



Law Society of Alberta
Locum Connect
Handbook

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1. Introduction

Why do you go away? So that you can come back. So that you can see the place you came from with new eyes and extra colors. And the people there see you differently, too. Coming back to where you started is not the same as never leaving.

Sir Terry Pratchett

Although the idea of legal locums is relatively new in Canada, their use is well-established in Australia, Britain and the USA.

Locum candidates may be hired as short-term employees or independent contractors, full-time or part-time, and may perform their work on-site or remotely. The terms of their engagement can vary significantly to reflect the parties' needs and availability.

A locum may be brought in to oversee all facets of a lawyer's practice while that lawyer is away or may be directed to particular files or projects.

They may be used to provide a lawyer with help during peak periods or backlogs, when hiring an associate for a full-time position isn't warranted or feasible.

They may assist on a big trial, do research, or conduct document review, and the engagement ends when the project does.

Lawyers offering their services as a locum candidate may be recently admitted to the profession or experienced practitioners. They may seek the flexibility that a temporary engagement offers. Perhaps they are returning from a break in work themselves (e.g., maternity leave or having lost a previous position due to an economic downturn). As senior counsel with extensive experience, they may be using locum placements as a stepping stone to eventual retirement.

To respond to these needs, the Law Society of Alberta has established **Locum Connect** to provide a conduit for interested parties to connect with each other.

This handbook describes how Locum Connect works and offers advice to make it work better for you.

For questions, comments or concerns, please feel free to email locum.connect@lawsociety.ab.ca or call us at 1.800.661.9003.

2. Benefits of locum arrangements

The flexibility that locum arrangements offer make them extremely attractive for law firms, legal departments, and lawyers alike.

Locum candidates are matched in response to identifiable criteria such as areas of practice, duration, and location.

Law firms and legal departments gain access to critical expertise without having to make long-term hiring commitments and burdensome overhead.

The arrangement can be tailored to specific needs at a specific time rather than a “one-size-fits-all” approach to client service.

From the candidate’s perspective, they get to choose the timing, duration, and frequency with which they take on assignments. For example, they may opt not to work during the summer months or choose to schedule their engagements around other educational and family commitments.

Benefits for Locums, Law Firms & Organizations
<ul style="list-style-type: none"> • Enhances the quality of lawyers’ practices and the services they provide to the public.
<ul style="list-style-type: none"> • Assists lawyers to maintain better work-life balance by allowing them to step away from their practice when needed or desired (disciplinary suspensions, medical leaves, maternity leaves, vacations, sabbaticals, attendance at conferences, other CLE events, etc.).
<ul style="list-style-type: none"> • Assists the public by providing crisis coverage to lawyers during absences and temporary increases in workload.
<ul style="list-style-type: none"> • Allows law firms and legal departments to evaluate potential new associates without requiring them to make a long-term commitment.
<ul style="list-style-type: none"> • Retains lawyers in the profession by allowing room for family, child rearing and community activities.
<ul style="list-style-type: none"> • Improves access to justice by allowing lawyers to work in alternative work arrangements (short-term, part-time, remote, task-based, etc.).
<ul style="list-style-type: none"> • Provides candidates with opportunities to travel and experience different legal communities and practice styles.
<ul style="list-style-type: none"> • Allows candidates to see firsthand what works well and what to avoid. Helps them make better choices when it comes time to make decisions about setting up their own practices, deciding whether to join an existing practice or start their own, and where to live.
<ul style="list-style-type: none"> • Supports the needs of communities lacking access to legal counsel.
<ul style="list-style-type: none"> • Enables junior lawyers to earn a good income without committing to long term obligations such as the capital investment required to start a legal practice.
<ul style="list-style-type: none"> • Provides senior lawyers with an opportunity to remain engaged before moving to full retirement.

3. Being busy is not the same as being productive

If you are a lawyer with a busy practice, how many of the following do you agree with?

Maybe it's time to hire a locum.

Being Busy is Not the Same as Being Productive
<ul style="list-style-type: none"> • I haven't taken a holiday in two years.
<ul style="list-style-type: none"> • I miss family or other social events because of work.
<ul style="list-style-type: none"> • Sure, I'd take clients out for lunch but don't dare because I'm too busy.
<ul style="list-style-type: none"> • I don't have the time to develop marketing material to grow my practice.
<ul style="list-style-type: none"> • I routinely work evenings or both days on the weekend.
<ul style="list-style-type: none"> • I don't attend seminars because I don't feel comfortable being away from the office that long.
<ul style="list-style-type: none"> • I missed a filing deadline in the last three months because I was too busy to notice it on my calendar.
<ul style="list-style-type: none"> • I often want to reschedule meetings because I'm too busy to prepare for them properly.
<ul style="list-style-type: none"> • I turn down work I could have handled if I weren't so busy.
<ul style="list-style-type: none"> • Clients are complaining that I take too long returning their calls or emails or that I'm not getting to their files.

4. How It Works

Cost

The Law Society operates Locum Connect as a free service for its members.

Who can serve as a locum?

