

**TENTATIVE AGREEMENT TO SETTLE OUTSTANDING
COLLECTIVE BARGAINING ISSUES
WITH THE
ASSOCIATION OF JUSTICE COUNSEL
AND
THE TREASURY BOARD OF CANADA
IN RESPECT OF THE
LAW PRACTITIONER (LP) GROUP NEGOTIATIONS**

The parties hereto agree to enter into a tentative agreement as follows:

1. All items agreed to and included in the Memorandum of Settlement form part of this offer (**Annex A**):
 - a. General Annual rates of pay
 - i. Transition to a new single pay grid
 - ii. General economic increases
 - iii. Pay-line adjustment
 - iv. One-Time Allowance Related to the Performance of Regular Duties and Responsibilities
 - b. Duration – four (4) year agreement, expiring on May 9, 2026
 - c. Appendix “E”: Memorandum of Understanding with Respect to Implementation of the Collective Agreement

2. Amendments to the following provisions, as identified at **Annex B**:
 - Clause 13.01: Hours of Work – General
 - Clause 13.02: Hours of Work – Standby
 - Clause 13.03: Hours of Work – Reimbursement of meal expenses
 - Clause 17.04: Vacation leave with Pay
 - Clause 19.02: Bereavement Leave with pay
 - Clause 19.13: Leave with pay for family-related responsibilities
 - Clauses 19.14 and 19.19: Volunteer/Personal Leave
 - Clause 19.22: Domestic Violence Leave
 - Clause 19.23: Leave for traditional Indigenous practices (NEW)
 - Clause 19.24: Management Leave (NEW)
 - Clause 20:04: Professional Development (**housekeeping**)
 - Article 21: Leave General (New clause 21.07 – Leave credits granted under another collective agreement)

- Clause 31.03: National Joint Council Agreements (**housekeeping**)
 - Memorandum of Understanding – Pregnancy/Maternity and Parental Leave
 - Memorandum of Understanding – Gender-Inclusive Language
 - Appendix “B” - Performance pay plan for lawyers at the LP-01, LP-02 and LP-03 levels
 - Appendix “I” - Memorandum of Understanding in Respect to Leave for Union Business: Cost Recovery
3. All items agreed to and signed during the course of negotiations form part of this offer, unless otherwise specified, as identified at **Annex C**:
- Change references of “employees” to “lawyers” (multiple clauses)
 - Clause 2.01: Update reference from the Queen to the King (English version only)
 - Clause 2.01: Update definition of common-law partner
 - Clause 12.07: Membership Dues – deductions for other purposes (**delete**)
 - Clauses 13.01 and 13.02: Hours of work – communication methods
 - Article 16: Designated Paid Holidays: National Day for Truth and Reconciliation
 - Clause 17.13: Leave when employment terminates – removal of reference to furlough
 - Clause 19.04: Maternity allowance – deletion of “each week of”
 - Clause 19.07: Parental allowance – deletion of “for each week”
 - Clause 32.05: Part-time lawyers - Designated holidays
 - Appendix “F”: MOU – Supporting employee wellness (**housekeeping – delete**)
 - New Appendix XX – MOU – Pay simplification solutions
4. Unless otherwise expressly stipulated, the parties agree that changes to the LP collective agreement will not result in any retroactive payment or adjustment. They will form part of the implementation, on a prospective basis, of the new collective agreement once signed. For greater certainty, changes related to pay administration will become effective as per the collective agreement implementation provisions in Appendix “E” (**see Annex A**).
5. The effective dates for economic increases will be specified in this agreement. All components of the agreement unrelated to pay administration will come into force on signature of agreement. All components of the agreement unrelated to pay administration will come into force on signature of agreement.
6. To support consistency, fairness and transparency, all core public administration (CPA) departments and agencies employing lawyers, including Department of Justice, will develop and implement a management leave directive within nine (9) months after signature of the collective agreement. In this endeavor, CPA departments and agencies will consult the AJC. CPA departments and agencies will use the Public Prosecution Service of Canada (PPSC) directive on management leave as a template, adjusting it if and as necessary because of their respective operational requirements, for example. CPA departments and agencies will

communicate the directive with their stakeholders (i.e., managers and lawyers), directives will be posted on the respective Intranet site, and discussions will be encouraged between managers and lawyers. In addition, measures will be taken to provide support and guidance to managers in its application.

7. The Employer will undertake, outside of the collective agreement, to encourage the use of flexibilities related to hours of work set out in the LP collective agreement (i.e., paragraphs 13.01 a, b and 13.02 a, b), as a means to support normal hours of work and mitigate management leave where possible. Discussions on this matter may take place, among other places, at departmental or agency union-management committees. Departments and agencies will also encourage managers to continue considering this flexibility. In addition, discussions on this matter will be encouraged between managers and lawyers to support open dialogue.
8. The Employer and the Association of Justice Counsel agree to withdraw all other outstanding items.
9. Unless otherwise agreed between the parties during negotiations, existing provisions and appendices in the collective agreement are renewed.
10. Notwithstanding paragraph 9 and unless otherwise agreed between the parties during negotiations, the provisions of the collective agreement or the appendices that are expired or are set to expire upon the signing of the new LP collective agreement shall not be renewed:
 - Appendix "G": Memorandum of Understanding Between the Treasury Board of Canada and the Association of Justice Counsel with Respect to Workplace Harassment
11. The Negotiations Committee of the Association of Justice Counsel agrees to unanimously recommend to its Governing Council that this tentative agreement be presented to the members for ratification and that the Governing Council recommend that the members ratify the tentative agreement. The Employer agrees to unanimously recommend the ratification of this tentative agreement to its principals.
12. Tentative agreements are subject to approval by the Treasury Board of Canada.

ANNEX A

MEMORANDUM OF SETTLEMENT

BETWEEN

THE ASSOCIATION OF JUSTICE COUNSEL (“AJC” OR “BARGAINING AGENT”)

AND

THE TREASURY BOARD OF CANADA (“EMPLOYER”)

FOR THE

LAW PRACTITIONER (LP) GROUP

WHEREAS the Law Practitioner (LP) group collective agreement between the parties for the period of May 10, 2018 to May 9, 2022 is expired;

AND WHEREAS the parties engaged, as part of the 2019 tentative agreement for the LP group, in a Memorandum of Understanding for the Law Practitioner Joint Compensation Comparability Studies (the MoU) that provided for two joint pay studies (an internal relativity study and an external pay comparability study) to determine the need and potential value of a market adjustment for the LP bargaining unit covered by the collective agreement;

AND WHEREAS the parties have not yet entered into a new collective agreement for the LP bargaining unit;

THEREFORE, the parties agree to enter into a settlement to terminate the MoU on the Compensation Comparability Studies and resolve all increases to annual rates of pay for the LP bargaining unit for the period of May 10, 2022 to May 9, 2026.

