

**SCHEDULE B**  
**CLAIMS PROCESS**

**Sole Obligation of Canada**

1. Canada shall pay compensation to the Claimants only as is set out and in accordance with this Claims Process.
2. Payment will be made to the Claimants in accordance with the determinations made by the Assessor as set out below.

**Claimant Application**

3. Applications to the Claims Process will not be accepted prior to the Implementation Date or after the Claim Deadline, subject to an extension being granted to an individual Claimant in exceptional circumstances in accordance with this Schedule.
4. The Assessor may grant to individual Claimants an extension of the Claim Deadline in exceptional circumstances. A Primary Class Member may make a request to the Assessor within 100 days after the expiration of the Claim Deadline for a deadline extension based on exceptional circumstances provided the Claimant includes with the request:
  - (a) a Request for Deadline Extension Form in Appendix 3 to this Schedule;
  - (b) reasons for the request that demonstrate exceptional circumstances;
  - (c) a completed Claim Form; and
  - (d) supporting documentation as set out below, in the Claim Form or as requested by the Assessor.
5. No person may submit more than one Claim Form on her own behalf.
6. Where an eligible Claimant does not submit a Claim Form as prescribed in this Agreement that Claimant will not be admitted to the Claims Process and any entitlement to make a Claim for compensation will be forever extinguished.
7. All Claims which have been submitted prior to the Claim Deadline or further to an extension granted in accordance with this Schedule shall be processed in accordance with this Schedule.
8. A Primary Class Member making a Claim will complete a Claim Form provided in Appendix 1 to this Schedule, setting out in detail the complaint and the alleged injury and damage (collectively referred to as “injury”) caused.
9. In the Claim Form a Claimant will identify herself by name, provide particulars of the Harassment complained of (including events, actors, location, time frame) and will identify the injury caused.

10. A Claimant will provide the Claim Form in Appendix 1 to this Schedule to the Office of the Assessor within 180 days from the first publication of the Notice of Settlement Approval and, at the same time, or within 60 (sixty) days of the submission of the Claim Form, will provide all relevant supporting documentation in her possession or control, including medical records and reports.

11. The Assessor may make inquiries of a Claimant to request additional information or documentation to clarify any concerns, ambiguities or inconsistencies in the Claim. If the Claimant is represented by counsel, the request will be made to the Claimant's counsel. The Assessor may set a deadline of up to 60 days for the Claimant to provide the additional information or documentation, subject to the discretion of the Assessor to extend the deadline upon the written request of the Claimant or her counsel.

### **Consent to Release of Supporting Documentation**

12. The Claimant will also provide written consent to the release of documents in the possession of the RCMP, medical practitioners, hospitals and government health authorities, and other third parties if consent is required, in the form contained in Appendix 2 to this Schedule.

13. Relevant documents and information that will be accepted will include, but not be limited to:

- (a) the particulars of the occurrences of Harassment (including where, when and who was involved), any reports made by the Claimant at the time, and resulting actions and results;
- (b) names and contact information of any witness to the Harassment;
- (c) evidence of injuries sustained as a result of the alleged Harassment, including but not limited to physical and psychological medical records; and provincial healthcare print outs (e.g. OHIP, Pharmanet, or other provincial equivalent), whether in the possession of the RCMP or the Claimant's healthcare providers;
- (d) the Claimant's personnel file and any other file in the possession of the RCMP which may be relevant to the Claimant's career progression (i.e. training; assignments; job competitions);
- (e) any conduct, complaint or grievance file in relation to the matters in question in the possession of the RCMP; and
- (f) any information or documents relevant to the Claimant's attempts to mitigate her injury or loss.

### **Attestation**

14. A Claimant seeking compensation shall certify in writing to the Assessor that the information provided in the Claim Form is true to the best of her knowledge, and that she has, to the best of her knowledge, provided to the Assessor, either directly or by providing her consent to its release, all relevant documents with respect to her Claim.

### **Verification of Class Membership**

15. The Assessor will take the necessary steps to verify that the Claimant is a Primary Class Member in accordance with Appendix 4 to this Schedule.

### **Information and Document Gathering by the Office of the Assessor**

16. The Office of the Assessor will ensure that all relevant information and documents have been gathered from the Claimant and the RCMP in accordance with Article 6 of the Agreement and this Schedule, keeping in mind principles of proportionality based on the nature and severity of the claim.

17. The Office of the Assessor will assemble all Claimant material in an organized manner (the “Claim Package”). The Assessor will provide to the Claimant information and copies of documents which pertain solely to the Claimant. Copies of documents obtained from the RCMP and other government institutions containing third party information will not be provided or disclosed to the Claimant.

### **Prior Compensation**

18. The Assessor shall make all reasonable attempts to determine whether a Claimant has been paid and/or a prior claim by her was otherwise resolved in respect of the same event(s) and injury(ies) as claimed in the Claim Form and will comply with Appendix 5 of this Schedule in so doing.

