian Members classified as SP-TC, FLI-FSLT, SP-GTEC, FLI-FIT-02, FLI-FIT-03, and FLI-FIT-04” included in Article 17: discipline. • Alternate provision reading: “This appendix does not apply to Royal Canadian Mounted Police Civilian Members classified as SP-TC, FLI-FSLT, SP-GTEC, FLI-FIT-02, FLI-FIT-03, and FLI-FIT-04” included in Appendix T Workforce adjustment.

6. The tentative agreement is subject to ratification by PSAC RCMP Civilian Members.
7. By signing the MOS, the parties agree that the Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to a Negotiations Protocol for Civilian Members of the Royal Canadian Mounted Police agreed upon by the parties on October 23, 2020 and signed by Sandra Hassan and Chris Aylward, is deemed fulfilled and is hereby deleted.

The Public Service Alliance of Canada (PSAC)	Treasury Board of Canada
DATE	DATE

TENTATIVE AGREEMENT REACHED MARCH 31, 2025**MEMORANDUM OF AGREEMENT BETWEEN THE PUBLIC SERVICE ALLIANCE
OF CANADA AND THE TREASURY BOARD OF CANADA IN RESPECT OF THE
TRANSITION MEASURES FOR THE ROYAL CANADIAN MOUNTED POLICE
CIVILIAN MEMBERS**

This Memorandum of Agreement (MOA) confirms the agreement reached between the Public Service Alliance of Canada (the Alliance) and the Treasury Board of Canada (the Employer) to reopen the Education and Library Science (EB) collective agreement, expiring on June 30, 2025, to include certain terms and conditions of employment specific to Royal Canadian Mounted Police (RCMP) Civilian Members (CM) classified as SP-EDU.

In the context of the reopener, the agreed upon terms and conditions of employment will be incorporated as an appendix to the collective agreement.

At the time of its renewal, the CM specific language will be incorporated to the relevant articles wherever possible or as an appendix (e.g., as a memorandum of understanding) wherever the term and condition of employment is not the topic of a collective agreement article. Each of the transition measure includes a “Note” section which provides specific **recommendations** to facilitate this process.

The transition measures included in this MOA and the Education and Library Science Collective Agreement will apply to RCMP CMs classified as SP-EDU effective on *(include the date on which the collective agreement will apply to RCMP Civilian Members)* (the date will be no later than four to six months from the date of signing of the MOS).

This agreement will not result in any retroactive payment or adjustment. For greater certainty, any changes become effective as per the collective agreement implementation timelines included in Appendix K of the collective agreement.

Annex A (see attached) includes all the agreed upon terms and conditions of employment.

The Public Service Alliance of Canada (PSAC)	Treasury Board of Canada

DATE	DATE
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Annex A**Terms and Conditions of Employment Specific to Royal Canadian Mounted Police
(RCMP) Civilian Members (CM) Classified as SP-EDU**

A new Grievance Procedure article specific to RCMP Civilian Members is added to the Education and Library Science Collective Agreement.

***Note:** The new article will be included in the body of the collective agreement (immediately following the existing grievance procedure article) and removed from this MOA when the collective agreement expiring on June 30, 2025, will be renewed. Consequential renumbering of the collective agreement will be required.*

New Article: grievance procedure**Alternate Provision**

This article applies to Royal Canadian Mounted Police Civilian Members classified as SP-EDU only. For greater clarity, article 37: grievance procedure does not apply to Royal Canadian Mounted Police Civilian Members.

XX.01 In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council of the Public Service on items which may be included in a collective agreement and which the parties to this agreement have endorsed, the grievance procedure will be in accordance with section 15 of the NJC by-laws.

Individual grievances

XX.02 Subject to and as provided in section **238.24** of the *Federal Public Sector Labour Relations Act*, an employee may present an individual grievance to the Employer if **they feel aggrieved by the interpretation or application, in respect of the employee, of a provision of a collective agreement or arbitral award.**

Group grievances

XX.03 Subject to and as provided in section 215 of the *Federal Public Sector Labour Relations Act*, the Alliance may present a group grievance to the Employer on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of the collective agreement or an arbitral award.

- a. In order to present a group grievance, the Alliance must first obtain the written consent of each of the employees concerned.

- b. A group grievance shall not be deemed to be invalid by reason only of the fact that the consent is not in accordance with Form 19.
- c. A group grievance must relate to employees in a single portion of the federal public administration.

Policy grievances

XX.04 Subject to and as provided in section 220 of the *Federal Public Sector Labour Relations Act*, the Alliance or the Employer may present a policy grievance in respect of the interpretation or application of the collective agreement or an arbitral award.

- a. A policy grievance may be presented by the Alliance only at the final level of the grievance procedure, to an authorized representative of the Employer. The Employer shall inform the Alliance of the name, title and address of this representative.
- b. The grievance procedure for a policy grievance by the Employer shall also be composed of a single level, with the grievance presented to an authorized representative of the Alliance. The Alliance shall inform the Employer of the name, title and address of this representative.

Grievance procedure

XX.05 For the purposes of this article, a grievor is an employee or, in the case of a group or policy grievance, the Alliance.

XX.06 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause a grievor to abandon a grievance or refrain from exercising the right to present a grievance, as provided in this collective agreement.

XX.07 The parties recognize the value of informal discussion between employees and their supervisors and between the Alliance and the Employer to the end that problems might be resolved without recourse to a formal grievance. When notice is given that an employee or the Alliance, within the time limits prescribed in clause XX.15, wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

XX.08 A grievor wishing to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the employee's immediate supervisor or local officer-in-charge who shall forthwith:

- a. forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,
and
- b. provide the grievor with a receipt stating the date on which the grievance was received.

