

Tentative Agreement Summary

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[Introduction](#)

The CUPE Local 104 Bargaining Team is pleased to present you with this historic, first ever tentative agreement for our members of the Law Enforcement Support and Police Operations Support groups. This first collective agreement for our group will be the first time we have ever had a legally binding contract with the employer that we negotiated. It will establish fair compensation, protect our rights, and improve working conditions. This first contract provides us all with a solid foundation for our very first collective agreement that we can build on in future rounds of bargaining.

Up to this point, we have never had a legally binding contact with the employer. There were sets of various terms and conditions, directives, and policies imposed by the employer that we did not negotiate and had no control over. It was solely up to the Employer to impose terms and conditions, directives, and policies and make any changes however and whenever they saw fit. Once ratified, this collective agreement will take precedence over Treasury Board and RCMP directives and policies. In this respect, this entire tentative agreement is a massive gain.

This document is meant to generally outline the terms and conditions contained in the tentative agreement. It is meant to be to-the-point and to provide our CUPE Local 104 members with the information needed to make an informed decision to ratify this agreement. Except for a few circumstances, this agreement applies to all of our members, regardless of category of employee (i.e. PSE and CM). The specific wording of each article will be available in the full tentative agreement book of documents.

The tentative agreement is a complete package. There was give and take on both sides and, as with all bargaining, movement on important issues requires giving something in one place to get something in another place.

The CUPE Local 104 Bargaining Team unanimously recommends that members vote to ratify this agreement.

Pay / Salary

Wage Increases

All changes are effective on the date of signing.

- April 1, 2016: 2.3% Market adjustment¹ ([FPSLREB Decision](#))
- January 1, 2017: 1.25%
- January 1, 2017: 1.00% Wage adjustment
- January 1, 2018: 1.25%
- January 1, 2019: 2.8%
- January 1, 2020: 2.2%
- January 1, 2021: 1.5%
- January 1, 2022: 1.5%
- January 1, 2023: 3.5%
- January 1, 2023: 1.25% Wage adjustment
- October 5, 2023: (Restructure - extra step (4%) to replace annual service pay)
- January 1, 2024: 3%
- January 1, 2024: 0.5% Wage adjustment
- January 1, 2025: 2%
- January 1, 2025: 0.25% Wage adjustment

¹ The 2.3% market adjustment effective April 1, 2016 is the result of the Federal Public Sector Labour Relations and Employment Board (FPSLREB) [decision](#). Although not part of this tentative agreement, it is included in this document for clarity as it is applied to the new rates of pay (see [pay tables](#)).

This represents a compounding wage increase of 32.26% through 2025.

The retroactive payments due to members who were at the max step of the 02 level throughout the retroactive period will be approximately \$45,000.

The retroactive payments due to members who were at the max step of the 03 level throughout the retroactive period will be approximately \$50,000.

These retroactive payment estimates include the 2016 market adjustment amounts and only include base wages. They do not include overtime, acting pay, service pay, periods of LWOP, or any other retroactive calculations that may apply to you. Everyone’s circumstances are unique.

One-time Lump-sum Payment

One-time allowance Related to the Performance of Regular Duties:

- The Employer will provide a one-time lump-sum payment of two thousand five hundred dollars (\$2,500) to incumbents of positions within the group (LES-IM, LES-TO, PO-IMA, PO-TCO) on the date of signing of the collective agreement.
- This one-time allowance will be paid to incumbents of positions within the group for the performance of regular duties and responsibilities associated with their position.
- Payment will be issued according to the implementation timelines of this agreement.

Pay Tables

LES-IM-01/PO-IMA-01 Pay Table

LES-IM-01 / PO-IMA-01			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Current Salary			\$47,779	\$49,689	\$51,677	\$53,741	\$55,893	\$58,127	\$60,452	
April 1, 2016	Market Adjustment	2.30%	\$48,878	\$50,832	\$52,866	\$54,977	\$57,179	\$59,464	\$61,842	
January 1, 2017	Economic Increase	1.25%	\$49,489	\$51,467	\$53,527	\$55,664	\$57,894	\$60,207	\$62,615	
January 1, 2017	Wage Adjustment	1.00%	\$49,984	\$51,982	\$54,062	\$56,221	\$58,473	\$60,809	\$63,241	
January 1, 2018	Economic Increase	1.25%	\$50,609	\$52,632	\$54,738	\$56,924	\$59,204	\$61,569	\$64,032	
January 1, 2019	Economic Increase	2.80%	\$52,026	\$54,106	\$56,271	\$58,518	\$60,862	\$63,293	\$65,825	
January 1, 2020	Economic Increase	2.20%	\$53,171	\$55,296	\$57,509	\$59,805	\$62,201	\$64,685	\$67,273	
January 1, 2021	Economic Increase	1.50%	\$53,969	\$56,125	\$58,372	\$60,702	\$63,134	\$65,655	\$68,282	
January 1, 2022	Economic Increase	1.50%	\$54,779	\$56,967	\$59,248	\$61,613	\$64,081	\$66,640	\$69,306	
January 1, 2023	Economic Increase	3.50%	\$56,696	\$58,961	\$61,322	\$63,769	\$66,324	\$68,972	\$71,732	
January 1, 2023	Wage Adjustment	1.25%	\$57,405	\$59,698	\$62,089	\$64,566	\$67,153	\$69,834	\$72,629	
October 5, 2023	Restructure - Extra Step	4.00%								\$75,534
January 1, 2024	Economic Increase	3.00%	\$59,127	\$61,489	\$63,952	\$66,503	\$69,168	\$71,929	\$74,808	\$77,800
January 1, 2024	Wage Adjustment	0.50%	\$59,423	\$61,796	\$64,272	\$66,836	\$69,514	\$72,289	\$75,182	\$78,189
January 1, 2025	Economic Increase	2.00%	\$60,611	\$63,032	\$65,557	\$68,173	\$70,904	\$73,735	\$76,686	\$79,753
January 1, 2025	Wage Adjustment	0.25%	\$60,763	\$63,190	\$65,721	\$68,343	\$71,081	\$73,919	\$76,878	\$79,952

