

Collective Agreement  
between  
The Law Society of British Columbia  
and  
The Professional Employees Association

## **Table of Contents\***

|   |    |
|---|----|
| Table of Contents* .....  | 2  |
| Definitions.....  | 5  |
| Article 1- Preamble .....   | 5  |
| 1.1 Purpose of the Agreement.....                                   | 5  |
| 1.2 Use of Singular Terms .....                                     | 5  |
| 1.3 Future Legislation .....  | 5  |
| 1.4 Professional Conduct .....                                      | 6  |
| 1.5 Harassment or Discrimination .....                              | 6  |
| Article 2 – Union Recognition and Rights.....                       | 6  |
| 2.1 Bargaining Unit.....  | 6  |
| 2.2 Union Recognition.....  | 6  |
| 2.3 No Other Agreement.....   | 7  |
| 2.4 No Contracting Out.....   | 7  |
| 2.5 Recognition and Rights of Union Representatives .....           | 7  |
| 2.6 Bulletin Board.....   | 7  |
| 2.7 Picket Lines.....   | 7  |
| 2.8 Time Off for Union Business.....                                | 7  |
| 2.9 Administrative Provision Regarding Union Leave Without Pay..... | 8  |
| Article 3 – Union Security .....                                    | 8  |
| 3.1 Dues Check-off .....  | 8  |
| 3.2 Union Security .....  | 8  |
| Article 4 – Management Rights .....                                 | 9  |
| 4 Management Rights .....   | 9  |
| Article 5 – Grievance Procedure .....                               | 9  |
| 5.1 Grievances.....   | 9  |
| 5.2 Grievance Resolution - Step One.....                            | 9  |
| 5.3 Grievance Resolution - Step Two .....                           | 9  |
| 5.4 Referral to Arbitration.....                                    | 10 |
| 5.5 Dismissal or Suspension Grievance.....                          | 10 |
| 5.6 Deviation from Procedure.....                                   | 10 |
| 5.7 Policy Grievance.....   | 10 |
| 5.8 Law Society Grievance .....                                     | 10 |
| 5.9 Procedural Errors .....   | 11 |
| Article 6 – Arbitration Procedure .....                             | 11 |
| 6 Arbitration.....  | 11 |
| Article 7 – Discipline and Termination of Employment .....          | 11 |
| 7.1 Just Cause.....   | 11 |
| 7.2 Other Disciplinary Action.....                                  | 12 |
| 7.3 Probationary Period .....                                       | 12 |
| 7.4 Right to Union Representation.....                              | 12 |
| 7.5 Access to Personnel File .....                                  | 12 |
| 7.6 Removal of Documents.....                                       | 13 |
| Article 8 – Performance Review.....                                 | 13 |
| 8 Performance Review .....  | 13 |
| Article 9 – Postings and Appointments .....                         | 13 |

|            |   |    |
|------------|---|----|
| 9.1        | Vacancies and Promotions.....                         | 13 |
| 9.2        | Posting of Positions.....                             | 13 |
| 9.3        | Promotions and Transfers .....                        | 13 |
| 9.4        | Retention of Seniority .....                          | 14 |
| 9.5        | Bridging of Service .....                             | 14 |
| Article 10 | – Hours of Work .....                                 | 14 |
| 10.1       | Average Weekly Hours.....                             | 14 |
| 10.2       | Work Schedules .....                                  | 14 |
| Article 11 | – Job Descriptions.....                               | 15 |
| 11.1       | Job Descriptions.....                                 | 15 |
| Article 12 | – Designated Holidays .....                           | 15 |
| 12.1       | Statutory Holidays .....                              | 15 |
| 12.2       | Holidays Falling on Saturday or Sunday .....          | 15 |
| 12.3       | Holiday Coinciding With a Day of Vacation.....        | 15 |
| 12.4       | Holiday Coinciding With a Scheduled Day Of Rest ..... | 15 |
| 12.5       | Part Time Employees.....                              | 16 |
| Article 13 | - Vacation.....                                       | 16 |
| 13.1       | Vacation Entitlement .....                            | 16 |
| 13.2       | Vacation Scheduling .....                             | 16 |
| 13.3       | Vacation Carryover.....                               | 16 |
| 13.4       | New Employees .....                                   | 16 |
| 13.5       | Vacation Credits Upon Termination or Retirement.....  | 17 |
| 13.6       | Leave of Absence with Pay During Vacation.....        | 17 |
| Article 14 | – Leave from Work.....                                | 17 |
| 14         | Leave from Work.....                                  | 17 |
| Article 15 | – Maternity, Parental and Adoption Leaves .....       | 17 |
| 15         | Maternity, Parental and Adoption Leave .....          | 17 |
| Article 16 | – Compassionate Care Leave.....                       | 17 |
| 16         | Compassionate Care Leave.....                         | 17 |
| Article 17 | – Professional Development .....                      | 18 |
| 17.1       | Continuing Legal Education .....                      | 18 |
| 17.2       | Leave for Writing Examinations.....                   | 18 |
| 17.3       | Leave for Taking Courses.....                         | 18 |
| Article 18 | – Professional Fees and Indemnity .....               | 18 |
| 18.1       | Employee Indemnity .....                              | 18 |
| 18.2       | Law Society Fees .....                                | 18 |
| 18.3       | CBA Fees .....  | 19 |
| Article 19 | - Benefits.....                                       | 19 |
| 19.1       | Health and Welfare .....                              | 19 |
| 19.2       | Continued Employment .....                            | 19 |
| Article 20 | - Salaries .....                                      | 19 |
| 20.1       | Rates of Pay .....                                    | 19 |
| 20.2       | No Other Rate .....                                   | 19 |
| 20.3       | Pay Days .....  | 19 |
| 20.4       | Employee Recognition Program .....                    | 19 |
| Article 21 | – Union Management Committee.....                     | 20 |

