

Date: 20150309

File: 569-02-138

Citation: 2015 PSLREB 23



Public Service Labour Relations Act

Before an adjudicator

BETWEEN

ASSOCIATION OF JUSTICE COUNSEL

Bargaining Agent

and

TREASURY BOARD

Employer

Indexed as
Association of Justice Counsel v. Treasury Board

In the matter of a policy grievance referred to adjudication

Before: George Filliter, adjudicator

For the Bargaining Agent: Christopher Rootham, counsel

For the Employer: Richard Fader, counsel

Heard at Ottawa, Ontario,
January 6, 2015.
(Written submissions filed January 16 and 23, 2015.)

REASONS FOR DECISION

I. Policy grievance referred to adjudication

[1] This decision involves a policy grievance filed by the Association of Justice Counsel (“the bargaining agent”) on June 20, 2013. The grievance alleged the Treasury Board (“the employer”) had violated clause 28.01 of the collective agreement by failing to pay fees for law students since 2009.

[2] On November 1, 2014, the *Public Service Labour Relations and Employment Board Act* (S.C. 2013, c. 40, s. 365) was proclaimed into force (SI/2014-84), creating the Public Service Labour Relations and Employment Board (“the new Board”) to replace the former Public Service Labour Relations Board (“the former Board”) as well as the former Public Service Staffing Tribunal. On the same day, the consequential and transitional amendments contained in sections 366 to 466 of the *Economic Action Plan 2013 Act, No. 2* (S.C. 2013, c. 40) also came into force (SI/2014-84). Pursuant to section 396 of the *Economic Action Plan 2013 Act, No. 2*, an adjudicator seized of a grievance before November 1, 2014, continues to exercise the powers set out in the *Public Service Labour Relations Act* (S.C. 2003, c. 22, s. 2) as that *Act* read immediately before that day.

II. Relevant facts

[3] As a result of a pre-hearing teleconference held on April 24, 2013, the parties agreed to draft an agreed statement of facts and enter a series of documents by consent.

[4] The statement of facts is reproduced as follows:

PSLRB File No. 569-02-138

IN THE MATTER OF A GRIEVANCE

BETWEEN

ASSOCIATION OF JUSTICE COUNSEL

Bargaining Agent

-and-

TREASURY BOARD (DEPARTMENT OF JUSTICE)

Employer

AGREED STATEMENT OF FACTS

The parties to this matter agree as follows:

- 1. The documents in the “List of Documents” are authentic and admissible. The inclusion of a document in this agreed statement of facts is not an admission by either party that the document is relevant to this grievance.*
- 2. For the purposes of this grievance and this Agreed Statement of Facts, the term “articling students” refers to employees in the Department of Justice paid at the LA-DEV rate set out in the collective agreement. As of January 6, 2014, those employees are classified in the LP-00 group and level.*
- 3. Articling students are hired as term employees with no guarantee that they will be rehired as lawyers.*
- 4. The Bargaining Agent and Employer entered into their first collective agreement on July 27, 2010 (expired May 9, 2011), and their second agreement on March 12, 2013 (expired May 9, 2014). Article 28 of the agreement remained unchanged in the two agreements and, for ease of reference, reads as follows:*

Registration Fees

- 28.01 The Employer shall reimburse a lawyer for his payment of membership or other fees to a professional organization or organizations when the payment of such fees is necessary to maintain a professional qualification required by the Employer for the performance of any duties and/or responsibilities assigned.*
- 5. Article 28.01 of the collective agreement is also identical to the language contained in the LA-group collective agreement when that group was represented by the Professional Institute of the Public Service of Canada. Article 2.03 was not in the collective agreement when the LA group was represented by the Professional Institute of the Public Service of Canada.*
 - 6. The licensing process to become a lawyer varies between jurisdiction, both in the order in which the elements can be completed, and in the length of each of the required elements. Notwithstanding, the licensing process in all jurisdictions contains the following elements:*
 - Articling term;*
 - Bar admission courses (also called bar school, professional legal training course, professional responsibility course, etc.); and*
 - Licensing exams (also known as “bar exams”).*
 - 7. The licensing fees paid by candidates to enroll in the licensing process vary between jurisdictions, both in the amount of the fees and the title used to describe those fees. Candidates are required by the law society in their jurisdiction to pay an enrollment/admission fee (highlighted in **bold** below) in order to become an articling student and perform the legal tasks that the respective law societies permit articling students to perform.*