19. The RCMP shall carry out the measures set out in Appendix 5 of this Agreement in order to satisfy Canada regarding whether a Claimant has been paid and/or a prior claim by her was otherwise resolved in respect of the same event(s) and injury(ies) as claimed in the Claim Form.

### **Assessment and Determination of Claims**

20. The Assessor shall determine the Claims in accordance with the Agreement, including the Schedules and Appendices to Schedules.

21. The Assessor will determine for each Claim whether it falls within levels 1, 2 or within levels 3 to 6 by adopting the factors of culpable conduct and effect on victim categorized in Levels 1 to 6 of “Compensation Levels” in Appendix 6 to this Schedule.

#### ***Level 1 and 2 Claims***

22. For a Level 1 or 2 Claim, the Assessor will conduct a paper review of the Claim Package and determine:

- (a) whether, on a balance of probabilities, the alleged events occurred and, if so, in or in relation to the workplace, and during the Class Period;
- (b) whether the events found to have occurred constitute Harassment within the definition set out in the Agreement;

- (c) the nature and severity of harm suffered by the Claimant that was caused or contributed to by the Harassment that is found to have occurred; and
- (d) the level of compensation to be awarded in accordance with Appendix 7 of this Schedule.

23. Within 30 days of a Claimant being sent the Assessor's Decision of a Level 2 Claim, the Claimant may, by submitting a Request for Reconsideration of a Level 2 Claim Form in Appendix 8 to this Schedule, request that the Assessor reconsider his or her Decision where:

- (a) the Claimant provides reasonable grounds to show that the Claim should be determined in accordance with the process applicable to Levels 3, 4, 5 and 6 Claims; and
- (b) the Claimant has additional documentation or information that was not reasonably available to the Claimant prior to receipt of the Decision.

24. The deadline for submitting a Request for Reconsideration will be stipulated in a cover letter sent to the Claimant with the Level 2 Decision.

25. Upon receipt of a reconsideration request for a Level 2 Claim, the Assessor shall decide whether to reconsider the Claim in accordance with paragraph 23 of this Schedule and, if so, then the provisions applicable to higher level Claims apply, including a personal interview.

### ***Level 3 to 6 Claims***

26. For a Level 3 to 6 Claim the Assessor will review the Claim Package, including all supporting documentation, and will interview the Claimant. The Assessor, may, in his or her discretion, seek any information necessary to properly determine the Claim, including information from the RCMP.

27. The Assessor shall orally put to the Claimant in the interview any information which may be unfavourable to the Claimant's allegations, including third party information not otherwise disclosed to the Claimant, and give her an opportunity to respond. The Claimant shall treat as confidential any third party information put to her by the Assessor in the course of the Claims Process and shall not disclose such information in any manner to anyone other than legal counsel retained to act for her, if any, in the Claims Process, and shall not use such information except for the sole purpose of advancing her Claim.

28. Claimants may retain a lawyer; however, these lawyers will not be permitted to participate in interviews. The Claimant may have a friend, family member or treating health care professional present at the personal interview for the purpose of providing emotional support.

29. If the Assessor requires a Claimant to travel more than 50 kilometers from her residence to attend a personal interview with the Assessor, upon submission of a Travel

Claim in Appendix 10 to this Schedule, she will be reimbursed for personal travel expenses in accordance with the National Joint Council Travel Directive. Any person referred to in the previous paragraph who is accompanying the Claimant will not be reimbursed for travel expenses.

30. The Assessor will consult with a roster of consultants/experts, including but not limited to a medical doctor, a psychiatrist, and a human resources expert as deemed necessary by him to properly determine a Claim. The purpose of such consultation is to provide the Assessor with an expert opinion. The Assessor shall make his own determination on all aspects of the Claim.

### **Determination of Claim**

31. Upon completion of the interview and review as set out above, the Assessor will then determine:

- (a) whether, on a balance of probabilities, the alleged events occurred and, if so, in or in relation to the workplace, and during the Class Period;
- (b) whether the events found to have occurred constitute Harassment within the definition set out in this Agreement;
- (c) the nature and severity of the injury suffered by the Claimant that was caused or contributed to by the Harassment that is found to have occurred; and
- (d) the level of compensation in accordance with the Compensation Levels in Appendix 6 of this Schedule.

32. The Assessor may deny any Claim as unproven or on the basis that the events do not constitute Harassment.

33. The Assessor shall render a Decision in respect of a Claim and provide it to the Claimant promptly after the Decision is made, setting out the Compensation Level determined and the amount of compensation to be paid. A Decision of the Assessor in respect of a Claim will, subject to the limited right of a Claimant assessed at Level 2 to request a reconsideration as set out in paragraph 23 of this Schedule, be final and binding upon the Claimant. For further clarity, there is no right of appeal or judicial review from any Decision of the Assessor.

### **Payment of Compensation**

34. Payment of compensation to a Claimant will be administered by the Assessor, who will request and receive the necessary funds from the Director General, RCMP Corporate Accounting, Policy and Control (“the DG CAPC”). A request for funds can be made on a case-by-case basis or in bulk for an aggregate amount required for the payment of multiple Claims. The Assessor will make a request for funds to the DG CAPC either once per month, on the first day of the month, or twice per month, on the first and fifteenth day of the month.