LES-IM-02/PO-IMA-02 Pay Table

LES-IM-02 / PO-IMA-02			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Current Salary			\$52,548	\$54,651	\$56,841	\$59,114	\$61,480	\$63,939	\$66,496	
April 1, 2016	Market Adjustment	2.30%	\$53,757	\$55,908	\$58,148	\$60,474	\$62,894	\$65,410	\$68,025	
January 1, 2017	Economic Increase	1.25%	\$54,429	\$56,607	\$58,875	\$61,230	\$63,680	\$66,228	\$68,875	
January 1, 2017	Wage Adjustment	1.00%	\$54,973	\$57,173	\$59,464	\$61,842	\$64,317	\$66,890	\$69,564	
January 1, 2018	Economic Increase	1.25%	\$55,660	\$57,888	\$60,207	\$62,615	\$65,121	\$67,726	\$70,434	
January 1, 2019	Economic Increase	2.80%	\$57,218	\$59,509	\$61,893	\$64,368	\$66,944	\$69,622	\$72,406	
January 1, 2020	Economic Increase	2.20%	\$58,477	\$60,818	\$63,255	\$65,784	\$68,417	\$71,154	\$73,999	
January 1, 2021	Economic Increase	1.50%	\$59,354	\$61,730	\$64,204	\$66,771	\$69,443	\$72,221	\$75,109	
January 1, 2022	Economic Increase	1.50%	\$60,244	\$62,656	\$65,167	\$67,773	\$70,485	\$73,304	\$76,236	
January 1, 2023	Economic Increase	3.50%	\$62,353	\$64,849	\$67,448	\$70,145	\$72,952	\$75,870	\$78,904	
January 1, 2023	Wage Adjustment	1.25%	\$63,132	\$65,660	\$68,291	\$71,022	\$73,864	\$76,818	\$79,890	
October 5, 2023	Restructure - Extra Step	4.00%								\$83,086
January 1, 2024	Economic Increase	3.00%	\$65,026	\$67,630	\$70,340	\$73,153	\$76,080	\$79,123	\$82,287	\$85,579
January 1, 2024	Wage Adjustment	0.50%	\$65,351	\$67,968	\$70,692	\$73,519	\$76,460	\$79,519	\$82,698	\$86,007
January 1, 2025	Economic Increase	2.00%	\$66,658	\$69,327	\$72,106	\$74,989	\$77,989	\$81,109	\$84,352	\$87,727
January 1, 2025	Wage Adjustment	0.25%	\$66,825	\$69,500	\$72,286	\$75,176	\$78,184	\$81,312	\$84,563	\$87,946

LES-IM-03/PO-IMA-03 Pay Table

LES-IM-03 / PO-IMA-03			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Current Salary			\$59,574	\$61,959	\$64,436	\$67,015	\$69,694	\$72,483	
April 1, 2016	Market Adjustment	2.30%	\$60,944	\$63,384	\$65,918	\$68,556	\$71,297	\$74,150	
January 1, 2017	Economic Increase	1.25%	\$61,706	\$64,176	\$66,742	\$69,413	\$72,188	\$75,077	
January 1, 2017	Wage Adjustment	1.00%	\$62,323	\$64,818	\$67,409	\$70,107	\$72,910	\$75,828	
January 1, 2018	Economic Increase	1.25%	\$63,102	\$65,628	\$68,252	\$70,983	\$73,821	\$76,776	
January 1, 2019	Economic Increase	2.80%	\$64,869	\$67,466	\$70,163	\$72,971	\$75,888	\$78,926	
January 1, 2020	Economic Increase	2.20%	\$66,296	\$68,950	\$71,707	\$74,576	\$77,558	\$80,662	
January 1, 2021	Economic Increase	1.50%	\$67,290	\$69,984	\$72,783	\$75,695	\$78,721	\$81,872	
January 1, 2022	Economic Increase	1.50%	\$68,299	\$71,034	\$73,875	\$76,830	\$79,902	\$83,100	
January 1, 2023	Economic Increase	3.50%	\$70,689	\$73,520	\$76,461	\$79,519	\$82,699	\$86,009	
January 1, 2023	Wage Adjustment	1.25%	\$71,573	\$74,439	\$77,417	\$80,513	\$83,733	\$87,084	
October 5, 2023	Restructure - Extra Step	4.00%							\$90,567
January 1, 2024	Economic Increase	3.00%	\$73,720	\$76,672	\$79,740	\$82,928	\$86,245	\$89,697	\$93,284
January 1, 2024	Wage Adjustment	0.50%	\$74,089	\$77,055	\$80,139	\$83,343	\$86,676	\$90,145	\$93,750
January 1, 2025	Economic Increase	2.00%	\$75,571	\$78,596	\$81,742	\$85,010	\$88,410	\$91,948	\$95,625
January 1, 2025	Wage Adjustment	0.25%	\$75,760	\$78,792	\$81,946	\$85,223	\$88,631	\$92,178	\$95,864