Candidates come from a wide variety of backgrounds.

Any lawyer who is an active, insured member of the Law Society of Alberta can ask to be added to Locum Connect.

Lawyers offering their services as a candidate may be recently admitted and either don't want or can't afford to establish an independent practice of their own just yet.

Perhaps they are returning from a break in work themselves and seek the flexibility that a locum arrangement could provide while they continue to search for a full-time position.

Perhaps they wish to live and work in other communities and experience different practice areas before entering into a long-term commitment.

Perhaps they are experienced practitioners wishing to slow down but not ready for full retirement.

Who can hire a locum through Locum Connect?

Any member of the Law Society of Alberta.

What role can candidates serve?

The scope, length and nature of a candidate's engagement can vary.

It can extend to all facets of a lawyer's practice while the lawyer is away on medical leave, maternity leave, sabbatical or simply taking a needed vacation. While the lawyer steps away, their practice and clients continue to be serviced promptly and professionally.

Engaging a candidate may also be used to help during peak periods or backlogs when hiring an associate for a full-time position isn't warranted or feasible.

A candidate may be brought in to assist on a big trial, do research, e-discovery or conduct document review, and the engagement ends when the project does.

It might be full-time or part-time and may be done on-site or remotely.

Are candidates guaranteed to find a position? Are firms and legal departments guaranteed to find a candidate?

No. Use of Locum Connect does not guarantee a placement.

How long do names remain on Locum Connect?

To maintain the integrity and currency of the registry, candidate postings are deleted after 1 year. Before that happens, notice of a pending deletion is automatically sent to the candidate. Candidates can renew their listing as many times as they wish.

If a candidate wishes to be removed from Locum Connect, they can be easily request that their entry be removed at any time.

5. Initial Registration & Matching

Lawyers wanting to be listed on Locum Connect complete a simple registration form consisting of a brief profile of themselves for publication on the Locum Connect section of the Law Society website. For privacy reasons, these profiles do not reveal the locum candidates' names or contact information. A typical profile might be:

I was called in 2001. My practice has focused on family and matrimonial disputes, including custody/access applications, property division, and support. I have extensive trial experience and have co-counseled on a number of trials and large appeals. I can work in Central Alberta, primarily in and around Red Deer but would be prepared to relocate for an extended contract. I have a car and am available to travel as required. Available for work throughout the year.

An organization thinking of hiring a candidate can review the candidates' profiles posted on Locum Connect. If any look promising, they complete a simple registration form and request copies of the applications submitted by any candidates that interest them.

Registration forms can be found on the Law Society website.

Once an organization receives the locum candidate's application form, they may reach out to those they would like to interview, or they may decide that none of the locum candidates meet their requirements.

Beyond serving as a conduit for the sharing of this information, the Law Society does not participate in any of the subsequent negotiations or the terms of the engagement.

6. Confirm expectations and put it in writing

The parties should be clear in their expectations of each other. Be realistic. Confirm the arrangement in writing.

A summary of the key provisions of a locum contract and sample clauses can be found at the back of this handbook.

Confirm Expectations
<ul style="list-style-type: none"> • Will the candidate be engaged as an employee or independent contractor?
<ul style="list-style-type: none"> • Will they be expected to advance specific files or simply be available to another lawyer who will delegate work to them?
<ul style="list-style-type: none"> • Will they only be working in a backroom providing support or will they have direct client contact as well?

<ul style="list-style-type: none"> • Will they have any supervisory duties in connection with running the practice? A lawyer with no management experience may not be suitable for a supervisory position.
<ul style="list-style-type: none"> • If the scope of the position exceeds what was discussed, the candidate may be entitled to refuse the extra responsibilities or may ask to renegotiate the compensation.
<ul style="list-style-type: none"> • The timing and method of remuneration need to be confirmed in advance. Will the candidate be paid for statutory holidays or only for billable hours?
<ul style="list-style-type: none"> • Confirm which expenses will be paid by the organization and which the candidate must account for (Law Society dues, insurance premiums, travel and accommodation, meals, etc.).
<ul style="list-style-type: none"> • Is the arrangement for a fixed term or can it be terminated by either party? How much notice of termination is required?
<ul style="list-style-type: none"> • The lawyer needing assistance may be too ill to be involved in negotiating terms with the candidate. If a colleague or family member is negotiating on their behalf, the candidate should ask them to confirm that they are authorized to do so and that they will be responsible for their compensation.
<ul style="list-style-type: none"> • Will the candidate be eligible for health and dental benefits?

7. Legislative and Regulatory Matters

Active Status & Professional Liability Insurance

A candidate must be an “active” member of the Law Society and maintain all of the normal indemnification coverage required of active members.

For more information, contact our [Membership Department](#) or [ALIA](#).

Locum Bank Accounts

Like any sole practitioner, a candidate who operates as an independent contractor must maintain general and trust accounts unless otherwise exempted.

For more information, contact our [Trust Safety Department](#).

Notify Membership Department & ALIA

When engaging a candidate, an organization should advise the Law Society Membership Department that the candidate has joined their practice.

