

**TWELFTH  
COLLECTIVE AGREEMENT**

BETWEEN

**THE LEGAL SERVICES SOCIETY**

AND

**THE PROFESSIONAL EMPLOYEES ASSOCIATION**

**April 1, 2005 to September 30, 2010**

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## **ARTICLE 1 PREAMBLE**

The parties to this Agreement recognize that all employees covered by this Agreement are bound by the professional standards and codes of conduct of their licensing body. These codes of conduct require the employee to conduct herself/himself with fairness, loyalty and courtesy to her/his Employer, associates and subordinates.

It is stressed that the spirit and intent of this Agreement is to provide a mutually respectful and beneficial relationship between the parties, within which the employee will be able to develop and apply confidently her/his professional knowledge and expertise to the best of her/his ability. To this end, the Employer will encourage involvement and consider ideas from the employee in such matters as may bear directly on the employee's work and career prospects.

It is further agreed that where the language of this Agreement is not specific or wherever there may be ambiguity or omission, every effort will be made by both parties to find a solution within the spirit and intent stated above.

### **1.01 Purpose of Agreement**

The purpose of this Agreement is:

- a) to establish and maintain a harmonious and mutually beneficial relationship between the Association, its members, and the Employer; and
- b) to set forth the negotiated terms and conditions of employment for employees covered by this Agreement; and
- c) to advance professional standards among the employees covered by this Agreement; and
- d) to improve, on a continuing basis, the professional services provided by the Employer to the people of British Columbia.

### **1.02 Use of Masculine and Singular Terms**

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

### **1.03 Definitions**

Terms used in this Agreement shall have the meaning ascribed to them in definitions described in Appendix A to this Agreement.

### **1.04 Freedom of Association**

Every employee is free to belong to, and to participate in, the activities of any association, society, organization, club or group without censure, or disciplinary action by the Employer, subject only to the limitation that such membership and activity shall not interfere with the performance of the employee's responsibilities, duties, or professional obligations. Disputes regarding the extent of such limitation shall be referred to the Joint Standing Committee for resolution.

### **1.05 Discrimination Defined**

- a) The Employer shall not discriminate on the basis of race, national or ethnic origin, colour, religion, sex, marital or family status, sexual orientation, disability, age, union membership or activity, or political affiliation;
- b) For the purposes of this article, age means less than sixty-five (65) years of age;
- c) Article 1.05(a) does not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational qualification or requirement;

d) This Article does not preclude any program or activity that has as its object the amelioration of conditions of disadvantaged individuals or groups including those that are disadvantaged because of race, national or ethnic origin, colour, religion, sex, marital or family status, sexual orientation, disability, or age.

### **1.06 Workplace Harassment Defined**

a) "Workplace harassment" includes "sexual harassment" as defined below and "retaliation" as defined below and is one or a series of incidents involving unwelcome comments or actions concerning a person's race, national or ethnic origin, colour, religion, sex, marital or family status, sexual orientation, disability, age, union membership or activity, or political affiliation:

- i. when such conduct might reasonably be expected to cause insecurity, discomfort, offence or humiliation to another person or group;
- ii. when submission to such conduct is made either implicitly or explicitly a condition of employment;
- iii. when submission to or rejection of such conduct is used as a basis for any employment decision including, but not limited to, matters of promotion, raise in salary, job security or benefits affecting the employee; or
- iv. when such conduct has the purpose or the effect of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

b) For the purposes of this policy "sexual harassment" is defined as one or a series of incidents involving unwelcome sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature:

- i. when such conduct might reasonably be expected to cause embarrassment, insecurity, discomfort, offence or humiliation to another person or group;
- ii. when submission to such conduct is made either implicitly or explicitly a condition of employment;
- iii. when submission to or rejection of such conduct is used as a basis for any employment decision (including, but not limited to, matters of promotion, raise in salary, job security or benefits affecting the employee); or
- iv. when such conduct has the purpose or the effect of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

c) Sexual harassment most commonly occurs in the form of behaviour by men towards women; however, sexual harassment can also occur between men, between women, or as behaviour by women towards men.

Types of behaviour which constitute sexual harassment include, but are not limited to:

- i. sexist jokes causing embarrassment or offence, told or carried out after the joker has been advised that they are embarrassing or offensive, or that are by their nature clearly embarrassing or offensive;
- ii. leering;
- iii. the display of offensive material of a sexual nature;
- iv. sexually degrading words used to describe a person;
- v. derogatory or degrading remarks directed towards members of one sex or one sexual orientation;
- vi. sexually suggestive or obscene comments or gestures;
- vii. unwelcome sexual flirtations, advances or propositions;
- viii. unwelcome inquiries or comments about a person's sex life;
- ix. persistent unwanted contact or attention after the end of a consensual relationship;
- x. requests for sexual favours;
- xi. unwanted touching;
- xii. verbal abuse or threats; and
- xiii. sexual assault.

d) Retaliation is any action taken against an individual in retaliation for:

- i. having invoked this policy whether on behalf of oneself or another individual;
- ii. having participated or co-operated in any investigation under this policy; or
- iii. for having been associated with a person who has invoked this policy or participated in these procedures.

e) For the purposes of this policy the types of behaviour which constitute workplace harassment include, but are not limited to verbal abuse or threats, offensive comments and actions deliberately designed to demean, belittle or humiliate an individual or group, and physical assault, and can occur:

- i. at the office;
- ii. at office-related social functions;
- iii. in the course of work assignments outside the office;
- iv. in the courtroom;
- v. at work-related conferences or training sessions;
- vi. during work-related travel;
- vii. over the telephone; or
- viii. elsewhere if the person harassed is there as a result of work-related responsibilities or a work-related relationship.

#### **1.07 Complaint Procedure for Sexual and/or Personal Harassment**

a) The employee shall file a written complaint within six (6) months of the alleged occurrence to either an excluded manager in their section or department, or to the Director of Human Resources.

b) In the event that the employee has chosen to direct the complaint to the Director of Human Resources, the Director shall immediately advise the Association and the Employer.

c) In the event that the employee has chosen to direct the complaint to an excluded manager, the manager will notify the Director of Human Resources who will ensure that the Association is appropriately notified, and will conduct and/or assist in the investigation.

d) The investigation shall be concluded within seven (7) days of the complaint being received.

e) The Employer may request an extension for the investigation period from the PEA Staff Officer or designate. The extension, if granted, shall not, in any event, be longer than fourteen (14) days from the date of the written complaint.

f) The complainant will be given the option of having the PEA Staff Officer or designate present as an observer at the meeting(s) at which the complainant is present.

g) The Director or designate who has investigated the incident shall complete a written report within three (3) working days of completion of the investigation.

h) The PEA Staff Officer and complainant shall be apprised of the recommendation(s) and/or action(s) to be taken.

i) Where either party to the proceeding is not satisfied with the Director's or designate's response, the complaint will, within thirty (30) days, be put before a panel consisting of an Association appointee, an

Employer appointee, and a mutually agreed upon chairperson and the majority decision will be final and binding. The panel shall have the right to:

- i. dismiss the complaint;
- ii. determine the appropriate level of discipline to be applied to the offender; or
- iii. make a further order as is necessary to provide a final and conclusive settlement of the complaint.

j) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the Director, Director's Designate, or the panel.

k) Where the complaint is determined to be frivolous and/or vindictive in nature, the Employer will take appropriate action which may include discipline.

## **ARTICLE 2 UNION RECOGNITION AND RIGHTS**

### **2.01 Bargaining Unit**

The bargaining unit shall consist of all employees of the Employer for whom the Association has been certified to bargain collectively pursuant to the *Labour Relations Code* of British Columbia, except those employees or classes of employees who may be excluded pursuant to Article 2.03 of this Agreement.

### **2.02**

#### **a) Bargaining Agent Recognition**

The Employer recognizes the Association as the exclusive bargaining agent for all employees for whom the Association has been certified as bargaining agent.

#### **b) No Other Agreement**

Subject to any requirement of the Law Society of British Columbia, no agreement with any individual employee or other organization shall supersede or contravene the terms of this Agreement and no employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

### **2.03 Excluded Positions**

The following positions shall be excluded from the bargaining unit:

Executive Director	Director, Vancouver Branch Office
Deputy Executive Director	Director, Victoria Law Office
Director of Client Services	Director of Tariff
Executive Assistant to Executive	Manager, Audit & Investigations
Director/Society Counsel	Director of Native Programmes
Director of Research and Planning	Director Surrey Branch Office
Client Services Managers	Associate Director of Tariff
Director of Appeals	

### **2.04 Recognition and Rights of Association Representatives**

a) The Employer will recognize the following designated officials of the Association for the purpose of formal relations between the Employer and the Association: members of the Executive; local representatives; and such staff or counsel as the Association may see fit to retain.

b) The Employer recognizes the Association's right to select local representatives to represent employees. The Association agrees to provide the Employer with a list of the employees designated as local representatives.

### **2.05 Bulletin Boards**

The Employer agrees to provide bulletin board facilities for use of the Association where employees are actively employed.

### **2.06 Picket Lines**

The Employer recognizes the right of an employee, as a matter of conscience, 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.

## **2.07 Bargaining and Bargaining Committee**

- a) The Employer agrees to grant leave of absence with pay (including sufficient travel time) to employees who are representatives of the Association on the Association's Bargaining Committee required to carry on negotiations with the Employer. The Association agrees to bear all related expenses for such representatives. The maximum number of these representatives shall be four (4).
- b) The Employer recognizes that occasions may arise when a designated representative on the aforesaid Bargaining Committee is unable to attend at negotiations, and the Employer agrees to grant leave of absence with pay to an alternate representative on such occasions.
- c) The Association agrees to furnish the Employer with a list of designated Bargaining Committee members and their alternates and, upon request, to provide the Employer with a list of the Association participants at each negotiating session.
- d) Should additional employees be required to attend negotiations for the purpose of providing information or advice, leave of absence without pay may be granted, subject to operational requirements.

## **2.08 Time Off for Association Business**

### **a) Without Pay**

Leave of absence without pay but without loss of seniority will be granted subject to operational requirements:

1. to an elected or appointed representative of the Association to attend conventions of the Association and bodies to which the Association is affiliated; and
2. for elected or appointed representatives of the Association to attend to Association business, which requires them to leave their premises of employment.

### **b) With Pay**

Leave of absence with pay and without loss of seniority will be granted:

1. to employees called to appear as witnesses before an Arbitration Board;
2. to employees to attend joint Association-Employer meetings;
3. to Association representatives or their alternates pursuant to Article 2.04, to perform their local representative duties.

## **ARTICLE 3 UNION SECURITY AND DUES CHECK-OFF**

### **3.01 Information**

The Employer shall advise the Association of the name and working address of any new member of the bargaining unit. The Employer shall make reasonable efforts to allow representatives of the Association to contact and meet with a new member of the bargaining unit while the new member is on an orientation program in Vancouver or at Staff lawyer Conferences.

### **3.02 Dues Deduction**

Every employee in the bargaining unit shall as a condition of continuing employment, authorize deduction from her/his monthly salary of Association dues and fees. The Employer agrees to deduct twice monthly from the salary of each employee membership dues and fees in the Association in the amount specified by the Association and to forward to the Association the total amount of such dues or fees collected with the lists of those employees for whom deductions were made in the month concerned.

### **3.03 Income Tax Receipts**

The Employer shall supply each employee, without charge, with a receipt for income tax purposes in the amount of deductions paid to the Association by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.

### **3.04 Association Security**

- a) All employees in the bargaining unit who on November 1, 1992 were members of the Association or thereafter become members of the Association shall, as a condition of continued employment, maintain such membership (subject only to the provisions of Section 17 of the *Labour Relations Code*).
- b) All employees hired on or after November 1, 1992 shall, as a condition of continued employment, become members of the Association, and maintain such membership, upon completion of thirty (30) days as an employee (subject only to the provisions of Section 17 of the *Labour Relations Code*).
- c) Any person who was an employee prior to November 1, 1992 who is not a member of the Association shall, as a condition of continued employment, become a member of the Association, and maintain such membership within thirty (30) days of signing this agreement (subject only to the provision of Section 17 of the *Labour Relations Code*).

## **ARTICLE 4 GRIEVANCES AND ARBITRATION**

### **4.01 Introduction**

The parties agree that grievances can frequently be resolved by discussion between the employee and her/his immediate supervisor. In the hope that disputes can be resolved amicably, discussions between the principals to any grievance shall be encouraged at each step. However, after a grievance has proceeded beyond the first step, such discussions will only occur with an Association representative present.

### **4.02 Definition and Cause**

The Employer and the Association recognize that grievances may arise concerning:

- a) differences between the parties respecting the interpretation, application, or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- b) the dismissal, discipline or suspension of an employee.