8. The law society (not the Employer) also requires the articling students to participate in and pay for the bar admission course, bar school study materials, and bar exams. Upon successful completion of the licensing process (articling, bar school, exams), the articulated student is eligible to be Called to the Bar and become a licensed lawyer upon payment of a fee to the law society.

The term “licensing fees” used in this agreed statement of facts refers to various fees paid by, candidates to enroll in the licensing process as set out below. The titles of the fees paid by candidates in each jurisdiction - along with the current amount of those fees (before taxes, unless stated otherwise) - are as follows:

Alberta

Type of Fee	Cost
Application Fee, Student	\$175
Admission Fee, Student	\$420
<i>Filing Assignment of Articles fee</i>	<i>\$90</i>
<i>CPLED¹ Fee</i>	<i>\$2761</i>

British Columbia

Type of Fee	Cost
Application Fee for Enrolment in Admission Program	\$250
<i>Training Course Registration</i>	<i>\$2250</i>
<i>Call to the Bar (after enrolment in admission program)</i>	<i>\$200</i>

Manitoba

Type of Fee	Cost
Application Fee	\$50
<i>CPLED Fee</i>	<i>\$2100</i>
<i>Call to the Bar Fee</i>	<i>\$575</i>

Nova Scotia

Type of Fee	Cost
Enrolment as an Articled Clerk	\$225
<i>Enrolment in the Bar Admission Course</i>	<i>\$3500</i>
<i>Application for Admission</i>	<i>\$300</i>

¹ Fees are paid directly to the Canadian Centre for Professional Legal Education, was [sic] not the law society.

Northwest Territories

Type of Fee	Cost
<i>Application Fee</i>	\$25
<i>CPLIED Fee</i>	<i>Students take the course in any other jurisdiction - most often Alberta</i>
<i>Admissions Fee</i>	\$100

Ontario

Type of Fee	Cost
<i>Application Fee</i>	\$160
<i>Barrister Licensing Examination</i>	\$750
<i>Solicitor Licensing Examination</i>	\$750
<i>Articling Program Fee</i>	\$2800
<i>Call to the Bar (L 1 Licence)</i>	\$250

Quebec

Type of Fee	Cost
<i>École du Barreau - Formation professionnelle</i>	\$3875 - includes tax
<i>École du Barreau - Cours préparatoires</i>	\$827 - includes tax
<i>École du Barreau - Documentation (obligatoire)</i>	\$795 - includes tax
<i>École du Barreau - Application Fee</i>	\$93
<i>Multi-access Card to Attend Classes</i>	\$17
<i>Student Association Fees</i>	\$15-30 (variable by location)

Saskatchewan

Type of Fee	Cost
<i>Application for Admission as Student-at-Law</i>	\$100
<i>Articles of Clerkship Agreement</i>	\$100
<i>CPLIED Fee</i>	\$2450
<i>Application for Admission as a Lawyer Fee</i>	\$100

9. The Department of Justice employed articling students across Canada as follows:

Number of articling students (by starting date)

DIRECT REPORT	2010	2011	2012	2013	Grand Total
ATLANTIC REGIONAL OFFICE	2	1	1	1	5
BC REGIONAL OFFICE	15	11	13	10	49
MANAGEMENT SECTOR	25	35	18	15	93
NORTHERN REGIONAL OFFICE	2	3	2	0	7
ONTARIO REGIONAL OFFICE	18	16	12	9	55
PRAIRIE REGIONAL OFFICES	14	11	8	6	39
QUEBEC REGIONAL OFFICE	6	9	3	5	23
Grand Total	82	86	57	46	271

