



Collective Bargaining Proposals

presented by the

Canadian Association of Professional Employees

to the

Treasury Board and RCMP

On May 30, 2024

On behalf of the RCMP Civilian Members in the:

**Economics, Social and Research RCMP sub-group (SPS-ESS), covered by the Economics and Social Science Services (EC) agreement and,
Interpreter/Translator RCMP sub-group (SPS-TRL) covered by the Translation (TR) agreement.**

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INTRODUCTION

Without prejudice, you will find enclosed the proposals tabled by the Canadian Association of Professional Employees (□CAPE□ or the □Association□), with the Treasury Board of Canada (□TBS□ or the □Employer□), with respect to:

- The ESS for the reopener of the EC collective agreement expiring on June 21, 2026, as per Appendix □L□ and,
- The TRL for the reopener of the TR collective agreement expiring on April 18, 2026, as per Appendix □H□.

Unless otherwise stated, it is agreed by the parties, that the EC collective agreement will apply in its entirety to the ESS; the TR collective agreement will apply in its entirety to the TRL.

These proposals are submitted without prejudice to any future proposed amendments and /or additions, and subject to our rights to correct any errors and/or omissions. CAPE has identified matters that require discussion and negotiation but for which no language is proposed for the moment. CAPE reserves the rights to present detailed proposals wherever it is indicated that issues will be discussed or that proposals will be presented later. More specifically, and without limiting the general nature of the reservations stated above, CAPE reserves the right to amend, delete or add proposals upon review of the data disclosed to it, further to its request for information made to the Employer on April 5, 2024.

CAPE reserves the right to present other proposal, as well as counter proposals with respect to specific Employer proposals.

The Association asks the Employer to disclose the details of any plans to make changes to policies, conditions and terms of employment, as well as benefits, not already disclosed, that the Employer can reasonably anticipate will be decided or proposed by the Employer away from this bargaining table before or during the life of the agreement. The Association asks that the Employer volunteer information that will allow the parties to discuss how such changes could affect the value of the proposals brought to the table during the current round of bargaining. CAPE reserves the right to submit additional proposals after receiving this information.

The Association proposes that all acronyms used in the collective agreement be defines when first mentioned.

In the text that follows, a proposal to delete language in the collective agreement is identified with the ~~words struck out~~.

A proposal to add new language is identified with the **words in bold**.

All text that is not proposed for change over the course of collective bargaining is meant to be renewed unchanged, with the exception of editorial changes that may be discovered by either party, including but not limited to editorial modification to ensure compatibility with other articles or legislation.

The proposals contained in this document are grouped into five (5) separate areas of priority that have been identified by our members.

1. The top priority is maintaining the CMs current conditions, for the employer this means respecting the sworn oath taken by the civilian members;
2. The second priority is internal mobility and career development. For the Employer, it means transparency and fairness, good management practice, motivating and retaining its highly skilled workforce.
3. The third group of proposals relates to the adverse impact CMs suffered over the years since 2016. This means a recognition by the employer of a situation needing to be addressed, and rectified.
4. The fourth group of proposals provides some improvements to ensure a healthy workplace is both promoted and maintained. Part of these proposals addresses the new work realities created as a result of the pandemic and center around ensuring that we have a modern and flexible workplace, in order to offer a better work life balance which in return will benefit the employer. It also includes proposals on compensation for all work done outside of working hours.
5. Finally, and last of the fifth group of proposals contains other improvements that do not fall under the previously mentioned groupings.

CAPE wishes to see movement from the Employer in each of these areas of priorities in order to achieve an agreement at the table and we look forward to a fulsome discussion on each of these matters.

Rationale for all proposals will be provided at the table.