LES-TO-01/PO-TCO-01 Pay Table

LES-TO-01 / PO-TCO-01			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Current Salary			\$ 51,673	\$ 53,748	\$ 55,890	\$ 58,130	\$ 60,453	
April 1, 2016	Market Adjustment	2.30%	\$ 52,861	\$ 54,984	\$ 57,175	\$ 59,467	\$ 61,843	
January 1, 2017	Economic Increase	1.25%	\$ 53,522	\$ 55,671	\$ 57,890	\$ 60,210	\$ 62,616	
January 1, 2017	Wage Adjustment	1.00%	\$ 54,057	\$ 56,228	\$ 58,469	\$ 60,812	\$ 63,242	
January 1, 2018	Economic Increase	1.25%	\$ 54,733	\$ 56,931	\$ 59,200	\$ 61,572	\$ 64,033	
January 1, 2019	Economic Increase	2.80%	\$ 56,266	\$ 58,525	\$ 60,858	\$ 63,296	\$ 65,826	
January 1, 2020	Economic Increase	2.20%	\$ 57,504	\$ 59,813	\$ 62,197	\$ 64,689	\$ 67,274	
January 1, 2021	Economic Increase	1.50%	\$ 58,367	\$ 60,710	\$ 63,130	\$ 65,659	\$ 68,283	
January 1, 2022	Economic Increase	1.50%	\$ 59,243	\$ 61,621	\$ 64,077	\$ 66,644	\$ 69,307	
January 1, 2023	Economic Increase	3.50%	\$ 61,317	\$ 63,778	\$ 66,320	\$ 68,977	\$ 71,733	
January 1, 2023	Wage Adjustment	1.25%	\$ 62,083	\$ 64,575	\$ 67,149	\$ 69,839	\$ 72,630	
October 5, 2023	Restructure - Extra Step	4.00%						\$ 75,535
January 1, 2024	Economic Increase	3.00%	\$ 63,945	\$ 66,512	\$ 69,163	\$ 71,934	\$ 74,809	\$ 77,801
January 1, 2024	Wage Adjustment	0.50%	\$ 64,265	\$ 66,845	\$ 69,509	\$ 72,294	\$ 75,183	\$ 78,190
January 1, 2025	Economic Increase	2.00%	\$ 65,550	\$ 68,182	\$ 70,899	\$ 73,740	\$ 76,687	\$ 79,754
January 1, 2025	Wage Adjustment	0.25%	\$ 65,714	\$ 68,352	\$ 71,076	\$ 73,924	\$ 76,879	\$ 79,953

LES-TO-02/PO-TCO-02 Pay Table

LES-TO-02 / PO-TCO-02			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Current Salary			\$ 56,837	\$ 59,114	\$ 61,485	\$ 63,941	\$ 66,496	
April 1, 2016	Market Adjustment	2.30%	\$ 58,144	\$ 60,474	\$ 62,899	\$ 65,412	\$ 68,025	
January 1, 2017	Economic Increase	1.25%	\$ 58,871	\$ 61,230	\$ 63,685	\$ 66,230	\$ 68,875	
January 1, 2017	Wage Adjustment	1.00%	\$ 59,460	\$ 61,842	\$ 64,322	\$ 66,892	\$ 69,564	
January 1, 2018	Economic Increase	1.25%	\$ 60,203	\$ 62,615	\$ 65,126	\$ 67,728	\$ 70,434	
January 1, 2019	Economic Increase	2.80%	\$ 61,889	\$ 64,368	\$ 66,950	\$ 69,624	\$ 72,406	
January 1, 2020	Economic Increase	2.20%	\$ 63,251	\$ 65,784	\$ 68,423	\$ 71,156	\$ 73,999	
January 1, 2021	Economic Increase	1.50%	\$ 64,200	\$ 66,771	\$ 69,449	\$ 72,223	\$ 75,109	
January 1, 2022	Economic Increase	1.50%	\$ 65,163	\$ 67,773	\$ 70,491	\$ 73,306	\$ 76,236	
January 1, 2023	Economic Increase	3.50%	\$ 67,444	\$ 70,145	\$ 72,958	\$ 75,872	\$ 78,904	
January 1, 2023	Wage Adjustment	1.25%	\$ 68,287	\$ 71,022	\$ 73,870	\$ 76,820	\$ 79,890	
October 5, 2023	Restructure - Extra Step	4.00%						\$ 83,086
January 1, 2024	Economic Increase	3.00%	\$ 70,336	\$ 73,153	\$ 76,086	\$ 79,125	\$ 82,287	\$ 85,579
January 1, 2024	Wage Adjustment	0.50%	\$ 70,688	\$ 73,519	\$ 76,466	\$ 79,521	\$ 82,698	\$ 86,007
January 1, 2025	Economic Increase	2.00%	\$ 72,102	\$ 74,989	\$ 77,995	\$ 81,111	\$ 84,352	\$ 87,727
January 1, 2025	Wage Adjustment	0.25%	\$ 72,282	\$ 75,176	\$ 78,190	\$ 81,314	\$ 84,563	\$ 87,946

