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## FACT SHEET ON TRANSITION MEASURES

### Context:

The *Public Service Labour Relations Amendment Act 2023* (“Bill 5”) received Royal Assent on May 11, 2023, and came into force by regulation of the Lieutenant Governor in Council on July 14, 2023. Bill 5 brings practising public service lawyers and articulated students, other than those employed in the Criminal Justice Branch, the Office of Legislative Counsel or as members of the staff of a Court of British Columbia (the “employees”) into the licensed professional bargaining unit described in s. 4(b) of the *Public Service Labour Relations Act*.

Over the past 4 weeks, the PSA has engaged with the BCGLA and the PEA to develop an initial transition agreement to provide greater certainty and clarity on what happens when Bill 5 is brought into force. Despite these positive discussions, the parties were unfortunately unable to conclude a transition agreement.

Bill 5 took effect on July 14, further to the regulation recently approved by the Lieutenant Governor In Council. Normally this would mean those covered by Bill 5 would automatically be subject to the full provisions of the existing PEA collective agreement. At this time, the PEA collective agreement does not adequately account for the unique ways legal counsel are compensated.

However, the employer remains committed to maintaining existing legal counsel terms and conditions of employment considering the unique ways legal counsel are compensated. Therefore, we are implementing a series of transition measures to achieve that outcome in the absence of an agreement.

Under these transition measures, there is no impact to lawyers’ existing pay and benefits when Bill 5 takes effect and until the parties have had the opportunity to negotiate final details of transition. Except for those issues addressed by the transition measures outlined below, all other provisions of the PEA collective agreement will apply effective July 14.

We acknowledge this dispute and its resolution also impact professional staff who work alongside lawyers, and lawyers in the Office of the Legislative Counsel even though their employment status isn’t in any way impacted by Bill 5. It’s important to be clear that Bill 5 does not change the role of government civil lawyers or professional staff. The work of all staff remains the same and remains as valued and valuable as ever.

### Transition Measures:

1. Supervisor training sessions are being held July 18 and 19, 2023 to support learning on transitioning to a unionized workplace.
2. The employer remains committed to meet with the PEA before the end of the year to develop an appendix or a subsidiary agreement to the main PEA collective agreement that will provide ongoing certainty for government civil lawyers as PEA members.
3. Until compensation for the newly included employees in the bargaining unit is incorporated into the PEA collective agreement as negotiated by the Union and the Employer the following transition terms shall apply:

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- a. Wages: Employees who are Legal Counsel will continue to receive wages paid according to their existing Legal Counsel Classification series salary grids. Salary assignment for legal counsel according to Terms and Conditions for Excluded Employees Part 04 Clause 16.4 Salary assignment: legal counsel. Movement through LC1 to LC3 classifications according to the Employer's Policy Legal Counsel Job Evaluation Plan.
- b. Professional Requirements Allowance: Each Legal Counsel shall receive an annual amount of \$1250.00 for use during the fiscal year for professional requirements. The amount will be pro-rated to reflect the start date of an employee in the first year of employment. Each employee can best determine their own individual specific needs for professional requirements use consistent with existing guidelines and their professional obligations. Upon receipt from the employee of a professional requirements expense reimbursement request form the amount of the expense will be paid as a taxable benefit, unless the claim is accompanied by a receipt for an expenditure which is clearly exempt from being considered a taxable benefit. Where the employer determines that the expenditure is not clearly exempt from being considered a taxable benefit under the Canada Revenue Agency rules, the reimbursement will be paid as a taxable benefit and a T4A will be issued for the taxation year in which the payment was made. Final determination by the employer is not subject to the grievance process.

Any unused allowance amount is forfeited at the end of each fiscal year or when a Legal Counsel leaves the employ of the employer. The employer will not seek reimbursement of any allowance used by the legal counsel if their employment ends prior to the end of the year in which it was allocated.

Each employee as of April 30 of each year shall be granted an additional \$100.00 for use during the fiscal year for professional development. The specific use to which the additional allocation will be put will be determined by the Education Committee.

Employees shall be permitted to use their allowance to assist in the enhancement of health and wellness for the purchase of memberships in, and or admission to fitness facilities (such as gym memberships, YMCA/YWCA memberships, etc.), textbooks and/or related media on health/wellness topics, registration and/or travel, for health/wellness conferences, and class/courses for health and wellness enhancement. Facilities where the primary focus is social such as country clubs or golf courses do not qualify as a permitted use for which the allowance will be used.

- c. Existing joint education committees established to determine the use of the additional professional development allocation through the Professional Requirements allowance pursuant to b. above shall continue to operate (if applicable and in operation as of July 14, 2023).
- d. Earned Days Off: Each Legal Counsel will receive seven earned days off (EDO) in each calendar year (pro-rated for part time employees). Employees who commence or end their employment part way through the calendar year, or who work only part of a calendar year, shall be entitled to a pro-rated amount of EDOs

based on the number of months worked in the calendar year. EDOs may be deferred and accumulated over a period not exceeding five calendar years from the calendar year in which they were earned. The scheduling of such time off shall be by mutual agreement. Employees may elect at any time to have banked EDOs paid out and payment shall be at the salary in effect at the time taken or paid out.