|  |                                     |    |
|--|-------------------------------------|----|
| 21.1   | Union/Management Committee.....     | 20 |
| 21.2   | Structure.....                      | 20 |
| 21.3   | Meetings.....                       | 20 |
| Article 22 – Employee Safety.....                          |                                     | 20 |
| 22.1   | Safety Committee.....               | 20 |
| Article 23 – Temporary Assignments and Term Employees..... |                                     | 20 |
| 23.1   | Temporary Assignment.....           | 20 |
| 23.2   | Term Employees.....                 | 20 |
| 23.3   | Letter of Appointment.....          | 21 |
| Article 24 Layoff and Recall.....                          |                                     | 21 |
| 24.1   | Layoff.....                         | 21 |
| 24.2   | Notice to the Union.....            | 21 |
| 24.3   | Notice to Employee(s).....          | 21 |
| 24.4   | Placement in a Vacant Position..... | 21 |
| 24.5   | Layoff Procedure.....               | 22 |
| 24.6   | Right of Recall.....                | 22 |
| 24.7   | Severance.....                      | 23 |
| Article 25 – Term of Agreement.....                        |                                     | 23 |
| 25.1   | Term.....                           | 23 |
| 25.2   | Changes to the Agreement.....       | 23 |
| Appendix A – Salary Schedule.....                          |                                     | 25 |

*\* The titles to the Articles are to assist the reader in navigating the Agreement and are not to be used for the purpose of interpreting the Agreement.*

## ***Definitions***

"Day" means a calendar day except as otherwise specified.

"Employee" means a member of the bargaining unit.

"Law Society" means the Law Society of British Columbia.

"Seniority" means an employee's total length of continuous employment since the most recent date of employment with the Law Society, PLI Claims Management Inc. or the Professional Legal Training Course, whichever is earliest.

"Term Employee" means an employee hired under a written contract of employment for a fixed period of time or to replace an employee on leave under this agreement, and to whom the Law Society has no further employment obligations under this agreement once the contract of employment expires.

"Union" means the Professional Employees Association.

## ***Article 1- Preamble***

### **1.1 Purpose of the Agreement**

The purpose of this Agreement is to:

- a) establish and maintain a harmonious and mutually beneficial relationship between the Law Society and its employees represented by the Union;
- b) set forth the negotiated terms and conditions of employment and establish and maintain mutually satisfactory working conditions for the employees covered by this Agreement;
- c) provide a mechanism for the prompt and equitable resolution of any differences or grievances that may arise with respect to matters covered under this Agreement.

### **1.2 Use of Singular Terms**

Wherever in this Agreement the singular is used, it is understood that the reference shall include the plural where the context so requires.

### **1.3 Future Legislation**

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall attempt to negotiate a mutually agreeable provision to be substituted for the provision so ordered null and void or materially altered.

## **1.4 Professional Conduct**

- a) Nothing contained in this Agreement alters the effect of the Legal Profession Act, the Rules, and the Code of Professional Conduct for BC.
- b) It is understood that the rights and obligations of the employees under this Agreement are subject to their professional obligations under the Legal Profession Act, the Rules and the Code of Professional Conduct for BC.
- c) The Parties agree to work together to attempt to ensure that the rights and obligations of employees under this Agreement do not conflict with their professional obligations under the Legal Profession Act, the Rules and the Code of Professional Conduct for BC.

## **1.5 Harassment or Discrimination**

- a) The Law Society and the Union recognize the right of employees to work in an environment free from any harassment or discrimination because of race, colour, ancestry, place of origin, political belief or activity, union membership or activity, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or intended employment of that person.
- b) In accordance with section 13(3)(b) of the Human Rights Code of BC, paragraph a) does not apply as it relates to marital status, physical or mental disability, sex or age, to the operation of any retirement or pension plan, or group or employee insurance or benefit plan provided by the Law Society.
- c) Any complaint of harassment or discrimination shall be dealt with in accordance with the Workplace Harassment Policies set out in the Law Society's Policies and Procedures Handbook. The Law Society agrees to consult with the Union prior to amending the Workplace Harassment Policies.

## ***Article 2 – Union Recognition and Rights***

### **2.1 Bargaining Unit**

The bargaining unit shall consist of all employees of the Law Society for whom the Union has been certified to bargain collectively pursuant to the Labour Relations Code of British Columbia, except employees in those positions mutually agreed to between the Parties as exclusions.

### **2.2 Union Recognition**

The Law Society recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit.

### **2.3 No Other Agreement**

- a) No agreement with any individual employee or other organization shall supersede or contravene the terms of this Agreement.
- b) No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Law Society or its representatives which may conflict with the terms of this Agreement.

### **2.4 No Contracting Out**

The Law Society agrees not to contract out work ordinarily performed by members of the bargaining unit where such contract would result in layoff of an employee or failure to recall an employee.

### **2.5 Recognition and Rights of Union Representatives**

- a) The Law Society will recognize the following designated officials of the Union for the purpose of representing the Union: members of the Law Society Lawyers Chapter Executive; local representatives; and Union staff.
- b) The Law Society recognizes the Union's right to select local representatives to represent the employees.
- c) The Union agrees to provide the Law Society with a list of designated local representatives and to advise the Law Society of any changes to the designated local representatives that may occur from time to time.
- d) Local representatives or their alternate shall obtain permission from their excluded manager before leaving their work to perform their duties as a local representative.
- e) Permission will not be required where a local representative can reasonably accommodate their duties as a local representative without leaving the Law Society premises and without disruption of their work.

