

July 17, 2019

**EMPLOYER COMPREHENSIVE OFFER 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**

**The Employer proposes this comprehensive offer to settle, contingent upon agreeing to the following items:**

1. Increases to the rates of pay, as identified in Annex A.
2. Duration – four (4) year agreement, expiring on **May 9, 2022** as identified in Annex B.
3. Amendments to the following provisions, as identified in Annex C:
  - Article 13 – Hours of work
  - Article 17 – Vacation leave with pay
  - Article 19 – Other leave with or without pay
    - Clauses 19.02, 19.10, and 19.13 – Expansion of the definition of family
    - Clause 19.04 – Maternity allowance
    - Clause 19.06 – Parental leave without pay
    - Clause 19.07 – Parental allowance
    - (New) Clause 19.21 – Caregiving leave
    - (New) Clause 19.22 – Domestic violence leave
  - Article 22 – Severance pay
  - Article 37 – Benefits
  - Appendix “B” – Performance pay plan for lawyers at the LP-01, LP-02 and LP-03 levels
  - Appendix “D” – Office space
  - (New) Appendix “XX1” – Memorandum of Understanding with Respect to Implementation of the Collective Agreement
  - (New) Appendix “XX2” – Memorandum of Agreement on Supporting Employee Wellness
  - (New) Appendix “XX3” – Memorandum of Understanding with Respect to Workplace Harassment

- (New) Appendix “XX4” – Archived Provisions For The Elimination of Severance Pay For Voluntary Separations (Resignation And Retirement)
4. All items agreed to and signed during the course of negotiations form part of this offer, unless otherwise specified.
- (Various) Replace references to the Public Service Labour Relations Act (PSLRA) and to the Public Service Labour Relations and Employment Board (PSLREB)
  - Clause 12.06, Article 12 – Membership dues
  - Clause 17.04, Article 17 – Vacation leave with pay
  - Clauses 17.08 Carry-over and liquidation of vacation leave and 17.09, Article 17 – Vacation leave with pay
5. The Employer and the Association of Justice Counsel agree to undertake discussions on the Employer’s collective bargaining proposals presented on June 26, 2019 on the performance pay plans under Appendix B and Appendix C. Parties will endeavour to meet within three months of the date of the signing of this agreement and to conclude discussions within 18 months.
6. The Department of Justice and the Public Prosecution Service of Canada agree to work on a good faith basis with the Association of Justice Counsel to develop directives for each organization regarding management leave and flexibility in hours of work. The directives for each organization shall provide guidance:
- Including clear criteria, regarding permitting reasonable flexibility in hours of work to ensure a consistent approach within each organization.
  - To allow delegated managers to assess the circumstances in which management leave is appropriate.
7. The Employer and the Association of Justice Counsel agree to withdraw all other outstanding items.
8. Unless otherwise specified, existing provisions are renewed.
9. **On July 16, 2019 the parties concluded an agreement on a new Memorandum of Understanding (attached as Annex D) with respect to a joint wage study for the LP group, which includes elements:**
- The parties agree to a binding dispute resolution mechanism in accordance with section 182 of the *Federal Public Sector Labour Relations Act* (FPSLRA) to determine the requirement, if any, for a market adjustment to Law Practitioner salaries, in addition to the economic increases provided in the collective agreement.
  - The arbitrator would be chosen by mutual consent of the two parties. If parties are unable to agree on a person, the Chair of the Federal Public Sector Labour Relations and Employment Board will be requested to select a person. Such person must have the required competence to evaluate and interpret the joint study.

- The arbitrator's decision will be based on the results of the joint wage comparability study, and the criteria identified in 182 a) to d) of the FPSLRA. The arbitrator will not consider any other representations. The arbitrator will be required to provide reasons for their decision. The decision shall be final, and not subject to judicial review.
- Parties may specify by joint agreement other elements of the dispute resolution process, for example for inclusion in the Terms of Reference on the joint study.
- Both parties may agree to the value of the market adjustment, if any, in which case an arbitrator will not be appointed.
- If the arbitrator determines a market adjustment is warranted, the collective agreement will be re-opened to implement the market adjustment effective May 10, 2018. This amount must be a single percentage increase to all levels.
- The market adjustment shall form part of salary on a prospective basis, implemented in accordance with MOU on implementation of retroactive payments. Retroactive payment will be issued in accordance with MOU on implementation of retroactive payments. For clarity, the market adjustment (both prospective implementation as well as retroactive payments) will be taken into account for pension purposes.
- The AJC agrees to withdraw all legal action related to the 2014 arbitral decision.

10. Tentative agreements are subject to approval by the Treasury Board of Canada.

**Annex A**

**APPENDIX "A"  
ANNUAL RATES OF PAY**

**Rates of Pay**

The Employer agrees to implement the following economic increases in accordance with the proposed new Appendix "XX" – Memorandum of Understanding with Respect to Implementation of the Collective Agreement.

Amounts in respect of the period prior to the implementation date will be paid as a retroactive payment, in accordance to Appendix "XX". Subsequently, amounts will be provided as increases to rates of pay.

Effective May 10, 2018 - increase to rates of pay:	2%
Effective May 10, 2019 - increase to rates of pay:	2%
Effective May 10, 2020 - increase to rates of pay:	1.5%
Effective May 10, 2021 - increase to rates of pay:	1.5%

**Wage adjustments**

Effective May 10, 2018 - wage adjustment to all levels:	0.8%
Effective May 10, 2019 - wage adjustment to all levels:	0.2%



**Annex B**

**ARTICLE 38  
DURATION**

**38.01** The duration of this collective agreement shall be from the date it is signed to May 9, ~~2018-2022~~.

## Annex C

### ARTICLE 13 HOURS OF WORK

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

13.01 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. 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 f. In requiring lawyers for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.
- h g. No standby **or call-back** compensation leave shall be granted if a lawyer is unable to report for duty when required.
- i h. Leave under this article can be carried over but must be used by the end of the next fiscal year.
- j i. 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.
- k j. 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 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.
- 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 f. In requiring lawyers for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.
- h g. No standby **or call-back** compensation leave shall be granted if a lawyer is unable to report for duty when required.
- i h. Leave under this article can be carried over but must be used by the end of the next fiscal year.
- j i. Lawyers are eligible for management leave with pay, as the delegated manager considers appropriate, ~~for a period of up to five (5) days in one (1) fiscal year.~~ **An e**Examples of a situations where such leave may be granted **are-is** where lawyers are required to work excessive hours ~~or where a lawyer is significantly restricted as a result of being on standby duty.~~
- j. ~~Under exceptional circumstances, the deputy head may, upon considering the recommendation of a delegated manager, approve management leave with pay for a period exceeding the five (5) days referred to above.~~
- k. Management leave with pay granted under (ia) ~~and/or (j)~~ 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 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, 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.**



## EXPANSION OF THE DEFINITION OF FAMILY

### ARTICLE 19 OTHER LEAVE WITH OR WITHOUT PAY

*(\*\*Specific sections to be amended are noted as follows\*\*)*

#### 19.02 Bereavement leave with pay

For the purpose of this clause, immediate family is defined as the father, mother, child (or alternatively stepparent, foster parent, stepchild, **foster child**, or ward) of the lawyer or the lawyer's spouse (including common-law partner), brother, step-brother, sister, step-sister, 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.**

- b. **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.**
- c. **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, and grandparents of spouse.**
- ~~b~~d. 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 paragraph 19.02(a).