### **4.03 First Step**

In general, every employee may seek to settle informally with her/his immediate supervisor any dispute which may arise either with or without her/his local representative in attendance. Such informal settlement shall not be used as a precedent by either party. In the event that the dispute is not settled under this step, the immediate supervisor shall advise the grievor of the name and address of the Employer representative designated to handle grievances at Step 2.

### **4.04 Second Step**

Through the Association, the employee shall submit her/his grievance in writing, describing the nature of her/his complaint and a remedy required, to the Employer's representative designated to handle grievances at this step, within thirty (30) days after the date:

- a) on which he/she was notified orally or in writing of the action or circumstances giving rise to the grievance; or
- b) on which he/she first became aware of the action or circumstances giving rise to the grievance.

A copy of the grievance shall be forwarded to the employee's immediate supervisor if said supervisor is other than the Employer's designated representative. Copies shall also be filed with the Association.

The Employer representative shall have fourteen (14) days from the date of receipt of the grievance in which to give a written reply to the employee and the Association.

#### **4.05 Third Step**

If an employee has not received a reply to Step 2 by the due date, or if he/she is not satisfied with the decision at Step 2 and wishes to proceed further, The Association shall submit the grievance to the Executive Director or designate within fourteen (14) days after receipt of the Employer representative's decision or after the due date for the decision. The Executive Director or designate will have thirty (30) days after receipt of the grievance in which to give her/his response to it.

#### **4.06 Arbitration**

Failing satisfactory settlement at Step 3, and pursuant to Article 5 of this Agreement, the Association may inform the Employer of its intent to submit the dispute to arbitration for final resolution within thirty (30) days after the Executive Director's decision has been received or became due, whichever is earlier.

#### **4.07 Time Limit Recognition (Postal)**

In the case of a decision which must be forwarded by mail, the date of posting as indicated by the post mark shall constitute the date of reply for the purpose of this Article, except during a postal strike or immediately prior to an anticipated strike, where personal service is required.

#### **4.08 Dismissal or Suspension Grievance**

In the case of a dispute arising from an employee's dismissal or suspension, the grievance may commence at Step 3 of the grievance procedure within thirty (30) days of the employee receiving notice of dismissal or notice of suspension.

#### **4.09 Deviation from Procedure**

The Employer agrees that, after a grievance has been formally submitted by the Association, the Employer representative will not conduct discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the presence of an Association representative. In the event that, after having initiated a grievance through the grievance procedure, an employee endeavors to pursue the same grievance through any other channel, then the Association agrees that the grievance shall be considered to have been abandoned. The parties agree that no procedure will be followed during the grievance or arbitration procedure which will result in a breach of the solicitor/client privilege.

#### **4.10 General Interpretation Grievance**

Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of the Agreement, the dispute shall be discussed initially with the Employer or the Association, as the case may be, within sixty (60) days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to Arbitration as set out in Article 5.

#### **4.11 Procedural Errors and Time Limits**

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. Time limits for each step of the grievance procedure, however, may be extended only by mutual agreement in writing between the Association and the Employer. If the Association does not present a grievance to the next higher level within the agreed extended time limit, the grievance will be deemed to be forfeited.

#### **4.12 Supervisory Employee's Responsibility**

If a grievance arises as a result of the exercise of managerial or supervisory authority by any employee, the Association recognizes that the first responsibility of such employee is to the Employer, and it will not attempt in any way to influence such employee to act otherwise.

## **ARTICLE 5     ARBITRATION**

### **5.01     Time Limits**

Where a grievance is unresolved after exhausting the grievance procedure provided for in this Agreement it may be submitted for final resolution to Arbitration within the time limit stipulated in clauses 4.06, 4.10 or 6.03 of this Agreement. If the grievance has not been submitted within the time limit mentioned above, it shall be deemed to have been abandoned.

### **5.02     Procedure**

- a)       The party submitting the grievance or dispute to Arbitration shall do so by notifying the other party in writing.
- b)       Within 15 days from the date upon which a party has, within the time limit mentioned in clause 4.06 of this Agreement, notified the other party of its intention to submit a grievance or dispute to arbitration, the parties shall agree upon a single arbitrator. Should the parties fail to agree, they shall jointly request the Chairperson of the Labour Relations Board to appoint an arbitrator. The parties agree that all arbitrators under this Agreement shall have a Bachelor of Laws degree from a university recognized by the Law Society of British Columbia.
- c)       The arbitrator may determine her/his own procedure in accordance with the *Labour Relations Code* and shall give full opportunity to both parties to present evidence and make representations. He/she shall hear and determine the difference and shall make every effort to render a decision within thirty (30) days of the conclusion of the hearing.
- d)       The decision of the arbitrator shall be final, binding and enforceable on both parties and on any employee(s) affected by it. The arbitrator, however, shall not have the power to alter, modify or amend any of the provisions of this Agreement.
- e)       Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision, which he/she shall make every effort to do within seven (7) days of receipt of the application.
- f)       Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator.
- g)       The time limits fixed in this Article may be altered only by mutual consent of the parties in writing.

## **ARTICLE 6     DISMISSAL, SUSPENSION, DISCIPLINE AND RESIGNATION**

### **6.01     Burden of Proof**

In all grievance matters involving disciplinary action against an employee, the burden of proving just cause shall lie with the Employer.

### **6.02     Disciplinary Action**

- a)       An employee who is given:
  - i.       a letter of censure,
  - ii.      a letter of reprimand, or
  - iii.     an adverse report or evaluation,

shall be given an opportunity to correct the unsatisfactory performance or conduct before further disciplinary action is taken except in cases where the employee is being suspended or dismissed.

- b)       Where an employee is being suspended or dismissed, he/she shall be notified immediately in writing with a copy to the Association. Such notification shall state the reason for the action taken.

### **6.03 Rejection During Probation**

- a) The Employer may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of clause 4.08 of this Agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which he/she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- b) Where an employee feels he/she has been aggrieved by the decision of the Employer to reject her/him during her/his probationary period, he/she may, within thirty (30) days of receiving notice of her/his rejection and through the Association, appeal the decision by arbitration.
- c) The time limits fixed in this appeal procedure may be altered by mutual consent, but the same must be in writing.
- d) Prior to the expiry of an employee's probationary period and, in the case of an articulated student, prior to the midpoint of the student's term of employment, the Employer shall make an assessment of the employee's performance.

The Employer shall make every attempt to meet with a probationary employee in the eighth month of the probationary period where the employee shall be advised of the Employer's assessment of her/his performance or conduct. If the Employer has, at that time, any concerns with respect to the question of confirming the employee at the end of her/his probationary period, these concerns will be discussed in detail at the meeting and confirmed in writing. The employee will be given an opportunity to correct the unsatisfactory performance or conduct before further action is taken, except in cases where the employee is being suspended or dismissed. The Employer shall make every attempt to meet with articulated students at the midpoint of the student's term of employment. The purpose of such a meeting shall be to assess the student's overall performance and develop a plan for assisting the student to make any improvement deemed necessary.

### **6.04 Right to Have Local Representative Present**

- a) An employee shall have the right to have her/his local representative present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact her/his local representative, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- b) A local representative shall have the right to consult with a staff representative of the Association and to have an Association representative present at any discussion with supervisory personnel which the local representative believes might be the basis of disciplinary action against the local representative, providing that this does not result in an undue delay of the appropriate action being taken.

### **6.05 Termination**

- a) The employment of an employee, other than a probationary or **auxiliary** employee, shall be terminated only in one of the following ways:
  - i. resignation;
  - ii. retirement, early or otherwise;
  - iii. dismissal for cause;
  - iv. abandonment of position;
  - v. incapacity;
  - vi. death;
  - vii. layoff as provided in Clause 8 of this Agreement; or
  - viii. as provided elsewhere in this Agreement.
- b) An employee who fails to report for duty for five (5) consecutive working days without informing the Employer of the reason for her/his absence, shall be understood to have abandoned her/his position. The employee shall be afforded the opportunity to rebut such decision and demonstrate that there were reasonable grounds for her/his not having informed the Employer.

- c) The employment of an **auxiliary** employee may be terminated at the conclusion of the period for which he/she was initially employed.

## **ARTICLE 7 INTEREST ARBITRATION**

- a) Where the Association and the Employer have bargained in good faith and fail to conclude a renewal or revision of the Collective Agreement, the parties may mutually agree to refer all outstanding issues to a three-person interest arbitration board.
- b) Each party will name one person to the board who shall in turn name a third person to act as chairperson.
- c) The special interest arbitration board shall have authority to make final and binding settlement of all outstanding issues. The parties agree that once any matter is referred to the interest arbitration board under this Article the parties waive their right to engage in a strike or lockout pursuant to the *Labour Relations Code*.

## **ARTICLE 8 SENIORITY AND TRANSFER**

### **8.01 Accumulation**

- a) Regular employees shall accumulate seniority from their date of initial employment with the Employer. Seniority shall continue to accumulate during sick leave, education leave, leaves of absence with pay or with partial pay, and leaves of absence without pay for periods each lasting 30 days or less. This Article does not apply to articulated students or casual employees.
- b) Service seniority shall be used to solve differences among employees within a work unit regarding choice of vacation leave and other leaves of absence, on the principle that the employee with the greatest service seniority shall have first choice.
- c) An employee shall lose his/her seniority only in the event that:
- i. he/she is discharged for just cause;
  - ii. he/she voluntarily terminates his/her employment or abandons his/her position;
  - iii. he/she is on layoff from continuous employment for more than one year;
  - iv. he/she refuses recall into a continuous position within his/her region.

### **8.02 Layoff and Recall**

- a) The Employer will supply the Union with as much notice as is reasonably possible when employees are expected to be designated for layoff and will discuss any such expected layoffs with the Union.
- b) Prior to the layoff of employee(s) under 8.02(d), the Employer may, within a geographic location, canvass any employee or group of employees to invite:
- i. voluntary placement into a vacant regular position with the Employer;
  - ii. voluntary resignation with severance as provided for in Article 8.02(1);
  - iii. voluntary resignation with placement on the Employer's vendor list.
  - iv. voluntary resignation with severance as provided for in Article 8.02 (1) and placement on the Employer's vendor list.
- c) Where the position is relocated, the employee will be offered the position in the new location. An employee may decline this offer, with the understanding that the employee may then be subject to the provisions of this Article.
- d)
- i. The Employer shall notify regular employees with less than three (3) years seniority and probationary employees who are to be laid off, six (6) weeks prior to the date of the layoff or pay in lieu of notice.
  - ii. The Employer shall notify regular employees with three (3) years or more seniority who are to be laid off, eight (8) weeks notice of layoff or pay in lieu of notice.

### ***Layoff Procedure***

e) Where a layoff is to occur, the Employer shall designate the position to be eliminated. An employee, including a Managing Lawyer, whose position is to be eliminated can opt to claim another position, in the following order:

- i. the position occupied by the employee in the area of law from which the employee was laid off with the least amount of service seniority in his/her office;
- ii. the position occupied by the employee in the area of law from which the employee was laid off with the least amount of service seniority in his/her region as defined in Appendix C, or the position occupied by the employee in the area of law from which the employee was laid off with the least amount of service seniority in the province.
- iii. In the event that the employee bumped in (i) or (ii) above is not the most junior lawyer or the laid off employee is the most junior employee in the area of law that he/she was laid off from, the displaced employee may bump the most junior employee in the area of law in which the employee has the necessary qualifications to perform the job.
- iv. In the event of a dispute arising from (iii) above, over the assessment of an individual's qualifications, the parties agree that the matter will be referred to a mutually agreeable Third Party lawyer for a decision on whether the Employer has made a reasonable assessment of the employee's qualifications. The decision of the Third Party lawyer will be final and binding.

However, a Managing Lawyer can not be bumped by a non-Managing Lawyer.

A regular employee may bump a regular, auxiliary or casual employee. The employee with the least seniority shall be deemed to have received the required Notice under 8.02(d) when the Employer notified her/him that a position or positions are to be eliminated which may result in her/his being bumped.

f) Wherever practical, layoff of casual and auxiliaries employees will occur prior to layoff of regular employees. Layoff shall be in reverse order of service seniority.

g) An employee whose position is eliminated must advise the Employer within two weeks of receiving notice where he/she has determined to exercise bumping rights. The Employer shall, within one week of being advised that an employee is going to exercise her/his bumping rights, give notice of this to the employee who is being bumped. The employee with the least seniority shall be given the required notice under 8.02(d) minus the time that the initial employee took to notify the Employer of the intention to bump.

h) If an employee does not exercise his/her bumping rights or if there are no bumping opportunities as described in 8.02(e), an employee may opt for one of the following:

- i. to be placed on the recall list for a period of one (1) year from the effective date of layoff;
- ii. severance pay pursuant to Article 8.02(1)

### ***Recall***

i) A regular employee who has been laid off has the right of first refusal to any vacant position in the area of law from which the employee was laid off for a period of one year following layoff. If more than one lawyer is on layoff status, the right of first refusal is offered in order of seniority. The employer is to notify laid off lawyers of such vacancies.

