

**COLLECTIVE AGREEMENT**

- Between -

**GOLDBLATT PARTNERS LLP**

- and -

**CANADIAN OFFICE AND PROFESSIONAL  
EMPLOYEES UNION, LOCAL 343**

**December 31, 2018**

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THIS AGREEMENT entered into this 17 day of May 2018

BETWEEN:

**GOLDBLATT PARTNERS LLP**  
**Barristers and Solicitors**  
(hereinafter "the Employer")

- and -

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 343**  
(hereinafter "the Union")

#### **ARTICLE 1 - UNION RECOGNITION**

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all its articling students, summer students, and other students engaged in legal training who have not been called to the Bar in the Province of Ontario.
- 1.02 The Bargaining Unit will select a representative, the Union Steward, who is authorized to represent the Bargaining Unit in communication with the Employer.

#### **ARTICLE 2 - UNION SECURITY**

- 2.01 All employees for whom the Union is exclusive bargaining agent under clause 1.01 will be required to join the Union upon commencing employment as a condition of employment. For the purposes of this agreement, "employee" shall be defined as a member of the bargaining unit.
- 2.02 When interviewing candidates and job applicants, the Employer will inform them of this requirement.
- 2.03 All employees who are members of the Union on the effective day of this agreement or who subsequently become members must remain members in good standing in the Union during the term of this agreement as a condition of continued employment.
- 2.04 The Employer agrees to promptly deduct Union initiation fees and dues from the wages of each employee. The Employer agrees to promptly forward such initiation fees and dues to the office of the COPE Ontario office monthly. The Employer agrees to supply the Union with a list of all employees on whose behalf such deductions are made monthly. The list shall also include deletions and additions from the previous month, addresses, telephone numbers, resignations, terminations and the names of employees on unpaid leave.
- 2.05 Employees will be entitled to conduct union business during working hours and on the Employer's premises. Time spent on union business will be considered time worked.
- 2.06 The Employer will supply each new employee with a copy of the current Collective Agreement by including a copy of the Collective Agreement with the letter of confirmation of articling or employment.

- 2.07 Once a new Collective Agreement is entered into, the Employer will supply a copy of the new Collective Agreement to all bargaining unit members.
- 2.08 The Employer will supply each lawyer of the firm with a copy of the Collective Agreement and advise them to familiarize themselves with its contents.
- 2.09 The Employer will print sufficient copies of the Agreement in a Union Shop within sixty calendar days of signing, cost to be borne by the Employer.
- 2.10 One or more of the Articling Committee Members will meet regularly but no less than every other month with the bargaining unit employees as a group. The Ottawa articling student will attend such meetings remotely.

The topics at such meetings may include employment related matters affecting the relationship between the Employer and the Bargaining Unit employees, and the overall articling experience.

- 2.11 The Employer agrees to use its best efforts to keep the number of students hired from the Law Practice Program to a maximum of one (1) per office, per calendar year.
- 2.12 The Employer agrees that a Union representative will be allowed one (1) hour to meet and to discuss Union activities with new employees during their orientation period.

### **ARTICLE 3 - NO DISCRIMINATION**

- 3.01 The parties agree that there will be no discrimination, coercion, harassment or intimidation, exercised or practiced with respect to any matter by reasons of race, creed, colour, age, sex, pregnancy, family status, marital status, class, nationality, ancestry, place of origin, political or religious affiliation or beliefs, sexual preference or orientation, gender identity, gender expression, disability, personal appearance or membership or activity in the Union.
- 3.02 For the purpose of the Agreement, "spouse" is defined to include persons of the same sex.
- 3.03 When a request is received for accommodation, the Employer shall work with the student to design a reasonable accommodation plan that responds to the student's needs and respects their dignity. At the request of the student, the Employer agrees to inform other employees about the accommodation plan and to consider the accommodation plan when organizing student events.

### **ARTICLE 4 - NO HARASSMENT**

- 4.01 The Union and the Employer agree that the Firm's Workplace Violence Prevention Policy and Program and the Firm's Workplace Harassment Policy and Procedures apply to employees covered by this collective agreement. Copies of these policies will be provided to employees covered by this agreement upon commencing employment with the Firm.

In addition to these policies, disputes concerning workplace violence and workplace harassment are eligible to be processed as grievances. Where the allegations of violence or harassment are made against the person who would normally deal with the first step of such a grievance, the grievance will automatically be sent forward to the next step.

