

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF QUÉBEC

SUPERIOR COURT
(Class Action)

N° : 200-06-000214-174

EZMIE BOUCHARD

Plaintiff

c.

THE ATTORNEY GENERAL OF CANADA

Defendant

SETTLEMENT AGREEMENT

PREAMBLE

WHEREAS the federal government implemented the Phoenix pay system on February 24, 2016, in a number of departments and organizations and, following its implementation, several pay issues were identified.

WHEREAS on April 3, 2018, by judgment of the Honourable Jean-François Émond, Superior Court of Quebec judge, the Plaintiff was authorized to institute a class action on behalf of a group of individuals defined as follows.

- a. All persons who had an employment relationship with the Government of Canada at any time during the Class Period, **excluding those subject to the grievance procedure under Part 2 (sections 206, 208 and 209) of the *Public Sector Labour Relations Act*** (the “Class”);
- b. All persons in the Class defined in paragraph a. who, during the Class Period, were affected by one or more errors related to their compensation or tax records, termination records, or any other type of record related to their compensation or employment while they had an employment relationship with the Government of Canada and/or after their employment relationship with the Government of Canada ended (the “**First Subclass**”);

- c. All persons in the Class defined in paragraph a. who, during the Class Period, received 50% or less of their earnings, employment insurance benefits or leave of absence pay, retirement pay or any form of remuneration in connection with their current or former employment relationship with the Government of Canada for four weeks or more (the “**Second Subclass**”).

WHEREAS the Court has appointed the Plaintiff as the representative of the Class Members.

WHEREAS the Honourable Jean-François Émond, S.C.J., identified the principal questions of law and fact to be addressed collectively as follows:

1. Did the Government of Canada fail in its obligation to properly manage the remuneration of its employees?
2. Did the Government of Canada negligently manage the crisis generated by the failures of the Phoenix pay system?
3. Did Class Members suffer moral prejudice as a result of the failures of the Phoenix pay system, and if so, how much should this prejudice be assessed for?
4. Did First Subclass Members suffer moral prejudice as a result of the failures of the Phoenix pay system that affected their file, and if so, how much should that prejudice be assessed for?
5. Did Second Subclass members suffer moral prejudice as a result of the failures of the Phoenix pay system that resulted in a reduction of at least 50% of their pay for a period of four weeks or more, and if so, how much should that prejudice be assessed for?
6. Is the federal government liable for the harm caused to members of the Class and two subclasses, respectively, by the failures of the Phoenix pay system?
7. Does the federal government have an obligation to pay the salaries of its employees in full and on time?
8. If so, should the Court order the payment of arrears of wages and other payments owed to Government of Canada employees, with interest and additional compensation from the time of default?
9. If so, what is the earliest established date of the default?

WHEREAS another application for authorization to institute a class action regarding the Phoenix pay system was filed on August 2, 2018, in the *Court of Queen's Bench of Alberta* in case number 1801 10956 (*Renée Delorme v. Her majesty the Queen in Right of Canada and IBM Canada Limited (Delorme)*).

WHEREAS Ezmie Bouchard, both personally and as representative of the Class Members, has filed a statement of claim in which she seeks compensatory damages.

WHEREAS the Parties have recently reached an agreement in principle, subject to the approval of the Court, to fully and finally settle out of court all past, present and potential rights and actions of Class Members arising directly or indirectly from the issues in connection with the implementation of the Phoenix pay system for fiscal years 2016/2017 to 2019/2020. The Class Period begins on February 24, 2016, at 12:00 a.m. and ends on March 31, 2020, at 11:59 p.m..

WHEREAS the agreement in principle is duly reflected in this Settlement Agreement.

WHEREAS the Parties agree that this Settlement Agreement and its approval by the Court do not constitute an admission of fact or law by the Defendant, and that nothing in this Settlement Agreement or the Agreement in Principle shall be construed as an admission of liability on the part of the Defendant.

WHEREAS following the judgment authorizing the class action, the notices to Members have not yet been published, therefore, they may opt out of the Class within sixty (60) days following the publication of the notice setting the approval date of the Settlement Agreement by the Court. If they do not opt out, they shall be bound by any judgment approving the Settlement Agreement, all in accordance with section 580 of the *Code of Civil Procedure*.

WHEREAS all the circumstances, including the undertakings, agreements and releases set forth below, the Parties believe that this Settlement Agreement is fair, reasonable, equitable and in the best interests of the Class Members in accordance with applicable case law.

WHEREAS this Settlement Agreement shall automatically become null and void and of no effect if it is not approved without significant changes by a final judgment of the Court pursuant to section 590 of the *Code of Civil Procedure*.

THEREFORE, AND SUBJECT TO THE COURT’S APPROVAL PURSUANT TO SECTION 590 OF THE CODE OF CIVIL PROCEDURE, THE PARTIES AND THEIR COUNSEL AGREE AS FOLLOWS:

The purpose of this Settlement Agreement is to compensate Class Members in accordance with the terms and subject to the conditions set forth herein.

