

RCMP CIVILIAN MEMBERS TENTATIVE AGREEMENT ON TRANSITIONAL PROVISIONS

CHANGES TO CMS TERMS AND CONDITIONS

The following chart summarizes some of the key changes to CMs terms and conditions of employment upon ratification of the tentative agreement.

Issue	RCMP Terms and Conditions	New Agreement
Hourly Rate of Pay	The RCMP utilizes a 40-hour workweek.	The Collective Agreement <u>apply to CMs.</u> 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.
Overtime	Overtime varies depending on duration, RTO or TOW. Working additional hours on TOW in excess of actual scheduled hours of work, grants 1.5 times regular rate of pay Working an RTO or on 1st and 2nd day when recalled to duty from vacation leave or LTO, grants 2.0 times regular rate of pay.	The Collective Agreement <u>apply to CMs.</u> Collective Agreement offer OT at 1.5, 1.75 or 2.0 regular rate of pay, depending on duration, rest day, etc. Members can qualify for OT at 2.0 times rate of pay if they work excess of 7.5 hours of OT on a regular workday, excess of 7.5 hours on 1st day of rest, or work on 2nd day of rest and subsequent days of rest
Shift and Weekend Premiums	\$2.00 shift premium per hour for eligible hour worked between 1600 and 0800 No shift premium on weekend or for overtime.	The Collective Agreement <u>apply to CMs.</u> \$2.25 shift premium per hour for each hour worked between 1600 and 0800 and during the weekend (including overtime hours).
LWOP – Care of	The RCMP provides LWOP for care of	The Collective Agreement <u>apply to CMs.</u>

Preschoolers/Care of Immediate Family	preschoolers for a maximum of 5 years in a member's career, such leave must not be taken in increments of less than 6 months.	<p>The CA provides for LWOP for care of immediate family, such leave is not limited to caring for preschool aged children but is rather anyone defined as immediate family in the CA (i.e., spouse (or common-law partner resident with the employee), children (including stepchildren, foster children, wards of the employee or children of spouse or common-law partner), parents (including stepparents or foster parents), siblings, stepsiblings, grandchildren, grandparents of the employee, parents-in-law, children-in-law, any relative permanently residing in the employee's household or with whom the employee permanently resides, or a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.).</p> <p>LWOP under the Collective Agreement can be taken in increments of at least 3 weeks.</p>
Grievance Procedure	The RCMP grievance procedure remains intact and is accessible for those issues not grievable under the collective agreement (i.e., RCMP relocation policy, discipline, etc.)	<p>A new grievance procedure article will be integrated as a standalone for CM –language will mirror Collective Agreement where applicable.</p> <p>Access to the grievance procedure under the collective agreement, which includes timeline mechanisms as well as the ability to refer grievances to adjudication in accordance with the provisions of the <i>Federal Public Sector Labour Relations Act and Regulations</i>.</p> <p>Civilian members 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.</p>
One-Time Vacation Leave Entitlement	A comparable provision does not exist.	<p>The Collective Agreement <u>apply to CMs</u>.</p> <p>CMs shall be credited a one-time entitlement of thirty-seven</p>

		decimal five (37.5) hours of vacation leave with pay upon entry into the Collective Agreement consistent with provisions for vacation leave.
Vacation Leave and One-Time Civilian Member Vacation Leave Adjustment	<p>Vacation accrual is superior to Collective Agreement, with a lower threshold for monthly accrual (i.e., a CM must only work 8 hours per month to accrue the vacation for that month v. 75 hours in the Collective Agreement).</p> <p>RCMP Accrual Schedule:</p> <p>0-5 years service: 15 days 5-10 years service: 20 days 10-23 years service: 25 days 23+ years service: 30 days</p>	<p>Vacation leave provisions of the Collective Agreement <u>apply to CMs</u> with the following transition measures:</p> <p>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 (i.e., increasing bank values by 6.6%)</p> <p>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 their vacation leave entitlement until the anniversary of service threshold, provided that the vacation leave credit accrual schedule contained in this CA is equal or greater than their corresponding leave entitlement.</p> <p>Employees will be granted a one-time forty (40) hours of vacation leave credits and these credits will not be subject to carry over provisions (these credits will not be prorated and are in addition to the existing provisions in the Collective Agreement for 37.5 hours one-time entitlement).</p> <p>CA Accrual Schedule:</p> <p>0-8 years service: 15 days 8-16 years service: 20 days 16-17 years service: 22 days 17-18 years service: 23 days 18-27 years service: 25 days 27-28 years service: 27 days</p>

