



BC's Union for Professionals

September 22, 2025

Korina Tsui
Executive Director, Labour Relations and Total Compensation
Public Service Agency (PSA)
Suite 800 - 865 Hornby Street
Vancouver, BC V6Z 2G3

Via email: Korina.Tsui@gov.bc.ca

Re: LSB management communications on anticipated job action by government civil lawyers

Dear Ms. Tsui,

I write to again bring your attention to, and request an explanation for, certain statements in LSB management communications that followed my correspondence of September 8, 2025. In our view, these latest statements purport to restrict the *Charter*-protected right to strike of government civil lawyer members of the Government Licensed Professionals (GLP) bargaining unit of the Professional Employees Association (PEA).

For the reasons set out in my earlier correspondence, we again ask that you please transmit this letter to the Attorney General of British Columbia (AGBC), the Honourable Niki Sharma, KC, and to the Deputy Attorney General (DAG), Barbara Carmichael, KC, as soon as possible upon receipt. Again, we respectfully ask that the AGBC and the DAG consider and respond to this letter on an urgent basis.

My correspondence of September 8, 2025 attached a copy of an email sent by a Deputy Supervisor in LSB to a member lawyer which, in our view, suggested that the member could and should cross a picket line to fulfill professional responsibilities. We asked that no further communication of this nature be sent to our members by LSB management.

Despite this request, our LSB members subsequently received the attached email from LSB Assistant Deputy Attorney General (ADAG) John M. Tuck, KC on September 12, 2025 (the ADAG Email). Our lawyer members inform us that other managers have since reiterated the content of the ADAG Email in their communications with our members about potential job action.

The PEA takes the following position regarding certain statements in the ADAG Email.

LSB management has a duty to act independently of the PSA

In the first paragraph of the ADAG Email, the ADAG refers to a “shared perspective” with the PSA. We hope that this shared perspective is limited to the next paragraph’s statement that the PSA and LSB management “share” a recognition and respect for “the rights of PEA members to engage in job action.”

Unfortunately, the next three paragraphs in the ADAG Email suggest that LSB management is taking positions that appear designed to further the PSA’s adversarial interest in the ongoing labour dispute with the PEA. Unlike the PSA, LSB management are government lawyer public servants who are subject to the same professional duties as our lawyer members, including in their role as delegates of the AGBC under the *Attorney General Act*. The obligations of excluded lawyers will increase under the essential services order in the event of job action.

Response to specific paragraphs

The ADAG Email states that LSB management has established “the following process in the event of job action.” While we acknowledge the employer’s right to manage its workplace, we ask that the PSA, the AGBC, and the DAG consider and respond to our view of the next three paragraphs in the ADAG Email, which we reproduce below, in italics:

1. *Instructions to counsel: Counsel are responsible for taking all necessary steps to move their files forward, and where possible, seek adjournments for scheduled matters, as described below.*

For matters without a set schedule, which we understand includes much solicitor work, this paragraph appears to request that our members continue to perform all terms of their employment during a lawful strike (i.e., to scab). Respectfully, “taking all necessary steps to move...files forward” does not account for the lawful withdrawal of labour that will occur if our lawyer members are on strike. This unqualified language suggests that LSB management will consider any deviation by our lawyer members from their regular employment duties during job action as a breach of their duty to the employer qua client and thus also a breach of their professional obligations. It is difficult to reconcile this language with the statement of recognition and respect for the right of our members to engage in job action at the beginning of the ADAG Email.

Our expectation is that LSB management will work cooperatively with legal counsel to ensure member lawyers can exercise their right to strike in a way that is compatible with their professional obligation.

2. *Routine adjournment requests: As is normally the case, counsel can make such requests without instructions. These would include cases where there would be no costs implications for government and there are no anticipated potential negative impacts to the client's position in the proceeding or to the client's interests generally. These will include routine regular chambers applications, examinations for discovery, case planning / case management conferences, and other routine matters.*

This paragraph appears to have very limited application to a job action scenario. Instead, most adjournment requests by our lawyer members during job action appear to be targeted by the next paragraph ("Complex matters") in the ADAG Email.