- i. A regular employee who has been laid off has the right of first refusal to any vacant position in the area of law from which the employee was laid off for a period of one year following layoff.
- ii. If there are no vacancies in the area of law the employee was laid off from, then the employee will have right of first refusal to any vacant position for which the employee has the necessary qualifications to perform the job, for a period of one year following layoff.
- iii. In the event of a dispute arising from (ii) above, over the assessment of an individual's qualifications, the parties agree that the matter will be referred to a mutually agreeable Third Party lawyer for a decision on whether the Employer has made a reasonable assessment of the employee's qualifications. The decision of the Third Party lawyer will be final and binding.

- iv. If more than one lawyer is on layoff status, the right of first refusal is offered in order of seniority.
- v. It shall be the responsibility of the employee on the recall list to keep the Employer informed of his/her current address and telephone number.

j) For the purpose of calculating a layoff date for an employee on layoff and recall status who is recalled to casual or auxiliary employment, the layoff date for the purposes of recall shall be moved to a later date which is calculated by adding the period of the casual or auxiliary employment to the original layoff date.

k) Employees who relocate pursuant to Article 8.02 shall be entitled to relocation expenses in accordance with Appendix F.

### **Severance Pay**

l) When a regular employee opts for and is entitled to receive severance pay, the severance pay will be calculated and paid in accordance with the following:

- i. Regular employees will be entitled to severance pay based upon three (3) weeks current salary for each year of service up to a maximum of twelve (12) months. Part years of service will be pro-rated.
- ii. When an employee receives severance pay, that employee will be deemed to have resigned from employment.

If an employee's severance entitlement is the result of voluntary resignation pursuant to Article 8.02(b), the maximum amount will be six months' current salary.

### **8.03 Auxiliary Employees**

a) The Employer may hire **auxiliary** employees for a term certain where a position has become vacant as a result of the temporary absence of a regular employee.

b) The Employer may hire temporary project employees in situations in which a position of limited duration has been created in order to allow the Employer to undertake an experimental project, or to fill a new position where funding may be limited to a specific period of time. Experimental projects are those in which the Employer is assessing the delivery of legal services not already carried out by regular employees or the method of delivery of legal services. Vacancies arising as a result of the creation of special projects shall be offered to regular employees in accordance with the provisions of Article 8.04 of this Agreement. Upon completion of the project, the Employer shall make every reasonable effort to allow regular employees to return to their former or an equivalent position.

### **8.04 Vacancies**

a) Where a vacancy is to be filled within the bargaining unit, the Employer shall advise employees of this vacancy by posting notices of vacancies in each location/office employees work, for a minimum of six (6) working days. In selecting an employee to fill a vacancy the Employer shall give due consideration to an employee's seniority, compatibility with lawyers already working in the office concerned, salary level, experience and ability to do the job. The parties recognize the need of the Employer to attempt to employ lawyers with mixed levels of experience in a single office because of financial considerations and operational requirements. An employee who has applied for a vacant position but has not been chosen to fill the vacancy by the Employer may grieve the decision. Wherever possible, the employer shall fill vacancies first with existing employees in the same area of law of the vacancy, and only secondarily from outside the ranks of regular employees. In the event that the qualifications of applicants from outside the bargaining unit or from auxiliary or casual employees are similar to those of a regular employee, priority in appointment shall be given to the regular employee.

b) For the purposes of this section, with the exception of the right to grieve, employee may include a person who is not in the bargaining unit. Seniority means the length of continuous service with the Employer whether or not a person is in the bargaining unit.

c) If an applicant is chosen from the bargaining unit to fill any vacancy, the applicant shall be placed on trial for a period of six (6) months. Conditional on satisfactory service, the employee shall be confirmed in the position after that period. In the event the successful applicant proves unsatisfactory in the position during the Trial Period, or if the employee is unable to perform the duties of the new position, she/he shall be returned to her/his former position, wage

or salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her/his former position, wage or salary rate, without loss of seniority.

d) The Executive Director of the Union or a designate may sit as an observer on a selection panel, including panel deliberations following selection tests, for positions in the bargaining unit. The observer shall be a disinterested party.

#### **8.05 Transfer and Relocation**

It is understood by the parties that as a general policy, employees shall not be required to relocate from one office to another against their will. In cases where the Employer desires to transfer an employee who objects to the transfer, the employee shall not be required to transfer unless the Employer can demonstrate reasonable grounds for the transfer.

#### **8.06 Articled Students**

Students who article with the Employer shall receive a seniority credit equal to the period during which they articulated with the Employer if the student obtains a position with the Employer as a Staff Lawyer within six (6) months of completing her/his articling period with the Employer, and after the employee has successfully passed their ten (10) month probationary period.

#### **8.07 Seniority During Maternity and Adoption Leave**

**Auxiliary** employees, except regular employees who have become temporary project employees, do not accrue seniority during maternity or adoption leave.

#### **8.08 Retention of Seniority**

A regular employee who resigns a position and within sixty (60) days is re-employed as a regular employee 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 fringe benefits, provided the employee has not withdrawn any superannuation contributions.

#### **8.09 Bridging of Service**

If a regular 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 a regular employee with at least three (3) years of continuous service at the time of termination;
- b) the resignation must indicate the reason for termination;
- c) the break in service shall be for no longer than six (6) years; and during that time the employee must not have been engaged in remunerative employment for more than six (6) months, excepting employment with the Employer as a casual employee;
- d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

**ARTICLE 9 OVERTIME**

**9.01 Application**

This Article applies to all employees except students.

**9.02 Benefits**

In lieu of direct compensation for overtime, the Employer shall provide a Staff Lawyer's Benefit Plan, as described in Appendix D.

**ARTICLE 10 HOLIDAYS**

**10.01 Paid Holidays**

The following are designated as paid holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, a half day on New Year's Eve and Christmas Eve, and any other day recognized and proclaimed as a provincial, civic or federal holiday for the locality in which an employee is working.

**10.02 Holidays Falling on Saturday or Sunday**

When any paid holiday falls on a Saturday or Sunday and is not being proclaimed as being observed on another specified day, the Employer shall designate, at its option, either the preceding Friday or the following Monday to be observed as the paid holiday. Where two (2) consecutive paid holidays fall on Saturday or Sunday and are not proclaimed as being observed on the two (2) other specified days, the Employer shall designate, at its option, either the preceding Friday and the following Monday, or the following Monday and Tuesday as the paid holiday.

**10.03 Holiday Coinciding with a Day of Vacation**

When any designated paid holiday falls within an employee's scheduled vacation, the employee shall be granted one (1) additional day's vacation at a mutually convenient time.

**ARTICLE 11 VACATION**

**11.01 Entitlement**

a) "Vacation Year" - For the purpose of this Article, the vacation year shall be the fiscal year commencing April 1st and ending March 31st.

A regular full-time employee who has received at least 10 days pay at straight time rates for each calendar month will have an annual vacation entitlement as follows:

Vacation years:	1 <sup>st</sup> to 5 <sup>th</sup>	Work Days:	20
	6 <sup>th</sup>		21
	7 <sup>th</sup>		22
	8 <sup>th</sup>		25
	9 <sup>th</sup>		26
	10 <sup>th</sup>		27
	11 <sup>th</sup>		28
	12 <sup>th</sup>		29
	13 <sup>th</sup> to 19 <sup>th</sup>		30
	20 <sup>th</sup> and thereafter		35

Employees engaged on a part-time basis, or employees to whom a leave of absence without pay, in excess of one (1) month has been granted, or employees who terminate before the end of a fiscal year, shall be entitled to annual vacation on a pro-rata basis.

- b) i. An Articling Student will be entitled to ten (10) work days vacation during her/his Articling year with the Employer;
- ii. An Articling Student who completes some part of her/his Articles with another employer will accrue vacation entitlement with the Legal Services Society on a pro-rata basis.

#### **11.02 Vacation Scheduling**

Vacation shall be taken at a time mutually agreed to between the Employer and the employee. Subject to operational requirements, all employees shall be entitled to take their complete annual vacation during the period May 1st to September 30th inclusive. Subject to operational requirements, an employee shall be entitled to take her/his full annual vacation entitlement in one (1) unbroken period, or at her/his option, may take her/his vacation in two (2) or more periods.

#### **11.03 Vacation Carryover**

- a) Vacation entitlement shall be taken in the fiscal year in which it is earned. A single vacation period which overlaps the end of a fiscal year (March 31st) shall be considered a vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining March 31st shall not be considered as vacation carryover. An employee may carry over up to five (5) days vacation leave per vacation year except that total carryover shall not exceed ten (10) days at any time.
- b) The Employer may permit an employee to carry over more vacation than permitted by this Article if there is a good reason for doing so. Permission to carry over extra vacation shall not be withheld unreasonably.
- c) This clause refers only to vacation which accrues during the term of the Agreement.
- d) Vacation which has accrued under this Article but is unused shall be paid out upon termination of employment at the rate at which it was earned.

#### **11.04 New Employees**

Employees in their first partial year of service shall accumulate vacation credits on a pro-rata basis.

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

- a) An employee leaving the service of the Employer shall be paid for earned but unused vacation entitlement on a pro-rata basis, except as provided for in Article 11.05(b).
- b) An employee scheduled to retire and to receive a superannuation allowance under the Municipal Pension Plan or who has reached the mandatory retiring age, shall be granted full vacation entitlement for the final fiscal year of service; however, employees shall not receive full vacation entitlement for more than one fiscal year subsequent to the last year in which they were actively at work.
- c) The Employer will make every effort to make this payment on the employee's last working day, but in any case will not delay payment beyond the time limitation imposed by the *Employment Standards Act*.

#### **11.06 Leave of Absence With Pay During Vacation**

When an employee is qualified for sick leave, bereavement, or any other approved leave with pay during his/her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. Notwithstanding Appendix E, an employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of return to work.

## **ARTICLE 12 HEALTH AND WELFARE**

### **12.01 Short Term Illness Plan**

The Employer will provide the short-term illness plan described in Appendix E.

### **12.02 Long Term Disability, Life Insurance, etc.**

- a) The Employer will maintain in good standing the long term disability, life insurance, medical insurance, extended health plan and dental plan, which are described in Appendix B to this Agreement, for which the Employer shall pay 100% of the coverage.
- b) It is the responsibility of employees to ascertain that coverage is available before treatment is undertaken which might give rise to a claim.
- c) For purposes of benefit entitlement under the Long Term Disability Plan, an employee's salary shall include her/his SLBP entitlement.

### **12.03 Pension**

- a) The employer agrees to maintain enrollment in the Municipal Superannuation Plan and to advise the Association of any changes in the terms and conditions of the Plan;
- b) Employees who are employed on a continuous part-time basis have the option of enrolling as contributors to the Municipal Superannuation Plan.

## **ARTICLE 13 LEAVES OF ABSENCE**

### **13.01 Bereavement Leave**

- a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave at his/her regular rate of pay, from the date of death to and including the day after the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) working days.
- b) Immediate family is restricted to: an employee's parent; step parent; former guardian; spouse, fiancé; common-law spouse; same sex partner with whom the employee resides; child; step child; brother; sister; father-in-law; mother-in-law; or any other relative with whom the employee permanently resides.
- c) In the event of the death of an employee's grandparent, grandchild, aunt, uncle, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one day for the purpose of attending the funeral.
- d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- e) In addition to the leave allowed in (a) and (c), an employee may request special paid bereavement leave of one day to attend the funeral of a close friend or relative not listed in subparagraphs (b) and (c). Permission is required from the Human Resources for such leave. A request for leave under this sub-paragraph will not be unreasonably withheld.
- f) Where established ethno-cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion. Such request is to be in writing and approved by the Employer. Approval shall not be withheld unjustly.

### **13.02 Special Leave**

An employee not on leave of absence without pay shall be entitled to special leave at her regular rate of pay for the following:

- a) Marriage of the employee three (3) days.
- b) Attending wedding of employee's child one (1) day.
- c) Birth or adoption of the employee's child one (1) day.
- d) Serious household or domestic emergency one (1) day.
- e) Moving household furniture and effects one (1) day.
- f) Divorce hearing of employee one (1) day.
- g) Attending his/her formal hearing to become a Canadian citizen one (1) day.
- h) Attending funeral as pall-bearer or mourner one-half (1/2) day.
- i) An employee shall be entitled to one day per year to attend to personal business which requires his/her absence from work - (1) one day. This leave is for purposes not contemplated or provided for by any other clause in the Agreement. Permission is required from Human Resources but only such explanation as is necessary to confirm the appropriateness of the purpose shall need to be given and such explanation shall remain confidential.