Demographic information on civilian members drawn from CAPE CMs bargaining survey:

- 95 % of CAPE civilian members are in the ESS classification and 5% are in the TRL classification
 - 62% of the ESS are at level 5; 23% at level 6; 7% at level 7 and 1% at level 8
 - 40 % of CMs work in NHQ; 20% in E Division (BC); the third largest is O Division (ON) and former National Division with 9%;
- 78% works in Operational or Intelligence;
- on average, CAPE CMs have 18 years of service;
- 18% of CMs receives VAC disability pension:
- 78% are female and 22% male;
- 18% have a disability and 17% identify as members of equity-seeking groups, such as indigenous worker, racialized minority, LGBTQ+2;
- the largest age group category is between 40-49 years with 59%

CAPE COLLECTIVE BARGAINING PROPOSALS

PART I ? PROTECTION OF CURRENT WORKING CONDITIONS

Regardless of whether civilian employees are subject to the PSEA or the RCMP Act for staffing purposes, there is no doubt that they are employees under the FPSLRA and that they form part of CAPE bargaining units since their inclusion by the labour board in 2018. Civilian members pay dues and can participate in the activities of the union in same way as their colleagues in the core public administration. The only limitation to civilian members benefiting from full rights under the collective agreement (including the grievance process) are those set out by the parties over the years, through various agreements.

Recognizing that there were some distinctions between the RCMP terms and conditions to those set out in the CAPE collective agreements, the parties agreed to attempt to negotiate the transition of those members years ago. The agreements reached between 2017 and 2019, when parties believed deeming was imminent (anticipated date was May 21, 2020) were good faith attempts to limit the hardship on those employees, while recognizing there was limited time to integrate them fully into the collective bargaining process.

There is now significant passage of time and much uncertainty about when, if ever, deeming will take place, and a growing unrest within the civilian member community about status quo from a labour relations perspective. This has led CAPE to seek to address the transition of civilian members with some finality in this re-opener, so as to give our members some sense of security about their terms of conditions of employment in the years ahead, regardless of their legislative status in relation to the deeming process.

Our proposals in this re-opener exercise are aimed at integrating civilian members into the existing EC and TR collective agreements, while providing for some protection of certain past benefits (□grandfathering□) for as long as they remain within the RCMP.

Specifically, we propose that, as of the date of the signature of amendment to the collective agreements, CMs would benefit from the full scope of the EC and TR collective agreements, except for specific grandfathering

provisions allowing them to continue to benefit from their existing working conditions relative to: sick leave, vacation, protection of the carry over cap and accumulated lieu time and vacation on the basis of eight hour/day, relocation on retirement benefits, funeral and burial entitlements, relocation on transfers or promotions, overtime rate, including for operational readiness/availability, and lieu time, RCMP disability insurance, and leave with pay for relocation a widowed parent or an orphaned sibling; paid leave to visit a person certified as being critically ill.

The Association intends on proposing, at a later date, language that reflects the current conditions applicable to CMs on sick leave, vacation, protection of the carry over cap and accumulated lieu time and vacation on the basis of eight hour/day, relocation on retirement benefits, funeral and burial entitlements, RCMP disability insurance.

Other benefits are specifically mentioned in other part of the proposals.

PART II- MOBILITY AND CAREER DEVELOPMENT

CAPE wishes to discuss Internal Mobility and Career development and reserves the right to introduce language at a later date.

The Association is looking at discussing the adverse impacts of the interim staffing alignment measures and correcting them. To this end, we will be presenting a PP summarizing the "history" of different events and their impact on CMs. Regardless of whose responsibility it is, TBS or RCMP, we are looking amongst other things, at the creation of a joint decision making committee to address the issues.

Including but not limited to, here are some suggested elements for the discussion:

Current staffing processes that restrict career mobility within the RCMP and in the public service and that were supposed to be "interim measure":

- Explanation on legal authority to conduct staffing: PSE vs RCMP and the staffing alignment.
- Access to staffing policy followed
- Performance appraisal system: which one applies given staffing alignment?
- Explanation on recourses available for staffing
- RCMP non advertised vs advertised position
- Determination of area of selection
 - with regards to RCMP principles & values
 - Per the RCMP Area of Selection Policy, areas of selection must provide "reasonable access" to internal advertised. Consideration of factors such as operational, organizational, and workforce factors, and values such as fairness, access, diversity, and transparency. Also, not only geographical criteria but organizational, occupational, or employment equity criteria (PSEA).
 - Geographical KM limitation
- Staffing process navigation for PSE and CMs
- Perceived administrative burden caused by the "shadow boxes" • Training needs for CMs on PSE staffing system
- Lack of official language training

- Fulfilling responsibilities of both substantial position and acting at the same time.
- Coaching program (IAUP) / mentoring, including financial compensation
- Employment Equity and differential treatment for promotions
- Etc

PART III ? RECOGNITION AND REPARATION FOR CMs? CAREER ADVANCEMENT LIMITATION

The Association wishes to discuss an acknowledgement and a commitment to correct the adverse conditions suffered by the CMs and reserves the right to introduce additional language at a later date.