1. DEFINITIONS

1.1. For the purposes of this Settlement Agreement, of which the preamble and schedules are an integral part, the following terms shall have the following meanings:

“**Approved Member**” means a Member whose Claim is approved by the Claims Office or the Court;

“**Approved Member Representative**” means a representative of a Member whose claim is approved by the Claims Office or the Court;

“**Claims Office**” means the Treasury Board of Canada Secretariat Claims Office;

“**Class Action**” means the class action commenced by Ezmie Bouchard in the Superior Court, District of Quebec, case number 200-06-000214-174;

“**Court**” means the Superior Court of Quebec in the district of Quebec City presided by the Honourable Jean-François Émond or the judge assigned to hear the application for approval of this Settlement Agreement.

“**Fiscal Year 2016/2017:**” February 24, 2016, to March 31, 2017;

“**Fiscal Year 2017/2018:**” April 1, 2017, to March 31, 2018;

“**Fiscal Year 2018/2019:**” April 1, 2018, to March 31, 2019;

“Fiscal Year 2019/2020:” April 1, 2019, to March 31, 2020;

“Form” means the claim form attached to this Settlement Agreement as Schedule A;

“Member” is as defined in the judgment authorizing the class action without distinguishing between Members of the First Subclass and the Second Subclass: “All persons who had an employment relationship with the Government of Canada at any time during the Class Period, excluding those subject to the grievance procedure under Part 2 (sections 206, 208 and 209) of the *Public Service Labour Relations Act*” (now the *Federal Public Sector Labour Relations Act*, S.C. 2003, c. 22, s. 2) For greater certainty, former public servants (retired, resigned or otherwise) are Members only to the extent that they are not excluded under this definition.

“Member Representative” means a person duly authorized to act on behalf of a deceased or incapacitated Member;

“Phoenix Damage Agreements” means the following Phoenix Damage Agreements between the Treasury Board and its bargaining units and similar agreements with separate agencies as defined in the *Federal Public Sector Labour Relations Act*, S.C. 2003, c. 22, s. 2:

- Agreement between the Core Public Administration Bargaining Agents (“the Bargaining Agents”) and the Treasury Board (“the Employer”) concerning damages caused by the Phoenix pay system (approved June 12, 2019);
- Agreement between the Public Service Alliance of Canada (PSAC) (“the Bargaining Agent”) and the Treasury Board of Canada (“the Employer”) (approved October 23, 2020);
- Agreement between the Core Public Administration Bargaining Agents (“the Bargaining Agents”) and the Treasury Board of Canada (“the Employer”) with regard to the Catch-up Clauses in the June 2019 Memorandum of

Understanding on Damages caused by the Phoenix Pay System (approved March 3, 2021);

- Agreement between The National Police Federation (NPF) (“The Bargaining Agent”) and The Treasury Board of Canada (“The Employer”) (approved August 6, 2021).

“**Settlement Agreement**” means this Settlement Agreement, the preamble and the schedules thereto;

1.2. The Compensation Period for purposes of calculating financial compensation shall begin on February 24, 2016, at 12:00 a.m. and end on March 31, 2020, at 11:59 p.m.

2. COMPENSATION, PAY IN ARREARS AND LEGAL FEES FOR PLAINTIFF’S COUNSEL

Compensation awarded to Recognized Members

2.1. The Defendant shall compensate Recognized Members in the form of a lump sum payment as follows:

- Fiscal year 2016/2017: a maximum of \$350.00;
- Fiscal year 2017/2018: a maximum of \$175.00;
- Fiscal year 2018/2019: a maximum of \$175.00;
- Fiscal year 2019/2020: a maximum of \$175.00.

2.2. To be eligible for compensation under paragraph 2.1, the Member must have worked at least one day during the given fiscal year for any of the departments and organizations listed in Schedule B attached hereto and have experienced pay problems.

2.3. A Member who is eligible for compensation or has received compensation pursuant to the Phoenix Damage Agreements will not be entitled to receive compensation under this Settlement Agreement for the corresponding fiscal year.

2.4. Compensation will be paid without interest or additional compensation.

- 2.5. The compensation paid to a Recognized Member will be reduced to cover any other applicable statutory deductions, including any amount owing or to be owed to the *Fonds d'aide aux actions collectives*. The compensation to which a Member may be entitled will be used to reduce any amount owing to the federal government, if any. The compensation will not be reduced by any amount received under the following programs established by the federal government: Compensation for out-of-pocket expenses, Claims for compensation for impacts on income tax and government benefits, Claims for an advance of government benefits, Reimbursement for costs of tax advice.
- 2.6. It is understood that no other compensation will be paid to Recognized Members.
- 2.7. The compensation is not pensionable under the *Public Service Superannuation Act*, R.S.C., 1985, c. P-36.

