



Treasury Board of Canada
Secretariat

Secrétariat du Conseil du Trésor
du Canada

**EMPLOYER PROPOSALS
FOR THE RCMP CIVILIAN MEMBERS REPRESENTED BY THE
CANADIAN ASSOCIATION OF PROFESSIONAL EMPLOYEES**

**NEGOTIATIONS FOR THE RCMP CIVILIAN MEMBERS IN THE CONTEXT OF
NEGOTIATIONS FOR THE RENEWAL OF THE COLLECTIVE AGREEMENT:**

**ECONOMICS AND SOCIAL SCIENCE (EC)
EXPIRY DATE JUNE 21, 2026**

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INTRODUCTION

Without prejudice, attached are the Employer proposals for the negotiation of terms and conditions of employment that are specific to the RCMP Civilian Members (CMs) represented by the Canadian Association of Professional Employees (CAPE) in the Economics and Social Science Services (EC) group. Items agreed to by the parties at this table will be incorporated in the EC and Translation (TR) collective agreements through collective agreement re-openers.

The Employer reserves the right to table other or revised proposals during these negotiations, as well as counterproposals with respect to demands from the bargaining agent.

Building from the “Memorandum of Agreement Between the Treasury Board of Canada and the Canadian Association of Professional Employees With Respect to Certain Terms and Conditions of Employment for Deemed Royal Canadian Mounted Police Civilian Members” signed June 20, 2019, these negotiations aim to address amendments to the CMs terms and conditions of employment that are necessary in the absence of deeming with the view of extending the application of the collective agreements to these employees. The Employer’s objective is to harmonize the CMs’ terms and conditions of employment with those of CAPE collective agreements wherever possible.

This book of proposals was developed using the relevant articles or appendices of the EC group collective agreement expiring on June 21, 2026. The agreed upon changes will be included in this collective agreement upon conclusion of negotiations.

Proposed changes are highlighted in **bold** font. Where deletions are proposed, the words have a strikethrough “—”.

**NEW ARTICLE
GRIEVANCE PROCEDURE**

The Employer wishes to discuss the grievance procedure applicable to the SP-ESS group and is proposing to include a new article.

**ARTICLE 35
DISCIPLINE**

This article does not apply to the SP-ESS group.

35.01 When an employee is required to attend a meeting on disciplinary matters, the Employer shall notify the employee that the employee is entitled to have a representative of the Association attend the meeting. Where practicable, the employee shall receive in writing a minimum of two (2) working days' notice of such a meeting. The notice shall inform the employee that the meeting will be on a disciplinary matter. Where the presence of a representative of the Association is required and where the meeting is outside the National Capital Region, this minimum period shall be increased to three (3) days, where practicable.

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

35.03

- a. Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.
- b. The two (2) year period noted in paragraph 35.03(a) will be extended automatically by the length of any period of leave without pay taken by the employee.

35.04 When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The Employer shall endeavour to give such notification at the time of suspension.

35.05 The Employer shall notify the local representative of the Association that such suspension has occurred.

ARTICLE 24
VACATION LEAVE WITH PAY

The Employer wishes to discuss vacation leave with pay for the SP-ESS group.

ARTICLE 22
SICK LEAVE WITH PAY

The Employer wishes to discuss sick leave with pay for the SP-ESS group.

ARTICLE 25 SEVERANCE PAY

22.01 Under the following circumstances of termination of employment, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay.

- a. **Layoff (or "for the promotion of economy and efficiency in the RCMP" as defined in the RCMP Regulations for the SP-ESS group)**
 - i. On the first layoff for the first complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
 - ii. On second or subsequent layoff one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under subparagraph 25.01(a)(i) above.
- b. **Rejection on probation**

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay for each complete year of continuous employment.
- c. **Death**

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.
- d. **Termination for cause for reasons of incapacity or incompetence (or "for physical or mental disability" as defined in the RCMP Regulations for the SP-ESS group)**
 - i. When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to paragraph 12(1)(e) of the Financial Administration Act **or 20.2(1)(g) of the *Royal Canadian Mounted Police Act***, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

- ii. When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause of reasons of incompetence pursuant to paragraph 12(1)(e) of the Financial Administration Act **or 20.2(1)(e) of the *Royal Canadian Mounted Police Act***, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

25.02 The period of continuous employment used in the calculation of severance benefits payable to an employee under this article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under this article be pyramided.