For more information, contact our [Membership Department](#).

Articling Students

If the candidate will be covering for a lawyer who supervises an articling student and who plans to be absent during the candidate's term, arrangements must be made to transfer the student's articles to another qualified lawyer.

For more information, contact our [Membership Department](#).

Responsible Lawyer

If the contracting lawyer remains available throughout the candidate's engagement (for example, if the candidate is only engaged to deal with a specific project or certain files), no trust accounting issues arise from the placement.

If the contracting lawyer plans to be absent and there is no one else to assume the role of Responsible Lawyer, the candidate must:

1. apply to be designated as an Alternate Responsible Lawyer and
2. complete the LESA Responsible Lawyer courses

before they will be designated by the Law Society as an Alternate Responsible Lawyer.

To streamline the process, locums may want to complete the courses before seeking any placement. The courses are free and available online.

For more information, contact our [Trust Safety Department](#).

Human Rights/Discrimination

The *Alberta Human Rights Act* applies to law firms and most organizations and the placement of locums.

It is a contravention of the Act to discriminate against any locum on any of the grounds set out in the *Act*.

For more information, contact the Alberta Human Rights Commission at 780-427-7661 (Edmonton) or 403-297-6571 (Calgary).

8. Payroll deductions and GST

It is up to the parties to decide whether the candidate will be hired as an independent contractor or employee.

A candidate engaged as an independent contractor may be required to obtain a GST account from the C.R.A., issue formal invoices to the organization, and charge GST on those invoices. As a matter of prudence, when the candidate receives payment, the relevant portion should be set aside in anticipation of income taxes. The candidate may be able to claim work-related expenses as legitimate deductions for income tax purposes.

If the candidate is hired as an employee, the employer may be required to withhold payroll deductions and pay the employer's share of CPP and EI premiums.

Both parties should obtain professional accounting advice to consider the merits and costs associated with each of these options.

9. Hit the Ground Running

To protect the organization's reputation and clients' best interests, it is critical to put the appropriate arrangements in place before the candidate begins work.

The Hand-Off	
Overlap	Plan a handover session prior to the start of the engagement. If possible, the candidate should start work before the principal begins their leave in order to deal to introduce the candidate to clients and to answer any questions from clients.
Briefing notes & file lists	<p>As early as possible, the candidate should be given a list of files they will be working on.</p> <p>Memos should be prepared on each file outlining its history, current state and next steps.</p> <p>Priority items and upcoming deadlines should be flagged accordingly.</p> <p>On transactional files, any issues requiring attention prior to the closing should be highlighted.</p>
Reporting lines	If the principal is to be absent, the candidate should be provided with contact information and instructions about what to do if the principal is "off the grid". If the candidate is to report to other members of the organization, the reporting lines should be clearly identified.
Office procedures & administrative support	<p>Candidates will need the support and cooperation of other staff members, or the arrangement will be doomed to failure.</p> <p>Appropriate administrative support should be made available to the candidate.</p> <p>If the organization has an office manual, it should be given to the candidate as soon as possible.</p> <p>If there is no handbook, the main procedures should be explained in writing.</p> <p>Practical matters like the time of mail deliveries, bank runs, and after-hours access should be explained.</p>
Office systems & equipment	Lawyers may want their locum physically in the office while they are away or may be comfortable with them working remotely.

	<p>Ensure that candidate has access to passwords for the organization's computer and accounting systems, email address, office supplies (pens, paper, manuals, and precedents) and access (keys, access codes) to the office itself to meet staff and clients or to gain access to file materials as needed.</p> <p>Candidates should be introduced to the firm or organization's bookkeeper and all staff and develop a rapport as quickly as possible since they will be responsible for managing the practice while the lawyer is away.</p> <p>Candidates need to be ready to use a variety of computers and operating systems without the benefit of an IT department to troubleshoot problems. Familiarity with Windows and Mac environments and leading practice management software will improve their marketability and improve their chances of being asked back for future engagements.</p>
Signing authority	<p>Will the candidate be signing cheques? Have the necessary authorization forms been signed at the bank?</p> <p>Consider a dual signature signing authority with the candidate as one signatory and a senior staff member from the office as the other. This protects both the candidate and the firm while the principal lawyer is away.</p> <p>Consider a limit on the candidate's signing authority for the general account.</p>
Client contact	<p>If the candidate will have client contact, the organization should introduce them to clients in advance and explain the role they will serve while the principal lawyer is away.</p> <p>Reception staff should remind clients that their usual lawyer is away and that they will be seeing the candidate instead.</p>
Business cards & marketing	<p>Depending on the length of the engagement, the organization should decide whether to issue business cards to the candidate and how the candidate will be identified on the firm's website.</p>
Mobility & accommodation	<p>Candidates may be needed throughout the province, not just in large urban centers. Unless the lawyer's office is in commuting distance of the candidate's normal residence, the terms of engagement should address travel and accommodation needs.</p> <p>Who will book and pay for accommodation? Will the firm or organization cover the cost of meals whether the candidate cooks their own meals or eats out?</p> <p>If the candidate is invited to stay at the lawyer's home, keys and alarm codes should be provided and there should be a frank discussion about sleeping arrangements, access to cooking facilities,</p>

	pets, etc. Will the candidate be expected to bring any household items?
Handover at the end	Before the candidate completes their engagement, it's good practice to summarize the work done on each file and ensure that files are appropriately diarized. This is particularly important if the principal has been away for any period of time.