### **2.6 Bulletin Board**

The Law Society agrees to provide a bulletin board at a mutually agreed location for the exclusive use of the Union.

### **2.7 Picket Lines**

Subject to Article 1.4, the Law Society recognizes the right of an employee to refuse to cross a picket line arising out of a dispute as defined in the Labour Relations Code of British Columbia or the Canada Labour Code. Such absence shall be without pay.

### **2.8 Time Off for Union Business**

- a) Subject to operational requirements, leave of absence without pay but without loss of seniority will be granted to:
  - i. elected or appointed representatives of the Union to attend conventions of the Union and bodies to which the Union is affiliated.

- ii. elected or appointed representatives of the Union to attend to Union business, which requires them to leave their premises of employment.
  - iii. A maximum of 4 representatives of the Union on the Union's Bargaining Committee.
  - iv. employees required to appear as witnesses for the Union before an Arbitration Board.
  - v. local representatives supervising ballot boxes and other related functions during ratification votes.
- b) Leave of absence with pay and without loss of seniority will be granted to:
- i. employees to attend joint Union/Management meetings.
  - ii. a local representative assisting an employee in the presentation of a grievance in accordance with Article 5.2.
  - iii. employees who attend Safety Committee meetings scheduled in accordance with Article 22.1.

## **2.9 Administrative Provision Regarding Union Leave Without Pay**

To facilitate the administration of this Article, when leave without pay is granted, the leave shall be without loss of salary and benefits, and the Union shall reimburse the Law Society for salary and benefit costs.

## ***Article 3 – Union Security***

### **3.1 Dues Check-off**

- a) Every employee is required, as a condition of continued employment, to authorize deduction of Union dues from their salary and to agree to the check off procedure set out in this Article.
- b) The Law Society will provide an authorization form for union dues check-off and provide the Union with the name and phone number of the new employee.
- c) The Law Society shall deduct each month from the pay of each employee covered by this Agreement, an amount as determined by the Union as Union dues, and shall remit those dues to the Union monthly, along with a list of those employees for whom the deductions were made.
- d) For the purposes of this Article, "dues" are defined as regular union membership dues or special levies specified by the Union.
- e) The Union shall notify the Law Society of any amount of dues to be deducted and shall notify the Law Society of any change in the established rate.

### **3.2 Union Security**

- a) All employees in the bargaining unit who on April 7, 2006 were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership.



- b) All employees hired on or after April 7, 2006 shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of 30 days as an employee or within 30 days of the ratification of this agreement.

## ***Article 4 – Management Rights***

### **4 Management Rights**

The Union recognizes that the Law Society has the right to operate and manage its operations except as expressly and specifically limited by this Agreement.

## ***Article 5 – Grievance Procedure***

### **5.1 Grievances**

- a) The Parties recognize that grievances may arise concerning:
  - i. differences between the Parties regarding the interpretation, application, or any alleged violation of a provision of this Agreement, including the question of whether or not a matter is subject to arbitration
  - ii. the dismissal, suspension or other discipline of an employee
- b) The Parties agree that:
  - i. all reasonable efforts shall be undertaken to resolve differences between them without resorting to adjudication.
  - ii. grievances can frequently be resolved by discussion between the employee and their immediate manager and such discussions shall be encouraged at the first step.

### **5.2 Grievance Resolution - Step One**

- a) Any employee may initiate a discussion with their excluded manager, with or without a local representative present, for the purpose of resolving a dispute.
- b) In the hope that disputes can be resolved amicably, discussions between the employee and their excluded manager shall be encouraged at Step One.
- c) In the event that the employee is not satisfied with the result of the discussion, the Union may submit a grievance in accordance with Step Two.
- d) The resolution of disputes in accordance with this Article shall not be used as a precedent by either Party.

### **5.3 Grievance Resolution - Step Two**

The Union may submit a grievance in writing, describing the nature of the alleged violation and remedy sought to the Executive Director within 30 days after the date on which:

- a) the employee was notified orally or in writing of the action or circumstances giving rise to the grievance; or

- b) the employee first became aware of the action or circumstances giving rise to the grievance.

The Executive Director shall have 30 days from the receipt of the grievance in which to give a written reply to the Union.

#### **5.4 Referral to Arbitration**

Failing satisfactory settlement at Step Two, the Union may refer the matter to arbitration as set out in Article 6 within 30 days after the Law Society's decision has been received or become due, whichever is earlier.

#### **5.5 Dismissal or Suspension Grievance**

In the case of a dispute arising from an employee's dismissal or suspension for more than 10 days, the grievance may be filed directly at arbitration within 14 days of the employee receiving notice of dismissal or suspension.

#### **5.6 Deviation from Procedure**

- a) The Law Society agrees that, after a grievance has been formally submitted by the Union, no Law Society representative will conduct discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee.
- b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that the grievance shall be considered to have been abandoned.

#### **5.7 Policy Grievance**

Where either Party to this Agreement disputes the general application, interpretation or alleged violation of an Article of the Agreement, that Party may initiate a grievance by giving written notice of the grievance to the other Party within 60 days of the occurrence. Where the Parties cannot agree on a satisfactory resolution of the grievance, the grieving Party may submit the grievance to arbitration in accordance with Article 6.

#### **5.8 Law Society Grievance**

- a) The Law Society may file a grievance with respect to any matter that may arise in the application, interpretation or alleged violation of the collective agreement.
- b) The Law Society may submit a grievance, in writing, describing the nature of the alleged violation and remedy sought to the Executive Director of the Union within 30 days after the date on which:
  - i. a manager was notified orally or in writing of the action or circumstances giving rise to the grievance; or
  - ii. a manager first became aware of the action or circumstances giving rise to the grievance.
- c) The Executive Director of the Union shall have 30 days from the date of receipt of the grievance in which to give a written reply to the Law Society.