The parties agree as follows:

1. In this Memorandum of Settlement (MoS):
 - The term “LP Collective Agreement (2018-2022)” means the four-year collective agreement between the AJC and the Employer which expired on May 9, 2022;
 - The term “lawyer” is defined in article 2.03 of the LP Collective Agreement (2018-2022);

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- The term “National pay grid” means the pay grid for “All regions except Toronto” in Appendix A of the LP Collective Agreement (2018-2022);
 - The term “Toronto pay grid” means the pay grid for Toronto in Appendix A of the LP Collective Agreement (2018-2022); and
 - The term “new single pay grid” replaces what was previously referred to as the Toronto pay grid and more particularly reflects the merging of both pay grids, which is set forth in Annex A to this MoS, to be incorporated in Appendix A of a renewed LP collective agreement.
 - The term “continuous service” has the same meaning as defined in the *Directive on Terms and Conditions of Employment* on the date of the signing of this MoS.
2. This MoS is conditional upon the parties reaching a tentative agreement for the renewal of the LP collective agreement for the period of May 10, 2022, to May 9, 2026. In the event the parties are unable to reach a tentative agreement, this MoS will be null and void, and of no effect.
 3. The parties hereto agree that the following items in this MoS are to be incorporated into the LP tentative agreement (2022 – 2026) once reached:
 - a. Annual rates of pay, as specified in **Annex A**:
 - i. Transition to a new single pay grid
 - ii. General economic increases
 - iii. Pay-line adjustment
 - iv. One-Time Allowance Related to the Performance of Regular Duties and Responsibilities
 - b. Duration – four (4) year agreement, expiring on date specified at **Annex B**
 - c. Appendix E: Memorandum of Understanding Between the Treasury Board of Canada and the Association of Justice Counsel with Respect to Implementation of the Collective Agreement” as specified in **Annex C**

4. Upon signature of a renewed LP collective agreement, the implementation of the contents of this MoS as specified in paragraph 3 will be made in accordance with the implementation timelines as per Appendix E: as specified in **Annex C**.

5. Lawyers will transition to the new single pay grid as follows:
 - Effective May 10, 2022, lawyers currently paid in accordance with the Toronto pay grid will transition to the new single pay grid, which represents their existing pay steps/rates of pay and therefore will not result in any pay increases.

 - Effective May 10, 2022, lawyers currently paid in accordance with the National pay grid will transition to the new single pay grid and, where applicable, will receive pay increases in the new single pay grid.

6. The transition of lawyers paid in accordance with the National pay grid to the new single pay grid will occur as follows:
 - **LP-00 Classification:** Effective May 10, 2022, lawyers at the LP-00 group and level currently paid in accordance with the National pay grid will transition to the new single pay grid, which represents their existing pay steps/rates of pay and therefore will not result in any pay increases.

LP-00 Step in the National Pay Grid	LP-00 Step in the New Single Pay Grid
Step 1	Step 1
Step 2	Step 2
Step 3	Step 3
Step 4	Step 4
Step 5	Step 5
Step 6	Step 6
Step 7	Step 7
Step 8	Step 8
Step 9	Step 9
Step 10	Step 10
Step 11	Step 11
Step 12	Step 12
Step 13	Step 13
Step 14	Step 14
Step 15	Step 15

Step 16	Step 16
Step 17	Step 17
Step 18	Step 18

- LP-01 Classification:** Effective May 10, 2022, lawyers at the LP-01 group and level currently paid in accordance with the National pay grid will transition to the new single pay grid, which represents their existing pay steps/rates of pay and therefore will not result in any pay increases.

LP-01 Step in the National Pay Grid	LP-01 Step in the New Single Pay Grid
Step 1	Step 1
Step 2	Step 2
Step 3	Step 3
Step 4	Step 4
Step 5	Step 5
Step 6	Step 6
Step 7	Step 7
Step 8	Step 8

- LP-02 Classification:** Effective May 10, 2022, lawyers at the LP-02 group and level will transition to the new single pay grid as follows:

LP-02 Step in the National Pay Grid	LP-02 Step in the New Single Pay Grid
Step 1	Step 1
Step 2	Step 2
Step 3	Step 3
Step 4	Step 4
Step 5	Step 5
Step 6	Step 6
Step 7	Step 7
Step 8 (less than 1 year of continuous service as of May 10, 2022, at the LP-02 level, step 8)	Step 8
Step 8 (at least 1 year of continuous service as of May 10, 2022, at the LP-02 level, step 8 but less than 2 years)	Step 9
Step 8 (at least 2 years of continuous service as of May 10,	Step 10

2022, at the LP-02 level, step 8 but less than 3 years)	
Step 8 (3 years of continuous service or more at the LP-02 level, step 8 as of May 10, 2022)	Step 11

- **LP-03 Classification:** Effective May 10, 2022, lawyers at the LP-03 group and level will transition to the new single pay grid as follows:

LP-03 Step in the National Pay Grid	LP-03 Step in the New Single Pay Grid
Step 1	Step 1
Step 2	Step 2
Step 3	Step 3
Step 4	Step 4
Step 5	Step 5
Step 6 (less than 1 year of continuous service as of May 10, 2022, at the LP-03 level, step 6)	Step 6
Step 6 (at least 1 year of continuous service at of the LP-03 level, step 6 as of May 10, 2022, but less than 2 years)	Step 7
Step 6 (2 years of continuous service at the LP-03 level, step 6 or more as of May 10, 2022)	Step 8

- **LP-04 Classification:** Effective May 10, 2022, lawyers will transition to the new single pay grid at a rate which is not less than the minimum level in the pay range of the new single pay grid or not less than their current pay rate, whichever is higher.
- **LP-05 Classification:** As the pay ranges for the LP-05 classification are identical in the Toronto pay grid and the National pay grid, effective May 10, 2022, lawyers at the LP-05 group and level paid in accordance with the National pay grid will transition into the new single pay grid at their current pay rate. This transition will not result in any pay increases.

7. The transition of lawyers at the LP-00, LP-01, LP-02 and LP-03 classifications from both the Toronto and National pay grids to the new single pay grid does not change

- their anniversary date for the purpose of advancing through the lockstep pay increments in their classification.
- In-range pay movement for lawyers at the LP-04 and LP-05 levels will continue to be governed by the performance pay regime at Appendix “C” of the LP collective agreement.
8. This MoS resolves all increases to annual rates of pay for the LP collective agreement from 2022 to its expiry in 2026.
 9. The parties will endeavor to commence and complete collective bargaining per the terms of the *Federal Public Sector Labour Relations Act* for the conclusion of the remaining terms of the 2022 – 2026 LP collective agreement to be detailed through a tentative agreement.
 10. Neither party will bring forward additional proposals related to annual rates of pay for the period of May 2022 to May 2026 not addressed in this MoS; this includes the introduction of group specific or regional allowances and/or premiums.
 11. The parties agree that the two joint pay studies (an internal relativity study and an external pay comparability study) provided for in the 2019 tentative agreement and the Memorandum of Understanding for the Law Practitioner Joint Compensation Comparability Studies are thereby terminated and will not proceed further. The parties consider said undertaking resolved.
 12. This MoS is without prejudice to any position the parties may take in future rounds of collective bargaining regarding the rates of pay for members of the LP bargaining unit.
 13. Elements of salary traditionally included in the calculation of retroactivity will continue to be included in the retroactive payment calculation and administration and will maintain their pensionable status as applicable. The elements of salary included in the historical salary records and therefore included in the calculation of retroactivity include:
 - substantive salary,
 - promotions
 - deployments
 - acting pay
 - extra duty pay / overtime

- additional hours worked
- maternity leave allowance
- parental leave allowance
- vacation leave and extra duty pay cash-out
- severance pay
- for the month of death
- Transition Support Measure
- eligible allowances and supplemental salary depending on collective agreement (e.g., Performance Pay)