10. Ethical issues

A complete copy of the Code of Conduct is available on the Law Society of Alberta [website](#).

Candidates and the organizations that engage them, should consider the following issues at the start of their relationship.

When in doubt, contact the Office of the Practice Advisor for assistance that is strictly confidential. The Practice Advisors can be reached at **1.866.440.4640** (toll free) or **587.390.8462**.

Ethical issues	
Due diligence by locums	Candidates need to satisfy themselves about the professional reputation of any organization offering to engage their services.
Due diligence by law firms	<p>The Law Society does not screen candidates or supervise their work. Organizations must verify a candidate's disciplinary history and satisfy themselves that a particular candidate is the right person for the job. Some candidates are experienced. Others less so. Organizations should satisfy themselves that:</p> <ul style="list-style-type: none"> • The candidate is competent. • The candidate has sufficient experience to do the job. • The candidate has sufficient computer skills to use the organization's systems. • The candidate's references check out. • The candidate will uphold the organization's culture, ethical standards, and business practices. <p>Organizations can check the candidate's status on our Lawyer Directory and review the Hearings and Outcomes page there as well.</p>

Don't exceed your training	<p>Candidates should avoid practicing in areas in which they are not qualified. They must be satisfied that they have the ability and training to deal adequately with any legal matters undertaken.</p> <p>If an urgent matter arises and the candidate cannot handle it, it should be referred to another lawyer who can. It is better to send the file away than to invite a negligence claim or a complaint to the Law Society.</p>
Emergencies	<p>Be ready for emergencies. They will happen and always at the worst moment. Candidates and senior staff should be provided with an emergency telephone number or email address for their lawyer and contact information for other lawyers who can handle matters outside the candidate's training.</p>
Client identification	<p>Both the organization and the candidate must comply with the Law Society's client identification and verification requirements.</p>
Retainer agreements	<p>When identifying the members of the organization who may provide legal service to a client, consider adding a paragraph that allows for the candidate's involvement.</p>
Whose client is it anyways?	<p>While the Code of Conduct makes it clear that the client is free to select the lawyer of their choice, candidates should not expect (nor want to) take clients with them when they leave.</p> <p>All lawyers owe a fiduciary duty to their organization. Candidates should not exploit their position for personal benefit or interfere with the organization's ability to conduct business.</p> <p>Firms will expect a candidate to respect the relationships they have built up with their clients and their terms of engagement may include a non-solicitation provision to emphasize this point.</p>
Client confidentiality & conflicts of Interest	<p>The Code of Conduct applies to all lawyers, including candidates. As with all solicitor-client dealings, candidates should take care to avoid disclosing confidential information and should be aware of the potential for conflicts of interest.</p> <p>Because a candidate may work at multiple firms or organizations over time, they may be exposed to confidential information which would put them in a conflict situation if they work for the opposite side in another organization. Candidates need to be alert to this possibility and immediately cease handling any file if a conflict arises.</p> <p>Candidates should maintain a list of clients for whom they provide legal services during their various placements.</p> <p>To protect the original client's confidentiality, note that the candidate may not be able to reveal the reasons for the conflict.</p>

Billing rates	<p>Under the Law Society Rules, candidates qualify as associates of the organizations where they work, regardless of whether they are engaged as employees or independent contractors and whether full or part-time.</p> <p>As with any associate whose work is supervised and integrated with an organization's activities, legal fees can be charged for a candidate's work at whatever rate the firm chooses, even if it is higher than the amount paid to the locum.</p> <p>If the candidate operates at arm's length and the amount paid is treated as a disbursement, the Code of Conduct makes it clear that the organization can charge only those amounts actually paid. Disbursements cannot be grossed up.</p> <p>Whether a candidate is hired as an employee or independent contractor is up to the parties.</p>
Undertakings & trust conditions	<p>In all cases, an undertaking is the responsibility of the lawyer who gives it.</p> <p>The Code of Conduct makes it clear that a lawyer must not give an undertaking that cannot be fulfilled and must fulfil every undertaking given. If a candidate giving an undertaking doesn't intend to accept personal responsibility, this should be stated clearly in the undertaking itself. The use of such words as "on behalf of my client" does not relieve the candidate of personal responsibility.</p> <p>Some undertakings and trust conditions - such as registering discharges at Land Titles on files the candidate is handling - may be safely given but candidates should be cautious about promises they have no ability to keep after their engagement ends. It's better for them to say no than expose themselves to liability.</p> <p>At the end of the candidate's engagement, the returning principal should be briefed on any outstanding undertakings. The candidate should retain a list and details of any undertakings given.</p>
Difficult clients	<p>Candidates should deal with difficult clients professionally - as they would their own clients - but speak to a senior member of the organization before taking extreme action like showing the client the door.</p>
Insurance claims	<p>If a candidate learns of a matter that should be reported to ALIA, this should be done.</p>
Professional misconduct	<p>Consider your obligation to report professional misconduct as you would in any other situation.</p> <p>If you believe another lawyer has:</p>

- engaged in any conduct that raises a substantial question about the lawyer's honesty, trustworthiness, or competency as a lawyer;
- stolen trust money;
- abandoned their practice; or
- participated in criminal activity related to the lawyer's practice;

you have a duty to report the matter to the Law Society in accordance with the Code of Conduct.