## **ARTICLE 5 - FUNCTIONS OF MANAGEMENT**

- 5.01 In administering the Collective Agreement, management has a duty to act equitably, reasonably, fairly, in good faith, and in a manner consistent with the Collective Agreement as a whole.
- 5.02 All requests for scheduling vacation, floating days, leaves of absence, or days in lieu of paid holidays, and all requests for permission to attend educational functions under Article 17 shall be made to the person designated by the Employer, with a copy to the Office Manager.

## **ARTICLE 6 - DISCHARGE AND DISCIPLINARY ACTION**

- 6.01 The Employer will not impose discharge or disciplinary penalties which are unreasonable, unfair or unjust.
- 6.02 In the event of a claim that an employee has been discharged or disciplined unreasonably, unfairly or unjustly, any grievance relating to such a claim must be filed with the Employer within ten (10) calendar days of the day on which the discharge or discipline was imposed.
- 6.03 In the event that an articling student is given a disciplinary warning or a disciplinary suspension, but is not discharged, and a grievance is filed pursuant to Article 6.02 above, then it is agreed that the warning will not form part of the record and the suspension will not be served until the release of the decision of an Arbitrator pursuant to Article 7 below.
- 6.04 In the event that an articling student has been discharged and a grievance is filed pursuant to Article 6.02 above, the parties agree to the following:
- (a) The articling student will cease working for the Employer and will not attend at the workplace until the release of the decision of an arbitrator pursuant to paragraph (c) below;
  - (b) The Employer will continue to pay the articling student at her regular rate of pay and provide benefits, up to a maximum of four weeks or until the earlier of four weeks following the date of discharge, the release of the decision of the arbitrator pursuant to paragraph (c) below, or the end of the articling student's official articling period. The Union acknowledges that such payment is in lieu of any right to request interim reinstatement.
  - (c) The parties agree that the hearing of the discharge grievance will be expedited, and the grievance procedure in the collective agreement will be waived and agree to use one of the expedited arbitration services in existence at the time, in order to select an arbitrator and further agree to commence the hearing no later than two weeks following the date that the discharge was imposed.
- 6.05 The Bargaining Unit member has the right to be accompanied by the representative of her choice at all disciplinary meetings.
- 6.06 The Employer will take disciplinary action against a member of the Bargaining Unit within ten (10) working days of the date of when the Employer became aware of the incident giving rise to the discipline, or such longer period as the Employer can demonstrate is reasonable. The

Employer agrees to notify the member of the Bargaining Unit twenty-four (24) hours in advance of any interview of a disciplinary nature.

## **ARTICLE 7 - GRIEVANCE AND ARBITRATION**

7.01 The parties to this Agreement are agreed that it is of the utmost importance to address and resolve grievances as quickly as possible. Time limits for all steps of the entire grievance and arbitration procedure may be extended by mutual consent.

7.02 A grievance shall be defined as where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated.

7.03 The parties agree to the following procedure for the settlement of grievances properly arising under this Agreement. If an employee has a grievance, or dispute with a member, policy or procedure of the firm relating to an alleged violation of the collective agreement, the parties agree to the following procedure:

### **Step 1:**

The employee may, at her discretion, confer with the members of the firm concerned in an attempt to resolve the dispute between them. The employee may have another employee present if the employee so desires. The employee may skip this Step and initiate the grievance at Step 2.

### **Step 2:**

The employee will then take the dispute to her mentor or to a member of the Articling Committee, who will attempt to resolve the dispute. For the purposes of the grievance procedure time will start to run once the mentor or Articling Committee member is contacted. The employee may have another employee present if the employee so desires.

### **Step 3:**

If the dispute has not been resolved to the satisfaction of both parties within seven (7) calendar days, the grievance should be put in writing and the duly authorized representative of both parties will meet on the request of either party to discuss the disputes between them.

### **Step 4:**

### **Arbitration**

7.04 Any grievance under this Article will be brought within twenty (20) working days of the employee becoming aware of the event(s) giving rise to the grievance.

7.05 If the representatives of the parties are unable to agree on a resolution to the grievance or dispute within two (2) weeks of Step 3, it will be submitted to a sole arbitrator mutually agreed upon by both parties. The decision of the arbitrator will be final and binding on both parties. The compensation of the arbitrator will be borne equally by the Employer and the Union. If the parties cannot agree on an arbitrator, the appointment will be in accordance with section 49 of the Ontario Labour Relations Act, 1995.

