

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 B only:***

The RCMP will maintain the scheduled hours of work for CMs classified as SP-TM (Trades Master) 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.

***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.

***SV collective agreement Appendix D only:***

The RCMP will maintain the scheduled hours of work for CMs classified as SP-EVO (Environmental Operator) 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.

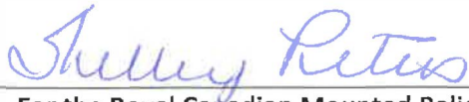
**Archived Provisions on Severance Pay**

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 **November 27, 2025**.

Dated: \_\_\_\_\_

A blue ink signature of Shelley Peters, written in a cursive style.

For the Royal Canadian Mounted Police

Shelley Peters  
Chief Human Resources Officer

Dated: \_\_\_\_\_

A blue ink signature of Sharon DeSousa, written in a cursive style.

For the Public Service Alliance of Canada

Sharon DeSousa  
President

A black ink signature of Marianne Hladun, written in a cursive style.

Marianne Hladun

A black ink signature of David Neufeld, written in a cursive style.

David Neufeld

A blue ink signature of Pierre-Samuel Proulx, written in a cursive style.

Pierre-Samuel Proulx

## 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
- (c) 35 or more years' service, an additional 12 days' pay or 2.4 weeks' retirement leave.