LES-TO-03/PO-TCO-03 Pay Table

LES-TO-03 / PO-TCO-03			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Current Salary			\$ 61,961	\$ 64,439	\$ 67,019	\$ 69,692	\$ 72,481	
April 1, 2016	Market Adjustment	2.30%	\$ 63,386	\$ 65,921	\$ 68,560	\$ 71,295	\$ 74,148	
January 1, 2017	Economic Increase	1.25%	\$ 64,178	\$ 66,745	\$ 69,417	\$ 72,186	\$ 75,075	
January 1, 2017	Wage Adjustment	1.00%	\$ 64,820	\$ 67,412	\$ 70,111	\$ 72,908	\$ 75,826	
January 1, 2018	Economic Increase	1.25%	\$ 65,630	\$ 68,255	\$ 70,987	\$ 73,819	\$ 76,774	
January 1, 2019	Economic Increase	2.80%	\$ 67,468	\$ 70,166	\$ 72,975	\$ 75,886	\$ 78,924	
January 1, 2020	Economic Increase	2.20%	\$ 68,952	\$ 71,710	\$ 74,580	\$ 77,555	\$ 80,660	
January 1, 2021	Economic Increase	1.50%	\$ 69,986	\$ 72,786	\$ 75,699	\$ 78,718	\$ 81,870	
January 1, 2022	Economic Increase	1.50%	\$ 71,036	\$ 73,878	\$ 76,834	\$ 79,899	\$ 83,098	
January 1, 2023	Economic Increase	3.50%	\$ 73,522	\$ 76,464	\$ 79,523	\$ 82,695	\$ 86,006	
January 1, 2023	Wage Adjustment	1.25%	\$ 74,441	\$ 77,420	\$ 80,517	\$ 83,729	\$ 87,081	
October 5, 2023	Restructure - Extra Step	4.00%						\$ 90,564
January 1, 2024	Economic Increase	3.00%	\$ 76,674	\$ 79,743	\$ 82,933	\$ 86,241	\$ 89,693	\$ 93,281
January 1, 2024	Wage Adjustment	0.50%	\$ 77,057	\$ 80,142	\$ 83,348	\$ 86,672	\$ 90,141	\$ 93,747
January 1, 2025	Economic Increase	2.00%	\$ 78,598	\$ 81,745	\$ 85,015	\$ 88,405	\$ 91,944	\$ 95,622
January 1, 2025	Wage Adjustment	0.25%	\$ 78,794	\$ 81,949	\$ 85,228	\$ 88,626	\$ 92,174	\$ 95,861

Independent Pay Study

We negotiated an agreement with the employer to complete an independent, industry specific pay study for our groups. This study has already started, and we are hopeful that we will see the results before the end of this year. If the study shows that our salaries are significantly lagging the market, the employer has committed to working with us to review the salaries going forward without having to wait for this agreement to expire. In addition, we have agreed to work with the employer on a joint recruitment and retention committee and to implement other measures that may help with recruitment and retention throughout the life of this agreement.

Annual Service Pay

Annual service pay is an amount equal to 1.5% of salary per five (5) years of service that is currently only applicable to the LES group (CM). The employer was not willing to extend service pay to all members in both groups. Essentially, the writing is on the wall for this benefit to disappear and with the number of members in the LES group (CM) decreasing every year, there will be no better time for us to negotiate a replacement for annual service pay that would benefit all members.

We negotiated an additional step (4%) to all of the pay lines for all of our members. We also negotiated a service pay elimination differential to protect our members currently receiving annual service pay and ensure no one will get paid less once service pay is eliminated.

On October 5, 2023, the additional step (4%) will be added to all of the pay lines for all of our members, as noted in the pay tables above. As with all other steps, members will move up a step after completing one (1) year of service at the previous step. In this case, when the new step is introduced, members who

already have enough service to be eligible for the next step will automatically move up to the new max step.

- For the LES-TO and PO-TCO group, this means that members with six (6) years of service as of October 5, 2023, will automatically move up to step 6.
- For the LES-IM-01, PO-IMA-01, LES-IM-02, and PO-IMA-02 groups, members with eight (8) years of service as of October 5, 2023, will automatically move up to step 8.
- For the LES-IM-03 and PO-IMA-03 groups, members with seven (7) years of service as of October 5, 2023, will automatically move up to step 7.

After the new step is implemented (i.e. October 5, 2023), if a member's updated salary would be less than their previous salary plus service pay (i.e. before October 5, 2023), they will receive a service pay elimination differential to make up the difference. They will continue to receive this service pay elimination differential until their salary surpasses the previous salary plus service pay amount (i.e. the amount before October 5, 2023).

Duration

The duration of this tentative agreement is nine (9) years, expiring on December 31, 2025.

Implementation Timelines

Almost all provisions in the collective agreement take effect upon signing the agreement. However, it will take some time for things requiring changes to be made.

Within 180 days, the current rates of pay will be updated for all members. Once the current rates of pay are updated, the process to pay out all retroactive amounts owed will start. In cases where there is no manual intervention required, retroactive payments will be made within 180 days. If manual intervention is required, it may take up to 460 days for retro payments to be processed.

