

SCHEDULE B

CLAIMS PROCESS

Definitions

In this Schedule:

“**List**” means the List provided by Canada under Schedule B, Appendix 3, “Class Membership List”.

Supplementary Agreement

1. Pursuant to section 3.02(a) of the Agreement, the Parties will enter into a supplementary agreement that identifies the Assessor(s) and Administrator of this settlement and the terms of their appointment, at least seven days before the hearing for the Approval Order.

Obligations of Canada

2. Canada shall pay compensation to the Claimants only as is set out and in accordance with this Claims Process.
3. Payment will be made to the Claimants in accordance with the determinations made by the Assessor(s) as set out below.
4. Canada will provide the compensation payments to the Administrator, who will administer the payment of Claims in accordance with the Agreement and this Claims Process.

Language of work

5. The Administrator and Assessor(s) or their Offices must provide services in both official languages. All communications between the Administrator or Assessor(s) and Claimants will be in the official language of the Claimant’s choice.

Development of Claims Process

6. The Administrator shall develop an administrative process to administer the Claims of potential class members pursuant to the Agreement, including this Schedule, including:
 - (a) Establish and manage a trust account to administer settlement funds;
 - (b) Develop a process acceptable to the Parties to receive Claims by mail, fax, email, or on the Administrator’s website, at the choice of Claimants;

- (c) Provide information and respond to administrative inquiries concerning the Claims Process, or refer Claimants to Class Counsel or the Assessor;
- (d) Create and maintain an accessible website that provides Claim Forms and any related forms, information about the settlement and claims process, provides contact information and includes terms of use governing the Claimants' use of the website, including the Administrator's privacy policy, and the privacy policy that applies to the Office of the Administrator and the Assessors;
- (e) Create a secure Claims management platform that allows Claimants, the Administrator, and the Assessor to submit information and review files as required;
- (f) Ensure completeness of the Claims and contact Claimants where information is incomplete;
- (g) Conduct a preliminary review of class membership;
- (h) Acknowledge receipt of Claims;
- (i) Liaise with Canada or applicable third parties to obtain Claimants' records and other information, including as directed by the Assessor;
- (j) Prepare the Claims Package, as defined below, in a manner acceptable to the Assessor and transmit files to the Assessor in a timely manner, including the results of the Administrator's preliminary review of class membership; and
- (k) Keep accurate and complete records to allow for verification, audit, or review as required by the Agreement.

Coordination between the Assessor and the Administrator

7. The Administrator shall coordinate with the Assessor to ensure that its process and product are designed to ensure efficient administration of the Assessor's mandate.
8. Such coordination with the Assessor or her or his designates shall begin as soon as is reasonably practicable and shall continue throughout the administration of the Agreement as may be reasonably required from time to time.

Claimant Application

9. 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.
10. 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 through the Administrator 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 2 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, whether directly to the Assessor or through the Administrator.

11. No person may submit more than one Claim Form on her own behalf.

12. Where a Class Member does not submit a Claim Form, as prescribed in this Agreement, that Class Member will not be admitted to the Claims Process and any entitlement to make a Claim for compensation will be forever extinguished.

13. 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.

14. A Primary Class Member making a Claim will complete a Claim Form provided in Appendix 1 to this Schedule, setting out in detail the basis of her membership in the class, the particulars of the harassment complained of (including events, actors, location, time frame) and of the alleged injury and damage (collectively referred to as “injury”) caused.

15. A Claimant will provide the Claim Form in Appendix 1 to this Schedule to the Administrator within 180 days from the Implementation Date and, at the same time or within 60 days of the submission of the Claim Form, will provide relevant supporting documentation in her possession or control, including medical records and reports.

16. Relevant supporting documents and information will include, but not be limited to:

- (a) the particulars of the Claimant’s work or volunteer activity with the RCMP;
- (b) 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;
- (c) names and contact information of any witness to the Harassment;
- (d) 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);
- (e) the Claimant’s personnel file and any other file which may be relevant to the Claimant’s career progression (i.e. training; assignments; job competitions) and any conduct, complaint or grievance file in relation to the matters in question; and
- (f) any information or documents relevant to the Claimant’s attempts to mitigate her injury or loss.

17. The Administrator may make inquiries of a Claimant to request information or documentation to ensure the completeness of Claims and to conduct a preliminary review of class membership. If the Claimant is represented by counsel, the request will be made to the Claimant's counsel. The Administrator 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

18. The Claimant will also provide written consent to the release of documents in the possession of the Claimant's employer or the organization for which the Claimant volunteered, the RCMP, medical practitioners, hospitals and government health authorities, and other third parties if consent is required, in the form contained in Appendix 1 to this Schedule.