Payment of Pay in Arrears

- 2.8. Members' payment in arrears shall be processed by their respective compensation teams, by the Department of Public Works and Government Services (also known as Public Services and Procurement Canada) or the department or organization they worked for.
- 2.9. Payments shall be made only through the existing federal government pay system.

Fees

- 2.10. For legal fees, the Defendant agrees to pay the Plaintiff's counsel, in addition to the compensation to Members, a single payment of one million four hundred thousand dollars within sixty days of the judgment approving this Settlement Agreement. Court revision of the legal fees, if any, will not invalidate the settlement.
- 2.11. The plaintiff and her counsel agree that this settlement agreement is not subject to the approval of the *Fonds d'aide aux actions collectives (the Fonds)*. The refusal by the *Fonds* to approve the amount to be refunded, which is equivalent to the amount of financial aid received by the plaintiff's counsel for fees and disbursements, including

expert fees and applicable tax, or the claim by the *Fonds* of any amount or balance, will not be a ground for termination of this settlement agreement.

- 2.12. Notices to Members concerning the approval of this Settlement Agreement and the subsequent notice of judgment approving this Settlement Agreement, including the Form, if any, shall be provided to Members by the Defendant, who shall bear all publication and transmission costs.
- 2.13. Subject to Court approval, notices to Members will be posted on the Government of Canada's website (canada.ca) and the websites of all departments and organizations listed in Schedule B, every day for thirty consecutive days, on the social media accounts of the Government of Canada and of the departments and organizations listed in Schedule B, on the Superior Court's Registry of class actions website, and on the website of the Plaintiff's counsel.

3. CLAIMS PROCESS AND CLAIMS OFFICE MANAGEMENT

3.1 Claims Office

- 3.1.1. The Treasury Board Secretariat's Claims Office will be responsible for processing and payment of all claims in accordance with this Settlement Agreement.
- 3.1.2. An online claims portal shall be created for Members to file a claim. This portal shall be active within seven days following the Settlement Agreement approval judgment.
- 3.1.3. Within ninety (90) days of the last accepted or denied claim being fully processed, a Claims Office representative shall provide a sworn statement that no claims are pending.
- 3.1.4. Within thirty (30) days of receipt of the sworn statement referred to in subparagraph 3.1.3, and subject to any challenge made pursuant to section 4 of this Settlement Agreement, the Plaintiff's counsel agrees to file an application for a judgment of closure, releasing the Claims Office from any obligations

under the Settlement Agreement.

3.1.5. All claims submitted to the Claims Office are subject to the *Privacy Act*, R.S.C., 1985, c. P-21.

3.1.6. No legal action or proceeding may be commenced against the Claims Office or any of its employees, agents, partners, associates, representatives or their respective assigns in respect of any matter relating in any way to the Settlement Agreement, the administration of the Settlement Agreement terms and the payments, except with the approval of the Court.

3.2. Deadline for submitting a claim

3.2.1. The claim Form must be submitted through the portal or by mail to the Claims Office within six (6) months of the Settlement Agreement being approved. The link to the portal and/or the Form will be attached to the notice to Members of the approval of the Settlement Agreement.

3.3. Claims procedure

3.3.1. To be compensated, a Member must complete and submit to the Claims Office a signed Form setting out:

- a. their full name, mailing address, email address, telephone number (home, mobile, office), date of birth, Personal Record Identifier (PRI);
- b. that they worked on one day in any given fiscal year (s) covered by this Settlement Agreement;
- c. that they experienced pay problems;
- d. that they agree they will not receive compensation if they are eligible for compensation or have received compensation pursuant to the Phoenix Damage Agreements and, if so, for which fiscal year(s).

3.3.2. An incomplete or incorrectly completed Form shall not constitute grounds for denying compensation to a Member or Member Representative under this Settlement Agreement. Upon receipt of an incomplete or incorrectly completed Form, the Claims Office shall contact the Member or Member Representative, if possible, and allow the Member or Member Representative to correct any errors in the Form within 30 days.

3.3.3. If the claim remains incomplete and more than thirty (30) days have passed since the Claims Office's last communication, the Claims Office may reject the claim.

3.4. **Claims made by the Representative of a deceased or incapacitated Member**

Claims made on behalf of the estate of a deceased or incapacitated Member may be submitted by a legal representative. Copies of documents attesting to the representative's eligibility to act on behalf of the claimant or estate must be provided according to the applicable laws.

3.5. **Claims Office decision**

3.5.1. The Claims Office will begin processing claims within a reasonable time, no later than the date of the deadline for making a claim.

3.5.2. The Claims Office shall communicate an unfavourable decision, with reasons, in writing to the Member or Member Representative.

3.5.3. A favourable or unfavourable decision will be posted in the portal for Members who submitted their claim online, and sent by mail for Members who submitted their claim by mail. Members who submitted their claim online will be notified by email that the decision has been posted in the portal.