- 7.06 Either party to this Agreement may file a grievance in writing with the other Party on any differences between them relating to the alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable and such grievance will commence at Step 3.
- 7.07 In determining any grievance arising out of discharge or other discipline, the arbitrator may dispose of the claim by affirming the Employer's action and dismissing the grievance, or by setting aside the disciplinary action involved and restoring the griever to their former position with or without compensation, or in such other manner as may in the opinion of the arbitrator be justified. Such decision will be final and binding on both parties to this agreement.
- 7.08 Where, as a result of a decision of the arbitrator, or of an agreement reached between the parties at Steps 1, 2 or 3 of the Grievance Procedure, an Articling Student member of the Bargaining Unit is reinstated, or has their suspension lifted or otherwise repudiated, the Employer will extend that student's employment for the time necessary to meet the requirements of the Law Society of Ontario for completion of the official articling period.

## ARTICLE 8 - PAID HOLIDAYS

8.01 Each Articling and Summer Student is entitled to the following paid holidays:

New Year's Day	Canada Day	December 24
Family Day	Civic Holiday	December 25
Good Friday	Labour Day	December 26
Easter Monday	Thanksgiving Day	December 31
Victoria Day		

Each Articling Student is also entitled to five floating holidays, to be taken on mutually agreed dates, such floating holidays not to be taken by more than one employee at a time unless agreed to in advance by the Employer. Each articling student is also entitled to additional holiday or holidays on those days, between December 26 and December 31, if the firm closes the office over that period.

Students who have unused floating holidays at the end of the articling period will be paid the equivalent amount in a lump sum in their last pay period.

- 8.02 If a lawyer or lawyers assign work to an Articling Student such that the Articling Student must work any of the thirteen holidays listed in Article 8.01, or during the period of December 26 to December 31 if the office is closed for the period, in order to reasonably perform the work on time, the Articling Student will be entitled to two days in lieu of each such day worked, as additional floating holidays, to be taken at a time mutually agreed to between the Employer and the employee, provided that the Articling Student obtains approval from a partner or supervising lawyer. Such approval shall not be unreasonably withheld. This clause applies where an Articling Student chooses to work on the Saturday or Sunday of a long weekend, rather than the holiday itself.
- 8.03 If any of the thirteen holidays listed in Article 8.01 fall on a day which is not a regular working day, the first working day thereafter will be considered the holiday.
- 8.04 An Articling Student wishing to work for a candidate in a municipal, provincial or federal election campaign shall be entitled to up to one additional paid floating holiday per articling year

on a municipal, provincial or federal election day.

- 8.05 The use of floating holidays is subject to the satisfaction of the Law Society of Ontario rules regarding time off and study days during an articling placement.

In the event that the Articling Students exceeds the number of permitted absences for any reason, the Employer, if requested, shall make every reasonable effort to provide the student with employment sufficient to meet those requirements and/or support the student's application for an abridgement in a timely way.

- 8.06 The Employer recognizes that an employee may, for religious reasons, wish to observe holidays other than or in addition to those listed in Article 8.01. In such cases, the employee shall notify the Employer at least ten (10) working days in advance of the religious holiday. Time off with pay will be arranged through substitution of other paid days off under this agreement. In the event that an employee fails to provide ten (10) working days' notice in advance of the religious holiday, the Employer will not unreasonably withhold consent for the employee to take leave and substitute other paid days off under this agreement.
- 8.07 The Employer shall notify articling students if the office is being closed between the Christmas and New Year's period. Such notice shall be sent to students as soon as the Employer has made its decision about whether the office will be closed for the holiday period.

#### **ARTICLE 9 – VACATION**

- 9.01 Each Articling Student is entitled to two weeks' vacation with full pay. Each Summer Student is entitled to one week of vacation with full pay.
- 9.02 Vacations will be scheduled by mutual arrangement between the Employer and the employee.
- 9.03 Articling Students who start working for the Employer before their official articling period and Articling Students who remain working for the Employer after completing their official articling period will receive vacation pay in the amount of 4% of salary attributable to those periods in lieu of vacation days. This will be in addition to the vacation entitlement set out above in respect of the 10 month articling period.
- 9.04 It is understood by the parties that no Articling Student will be entitled to work any period before or after the official articling period unless the Employer agrees. For the purposes of this agreement, an Articling Student who works any period before or after her official articling period will be considered to be an Articling Student.
- 9.05 If an Articling Student has any unused vacation at the end of their articling period, they may elect to have the equivalent amount, up to a maximum of one week, paid out in a lump sum in their last pay period.