Appendix: The Contract - Potential Issues and Sample Clauses

The relationship between the candidate and the contracting organization is contractual in nature so a written agreement is strongly recommended. The contract requires the same amount of careful drafting and review as you would give to a client's contract. Whether you use an agreement, engagement letter or some other form of contract, ensure that you address all the relevant issues for your circumstances.

Below is a list of important items that may form part of your contract. We have also identified potential issues and provided sample contract clauses.

- [Definitions](#)
- [Parties](#)
- [Date of agreement](#)
- [Preamble \(sample clause\)](#)
- [Term or duration \(sample clause\)](#)
- [Title, where appropriate](#)
- [Duties and nature of work](#)
- [Supervision \(sample clause\)](#)
- [Access to contracting firm/lawyer/paralegal and notices \(sample clause\)](#)
- [Hours of work](#)
- [Vacation](#)
- [Remuneration and/or fee arrangement\(s\) \(sample clause\)](#)
- [Expenses](#)
- [Housing](#)
- [Support staff](#)
- [Office - equipment and resources](#)
- [Office policies and procedures](#)
- [Cancellation or termination \(sample clause\)](#)
- [Default or breach \(sample clause\)](#)
- [Solicitation of clients \(sample clause\)](#)
- [Solicitation of staff \(sample clause\)](#)
- [Confidentiality](#)
- [Professional liability insurance](#)

- [Indemnities](#)
- [Disputes and arbitration](#)
- [Entire Agreement](#)
- [Amendments](#)
- [Governing law](#)

1. Definitions

The parties may want to define some or all of the following terms:

- End Date
- Start Date
- Term
- Candidate
- Contracting Organization
- Termination
- Services
- Compensation
- Client [**Note: The definition of the term "client" does not permit the parties to derogate from the meaning of the term "client" or related obligations set out in the Code of Conduct.**]

2. Parties

Who are the parties to the agreement, (e.g., lawyers, law firms or corporations?)

3. Date of agreement

The parties should identify the signing and effective dates of the agreement.

4. Preamble

It may be helpful for the parties to set out the context of the locum's agreement.

SAMPLE CLAUSE:

Whereas the contracting firm/lawyer or organization is about to commence a parental leave, but wishes to ensure that the needs and interests of their clients are preserved and protected during her absence; and

Whereas **Candidate [or use the candidate's legal name]** is prepared to substitute for the contracting firm/lawyer during the said parental leave", etc.

5. Term or duration

Typically, a contract will be for a short term or defined duration, whether for a vacation, maternity leave, medical leave, or other circumstance. Accordingly, you might want to address such questions as:

- What is the start date?
- What is the completion or termination date of the relationship?
- How will the parties make provision for the extension of the term, if, for example, the absent practitioner is away longer than expected?

SAMPLE CLAUSE:

1. **[Candidate]**'s Agreement is for a fixed Term, commencing on **[date]** (the "Start Date") and ending automatically on **[date]** (the "End Date"), unless terminated earlier in accordance with the provisions set out below **[refer to termination provisions by section or paragraph]**, or extended by mutual, written agreement.
2. **[Contracting Lawyer]** will be absent from **their** practice, in order to **[insert reason for leave, e.g., parental leave, disability leave, etc.]**. **[Contracting Lawyer]** may, at **their** discretion, elect to return to work earlier than the End Date by providing notice in accordance with the provisions set out below **[include terms that describe how a Contracting Lawyer may return earlier than the End Date, e.g. written notice of x weeks or months, whether compensation will be provided for the fixed Term, or whether it will be reduced; whether the Candidate is expected to keep working for a certain period while the Contracting Lawyer returns to work (see Section 18). The parties may wish to include terms that address how the relationship could be extended, including whether written notice is required and how compensation will be addressed]**

6. Title, where appropriate

In most cases, a candidate will not take on a title; but, where a title is appropriate, what is it?

7. Duties and nature of work

The scope of the work and duties for which the candidate will be responsible will be an important topic for discussion. These details should be recorded in or appended to the agreement. Will the organization provide a detailed memo on active files for which the candidate will have carriage? If so, by what date will the transfer memo be delivered to the candidate, and will it allow for an opportunity before the departure of the organization for discussion and questions? Will the organization specify the steps to be completed, or stage to be reached, by the candidate? Will the candidate be responsible for checking and responding to voice mail and emails, or will the organization staff initially clear all messages and direct those requiring a lawyer's attention to the candidate?