ANNEX A (OF THE MEMORANDUM OF SETTLEMENT)**APPENDIX A****ANNUAL PAY RATES FOR THE NEW SINGLE PAY GRID EFFECTIVE MAY 10, 2022****Rates of Pay (General Economic Increases)**

May 10, 2022 - transition to new single pay grid	
May 10, 2022 - increase to rates of pay:	3.50%
May 10, 2022 - wage adjustment:	1.25%
May 10, 2023 - increase to rates of pay:	3.00%
May 10, 2024 - increase to rates of pay:	2.00%
May 10, 2024 - wage adjustment:	0.25%
May 10, 2025 - increase to rates of pay:	2.00%

Pay Line Adjustment

- May 10, 2023 – Pay Line Adjustment of 0.5% to be applied to every step of the LP-00, LP-01, LP-02 and LP-03 classifications and to the range of the LP-04 and LP-05 classifications.
- The implementation of these adjustments will be made in accordance with the implementation timelines as per **Appendix E: Memorandum of Understanding Between the Treasury Board of Canada and the Association of Justice Counsel with Respect to Implementation of the Collective Agreement** as set out in **Annex C** of this MoS which is to be incorporated in a renewed LP collective agreement.

One-Time Allowance Related to the Performance of Regular Duties and Responsibilities:

- The Employer will provide a one-time lump-sum payment of two thousand five hundred dollars (\$2,500) to incumbents of positions within the LP group on the date of signing of the collective agreement.
- The one-time allowance will be paid to incumbents of positions within the LP group, for the performance of regular duties and responsibilities associated with their position.
- Payment will be issued according to implementation timelines as per **Appendix E: Memorandum of Understanding Between the Treasury Board of Canada and the Association of Justice Counsel with Respect to Implementation of the Collective Agreement** as set out in **Annex C** of this MoS which is to be incorporated in a renewed LP collective agreement.

ANNEX B (OF THE MEMORANDUM OF SETTLEMENT)

**ARTICLE 38
DURATION**

38.01 The duration of this collective agreement shall be from the date it is signed to May 9, ~~2022~~ **2026**.

Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date it is signed.

Signed at Ottawa, this ~~5th~~-**XX** day of the month of ~~September 2019~~ **MONTH YEAR**.

ANNEX C (OF THE MEMORANDUM OF SETTLEMENT)**APPENDIX "E"****MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND
THE ASSOCIATION OF JUSTICE COUNSEL WITH RESPECT TO THE IMPLEMENTATION OF THE
COLLECTIVE AGREEMENT**

Notwithstanding the provisions of clause 15.03 on the calculation of retroactive payments and clause 38.01 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Employer and the Association of Justice Counsel regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.

- 1. The effective dates for economic increases will be specified in the collective agreement. Other provisions of the collective agreement will be effective as follows:**
 - a. All components of the agreement unrelated to pay administration will come into force on signature of this agreement unless otherwise expressly stipulated.**
 - b. Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of this agreement, on the date at which prospective elements of compensation increases will be implemented under 2.a).**
 - c. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid as per the previous provisions until changes come into force as stipulated in 1.b).**

- 2. The collective agreement will be implemented over the following time frames:**
 - a. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.**
 - b. Retroactive amounts payable to lawyers will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.**
 - c. Prospective compensation increases and retroactive amounts that require manual processing will be implemented within four hundred and sixty (460) days after signature of this agreement.**

- 3. Employee recourse**

- a. Lawyers in the bargaining unit for whom this collective agreement is not fully implemented within one hundred and eighty (180) days after signature of this collective agreement will be entitled to a lump sum of two hundred dollars (\$200) non-pensionable amount when the outstanding amount owed after one hundred and eighty-one (181) days is greater than five hundred dollars (\$500). This amount will be included in their final retroactive payment.
- b. Lawyers will be provided a detailed breakdown of the retroactive payments received and may request that the compensation services of their department or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Association regarding the format of the detailed breakdown.
- c. In such a circumstance, for lawyers in organizations serviced by the Public Service Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay. For lawyers in organizations not serviced by the Public Service Pay Centre, lawyers shall contact the compensation services of their department.

**ANNEX B
AMENDMENTS TO PROVISIONS OF THE
LAW PRACTITIONER (LP) GROUP
COLLECTIVE AGREEMENT**

**ARTICLE 13
HOURS OF WORK**

~~Effective April 1, 2013, 13.02(i), (j) and (k) will apply to all lawyers (Management leave).~~

13.01 General ~~The following applies to lawyers at the LP-01 and LP-02 levels:~~

- a. The normal hours of work for lawyers shall average thirty-seven decimal five (37.5) hours per week over each four (4) week period. Subject to the approval of the Employer, the hours of work shall be arranged to suit a lawyer's individual duties and to permit the lawyer to carry out his or her professional responsibilities.
- b. In making arrangements for hours of work, lawyers will be permitted reasonable flexibility in the times during which they perform their work, including arrival and departure from the workplace, to enable them to balance work and family responsibilities.
- c. The normal workweek shall be Monday through Friday, except where a lawyer is required to work on what would normally be a day of rest or a paid holiday in order to carry out his or her professional responsibilities.
- d. Nothing in this article is intended to prevent lawyers from having access to the Employer's existing policies respecting alternate work arrangements, including compressed workweek, job sharing, telework, self-funded leave and pre-retirement transition leave.**
- ~~d. Where the Employer requires a lawyer to be available in standby during off duty, the lawyer shall be compensated at the rate of one half (1/2) hour leave with pay for each four (4) hour period or part thereof for which the lawyer is required to be on standby duty.~~
- ~~e. A lawyer required by the Employer to be on standby duty shall be available during his or her period of standby at a known telephone number and be available to return for duty as quickly as possible if called.~~
- ~~f. When a lawyer required by the Employer to be on standby duty is called back one or more times during any given week, the lawyer will receive, in addition to paragraph (d) above, four (4) hours of leave.~~
- ~~g. In requiring lawyers for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.~~
- ~~h. No standby or call-back compensation leave shall be granted if a lawyer is unable to report for duty when required.~~
- ~~i. Leave under this article can be carried over but must be used by the end of the next fiscal year.~~

- ~~j.~~ Nothing in this article is intended to prevent lawyers from having access to the Employer's existing policies respecting alternate work arrangements, including compressed workweek, job sharing, telework, self funded leave and pre retirement transition leave.
- e. ~~k.~~ Lawyers will submit such attendance and timekeeping reports as may be required by the Employer for the purposes of this article.

~~(Binding Conciliation Decision dated July 10, 2018, provision of paragraphs 13.01(d), (e), (f), (g) and (h) effective November 7, 2018)~~

13.02 Standby The following applies to lawyers at the LP-03 and LP-04 and LP-05 levels. Effective April 1, 2013, paragraphs (i), (j) and (k) will apply to all lawyers.