An Articling Student who chooses to exercise this option shall provide the firm with 30 days notice to allow for completion of necessary administrative work and related documentation.



## **ARTICLE 10 – LEAVES**

- 10.01 There will be no loss of pay due to illness up to eighteen working days (18) for Articling students. Articling Students who start working for the Employer before their official articling period and Articling Students who remain working for the Employer after completing the 10 month articling period will have their sick days pro-rated.
- 10.02 The Employer recognizes that circumstances may arise in an employee's personal life or family life, other than those giving rise to leave under other parts of Article 10, which require her to take a leave of absence from work for a limited time. When such circumstances arise, the employee may apply for discretionary leave. Such leave will not be withheld unreasonably and will be with pay. The employee will be compensated for such discretionary leave up to five (5) working days. The Employer also recognizes that it may, in some circumstances, be necessary for the employee to be absent from work for a period of greater than five days. The employee may, in such cases, request an extended leave without pay, but with benefits for up to four (4) months, such leave not to be withheld unreasonably.
- 10.03 An employee who is absent from work solely due to the death of her father, mother, son, daughter, brother, sister, spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandparent-in-law, grandchild or other close relative or friend will be compensated for such time up to five (5) working days. It may, in some circumstances, be necessary for the employee to be absent from work for a period of greater than five days. The employee may, in such cases, request an extended leave without pay, but with benefits, such leave to not be withheld unreasonably.
- 10.04 The Employer will grant a leave of absence for a period in accordance with the provisions in Part XIV – Leaves of Absence of the Employment Standards Act. Such leaves will be without pay, except as otherwise provided by the Employment Standards Act, and without loss of benefits.
- 10.05 Where leave granted under the provisions of Article 10 results in an Articling Student being unable to meet the requirements of the Law Society of Ontario for completion of the official articling period, the Employer will make every reasonable effort to provide the student with employment sufficient to meet those requirements.

## **ARTICLE 11 - STRIKES OR LOCKOUTS**

- 11.01 There will be no strikes on the part of the Union nor lockouts on the part of the Employer during the lifetime of the Agreement. This section will not be construed as prohibiting employees from respecting picket lines authorized by the Union concerned, or from respecting picket lines they may encounter during the normal course of their working time.

## **ARTICLE 12 - HEALTH AND SAFETY**

- 12.01 The Employer will make all reasonable provisions to protect the health and safety of its employees.

## **ARTICLE 13 - BENEFITS**

- 13.01 The Employer will pay, on behalf of Articling Students, 100% of single premiums for Manulife Financial Group Policy Number G0029462 (or the equivalent coverage) long term disability

insurance and 100% of single or family premiums for Manulife Financial Group Policy Number G0029462 (or the equivalent coverage) supplementary health, comprehensive and dental coverage.

The Employer will reimburse vision care expenses up to a total of \$500.00 (which will include one eye exam) once during the year of articles payable upon submission of receipts from the Articling Student.

## **ARTICLE 14 – WAGES**

14.01 a) For the period January 1 to December 31, 2018, articling students in Toronto will be paid \$1,608.60 per week. Articling students in Ottawa will be paid \$1,071.74 per week. The summer student rate shall be 90% of the articling student rate at the relevant office (i.e. Toronto or Ottawa).

Where a student returns for a second year as a summer student, such student shall be paid 95% of the articling student rate at the relevant office.

Wages will be paid on a weekly or bi-weekly basis. The method of payments of these wages will accord with the Employer's normal and established practice at the workplace.

b) A summer student who continues to perform work for the Employer after the completion of their employment period, shall continue to receive the benefits set out in this collective agreement.

14.02 For the purpose of Article 14.01 only, the articling period shall commence at the Articling Student's election, on either (a) the Articling Student's first day of work or (b) nine weeks prior to the Articling Student's first day of work. Articling Students who elect option (b) shall have their salary reduced on a pro-rated basis to provide weekly pay for the period commencing nine weeks prior to the Articling Student's first day of work, through to the end of their articling period (53 weeks), equal to the pay which would have been received over the 10 month articling period. A student electing option (b) shall provide notice of same no later than April 1 of the year in question. The Employer will advise the student of this option at the time of hiring, and in any event no later than March 1. Students may elect to have the pre-articling salary amount paid under Article 16.01 included in the calculation of the amounts to be prorated under option (b).