Two weeks' notice is required for leave under subsection (a), (b), (e), (f) and (g).

For the purpose of determining eligibility for special leave under (e), an employee will qualify if he/she is maintaining a self-contained household and if he/she is changing his/her place of residence, which necessitates the moving of household furniture and effects during his/her normal working hours and if he/she has not already qualified for special leave under (e) on two (2) occasions within the preceding twelve (12) months.

The employer may grant special compassionate leave for reasons other than those set out in Article 13.02(i), at its discretion. Permission is required from Human Resources for special compassionate leave.

### **13.03 Full Time Union or Public Duties**

The Employer shall grant, on written request, leave of absence without pay:

- a) for employees to seek election in a Municipal, Provincial or Federal Election.
- b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated, for a period of one (1) years.
- c) for employees elected to a public office for a maximum period of five (5) years.

### **13.04 Leave for Court Appearances**

- a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay unless the employee chooses to take a vacation day.
- c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.
- d) Time spent in court by an employee in his/her official capacity shall be at his/her regular rate of pay.
- e) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

### **13.05 Elections**

Employees eligible to vote in a Federal, Provincial or Municipal Election or a referendum shall have the minimum consecutive clear hours in which to cast their ballots as specified in the relevant legislation.

### **13.06 General Leave**

- a) The Employer may grant an employee leave of absence with or without pay for reasons other than those specified in this Agreement;
- b) The Employer may grant a leave of absence to an employee requesting such time to work in an election campaign.
  - i. In the case of a Federal or Provincial election, such leave shall commence after the election writ is issued, and shall terminate no later than the day after the election;
  - ii. In the case of a Municipal election, such leave shall commence no earlier than one month before the election and shall terminate no later than the day after the election;
  - iii. Such leave shall be subject to operational requirements and shall not be withheld unjustly.

### **13.07 Definition of Child**

Wherever the word "child" is used in this Agreement, it shall be deemed to include a child in the care of the Director of Child Protection or a child of a spouse, including the child of a common-law spouse, or a child to whom the employee stands in *loco parentis*.

### **13.08 Family Illness**

In the case of illness of immediate family, as defined in Section 13.01(b), of an employee and when no one at the employee's home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of two (2) days paid leave at any one time for this purpose. Maximum entitlement under this clause is four (4) days per fiscal year.

### **13.09 Accumulation of Benefits**

In all cases of leaves of absence without pay, of up to and including one (1) month, all benefits shall accumulate as though the employee was at work. When the leave of absence is for more than one (1) month, sick leave credits, seniority accumulation and health and welfare entitlements shall remain static subject to Article 6.05(b). An employee who is absent from work, while collecting Workers' Compensation benefits or an employee who is on maternity leave, shall not be considered to be on leave of absence without pay, for the purpose of this Article.

### **13.10 Leave for Medical and Dental Care**

- a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two (2) hours, the full-time absence shall be charged to the employee's sick leave credits. "Medical and/or dental appointments" include only those services covered by the B.C. Medical Services Plan, the Dental Plan and the Extended Health Benefit Plan.
- b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their sick leave credits the necessary time including travel and treatment time to receive medical and dental care at the nearest medical centre for the employee, his/her spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer requests a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

### **13.11 Maximum Entitlement**

Leaves taken under Article 13.01 (Bereavement Leave), 13.02 (Special Leave), and 13.08 (Family Illness), and 13.10 (Leave for Medical and Dental Care) shall not exceed 10 days per fiscal year, unless additional special leave is approved by the Employer.

### **13.12 Other Religious Observances**

a) Employees are entitled to up to two (2) days leave with pay per fiscal year to observe his/her religion's spiritual or holy days not already provided for in Article 10.01, provided that the employee make up the time within thirty (30) days following or preceding the day(s) taken off under this section.

b) A minimum of two (2) weeks' notice is required for leave under this provision. Where two (2) weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.

### **13.13 Position Upon Return to Work**

Regular employees on leave of absence shall have the right to return to their former position.

### **13.14 Benefits During Leave**

When an employee is on leave of absence with pay, the Employer shall continue to pay the premiums for the employee for the benefits available under Article 12 of this Agreement.

## **ARTICLE 14 MATERNITY, PARENTAL AND ADOPTION LEAVE**

### **14.01 Maternity Leave**

a) A regular employee who has completed six (6) months continuous employment is entitled to maternity leave of up to seventeen (17) weeks without pay.

b) The employee shall notify the Employer in writing of her expected due date at least ten (10) weeks prior to the expected date of the birth.

c) The period of maternity leave may commence as early as six (6) weeks prior to the expected date of the birth or as late as one (1) week after the date of birth.

### **14.02 Maternity Leave Allowance**

a) An employee who qualifies for maternity leave pursuant to Article 14.01, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer proof that the employee has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.

b) Pursuant to the Supplemental Employment Benefit (SEB) Plan, the maternity leave allowance will consist of:

- i. Two (2) weeks at eighty-five percent (85%) of the employee's basic pay;
- ii. Fifteen (15) additional weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and eighty-five percent (85%) of the employee's basic pay.

### **14.03 Parental Leave**

- a) Upon written request a regular employee who has completed six (6) months continuous employment shall be entitled to parental leave of up to thirty-five (35) consecutive weeks without pay.
- b) Where both parents are employees of the Employer and qualify for parental leave pursuant to (a) above, they shall determine the apportionment of the thirty-five (35) weeks parental leave between them and advise the Employer.
- c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date and be supported by appropriate documentation.
- d) Leave taken under this clause shall commence:
  - i. In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 14.01;
  - ii. In the case of a parent other than a natural mother, at any time following the birth or adoption of a child providing the leave concludes within the fifty-two (52) week period after the birthdate or adoption of the child.

### **14.04 Parental Leave Allowance**

- a) An employee who qualifies for parental leave pursuant to Article 14.03, shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.
- b) Pursuant to the Supplemental Employment Benefit (SEB) Plan and subject to leave apportionment pursuant to Article 14.03(b), the parental leave allowance will:

*Effective April 1, 2001:* consist of ten (10) weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and seventy-five percent (75%) of the employee's basic pay and twenty-five (25) additional weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and sixty-five (65%) of the employee's basic pay.

*Effective April 1, 2002:* consist of a maximum of thirty-five (35) weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and seventy-five percent (75%) of the employee's basic pay.

### **14.05 Adoption Leave**

- a) Upon request and with appropriate documentation, an employee who qualifies for parental leave pursuant to Article 14.03 and who is the primary care giver of an adopted child is entitled in addition to the parental leave pursuant to 14.03 a further leave without pay of up to seventeen (17) weeks following the adoption of a child.
- b) Leave taken under this clause shall commence immediately following the conclusion of leave taken pursuant to 14.03.

### **14.06 Medical Extension of Leaves**

Employees who are entitled to leave pursuant to Articles 14.01, 14.03 and 14.05 and who are primary care givers shall be entitled to an extended leave of up to an additional fifteen (15) weeks for reasons of the ill health of the child or primary care giver as confirmed by a doctor's certificate. Written notice must be given to the Employer at the earliest opportunity, preferably at least four (4) weeks prior to the expiration of leave taken pursuant to Article 14.01, 14.03 or 14.05.

#### **14.07 Extension of Leave**

A maximum cumulative leave must not exceed fifty-two (52) weeks for employees who have taken leave(s) pursuant to Article 14.01, 14.03, 14.05 and 14.06.

#### **14.08 Benefits Continuation**

For leaves taken pursuant to Articles 14.01, 14.03, 14.05 and 14.06, the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the premiums.

#### **14.09 Entitlements Upon Return to Work**

Notwithstanding Articles 11.01 and 11.03, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Articles 14.01, 14.03, or 14.05 providing:

- i. the employee returns to work for a period of not less than six (6) months.
- ii. the employee has not received parental allowance pursuant to Article 14.04.
- iii. the employee was employed prior to date of ratification.

Vacation earned pursuant to this article may be carried over the following year, notwithstanding Article 11.03.

b) An employee who returns to work after the expiration of maternity, parental, adoption or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.

c) On return from maternity, parental, adoption or extensions to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.

#### **14.10 Maternity and/or Parental Leave Allowance Repayment**

a) To be entitled to the maternity and/or parental leave allowances pursuant to Article 14.02 and/or 14.04, an employee must sign an agreement that the employee will return to work and remain in the Employer's employ for a period of at least **equivalent to the period of leave taken** after returning to work. If an employee leaves on another maternity/parental leave before the completion of the six months, the remaining time unworked will be added on to the required **period of time to be worked** after the employee returns from the subsequent leave.

b) Should the employee fail to return to work and remain in the employ of the Employer for a period of six (6) months or more pursuant to (a) above, or resigns during that period, the employee shall reimburse the Employer for a pro-rata portion of the maternity and/or parental leave allowance and benefits received under Articles 14.02 and/or 14.04 and Article 14.08.

#### **14.11 Probationary and Auxiliary Employees**

a) A probationary employee or an **auxiliary** employee who has not completed six (6) months' continuous employment shall be entitled to Maternity and Parental Leave under the terms and conditions of the *Employment Standards Act*.

b) A probationary employee or an **auxiliary** employee **or a converted regular employee in a term position less than twenty-four (24) months** who has completed six (6) months' continuous employment shall be entitled to receive an amount not exceeding two months of her regular pay after her return to work **and be actively employed by the employer performing his/her usual duties** for a period of six month's continuous employment.

c) **A converted regular employee in a term position with twenty-four (24) consecutive months or greater will be entitled to maternity and parental leave entitlements as set out in Article 14.**

**ARTICLE 15 PROFESSIONAL DEVELOPMENT**

**15.01 Professional Development**

During the term of this agreement, the Employer will make available \$1,000.00 per staff lawyer per fiscal year for the purpose of payment of fees for professional development. In addition to course fees, the allowance can be used for conferences, CBA membership fees and activities, travel expenses not reimbursed in 15.02, computer software approved by the employer and reference materials.

The allowance will be pro-rated for part-time employees with less than .6 FTE, and for new employees' first partial year of employment. This allowance from one year may be used to prepay for courses/activities to be taken in the next fiscal year.

Use of professional development funds requires the approval of the employer. Such approval will not be unreasonably withheld. Employees using this allowance must follow normal travel policies and all relevant clauses in this Agreement if travel is involved.

**15.02 Expenses**

Each lawyer may be allotted expenses, as described in the table below, in any fiscal year, according to the current expense tariff while attending professional development events outside her/his geographic area of practice. Authority to attend a course outside the lawyer's geographic area of practice will not be withheld unreasonably. In determining reasonableness the Employer shall consider the nature of the course, area of practice of the lawyer and appropriate opportunities the lawyer may have to obtain instruction in the content of the course within a reasonable period of time without taking the course.

Lower Mainland	\$100.00	The Southern Interior	\$500.00
The Island	\$300.00	The Far North	\$800.00

**15.03 Joint Professional Development Committee**

a) There shall be established for the life of the Agreement a sub-committee of the Joint Standing Committee that will be the Professional Development Committee composed of two (2) Employer representatives and two (2) Association representatives. In addition, there shall be two alternates representing each party.

b) The committee shall meet at the request of either party to review the distribution of the professional development budget and to consider ways to ensure that employee access to desired courses and conferences is maximized and equitable.

c) Any dispute over 15.01 and/or 15.02 above will be referred to the committee, which will meet within five (5) working days. If a consensus is reached by the committee, it shall be final and binding.

**ARTICLE 16 SALARIES**

**16.01 Salaries and Increments**

a) Employees shall be paid in accordance with Schedule A.

b) Once placed in a level according to Schedule A, an employee shall move to the salary of the next level on her/his anniversary date of employment.

**16.02 Pay Period**

The Employer shall pay salaries using a bi-weekly pay period system.

### **16.03 Interview Expenses**

Employees shall be granted leave of absence with pay to attend an interview for a posted position. An employee who has two (2) years seniority and who is not on a leave of absence without pay shall have authorized expenses paid to attend the interview, provided that the interview is being held in a location more than one hundred (100) kilometres from the employee's normal work location, or if ferry travel is required.

## **ARTICLE 17 COPIES OF AGREEMENT**

The Employer shall, at its expense, provide each employee with a copy of this Agreement in booklet form. Copies shall also be made available to the Association.