35. When requesting funds for payment of compensation, the Assessor will provide to the DG CAPC a copy of the Assessor's Decision in respect of each Claimant listing the amount of compensation, with the Claimant's name redacted and replaced by a unique numerical pseudonym, together with a brief summary of the Assessor's justification for the Decision.

36. In order to comply with the *Financial Administration Act*, R.S.C., 1985, c. F-11 and Treasury Board policies, the RCMP must keep records of the name of any individual who receives compensation, the amount of the compensation and the reason for payment.

37. To satisfy government financial accountability and audit requirements, the Assessor will also provide a document to be seen only by the DG CAPC that identifies the names that correspond with the unique numerical pseudonyms. In the event the DG CAPC is unavailable or unable to carry out the responsibilities set out in this Agreement, those responsibilities shall be carried out by the RCMP Chief Financial Administrative Office ("the CFAO"). Once the DG CAPC or the CFAO is satisfied as to the purpose of the payment and the individual recipient the DG CAPC or CFAO will issue the funds IN TRUST to the Assessor.

38. The DG CAPC shall keep a list of Claimants who are awarded compensation under the Claim Process, comprising Claimant name, compensation amount, and the numerical pseudonym applicable to that Claimant, as well as the Decision and short summary of the Assessor's justification. The list and the Decisions and summary for justification will be kept in a locked safe in a location to which only the DG CAPC, and, when the DG CAPC is unavailable or unable to carry out the responsibilities set out in this agreement, the CFAO, will have access. Only the DG CAPC and the CFAO will know the combination to the safe.

39. In the event that an audit or any other required process is undertaken, the list kept by the DG CAPC may be provided by the RCMP to the auditor to show compliance with government financial accountability and audit requirements.

40. The DG CAPC must also be satisfied that a Claimant has not already received compensation for the same event(s) and injury(ies) that are the subject of the Decision. The summary of justification sent to DG CAPC with the Decision of the Assessor with respect to each Claimant shall contain a statement indicating that the Claimant has signed the Certification of No Prior Compensation form in Appendix 9 of this Schedule.

41. To preserve the confidentiality of the identity of Claimants, the Director General, RCMP CAPC will not disclose the names of Claimants within the RCMP except in accordance with paragraph 39 of this Schedule.

42. The Assessor will establish and maintain an interest-earning trust account that will be used to make payments to Claimants.

43. The trust account will be established with a Canadian financial institution that is a member of the Canadian Payments Association. The Assessor shall employ a transaction reconciliation service with the Canadian financial institution such that cheques and Electronic Funds Transfers (EFTs) must be matched and balanced by the institution against the issued cheque and EFT records on a daily basis.
44. All interest accrued in the trust account will be remitted to Canada, less any amount required to cover bank fees associated with the account.
45. The Assessor will make all deposits and withdrawals relating to Claimant compensation from the trust account identified in this Schedule.
46. The Assessor shall not deposit or make withdrawals from the trust account for any item other than Claimant compensation or for the reimbursement of expenses owed to the Claimant under this Settlement Agreement.
47. The RCMP will make payment to the Assessor's trust account within 7 business days of receipt by the RCMP of the documentation requesting funds for payment of compensation.
48. The Assessor shall withhold from payment to Claimants any percentage or amount ordered by the Federal Court to be paid to Class Counsel. The Assessor shall make such payment to Class Counsel in accordance with the order of the Federal Court.
49. Except in the case of Level 2 Claims, within 60 days of the date on which a Decision is rendered in respect of a Claimant, the Assessor shall make payment to the Claimant in an amount equal to the amount to which he has determined that she is entitled, less any amount withheld for payment to Class Counsel.
50. In respect of Level 2 Claims, the Assessor will make payment to the Claimant after any reconsideration of the Decision has been decided or after the thirty day period to seek a reconsideration of the Decision has elapsed and no request was submitted, whichever is later.
51. Quarterly, the DG CAPC, will attend at the Office of the Assessor and will review/reconcile the Assessor's trust account (i.e., matching names of payees, amounts, dates of deposit, dates of payment and balance of funds). The Assessor and the DG CAPC, will agree to a mutually convenient time for this meeting once per quarter of the Fiscal Year.
52. 120 days after the Assessor makes the final payment(s) to Claimants, at the completion of the Claims Process the DG CAPC, will attend at the Office of the Assessor to conduct a final reconciliation of all payments in the Trust Account records and the list(s) of Claimants.

53. Under paragraph 64(1) and 64(2)(b) of the *Financial Administration Act*, R.S.C., 1985, c. F-11 the RCMP is required to provide the name of an individual recipient of compensation to the Public Account, and may withhold same only if permission is given by the Public Account Committee through the Office of the Comptroller General. The RCMP will seek permission to withhold the names of individual recipients of compensation under this Agreement.