It is understood that Articling Students are not considered part of the bargaining unit until the official commencement of their articles, and have no right to benefits, vacation, sick leave or other similar entitlements in respect of the period of time for which they receive pre-articling salary as provided under this Article or Article 16.01.

14.03 An Articling Student who writes a Law Society of Ontario licensing examination after the commencement of actually working for the firm, but during the 10 month articling period, is entitled to take unpaid leave days for each first attempt at writing a licensing examination, up to the maximum specified by the Law Society of Ontario. An articling student writing a licensing examination on a second or subsequent attempt may request unpaid leave for that purpose. Any such unpaid leave days must be added to the 10 month articling period, unless the Law Society of Ontario permits otherwise, or except as set out below.

An Articling Student may elect to use unused vacation or floating days instead of taking unpaid leave days, subject to satisfaction of Law Society of Ontario rules regarding vacation days during the articling period.

If an Articling Student requests unpaid leave days for the purpose of writing a licensing exam, the Articling Student will be entitled to request a salary advance during any such periods of unpaid leave equivalent to their regular salary, or if they previously elected to receive a pro-rated salary under Article 14.02, the pro rated salary. At the time of making the request, and as a condition of approval of the request, the Articling Student and the Employer must agree on designating a number of days of unused vacation or floating days (if any) remaining to the credit of the Articling Student equivalent to the number of days to be taken as leave, to pay for the salary advance. If insufficient unused vacation or floating days remain to the credit of the Articling Student at the time the leave is requested, then the Articling Student will take the balance of the unpaid leave days as unpaid leave days without salary advance.

14.04 The Employer will negotiate with the Union for any wage rates and/or benefits that depart from those set out in Article 14 and Article 15 for employees in the Bargaining Unit.

#### 14.05 Severance Pay

If, at any point during the articling student's official articling period, the Employer ceases part or all of its operations and, as a result, is unable to provide work for a displaced articling student which meets the requirements for articling of the Law Society of Ontario, the employees shall be given thirty (30) days' notice or severance pay on the basis of four (4) weeks' pay at the Articling Students regular rate of pay.

### **ARTICLE 15 – LAW SOCIETY OF ONTARIO LICENSING PROCESS**

15.01 The Employer will pay the cost of the application, examination and program fees for the Law Society of Ontario licensing process. The Employer will also pay the Call to the Bar fee. If the student wishes the Employer to pay any fee directly to the Law Society of Ontario and the Law Society of Ontario permits direct payment, the student must provide the invoice for the fee at least three weeks before its due date. The Employer is not required to pay the cost of rewritten examination.

### **ARTICLE 16 – PRE-ARTICLING SALARY**

16.01 The Employer will pay a signing bonus, equivalent to 30 working days' salary, to each Articling Student on the week of the first Law Society of Ontario licensing examination in May or June, whether or not the Articling Student elects to take this examination. Such signing bonus shall be paid over two (2) pay periods. If the timing of the pre-articling salary payment presents a financial hardship for any Articling Student, that student may apply to the Employer to have the bonus paid earlier. The Employer will advise the student of this option at the time of hiring, and in any event no later than March 1.

16.02 It is agreed that an Articling Student has no other rights under the Collective Agreement in respect of the amounts paid as a signing bonus under Article 16.01, including no right to additional pro-rated vacation or sick-leave.

16.03 The Employer will make all necessary statutory deductions from the amounts paid under Articles 16.01 but union dues will not be deducted.

## **ARTICLE 17 - PROFESSIONAL EDUCATION**

17.01 Articling Students may apply to the Employer to attend conferences, seminars or other educational functions, which may include French language courses, reasonably related to work for the Employer or their articles, the cost of which will be borne by the Employer. The Employer's consent will not be unreasonably withheld. In determining whether to consent, the Employer may consider cost, location, the number of attendances by the student or the student's workload.

17.02 The Employer shall, upon presentation of a receipt, reimburse bargaining unit employees for the cost of an Ontario Bar Association Student Membership. An articling student may also request that the Employer pay for a student membership in a legal association established to support, mentor or promote lawyers from diverse communities. Such requests will not be unreasonably denied.

## **ARTICLE 18 - REIMBURSEMENT FOR EXPENSES**

18.01 Bargaining Unit employees who incur expenses reasonably related to working on a file will be reimbursed in full for such expenses, provided that the employee submits receipts by the end of each month and advises the Employer in writing of the names of the lawyers and files in respect of which the expense has been incurred. Reimbursement will not be unreasonably denied.