## **ARTICLE 18 PROFESSIONAL FEES**

### **18.01 Liability Insurance**

a) The Employer shall provide professional liability insurance. Provided the claim has not arisen as a result of an intentional act or omission or the gross negligence of an employee, the Employer shall pay the deductible should a successful claim be made against the employee. The Employer shall not make any change in coverage without the consent of the Association. The Association is entitled to be provided with a copy of the policy.

b) It is the duty of the employee to immediately advise the Employer in writing when he/she first becomes aware of any situation arising from her/his conduct, or the conduct of another employee from, or for whom, he/she is assuming responsibility which may give rise to a claim under the policy, giving details of the conduct.

c) The Employer agrees:

- i. Not to seek indemnity against an employee whose actions in the performance of those official duties result in a judgment against the Employer;
- ii. To pay any judgment against an employee, superannuant or former employee, arising out of the performance of the employee's duties with the Employer;
- iii. To provide legal services and/or to pay approved legal costs incurred in the civil proceeding arising out of (ii) above. Wherever practical the Employer will consult with the employee on the naming of legal counsel.

except where a joint Employer/Union committee considers that there has been flagrant or willful negligence on the part of the employee in the performance of the employee's official duties.

**d) The employee is responsible for arranging their own insurance as required by the Law Society of British Columbia for any leave of absence longer than three (3) months.**

**e) If the employment of the employee terminates, the Employer shall be entitled to recover a pro-rated portion of the professional liability insurance premium from the employee. The amount recovered shall not exceed the actual amount the employee is entitled to recover from the insurer.**

### **18.02 Law Society Fees**

- a) i. The Employer will continue to pay on behalf of the employees, the fees for the Law Society of British Columbia including the fee for membership in the Canadian Bar Association, BC Branch.

- ii. Subject to (iii) below, an employee on a leave of absence greater than three (3) months will convert their membership status with the Law Society of British Columbia to non-practicing status for the duration of the leave provided the Employer advises the employee in writing of this obligation at the time the leave is approved, and the Employer signs any required documentation. The employee will authorize the reimbursement to the Employer of the fees reimbursed by the Law Society of British Columbia. The Employer shall pay all administrative costs charged by the Law Society of British Columbia for the status conversions.
  - iii. In the event an employee elects to maintain practicing status while on leave of absence, they shall reimburse the Employer for the difference in fees between practicing and non-practicing status for the period during which the employee is on leave.
  - iv. **A term employee will have their Law Society fees paid by the Employer on a pro rata portion for the period of the term worked.**
- b) If a lawyer is newly hired or recalled and:
- i. her/his Law Society fees for the year have been paid the Employer will reimburse the lawyer for a pro rata portion of the fees he/she has paid; or
  - ii. her/his fees for the year have not been paid, the Employer will pay the Law Society fees for the **remainder of the year.**
- c) If the **employment of the** employee terminates, the Employer shall be entitled to recover a pro-rated portion of the **Law Society** fees from the employee. **The amount recovered shall not exceed the actual amount the employee is entitled to recover from the Law Society.**
- d)
- i. The Employer shall pay the Articled Student Fees as established from time to time by the Law Society of British Columbia and as currently set out in Part J, Schedule 1, of the Law Society Rules, for both the Law Society's Admission Programme and Training Course Registration for Articled Students employed by the Society;
  - ii. The amount the Society pays in (i) will be prorated if the student does not take her/his entire articles with the Society;
  - iii. If another organization or individual undertakes to pay the fees covered by this section, the Society will not be required to pay those fees;
  - iv. The Employer shall pay the bar call fees for a student who has articled, at least in part, with the Society within six months of completing her/his articles. If these fees have already been paid the Employer will reimburse the lawyer;

## **ARTICLE 19 PERSONNEL FILE**

### **19.01 Access to Personnel File**

An employee, or a person designated by her/him in writing, shall have access to the contents of her/his personnel file in the office in which the file is normally kept.

### **19.02 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 18 months from the date it was issued provided there has not been any further infraction and provided it is not material to any pending disciplinary action.
- b) Notwithstanding the foregoing, disciplinary documentation respecting professional competency and formal employee appraisals shall not be removed from the work record or personnel file of an employee.

### **19.03 Notification of Materials Added to File**

If the Employer intends to place any documentation relating to disciplinary matters or career development on any employee's personnel file, a copy of this documentation will be forwarded to the employee concerned. It will be noted on the documentation that a copy has been placed on the employee's personnel file.

## **ARTICLE 20 AUXILIARY AND CASUAL EMPLOYEES**

### *Auxiliary Employees:*

#### **20.01 Application of Agreement**

Auxiliary employees shall not be covered by the provisions of the following Articles of this Agreement:

- i. Article 8 - Seniority and Transfer
- ii. Article 11 - Vacation
- iii. Article 12 - Health and Welfare (except 12.03)
- iv. Articles 13.03(b); 13.06; 13.08; 13.13; 13.14
- v. Article 14 - Maternity/Parental/Adoption Leave (except 14.11)
- vi. Article 15 - Professional Development
- vii. Appendix B - Health and Welfare Plan
- viii. Appendix E - Short Term Injury and Illness Plan
- ix. Appendix F - Relocation Expenses

#### **20.02 Health and Welfare**

In lieu of benefits under Appendix B (Health and Welfare Plans), auxiliary employees shall receive an amount which shall be equivalent to the cost of MSP and Life Insurance for regular employees.

#### **20.03 Annual Vacation**

Auxiliary employees shall not be entitled to accumulate vacation credits but shall be paid the equivalent of six (6) percent of their earnings in lieu of vacation credits.

#### **20.04 Sick Leave**

Auxiliary employees with more than six (6) months of continuous service, who are unable to work because of illness or injury, are entitled to six (6) days coverage at full pay in any one fiscal year.

#### **20.05 Letter of Appointment**

An auxiliary employee shall receive a letter of appointment clearly stating the employment status, rate of pay and expected duration of employment. A copy of the letter of appointment shall be forwarded to the Union.

#### **20.06 Regular Status**

(a) An auxiliary employee who has completed twelve (12) consecutive months of work, shall be converted to regular employee status on a full-time or part-time basis. Law Society fees & professional development allowance will be prorated for the period of time subsequent to eligibility. A converted regular employee with less than fifteen (15) consecutive months of work is not entitled to the layoff and recall provisions as set out in Article 8.02.

(b) **A converted regular employee in a term with less than twenty-four (24) consecutive months of work shall cease employment at the end of their employment assignment and shall not receive severance. Notice of layoff shall be deemed to have been given at the time of hiring.**

#### **20.07 Layoff and Recall**

a) Auxiliary employees shall cease employment at the end of their employment assignment and shall not receive layoff notice.

- b) The employer shall notify auxiliary employees who are to be laid off prior to the end of his/her employment assignment one (1) month before the date of the layoff or provide one (1) month's pay in lieu of notice.
- c) i. Auxiliary employees shall accumulate seniority for the purpose of recall to auxiliary vacancies after the completion of six (6) months continuous service.
- ii. An auxiliary employee shall lose his/her seniority only in the event that:
- A) he/she is discharged for just cause;
  - B) he/she voluntarily terminates his/her employment or abandons his/her position;
  - C) he/she is on layoff from auxiliary employment for more than one year;
  - D) he/she refuses recall into an auxiliary position within his/her region.
- d) The most senior auxiliary employee on layoff will be offered the first auxiliary vacancy, provided they have the necessary skills and ability to perform the work being recalled into.

***Casual Employees:***

**20.08 Application of Agreement**

Casual employees shall not be covered by the provisions of the following Articles of this Agreement:

- i. Article 8 - Seniority and Transfer
- ii. Article 9 - Overtime
- iii. Article 10 - Holidays
- iv. Article 11 - Vacation
- v. Article 12 - Health and Welfare
- vi. Article 13 - Leaves of Absence
- vii. Article 14 - Maternity, Parental & Adoption Leave
- viii. Article 15 - Professional Development
- ix. Article 18.02 - Law Society Fees
- x. Current 20.05 - Child Care Expenses
- xi. Appendix B - Health and Welfare Plan
- xii. Appendix D. - Staff Lawyer Benefit Plan
- xiii. Appendix E - Short Term Injury and Illness Plan
- xiv. Appendix F - Relocation Expenses

**20.09 Health and Welfare**

In lieu of benefits under Appendix B (Health and Welfare Plans), casual employees shall receive an amount which shall be equivalent to the cost of MSP and Life Insurance for regular employees.

**20.10 Annual Vacation**

Casual employees shall not be entitled to accumulate vacation credits but shall be paid the equivalent of four (4) percent of their earnings in lieu of vacation credits.

**20.11 Statutory Holidays**

- a) A casual employee with a regular schedule of hours who has worked at least fifteen (15) of the thirty (30) calendar days prior to a holiday listed in Article 10.01 is entitled to a regular day's pay for the holiday.
- b) A casual employee who has worked irregular hours on at least fifteen (15) of the thirty (30) days prior to a holiday listed in Article 10.01 is entitled to an average day's pay for the holiday. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the thirty (30) day period by the number of days worked.
- c) A casual employee who has worked fewer than fifteen (15) of the thirty (30) days prior to a holiday listed in Article 10.01 is entitled to prorated statutory holiday pay. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the thirty (30) day period by fifteen.

## **20.12 Letter of Appointment**

A casual employee shall receive a letter of appointment clearly stating the employment status, rate of pay and expected duration of employment. A copy of the letter of appointment shall be forwarded to the Union.

## **20.13 Layoff and Recall**

Casual employees shall not have the benefit of layoff and recall provisions of the Collective Agreement. These employees shall cease employment at the end of their employment assignment.

## **ARTICLE 21 GENERAL CONDITIONS**

### **21.01 No Assignment of Contract**

The Employer shall not assign the employee's contract of employment to another Employer.

### **21.02 No Outside Work**

An employee shall not perform work for remuneration for any person other than the Employer without the consent of the Employer. Such consent shall not be unreasonably withheld.

### **21.03 Resignation**

Any employee who resigns from the Legal Services Society shall give written notice of resignation at least two months before the date of resignation and shall specify the last date upon which he/she will perform her/his regular duties.

### **21.04 Employee Liability if Failure to Give Proper Notice**

If an employee fails to give the required notice under 21.03, the employee may be required at the Employer's option, to pay to the Employer as liquidated damages an amount equal to one (1) month of the employee's salary. Should the Employer exercise its option under this clause the Employer shall be prohibited from pursuing any other remedy it may have against an employee for failure to give the required notice under Article 21.03.

### **21.05 Child Care Expenses**

When an employee is required by the Employer to perform work away from the employee's geographic location, or is required by the Employer to attend evening or weekend courses, and the employee consequently incurs child care expenses, the employee shall be reimbursed for the additional child care expenses upon production of a receipt. Such reimbursement must be approved in advance of the expense being incurred.

Reimbursement shall only apply where no other family member, resident or non-resident, can provide the child care. The receipt shall be a signed statement including the date(s), the hourly rate charged, the hours of care provided and shall identify the caregiver/agency.

### **21.06 Safety Committee**

a) The Employer and the Union agree that policies and guidelines relating to Safety and Health shall be established by the Health and Safety Committee. Membership of the Committee will be as outlined in Section 4 of the WCB Industrial Health and Safety Regulations with two (2) PEA representatives on the Committee. The Committee will meet at regular intervals to be determined by the Committee, to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness.

b) Committee members shall suffer no loss of pay as a result of time spent in carrying out their duties. Travel costs for Committee members to attend meetings, training or conduct investigations shall be approved at the discretion of the Employer and shall be borne by the Employer.

## **ARTICLE 22 JOINT STANDING COMMITTEE**

### **22.01 Structure**

There shall be established for the life of the Agreement a Joint Standing Committee composed of two (2) Employer representatives and two (2) Association representatives. In addition, there shall be two (2) alternates representing each party.

### **22.02 Jurisdiction**

This committee shall meet at the request of either the Employer or the Association and shall review matters, other than grievances, relating to the maintenance of good relations between the parties.

### **22.03 Joint Consultation**

The Employer and the Association acknowledge the mutual benefit derived from joint consultation and its value in maintaining and improving service to the public by employees and agree, therefore, to consult on all matters of common interest, as appropriate, when requested by either party.

### **22.04 Leave to Attend Committee Meetings**

Employees attending meetings of the Joint Standing Committee shall be granted leave of absence with pay (including sufficient travel time).

## **ARTICLE 23 EMPLOYER'S RIGHTS**

The right to manage operations and to direct employees is retained by the Employer except as this Agreement otherwise specifies.