#### 19.10 Leave without pay for the care of **immediate** family

Subject to operational requirements, a lawyer shall be granted leave without pay for the care of **immediate** family in accordance with the following conditions:

- a. for the purpose of this clause, family is defined as spouse (or common-law partner resident with the lawyer), children (including foster children or children of spouse or common-law partner), grandchildren, parents (including step-parents or foster parent) or any 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 lawyer whether or not there is any degree of consanguinity between such person and the lawyer.**

**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 employee**), parents (including stepparents or foster parents), father-in-law, mother-in-law, brother, sister, step-brother, step-sister, 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.**

## ARTICLE 19 OTHER LEAVE WITH OR WITHOUT PAY

### 19.04 Maternity allowance (\*\*Specific sections to be amended is noted as follows\*\*)

- a. A lawyer who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), provided that she:
- iii. has signed an agreement with the Employer stating that:
- A. she will return to work **within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act**, on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
- B. following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;
- C. should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, she will be indebted to the Employer for an amount determined as follows:
- |                      |   |  |
|----------------------|---|--|
| (allowance received) | X | (remaining period to be worked following her return to work) |
|                      |   | <hr/>  |
|                      |   | [total period to be worked as specified in (B)]              |

however, a lawyer whose specified period of employment expired and who is rehired **within the federal public administration as described in section (A)**, ~~in any portion of the core public administration as specified in the Public Service Labour Relations Act~~ within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

## 19.06 Parental leave without pay

- a. Where a lawyer has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the lawyer shall, upon request, be granted parental leave without pay for ~~a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the lawyer's care.~~ **either:**
- i. **a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option),**
  - or**
  - ii. **single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option)**
- beginning on the day on which the child is born or the day on which the child comes into the lawyer's care.**
- b. Where ~~a~~ lawyer commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the lawyer shall, upon request, be granted parental leave without pay for ~~a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child comes into the lawyer's care.~~ **either:**
- i. **a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option),**
  - or**
  - ii. **single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option)**
- beginning on the day on which the child comes into the lawyer's care.**
- c. Notwithstanding paragraphs (a) and (b) above, at the request of a lawyer and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two (2) periods.
- d. Notwithstanding paragraphs (a) and (b):
- i. where the lawyer's child is hospitalized within the period defined in the above paragraphs, and the lawyer has not yet proceeded on parental leave without pay,
  - or**

- ii. where the lawyer has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,  
  
the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the lawyer was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.
- e. A lawyer who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the commencement date of such leave.
- f. The Employer may:
  - i. defer the commencement of parental leave without pay at the request of the lawyer;
  - ii. grant the lawyer parental leave without pay with less than four (4) weeks' notice;
  - iii. require a lawyer to submit a birth certificate or proof of adoption of the child.
- g. Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

#### **19.07 Parental allowance**

**Under the Employment Insurance (EI) benefits plan, parental allowance is payable under two options, either:**

- **Option 1: standard parental benefits, 19.07 paragraphs (c) to (k), or**
- **Option 2: extended parental benefits, 19.07 paragraphs (l) to (t).**

**Once a lawyer elects the standard or extended parental benefits and the weekly benefit top up allowance is set, the decision is irrevocable and shall not be changed should the lawyer return to work at an earlier date than that originally scheduled.**

**Under the Québec Parental Insurance Plan (QPIP), parental allowance is payable only under Option 1: standard parental benefits.**

#### **Parental Allowance Administration**

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- a. A lawyer who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), **or (l) to (r)** providing he or she:
- i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,
  - ii. provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance **Plan** or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,
- and
- iii. has signed an agreement with the Employer stating that:
    - A. the lawyer will return to work **within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act**, on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
    - B. following his or her return to work, as described in section (A), the lawyer will work for a period equal to the period the employee was in receipt of the **standard** parental allowance, in addition to the period of time referred to in section 19.04(a)(iii)(B), if applicable; **Where the lawyer has elected the extended parental allowance, following his or her return to work, as described in section (A), the lawyer will work for a period equal to sixty percent (60%) of the period the lawyer was in receipt of the extended parental allowance in addition to the period of time referred to in section 19.04(a)(iii)(B), if applicable.**
    - C. should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, he or she will be indebted to the Employer for an amount determined as follows:

(remaining period to be worked, **as specified in (B)**, following his or her return to work)

(allowance received) X

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[total period to be worked as specified in (B)]



however, a lawyer whose specified period of employment expired and who is rehired **within the federal public administration as described in section (A), in any portion of the core public administration as specified in the Public Service Labour Relations Act** within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

- b. For the purpose of sections (a)(iii)(B) and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the lawyer's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

#### **Option 1 - Standard Parental Allowance:**

- c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where a lawyer **on parental leave without pay as described in 19.06(a)(i) and (b)(i), has elected to receive Standard Employment Insurance parental benefits and** is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay, for ~~each week of~~ the waiting period, less any other monies earned during this period;
  - ii. for each week the lawyer receives parental, adoption or paternity benefits under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate of pay and the parental, adoption or paternity benefits, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefits to which he or she would have been eligible if no extra monies had been earned during this period;
  - iii. where a lawyer has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit **or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity** under the Québec Parental Insurance Plan **for the same child and either employee** thereafter remains on parental leave without pay, ~~she~~ **that employee** is eligible to receive a further parental allowance for a period of **up to** two (2) weeks, ninety-three per cent (93%) of ~~her~~ **their** weekly rate of pay for each week, less any other monies earned during this period,  
**and**
  - iv. **where a lawyer has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Québec Parental 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 up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period;**

- iv. where a lawyer has received the full thirty-five (35) weeks of parental benefit under Employment Insurance **Plan** 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, ninety-three per cent (93%) of his or her 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) for the same child.

**and**

- 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.**
- d. At the lawyer's request, the payment referred to in subparagraph 19.07(c)(i) will be estimated and advanced to the lawyer. Adjustments will be made once the lawyer provides proof of receipt of Employment Insurance ~~or Québec Parental Insurance~~ Plan parental benefits.
  - e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and a lawyer will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act or the **Act Respecting Parental Insurance** ~~Parental Insurance Act~~ in Québec.
  - f. The weekly rate of pay referred to in paragraph (c) shall be:
    - i. for a full-time lawyer, the lawyer's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
    - ii. for a lawyer who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the lawyer's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.



- g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the lawyer is entitled for the substantive level to which she or he is appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay a lawyer is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the lawyer was being paid on that day.
- i. Where a lawyer becomes eligible for a pay increment or pay revision that would increase the parental allowance, the allowance shall be adjusted accordingly.
- j. Parental allowance payments made under the SUB Plan will neither reduce nor increase a lawyer's deferred remuneration or severance pay.
- k. The maximum combined shared maternity and **standard** parental allowances payable under this collective agreement shall not exceed fifty-~~seventwo (52)~~ **(57)** weeks for each combined maternity and parental leave without pay.

(New)

**Option 2 - Extended Parental Allowance:**

- l. Parental Allowance payments made in accordance with the SUB Plan will consist of the following:**
  - i. where a lawyer on parental leave without pay as described in 19.06(a)(ii) and (b)(ii), has elected to receive Extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay for the waiting period, less any other monies earned during this period;**
  - ii. for each week the lawyer receives parental benefits under the Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate and the parental benefit, less any other monies earned during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;**
  - 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 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 lawyer 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;
- m. At the lawyer's request, the payment referred to in subparagraph 19.07(l)(i) will be estimated and advanced to the lawyer. Adjustments will be made once the lawyer provides proof of receipt of Employment Insurance.
- n. The parental allowance to which a lawyer is entitled is limited to that provided in paragraph (l) and a lawyer will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act.
- o. The weekly rate of pay referred to in paragraph (l) shall be:
  - i. for a full-time lawyer, the lawyer's weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;
  - ii. for a lawyer who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the lawyer's straight time earnings by the straight time earnings the lawyer would have earned working full-time during such period.
- p. The weekly rate of pay referred to in paragraphs (l) shall be the rate to which the lawyer is entitled for the substantive level to which he or she is appointed.
- q. Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay a lawyer is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the lawyer was being paid on that day.
- r. Where a lawyer becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- s. Parental allowance payments made under the SUB Plan will neither reduce nor increase a lawyer's deferred remuneration or severance pay.