- ~~a.~~ The normal hours of work for lawyers shall average thirty seven decimal five (37.5) hours per week over each four (4) week period. Subject to the approval of the Employer, the hours of work shall be arranged to suit a lawyer's individual duties and to permit the lawyer to carry out his or her professional responsibilities.
- ~~b.~~ In making arrangements for hours of work, lawyers will be permitted reasonable flexibility in the times during which they perform their work, including arrival and departure from the workplace, to enable them to balance work and family responsibilities.
- ~~c.~~ The normal workweek shall be Monday through Friday, except where a lawyer is required to work on what would normally be a day of rest or a paid holiday in order to carry out his or her professional responsibilities.
- a. ~~d.~~ Where the Employer requires a lawyer to be available in standby during off duty, the lawyer shall be compensated at the rate of one half (1/2) hour leave with pay for each four (4) hour period or part thereof for which the lawyer is required to be on standby duty.
- b. ~~e.~~ A lawyer required by the Employer to be on standby duty shall be available during his or her period of standby at a known telephone number, **email address and/or any other agreed method of communication** and be available to return for duty as quickly as possible if ~~called~~ **contacted**.
- c. ~~f.~~ When a lawyer required by the Employer to be on standby duty is called back one or more times during any given week, the lawyer will receive, in addition to paragraph (d) above, four (4) hours of leave.
- d. ~~g.~~ In requiring lawyers for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.
- e. ~~h.~~ No standby or call-back compensation leave shall be granted if a lawyer is unable to report for duty when required.
- f. ~~i.~~ Leave under this **article clause** can be carried over **into the next fiscal year** but must be used ~~by the end of the next fiscal year~~ **within twelve (12) months of being granted**.

- ~~j. Lawyers are eligible for management leave with pay, as the delegated manager considers appropriate. An example of a situation where such leave may be granted is where lawyers are required to work excessive hours.~~
- ~~k. Management leave with pay granted under (a) above can be carried over into the next fiscal year, and is to be used within six (6) months of being granted.~~
- ~~l. Lawyers will submit such attendance and timekeeping reports as may be required by the Employer for the purposes of this article.~~

~~Binding Conciliation Decision dated July 10, 2018, provision of paragraphs 13.02(d), (e), (f), (g) and (h) effective November 7, 2018)~~

**ARTICLE 13
HOURS OF WORK**

13.03 Reimbursement of meal expenses

- a. A lawyer who is required by the Employer to work beyond normal hours extending beyond the normal meal period or who works at least three (3) hours on a day of rest or on a designated paid holiday will be reimbursed for out-of-pocket expenses for one (1) or more meals, depending on the number of meal periods occurring in the period of time so worked, up to the amounts set out in Appendix C ~~to~~ of the Travel Directive.

- b. **Reimbursement of meal expenses under this clause shall not apply to a lawyer who has obtained authorization to work beyond normal hours at the lawyer's residence or at another place to which the Employer agrees.**

(**Paragraph 13.03a.** - Arbitral award dated October 23, 2009, provision effective November 1, 2009)

ARTICLE 17
VACATION LEAVE WITH PAY

17.04 For the purpose of clause 17.02 only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the public service, takes or has taken severance pay. However, the above exception shall not apply to a lawyer who receives severance pay on lay-off and is reappointed to the public service within one (1) year following the date of lay-off.

For the purpose of clause 17.04 only:

- a. ~~For the purpose of clause 17.04 only e~~Effective April 1, 2012, on a go-forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force on Class B or C service, shall also be included in the calculation of vacation leave credits;-
- b. **Effective (INSERT DATE OF SIGNING) and on a go-forward basis, all service within the Senate, House of Commons, Library of Parliament, office of the Senate Ethics Officer, office of the Conflict of Interest and Ethics Commissioner, Parliamentary Protective Service and office of the Parliamentary Budget Officer, whether continuous or discontinuous, shall count toward vacation leave.**

ARTICLE 19
OTHER LEAVE WITH OR WITHOUT PAY

19.02 Bereavement leave with pay

For the purpose of this clause, family is defined as the father, mother, child (or, alternatively, step-parent, foster parent, stepchild, foster child, or ward) of the lawyer or the lawyer's spouse (including common-law partner), brother, stepbrother, sister, stepsister, spouse (including common-law partner), grandchild of the lawyer, the lawyer's grandparent, father-in-law, mother in-law, son-in-law, daughter-in-law, or any other relative permanently residing in the lawyer's household or with whom the lawyer permanently resides, or a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

- a. When a member of the lawyer's immediate family dies, a lawyer ~~+~~ shall be entitled to ~~a~~ **bereavement leave with pay. ~~period of seven (7) consecutive calendar days which must include the day of the funeral.~~ Such bereavement leave, as determined by the lawyer, must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death.** During such period the lawyer shall be paid for those days which are not regularly scheduled days of rest for that lawyer. ~~+~~ In addition, the lawyer may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- b. **At the request of the lawyer, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.**
- c. **When requested to be taken in two (2) periods:**
 - i. **The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death and**
 - ii. **The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.**
 - iii. **The lawyer may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.**

~~b.~~ **d.** A lawyer shall be entitled to bereavement leave for a person who stands in the place of a relative for the lawyer whether or not there is a degree of consanguinity between such person and the lawyer only once during the lawyer's total period of employment in the public service.

~~e~~ e. A lawyer is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her brother-in-law or sister-in-law, **aunt or uncle**, and grandparents of spouse.

f. A lawyer is entitled to three (3) consecutive working days of bereavement leave with pay in the event of a stillbirth experienced by them or their spouse or common-law partner or where they would have been a parent of the child born as a result of the pregnancy. For greater certainty, stillbirth is defined as an unborn child on or after twenty (20) weeks of pregnancy. The leave may be taken during the period that begins on the day on which the stillbirth occurs and ends no later than twelve (12) weeks after the latest of the days on which any funeral, burial or memorial service in respect of the stillbirth occurs.

~~g~~ g. It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater and/or in a manner different than that provided for in 19.02 (a), **(b), and (c), (e) and (f)**.

ARTICLE 19
OTHER LEAVE WITH OR WITHOUT PAY

19.13 Leave with pay for family-related responsibilities

- a. For the purpose of this clause, family is defined as spouse (or common-law partner resident with the lawyer), children (including foster children, children of legal or common-law partner and ward of the lawyer), parents (including step-parents or foster parents), father-in-law, mother-in-law, brother, sister, stepbrother, stepsister, grandparents of the lawyer, grandchild, any relative permanently residing in the lawyer's household or with whom the lawyer permanently resides or any relative for whom the employee has duty of care, irrespective of whether they reside with the employee, or a person who stands in the place of a relative for the lawyer whether or not there is any degree of consanguinity between such person and the lawyer.
- b. The Employer shall grant leave with pay under the following circumstances:
 - i. a lawyer is expected to make every reasonable effort to schedule medical or dental appointments for family members to minimize or preclude his absence from work; however, when alternate arrangements are not possible a lawyer shall be granted up to one (1) day for a medical or dental appointment when the family member is incapable of attending the appointment by himself, or for appointments with appropriate authorities in schools or adoption agencies. A lawyer requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;
 - ii. leave with pay to provide for the immediate and temporary care of a sick or elderly member of the lawyer's family and to provide a lawyer with time to make alternate care arrangements where the illness is of a longer duration;
 - iii. leave with pay for needs directly related to the birth or to the adoption of the lawyer's child.
 - iv. **to visit a family member who, due to an incurable terminal illness, is nearing the end of their life;**
- c. The total leave with pay which may be granted under subparagraphs (b)(i), (ii), ~~and (iii)~~ **and (iv)** shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year. ~~Seven decimal five (7.5)~~ **Fifteen (15)** hours out of the thirty-seven decimal five (37.5) hours stipulated may be used:
 - i. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
 - ii. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
 - iii. to attend an appointment with a legal or paralegal representative for non-employment-related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

ARTICLE 19
OTHER LEAVE WITH OR WITHOUT PAY

19.14 Volunteer leave

In any fiscal year, a lawyer is entitled to no more than fifteen (15) hours of combined personal and volunteer leave.