Attestation

19. A Claimant seeking compensation shall certify in writing 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, either directly or by providing her consent to its release, the relevant documents with respect to her Claim. In addition, a Claimant will certify that they have not received prior compensation by providing the Administrator with the signed form provided for in Appendix 8 to Schedule B.

Information and Document Gathering by the Administrator

20. The Administrator will ensure that all information and documents required by the Agreement have been gathered from the Claimant, the RCMP, and third parties, in accordance with the Agreement and this Schedule.

Review of Class Membership – Administrator

21. The onus will be on the Claimant to prove class membership.

22. The Administrator will conduct a preliminary review of class membership, prior to the Assessor, by:

- (a) reviewing a Claimant's Claim Form and supporting documentation;
- (b) checking the List provided by Canada, keeping in mind that the list may not be complete; and
- (c) if necessary, seeking information directly from the Claimant or from a third party, if the Claimant is not on the List, keeping in mind the importance of maintaining the Class Members' confidentiality to the extent possible.

23. The Administrator will make a preliminary recommendation as to whether the Claimant is a class member.

Prior Compensation – Administrator

24. Canada shall carry out the measures set out in Appendix 4 of this Schedule in order to satisfy Canada regarding whether a Claimant has been paid by Canada or a prior claim by her against Canada was otherwise resolved in respect of the same event(s) and injury(ies) as claimed in the Claim Form.

25. The Administrator will check to see if the Claimant's name is on the list of individuals paid prior compensation by Canada. It remains the Assessor's decision whether the Claim is precluded as a result.

Claim Package

26. The Administrator will assemble all Claimant material in an organized manner (the "Claim Package"). The Administrator will provide to the Claimant information and copies of documents which pertain solely to the Claimant. Copies of documents obtained from the RCMP, other government institutions, and the Claimant's employer or the organization for which the Claimant volunteered and which contain third party information will not be provided or disclosed to the Claimant.

27. The Administrator will also include in the Claim Package the Administrator's preliminary recommendation on class membership and whether the Claimant was on the list of individuals paid prior compensation.

28. The Administrator will provide a copy of the Claim Package to the Assessor.

29. The Assessor may make inquiries of a Claimant to request additional information or documentation to clarify any concerns, ambiguities or inconsistencies in the Claim, either directly or through the Administrator. 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.

Verification of Class Membership – Assessor

30. Before determining whether a Claimant is entitled to compensation, the Assessor must be satisfied that the Claimant is a Primary Class Member as defined in the Agreement.

31. The Assessor will take any additional necessary steps to verify that a Claimant is a Primary Class Member, keeping in mind the importance of maintaining the Class Members' confidentiality to the extent possible.

32. Where the Assessor has doubt that the Claimant is a Primary Class Member, he or she may request additional evidence of Class Membership from the Claimant or third parties sufficient to satisfy the Assessor.

33. If the Assessor cannot verify that the Claimant is a Primary Class Member, he or she shall deny the Claim and shall so notify the Claimant.

Prior Compensation – Assessor

34. The Assessor shall make all reasonable attempts to determine whether a Claimant has been paid, or a prior claim for compensation 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 4 of this Schedule. The Assessor may direct the Administrator to obtain information or obtain documents to facilitate the Assessor's determination.

Assessment and Determination of Claims

35. The Assessor shall determine whether the Claimant experienced Harassment at any time during the Class Period. If the Assessor cannot verify that the Claimant experienced Harassment he/she shall deny the Claim and shall so notify the Claimant.

36. If the Assessor determines that the Claimant experienced Harassment during the Class Period, the Assessor shall determine whether the Claim falls within Level 1 to 2 or within Level 3 to 6, by reference to Appendix 5 to this Schedule.

Level 1 and 2 Claims

37. 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 6 of this Schedule.

38. Within 30 days of a Claimant being sent the Assessor's Decision of a Level 2 Claim, the Claimant may, by submitting to the Administrator a Request for Reconsideration of a Level 2 Claim form in Appendix 7 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 the expiry of 60 days following the submission of her Claim Form.

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

40. Upon receipt by the Assessor of a Request for Reconsideration for a Level 2 Claim, if the Assessor grants the request, then the provisions applicable to higher level Claims apply, including a personal interview.

Level 3 to 6 Claims

41. For a Level 3 to 6 Claim the Assessor will review the Claim Package and will interview the Claimant. The Assessor, may, in his or her discretion, seek any information necessary to properly determine the Claim and may direct the Administrator to seek this information for the Assessor.

42. 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.

43. 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.

44. 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 9 to this Schedule to the Administrator, 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.

45. 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 or her to properly determine a Claim. The purpose of such consultation is to provide the Assessor with an expert opinion. The Assessor shall make his or her own determination on all aspects of the Claim.

Determination of Claim

23. 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 5 of this Schedule.