Different aspects of CMs' working lives have been negatively impacted over the years. The deeming / non deeming situation and lack of communication around it have put CMs at disadvantage from a career / mobility perspective.

Reports and task forces have looked into a number of issues and made recommendations, that have either not followed or that did not give the expected results. The Bastarache report issued in 2020 when deeming was still an option, clearly stated that many of its recommendations should also be applied to civilian members; but, it did not.

Extract from the Bastarache report in Merlo-Davidson:

p.60 The following issues that I believe must be addressed, which are the subject of my Recommendations, are: (A) systemic barriers, (B) recruitment, (C) training at Depot (RCMP's training academy), (D) recruit field training, (E) postings, (F) ongoing training, (G) human resources and staffing, (H) maternity and parental leave (I) employment flexibility, (J) grievances and discipline, (K) mental health, (L) promotions, (M) leadership, (N) specialized teams, and (O) medical examinations.

Recruitment

P 65 However, it cannot be assumed that "merit" is a neutral and objective matter. The definition of "merit" needs to be carefully scrutinized, as part of the process of removing systemic barriers. That a candidate brings diversity to the RCMP can be a factor enhancing his or her merit. The question must be asked: what is actually necessary to do "the job"? Further, what is "the job"? As discussed elsewhere in this chapter, it may be time to move from the position that every RCMP member must be a generalist, able to fulfil every possible role. Finally, it cannot be assumed that determining which candidates are meritorious is a neutral and objective process; it may be highly subjective.

p. 104 Recommendations on Civilian Members and Public Service Employees:

Many of the Recommendations already made that focused on Regular Members apply with equal force to Civilian Members and Public Service Employees. For example, the leadership of detachment offices should take responsibility for preventing sexual harassment of Civilian Members and Public Service Employees. The RCMP should create an effective, external, and independent body to which Civilian Members and Public Service Employees can report sexual harassment or misconduct. This body should have the power to investigate and make binding findings of fact and recommend penalties. All the Recommendations on grievances and discipline in this report should apply in the same way, whether the victim of the harassment is a Regular Member, a Civilian Member, or a Public Service Employee. Concerns about human resources and staffing issues, systemic barriers, supporting good mental health, and so on, must also be addressed in the context of Civilian Members and Public Service Employees.

But those Recommendations will do little if the RMs can continue to devalue the work and expertise that CMs and PSEs bring to the RCMP. Leadership must acknowledge and counter the particular kind of prejudice that has festered against these female-dominated PSE and CM positions. It seems intuitive to me, although I am not an expert on policing organizations, that the front line cannot operate effectively without quality dispatch, technical support, intelligence, administration, and other specialized services. The CMs and PSEs play a critical role in the operation of the RCMP. Without leadership and cultural change, the RCMP paramilitary culture will continue to permit misogyny to threaten the workplace safety of CMs and PSEs.

In addition to what has already been recommended in the context of Regular Members, the following should also be done to improve the situation of Civilian Members and Public Service Employees:

- Ensure that Regular Members be better informed of the importance of the role played by CMs and PSEs to address the discrimination described to me.

Civilians members

p. 101 I spoke with several CMs who faced significant barriers with respect to their careers, and who experienced many of the same forms of sexualized and discriminatory conduct that RMs experienced. Unfortunately, their experiences were, at times, aggravated by a workplace culture that viewed them as worth less than RMs.

P 102 Notably, **the CMs appear less career mobile than RMs: they have specialized training or education and have fewer opportunities for new postings.** By contrast, moving to a new posting can be a way of exiting a negative situation for Regular Members.

More recently, the 2020-2021 **Workforce Diversity Analysis** clearly stated that CMs part of the diversity are getting fewer promotions.