## **ARTICLE 24 STANDARDS OF PERFORMANCE AND PROFESSIONAL REQUIREMENTS**

a) Subject to any right given by the Agreement to an employee to grieve an assessment of the Employer as to the adequacy of the employee's performance, the Association recognizes that the Employer is the final judge of an employee's performance.

This clause is not intended to abrogate any right that the Law Society of British Columbia has to make a determination as to an employee's performance or to take action as a result of its determination.

### **b) Performance Appraisals**

When a formal appraisal of an employee's performance is carried out, the employee shall be given the opportunity to read and review the appraisal. Provision shall be made on the appraisal form for an employee to sign it. The form shall provide for the employee's signature in two places: one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in only one of the places provided. The employee who disagrees with the appraisal, and so signifies in the appropriate place, shall have the right to amplify the reasons for her/his objections in writing, and such amplifications shall be attached to, and become part of, the appraisal. No employee may initiate a grievance regarding the contents of an appraisal form unless the signature indicates disagreement with the appraisal. An employee shall, upon request, receive a copy of this appraisal form.

An employee appraisal shall not be changed after the employee has signed it without the knowledge of the employee.

### **c) Professional Qualifications**

The Association agrees that it is the responsibility of the employee to ensure that he/she is a member in good standing of the Law Society of British Columbia or, in the case of a student, that he/she is properly articulated in accordance with

the requirements of the Law Society of British Columbia and that fulfillment of the responsibility is a condition of employment.

**d) Professional Responsibilities**

The Employer recognizes that an employee must work in a manner consistent with the Professional Conduct Handbook, the Law Society Rules and the codes of ethics established by the Law Society.

The Employer recognizes that an employee must be able to act independently in the representation of clients.

No employee will be disciplined for refusal to comply with an Employer-instructed course of action which, in the employee's opinion, conflicts with the aforesaid standards of the Bar, provided that in such a case the employee shall, upon request, be required to provide the violation of the relevant professional standard or code and the Employer shall have the right to seek alternative advice from the Law Society.

**ARTICLE 25 VEHICLE AND MEAL ALLOWANCE**

a) Mileage allowance for all miles traveled on the Employer's business shall be paid to employees required by the Employer to use their own vehicles in the performance of their duties.

b) The allowance shall cover mileage to and from the employee's place of residence only when the employee is required to have her/his vehicle at work for use in the performance of her/his duties.

c) The mileage rate shall be:

<b>April 1, 2006</b>	<b>April 1, 2007</b>	<b>April 1, 2008</b>	<b>April 1, 2009</b>
<b>47¢ per km</b>	<b>48¢ per km</b>	<b>49¢ per km</b>	<b>50¢ per km</b>

Vehicle allowances for all distances traveled on Employer business shall be paid to employees required to use their own vehicle in the performance of their duties. The allowance shall cover distance to and from the employee's place of residence up to a total maximum of thirty-two (32) kilometres, only when the employee is required to have his/her vehicle at work for use in the performance of his/her duties.

d) Where meals are provided, no claim for meal allowances shall be accepted. Employees on travel status shall be entitled to meal allowance. Meal Allowance shall be paid at the following rates, and receipts are not required:

**Meal Allowance:**

	<b>April 1, 2006</b>	<b>April 1, 2007</b>	<b>April 1, 2008</b>	<b>April 1, 2009</b>
<b>Breakfast</b>	<b>\$10.75</b>	<b>\$11.00</b>	<b>\$11.25</b>	<b>\$11.50</b>
<b>Lunch</b>	<b>\$12.50</b>	<b>\$12.75</b>	<b>\$13.00</b>	<b>\$13.25</b>
<b>Dinner</b>	<b>\$21.50</b>	<b>\$21.75</b>	<b>\$22.00</b>	<b>\$22.25</b>
<b>Total</b>	<b>\$44.75</b>	<b>\$45.50</b>	<b>\$46.25</b>	<b>\$47.00</b>

e) Notwithstanding the provisions above, the Employer shall change these rates within the term of the contract to reflect the rates paid to the majority of Legal Services Society employees. Such revisions shall be implemented on the same basis as implemented for the majority of Legal Services Society employees.

f) All employees covered by this Agreement who are required to use their private automobiles in the course of their duties shall be reimbursed by the Employer for the extra cost of business insurance on their automobiles. Employees shall submit receipts for reimbursement of the extra cost of business insurance.

## **ARTICLE 26 TERM OF AGREEMENT**

### **26.01 Term**

The **Term of the** Agreement shall be effective as of **April 1, 2005** and shall remain in effect until midnight, **September 30, 2010**.

### **26.02 Salaries**

Salaries shall be effective as of dates specified in Schedule A.

### **26.03 Notice to Bargain**

a) Either party may give notice to the other party not more than one hundred and twenty (120) days and not less than ninety (90) days next preceding the expiry of this Agreement, in writing, requiring the other party to commence collective bargaining with a view to the renewal or revision of the Agreement or the conclusion of a new Agreement.

b) Where no notice is given under (a) above by either party, both parties shall be deemed to have been given notice on the ninetieth (90th) day prior to the expiry of this Agreement and thereupon collective bargaining shall commence under the terms of the *Labour Relations Code* of British Columbia.

### **26.04 Changes in Agreement**

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

**SIGNED ON BEHALF OF THE PROFESSIONAL  
EMPLOYEES ASSOCIATION BY:**

---

Kathryn Danchuk, PEA President

---

Pat Giommi, PEA 2<sup>nd</sup> Vice President

---

Jim Russell, Chair, PEA Bargaining Committee

---

Kathleen Kendall, PEA Bargaining Committee Member

---

Bill Andrew, PEA Bargaining Committee Member

---

Barinder Rasode, PEA Labour Relations Officer

---

**SIGNED ON BEHALF OF THE  
LEGAL SERVICES SOCIETY BY:**

---

Geoffrey G. Cowper, Q.C. LSS Chair, Board of Directors

---

Mark Benton, LSS Executive Director

---

Noreen Finnerty, LSS Chair, Bargaining Committee

---

Harold Clark, CHRP, Co-Chair, LSS Bargaining Committee

---

Ted Tanaka, LSS Bargaining Committee Member

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David Griffiths, LSS Bargaining Committee Member

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Agreement made this 26th day of March, 2006.

**SCHEDULE A  
SALARY SCHEDULE**

Year of Call	April 1, 2005	April 1, 2006 Market Adjustment (i)	April 1, 2007 General Wage 2% (ii)	April 1, 2008 General Wage 2% (iii)	April 1, 2009 General Wage 2% (iv)
Articles	\$32,355	36,561	37,292	38,038	38,799
1	\$49,302	55,711	56,825	57,962	59,121
2	\$54,124	60,406	61,614	62,846	64,103
3	\$59,616	64,558	65,849	67,166	68,509
4	\$63,861	68,711	70,085	71,487	72,917
5	\$68,104	72,862	74,319	75,806	77,322
6	\$72,349	77,707	79,261	80,846	82,463
7	\$76,593	82,551	84,202	85,886	87,604
8	\$80,846	87,394	89,142	90,925	92,743
9	\$84,213	92,242	94,087	95,969	97,888
10	\$87,160	94,461	96,350	98,277	100,242
11	\$90,210	97,766	99,721	101,716	103,750
12	\$92,916	103,772	105,847	107,964	110,124
13	\$93,845	106,045	108,166	110,329	112,536
14	\$94,784	107,106	109,248	111,433	113,662

**Salary Schedule Notes:**

- (i) **Effective April 1, 2006, Market Adjustments** will be made to Articles, Year Call 1-14 to a maximum of 13%.
- (ii) **Effective April 1, 2007, a general wage increase of 2.0%.**
- (iii) **Effective April 1, 2008, a general wage increase of 2.0%.**
- (iv) **Effective April 1, 2009, a general wage increase of 2.0%.**

**Salary Classifications:**

Effective April 1, 2006, the following classifications come into effect.

**Caseload Lawyer:** A caseload lawyer is defined as any lawyer whose job description requires they carry an ongoing caseload. A caseload is defined as a CMS client referral. A caseload lawyer will be paid based on year of call as outlined in Schedule A—Salary Schedule to a maximum of Year Call 12. Year of Call is determined by Year Call Notes, as set out below.

**Non-Caseload Lawyer:** A non-caseload lawyer is defined as any lawyer whose job description does not require them to carry an ongoing caseload. A caseload is defined as a CMS client referral. A non-caseload lawyer will be paid based on year of call to a maximum of Year Call 8, as outlined in Schedule A—Salary Schedule. Year of Call is determined by Year Call Notes, as set out below.

**Managing Lawyer:** A managing lawyer is defined as any lawyer who is designated as a Managing Lawyer by the Employer. A Managing Lawyer will be paid by year of call, as outlined in Schedule A—Salary Schedule to a maximum of Year Call 14. Year of Call is determined by Year Call Notes, as set out below.

### **Year Call Notes:**

1. Years of call are interpreted to mean years of practice. Practice is work using professional legal training including, but not limited to, practice in a Canadian law firm, Crown Counsel work, counsel work with government, government agencies, nonprofit organizations, or corporations.
2.
  - a) Disputes as to assessment of years of call will be referred to a mutually agreed third party for determination whose decision will be final and binding on the parties.
  - b) In reaching a decision the following will be examined:
    1. employment history
    2. degree of contact with the profession
    3. any other relevant consideration.
  - c) If the parties are unable to agree on the individual to assess years of call then the chairperson of the Labour Relations Board will select an individual who will be familiar with the practice of law and with legal aid in B.C.
3.
  - a) An employee's number of years of call will be determined as of the date of hire or, for current employees, as of the effective date of this agreement.
  - b) If an employee's whole number of years of call increases during the period of January through June, the employee's salary level will be increased on April 1st of that calendar year.
  - c) If an employee's whole number of years of call increases during the period of July through December, the employee's salary level will be increased on October 1st of that calendar year.

### **New Position(s)**

**If the Employer introduces a new position during the life of the agreement the Employer will submit a job description and a proposed classification to the Union in writing. Should the Union fail to object to the proposed classification within sixty (60) days of receipt of same, the classification shall be established. Where the parties are in dispute they shall meet to discuss and negotiate a classification. Any dispute on classification may be referred through the grievance procedure.**

### **Reclassification**

**Where the Employer makes a significant change in the job content of a position the Employer will submit a job description and a proposed classification to the Union in writing. Should the Union fail to object to the proposed classification within sixty (60) days of receipt of same, the classification shall be established. Where the parties are in dispute they shall meet to discuss and negotiate a classification. Any dispute on classification may be referred through the grievance procedure.**

## APPENDICES

### A. DEFINITIONS

1. ASSOCIATION means the Professional Employees Association.
2. DAY means a calendar day except as otherwise specified.
3. EMPLOYEE means staff lawyers and articling students.

Employee means a member of the bargaining unit and includes:

- a) Regular employee meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature;
  - b) Auxiliary employee meaning a temporary employee who is employed for work which is not of a continuous nature or is for a term less than twelve (12) months such as:
    1. replacement of employees on vacation, sick or other leave;
    2. positions created to carry out special projects or work which is not continuous;
    3. temporary positions as may be necessary to cover varying workload requirements.
  - c) Casual employee meaning an employee who is employed for work which is not of a continuous nature and where the employee works variable hours on an as-needed basis such as:
    1. assisting with work backlog or overflow
    2. basic supervision of files for unexpected or temporary absence of another employee
    3. consultation or file review for special projects.
  - d) Probationary employees are employees who are in their first ten months of employment with the Employer.
4. EMPLOYER means the Legal Services Society.
  5. LOCAL REPRESENTATIVE means an employee designated by the Association to represent other employees within a particular geographic jurisdiction and to assist them in such matters as the handling of grievances.
  6. PARTY means either the Professional Employees Association or the Legal Services Society, as the context may require and in the plural, both.
  7. TRIAL PERIOD is the first six months of a new position that is occupied by an employee who has passed her/his probationary period in a different position.
  8. YEAR means a fiscal year, unless otherwise stated.

**B. HEALTH AND WELFARE PLAN**

**1. Basic Medical Coverage**

All regular employees may choose to be covered by the medical plan for which the British Columbia Plan is the licensed carrier. The Employer shall pay one hundred percent (100%) of the regular premium for all employees.

**2. Extended Health Care**

(a) The Employer will maintain in good standing the Extended Health Care Plan, which is in existence at the time of this Agreement, for which the Employer shall pay one hundred percent (100%) of the monthly premium for all employees and their families. **The employee shall pay a fifty dollar (\$50) deductible per family per year effective April 1, 2006.** An employee shall be eligible for coverage under this plan from the first of the month following the month in which the employee completes six (6) months of employment.