We have been assured by Treasury Board and the RCMP that they will issue retroactive payments as quickly as possible while ensuring they take the time to verify the payments to avoid errors. They have tested the systems currently in place with the Regular Members (Member Pay System) as well as other Public Service Employee groups (Phoenix) and they are confident that they will meet or exceed these timelines. If they do not meet the timelines, there is a recourse provision in the tentative agreement that will provide an extra \$200 to a member if they do not receive their payments within the agreed upon timelines.

Hours of Work

All members will work a 37.5 hour work week effective on the date of signature of the collective agreement.

The Employer will provide two (2) rest periods of fifteen (15) minutes and an unpaid meal break of a minimum of thirty (30) minutes per working day. If employees are required to work or be available for work during their unpaid meal break, they will be paid at the applicable overtime rate.

When a shift starts on one day and ends on the next, it will be considered to have been worked entirely on the day it began.

There should be at least eight (8) hours between scheduled shifts, two (2) consecutive days of rest, and shift schedules should be posted twenty-eight (28) days in advance.

If an employee is given less than seventy-two (72) hours advance notice of a change in their shift schedule, the employee will receive a premium rate of time and one half (1 ½) for work performed on the first shift changed.

Employees may exchange shifts and premiums and allowances will be paid to the employee who works the shift attracting those premiums and allowances.

Allowances and Premiums

Overtime

Generally speaking, members who are variable shift workers (i.e. the majority of our members) will be entitled to the overtime rate of time and three-quarters (1 ¾) for almost all overtime hours worked. There are a couple of exceptions where a variable shift worker may be entitled to double (2) time overtime rate, such as when a shift gets extended on a designated paid holiday.

For day workers, the overtime rate is usually time and one half (1 ½) except for a couple of exceptions when it is double (2) time, such as working more than 7.5 hours of overtime or working overtime on both days of rest.

In most cases, the minimum call back period for overtime is three (3) hours when an employee has to report to the workplace and one (1) hour when they can completed the overtime work remotely.

Designated Paid Holidays

The designated paid holiday (DPH) premium in the tentative agreement follows the same guidelines as those currently applied to the PO group (PSE) with the addition of the National Day for Truth and Reconciliation.

If a DPH falls on a day of rest, the DPH will be moved to the next scheduled shift. When scheduled to work on a designated paid holiday, employees will receive time and one half (1 ½) for the regularly scheduled hours worked and double time (2) for all hours worked in excess of the regularly scheduled hours. If using paid leave on a DPH, the DPH counts for 7.5 hours of leave.

Shift and Weekend Premium

Shift workers and variable workers will be entitled to a premium of \$2.25 per hour when working evenings and nights as well as an additional \$2.25 per hour when working weekends. Day workers will not be entitled to shift and weekend premiums.

Standby

In this agreement, when an employee is required to remain available on standby during off-duty hours, they will be compensated at a rate of one half ($\frac{1}{2}$) hour for every four (4) hour period (i.e. 1 hour for every 8), or part thereof, that they are designated as being on stand-by. There are no provisions in this agreement for operational availability or operational readiness.

Language Allowance

In this agreement, Intercept Monitor Analysts² will be entitled to a language allowance of three dollars (\$3) per hour when they are required by the Employer to transcribe or translate intercepted communications or any other documents in a language other than French or English. Previously, only LES-IM members (CM) were eligible for an additional language allowance. The allowance was calculated as the difference in pay between the TRL group and the IM group. As our rates of pay increase, this difference in pay between the TRL group and the IM group has shrunk, which would lessen the amount of this allowance. In this agreement, the language pay becomes a fixed amount of three dollars (\$3) per hour, enshrined in the collective agreement, and is applicable to all LES-IM (CM) and PO-IMA (PSE) members.

Acting Pay

In this agreement acting pay for all members will take effect after 22.5 hours of acting (3 days). This is the current standard across the public service. In many cases, the LES group (CM) have historically been able to claim acting pay after 16 hours. According to the RCMP's National Compensation Services, this has been done in error and the LES group (CM) are only actually allowed to claim acting pay after two (2) full shifts worked, regardless of the number of hours. This agreement clearly sets out the number of hours to qualify for acting pay for both groups (Pay Administration).

² This language allowance only applies to the LES-IM and PO-IMA groups, it does not apply to the LES-TO and LES-PCO groups.

Leaves

Personal Leave With Pay

Personal leave with pay is an entitlement for all members to two days (15 hours) leave with pay, each fiscal year, that can be requested at least five (5) days in advance. This is in addition to other types of leave, and it does not carry over from one year to the next.

Vacation Leave

Vacation leave accrues each year based on a member's years of service. As illustrated in the chart below, when combining personal leave with vacation leave, the PO group (PSE) accrues 862 days of leave over the course of a 35-year career. The LES group (CM) currently accrues 860 days of leave over the course of a 35-year career.

This agreement also includes a one-time, five (5) day (37.5 hour) entitlement of vacation leave after completing two (2) years of service. This entitlement is not subject to the leave carryover provisions. Members in the PO group (PSE) who have completed two (2) years of service should have already received this entitlement. Once this agreement is signed, all members who have completed two (2) years of service and who have not already received this one-time entitlement will receive it.

To bring all members under the same terms and conditions, wherever possible, this agreement includes the transition of all members to the current vacation accrual rates in place for the PO group (PSE), including the entitlement to personal leave for all members. There are also transition measures for members in the LES group (CM) to switch to the accrual schedule currently in place for the PO group (PSE) to ensure no loss of vacation leave entitlements.