Examples of adverse conditions:

- The impacts of the delay of deeming should be considered at least similar to the accepted concept of acknowledging impacts due to a delay of the implementation of a collective agreement and there should be compensation for it. In the case of CMs, this is extending into its ninth year;
- No communication from the RCMP or TB relative to deeming between 2020 to November 2023 which left the CMs in limbo;
- Non availability/deletion of the RCMP staffing policy from an accessible location, hence preventing the right to grieve staffing action;
- The lack of transparency on what policy is being applied (RCMP Act T&C, PSEA or other) PSHR policy □ existing CM RCMP policy;
- The elimination of CM HR before deeming resulted in incorrect interpretation of situation by management resulting in incorrect advice;

- Lack of training for PSHR and managers on CM policy and T&C which led to detrimental decision taken;
- The decision to phase out CMs and replace them with PSE positions, triggered the CM-PS alignment as a solution. It has been detrimental to CMs career to the contrary to what was promised. This **interim measure** created because of the deeming has been in place for eight years, while deeming is now postponed indefinitely. The alignment is the source of:
 - Restricted access to positions, since 2016, which resulted in very few promotion or mobility;
 - The challenges of getting a PSE position;
 - Promised increased promotions and career mobility within RCMP and promised equal access to lateral and promotion opportunities in RCMP that never materialized due to :
 - filling positions through appointments, which was a mechanism unavailable prior to 2016 in the RCMP. This has resulted in the staffing of positions without any competition, with minimal rationale, and without recourse for those that may have been interested in the position who may not have even known about a vacancy.
 - Geographical and departmental restrictions
 - The promised shadow boxes to facilitate occupying PS positions that are only occasionally used hence reducing access to PSE positions;
 - a great number (literally thousands of potential PSE from external departments) of Public Service Employees to transfer/promote into the RCMP, who would not have been allowed prior to 2016, particularly with the deletion of the requirement for law enforcement skills, knowledge and experience. Meanwhile, Civilian Members are not able to freely transfer out of the RCMP without losing their status, and all benefits associated.
 - Promotions filled by external candidates
 - Lack of access to second language training (behind both PS and RM);

- Lack of CM centric initiatives relating to Merlo Davidson recommendations despite being 40% of claimants;
- Low compliance with performance assessment for CM, as if CMs were not worth being assessed;
- Living with RCMP more punitive code of conduct as opposed to PS code of conduct despite warnings (code of conduct review phase 2) that it would cause problems by having two systems.

Consequences:

- Living with uncertainty had a severe impact, compounded for each year, on career and retirement planning
- Financial loss due to restricted access to promotions commensurate with experience and years of service for PS comparators
- Economic hardships, compounded for women
- Infringement/violation of terms and conditions of employment due to the "permanency" of the interim policy on application of T&C and staffing alignment reducing the mobility and career advancement
- Infringement on rights to access policy and understanding its implication with regard to grievances, resulting in lack of access to grievances
- Feeling of exclusion and invisibility due to the lack of communication during "transition"
- Mental health impacts (see employee surveys, VAC)
- Impact on the meaningfulness of the sworn oath when its end date is under question;
- Impact on the identity of CM as sworn member of RCMP
- Humiliation, degradation of professional identity watching all new members "that you were required to train" benefit and rise above you

Part IV- ENSURING A HEALTHY WORKPLACE

The Royal Canadian Mounted Police (RCMP) operates in environments that are uniquely demanding, often placing CMs under significant stress. 78% of CAPE CMs work in operational or intelligence as opposed to those working in administrative roles. The nature of their work, which frequently involves confronting high-risk situations and dealing with emotionally challenging circumstances, can take a toll on their mental health. Based on our survey findings, it was revealed that 20% of CM members rated their mental health as poor, while 33% perceived their mental health to be fair.

When asked about the work-related situations impacting their mental health, 24% of members cited excessive workload as a significant factor, while 21% felt the lack of work-life balance had a major impact on their mental health, 32% felt it had a moderate impact. Interestingly, this trend is even more pronounced among members belonging to equity deserving groups. Additionally, it's worth noting that 22% of members from these groups reported that experiencing harassment and discrimination at work has a notable impact on their mental health.

Compare to PSE, in the 2022-2023 RCMP Employee Survey, the CMs reported additional stress caused by the disproportional heavy workload. The reduction in CM not only increases the burden on existing personnel but also affects overall productivity within the organization.