10. The Department of Justice has not employed articling students in Prince Edward Island, Newfoundland, New Brunswick, and Nunavut during the years at issue. For this reason, the parties have not included information about licensing fees in those jurisdictions.
11. All articling students employed in British Columbia, Alberta, Saskatchewan, Manitoba, Nova Scotia and the Northwest Territories were reimbursed their licensing fees from 2009 to 2013, with the exception of one articling student in 2009, and one articling student in 2012, for whom no records are available.
12. Articling students in Ontario and Quebec were not reimbursed their licensing fees with the exception of those articulated students who were called to the bar in Ontario and hired as Counsel at the end of their articling term. Those new lawyers were reimbursed \$250 for their law society admission as a licensed lawyer.
13. Law Society statutes (regulations/policies) state that anyone performing the duties of an articling student must be registered with the law society in their jurisdiction (as an articling student, student-at-law, or whatever other title is used by the law society in that jurisdiction). As such, articling students employed at the Department of Justice are required to be registered by the law society in that jurisdiction.
14. All articling students are governed by the law societies in their jurisdiction, including being bound by the professional codes of conduct in those jurisdictions.
15. The advertisements for articling students (entitled "The Legal Excellence Program) for each location are attached at Tabs 21-34 to this Agreed Statement of Facts. Those advertisements show:

- a. *The Ontario (Toronto), National Capital Region (Ottawa-Gatineau) and Quebec (Montreal) offices did not promise candidates that the Department would pay licensing fees;*
- b. *The Atlantic (Halifax) and British Columbia (Vancouver) offices still promise to pay licensing fees;*
- c. *The advertisement for the Northern Region did promise to pay licensing fees; but there is no current advertisement for that region; and*
- d. *The advertisements for Winnipeg, Saskatoon, Calgary and Edmonton used to promise candidates that the Department would pay “licensing fees”; but those advertisements were changed after direction was received from the Employer indicating that the department had no requirement to pay the licensing fees.*

16. In 2009, a representative of the Department of Justice wrote to incoming articling students (who were registered in Ontario) in the National Capital Region to say that the Department would pay their salary during the 3 weeks of examinations with the Law Society of Upper Canada and would pay their call to the bar fees if they were offered a position as Department of Justice counsel post-articles. This is the only message to students concerning bar fees since 2009, and it is attached at Tab 35 of this Agreed Statement of Facts.

[Emphasis in the original]

[5] The employer called Catherine Barry, a senior advisor in the Department of Justice, as a witness. Ms. Barry is responsible for the “Legal Excellence Awards and Recognition Program” and has worked for the department for in excess of 27 years. In addition to overseeing the national recruitment of articling students, she is responsible, within the National Capital Region, for the recruiting and oversight of law students.

[6] Ms. Barry testified the employer engages the services of students graduating from law schools across the country for specified term periods. In so doing, it allows these students to take courses as required by the respective law society of the province from which the law student is enrolled but otherwise does not make the completion of the bar course component and articling component a requirement for the completion of the term contract.

[7] She noted because of competition for the recruitment of law students, the employer does, in certain jurisdictions, pay fees (such as Nova Scotia), whereas in other provinces, (such as Ontario) fees are not paid.

III. Summary of the arguments

A. For the bargaining agent

[8] At the outset, the bargaining agent argued there were three types of fees law students have to pay, as follows:

- (i) application for membership;
- (ii) costs of courses and examinations; and
- (iii) call to the bar fees.

[9] The bargaining agent also argued clause 28.01 of the collective agreement sets forth five separate requirements, as follows:

- (i) the employee must be a lawyer;
- (ii) the fees must be paid to a professional organization;
- (iii) these fees must be for membership or other reasons;
- (iv) the duties required to be performed by the employer must require membership in the professional organization; and
- (v) the fees must be necessary to maintain a professional qualification.