- d) Failing satisfactory settlement, the Law Society may refer the matter to arbitration as set out in Article 6 within 30 days after the Union's decision has been received or become due, whichever is earlier.

## **5.9 Procedural Errors**

In the spirit of this Agreement, it is the intent of the Parties that a grievance shall not be invalidated due to procedural errors, provided such errors have no essential bearing on the substance of the grievance.

## ***Article 6 – Arbitration Procedure***

### **6 Arbitration**

- a) The Party submitting the grievance or dispute to arbitration shall do so by notifying the other Party in writing.
- b) Within 14 days of notification, the Parties shall agree upon a panel consisting of a single arbitrator.
- c) Notwithstanding (b) if either Party gives notice that it requires a three-person arbitration panel, each Party shall appoint a nominee and the two nominees shall then agree on the appointment of a Chair within 20 days of their appointment.
- d) If the Parties cannot agree on an arbitrator within 20 days of their agreement to refer the matter to a single arbitrator, either Party may apply to the Labour Relations Board for the appointment of an arbitrator.
- e) The panel may determine its own procedure in accordance with the provisions of the Labour Relations Code and shall give each Party an opportunity to present its case and respond to the other Party.
- f) The panel shall hear and determine the matter and shall endeavour to issue a decision within 30 days following the conclusion of the hearing. The decision of the panel shall be final and binding. The panel, however, shall not have the power to alter, modify or amend any of the provisions of this Agreement.
- g) The Party shall pay ½ of the fees and expenses of the Chair or single arbitrator and, where applicable, all the expenses of their nominee to the panel.

## ***Article 7 – Discipline and Termination of Employment***

### **7.1 Just Cause**

- a) The Parties agree that an employee may only be dismissed or otherwise disciplined for just cause.
- b) Where an employee is disbarred from the practice of law in British Columbia, such disbarment shall constitute just cause for the suspension of employment without pay. Once all avenues of appeal under the Legal Profession Act and Rules have been exhausted, such disbarment shall constitute just cause for dismissal.

- c) Where an employee is being dismissed or suspended they shall be provided the reasons in writing with a copy to the Union.

## **7.2 Other Disciplinary Action**

Other disciplinary action shall include:

- a) letter of censure,
- b) a letter of reprimand, or
- c) an adverse report or evaluation.

The Union Labour Relations Officer assigned to the Law Society shall be copied on letters of censure or reprimand.

## **7.3 Probationary Period**

- a) The purpose of a probationary period is to provide the Law Society with an opportunity to review the employee's performance and to determine whether they are suitable for continued employment with the Law Society.
- b) The probationary period for all employees covered by the collective agreement shall be nine months.
- c) During the probationary period, the employee may be terminated if the employee is not suitable for continued employment.
- d) Suitability for continued employment shall be determined on the basis of the quality of work, conduct, capacity to work harmoniously with others, attitude and ability to meet work performance standards set by the Law Society. In determining suitability, the Law Society shall not act in bad faith or in an arbitrary or discriminatory manner.

## **7.4 Right to Union Representation**

- a) An employee shall have the right to have a Union representative present at any discussion with supervisory personnel that the employee believes may result in disciplinary action. Where a manager requires an employee to attend a meeting and the purpose of the meeting is known in advance by the manager to be of a disciplinary nature the manager shall advise the employee of the right to have a union representative present. No unreasonable delay of the appropriate action being taken will result from the unavailability of such representative.
- b) This clause shall not apply to discussions that are of an operational nature and do not involve disciplinary action.

## **7.5 Access to Personnel File**

- a) On reasonable notice, an employee shall have access to their personnel file upon request.
- b) An employee may consent in writing to a representative of the Union having access to their personnel file and, on reasonable notice, the Law Society shall provide to the designated representative reasonable access to the employee's personnel file.

## **7.6 Removal of Documents**

- a) Upon the employee's request, any disciplinary documentation shall be removed from the employee's personnel file after the expiration of 24 months from the date it was issued provided there has not been any further infraction.
- b) Notwithstanding the foregoing, formal employee appraisals shall not be removed from the personnel file of an employee.

## ***Article 8 – Performance Review***

### **8 Performance Review**

- a) Where a formal performance review of an employee is carried out, the employee shall be given a reasonable opportunity to read the review. Provision shall be made on the review for an employee to sign it and the employee shall be given a copy.
- b) An employee who disagrees with the formal performance review shall have the right to provide the reasons for their objections in writing and such written reasons shall be attached to the review.
- c) Formal performance reviews shall not be relied upon in any arbitration by either Party.
- d) The performance review will not be retained on the employee's personnel file. The Law Society will not provide information to another employer or prospective employer based on performance review documents.

## ***Article 9 – Postings and Appointments***

### **9.1 Vacancies and Promotions**

The Law Society subscribes to the principle of promoting from within where appropriate.

### **9.2 Posting of Positions**

- a) Where a vacancy is to be filled, the Law Society shall post notice of the vacancy to the Law Society website and Intranet a minimum of ten working days before the closing date for applications.
- b) Such notice shall contain the following information: nature of the position, qualifications, required knowledge and education, skills and salary range.

### **9.3 Promotions and Transfers**

Promotions and transfers shall be made on the basis of the nature of the position, qualifications, required knowledge and skills. If the previously noted factors are equal, then seniority shall apply.

#### **9.4 Retention of Seniority**

An employee who resigns a position and within 60 days is re-employed shall be granted a leave of absence without pay covering those days absent and shall retain all provisions and rights in relation to seniority and other benefits.