- e. Earned Time Off: Additionally, each Legal Counsel shall receive 7 hours of Earned Time Off (ETO) (pro-rated rules) per calendar year to be used in the calendar year it was earned. ETO cannot be deferred, banked, or paid out if not taken in the calendar year it was earned.
- f. All allowances and reimbursable expenses according to Terms and Conditions of Employment for Excluded Employees Part 06. For Legal Services Branch Employees only, Law Society of BC fee payments will be according to Legal Services Branch policy, Law Society of BC Fee Payment Policy, Policy No. 14.LSBCFPP.00 dated August 2014. Regarding Canadian Bar Association Fees, will be reimbursed according to Legal Services Branch policy, CBA Fees – Reimbursement Policy No. 08CBARP.03 dated June 2014.
- g. Entitlement for all benefits, leaves, vacation (including vacation carry over), statutory holidays, relocation, according to the Terms and Conditions of Employment for Excluded Employees.
- h. Regarding maternity/parental/adoption leave:
  - i. The Employer shall maintain coverage for medical, extended health, dental, group life and long-term disability, and shall pay the Employer's share of these premiums.
  - ii. Salary steps and vacation entitlement will continue to be accrued while on maternity/parental/adoption leave and will be credited to the employee after they have returned for 6 months from their leave.
  - iii. Regular Employees entitled to adoptive, maternity, and parental leave shall be entitled to an extended leave without pay of up to an additional six (6) months when requested. A written request must be received by the Employer at least eight weeks prior to the expiration of the leave taken except in situations where such notice could not be given due to health reasons and a doctor's certificate is presented. In addition, if eight weeks' of notice cannot be given due to other unforeseen circumstances, the Employer shall consider the request, and may or may not grant the leave.
  - iv. Regarding leave allowance repayment, employees who are currently or will be on maternity/parental and adoption leave: To be entitled to the maternity/parental and adoption leave regular employees must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months after they return to work. Should a regular employee fail to return to work and remain in the employ of the Employer for a period of six months, the employee shall reimburse the Employer in full for the allowance(s) received. Regular employees who are unable to complete six months return to work as required as a result of proceeding on a subsequent maternity, parental or adoption leave shall not have moneys recovered from them providing they return to

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work for a period of not less than six months following the expiration of the subsequent maternity, parental or adoption leave.

- a. When eligible for allowances and entitlements, an auxiliary or part-time regular Employee working less than full time will receive all allowances and entitlements pro-rated according to the Terms and Conditions of Employment for Excluded Employees (unless stated otherwise in the Terms and Conditions of Employment for Excluded Employees). When eligible for health and welfare benefits, an auxiliary or part-time regular Employee working less than full time will receive health and welfare benefits according to the Terms and Conditions of Employment for Excluded Employees.
  - i. Hours of work according to the Terms and Conditions of Employment for Excluded Employees.
4. The general wage increases for the Employees covered by the existing Legal Counsel Classification series will be the same as the general wage increases applicable to the PEA bargaining unit effective April 07, 2024.
5. The general wage increases for included Articling Students covered by Treasury Board Order No. 2022-0401-01 will also be the same as the general wage increase applicable to the PEA bargaining unit effective April 07, 2024.
6. For clarity, the Short-Term Illness and Injury Plan and the Long-Term Disability benefit plan for excluded employees will apply until the expiry of this TA or until the expiry of the current collective agreement (the 17<sup>th</sup> PEA Main and Subsidiary Agreements) on March 31, 2025, whichever occurs later.
7. Notwithstanding transition measure 3 above, the effective date of moving from the extended health and welfare plan for excluded employees to the health and welfare plan for the newly included bargaining unit employees will occur at the end of the calendar year of the year the parties negotiate an appendix or subsidiary agreement or the expiry of the current collective agreement (the 17<sup>th</sup> PEA Main and Subsidiary Agreements) on March 31, 2025, whichever occurs later. Accordingly, during annual open enrolment for extended health and welfare benefits for excluded employees, included bargaining unit employees will be precluded from selecting the two-year locked-in options in 2024 or thereafter.
8. For clarity, notwithstanding transition measures 3, 4, 5, 6 and 7 above, employees who are currently on the LTD plan for excluded employees as of July 14, 2023, remain on the LTD plan for excluded employees and the extended health and welfare benefit plan for excluded employees, and shall continue to receive MCCF Range Adjustments usually effective July 01 if they are on LTD, until a full return to work from LTD.
9. As a result of the transition measures 3 to 8 above providing for the total compensation for the employees, articles within the PEA collective agreement related to hours of work, pay, overtime (OSS), allowances and reimbursable expenses, statutory holidays, vacation, re-location, leave entitlements including pre-retirement leaves (except for union leaves) do not apply. For clarity, the following PEA collective agreement articles do not apply: Articles 13 to 24 (except for union leave Article 24.01 and 24.02), Article 25, Article

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26, Article 29, Article 30, Article 31, Article 32, Article 33, Article 35, Article 36.02, 36.04, 36.05, 36.10, 36.11, Article 37.05 and 37.06, Appendix C, MOA #1, #2, #3, #6, #7, #8, #9, #11, #13, #14, #15, #16, #17, #19, #20, Information Appendices \*A, \*B, C, \*D, E, \*F, G, \*H, LOU #1, #2.

10. Reports to the Law Society or the appropriate judicial authority will be made according to the existing Employer policy Legal Services Branch, Policy No. 19.LSCP.02, dated August 2019.
11. As part of the transition from excluded employee status the Employer will continue to extend the current indemnity coverage currently provided to excluded employees to current and former employees under a special indemnity, to maintain the status quo until the newly included group have sufficient coverage under the PEA collective agreement.