- t. **The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.**

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

**(NEW)**

**19.21 Caregiving leave**

- a. An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults may be granted leave without pay while in receipt of or awaiting these benefits.**
- b. The leave without pay described in 19.21(a) shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children and fifteen (15) weeks for Family Caregiver Benefits for Adults, in addition to any applicable waiting period.**
- c. When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been accepted.**
- d. When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been denied, clause 19.21(a) above ceases to apply.**
- e. Leave granted under this clause shall count for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.**

## ARTICLE 19 OTHER LEAVE WITH OR WITHOUT PAY

(NEW)

### 19.22 Domestic Violence Leave

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

- a. The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
- b. Upon request, an employee 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 employee has or had an intimate relationship shall be granted domestic violence leave in order to enable the employee, 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 an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.
- e. Notwithstanding paragraphs 19.22(b) and 19.22(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

## ARTICLE 22 SEVERANCE PAY

~~Effective March 12, 2013, paragraph 22.01(b) and (c) are deleted from the collective agreement.~~

22.01 Under the following circumstances and subject to clause 22.02 a lawyer shall receive severance benefits calculated on the basis of his weekly rate of pay:

a. Lay-off

- i. On the first (1st) lay-off after November 28, 1969, two (2) weeks' pay for the first (1st) complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- ii. On second (2nd) or subsequent lay-off after November 28, 1969, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which he was granted Severance Pay under subparagraph 22.01(a)(i) above.

~~b. — Resignation~~

~~On resignation, subject to paragraph 22.01(e) and with ten (10) or more years of continuous employment, one half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.~~

~~c. — Retirement~~

~~On retirement, when a lawyer is entitled to an immediate annuity or to an immediate annual allowance under the Public Service Superannuation Act, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.~~

d. Death

If a lawyer dies, there shall be paid to the lawyer's estate, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.



e. Termination for cause for reasons of incapacity or incompetence

- i. When a lawyer has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity, pursuant to section 12(1)(e) of the Financial Administration Act, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of twenty-eight (28) weeks.
- ii. When a lawyer has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence, pursuant to the provisions of section 12(1)(d) of the Financial Administration Act, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of twenty-eight (28) ) weeks.

22.02 The period of continuous employment used in the calculation of severance benefits payable to a lawyer under this article shall be reduced by any period of continuous employment in respect of which the lawyer was already granted severance pay, retiring leave or a ~~cash~~ **gratuity lump sum payment** in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under ~~this article clause 22.01 and 22.04~~ be pyramided.

For greater certainty, payments **for the elimination of severance pay for voluntary separation (resignation and retirement)** made pursuant to 22.04-22.07 **of Appendix XX4** or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

22.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the lawyer is entitled for the classification prescribed in his certificate of appointment, immediately prior to the termination of his employment.

~~22.04 Severance termination~~

- ~~a. Subject to 22.02 above, indeterminate employees on March 12, 2013, shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty five (365), to a maximum of thirty (30) weeks.~~
- ~~b. Subject to 22.02 above, term employees on March 12, 2013, shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.~~

**22.04 For employees who were subject to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) and who opted to defer their payment, the former provisions outlining the payment in lieu are found at Appendix XX4.**

**Terms of payment**

**22.05—Options**

~~The amount to which an employee is entitled shall be paid, at the employee's discretion, either:~~

~~a. — as a single payment at the rate of pay of the employee's substantive position as of March 12, 2013,~~

~~-or-~~

~~b. — as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration,~~

~~-or-~~

~~c. — as a combination of (a) and (b), pursuant to 22.06(c).~~

**22.06—Selection of option**

~~a. — The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the date of official signing of this collective agreement.~~

~~b. — The employee shall advise the Employer of the term of payment option selected within six (6) months from the date of official signing of this collective agreement.~~

~~c. — The employee who opts for the option described in 22.05(c) must specify the number of complete weeks to be paid out pursuant to 22.05(a) and the remainder to be paid out pursuant to 22.05(b).~~

~~d. — An employee who does not make a selection under 22.06(b) will be deemed to have chosen option 22.05(b).~~

**22.07—Appointment from a different bargaining unit**

~~This clause applies in a situation where an employee is appointed into a position in the LP bargaining unit from a position outside the LP bargaining where, at the date of appointment, provisions similar to those in 22.01(b) and (c) are still in force, unless the appointment is only on an acting basis.~~



- a. ~~Subject to 22.02 above, on the date an indeterminate employee becomes subject to this agreement after March 12, 2013, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.~~
- b. ~~Subject to 22.02 above, on the date a term employee becomes subject to this agreement after March 12, 2013, he or she shall be entitled to severance payment payable under 22.05(b), equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.~~
- c. ~~An employee entitled to a severance payment under subparagraph (a) or (b) shall have the same choice of options outlined in 22.05; however, the selection of which option must be made within three (3) months of being appointed to the bargaining unit.~~
- d. ~~An employee who does not make a selection under 22.07(c) will be deemed to have chosen option 22.05(b).~~

*(Renumber accordingly)*

## **ARTICLE 37 BENEFITS**

**37.01** Lawyers shall be provided with the following insurance coverage and benefits:

**g. Parking**

**Effective on the date of the signing of this agreement, clause 37.01(g) becomes a grand parenting clause:**

For lawyers at the LP-03, LP-04 and LP-05 levels, the Employer shall pay fifty per cent (50%) of either:

- i. the monthly parking rate charged for Crown parking facilities;  
  
or
- ii. the monthly rate charged for commercial facilities, limited to a maximum of the amount payable in (i).

At locations where, as of April 28, 2006, this benefit was provided to lawyers at the LP-01 or LP-02 level, it shall continue to be provided to such lawyers on a “present incumbents only” basis. (Arbitral award dated October 23, 2009, provisions of paragraphs 37.01(a) to 37.01(g) effective November 1, 2009)

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

*(\*\*Specific sections to be amended is noted as follows\*\*)*

**3.0 Performance pay administration**

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 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 120 days from the end of the fiscal period** ~~on May 10~~ 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.

## **APPENDIX "D"**

### **OFFICE SPACE**

The parties will consult, at the national level or such other level as they may agree, on the subject of appropriate office accommodation, having regard (i) to the responsibilities assigned to the members of the bargaining unit, particularly their professional obligation to maintain confidentiality and to protect solicitor-client privilege, and (ii) to the context of the federal public service.

~~They will meet within one hundred and fifty (150) days of the issuing of this Award to begin the discussions. (Arbitral award dated October 23, 2009, provision effective November 1, 2009)~~

(NEW)

**APPENDIX "XX1"**  
**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND  
THE ASSOCIATION OF JUSTICE COUNSEL WITH RESPECT TO  
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 (AJC) regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.



