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RCMP Regular Members and Reservists (RM)

Agreement Between the Treasury Board and the National Police Federation

Group: RCMP Regular Members (below the rank of inspector) and Reservists

Expiry date: March 31, 2025

Canada

NATIONAL POLICE FEDERATION | FÉDÉRATION DE LA POLICE NATIONALE ™

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This agreement covers the following group:

Code	Group
[999]	RCMP Regular Members and Reservists (RM)

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Part I: general

Article 1: purpose and scope of agreement

1.01 The purpose of this agreement is to maintain a harmonious and mutually beneficial relationship between the parties and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining.

1.02 The parties to this agreement share a desire to improve the quality of the Royal Canadian Mounted Police (RCMP) and to promote the well-being, and increased efficiency of Members of the bargaining unit to the end that the people of Canada will be well and efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the RCMP in which Members of the bargaining unit are employed.

**Article 2: interpretation and definitions

2.01 For the purpose of this agreement:

"additional hours of work" (heures de travail supplémentaires)

means the approved hours worked before or after a scheduled shift, during time off work (TOW), designated paid holidays (DPH), or regular time off (RTO);

"allowance" (indemnité)

means compensation payable by reason of duties of a special nature, or for duties a Member is required to perform in addition to their regular duties, or for performing duties in a specific designated location;

"calendar day" (jour civil)

means a twenty-four (24) hour period commencing at 00:01 hours;

"common-law partner" (conjoint de fait)

means a person living in a conjugal relationship with a Member for a continuous period of at least one (1) year;

"continuous employment" (emploi continu)

means the sum of the following employment periods, provided that the break between periods does not exceed three (3) calendar months, excluding non-employment periods of enrollment as a cadet:

1. in the RCMP as a member or temporary civilian employee (TCE);
2. in periods of employment in the public service, including Canadian Forces service; and

3. in elected periods of employment with a provincial/municipal police force absorbed by the RCMP.

Notes:

1. This definition is primarily used for severance pay calculation purposes and is not to be confused with continuous service.
2. Part-time employment periods must be converted to equivalent full-time periods.
3. The definition of "public service" in the *Public Service Superannuation Act* (PSSA) applies (found in Part H: Paid Leave Provisions);

"continuous service" (service continu)

means unbroken periods of service in the public service, as defined in the *Public Service Superannuation Act* (PSSA), including both RCMP and Canadian Forces service;

Notes:

1. Not to be confused with continuous employment, this definition is used to establish the rate of pay upon appointment, the entitlement to a pay increment, and annual leave entitlements. For these purposes, a designated paid holiday is considered to be a compensation day; not a break in continuous service.
2. Members coming from or to separate employers are not necessarily afforded the same treatment as if they were moving from one Treasury Board (TB) department to another. Separate employers may have their own terms and conditions of employment, which may or may not mirror those of TB.

"daily rate of pay" (taux de rémunération quotidien)

means the annual salary divided by 260.88, which is the average number of working days in a year;

"day" (jour)

means a twenty-four (24) hour period commencing at 00:01 hours;

"day work" (travail de jour)

means a scheduled work period of five (5) standard workdays weekly, Monday to Friday, between 06:01 and 18:00 totalling forty (40) hours with regular time off (RTO) on Saturday and Sunday;

"dependant" (personne à charge)

means a person, other than a Member of the bargaining unit, who resides with the Member of the bargaining unit at the Member of the bargaining unit's primary residence in that district, and is:

a. the Member of the bargaining unit's spouse or common-law partner;
b. a person for whom the Member of the bargaining unit is eligible to claim a tax credit under the *Income Tax Act*; or
c. a biological child, stepchild, adopted child, or legal ward of a Member of the bargaining unit, who is unmarried and under twenty-five (25) years of age, and is in full-time attendance at a recognized educational institution;

"designated paid holidays (DPH)" (jours fériés désignés payés (JFDP))

means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this agreement;

**

"discharge" (renvoi)

means the termination of employment of a Member, for example, retirement to pension or resignation;

"discontinuous service" (service discontinu)

means a period of continuous service that is broken by a termination of employment of at least one day;

"double time" (tarif double)

means two (2) times the Member of the bargaining unit's hourly rate of pay;

**

"Employer" (employeur)

means His Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board, including within the RCMP;

**

"exceptional circumstance" (circonstance exceptionnelle)

means, unforeseen or unplanned situations requiring the continued delivery of essential police services; that continuous processes are not interrupted; that emergencies are dealt with effectively; or that urgent repairs to equipment are completed. These situations may include, but are not limited to, extreme weather; natural disasters; terrorist attacks; police stand-offs; hostage-taking situations; epidemics/pandemics; aircraft crashes; unknown foreign ships entering Canadian waters; a major crime investigation; and, ongoing policing duties such as protective services or surveillance or police service dogs in pursuit. With respect to urgent repairs to equipment, this may include items such as police vehicles, computers affected by system failure or telecommunication devices;

“FPSLRA” (LRTSPF)

means the *Federal Public Sector Labour Relations Act*;

“FPSLREB” (CRTESPF)

means the Federal Public Sector Labour Relations and Employment Board;

“home unit” (unité d’appartenance)

means the regular location from which a Member performs the duties of their position;

**
“home unit schedule” (horaire de travail de l’unité d’appartenance)

means the scheduled work blocks associated directly with the performance of the regular duties of the Member’s position;

“hourly rate of pay” (taux de rémunération horaire)

means the annual salary divided by the factor 2,087.04;

“layoff” (mise en disponibilité)

means the termination of a Member’s employment because of lack of work or because of the discontinuance of a function;

“leave” (congé)

means the authorized absence from duty by a Member during their regular or normal hours of work;

**
“lieu time off (LTO)” (congé compensatoire)

means leave with pay in lieu of payment for overtime (O/T), callback, court duty, travel time, meal premiums, designated paid holidays (DPH), and operational readiness/availability entitlement;

**
“Member” (Membre)

means RCMP regular members, special constables, and special constable members;

“Member of the bargaining unit” (Membre de l’unité de négociation)

means RCMP members below the rank of inspector and reservists;

“membership dues” (cotisations syndicales)

means the dues established pursuant to the constitution of the NPF as the dues payable by its Members of the bargaining unit as a consequence of their membership in the NPF, and shall not include any initiation fee, insurance premium, or special levy;

“NPF” (FPN)

means the National Police Federation;

“overtime” (heures supplémentaires)

means authorized work in excess of a Member’s scheduled hours of work and authorized work in excess of a (40) hour workweek for a reservist;

“pay period” (période de paye)

means a two-week period starting at 00:01 Thursday and ending 14 days later at 24:00 Wednesday;

**

“planned event” (évènement prévu)

means an event organized in advance, to which a Member is temporarily assigned outside of their home unit, including but not limited to, a high-risk situation, major/special event or major operations;

“RCMP” (GRC)

means the Royal Canadian Mounted Police;

“regular time off (RTO)” (absence régulière permise (ARP))

means an unfettered twenty-four (24) hour period of time off from duty without restrictions, subject to the demands of RCMP duties and responsibilities, starting at 00:01 and ending at 24:00;

“remuneration” (rémunération)

means pay and allowances;

“reservist” (réserviste)

means a person who is appointed to the Reserve under subsection 7(2) of the *Royal Canadian Mounted Police Regulations, 2014*;

“salary” (salaire)

means an annual rate of pay which does not include any allowances or other types of compensation;

**

“service with the RCMP” (service à la GRC)

means all periods of employment in the RCMP, as a regular member, civilian member, Term temporary civilian employee, special constable, and special constable member (S/Cst.), and police absorptions achieved through a written agreement with Public Safety and Emergency Preparedness. This definition is to be used only in the calculation of the Senior Constable Provisional Allowance (SCPA), Annual Service Pay (ASP) and for leave without pay in accordance with Articles 47, 48, 49, 50, and clause 46.07 where a Member must have completed two (2) years of service with the RCMP;

“shift” (quart de travail)

means the time a Member of the bargaining unit is scheduled to be on duty;

“shift work” (travail par quarts)

means an employment practice designed to make use of the twenty-four (24) hour clock and includes work schedules where Members of the bargaining unit rotate shifts as opposed to being assigned to day work or variable hours of work;

“spouse” (conjoint)

will, when required, be interpreted to include “common-law partner” except, for the purposes of the *Foreign Service Directives*, the definition of “spouse” will remain as specified in Directive 2 of the *Foreign Service Directives*;

“straight-time rate” (tarif normal)

means the Member of the bargaining unit’s hourly rate of pay;

“substantive classification/rank” (classification ou grade d’attache)

means the group and classification or rank to which a Member of the bargaining unit has been appointed or deployed under the *Royal Canadian Mounted Police Act*, other than in an acting assignment;

“suitable location” (lieu adéquat)

for the purposes of meal breaks, includes, but is not restricted to, a down room, rest area, restaurant, cafeteria, lunchroom, workstation, vehicle, or such other location that includes access to washroom amenities;

“time and one half” (tarif et demi)

means one and one half (1 1/2) times the Member of the bargaining unit’s hourly rate of pay;

**

“time off work (TOW)” (absence du travail (ADT))

means additional days off that are the result of a Member’s request to work a variable hours of work schedule;

**

“unplanned event” (évènement impévu)

Means an event that cannot be predicted or organized in advance, to which a Member is temporarily assigned outside of their home unit, including but not limited to high risk situations, major operations, protests, extreme weather, or fires;

“variable hours of work” (horaire de travail variable)

means a work arrangement, where a Member assigned to day work, as requested by the Member and subject to approval of the Employer, may complete their eighty (80) hour (biweekly) work requirement in less than ten (10) working days. Additional days off resulting from a variable hours of work schedule are referred to as time off work (TOW), not as regular time off (RTO);

“weekly rate of pay” (taux de rémunération hebdomadaire)

means a Member of the bargaining unit’s annual salary divided by fifty-two decimal one seven six (52.176);

“work site” (lieu de travail)

means the location at or from which a Member of the bargaining unit ordinarily performs the duties of their position and, in the case of a Member of the bargaining unit whose duties are of an itinerant nature, the actual building to which the Member of the bargaining unit returns to prepare or submit reports, and where other administrative matters pertaining to the Member of the bargaining unit’s employment are conducted;

“work block” (bloc de travail)

means a period of scheduled shifts beginning with the first shift after regular time off (RTO) and ending on the last scheduled regular time off (RTO);

2.02 Except as otherwise provided in this agreement, expressions used in this agreement:

a. if defined in the FPSLRA, have the same meaning as given to them in the FPSLRA, and

b. if defined in the *Interpretation Act*, but not defined in the FPSLRA, have the same meaning as given to them in the *Interpretation Act*.

Article 3: application

3.01 The provisions of this agreement apply to the NPF, Members of the bargaining unit, and the Employer.

3.02 Both the English and French texts of this agreement shall be official.

3.03 In this agreement, expressions referring to Member, Member of the bargaining unit, reservist, or the masculine or feminine gender are meant for all Members of the bargaining unit, regardless of gender.

Article 4: state security

4.01 Nothing in this agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulations given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

Article 5: precedence of legislation and the collective agreement

5.01 In the event that any law passed by Parliament, applying to Members of the bargaining unit covered by this agreement, renders null and void any provision of this agreement, the remaining provisions of the agreement shall remain in effect for the term of this agreement.

Article 6: managerial responsibilities

6.01 The collective agreement prevails to the extent of any inconsistency with policies, supplements, or other rules created or currently in effect in the RCMP.

6.02 Except to the extent provided herein, this agreement in no way restricts the authority of the Employer or those charged with managerial responsibilities in the RCMP, including the right or authority of the Commissioner of the RCMP to ensure effective police operations.

6.03 The parties will act reasonably, in good faith, and not arbitrarily in administering this agreement and in a manner consistent with any other relevant Laws, Acts or Legislative Instruments.

Article 7: National Joint Council agreements

7.01 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 collective 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.

7.02 The NJC items which may be included in a collective agreement are those items which 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 paragraph (c) of the NJC Memorandum of Understanding which became effective December 6, 1978.

7.03 The following directives, policies or regulations, as amended from time to time by National Joint Council recommendation and which have been approved by the Treasury Board, form part of this collective agreement:

- *Bilingualism Bonus Directive*;
- *Commuting Assistance Directive*;
- *Foreign Service Directives*;
- *Isolated Posts and Government Housing Directive*;
- *Occupational Health and Safety Directive*;
- *Public Service Health Care Plan Directive*; and
- *Travel Directive*.

During the term of this collective agreement, other directives, policies or regulations may be added to the above-noted list.

7.04 Grievances in regard to the above directives, policies or regulations shall be filed in accordance with clause 15.01 of the article on grievance procedure in this collective agreement.

Part II: union security and staff relations matters

Article 8: recognition

8.01 The Employer recognizes the NPF as the exclusive bargaining agent for all Members of the bargaining unit described in the certificate issued by the Federal Public Sector Labour Relations and Employment Board on July 12, 2019.

Article 9: information

9.01 The Employer agrees to supply the NPF each month with the name, Division, posting, Regimental number, and rank of each Member of the bargaining unit.

9.02 Members of the bargaining unit will be given electronic access to the collective agreement. Where electronic access to the agreement is unavailable or impractical, a Member of the bargaining unit will be supplied with a printed copy of the agreement upon request.

Article 10: check-off

10.01 Subject to the provisions of this article, the Employer will deduct an amount from semi-monthly pay of all Members of the bargaining unit. Where a Member of the bargaining unit does not have sufficient earnings in respect of any semi-monthly pay period to permit deductions made under this article, the Employer shall not be obligated to make such deductions from subsequent salary.

10.02 Dues will be deducted on a semi-monthly basis in accordance with the schedules provided by the NPF and will be administered in accordance with the Treasury Board's *Directive on Union Dues*.

10.03 A Member of the bargaining unit who satisfies the NPF as to the bona fides of their claim and declares in an affidavit that they are a member of a religious organization whose doctrine prevents them as a matter of conscience from making financial contributions to an employee organization and that they will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this article, provided that the affidavit submitted by the Member of the bargaining unit is countersigned by an official representative of the religious organization involved. The NPF will inform the Employer accordingly.

10.04 The amounts deducted in accordance with clause 10.02 shall be remitted to the Comptroller of the NPF by electronic payment within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each Member of the bargaining unit and the deductions made on that person's behalf.

10.05 The NPF agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of clauses 10.01, 10.02, or 10.03, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

Article 11: use of Employer facilities

11.01 Reasonable space on bulletin boards in convenient locations, including electronic bulletin boards where available, will be made available to the NPF for the posting of official NPF notices. The NPF shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the NPF, including the names of NPF representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

11.02 The NPF shall provide the Employer a list of NPF representatives and shall advise promptly of any change made to the list.

11.03 NPF representatives may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance, or to attend meetings called by the Employer. Such permission to enter the premises shall, in each case, be obtained from the Employer and shall not be unreasonably withheld.

Article 12: Member representatives

12.01 The Employer acknowledges the right of the NPF to appoint or otherwise select Members of the bargaining unit as representatives.

12.02 The NPF and the Employer shall endeavour, in consultation, to determine the jurisdiction of each representative, having regard to the plan of organization, the number, and distribution of Members of the bargaining unit at the workplace. Where the parties are unable to agree in consultation, any dispute shall be resolved by the grievance/adjudication procedure.

12.03 The NPF shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 12.02.

12.04 A representative shall obtain the permission of their immediate supervisor before leaving their work to investigate Member of the bargaining unit complaints of an urgent nature or to attend meetings scheduled with the Employer. Such permission shall not be unreasonably withheld by the supervisor. Where practicable, the representative shall report back to their supervisor before resuming their normal duties. A Member of the bargaining unit shall not suffer any loss of pay when permitted to leave their work under this article.

Article 13: Benefit Trust Fund Advisory Committee

13.01 Prior to nominating the "other member" of the advisory committee for the Benefit Trust Fund pursuant to section 50(1) of the *Royal Canadian Mounted Police Regulations, 2014*, the Commissioner shall consult with the NPF.

Article 14: leave with or without pay for NPF business

Complaints made to the Federal Public Sector Labour Relations and Employment Board pursuant to section 190(1) of the *Federal Public Sector Labour Relations Act*

14.01 In cases of complaints made to the Federal Public Sector Labour Relations and Employment Board (FPSLREB) pursuant to section 190(l) of the *Federal Public Sector Labour Relations Act* (FPSLRA) alleging a breach of section 157, paragraphs 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), section 187, subsections 188(a) or 189(1) of the FPSLRA, the Employer will grant leave with pay:

a. to a Member of the bargaining unit who makes a complaint on their own behalf before the FPSLREB; and
b. to a Member of the bargaining unit who acts on behalf of a Member making a complaint, or who acts on behalf of the NPF making a complaint.