Extract from the Bastarache report in Merlo- Davidson:

p.60 The following issues that I believe must be addressed, which are the subject of my Recommendations, are: (A) systemic barriers, (B) recruitment, (C) training at Depot (RCMP's training academy), (D) recruit field training, (E) postings, (F) ongoing training, (G) human resources and staffing, (H) maternity and parental leave (I) employment flexibility, (J) grievances and discipline, (K) mental health, (L) promotions, (M) leadership, (N) specialized teams, and (O) medical examinations.

Mental Health

p. 87 For 27 percent of cases examined, the RCMP did not have records that would allow us to assess whether members received the help they needed when they

needed it. Finally, we found that members' supervisors and health services staff did not fulfill their roles in supporting members who were returning to work from mental health sick leave. One in five members who sought mental health support from a health services office did not return to work or was discharged. 125

These findings matter because the RCMP is only as strong as its members. If the organization does not effectively manage members' mental health and fulfill its responsibilities to support their return to work, members struggle to carry out their duties, their confidence in the RCMP is undermined, and the RCMP's effectiveness is reduced. It is clear that policing puts individuals at high risk of operational injuries, both psychological and physical. This is not just the case for Regular Members but also for Civilian Members and Public Servants who are exposed to the day-to-day work of the RCMP.

Recommendations on mental health:

□□

- Require that Health Services flag retirement or discharge proceedings if a mental health issue is identified. A feasibility of a return to work option should be considered prior to the RCMP approving a request for discharge

□□.

□Rebuilding the Trust□ report in 2007

Recommendation 12 stresses the importance of Health and Wellness of RCMP employees.

To address these challenges and mitigate the impact of heightened workload, the Association is proposing the following provisions:

- A. Right to disconnect from work and appropriate compensation when working outside of working hours.
- B. Health and safety :
 - Mental Wellness Day
 - Fitness and Lifestyle
 - Healthy workplace committee
- C. Harassment
- D. Flexibility of work

By implementing these provisions, the Association aims to better support and safeguard the well-being of its members and maintain operational efficiency.

A - RIGHT TO DISCONNECT and APPROPRIATE COMPENSATION WHEN WORKING OUTSIDE OF WORKING HOURS.

A-1 Right to Disconnect

The Association wishes to discuss the Right to Disconnect and reserves the right to introduce additional language at a later date.

CAPE CMs Survey:

According to our bargaining survey:

- 41% of CMs feel there is an expectation to monitor emails and phone outside of regular hours.
- 85% responded they never or exceptionally receive remuneration.
- Additionally, 14% of CMs indicated their supervisor reached out to them outside of their working hours, without remuneration.

A-2 Appropriate compensation for work outside of working hours

Rebuilding the Trust task force report in 2007

The Recommendation 9 – Fair Compensation for Hours Worked

Members and employees of the RCMP must be compensated for any time worked outside of or in addition to established hours on duty.

The Association proposes to add the following language with the necessary adjustments:

Operational readiness (OR), Operational Availability (OA) (NPF)

Article 22: Operational response

.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

.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.

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

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

.05 An off-duty Member of the bargaining unit will be compensated one hour at the straight-time rate for each four-hour period they are on Operational Readiness (OR).

Operational availability

.06 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.

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

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

.09 An off-duty Member of the bargaining unit will be compensated one hour at the straight-time rate for each eight-hour period they are on Operational Availability (OA).

.10 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.

X.11 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).

.12 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.~~

.13 A Member of the bargaining unit who submits a claim for callback pursuant to clause X.11, is not permitted to claim the same hours as Operational Readiness (OR) or Operational Availability (OA).

Extra-duty pay (NPF art 25)

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.

25.02 In disciplinary situations, a Member is not entitled to any overtime (O/T), unless subsequently exonerated.

25.03 If exonerated, the required period of attendance at court or other discharge/demotion proceedings may be claimed if not already compensated through salary, subject to approval by the Employer.

General

25.04 A Member is entitled to overtime (O/T) compensation under clauses 25.07 and 25.08 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.

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

25.06 For the purpose of avoiding the pyramiding of overtime (O/T), there shall be no duplication of overtime (O/T) payments for the same hours worked.

Overtime compensation

25.07 Subject to clause 25.04(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.
- 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.

25.08 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)

25.09 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).