XX.09 A grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.

XX.10 Subject to and as provided for in the *Federal Public Sector Labour Relations Act*, a grievor who feels treated unjustly or aggrieved by an action or lack of action by the Employer **in the interpretation or application of this collective agreement or an arbitral award** is entitled to present a grievance in the manner prescribed in clause XX.08, except that:

- a. where there is another administrative procedure provided by or under any act of Parliament to deal with the grievor's specific complaint such procedure must be followed,
and
- b. an employee is not entitled to present the grievance unless **they have** the approval of and **are** represented by the Alliance.

XX.11 There shall be no more than a maximum of **three (3)** levels in the grievance procedure. The levels shall be as follows:

- a. level 1: first level of management;
- b. level 2: intermediate level **of management**;
- c. final level: **Commissioner or an authorized representative**.

No Employer representative may hear the same grievance at more than one level in the grievance procedure.

XX.12 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.

XX.13 This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Alliance.

XX.14 An employee **must** be ~~assisted and/or~~ represented by the Alliance when presenting a grievance at any level. The Alliance shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

XX.15 A grievor may present a grievance to the first level of the procedure in the manner prescribed in clause XX.08, not later than the twenty-fifth (25th) day after the date on which the grievor is notified or on which the grievor first becomes aware of the action or circumstances giving rise to the grievance. The Employer may present a policy grievance in the manner prescribed in clause XX.04 not later than the twenty-fifth (25th) day after the date on which the

Employer is notified orally or in writing or on which the Employer first becomes aware of the action or circumstances giving rise to the policy grievance.

XX.16 A grievor may present a grievance at each succeeding level in the grievance procedure beyond the first level either:

- a. where the decision or settlement is not satisfactory to the grievor, within ten (10) days after that decision or settlement has been conveyed in writing to the grievor by the Employer,
or
- b. where the Employer has not conveyed a decision to the grievor within the time prescribed in clause XX.17, within fifteen (15) days after presentation by the grievor of the grievance at the previous level.

XX.17 The Employer shall normally reply to a grievance at any level of the grievance procedure, except the final level, within ten (10) days after the grievance is presented, and within twenty (20) days where the grievance is presented at the final level except in the case of a policy grievance, to which the Employer shall normally respond within thirty (30) days. The Alliance shall normally reply to a policy grievance presented by the Employer within thirty (30) days.

XX.18 The Employer will provide the appropriate representative of the Alliance with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

XX.19 Clause intentionally left blank to permit symmetry of clause numbers in articles 37 and xx.

XX.20 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.

XX.21 Where the provisions of clause XX.08 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked, and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the **RCMP**. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present the grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

XX.22 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer, the grievor and the appropriate Alliance representative.

XX.23 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels except the final level may be eliminated by agreement of the Employer, the grievor, and the Alliance.

XX.24 Clause intentionally left blank to permit symmetry of clause numbers in articles 37 and xx.

XX.25 A grievor may by written notice to the immediate supervisor or officer-in-charge abandon a grievance.

XX.26 Any grievor who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond the grievor's control, the grievor was unable to comply with the prescribed time limits.

XX.27 Where a grievance has been presented up to and including the final level in the grievance procedure with respect **to the interpretation or application of a provision of this collective agreement or related arbitral award and the grievance has not been resolved, it may be referred to adjudication in accordance with the provisions of the Federal Public Sector Labour Relations Act and Regulations.**

XX.28 The employee is not entitled to refer the grievance to adjudication unless the Alliance signifies:

- a. its approval of the reference of the grievance to adjudication,
and
- b. its willingness to represent the employee in the adjudication proceedings.

Expedited adjudication

XX.29 The parties agree that any adjudicable grievance may be referred to the following expedited adjudication process:

- a. At the request of either party, a grievance that has been referred to adjudication may be dealt with through expedited adjudication with the consent of both parties.
- b. When the parties agree that a particular grievance will proceed through expedited adjudication, the Alliance will submit to the FPSLREB the consent form signed by the grievor or the bargaining agent.
- c. The parties may proceed with or without an Agreed Statement of Facts. When the parties arrive at an Agreed Statement of Facts it will be submitted to the FPSLREB or to the Adjudicator at the hearing.
- d. No witnesses will testify.
- e. The Adjudicator will be appointed by the FPSLREB from among its members who have had at least three (3) years' experience as a member of the Board.

- f. Each expedited adjudication session will take place in Ottawa unless the parties and the FPSLRB agree otherwise. The cases will be scheduled jointly by the parties and the FPSLRB, and will appear on the FPSLRB schedule.
- g. The Adjudicator will make an oral determination at the hearing, which will be recorded and initialled by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five (5) days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.
- h. The Adjudicator's determination will be final and binding on all the parties but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court.

Article 36: National Joint Council agreements is amended as follows:

Note: The amended language will be included in the relevant article and removed from this MOA when the collective agreement expiring on June 30, 2025, will be renewed

Article 36: National Joint Council agreements

36.01 Agreements concluded by the National Joint Council (NJC) of the public service on items which may be included in a collective agreement and which the parties to this agreement have endorsed after December 6, 1978, will form part of this agreement, subject to the *Federal Public Sector Labour Relations Act* (FPSLRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any act specified in section 113(b) of the FPSLRA.

36.02 The NJC items which may be included in a collective agreement are those which the parties to the NJC agreements have designated as such or upon which the Chairperson of the Federal Public Sector Labour Relations and Employment Board has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978.