Effective on April 1 of the year following the signing of the collective agreement, clause 19.14 (volunteer leave) is deleted from the collective agreement. For greater certainty, both the former clause 19.14 and this transitional language will be removed upon signature of the subsequent collective agreement.

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the lawyer shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign;

The leave will be scheduled at a time convenient both to the lawyer and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such a time as the lawyer may request.

(Arbitral award dated October 23, 2009, provision effective November 1, 2009)

In any fiscal year, a lawyer is entitled to no more than fifteen (15) hours of combined personal and volunteer leave.

19.19 Other leave with or without pay

At its discretion, the Employer may grant:

- a. leave with pay when circumstances not directly attributable to the lawyer prevent his or her reporting for duty;
- b. leave with or without pay for purposes other than those specified in this agreement;
- c. **Personal leave**

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the lawyer shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours of leave with pay for reasons of a personal nature.

The leave will be scheduled at a time convenient to both the lawyer and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such a time as the lawyer may request.

Effective on April 1 of the year following the signing of the collective agreement, paragraph 19.19 c) is deleted from the collective agreement. For greater certainty, the former paragraph 19.19 c) and this transitional language will be removed upon signature of the subsequent collective agreement.

Effective on April 1 of the year following the signing of the collective agreement, the wording in clause 19.14 is replaced with the following:

19.14 Personal leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the lawyer shall be granted, in each fiscal year, fifteen (15) hours of leave with pay for reasons of a personal nature. This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.

The leave will be scheduled at a time convenient to both the lawyer and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the lawyer may request.

ARTICLE 19
OTHER LEAVE WITH OR WITHOUT PAY

19.22 Domestic violence leave

For the purposes of this clause domestic violence is considered to be any form of abuse or neglect that a lawyer or a lawyer's child experiences **from a family member or** someone with whom the lawyer has or had an intimate relationship.

- a. The parties recognize that lawyers may be subject to domestic violence in their personal life that could affect their attendance at work.
- b. Upon request, a lawyer who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence ~~from someone with whom the lawyer has or had an intimate relationship~~ shall be granted domestic violence leave in order to enable the lawyer, in respect of such violence:
 - i. to seek care and/or support for themselves or their dependent child in respect of a physical or psychological injury or disability;
 - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;
 - iii. to obtain professional counselling;
 - iv. to relocate temporarily or permanently;
 - or
 - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- c. The total domestic violence leave with pay which may be granted under this clause shall not exceed seventy-five (75) hours in a fiscal year.
- d. ~~The Employer may, in writing and no later than fifteen (15) days after a lawyer's return to work, request the lawyer to provide documentation to support the reasons for the leave. The lawyer shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.~~ **Unless otherwise informed by the Employer, a statement signed by the lawyer stating that they meet the conditions of this **article clause** shall, when delivered to the Employer, be considered as meeting the requirements of this **article clause**.**
- e. Notwithstanding paragraphs 19.22(b) and 19.22(c), a lawyer is not entitled to domestic violence leave if the lawyer is charged with an offence related to that act or if it is probable, considering the circumstances, that the lawyer committed that act.

**ARTICLE 19
OTHER LEAVE WITH OR WITHOUT PAY**

NEW 19.23 Leave for traditional Indigenous practices

- a. Subject to operational requirements as determined by the Employer, fifteen (15) hours of leave with pay and twenty-two decimal five (22.5) hours of leave without pay per fiscal year shall be granted a lawyer who self-declares as an Indigenous person and who requests leave to engage in traditional Indigenous practices, including land-based activities such as hunting, fishing, and harvesting.

For the purposes of this article, an Indigenous person means First Nations, Inuit or Métis.

- b. Unless otherwise informed by the Employer, a statement signed by the lawyer stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.
- c. A lawyer who intends to request leave under this article must give notice to the Employer as far in advance as possible before the requested period of leave.
- d. As an alternative to leave without pay as per paragraph 19.23(a), at the request of the lawyer and at the discretion of the Employer, time off with pay, up to a total amount of twenty-two decimal five (22.5) hours, may be granted to the lawyer in order to fulfill their traditional Indigenous practices. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.
- e. Leave or time off with pay under this article may be taken in one or more periods. Each period of leave shall not be less than seven decimal five (7.5) hours.

ARTICLE 19
OTHER LEAVE WITH OR WITHOUT PAY

Move management leave related content found under clause 13.02 to a new clause (19.24).

NEW

19.24 Management leave

- a.** Lawyers are eligible for management leave with pay, as the delegated manager considers appropriate. An example of a situation where such leave may be granted is where lawyers are required to work excessive hours.
- b.** ~~Management leave with pay granted under (a) above can be carried over into the next fiscal year, and is to be used within six (6) months of being granted.~~
Leave under this clause can be carried over into the next fiscal year but must be used within twelve (12) months of being granted.

**ARTICLE 20
CAREER DEVELOPMENT**

20.04 Professional development

(...)

- e. A lawyer selected for professional development under this clause shall continue to receive his normal compensation including any increase for which he may become eligible. The lawyer shall not be entitled to any compensation under Article 13 (hours of work) ~~and Article 14 (travelling time)~~, while on professional development under this clause. (Arbitral award dated October 23, 2009, provision effective November 1, 2009)

(...)

**ARTICLE 21
LEAVE GENERAL**

(NEW) 21.07 A lawyer shall not earn or be granted leave credits under this agreement in any month nor in any fiscal year for which leave has already been credited or granted to them under the terms of any other collective agreement or under other rules or regulations applicable to organizations within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*.

ARTICLE 31
NATIONAL JOINT COUNCIL AGREEMENTS

(...)

31.03 The following directives, policies or regulations, as amended from time to time by National Joint Council recommendation, ~~and~~ which have been approved by the Treasury Board ~~of Canada~~, form part of this collective agreement:

1. Foreign Service Directives
2. Travel Directive
3. Isolated Posts and Government Housing Directive
- ~~4. Memorandum of Understanding on Definition of Spouse~~
5. NJC Relocation Directive
6. Commuting Assistance Directive
7. Bilingualism Bonus Directive
8. Public Service Health Care Plan Directive
9. Workforce Adjustment Directive
- ~~10. Motor Vehicle Operations Directive~~
- ~~11. Pesticides Directive~~
12. Occupational Health and Safety Directive

**Renumber accordingly*

During the term of this collective agreement, other directives, policies or regulations may be added to the above-noted list.

Grievances in regard to the above directives, policies or regulations shall be filed in accordance with clause 24.01 of the article on grievance procedure in this collective agreement.

NEW Appendix**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD
AND THE ASSOCIATION OF JUSTICE COUNSEL
WITH RESPECT TO PREGNANCY/MATERNITY AND PARENTAL LEAVE**

This memorandum of understanding (MOU) is to give effect to the agreement reached between the Treasury Board (the Employer) and the Association of Justice Counsel (AJC) regarding the review of language under the pregnancy/maternity leave without pay and parental leave without pay articles in the LP collective agreement.