Applications for certification, representations and interventions with respect to applications for certification

14.02 Where operational requirements permit, the Employer will grant leave to a Member of the bargaining unit who represents the NPF in an application for certification or in an intervention, and to a Member of the bargaining unit who makes personal representations with respect to a certification.

14.03 Where operational requirements permit, the Employer will grant leave with pay to a Member of the bargaining unit called as a witness by the Federal Public Sector Labour Relations

and Employment Board, and to a Member of the bargaining unit called as a witness by a Member of the bargaining unit or by the NPF.

Arbitration Board hearings and Alternate Dispute Resolution Process

14.04 Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of Members of the bargaining unit representing the NPF before an Arbitration Board, or in an Alternate Dispute Resolution Process.

14.05 Where operational requirements permit, the Employer will grant leave with pay to a Member of the bargaining unit called as a witness by an Arbitration Board or in an Alternate Dispute Resolution Process and leave with pay to a Member called as a witness by the NPF.

Adjudication

14.06 Where operational requirements permit, the Employer will grant leave with pay to a Member of the bargaining unit:

a. who is a party to an adjudication;
b. who is the representative of a Member of the bargaining unit who is a party to an adjudication; or
c. who is a witness called by a Member of the bargaining unit who is a party to an adjudication.

Contract negotiation meetings

14.07 When operational requirements permit, the Employer will grant leave to a reasonable number of Members of the bargaining unit for the purpose of attending contract negotiation meetings on behalf of the NPF.

Preparatory contract negotiation meetings

14.08 Where operational requirements permit, the Employer will grant leave to a reasonable number of Members of the bargaining unit to attend preparatory contract negotiation meetings.

Meetings between the NPF and management not otherwise specified

14.09 Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of Members of the bargaining unit who are meeting with management on behalf of the NPF.

Board of Directors Meetings and Annual Meeting

14.10 Where operational requirements permit, the Employer shall grant leave to a reasonable number of Members of the bargaining unit to attend meetings of the Board of Directors of the NPF, the Regional Boards of Directors of the NPF, Annual Meetings of the members of the NPF, and meetings of national, provincial, or territorial police associations.

Representatives' training courses

14.11 Where operational requirements permit, the Employer will grant leave to Members of the bargaining unit who exercise the authority of a representative on behalf of the NPF to undertake training related to the duties of a representative.

Leave for full-time union business

14.12 The Employer shall grant leave without pay to Members of the bargaining unit who are elected to the NPF in a full-time capacity.

Cost recovery for granting leave with pay for NPF business

14.13 Leave granted to a Member of the bargaining unit under clauses 14.02, 14.07, 14.08, 14.10 or 14.11 will be recoverable leave with pay for a maximum cumulative total of three (3) months' leave per fiscal year. Leave exceeding the cumulative three months shall be leave without pay.

14.14 The NPF shall reimburse the Employer for the actual gross salary paid for each person-day of recoverable leave with pay granted to a Member of the bargaining unit under clauses 14.02, 14.07, 14.08, 14.10, or 14.11. In addition, the NPF shall also reimburse the Employer for the additional costs of supplementary Member of the bargaining unit entitlement costs relative to a Member of the bargaining unit taking leave without pay. The Employer shall determine this amount as a percentage of salary, in consultation with the NPF; the amount shall be adjusted from time to time as appropriate. The Employer shall invoice the NPF on a regular basis. The NPF shall reimburse the RCMP for the invoice within sixty (60) days of the date of the invoice.

Article 15: grievance procedure

This article does not apply to reservists (see provisions of Part X).

National Joint Council Directive grievances

15.01 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 bylaws.

Individual grievances

15.02 Subject to and as provided in section 238.24 of the FPSLRA, a Member may present an individual grievance to the Employer if they feel aggrieved by the interpretation or application, in respect of the Member, of a provision of a collective agreement or arbitral award.

Group grievances

15.03 Subject to and as provided in section 215 of the FPSLRA, the NPF may present a group grievance to the Employer on behalf of Members who feel aggrieved by the interpretation or application, common in respect of those Members, of a provision of the collective agreement or an arbitral award.

a. In order to present a group grievance, the NPF must first obtain the written consent of each of the Members 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.

Policy grievances

15.04 Subject to and as provided in section 220 of the FPSLRA, the NPF or the Employer may present a policy grievance in respect of the interpretation or application of the collective agreement or of an arbitral award.

a. A policy grievance may be presented by the NPF only at the final level of the grievance procedure, to an authorized representative of the Employer. The Employer shall inform the NPF 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 NPF. The NPF shall inform the Employer of the name, title and address of this representative.

Grievance procedure

15.05 For the purposes of this article, a grievor is a Member, in the case of a group grievance, the grievor is the NPF, or in the case of a policy grievance, the grievor can be the Employer or the NPF.

15.06 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.

15.07 Pursuant to section 207 of the FPSLRA, the Employer and the NPF recognize the value of informal discussion as a viable and effective means of resolving issues both at the lowest level and as early on as possible. In support of this commitment, the parties to the grievance shall, where appropriate, initiate informal discussions on workplace differences prior to submitting a grievance and at any stage of the grievance process. When the parties to the grievance avail themselves of an informal conflict management system, whether through informal discussions, facilitated discussions, or mediation, 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, including the presentation. Any resolution reached during or as a result of the informal discussions shall be without prejudice to the rights or positions of either party to the grievance with respect to the dispute.

15.08 A grievor wishing to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance, either by hand delivery or by electronic means, to their 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 confirmation of receipt, either by hand delivery or by electronic means, stating the date on which the grievance was received.

15.09 Where the provisions of clause 15.08 cannot be complied with and it is necessary to present a grievance or receipt 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 or the grievor on the day it is delivered to the appropriate office of the RCMP or the address shown on the grievance form. 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.

15.10 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.

15.11 Subject to and as provided for in the FPSLRA, 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 15.08 except that:

a. where there is another administrative procedure provided by or under any Act of Parliament, other than one provided for in the *Canadian Human Rights Act*, to deal with the grievor's specific complaint such procedure must be followed, and
b. a Member is not entitled to present the grievance unless they have the approval of and are represented by the NPF.

15.12 For individual grievances and group grievances, there shall be a maximum of three (3) levels in the grievance procedure. These levels shall be as follows:

a. Level 1: first level of management;
b. Level 2: intermediate level; and
c. Final level: Commissioner or an authorized representative.

No Employer representative may hear the same grievance at more than one (1) level in the grievance procedure.

15.13 The Employer shall designate a representative at each level in the grievance procedure and shall inform each Member 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.

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

15.15 Members must be assisted and/or represented by the NPF when presenting a grievance at any level. The NPF shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

15.16 A grievor may present a grievance to the first level of the procedure in the manner prescribed in clause 15.08, not later than the thirty-fifth (35th) calendar 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 15.04 not later than the thirty-fifth (35th) calendar 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.

When a grievor submits a grievance electronically via email, the date the email is sent by the grievor is deemed to be the official submission date of the grievance.

15.17 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 fifteen (15) calendar 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 15.18, within twenty-one (21) calendar days after presentation by the grievor of the grievance at the previous level.

15.18 The Employer shall normally reply to a grievance, either on paper or electronically, at any level of the grievance procedure, except the final level, within fifteen (15) calendar days after the grievance is received, and within thirty (30) calendar 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-five (35) calendar days.

15.19 The Employer will provide the appropriate representative of the NPF named on the grievance form 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 grievor.

15.20 In determining the time within which any action is to be taken as prescribed in this procedure, designated paid holidays (DPH) shall be excluded.

15.21 The time limits stipulated in this grievance procedure may be extended by mutual agreement between the Employer and the grievor and, where appropriate, the NPF representative, including when parties agree/attempt to enter into informal discussion to attempt to resolve a grievance.

15.22 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 and the grievor, and, where applicable, the NPF.

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

15.24 Any grievor who fails to present a grievance to the next higher level within the required 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.

15.25 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 dealt with to the grievor's satisfaction, it may be referred to adjudication in accordance with the provisions of the FPSLRA and Regulations.

15.26 The grievor is not entitled to refer the grievance to adjudication unless the NPF signifies:

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

Expedited adjudication

15.27 The parties, the Employer and the NPF, 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 NPF 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 in advance of or at the hearing.
d. No witnesses will testify.
e. The parties agree to jointly request that each expedited adjudication session take place in Ottawa unless the parties and the FPSLREB agree otherwise. The cases will be scheduled jointly by the parties and the FPSLREB and the parties agree to jointly request that the expedited adjudication appear on the FPSLREB schedule.
f. The parties may agree to present this expedited adjudication solely in writing.
g. The parties may agree to jointly request that the FPSLREB schedule any oral hearing of the expedited adjudication to be completed within a single day.
h. 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 as soon as possible following the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.

i. 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 of Appeal.

Article 16: no discrimination

16.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to any Member of the bargaining unit by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, gender identity and expression, family status, marital status, genetic characteristics, mental or physical disability, conviction for which a pardon has been granted, or membership, or activity in the NPF.

Article 17: no sexual harassment

17.01 The NPF and the Employer recognize the right of Members of the bargaining unit to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the workplace.

17.02

a. Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
b. If, by reason of paragraph 17.02(a), a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

17.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with sexual harassment. The selection of the mediator will be by mutual agreement.

17.04 Upon request by the complainant(s) and/or respondent(s), an official copy of the investigation report shall be provided to them by the Employer, subject to the *Access to Information Act* and *Privacy Act*.

Article 18: joint consultation

18.01 The parties acknowledge the mutual benefits to be derived from joint consultation. To that end the Employer and the NPF agree to strike, from time to time, committees for joint consultation on workplace matters, issues or concerns.

18.02 Within thirty (30) days of an agreement to strike a committee, the NPF and the Employer shall notify the other in writing of the representatives authorized to act on the committee.

Article 19: health and safety

19.01 The Employer recognizes its occupational health and safety responsibilities in accordance with the *Canada Labour Code*, Part II, and all regulations flowing from the Code.

19.02 The Employer supports participation on the subject from the NPF via the National Policy Health and Safety Committee.

19.03 The Employer shall continue to make all reasonable provisions for the occupational safety and health of Members of the bargaining unit. The Employer will welcome suggestions on the subject from the NPF and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury or occupational illness.

Article 20: restriction on outside employment

20.01 A Member of the bargaining unit must obtain the permission of the Employer prior to accepting outside employment and such permission shall not be unreasonably withheld.

20.02 Members of the bargaining unit are restricted from entering into or continuing in outside employment where such outside employment raises a conflict of interest, real or perceived.

20.03 Where a Member of the bargaining unit has commenced employment and subsequently such employment now raises a potential conflict of interest, real or perceived, such Member of the bargaining unit must advise the Employer of the potential conflict of interest as soon as practicable.

Part III: working conditions

**Article 21: hours of work

This article does not apply to reservists (see provisions of Part X).

General

21.01 A Member's scheduled hours of work shall not be construed as guaranteeing the Member minimum or maximum hours of work. Meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.

21.02 A full-time (F/T) Member is required to work an average of two thousand and eighty-seven decimal zero four (2,087.04) hours per year inclusive of hours designated as paid holidays in accordance with Article 23 (designated paid holidays) and paid leave. The Member receives eighty (80) hours' pay at straight-time rate plus eligible allowances per pay period.

21.03 For the purpose of this article and unless specified otherwise:

a. A week shall consist of seven (7) consecutive days beginning at 00:01 Monday and ending at 24:00 Sunday.
b. A day shall consist of a twenty-four (24) hour period commencing at 00:01 hours and ending at 24:00.

21.04 Notwithstanding anything to the contrary contained in this agreement, the implementation of any variation in hours shall not result in any additional overtime (O/T) work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this agreement.

**

21.05 The Employer will establish and post the work schedule for the unit on the RCMP's electronic scheduling system at least twenty-eight (28) days in advance of the starting date of the next work schedule.

Day work

21.06 Except as provided for in clauses 21.07 (variable work) and 21.10 (shift work):

a. The workweek applies to a Member who is assigned by the Employer to work forty (40) hours from Monday to Friday inclusively.
b. The workday shall consist of a minimum of eight (8) consecutive hours between 06:01 and 18:00.
c. A Member may request hours outside of 06:01 to 18:00; such request may be granted provided there is no increase in cost to the Employer.

Variable work

21.07 Upon request of a Member and with the approval of the Employer, a Member assigned to day work may request to work one of the following variable work schedules:

a. An 8/9 and 1/8 compressed plan, in which a Member works eight (8) 9-hour days and one (1) 8-hour day, scheduled Monday to Friday, for a total of eighty (80) hours every fourteen (14) calendar days; or
b. A 4/10 compressed plan, in which a Member works four (4) 10-hour days per week, scheduled Monday to Friday, for a total of eighty (80) hours every fourteen (14) calendar days.

21.08 In every fourteen (14) day period, the Member shall be granted time off work (TOW) on such days as are not scheduled as a normal workday for the Member.

21.09 Members covered by this clause shall be subject to the variable hours of work provisions established in clauses 21.07 and 21.08 and Article 23 (designated paid holidays).

Shift work

21.10 When, because of operational requirements, hours of work are scheduled for Members on a rotating or irregular basis, they shall be scheduled so that over a minimum period of twenty-eight (28) calendar days, Members:

a. work an average of forty (40) hours on a weekly basis;
b. work a minimum of eight (8), but not more than twelve (12) hours per shift, inclusive of a meal break;
c. obtain at least two (2) consecutive days of regular time off (RTO) at the end of each work block.

21.11 The Employer will make reasonable effort to schedule a Member's shifts in a given rotation (day, evening or night) so that start and finish times are consistent.

21.12 Where a Member's scheduled shift does not commence and end on the same day, the shift shall be considered for all purposes to have been entirely worked on the day it began. Unscheduled additional hours worked after midnight qualify for payment at the overtime (O/T) rate of the new day.

**

21.13 Except as provided for in clauses 21.32 and 21.33, the Employer will not schedule a shift within twelve (12) hours of the completion of the Member's previously scheduled shift.

21.14 Provided that sufficient advance notice is given and with the approval of the Member's supervisor, a Member may exchange their shift with another Member if there is no increase in cost to the Employer, and with due consideration to the restrictions outlined in this agreement.

21.15 On exchange of shifts between Members, pursuant to clause 21.14, the Employer shall pay as if no exchange had occurred.

21.16 Due to the time change resulting from Daylight or Standard Saving Time, the duration of a scheduled shift may vary and will be planned for in advance. The number of scheduled hours will be adjusted to maintain the required average of forty (40) hours per week.

**

Proper notice of shift change within the home unit

**

21.17 For the purposes of proper notice, prior to rescheduling a shift, the Employer will endeavour to seek a qualified volunteer willing to reschedule a shift or a period of regular time off (RTO), or willing to work overtime (O/T).

a. Where a Member is willing to work overtime (O/T), the overtime must be within the maximum allowable hours.
b. When no qualified volunteer has been identified, the Employer may order a rescheduling of a Member's home unit schedule.

**

21.18 When the Employer reschedules a Member's home unit schedule, the Member shall be notified of the change to their home unit work schedule at least forty-eight (48) hours in advance of a previously scheduled shift, and/or twenty-eight (28) calendar days in advance of a previously scheduled period of regular time off (RTO).

**

21.19 When a Member has not been notified of a change to their home unit schedule at least forty-eight (48) hours in advance of a previously scheduled shift pursuant to clause 21.18, the Member shall be entitled to a short notice shift change premium of half (1/2) time, for a total compensation of one and a half (1 1/2) times their straight-time rate of pay, for any scheduled hours worked outside of the previously scheduled hours of work, in recognition of the disruption in schedule.

**

21.20 When a Member has not been notified of a change to their home unit schedule at least twenty-eight (28) calendar days in advance of a previously scheduled period of regular time off (RTO) pursuant to clause 21.18, the Member shall be entitled to a short notice shift change premium of one (1) time their straight-time rate of pay, for a total compensation of two (2) times their straight-time rate of pay, for any hours actually worked on their previously scheduled period of regular time off (RTO).