You may also want to outline the approach and preferences of the organization in handling client matters and/or files, e.g., returning client phone calls within 24 hours, which the candidate will be expected to maintain. If so, this should be recorded in the agreement to avoid misunderstanding.

The parties are reminded of their obligations under [Rule 2.01\(1\)](#) of the Code of Conduct concerning the relationship with clients and competence.

8. Supervision

Where the candidate is in need of supervision, having regard to their degree of experience and expertise, the agreement can set out how and by whom such supervision will be provided. Similarly, if the candidate's duties include providing supervision of junior lawyers or staff, the parties may wish to reflect that expectation.

SAMPLE CLAUSE:

[Candidate] agrees to supervise associate lawyers **[name lawyers as appropriate]**, legal assistants and staff **[name staff and positions as appropriate]**. Supervision shall include the following **[revise as appropriate]**:

- a. Associate lawyers: **[describe supervisory duties the candidate is expected to perform, e.g., supervise preparation for court appearances etc.]**.
- b. Legal assistants: **[describe supervisory duties the candidate is expected to perform, e.g., delegation of work, day-to-day supervision of administrative and work-related responsibilities f legal assistants]**.
- c. Staff: **[describe day-to-day supervision, including hours of work, any special arrangements with particular employees of which the candidate should be**

aware, payroll and/or benefits administration if applicable, performance management and discipline scenarios].

9. Access to lawyer and notices

How and when may the candidate be able to contact the contracting lawyer, if necessary, or at all? Where should important, time-sensitive documents, be sent?

SAMPLE CLAUSE:

1. **[Candidate]** must contact **[Lawyer]** in any of the following circumstances **[the circumstances will vary for each Contracting /Lawyer’s practice and personal preferences,]** for example:
 - a. upon receipt of x, y, z pleadings or motions in respect of all, or specific, clients.
 - b. upon receipt of an inquiry about a specific matter which the **[Lawyer]** would like to handle themself
 - c. upon receipt of an inquiry about an account.
 - d. upon receipt of any questions from a financial institution, insurance company, payroll administration company etc.].
2. **[Candidate]** should contact **[Lawyer]** in situations where a response or action is required and, in their professional estimation, it would be more appropriate for **[Lawyer]** to respond. **[The parties may want to provide more detail on the circumstances under which the candidate should respond on their own.].**
3. **[Candidate]**, or **[their designate, e.g., an employee of the Organization or a named individual]**, may open mail addressed to **[Lawyer]**, save and except for any mail from **[list any senders whose mail should not be opened by the candidate]**. Any important notices that require a response by a specific deadline, and which cannot be answered by the Candidate, should be forwarded to **[insert forwarding instructions]**.

10. Hours of work

Depending upon the nature of the practice and the work for which the candidate is being retained, the parties may wish to specify certain office hours or hours of work.

The organization may want the candidate to devote full time and attention to the organization during the term, such that the candidate will not have competing obligations. If so, this requirement should be set out in the agreement.

11. Vacation

Arrangements may have to be made for the candidate's vacation if the engagement is lengthy.

12. Remuneration or fee arrangements

The parties will want to specify how the candidate will be paid? For example, a fixed fee or salary for the services, and/or an hourly rate for billable, recorded time.

How does the organization want work/time to be recorded? This is important for client billing purposes and payment to the candidate.

SAMPLE CLAUSES:

[The parties will have to decide whether the agreement will reflect an employment relationship, or an independent contractor relationship. They are advised to review the description of professional liability insurance/indemnity in Section 23 below and contact ALIA to discuss specific details of the agreement.]

1. In consideration of the performance by **[Candidate]** of the Services, **[Organization]** will provide payment in fixed **[weekly, bi-weekly, monthly]** installments of **[\$ dollars]**. **[The parties may wish to include a clause to address whether additional compensation will be provided where the candidate exceeds a set number of billable recorded hours and whether a limit is appropriate.]**
2. **[Candidate]** will be responsible and will remain exclusively liable for payment of all applicable governmental charges on any amounts paid to **[Candidate]** by **[Organization]**, including but not limited to federal and provincial income taxes, GST, provincial sales taxes, employer health tax, Canada Pension Plan and any other taxes as required, and any interest or penalties related to any of the foregoing. **[Candidate]** will be responsible for remitting any such amounts to the appropriate regulatory agency as required by law.

[The following clauses apply where the parties have selected an independent contractor type of relationship.]

Indemnity for income taxes:

3. **[Candidate]** covenants and agrees to save harmless and indemnify **[Organization]**

[The parties will have to decide whether the agreement will reflect an employment relationship, or an independent contractor relationship. They are advised to review the description of professional liability insurance/indemnity considerations in Section 23 below and may wish to contact ALIA to discuss specific details of the agreement.]