[10] Insofar as whether the law students are lawyers, counsel for the bargaining agent noted this issue is really not in dispute. He pointed me to clause 2.03 of the collective agreement, which specifies law students are considered lawyers for the purposes of the terms and conditions set forth in the collective agreement.

[11] The bargaining agent argued there was no real dispute as to whether or not law societies in all jurisdictions across the country were professional organizations, as the Manitoba Court of Appeal addressed this issue (*Thiessen v. Children's Aid Society of Winnipeg (City)* (1980), 112 D.L.R. (3d) 413, at para 21).

[12] Counsel for the bargaining agent argued the different jurisdictions have similar requirements for law students and suggested the provisions of the Ontario *Law Society Act*, R.S.O. 1990, c. L.8, and the regulations passed thereunder, are typical of similar pieces of legislation in the other jurisdictions.

[13] In Ontario, a law student is enabled to provide certain legal services as defined within the regulations provided he or she is under articles of clerkship. The bargaining agent argued that although the levels of service that can be offered by law students vary between the jurisdictions, the relevant fact is in order for law students to provide any service, they must be registered with the respective law society and enrolled in an articling program.

[14] In further support of the position submitted by the bargaining agent, counsel referred me to two cases, which in his view confirm a law society is a professional organization (*CUPE Local 3909 v. University of Manitoba*, 2004 C.L.L.C. 220-015, and *City of Victoria v. Belyea*, [1906] 12 B.C.R. 112).

[15] The bargaining agent submitted law students should be reimbursed for all fees. In making this argument, its counsel pointed to the wording of clause 28.01 of the collective agreement, which states, "...membership or other fees to a professional organization or organizations...." Because the law student is a member of the respective law society, all fees required to be paid should be paid by the employer.

[16] In the view of the bargaining agent, the crux of the dispute is to define which fees necessary to maintain a professional qualification are "...required by the Employer for the performance of any duties and/or responsibilities assigned" (clause 28.01 of the collective agreement).

[17] The bargaining agent acknowledged membership in whatever professional organization must be necessary for the employee to perform the duties required of him or her.

[18] The bargaining agent submitted when looking at the essence of the work required by the employer, one should take into account the practicalities, including the eligibility for promotion, or in this case, the potential of employment on a permanent full-time basis as a lawyer for the student when called to the bar (*Chorney v. Treasury Board (Solicitor General - Canada)*, PSSRB File Nos. 166-02-14644 and 14656 (19850327); *Barbas et al. v. Treasury Board (Veterans Affairs)*, PSSRB File Nos. 166-02-18122 to 18176 (19890510), and *Canada (Attorney General) v. Professional Institute of the Public Service of Canada*, 2010 FC 578).

[19] The bargaining agent then reviewed the different requirements of the provincial law societies responsible for developing and overseeing articling, exams and admission to the bar. Suffice to say the argument was each provincial organization fulfills its individual responsibility in a distinctly different fashion; however, there is some commonality between the different jurisdictions. This commonality includes the necessity of the law student to pay membership and other fees for examinations and courses in order to remain registered as an articling student. It is these fees the bargaining agent seeks to be paid by the employer.

[20] The bargaining agent submitted the appropriate remedy would be a declaration membership fees are to be paid in the future and a further order for fees to be reimbursed to those articling students who paid them out of their own pockets.

[21] According to the submission of the bargaining agent, another issue before me is how far back the order of payment should go. In making submissions with respect to the timing, counsel for the bargaining agent acknowledged the grievance had been filed on June 20, 2013, and therefore, I can surely go back 25 days from this date.

