

**LETTER OF UNDERSTANDING
STANDBY DUTY FOR THE LP GROUP**

BETWEEN:

The Association of Justice Counsel (AJC)

AND

The Treasury Board of Canada (EMPLOYER)

The purpose of this letter of understanding is to clarify the parties' agreement with respect to Standby Duty for the LP group. The parties provided for the compensation of standby duty and call back in Annex A of the Memorandum of Agreement signed by the parties on February 22, 2018 (MOA) and it is the parties' intent to continue the provisions contained in Annex A for such compensation as set out and modified in this letter of understanding.

1. Continuation of Standby Duty Compensation

For the period commencing July 10, 2018 to November 7, 2018 (the date that the new negotiated provision from the binding conciliation report come into force), the parties agree to continue to compensate with management leave employees required to be on standby duty and to allow for the carryover of that management leave into the next fiscal year in accordance with the provisions of Annex A of the MOA, except as modified in section 3 of this letter of understanding. The parties further agree that as of November 7, 2018 the provisions with respect to standby duty in the binding conciliation board report dated July 10, 2018 will apply to compensation for standby duty, as referenced in the LP collective agreement that expired May 9, 2018.

2. Continuation of Call Back Compensation

The parties agree to continue to compensate employees who are called back to work while on standby duty and to allow for the carryover of that leave into the next fiscal year as per the provisions of Annex A of the MOA for the period commencing on July 10, 2018 and ending on the date on which the LP collective agreement immediately following the LP collective agreement that expired May 9, 2018 comes into effect.

3. Carry over of Management Leave

The parties also agree that clause 3 of Annex A does not apply to active employees who are on leave without pay. The term "active employees" is defined as employees who were on leave without pay when the MOA was signed and who have not been permanently struck off strength. All active employees who were on leave without pay when the MOA was signed will have one (1) year from the date on which they are no longer on leave without pay to use the management leave that they have accumulated as a result of the MOA.