Indemnity:

4. **[Candidate]** agrees to indemnify **[Organization]** and its agents, servants and employees **[delete or add as appropriate]** against all claims, damages, losses and expenses (including but not limited to legal fees incurred in defending such claims) arising out of the performance of the Services by **[Candidate]** which are caused in whole or in part by **[Candidate]**'s acts or omissions. It is a condition of this Agreement that **[Candidate]** have valid professional indemnity coverage as required by the Law Society of Alberta.

13. Expenses

How will expenses be covered for disbursements or non-disbursable costs incurred by the candidate?

14. Housing

If the candidate is going to be provided with housing during the locum period, the terms should be specified.

15. Support Staff

Will the organization's support staff be available to the candidate, or will the locum be expected to use their own staff?

16. Office - equipment and resources

Where will the candidate work? Will they have use of the organization's office equipment, such as their desk, computer equipment, and access to the organization's resources?

17. Office policies and procedures

To the extent that the organization has office policies and procedures, is it expected that the candidate will comply with them? If so, how will the candidate be fully informed of and trained regarding the policies?

18. Cancellation or termination

On what terms may either party end the relationship?

Will it end automatically at the completion of the term, subject to extension on mutual consent in writing?

Can the organization terminate the relationship, without cause, by giving the candidate notice? If so, how much notice is required, having regard to the needs of clients, the length of the agreement, the nature of the relationship, etc.?

Can the candidate terminate the contract before the end of the term? If so, how will the potential difficulty of an early termination be addressed by the organization? Will it be specified as a condition of early termination by the candidate, that they will be responsible for the orderly transfer of client files to a mutually acceptable back-up? Should that back-up arrangement be in place in advance of the candidate's departure? The Code of Conduct should also be kept in mind in such circumstances.

SAMPLE CLAUSES:

1. **[Organization]** may terminate this Agreement at any time by providing **[Candidate]** with **[insert number of days' or weeks' notice]** written notice, or pay in lieu thereof, without any further obligation or compensation.
2. **[Candidate]** may terminate this Agreement on giving **[insert number of days' or weeks' notice]** prior notice of termination, which may be waived in whole or in part in the sole discretion of **[Organization]**. Upon the expiry of the notice period (or that part of the notice period which is not waived), **[Organization]**'s sole liability to **[Candidate]** shall be to pay to **[Candidate]** any Compensation up to the last day on which **[Candidate]** performs the Services.
3. Notwithstanding the foregoing, it is a condition of early termination by **[Candidate]** that **they are** responsible for the orderly transfer of client files to a mutually acceptable back-up lawyer **[consider naming an individual, or listing the minimum qualifications that a back-up must have]**.
4. **[Candidate]** agrees that upon any termination of this Agreement for whatever reason, **they** shall at once deliver or cause to be delivered to **[Organization]** all books, documents, effects, monies, securities or other property **[insert or delete items as appropriate, e.g. computers, keys]** belonging to **[Organization]** or for which **[Organization]** is liable to others which are in the possession, charge, control or custody of **[Candidate]**.
5. In the event of the termination of the Agreement under this section, **[Candidate]** and **[Organization]** shall both ensure that there is no disruption to providing service to clients in a professional and competent manner. Furthermore, in the event that the Agreement is terminated for whatever reason, neither party shall engage in conduct that breaches the Code of Conduct.
6. The parties confirm that the notice provisions in this Agreement are valid and reasonable and are fair and equitable. The parties agree that upon any termination of this Agreement in compliance with this Agreement, the payments made by **[Organization]** in accordance with this Agreement shall satisfy all of the obligations

that **[Organization]** has to **[Candidate]**, and that upon the making of any such payments **[Candidate]** shall not have any action, cause of action, claim or demand against **[Organization]** or any other person as a consequence of this Agreement or the termination of this Agreement, whether such claim arises pursuant to any applicable legislation, pursuant to this Agreement or otherwise at law.

19. Default or breach

Termination with cause, by either party, should be addressed in the contract. In the case of a termination by either party (e.g., candidate terminates for failure by the organization to pay them, or the organization terminates for breach of candidate to undertake the duties as agreed) the clients' needs and the parties' obligations pursuant to the Code of Conduct to the clients should be considered and should take precedence.

SAMPLE CLAUSES:

1. **[Organization]** may terminate the Agreement upon the occurrence of any of the following events:
 - a. the failure or refusal of **[Candidate]** to perform the Services within **[a number of days or weeks by which they should begin to work]** after the Start Date.
 - b. any breach by **[Candidate]** of any material term of this Agreement.
 - c. any **[professional negligence, gross negligence, malfeasance]**, including any breach of the Code of Conduct on the part of **[Candidate]** in performing **their** duties hereunder or rendering the Services.
2. **[Candidate]** may terminate the Agreement upon the occurrence of any of the following events:
 - a. any breach by **[Organization]** of any material term of this Agreement.
 - b. **[insert other circumstances in which the candidate may terminate the Agreement for cause]**.
 - c. In the event of the termination of the Agreement under this section, **[Candidate]** and **[Organization]** shall both ensure that there is no disruption to the provision of legal services to clients in a professional and competent manner. Furthermore, in the event that the Agreement is terminated for whatever reason, neither party shall engage in conduct that breaches the Code of Conduct.

