



Treasury Board of Canada Secrétariat du Conseil du Trésor
Secretariat du Canada

**EMPLOYER PROPOSALS
FOR THE
LAW PRACTITIONER (LP) GROUP**

**NEGOTIATIONS FOR THE RENEWAL
OF THE COLLECTIVE AGREEMENT
EXPIRING ON MAY 9, 2018**

November 23, 2018

Canada

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INTRODUCTION

The Employer's negotiation objectives for this round of bargaining are to reduce the pay administration burden, provide economic increases that are fair for workers and taxpayers, address departmental operating priorities and support the effective management of the Public Service. Such an approach will contribute to an engaged and qualified workforce that delivers results for Canadians.

Without prejudice, attached are the Employer proposals for the negotiation of the collective agreement covering employees who are members of the Law Practitioner bargaining unit.

The Employer reserves the right to present other proposals in negotiations as well as counter-proposals with respect to union demands.

The Employer also proposes that articles of the agreement which are not modified, deleted or ultimately dealt with by the parties as proposals shall be renewed with only appropriate editorial modification to ensure compatibility with other articles as finally agreed.

Proposed changes are highlighted in bold font. Where deletions are proposed, the words have a strikethrough “”.

The Employer reserves the right to table monetary proposals at a later time during the negotiation process.

GENERAL

The Employer proposes to:

- simplify, consolidate and standardize where appropriate;
- review and amend, as necessary, the collective agreement in relation to recent legislative changes, or any other required administrative changes in terminology;
- discuss Pay Administration issues and simplification, including an extension to the implementation period;

GENERAL

Pay Simplification

The Employer wishes to discuss options to standardize and simplify certain terms and conditions of employment to lessen the burden on pay administration, where the associated cost is reasonable and recoding/impact on pay system is minimal.

Various Articles

ADMINISTRATIVE CHANGES

Replace all references to the Public Service Labour Relations Board / Public Service Labour Relations and Employment Board with references to the **Federal Public Sector Labour Relations and Employment Board (FPSLREB)**.

Replace all references to the Public Service Staff Relations Act / Public Service Labour Relations Act with references to the **Federal Public Sector Labour Relations Act (FPSLRA)**.

This applies to the following clauses:

- 1.03;
- 2.02 (a) & (b);
- 12.05;
- 16.02;
- 19.04(a)(iii)(C);
- 19.07(a)(iii)(C);
- 24.02;
- 24.16;
- 24.47(b), (c), (e) & (f);
- 31.01;
- 31.02;
- 32.01.

Replace all references to “cash” with references to “**payment**”.

This applies to the following clauses:

- 17.08 (a) & (b);
- 17.09;
- 22.02;

**ARTICLE 5
MANAGEMENT RIGHTS**

The Employer would like to discuss.

**ARTICLE 12
MEMBERSHIP DUES**

12.06 The amounts deducted in accordance with clause 12.01 shall be remitted to the Association ~~by cheque~~ within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each lawyer and the deductions made on his behalf. (Arbitral award dated October 23, 2009, provision effective November 1, 2009)

The Employer wishes to discuss Membership Dues.

**ARTICLE 13
HOURS OF WORK**

The Employer wishes to discuss Hours of Work.

**ARTICLE 13
HOURS OF WORK**

The Employer wishes to discuss Overtime.

**ARTICLE 15
PAY ADMINISTRATION**

The Employer proposes that terms and conditions of employment be implemented prospectively after the signatures of the agreement. The Employer is open to discussions about providing compensation to employees in lieu of retroactive payments.

**ARTICLE 17
VACATION LEAVE WITH PAY**

Clause 17.03 is a grand parenting clause

~~17.03 Lawyers who are currently at levels LP-03, LP-04 or LP-05 levels and who are entitled or might become entitled, to twenty five (25) days of leave before the completion of eighteen (18) years of service, shall continue to qualify for twenty five (25) days of leave as before. (Arbitral award dated October 23, 2009, provision effective November 1, 2009)~~

Renumber clauses accordingly

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.

- (a) 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.**

ARTICLE 17
VACATION LEAVE WITH PAY

17.06 A lawyer is entitled to vacation leave with pay to the extent of his earned credits but a lawyer who has completed six (6) months of continuous **employment service** may receive an advance of credits equivalent to the anticipated credits for the current vacation year.

ARTICLE 17
VACATION LEAVE WITH PAY

17.13 Leave when employment terminates

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

ARTICLE 17
VACATION LEAVE WITH PAY

17.14 Vacation Leave Credits for Severance Pay

Where the lawyer requests, the Employer shall grant the lawyer the unused vacation leave credits prior to termination of employment if this will enable the lawyer, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of lay-off, ~~and the tenth (10th) year of continuous employment in the case of resignation.~~

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

19.04 Maternity Allowance

The Employer wishes to discuss the Maternity allowance.

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

19.07 Parental Allowance

The Employer wishes to discuss the Parental allowance.

**ARTICLE 20
CAREER DEVELOPMENT**

20.02 Education Leave

- a. A lawyer may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable him to fill his present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- b. A lawyer on Education Leave without pay under this clause ~~may shall~~ receive an allowance in lieu of salary up to one hundred per cent (100%) of his basic salary. The percentage of the allowance is at the discretion of the Employer. Where the lawyer receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

**ARTICLE 20
CAREER DEVELOPMENT**

The Employer wishes to discuss Professional Development.