(b) **Effective April 1, 2006, there will be a three hundred and fifty dollar (\$350) maximum annual cap placed on each of the following benefits under the Extended Health Care Plan: Massage Practitioner and Physiotherapist.**

**Note: The Employer agrees to provide a direct payment card.**

**3. Dental Plan**

The Employer agrees to pay the dental premiums necessary to provide one hundred percent (100%) coverage in plan A; sixty percent (60%) coverage in plan B; fifty percent (50%) coverage in plan C, to a lifetime maximum payout of \$3,000.00 at 50% coverage. An employee shall be eligible for coverage under the Dental Plan from the first of the month following the month in which the employee completes six (6) months of employment.

**4. Group Life**

a) The Employer shall, at its expense, provide to all regular employees a mutually agreeable Group Life Insurance Plan.

b) The Group Life Plan shall include the following provisions for accidental death or dismemberment;

i.	loss of life (in addition to coverage provided under (a));	Principal Sum
ii.	loss of both hands or both feet;	Principal Sum
iii.	loss of sight of both eyes;	Principal Sum
iv.	loss of one hand or one foot and sight of one eye;	Principal Sum
v.	loss of one hand or one foot;	2/3 Principal Sum
vi.	loss of sight of one eye;	2/3 Principal Sum
vii.	loss of one arm or one leg;	3/4 Principal Sum
viii.	loss of thumb and index finger of one hand;	1/3 Principal Sum
ix.	loss of speech and hearing;	Principal Sum
x.	loss of speech or hearing;	1/2 Principal Sum
xi.	loss of hearing in one ear;	1/6 Principal Sum
xii.	loss of use of both arms or both hands;	Principal Sum
xiii.	loss of use of both legs;	Principal Sum
xiv.	loss of use of one arm;	3/4 Principal Sum
xv.	loss of use of one hand;	2/3 Principal Sum

c) In addition to the Group Life Plan and the Long Term Disability Plan, the Employer shall also maintain an insurance plan which provides for an additional death benefit of \$100,000 where an employee's death resulted from an air travel accident while on Employer's business. Provisions under this Article are subject to carrier limitations.

## **5. Long Term Disability**

- a)
  - i. Regular full-time employees shall be covered by the Long Term Disability Plan upon completion of six (6) months active employment with the Employer. To be covered by the Plan, a regular part-time employee must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have completed six (6) months active service in such a position.
  - ii. Where an employee is converted from casual to regular status, plan coverage shall commence the earlier of (a)(i) above, or upon the completion of six (6) months of full time, unbroken employment from the date the employee qualified for Short Term Illness and Injury Plan benefits under Appendix E.
- b) The employees shall be entitled to coverage pursuant to Section 4(a) while on Long Term Disability. Employees shall be entitled to coverage pursuant to Sections 1,2,3,4(b) and 4(c) during the first two (2) years that they are on Long Term Disability.
- c) Monthly benefit levels shall be equal to the sum of:
  - i. sixty-six and two-thirds percent ( $66\frac{2}{3}\%$ ) of the first \$1,900.00 of monthly earnings; and
  - ii. fifty percent (50%) of the monthly earnings above \$1,900.00 to a maximum monthly benefit of \$4,500.00;
  - iii. For any lawyer on Long Term Disability at the date of signing the collective agreement, there will be an annual cost-of-living adjustment, equal to five percent (5%) of the employee's net monthly income, after a continuous period of twelve (12) months total disability beyond the completion of the waiting period.
  - iv. After the date of signing, any lawyer going on Long Term Disability will have an annual cost-of-living adjustment, not to exceed five percent (5%), equal to the cost of living, as measured by Stats Canada for British Columbia, after a continuous period of sixty (60) months total disability beyond the completion of the waiting period.
- d) In addition to the Group Life Plan and the Long Term Disability Plan, the Employer shall also maintain an insurance plan which provides for an additional death benefit of \$100,000 where an employee's death resulted from an air travel accident while on Employer's business. Provisions under this Article are subject to carrier limitations.
- e) Upon recovery within twenty-four (24) months of the date on which an employee became eligible for Long Term Disability, the employee shall be entitled to return to the position to which he/she was last employed. Thereafter, he/she shall be considered to be on layoff and entitled to fill any position becoming vacant within her/his layoff and recall unit which he/she has the ability to perform.
- f) Notwithstanding (e) above, an employee in receipt of long term disability benefits will be considered an employee for purposes of superannuation. Employees will not be covered by any other portion of the Collective Agreement.

## **6. Limitation of Liability**

The Employer's liability under Articles 4 and 5 is limited to the payment of applicable premiums. The Employer is not the insurer. Articles 4 and 5 are subject to the terms and conditions of the Plan.

**C. LAYOFF/RECALL REGIONS**

The bargaining unit shall be divided into four regions.

**Region I Lower Mainland**

Surrey  
Vancouver

**Region II The Island**

Victoria

**Region III The Far North**

Prince George  
**Terrace**

**Region IV The Southern Interior**

Kamloops  
Kelowna

Should the Employer open new offices **and/or close offices** in locations not on this list, these offices shall be added **and/or removed** to the appropriate region.

#### **D. STAFF LAWYER BENEFIT PLAN**

The Society will provide the following Staff Lawyer Benefit Plan (SLBP) to all regular employees (but not to articulated law students) covered by this Agreement.

1. "Gross Salary" is the amount of salary actually earned inclusive of the following deductions: income tax, unemployment insurance and Canada Pension Plan, but does not include any Northern Allowance. "Plan year" is from the date of employment to March 31 of the first year of employment and from April 1 to the following March 31 of each subsequent year, or the date of the termination.
2. The SLBP is equivalent to 10% of the gross salary earned during the plan year, and may be taken in either extra time off, a lump sum cash payment, or a combination of the two, to the extent permitted below.
3. Auxiliary employees or auxiliary project employees shall be entitled to exercise the cash option only.
4. A regular employee may elect to receive a cash payment of all or part of the SLBP benefit earned in the plan year, to the extent permitted below.
5. A regular employee may elect to transfer all or part of the SLBP benefit earned during the plan year to a time bank. Time choices are calculated based on 2% of plan year salary being equivalent to five (5) working days where the employee has been employed for 12 months in the plan year, and a pro-rata portion where the employee has been employed for fewer months. Time may be extracted from the time bank in the manner described below.
6. The SLBP benefit will not be considered to have been "earned" until March 31 of each year in which the Plan is in effect, or until the date of termination of employment, whichever is earlier.
7. Each employee shall designate not later than March 31 of each year her/his choice for that particular plan year, i.e. to take all benefits in cash, bank all benefits as time, or to bank some time and take some cash, as the case may be.
8. The time bank may be converted to a cash payment at any time following the plan year. The employee shall give sixty (60) days notice of her/his intention to convert all or part of her/his time bank to cash. The cash pay out will be based on the original bank cash value, i.e. on the value at the date such leave was earned and will relate to the first earned benefit first.
9. Time may be extracted from the time bank to take an additional vacation leave of up to five (5) working days per annum, the scheduling of which shall be subject to operational requirements. The balance of the time bank shall be accumulated and taken as a continuous period of leave not sooner than once every three years and not later than once every eight years unless otherwise approved by the Executive Director.
10. Time may be extracted from the time bank as set out herein, but all time taken off must be at a time agreeable to both the employee and the Executive Director or designate. Prior approval shall be obtained from the Executive Director or designate. Unused vacation time in excess of ten (10) days, must be taken in conjunction with SLBP leave. The taking of leave must be scheduled so as to accommodate the operations of the staff lawyer's office during her/his absence.
11. An employee who leaves the employment of the Society and who has accumulated time in her/his time bank shall be paid the cash equivalent, calculated on the original bank case value, i.e. on the value at the date such leave was earned. Entitlement to the plan benefits shall be calculated up to the date of termination. The plan benefit shall not be earned in relation to any severance payment (i.e. in lieu of reasonable notice made following a layoff or dismissal.)

An employee may, at her/his option, defer the payment until a date of her/his choosing in the calendar year following the year in which he/she leaves the employment of the Society. The employee will reimburse the Society for any extra Employer cost, necessitated by the deferral, including Employer payments to the Canada Pension Plan.

12. An employee who terminates her/his employment with the Society shall not extract time from her/his time bank immediately prior to her/his date of termination.
13. An employee shall not earn plan benefits while on leave pursuant to the plan. However the Society shall continue to provide benefits pursuant to Article 12 of this Agreement while the employee is on plan leave.
14. This plan shall be effective as of April 1, 1981. All benefits earned under the Society's SLBP prior to that date shall be transferred to this plan and subject to these provisions.
15.
  - a) Vacation credits will accrue to any SLBP earned after April 1, 1983 and subsequently taken as time off.
  - b) No vacation will accrue to any SLBP benefits earned prior to April 1, 1982 and subsequently taken as time off except as set out in (c) below.
  - c) Vacation credits will accrue to any SLBP benefits taken as time off for periods not exceeding one week.
  - d) A statutory holiday which occurs during SLBP leave will be considered to be a statutory holiday and not part of SLBP leave.
16. Notwithstanding point 12 above, an employee may extract time from her/his time bank immediately prior to retirement as a pre-retirement leave.
17. Before using the time bank, an employee must sign an agreement that he/she will return to work and remain in the Society's employ for a period equal to the SLBP time taken. Should the employee fail to return to work and remain in the employ of the Society for such time, the employee shall reimburse the Society for the difference between the amount paid to the employee and the original bank case value.

## **E. SHORT TERM INJURY AND ILLNESS PLAN**

### **1.01 Eligibility**

- a) Employees shall be covered by the Short Term Illness and Injury Plan upon completion of six (6) months of service with the Employer.
- b) Employees with less than six (6) months of service, who are unable to work because of illness or injury, are entitled to six (6) days coverage at full pay in any one fiscal year.
- c) Employees with three (3) months but less than six (6) months of service will be entitled to fifteen (15) weeks (75 working days) of coverage, consisting of the above six (6) days, or what remains of the six (6) days entitlement, at full pay, and the remainder of the fifteen (15) weeks at two-thirds of pay, not to exceed a maximum weekly benefit of \$175. or the U.I.C. maximum weekly sickness benefit, whichever is higher.
- d) Notwithstanding (a), (b) and (c) above, where an employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, he/she shall be entitled to leave at her/his regular rate of pay up to a maximum of 130 days for any one claim in lieu of benefits as outlined in Section 1.02. In such cases the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.
- e) Pay for a part-time employee under this plan shall be based on her/his part-time percentage of full-time employment at date of present appointment.
- f) Probationary employees or employees on a Trial Period who receive benefits under this clause shall automatically have their probationary period extended for the period of time the employee was in receipt of such benefits, providing such absence is in excess of a total of five working days.

### **1.02 Short Term Plan Benefit**

- a) Eligible employees are granted six (6) sick days per fiscal year.
- b) Employees who exhaust all or part of their six (6) working days entitlement at 100 percent of pay in a fiscal year will have it reinstated in the following fiscal year upon return to work.
- c) Any unused sick leave, to a maximum of six (6) days may be carried over to the next fiscal year, to a maximum of twelve (12) full-pay sick days in any one fiscal year.
- d) A part-time eligible employee shall be entitled to sick leave credits on a pro rata basis.
- e) Where an employee is absent from work because of illness or injury the employee shall be entitled to claim sick leave at his/her regular rate of pay for a maximum period equivalent to his/her accumulated sick leave days.
- f) In the event that an employee is unable to work because of illness or injury beyond the period of coverage provided in (a), (b), (c) or (d) above, he/she will be entitled to a benefit of 75 percent of pay for a period not to exceed six (6) months from the date of absence (Short Term Plan Period).

### **1.03 Recurring Disabilities**

- a) Employees who return to work after being absent because of illness or injury, and within five (5) consecutive scheduled days of work again become unable to work because of the same illness or injury will have their six (6) month maximum benefit period reduced by all previous periods of absence because of that illness or injury which were not separated by at least five (5) consecutive scheduled days of work.

b) Employees who return to work after being absent because of illness or injury and within five (5) consecutive scheduled days of work again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further six months of benefits under this plan.

c) Employees who return to work after being absent because of illness or injury, and after working fifteen (15) or more consecutive scheduled days of work again become unable to work because of the same illness or injury will be entitled to a further six (6) month period of benefits under this plan. This does not apply to an employee who has returned to work on a trial basis as approved by the bargaining principals. In such cases, that maximum benefit period shall continue to be as defined in 1.02(e).

d) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive pro-rated benefits under this plan, however, not beyond six (6) calendar months from the initial date of absence as defined in Section 1.01(a), if absence is due to the same illness or injury.