20. Solicitation of clients

The organization may want to protect their client relationships from solicitation by the candidate during and after the engagement.

Both parties should note that under the Code of Conduct, a client is free to select the lawyer of their choice. The commentary to Rule 2.07 (1), dealing with withdrawal from representation provides:

"Although the client has the right to terminate the lawyer-client relationship at will, a lawyer does not enjoy the same freedom of action."

The candidate should be mindful of Rule 3.01 and 3.02 of the Code of Conduct relating to Making Legal Services Available and Marketing of Professional Services.

The parties may also want to restrict the extent to which the candidate will solicit the organization's clients, at least during the engagement and for some reasonable period following the contracting lawyer's return.

SAMPLE CLAUSES:

1. **[Candidate]** will not, for the duration of this Agreement, including where it is extended by mutual agreement as described in paragraph **[insert reference where applicable]**, or for a period of **[number of months]** following the termination of the Agreement for any reason:
 - a. solicit any Clients with whom they had contact with on behalf of **[Organization]** during the life of the Agreement, including where extended by mutual agreement; or
 - b. take any steps or make an approach, either directly or indirectly, to any prior existing client of **[Organization]**, which is designed to cause the client to discontinue their prior existing relationship with **[Organization]**.
2. Nothing in this paragraph should be interpreted or applied such that **[Candidate]** or **[Organization]** would be in breach of the Code of Conduct concerning a client's right to approach a candidate for the provision of legal services, or to terminate their lawyer-client relationship with any lawyer. The restrictions that the parties may agree to under this Agreement and the definition of the term "client" for the purposes of same does not permit the parties to derogate from the meaning of the term "client" or related obligations set out in the Code of Conduct.

21. Solicitation of staff

The organization may wish to protect against solicitation of their staff. The candidate can agree not to solicit the organization's staff to leave the organization's employ to work with the candidate for a reasonable period, after the candidate's engagement.

SAMPLE CLAUSES:

1. **[Candidate]** shall not, for the duration of this Agreement, including any additional period by which the Agreement is extended by mutual agreement as described in paragraph **[insert reference where applicable]**, or for a period of **[number of months]** following the termination of the Agreement for whatever reason:

- a. solicit any employees with whom they had contact with on behalf of **[Organization]** during the life of the Agreement, including where extended by mutual agreement; or
- b. take any steps or make an approach, either directly or indirectly, to any employee of **[Organization]**, which is designed to cause the employee to discontinue their employment with **[Organization]**. **[consider naming particular employees or positions that are particularly sensitive to solicitation, e.g., an experienced assistant or a valued associate]**.

22. Confidentiality

The contract should specify that the candidate will keep confidential all matters and information pertaining to the business and practice of the contracting firm/lawyer/organization.

23. Professional liability insurance/indemnity

It is the candidate's responsibility to ensure that their professional indemnity/liability insurance coverage is in place and properly accommodates the locum work. This includes ensuring, for example, that the locum work is appropriately covered by ALIA's mandatory indemnity policy.

The organization should satisfy themselves that the candidate is properly insured/indemnified, since the candidate is working on their behalf, and they may be affected and have related policy obligations. It is also important for both parties to consider what excess and other insurance needs there may be and whether such policies would respond.

The [ALIA website](#) contains further information on practice coverage and related issues.

24. Indemnities

Is the candidate an employee of the organization? If so, wages or salary paid to the candidate are subject to all applicable/statutory deductions and withholdings.

The candidate may be an independent contractor retained by the organization to provide services, but not as an employee, in which case the candidate's remuneration would not be subject to employment-related withholdings.

Particularly in the latter instance, the parties should include a statement that the candidate is responsible for taxes, along with an indemnity of the contracting organization from obligations, interest and/or penalties for employment-related taxes and withholdings.

25. Disputes and arbitration

The parties may want to include an arbitration clause, so that any disputes between them will be resolved by way of binding arbitration. The parties may also wish to specify that even jurisdictional issues are to be determined by the arbitrator.

Other considerations include:

- whether arbitration will be in accordance with the *Arbitration Act (Alberta)*.
- location of the arbitration hearing.
- method of selecting an arbitrator, and whether the arbitration will proceed before a sole arbitrator or a panel.
- who will bear the cost of the arbitration and whether the arbitrator will have discretion to award costs.
- whether the process is confidential.
- what procedure will be used and/or how procedural issues will be resolved.

26. Entire Agreement

The parties may want to state that the contract is the entire agreement between the parties, and that neither party is to rely upon any representations or other agreements. If there are other agreements that should be incorporated by reference, (e.g., a separate document addressing retainers with particular clients), that should be stated in the contract.

27. Amendments

How may the parties make amendments to the agreement, and must they be in writing?

28. Governing Law

Particularly where the candidate is retained while outside the province, it is advisable to identify the governing law, and, particularly absent an arbitration clause, the preferred jurisdiction in which disputes will be determined.