3.5.4. Subject to section 4, the Claims Office's decision shall not be subject to judicial review or other proceedings.

4. REVIEW AND CONTINUING JURISDICTION

- 4.1. Within thirty (30) days of the Claims Office’s written decision denying the claim in whole or in part, the Member or Member Representative may request the review of the decision by providing written notice to the Claims Office that they disagree and stating the reasons for requesting a review. The request for review can be sent by email or by mail. The request must be filed with or received by the Claims Office within the thirty-day period. The Claims Office’s decision will state the right and time limit to file a request for review.
- 4.2. The review will be heard by the Court and will be limited to the interpretation and application of the Settlement Agreement by the Claims Office, and excludes review of terms and conditions of compensation set forth in this Settlement Agreement and approved by the Court.
- 4.3. Upon timely receipt of the notice referenced in paragraph 4.1, the Claims Office will send a copy of the notice to the Plaintiff’s counsel and the Court along with
- a. a copy of the Claims Office’s decision;
 - b. all written submissions and supporting documents;
 - c. any other Claim-related evidence the Claims Office has in its possession;
 - d. any other information or documents the Court may request.
- 4.4. The Court will hear the dispute on a date to be determined by the Court.
- 4.5. The Court’s judgment will be final and not subject to appeal.

5. FINAL RELEASE IN FAVOUR OF THE DEFENDANT

- 5.1. The Defendant’s settlement offer was made in consideration of the Defendant obtaining a full, final and complete release with respect to the Compensation Period as mentioned at paragraph 1.2.

- 5.2. Class Members who did not opt out within the Opt-Out Period give a full and final release to the Defendant, its departments, entities, employees, agents, directors and other officers, past and present, successors and assigns, and its insurers, from all claims, demands, liabilities and causes of action, of whatever nature, under civil law, common law, public law, Charter or statutory law, for all damages, contributions, compensation, costs, disbursements or expenses, expenses and interest of every kind and nature—pecuniary or non-pecuniary, exemplary or punitive—including stress, distress and inconvenience, whether past, present or future, arising directly or indirectly from or in connection with the authorization judgment or the facts alleged in the statement of claim. Class Members who did not opt out within the Opt-Out Period agree not to commence any proceedings against the Defendant or any other person who may have a claim against the Defendant for warranty, compensation, contribution or damages.
- 5.3. For greater certainty, it is understood that the release referred to in paragraph 5.2 includes any proceedings, regardless of type or name (claim, action, appeal, grievance, complaint or challenge) and regardless of the judicial or administrative tribunal or court in which it is pursued.
- 5.4. The Plaintiff and her counsel agree to cooperate with the Defendant in any proceedings that may be necessary to enforce the release resulting from the Settlement Agreement in the proposed *Delorme* Class Action.
- 5.5. For greater certainty, it is understood that the Settlement Agreement shall in no way constitute an admission of liability by the Defendant, either as a matter of fact or law, and that this Settlement Agreement shall not be introduced into evidence in any proceeding other than this one, past, present or future.
- 5.6. Each Recognized Member or Recognized Member Representative shall also sign a specific release on the Form in order to receive compensation from the Claims Office.
- 5.7. The Settlement Agreement and any documents (including any drafts), proceedings, discussions or negotiations used directly or indirectly in connection therewith shall not be named, admitted or introduced into evidence in any pending or future civil, criminal

or administrative proceeding or action, except as follows and in accordance with the terms of this Settlement Agreement:

- a. To obtain any judgment, order or direction of the Court in connection with this Settlement Agreement;
- b. If the Defendant is required to defend a released claim or otherwise demonstrate *res judicata* with respect thereto;
- c. When required by law.

5.8. For greater certainty, it is understood that the approval judgment shall order and declare that the release described in this section of the Settlement Agreement constitutes a transaction within the meaning of sections 2631 et al. of the *Civil Code of Quebec* and is binding on all Members who have not opted out.

6. MISCELLANEOUS PROVISIONS

Presentation

- 6.1 This Settlement Agreement has been divided into sections and paragraphs and headings have been included; this is for reference purposes only and does not affect the interpretation of this Settlement Agreement.
- 6.2 The terms “herein, hereof, hereunder” and similar expressions refer not to any particular paragraph or portions hereof, but to this Settlement Agreement.
- 6.3 Unless the context otherwise requires, references herein to paragraphs and schedules are to the paragraphs and schedules of this Settlement Agreement.

Scope

- 6.4 In this Settlement Agreement, words importing the singular include the plural and vice versa. Words importing the feminine gender shall include the masculine gender and vice versa.

Deadline

- 6.5 If the day on which any action is to be taken hereunder is not a business day, such action shall be taken on the next business day.

Enforceability

- 6.6 This Settlement Agreement, when approved, shall be binding on all Members who have not opted out.