		28+ years service: 30 days
Carry-over and/or Liquidation of Vacation Leave	The RCMP allows CMs to carry-over 400 hours of vacation leave, whereas the Collective Agreement allows for 262.5 hours.	<p>The Collective Agreement <u>will apply to CMs</u> after a two-year grace period:</p> <p>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.</p> <p>For clarity, the carry-over provisions set out in the National Compensation Manual will apply until the date specified above.</p>
Leave with or without Pay for Other Reasons	CMs have access to leave with or without pay 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.	The Collective Agreement <u>apply to CMs</u> . However, CMs will keep having the ability request leave with pay 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.
Compassionate Care Leave/Family Related Leave	<p>RCMP Compassionate Care is capped at 5 days, except RCMP has additional option to use this leave for 'relocating a widowed parent or orphaned brother/sister' – this provision is maintained for CMs to use for Leave with or without pay for other reasons (see above).</p> <p>Bereavement Leave is capped at a max of 40 hours per occurrence and no additional days provided for the purposes of travel</p> <p>'Compassionate and bereavement leave' - capped at 80 hours in a fiscal year, 40 of which can be granted for illness in the family.</p>	<p>The Collective Agreement <u>apply to CMs</u>.</p> <p>The Collective Agreement maintain provisions for 37.5 hours of family-related responsibility leave (FRL). This leave is in addition to personal leave, bereavement leave and leave without pay for other reasons.</p> <p>FRL may be used for 'unforeseen closure of the school/daycare facility', to attend school functions, to care for an ill family member, to visit a terminally ill family member, to attend financial or legal appointments, etc.</p> <p>Bereavement Leave – Total of 7 consecutive calendar days, with additional 3 days for travel</p> <p>'Compassionate and bereavement leave' – Leave caps are separated per type of leave, with no cap on the number of</p>

		incidences of bereavement leave in a given calendar year.
Personal Needs LWOP	<p>Entitled to leave without pay for personal needs once for a period of up to 3 months during a member's total service</p> <p>Entitled to leave without pay for personal needs once for a period of more than 3 months but not exceeding 1 year during a member's total service</p>	<p>The Collective Agreement <u>apply to CMs.</u></p> <p>Entitled to leave without pay for personal needs once for a period of up to 3 months during a member's total service</p> <p>Entitled to leave without pay for personal needs once for a period of more than 3 months but not exceeding 1 year during a member's total service</p>
Travel Leave Status	A comparable provision does not exist.	<p>The Collective Agreement <u>apply to CMs*</u>.</p> <p>An employee who is required to travel outside their headquarters area on government business, as these expressions are defined by the Employer, and is away from their permanent residence for twenty (20) nights during a fiscal year shall be granted one (1) day off with pay. The employee shall be credited with one (1) additional day off for each additional twenty (20) nights that the employee is away from their permanent residence to a maximum of eighty (80) additional nights.</p> <p>*There are slight variations between collective agreements regarding the 20 night threshold.</p>
Religious Observance		The Collective Agreement <u>apply to CMs</u>
Leave for Traditional Indigenous Practices	A comparable provision does not exist.	<p>The Collective Agreement <u>apply to CMs.</u></p> <p>Subject to operational requirements as determined by the Employer, fifteen (15) hours of leave with pay and twenty-two decimal five (22.5) hours of leave without pay per fiscal year shall</p>

		be granted to an employee who self-declares as an Indigenous person and who requests leave to engage in traditional Indigenous practices, including land-based activities such as hunting, fishing, and harvesting. For the purposes of this article, an Indigenous person means First Nations, Inuit or Métis.
Domestic Violence Leave	A comparable provision does not exist.	The Collective Agreement <u>apply to CMs.</u> Provisions for 75 hours of paid leave in a fiscal year.
Personal Leave with Pay and One-Time Retroactive Adjustment	A comparable provision does not exist.	The Collective Agreement (i.e., 15 hours of leave with pay for personal reasons) <u>apply to CMs</u> , with the following one-time retroactive adjustment: CMs will also be granted an additional one-time 15 hours of personal leave to be taken in the current fiscal year.
Parental LWOP and Allowances	Standard parental leave options up to a maximum of one year.	The Collective Agreement <u>apply to CMs.</u> CMs will have access to standard (12 month) and extended (18 month) parental leave options, subject to their province of residence and employment insurance program (i.e., Employment Insurance or Quebec Parental Insurance Program).
Designated Paid Holidays	The RCMP recognizes 96 hours as designated paid holidays, or 12 days.	The Collective Agreement <u>apply to CMs.</u> The CA also recognize 12 designated paid holidays.
Relocation Provisions – <i>Relocation on Retirement</i>	The RCMP Relocation Directive provides for provisions and benefits tailored to RCMP CMs and RMs; the benefits in this directive are superior to those outlined in the National Joint Council Relocation Directive, for which PSEs are subject.	The Collective Agreement <u>do not apply to CMs.</u> CMs shall remain subject to the provisions and entitlements outlined in the RCMP's Relocation Directive that is in effect at the time that the relocation takes place (as opposed to the National Joint Council). For clarity, CMs shall maintain access to relocation on retirement