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Proper notice of shift change for planned and unplanned events

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21.21 For the purposes of compensation, unless otherwise determined by the Employer, a Member shall be remunerated relative to the home unit schedule for the duration of the planned or unplanned event. Remuneration is based on the daily total number of hours on the home unit schedule compared to the daily total number of hours worked at the planned or unplanned event.

a. The difference in hours worked between the home unit schedule and the actual hours worked at the planned or unplanned event shall be accounted for on a daily basis. This requirement does not restrict a Member's daily or weekly overtime entitlements.
b. When a Member works fewer straight time hours than were scheduled on the home unit schedule on a particular day, the Member shall submit lieu time off (LTO) or annual leave to account for such hours.
c. No additional compensation shall be paid on days where a Member works different hours from their home unit schedule, but still the same total hours.

**

21.22 When a Member is working at a planned or unplanned event, overtime compensation shall be provided in accordance with the rates prescribed in clause 25.04 when a Member:

a. has worked additional hours in excess of the daily total number of hours on the Member's home unit schedule; or
b. has worked on a day which was considered to be a period of regular time off (RTO) as per the Member's home unit schedule.

**

21.23 No additional compensation shall be provided on a day that the Member was previously scheduled to work where the Member instead is allocated and observes a new period of regular time off (RTO).

**

21.24 Notwithstanding clause 21.21, where possible, the Employer will endeavour to provide Members with an operational schedule forty-eight (48) hours prior to the start of a planned event and no later than seventy-two (72) hours following the start of an unplanned event.

**

21.25 Should the Employer elect to provide the Member with a new operational schedule for the planned or unplanned event, and the Member has been notified of the change in schedule at least twenty-eight (28) calendar days in advance, the new operational schedule shall replace the home unit schedule for the duration of the planned or unplanned event. It is understood that at the end of the planned or unplanned event, clause 21.18 does not apply when the Member returns to their home unit.

Regular time off

21.26 Members on day work, including those on a variable hours of work schedule, shall be granted Saturday and Sunday as their regular time off (RTO) in a calendar week.

21.27 Provisions for part-time (P/T) Members can be found in Article 55.

Meal breaks

21.28 The Employer will provide a full-time (F/T) Member with:

a. One (1) paid thirty (30) minute meal break as part of a scheduled eight (8) hour work shift; or
b. One (1) paid forty (40) minute meal break as part of a scheduled ten (10) hour work shift; or
c. One (1) paid forty-five (45) minute meal break as part of a scheduled twelve (12) hour work shift.

21.29 Provisions for part-time (P/T) Members can be found in Article 54.

Breaks to nurse or express breast milk

21.30 Subject to operational requirements, every Member who is nursing shall, upon request, have their hours of work scheduled in a way to provide for any unpaid breaks necessary for them to nurse or to express breast milk. Such request shall not be unreasonably denied.

Maximum hours of work

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21.31 The maximum hours of work, inclusive of overtime (O/T), as established by the Employer are:

a. sixteen (16) consecutive hours in a twenty-four (24) hour period; and
b. eighty-four (84) hours in a seven (7) consecutive-day period.

**

21.32 A Member shall not be authorized to work more than the maximum hours of work as prescribed in clause 21.31, unless the Employer declares an exceptional circumstance, as defined in Article 2 (interpretation and definitions). Only a Line Officer, District Commander, or Critical Incident Commander can declare an exceptional circumstance.

**

21.33 When the Employer declares an exceptional circumstance, for the first seventy-two (72) hours, the Employer may:

a. require a Member to work more than the maximum hours of work as prescribed in clause 21.31;
b. require a Member to work on a scheduled period of regular time off (RTO) or time off work (TOW); and/or
c. reduce the time between shifts to less than twelve (12) hours.

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21.34 When the Employer has declared an exceptional circumstance, the Employer will take timely and reasonable steps to ensure resource replacements arrive as soon as practicable.

**

21.35 A Member who has reached the maximum eighty-four (84) hours in a seven (7) consecutive-day period and who is scheduled to be on duty within the next twenty-four (24) hour period, shall not be permitted to report for duty.

21.36 Any time within this twenty-four (24) hour period that was scheduled but not worked, will be taken in lieu time off (LTO) or annual leave at the Member's discretion and delegated level's approval. When this is not possible, the hours not worked must be recovered from salary as a salary overpayment.

21.37 A Member on travel status, who travels commercially for more than sixteen (16) consecutive hours, shall be granted by the Employer, a time-off period of at least eight (8) consecutive hours before the start of their next scheduled workday.

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21.38 Notwithstanding clauses 21.32, 21.33, and 21.35, the Commanding Officer (CO) or delegate, may establish a schedule, with the written agreement of the NPF, which exceeds the maximum hours of work.

**

21.39 Should the Employer or the NPF wish to discontinue the schedule as established in accordance with clause 21.38, they will notify the other party in writing and the Employer will establish a new schedule within the limitations prescribed as per clause 21.31 that comes into effect thirty-one (31) days after notice.

**Article 22: operational response

22.01 A Member of the bargaining unit who is designated for Operational Readiness (OR) or Operational Availability (OA) will:

a. remain deployable,

b. abstain from consuming any substance, illegal or legal, including alcohol and cannabis, that has the potential to adversely affect or inhibit a Member of the bargaining unit's ability to perform their job safely and competently,
c. be reachable via telecommunications device, and
d. be readily available to return for duty when contacted.

Operational readiness

22.02 As determined by the Employer, a Member of the bargaining unit can be designated for Operational Readiness (OR) on a workday, when an immediate operational policing response is required.

22.03 With their consent, a Member of the bargaining unit can be designated for Operational Readiness (OR) while on regular time off (RTO) or on non-medical leave (for example, lieu time off (LTO) or annual leave).

22.04 Members cannot be designated for Operational Readiness (OR) while on medical leave.

**

22.05 Notwithstanding clause 22.03, where all reasonable alternatives have been considered and there exists an unforeseen or unplanned situation requiring an off-duty Member of the bargaining unit to be available, the Member of the bargaining unit can be designated for Operational Readiness (OR) by a Commanding Officer or a delegated commissioned officer not more than two reporting levels below the Commanding Officer.

**

22.06 An off-duty Member of the bargaining unit will be compensated one hour at the straight-time rate for each four-hour period or part thereof for which they are on Operational Readiness (OR). Compensation will be pro-rated for periods less than four (4) hours.

Operational availability

22.07 As determined by the Employer, a Member of the bargaining unit can be designated for Operational Availability (OA) on a workday, when an operational policing response is required within a reasonable time frame.

22.08 With their consent, a Member of the bargaining unit can be designated for Operational Availability (OA) while on regular time off (RTO) or on non-medical leave (for example, lieu time off (LTO) or annual leave).

22.09 Members cannot be designated for Operational Availability (OA) while on medical leave.

**

22.10 An off-duty Member of the bargaining unit will be compensated one hour at the straight-time rate for each eight-hour period or part thereof for which they are on Operational Availability (OA). Compensation will be pro-rated for periods less than eight (8) hours.

22.11 No Operational Readiness (OR) or Operational Availability (OA) payment shall be granted if a Member of the bargaining unit is unable to report for duty when required.

22.12 A Member of the bargaining unit on Operational Readiness (OR) or Operational Availability (OA) who is required to report for work and reports shall be compensated in accordance with Article 26 (Callback).

22.13 Members of the bargaining unit must claim Operational Readiness (OR) or Operational Availability (OA) hours at the end of each twenty-eight (28) day work schedule and each pay period for reservists.

22.14 A Member of the bargaining unit who submits a claim for callback pursuant to clause 22.12, is not permitted to claim the same hours as Operational Readiness (OR) or Operational Availability (OA).

**Article 23: designated paid holidays

This article does not apply to reservists (see provisions of Part X).

**

23.01 Subject to clause 23.05, the following are considered a designated paid holiday (DPH) for Members:

a. New Year's Day;
b. Good Friday;
c. Easter Monday;
d. the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday;
e. Canada Day;
f. Labour Day;

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g. National Day for Truth and Reconciliation;
h. the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving;
i. Remembrance Day;
j. Christmas Day;
k. Boxing Day;
l. one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the Member is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August;
m. one additional day when proclaimed by an Act of Parliament as a national holiday.

**

23.02 A designated paid holiday (DPH) shall account for eight (8) hours and forms part of the Member's scheduled hours of work, that is, 2,087.04 hours of work per year.

**

23.03 A full-time (F/T) Member is entitled to eight (8) hours off-duty with pay, at the straight-time rate, on a designated paid holiday (DPH).

23.04 When a full-time (F/T) Member's scheduled shift is more than eight (8) hours on a designated paid holiday (DPH), and the Member takes the day off, the additional scheduled hours must be accounted for by either working, or by using another approved leave type.

23.05 A Member absent without pay on both their full working day immediately preceding and their full working day immediately following a designated holiday is not entitled to pay for the holiday except in the case of a Member who is granted leave without pay under the provisions of Article 14 (leave with or without pay for NPF business).

23.06 For Members on day work including variable hours of work, when a designated paid holiday (DPH) under clause 23.01 coincides with a Member's regular time off (RTO):

a. The designated paid holiday (DPH) shall be moved to the first (1st) scheduled working day following the Member's regular time off (RTO). When a day that is a designated holiday is so moved to a day on which the Member is on leave with pay, that day shall count as a holiday and not as a day of leave.
b. When two (2) designated paid holidays (DPH) coincide with a Member's consecutive regular time off (RTO), the holidays shall be moved to the Member's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the Member is on leave with pay, those days shall count as holidays and not as days of leave.

**

23.07 For Members on shift work, when a designated paid holiday (DPH) under clause 23.01 coincides with a Member's regular time off (RTO), the Member shall be entitled to, at the Member's election, either:

a. eight (8) hours at straight time added to the Member's overtime (O/T) lieu time off (LTO) bank; or
b. eight (8) hours' pay at straight time.

23.08 When a Member works on a designated paid holiday (DPH), they shall be paid at a rate of time and one half (1 1/2) for all hours worked, in addition to the pay the Member receives under clause 23.02.

**

23.09 Where a Member's scheduled shift does not commence and end on the same day, the shift shall be considered for all purposes to have been entirely worked on the day it began.

Article 24: religious observance

This article does not apply to reservists (see provisions of Part X)

24.01 Subject to operational requirements, the Employer shall make every reasonable effort to accommodate a Member who requests time off to fulfill their religious obligations.

24.02 Members may, in accordance with the provisions of this agreement, request annual leave, lieu time off (LTO), leave without pay for other reasons or a shift exchange (in the case of a shift worker) in order to fulfill their religious obligations.

24.03 Notwithstanding clause 24.02, at the request of the Member and at the discretion of the Employer, time off with pay may be granted to the Member in order to fulfill their religious obligations. The number of hours with pay so granted must be scheduled and made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

24.04 A Member who intends to request leave or time off under this article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence unless, because of unforeseeable circumstances, such notice cannot be given.

Part IV: extra-duty pay

**Article 25: overtime

This article does not apply to reservists (see provisions of Part X).

Excluded provisions

25.01 Compensation under this article shall not be paid for overtime worked by a Member at courses, training sessions, conferences and seminars unless:

a. the Member is required to attend by the Employer; and
b. the Employer cannot schedule or reschedule the Member's regular time off (RTO) because of service delivery requirements.

General

25.02 A Member is entitled to overtime (O/T) compensation under clauses 25.04 and 25.05 for each completed period of fifteen (15) minutes of overtime (O/T) worked when:

a. the overtime (O/T) work is authorized by the Employer; and
b. the Member does not control the duration of the overtime (O/T) work.

25.03 Members shall record starting and finishing times of overtime (O/T) work in a form determined by the Employer.

Overtime compensation

25.04 Subject to clause 25.02(a):

a. a full-time (F/T) Member is entitled to compensation at time and one half (1 1/2) for the additional hours worked when the Member is required to work overtime (O/T):

   i. in excess of the actual scheduled hours of work;
   ii. during their time off work (TOW); or
   iii. on a designated paid holiday (DPH).

b. a full-time (F/T) Member is entitled to compensation at double (2) time for the additional hours worked when the Member is required to work overtime (O/T) on:

   i. a Regular time off (RTO);
   ii. the first and second day when recalled to duty from annual leave, lieu time off (LTO), or other non-medical paid leave, without having the paid leave reinstated; or
   iii. when the Member chooses to respond to an identified need for additional resources and works during periods of annual leave, lieu time off (LTO), or other non-medical paid leave, without having the paid leave reinstated.

25.05 For overtime (O/T) on duty-related communications received while off duty, which are made or authorized by the Employer and require immediate attention, the actual time spent qualifies for overtime (O/T) pay at the applicable rate.

Meal breaks during overtime (OT) or outside a scheduled shift on a designated paid holiday (DPH)

25.06 The Employer may authorize a Member to take a meal break with pay at a suitable location during overtime (O/T), or outside a scheduled shift on a designated paid holiday (DPH).

25.07 For every four (4) consecutive hours worked, Members are entitled to a meal break of thirty (30) minutes.

25.08 If the Employer is unable to provide this meal break because of operational requirements, one (1) thirty (30) minute meal break premium may be claimed in accordance with clause 29.07. This clause shall not apply to a Member who is travelling while on travel status.

**

Compensation in payment or lieu time off (LTO)

**

25.09 Pursuant to the definition of lieu time off (LTO), found in Article 2 (interpretation and definitions), overtime (O/T) shall be compensated with a payment, except that, upon request of a Member and with the approval of the Employer, overtime (O/T) may be compensated in equivalent lieu time off (LTO) credits. Overtime (O/T) while working at planned or unplanned events cannot be converted to lieu time off (LTO).

**

25.10 For additional hours worked while away from the home unit, excluding those additional hours worked while at planned or unplanned events which shall be compensated in accordance with clause 25.04(a), approval for compensation in lieu time off (LTO) lies with the Employer at the home unit.

25.11 The Employer shall grant lieu time off (LTO) at times convenient to both the Member and the Employer.

25.12 Lieu time off (LTO) credits earned for additional hours worked as overtime (O/T) may accrue in the Member's overtime (O/T) lieu time off (LTO) bank, to a maximum of eighty (80) hours.

25.13 Lieu time off (LTO) credits earned as operational response may accrue in a Member's operational response lieu time off (LTO) bank, to a maximum of eighty (80) hours at any time, and to a maximum of one hundred sixty (160) hours while in a Limited Duration Post (LDP) or an Isolated Post (IP).

**

25.14 At the request of the Member, earned but unused lieu time off (LTO) credits and accumulated lieu time off (LTO) shall be paid out, in whole or in part, once per fiscal year, at the Member's substantive level/rank rate of pay from March 31 of the previous fiscal year.

25.15 Upon discharge, or in the case of death, earned but unused lieu time off (LTO) credits will be automatically paid out in whole.

25.16 A Member may use their approved lieu time off (LTO) to reconcile hours owed as a result of shift scheduling calculations.

25.17 Both the overtime (O/T) and operational response lieu time off (LTO) banks are portable, to a maximum of eighty (80) hours each on inter- or intra-divisional transfers.

25.18 When transferring out of a Limited Duration Post (LDP) or Isolated Post (IP), all unused operational response lieu time off (LTO) credits in excess of eighty (80) hours will be taken in leave.

**Article 26: callback

This article does not apply to reservists (see provisions of Part X).

**

26.01 A callback, including for a Member designated for Operational Readiness and Operational Availability, starts upon phone or radio contact bringing a Member back to work, as required and approved by the Employer.

**

26.02 An off-duty Member who is called back to work, outside of the Member's residence, shall be paid the greater of:

a. compensation equivalent to three (3) hours' pay at the applicable rate; or
b. compensation at the applicable rate for actual time worked.

A Member can claim a subsequent callback only after the initial three (3) hour callback period expires.

**

26.03 When called more than once in the three (3) hour callback period, the Member will show actual time worked in each instance and claim three (3) hours, plus the actual time in excess of the three (3) hour period.

**

26.04 If a Member is called back within three hours of a scheduled shift, they will be compensated for the hours worked prior to the start of their shift.

**

26.05 When a Member is called back to work, outside of their residence, travel time shall constitute time worked and form part of the callback period.

**

26.06 An off-duty Member who is called back to work may, at the discretion of the Employer, work at the Member's residence. In such instances, the Member shall be paid the greater of:

a. compensation equivalent to one (1) hour's pay at the applicable rate; or
b. compensation at the applicable rate for actual time worked.

A Member can claim a subsequent callback only after the initial one (1) hour callback period expires.

26.07 A Member recalled to work from annual leave or lieu time off (LTO) may request a reinstatement of leave for the first and/or second day worked, or they may claim callback overtime (O/T). If a Member is required to work a third or subsequent day, leave for this period will be reinstated.