18.02 The Employer will make best efforts to reimburse the employee for expenses incurred under this article within one (1) week of the employee meeting the requirements of Article 18.01.

18.03 An Articling Student, or Bargaining Unit employee, as the case may be, may request the Employer to advance money to cover costs incurred as per Article 17.01, 18, 19.01 and 20.01, which request will not be unreasonably denied. However, the employee will submit a receipt as required by Article 18.01 and repay any overpayment by salary deduction over a reasonable period, or by any other mutually agreeable arrangement.

18.04 An employee who works in the office beyond 7:00 p.m., to reasonably perform assigned work on time, will receive up to twenty-five dollars (\$25.00) meal allowance, upon providing a receipt. An employee who works in the office before 7:00 a.m. to reasonably perform assigned work on time, will receive up to fifteen dollars (\$15.00) meal allowance, upon providing receipts.

An employee who works on a weekend or holiday will receive a maximum of twenty-five (\$25.00) meal allowance for every four (4) hours the employee works, upon providing receipts.

18.05 An employee who works beyond 8:00 p.m. or starts earlier than 7:00 a.m. in order to reasonably perform assigned work on time will receive a taxi chit or be reimbursed for expenses of travel home and/or to the office by taxicab.

## **ARTICLE 19 - CHILD CARE ALLOWANCE**

19.01 An employee who has dependants for whom she is responsible, and who is required to work on a particular file in the office or who is required to meet with clients at an off-site location, or required to attend mandatory seminars or training sessions or who is required to work beyond

6:00 P.M. on a weekday or on any day of a weekend or holiday, will be reimbursed up to \$90.00 child care expenses, provided that any request for reimbursement is supported by a receipt.

## **ARTICLE 20 - WORK RELATED EXPENSES**

20.01 The Employer agrees to reimburse an Articling Student for reasonable expenses for the cost of transportation expenses to/from work (including a transit pass), the cost of subscribing to an at-home internet service, the cost of a cell phone data plan, the cost of dry-cleaning, the cost of participating in a recreational program, and/or work-related at home computing expenses, to a total maximum amount of \$1,893.99 during the official articling period provided that:

- Any request for reimbursement is supported by a receipt, and
- All requests for reimbursement are submitted in an aggregated form monthly, and separately from other expenses (ie. expenses other than those under this Article).

Approval will not be unreasonably withheld by the Employer.

20.02 The Employer agrees to reimburse a Summer Student for the reasonable cost of transportation expenses to/from work (including a transit pass), the cost of subscribing to an at-home internet service, the cost of a cell phone data plan, the cost of dry-cleaning, the cost of participating in a recreational program, and/or work-related at home computing expenses, up to a total maximum amount of \$617.12 during the period of summer employment provided that;

- Any request for reimbursement is supported by a receipt, and
- All requests for reimbursement are submitted in an aggregated form monthly, and separately from other expenses (ie. expenses other than those under this Article).

Approval will not be unreasonably withheld by the Employer.

## **ARTICLE 21 - ORIENTATION AND TRAINING**

21.01 a) Each Articling Student will be assigned a mentor within a reasonable period of time after the start of articles, the mentor to be mutually agreed upon by the student and the Employer. The mentor and the student will observe the mentoring system as set out in Schedule "A" to this Agreement.

b) Summer students will be assigned a mentor within a reasonable period after the commencement of their employment. The mentor will be mutually agreed upon by the summer student and the Employer.

21.02 The Employer recognizes the importance of ensuring that employees are uniformly familiarized with office procedures from the start of their employment with the firm. To that end, each Bargaining Unit employee will be advised of office procedures, including docketing, computer

and communication systems, and relevant accounting, within a reasonable period of time, and in any event no later than thirty days from the start of her employment.

- 21.03 The Employer agrees to hold an education session on file preparation and organization as soon as is possible following the date on which all Articling Students in a particular year have begun their employment.
- 21.04 The Employer recognizes the importance of educational seminars for the mutual benefit of the Bargaining Unit employee and the firm. To this end, the Union agrees to bring to the Employer's attention topics for seminars requested by employees, and the Employer will not unreasonably withhold its consent to provide such seminars.