		benefits.
Funeral and Burial Entitlements	<p>The RCMP Death Benefits, Funeral and Burial Entitlements Policy</p> <p>Entitlements vary depending on whether the member was serving at the time of death, death was in the line of duty, or retired to pension</p> <p>Up to \$15 050 to defray funeral expenses (rates are subject to review by the Secretary of the TBS); potential additional 7.9% towards cost of second funeral director</p> <p>Option to purchase burial marker/headstone to a maximum of \$220 and RCMP will grant perpetual care of it</p> <p>Plot or niche is free for CMs and eligible survivors, for burial in RCMP-designated cemeteries</p>	<p>The RCMP Death Benefits, Funeral and Burial Entitlements are maintained in the CA:</p> <p>Civilian members shall remain eligible for funeral and burial entitlements in accordance with the <i>RCMP's Death Benefits, Funeral and Burial Entitlements Policy</i> that is in effect at the time the benefits are applied for. The Employer also agrees to consult with PSAC about any contemplated changes to this policy.</p> <p>Upon the employee's retirement, eligible benefits will continue until their death.</p>
Fitness and Lifestyle	<p>Fitness and lifestyle provisions permit a weekly maximum of 60 minutes time away from normal duty for physical activity.</p>	<p>Fitness and lifestyle provisions are maintained outside in the CA:</p> <p>Where operational requirements permit, the RCMP will be flexible in allowing civilian members 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.</p>
Special Working Arrangements	<p>The RCMP does not have access to Leave with Income Averaging (LIA) or Pre-Retirement Leave under the Treasury Board Directive on Leave and Special Working Arrangements.</p>	<p>Special Working Arrangements are maintained outside of the CA.</p> <p>The RCMP commits that upon implementation of the replacement for the member pay system, special working arrangements may be approved for civilian members subject to the conditions outlined in the Treasury Board's <i>Directive on Leave and Special Working Arrangements</i> that is in effect at the time the request is made.</p>

Workforce Adjustment	The RCMP maintains a WFA Directive that is separate from the core public service.	<p>The Collective Agreement <u>do not apply to CMs.</u></p> <p>Civilian members 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 Institute about any contemplated changes to this directive. For clarity, the Institute may also request consultation with the RCMP about proposed or contemplated changes to the directive.</p>
Sick Leave and Disability Management	The RCMP maintains an unrestricted sick leave regime; the CA utilizes a banked leave system.	<p>The Collective Agreement <u>do not apply to CMs.</u></p> <p>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 and the Public Service Alliance of Canada for the Review of Sick Leave and Disability Management for Royal Canadian Mounted Police Civilian Members.</p>
Standards of Discipline	CMs are subject to the RCMP Code of Conduct and governed under the RCMP Act. The RCMP maintains personnel files in accordance with the Code and the Act.	<p>The Collective Agreement <u>do not apply to CMs.</u></p> <p>For civilian members who may have a notice of disciplinary action placed on their personnel working file, the RCMP commits to providing direction to all supervisory personnel by way of an organization-wide broadcast requiring them to review the personnel working files in their control to ensure that the content complies with national RCMP policies which includes:</p> <ul style="list-style-type: none"> • 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
Touch-Pointing of FLI-FSLS and FLI-FIT	Given that deeming has not yet occurred, PS classification standards do not apply to CM positions in the FLI group.	<p>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</p>

	<p>This means that CM FLI positions are not pay-matched to any other occupational group in the PS, but rather “touch-pointed” to PS occupational.</p> <p>The RCMP is required by Treasury Board authorities to establish the salary table for touch-pointed groups and seek a separate authority from the Treasury Board Secretariat (TBS) for implementation.</p>	<p>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</p> <p>The rates of pay for FLI-FIT positions will be aligned with the corresponding GT rates of pay as follows: FLI-FIT-01 aligned with the rate of pay of CR-05 FLI-FIT-02 aligned with the rates of pay of GT-04 FLI-FIT-03 aligned with the rates of pay of GT-05 FLI-FIT-04 aligned with the rates of pay of GT-06</p>
Housekeeping Provisions		
Severance Pay	RCMP severance pay policies have been archived, similar to the Public Service.	<p>Collective Agreement language revised to include RCMP CMs.</p> <p>Archived RCMP severance pay provisions included in the MOU outside of the Collective Agreement; Severance pay for civilian members 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</p>
Other Provisions (outside the scope of the agreement)		
Pension	Pension plan status is not governed by the collective agreement. The new agreement <u>does not change</u> CMs' pension provisions. CMs remain under the RCMP Pension Plan.	
Worker's Compensation	<p>The new agreement <u>does not change</u> CMs' worker's compensation provisions under Veterans Affairs Canada (VAC).</p> <p>VAC has sole authority to determine whether the member's medical condition or death was attributable to, or aggravated by, service in the RCMP, and the extent to which the medical condition is pensionable.</p>	

<p>Career Mobility within the Public Service</p>	<p>The new agreement <u>does not change</u> CMs' career mobility rights within the core public administration (CPA); that is, CMs can apply and accept for positions within the CPA, but are required to terminate their position and CM status with the RCMP in order to accept a new position.</p> <p>For the purpose of selection processes outside of the RCMP, Civilian Members are considered "persons employed in the public service". CMs can apply to both advertised and non-advertised hiring processes as long as the area of selection is open to "persons employed in the public service".</p>
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