Once the agreement is signed, members in the LES group (CM) will receive a one-time, 40 hours vacation leave adjustment that is not subject to the carryover provisions of the collective agreement. This is to offset any potential loss of accrual from the switch to accrual rate thresholds.

There will be no conversion of hours that have already been accrued based on the switch from a 40 hour work week to a 37.5 hour work week. For example, if you have 140 hours in your vacation leave bank before the agreement is signed, you will still have 140 hours in your vacation leave bank after it is signed.

Additionally, no one will earn less vacation leave days after signing the collective agreement than they did before. In other words, you will stay at your current accrual rate until the next step up in the accrual schedule. However, the ongoing accrual rate will be converted to a 37.5 hour work week. For example, if you were earning 10 hours per month (120 hours or 15 days or 3 weeks per year at 40 hour work week) of vacation leave on the day before the collective agreement is signed, you will continue to earn 9.375 hours per month (112.5 hours or 15 days or 3 weeks per year at 37.5 hour work week) until you reach your 8th anniversary and you move up to 12.5 hours per month (150 hours or 20 days or 4 weeks per year).

All members will be able to carry over up to 262.5 hours of unused vacation leave to the next fiscal year. As this is a change for the LES group (CM), there is a transition clause for anyone who has more than 262.5 hours of unused vacation leave on the day this agreement is signed. Anyone who has more than

262.5 hours of unused vacation must be granted or paid a minimum of 75 hours, each year, until all unused vacation credits in excess of 262.5 have been liquidated.

If, on the date an employee becomes subject to this agreement, an employee has more than two hundred and sixty-two decimal five (262.5) hours of unused vacation leave credits, a minimum of seventy-five (75) hours per year shall be granted or paid by March 31 of each year, until all vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours have been liquidated.

Comparison of LES and PO vacation leave and personal leave accrual:

Years of Service	Previous LES-IMs/LES-TOs Accrual Schedule (B)	Current PO Accrual Schedule (Tentative Agreement)	
		POs Accrual Schedule (D)	Personal Day (E)
0-1	15	15	2
1-2	15	15	2
2-3	15	15	2
3-4	15	15	2
4-5	15	15	2
5-6	20	15	2
6-7	20	15	2
7-8	20	15	2
8-9	20	20	2
9-10	20	20	2
10-11	25	20	2
11-12	25	20	2
12-13	25	20	2
13-14	25	20	2
14-15	25	20	2
15-16	25	20	2
16-17	25	22	2
17-18	25	23	2
18-19	25	25	2
19-20	25	25	2
20-21	25	25	2
21-22	25	25	2
22-23	25	25	2
23-24	30	25	2
24-25	30	25	2

25-26	30	25	2
26-27	30	25	2
27-28	30	27	2
28-29	30	30	2
29-30	30	30	2
30-31	30	30	2
31-32	30	30	2
32-33	30	30	2
33-34	30	30	2
34-35	30	30	2

Comparability of LES-IMs/LES-TOs and PO-TCOs/PO-IMAs (Current State)

LES-IMs and LES-TOs	
# of days over 35 years as a civilian member <i>(sum of column B)</i>	860

PO-IMAs and PO-TCOs		
# of days over 35 years as a PSE (vacation and personal) <i>(sum of columns D and E)</i>	857	Plus one-time, 5-day (37.5 hours) entitlement after the completion of 2 years of service (Total of 862 days)

Tentative Agreement

Tentative Agreement for LES-IMs and LES-TOs			
# of days over 35 years as a PSE (vacation and personal)	857	Plus one-time, 5 days (37.5 hours) entitlement after the completion of 2 years of services	Plus one-time, 40 hours vacation leave adjustment (not subject to the carry-over provisions of the collective agreement) (Total 867 days)

Maternity and Parental Leave

This agreement includes provisions to extend the salary top ups in line with the extended leave provision under the Employment Insurance and Quebec Parental Insurance Plan (Maternity Leave Without Pay; Parental Leave Without Pay). It also includes an article allowing for an employee to request modified job functions if any of their current job functions pose a risk to their health or the health of their child while they are pregnant or nursing (Maternity-Related Reassignment or Leave).

Sick Leave

Sick leave is staying status quo for this round. For the PO group (PSE), sick leave accrues at a rate of 9.375 hours per month. A shift worker will also earn additional sick leave credits of 1.25 hours per month if they have already used 112.5 hours of sick leave in the current fiscal year. We tried to make gains specifically relating to the sick leave accrual for the PO group (PSE) but that was not possible in this round of bargaining. Whichever regime currently applies to you will continue to apply to you.

For the LES group (CM), as needed sick leave, injury-on-duty leave, long term disability, etc. are all part of one program linked to legislation. For the PO group (PSE), these same types of leave are separate and administered under different programs and linked to different insurance plans and legislation.

To bring all members of our group under one set of programs for these types of leave will require legislative changes and a collective agreement cannot have a term or condition in it that requires legislative changes to be implemented (Federal Public Sector Labour Relations Act, Section 113).

Injury-on-Duty Leave

Injury-on-duty leave is only applicable to the PO group (PSE). When an employee misses work due to a workplace injury or accident, they are entitled to injury-on-duty leave with pay. Generally, the employee needs to file a claim with their provincial or territorial workers compensation department to start the claim. Once a claim is approved, any sick leave used due to the workplace injury will be reinstated and will be entered as injury-on-duty leave instead.