## **ARTICLE 22 - EDUCATIONAL RESPONSIBILITIES**

- 22.01 The purpose of articling is to provide students with an experience in the practical application of their academic legal education to the practice of law in a supervised environment. A positive articling experience requires a thorough orientation, a balanced variety of practical experience and educational work, regular constructive feedback and ongoing supervision and instruction. The Employer agrees to provide all of the above.
- 22.02 Each mentor shall meet regularly with her assigned student for the purpose of reviewing that student's progress in the articling program in the context of the educational requirements set out in the Law Society of Ontario's rules and guidelines. This review will also touch upon, to the extent possible, the student's workload, performance and evaluations received by the student or the mentor.

The regular meetings should focus upon the student's cumulative experience at the firm with a view to satisfying the criteria set out in the Law Society of Ontario's rules and guidelines.

## **ARTICLE 23 - WORKING CONDITIONS**

- 23.01 So long as is practicable, the Union and the Employer agree to observe the rotation and work assignment system as set out in Schedule "A" to this Agreement.
- 23.02 The Employer will make all reasonable efforts to provide Bargaining Unit employees with suitable office space. "Suitable office space" will include, but is not limited to, having no more than two Bargaining Unit employees assigned to an office at any one time.
- 23.03 A computer terminal consistent with the quality of computer terminal in use by the Employer will be provided for the use of each of the Bargaining Unit employees.
- 23.04 The Employer will provide reasonable training on the firm's email system, as well as training with respect to online legal research services to which it subscribes, within two (2) months of the start of their employment.
- 23.05 The Employer agrees that it will not layoff any Bargaining Unit employee from the commencement of her active employment to the completion of her term of employment, unless there has been a substantial alteration of the partnership.

Should the partnership be substantially altered during the course of a Bargaining Unit employee's course of employment, the Employer agrees to use its best efforts to ensure the continuation and completion, at the same rate of pay and benefits, of the Bargaining Unit employee's employment in any reconfiguration of the former members of the partnership.

A "substantial alteration" will not include layoffs based, in full or in part, on the economic circumstances of the Employer. A "substantial alteration" means only the permanent departure of two or more key partners.

23.06 The Employer shall pay up to \$60.00 toward the cost of a university alumni or guest library card for each Articling Student, upon presentation of a receipt.

23.07 The Employer shall provide personalized business cards to each Articling Student containing their name and contact information, including their firm email address and office telephone number, no later than 30 days after the commencement of their official articling period.

23.08 Due to the smaller size of the Ottawa office, and nature of the work performed there, the firm shall make reasonable efforts to offer the Ottawa Articling Student an opportunity, at a mutually convenient time, to work in the Toronto Office during the articling period to a maximum of five (5) working days.

Travel and accommodation arrangements shall be made by the Ottawa Office Manager in consultation with the student and paid for by the Employer. The Employer will pay up to fifty dollars (\$50.00) per day for meal allowances for the student subject to the provision of proper receipts.

23.09 The Employer agrees to use its best efforts to advise all Articling Students of their employment prospects by March 31st of each year but in any event will do so no later than April 30th of each year.

23.10 The Employer agrees that all incoming articling students, will have their profile featured on the Goldblatt Partners website. Should any student not want their profile on the website, they must so indicate within one (1) month of commencing their articles.

#### **ARTICLE 24 - DOCKETS**

24.01 Time sheets will not be used for the purposes of evaluations.

#### **ARTICLE 25 - INTERPRETATION**

25.01 Whenever the feminine appears in this agreement, it will be considered to include the masculine.

**ARTICLE 26 - TERM OF AGREEMENT**

26.01 Articles 14.01, 20.01 and 20.02 are retroactive to January 1, 2018.

26.02 This Agreement shall remain in effect for a period of one (1) year until December 31, 2018 and thereafter shall be automatically renewed from year to year, unless either party gives written notice to the other within ninety (90) days of expiry date, of their desire to amend the agreement.

Dated at Toronto this of \_\_\_\_\_ day of \_\_\_\_\_ 2018.

SIGNED ON BEHALF OF  
THE EMPLOYER

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\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF  
THE UNION

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# **SCHEDULE "A"**

## **Rotation**

Rotations will be structured according to the number of Articling Students and will be determined and circulated within one week of the date of the last student commencing her articles.

Each lawyer should go first to the student assigned to her group. If the lawyer has to go to a student in the other group, she should first speak to the student and the student's mentor, prior to making the assignment.

Students will be expected to carry work over from one group to the other group when they change, unless the responsible lawyer and another student agree to transfer of the file.