Comprehensive agreement

- 6.7 This Settlement Agreement, including its schedules, constitutes a transaction within the meaning of section 2631 of the *Civil Code of Quebec*, and is binding on all Parties and Members, and shall supersede any prior negotiation or agreement between the Parties.

Modification

- 6.8 This Settlement Agreement and the dates and deadlines set forth herein may be modified only with the approval of the Court.

Miscellaneous provisions

- 6.9 All dollar amounts referred to are in Canadian dollars.
- 6.10 The invalidity or illegality of any provision shall not affect the remaining provisions of the Settlement Agreement, which shall be deemed independent of each other.
- 6.11 This Settlement Agreement shall be governed by and construed in accordance with the laws of Quebec and applicable federal laws.
- 6.12 This Settlement Agreement and the schedules have been drafted in French, and in the event of any conflict between the French and English versions of this Settlement Agreement, the French version shall prevail.
- 6.13 Each signatory declares that they are fully authorized to agree to the terms and conditions of this Settlement Agreement and to execute it on behalf of the Party for

which they are signing.

- 6.14 The Parties may sign the Settlement Agreement and any documents related thereto in multiple copies by electronic signature. In such case, each copy shall constitute an original. Such copies shall together constitute one and the same Settlement Agreement.
- 6.15 No amount payable to a Member under the Settlement Agreement may be assigned, and any assignment is absolutely void.

IN WITNESS WHEREOF, THE PARTIES AND THEIR COUNSEL HAVE SIGNED:

QUEBEC CITY, this 18 day of August
2023

OTTAWA, this 6 day of September
2023



EZMIE BOUCHARD
Plaintiff



JACQUELINE BOGDEN
Chief Human Resources Officer
Treasury Board of Canada Secretariat
For the Attorney General of Canada

QUEBEC CITY, this 18 day of August
2023

MONTREAL, this 31 day of August
2023



SARAÏLIS AVOCATS INC.
Counsel for the Plaintiff



**ATTORNEY GENERAL OF
CANADA**
Counsel for the Defendant

SCHEDULE A



Government
of Canada

Gouvernement
du Canada

Claim Form for Compensation for Damages for Injury Caused by the Phoenix Pay System Bouchard Class Action Settlement Agreement

Eligibility

To make a claim for compensation for damages caused by the Phoenix pay system, as a member of this class action, you must:

- have been employed by the Government of Canada, in one or more of the departments and organizations listed in Appendix A,
- have been employed on a casual basis, as a student, on a term basis of less than three months or on a part-time basis (not ordinarily required to work more than a third of the normal period for persons doing similar work);
- have been employed for at least one day in one, or more, fiscal years in which you experienced a pay problem. Compensation is based on eligibility for each fiscal year as follows:
 - 2016–2017 (February 24, 2016, to March 31, 2017)
 - 2017–2018 (April 1, 2017, to March 31, 2018)
 - 2018–2019 (April 1, 2018, to March 31, 2019)
 - 2019–2020 (April 1, 2019, to March 31, 2020).

Eligibility limits

If you have received, or are eligible to receive, compensation from one or more of the following agreements (or one or more of the similar agreements with the separate agencies) for a given fiscal year, you will not be eligible for compensation under the settlement agreement for that same fiscal year:

- Agreement between the Core Public Administration Bargaining Agents (“the Bargaining Agents”) and the Treasury Board (“the Employer”) concerning damages caused by the Phoenix pay system (approved June 12, 2019)
- Agreement between the Public Service Alliance of Canada (PSAC) (“the Bargaining Agent”) and the Treasury Board of Canada (“the Employer”) (approved October 23, 2020)
- Agreement between the Core Public Administration Bargaining Agents (“the Bargaining Agents”) and the Treasury Board of Canada (“the Employer”) with regard to the Catch-up Clauses in the Memorandum of Understanding on Damages caused by the Phoenix Pay System (approved March 3, 2021)
- Agreement between The National Police Federation (NPF) (“The Bargaining Agent”) and The Treasury Board of Canada (“The Employer”) (approved August 6, 2021)

For more information on eligibility or to submit your claim, visit Canada.ca/BouchardClassAction.

Compensation

Compensation is based on eligibility for each fiscal year as follows:

- 2016/2017 (February 24, 2016, to March 31, 2017): \$350
- 2017/2018 (April 1, 2017, to March 31, 2018): \$175
- 2018/2019 (April 1, 2018, to March 31, 2019): \$175
- 2019/2020 (April 1, 2019, to March 31, 2020): \$175

Deadline for submitting a claim

Claims will be accepted only between <start date> and <end date>.

Claims submitted by mail must be postmarked by the <end date> deadline.