[22] However, the bargaining agent submitted the order should go back to 2010. In making this submission, its counsel acknowledged the decision of the Federal Court in *Canada (National Film Board) v. Coallier*, [1983] F.C.J. No. 813 (C.A.) (QL). The bargaining agent argued the *Coallier* case was an individual grievance and the matter before me is a policy grievance. Counsel submitted he could find no case in which *Coallier* was applied to policy grievances.

B. For the employer

[23] At the outset, counsel for the employer acknowledged this case turned upon an interpretation of the collective agreement. In stating this, counsel argued the first task was to determine the intention of the parties.

[24] In noting this, counsel for the employer argued sophisticated parties would not use this language if it was to embrace all the fees. Counsel argued the operative word in clause 28.01 is “maintain.”

[25] The question, according to counsel for the employer, is what “professional qualification” is being “maintained”?

[26] Counsel for the employer argued at best, a law student or articling student is in the process of obtaining a professional qualification, that of being a lawyer.

[27] In addition, counsel for the employer argued when the clause is looked at contextually, one cannot ignore the fact the collective agreement was signed in March 2013, a time when the majority of articling students across the country received no payments for fees of any type. This fact is set forth in the agreed statement of facts.

[28] Additionally, the evidence of Ms. Barry confirmed many of the fees owed by law students or articling students are paid before they commence their terms of employment with the employer.

[29] In the submissions of the employer, its counsel argued the word “maintain” does not mean “acquire” and the collective agreement should be looked at contextually. Counsel argued at the date of signing, there was an established practice of the employer of not paying these fees for the vast majority of articling students employed by the employer.

[30] Counsel for the employer argued this was the first grievance filed with respect to this issue.

[31] In the alternative, counsel for the employer argued if there is any requirement to pay a fee, it would be restricted to what would be best termed as true “registration fees.” In making this argument, counsel first pointed to the fact the heading of clause 28.01 of the collective agreement is “Registration Fees.” In the text *Collective Agreement Arbitration in Canada*, 4th Edition, at para 2.20, the learned authors identified that headings may be used as an aid to interpretation.

[32] Counsel for the employer acknowledged there were three elements associated with the different law society articling programs: a) registration, b) course work, and c) exams. According to counsel for the employer, the evidence is the employer does not require its articling students to perform course work or indeed to write exams. It merely requires them to be registered with their societies.

[33] Therefore, the employer, at best, would be required to reimburse articling students for fees respecting their registration with their respective law societies. In support of this contention, counsel for the employer referred me to a case of the

Federal Court of Appeal, which suggested in order for the employer to reimburse an employee for such fees, it must require the qualification of a professional organization (*The Queen in Right of Canada v. Lefebvre et al.*, [1980] 2 F.C. 199 (C.A.)).

[34] In further support of this contention, counsel for the employer also referred me to other cases of the former Board and its predecessor, the Public Service Staff Relations Board (*Chorney; Dagenais v. Treasury Board (Department of Veterans Affairs)*, PSSRB File No. 166-02-16517 (19870602), and *Rosendaal et al. v. Treasury Board (Revenue Canada - Taxation)*, PSSRB File Nos. 166-02-22291, 23143 and 23144 (19930506), *Katchin v. Canadian Food Inspection Agency*, 2004 PSSRB 26, *Berthiaume et al. v. Treasury Board (Department of Agriculture and Agri-Food)*, 2007 PSLRB 5, and *Ells v. Treasury Board (Department of Fisheries and Oceans)*, 2013 PSLRB 120.

[35] Additionally, counsel for the employer submitted the bargaining agent had the onus to establish the professional qualifications need to be maintained for the purposes of employment (*Rosendaal et al.*). In making this comment, counsel argued such burden was not satisfied.

[36] Counsel for the employer then reviewed the different provincial requirements. In conclusion, he argued the test I ought to apply is what needs to be paid by the articling student (law student) to perform the duties of such law student during the term of employment for which he or she is hired. Counsel submitted this fee would include only registration fees.

