



**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 AGREEMENTS:**

**TRANSLATION (TR)
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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 Translation (TR) group. Items agreed to by the parties at this table will be incorporated in the TR and Economics and Social Science Services (EC) collective agreements respectively, 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 TR group collective agreement expiring on April 18, 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-TRL group and is proposing to include a new article.

**ARTICLE 24
SUSPENSION AND DISCIPLINE**

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

24.01 When an employee is suspended from duty, the Employer shall provide the reason for the suspension in writing and shall endeavour to do so at the time of the suspension.

24.02 The Employer shall notify the Association as soon as possible that such suspension has occurred.

24.03 When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him, the employee is entitled to have, at his request, a representative of the Association attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting.

24.04 The Employer agrees not to introduce as evidence at a hearing relating to disciplinary action any document from the employee's file the content of which was not made known to the employee at the time it was placed on his file or within a reasonable time thereafter.

24.05 Any document relating to disciplinary action that is 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 other disciplinary action has been recorded during this period. This period will automatically be extended by the length of any period of leave without pay.

ARTICLE 18
ANNUAL LEAVE

The Employer wishes to discuss annual leave with pay for the SP-TRL.

ARTICLE 20
SICK LEAVE

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

ARTICLE 22 SEVERANCE PAY

22.01 Under the following circumstances of termination of employment, an employee shall receive severance benefits.

- a. **Layoff (or “for the promotion of economy and efficiency in the RCMP” as defined in the RCMP Regulations for the SP-TRL group)**
 - i. In the case of a first (1st) layoff for the first (1st) completed 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 completed 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. In the case of an employee who is laid off for a second (2nd) or subsequent time, the amount of severance pay shall be one (1) week’s pay for each completed 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 he has already been granted severance pay under subparagraph (i) above.
- b. **Termination for cause for reasons of incapacity or incompetence (or “for physical or mental disability” as defined in the RCMP Regulations for the SP-TRL 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 section 12(1)(e) of the *Financial Administration Act* or **section 20.2(1)(g) of the *Royal Canadian Mounted Police Act***, he shall be entitled to severance pay on the basis of one (1) week’s pay for each completed 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), up to a maximum 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 for reasons of incompetence pursuant to the provisions of section 12(1)(d) of the *Financial Administration Act* or **section 20.2(1)(e) of the *Royal Canadian Mounted Police Act***, he shall be entitled to severance pay on the basis of one (1) week’s pay for each completed year of continuous employment up to a maximum of twenty-eight (28) weeks.
- c. **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, he shall be entitled to severance pay on the basis of one (1) week's pay for each completed year of continuous employment.

22.02 Severance pay on 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.

22.03 General

- a. 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 had already been granted severance pay, retiring leave, rehabilitation leave or a cash gratuity in lieu thereof by the public service, a federal Crown corporation, the Canadian Forces or the Royal Canadian Mounted Police.
- b. For greater certainty, payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) made pursuant to clause 22.05 to 22.08 of Appendix C or similar provisions in other collective agreements, or **RCMP policy instruments** shall be considered as a termination benefit for the administration of paragraph 22.03(a).
- c. Except as otherwise specified in this agreement periods of leave without pay in excess of three (3) months shall not be counted as continuous employment for the purpose of calculating severance pay.
- d. In this article "pay" means the rate of pay of the employee's substantive position.
- e. Under no circumstances shall the maximum severance pay provided under this article be pyramided.

22.04 Appointment to a separate agency

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 C.

22.05 For employees who were subject to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) and who opted to defer their payment, the former provisions outlining the payment in lieu are found at Appendix C.

ARTICLE 36
NATIONAL JOINT COUNCIL (NJC) AGREEMENTS

The Employer wishes to discuss the applicability of the National Joint Council Workforce Adjustment Directive to the RCMP Civilian Members.

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

**APPENDIX A
ANNUAL RATES OF PAY**

This appendix is to be amended to add pay lines specific to SP-TRL 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 C

**ARCHIVED PROVISIONS FOR THE ELIMINATION OF SEVERANCE PAY FOR
VOLUNTARY SEPARATIONS (RESIGNATION AND RETIREMENT)**

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

APPENDIX G
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-TRL group only (*Note: The CM occupational groups included in the bargaining unit will be included in the relevant collective agreement.*)

- 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-TRL group.**
- d. **Pay increments for employees in the SP-TRL 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
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.