

Memorandum of Understanding

Between

UCCO-SACC-CSN

And

Correctional Service of Canada

This is an agreement to implement the Federal Public Sector Labour Relations and Employment Board decision (2017 FPSLREB 6), between UCCO-SACC-CSN and the Correctional Service Canada.

Considering the Panel of the Board decision, the parties hereby agree to the following:

Entitlement

- 1. The settlement will apply to all CX employees affected (herein after referred to as "affected employees") by the decision and who were employed as of October 14, 2014. For the sake of clarity, this includes all correctional officers that received injury-on-duty leave after the implementation of 'Bulletin 2014-04 – National Direction – Injury-On-Duty Leave' (IODL) and before August 1, 2017; and, whose approved injury-on-duty leave would have been maintained under 'Bulletin 2006-05: Injury-On-Duty Leave', but was limited or terminated under the parameters of Bulletin 2014-04, as defined in the decision. Affected employees is also understood to mean all active or retired employees who filed a grievance(s) relating to this issue, or those who were affected, either active or retired employees, but did not file a grievance. Affected employees are those who appear on the list contained in Annex C; their period of entitlement is also identified.**
- 2. CSC will pay damages via a taxable lump sum payment that is equivalent to the difference of pay between what the affected employee would have received had they remained on IODL and the Worker's Compensation Board (WCB) wage-loss benefits the affected employee received. From the lump sum payment calculation, CSC will withhold the amount corresponding to the union dues remittance and will pay those contributions directly to UCCO-SACC-CSN. CSC will then include in the lump sum amount the reimbursement of medical insurance premiums (MSP) of those affected employees who were required to pay their own.**
- 3. CSC will credit all sick leave, annual leave and lieu hours that would have been earned had the affected employees been kept on IODL. Applicable credits will be returned to the employee's leave banks in HRMS but will be subject to the relevant carry-over and pay-out provisions under the collective agreement. The rate of pay for the pay-out of lieu hours will be at that applicable to his or her substantive position on December 31st of the year the lieu hours would have been accumulated. The rate of pay for the pay-out annual leave will be that applicable to his or her substantive position on March 31st**

of the fiscal year the leave would have been accumulated. If the affected employee is entitled to a pay-out of lieu or annual leave, the amounts will be included in the lump sum amount.

4. If the affected employee is entitled to the payment of the CX Allowance because their leave period was prior to May 30, 2016 (date at which the CX Allowance was rolled into the regular salary pursuant to the collective agreement signed on February 20, 2018), the amount will be included in the lump sum amount to be paid.
5. If the affected employee received benefits from SunLife or from Industrial Alliance (the insurer) during the relevant period, the affected employee will sign a waiver allowing CSC to repay these benefits directly to the insurer on their behalf (Annex B). This amount will be withheld and deducted from the amount of the lump sum payment.
6. It is further understood that the lump sum payment will be treated as income in the year in which it is paid to the affected employee.

Implementation of Settlement

7. UCCO-SACC-CSN will provide CSC with:
 - a. the amount of the wage-loss benefit that each affected employee received for the relevant period, as issued by the WCB;
 - b. the amount paid for medical insurance premiums (MSP) for the relevant period, if applicable, as issued by the Province of British Columbia;
 - c. the amount relative to the benefits paid by SunLife/Industrial Alliance for the relevant period, where applicable, as issued by the insurer; and
 - d. the completed IFMMS Direct Deposit Request form (form # CSC 1256) along with a "void" cheque or an attestation from the bank (Annex D).
8. Within thirty (30) calendar days thereafter, CSC will provide each affected employee with a letter detailing their entitlement (see example in Annex A), if all required information is available, via their designated UCCO-SACC-CSN representative.
9. Payment will be processed by CSC Corporate Services Sector (Finance) and will be issued to the affected employee within eighty (80) calendar days of the reception of the signed Annex A.
10. Leave credits will be adjusted in the Human Resource Management System (HRMS) within thirty (30) calendar days of the reception of the signed Annex A.
11. Affected employees who are not included on the list or whose period of eligibility is incorrectly stated in Annex C may object to the omission or to the period referenced thirty (30) calendar days following the signing of this Memorandum of Understanding (MOU). Omissions will be corrected or explained, as the case may be, within (30) calendar days of the objection. Once the parties agree to the inclusion on the list, CSC will endeavour to calculate entitlements within thirty (30) business days, understanding that the affected employee is required to provide CSC with their statement of earnings from the relevant WCB and the MSP, as well as SunLife/Industrial Alliance if applicable, via their designated UCCO-SACC-CSN representative.

Administrative Aspects of the Settlement

12. Where disagreements arise regarding individual entitlements, as listed in Annex A, the individual case will be submitted to a FPSLRB mediation-arbitration process. The mediator-arbitrator's decision is to be based solely on the parameters agreed upon within this MOU. Also, the mediation-arbitration decision will be final and will not be subject to judicial review, nor will it be precedent setting regarding its application to other cases, or to the interpretation of the collective agreement.
13. The parties enter into this agreement, on a without prejudice and precedent basis to any position either party may take on such matters at hearing or during the collective bargaining process.
14. Upon confirmation of the payment of the lump sum and the crediting of the leave to the affected employee, UCCO-SACC-CSN will consider the affected employees as 'made whole' and agrees to withdraw the individual grievance related to this matter, if applicable, within ten (10) business days.

Dated at Ottawa, this 23 day of May 2019.


Mick Fabiano
Assistant Commissioner
Human Resource Management
Correctional Service Canada


Jeff Wilkins
National President
UCCO-SACC-CSN