**Article 27: court duty for duty-related reasons

This article does not apply to reservists (see provisions of Part X).

**

27.01 When required to attend court or an administrative tribunal for duty-related reasons in person or virtually (including but not limited to by video or by telephone), at a courthouse, law office, detachment, or any other location as approved by the Employer, and with the Employer's approval, the following provisions apply:

a. For the purposes of this article, an administrative tribunal does not include adjudication under this agreement, a hearing under the *Federal Public Sector Labour Relations Act*, a

grievance under the *Royal Canadian Mounted Police Act*, or any hearing under the *Royal Canadian Mounted Police Act* where the Member is accused of violating the Code of Conduct.

b. During a scheduled shift, a Member will receive their regular pay in accordance with Article 30.
c. Where additional hours are worked immediately before or after a scheduled shift, a Member is entitled to receive overtime (O/T) pay in accordance with Article 25.
d. An off-duty Member required to attend court or an administrative tribunal in-person or virtually, including those informed of a court cancellation upon arrival at court (or any other location as approved by the Employer) or while en route to court (or any other location as approved by the Employer), is entitled to the greater of:

    i. four (4) hours of pay at the applicable rate; or
    ii. pay at the applicable rate for the time spent in court, and for any court duty-related work performed at their designated work site immediately before and/or after the court appearance.

e. A Member on leave without pay shall be paid for approved time worked, or a minimum of four (4) hours of pay, at straight time, whichever is greater.
f. A Member who is required to attend a court proceeding shall be reimbursed for any reasonable expenses incurred for transportation, meals, and lodging, as outlined in the NJC *Travel Directive*.

**Article 28: travel time and transportation

28.01 For the purposes of this collective agreement, travelling time is compensated only for the circumstances and to the extent provided for in this article.

28.02 A scheduled workday, designated as a travel day or designated to include travel, will be compensated on the basis of the length of a scheduled shift from the home unit work schedule, with additional approved hours paid as overtime (O/T).

28.03 For travel on required RCMP business, not on a scheduled workday, the Employer will authorize a Member of the bargaining unit's overtime (O/T) pay for the hours spent in travel in accordance with Article 25 and Article 65.

**
28.04 Time spent reporting to duty does not constitute time worked, except when the Employer requires one or more of the following:

a. the Member of the bargaining unit is required to be actively engaged in work duties while en route to duty, for example, active involvement in an emergency situation to which they are required to respond; and/or
b. the Member of the bargaining unit is required to meet at a specified time and place, other than the Member of the bargaining unit's work site, before departure to travel to a temporary workplace in an RCMP vehicle.

28.05 Notwithstanding clause 28.04, if a Member of the bargaining unit must report to and/or from a scene other than their work site, the entitlement to overtime (O/T) is the lesser of:

a. the normal time it would take to travel between the work site and the scene, or
b. the actual time spent travelling to and/or from the scene.

28.06 Travel time under this article for learning activities shall only be compensated when a Member of the bargaining unit is required to attend the learning activity by the Employer. In such circumstances, a Member of the bargaining unit shall be compensated as follows:

a. The time spent on travel shall be scheduled or rescheduled as regular time off (RTO) with proper notice; or
b. Where the Employer cannot schedule or reschedule the travel time spent in accordance with (a), the travel time shall be paid in accordance with the applicable rate. If the applicable rate would involve overtime (O/T) pay, the travel time must be approved by the Employer.

28.07 Travel time is considered to have stopped once the Member of the bargaining unit arrives at the overnight location.

28.08 At the Employer's discretion, a Member of the bargaining unit, who reports to duty on an unscheduled shift, may be reimbursed certain expenses related to travel.

**Article 29: premiums

This article does not apply to reservists (see provisions of Part X).

Shift premium

29.01 A Member working on shifts will receive a shift premium of two dollars ($2.00) per hour for all regularly scheduled hours worked between 16:01 and 08:00. The shift premium will not be paid for hours worked between 08:01 and 16:00. The minimum claim period of a regularly scheduled shift is two hours (these two hours do not need to be consecutive).

29.02 Members who are assigned to day work or variable hours of work, are not entitled to the shift premium.

29.03 The shift premium is payable only for the eligible hours actually worked and may include a paid meal break. The shift premium is not paid for overtime (O/T), operational response, or hours accounted for through leave, paid time off, holidays, or other absences.

29.04 The shift premium shall not be considered as part of a Member's basic hourly rate.

29.05 Provisions for part-time (P/T) Members can be found in Article 58.

Meal break premium

29.06 Due to operational requirements, the Employer may require a Member to remain on active duty for a fully scheduled work period, inclusive of the meal break period.

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29.07 Pursuant to clause 29.06, a Member is entitled to be paid a meal break premium equal to one and a half (1 1/2) times their straight-time rate of pay for each fifteen (15) minute period where:

a. the Member was interrupted during their meal-break period for more than fifteen (15) minutes for operational requirements; or
b. the Member was unable to access a suitable location, as defined in Article 2 (interpretation and definitions), for the meal-break period.

29.08 For a scheduled twelve (12) hour shift, eligible Members are entitled to claim forty-five (45) minutes and for a scheduled shift less than twelve (12) hours, eligible Members are entitled to claim thirty (30) minutes.

Part V: pay

**Article 30: pay administration

30.01 Except as provided for in this article, and the notes in Appendix A, the terms and conditions governing the application of pay to Members of the bargaining unit are not affected by this agreement.

30.02 A Member of the bargaining unit is entitled to be paid for services rendered at the pay specified in Appendix A for the rank and/or classification of the position to which the Member of the bargaining unit is appointed.

30.03 A Member who is newly hired as part of the Lateral Entry Program as a Constable may be paid at a rate above the minimum applicable rate in Appendix A and up to the maximum rate in Appendix A for the Constable rank.

30.04

a. The rates of pay set forth in Appendix A shall become effective on the dates specified.
b. Where the rates of pay set forth in Appendix A have an effective date prior to the date of signing of this agreement, the following shall apply:

    i. “retroactive period” for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefor;
    ii. a retroactive upward revision in rates of pay shall apply to Members of the bargaining unit, former Members of the bargaining unit or in the case of death, the estates of former Members of the bargaining unit who were Members in the bargaining unit during the retroactive period;

iii. for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;
iv. for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the *Directive on Terms and Conditions of Employment*, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the Member of the bargaining unit was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision; and
v. no payment nor notification shall be made pursuant to clause 30.04(b) for two dollars ($2.00) or less.

30.05 Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.

30.06 If, during the term of this agreement, a new classification standard or rank standard is established and implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the NPF the rates of pay and the rules affecting the pay of Members of the bargaining unit on their movement to the new levels.

**
30.07 Payments provided under the overtime (O/T), immediate operational readiness /operational availability (OR/OA), designated paid holiday (DPH), callback and shift premium provisions of this agreement shall not be pyramided, that is a Member shall not receive more than one type of compensation for the same service.

**Article 31: acting pay

This article does not apply to reservists.

31.01 When a Member is temporarily appointed to a higher classification/rank, as prescribed in Article 30 (pay administration), the Member shall be paid acting pay calculated from the date on which the Member commenced to act as if they had been appointed to that higher classification level for the period in which the Member acts.

31.02 When a Member occupies an acting position at a higher classification/rank in excess of thirty (30) days, RCMP Management will action a HRMIS transaction reflecting the acting appointment.

31.03 Following completion of the qualifying period outlined in clause 31.06, a Member will receive acting pay for all scheduled hours worked, including any period of lieu time off (LTO), leave, and eight (8) hours of the designated paid holiday (DPH) not worked, until the appointment

is revoked or any of the provisions of clause 31.05 apply. When a Member is eligible for extra-duty pay during this period, compensation will be based on the acting rate of pay.

31.04 When completion of the qualifying period has occurred and the Member remains eligible for acting pay, these acting premium rates will also apply to all authorized additional hours worked including those related to the Member's substantive classification/rank.

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31.05 Acting pay will not be paid during any period in which a Member is:

a. on sick leave for thirty (30) consecutive calendar days, effective from the 31st day of approved sick leave, unless the appointment was previously revoked;
b. imprisoned;
c. absent without leave;
d. suspended from duty in excess of twenty (20) workdays, effective the day following the date of suspension;
e. on leave without pay;
f. enrolled in an understudy training program, for example, field identification training; or
g. occupying a Full-Time Equivalents Exempt from Classification position unless the position is designated, in writing, by the Commr., a D/Commr., a Dir., or a CO, to be staffed at a specific classification/rank.

Qualifying period

31.06 The qualifying period for acting pay is:

a. two (2) consecutive regularly scheduled workdays as a Cst., Cpl., Sgt., S/Sgt., Insp., S/Cst., in detachment and operational units; and
b. five (5) consecutive regularly scheduled workdays for eligible Members other than those outlined in paragraph (a).

31.07 If the Member takes lieu time off (LTO) or any form of leave during the qualifying period, and the acting appointment is not revoked, the remainder of the qualifying period can be completed after the Member returns to duty.

31.08 Any period of leave taken during the qualifying period does not qualify for payment of acting pay.

31.09 When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

Substantive duties while acting

31.10 A Member performing the duties of a higher classification/rank on an acting basis will also perform the duties of their substantive classification/rank, unless otherwise approved by the Employer.

**Article 32: severance pay

This article does not apply to reservists.

32.01 Under the following circumstances and subject to clause 32.05, a Member shall receive severance benefits calculated on the basis of the weekly rate of pay to which they are entitled for their rank and/or classification on the date of their termination of employment.

32.02 A Member is entitled to receive severance pay benefits for full and partial years of continuous employment for the following discharge items:

a. physical or mental disability;
b. promote economy or efficiency (Work Force Adjustment); or
c. death.

32.03 A Member is entitled to receive severance pay benefits for full and partial years of continuous employment, up to and including March 31, 2012, for the following discharge items:

a. voluntary retirement;
b. voluntary resignation; or
c. directed to resign.

32.04 A Member is not entitled to receive severance pay benefits, irrespective of full or partial years of continuous employment, for the following discharge items:

a. the serving of a term of imprisonment for an offence imposed by a court in or outside of Canada;
b. abandonment of post – absent without authorization;
c. unsatisfactory performance as determined under the *Royal Canadian Mounted Police Act*; or
d. dismissal for a contravention of the Code of Conduct.

Pay notes

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32.05 Severance pay benefits will be paid:

a. by calculating the Member's complete period of continuous employment comprised of one (1) week's salary for each complete year of continuous employment; or
b. discharge equals two (2) weeks' pay for the first complete year of service, and one (1) week's pay for each complete year of service thereafter;
c. in the case of a partial year of continuous employment, one (1) week's salary multiplied by the number of days of continuous employment in the partial year, divided by three hundred and sixty-five (365);
d. to the Member on the basis of their weekly rate of pay for the classification or substantive level/rank of the position on the date of discharge, including the extra pay and allowances expressly mentioned to count toward severance pay;

**

e. to the Member by reducing any periods of continuous employment for which the Member has received a payment in lieu of a severance benefit; and
f. to a maximum entitlement of twenty-eight (28) weeks' pay.

32.06 The following is a special consideration for Members who complete thirty-five (35) years of service:

For those discharge circumstances where a severance pay entitlement exists, a Member, or the estate of a Member who died while still an active Member of the RCMP, and who was engaged by the RCMP before March 18, 1976, is entitled to an additional 12 days' pay for 35 or more years of service at time of discharge.

Provisions for part-time (P/T) Members can be found in Article 60.

Article 33: membership fees

33.01 The Employer shall reimburse a Member of the bargaining unit for the payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of the Member's position, as determined by the Commissioner or delegate.

33.02 Membership fees referred to in Article 10 are excluded as reimbursable fees under this article.

Part VI: allowances

**Article 34: allowances

This article does not apply to reservists.

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Field trainer allowance

34.01 Members who provide field coaching to new Members are eligible to receive an allowance of four per cent (4%) of the maximum Constable rate of pay for the period of time during which they are assigned such duties.

34.02 Field trainer allowance is not included in base salary for the purpose of calculating annual increases.

34.03 The field trainer allowance is not used for the purposes of establishing a rate of pay on promotion, demotion, or transfer.

34.04 The field trainer allowance is not used for computing the payout of annual leave credits, overtime, maternity or parental benefits, or other allowances.

34.05 Entitlement is limited to one (1) field trainer allowance for any given period.

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Annual Service Pay

34.06 The Annual Service Pay (ASP) is:

a. a percentage of a Member's salary based on years of service with the RCMP; and
b. paid biweekly;

34.07 A Member on approved leave with pay will continue to receive ASP.

34.08 The ASP begins and adjusts on the Member's anniversary of service with the RCMP as follows:

a. 4 years = 1.5%;
b. 10 years = 3.0%;
c. 15 years = 4.5%;
d. 20 years = 6.0%;
e. 25 years = 7.5%;
f. 30 years = 9.0%; and
g. 35 years = 10.5%.

34.09 The ASP will not be paid while on leave without pay or on suspension without pay.

34.10 The ASP cannot exceed 10.5% of a Member's maximum salary.

34.11 The ASP is not included in base salary for the purpose of calculating annual increases.

34.12 The ASP is not used for the purposes of establishing a rate of pay on promotion, demotion, or transfer.

34.13 The ASP is not used for computing the payout of annual leave credits, overtime, maternity or parental benefits, or other allowances.

34.14 The only entitlement for which ASP is included is the calculation of severance pay.

Part VII: leave with pay

This part does not apply to reservists (see provisions of Part X).

**Article 35: leave with pay general

35.01 The leave year shall be from April 1 to March 31, inclusive.

35.02 All leave from work requires prior Employer approval in the online leave system, unless otherwise specified.

35.03 A Member on leave or having approved leave for some future date will be subject to recall to duty or cancellation of leave when there is a duty requirement.

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35.04 A Member shall not be granted two (2) different types of leave with pay in respect of the same period of time.

**

35.05 A Member is not entitled to leave with pay during periods the Member is on leave without pay or under suspension without pay.

**

35.06 A Member shall not earn or be granted leave credits under this agreement in any month (with regard to leave which is accrued monthly) nor in any fiscal year (with regard to leave which is granted each fiscal year) for which leave has already been credited or granted to them under the terms of any other collective agreement or under other rules or regulations applicable to organizations within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*.

35.07 The amount of earned but unused leave with pay credited to a Member by the Employer at the time when this agreement is signed, or at the time when the Member becomes subject to this agreement, shall be retained by the Member.

**Article 36: annual leave with pay

36.01 Before annual leave is taken, it must be approved by the Employer.

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36.02 Service for the calculation of annual leave includes all:

a. current continuous service in the RCMP as a Member;
b. certified prior RCMP service, whether continuous or discontinuous;
c. certified prior police service, whether continuous or discontinuous; and
d. certified periods of prior continuous or discontinuous service in the public service and Canadian Forces.

36.03 The above-mentioned service is not included when a person who, on leaving the public service / Canadian Forces / RCMP, receives severance pay or has received payment in lieu of severance pay. This exception will not apply to a Member who receives severance pay on layoff and is reappointed to the public service within one year following the date of layoff.

36.04 For greater certainty, the payment in lieu of severance pay taken does not reduce the calculation of service for persons who have not yet left the public service / Canadian Forces / RCMP.

Accumulation of annual leave credits

36.05 A Member who has earned at least eighty (80) hours' pay during any calendar month of a leave year shall earn annual leave credits at the following rates:

a. ten (10) hours until the month in which the anniversary of the Member's fifth (5th) year of combined current continuous and previously certified service occurs;
b. thirteen decimal thirty-three (13.33) hours commencing with the month in which the Member's fifth (5th) anniversary of combined current continuous and previously certified service occurs;
c. sixteen decimal sixty-six (16.66) hours commencing with the month in which the Member's tenth (10th) anniversary of combined current continuous and previously certified service occurs; or
d. twenty (20) hours commencing with the month in which the Member's twenty-third (23rd) anniversary of combined current continuous and previously certified service occurs.

36.06 A Member will stop earning annual leave credits if they have been on sick leave for a period of at least twelve (12) continuous months. A Member who returns from such extended sick leave must report for duty for at least eighty (80) hours to resume earning annual leave credits.

36.07 Provisions for part-time (P/T) Members can be found in Article 62.

36.08 A Member who has completed six (6) months of continuous employment is entitled to receive an advance of their credits equivalent to the anticipated credits for the current leave year.

Scheduling of annual leave

36.09 Leave will be scheduled on an hourly basis with the hours debited for each day of annual leave being the same as the hours the Member would have been scheduled to work on that day or portion thereof.