#### **1.04 Doctor's Certificate of Inability to Work**

The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

- a) a medical practitioner qualified to practice in the Province of B.C.; or
- b) where necessary, from a medical practitioner licensed to practice in the Province of Alberta or the Yukon; or
- c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
  - i. where it appears that a pattern of consistent or frequent absence from work is developing;
  - ii. where the employee has been absent from work for six (6) consecutive days of work;
  - iii. where at least thirty (30) days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

#### **1.05 Integration With Other Disability Income**

Short term benefits will be reduced by all other disability benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence. Other disability income benefits will include:

- a) any amount the absent employee received from any group insurance, wage continuation or pension plan of the Employer,
- b) any amount of disability income provided by any compulsory Act or law, except Unemployment Insurance sickness benefits and WCB benefits payable in accordance with Section 1.01(d).
- c) any periodic benefit payment from the Canada or Quebec pension plan or other social security plan of any country.

Notwithstanding the above, in the case of personal insurance coverage only, integration will apply to the extent that the combination of Plan benefits and personal insurance disability income benefits exceed either:

- i. 100 per cent of pay; or
- ii. the applicable benefit percentage of the individual's average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater. Where provision (b) is to apply, the employee will be required to provide satisfactory evidence of her/his total monthly income.

## **1.06 Benefits Not Paid During Certain Periods**

Benefits will not be paid when an employee is:

- a) receiving designated paid holiday pay,
- b) engaged in an occupation for wage profit,
- c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work,
- d) serving a prison sentence,
- e) on suspension without pay, or
- f) on any leave of absence without pay except in respect of the following types of leave:
  - i. approved educational leave;
  - ii. maternity leave pursuant to Article 14.01, parental leave pursuant to Article 14.03 and adoption leave pursuant to Article 14.05; or
  - iii. general leave of absence not exceeding thirty (30) days.

Where an illness or injury occurs during the period of above leaves which prevent the employee from returning to work on the scheduled date of return, the Short Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the six month period remaining from the scheduled date of return to work. For maternity leave, the intention is no coverage for normal pregnancy.

## **1.07 Employee to Inform Employer**

The employee shall inform the Employer as soon as possible of her/his inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

An employee absent from work through illness or injury shall, if reasonably possible, within seven (7) days from the initial day of absence, submit a fully completed sick leave application form.

## **1.08 Entitlement**

For the purpose of calculating six (6) days per fiscal year, one day shall be considered to be one day regardless of the regularly scheduled work day. Calculation for part-time employees and partial days will be on a pro-rated basis (e.g. a half-time employee receives six (6) half days).

## **1.09 E.I.C. Premium**

The parties agree that the complete premium reduction from the **Employment** Insurance Commission accruing through the improved illness and injury plan will be returned to the employer.

## **1.10 Benefit Upon Lay-Off or Separation**

a) Subject to (b) and (c) below, employees who have completed three (3) months of service and who are receiving benefits pursuant to 1.01(c) and 1.01(d), or 1.02, shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which benefits are being paid.

b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two (2) months of the effective date of the layoff or separation.

c) Benefits will continue to be paid in accordance with 1.10(a) for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two (2) months before the effective date of the layoff or separation.

#### **1.11 Deduction of Sick Leave Entitlement**

All absences on account of illness or injury on a normal working day (exclusive of designated paid holidays) shall be charged against an employee's sick leave entitlement.

a) There shall be no charge against an employee's sick leave entitlement when her/his absence on account of illness or injury is less than one-half (1/2) day.

b) Where the period of absence on account of illness or injury is at least one-half (1/2) day, but less than a full day, one-half (1/2) day only shall be charged as sick leave.

#### **1.12 Medical and Dental Appointments**

Deductions shall be made from sick leave entitlement for medical and dental appointments for an employee or for the dependent children of an employee only where such medical and dental appointments are in excess of two (2) hours duration.

#### **1.13 Travel Time for Medical and Dental Care**

Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from sick leave entitlement the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre. The Employer may request a certificate from a qualified medical or dental practitioner, as the case may be, stating that the treatment could not be provided by facilities or services available at the employee's place of residence.

#### **1.14 No Termination Due to Illness**

No employee shall be severed or lose accrued seniority benefits because of illness, except as provided herein.

#### **1.15 Transportation Due to Illness**

Where an employee takes ill at work, the Employer will pay taxi fare for the employee to travel from work to home, if necessary.

## **F. RELOCATION EXPENSES**

### **1.0 Employer Initiated**

Relocation expenses in this section (1) will apply to employees:

- a) who have to move from one headquarters or geographic location to another (except for moves within the Lower Mainland region) because of the Employer's request to fill a position which is permanently located at another headquarters or geographic location;
- b) exercising his/her bumping/recall rights pursuant to Article 8 of this Agreement, excluding those employees following an unpaid leave of absence greater than one (1) year.

#### **1.01 Travel Expenses on Relocation**

a) Initial Trip To Seek New Accommodation: The Employer shall grant, with no loss of basic pay, prior to relocation, at a time mutually agreeable to the Employer and the employee, up to five (5) days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for travel expenses for the employee and spouse in accordance with this agreement.

Any time beyond the specified time may be charged against the employee's annual vacation credits; however, expenses will not be payable. This leave must be for the specific purpose of locating accommodation, with the intent in as many instances as possible, that furniture and household effects may be delivered directly to the new residence.

b) Travelling Expenses Moving To a New Location: The Employer shall provide reimbursement of travel expenses incurred during relocation for employees and dependents, for the actual travel time, plus accommodation and meals up to seven(7) days at the new location when employees are unable to move into the new accommodation. Such expense allowances will be in accordance with the current provision of this Agreement.

Meals:	Adults - full rate Children 12 and under - one-half (1/2) rate
Motel or Hotel:	On production of receipts
Private lodging at old or new location:	At current rate

c) Where dependent children of an employee relocate at a time different than the employee, the Employer shall reimburse the employee for his/her dependents' travel expenses, meals and accommodation incurred while travelling to the new headquarters area. In such cases where the employee remains eligible for benefits pursuant to 1.02, the employee will be reimbursed for his/her dependents' meals at the new location for a period of up to seven(7) days.

The above allowances will be in accordance with the current allowances in this Agreement.

#### **1.02 Living Expenses Upon Relocation at New Location**

After the first seven (7) days has expired at the new location and the employee can establish to the satisfaction of the Employer that there is no suitable housing available, then:

- a) the Employer shall pay an employee not accompanied by dependents at the new location a living allowance of ten (10) dollars per day up to a maximum of thirty (30) days; or
- b) the Employer shall pay an employee accompanied by dependents at the new location a living allowance of thirteen dollars and fifty cents (\$13.50) per day up to a maximum of sixty (60) days; or

c) where an employee is receiving the payment in (a) above and is later joined by his/her dependents at the new location and the employee is still eligible for payment under this section, the payment shall be as in (b) above. However, the maximum period of payment under (a) and (b) shall not exceed sixty (60) days.

### **1.03 Moving of Household Effects and Chattels**

On relocation, the Employer shall pay for the following:

- a) Moving of household effects and chattels up to 8,165 kg including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos.
- b) Comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of twenty-five thousand (\$25,000) dollars.
- c) Where necessary, insured storage, up to two (2) months, upon production of receipts.
- d) The packing and unpacking of the employee's household effects and chattels.
- e) When the employee is being relocated and opts to move his/her own household effects and chattels the employee shall receive one of the following allowances:
  - i. two hundred fifty (\$250) dollars for a move not exceeding a distance of two hundred forty (240) kilometres;
  - ii. five hundred (\$500) dollars for a move which exceeds a distance of two hundred forty (240) kilometres.
- f) Where the employee exercises an option pursuant to (e) above then the provision of (a) and (d) above shall not apply.
- g) It shall be the responsibility of the employee to arrange for the moving of household effects and chattels under this section.
- h) An employee shall advise the Employer in advance of his/her decision to exercise an option under (a), (b), (c) and (d) above and of the estimated cost of each option. The employee shall obtain three (3) written cost estimates of the expenses under this section and shall obtain approval from the Employer before choosing a mover. The moving company shall invoice the Employer directly.

## **2.0 Employee Initiated**

Relocation expenses in this section (2) will apply to employees who have to move from one headquarters or geographic location to another (except for moves within the Lower Mainland region) after completing their probation/trial period and after winning an in-service competition where the position is permanently located at another headquarters or geographic location and where the move is as a result of the employee making a lateral move or a move to a lower pay grade.

### **2.01 Expenses on Relocation**

On relocation, the Employer will pay for the following:

- a) Moving of household effects and chattels up to 8,165 kg including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos.
- b) The employee shall obtain three (3) written cost estimates of the expenses under (a) and shall obtain approval from the Employer before choosing a mover. The moving company will invoice the Employer directly.
- c) It shall be the responsibility of the employee to make moving arrangements for relocation under this section.
- d) Under no circumstances shall the Employer reimburse any one employee more than fifteen hundred (\$1500.00) dollars per twenty-four (24) months under this clause.

## **LETTER OF AGREEMENT #1**

### **EARLY INCENTIVE PREMIUM**

All employees are entitled to an early incentive premium provided a tentative agreement (subject to ratification) is signed by Midnight March 31, 2006. The parties have agreed to the following principles with regards to the payout of these funds:

- (i) **\$1.10 per hour for current regular, auxiliary and casual employees (as of March 31, 2006) for all hours paid at the straight time rate (to a maximum of 1820 hours per year) for the period from April 1, 2004 to and including March 31, 2006 (subject to statutory deductions).**
- (ii) **Notwithstanding the above, periods of leave without pay for union leave and weekly indemnity absences shall be included for purposes of this one-time payment. Periods of time for maternity, parental, pre-adoption leaves shall be included. Employees currently on LTD will not be included; however, employees with periods of time on LTD shall have this time included where they have returned to work by March 31, 2006.**

## LETTER OF AGREEMENT #2

### FISCAL DIVIDEND

Having agreed the term of the Collective Agreement to be from April 1, 2006 (*date of commencement*) to March 31, 2010 (*date of expiry*) a fiscal dividend payment may be made from a one-time fiscal dividend fund generated out of monies, in excess of \$150 million, surplus to the BC government, as published in the audited public accounts, for the fiscal year 2009-10.

#### Fiscal Dividend:

1.1 If fiscal dividend funds are determined to be available, a fiscal dividend will be paid as soon as reasonably practical.

1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31 2010.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
- ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
- iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
- iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

1.3 The Fiscal Dividend Bonus will be paid to each eligible employee who is on the active payroll on March 31, 2010.

1.4 The fiscal dividend will be paid to each regular full time, auxiliary and casual employee who has worked from April 01, 2009 and is on the active payroll on March 31, 2010. The entitlement amount will be pro-rated for regular part-time and casual employees and those regular employees who did not work a full year (April 01, 2009 to March 31, 2010).

**LETTER OF AGREEMENT #3**

**CASUAL HIRES**

**THE PARTIES AGREE AS FOLLOWS:**

**The parties agree that the Employer will provide the PEA Business Representative with prior notice of any casual hire anticipated to be in duration of three months or greater.**

**The PEA Business Representative and LSS Representative will meet to discuss the status of any casual hire upon completion of three consecutive months of employment.**

**SIGNED ON BEHALF OF THE  
UNION:**

**SIGNED ON BEHALF OF THE  
EMPLOYER:**

\_\_\_\_\_  
Barinder Rasode, PEA Labour Relations Officer

\_\_\_\_\_  
Noreen Finnerty, LSS Chair, Bargaining Committee

Dated \_\_\_\_\_ day of \_\_\_\_\_, 2006

## MEMORANDA OF UNDERSTANDING

**Re: Technological Change**

The Employer agrees to provide all necessary training to staff lawyers facing technological changes introduced by the Employer.

**Re: Key Word Index**

The parties agree to include a key word index in the Collective Agreement. All costs associated with the key word index will be shared on a 50/50 basis between the Union and the Employer.

**Re: Long Term Disability (LTD)**

The joint committee comprised of the PEA Joint Standing Committee with participation of BCGEU at BCGEU's option will meet as soon as possible and work to examine LTD options and make recommendations on LTD coverage that meet the following criteria:

- covers all members
- no requirement for evidence of insurability
- no cap on maximum monthly benefits
- is cost effective
- considers implications to existing benefit package costing

The Committee will make its recommendations by the end of calendar year **2006**. If LSS declines to proceed with the Committee's recommendations it will provide reasons in writing to PEA.

## KEYWORD INDEX

**Note to Users:** Page numbers appear in brackets. Article and section numbers are listed at the end of each index entry, immediately preceding the page number. APP=Appendix; Sched.=Schedule; MOU=Memoranda of Understanding.

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