

**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 on \_\_\_\_\_

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Treasury Board of Canada

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Public Service Alliance of Canada