36.03

- a. The following directives, as amended from time to time by National Joint Council recommendation, which have been approved by the Treasury Board, form part of this agreement:

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- *Bilingualism Bonus Directive*
- *Commuting Assistance Directive*
- *First Aid to the General Public: Allowance for Employees*
- *Foreign Service Directives*
- *Isolated Posts and Government Housing Directive*
- *NJC Relocation Directive (this directive applies to employees classified as ED, LS, and EU only)*
- *Occupational Health and Safety Directive*
- *Public Service Health Care Plan Directive*
- *Travel Directive*
- *Uniforms Directive*

- b. During the term of this agreement, other directives may be added to the above-noted list.

36.04 Grievances in regard to the above directives shall be filed in accordance with clause 37.01 of the article on grievance **procedure or clause xx.01 of the grievance procedure included in Appendix xx** *(include the relevant clause number of the Grievance Procedure article that will be included in Annex A of the EB group MOA (Part 2) in this agreement. Note: At the time of renewal of the collective agreement expiring on June 30, 2025, the appendix number will be*

replaced by the relevant article number that will have been included in the body of the collective agreement)

Article 32: discipline is amended as follows:

Note: The amended language will be included in the relevant article and removed from this MOA when the collective agreement expiring on June 30, 2025, will be renewed.

Article 32: discipline**Alternate Provision**

This article does not apply to Royal Canadian Mounted Police Civilian Members classified as SP-EDU.

32.01 When an employee is suspended from duty or terminated in accordance with paragraph 12(1)(c) of the *Financial Administration Act*, the Employer undertakes to notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.

32.02 When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting.

32.03 The Employer shall notify the local representative of the Alliance as soon as possible that such suspension or termination has occurred.

32.04 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

32.05 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.

Article 20: vacation leave with pay is amended to include a new clause 20.03.

Note: The new clause will be included in the relevant article and removed from this MOA when the collective agreement expiring on June 30, 2025, will be renewed.

Article 20: vacation leave with pay**New clause:****20.03**

Notwithstanding 20.02 above, effective on *(include the date on which the collective agreement will apply to RCMP Civilian Members)* the following shall apply to Royal Canadian Mounted Police Civilian Members classified as SP-EDU only.

- a. The Employer agrees to accept the unused, earned vacation leave credits (balance) of an employee accrued prior to *(include the date on which the collective agreement will apply to RCMP Civilian Members)*.

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

- b. The Employer agrees to maintain the employees' vacation leave credit accrual entitlement that is in effect on the day immediately prior to *(include the date on which the collective agreement will apply to RCMP Civilian Members)*. These employees will maintain their 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, effective on *(include the date on which the collective agreement will apply to RCMP Civilian Members)*, the vacation accrual rate will be pro-rated 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 the day prior to <i>(include the date on which the collective agreement will apply to RCMP Civilian Members)</i> (i.e., based on a 40-hour workweek) (hourly credits per month)	Vacation leave accrual rate effective on <i>(include the date on which the collective agreement will apply to RCMP Civilian Members)</i> agreement (i.e., 37.5-hour workweek) (PSE) (hourly credits per month)
10	9.375
13.33	12.5
16.66	15.625

Conversion table

Vacation leave accrual rate the day prior to (include the date on which the collective agreement will apply to RCMP Civilian Members) (i.e., based on a 40-hour workweek) (hourly credits per month)	Vacation leave accrual rate effective on (include the date on which the collective agreement will apply to RCMP Civilian Members) agreement (i.e., 37.5-hour workweek) (PSE) (hourly credits per month)
20	18.75

- c. **Vacation leave adjustment**
Employees will be granted a one-time forty (40) hours of vacation leave credits and these credits will not be subject to the carry-over provisions of the collective agreement. For clarity, employees shall be credited the leave described in 20.03(c) only once in their total period of employment in the public service.
- d. Notwithstanding 20.02 above, employees will cease to earn vacation leave credits when on extended sick leave with pay for a period of twelve (12) continuous months or greater. Accumulation of vacation leave credits shall resume once the employee reports for duty for at least seventy-five (75) hours.
- e. Effective on (include the date on which the collective agreement will apply to RCMP Civilian Members), employees become subject to all other provisions outlined in Article 20: vacation leave.

Article 24: severance pay is amended as follows:

Note: The amended language will be included in the relevant article and removed from this MOA when the collective agreement expiring on June 30, 2025, will be renewed.

Article 24: severance pay

24.01 Under the following circumstances and subject to clause 24.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

a. **Layoff (or “discharge for the promotion of economy and efficiency in the RCMP” as defined in the *RCMP Act* for employees classified as SP-EDU)**

- i. On the first layoff, for the first complete year of continuous employment, two (2) weeks’ pay, or three (3) weeks’ pay for employees with ten (10) or more and less than twenty (20) years continuous employment, or four (4) weeks’ pay for employees with twenty or more years of continuous employment, plus one (1) week’s pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week’s pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- ii. On second or subsequent layoff one (1) week’s pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week’s pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under subparagraph (a)(i).

b. **Rejection on probation**

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week’s pay.

c. **Death**

If an employee dies, there shall be paid to the employee’s estate a severance payment in respect of the employee’s complete period of continuous employment, comprised of one (1) week’s pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week’s pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks’ pay, regardless of any other benefit payable.

- d. **Termination for cause for reasons of incapacity or incompetence (including “for physical or mental disability” as defined in the *RCMP Act* for employees classified as SP-EDU)**
- i. When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to section 12(1)(e) of the *Financial Administration Act* or 20.2(1)(g) of the *Royal Canadian Mounted Police Act*, one (1) week’s pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.
 - ii. When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to section 12(1)(d) of the *Financial Administration Act* or 20.2(1)(e) of the *Royal Canadian Mounted Police Act*, one (1) week’s pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

24.02 Severance benefits payable to an employee under this article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clauses 24.01 and 24.04 be pyramided.