36.10 The Employer reserves the right to schedule a Member's accumulated earned but unused annual leave credits but shall make a reasonable effort:

a. to grant a Member's annual leave in an amount and at such time as the Member may request;
b. to ensure that approval of a Member's request for annual leave is not unreasonably denied;
c. to schedule annual leave on an equitable basis and when there is no conflict with the interests of the Employer or the other Members, according to the wishes of the Member;
d. not to recall a Member to duty after the Member has proceeded on annual leave; and
e. not to cancel or alter a period of annual leave which has been previously approved in writing.

36.11 The Employer shall give a Member as much notice as is practicable and reasonable of approval, denial or cancellation of a request for annual leave. In the case of denial, alteration or cancellation of such leave, the Employer shall give the written reason thereof, upon written request from the Member.

36.12 Where in respect of any period of annual leave, a Member is granted:

a. bereavement leave with pay, or

b. leave with pay because of illness in the immediate family, or
c. sick leave on production of a medical certificate,

the period of annual leave so displaced shall either be added to the annual leave period, if requested by the Member and approved by the Employer, or reinstated for use at a later date.

36.13 To promote Member wellness and work-life balance, Members are expected to take all of their annual leave during the fiscal year in which it is earned.

Carry-over of annual leave

36.14 On March 31, 2022, where a Member has not been granted all of the annual leave credited to them, fifty per cent (50%) of all annual leave credits in excess of four hundred (400) hours shall be automatically paid at the Member's daily rate of pay as calculated from the Member's substantive classification/rank on the last day of the leave year. The unused and unpaid portions of the Member's annual leave credits shall be carried over into the following leave year.

36.15 Effective March 31, 2023, where a Member has not been granted all of the annual leave credited to them, the unused portion of the Member's annual leave credits, up to a maximum of four hundred (400) hours, shall be carried over into the following leave year. All annual leave credits in excess of four hundred (400) hours shall be automatically paid at the Member's daily rate of pay as calculated from the Member's substantive classification/rank on the last day of the leave year.

36.16 Notwithstanding clauses 36.14 and 36.15, at the request of the Member and with the approval of the Employer, a Member may be paid part or all of their earned but unused annual leave credits in excess of the applicable carry-over limit at an otherwise specified time during the leave year.

36.17 Payouts of annual leave do not include allowances. Automated payouts and interim payout requests are calculated using the Member's current substantive base salary effective on March 31 of the leave year. All other payouts are calculated using the substantive base salary in effect on March 31 of the previous leave year.

Payout of annual leave on discharge/death

36.18 When a Member is discharged from the RCMP, the Member will be paid an amount equal to the number of hours of earned, but unused, annual leave to the Member's credit, calculated at their substantive base salary on the date of discharge. The payment of such annual leave does not include allowances (for example, service pay).

36.19 When a Member dies, their estate will be paid an amount equal to the number of hours of earned, but unused, annual leave to the Member's credit, calculated at their substantive base salary on the date of death. The payment of such annual leave does not include allowances (for example, service pay).

36.20 If the termination of employment is for a reason other than a medical discharge or death, and unearned annual leave credits have already been used by the Member, the Employer will

recover an amount equivalent to the unearned annual leave credits from any monies owed to the Member, calculated at the Member's substantive base salary on the date of discharge.

Recall to duty from annual leave / lieu time off

36.21 If a Member is recalled to duty during any period of annual leave or lieu time off (LTO), they will be reimbursed for reasonable travel expenses:

a. from the place of recall to the place of duty; and
b. from the place of duty to the place of recall, if upon completing the assignment, the balance of the Member's leave is not cancelled and they immediately resume annual leave or lieu time off (LTO) and return to the place of recall.

Cancellation of annual leave / lieu time off

36.22 When the Employer cancels or alters a period of annual leave which it has previously approved in writing, the Employer shall reimburse the Member for the following non-refundable expenses:

a. the cancellation insurance premium for a vacation; and
b. the portion of vacation contract levies and reservation fees for which insurance was not purchased because it was not available.

36.23 The Member must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer upon request.

36.24 Reimbursement of travel expenses will not be made if cancellation insurance was available and not obtained.

Article 37: court leave for non-duty-related reasons

37.01 The Employer shall grant leave with pay to a Member for the period of time they are required for non-duty-related reasons by subpoena or summons, to attend as a witness in any proceeding held:

a. in or under the authority of a court of justice or before a grand jury;
b. before a court, judge, justice, magistrate, or coroner;
c. before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the Member's position;
d. before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
e. before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

Article 38: leave with pay for family-related responsibilities

38.01 For the purpose of this article, family is defined as the Member's: spouse, including common-law partner; children, including children of the spouse or common-law partner, stepchildren, ward of the Member, and foster children; grandchildren; parents, including stepparents or foster parents; father-in-law, mother-in-law, brother, sister, stepbrother, stepsister, grandparents of the Member; any relative permanently residing in the Member's household or with whom the Member permanently resides; or any relative for whom the Member has a duty of care, irrespective of whether they reside with the Member.

38.02 The total leave with pay which may be granted under this article shall not exceed forty (40) hours in a fiscal year.

38.03 Subject to clause 38.02, the Employer shall grant the Member leave with pay under the following circumstances:

a. to take a person in the Member's family to a medical or dental appointment, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
b. to provide for the immediate and temporary care of a person in the Member's family and to provide the Member with time to make alternative care arrangements where the illness is of a longer duration;
c. for needs directly related to the birth or the adoption of the Member's child;
d. to provide for the immediate and temporary care of an elderly person in the Member's family;
e. to attend school functions;
f. to provide for the Member's child in the case of an unforeseeable closure of the school or daycare facility; or
g. eight (8) hours out of the forty (40) hours stipulated in clause 38.02 above may be used to attend an appointment with a legal or paralegal representative for non-employment-related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

38.04 All leave requests under clause 38.03 are subject to reasonable notice to a Member's supervisor/manager and will not be unreasonably refused.

Article 39: compassionate leave

Leave to visit a critically ill family member

39.01 For the purpose of this article, family is defined as the Member's: spouse, including common-law partner; children, including children of the spouse or common-law partner, stepchildren, ward of the Member, and foster children; grandchildren; son-in-law, daughter-in-law; parents, including stepparents, foster parents, father-in-law, mother-in-law; brother, sister, stepbrother and stepsister; the Member's grandparents, and any relative permanently residing with the Member or with whom the Member permanently resides.

39.02 The Employer may grant up to eighty (80) hours of leave with pay (inclusive of travel time) to visit a person in the Member's family who is certified as being critically ill by a medical practitioner.

39.03 This type of leave will be granted on only one (1) occasion for each occurrence.

39.04 The Member must provide sufficient detail to justify the leave and include a medical practitioner's certificate.

Leave to travel for treatment

39.05 The Employer may grant up to forty (40) hours of leave with pay per fiscal year when a Member at a location that lacks medical/dental specialist services is required to transport their dependant to some distant point for treatment.

39.06 This type of leave is granted to allow travelling time to and from the distant point and a reasonable period to arrange for the services.

Article 40: bereavement leave

40.01 For the purpose of this article, family is defined as the Member's: spouse, including common-law partner; children, including children of the spouse or common-law partner, stepchildren, ward of the Member, and foster children; grandchildren; son-in-law, daughter-in-law; parents, including step-parents, foster parents, father-in-law, mother-in-law; brother, sister, stepbrother and stepsister, the Member's grandparents and any relative permanently residing with the Member or with whom the Member permanently resides.

40.02 When a person in the Member's family dies, a Member shall be entitled to bereavement leave with pay. Such bereavement leave, as determined by the Member, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period the Member shall be paid for those days which are not regularly scheduled regular time off (RTO) or time off work (TOW) for the Member. In addition, the Member may also be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

40.03 At the request of the Member, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods, to a maximum of five (5) working days.

40.04 When a Member requests bereavement leave in two (2) periods:

a. The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death; and
b. The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
c. The Member may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.

40.05 A Member is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of their brother-in-law or sister-in-law and grandparents of spouse.

40.06 If, during a period of paid leave, a Member is bereaved in circumstances under which they would have been eligible for bereavement leave with pay under clauses 40.02 and 40.05, the Member shall be granted bereavement leave with pay and their paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

40.07 It is recognized by the parties that circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Commissioner may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 40.02 and 40.05.

Article 41: wellness day

41.01 A Member is entitled to eight (8) hours of paid leave per fiscal year for reasons of a personal nature.

41.02 Approval will be subject to operational requirements, as determined by the Employer, and with advance notice of at least five (5) working days.

41.03 The leave will be scheduled at a time that is convenient to both the Member and the Employer. However, the Employer will make every reasonable effort to grant the leave requested.

Article 42: leave with pay for other reasons

42.01 At its discretion, the Employer may grant leave with pay when circumstances not directly attributable to the Member prevent their reporting for duty. Such leave shall not be unreasonably withheld.

42.02 At its discretion, the Employer may grant leave with pay for purposes other than those specified in this collective agreement.

42.03 Periods of leave with pay granted in accordance with clause 42.01 shall not exceed sixteen (16) hours per fiscal year.

42.04 Periods of leave with pay granted in accordance with clause 42.02 shall not exceed eighty (80) hours per fiscal year.

42.05 Leave granted in accordance with clauses 42.01 and 42.02 shall not be approved for educational, language, or other training purposes.

42.06 The Commissioner may grant a Member leave in accordance with clauses 42.01 and 42.02 in excess of the period of time specified in clauses 42.03 and 42.04.

Part VIII: leave without pay

This part does not apply to reservists.

Article 43: leave without pay – general

43.01 The leave year shall be from April 1 to March 31, inclusive.

43.02 All leave from work requires prior Employer approval in the online leave system, unless otherwise specified.

43.03 A Member on leave or having approved leave for some future date will be subject to recall to duty or cancellation of leave when there is a duty requirement. A Member on maternity and parental leave without pay will only be recalled to duty to attend court for duty-related reasons pursuant to clause 45.04.

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43.04 A Member is not entitled to leave with pay during periods the Member is on leave without pay or under suspension without pay.

43.05 To be considered for leave without pay in accordance with Articles 47, 48, 49, 50 and clause 46.07, a Member must have completed two (2) years of service with the RCMP.

43.06 Leave without pay granted under Articles 47, 48, 50 and clauses 46.01 and 46.07 shall be deducted from the calculation of continuous employment for the purpose of calculating severance pay and service for the purpose of calculating annual leave for the Member involved, except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

43.07 A Member on leave without pay will retain their rank on return to duty.

43.08 For the purposes of education or personal needs leave without pay, a Member must not be the subject of progress reporting for unsatisfactory performance.

43.09 During periods of leave without pay, a Member is subject to the provisions of the *Royal Canadian Mounted Police Act*, the *Royal Canadian Mounted Police Regulations, 2014*, and all applicable Commissioner's Standing Orders.

**Article 44: maternity leave without pay

44.01 Maternity leave without pay

a. A Member who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
b. Notwithstanding paragraph (a):

    i. where the Member has not yet proceeded on maternity leave without pay and their newborn child is hospitalized, or
    ii. where the Member has proceeded on maternity leave without pay and then returns to work for all or part of the period while their newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization while the Member was not on maternity leave, to a maximum of eighteen (18) weeks.

c. The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
d. The Employer may require the Member to submit a medical certificate certifying pregnancy.
e. A Member who has not commenced maternity leave without pay may elect to:

    i. use earned annual leave and lieu time off (LTO) credits up to and beyond the date that their pregnancy terminates,
    or
    ii. use sick leave up to and beyond the date that their pregnancy terminates. Sick leave includes medical disability due to pregnancy. A medical certificate may be required.

f. A Member shall inform the Employer in writing of their plans to take leave with and without pay to cover their absence from work due to the pregnancy at least four (4) weeks before the initial date of continuous leave of absence while termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
g. Leave granted under this clause shall be counted for the calculation of continuous employment for the purpose of calculating severance pay and service for the purpose of calculating annual leave. Time spent on such leave shall be counted for pay increment purposes.

44.02 Maternity allowance

a. A Member who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), provided that the Member:

    i. has completed six (6) months of continuous employment before the commencement of their maternity leave without pay,
    ii. provides the Employer with proof that the Member has applied for and is in receipt of maternity benefits under the Employment Insurance (EI) program or the Québec Parental Insurance Plan in respect of insurable employment with the Employer, and
    iii. has signed an agreement with the Employer stating that:

        A. the Member will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*, on the expiry date of their maternity leave without pay unless the return-to-work date is modified by the approval of another form of leave;

B. following their return to work, as described in section (A), the Member will work for a period equal to the period the Member was in receipt of maternity allowance;
C. should the Member fail to return to work in accordance with section (A), or should the Member return to work but fail to work for the total period specified in section (B), for reasons other than death, layoff, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Royal Canadian Mounted Police Superannuation Act*, the Member will be indebted to the Employer for an amount determined as follows:

$$\text{(allowance received)} \times \frac{\text{(remaining period to be worked following her return to work)}}{\text{[total period to be worked as specified in (B)]}}$$

however, a Member whose specified period of employment expired and who is rehired within the federal public administration as described in section (A) within a period of ninety (90) days or less is not indebted for the amount if their new period of employment is sufficient to meet the obligations specified in section (B).

b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the Member's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

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c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:

i. where a Member is subject to a waiting period before receiving Employment Insurance (EI) maternity benefits, ninety-three per cent (93%) of their weekly rate of pay for the waiting period, less any other monies earned during this period, and
ii. for each week the Member receives a maternity benefit under the Employment Insurance (EI) program or the Québec Parental Insurance Plan, the Member is eligible to receive the difference between ninety-three per cent (93%) of their weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in their maternity benefit to which the Member would have been eligible if no extra monies had been earned during this period, and
iii. where a Member has received the full fifteen (15) weeks of maternity benefit under the Employment Insurance (EI) program and thereafter remains on

maternity leave without pay, the Member is eligible to receive a further maternity allowance for a period of one (1) week at ninety-three per cent (93%) of their weekly rate of pay, less any other monies earned during this period.

d. At the Member's request, the payment referred to in subparagraph 44.02(c)(i) will be estimated and advanced to the Member. Adjustments will be made once the Member provides proof of receipt of Employment Insurance (EI) benefits or Québec Parental Insurance Plan maternity benefits.
e. The maternity allowance to which a Member is entitled is limited to that provided in paragraph (c) and a Member will not be reimbursed for any amount that the Member may be required to repay pursuant to the *Employment Insurance Act* or the *Act Respecting Parental Insurance* in Quebec.
f. The weekly rate of pay referred to in paragraph (c) shall be:

    i. for a full-time (F/T) Member, the Member's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
    ii. for a Member who has been employed on a part-time (P/T) or on a combined full-time (F/T) and part-time (P/T) basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the Member's straight-time earnings by the straight-time earnings the Member would have earned working full-time (F/T) during such period.

g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the Member is entitled for their substantive level to which the Member is appointed.
h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay a Member has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate the Member was being paid on that day.
i. Where a Member becomes eligible for a pay increment or pay revision that would increase the maternity allowance, the allowance shall be adjusted accordingly.
j. Maternity allowance payments made under the SUB Plan will neither reduce nor increase a Member's deferred remuneration or severance pay.

**Article 45: parental leave without pay

45.01 Parental leave without pay

a. Where a Member has or will have the actual care and custody of a newborn child (including the newborn child of a common-law partner), the Member shall, upon request, be granted parental leave without pay for either:

    i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option),
    or

ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option)

beginning on the day on which the child is born or the day on which the child comes into the Member's care.

b. Where a Member commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the Member shall, upon request, be granted parental leave without pay for either:

i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option),
or
ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option)

beginning on the day on which the child comes into the Member's care.

c. Notwithstanding paragraphs (a) and (b) above, at the request of a Member and at the discretion of the Employer, the leave referred to in paragraphs (a) and (b) above may be taken in two (2) periods.
d. Notwithstanding paragraphs (a) and (b):

i. where the Member's child is hospitalized within the period defined in the above paragraphs, and the Member has not yet proceeded on parental leave without pay, or
ii. where the Member has proceeded on parental leave without pay and then returns to work for all or part of the period while their child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization while the Member was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the Member's care.

e. A Member who intends to request parental leave without pay shall notify the Employer at least four (4) weeks before the commencement date of such leave.
f. The Employer may:

i. defer the commencement of parental leave without pay at the request of the Member;
ii. grant the Member parental leave without pay with less than four (4) weeks' notice; or
iii. require a Member to submit a birth certificate or proof of adoption of the child.

g. Leave granted under this clause shall count for the calculation of continuous employment for the purpose of calculating severance pay and service for the purpose of calculating annual leave. Time spent on such leave shall count for pay increment purposes.
h. Members appointed under the *Royal Canadian Mounted Police Act*, who request parental leave without pay to care for the same child, must notify the Employer at least eight (8) weeks in advance of the date the absence will start. The Employer will consider all reasonable requests to waive all or part of the eight (8) week notice period.