The parties agree to work together during the duration of the collective agreement to review provisions including pregnancy/maternity leave without pay, parental leave without pay, pregnancy/maternity allowance, parental allowance and special parental allowance for totally disabled employees to:

- identify opportunities to simplify the language. The parties agree that the opportunities identified will not result in changes in application, scope or value;
- compare the interactions between the collective agreements, the Employment Insurance Program, the Québec Parental Insurance Plan and related statutes and regulations.

This MOU expires on the expiry date of this collective agreement.

NEW Appendix**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE ASSOCIATION OF JUSTICE COUNSEL WITH RESPECT TO GENDER-INCLUSIVE LANGUAGE**

This memorandum of understanding (MOU) is to give effect to the agreement reached between the Treasury Board (the Employer) and the Association of Justice Counsel (AJC) regarding the review of language in the LP collective agreement.

The Employer and the Association of Justice Counsel agree to work together during the duration of the agreement to review the collective agreement to identify opportunities to render the language more gender-inclusive. The parties agree that any changes in language will not result in changes in application, scope, or value.

To support this review and for purposes of consistency in the federal public service, the Employer will share with the AJC tools and approaches previously developed to integrate gender-inclusive language into collective agreements.

The parties will endeavour to finalize the review prior to the beginning of the next round of bargaining. This timeline may be extended by mutual agreement.

This MOU expires on the expiry date of this collective agreement.

APPENDIX "B"**PERFORMANCE PAY PLAN FOR LAWYERS AT THE LP-01, LP-02 AND LP-03 LEVELS**

Effective on April 1 of the year following the signing of the collective agreement, the existing Appendix "B" - Performance pay plan for lawyers at the LP-01, LP-02 and LP-03 levels is deleted from the collective agreement and replaced with this version. For greater certainty, the former Appendix "B" and this transitional language will be removed upon signature of the subsequent collective agreement.

The following performance pay plan applies to lawyers at the LP-01, LP-02 and LP-03 levels.

Part 1**1.0 Policy Plan objective**

1.1 To ensure the accurate and consistent administration of performance pay for employees at the LP-01, LP-02 and LP-03 levels, including incentives to recognize and reward individuals in relation to their peers and subordinates.

2.0 Policy Plan statement

2.1 It is government policy to pay certain senior employees according to their assessed level of performance. This **policy plan** provides the means to achieve this. Its chief provisions are the following:

2.1.1 Individuals may progress through the salary range by a series of increases related to the employee's assessed level of performance;

2.1.2 Performance awards may be awarded to those whose salaries have reached the job rate and whose performance is assessed as "Fully Meets" or "Exceeds" in a given year;

2.1.3 Expenditures on salary administration must be controlled through a departmental performance pay budget.

3.0 Application

~~**3.1** This policy applies to lawyers at the LP-01, LP-02 and LP-03 levels.~~

4.0 3.0 Exclusions

~~**4.1 3.1** Employees affected by the regulations respecting pay on reclassification or conversion whose salary is protected at a group and level not mentioned above are not subject to this plan. The relevant terms and conditions of employment apply to determine their appropriate salaries.~~

~~**4.2 3.2** Employees absent on leave without pay are eligible for in-range performance increases or performance awards under this plan.~~

5.0 4.0 Policy Plan requirements

~~5.1~~ **4.1** Deputy ministers / deputy heads must implement and adhere to the performance pay ~~administration~~ plan in their ~~departments~~ **organizations**.

~~5.2~~ **4.2** They must:

~~5.2.1~~ **4.2.1** Ensure that performance pay is administered according to the plan, based upon each employee's performance review and appraisal report;

~~5.2.2~~ **4.2.2** Provide all information, training, advice and guidance required to implement and administer the plan.

6.0 5.0 Monitoring

~~6.1~~ **5.1** The following performance indicators will be used to evaluate ~~departments'~~ **organizations'** adherence to the plan:

~~6.1.1~~ **5.1.1** Performance awards are granted only to employees who have attained the job rate and are rated "Fully Meets" or "Exceeds";

~~6.1.2~~ **5.1.2** In-range increases and performance awards are in accordance with the percentages for each level of performance; ~~and~~

~~6.1.3~~ **5.1.3** **The organizational performance pay budget is limited to five per cent (5%) of the departmental group payroll as of March 31;**

5.1.4 For organizations with 20 or more lawyers covered by this appendix, the ~~P~~performance ~~increase~~ **pay** expenditure does not exceed the approved target of five per cent (5%); **and**

5.1.5 For organizations with 19 or less lawyers covered by this appendix, the performance pay expenditures do not exceed the approved targets as follows:

No. of lawyers covered by this appendix	Percentage of total salary expenditure (%)
1	10.0
2	7.0
3	6.0
4	6.3
5	5.8
6	5.5
7	5.7

No. of lawyers covered by this appendix	Percentage of total salary expenditure (%)
8	5.5
9	5.3
10	5.2
11	5.4
12	5.3
13	5.2
14	5.3
15	5.2
16	5.1
17	5.2
18	5.2
19	5.1

~~7.0~~ 6.0 References

~~7.1~~ 6.1 *Financial Administration Act*, section 11(2)(d).

Part 2

Performance pay administration plan for LP-01, LP-02 and LP-03 levels

1.0 Purpose

1.1 This appendix contains provisions for the consistent application of the [performance pay administration](#) plan for lawyers at the LP-01, LP-02 and LP-03 levels.

2.0 Definitions

2.1 “acting pay” (« rémunération d’intérim »)

means the rate that an employee should be paid for a temporary assignment to a higher classification level position.

2.2 “in-range increase” (« augmentation à l’intérieur de l’échelle »)

means an increase in salary based on assessed level of performance, that results in an upward positioning in the range (not exceeding the job rate).

2.3 “job rate” (« taux normal »)

means the maximum rate of pay available to a qualified employee whose performance in the job is at least fully satisfactory.

2.4 “payroll” (« masse salariale »)

means the sum of salaries paid to employees subject to this plan, in a particular ~~department or agency~~ organization.

2.5 “performance award” (« prime de rendement »)

means a bonus payable to an employee whose salary has reached the job rate of the applicable salary range (or, as of May 10, 2013, the maximum of the lockstep salary range) and whose assessed level of performance is “Fully Meets” or “Exceeds”. It is payable in a lump sum and must be re-earned each year.

2.6 “retroactive period” (« période de rétroactivité »)

means the period commencing on the effective date of the retroactive upward revision in remuneration and ending on the day approval is given.

3.0 Performance pay administration

3.1 In-range increases ~~that take effect on April 1, 2012,~~ are governed by this performance pay plan. ~~Thereafter,~~ in-range increases for lawyers at the LP-01, L-02 and LP-03 levels will be in accordance with the lockstep salary ranges in Appendix A.

3.2 Lump-sum performance awards ~~payable on April 1, 2012,~~ are governed by this performance pay plan. ~~Effective May 10, 2013,~~ lawyers at the LP-01, LP-02 and LP-03 levels whose salary is at the maximum of the lockstep pay range ~~will continue to be~~ are eligible for lump-sum performance awards under the terms of this performance pay plan. ~~For performance during the fiscal year ending March 31, 2013, lump-sum performance awards will be paid on May 10, 2013. Thereafter,~~ performance awards will be paid within one hundred and twenty (120) days from the end of the fiscal period of each year for performance in the prior fiscal year. Expenditures on in-range increases and performance awards are controlled by a departmental budget, which may not be exceeded.