For greater certainty, payments in lieu of severance for the elimination of severance pay for volunteer separation (resignation and retirement) made pursuant to 24.04 to 24.07 under Appendix J or similar provisions in other collective agreements or **RCMP policy instruments** shall be considered as a termination benefit for the administration of this clause.

24.03 Appointment to a separate agency organization

An employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* shall be paid any outstanding payment in lieu of severance, if applicable under Appendix J.

24.04 Employees who were subject to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) and who opted to defer their payment, the former provisions outlining the payment in lieu are found at Appendix J.

Appendix “A”: annual rates of pay and pay notes is amended to include the rates of pay of the RCMP CM group SP-EDU.

***Note:** The rates of pay and pay notes section will be included in Appendix A and removed from this MOA when the collective agreement expiring on June 30, 2025, will be renewed.*

Appendix “A”: annual rates of pay and pay notes

Rates to be included here.

(...)

ANNEX “A3”

Alternate Provision

SP-EDU Sub-Group pay notes

Pay increments for Royal Canadian Mounted Police Civilian Members classified as SP-EDU are administered in accordance with the following:

The pay increment period for indeterminate employees classified as SP-EDU will continue to take effect annually on the applicable date within the pay period according to the RCMP pay calendar. A pay increment shall be to the next rate in the scale of rates.

Appendix “B”: Workforce Adjustment is amended as follows:

***Note:** The amended language will be included in the relevant appendix and removed from this MOA when the collective agreement expiring on June 30, 2025, will be renewed.*

**Appendix “B”
Workforce Adjustment**

Alternate Provision

This appendix does not apply to Royal Canadian Mounted Police Civilian Members classified as SP-EDU.

Appendix “K” is amended as follows to include provisions specific to RCMP Civilian Members.

Note: The amended language will be included in the relevant appendix and removed from this MOA when the collective agreement expiring on June 30, 2025, will be renewed.

Appendix “K”**Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada With Respect to Implementation of the Collective Agreement**

Notwithstanding the provisions of clause 26.03 on the calculation of retroactive payments and clause 63.02 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.

1. The effective dates for economic increases will be specified in the collective agreement. Other provisions of the collective agreement will be effective as follows:
 - a. All components of the agreement unrelated to pay administration will come into force on signature of this agreement unless otherwise expressly stipulated.
 - b. Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature this agreement, on the date at which prospective elements of compensation increases will be implemented under 2.a).
 - c. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid as per the previous provisions until changes come into force as stipulated in 1.b).
2. The collective agreement will be implemented over the following time frames:
 - a. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.
 - b. Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.

- c. Prospective compensation increases and retroactive amounts that require manual processing will be implemented within four hundred and sixty (460) days after signature of this agreement.
3. Employee recourse
- a. Employees in the bargaining unit for whom this agreement is not fully implemented within one hundred and eighty (180) days after signature of this agreement 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 five hundred dollars (\$500). This amount will be included in their final retroactive payment.
 - b. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the compensation services verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Alliance regarding the format of the detailed breakdown.
 - c. In such a circumstance, for employees in organizations serviced by the Public Service Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay. For employees in organizations not serviced by the Public Service Pay Centre, employees shall contact the compensation services of their department.

Provisions applicable to the Royal Canadian Mounted Police (RCMP) Civilian Members only:

- a. **The implementation of the change to a thirty-seven decimal five (37.5) hour workweek and the rates of pay will be effective on *(include the date the collective agreement will apply to CMs)*.**
- b. **Rates of pay shall be implemented within 180 days of the date of signature of this agreement.**
- c. **The parties recognize that the implementation of the collective agreement will require a number of systems changes and updates in the RCMP pay-related systems for the employees classified as SP-EDU.**
- d. ~~**Pay increments for employees classified as SP-EDU will continue to take effect on the applicable date within the pay period according to the RCMP pay calendar.**~~
- e. **The Employer shall make its best efforts to implement the agreement in accordance with the specified timelines outlined in paragraph 2 above. Should compliance with the timelines not be possible, the Employer shall inform the Alliance, as required, and the parties will consult on any amended timelines.**

Appendix “J” is amended as follows:

Note: The amended language will be included in the relevant appendix and removed from this MOA when the collective agreement expiring on June 30, 2025, will be renewed.

Appendix “J”**Archived Provisions for the Elimination of Severance Pay for Voluntary Separations
(Resignation and Retirement)**

This appendix is to reflect the language agreed to by the Employer and the Public Service Alliance of Canada for the elimination of severance pay for voluntary separations (resignation and retirement) on July 2, 2011. These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.

Alternate Provision

This appendix does not apply to Royal Canadian Mounted Police Civilian Members classified as SP-EDU.

Article 24: severance pay

(...)

The collective agreement expiring on June 30, 2025, is amended to include a new memorandum of understanding (MOU) as an appendix:

Note: The MOU will be included as an appendix when the collective agreement expiring on June 30, 2025, will be renewed, as applicable.

New Appendix

Memorandum of Understanding Between the Treasury Board of Canada (the Employer) and the Public Service Alliance of Canada (hereafter the Alliance) for the Review of Sick Leave and Disability Management for Royal Canadian Mounted Police Civilian Members Classified as SP-EDU

This memorandum of understanding (MOU) is to give effect to the understanding reached between the Employer, the Royal Canadian Mounted Police (RCMP), and the Alliance (hereafter referred to as “the parties”) regarding sick leave, injury-on-duty, disability management and long-term disability insurance applicable to the civilian members classified as SP-EDU.