## **Assignment of files**

A student is entitled to receive sufficient guidance regarding what work needs to be done when a file is assigned to her. Such guidance is in contrast to a request to "prepare the file." An assigning lawyer should give specific, timely written or oral instructions to the student when a file is transferred to the student, particularly if there is anything unusual or exceptional to be prepared or researched.

## **Mentors**

The designated mentor will meet with the student on at least three occasions during the articling period as follows: during the third month of the student's articles, about midway through the placement and one month prior to the conclusion of the student's articles.

At each meeting, the mentor and student will review the Law Society of Ontario's Experiential Training Competencies and the Firm's Experiential Training Plan to ensure that the student is receiving the training required by the Law Society of Ontario. The mentor will also discuss the student's experience with her articles and provide feedback, elicited for the purpose of these meetings, on the quality of the student's performance. In addition, the mentor will elicit from the student her observations on the quality and timeliness of instruction and supervision received from the lawyers on her rotation.

This is not to preclude informal, ongoing, file by file exchanges between other lawyers and the students, which are obviously of benefit to both the student and the lawyer. However, any lawyer who does communicate significant positive or negative comments directly to a student should make sure that the student's mentor is made aware of those comments.

An effective mentor system will require some conscientious effort by the mentor, including adherence to the schedule for regular meetings and assuming responsibility for soliciting comments and information from other lawyers.

## **Education Experience**

The mentor will, during the meetings, identify the opportunities provided to the student to attend arbitrations, judicial reviews and other court proceedings, labour board hearings, settlement discussions, and to attend at motions court.

The Employer will, with this information, use its best efforts to ensure that the student, by the completion of her articles, has had reasonable exposure to each of the above areas.  
This Schedule forms part of the Collective Agreement.

# LETTER OF UNDERSTANDING #1

The parties agree that, with respect to one week of vacation under Article 9.01 of the Collective Agreement, and with respect to any Christmas bonus of one week's pay, the Articling Student, in lieu of taking one week of vacation and/or of receiving any Christmas bonus paid in December, would have the option of continuing on the firm's payroll for an additional period of time, equivalent to the combined amount of the untaken vacation or Christmas bonus (maximum of two weeks), at the end of which time the Articling Student's employment would be deemed to be terminated.

The parties further agree that an Articling Student exercising this option has no other rights under the Collective Agreement, including no right to additional pro-rated vacation or sick leave.

However, the Articling Student has the right to pay 100% of the premiums to continue benefit coverage under Article 13.01 for the period during which the employee continues on the firm's payroll under this option. As well, the Employer will make all the necessary statutory deductions from amounts paid, including union dues.

It is agreed that an Articling Student who chooses to exercise this option will provide the firm with 30 days notice, so as to allow for completion of necessary administrative work and related documentation.

This Letter of Understanding is enforceable under Article 7 as if it formed part of the Collective Agreement.

Dated at Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 2018

SIGNED ON BEHALF OF  
THE EMPLOYER

SIGNED ON BEHALF OF  
THE UNION

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## **LETTER OF UNDERSTANDING #2**

The Union and the Employer agree that the terms and conditions of employment set out in the collective agreement applicable to articling students will apply to any Law Practice Program (LPP) student the employer may hire, except as provided below:

### **Article 8 – Paid Holidays**

LPP students will also be entitled to two (2) floating holidays to be taken in accordance with Article 8.01.

### **Article 9 – Vacation**

LPP students will be entitled to one (1) week of paid vacation.

### **Article 10 – Leaves**

For the purpose of Article 10.01, there will be no loss of pay due to illness up to seven (7) days for LPP students.

### **Article 13 – Benefits**

LPP students will be entitled to vision care expenses up to a total of one hundred and sixty (\$160.00).

### **Article 15 – Law Society of Ontario Licensing Process**

15.02 does not apply to the LPP students

Article 15.03 If the LPP requires employers to administer the Professional Responsibility and Practice Course to LPP students, Article 15.03 will apply to the LPP student.

### **Article 16 – Pre-Articling Salary**

Article 16 does not apply to LPP students

### **Article 20 – Work-Related Expenses**

The Employers agrees to reimburse LPP students for the work-related expenses described in Article 20.01 on a pro rata basis. Schedule “A”

**Schedule "A"**

The designated mentor will meet with the LPP student regularly, and at least once every six (6) weeks, during the LPP placement.

Dated at Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 2018

SIGNED ON BEHALF OF  
THE EMPLOYER

SIGNED ON BEHALF OF  
THE UNION

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