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

25.11 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 cash or lieu time off (LTO)

Add definition of redeployment (see footnote)

25.12 Pursuant to the definition of lieu time off (LTO), found in clause 2.01, overtime (O/T) shall be compensated in cash, 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 on redeployment¹ cannot be converted to lieu time off (LTO).

25.13 For additional hours worked while away from the home unit, excluding those additional hours worked while on redeployment which shall be compensated in accordance with clause 25.07(a), approval for compensation in lieu time off (LTO) lies with the Employer at the home unit.

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

25.15 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.

25.16 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).

25.17 At the request of the Member and with the approval of the Employer, accumulated lieu time off (LTO) may be paid out, up to a maximum of forty (40) hours, once per fiscal year, at the Member's substantive level/rank rate of pay from March 31 of the previous fiscal year.

¹ redeployment (redéploiement) means the temporary assignment of a Member, which may include a change in work schedule, during scheduled working hours to a major operation, declared emergency or extreme circumstance, high risk event, or major event; (RM, c collective agreement)

25.18 Earned but unused lieu time off (LTO) credits may be paid out, at the Member's substantive level/rank rate of pay from March 31 of the previous fiscal year:

- a. to a maximum of eighty (80) hours when the Employer is unable to grant leave due to operational requirements;
- b. to a maximum of eighty (80) hours from each bank, when a Member declares financial hardship; or
- c. to the maximum of eighty (80) hours from each bank, when a financial penalty has been imposed.

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

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

25.21 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.

25.22 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.

Call back (NFP art 26)

Article 26: callback

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

26.01 A callback 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 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.

26.03 An off-duty Member who is called back to work, outside of the Member's residence, will be compensated for three (3) hours of pay at the applicable rate. A Member can claim a subsequent callback only after the initial three (3) hour callback expires.

- a. 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.
- b. 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 actual time in excess of the three (3) hour period.

26.04 The Employer may approve travel time in accordance with Article 28.

26.05 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.

B - HEALTH AND SAFETY

B-1 HEALTH AND SAFETY (amended EC and TR versions)

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. (CUPE 104 and NPF)

The Employer supports participation on the subject from the Association via the National Policy Health and Safety Committee. (only NPF)

The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees of the bargaining unit. The Employer will welcome suggestions on the subject from the Association and **agrees to correct within a reasonable delay any situation which can be detrimental to their health or safety (TR art 25)**. †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.

B-2 MENTAL WELLNESS DAY

The Employer recognizes the high incidence of mental health issues in the workplace and the importance of taking preventative measure to appropriately manage stress levels at work.

- a. Members are entitled to a period of up to eight (8) hours of paid leave per fiscal year, for reasons of mental wellness. This leave can be taken in periods of four (4) hours each.
- b. The leave shall be scheduled at a time convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.

Approval will be subject to operational requirements, and with advance notice of at least five (5) working days.

B-3 FITNESS AND LIFESTYLE

Where operational requirements permit, the RCMP will be flexible in allowing civilian members to take a weekly maximum of 60 minutes of time away from normal duty for physical activity.

B-4 HEALTHY WORKPLACE COMMITTEE

The Association would like to discuss this issue and reserves the right to bring forward additional proposals at a later date.

The Association would like to discuss:

- Access for the CMs to the National Reintegration Program/ or gradual return to work
- The establishment of an assistance program during gradual return to work;
- The establishment of a joint labour-management committee mandated to identify existing mental health initiatives offered by RCMP; research and promote new mental health strategies; and the access of the initiatives to CM members represented by the Association.

Rebuilding the Trust

Recommendation 12 □ Health and Wellness

The RCMP should ensure that member and employee health and wellness be an essential consideration in policy and operational decisions at all levels.

Recommendation 13 □ Disability

The RCMP must move quickly in every instance where a member or employee has become injured on duty or disabled and thereby unable to return to full duty. In these circumstances, every effort must be made to facilitate a return to duty as early as possible, and in the interim, to provide adequate financial and other support. Where a return to duty is not possible, every effort must be made to assist the member or employee to re-enter the workforce either within the RCMP or elsewhere.

C - PROTECTION AGAINST HARASSMENT AND VIOLENCE, INCLUDING SEXUAL HARASSMENT

The Association would like to discuss protection against harassment and violence including sexual harassment and the ICHR effectiveness with regards to its mandated role. The Association reserves the right to bring forward additional proposals at a later date.