4.0 In-range increases

~~4.1 In-range increases up to the job rate, as a percentage of the employee’s salary, shall be granted annually for assessed performance as follows:~~

~~On April 1, 2012: LP-02 and LP-03~~

~~Exceeds: 7%~~

~~Fully Meets: 4.6%~~

~~Unsatisfactory: 0%~~
~~Unable to Assess: 0%~~

~~On April 1, 2012, and October 1, 2012: LP-01~~

~~Exceeds: 7%~~
~~Fully Meets: 4.6%~~
~~Unsatisfactory: 0%~~
~~Unable to Assess: 0%~~

4.1 In-range increases for lawyers at the LP-01, LP-02 and LP-03 levels will be in accordance with the lockstep salary ranges in Appendix A.

4.2 Under no circumstances should an in-range performance increase be authorized for an employee whose performance has been assessed as ~~“Did Not Meet.”~~ **“unsatisfactory”**.

~~4.3 Global performance ratings should be used to assist in the decision process for the determination of individual awards.~~

~~4.4 4.3 The Departmental performance pay budget is limited to five per cent (5%) of the departmental group payroll as at March 31. Only employees on strength March 31 and on April 1 are eligible for the purposes of this exercise. A lawyer at the LP-01 level must be in an eligible position on September 30, 2012, to receive an increase on October 1, 2012. Employees on leave without pay or on a maternity leave / paternal leave who would not normally be considered to be on strength, are, for purposes of this policy, deemed to be eligible.~~

~~4.5 Performance awards are limited to a maximum of seven per cent (7%) of an individual's salary (including a combination of in range salary increase and lump sum payments). Performance must be at least “Fully Meets” to be eligible for any lump sum award.~~

~~4.6 Performance awards for those paid below the job rate are to be applied as base salary increases within the current salary ranges. When the calculation of a performance award results in a salary that would exceed the current job rate, the difference is to be paid as a one-time lump sum.~~

~~4.7 4.4~~ **Employees Lawyers** on full-time language training are deemed to be on strength and are eligible for payment under this plan.

5.0 Performance awards

5.1 A performance award (bonus) shall be granted to an **employee lawyer** whose performance has been assessed as “Fully Meets” or “Exceeds,” and whose salary is already at the job rate ~~or has just reached the job rate by the application of an in range increase, or, as of May 10, 2013, and thereafter, whose salary is at the top of the lockstep pay range, and who is on strength on March 31 and April 1.~~ These lump sums must be re-earned year.

5.2 Performance awards shall be:

~~On April 1, 2012:~~

~~Exceeds: 7% of salary~~

~~Fully Meets: 4.6% of salary~~

~~On May 10, 2013, and thereafter:~~

Exceeds: up to 7% of salary

Fully Meets: up to 4.6% of salary

5.3 Global performance ratings should be used to assist in the decision process for the determination of individual awards.

6.0 Exceptions

6.1 Law Practitioner Group (LP-01)

6.1.1 The performance of legal officers at the LP-01 level shall be reviewed on a semi-annual basis and in-range increase-for performance granted consistent with ~~the rates set out above~~ **Appendix A**. Performance awards (lump-sum payments) are only paid out once a year.

7.0 Combined application of in-range increase and performance award

7.1 Some employees assessed as “Fully Meets” or “Exceeds” will reach their job rate with in-range increases which are less than the amounts permissible under the guidelines. In these cases, deputy heads shall grant a performance award in addition to the in-range increase. The combination of the two (2) amounts may not exceed the amounts permissible: seven per cent (7%) of salary for “Exceeds” and four decimal six per cent (4.6%) of salary for “Fully Meets.”

8.0 Performance pay for employees on leave without pay

8.1 Employees who have been absent on leave without pay for the full fiscal year and have not returned to work by March 31 of that fiscal year are not eligible for any performance increase. They are not to be included in the calculation of the budget.

8.2 Employees who have been on leave without pay for a part of the fiscal year may be eligible for a performance increase if they have been on strength for long enough to permit a meaningful evaluation of performance. Any performance pay should be pro-rated for the time they have been back on payroll.

9.0 Performance pay while receiving acting pay

9.1 An employee who is receiving acting pay for a temporary assignment to a group and level covered by this plan is eligible for performance pay at the higher level when the following criteria are met:

9.1.1 The substantive rate of pay has reached the range maximum and the employee is no longer eligible for increments or in-range performance increases in the substantive level; or an increment or in-range performance increase in the substantive level does not result in a change to the acting rate of pay and performance of the higher level duties is assessed as “Fully Meets” or better.

9.1.2 An employee on strength and in an acting situation on March 31, is eligible for the purposes of this exercise. Employees on leave without pay or on a maternity leave / paternal leave who would not normally be considered to be on strength, are, for purposes of this [policy plan](#), deemed to be eligible.

9.2 The commencement date of the acting assignment will not affect an employee’s eligibility for performance pay when these conditions are met. Pro-rating the performance increase, based on the length of time in the acting assignment, is an option.

9.3 Employees in acting status who are eligible for performance pay are to be included in the calculation of the [department’s organization’s](#) budget.

10.0 Ineligible employees

10.1 If within the review period an increment or an in-range performance increase in the substantive rate of pay results in a salary increase on recalculation of the acting pay, the employee is not eligible for performance pay under this plan, and should not be included in the calculation of the budget.

11.0 Limitations

11.1 Under no circumstances are the in-range increases and performance awards paid under this plan to exceed the percentages in [4.1 and](#) 5.2 above for the evaluated level of performance. Likewise, [department’s organization’s](#) may not exceed their aggregate exceptional performance budget.

12.0 Salary-related benefits

12.1 A performance award will be included as part of salary for the period in respect of which it was paid. Any such award paid in the year of retirement, but related to the year prior to retirement, will be fully counted in the calculation of the five-year average salary for pension purposes. However, it will not be reflected in the level of coverage under salary-related benefits such as Supplementary death benefit and insurances.

12.2 Performance awards will also not be considered part of salary for the purposes of termination benefits such as severance pay and cash-out of vacation leave, or for salary calculations related to promotion or transfer.

13.0 Authorization

13.1 The [deputy minister/](#) deputy head is authorized to determine increases in salary and to make performance awards as prescribed in this plan.

13.2 On those occasions when the circumstances of an individual case are so exceptional ~~that a department~~ **an organization** believes the ~~salary administration~~ plan ~~guidelines~~ should be exceeded, the deputy ~~minister~~ **head** must obtain prior written approval from the Treasury Board Secretariat.

14.0 Confidentiality

14.1 As a matter of government policy, disclosure is restricted to information on the salary ranges. The specific salary paid to an individual in a performance pay plan may be disclosed only to those public servants whose work requires access to such information.

APPENDIX "I"
**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA
AND THE ASSOCIATION OF JUSTICE COUNSEL IN RESPECT TO LEAVE FOR UNION BUSINESS:
COST RECOVERY**

This Memorandum of Understanding (MoU) is to give effect to an agreement reached between the Treasury Board (the Employer) and the Association of Justice Counsel (the AJC) to implement a system of cost recovery for leave for union business.

The parties agree to this MoU as a direct result of current Phoenix pay system implementation concerns related to the administration of leave without pay for union business.

Leave granted to an employee under the following clauses of the collective agreement: 11.01(1)(a), 11.01(l)(b), 11.05, 11.06, 11.08 and 11.09(1) will be with pay for a total maximum period of three (3) months per fiscal year.