The parties acknowledge the differences between the civilian members in the bargaining unit from the rest of the federal public service, including employees within the ED, LS, and EU groups. To this end, the parties agree to create a joint working group to review the sick leave, injury-on-duty and disability management entitlements currently applicable to the civilian members classified as SP-EDU, and to discuss options to modernize it.

The joint working group will meet within 120 days of the effective date of the collective agreement to commence its work. This timeline may be extended by mutual agreement between the parties.

The following articles/clauses will not apply to Royal Canadian Mounted Police Civilian Members classified SP-EDU for the duration of this MOU:

- Article 19 – Sick leave with pay
- Clause 22.15 – Injury-on-duty leave
- Clause 22.05 – Special maternity allowance for totally disabled employees (part of Article 22 – Other leave with or without pay)
- Clause 22.08 – Special parental allowance for totally disabled employees (part of Article 22 – Other leave with or without pay)
- Clause 38.15 – sick leave (part of Article 38 – Part-time employees)

This memorandum will remain in effect until the renewal of the collective agreement, **or** upon a decision of the Treasury Board on the RCMP category of employees, **or** upon agreement between the parties on the implementation of a modernized regime, whichever comes first.

For greater clarity, it may be renewed or amended by mutual consent of the parties.

The collective agreement expiring on June 30, 2025, is amended to include a new memorandum of understanding (MOU) as an appendix:

Note: The MOU will be included as an appendix when the collective agreement expiring on June 30, 2025, will be renewed, as applicable.

New Appendix

Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with Respect to Certain Terms and Conditions of Employment for Civilian Members of the Royal Canadian Mounted Police

General

This memorandum of understanding (MOU) is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada (the Alliance) on certain terms and conditions of employment applicable to represented civilian members working for the Royal Canadian Mounted Police (RCMP).

Notwithstanding the applicability of the general provisions of the Education and Library Science group collective agreement, the following specific provisions shall also apply to civilian members in the bargaining unit on *(include the date on which the collective agreement will apply to RCMP Civilian Members)*.

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

Eligibility

The provisions contained in this MOU will continue for as long as the employee remains in a bargaining unit represented by the Alliance within the RCMP. They shall also continue to apply upon a decision of the Treasury Board on the RCMP category of employees unless specified otherwise.

The provisions of this MOU would also apply to civilian members classified as SP-EDU the day immediately preceding the effective date of the Treasury Board decision on the Category of Employees, irrespective of when they became members of a bargaining unit represented by the Alliance.

Existing leave credits

The Employer agrees to accept any unused, earned leave banks of a civilian member to which he or she was entitled on the day immediately prior to *(include the date on which the collective agreement will apply to RCMP Civilian Members)* (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.

Relocation on retirement benefit

Civilian members in a PSAC bargaining unit who were relocated at the Crown's expense will be eligible for relocation on retirement. Claims for reimbursement of relocation expenses shall be paid in accordance with the Treasury Board Secretariat of Canada approved *RCMP Relocation Directive* that is in effect at the time the employee retires from the core public administration. The Employer also agrees to consult with the Alliance about any contemplated changes to this policy, as it pertains to relocation at retirement only.

Funeral and burial entitlements

Civilian members in a PSAC bargaining unit 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 the Alliance about any contemplated changes to this policy, excluding adjustments based on the Consumer Price Index.

Upon the employee's retirement, eligible benefits will continue until their death.

Sick Leave

Granting of sick leave credits

Should the Treasury Board make a decision on the Category of Employees, the parties will enter into discussions with the view of concluding an agreement related to the establishment of a sick leave bank. If, on the date of deeming, an agreement has not been reached, unless otherwise mutually agreed upon, negotiations will conclude, and the parties will proceed to arbitration related to the establishment of a sick leave bank.

This memorandum of understanding expires on June 30, 2025. For greater clarity, it may be renewed or amended by mutual consent of the parties.

The following Memorandum of Understanding (MOU) is deleted:

Note: The MOU concluded on October 23, 2020, on transition measures currently residing outside of the collective agreement is considered fulfilled, and is deleted effective on the signing of the MOA reopening the EB group collective agreement expiring on June 30, 2025.

~~**MEMORANDUM OF UNDERSTANDING**~~
~~**BETWEEN**~~
~~**THE TREASURY BOARD OF CANADA**~~
~~**AND THE**~~
~~**PUBLIC SERVICE ALLIANCE OF CANADA**~~
~~**WITH RESPECT TO A NEGOTIATIONS PROTOCOL**~~
~~**FOR CIVILIAN MEMBERS**~~
~~**OF THE ROYAL CANADIAN MOUNTED POLICE**~~

- ~~1. This Memorandum of Understanding is to give effect to the agreement reached between the Treasury Board of Canada (the Employer) and the Public Service Alliance of Canada (the Alliance) concerning the collective bargaining process to be followed to address differences that exist between the following Collective Agreements and the terms and conditions of employment that currently apply to civilian member occupations of the Royal Canadian Mounted Police (RCMP) that are pay matched to occupational groups of these bargaining units:~~
 - ~~• Program and Administrative Services (PA) Group~~
 - ~~• Technical Services (TC) Group~~
 - ~~• Operational Services (SV) Group~~
 - ~~• Education and Library Science (EB) Group~~
- ~~2. On the date published in the Canada Gazette, RCMP civilian members will be deemed to be persons appointed under the *Public Service Employment Act*.~~
- ~~3. Should the Federal Public Sector Labour Relations and Employment Board (FPSLREB) issue a decision pursuant to section 58 of the *Federal Public Sector Labour Relations Act* (FPSLRA) prior to the date of deeming declaring that RCMP civilian members are included in one of the bargaining~~