The Bastarache report on the Merlo & Davidson, and other investigations, reports (Rebuilding the Trust, "Phase 2" Final Report Concerning Conduct Measures and Related Issues under Part IV of the Royal Canadian Mounted Police Act, etc) have raised the issue of harassment, including sexual harassment and the need for the RCMP to act on the existing working conditions. Unfortunately, much needs to be done. This is why we are asking, given the very specific RCMP context, to have these issues heard by a third party, independent from the RCMP, and making all of these issues adjudicable.

D. WORKPLACE NEW REALITY FLEXIBILITY/TELEWORKING AND HOURS OF WORK

The Association would like to discuss flexible work arrangements/telework based on the following principles and reserves the right to bring forward additional proposals at a later date.

RCMP Principles enunciated:

The RCMP recognizes that flexible work arrangements such as Teleworking can allow employees to achieve a better balance between their work and personal lives, while continuing to contribute to the attainment of organizational goals.

The RCMP encourages workplace well-being and **embraces alternative employment arrangements**, which reflects:

- the evolution of technology and productivity,
- the transformation of workplace culture, and
- growing public awareness of environmental and social impacts of commuting to work

Including but not limited to, here are some suggested elements for the discussion:

- RCMP Core values
- Availability of flexible arrangements, including telework
- Voluntary aspect for the employee
- Discussion of the request with the employee
- No retaliation
- Using a GBA+ lense analysis
- Making a genuine effort to find alternative arrangements to accommodate the employee's circumstances
- Considering the consequences of refusal for the employee

Bastarache Report 2020

P 78 I) EMPLOYMENT FLEXIBILITY

The question of workplace flexibility was raised by numerous claimants. It is true that the burden of childcare and other domestic tasks still rests disproportionately on women. Allowing for more flexible work schedules or assignments with more regular hours for the primary caregiver of young children would be beneficial to the retention of talented members and would assist in their ability to advance their careers. Women and men should not have to choose between having a family and having a successful and rewarding career in the RCMP.

In the early days, the 1970s and 1980s, women often felt they had to resign to take care of their children. Some re-engaged after the early childhood years had passed but had lost years of career experience and seniority which impacted on their pensionable time. In later years, women resorted to taking extended leaves without pay to care for children, which also resulted in a loss of career progression.

Caring for small children and balancing a career in the RCMP with its unpredictable hours, often in places where there is limited access to childcare, is a constant tension and pressure on women (and men) in the RCMP.

Recommendations

One claimant wrote to us after her interview and said: "Judge Smith asked what the RCMP can do to improve things. One thing they must do is learn to be more flexible. If we are to attract women and more progressive people to our organization, we have to provide opportunities for part-time work, flexible hours and telecommuting. The RCMP will tell you they do so but that is bullshit. It is on our Info web as options but almost no one is supported to make those choices. We have to pay our people enough that we can compete with the other policing agencies. Policing is not a job that is attractive to very many people in this new generation so we are competing for a very limited number of good candidates. If we want good, strong police officers we have to attract them and it has to be with more than the red uniform. The RCMP needs to consider daycares in large detachments and having rotational positions in small posts rather than permanent positions. Both these options would make family life easier for male and female members to take care of their families which is a huge stress."

Statistics show that, although the RCMP has allowed members to work part time since 1986, this option is very rarely used and those that use it are most likely to be women in civilian member jobs.

Over the past 20 years, RCMP Regular members, particularly women, have increasingly chosen to work part time but the number is still minimal when compared to the overall workforce, that is, in 2019 there were 34 women and significantly fewer men out of a workforce of over 19,000 on part-time status.

More flexibility in allowing members to select part-time status, job sharing or assignment to positions with more regular hours was identified as an area that could assist those with primary responsibility for childcare (still most likely to be women) in maintaining a better work/life balance.

PART V ? OTHER

A. LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

As per Part 1 Protection of Current Working Conditions, the Association is proposing to add the following:

Civilian members at the RCMP are eligible to request leave with pay under the Leave with or without pay for other reasons article of the applicable collective agreement in the following two instances:

- to assist in relocating a widowed parent or an orphaned brother or sister in either the member's or the spouse/common law partners family; or
- to visit a person who is certified as being critically ill by a medical practitioner (EC 21.13: to visit a family member who, due to an incurable terminal illness, is nearing the end of their life);

B. WORKFORCE ADJUSTMENT

The Association wishes to discuss Workforce Adjustment and reserves the right to introduce additional language at a later date.

