

**Association of Justice Counsel  
Collective Agreement: November 1, 2009 – May 9, 2011**

**SUMMARY OF COLLECTIVE AGREEMENT KEY PROVISIONS**

On October 26, 2009 the arbitration panel rendered its arbitral award. The award, together with items that were agreed on prior to arbitration, establishes the terms of the AJC collective agreement with Treasury Board. As this is the AJC's first collective agreement and the first time that many members have had their terms and conditions of employment set by a collective agreement, the AJC has prepared this summary of key provisions in the collective agreement.

***Term***

The agreement comes into effect on November 1, 2009, and expires May 9, 2011.

***Increases to Pay Rates (as required by the Expenditure Restraint Act)***

effective May 10, 2006 - 2.5%  
effective May 10, 2007 - 2.3%  
effective May 10, 2008 - 1.5%  
effective May 10, 2009 - 1.5%  
effective May 10, 2010 - 1.5%

All forms of pay received since May 10, 2006, will be recalculated and members will receive a lump sum retroactive adjustment. Section 157 of the *Public Service Labour Relations Act* provides that payment is to be made within 90 days.

***Performance Pay (as required by the Expenditure Restraint Act)***

In-range pay increases and lump sum performance awards will continue to be governed by the performance pay plans that were in place on May 9, 2006. For lawyers at the LA-1, LA-2A and 2B levels, the performance pay plan is the plan for non-management excluded employees. For lawyers at the LA-3A and 3B levels, the applicable plan is the Performance Management Program for the EX Group, effective April 1, 2004. Under these plans, in-range increases and lump sum awards are based on assessed performance and are payable on April 1<sup>st</sup>. The full text of the applicable performance pay plans will be incorporated in the Collective Agreement as appendices. They can be found on the AJC website.

## ***Benefits***

Members will maintain the same supplementary health, dental, life insurance, and long-term disability benefits that were in place prior to the agreement and existing terms for payment of premiums will remain unchanged. Members at the LA-2B, 3A and 3B levels will continue to receive benefits at the same level and under the same premium arrangements as EX employees. Existing parking benefits will be continued for all members at the LA-2B, LA-3A and 3B levels and for those lawyers at the 2A level who were receiving parking benefits prior to the agreement.

## ***Overtime & Hours of Work***

For LA-1 and LA-2A's:

Hours of work are flexible and are to be arranged with the lawyer's manager to suit the lawyer's specific duties and responsibilities. Every 4 weeks, a lawyer's average weekly hours will be calculated. When a lawyer has worked an average of more than 37.5 hours per week over a 4-week period, the lawyer will be entitled to overtime for each period of 30 minutes worked in any day where the lawyer has worked 8.5 hours.

Overtime will be compensated at one-and-a-half times the lawyer's hourly rate of pay. Earned overtime can be taken as compensatory leave. If not taken as compensatory leave, any overtime entitlement remaining at the end of a fiscal year will be paid out in cash on the following September 30<sup>th</sup>.

The overtime arrangements for LA-1 and LA-2A's come into effect 120 days after November 1, 2009.

For LA-2B, 3A and 3B's:

Hours of work will be arranged on the same basis as LA-1 and LA-2A's. Lawyers at levels above 2A will be eligible to receive management leave at the discretion of management for work in excess of normally-expected hours. Managers have authority to grant up to 5 days' leave with pay per year and the Deputy Minister may grant leave with pay exceeding 5 days per fiscal year. This leave can be carried over to the next fiscal year and is to be used within 6 months.

### ***Travel Time***

For LA-1 and LA-2A's:

When a lawyer is required to travel and work on a normal work day and spends more than 7.5 hours in combined travel and work, all time in excess of 8.5 hours up to a maximum of 12 hours will be compensated at one-and-a-half times the lawyer's hourly rate of pay. Compensation for travel time may be taken as compensatory leave or paid out in cash on September 30<sup>th</sup> of each year.

For LA-2B, 3A and 3B:

Travel time is not compensated.

### ***Meal Allowance***

Lawyers who are required to work outside normal hours and beyond normal meal times (whether in the lawyer's own work area or in another area) are entitled to be reimbursed for meal expenses up to stipulated limits. Lawyers required to work more than 3 hours on weekends or paid holidays are also entitled to be reimbursed for meals.

### ***Vacation***

#### **Years of Service**

0 – 5	15 days per year
5 – 15	20 days per year
10 + at 2B and above	25 days per year
15 – 16	22 days per year
15 with at least 5 yrs at 2B	25 days per year
17	23 days per year
18 - 25	25 days per year
25-27	27 days
28+	30 days

A lawyer may carry forward up to 35 days (262.5 hours) into the following year. All time in excess of that limit is paid in cash. For those lawyers currently with more than 35 days (262.5 hours) of vacation, the lawyer is expected to decrease that excess by at least 10 days (75 hours) each year, either by receiving the leave in cash or by taking extra vacation. If a lawyer has more than 15 days (112.5 hours) of vacation leave credits at the end of a year, the lawyer may request that the leave credits in excess of that amount be paid out in cash.

When a lawyer is recalled to work in the middle of a vacation, the employer must pay the costs incurred (including traveling to and from the vacation location, and the cost of any non-returnable vacation contracts and reservations).

### ***Statutory Holidays***

Lawyers receive the standard 11 statutory holidays per year.

