

Summary of Main Element of the Tentative Agreement

- The term of the agreement is 3 years, from May 10, 2011 to May 9, 2014
- Pay rates will increase for all levels as follows:
 - effective May 10, 2011 - 1.75%
 - effective May 10, 2012 - 1.5%
 - effective May 10, 2013 - 12%
- In-range increases and lump sum performance awards on April 1, 2012 will be 4.6% for Meets All and 7% for Exceeds
- On May 10, 2013, the LA-DEV, LA-1, LA-2A and LA-2B pay ranges will be converted to lock step pay ranges with fixed steps (each step will be 4.7% higher than the prior step)
- On May 10, 2013, immediately following the 12% increase, LA-DEV, LA-1, LA-2A and LA-2B's who are not at the maximum of the range will move to the step on the new lock step pay range that is closest to, but not less than, their rate of pay i.e., to the next highest step. **See Annex A.**
- On May 10, 2013, immediately following the conversion to lock step, for lawyers who are not at the maximum there will be a pay increment to the next highest step on the pay range
- The pay increment period for LA-1s will be every 6 months and will be every 12 months for LA-2A and above
- Lump sum performance awards for lawyers at the top of the lock step pay ranges will be in accordance with the existing PREA terms, i.e., up to 4.6% for Meets All and up to 7% for Exceeds
- Deputy Heads have provided written assurance that to the extent of their authority, lump sum performance awards will be paid at 4.6% for Meets All and 7% for Exceeds and that 20% of LAs will be assessed as Exceeds

- Lump sum performance awards will now be paid by May 10 of each year starting May 10, 2013
- The existing PMP performance pay plan will continue to apply to LA-3A and LA-3B and LA-3A and 3B pay ranges are not converted to lockstep
- Existing Overtime and provisions will continue until March 31, 2013, and will then be eliminated
- Effective April 1, 2013, lawyers at all levels will be eligible for management leave with pay. The first 5 days may be granted by a delegated manager and more than 5 days may be granted by the Deputy Head on considering the recommendation of the delegated manager. Management leave with pay may be granted for excessive hours or where a lawyer is significantly restricted as a result of standby duty
- Severance Pay for voluntary departure or retirement will be eliminated effective on signing of the collective agreement; until official signing, lawyers continue to accrue severance pay; option to have severance pay earned to date of signing of the collective agreement paid now at current rate of pay or paid in future on termination of employment at future rate of pay. **See Annex B.**
- Bereavement leave increased from 5 to 7 days
- One day out of 5 days of Family Related Leave with pay may be taken to cover unforeseen school or daycare closures or to attend school functions
- Pay in lieu of designated holiday pay for part-time employees increased to 4.25% from 4%
- Articling students covered under all supplementary insurance plans
- All pay received since May 10, 2011 will be recalculated and members will receive a lump sum retroactive adjustment. Such payment is to be completed within 120 days of signing of the collective agreement
- The period of 2 years that must pass before someone's discipline is stricken from one's record will be automatically extended by the length of any period without pay.

- The collective agreement may be distributed to employees electronically for the purposes of complying with its distribution obligations.
- The above represents all of the substantive changes. All other terms not referred to above are renewed.
- Editorial changes that lend greater clarity to certain language have not been outlined.

For more information, you can download [the full Tentative Agreement](#) from the AJC Web Site.

ANNEX A

Revised Appendix "A"

June 20, 2012

LA – Law Group Annual Rates of Pay
(in dollars)

Table Legend

- S) Effective May 9, 2011
- A) Effective May 10, 2011
- B) Effective May 10, 2012
- X) Effective May 10, 2013 - Restructure
- C) Effective May 10, 2013
- Y) Effective May 10, 2013 – Conversion to Lock Step- LA-DEV, LA-1, LA-2A and LA-2B

I - All regions except Toronto (BUD 21400)

LA-DEV

From:	\$	30054	to	68151																
To:	A	30580	to	69344																
	B	31039	to	70384																
	X	34143	to	77422																
	C	34825	to	78971																
	Y	36172	37872	39652	41516	43467	45510	47649	49888	52233	54688	57258	59949	62767	65717	68806	72040	75426	78971	

LA-1

From:	\$	59845	to	85381
To:	A	60892	to	86875
	B	61806	to	88178
	X	67986	to	96996
	C	69346	to	98936

Y 71734 75106 78636 82332 86201 90253 94495 98936

LA-2A

From: \$ 82917 to 118995

To: A 84368 to 121077

B 85634 to 122894

X 94197 to 135183

C 96081 to 137887

Y 99976 104675 109594 114745 120138 125785 131697 137887

LA-2B

From: \$ 103174 to 131548

To: A 104980 to 133850

B 106554 to 135858

X 117210 to 149444

C 119554 to 152432

Y 121156 126850 132812 139054 145590 152432

LA-3A

From: \$ 117653 to 149450

To: A 119712 to 152065

B 121508 to 154346

X 133658 to 169781

C 136332 to 173177

LA-3B

From: \$ 136402 to 166883

To: A 138789 to 169803

B 140871 to 172351

X 154958 to 189586

C 158057 to 193377

LA-3C

From: \$ 155371 to 189471
To: A 158090 to 192787
B 160461 to 195679
X 176507 to 215246
C 180038 to 219551

II – Toronto (BUD 20401)

LA-DEV

From: \$ 30054 to 68151
To: A 30580 to 69344
B 31039 to 70384
X 34143 to 77422
C 34825 to 78971
Y 36172 37872 39652 41516 43467 45510 47649 49888 52233 54688 57258 59949 62767 65717 68806 72040 75426 78971

LA-1

From: \$ 59852 to 85381
To: A 60899 to 86875
B 61813 to 88178
X 67994 to 96996
C 69354 to 98936
Y 71734 75106 78636 82332 86201 90253 94495 98936

LA-2A

From: \$ 82927 to 136994
To: A 84378 to 139391
B 85644 to 141482
X 94208 to 155630
C 96092 to 158743
Y 100283 104996 109931 115098 120508 126172 132102 138310 144811 151617 158743

LA-2B

From: \$ 108376 to 151395
To: A 110273 to 154044
B 111927 to 156355
X 123119 to 171991
C 125582 to 175430
Y 127197 133176 139435 145988 152850 160034 167555 175430

LA-3A

From: \$ 124560 to 162387
To: A 126740 to 165229
B 128641 to 167707
X 141505 to 184478
C 144335 to 188167

LA-3B

From: \$ 136402 to 166883
To: A 138789 to 169803
B 140871 to 172351
X 154958 to 189586
C 158057 to 193377



LA-3C

From:	\$	155371	to	189471
To:	A	158090	to	192787
	B	160461	to	195679
	X	176507	to	215246
	C	180038	to	219551



ANNEX B

22.04 Severance Termination

- (a) Subject to 22.02 above, indeterminate employees on the official date of signing of this collective agreement 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 the official date of signing of this collective agreement 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 the official date of signing of this collective agreement, 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 official date of signing of the collective agreement.
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the 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 the official date of signing of this collective agreement, 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 the official date of signing of this collective agreement, 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.