#### **9.5 Bridging of Service**

If an employee terminates as a result of a decision to care for a dependent parent, spouse or child, and is re-employed, upon application, the employee shall be credited with length of continuous service at the time of such termination for the purpose of benefits based on service seniority. The following conditions shall apply:

- a) the employee must have been an employee with at least 3 years of continuous service at the time of termination;
- b) the resignation must indicate the reason for termination consistent with this clause;
- c) the break in service shall be for no longer than 6 years; and during that time the employee must not have been engaged in remunerative employment or remunerative practice for more than 6 months, excepting employment with the Law Society; and
- d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

### ***Article 10 – Hours of Work***

#### **10.1 Average Weekly Hours**

Full-time employees are expected to work an average of thirty-five (35) hours per week over a four (4) month period. Where an employee commonly works more than thirty-five (35) hours per week, s/he will report the situation to the Law Society. If the situation is expected to continue then either the Law Society shall adjust the workload to allow the employee to maintain an average of thirty five (35) hours per week or a mutually agreed alternative shall be developed to provide time- off (at straight time) in recognition of the situation.

#### **10.2 Work Schedules**

- a) Work schedules shall be determined by the Law Society subject to operational requirements and the need to provide acceptable levels of service.
- b) Subject to a) above, an employee's request for a work schedule will not be unreasonably denied. Where an employee and their supervisor are not able to agree on a work schedule the supervisor may implement a schedule and the employee shall have the right to grieve.
- c) Notwithstanding a) and b) above, an employee with a work schedule of a nine day fortnight as of the date of ratification of this agreement shall not have their work schedule altered except by mutual agreement.

## **Article 11 – Job Descriptions**

### **11.1 Job Descriptions**

The Law Society will provide each employee with a copy of the job description for the position they occupy. A copy of these job descriptions will be provided to the Union.

## **Article 12 – Designated Holidays**

### **12.1 Statutory Holidays**

The following are designated as paid holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- British Columbia Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

and any other day recognized and proclaimed as a Provincial or Federal holiday for the locality in which an employee is working.

### **12.2 Holidays Falling on Saturday or Sunday**

When a holiday falls on a Saturday or Sunday, the Law Society offices will generally be closed on either the preceding Friday or the following Monday (or Tuesday where the offices are already closed on the Monday). The Friday or Monday (or Tuesday) shall be deemed to be the holiday for the purpose of this Agreement.

### **12.3 Holiday Coinciding With a Day of Vacation**

When any holiday falls within an employee's scheduled vacation, the day shall not be considered a vacation day.

### **12.4 Holiday Coinciding With a Scheduled Day Of Rest**

Where a designated holiday occurs on an employee's scheduled day of rest, the employee will receive one day off in lieu of the holiday to be scheduled by mutual agreement between the employee and their manager.

## **12.5 Part Time Employees**

Part time employees will receive holiday pay on a pro-rata basis.

## **Article 13 - Vacation**

### **13.1 Vacation Entitlement**

a) For the purpose of this Article, a year shall commence on January 1st and end on December 31st.

b) Employees will earn annual vacation with pay as follows:

| Completed Years of Service | Vacations Days |
|----------------------------|----------------|
| 1 to 5                     | 20             |
| 6                          | 21             |
| 7                          | 22             |
| 8                          | 23             |
| 9                          | 24             |
| 10 to 12                   | 25             |
| 13 to 15                   | 26             |
| 16 to 17                   | 27             |
| 18                         | 28             |
| 19                         | 29             |
| 20 and thereafter          | 30             |

### **13.2 Vacation Scheduling**

a) Subject to operational requirements, an employee shall be entitled to take their full annual vacation entitlement in one unbroken period, or at their option, may take their vacation in two or more periods.

b) Employees will be granted vacation on basis of seniority within a functional work unit if they indicate their vacation preference during the period between November 15th and December 31st prior to the vacation year.

c) Where an employee requests a vacation after December 31st for the current calendar year, preferences will be granted in the order in which they were received.

### **13.3 Vacation Carryover**

The Law Society Human Resource Policies that pertain to vacation carryover shall remain in effect. Any changes to these policies shall not apply to the bargaining unit without the agreement of the Union.

### **13.4 New Employees**

Employees who commence work after the start of the year shall be entitled to annual vacation on a pro-rata basis.



### **13.5 Vacation Credits Upon Termination or Retirement**

An employee leaving the employment of the Law Society shall be paid all earned but unused vacation.

### **13.6 Leave of Absence with Pay During Vacation**

When an employee qualifies for leave of absence with pay, other than sick leave, (the "leave") during their vacation, the employee may take the leave in lieu of their vacation entitlement up to the amount of the leave available. An employee intending to claim the leave in lieu of their vacation entitlement must advise their direct manager within 5 days of return to work and meet any requirements necessary to obtain the leave claimed.

## ***Article 14 – Leave from Work***

### **14 Leave from Work**

The Law Society Human Resource Policies that pertain to leave from work shall remain in effect. Any changes to these policies shall not apply to the bargaining unit without the agreement of the Union.

## ***Article 15 – Maternity, Parental and Adoption Leaves***

### **15 Maternity, Parental and Adoption Leave**

The Law Society Human Resource Policies that pertain to maternity, parental and adoption leave shall remain in effect. Any changes to these policies shall not apply to the bargaining unit without the agreement of the Union.

## ***Article 16 – Compassionate Care Leave***

### **16 Compassionate Care Leave**

- a) The Law Society Human Resource Policies pertaining to the Compassionate Care and SUB Plan benefit described in Policy 3.17 (May 2005) shall remain in effect. Any changes to these policies shall not apply to the bargaining unit without the agreement of the Union.
- b) Notwithstanding (a), an employee will not be required to use vacation entitlements prior to the commencement of compassionate care leave.