During job action by our lawyer members, no adjournment request will be routine, as our members would not be requesting the adjournment in the absence of job action. Further, most such requests will have cost implications for government, and potential negative impacts to a client's position in a proceeding or to the client's interests generally. Other than a matter for which no preparation has been done before job action, an adjournment that is granted or agreed to because of job action may expose government to the cost of repeated work (counsel preparing again for an adjourned matter), negative impact to the client's position (e.g., one adjournment may make it less likely for the client to succeed in obtaining a further adjournment), or other forms of adverse impact to the client's interests generally (e.g., the client may wait longer for a decision on an adjourned matter).

3. *Complex matters (non-routine adjournment requests): Counsel will first seek instructions from the client ministry, as per normal practice. If it is not feasible to obtain such instructions promptly (or at all), counsel will consult with their Deputy Supervisor, who should escalate within MAG for the attention of the Deputy Attorney General, who may exercise her delegated authority under the Attorney General Act to provide instructions. Complex matters include those that may have financial implications for government (whether a potential order for costs or otherwise), the potential for a negative legal precedent, or other situations where there could be a negative impact on the client's position/interests in the matter, or where the client's interests might otherwise be prejudiced. Examples include trials (upcoming or ongoing); appeals; tribunal hearings; long chambers hearings; and mediations. These could also include attendance at negotiation tables.*

As mentioned, it appears that LSB management is instructing our lawyer members to follow this "Complex matters" procedure for most adjournment requests during job action, since, as mentioned, most requests will involve some prejudice to government or a client. Yet, this procedure does not acknowledge the increased work obligations of excluded legal counsel (Supervisors, Deputy Supervisors, and other legal counsel in

excluded positions such as those in the ADAG office) as well as designated PEA members under the essential services order. Rather than providing for those excluded legal counsel to request adjournments on behalf of our lawyer members where appropriate, given their availability and familiarity with a matter, this paragraph refers all such matters to the DAG for instructions.

While we recognize the DAG's authority to provide instructions, this paragraph leaves our lawyer members wondering whether LSB management will ever be instructed to assume any work of our lawyer members during job action, notwithstanding management's duty to do so under the essential services order. Instead, this paragraph leaves open the possibility that the DAG will instruct our lawyer members to retain conduct of so-called "Complex matters" during job action, rather than exercise their *Charter*-protected right to strike. Again, it is difficult to reconcile this paragraph with the statement of recognition and respect for the right of our members to engage in job action at the beginning of the ADAG Email.

Clarifying that LSB management will honour its obligations under the essential services order in good faith would help all parties to this labour dispute fulfill their respective duties should a strike occur. In that spirit, we look forward to any clarification that LSB management can provide to the ADAG Email.

Comments on preamble

Finally, we note that the ADAG Email inaccurately and incompletely quotes the preamble to the collective agreement. For reference, the full preamble reads as follows:

ARTICLE 1 – PREAMBLE

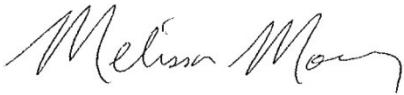
The parties to this Agreement recognize that all employees covered by this Agreement are bound by the professional standards and codes of conduct of their appropriate licensing bodies. These codes of conduct require employees to conduct themselves with fairness, loyalty and courtesy to the Employer, 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 employees will be able to develop and apply confidently their professional knowledge and expertise to the best of their abilities. To this end, the Employer will encourage involvement and input 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.

It is our view that the preamble, when read in its entirety, was intended to reflect recognition by the employer of the importance of professional independence. Such a statement, when read in context, cannot be taken to establish the PEA's agreement to a deprivation or subordination of the constitutionally protected right to strike. As you know, collective agreement language does not override statutory or constitutional entitlements. Moreover, preambular language, while it may assist in interpretation of the operative provisions of the contract, does not itself establish contractual rights or obligations. We suggest that the employer's reliance on a small portion of the preambular statement is misplaced and unhelpful in the present circumstances. We reiterate that the shared goal of LSB management and our member lawyers must be to allow members to exercise their right to strike in a manner compatible with professional obligations. For this purpose, the employer – which is also the client – can and must take the steps necessary to support members in exercising their right to strike.

Sincerely,

A handwritten signature in black ink, appearing to read "Melissa Moroz". The signature is fluid and cursive, with the first name "Melissa" and last name "Moroz" clearly distinguishable.

Melissa Moroz

encl.

cc: Shannon Salter, KC Deputy Minister to the Premier, Cabinet Secretary, and the Head of the Public Service, Office of the Premier (via email to: Shannon.Salter@gov.bc.ca)