Bereavement Leave With Pay

When a member of an employee's family dies, the employee is entitled to up to seven (7) calendar days of bereavement leave with pay and up to an additional three (3) calendar days of bereavement leave with pay for the purpose of travel related to the death. For bereavement leave, family includes: father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-sister, step-brother, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, the employee's grandparents, and any relative permanently residing in the employee's household or with whom the employee permanently resides.

In addition, once in your career, you can use bereavement leave for a person who stands in the place of a relative whether or not there is any degree of consanguinity between you and the person.

An employee is also entitled to one (1) day of bereavement leave with pay for purposes related to the death of their brother-in-law, sister-in-law, or grandparent of their spouse.

Leave With Pay for Family Related Responsibilities

This agreement entitles all members to 37.5 hours per year of leave with pay for family related responsibilities. This leave can be used to take family members to medical, dental, school, or adoption appointments; to care for a sick or elderly family member; for needs directly related to the birth or adoption of the employee's child; to attend school functions; and to care for the employee's child in the case of an unforeseen school or daycare closure. Up to 7.5 hours of the 37.5 hours may be used to attend an appointment with a legal, financial, or other professional representative.

Medical Appointments

The [Directive on Leave and Special Working Conditions](#) already provides for up to half a day for employees to attend their own personal medical and dental appointments without charge to their leave credits in cases of routine, periodic check-ups. In addition, this agreement provides for up to half a day for pregnant employees for the purpose of attending routine medical appointments (Medical Appointment for Pregnant Employees).

Domestic Violence Leave

Domestic violence leave is for victims and survivors of domestic violence, or the parent of a child who is a victim of family violence. This article provides for to 10 days (75 hours) of domestic violence leave to obtain assistance from organizations that provide support to victims of family violence, attend medical appointments or professional counselling, to temporarily or permanently relocate, or to seek the assistance of law enforcement.

Court Leave

The employer will grant leave with pay for an employee to be available for jury selection, serve on a jury or when summoned or subpoenaed to attend as a witness to a legal proceeding. An employee required to attend legal proceedings as a result of their authorized on duty actions shall be considered on duty and paid at the applicable rate. The overtime and call back provisions in this tentative agreement are the same for court duty as they are for regular overtime (i.e. there is no "4-hour call back" provision specific to court duty).

Personnel Selection Leave

This article provides for leave with pay while an employee is participating in the selection process for a position in the public service.

Religious Observance

The employer will make every reasonable effort to grant leave requests to fulfill an employee's religious observances. These requests can use vacation leave, compensatory leave, or rescheduling.

Leave Without Pay for Relocation of Spouse

An employee can request leave without pay for a period of up to one (1) year if their spouse is permanently relocated and up to five (5) years if their spouse is temporarily relocated.

Leave Without Pay for Care of Family

An employee can request up to a total of five (5) years of leave without pay (LWOP) to care for a family member. In this case, family includes a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. This article, with its expanded definition of family, combines and replaces the previous terms of LWOP relating to care and nurturing of pre-school aged children as well as LWOP for the long term care of a parent.

Caregiving Leave

An employee who is 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 shall be granted leave without pay while in receipt of or awaiting these benefits.

Leave Without Pay for Personal Needs

All members will have access to a period of up to 3 months and a period of up to 1 year of leave without pay for personal needs.

Education Leave Without Pay, Career Development Leave With Pay, Examination Leave With Pay

All members will have access to education leave without pay. This leave can be granted in periods of up to a year at a time for education relating to current or future work for the Employer. Employees may also receive an allowance of up to 100% of their salary while on education leave without pay.

Career development leave with pay can be granted to attend a course, seminar, convention, or study session in a specialized field directly related to an employee's work.

Examination leave can be granted to allow an employee who is not on education leave without pay to write an exam during their regular scheduled hours of work.

Leave With or Without Pay for Other Reasons

This leave is commonly referred to as “699 leave.” Employees can request leave with or without pay for other reasons when circumstances not directly attributable to the employee prevent them from reporting to work (e.g. a pandemic, airport closure, etc.).

National Joint Council Agreements

We are a member of the [National Joint Council](#) (NJC) and have opted in to the following NJC Directives which form part of this agreement:

- Bilingualism Bonus Directive
- Commuting Assistance Directive
- First Aid to the General Public: Allowance for Employees
- Foreign Service Directives
- Isolated Posts and Government Housing Directive
- Public Service Health Care Plan Directive
- NJC Relocation Directive
- Travel Directive
- Occupational Health and Safety Directive
- Work Force Adjustment Directive (applies to the PO group (PSE) only)³

LES group (CM) specific MOU

We negotiated a Memorandum of Understanding with the Treasury Board and a Memorandum of Agreement with the RCMP to protect certain benefits that are applicable to the LES group (CM). These benefits that will remain intact are:

- Relocation on retirement
- Funeral and burial entitlements
- Work force adjustment policy; and
- Fitness and lifestyle benefit.

There was no way to extend these benefits to all our members. Should deeming occur in the future, these benefits will remain in place.

³ The NJC Work Force Adjustment Directive only applies to the PO group (PSE). There are different priority entitlements for the PO group (PSE) and the LES group (CM) which are part of the Public Service Employment Act and the RCMP Act, respectively. However, we negotiated a Memorandum of Agreement with the RCMP to ensure LES group (CM) members will continue to follow the RCMP Work Force Adjustment Directive, if needed.