~~units listed in paragraph 1, the parties agree that the terms and conditions of employment applicable to RCMP civilian members will remain in effect until the date of deeming.~~

- ~~4. The Employer and the Alliance commit to engage in meaningful negotiations to address differences that exist between the RCMP civilian members' terms and conditions of employment and those contained in the Collective Agreements of the bargaining units listed in paragraph 1.~~
- ~~5. Such negotiations shall commence no later than 60 days following the signing of this Collective Agreement; or a decision from the FPSLREB declaring that RCMP civilian members are included in one of the bargaining units listed in paragraph 1, whichever occurs first.~~
- ~~6. If, on the date of deeming, an agreement on transitional provisions has not been reached, unless otherwise mutually agreed upon, negotiations will conclude.~~
 - ~~a. The parties will proceed to arbitration on outstanding provisions related to vacation leave entitlements, the establishment of a sick leave bank, maintaining relocation provisions on retirement, and funeral and burial entitlements. No other matter shall be subject to arbitration.~~
 - ~~b. Unless otherwise negotiated, all other terms and conditions for civilian members will be governed by the applicable Collective Agreement.~~
 - ~~c. Collective Agreements will be re-opened to include the transitional provisions negotiated by the parties or established by arbitral decision, if any.~~
- ~~7. Upon deeming, the Employer agrees to maintain the scheduled hours of work for civilian member (CM) employees currently employed in the Store Attendant (SPS-SAT) and Trades Master (SPS-TM) group and level that are pay-matched to the Stores Services (GS-STs) and Trades-Precision Working (GL-PRW) within the SV bargaining unit.~~

~~For greater clarity, upon deeming the eleven (11) affected SPS-SAT/TM CM employees will remain on a scheduled eight (8) and forty (40) hour work week inclusive of a meal period.~~
- ~~8. The current provisions identified in 6 (a) shall remain in force until an arbitration decision is rendered.~~
- ~~9. The parties agree to use one of the following individuals as an arbitrator: Morton Mitchnick, Dan Butler or Lorne Slotnick. If none of these arbitrators are available and there is no agreement on an alternative within one month,~~

~~the parties agree to ask the FPSLREB to appoint an arbitrator.~~

~~10. It is agreed that the factors to be considered by the arbitrator in making the arbitral award will be those contained under section 148 of the FPSLRA. Both parties shall act to conclude the arbitration process in a timely manner. In the event of disagreement between the parties regarding the conduct of the arbitration process, it shall be governed in accordance with Division 9 of the FPSLRA.~~

~~11. The RCMP will provide a commitment letter confirming that the application of the following flexibilities for CMs included in any of the bargaining units listed in paragraph 1 will remain in effect on the date of deeming, namely:~~

- ~~a. flexible start time at 6 am;~~
- ~~b. leave to assist in relocating a widowed parent or an orphaned brother or sister of the employee's spouse/common law partners family, or to visit a critically ill person certified to be critically ill by a medical practitioner;~~
- ~~c. subject to operational requirements, allow 60 minutes per week from normal work duty for physical activity;~~
- ~~d. standby and overtime;~~


~~For clarity, these flexibilities are not deemed to be transitional provisions under sub paragraph 6 a. above and shall not be subject to arbitration.~~

~~12. It is understood that this negotiations protocol will come into effect on the date of signing of this Collective Agreement, or the date on which the FPSLREB declares that RCMP civilian members are included in one of the bargaining units listed at paragraph 1, whichever occurs first, and does not prejudice the FPSLREB's authority to address the section 58 applications. It is also understood that any agreement resulting from this negotiations protocol can only come into effect after the FPSLREB has rendered a decision pursuant to section 58 of the FPSLRA declaring that RCMP civilian members are included in one of the bargaining units listed in paragraph 1 and can apply only to these members. It is finally understood that arbitration proceedings can only be initiated after such a decision by the FPSLREB.~~

~~13. This memorandum of understanding will expire upon conclusion of an agreement on transition measures or on the date of an arbitrator's decision on outstanding provisions.~~

~~Signed at Ottawa, this 23th day of the month of October 2020.~~

~~THE TREASURY BOARD
OF
CANADA~~



Sandra Hassan

~~THE PUBLIC SERVICE
ALLIANCE OF
CANADA~~



Chris Aylward

Royal Canadian Mounted Police



Gendarmerie royale du Canada

MEMORANDUM OF AGREEMENT

BETWEEN

THE ROYAL CANADIAN MOUNTED POLICE

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

WITH RESPECT TO CERTAIN TERMS AND CONDITIONS OF EMPLOYMENT FOR CIVILIAN MEMBERS

PART III - This MOU between the RCMP and the Alliance will reside outside of the collective agreement

General

This Memorandum of Agreement (MOA) is to give effect to the agreement reached between the Royal Canadian Mounted Police (hereafter the RCMP) and the Public Service Alliance of Canada (hereafter the Alliance) on certain terms and conditions of employment applicable to RCMP civilian members (CM) in the Education and Library Science (EB), Program and Administrative Services (PA), Operational Services (SV), and Technical Services (TC) bargaining units.

Notwithstanding the applicability of the general provisions of the EB, PA, SV, and TC groups' collective agreements, the following specific provisions shall also apply to CMs classified as SP-EDU, SP-ADM, SP-CK, FLI-FIT, SP-LN, SP-PDM, SP-SAT, SP-TC, FLI-FSLT, and SP-GTEC on the date of signing this MOA.