[37] Insofar as the remedy requested by the bargaining unit is concerned, counsel for the employer submitted the *Coallier* test does apply in this instance. The employer argued the regulations of the *Act* focus on the “presentation of a grievance” or the “reference to adjudication,” not on the remedial authority of the adjudicator or the well-established principle that a remedy should be limited to 25 days before the filing of the grievance. In support of this submission, counsel referred me to two cases of the former Board (*Baker v. Treasury Board (Correctional Service of Canada)*, 2008 PSLRB 34, and *Kullar v. Treasury Board (Correctional Service of Canada)*, 2011 PSLRB 3)

[38] In saying this, counsel for the employer argued the bargaining agent knew or at least ought to have known of this issue, and if it felt it was entitled to any remedy, it should have filed a grievance before June 20, 2013.

IV. Analysis

[39] The issue in this case is simply stated. Did the employer violate the terms of clause 28.01 of the collective agreement?

[40] As such, this case revolves around the interpretation of the collective agreement.

[41] Several courts have provided guidance to decision makers on the interpretation of collective agreements. I agree with the employer's submission the approach I should take is to determine the true intent of the parties at the time they entered into the collective agreement. To accomplish this, I must first refer to the meaning of the words as used by the contracting parties (see *Eli Lilly & Co. v. Novopharm Ltd.*, [1998] 2 S.C.R. 129, and *Jerry MacNeil Architects Ltd. v. Roman Catholic Archbishop of Moncton et al.*, 2001 NBQB 135).

[42] In considering this issue, I must also take into account the context in which the words are used (see *Stenstrom v. McCain Foods Ltd.*, 2000 NBCA 13, and *Robichaud et al. v. Pharmacie Acadienne de Beresford Ltée et al.*, 2008 NBCA 12, at para 18).

[43] This approach by labour arbitrators has found favour with many courts, including the New Brunswick Court of Appeal. The court in *Irving Pulp & Paper Ltd. v. Communications, Energy and Paperworkers Union of Canada, Local 30*, 2002 NBCA 30, in a well-reasoned decision, stated as follows:

...

[10] *It is accepted that the task of interpreting a collective agreement is no different than that faced by other adjudicators in construing statutes or private contracts: see D.J.M. Brown & D.M. Beatty, Canadian Labour Arbitration (3rd Ed.), looseleaf (Aurora, Ont.: Canada Law Book, Inc., 2001) at 4-35. In the contractual context, you begin with the proposition that the fundamental object of the interpretative exercise is to ascertain the intention of the parties. In turn the presumption is that the parties are assumed to have intended what they have said and that the meaning of a provision of a collective agreement is to be first sought in the express provisions. In searching for the parties' intention, text writers indicate that arbitrators have generally assumed that the provision in question should be construed in its normal or ordinary sense unless the interpretation would lead to an absurdity or inconsistency with other provisions of the*

collective agreement: see Canadian Labour Arbitration at 4-38. In short, the words of a collective agreement are to be given their ordinary and plain meaning unless there is a valid reason for adopting another. At the same time, words must be read in their immediate context and in the context of the agreement as a whole. Otherwise, the plain meaning interpretation may conflict with another provision.

...

[44] So, starting with the assumption the parties intended what they said and that the meaning of the collective agreement is to be sought in its express provisions, I must determine the meaning of the phrase "... of membership or other fees to a professional organization or organizations when the payment of such fees is necessary to maintain a professional qualification required by the Employer for the performance of any duties and/or responsibilities assigned" (clause 28.01 of the collective agreement).

[45] In determining the plain and ordinary meaning, the starting point is the parties are presumed to have intended what they have said.

[46] What has been referred to by both parties in the presentation of their cases is law students are included in the definition of lawyers within the collective agreement (clause 2.03).

[47] I accept the proposition of both counsel that there are three types of fees law students have to pay, as follows:

- (i) application for membership;
- (ii) cost of courses and examinations;
- (iii) call to the bar fees.