Health and Safety

In addition to some standard language about health and safety, we negotiated a Memorandum of Agreement with the RCMP to specifically address the mental health supports and programs in the workplace for our group. In part, this MOA states:

The parties recognize the importance of group specific mental health supports and programs.

The parties commit to establish a joint committee to review existing mental health initiatives, research and promote new mental health strategies, and recommend adjustments to mental health policies and programs as needed.

The joint committee will be comprised of an equal number of Union and RCMP representatives.

This is extremely important as it formalizes the commitment to work on mental health specifically relating to our group (MOA with Respect to Mental Health in the Workplace).

No Discrimination / Sexual Harassment

There is strong language to prevent discrimination and sexual harassment of our members including waiving a level in the grievance procedure if the person hearing the grievance is the subject of a discrimination or sexual harassment complaint. Either party can also request a copy of the official report resulting from a complaint without resorting to an official access to information or privacy act request.

Duties and Performance Reviews

There is language in this agreement ensuring members are entitled to be provided with an official statement of the duties and responsibilities of their position (Statement of Duties).

There is an article detailing that whoever is completing a formal assessment of our members must have observed or been aware of the employee's performance for at least half of the reporting period being assessed. Employees have the right to know how they are being assessed and also have the right to make comments to be attached to a performance review. Additionally, employees have the right to examine their personnel file and obtain a copy of it (Employee Performance Review and Employee Files).

Discipline

The discipline article in this agreement applies only to the PO group (PSE). Discipline for the LES group (CM) is currently part of the RCMP Act and associated Commissioner's Standing Orders and must remain (i.e. RCMP Code of Conduct). Since a collective agreement cannot have a term or condition in it that requires legislative changes to be implemented, we could not negotiate discipline changes for the LES group (CM) (Federal Public Sector Labour Relations Act, Section 113).

For our members in the PO group (PSE), the tentative agreement ensures that reasons for suspension or termination are made in writing. It also enshrines the right of an employee facing discipline to have a Union representative attend any disciplinary meetings. It prevents the Employer from using any document against an employee that they were not aware of, and it ensures that any documentation related to disciplinary action is removed from an employee's file after two (2) years.

Grievance Procedures

Due to the provisions of the Federal Public Sector Labour Relations Act (FPSLRA) and the RCMP Act, the grievance procedures for CM and PSE are slightly different so there are two distinct grievance articles in the tentative agreement; one for PO members (PSE) and one for LES members (CMs).

For the PO Group (PSE), all grievances use the procedures outlined in the tentative agreement.

Subject to and as provided in section 208 of the Federal Public Sector Labour Relations Act, an employee may present an individual grievance to the Employer if they feel aggrieved:

- a. *by the interpretation or application, in respect of the employee, 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 their terms and conditions of employment.*

For the LES group (CM), any grievances arising out of the interpretation of the collective agreement or an arbitral award will use the grievance procedure outlined in the tentative agreement. However, other grievances regarding issues that are not part of the collective agreement must follow the procedures outlined in the RCMP Act and Commissioner's Standing Orders (e.g. grievance or appeal of a code of conduct investigation).

Subject to and as provided in section 238.24 of the Federal Public Sector Labour Relations Act, an employee may present an individual grievance to the Employer if they feel aggrieved by the interpretation or application, in respect of the employee, of a provision of a collective agreement or arbitral award.

This difference is because there are legislated grievance procedures in the RCMP Act and the FPSLRA which are different based on category of employee and a collective agreement cannot have a term or condition in it that requires legislative changes to be implemented so we could not change the RCMP Act specific grievance process as it applies to the LES group (CM) (Federal Public Sector Labour Relations Act, Section 113).

If the issue is one that can be grieved under the provisions in this agreement, the process is the same for both groups. In short, informal efforts to resolve the grievance should be made, the grievance must be presented within 25 working days, and there are three (3) levels in the grievance procedure. The Employer should normally respond at each level, except the final level, within ten (10) days after the grievance is presented, and within twenty (20) days where the grievance is presented at the final level.

Technological Change

The Employer will provide as much advance notice of technological change as possible and shall consult with the Union about the effects of the technological changes on employees. If a technological change results in the services of an employee no longer being required, the National Joint Council Workforce Adjustment Directive will apply.

Outside Employment

Employees will be allowed to engage in other employment outside the hours they are required to work for the employer unless it represents a conflict of interest (Restriction on Outside Employment).

Salary Protection

We negotiated a memorandum of understanding ensuring salary protection for our members in the case of reclassification (MOU on Salary Protection).

Part-Time Employees

Generally, a part-time employee is entitled to paid leaves as a proportion of the hours they work. For example, an employee who works half time hours will earn half the amount of vacation leave as a full-time employee.

Union Business

As the Union, we will maintain the right to select our own union representatives and determine our jurisdiction. We will have the opportunity to introduce ourselves as part of new employee orientation programs. We will be able to represent our members and attend meetings with the employer without losing pay (Employee Representatives). We will be allowed to use bulletin boards in the workplace to post union information and the employer will post a link to our website on the infoweb (Use of Employer Facilities).

We negotiated strong language allowing for time off work to complete union duties as well as a cost recovery mechanism to reduce the instances of union officials needing to take leave without pay in order to participate in union activities (Leave With or Without Pay for Union Business).