### ***Severance Pay***

Severance pay entitlements vary with the triggering event. On resignation, an employee is entitled to ½ week's pay per year of service up to 13 weeks' pay. However, when the employee would be entitled to take a pension (normally at age 50 or above), he or she is treated for severance pay purposes the same as an employee who retires. A retiring employee is entitled to 1 week's pay per year of service up to 30 weeks' pay. On death, a lawyer's estate receives 1 week's pay per year of service to a maximum of 30 weeks.

### ***Professional Dues (Law Society Fees)***

Where a lawyer is required to maintain a professional qualification, he or she will be reimbursed for any membership dues necessary to maintain that qualification. This includes Law Society Fees.

### ***Court Clothing***

Lawyers who are required to have court clothes to carry out their duties are entitled to be reimbursed for the cost of one complete set of court clothes to a maximum of \$1,200 where existing clothes are no longer serviceable. Lawyers are also entitled to be reimbursed for up to \$100 per year for a new court shirt.

### ***Sick Leave***

Lawyers are credited with 1¼ days of sick leave per month. Lawyers at the LA-3A and 3B levels will continue to be eligible for a non-repayable advance of paid sick leave up to 130 days. Lawyers at other levels are eligible for an advance of up to 25 days sick leave, which must be subsequently repaid.

### ***Leave for Family – Related Responsibilities***

Lawyers may take up to 5 days (37.5 hours) of paid leave per year to provide immediate and temporary care for family members, attend medical and dental appointments with family members who require to be accompanied, and to attend school appointments.

### ***Maternity and Parental Leave***

Pregnant lawyers may take maternity leave for up to 18 weeks after the birth of a child. If her child is hospitalized, the maternity leave may be extended for up to one year after birth. Parents may take up to 37 consecutive weeks of parental leave within the first 52 weeks after birth. If a child is hospitalized, parental leave may be extended for up to 2 years after birth.

Lawyers with more than 6 months' continuous employment prior to taking maternity or parental leave are entitled to a top-up of EI to 93% of salary. If a lawyer does not return to work at the conclusion of his or her maternity or parental leave, then he or she is required to pay back the top-up (subject to exceptions for events such as layoff or disability).

Pregnant lawyers have up to 3.75 hours of paid leave to attend routine medical appointments (in addition to sick leave).

### ***Bereavement Leave***

Lawyers are entitled to take 5 consecutive days of bereavement leave for the death of an immediate family member. The leave is with pay for days falling on a normal work day. Members may also be granted up to 3 days of paid leave for related travel.

### ***Volunteer Leave***

Lawyers may take 7.5 hours leave with pay per year for volunteer work with a charitable or community organization.

### ***Personal Leave***

One day of paid leave per year may be taken with 5 days' advance notice.

### ***Other Miscellaneous Leaves***

The agreement also provides for leave in a variety of other circumstances, including leave with pay for court leave (which includes a summons before Parliament, a Legislature, or a tribunal hearing), leave to attend a selection process for a new job, and religious observances (time taken must be made up) and leave without pay for spousal relocation (1 year if permanent, 5 years if temporary).

### ***Performance Review***

A lawyer has the right to receive a copy, review, and then sign his or her formal performance appraisal. When a lawyer disagrees with the performance appraisal, he or she has the right to present written counter arguments to the managers responsible for the appraisal.

### ***Career Development***

A lawyer may be granted up to 1 year for education leave. The leave is unpaid, but the employer may pay an allowance of up to 100% of basic salary during the education period.

Lawyers who attend conferences (either as a presenter or otherwise) receive leave with pay, as well as reasonable expenses (including registration fees and travel). If the employer requests a lawyer to attend a conference, the employer must pay all of the fees and the lawyer is considered on "travel status".

The employer may also grant leave with pay for other forms of professional development such as workshops, research in other locations, and independent research.

The employer is required to consult with the AJC on selection criteria for determining which lawyers are selected for career development opportunities and these criteria will be available to all lawyers.

### ***Private Office Space***

The employer is required to consult with the AJC on appropriate office accommodation for lawyers. The parties are required to have regard to lawyers' professional obligations

to maintain confidentiality and protect solicitor-client privilege as well as the environment of the public service.

### ***Grievance Procedure***

The grievance procedure as set out in the AJC collective agreement is not identical to the procedure in the *PSLRB Regulations* (which apply to non-unionized employees). If you have an issue that you are considering grieving, please speak with an AJC representative about it immediately so that limitation periods or other procedural requirements are not missed.

The limitation period for filing a grievance is 25 working days (not 35 days as set out in the *PSLRB Regulations*)

- Once a grievance is denied at a lower level, you have 10 working days to refer it to the next level
- Once a grievance is denied at the final level, you have 30 working days to refer it to adjudication
- These time limits are put on hold if you use an Informal Conflict Management System

The grievance procedure has 3 levels. In some cases, the AJC may agree to proceed immediately to the 2<sup>nd</sup> or 3<sup>rd</sup> level of the grievance procedure, and for terminations or demotions under the *Financial Administration Act* (i.e., for disciplinary reasons, unsatisfactory performance, or other reasons) the grievance must proceed directly to the final level.

If a grievance relates to a breach of the collective agreement, the grievor must have the approval of and be represented by the AJC in the grievance procedure. Other grievances (such as those based on terminations or the *Canadian Human Rights Act*) can be processed without the AJC, although the AJC will normally represent members who seek our assistance in such matters.