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 **lump sum payment cash gratuity** 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 E** 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.~~

22.05 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 E.

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.

- ~~e. 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).~~

Renumber accordingly

ARTICLE 24
GRIEVANCE PROCEDURE

24.10 Representatives

- a. The Employer shall designate a representative at each level in the grievance procedure and shall inform each lawyer to whom the procedure applies of the title of the person so designated together with the title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.
- ~~b.~~ This information shall be communicated to lawyers ~~by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the lawyers~~ to whom the grievance procedure applies **via electronic posting on the Department's intranet site.** ~~or otherwise as determined by agreement between the Employer and the Association.~~

**ARTICLE 32
PART-TIME LAWYERS**

32.07 Overtime

~~Notwithstanding clause 32.02, part-time lawyers at the LP-01 and LP-02 levels are entitled to overtime compensation in accordance with the provisions of clause 13.01, Hours of work.~~

~~Part-time lawyers at the LP-03, LP-04 and LP-05 levels are not entitled to overtime compensation in accordance with Article 13: hours of work.~~

**ARTICLE 37
BENEFITS**

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

~~g. **Parking**~~

~~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)~~

**ARTICLE 38
DURATION**

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

The Employer wishes to discuss the Implementation Period.

APPENDIX "A"

LP - LAW PRACTITIONER GROUP ANNUAL RATES OF PAY

The Employer wishes to discuss rates of pay and pay notes.

**APPENDIX “B”
PERFORMANCE PAY PLAN FOR LAWYERS AT THE LP-01, LP-02 and LP-03
LEVELS**

The Employer wishes to discuss Appendix “B”.

APPENDIX “C”

PERFORMANCE PAY PLAN FOR LAWYERS AT THE LP-04 and LP-05 LEVELS

The Employer wishes to discuss Appendix “C”.

**APPENDIX “D”
OFFICE SPACE**

The Employer wishes to discuss Appendix “D”.

NEW - APPENDIX "E"
**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).

NEW - APPENDIX "F"

MEMORANDUM OF AGREEMENT ON SUPPORTING EMPLOYEE WELLNESS

This Memorandum of Agreement is to give effect to the agreement reached between the Employer and the Association of Justice Counsel (hereinafter referred to as "the parties") regarding issues of employee wellness.

The parties will agree to engage in discussions regarding an Employee Wellness Support Program (EWSP) which will focus on improving employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.

Key features

The EWSP will incorporate the following key features:

- contained in collective agreements;
- benefits for up to 26 weeks (130 working days) with income support replacement at 100%;
- the annual allotment shall be 9 days of paid sick leave for illness or injury that falls outside of the parameters of the EWSP;
- 100% income replacement during the 3 day (working) qualification period when the employee's claim is approved;
- qualifying chronic or episodic illnesses will be exempt of the qualifying period;
- the qualification period will be waived in cases of hospitalization or recurrence of a prior illness or injury approved under EWSP within 30 days;
- employees are entitled to carry over a maximum of 3 days of unused sick leave credits remaining at the end of the fiscal year, for use in the following fiscal year;
- the accumulation of current sick leave credits will cease once the EWSP is implemented. Employees with banked sick leave in excess of 26 weeks, will be entitled to carry over those excess days to provide extended coverage at 100% income replacement prior to accessing Long Term Disability (LTD);
- travel time for diagnosis and treatment;
- internal case management and return to work services focused on supporting employees when ill or injured;
- an employee on EWSP will be considered to be on leave with pay;
- full costs of administering the EWSP to be borne by Employer;
- increase the quantum of family related leave by one (1) day.

Process

The parties agree to join the technical committee and the steering committee, with a long-term focus and commitment from senior leadership of the parties.

The steering committee and technical committee will be established within 60 days of signing. 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.

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.

The technical committee will develop all agreements and documents needed to support the implementation of a EWSP during the next round of collective bargaining. This work shall be completed within one year of signing. The technical committee shall provide interim recommendations for review by the steering committee on the following matters through a series of regular meetings:

- consequential changes to existing leave provisions within the collective agreements, and the LTD Plan;
- definitions;
- eligibility conditions for a new EWSP;
- assessment and adjudication processes;
- internal case management and return to work services;
- workplace accommodations;
- creation of a Centre for Workplace Well-being;
- governance of the EWSP, including dispute resolution mechanisms;
- coverage of operational stress injuries and other injuries sustained by employees deployed in military operations;
- harassment;
- domestic violence;
- et
- other measures that would support an integrated approach to the management of health for federal public service employees.

The technical committee shall review practices from other Canadian jurisdictions and employers that might be instructive for the Public Service, recognizing that not all workplaces are the same. Federal public service health and safety committees will be consulted as required by the steering committee, as well as leading Canadian experts in the health and disability management field.

The steering committee is to approve a work plan for the technical committee and timelines for interim reports within 4 months of signing. The technical committee work plan may be amended from time to time by mutual consent of the steering committee members.

Dates may be extended by mutual agreement of the steering committee members. The technical committee terms of reference may be amended from time to time by mutual consent of the steering committee members.

The parties agree if an agreement is not reached within 18 months from the establishment of the Technical Committee, or at any time before that time, to jointly appoint a mediator within 30 days.

Integration into the collective agreement

Future amendments to the EWSP shall require the agreement of the Association and the Employer. Future amendments shall be negotiated between the parties at a central table made up of the Association bargaining team and the Employer bargaining team.