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

47. 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 22 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

48. Payment of compensation to a Claimant will be administered by the Administrator following a decision of an Assessor. The Administrator will request and receive the necessary funds from the individual within the RCMP Corporate Accounting, Policy and Control identified by the RCMP for this purpose (the "RCMP Representative"). 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 Administrator will make a request for funds to the RCMP Representative either once per month, on the first day of the month, or twice per month, on the first and fifteenth day of the month.

49. When requesting funds for payment of compensation, the Administrator will provide to the RCMP Representative 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.

50. 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.

51. To satisfy government financial accountability and audit requirements, the Administrator will also provide a document to be seen only by the RCMP Representative that identifies the names that correspond with the unique numerical pseudonyms. In the event the RCMP Representative is unavailable or unable to carry out the responsibilities set out in this Agreement, those responsibilities shall be carried out by the Director General, RCMP Corporate Accounting, Policy and Control (the "DG CAPC") or the RCMP Chief Financial Administrative Officer ("the CFAO"). Once the RCMP Representative, the DG CAPC or the CFAO is satisfied as to the purpose of the payment and the individual

recipient the RCMP Representative, the DG CAPC or CFAO will issue the funds IN TRUST to the Administrator.

52. The RCMP Representative 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 RCMP Representative, and, when the RCMP Representative is unavailable or unable to carry out the responsibilities set out in this agreement, the DG CAPC or the CFAO, will have access. Only the RCMP Representative, the DG CAPC and the CFAO will know the combination to the safe.

53. In the event that an audit or any other required process is undertaken, the RCMP Representative may provide the list to the auditor to show compliance with government financial accountability and audit requirements.

54. The RCMP Representative 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 RCMP Representative 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 8 of this Schedule.

55. To preserve the confidentiality of the identity of Claimants, the RCMP Representative will not disclose the names of Claimants except in accordance with this Schedule.

56. For the purposes of this Schedule, the RCMP Representative may be assisted by two additional persons within the Office of the DG CAPC: (i) the Director of Internal Control; and, (ii) the Senior Financial Manager of Internal Control, each of whom are subject to the same confidentiality provision applicable to the RCMP Representative as set out in this Schedule. Any reference to the RCMP Representative includes a reference to each of the Director of Internal Control and the Senior Financial Manager of Internal Control.

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

58. The trust account will be established with a Canadian financial institution that is a member of the Canadian Payments Association. The Administrator 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.

59. All interest accrued in the trust account will be remitted to Canada, less any amount required to cover bank fees associated with the account.

60. The Administrator will make all deposits and withdrawals relating to Claimant compensation from the trust account identified in this Schedule.

61. The Administrator 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.

62. Canada will make payment to the Administrator's trust account within 7 business days of receipt and validation by Canada of the documentation requesting funds for payment of compensation.

63. The Administrator shall withhold from payment to Claimants any percentage or amount ordered by the Federal Court to be paid to Class Counsel in respect of Class Counsel fees. The Administrator shall make such payment to Class Counsel in accordance with the order of the Federal Court.

64. 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 Administrator shall make payment to the Claimant or, where the Claimant has provided the Administrator with a direction to pay her counsel or law firm IN TRUST, to that counsel or law firm, in an amount equal to the amount to which the Assessor has determined that she is entitled, less any amount withheld for payment to Class Counsel.

65. In respect of Level 2 Claims, the Administrator will make payment to the Claimant or, where the Claimant has provided the Administrator with a direction to pay her counsel or law firm IN TRUST, to that counsel or law firm, within 60 days after the earliest of:

- (a) 30 days after the Claimant is sent the Assessor's Decision and no Request for Reconsideration has been received by the Administrator;
- (b) the Claimant's Request for Reconsideration is denied; or
- (c) the Administrator receives confirmation from the Claimant that she is waiving her right to submit a Request for Reconsideration.

66. Monthly, or more frequently if required, the RCMP Representative, will attend at the office of the Administrator and will review/reconcile the Administrator's trust account and specific documents in files (i.e., confirming assessment level, reviewing proof of class membership, matching names of payees, amounts, dates of deposit, dates of payment and balance of funds). The Administrator and the RCMP Representative, will agree to a mutually convenient time for these meetings. A workspace will be made available to the RCMP Representative when attending the office of the Administrator.

67. 120 days after the Administrator makes the final payment(s) to Claimants, at the completion of the Claims Process the RCMP Representative, will attend at the office of the Administrator to conduct a final reconciliation of all payments in the Trust Account records and the list(s) of Claimants.

68. Under paragraph 64(1) and 64(2)(b) of the *Financial Administration Act*, R.S.C., 1985, c. F-11, Canada 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. Canada will seek permission to withhold the names of individual recipients of compensation under this Agreement, and will only provide the names if permission to withhold them is denied.