Any amendments to this agreement shall require the written agreement of the Alliance and the RCMP.

Eligibility

The provisions contained in this agreement will continue for as long as the CM remains in a bargaining unit represented by the Alliance within the RCMP. They shall also continue to apply upon a decision of the Treasury Board on the RCMP category of employees, as applicable.

One-time Extension of Personal Leave

As a one-time exception, CMs may use their fifteen (15) hours of leave with pay for reasons of a personal nature, or sixteen (16) hours of leave for the CMs classified as SP-SAT, granted in the 2024-2025 fiscal year until March 31, 2026, consistent with the following:

- Clause 22.17 (b) (EB collective agreement)
- Clause 55.02 (SV collective agreement)
- Article 43 (PA collective agreement)
- Article 49 (TC collective agreement)

Notwithstanding this exception, the granting of the leave remains subject to the general provisions found in the above-mentioned sections of the relevant collective agreement.

Carry-Over and/or Liquidation of Vacation Leave

The carry-over and/or liquidation of vacation leave provisions of the respective PSAC collective agreements will not apply to CMs until March 31, 2027:

- Clause 20.08 (EB collective agreement)
- Clause 37.11 (SV collective agreement)
- Clause 34.11 (PA collective agreement)
- Clause 38.07 (TC collective agreement)

For greater clarity, the carry-over provisions set out in the RCMP National Compensation Manual will apply until the date specified above.

It is understood from the date that this MOA applies until March 31, 2027, that CMs will make best efforts to reduce their annual leave balances to align within the maximum prescribed as per their respective collective agreements.

Leave with or without pay for other reasons

CMs at the RCMP are eligible to request leave with pay in the following two instances:

- to assist in relocating a widowed parent or an orphaned brother or sister in either the member's or the spouse/common law partner's family; or
- to visit a person who is certified as being critically ill by a medical practitioner

consistent with clauses:

- 22.17 (EB collective agreement)
- 55.01 (SV collective agreement)
- 53.01 (PA collective agreement)
- 57.01 (TC collective agreement)

Sick Leave and Disability Management

The RCMP confirms that CMs will maintain their eligibility to the RCMP sick leave and disability management regimes currently in effect for the term of the Memorandum of Understanding Between the Treasury Board of Canada (The Employer) and the Public Service Alliance of Canada (hereafter the Alliance) for the Review of Sick Leave and Disability Management for Royal Canadian Mounted Police Civilian Members.

RCMP Work Force Adjustment Directive

CMs shall remain subject to the provisions and entitlements outlined in the RCMP's Work Force Adjustment Directive that is in effect at the time the benefits are applied for. The RCMP agrees to consult with the Alliance about any contemplated changes to this directive. The Alliance may also request consultation with the RCMP about proposed or contemplated changes to the directive.

This provision will cease to apply upon a decision of the Treasury Board on the RCMP category of employees (deeming), as applicable.

RCMP Relocation Directive

CMs shall remain subject to the provisions and entitlements outlined in the RCMP Relocation Directive, including the retirement relocation benefit, that is in effect at the time that the relocation takes place. The RCMP agrees to consult with the Alliance about any contemplated changes to this directive. The Alliance may also request consultation with the RCMP about proposed or contemplated changes to the directive.

This provision will cease to apply upon a decision of the Treasury Board on the RCMP category of employees (deeming), as applicable.

Civilian members transferred to positions in Limited-Duration Posts

The RCMP will honor the terms of the pre-posting agreements for CMs who have been transferred to positions in limited-duration posts.

Fitness and Lifestyle

Where operational requirements permit, the RCMP will be flexible in allowing CMs to take a weekly maximum of 60 minutes of time away from normal duty for physical activity consistent with the policy applicable at the time of request.

Hours of Work

Where operational requirements permit, the RCMP will allow CMs to start their normal workday at 6 a.m.

PA collective agreement only:

The parties agree that CMs subject to the PA collective agreement who request and receive approval to start work at 6 a.m. will not be eligible for the late-hour premium under clause 25.12(b) for work performed between 6 a.m. and 7 a.m.

SV collective agreement Appendix C only:

The RCMP will maintain the scheduled hours of work for CMs classified as SP-SAT (Store Attendant) occupational group within the SV bargaining unit. For greater clarity, affected CMs will remain on a scheduled eight (8) and forty (40) hour work week inclusive of a meal period.

Standards of Discipline

For CMs who may have a notice of disciplinary action placed on their personnel working file, the RCMP commits to providing direction to all supervisory personnel requiring them to review the personnel working files in their control to ensure that the content complies with national RCMP policies which includes:

- CMM - ch. 2. Performance Evaluations, sections 1 and 5
- IMM - ch. 1.1. Information Management Stewardship, section 5. 3. 5.
- IMM - ch. 2.2. Employee Information Resources, section 7

Grievances under the RCMP Act

In accordance with section 31 of the *RCMP Act*, CMs remain entitled to present a grievance under Part III of the *RCMP Act* if they feel aggrieved by a decision, act or omission in the administration of the affairs of the RCMP in respect of which no other process for redress is provided by this Act, the regulations, or the Commissioner's Standing Orders.

Archived Provisions on Severance Pay

Severance pay for CMs for resignation and retirement was eliminated effective March 31, 2012. The historical provisions that were in effect prior to March 31, 2012 are appended to this MOA to reflect the relevant language in cases of deferred payment.

This MOA may be amended by mutual consent of the parties.