**1. Calculation of retroactive payments**

a. Retroactive calculations that determine amounts payable to employees for a retroactive period shall be made based on all transactions that have been entered into the pay system up to the date on which the historical salary records for the retroactive period are retrieved for the calculation of the retroactive payment.

b. Retroactive amounts will be calculated by applying the relevant percentage increases indicated in the collective agreement rather than based on pay tables in agreement annexes. The value of the retroactive payment will differ from that calculated using the traditional approach, as no rounding will be applied. The payment of retroactive amount will not affect pension entitlements or contributions relative to previous methods, except in respect of the rounding differences.

c. 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
- Salary for the month of death
- Transition Support Measure
- Eligible allowances and supplemental salary depending on collective agreement (e.g. Performance Pay)

**d. The payment of retroactive amounts related to transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved, such as acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.**

**e. Any outstanding pay transactions will be processed once they are entered into the pay system and any retroactive payment from the collective agreement will be issued to impacted employees.**

## **2. Implementation**

**a. The effective dates for economic increases will be specified in the agreement. Other effective provisions of the collective agreement will be as follows:**

**i. All components of the agreement unrelated to pay administration will come into force on signature of agreement.**

**ii. Changes to existing compensation elements 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 agreement, on the date at which prospective elements of compensation increases will be implemented under 2(b)(i).**

**iii. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid until changes come in to force as stipulated in 2(a)(ii).**

**b. Collective agreement will be implemented over the following timeframes:**

**i. 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 agreement where there is no need for manual intervention.**

**ii. Retroactive amounts payable to employees will be implemented within one-hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.**

**iii. Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within five-hundred and sixty (560) days after signature of agreement. Manual intervention is generally required for employees on an extended period of leave without pay (e.g., maternity/parental leave), salary protected employees and those with transactions such as leave with income averaging,**

**pre-retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex salary history.**

### **3. Employee Recourse**

**a. An employee who is in the bargaining unit for all or part of the period between the first day of the collective agreement (i.e., the day after the expiry of the previous collective agreement) and the signature date of the collective agreement will be entitled to a non-pensionable amount of four hundred dollars (\$400) payable within one-hundred and eighty (180) days of signature, in recognition of extended implementation timeframes and the significant number of transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved.**

**b. Employees in the bargaining unit for whom the collective agreement is not implemented within one-hundred and eighty one (181) days after signature will be entitled to a fifty dollar (\$50) non-pensionable amount; these employees will be entitled to an additional fifty dollar (\$50) non-pensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented, to a total maximum of nine (9) payments. These amounts will be included in their final retroactive payment. For greater certainty, the total maximum amount payable under this paragraph is four hundred and fifty dollars (\$450).**

**c. If an employee is eligible for compensation in respect of section 3 under more than one collective agreement, the following applies: the employee shall receive only one non-pensionable amount of four hundred dollars (\$400); for any period under 3(b), the employee may receive one (1) fifty dollar (\$50) payment, to a maximum total payment of four hundred and fifty dollars (\$450).**

**d. Should the Employer negotiate higher amounts for 3(a) or 3(b) with any other bargaining agent representing core public administration (CPA) employees, it will compensate AJC members for the difference in an administratively feasible manner.**

**e. Late implementation of the 2018 collective agreements will not create any entitlements pursuant to the Agreement between the CPA Bargaining Agents and the Treasury Board of Canada with regard to damages caused by the Phoenix Pay System.**

**f. Employees for whom collective agreement implementation requires manual intervention will be notified of the delay within one-hundred and eighty (180) days after signature of the agreement.**

**g. Employees will be provided a detailed breakdown of the retroactive**

**payments received and may request that the departmental compensation unit 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 AJC regarding the format of the detailed breakdown.**

**h. In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay.**



(NEW)

**APPENDIX "XX2"**  
**MEMORANDUM OF AGREEMENT ON**  
**SUPPORTING EMPLOYEE WELLNESS**

**This Memorandum of Agreement is to give effect to the understanding reached between the Employer and the Association of Justice Counsel (AJC) regarding issues of employee wellness.**

**The parties agree to establish a Task Force, comprised of a Steering Committee and a Technical Committee, with a long-term focus and commitment from senior leadership of the parties.**

**The Task Force will develop recommendations on measures to improve employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.**

**The Steering Committee and Technical Committee will be established by January 31, 2017. The committees will be comprised of an equal number of Employer representatives and Union representatives. The Steering Committee is responsible for determining the composition of the Technical Committee. The Steering Committee shall be co-chaired by the President of the Alliance and a representative of the Employer.**

**The Steering Committee shall establish the terms of reference for the Technical Committee, approve a work plan for the Technical Committee, and timelines for interim reports from the Technical Committee.**

**All time spent by employees in support of the Technical Committee shall be deemed to be leave with pay for union activities. The Employer will grant leave with pay for employees engaged in these activities, including preparation and travel time.**

**Dates may be extended by mutual agreement of the Steering Committee members. The Technical Committee's terms of reference may be amended from time to time by mutual consent of the Steering Committee members.**

**The Technical Committee will develop all agreements and documents needed to support the consideration of a wellness plan during the next round of collective bargaining. This work shall be completed by December 1, 2021. The Technical Committee shall provide interim recommendations for review by the Steering Committee on the following matters through a series of regular meetings:**

- Income replacement parameters, the treatment of accumulated sick leave credits and consequential changes to existing leave provisions within the collective agreements;**
- Eligibility conditions for a new wellness plan;**
- Privacy considerations;**
- Internal assessment as well as approval and denial processes;**

- **Case management and measures to ensure the successful return of employees to the workplace after a period of leave due to illness or injury;**
- **Joint governance of the wellness plan;**
- **Options for alternative medical treatments;**
- **Other measures that would support an integrated approach to the management of employee wellness for Federal Public Service employees, including but not limited to ways to reduce and eliminate threats to workplace wellness, including discrimination, harassment, workplace violence, bullying, and abuse of authority.**

**The Technical Committee shall respect the related work of the Mental Health Task Force and the Service Wide Occupational Health and Safety Committee in its deliberations. The Technical Committee shall also review practices from other Canadian jurisdictions and employers that might be instructive for the Public Service, recognizing that not all workplaces are the same. The Service Wide Occupational Health and Safety Committee shall be consulted as required. Leading Canadian experts in the health and disability management field shall also be consulted.**

### **Key Principles**

#### **A new wellness plan shall:**

- **Contribute to a healthy workforce, through a holistic consideration of physical and mental health issues.**
- **Include case management and timely return to work protocols, based on best practices.**
- **Investigate integration with other public service benefit plans.**
- **Address a wide range of medical conditions, work situations and personal circumstances facing employees, including chronic and episodic illnesses and travel time from northern and remote communities for diagnosis and treatment (subject to the NJC Directives, such the Isolated Post and Government Housing Directive) and wait times for medical clearances to return home.**
- **Be contained in the collective agreements. The final level of adjudication associated with the plan will be the Federal Public Sector Labour Relations and Employment Board (FPSLREB).**
- **Be administered internally within the Federal Public Service, rather than by third-party service provider.**
- **Have common terms which will apply to all employees.**
- **Provide for full income replacement for periods covered by the plan.**
- **Ensure that new measures provide at least the same income support protection as that provided by earned sick leave banks in the current regime.**
- **Current sick leave banks would be grand-fathered/protected and their value appropriately recognized.**

**If an agreement is not reached within the period of this agreement, or should the parties reach impasse before then, the parties agree to jointly appoint a mediator within 30 days.**

**If the parties are unsuccessful in reaching an agreement, after mediation, the current terms and conditions of employment related to the sick leave regime for AJC members remain unchanged.**

(NEW)

**APPENDIX "XX3"**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF  
CANADA AND THE ASSOCIATION OF JUSTICE COUNSEL WITH RESPECT TO  
WORKPLACE HARASSMENT**

**This memorandum is to give effect to the agreement reached between the Treasury Board and the Association of Justice Counsel (AJC).**

**Both parties share the objective of creating healthy work environments that are free from harassment and violence. In the context of the passage of Bill C-65 *An Act to amend the Canada Labour Code* by the Government of Canada, as well as the Clerk of the Privy Council's initiative to take action to eliminate workplace harassment, the Treasury Board is developing a new directive covering both harassment and violence situations.**

**During this process, the Treasury Board will consult with the members of National Joint Council (NJC) on the following:**

- **mechanisms to guide and support employees through the harassment resolution process;**
- **redress for the detrimental impacts on an employee resulting from an incident of harassment; and**
- **ensuring that employees can report harassment without fear of reprisal.**

**Should the AJC request, the Employer would, in addition to the NJC consultations, agree to bilateral discussions with AJC. Following such discussions, a report will be provided to the NJC.**

**The implementation and application of this directive do not fall within the purview of this memorandum or the collective agreement.**

**This memorandum expires upon issuance of the new directive or on May 9, 2022, whichever comes first.**

(NEW)

**APPENDIX "XX4"**  
**ARCHIVED PROVISIONS FOR THE ELIMINATION OF SEVERANCE PAY FOR  
VOLUNTARY SEPARATIONS (RESIGNATION AND RETIREMENT)**

This Appendix is to reflect the language agreed to by the Employer and the Association of Justice Counsel for the elimination of severance pay for voluntary separations (resignation and retirement) on March 12, 2013. These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.