For greater certainty, payments for the elimination of severance pay for resignation and retirement made pursuant to clauses 25.05 to 25.08 of Appendix H or similar provisions in other collective agreements **or RCMP policy instruments** shall be considered as a termination benefit for the administration of clause 25.02.

25.03

- a. The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in the employee's certificate of appointment pertaining to the position held by the employee on a substantive basis immediately prior to the termination of the employee's employment.
- b. Notwithstanding paragraph 25.03(a), where an employee has been in an acting position for more than one (1) year at the time of severance, the rate of pay used to determine the employee's severance pay is the employee's acting rate of pay.

Appointment to a separate employer organization

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

25.05 For employees who were subject to the payment in lieu of severance for the elimination of severance pay for resignation and retirement that took effect on July 12, 2012, and who opted to defer their payment or who defaulted to a deferred payment, the former provisions outlining the payment in lieu are found at Appendix H.

ARTICLE 39
NATIONAL JOINT COUNCIL AGREEMENTS

The Employer wishes to discuss the applicability of the National Joint Council Workforce Adjustment Directive to the SP-ESS group.

Consequential changes to clause 39.04 should also be required to refer to the grievance process applicable to the SP-ESS group.

**APPENDIX A
ANNUAL RATES OF PAY**

This appendix is to be amended to add pay lines specific to SP-ESS group.

It may also need to be amended to add specific references to this group under the “Pay notes and Pay Increment Administration” section.

APPENDIX J
MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND
THE CANADIAN ASSOCIATION PROFESSIONAL EMPLOYEES WITH RESPECT TO
IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

Notwithstanding the provisions of clause 15.03 on the calculation of retroactive payments and clause 42.04 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Employer and Canadian Association Professional Employees (CAPE) regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.

1. The effective dates for economic increases will be specified in the collective agreement. Other provisions of the collective agreement will be effective as follows:
 - a. All components of the agreement unrelated to pay administration will come into force on signature of this agreement unless otherwise expressly stipulated.
 - b. Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of this agreement, on the date at which prospective elements of compensation increases will be implemented under 2.a).
 - c. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid as per the previous provisions until changes come into force as stipulated in 1.b).

2. The collective agreement will be implemented over the following time frames:
 - a. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.
 - b. Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.
 - c. Prospective compensation increases and retroactive amounts that require manual processing will be implemented within four hundred and sixty (460) days after signature of this agreement.

3. Employee recourse
 - a. Employees in the bargaining unit for whom this collective agreement is not fully implemented within one hundred and eighty (180) days after signature of this collective agreement will be entitled to a lump sum of two hundred dollars (\$200) non-pensionable amount when the outstanding amount owed after one hundred and eighty-one (181) days is greater than five hundred dollars (\$500). This amount will be included in their final retroactive payment.

- b. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the compensation services of their department or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Association regarding the format of the detailed breakdown.
- c. In such a circumstance, for employees in organizations serviced by the Public Service Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay. For employees in organizations not serviced by the Public Service Pay Centre, employees shall contact the compensation services of their department.

Provisions applicable to the SP-ESS group only

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

**APPENDIX H
ARCHIVED PROVISIONS FOR THE ELIMINATION OF SEVERANCE PAY FOR
RESIGNATION AND RETIREMENT**

The Employer wishes to discuss the applicability of this appendix to the SP-ESS group.

**APPENDIX L
MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF
CANADA AND THE CANADIAN ASSOCIATION OF PROFESSIONAL EMPLOYEES**

The Appendix should be deleted from the collective agreement.