## ***Article 17 – Professional Development***

### **17.1 Continuing Legal Education**

The Law Society will provide paid leave and reimburse employees for the cost of continuing legal education courses up to the number of units required by the Law Society of British Columbia. Additional Law Society Human Resources policies that pertain to professional development shall remain in effect. Any changes to these policies shall not apply to the bargaining unit without the agreement of the Union.

### **17.2 Leave for Writing Examinations**

The Law Society Human Resource Policies that pertain to work related examinations shall remain in effect. Any changes to these policies shall not apply to the bargaining unit without the agreement of the Union.

### **17.3 Leave for Taking Courses**

An employee shall be granted leave with pay to take courses at the request of the Law Society. The Law Society shall bear the full cost of the course, including tuition fees, entrance or registration fees, and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable.

## ***Article 18 – Professional Fees and Indemnity***

### **18.1 Employee Indemnity**

The Law Society will provide the same insurance coverage for the employees as it acquires for the Benchers, officers and other staff of the Law Society in order to meet its obligations under section 86 of the Legal Profession Act.

### **18.2 Law Society Fees**

- a) The Law Society will pay the annual practice fees for employees.
- b) Subject to (c) below, an employee on a leave of absence greater than 3 months will convert their membership with the Law Society to non-practicing status for the duration of the leave. The employee will authorize the payment to the Law Society of any reimbursement.
- c) If an employee elects to maintain practicing status while on a leave of absence greater than 3 months, they shall reimburse the Law Society for the difference in fees between practicing and non-practicing status for the period during which the employee is on leave.

### **18.3 CBA Fees**

The Law Society will reimburse Canadian Bar Association fees paid by an employee where the employee demonstrates active participation in the activities and programs of the Canadian Bar Association.

## ***Article 19 - Benefits***

### **19.1 Health and Welfare**

The Law Society Human Resource Policies that pertain to health and welfare benefits shall remain in effect. Any changes to these policies shall not apply to the bargaining unit without the agreement of the Union.

### **19.2 Continued Employment**

Employees in receipt of long term disability benefits shall be considered employees as long as they continue to receive such benefit.

## ***Article 20 - Salaries***

### **20.1 Rates of Pay**

Employees shall be paid salaries in accordance with Appendix A. An employee's salary shall not be reduced without the agreement of the Employee and Union other than as provided for in this Agreement.

### **20.2 No Other Rate**

The salaries in Appendix A shall constitute all payment to employees, except as otherwise provided in this Agreement.

### **20.3 Pay Days**

Salaries shall be paid semi-monthly.

### **20.4 Employee Recognition Program**

The Law Society Human Resource Policies that pertain to employee recognition shall remain in effect. Any changes to these policies shall not apply to the bargaining unit without the agreement of the Union.

## ***Article 21 – Union Management Committee***

### **21.1 Union/Management Committee**

The Parties agree to establish a Union/Management Committee. The Parties acknowledge the mutual benefit derived from joint consultation. The purpose of this committee is to discuss matters, other than grievances, relating to the workplace that affect the Parties or any employee.

### **21.2 Structure**

The committee shall be comprised of two representatives employed by the Law Society selected by Management and two employees of the Law Society selected by the Union. The Union may bring additional representatives to meetings where the Union considers it necessary or appropriate.

### **21.3 Meetings**

The Union/Management Committee shall meet once every three months or at the request of either Party. Meetings of the Union/Management Committee shall be scheduled during working hours at times that do not interfere with operational requirements.

## ***Article 22 – Employee Safety***

### **22.1 Safety Committee**

The Law Society agrees to establish a Joint Safety and Health Committee in accordance with the requirements of Part 3 Division 4 of the Workers Compensation Act.

## ***Article 23 – Temporary Assignments and Term Employees***

### **23.1 Temporary Assignment**

- a) If an employee is assigned to work temporarily outside the Greater Vancouver Regional District, the Law Society will bear all reasonable costs for travel, accommodation, meals and extraordinary expenses.
- b) No employee will be assigned to a position outside the GVRD without their agreement.

### **23.2 Term Employees**

The provisions of this Agreement will apply to Term Employees with the exception of the following Articles:

Short Term Disability  
Long Term Disability

The Law Society shall pay term employees \$60.00 per month in lieu of short term disability benefits coverage.

The Law Society shall pay Term Employees who purchase comparable long term disability coverage during their term period the amount, if any, by which the premium cost of the comparable coverage purchased privately by the Term Employee exceeds the premium cost of the long term disability coverage available to regular bargaining unit employees upon provision of proof of the coverage and payments.

### **23.3 Letter of Appointment**

A term employee shall receive a letter of appointment clearly stating their employment status, rate of pay, benefits, payment in lieu of specified benefits, assigned duties and duration of appointment. A copy of the letter of appointment shall be forwarded to the Union.

## ***Article 24 Layoff and Recall***

### **24.1 Layoff**

Layoff shall mean the discontinuation or elimination of a position due to lack of work, reduction in funding, reduction or discontinuance of a service or services, or a change in or reorganization of the manner in which the Law Society conducts its operations.

### **24.2 Notice to the Union**

The Law Society will discuss any expected layoffs with the Union at least two weeks prior to any notice to the employee(s) who may be affected.

### **24.3 Notice to Employee(s)**

After determining which employees will be laid off in a job classification pursuant to Article 24.5, the Law Society will give a minimum of 8 weeks' notice of layoff in writing to the employees being laid off. The Union shall be provided with a copy of such notice.

### **24.4 Placement in a Vacant Position**

The Law Society will make reasonable efforts during the notice period to place the employee in a vacant regular position provided the employee is qualified and capable of doing the work. The employee may decline placement and accept severance in accordance with 24.7.