**Article 22**  
**Severance Pay**

Effective March 12, 2013, paragraph 22.01(b) and (c) are deleted from the collective agreement.

**22.01 Under the following circumstances and subject to clause 22.02 a lawyer shall receive severance benefits calculated on the basis of his weekly rate of pay:**

- a. Lay-Off**
  - i. On the first (1st) lay-off after November 28, 1969, two (2) weeks' pay for the first (1st) complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).**
  - ii. On second (2nd) or subsequent lay-off after November 28, 1969, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which he was granted Severance Pay under subparagraph 22.01(a)(i) above.**
- b. Resignation**  
**On resignation, subject to paragraph 22.01(c) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.**
- c. Retirement**  
**On retirement, when a lawyer is entitled to an immediate annuity or to an immediate annual allowance under the Public Service Superannuation Act, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.**
- d. Death**

If a lawyer dies, there shall be paid to the lawyer's estate, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

- e. **Termination for Cause for Reasons of Incapacity or Incompetence**
  - i. When a lawyer has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity, pursuant to section 12(1)(e) of the Financial Administration Act, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of twenty-eight (28) weeks.
  - ii. When a lawyer has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence, pursuant to the provisions of section 12(1)(d) of the Financial Administration Act, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of twenty-eight (28) weeks.

22.02 The period of continuous employment used in the calculation of severance benefits payable to a lawyer under this Article shall be reduced by any period of continuous employment in respect of which the lawyer was already granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under clause 22.01 and 22.04 be pyramided.

For greater certainty, payments made pursuant to 22.04-22.07 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

22.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the lawyer is entitled for the classification prescribed in his certificate of appointment, immediately prior to the termination of his employment.

#### 22.04 Severance Termination

- a. Subject to 22.02 above, indeterminate employees on March 12, 2013 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty five (365), to a maximum of thirty (30) weeks.



- b. Subject to 22.02 above, term employees on March 12, 2013 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

### Terms of Payment

#### 22.05 Options

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

- a. as a single payment at the rate of pay of the employee's substantive position as of March 12, 2013,
- or
- b. as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration,
- or
- c. as a combination of (a) and (b), pursuant to 22.06(c).

#### 22.06 Selection of Option

- a. The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the date of official signing of this collective agreement.
- b. The employee shall advise the Employer of the term of payment option selected within six (6) months from the date of official signing of this collective agreement.
- c. The employee who opts for the option described in 22.05(c) must specify the number of complete weeks to be paid out pursuant to 22.05(a) and the remainder to be paid out pursuant to 22.05(b).
- d. An employee who does not make a selection under 22.06(b) will be deemed to have chosen option 22.05(b).

#### 22.07 Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee is appointed into a position in the LA bargaining unit from a position outside the LA bargaining where, at the date of appointment, provisions similar to those in 22.01(b) and (c) are still in force, unless the appointment is only on an acting basis.

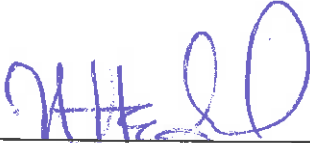
- a. Subject to 22.02 above, on the date an indeterminate employee becomes subject to this Agreement after March 12, 2013, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.

- b. Subject to 22.02 above, on the date a term employee becomes subject to this Agreement after March 12, 2013, he or she shall be entitled to severance payment payable under 22.05(b), equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- c. An employee entitled to a severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in 22.05, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.
- d. An employee who does not make a selection under 22.07(c) will be deemed to have chosen option 22.05(b).



This tentative settlement is agreed to and signed at Ottawa,  
this 17<sup>th</sup> day of the month of July 2019.

For the Association of Justice Counsel



Ursula Hendel, President

Kevin Staska

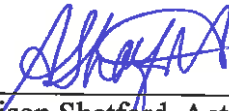
Nadine Silverman

David McNairn

Gilese Turner

Karen Truscott

For the Treasury Board of Canada  
Secretariat:



Allison Shatford, Acting Negotiator  
(on behalf of Luc Presseau, Negotiator)

Daniel Daoust, Analyst

Lynn Lovett

Anne-Marie Ranger

Anny Blondeau

Christian Roy

Claude Alain

Isabelle Niquette

Shaun O'Leary

Virginie Emiel-Wildhaber

## **Annex D**

### **MEMORANDUM OF UNDERSTANDING FOR THE LAW PRACTITIONER JOINT COMPENSATION COMPARABILITY STUDIES**

#### **1. Objective**

The purpose of this Memorandum is to outline the governance and associated processes related to the conduct of two joint compensation comparability studies and subsequent binding dispute resolution mechanism in accordance with section 182 of the *Federal Public Sector Labour Relations Act* (FPSLRA) for determining the need and potential value of a market adjustment for the Law Practitioner (LP) group.

#### **2. Governance and timelines**

The AJC and the Employer will oversee the study together (henceforth the working group). Both parties will have equal decision-making authority over the study's direction and will work collaboratively to address any divergent opinions throughout the study's duration. The working group shall meet every second month, or as required in order to meet the timelines in this memorandum of understanding.

Each party shall appoint a delegate and alternate to make decisions between meetings, to ensure the timely progress of work. The working group shall determine the appropriate delegation of decision-making authority to the delegate and alternate. Both parties will ensure adequate staffing resources are made available to meet those timelines.

One of the first objectives of the working group shall be to establish a work plan identifying the actions required to complete all work within 15 months from the time the project plan is submitted to the working group by the contractors. The parties will make every reasonable effort to establish the work plan within sixty days of ratification of the collective agreement. The third-party decision-making process should be organized toward rendering a decision within three months of the completion of compensation comparability work.

#### **3. The contracting process**

The contractors will assess LP compensation in comparison a) to provincial and territorial government lawyers, Judge Advocate General's lawyers, and federal Separate Agencies (an external comparability study) and b) other professional occupations in the Core Public Administration (an internal relativity study), in accordance with the Statement of Work for each study.

The Employer agrees to use its existing contracting vehicle for the two studies. The vehicle remains effective until March 31, 2020, and then must be renewed. Contracts in excess of \$300,000 including taxes would require a new contracting vehicle, and so are out of scope for the purposes of this MoU.

The Employer agrees to provide up to \$300,000, including taxes, for the internal relativity study and up to \$150,000 for the external comparability studies.

All contracting processes related to the studies must respect federal government and departmental contracting policy directives and guidelines.

Unless otherwise agreed, any communication related to the conduct and substance with the Contractor outside of scheduled meetings or conference calls will be conducted via e-mail, with all parties being copied on those communications. The parties agree to make best efforts to be available for any needed communication to facilitate the progress of work.

It is recognised that the Employer may communicate bilaterally with the contractor from time to time regarding contract management and the financial administration of the contracts. The Employer will endeavour to inform the AJC of these instances.

Contractors shall be expected to conduct their work in a neutral, transparent and professional manner that avoids any perception or occurrence of bias toward one of the participating parties. For the internal relativity study, the working group will determine the process to select job descriptions that are representative of the different work streams and job group levels (20 to 25 groups and levels) for the following occupational groups: Auditing (AU), Economics and Social Sciences Services (EC) levels EC-05 to EC-08 (Economists and Economic Policy Researchers and Analysts job stream), Engineering and Land Survey (EN), Executive (EX) levels EX-01 to EX-04, and Medical Specialist level MD-MSP-01 as part of Medicine (MD).

