

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

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

Definitions

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

"Employee" means a member of the bargaining unit.

"Law Society" means the Law Society of British Columbia

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

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

"Union" means the Professional Employees Association.

Article 1- Preamble

1.1 Purpose of the Agreement

The purpose of this Agreement is to:

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

1.2 Use of Singular Terms

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

1.3 Future Legislation

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

1.4 Professional Conduct

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

1.5 Harassment or Discrimination

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

Article 2 – Union Recognition and Rights

2.1 Bargaining Unit

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

2.2 Union Recognition

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

2.3 No Other Agreement

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

2.4 No Contracting Out

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

2.5 Recognition and Rights of Union Representatives

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

2.6 Bulletin Board

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

2.7 Picket Lines

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

2.8 Time Off for Union Business

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

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

2.9 Administrative Provision Regarding Union Leave Without Pay

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

Article 3 – Union Security

3.1 Dues Check-off

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

3.2 Union Security

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

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

Article 4 – Management Rights

4 Management Rights

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

Article 5 – Grievance Procedure

5.1 Grievances

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

5.2 Grievance Resolution - Step One

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

5.3 Grievance Resolution - Step Two

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

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

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

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

5.4 Referral to Arbitration

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

5.5 Dismissal or Suspension Grievance

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

5.6 Deviation from Procedure

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

5.7 Policy Grievance

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

5.8 Law Society Grievance

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

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

5.9 Procedural Errors

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

Article 6 – Arbitration Procedure

6 Arbitration

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

Article 7 – Discipline and Termination of Employment

7.1 Just Cause

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

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

7.2 Other Disciplinary Action

Other disciplinary action shall include:

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

7.3 Probationary Period

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

7.4 Right to Union Representation

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

7.5 Access to Personnel File

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

7.6 Removal of Documents

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

Article 8 – Performance Review

8 Performance Review

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

Article 9 – Postings and Appointments

9.1 Vacancies and Promotions

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

9.2 Posting of Positions

- a) Where a vacancy is to be filled, the Law Society shall send notice of the vacancy to the work email address of each employee a minimum of 6 working days before the closing date for applications. Where the employee has provided the Law Society with an alternative email address, the Law Society will concurrently send notice to that email address.
- b) Such notice shall contain the following information: nature of the position, qualifications, required knowledge and education, skills and salary range.

9.3 Promotions and Transfers

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

9.4 Retention of Seniority

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

9.5 Bridging of Service

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

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

Article 10 – Hours of Work

10.1 Average Weekly Hours

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

10.2 Work Schedules

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

Article 11 – Job Descriptions

11.1 Job Descriptions

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

Article 12 – Designated Holidays

12.1 Statutory Holidays

The following are designated as paid holidays:

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

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

12.2 Holidays Falling on Saturday or Sunday

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

12.3 Holiday Coinciding With a Day of Vacation

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

12.4 Holiday Coinciding With a Scheduled Day Of Rest

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

12.5 Part Time Employees

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

Article 13 - Vacation

13.1 Vacation Entitlement

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

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

Completed Years of Service	Vacations Days
1 to 5	20
6	21
7	22
8	23
9	24
10 and thereafter	25

13.2 Vacation Scheduling

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

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

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

13.3 Vacation Carryover

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

13.4 New Employees

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

13.5 Vacation Credits Upon Termination or Retirement

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

13.6 Leave of Absence with Pay During Vacation

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

Article 14 – Leave from Work

14 Leave from Work

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

Article 15 – Maternity, Parental and Adoption Leaves

15 Maternity, Parental and Adoption Leave

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

Article 16 – Compassionate Care Leave

16 Compassionate Care Leave

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

Article 17 – Professional Development

17.1 Continuing Legal Education

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

17.2 Leave for Writing Examinations

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

17.3 Leave for Taking Courses

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

Article 18 – Professional Fees and Indemnity

18.1 Employee Indemnity

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

18.2 Law Society Fees

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

18.3 CBA Fees

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

Article 19 - Benefits

19.1 Health and Welfare

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

19.2 Continued Employment

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

Article 20 - Salaries

20.1 Rates of Pay

Employees shall be paid salaries in accordance with Appendix A.

20.2 No Other Rate

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

20.3 Pay Days

Salaries shall be paid semi-monthly.

20.4 Employee Recognition Program

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

Article 21 – Union Management Committee

21.1 Union/Management Committee

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

21.2 Structure

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

21.3 Meetings

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

Article 22 – Employee Safety

22.1 Safety Committee

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

Article 23 – Temporary Assignments and Term Employees

23.1 Temporary Assignment

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

23.2 Term Employees

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

- Short Term Disability
- Long Term Disability
- Registered Retirement Savings Plan

The Parties will meet to determine the monetary compensation to be provided to term employees in lieu of these benefits.

23.3 Letter of Appointment

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

Article 24 – Term of Agreement

24.1 Term

- a) The term of the collective agreement shall be from January 1, 2007 to December 31, 2010.
- a) The Parties agree to exclude the operation of sections 50(2) and (3) of the Labour Relations Code.

24.2 Changes to the Agreement

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

Signed this ____ day of _____, 2010

THE LAW SOCIETY OF BRITISH COLUMBIA

PROFESSIONAL EMPLOYEES ASSOCIATION

Glen Ridgway, QC
President

Carmel Wiseman
Bargaining Committee Chairperson

Tim McGee,
Chief Executive Officer

Jonathan Corbett
Bargaining Committee Member

Adam Whitcombe,
Bargaining Committee Member

John Nalleweg
Bargaining Committee Member

Donna Embree,
Bargaining Committee Member

Jack Olsen
Bargaining Committee Member

Kathleen Kendall
President

Frank Kohlberger
1st Vice-President

Appendix A – Salary Schedule

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

- January 1, 2007 - 3%
- January 1, 2008 - 3%
- January 1, 2009 - 4%
- January 1, 2010 - 1.5%

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

2010	1	2	3	4	5	6	7
Professional Conduct	\$ 88,020.08	\$ 91,275.10	\$ 94,530.11	\$ 97,785.13	\$101,040.14	\$104,295.16	\$ 107,550.18
PLTC Instructors	\$ 90,277.01	\$ 93,380.31	\$ 96,483.60	\$ 99,586.90	\$102,690.20	\$105,793.50	\$ 108,896.80
Claims Counsel	\$ 90,277.01	\$ 94,602.83	\$ 98,928.66	\$103,254.49	\$107,580.31	\$111,906.14	\$ 116,231.97
Custodianship Counsel	\$ 90,413.16	\$ 93,958.77	\$ 97,504.39	\$101,050.00	\$104,595.62	\$108,141.23	\$ 111,686.84
Policy & UAP	\$ 90,277.01	\$ 94,602.83	\$ 98,928.66	\$103,254.49	\$107,580.31	\$111,906.14	\$ 116,231.97
Practice Advice & Standards Administrators	\$ 95,919.32	\$ 99,304.76	\$ 102,690.20	\$106,075.64	\$109,461.08	\$112,846.53	\$ 116,231.97
Discipline Counsel	\$112,846.26	\$ 115,290.81	\$ 117,735.36	\$120,179.91	\$122,624.46	\$125,069.01	\$ 127,513.56
Senior Discipline Counsel	\$107,203.95	\$ 110,119.06	\$ 113,034.18	\$115,949.29	\$118,864.41	\$121,779.52	\$ 124,694.64
Senior Discipline Counsel	\$124,130.89	\$ 126,011.66	\$ 127,892.43	\$129,773.20	\$131,653.97	\$133,534.74	\$ 135,415.51