Process

Submitting a claim on-line

To submit your claim, visit [\(link\)](#)

Submitting a claim by mail

If you are unable to submit your application via the online portal, or if you need to submit an application with all the necessary supporting documents, please print and complete the application form below ([link](#)) and send it to the following address:

Treasury Board of Canada Secretariat
Attention: TBS Claims Office
90 Elgin St., Ottawa ON
K1A 0R5

Do not send original documents, as they cannot be returned to the sender. Certified copies are acceptable.

Filing a claim on behalf of a deceased member or as a legal representative

Applications on behalf of the estate of a deceased member or on behalf of an incapacitated member may be submitted by a legal representative. Copies of documents (e.g., death certificate and will, or proof of legal representation) attesting to one's eligibility to act on behalf of the applicant or estate must be provided. Please do not send original documents as they cannot be returned to the sender. Certified copies are acceptable.

Compensation payments

Compensation will be paid by direct deposit from the Government of Canada pay system. It is the applicant's responsibility to ensure that their banking information and mailing address are up to date in the pay system. If necessary, you or your legal representative can update this information by contacting your former department's Human Resources team or the [Client Contact Centre](#) (1-855-686-4729) if your department was served by the Public Service Pay Centre. Consult the list of [Departments and organizations served by the Public Service Pay Centre](#) to confirm that your organization was one of them.

Providing inaccurate or incomplete information on this form may delay the processing of your application and the issuance of any payment.

The amount received will be calculated based on eligibility for compensation. Compensation from this application is taxable and subject to mandatory deductions. Tax slips will be issued to you at the end of the tax year.

The compensation to which a member may be entitled will be used to reduce any amount owing, if any.

Pursuant to section 42 of the *Act respecting the Fonds d'aide aux actions collectives* and section 1 of the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, chapter F-3.2.0.1, r. 2, a 2% deduction will be withheld from the gross amount to be paid to each member of this class action.

Once your application has been reviewed and assessed, you will receive a written decision on your eligibility, a payment breakdown, and a pay stub.

Privacy notice

The personal information requested in this form is collected under the authority of the *Financial Administration Act*. The information provided in this form will be consolidated with pay information in a pay information database held at the Treasury Board of Canada Secretariat (TBS) and the Government of Canada pay system to:

- determine eligibility; and
- determine the amount of the payment to be made to you in accordance with the Settlement Agreement.

If you refuse to provide the personal information requested, TBS will be unable to process your claim for compensation.

The personal information you provide is collected by the TBS Claims Office and will be protected, used and disclosed in accordance with the *Privacy Act* and as described in TBS' Personal Information Bank PCE 742 (Claims and Compensation for Damages Caused by the Phoenix Pay System). Your information may also be used or disclosed for financial reporting and program evaluation purposes. Under the *Privacy Act*, individuals have a right to request access and to correct their personal information. If you wish to exercise this right or require clarification about this privacy notice, please contact the TBS Access to Information and Privacy Coordinator by email at atip.aiprp@tbs-sct.gc.ca. If you are not satisfied with the response to your privacy concern, you may contact the Office of the Privacy Commissioner by telephone at 1-800-282-1376 or by email at info@priv.gc.ca.

- I certify (or I certify as a legal representative of a member) that I have read and understand this privacy notice.**

APPLICATION FORM

Self-identification:

Please check one box only

I certify that I was employed by one of the departments and organizations listed in Appendix A for at least one day, for one or more fiscal years between February 24, 2016, and March 31, 2020.

I certify that I am a legal representative applying on behalf of an incapacitated member or the estate of a deceased member who was employed by one of the departments and organizations listed in Appendix A for at least one day, for one or more fiscal years between February 24, 2016, and March 31, 2020.

If yes, please provide your contact information below.

Note that an asterisk () denotes a mandatory field.*

Member information	
*Personal Record Identifier (PRI) If you do not know the PRI, please indicate that on this form, and ensure you include alternative verification including first and last name, DOB and the current or last organization in which the member has worked (a list of organizations can be found in Appendix A)	
*Surname	
*Given name	
*Date of birth (yyyy-mm-dd)	
*Current or last department or organization the member worked for (see Appendix A)	
*Mailing address (number, street name, unit number)	
*City, province or territory, and postal code	
*Phone number	

Settlement agreement

Email address (NOTE: If no email address is provided, correspondence will be done by mail, which may cause delays).	
---	--

Contact information of the legal representative (if applicable)

Surname	
Given name	
Mailing address (number, street name, unit number) City, province or territory, and postal code	
Phone number	
Email address (NOTE: If no email address is provided, correspondence will be done by mail, which may cause delays).	

Certificate of claim (mandatory)

Please complete all questions (as a member or legal representative)

1. I certify that I was employed (or I certify as the legal representative that the member was employed) for at least one day in one or more of the following fiscal years in which I (the member) experienced a pay problem:
(The legal representative is responsible for the member they represent)

Check one or more fiscal years that apply:

- 2016–2017 (February 24, 2016, to March 31, 2017)
- 2017–2018 (April 1, 2017, to March 31, 2018)
- 2018–2019 (April 1, 2018, to March 31, 2019)
- 2019–2020 (April 1, 2019, to March 31, 2020).