[48] With respect to the obligation of the employer to pay or reimburse the employee for application for membership in a recognized law society, I am of the view the employer is required to do so.

[49] In each of the postings attached to the agreed statement of facts (tabs 21 through 34, inclusive), the employer makes reference to the professional development of the employee. In this component of the posting notice, the employer makes specific reference to the different articling provisions of the respective law society. This demonstrates that membership in a law society is a professional qualification

“required by the Employer for the performance of any duties and/or responsibilities assigned.”

[50] In my view, this confirms the requirement of the employer to pay any and all fees necessary for the student to be enrolled as a law student or an articling student in the respective law society.

[51] The second fee referred to by the parties (cost of courses and examinations) is not so clear.

[52] The law society in each provincial and territorial jurisdiction is responsible for developing and implementing an articling program that includes, depending on the province, the requirement to attend classes or take courses online and write bar examinations. It is clear from the posting notices offered in evidence by the parties that law students are allowed the necessary paid leave to attend the classes; however, there is a discrepancy between provinces as to whether the fees associated with undertaking these courses are paid.

[53] The majority of articling students engaged by the Treasury Board are not reimbursed the cost of such a course; however, in some jurisdictions, where there is significant competition for articling students, the employer has determined it is necessary to pay such fees.

[54] The question before me is whether such fees are required in order for the student to maintain his or her professional qualification.

[55] In my view, clause 28.01 of the collective agreement cannot be interpreted to impose such an obligation on the employer. Again, looking at the posting notices, students apply for these positions with the full knowledge that these fees are not going to be reimbursed by the employer and that they are therefore responsible for the payment to the professional association.

[56] Finally with respect to the call to the bar fees, I am of the view these fees are also not always an obligation of the employer. In drawing this conclusion, I am swayed by the fact that these students may or may not be offered permanent positions by the employer. When students are not offered employment post-articles by the employer, the employer is not required to pay bar fees.

[57] However, in those instances where a law student is offered a permanent position with the employer as counsel, I reach a different conclusion, as such call to the bar fees would be necessary for the employee to maintain his or her recently acquired professional qualification.

[58] Having found some obligation on the employer to reimburse law students for certain fees, I now come to the question of whether *Coallier* applies.

[59] In my view, the court in *Coallier* was clear and unambiguous in its instructions to the former Board's predecessor. The court held that the time limit for filing a grievance begins to run as soon as the grievor learns of the facts on which the grievance is limited to the 25 days prior to the filing of the grievance. The Board's Regulations refer to "a grievance" and do not differentiate between an individual grievance and a policy grievance. Therefore, any remedy available to the bargaining agent can commence only 25 days before the filing of the grievance.

[60] Accordingly, the grievance is partially allowed, and the following order is issued:

1. I declare the employer is responsible for reimbursing law students for membership fees required to be paid by them in order to be registered with the appropriate law society as articling students or law students.
2. The employer will reimburse articling students hired by it from 25 days before the filing of this grievance until today's date for all such membership fees.
3. The employer will reimburse any law student offered permanent employment in the capacity of a lawyer their call to the bar fees.
4. I remain seized of jurisdiction in this matter if the parties have any difficulty implementing my decision.

V. Conclusion

[61] I find the grievance is partially granted.

[62] For all of the above reasons, I make the following order:

(The Order appears on the next page)

VI. Order

[63] The grievance is partially allowed, and I grant the following order.

1. I declare the employer is responsible for reimbursing law students for membership fees required to be paid by them in order to be registered with the appropriate law society as articling students or law students.
2. The employer will reimburse articling students hired by it from 25 days before the filing of this grievance until today's date for all such membership fees.
3. The employer will reimburse any law student offered permanent employment in the capacity of a lawyer their call to the bar fees.
4. I remain seized of jurisdiction in this matter if the parties have any difficulty implementing my decision.

March 9, 2015.

**George Filliter,
adjudicator**