If the salary of an employee moving to a vacant regular position under this section is equal to or exceeds the top of the salary range for the vacant regular position, the employee shall continue to receive the employee's current salary. Otherwise, the employee shall continue at the employee's salary at the time of the layoff notice until the employee's next anniversary date when the employee shall move to the next higher step on the salary grid for the position.

## **24.5 Layoff Procedure**

- 1) When it is determined that a layoff will occur:
  - a. The Law Society will inform all employees in the job classification of the number of employees to be laid off and that voluntary layoff with severance in accordance with Article 24.7(1)(a) will be available to that number of employees in the same job classification.
  - b. Employees will be given two weeks from the date of notification in subsection (a) to elect voluntary layoff.
  - c. If more employees in the job classification are willing to accept voluntary layoff in accordance with subsection (a) than the number of employees to be laid off in the job classification, the employees to be laid off will be determined in order of seniority.
  - d. If fewer employees in the job classification are willing to accept voluntary layoff in accordance with subsection (a) than the number of employees to be laid off in the job classification, the remainder of employees to be laid off in the job classification shall be laid off in reverse order of seniority.
  
- 2) An employee subject to layoff pursuant to Article 24.5(1)(d) may elect to:
  - a. accept severance in accordance with Article 24.7(1)(b) at any time during the notice period; or
  - b. accept the layoff (without severance pay) and retain their right of recall for a period of one year from the date of layoff; or
  - c. accept prorated severance pay based on the remaining period of recall until six months from the date of layoff.
  
- 3) Employees shall retain their seniority and the employment relationship shall continue until the earlier of a period of one year from the date of layoff or the employee elects to receive severance.

## **24.6 Right of Recall**

Where an employee elects to retain their right of recall in accordance with Article 24.5(2)(b), the Law Society shall notify the employee of all available vacancies within the bargaining unit by sending a copy of such vacancies during the recall period to the employee's home address and email address. The employee shall keep the Law Society informed of their current address, email address and telephone number.

To be eligible for recall to a vacancy, an employee shall respond to a notice of a vacancy within two weeks of mailing. If the employee does not respond within this time, the employee will be deemed to have declined the opportunity to be recalled to that vacancy.

An employee who responds to a notice of vacancy shall be recalled to that position provided the employee is qualified and capable of doing the work. Employees shall be recalled in the order of their seniority.

If the salary of a recalled employee at the time of layoff was equal to or exceeded the top of the salary range for the recall position, the employee shall receive the employee's salary at the time of layoff. Otherwise, the employee shall receive the employee's salary at the time of layoff until the employee's next anniversary date, when the employee shall move to the next higher step on the salary grid for the recall position.

## **24.7 Severance**

- 1) An employee shall be entitled to severance pay based upon 1 month current salary for each year of service up to:
  - a. a maximum of 20 months' severance pay where the employee accepts voluntary layoff in accordance with Article 24.5(1); or
  - b. a maximum of 15 months' severance pay plus an additional two months current salary where the employee is laid off in accordance with Article 24.5(1)(d).
- 2) Severance pay shall be based on the employee's current salary plus an amount equivalent to the Law Society's RSP contribution for the equivalent severance period.
- 3) Partial years of service will be pro-rated.
- 4) Subject to notice rights in Article 24.3, employees who accept severance pay shall not be entitled to exercise any other rights under this Article and shall be terminated on acceptance of the severance pay.

## **Article 25 – Term of Agreement**

### **25.1 Term**

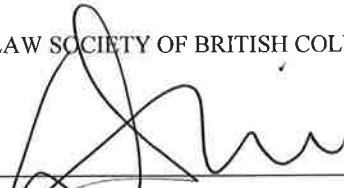
- a) The term of the collective agreement shall be from January 1, 2016 to December 31, 2018.
- a) The Parties agree to exclude the operation of sections 50(2) and (3) of the Labour Relations Code.

### **25.2 Changes to the Agreement**

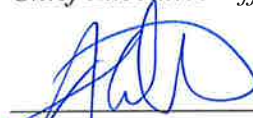
This Agreement may be varied or modified at any time as agreed to by both Parties in writing.

Signed this 13 day of APRIL, 2016

THE LAW SOCIETY OF BRITISH COLUMBIA

  
\_\_\_\_\_  
*David Crossin, QC*  
*President*

  
\_\_\_\_\_  
*Tim McGee, QC*  
*Chief Executive Officer*

  
\_\_\_\_\_  
*Adam Whitcombe*  
*Bargaining Committee Member*


PROFESSIONAL EMPLOYEES ASSOCIATION

  
\_\_\_\_\_  
*Trevor Kaatz*  
*Bargaining Committee Member*

  
\_\_\_\_\_  
*Camille Karlicki*  
*Bargaining Committee Member*

  
\_\_\_\_\_  
*John Nalleweg*  
*Bargaining Committee Member*

  
\_\_\_\_\_  
*Marlon Song*  
*Bargaining Committee Member*

  
\_\_\_\_\_  
*Frank Kohlberger*  
*President*

  
\_\_\_\_\_  
*Sheldon Martell*  
*First Vice President*

  
\_\_\_\_\_  
*Melissa Moroz*  
*Labour Relations Officer*



## ***Appendix A – Salary Schedule***

The Employees shall be paid their current salaries with the following general wage increases:

January 1, 2016 – 1.5%

January 1, 2017 – 1.75%

January 1, 2018 – 1.75%

A 0.5% market adjustment on January 1, 2017 and a further 0.4% market adjustment on January 1, 2018 shall be applied to all salary ranges.