45.02 Parental allowance

Under the Employment Insurance (EI) program, parental allowance is payable under two (2) options, either:

a. Option 1: standard parental benefits, paragraphs 45.03(c) to (k) below, or
b. Option 2: extended parental benefits, paragraphs 45.03(l) to (t) below.

Once a Member elects the standard or extended parental benefits and the weekly benefit top-up allowance is set, the decision is irrevocable and shall not be changed should the Member return to work at an earlier date than that originally scheduled.

Under the Québec Parental Insurance Plan (QPIP), parental allowance is payable only under Option 1: standard parental benefits.

45.03 Parental allowance administration

a. A Member who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) or (l) to (r), providing the Member:

    i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,
    ii. provides the Employer with proof that they have applied for and are in receipt of parental, paternity or adoption benefits under the Employment Insurance (EI) program or the Québec Parental Insurance Plan in respect of insurable employment with the Employer, and
    iii. has signed an agreement with the Employer stating that:

        A. the Member will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*, on the expiry date of their parental leave without pay, unless the return-to-work date is modified by the approval of another form of leave;
        B. following their return to work, as described in section (A), the Member will work for a period equal to the period the Member was in receipt of the standard parental allowance, in addition to the period of time referred to in

section 44.02(a)(iii)(B), if applicable. Where the Member has elected the extended parental allowance, following their return to work, as described in section (A), the Member will work for a period equal to sixty per cent (60%) of the period the Member was in receipt of the extended parental allowance in addition to the period of time referred to in section 44.02(a)(iii)(B), if applicable;

C. should the Member fail to return to work as described in section (A) or should they return to work but fail to work the total period specified in

$$\text{(allowance received)} \times \frac{\text{(remaining period to be worked following his or her return to work)}}{\text{[total period to be worked as specified in (B)]}}$$

section (B), for reasons other than death, layoff, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Royal Canadian Mounted Police Superannuation Act*, they will be indebted to the Employer for an amount determined as follows:
however, a Member whose specified period of employment expired and who is rehired within the federal public administration as described in section (A), within a period of ninety (90) days or less is not indebted for the amount if their new period of employment is sufficient to meet the obligations specified in section (B).

b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the Member's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

Option 1: standard parental allowance

c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:

i. where a Member on parental leave without pay as described in subparagraphs 45.01(a)(i) and (b)(i), has elected to receive standard Employment Insurance (EI) parental benefits and is subject to a waiting period before receiving Employment Insurance (EI) parental benefits, ninety-three per cent (93%) of their weekly rate of pay for the waiting period, less any other monies earned during this period;

ii. for each week the Member receives parental, adoption or paternity benefits under the Employment Insurance (EI) program or the Québec Parental Insurance Plan, they are eligible to receive the difference between ninety-three per cent (93%) of their weekly rate of pay and the parental, adoption or paternity benefit, less any

other monies earned during this period which may result in a decrease in their parental, adoption or paternity benefit to which they would have been eligible if no extra monies had been earned during this period;

iii. where a Member has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit or has divided the full thirty-two (32) weeks of parental benefits with another Member in receipt of the full five (5) weeks' paternity under the Québec Parental Insurance Plan for the same child and either Member thereafter remains on parental leave without pay, the Member is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period;

iv. where a Member has divided the full thirty-seven (37) weeks of adoption benefits with another Member under the Québec Parental Insurance Plan for the same child and either Member thereafter remains on parental leave without pay, that Member is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period;

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v. where a Member has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance (EI) program and thereafter remains on parental leave without pay, they are eligible to receive a further parental allowance for a period of one (1) week, at ninety-three per cent (93%) of their weekly rate of pay, less any other monies earned during this period, unless said Member has already received the one (1) week of allowance contained in subparagraph 44.02(c)(iii) for the same child; and

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vi. where a Member has divided the full forty (40) weeks of parental benefits with another Member under the Employment Insurance (EI) program for the same child and either Member thereafter remains on parental leave without pay, that Member is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay, less any other monies earned during this period, unless said Member has already received the one (1) week of allowance contained in subparagraphs 44.02(c)(iii) and 45.03(c)(v) for the same child.

d. At the Member's request, the payment referred to in subparagraph 45.03(c)(i) will be estimated and advanced to the Member. Adjustments will be made once the Member provides proof of receipt of Employment Insurance (EI) benefits or Québec Parental Insurance Plan parental benefits.

e. The parental allowance to which a Member is entitled is limited to that provided in paragraph (c) and a Member will not be reimbursed for any amount that they are required to repay pursuant to the *Employment Insurance Act* or the *Act Respecting Parental Insurance* in Quebec.

f. The weekly rate of pay referred to in paragraph (c) shall be:

i. for a full-time (F/T) Member, the Member's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
ii. for a Member who has been employed on a part-time (P/T) or on a combined full-time (F/T) and part-time (P/T) basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the Member's straight-time earnings by the straight-time earnings the Member would have earned working full-time (F/T) during such period.

g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the Member is entitled for the substantive level to which the Member is appointed.
h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay a Member is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the Member was being paid on that day.
i. Where a Member becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
j. Parental allowance payments made under the SUB Plan will neither reduce nor increase a Member's deferred remuneration or severance pay.
k. The maximum combined, shared maternity and standard parental allowances payable shall not exceed fifty-seven (57) weeks for each combined maternity and parental leave without pay.

Option 2: extended parental allowance

l. Parental allowance payments made in accordance with the SUB Plan will consist of the following:

i. where a Member on parental leave without pay as described in subparagraphs 45.01(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance (EI) parental benefits and is subject to a waiting period before receiving Employment Insurance (EI) parental benefits, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay for the waiting period, less any other monies earned during this period;
ii. for each week the Member receives parental benefits under the Employment Insurance (EI) program, they are eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of their weekly rate and the parental benefit, less any other monies earned during this period which may result in a decrease in their parental benefits to which they would have been eligible if no extra monies had been earned during this period;

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iii. where a Member has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance (EI) program and thereafter remains on parental leave without pay, they are eligible to receive a further parental allowance for a

period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay, less any other monies earned during this period, unless said Member has already received the one (1) week of allowance contained in subparagraph 44.02(c)(iii) for the same child.

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iv. where a Member has divided the full sixty-nine (69) weeks of parental benefits with another Member under the Employment Insurance (EI) program for the same child and either Member thereafter remains on parental leave without pay, that Member is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay, less any other monies earned during this period, unless said Member has already received the one (1) week of allowance contained in subparagraph 44.02(c)(iii) for the same child;

m. At the Member's request, the payment referred to in subparagraph 45.03(l)(i) will be estimated and advanced to the Member. Adjustments will be made once the Member provides proof of receipt of Employment Insurance (EI) benefits.
n. The parental allowance to which a Member is entitled is limited to that provided in paragraph (l) and a Member will not be reimbursed for any amount that they are required to repay pursuant to the *Employment Insurance Act*.
o. The weekly rate of pay referred to in paragraph (l) shall be:

i. for a full-time (F/T) Member, the Member's weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;
ii. for a Member who has been employed on a part-time (P/T) or on a combined full-time (F/T) and part-time (P/T) basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the Member's straight-time earnings by the straight-time earnings the Member would have earned working full-time (F/T) during such period.

p. The weekly rate of pay referred to in paragraph (l) shall be the rate to which the Member is entitled for the substantive level to which they are appointed.
q. Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay a Member is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the Member was being paid on that day.
r. Where a Member becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
s. Parental allowance payments made under the SUB Plan will neither reduce nor increase a Member's deferred remuneration or severance pay.
t. The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

45.04 Court duty while on maternity or parental leave without pay

a. When a Member, who is on approved maternity or parental leave without pay, is required to attend court for duty-related reasons, the Member will have the option of either:

   i. pay at the straight-time rate for approved time worked, or
   ii. LTO credits at the straight-time rate for approved time worked.

b. A return to work solely for the purpose of attending court for duty-related reasons, does not constitute a break in the period of maternity or parental leave underway.

Article 46: compassionate leave without pay

Caregiving leave

46.01 A Member who provides the Employer with proof that they are in receipt of or awaiting Employment Insurance (EI) benefits for compassionate care benefits, family caregiver benefits for children, and/or family caregiver benefits for adults may be granted leave without pay while in receipt of or awaiting these benefits.

46.02 The leave without pay described in clause 46.01 shall not exceed twenty-six (26) weeks for compassionate care benefits, thirty-five (35) weeks for family caregiver benefits for children and fifteen (15) weeks for family caregiver benefits for adults, in addition to any applicable waiting period.

46.03 When notified, a Member who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been accepted.

46.04 When a Member is notified that their request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children, and/or family caregiver benefits for adults has been denied, clause 46.02 above ceases to apply.

46.05 Leave granted under this clause shall count for the calculation of continuous employment for the purpose of calculating severance pay and service for the purpose of calculating annual leave. Time spent on such leave shall count for pay increment purposes.

Leave without pay for care of family

46.06 For the purpose of this clause, family is defined as the Member's: spouse, including common-law partner; children, including children of the spouse or common-law partner, stepchildren, ward of the Member, and foster children; grandchildren; son-in-law, daughter-in-law; parents, including stepparents, foster parents, father-in-law, mother-in-law; brother, sister, stepbrother and stepsister; the Member's grandparents, and any relative permanently residing with the Member or with whom the Member permanently resides.

46.07 Subject to operational requirements as determined by the Employer, a Member may be granted leave without pay for the care of family in accordance with the following conditions:

a. a Member shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
b. leave granted under this article shall be for a minimum period of six (6) months;
c. the Employer may authorize a period less than six (6) months' leave if extenuating circumstances exist;
d. the total leave granted under this article shall not exceed five (5) years total in a Member's service;
e. leave granted under this article for a period of one (1) year or less shall be scheduled in a manner which ensures the operational requirements are maintained in order to meet the needs of the public and/or the efficient operation of the service;
f. leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and from the calculation of "continuous service";
g. time spent on such leave for more than three (3) months shall not be counted for pay increment purposes; and
h. time spent on such leave for a period of three (3) months or less, shall be counted for pay increment purposes.

Article 47: leave without pay for personal needs

47.01 Leave without pay will be granted for personal needs in the following manner:

a. Subject to operational requirements, leave without pay for a period of up to three (3) months may be granted to a Member for personal needs once during the Member's service; and
b. Subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year may be granted to a Member for personal needs once during the Member's service; or
c. Subject to operational requirements, combined leave without pay for no more than fifteen (15) months may be granted to a Member for personal needs once during the Member's service.
d. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.

Article 48: leave without pay for relocation of spouse

48.01 At the request of a Member, leave without pay for a period of up to five (5) years shall be granted to a Member whose spouse is relocated.

Article 49: education leave without pay

49.01 The Employer and NPF recognize the usefulness of education leave. A Member may be granted education leave without pay subject to an annual review for a period of up to five (5) years if:

a. The Member is enrolled as a full-time (F/T) student as defined by the educational institute concerned;
b. The field of education is related to their current or planned duties; and
c. The institution is publicly funded and registered by the provincial ministry of education, that is, a university, community college, or provincial institute of technology.

49.02 If a Member is not enrolled as a full-time (F/T) student, upon written application by the Member and with the approval of the Employer, a Member may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a publicly funded educational institute that is registered by the provincial ministry of education, for studies in some field of education in which preparation is needed to fill the Member's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

49.03 At the Employer's discretion, a Member on education leave without pay under this article may receive an allowance in lieu of salary of up to one hundred per cent (100%) of the Member's annual rate of pay, depending on the degree to which the education leave is deemed by the Employer to be relevant to organizational requirements. Where the Member receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

49.04 Allowances already being received by the Member may, at the discretion of the Employer, be continued during the period of the education leave. The Member shall be notified when the leave is approved as to whether such allowances are to be continued in whole or in part.

49.05 As a condition of the granting of education leave without pay, a Member shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.

49.06 If the Member:

a. fails to complete the course;
b. does not resume employment with the Employer on completion of the course; or
c. ceases to be employed, except by reason of death or layoff, before termination of the period they have undertaken to serve after completion of the course,

the Member shall repay the Employer all amounts paid to them under this article during the education leave or such lesser sum as shall be determined by the Employer.

49.07 A Member may be permitted to return to duty during a school break at the discretion of the Employer. During periods of return to duty, arrears for superannuation and other benefit contributions may be deducted if the Member so chooses.

Article 50: leave without pay for other reasons

50.01 At its discretion, the Employer may grant leave without pay for purposes other than those specified in this collective agreement.

50.02 Periods of leave without pay granted in accordance with clause 50.01 shall not exceed thirteen (13) workweeks.

50.03 Leave granted in accordance with clause 50.01 shall not be approved for educational, language, or other training purposes.

50.04 A Member enrolled in the Canadian Forces Reserve may be granted leave without pay in accordance with clause 50.01 when the leave conforms to the *Reserve Forces Training Leave Regulations* made pursuant to the *National Defence Act*.

50.05 The Commissioner may grant a Member leave in accordance with clause 50.01 in excess of the period of time specified in clause 50.02.

Part IX: part-time members

This part does not apply to reservists (see provisions of Part X).

Article 51: definition

51.01 Part-time (P/T) Member means a Member whose weekly scheduled hours of work average twelve (12) hours or more, but less than forty (40) hours.

Article 52: general

52.01 Part-time (P/T) Members shall be entitled to the benefits provided under this collective agreement in the same proportion as their assigned weekly hours of work compared with the forty (40) hours of work of a full-time (F/T) Member.

Article 53: additional hours

53.01 When a shift is less than eight (8) hours, the hours before and after a regularly scheduled shift up to eight (8) hours are "additional hours of work," as defined in Article 2 (interpretation and definitions), paid at straight time.

Article 54: meal breaks

54.01 The Employer will provide a part-time (P/T) Member with:

a. one (1) unpaid thirty (30) minute meal break after working four (4) hours; or
b. one (1) paid meal break when the work period is equal to that of a full-time (F/T) Member.

Article 55: regular time off

55.01 The regular time off (RTO) provisions of this agreement apply only in a week when a part-time (P/T) Member has worked forty (40) hours in a week. The forty (40) hours includes assigned workweek hours, any additional hours, and time worked on a day that is prescribed as a designated paid holiday (DPH) for a full-time (F/T) Member in Article 23 (designated paid holidays).

Article 56: extra-duty pay

56.01 When a part-time (P/T) Member works approved additional hours, they will be paid at the straight-time rate, until sufficient hours have been worked to qualify for overtime (O/T), or until sufficient hours have been worked to qualify for regular time off (RTO).

Article 57: overtime

57.01 A Member working part-time (P/T) will receive overtime (O/T) compensation at the rate of time and one half (1 1/2) when the Member works in excess of the assigned scheduled eight (8), ten (10) or twelve (12) hour shift in a day or at a rate of double (2) time on a regular time off (RTO) day after the completion of forty (40) hours in a week.

57.02 A part-time (P/T) Member whose assigned hours are less than eight (8) hours in a day will receive the straight-time rate for all scheduled and additional hours worked, up to eight (8) hours. Any hours worked in excess of the eight (8) hours will be compensated at the rate of time and one half (11/2).

57.03 A part-time (P/T) Member is entitled to lieu time off (LTO) or payment of overtime.

Article 58: shift premium

58.01 A part-time (P/T) Member may be entitled to a shift premium in accordance with Article 29 (shift premium).

58.02 A part-time (P/T) Member is also eligible to receive the shift premium for eligible additional hours worked that are paid at the straight-time rate.

Article 59: bereavement leave

59.01 Notwithstanding Article 52 (General), there shall be no pro-rating of “days” in Article 40 (Bereavement leave).

Article 60: severance pay

60.01 Notwithstanding the provisions of Article 32 (Severance pay) of this agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full-time (F/T) and part-time (P/T) employment or varying levels of part-time (P/T) employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time (P/T) portions shall be consolidated to equivalent full-time (F/T). The equivalent full-time (F/T) period in years shall be multiplied by the full-time (F/T) weekly pay rate for the appropriate group and level to produce the severance pay benefit.