Job group levels will be selected from these occupational groups to provide comparators along the full range of salaries in the LP group, to cover a broad range of work while giving greater weight to the LP working levels. The selection process, which may include random selection, will be agreed to in advance by the working group. Lawyers earning the Toronto rate will be excluded for the purpose of this comparison.

For the external comparability study, the working group will provide the contractor with job descriptions that are representative of the different streams of LP work, and the different job group levels.

The appended Draft Statements of Work form part of this MOU, shall be the basis on which the work will be contracted, subject to modifications required to conform to government contracting policy directives and guidelines.

#### **4. Dispute resolution**

In the spirit of the joint nature of this work, parties will endeavour to develop a consensus on the methodology and conduct of the studies.

An expert in the conduct of comparability studies will be hired on retainer, by joint agreement, at the commencement of this process (the Expert). In the event that agreement cannot be reached

in a timely manner on the methodology and conduct of the studies, either party may request that the contractor of the study provide a recommendation on the appropriate approach.

If there is not agreement to accept the Contractor's recommendation, either party may request the Expert review the recommendation to determine whether to accept it, or identify an alternate approach. The Expert shall render a decision in a timely manner, generally within one week, subject to the following considerations. The study shall be conducted in accordance with the Expert's decision.

- The Expert's decision shall not require a change to the Statements of Work for the studies, or to the terms of this MoU.
- The Expert's principal considerations should be:
  - o the reasonableness of the contractor's recommendation, in the context of best practices for the conduct of comparability studies; and
  - o If best practices allow for different methodologies, whether the contractor's recommendation could significantly influence the outcome of the study to the advantage of one party, and whether an alternate methodology would yield more balanced results.

In exceptional circumstances, either party may request the FPSLREB appoint a mediator to assist in the resolution of methodological issues. In case of fundamental concerns with the reliability of one of the studies, the mediator may decide to terminate the studies and the parties will directly go to arbitration subject to the limitations on the nature of the Arbitrator's decision indicated in section 5. In such a case:

- The arbitrator's decision shall be based on all factors identified in section 148 of the FPSLRA;
- Except by joint agreement, the parties may not present any draft or final results from either of the studies.

#### **5. The binding third-party decision making processes**

If the value of the market adjustment, if any, cannot be determined by joint agreement, the parties shall appoint an Arbitrator by mutual agreement. In the event an individual cannot be identified in a timely manner, either party may request the FPSLREB appoint an arbitrator. Such person must have the required competence to evaluate and interpret the joint studies.

Upon completion of all studies (internal relativity and external comparability), the results shall be presented as a package to the Arbitrator. Both parties may make submissions, including supplementary information in support of their recommendations, and their interpretation of the studies. The parties shall endeavour to be brief in these submissions. The Arbitrator may also

seek supplementary information from the parties, the Expert or the contractors as required to assist in rendering a decision. This may entail an assessment of the accuracy or potential bias of the results.

The Arbitrator's decision shall be limited to the following:

- No adjustment;
- A percentage economic adjustment uniformly applicable to all LP levels, effective May 10, 2018, based on the methodology outlined in the MOU on Collective Agreement Implementation; and / or
- A percentage economic adjustment differentiated by LP level, on a date determined by the PSPC, but not later than 180 days following the date of the decision.

The implementation timelines shall follow the MOU on Collective Agreement Implementation, using the Arbitrator's decision date in place of the collective agreement signature date.

The Arbitrator's decision shall be based on the results of the studies, in accordance with Sections 148 (b) and (c) of the FPSLRA. The parties' submissions shall be used to provide context and interpretation of the results of the studies.

The Arbitrator shall endeavour to render his or her decision in a timely manner – ideally within one month after receipt of the studies, and at most within two months. The Arbitrator shall provide written reasons for his or her decision. The decision shall be final, and not subject to appeal.

The study shall be used for no other purpose than determining compensation increases for LPs. The AJC shall advise TBS before disclosing the contents of the study to its members. The AJC agrees to withdraw all legal action related to the 2014 arbitral decision on a without costs basis.

Any agreement regarding choice of comparators does not bind the parties in future negotiations.

## STATEMENT OF WORK

### **TASK DESCRIPTION – EXTERNAL COMPARABILITY STUDY OF THE LAW PRACTITIONER (LP) GROUP RELATIVE TO LEGAL PROFESSIONALS EMPLOYED IN THE RELEVANT EXTERNAL LABOUR MARKET**

#### **OBJECTIVE:**

The Treasury Board of Canada Secretariat is seeking a contractor to evaluate Law Practitioners<sup>1</sup> (LP) compensation against compensation provided to legal professionals employed in the relevant external labour market to determine whether that compensation is competitive.

#### **BACKGROUND:**

On July 10, 2018, the Federal Public Sector Labour Relations and Employment Board rendered a decision on the terms and conditions of employment for the LP occupational group for fiscal years 2014-15 to 2017-18. The decision included a recommendation that the Treasury Board, henceforth the Employer, and the Association of Justice Counsel (AJC) conduct a joint study evaluating LP compensation. Subsequently, the two parties have formed a Technical Committee to oversee the evaluation outlined in this Statement of Work.

#### *Compensation considerations*

The *Federal Public Sector Labour Relations Act* (FPSLRA) outlines several factors that guide arbitral decisions on compensation. Among those factors, section 148(b) specifies “the necessity of offering compensation and other terms and conditions of employment in the public service that are comparable to those of employees in similar occupations in the private and public sectors, including any geographic, industrial or other variations ...”

#### **SCOPE OF WORK:**

The third-party evaluation of the LP occupational group's compensation with that of other provincial and territorial government legal professionals, Judge Advocate General's lawyers, and federal Separate Agencies. Compensation includes salaries, performance payments, overtime and other premiums and allowances, but excludes the Military Factor.

#### *Data collection*

- To the extent necessary for the purpose of completing the work, the Contractor will work with the Project Authority to develop survey instruments or other methodologies to collect pertinent compensation data from survey participants. The Project Authority will approve the survey instrument prior to the Contractor sending it to participants.
- The contractor will use the methodologies to collect data and information on the following:
  1. The Contractor will collect data on lawyers separately identifying, as directed by the Project Authority, those who do not occupy management positions (in this context, “management positions” means unrepresented employees in a unionized environment; in a non-unionized environment, management employees would be excluded).

<sup>1</sup> Encompasses LP levels 1 to 5



2. Year of call and associated compensation as outlined above. If year of call data is unavailable for an organization, the Project Authority will determine an appropriate proxy.
  3. The Contractor will request corporate documents on participants' legal professional terms and conditions of employment relevant to their compensation, compensation frameworks, job evaluation standards, performance management frameworks, and any other documentation on participants' legal professional occupational group.
  4. The Project Authority will provide similar data to the Contractor on the LP occupational group.
  5. The Project Authority will also provide the Contractor with Incumbent-based data on base salary and short-term incentives for legal professionals that matches with data on years since call to the bar and years of service.
- The Contractor will support participants' completion of a survey, if necessary. When the Contractor requires additional information about the LP occupational group, the Contractor will seek input from the Project Authority.

#### Compensation Comparison

- The Contractor will create annual bands of years since call to the bar and associated compensation as outlined above. For the LP group, Judge Advocate General's lawyers, and federal Separate Agencies the Contractor will determine mode, median, mean and range of values as well as the 25<sup>th</sup> and 75<sup>th</sup> percentile per band, including and excluding short-term incentives.
- The Contractor shall provide comparisons on the following basis:
  1. All LPs with provincial and territorial lawyers; will include comparisons by jurisdiction and a comparison of LPs to a national average weighted by LP population by province/territory of employment.
    - The working group will provide the Contractor with the LP population weights by province effective March 31, 2018. This will include shifting LP litigators, to a maximum of 25, from Gatineau, Quebec to Ottawa, Ontario,
  2. All LPs with other lawyers in the federal separate agencies and the Judge Advocate General; will include comparisons by employer and a comparison of LPs to all other employers weighted by employer incumbent population.
  3. and LPs earning the Toronto rate with Ontario government lawyers.
- The Contractor will compare the LP occupational group summary statistics with each participants' results and with a national average weighted by the province where LPs have been called to the bar, based on salary and compensation.
- The Project Authority will provide the same summary statistics to the Contractor using data effective March 31, 2018, which have pay rates effective May 10, 2017.

