

**Agreement between
The CPA Bargaining Agents
("The Bargaining Agents")
And
The Treasury Board of Canada
("The Employer")
With regard to the Catch-up Clauses in the
June 2019 MOA on Damages caused by the Phoenix Pay System
CATCH-UP CLAUSE RELATED TO THE JUNE 2019 MOA**

GENERAL PRINCIPLES

1. The "Memorandum of Agreement on Damages caused by the Phoenix Pay System" between the Employer and bargaining agents dated June 12, 2019 (the June 2019 MOA) contains a "catch-up" clause which provides:
"The Employer agrees to incorporate into this agreement any damages measures negotiated with any other Bargaining Agents representing the CPA employees that are more generous than those in this agreement."
2. On October 23, 2020 the Employer and the Public Service Alliance of Canada (PSAC) entered into the "The PSAC Memorandum of Agreement on Damages caused by the Phoenix Pay System" (2020 PSAC MOA).
3. In the 2020 PSAC MOA, the PSAC members received general damages of up to \$1,500 (\$600 in 2016-17 and \$300 for the 3 subsequent fiscal years) instead of up to 5 days of leave as was provided in the June 2019 MOA, and general damages of up to \$1,000 for the late implementation of the 2014 collective agreements (\$400 in 2016-17 and \$200 for the 3 subsequent fiscal years).
4. The purpose of this agreement is to set out how the catch-up clause in the June 2019 MOA will be implemented with respect to the additional damages measures contained in the 2020 PSAC MOA.
5. The present agreement covers financial compensation for the following four (4) fiscal years: 2016/2017, 2017/2018, 2018/2019 and 2019/2020.

COMPENSATION

General compensation

6. Current employees who have been credited leave or are entitled to be credited leave under the June 2019 MOA cannot substitute their leave entitlement in exchange for a lump sum payment in general damages specified in the 2020 PSAC MOA.

7. The cash equivalent value of a day's leave under the June 2019 MOA will be considered as \$300 for current and former employees.

8. Notwithstanding paragraph 6, current employees with a daily rate of pay of less than \$300 will be eligible to receive, for each fiscal year for which they have been credited leave or are entitled to be credited leave, any difference between their daily rate of pay and \$300. To receive the payment, the difference must exceed \$10 for each of the fiscal years. As indicated in paragraph 3, for 2016-17, the general damages payment for PSAC employees is \$600. Therefore, if the difference between the employee's daily rate of pay and \$300 exceeds \$10 in 2016-17, the employee will receive double the amount of the difference for that fiscal year.

9. Following the submission of a claim and validation, former employees with a daily rate of pay of less than \$300 will be eligible to receive, for each fiscal year for which they have received or are entitled to receive a cash payment equivalent to the leave, any difference between their daily rate of pay and \$300. To receive the payment, the difference must exceed \$10 for each of the fiscal years. As indicated in paragraph 3, for 2016-17, the general damages payment for PSAC employees is \$600. Therefore, if the difference between the employee's daily rate of pay and \$300 exceeds \$10 in 2016-17, the employee will receive double the amount of the difference for that fiscal year.

Late Implementation of the 2014 Collective Agreements

10. Notwithstanding clause 42 of the June 2019 MOA, which was made without prejudice to the rights of Bargaining Agents in respect of damages or other corrective measures for the 2014 late implementation of the collective agreements; the Employer will compensate all current employees with a lumpsum payment of \$400 for 2016/2017 and \$200 for each of the 2017/2018, 2018/2019 and 2019/2020 fiscal years for the late implementation of the 2014 collective agreements.

11. Former employees will be eligible, following the submission of a claim and validation, to be compensated for payment under paragraph 10.

Eligibility and Payment for General Compensation and late implementation of the 2014 Collective agreements

12. The following provisions apply to compensation under clauses 6 to 9 (general compensation) as well as 10 and 11 (late implementation):

a. For the purpose of clause 8, the parties recognize that for the purpose of consistency of application across the public service in assessing employee status and entitlements to general compensation during the period covered by the agreement, Phoenix data as of the date of October 23, 2020 will be used.

b. In order to be eligible for the compensation under clauses 6 to 9 and 10 and 11, an employee needs only to have been on strength for one day in the financial year to which a lump sum payment pertains. For greater clarity, the term “on strength” refers to all employees employed in the CPA, whether or not they are on leave, assignment or otherwise not active.

c. Employees eligible under this agreement who may also be eligible under the 2020 PSAC MOA shall only be entitled once for compensation for any given fiscal year whether as a current employee or former employee of the CPA, or of a separate agency.

d. Any monies paid for compensation under clauses 6 to 9 and 10 and 11, are subject to applicable statutory deductions, if any, and are non-pensionable.

e. The compensation will be provided to current and former employees on a best effort basis by the Employer.

DEFINITIONS

13. Current employees: are individuals employed under the Public Service Employment Act that are indeterminate or terms of more than three (3) months on October 23, 2020 and who were eligible during the period covered by this agreement.

14. Former employees: are individuals who were employed under the Public Service Employment Act either on an indeterminate basis or for a term of more than three (3) months during the period covered by this agreement and who have resigned, been terminated, retired or become deceased (estates of deceased employees) before the date of October 23, 2020.

APPLICATION

15. This agreement will apply to the bargaining agents that are parties to the June 2019 MOA who sign this agreement and their members.

BARGAINING AGENTS RESPONSIBILITIES AND CONDITIONS

16. In exchange for the compensation provided in clauses 10 and 11 (late implementation), the Bargaining Agents agree to withdraw all related grievances (individual, group and policy), Unfair Labour Practice complaints and any other litigation related to the late implementation of the 2014 collective agreements. In addition, the Bargaining Agents will not support or commence new litigation with regards to the late implementation of the 2014 collective agreements.

17. The Bargaining Agents further agree that in exchange for the compensation provided in this agreement, the Employer has satisfied all of its obligations under the catch-up clause and the Bargaining Agents and their members will not be entitled to, and will not pursue any claims respecting, any additional damages measures granted to a bargaining agent that is not party to this MOA pursuant to the “catch-up” clause or any other agreement.

18. The Bargaining Agents agree that this agreement constitutes a full and final settlement of the matters referred to herein.

19. This agreement is made without prejudice to the rights of the Bargaining Agents to pursue matters not covered by this agreement, including those respecting the consequences of the Phoenix Pay System on the processing of union dues.

20. The Oversight Committee established under the June 2019 MOA will be responsible to discuss and resolve issues related to the implementation of the MOA.

21. The parties recognize that final agreement is subject to approval by the Employer and each Bargaining Agent’s governing body.

Original Signed by:

M. Boucher, National President
Canadian Merchant Service Guild

S. Hassan, Assistant Deputy Minister,
Employment Conditions and Labour Relations
Treasury Board of Canada Secretariat