C. WEB / INTRANET ACCESS

The Association wishes to discuss accessing the employer Web/intranet and reserve the right to introduce additional language at a later date.

D. PERFORMANCE MANAGEMENT

The Association wishes to discuss performance management. The Association would like to add the following article to the current EC Article 36 Employee Performance Review and Employee Files; TR Article 23 Employee Performance Assessment and Employee files and reserves the right to introduce additional language at a later date.

Excerpt from Rebuilding the Trust:

Recommendation 35 □ Performance Evaluations

Effective immediately, all members and employees of the RCMP must receive annual performance evaluations. These should include not only what was achieved, but how it was accomplished. The results of the performance evaluations should be used to identify opportunities for additional education and training, to identify future leaders and make promotion decisions.

The association proposes to add:

The Performance Review provides a framework for ongoing communication between employees and their supervisors regarding the employees' job performance and satisfaction. Performance development plans will be used for employee development purposes only. Performance development plans shall not be used to adversely affect the employees' promotional opportunities or as the basis of discipline. Performance Review will be conducted on a regular predetermined schedule. The performance review interview is a two-way dialogue that will include an opportunity for the employee to provide feedback to their supervisor on a voluntary basis. An employee shall be given at least five (5) working days notice of the Performance Review meeting.

The criteria used to evaluate an employee's performance in the Performance Review must reflect the job the employee performs as it relates to the departmental goals and values. Where an employee indicates satisfaction with their current position and does not express an interest in future promotion or advancement, these statements or views shall not be construed against the employee in any respect. Such opinions or views of the employee may be subject to change at a future date. An employee's comments on their Performance Review shall not be the primary factor considered in determining which employees shall be given training opportunities.

The Performance Review (PR) is designed to define the performance gap, develop a plan of action and to measure the success. It is used for employees who have a gap in their performance that is ability related and is not a disciplinary process. The focus is to recover the employee and sustain improved performance. The employee is counselled, offered reasonable assistance and given a reasonable opportunity to improve their performance.

E. RELOCATION POLICY

As per Part 1 Protection of Current Working Conditions, the Association is proposing that CMs continue to benefit from the RCMP relocation Policy.

When CMs take their sworn oath, they accept, like RMs, to be deployed to anywhere in Canada, at any time and should be covered by the same protection as the RMs.

F. SHIFT WORK

The Association wishes to get data on shift workers and discuss and reserve the right to introduce additional language at a later date.

G. COACHING ALLOWANCE

.01 **Civilian** Members who provide **formal** coaching to new ~~Members~~ **employees** are eligible to receive an allowance of three decimal five per cent (3.5%) of the maximum ~~member~~ **employee's** rate of pay for the period of time during which they are assigned such duties.

.02 **Coaching** Allowance is not included in base salary for the purpose of calculating annual increases.

.03 The **Coaching** Allowance is not used for the purposes of establishing a rate of pay on promotion, demotion, or transfer.

.04 The **Coaching** Allowance is not used for computing the payout of annual leave credits, overtime, maternity or parental benefits, or other allowances.

.05 Entitlement is limited to one (1) **Coaching** Allowance for any given period.

H. IMPLEMENTATION

~~EC APPENDIX JJ AND TR APPENDIX GG:~~

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

Unless otherwise agreed, the provisions of the agreement, including any retroactive payments, shall be implemented by the parties within a period of ninety (90) days from the date of signing of the applicable collective agreement; and

Retroactive payments payable to civilian members resulting from adjustments to the rates of pay in Appendix □A□ of the relevant collective agreements shall be paid within **ninety (90) days from the date of signing of the applicable collective agreement.**

I. PAY SIMPLIFICATION EC APPENDIX □K□ and TR APPENDIX □I□

~~MEMORADUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE ASSOCIATION OF PROFESSIONAL EMPLOYEES WITH RESPECT TO PAY SIMPLIFICATION SOLUTIONS~~

J. UNION LEAVES

The Association would like to discuss the inclusion in the collective agreement of the MOU on union leave.