If you have received, or are eligible to receive, or if, in the case of a legal representative on behalf of a member, that member has received or is eligible to receive compensation for a fiscal year from any of the other damage agreements set forth in the “Eligibility limits” section at the beginning of this document, the Phoenix Claims Office has a history of each member’s periods of employment and will be able to determine eligibility for each fiscal year.

2. Please check all that apply.

Between February 24, 2016, and March 31, 2020, as a class member or legal representative on behalf of a member, the following types of employment apply:

- person employed on a casual basis
- student
- person employed on a term basis of less than three months
- person employed on a part-time basis (who is not ordinarily required to work more than a third of the normal period for persons doing similar work)

I agree to update my banking information and mailing address (or I agree as a legal representative to update the applicable banking information and mailing address on behalf of a member) in the pay system.

If necessary, you can update this information by contacting your former department or organization's Human Resources team or the [Client Contact Centre](#) (1-855-686-4729) if your organization was served by the Public Service Pay Centre. Consult the list of [Departments and organizations served by the Public Service Pay Centre](#) to confirm that your organization was one of them.

Release

By signing this Form (or by signing the Form on behalf of a member), I expressly release the Attorney General of Canada, in accordance with the Settlement Agreement, upon receipt of the payments provided for therein.

Certification of claim

I solemnly declare (or I solemnly declare as a legal representative on behalf of a member) that all the information provided is true, accurate and complete to the best of my knowledge, knowing that my declaration has the same force and effect as if made under oath.

Suspected fraudulent claims may be referred to the appropriate authorities within your current or former department or institution, including its Departmental Security Officer and/or its Chief Financial Officer, for further examination in accordance with pertinent legislation.

Date

Applicant's signature

APPENDIX A

List of Departments and Organizations

Departments and organizations listed in Schedules I and IV of the *Financial Administration Act* that use the Phoenix pay system:

Accessibility Standards Canada
Administrative Tribunals Support Service of Canada
Agriculture and Agri-Food Canada
Atlantic Canada Opportunities Agency
Canada Border Services Agency
Canada Economic Development for Quebec Regions
Canada School of Public Service
Canadian Dairy Commission
Canadian Grain Commission
Canadian Heritage
Canadian Human Rights Commission
Canadian Intergovernmental Conference Secretariat
Canadian Northern Economic Development Agency
Canadian Radio-television and Telecommunications Commission
Canadian Space Agency
Canadian Transportation Agency
Civilian Review and Complaints Commission for the Royal Canadian Mounted Police
Copyright Board of Canada
Correctional Service of Canada
Courts Administration Service
Crown–Indigenous Relations and Northern Affairs Canada
Department of Finance Canada
Department of Justice Canada
Department of National Defence
Employment and Social Development Canada
Environment and Climate Change Canada
Federal Economic Development Agency for Southern Ontario
Fisheries and Oceans Canada
Global Affairs Canada
Health Canada
Immigration and Refugee Board of Canada
Immigration, Refugees and Citizenship Canada
Impact Assessment Agency of Canada

Settlement agreement

Indigenous Services Canada
Infrastructure Canada
Innovation, Science and Economic Development Canada
International Joint Commission
Library and Archives Canada
Military Grievances External Review Committee
Military Police Complaints Commission of Canada
Natural Resources Canada
Office of the Chief Electoral Officer (Elections Canada)
Office of the Commissioner for Federal Judicial Affairs Canada
Office of the Commissioner of Lobbying of Canada
Office of the Commissioner of Official Languages
Office of the Information Commissioner of Canada
Office of the Privacy Commissioner of Canada
Office of the Public Sector Integrity Commissioner of Canada
Office of the Registrar of the Supreme Court of Canada
Office of the Secretary to the Governor General
Office of the Superintendent of Bankruptcy
Parole Board of Canada
Patented Medicine Prices Review Board Canada
Privy Council Office
Public Health Agency of Canada
Public Prosecution Service of Canada
Public Safety Canada
Public Service Commission of Canada
Public Services and Procurement Canada
Royal Canadian Mounted Police
Royal Canadian Mounted Police External Review Committee
Secretariat of the National Security and Intelligence Committee of Parliamentarians
Shared Services Canada
Statistics Canada
Transport Canada
Transportation Safety Board of Canada
Treasury Board of Canada Secretariat
Veterans Affairs Canada
Veterans Review and Appeal Board
Western Economic Diversification Canada (split into two new agencies: Pacific Economic Development Canada [PacifiCan] and Prairies Economic Development Canada [PrairiesCan])
Women and Gender Equality Canada

Separate agencies listed in Schedule V of the *Financial Administration Act* that use the Phoenix pay system:

Canada Revenue Agency
Canadian Energy Regulator (formerly the National Energy Board)
Canadian Food Inspection Agency
Canadian High Arctic Research Station (Polar Knowledge Canada)
Canadian Institutes of Health Research
Canadian Nuclear Safety Commission
Canadian Security Intelligence Service
Communications Security Establishment
Financial Consumer Agency of Canada
Financial Transactions and Reports Analysis Centre of Canada
Indian Oil and Gas Canada
National Film Board of Canada
National Research Council Canada
Natural Sciences and Engineering Research Council of Canada
Northern Pipeline Agency
Office of the Auditor General of Canada
Office of the Correctional Investigator of Canada
Office of the Intelligence Commissioner (formerly Office of the Communications Security Establishment Commissioner)
Office of the Superintendent of Financial Institutions of Canada
Parks Canada
Secretariat of the National Security and Intelligence Review Agency (formerly the Security Intelligence Review Committee)
Social Sciences and Humanities Research Council
Statistical Survey Operations

SCHEDULE B

Departments and organizations listed in Schedules I and IV of the *Financial Administration Act* that use the Phoenix pay system:

Accessibility Standards Canada
Administrative Tribunals Support Service of Canada
Agriculture and Agri-Food Canada
Atlantic Canada Opportunities Agency
Canada Border Services Agency
Canada Economic Development for Quebec Regions
Canada School of Public Service
Canadian Dairy Commission
Canadian Grain Commission
Canadian Heritage
Canadian Human Rights Commission
Canadian Intergovernmental Conference Secretariat
Canadian Northern Economic Development Agency
Canadian Radio-television and Telecommunications Commission
Canadian Space Agency
Canadian Transportation Agency
Civilian Review and Complaints Commission for the Royal Canadian Mounted Police
Copyright Board of Canada
Correctional Service of Canada
Courts Administration Service
Crown–Indigenous Relations and Northern Affairs Canada
Department of Finance Canada
Department of Justice Canada
Department of National Defence
Employment and Social Development Canada
Environment and Climate Change Canada
Federal Economic Development Agency for Southern Ontario
Fisheries and Oceans Canada
Global Affairs Canada
Health Canada
Immigration and Refugee Board of Canada
Immigration, Refugees and Citizenship Canada
Impact Assessment Agency of Canada
Indigenous Services Canada
Infrastructure Canada
Innovation, Science and Economic Development Canada

Settlement agreement

International Joint Commission
Library and Archives Canada
Military Grievances External Review Committee
Military Police Complaints Commission of Canada
Natural Resources Canada
Office of the Chief Electoral Officer (Elections Canada)
Office of the Commissioner for Federal Judicial Affairs Canada
Office of the Commissioner of Lobbying of Canada
Office of the Commissioner of Official Languages
Office of the Information Commissioner of Canada
Office of the Privacy Commissioner of Canada
Office of the Public Sector Integrity Commissioner of Canada
Office of the Registrar of the Supreme Court of Canada
Office of the Secretary to the Governor General
Office of the Superintendent of Bankruptcy
Parole Board of Canada
Patented Medicine Prices Review Board Canada
Privy Council Office
Public Health Agency of Canada
Public Prosecution Service of Canada
Public Safety Canada
Public Service Commission of Canada
Public Services and Procurement Canada
Royal Canadian Mounted Police
Royal Canadian Mounted Police External Review Committee
Secretariat of the National Security and Intelligence Committee of Parliamentarians
Shared Services Canada
Statistics Canada
Transport Canada
Transportation Safety Board of Canada
Treasury Board of Canada Secretariat
Veterans Affairs Canada
Veterans Review and Appeal Board
Western Economic Diversification Canada (split into two new agencies: Pacific Economic Development Canada [PacifiCan] and Prairies Economic Development Canada [PrairiesCan])
Women and Gender Equality Canada

Separate agencies listed in Schedule V of the *Financial Administration Act* that use the Phoenix pay system:

Canada Revenue Agency
Canadian Energy Regulator (formerly the National Energy Board)
Canadian Food Inspection Agency
Canadian High Arctic Research Station (Polar Knowledge Canada)
Canadian Institutes of Health Research
Canadian Nuclear Safety Commission
Canadian Security Intelligence Service
Communications Security Establishment
Financial Consumer Agency of Canada
Financial Transactions and Reports Analysis Centre of Canada
Indian Oil and Gas Canada
National Film Board of Canada
National Research Council Canada
Natural Sciences and Engineering Research Council of Canada
Northern Pipeline Agency
Office of the Auditor General of Canada
Office of the Correctional Investigator of Canada
Office of the Intelligence Commissioner (formerly Office of the Communications Security Establishment Commissioner)
Office of the Superintendent of Financial Institutions of Canada
Parks Canada
Secretariat of the National Security and Intelligence Review Agency (formerly the Security Intelligence Review Committee)
Social Sciences and Humanities Research Council
Statistical Survey Operations