**Article 61: designated paid holidays

**

61.01 A part-time (P/T) Member is not entitled to a day off with pay for designated holidays but shall instead be paid four decimal six per cent (4.6%) for all straight-time hours worked.

61.02 When a part-time (P/T) Member is required to work on a day which is prescribed as a designated paid holiday (DPH) for a full-time (F/T) Member in Article 23, the Member shall be paid at time and one half (1 1/2) of the straight-time rate for all hours worked.

61.03 A part-time (P/T) Member who reports for work as directed on a day which is prescribed as a designated paid holiday (DPH) for a full-time (F/T) Member in Article 23, shall be paid for the time actually worked in accordance with clause 61.02, or a minimum of four (4) hours' pay at the straight-time rate, whichever is greater.

Article 62: annual leave

Annual leave accrual rates

62.01 A part-time (P/T) Member shall earn annual leave credits for each month in which the Member receives pay for at least twice (2) the number of hours in the Member's assigned workweek, pro-rated and calculated as follows:

a. when less than five years of combined current continuous and previously certified service occurs, the average part-time (P/T) workweek hours are multiplied by zero decimal two five (0.250);
b. when five or more years, but less than 10 years, of combined current continuous and previously certified service occurs, the average part-time (P/T) workweek hours are multiplied by zero decimal three three three (0.333);
c. when 10 years or more, but less than 23 years of combined current continuous and previously certified service occurs, the average part-time (P/T) workweek hours are multiplied by zero decimal four one seven (0.417); and
d. when 23 years or more of combined current continuous and previously certified service occurs, the average part-time (P/T) workweek hours are multiplied by zero decimal five (0.500).

Annual leave administration

62.02 For the purposes of administration of clause 62.01, where a part-time (P/T) Member does not work the same number of hours each week, the assigned workweek shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.

62.03 A Member whose employment in any month is a combination of both full-time (F/T) and part-time (P/T) employment shall not earn annual or sick leave credits in excess of the entitlement of a full-time (F/T) Member.

Part X: reservists

Unless specifically indicated elsewhere, the only terms of the collective agreement that apply to reservists are those that are set out below.

Article 63: grievance procedure

National Joint Council Directives grievances

63.01 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 bylaws.

Individual grievances

63.02 Subject to and as provided in section 208 of the FPSLRA, a reservist may present an individual grievance to the Employer if they feel aggrieved:

a. by the interpretation or application, in respect of the reservist, of:

   i. a provision of a statute or regulation, or of a direction or other instrument made or issued by the Employer, that deals with terms and conditions of employment; or
   ii. a provision of the collective agreement or an arbitral award; or

b. as a result of any occurrence or matter affecting the reservist's terms and conditions of employment.

Group grievances

63.03 Subject to and as provided in section 215 of the FPSLRA, the NPF may present a group grievance to the Employer on behalf of reservists who feel aggrieved by the interpretation or application, common in respect of those reservists, of a provision of the collective agreement or an arbitral award.

a. In order to present a group grievance, the NPF must first obtain the written consent of each of the reservists 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.

Policy grievances

63.04 Subject to and as provided in section 220 of the FPSLRA, the NPF or the Employer may present a policy grievance in respect of the interpretation or application of the collective agreement or of an arbitral award.

a. A policy grievance may be presented by the NPF only at the final level of the grievance procedure, to an authorized representative of the Employer. The Employer shall inform the NPF 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 NPF. The NPF shall inform the Employer of the name, title and address of this representative.

Grievance procedure

63.05 For the purposes of this article, a grievor is a reservist, in the case of a group grievance, the grievor is the NPF, or in the case of a policy grievance, the grievor can be the Employer or the NPF.

63.06 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.

63.07 Pursuant to section 207 of the FPSLRA, the Employer and the NPF recognize the value of informal discussion as a viable and effective means of resolving issues both at the lowest level and as early on as possible. In support of this commitment, the parties to the grievance shall, where appropriate, initiate informal discussions on workplace differences prior to submitting a grievance and at any stage of the grievance process. When the parties to the grievance avail themselves of an informal conflict management system, whether through informal discussions, facilitated discussions, or mediation, it is agreed that the period between the initial discussion and the final outcome shall not count as elapsed time for the purpose of grievance time limits, including the presentation. Any resolution reached during or as a result of the informal discussions shall be without prejudice to the rights or positions of either party with respect to the dispute, unless the terms of the resolution state expressly that the resolution is with prejudice to the rights or positions of the parties.

63.08 A grievor wishing to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance, either by hand delivery or by electronic means, to their reserve coordinator 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 confirmation of receipt, either by hand delivery or by electronic means, stating the date on which the grievance was received.

63.09 Where the provisions of clause 63.08 cannot be complied with and it is necessary to present a grievance or receipt 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 or the grievor on the day it is delivered to the appropriate office of the RCMP or address shown on the grievance form. 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.

63.10 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.

63.11 Subject to and as provided for in the FPSLRA, a grievor who feels treated unjustly or aggrieved by an action or lack of action by the Employer is entitled to present a grievance in the manner prescribed in clause 63.08 except that:

a. where there is another administrative procedure provided by or under any Act of Parliament, other than one provided for in the *Canadian Human Rights Act*, to deal with the grievor's specific complaint such procedure must be followed, and
b. where the grievance relates to the interpretation or application of this collective agreement or an arbitral award, a reservist is not entitled to present the grievance unless they have the approval of and are represented by the NPF.

63.12 For individual grievances and group grievances, there shall be a maximum of three (3) levels in the grievance procedure. These levels shall be as follows:

a. Level 1: first level of management;
b. Level 2: intermediate level; and
c. Final level: Commissioner or an authorized representative.

No Employer representative may hear the same grievance at more than one (1) level in the grievance procedure.

63.13 The Employer shall designate a representative at each level in the grievance procedure and shall inform each reservist 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 reserve coordinator to whom a grievance is to be presented.

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

63.15 Reservists may be assisted and/or represented by the NPF when presenting a grievance at any level. The NPF shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

63.16 A grievor may present a grievance to the first level of the procedure in the manner prescribed in clause 63.08, not later than the thirty-fifth (35th) calendar 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 63.04 not later than the thirty-fifth (35th) calendar 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.

When a grievor submits a grievance electronically via email, the date the email is sent by the grievor is deemed to be the official submission date of the grievance.

63.17 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 fifteen (15) calendar 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 63.18, within twenty-one (21) calendar days after presentation by the grievor of the grievance at the previous level.

63.18 The Employer shall normally reply to a grievance, either on paper or electronically, at any level of the grievance procedure, except the final level, within fifteen (15) calendar days after the grievance is received, and within thirty (30) calendar 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-five (35) calendar days.

63.19 Where a reservist has been represented by the NPF in the presentation of the reservist's grievance, the Employer will provide the appropriate representative of the NPF named on the grievance form 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 grievor.

63.20 In determining the time within which any action is to be taken as prescribed in this procedure, designated paid holidays (DPH) shall be excluded.

63.21 The time limits stipulated in this grievance procedure may be extended by mutual agreement between the Employer and the grievor and, where appropriate, the NPF representative, including when parties agree/attempt to enter into informal discussion to attempt to resolve a grievance.

63.22 Where a reservist's appointment is revoked under subsection 7(3) of the *Royal Canadian Mounted Police Regulations, 2014*, the grievance procedure set forth in this agreement shall apply except that the grievance shall be presented at the final level only.

63.23 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 and the grievor, and, where applicable, the NPF.

63.24 A grievor may abandon a grievance by written notice to their reserve coordinator.

63.25 Any grievor who fails to present a grievance to the next higher level within the required 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.

Adjudication

63.26 Where a grievance has been presented up to and including the final level in the grievance procedure, and the grievance has not been dealt with to the reservist's satisfaction, it may be referred to adjudication in accordance with the provisions of the FPSLRA and Regulations.

63.27 Where a grievance that may be presented by a reservist to adjudication is a grievance relating to the interpretation or application in respect of the reservist of a provision of this agreement or an arbitral award, the grievor is not entitled to refer the grievance to adjudication unless the NPF signifies:

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

Expedited adjudication

63.28 The parties, the Employer and the NPF, 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 NPF 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 in advance of or at the hearing.
d. No witnesses will testify.
e. The parties agree to jointly request that each expedited adjudication session take place in Ottawa, unless the parties and the FPSLREB agree otherwise. The cases will be scheduled jointly by the parties and the FPSLREB and the parties agree to jointly request that the expedited adjudication appear on the FPSLREB schedule.
f. The parties may agree to present this expedited adjudication solely in writing.
g. The parties may agree to jointly request that the FPSLREB schedule any oral hearing of the expedited adjudication to be completed within a single day.
h. 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 as soon as possible following the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.
i. 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 of Appeal.

**Article 64: hours of work

General

64.01 For the purpose of this article and unless specified otherwise:

a. A week shall consist of seven (7) consecutive days beginning at 00:01 Thursday and ending at 24:00 Wednesday.

b. A day shall consist of a twenty-four (24) hour period commencing at 00:01 hours and ending at 24:00.

Meal breaks

64.02 The Employer will provide a reservist with:

a. One (1) paid thirty (30) minute meal break as part of a scheduled eight (8) hour work shift; or
b. One (1) paid forty (40) minute meal break as part of a scheduled ten (10) hour work shift; or
c. One (1) paid forty-five (45) minute meal break as part of a scheduled twelve (12) hour work shift.

Breaks to nurse or express breast milk

64.03 Subject to operational requirements, every reservist who is nursing shall, upon request, have their hours of work scheduled in a way to provide for unpaid breaks necessary for them to nurse or to express breast milk. Such request shall not be unreasonably denied.

Maximum hours of work

**

64.04 The maximum hours of work, inclusive of overtime (O/T), as established by the Employer are:

a. sixteen (16) consecutive hours in a twenty-four (24) hour period; and
b. eighty-four (84) hours in a seven (7) consecutive-day period.

**

64.05 A reservist shall not be authorized to work more than the maximum hours of work as prescribed in clause 64.04, unless the Employer declares an exceptional circumstance. Only a Line Officer, District Commander, or Critical Incident Commander can declare an exceptional circumstance.

**

64.06 When the Employer declares an exceptional circumstance, as defined in Article 2 (interpretation and definitions), for the first seventy-two (72) hours, the Employer may:

a. require a reservist to work more than the maximum hours of work as prescribed in clause 64.04; and/or,
b. reduce the time between shifts to less than twelve (12) hours.

**

64.07 A reservist who has reached the maximum eighty-four (84) hours in a seven (7) consecutive day period and who is scheduled to be deployed within the next twenty-four (24) hour period, shall not be deployed.

64.08 A reservist on travel status, who travels commercially for more than sixteen (16) consecutive hours, shall be granted by the Employer, a time-off period of at least eight (8) consecutive hours before the start of their next deployment.

**Article 65: pay and allowances

Designated paid holidays (DPH)

**

65.01 The following are considered a designated paid holiday (DPH) for reservists:

a. New Year's Day;
b. Good Friday;
c. Easter Monday;
d. the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday;
e. Canada Day;
f. Labour Day;
g. National Day for Truth and Reconciliation;
h. the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving;
i. Remembrance Day;
j. Christmas Day;
k. Boxing Day;
l. one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the Member is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the; first Monday in August; and
m. one additional day when proclaimed by an Act of Parliament as a national holiday.

**

65.02 A reservist will be paid four decimal six per cent (4.6%) for all regular hours paid in lieu of receiving pay for a designated paid holiday (DPH).

Overtime

65.03 A reservist will be compensated for overtime (O/T) in excess of a forty (40) hour workweek (Thursday to following Wednesday) at a rate of one and one half (1 1/2) times their straight-time rate of pay.

65.04 A reservist is entitled to overtime (O/T) compensation under clause 65.03 for each completed period of fifteen (15) minutes of overtime (O/T) worked when:

a. the overtime (O/T) work is authorized by the Employer; and
b. the reservist does not control the duration of the overtime (O/T) work.

65.05 Reservists shall record starting and finishing times of overtime (O/T) work in a form determined by the Employer.

**

65.06 A reservist is not entitled to lieu time off (LTO).

Callback

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65.07 A callback, including for a reservist designated for Operational Readiness and Operational Availability, starts upon phone or radio contact bringing the reservist back to work, as required and approved by the Employer.

**

65.08 A reservist who is called back to work, outside of the reservist's residence, shall be paid the greater of:

a. compensation equivalent to three (3) hours' pay at the applicable rate; or
b. compensation at the applicable rate for actual time worked.

A reservist can claim a subsequent callback only after the initial three (3) hour callback period expires.

**

65.09 When called more than once in the three (3) hour callback period, the reservists will show actual time worked in each instance and claim three (3) hours, plus the actual time in excess of the three (3) hour period.

**

65.10 If a reservist is called back within three hours of a deployment, they will be compensated for the hours worked prior to the start of their shift.

**

65.11 When a reservist is called back to work, outside of their residence, time spent reporting to and from duty shall constitute time worked.

**

65.12 A reservist who is called back to work may, at the discretion of the Employer, work at the reservist's residence. In such instances, the reservist shall be paid the greater of:

a. compensation equivalent to one (1) hour's pay at the applicable rate; or
b. compensation at the applicable rate for actual time worked.

A reservist can claim a subsequent callback only after the initial one (1) hour callback period expires.

Court duty for duty-related reasons

**

65.13 When required to attend court or an administrative tribunal for duty-related reasons in person or virtually (including but not limited to by video or by telephone), at a courthouse, law office, detachment, or any other location as approved by the Employer), and with the Employer's approval, the following provisions apply:

a. For the purposes of this article, an administrative tribunal does not include adjudication under this agreement or a hearing under the *Federal Public Sector Labour Relations Act*.
b. A reservist is entitled to pay at the applicable rate for the time spent in court, and for any court duty-related work performed at their designated work site immediately before and/or after the court appearance.
c. When a reservist is required to attend court or an administrative tribunal in-person or virtually and is informed of a court cancellation upon arrival at court (or any other location as approved by the Employer) or while en route to court (or any other location as approved by the Employer), a reservist is entitled to pay at the applicable rate for the time spent en route to court (or any other location as approved by the Employer) and the time spent to:

    i. immediately and directly return to their designated work site or,
    ii. if the reservist is coming from their residence and is not required to return to their designated work site, immediately and directly return to their residence.

d. A reservist who is required to attend a court proceeding shall be reimbursed for any reasonable expenses incurred for transportation, meals, and lodging, as outlined in the NJC *Travel Directive*.

Shift premium

65.14 A reservist will receive a shift premium of two dollars ($2.00) per hour for all hours worked between 16:01 and 08:00. The shift premium will not be paid for hours worked between 08:01 and 16:00. The minimum claim period is two hours (these two hours do not need to be consecutive).

65.15 The shift premium is payable only for the eligible hours actually worked and may include a paid meal break. The shift premium is not paid for overtime or operational response.

65.16 The shift premium shall not be considered as part of a reservist's basic hourly rate.

Meal break premium

65.17 Due to operational requirements, the Employer may require a reservist to remain on active duty for a fully scheduled work period, inclusive of the meal-break period.

65.18 Pursuant to clause 65.17, a reservist is entitled to be paid a meal break premium equal to one and a half (1 1/2) times their straight-time rate of pay for each fifteen (15) minute period where:

a. the reservist was interrupted during their meal-break period for more than fifteen (15) minutes for operational requirements; or
b. the reservist was unable to access a suitable location, as defined in Article 2 (interpretation and definitions), for the meal-break period.

65.19 For a scheduled twelve (12) hour shift, eligible reservists are entitled to claim forty-five (45) minutes and for a scheduled shift less than twelve (12) hours, eligible reservists are entitled to claim thirty (30) minutes.

No pyramiding

65.20 Payments provided under the overtime (O/T), immediate operational readiness/operational availability (OR/OA), designated paid holiday (DPH), callback and shift premium provisions of this agreement shall not be pyramided, that is a reservist shall not receive more than one type of compensation for the same service.

Article 66: leave

66.01 In lieu of annual leave, a reservist will be paid four per cent (4%) for all regular and overtime (O/T) hours worked.

Article 67: other benefits and salary adjustments

67.01 When working or participating in training, a reservist must be covered under specific life and dismemberment insurance coverage for the Reserve Program managed by the RCMP National Compensation Services in the amount of one hundred thousand dollars ($100,000).

67.02 A reservist must pay for this insurance at their own expense.

67.03 The *Government Employees Compensation Act* provides for employment injury benefits, that is, workers' compensation, to reservists.