#### PERSONNEL REQUIREMENT:

The requirement is for a senior human resources consultant who is a subject matter expert in the conduct of compensation comparability studies.

The senior consultant may be supported by additional personnel provided by the contractor.



### SERVICES REQUIRED:

The services required are to submit:

- A project plan for completing the required work
- A report providing detailed supporting data collected during the study.

### TASKS:

The following steps are expected:

- Step 1: The Project Authority or its delegates (henceforth the Project Authority) will convene a preliminary meeting with the Contractor to launch the external market comparison.
  1. Item 1: Project Authority provides to the Contractor a list of potential survey participants
  2. Item 2: The Contractor and the Project Authority confirm the data and its layout to be collected from participants.
- Step 2: The Contractor collaborates with the Project Authority to resolve any issues related to the survey. Following final agreement from the Project Authority, the Contractor initiates its survey.
- Step 3: The Contractor begins its analysis.
  1. The Contractor will contact the Project Authority to facilitate participation.
  2. The Contractor will provide updates to the Project Authority on survey response rates and whether those responses are complete.
- Step 4: The Contractor provides regular updates on the progress of the survey and submits report outlines and templates for approval by the Project Authority.
- Step 5: The Contractor submits its first draft of its Compensation Comparison to the Project Authority (Deliverable A).
  1. The Project Authority will provide feedback on the first draft to the Contractor within two (2) weeks of the Contractor's presentation to the Project Authority.
- Step 6: The Contractor will submit its final report (Deliverable B).
  1. The final draft will incorporate feedback the Contractor received from the Project Authority following its presentation of the first draft.
- Step 7: Upon completion of the study, the Contractor will submit the data collected to the Project Authority.

### DELIVERABLES AND ASSOCIATED SCHEDULE:

Included below are the key tasks to be performed along with the corresponding timeframe for the completion of each task (total duration of this project is xxxx (X) weeks):

Description	Completion Timeframe
Meet with Project Authority to clarify roles and responsibilities and to initiate survey work	
Deliverable A: Submit draft report to Project Authority with two (2) evaluations: one based on years since call to the bar and one based on years of service	
Deliverable B: Submit final report to Project Authority with two (2) evaluations: one based on years since call to the bar and one based on years of service	
As and when required: The Contractor will be available, at the request of the Project Authority, to present and discuss the evaluation's results to the Project Authority or to a third-party.	

#### CONSTRAINTS:

Unless otherwise agreed, any communication related to the conduct and substance with the Contractor outside of scheduled meetings or conference calls will be conducted via e-mail, with all parties being copied on those communications.

It is recognised that the Employer may communicate bilaterally with the contractor from time to time regarding contract management and the financial administration of the contracts. The Employer will endeavour to inform the AJC of these instances.

Contractors shall be expected to conduct their work in a neutral, transparent and professional manner that avoids any perception or occurrence of bias toward one of the participating parties.

On an "as required" basis, the Contractor must make him/herself available for the time frames outlined above.

#### DATA SECURITY, RETENTION, AND ACCESS

Storage of any data that may have archival value beyond the life of this study shall be cleared and approved by the Project Authority in advance. Similarly, sharing of data collected for this study with any source outside the Contractor and the Project Authority shall be prohibited. However, the Project Authority will be permitted access to the data as well as updates on the status of progress as needed. To this end, the Contractor undertakes to respond to the Project Authority's queries for information and reasonable scrutiny over the research process at any stage of this project.

#### SUB-CONTRACTING, DEBRIEFING, AND DISSEMINATION

No part of this research shall be subcontracted out or carried out by a party other than the Contractor. Similarly, no unilateral debriefing or communication of information, preliminary/final results or trends shall be undertaken by the Contractor. Both parties need to be present during any briefing or information sessions by the contractor

throughout the life of this project. Unless authorized by the Project Authority, no dissemination of this research or any part thereof shall take place throughout the life of this project.

**LANGUAGE OF WORK:**

Any written deliverables will be in English. Any translation will be the responsibility of the client.

**TRAVEL REQUIREMENTS:**

There are no requirements to travel outside of the National Capital Region.

**LOCATION OF WORK:**

Meetings will take place in Government offices in the National Capital Region. The rest of the work will be completed off site at the Contractor's offices.

**SECTION B - Applicable Basis of Payment**

As per section C and D below.

**SECTION C – Cost Breakdown of Task**

**Deliverable A – Business Case**

Category	Role	Hourly Rate	Level of Effort (Hours)

**Deliverable B – Final Report**

Category	Role	Hourly Rate	Level of Effort

**Final Report Debriefings - As and when required (assume one day for estimate)**

Category	Role	Hourly Rate	Level of Effort

**SECTION D - Applicable Method of Payment**

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*noh* *PS*

## STATEMENT OF WORK

### TASK DESCRIPTION – INTERNAL RELATIVITY STUDY OF THE LAW PRACTITIONER (LP) GROUP RELATIVE TO COMPARATOR GROUPS IN THE CORE PUBLIC ADMINISTRATION (CPA)

#### OBJECTIVE:

The Treasury Board of Canada Secretariat is seeking a contractor to conduct an internal relativity study for the Law Practitioner (LP) group relative to select comparator groups in the Core Public Administration (CPA). The evaluation will assess the job value of the LP group against its comparators based on factors of Skills, Effort, Responsibility and Working Conditions (SERWC), as well as the total annual compensation of each group.

#### BACKGROUND:

On July 10, 2018, the Federal Public Sector Labour Relations and Employment Board rendered a decision on the terms and conditions of employment for the LP occupational group for fiscal years 2014-15 to 2017-18. The decision included a recommendation that the Treasury Board, henceforth the Employer, and the Association of Justice Canada (AJC) conduct a joint study evaluating LP compensation. Subsequently, the two parties have formed a Working Group (known herein as the Project Authority) to oversee the evaluation outlined in this Statement of Work.

#### *Compensation considerations*

The *Federal Public Sector Labour Relations Act* (FPSLRA) outlines several factors that guide arbitral decisions on compensation. Among those factors, section 148(c) specifies "(c) the need to maintain appropriate relationships with respect to compensation and other terms and conditions of employment as between different classification levels within an occupation and as between occupations in the public service..."

The information collected and conclusions presented in the study will inform discussions between the Employer and the AJC on whether LP compensation is sufficient according to the FPSLRA.

#### SCOPE OF WORK:

The study will provide a third-party perspective on the internal relativity of the LP group relative to selected comparator groups in the CPA (between 20 and 25 groups and levels). A list of comparator groups will be provided by the Project Authority to the Contractor and will include relevant levels from the following groups: Auditing (AU), Economics and Social Sciences Services (EC) levels EC-05 to EC-08 (Economists and Economic Policy Researchers and Analysts job stream), Engineering and Land Survey (EN), Executive (EX) levels EX-01 to EX-04, and Medical Specialist level MD-MSP-01 as part of Medicine (MD).

For the purposes of this study:

- Compensation is understood to be salary as of 2017-18 (at the highest salary rate for positions in the job class), plus other forms of remuneration paid for work performed by an employee (e.g., allowances, bonuses or performance pay), expressed on an annual basis. Compensation excludes payments received for working in a specific geographic area, for reimbursement of work-related expenses and for retroactive pay.
- The value of a job to be determined based on an established job evaluation process conducted by the contractor to assess the skills, effort, responsibility and working conditions associated with the job. The

contractor will evaluate jobs based on job descriptions, and additional contextual information when available (after assessing the job description's sufficiency, accuracy and currency). The Contractor will devise appropriate methodology, in consultation with the Project Authority, to perform that assessment. [The cost for a job evaluation based on the job description only is estimated to be [\$XXX (plus HST)] per job.]