The Law Society may hire/transfer/promote an employee into the bargaining unit (or from a different classification within the bargaining unit) at any rate in the salary range for the applicable job grouping. It is agreed that no current employee in the job grouping will be paid at a salary lower than the new employee, if the new employee is hired from outside the Law Society.

| <b>2016</b>                   | <b>1</b>     | <b>2</b>     | <b>3</b>     | <b>4</b>     | <b>5</b>     | <b>6</b>     | <b>7</b>     |
|-------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Professional Conduct          | \$104,347.87 | \$108,439.94 | \$112,532.02 | \$116,624.09 | \$120,716.16 | \$124,808.24 | \$128,900.31 |
| PLTC Instructors              | \$103,159.14 | \$106,705.27 | \$110,251.39 | \$113,797.52 | \$117,343.65 | \$120,889.77 | \$124,435.90 |
| Claims Counsel                | \$103,159.14 | \$108,102.25 | \$113,045.35 | \$117,988.45 | \$122,931.56 | \$127,874.66 | \$132,817.76 |
| Custodianship Counsel         | \$103,314.72 | \$107,366.28 | \$111,417.84 | \$115,469.40 | \$119,520.95 | \$123,572.51 | \$127,624.07 |
| Policy & Legal Services       | \$103,159.14 | \$108,102.25 | \$113,045.35 | \$117,988.45 | \$122,931.56 | \$127,874.66 | \$132,817.76 |
| Practice Advice & Standards   | \$109,606.59 | \$113,475.12 | \$117,343.65 | \$121,212.18 | \$125,080.70 | \$128,949.23 | \$132,817.76 |
| Administrators                | \$128,948.93 | \$131,742.31 | \$134,535.68 | \$137,329.06 | \$140,122.44 | \$142,915.82 | \$145,709.19 |
| Discipline Counsel            | \$122,501.48 | \$125,832.57 | \$129,163.66 | \$132,494.75 | \$135,825.84 | \$139,156.93 | \$142,488.02 |
| Unauthorized Practice Counsel | \$114,269.56 | \$118,078.55 | \$121,887.54 | \$125,696.52 | \$129,505.51 | \$133,314.49 | \$137,123.48 |
| <b>2017</b>                   | <b>1</b>     | <b>2</b>     | <b>3</b>     | <b>4</b>     | <b>5</b>     | <b>6</b>     | <b>7</b>     |
| Professional Conduct          | \$106,695.70 | \$110,879.84 | \$115,063.99 | \$119,248.13 | \$123,432.28 | \$127,616.42 | \$131,800.57 |
| PLTC Instructors              | \$105,480.22 | \$109,106.14 | \$112,732.05 | \$116,357.97 | \$119,983.88 | \$123,609.79 | \$127,235.71 |
| Claims Counsel                | \$105,480.22 | \$110,534.55 | \$115,588.87 | \$120,643.19 | \$125,697.52 | \$130,751.84 | \$135,806.16 |
| Custodianship Counsel         | \$105,639.30 | \$109,782.02 | \$113,924.74 | \$118,067.46 | \$122,210.18 | \$126,352.89 | \$130,495.61 |
| Policy & Legal Services       | \$105,480.22 | \$110,534.55 | \$115,588.87 | \$120,643.19 | \$125,697.52 | \$130,751.84 | \$135,806.16 |
| Practice Advice & Standards   | \$112,072.74 | \$116,028.31 | \$119,983.88 | \$123,939.45 | \$127,895.02 | \$131,850.59 | \$135,806.16 |
| Administrators                | \$131,850.28 | \$134,706.51 | \$137,562.74 | \$140,418.97 | \$143,275.19 | \$146,131.42 | \$148,987.65 |
| Discipline Counsel            | \$125,257.77 | \$128,663.80 | \$132,069.84 | \$135,475.88 | \$138,881.92 | \$142,287.96 | \$145,694.00 |
| Unauthorized Practice Counsel | \$116,840.63 | \$120,735.32 | \$124,630.00 | \$128,524.69 | \$132,419.38 | \$136,314.07 | \$140,208.76 |
| <b>2018</b>                   | <b>1</b>     | <b>2</b>     | <b>3</b>     | <b>4</b>     | <b>5</b>     | <b>6</b>     | <b>7</b>     |
| Professional Conduct          | \$108,989.65 | \$113,263.76 | \$117,537.86 | \$121,811.97 | \$126,086.07 | \$130,360.18 | \$134,634.28 |
| PLTC Instructors              | \$107,748.05 | \$111,451.92 | \$115,155.79 | \$118,859.66 | \$122,563.53 | \$126,267.40 | \$129,971.27 |
| Claims Counsel                | \$107,748.05 | \$112,911.04 | \$118,074.03 | \$123,237.02 | \$128,400.01 | \$133,563.00 | \$138,725.99 |
| Custodianship Counsel         | \$107,910.55 | \$112,142.34 | \$116,374.12 | \$120,605.91 | \$124,837.69 | \$129,069.48 | \$133,301.27 |
| Policy & Legal Services       | \$107,748.05 | \$112,911.04 | \$118,074.03 | \$123,237.02 | \$128,400.01 | \$133,563.00 | \$138,725.99 |
| Practice Advice & Standards   | \$114,482.30 | \$118,522.92 | \$122,563.53 | \$126,604.15 | \$130,644.76 | \$134,685.38 | \$138,725.99 |
| Administrators                | \$134,685.06 | \$137,602.70 | \$140,520.34 | \$143,437.97 | \$146,355.61 | \$149,273.25 | \$152,190.88 |
| Discipline Counsel            | \$127,950.81 | \$131,430.08 | \$134,909.35 | \$138,388.61 | \$141,867.88 | \$145,347.15 | \$148,826.42 |
| Unauthorized Practice Counsel | \$119,352.70 | \$123,331.13 | \$127,309.55 | \$131,287.97 | \$135,266.40 | \$139,244.82 | \$143,223.24 |