Part XI: duration

Article 68: agreement reopener

68.01 This agreement may be amended by mutual consent.

**Article 69: duration

69.01 The duration of this collective agreement shall be from the date it is signed to March 31, 2025.

69.02 Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on day of signature.

Signed at Ottawa, this 24th day of the month of June, 2024.

The Treasury Board

Carole Bidal
Alain Cousineau
David Le
Chantale Brais
Assistant Commissioner Rhonda Blackmore
Assistant Commissioner Sorab Rupa
Chief Superintendent Brad Haugli
Chief Superintendent Steven Ing
Chief Superintendent Pat Cahill
Superintendent Greg Leong
Superintendent Kent Pike
Superintendent Marie-Eve Lavallée
Richard Arulpooranam
Marie-Josée Reid
Jennifer Purdy

National Police Federation

President Brian Sauvé
Vice President Dennis Miller
Director Rob Farrer
Vice President Peter Merrifield
Director Trevor Dinwoodie
Director Morgan Buckingham
Director Steve Madden
Director Pat Bouchard

**Appendix A

RCMP Regular Members and Reservists Annual Rates of Pay

Table legend

$) Effective April 1, 2022
A) Effective April 1, 2023
X) Effective April 1, 2023 - Market adjustment
B) Effective April 1, 2024
Y) Effective April 1, 2024 - Market adjustment

Constable (Cst.): annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
$) April 1, 2022	65,776	85,461	92,722	99,988	106,576
A) April 1, 2023	67,749	88,025	95,504	102,988	109,773
U) April 1, 2023 - Market adjustment	68,426	88,905	96,459	104,018	110,871
B) April 1, 2024	69,795	90,683	98,388	106,098	113,088
V) April 1, 2024 - Market adjustment	71,191	92,497	100,356	108,220	115,350

Corporal (Cpl.): annual rates of pay (in dollars)

Effective date	Step 1	Step 2
$) April 1, 2022	112,435	116,703
A) April 1, 2023	115,808	120,204
X) April 1, 2023 - Market adjustment	116,966	121,406
B) April 1, 2024	119,305	123,834
Y) April 1, 2024 - Market adjustment	121,691	126,311

Sergeant (Sgt.): annual rates of pay (in dollars)

Effective date	Step 1	Step 2
$) April 1, 2022	123,509	127,204
A) April 1, 2023	127,214	131,020
X) April 1, 2023 - Market adjustment	128,486	132,330
B) April 1, 2024	131,056	134,977
Y) April 1, 2024 - Market adjustment	133,677	137,677

Staff Sergeant (S/Sgt.): annual rates of pay (in dollars)

Effective date	Step 1	Step 2
$) April 1, 2022	134,912	138,657
A) April 1, 2023	138,959	142,817
X) April 1, 2023 - Market adjustment	140,349	144,245
B) April 1, 2024	143,156	147,130
Y) April 1, 2024 - Market adjustment	146,019	150,073

Staff Sergeant Major (S/S/M.), Sergeant Major (S/M), Corps Sergeant Major (C/S/M), Constable (Cst.): annual rates of pay (in dollars)

Effective date	Step 1
$) April 1, 2022	139,075
A) April 1, 2023	143,247
X) April 1, 2023 - Market adjustment	144,679
B) April 1, 2024	147,573
Y) April 1, 2024 - Market adjustment	150,524

RCMP: Special Constables and Special Constable Members

LES-AME: Law Enforcement Support – Aircraft Maintenance Engineers

AME-01: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4
$) April 1, 2022	103,752	107,902	112,216	116,703
A) April 1, 2023	106,865	111,139	115,582	120,204
X) April 1, 2023 - Market adjustment	107,934	112,250	116,738	121,406
B) April 1, 2024	110,093	114,495	119,073	123,834
Y) April 1, 2024 - Market adjustment	112,295	116,785	121,454	126,311

AME-02: annual rates of pay (in dollars)

Effective date	Step 1
$) April 1, 2022	140,032
A) April 1, 2023	144,233
X) April 1, 2023 - Market adjustment	145,675
B) April 1, 2024	148,589
Y) April 1, 2024 - Market adjustment	151,561

AME-03: annual rates of pay (in dollars)

Effective date	Step 1
$) April 1, 2022	161,044
A) April 1, 2023	165,875
X) April 1, 2023 - Market adjustment	167,534
B) April 1, 2024	170,885
Y) April 1, 2024 - Market adjustment	174,303

LES-PRO: Law Enforcement Support – Protective

PRO-01: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
$) April 1, 2022	67,115	69,794	72,588	75,490	78,509
A) April 1, 2023	69,128	71,888	74,766	77,755	80,864
X) April 1, 2023 - Market adjustment	69,819	72,607	75,514	78,533	81,673

B) April 1, 2024	71,215	74,059	77,024	80,104	83,306
Y) April 1, 2024 - Market adjustment	72,639	75,540	78,564	81,706	84,972

PRO-02: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
$) April 1, 2022	73,154	76,077	79,119	82,286	85,576
A) April 1, 2023	75,349	78,359	81,493	84,755	88,143
Y) April 1, 2023 - Market adjustment	76,102	79,143	82,308	85,603	89,024
B) April 1, 2024	77,624	80,726	83,954	87,315	90,804
Y) April 1, 2024 - Market adjustment	79,176	82,341	85,633	89,061	92,620

LES-PRO: Law Enforcement Support – Pilots

PT-01: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
$) April 1, 2022	108,806	111,656	114,589	117,604	120,706	123,892
A) April 1, 2023	112,070	115,006	118,027	121,132	124,327	127,609
X) April 1, 2023 - Market adjustment	113,191	116,156	119,207	122,343	125,570	128,885
B) April 1, 2024	115,455	118,479	121,591	124,790	128,081	131,463
Y) April 1, 2024 - Market adjustment	117,764	120,849	124,023	127,286	130,643	134,092

PT-02: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
$) April 1, 2022	115,823	118,873	122,010	125,237	128,552	131,965	135,472
A) April 1, 2023	119,298	122,439	125,670	128,994	132,409	135,924	139,536
X) April 1, 2023 - Market adjustment	120,491	123,663	126,927	130,284	133,733	137,283	140,931
B) April 1, 2024	122,901	126,136	129,466	132,890	136,408	140,029	143,750
Y) April 1, 2024 - Market adjustment	125,359	128,659	132,055	135,548	139,136	142,830	146,625

PT-03: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
$) April 1, 2022	131,775	135,277	138,886	142,594	146,406	150,325	154,355
A) April 1, 2023	135,728	139,335	143,053	146,872	150,798	154,835	158,986
X) April 1, 2023 - Market adjustment	137,085	140,728	144,484	148,341	152,306	156,383	160,576
B) April 1, 2024	139,827	143,543	147,374	151,308	155,352	159,511	163,788
Y) April 1, 2024 - Market adjustment	142,624	146,414	150,321	154,334	158,459	162,701	167,064

LES-SE: Law Enforcement Support – Security and Enforcement

SE-01: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
$) April 1, 2022	64,081	66,773	69,474	72,178	75,275
A) April 1, 2023	66,003	68,776	71,558	74,343	77,533
X) April 1, 2023 - Market adjustment	66,663	69,464	72,274	75,086	78,308
B) April 1, 2024	67,996	70,853	73,719	76,588	79,874
Y) April 1, 2024 - Market adjustment	69,356	72,270	75,193	78,120	81,471

SE-02: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
$) April 1, 2022	70,203	72,921	75,609	78,351	81,488
A) April 1, 2023	72,309	75,109	77,877	80,702	83,933
X) April 1, 2023 - Market adjustment	73,032	75,860	78,656	81,509	84,772
B) April 1, 2024	74,493	77,377	80,229	83,139	86,467
Y) April 1, 2024 - Market adjustment	75,983	78,925	81,834	84,802	88,196

SE-03: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
$) April 1, 2022	75,278	78,400	81,520	84,611	88,812
A) April 1, 2023	77,536	80,752	83,966	87,149	91,476
X) April 1, 2023 - Market adjustment	78,311	81,560	84,806	88,020	92,391
B) April 1, 2024	79,877	83,191	86,502	89,780	94,239
Y) April 1, 2024 - Market adjustment	81,475	84,855	88,232	91,576	96,124

SE-04: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
$) April 1, 2022	93,160	97,208	101,257	105,304	109,509
A) April 1, 2023	95,955	100,124	104,295	108,463	112,794
X) April 1, 2023 - Market adjustment	96,915	101,125	105,338	109,548	113,922
B) April 1, 2024	98,853	103,148	107,445	111,739	116,200
Y) April 1, 2024 - Market adjustment	100,830	105,211	109,594	113,974	118,524

SE-05: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
$) April 1, 2022	103,605	107,626	111,684	115,745	120,108
A) April 1, 2023	106,713	110,855	115,035	119,217	123,711
X) April 1, 2023 - Market adjustment	107,780	111,964	116,185	120,409	124,948
B) April 1, 2024	109,936	114,203	118,509	122,817	127,447
Y) April 1, 2024 - Market adjustment	112,135	116,487	120,879	125,273	129,996

Rates of pay will be adjusted within ninety (90) days of signature of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix C, as a lump sum payment. In particular:

a. Year 1 (2023) increases (i.e., “A” and “X”): paid as a retroactive lump sum payment equal to a 3.00% economic increase and a 1.00% market adjustment, for a compounded total increase of 4.030% of April 1, 2022 rates.
b. Year 2 (2024) increase (i.e., “B” and "Y"): paid as a retroactive lump sum payment equal to the year 1 increases plus a 2.00% economic increase and a 2.00% market adjustment for a compounded total increase of 8.233% of April 1, 2022 rates.

Pay notes

1. For full-time (F/T) and part-time (P/T) Members, a pay increment takes effect on the pay period of the Member’s most recent engagement, most recent pay increment, or start of acting pay (if the acting pay is received continuously), until the Member’s promotion or demotion date. Subsequent increments will occur in the same pay period annually thereafter.
2. If a Member has taken LWOP in excess of 90 days, the effective date of a pay increment will be extended by the entire period of that leave.
3. A pay increment will not be deferred when a Member takes maternity or parental LWOP.
4. If a Member was discharged as a Cst. and is later re-engaged as a Cst., their previous service will be counted in determining the date of their future pay increments within the Cst. rank.

Constable (Cst.)

Constable (Cst.)

a. Step 1 rates: engagement rate.
b. Step 2 rates: rate after 6 months’ service and upon being recommended for promotion by Staffing and Personnel.
c. Step 3 rates: rate after 12 months’ service and upon being recommended for promotion by Staffing and Personnel.
d. Step 4 rates: rate after 24 months’ service and upon being recommended for promotion by Staffing and Personnel.
e. Step 5 rates: increment after 12 months’ service at the rate tied to the applicable Step 4 rate of pay.
f. Reservists will be paid at an hourly rate equivalent to the applicable Step 5 rate of pay.

**Appendix B

Memorandum of Agreement on Supporting RCMP Member Wellness Through the Joint Development of a Member Wellness Working Framework

This memorandum of agreement (MoA) is to give effect to the understanding reached between the Employer, the Royal Canadian Mounted Police (RCMP), and the National Police Federation (NPF) (hereafter referred to as "the parties") regarding issues of Member[1] wellness.

The parties agree that the existing uncapped, as needed, when needed sick leave provisions, in place since 1978, are different from those offered to members of other police forces and to employees in the core public administration, excluding the Canadian Armed Forces. The parties also agree that there is room for improving the existing system for managing RCMP sick leave and for facilitating the return to work, and that both the RCMP and Members have a responsibility to more consistently and proactively use the existing tools and supports to improve return-to-work outcomes for ill or injured Members.

Since its inception under the MoA signed in 2021, the trilateral RCMP Wellness Working Group comprising the Employer, the RCMP and the NPF has made progress towards collecting data and discussing key issues related to sick leave and disability management. The parties commit to continue working together, concurrent to, but separate from, the collective bargaining process to review sick leave and disability management programs. The objective is to establish an understanding of the views and perspectives of each party with the aim of ensuring continued Member reintegration into the workplace following periods of leave due to occupational and non-occupational illness or injury. The parties will not engage in any negotiations and will not review or exchange bargaining or negotiation proposals but remain open to discussing potential approaches to promoting the consistent and proactive use of disability management and return-to-work tools and supports.

To encourage open dialogue, the Parties agree that this review and discussion is to be treated as confidential and without prejudice to any position any party may take in future rounds of collective bargaining related to Member wellness and RCMP as needed / when needed sick leave.

Any future proposed changes related to long-term disability insurance must be (i) endorsed by, (ii) in accordance with the Terms of Reference of, and (iii) per the recommendation of the RCMP's Insurance Advisory Committee (IAC).

This MoA shall be effective from the date of signing and will remain in effect until such time that either party gives 60 days written notice of its intent to discontinue this MoA.

[1] For the purposes of this MoA, "Member" is defined as "Member," per the agreed upon definition in the collective agreement which includes RCMP regular members and special constable members.

**Appendix C

Memorandum of Agreement Between the Treasury Board ("the Employer") and the National Police Federation ("NPF") with Respect to Implementation of the Collective Agreement

Notwithstanding the provisions of clause 30.04 (pay administration) on the calculation of retroactive payments and clause 69.02 (Duration) on the collective agreement implementation, this memorandum is to give effect to the understanding reached between the Employer and the NPF regarding the implementation of new pay rates and retroactive payments for the current round of negotiations.

Implementation

The effective dates for economic increases and market adjustments will be specified in the agreement (Appendix A). Other provisions of the collective agreement will be effective as follows:

1. All components of the agreement unrelated to pay administration will come into force on the signature of the collective agreement.
2. The Employer will make its best effort to implement the prospective salary rate changes within ninety (90) days after the signature of the collective agreement.

**

3. The Employer will make its best effort to implement the retroactive amounts payable to Members of the bargaining unit who were active on the date of signing of the collective agreement within two hundred and forty (240) days after the signature of the collective agreement.

**

4. The Employer will make its best effort to implement the retroactive amounts payable to Members of the bargaining unit on leave without pay within three hundred (300) days after the signature of the collective agreement.

**

5. The Employer will make its best effort to implement the retroactive amounts payable to Members of the bargaining unit who were discharged prior to the signature of the collective agreement within four hundred (400) days after the signature of the collective agreement.

**Appendix D

Memorandum of Agreement Between the Treasury Board ("the Employer") and the National Police Federation ("NPF") with Respect to a Review of the Royal Canadian Mounted Police ("RCMP") Allowances Framework

This memorandum is to give effect to the understanding reached between the Employer and the NPF regarding RCMP allowances.

The NPF, the Employer and the RCMP ("Parties") agree that the following RCMP allowances not forming part of the second collective agreement will continue to reside in RCMP policy for the term of the second collective agreement:

- Imprinter Allowance;
- Occupational Clothing Allowance; and
- Senior Constable Provisional Allowance.

The Employer will not amend, alter or otherwise change the above-referenced allowances during the term of the second collective agreement.

The Parties commit to working together over the life of this second collective agreement to review and discuss the Senior Constable Provisional Allowance. The Parties will use the information gathered in these discussions to develop respective proposals for negotiation of the third collective agreement.

This memorandum of agreement shall be effective from the date of signing of the collective agreement and will remain in effect for the term of the second collective agreement.

This memorandum of agreement may be amended by mutual consent of the parties.

**Appendix E

Memorandum of Agreement Between the Treasury Board ("the Employer") and the National Police Federation ("NPF") with Respect to Certain Allowances Provided by Provincial, Territorial or Municipal Jurisdictions or by the Employer

This memorandum is to give effect to the understanding reached between the Employer and the NPF regarding allowances to be paid to RCMP members represented by the NPF under the auspices of Police Services Agreements, negotiated between provincial, territorial, and/or municipal jurisdictions and Public Safety and Emergency Preparedness Canada, or approved by Treasury Board.

The NPF and the Employer ("Parties") agree that if a municipality, territory, or province provides an allowance, under the auspices of an approved Police Services Agreement negotiated with Public Safety and Emergency Preparedness, or approved by Treasury Board, for Members working within a particular municipality, territory, province, or other geographic area, that allowance will be remitted to Members in accordance within the terms established for that allowance.

For further certainty, if the allowance ceases in accordance with the terms of the Police Services Agreement or by Treasury Board, members will no longer be entitled to the allowance, despite s. 107 of the *Federal Public Sector Labour Relations Act.*

**

This memorandum of agreement shall be effective from the date of signing and will remain in effect for the term of this collective agreement.

This memorandum of agreement may be amended by mutual consent of the parties.