- Of the 200 job capsules evaluated, once the first draft of job values is received, the Project Authority could request the contractor to corroborate the job values for a subset of up to 30 selected job capsules, using supplementary information collected from an off-the-shelf questionnaire. The questionnaire will then be refined in collaboration with the Project Authority to ensure it is able to capture the job content for all groups to be evaluated. The Project Authority shall make the final determination on the content of the questionnaire. [The additional cost for a job evaluation based when a questionnaire is required is estimated to be \$X,XXX (plus HST) per job.]
- Throughout the duration of the contract, the Contractor will provide recommendations on specific questions from the Project Authority based on best practices for conducting internal comparability analysis.

#### **PERSONNEL REQUIREMENT:**

The requirement is for a senior human resources consultant who is a subject matter expert in internal relativity. The consultant may be supported by additional personnel employed by the contractor.

#### **SERVICES REQUIRED:**

#### **TASKS:**

The Contractor will perform the following steps:

##### *Step 1: Project Plan*

- Receive contextual information on the nature of the work performed by the LP group within the CPA
- Prepare a project plan for the work
- Submit a project plan to the Project Authority

##### *Step 2: Sample jobs, collect data and evaluate jobs*

- Evaluate up to [200] job capsules provided by the Project Authority.
- Evaluate jobs for the LP group and for each comparator group and level based on the factors of Skills, Effort, Responsibility and Working Conditions or similar sub-factors approved by the Project Authority.
- Share draft and final job evaluation results with the Project Authority and seek feedback.
- Corroborate, at the request of the Project Authority, draft job evaluation results for up to 30 job capsules of the [200] with supplementary information collected from an off-the-shelf questionnaire, which will be refined by the Project Authority, and sent out to the manager (or one of the managers) who will collaborate with an incumbent of the job capsule being sampled. This information will be used to inform the job evaluation results for the 30 jobs capsules (or approximately 15% of the job capsules evaluated).
- Determine the average job value for each group and level based on the final job evaluation results, taking into account the job evaluation results for all jobs selected by the Project Authority including those sharing the same job description.

- Determine a methodology to assess the value of overtime for comparator groups based on information provided by the Project Authority at the request of the Contractor.
- Calculate the average annual compensation for each group and level based on the components of compensation outlined above.

**Step 3: Compare internal relativity using wage comparison method**

- Using the results determined above for each group and level, plot the relationship between the average job value and the annual compensation for the selected comparators (i.e., using a regression line, referred to below as wage line).
- Evaluate how the compensation of each LP group and level compares to the established wage line for the comparator groups and levels and whether a wage gap from an internal relatively perspective may exist.

**Step 4: Reporting**

- Prepare and submit a draft report containing results of the job evaluation and the study to the Project Authority for their review and feedback.
- The report, at a minimum, will include the following components:
  - A description of the methodology applied to evaluate the jobs
  - Detailed information on the job value rating for each job capsule evaluated in the LP group and for each comparator broken down by group and level (e.g., ENENG-04)
  - For each group and level, determine the average job value, taking into account the job evaluation results for all job capsules selected by the Project Authority, including those sharing the same job description.
  - For each group and level, calculate the annual compensation.
  - Description of the wage comparison methodology approach used to assess the internal relativity of the LP group against its comparators.
  - The result of the wage comparison study and key findings from the analysis.
- Revise the report incorporating any feedback from the Project Authority and submit a final report.

**DELIVERABLES AND ASSOCIATED SCHEDULE:**

[Included below are the key tasks to be performed along with the corresponding timeframe for the completion of each task (total duration of this project is XX months (or XX weeks) from the time the job project plan is submitted to the Project Authority):

Deliverables	Completion Timeframe
[Deliverable A: Submit the project plan to the Project Authority and receive job descriptions and contextual information]	[Within X ( ) weeks of start date of the contract]
[Deliverable B: Provide draft results of the evaluated jobs to the Project Authority (not including those which require a questionnaire)]	[Within X ( ) weeks]
[Deliverable C: Provide additional results of the evaluated jobs which require a questionnaire]	[Within X ( ) weeks]
[Deliverable D: Share draft report on the internal relativity analysis with Project Authority for Comments and Approval]	[Within X( ) weeks]



[Deliverable E: Share final report on the internal  
relativity analysis with Project Authority]

[Within X ( ) weeks]

#### **CONSTRAINTS:**

Unless otherwise agreed, any communication related to the conduct and substance with the Contractor outside of scheduled meetings or conference calls will be conducted via e-mail, with all parties being copied on those communications.

It is recognised that the Employer may communicate bilaterally with the contractor from time to time regarding contract management and the financial administration of the contracts. The Employer will endeavour to inform the AJC of these instances.

Contractors shall be expected to conduct their work in a neutral, transparent and professional manner that avoids any perception or occurrence of bias toward one of the participating parties.

On an "as required" basis, the Contractor must make him/herself available for the time frames outlined above.

#### **DATA SECURITY, RETENTION, AND ACCESS**

[Storage of any data that may have archival value beyond the life of this study shall be cleared and approved by the Project Authority in advance. Similarly, sharing of data collected for this study with any source outside the Contractor and the Project Authority shall be prohibited. However, the Project Authority will be permitted access to the data as well as updates on the status of progress as needed. To this end, the Contractor undertakes to respond to the Project Authority's queries for information and reasonable scrutiny over the research process at any stage of this project.]

#### **SUB-CONTRACTING, DEBRIEFING, AND DISSEMINATION**

[No part of this research shall be subcontracted out or carried out by a party other than the Contractor. Similarly, no unilateral debriefing or communication of information, preliminary/final results or trends shall be undertaken by the Contractor. Both the AJC and the Treasury Board Secretariat representatives of the Project Authority need to be present during any briefing or information session by the contractor throughout the life of this project. Unless authorized by the Project Authority, no dissemination of this research or any part thereof shall take place throughout the life of this project.]

#### **LANGUAGE OF WORK:**

[Any written deliverables will be in English. Any translation will be the responsibility of the client.]

#### **TRAVEL REQUIREMENTS:**

[There are no travel requirements associated with this contract.]

#### **LOCATION OF WORK:**

[Meetings will take place in government offices in the National Capital Region. The rest of the work will be completed off site at the Contractor's offices.]

#### **SECURITY**

**SECTION B - Applicable Basis of Payment**

[As per section C and D below.]

**SECTION C – Cost Breakdown of Task**

[TBD...]

**SECTION D - Applicable Method of Payment**

- [\$XX for satisfactory completion and submission of Deliverable A to the Project Authority no later than XX]
- [\$XX for satisfactory completion and submission of Deliverable B to the Project Authority no later than XX]
- [\$XX for satisfactory completion and submission of Deliverable C to the Project Authority no later than XX]
- [\$XX for satisfactory completion and submission of Deliverable D to the Project Authority no later than XX]
- [\$XX for satisfactory completion and submission of Deliverable E to the Project Authority no later than XX]

[The total value of the contract cannot exceed \$300,000 including HST (specific breakdown by deliverable TBD). The Project Authority may interrupt the contract at any point during the process and payment will be made for all completed deliverables up to that point.]

[As such, up to [200] job capsules can be evaluated by the Contractor:

- Cost per job evaluation based on job description only is estimated to be \$XXX per job, plus HST
- Cost per job evaluation for [30] job capsules for which additional information through questionnaires is required to corroborate draft job evaluation results, estimated to be \$X,XXX per job, plus HST.
- Cost of the remaining deliverables including the project plan, report and wage comparison methodology (estimated to be up to \$XXX,XXX plus HST)]