This MOU is intended to adjust the procedure for employees taking leave under the above-noted clauses that is for a cumulative maximum of three (3) months per fiscal year. For any leave in excess of the three (3) month cumulative total in a fiscal year, the process shall revert to the existing terms of the collective agreement. This MOU shall have no effect on leave entitlements and obligations in excess of three (3) months.

The AJC shall then reimburse the Employer for the actual gross salary paid for each person-day, in addition to which shall also be paid to the Employer by the AJC an amount equal to six percent (6%) of the actual gross salary paid for each person-day, which sum represents the Employer's contribution for the benefits the employee acquired at work during the period of approved leave with pay pursuant to this MoU.

On a bi-monthly basis, and within one hundred and twenty (120) days of the end of the relevant period of leave, the hiring Department/Agency will invoice the AJC for the amount owed to them by virtue of this understanding. The amount of the gross salaries and the number of days of leave taken for each employee will be included in the statement.

The AJC agrees to reimburse the Department/Agency for the invoice within sixty (60) days of the date of the invoice.

This Memorandum of Understanding expires on May 9, ~~2022~~ 2026.

ANNEX C
ITEMS AGREED TO AND SIGNED DURING THE COURSE OF NEGOTIATIONS
FOR THE RENEWAL OF THE LP COLLECTIVE AGREEMENT

REFERENCES TO “EMPLOYEES” VS. “LAWYERS”

The parties agree to replacing references to “employees” with references to “lawyers” throughout the collective agreement for consistency purposes. Specific changes will be agreed upon by the parties when preparing the revised collective agreement for signature.

AMENDING REFERENCES FROM THE QUEEN TO THE KING

With the passing of Queen Elizabeth II and accession of King Charles III as regent, the Employer proposes to update these references.

**ARTICLE 2
INTERPRETATION AND DEFINITIONS**

2.01 For the purpose of this agreement:

(...)

n. **“common-law partner” (« conjoint de fait »)**

refers to a person **living cohabitating** in a conjugal relationship with a lawyer for a continuous period of at least one (1) year.

(...)

**ARTICLE 12
MEMBERSHIP DUES**

(...)

~~12.07 The Employer agrees to make deductions for other purposes on the basis of the production of appropriate documentation in accordance with its past practice with other unions.~~

(...)

Renumber accordingly

**ARTICLE 13
HOURS OF WORK**

(...)

13.01 The following applies to lawyers at the LP-01 and LP-02 levels:

(...)

- e. A lawyer required by the Employer to be on standby duty shall be available during his or her period of standby at a known telephone number, **email address and/or any other agreed method of communication** and be available to return for duty as quickly as possible if **contacted** ~~called~~.

(...)

13.02 The following applies to lawyers at the LP-03 and LP-04 and LP-05 levels. Effective April 1, 2013, paragraphs (i), (j) and (k) will apply to all lawyers.

(...)

- e. A lawyer required by the Employer to be on standby duty shall be available during his or her period of standby at a known telephone number, **email address and/or any other agreed method of communication** and be available to return for duty as quickly as possible if **contacted** ~~called~~.

(...)

ARTICLE 16
DESIGNATED PAID HOLIDAYS

16.01 Subject to clause 16.02, the following days shall be designated paid holidays for lawyers:

- a. New Year's Day,
- b. Good Friday,
- c. Easter Monday,
- d. the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
- e. Canada Day,
- f. Labour Day,
- g. **National Day for Truth and Reconciliation,**
- h. ~~g.~~ the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- i. ~~h.~~ Remembrance Day,
- j. ~~i.~~ Christmas Day,
- k. ~~j.~~ Boxing Day,
- l. ~~k.~~ one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the lawyer is employed or in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first (1st) Monday in August, and
- m. ~~l.~~ one additional day when proclaimed by an act of Parliament as a national holiday. (Arbitral award dated October 23, 2009, provision effective November 1, 2009)

(...)

ARTICLE 17
VACATION LEAVE WITH PAY

17.13 Leave when employment terminates

When a lawyer dies or otherwise ceases to be employed, he or his estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation ~~and furlough~~ leave with pay to his credit by the daily rate of pay applicable to the lawyer's authorized classification immediately prior to the termination of his employment.

ARTICLE 19
OTHER LEAVE WITH OR WITHOUT PAY

Delete references to "each week".

This applies to the following:

19.04 Maternity allowance

(...)

c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:

- i. where a lawyer is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for ~~each week of~~ the waiting period, less any other monies earned during this period,

(...)

19.07 Parental allowance

Option 1 – Standard parental allowance

(...)

- c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:

(...)

- vi. where a lawyer has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that lawyer is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay ~~for each week~~, less any other monies earned during this period, unless said lawyer has already received the one (1) week of allowance contained in 19.04(c)(iii) and 19.07(c)(v) for the same child.

(...)

Option 2 – Extended parental allowance

- I. Parental allowance payments made in accordance with the SUB Plan will consist of the following:

(...)

- iii. where a lawyer has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay ~~for each week~~, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 19.04(c)(iii) for the same child;
- iv. where a lawyer has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay ~~for each week~~, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 19.04(c)(iii) for the same child;

(...)

The parties agree that these changes will not result in any retroactive payment or adjustment. They will form part of the implementation, on a prospective basis, of the new collective agreement once signed. For greater certainty, these changes will become effective as per the collective agreement implementation timelines indicated in Appendix E.

**ARTICLE 32
PART-TIME LAWYERS**

Designated holidays

32.05 A part-time lawyer shall not be paid for the designated holidays but shall, instead be paid a premium of four decimal ~~two five six~~ per cent (~~4.25~~ **4.6**%) for all straight-time hours worked during the period of part-time employment.

- a. Should an additional day be proclaimed by an act of Parliament as a national holiday, as per paragraph 16.01 m), this premium will increase by zero decimal thirty-eight (0.38) percentage points.**
- b. The effective date of the percentage point increase will be within one hundred and eighty (180) days after the additional day is proclaimed by an act of Parliament as a national holiday, but not before the day on which the holiday is first observed.**

~~APPENDIX "F"~~

~~MEMORANDUM OF AGREEMENT BETWEEN THE TREASURY BOARD OF CANADA AND THE
ASSOCIATION OF JUSTICE COUNSEL ON SUPPORTING EMPLOYEE WELLNESS~~

The parties agree to delete Appendix "F" and reserve it for future use as required.

NEW* APPENDIX**MEMORANDUM OF UNDERSTANDING WITH RESPECT TO PAY SIMPLIFICATION SOLUTIONS**

The purpose of this memorandum of understanding (MOU) is to confirm the parties' commitment to ongoing collaboration with regards to the identification of human resources (HR) and pay administration simplification solutions. The parties recognize that this exercise may extend beyond the conclusion of negotiations for the current collective agreement.

Given the parties' shared commitment to these ongoing efforts, they may, by mutual consent, avail themselves of Article 30 should a revision be necessary to support one (1) or more solutions.

Efforts to identify human resources (HR) and pay administration simplification solutions will continue to focus on topics including but not limited to:

- acting administration;
- liquidation of leave;
- retroactive payments;
- allowances;
- general definitions;
- annual rates of pay;
- extra duty pay;
- union dues.

This MOU expires on the expiry date of this collective agreement, or upon implementation of the Next Generation HR and pay system, whichever comes first, unless otherwise agreed by the parties.