This MOA shall be effective from **(include the date on which the collective agreements (EB, PA, SV, and TC) will apply to CMs).**

Dated : _____

Dated : _____

For the Royal Canadian Mounted Police
Shelley Peters
Chief Human Resources Officer

For the Public Service Alliance of Canada
<< Signatory to be confirmed >>
<<position title>>

Appendix - Archived Provisions on Severance Pay**RCMP ADMINISTRATION MANUAL: APPENDIX II-4-10 (2008-02-18)****SEVERANCE PAY - RETIREMENT LEAVE****Interpretation****1. For the purpose of severance pay and retirement leave benefits:**

Retirement Leave means, subject to the provisions of section 12, one week's leave for each completed year of service.

Pay means pay at the substantive rank or level, and includes extra pay or allowances that are subject to superannuation deductions on the date of discharge.

Service includes service as:

(a) a member of the RCMP; or

(b) a member of a provincial or municipal police force taken over by the RCMP by agreement under Sec. 5 of the former *RCMP Act*, or Sec. 20(1) of the *RCMP Act* (R.S.C.1959, c.54), and a public service employee as defined in the *Public Service Superannuation Act*, including Schedule "A" service defined in the *Public Service Terms and Conditions of Employment Regulations*, and service in the Canadian Armed Forces, minus service for which retirement leave or a gratuity in lieu thereof, or severance pay has been granted, provided in each case,

(i) that engagement is effective within three months of release from the former employment. It should be noted that a newly engaged cadet who elects for prior service and such service is continuous with the engagement date as a cadet, i.e. the time frame between the date of discharge from the previous employer and engagement date with the RCMP is continuous or within 90 days, such elected service, upon discharging from the RCMP, will be counted towards severance benefits.

Such elected time will also count toward pension benefits. The non-contributory cadet service should not be interpreted as a break in service thus disentitling the elected service to count for severance entitlement upon retiring from the RCMP; and

(ii) that the member elects to contribute for that service under the *RCMP Superannuation Act*, or

(iii) that in any other case, if the member made a valid election to contribute for the former service under the *RCMP Superannuation Act* on or before April 1, 1975;

General Application

2. A member discharged for reason of having voluntarily resigned, or for having abandoned his/her position having to his/her credit 10 or more years of service, shall be paid one-half week's pay for each complete year of service to a maximum of 13 weeks.
3. Where a member is discharged for reason of having died, there shall be paid to his/her estate one week's pay for each complete year of service to a maximum of 28 weeks' pay.
4. A member having been discharged for reason of physical or mental disability due to intellectual or physical limitations, shall be paid one week's pay for each complete year of service to a maximum of 28 weeks' pay.
5. A member having been discharged for reason of economy or efficiency, shall be paid two weeks' pay for his/her first complete year of service, and one week's pay for each complete year of service thereafter, to a maximum of 28 weeks of pay.
6. A member discharged for reason of having voluntarily retired and thereby entitled to an immediate or deferred annuity or annual allowance, or compulsorily retired for reasons of having reached retirement age and thereby entitled to an immediate or deferred annuity or annual allowance, shall be paid one week's pay for each complete year of service to a maximum of 28 weeks of pay.
7. A member having been discharged on grounds of unsuitability (performance) having to his/her credit 10 or more years of service, shall be paid one half week's pay for each complete year of service to a maximum of 13 weeks of pay.
8. A member discharged for reason of dismissal (contravention of Code of Conduct), or having been sentenced to a term of imprisonment by a court in or outside of Canada for an offence, having to his/her credit 10 or more years of service may be paid at the discretion of the Commissioner, one half week's pay for each completed year of service, irrespective of his/her having an entitlement to an immediate or deferred annuity or annual allowance.
9. A member having been discharged for reason of irregular appointment having to his/her credit 10 or more years of service, shall be paid one week's pay for each complete year of service to a maximum of 28 weeks' pay, except when he/she is immediately reengaged and thereby having continuous service in which event no payment shall be made for that period of service until such time as the member is discharged for another reason.
10. A Civilian Member who engaged in the Force prior to the effective date of this submission, and who discharges with not less than five years' service in the Force, has reached sixty years of age, and elected to receive a deferred annuity in accordance with section 10(9)(b)(i) *RCMP Superannuation Act*, shall be paid one week's pay for each complete

year of service to a maximum of 28 weeks' pay.

Limitation

11. Under no circumstances shall a person to whom this authority applies:

(a) earn or have entitlement to any additional retirement leave, or any other form of leave while on retirement leave, and the person shall be struck off strength on the day retirement leave expires; or

(b) be compensated for any previous service which has been elected for under the *RCMP Superannuation Act* for which severance pay was previously paid, or pension retirement leave granted; or

(c) be compensated for any previous service which has not been elected for under the *RCMP Superannuation Act* regardless of whether or not severance pay was previously paid, or pension retirement leave was granted.

Transitional Provisions

Election of Retirement Leave and/or Severance Pay

12. Notwithstanding sections 2 to 10 inclusive, a member who engaged prior to January 1, 1970, may elect for retirement leave in lieu of severance pay or pay portion of retirement leave with the remainder as severance pay and, except as provided in section 13, in no case will the benefit exceed 28 weeks' combined retirement leave and severance.

Additional Benefits for Members who Complete 33 or More Years of Service

13. Notwithstanding any other provision in this authority, a member who engaged prior to March 18, 1976, or the estate of a deceased serving member who engaged prior to March 18, 1976, shall be paid upon completion of:

(a) 33 years' service, an additional 5 days' pay or 1 week retirement leave; or

(b) 34 years' service, an additional 10 days' pay or 2 weeks' retirement leave; or

35 or more years' service, an additional 12 days' pay or 2.4 weeks' retirement leave.